

AGREEMENT

between



**UNITED LIQUORS, LLC, a Division of
MARTIGNETTI COMPANIES**

and



LOCAL 8D, UFCW, AFL-CIO

October 1, 2023 to September 30, 2028

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Agreement entered into this 20th day of September, 2023 by and between Local 8D, UFCW, AFL-CIO, hereinafter referred to as the “Union,” and United Liquors, LLC a Division of Martignetti Companies, a Massachusetts corporation, and any selling division thereof, hereinafter referred to as the “Company.” The Union and the Company are collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, it is agreed that the stabilization of labor conditions in the industry is of mutual advantage and benefit to the Parties to this Agreement. NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the Parties agree as follows:

ARTICLE 1 - UNION RECOGNITION

1.1 The Company recognizes the Union as the sole labor organization representing the Company’s salespersons in the Commonwealth of Massachusetts, except for fourteen (14) Local 122 salespersons, and agrees to treat and negotiate with the Union as the sole and exclusive bargaining agent for and on behalf of all such salespersons. It is the intent of the Parties that this Agreement will be applicable to and includes any selling divisions of the Company engaged in the distribution of liquors, wines, or beers in the Commonwealth of Massachusetts. Any newly established selling division will be accreted to the existing bargaining unit.

1.2 Upon the employment or separation from employment of any salesperson, the Company will notify the Union in writing within ten (10) days of the name and date of employment or separation from employment.

ARTICLE 2 - UNION SECURITY, DUES CHECKOFF

2.1 All salespersons shall be required to become members of the Union at the expiration of thirty (30) days from the date of execution of this Agreement or the date of their employment, whichever is later, and shall be required to maintain their membership in good standing as a condition of employment. For the purposes of this section, an employee shall be considered to have maintained their membership in good standing by tendering payment of any uniformly required fees or dues. The Union agrees to indemnify and hold the Company harmless from any and all claims which may arise out of or come into being by reason of any action taken or not taken by the Company for the purpose of complying with this paragraph.

2.2 There shall be no discrimination, interference, coercion, or restraint by the Company or any of its agents against any members of the Union or discharge of any salespersons because of membership therein or the carrying on of usual Union activities.

2.3 The Company agrees, upon receipt of voluntary authorization from salespersons, to deduct from the earnings of such salespersons the initiation fee, assessment, and regular monthly dues, providing it does not conflict with any state or federal law, and to remit all such monies to the Union.

ARTICLE 3 - TRIAL PERIOD, DISCHARGE

3.1 All salespersons employed by the Company subsequent to the signing of this Agreement may be discharged by the Company arbitrarily and without the necessity of

assigning any cause therefore during the first six (6) months of such employment. With the consent of the Union and the employee, the trial period may be extended for up to an additional twelve (12) months.

3.2 Any salesperson in the employ of the Company retained by the Company beyond the said trial period may not be discharged by the Company except for just cause. In the event the Company discharges a salesperson, notice of such discharge including the reason(s) therefore shall be sent in writing to the Union within twenty-four (24) hours thereof. Insofar as is feasible, such notice shall be sent at least three (3) days in advance of any such discharge. In the event of a dispute between the Union and the Company, evidenced by writing within seventy-two (72) hours of said notice of discharge to the Union, as to whether or not just cause for the dismissal of any such salesperson exists, the Union shall have the right to submit the matter to arbitration in accordance with Article 11.

ARTICLE 4 - COMMISSIONS, DRAWING ACCOUNT

4.1(a) The Company's salespersons shall be paid upon sales as distinguished from upon collection and effective October 1, 1998 salespersons then employed by the Company shall be entitled to receive compensation for their services at the following rates:

	United	Century	Connoisseur	Excel
Spirits & Cordials	3.25%	3.05%*	3.25%	3.50%
Wine	4.00%	4.00%	5.00%	4.50%
Malt Beverage	2.50%	2.50%	2.50%	2.50%

Non-Alcoholic & Mixers	2.50%	2.50%	2.50%	3.50%
Ready to Serve (Single Serve)	3.00%	3.00%	3.00%	3.50%
Water	1.00%	1.00%	1.00%	1.00%
Private Label & Closeout	1.00%	1.00%	1.00%	1.00%

*Effective October 1, 2024, the Century commission rate for spirits will increase to 3.10% and remain at 3.10% for the duration of the Agreement.

4.1(b) Tier II: All new salespersons hired after March 31, 2007 will receive commissions at the following rates:

Commission (United/Century/Connoisseur/Excel)

<u>CATEGORY</u>	<u>RATE</u>
Ready to Serve (Single Serve)	2.40%
Spirit & Cordials	2.60% (United) 2.65%** (Century)
Wines	3.20%
Private Label/Closeout/Water	1.00%

**Effective October 1, 2024, the Tier II Century commission rate for spirits will increase to 2.70% and remain at 2.70% for the duration of the Agreement.

4.1(c) National/Regional Club Store, Grocery Store and Drug Store Account
Reclassification Agreement.

See Addendum A.

4.1(d) No deliveries will be made below the Company's minimum, without prior approval of management. Commissions for these orders will be paid in full. In light of the concern expressed by the Union that employees hired after March 31, 2007 will be paid a lower commission rate, the Company agrees that it will not discharge, discipline, reassign accounts, brands, or product lines except for legitimate business reasons other than the difference in employees' rates.

Any dispute with respect to the classification of an item shall be submitted to arbitration in accordance with Article 11. When employees are given a new item to sell, the Company shall post in each Division a notice as to the classification of the item for commission purposes.

4.2 The commissions set forth above on all sales shall be computed on the basis of the actual net invoiced selling price, inclusive of all state and federal taxes where such taxes are applied.

4.3 The Company shall furnish weekly to each salesperson a computerized run-off of their sales and credits.

4.4 Payment will be made by direct deposit.

4.5 Salespersons shall be paid every two weeks and shall be entitled to a drawing account against their earned commissions based on their previous fiscal year earnings as follows:

Previous calendar year earnings	Biweekly draw
\$0 – \$49,999	\$1,200
\$50,000 – \$64,999	\$1,500
\$65,000 – \$79,999	\$1,800
\$80,000 – \$89,999	\$2,200
\$90,000 and higher	\$2,500

If mutually agreed, salespersons may have an alternative gross minimum guaranteed drawing account.

In the event the commission earned during the two weeks shall be less than the amount drawn, then the difference shall be charged against as much of the commission earned during the following biweekly period as it shall exceed the amount drawn. Any difference in earnings of commissions as against this minimum drawing may only be made up out of future commission earnings which may be in excess of the minimum weekly drawing agreed to be paid to the salesperson. In the event an employee leaves the employ of the Company they will be obligated to repay to the Company the unearned advances which were in excess of the minimum draw. The monies due from the salesperson to the Company by reason of other advances, loans of any nature, or for any other reason

whatsoever, may be deducted by the Company from the commissions which would otherwise be due the salesperson from the Company at such time as the salesperson shall cease to be in the employ of the Company. The requirement to pay the gross minimum drawing account to any salesperson, as heretofore set forth shall apply only during the period that they are actively engaged as salesperson for the Company. Should any salesperson earn less than the drawing account for a specific period of time, which in the opinion of the Company, would tend to cause the Company to lose money by reasons of continuing said drawing account, the Union will immediately, upon request, meet with the Company with a view toward adjusting same to the reasonable satisfaction of all concerned. Whenever the case may warrant, the drawing account may be reduced.

4.6 In the event any salesperson reports a violation as to their compensation under this Agreement, the salesperson shall be required by the Union to state the complaint specifically in detail in writing against the Company. The Union shall have the right to examine the books and records of the Company with respect to such alleged violations, and shall at the time of the inspection exhibit to the Company the written complaint by the individual member or members alleging such violation of this Agreement.

4.7 Salespersons shall report to the Union any failure on the part of the Company to compensate them in accordance with the terms of this Agreement, and the salesperson, through the Union, will make demand of the Company for proper compensation for such salesperson. However, such complaint shall be made by the

salesperson to the Union and by the Union to the Company within sixty (60) days after receipt of any payment or any settlement period when such compensation, in accordance with the terms of this Agreement, shall be paid to such salesperson.

4.8 In the event a customer defaults on its account, the salesperson shall return all commissions paid to them on that account on unpaid invoices. For the purpose of this section, a customer shall be deemed to have defaulted where a receivable remains unpaid for one hundred twenty (120) days or when the customer goes out of business and there is no reasonable expectation of payment. In the event that all or a part of the indebtedness is later paid, the salesperson will receive the commission that was returned for the paid indebtedness.

4.9 The Company agrees to furnish to the Union an annual statement setting forth the gross earnings of each salesperson by sending a copy of the same to the Union office as soon after the close of the calendar year as possible.

4.10 The Company agrees to contemporaneously furnish the Union with copies of any documents provided to employees that they are required to sign regarding their compensation, or terms and conditions of employment.

4.11 If there are fundamental changes in the brand portfolio, either party may reopen the Agreement to discuss changes in commission rates.

4.12 Salespersons assigned to temporarily service or otherwise cover any accounts that are open due to retirements, terminations, or quits shall be paid full

commissions for the serviced accounts, from the first date the salesperson services the account.

ARTICLE 5 - E-COMMERCE

Commissions, incentives, and any other financial benefits on sales made through any business-to-business or similar online platforms (“e-commerce”) shall be paid in accordance with this Agreement and in the same manner as sales made through traditional means. A customer’s use of Martignetti proprietary e-commerce software shall not be grounds for or considered in the reclassification of any existing account or classification of any new account under Addendum A.

ARTICLE 6 - HOUSE ACCOUNTS

6.1 The Company shall not open, or sell through any house accounts, except as set forth in Addendum A. Notwithstanding the foregoing, the Parties have agreed that, with the exception of Plainridge Park Casino, which is grandfathered, gaming (commissary) accounts will be house accounts. However, any independent, on premise account located in a casino’s property that has its own license, independent decisions, and purchasing powers, shall not be treated as a house account. Accounts in the casino’s property can be added or removed if the account’s buying process changes, i.e. gaming accounts can become independent accounts and independent accounts can become gaming accounts. If an independent account’s buying process changes such that it becomes a gaming account, the Company will assign to the original salesperson an account similar in value to

the original account. That new account will be within the salesperson's territory or in a location that is reasonably accessible between the salesperson's home and their territory. In the event the Company shall make or effect any sale, through any of its officers, members of the firm, or by any other means than through a salesperson, full commissions upon such sale shall be paid to the salesperson in whose territory the customer to whom such sales were made is located.

6.2 Any attempt on the part of the Company to induce any salesperson by any means whatsoever to return any part of their compensation shall constitute a breach of this Agreement. There shall be no alteration, modification, or waiver of any provision of this Agreement by virtue of any individual arrangements between such salesperson and the Company and any such arrangement shall constitute a breach of this Agreement.

ARTICLE 7 - TERRITORIES, ACCOUNTS

7.1 Any divisional assignment of a territory and/or accounts heretofore assigned to a particular salesperson and any divisional assignment of a territory and/or accounts hereafter assigned which new assignment shall continue for a period of six (6) months, shall be deemed to be the exclusive divisional assignment of a territory and/or accounts of such salesperson during the terms of this Agreement and any renewal or renewals thereof and the salesperson shall not be required to surrender same, nor shall the salesperson be transferred to any other divisional assignment of a territory without their consent except for just cause. In the event of any dispute arising under the provisions of this paragraph, the

Parties shall meet with a view towards adjusting the same. If the dispute is not resolved at this meeting the issue shall be promptly submitted to arbitration.

7.2 If an account purchases an existing license, management may assign that account to someone other than the existing salesperson. However, if management assigns the account to a new salesperson then it will, within sixty (60) days, assign to the original salesperson an account similar in value to the original account. That new account will be within the salesperson's territory or in a location that is reasonably accessible between the salesperson's home and his/her territory.

7.3 Salespersons shall have the right to have a Union representative present for any discussions with the Company regarding surrendering existing and/or accepting new territories and/or accounts.

7.4 When accounts become available, the Company will confer with representatives of the Union concerning the assignment of said accounts. Any disputes arising under this section shall not be subject to arbitration.

ARTICLE 8 - VACATION, HOLIDAYS

8.1 Vacations.

8.1(a) During each year of this Agreement, each salesperson with less than one (1) year of employment shall be entitled to one (1) week of vacation. Each salesperson with one (1) or more years of service shall be entitled to two (2) weeks of vacation, which may be taken consecutively. A salesperson with five (5) years of service, but less than ten (10)

years, shall be entitled to three (3) weeks of vacation. Each salesperson with ten (10) or more years of service shall be entitled to four (4) weeks of vacation. Except for employees who receive a salary, vacation pay for each week will be commissions earned that week plus \$650.00.

8.1(b) Vacations will be accrued on a fiscal, rather than calendar basis.

8.1(c) Salespersons in resort areas will not be permitted to take vacation in June, July, or August without management approval. Salespersons in non-resort areas will not be permitted to take vacation during November or December without management approval.

8.2 Holidays.

There shall be no deductions from the drawing accounts as herein above set forth for the following holidays, which it is hereby agreed shall be given to the salesperson: New Year's Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, and Sundays. When Washington's Birthday, Patriot's Day, or Columbus Day falls on Mondays, the holiday shall be observed on the prior Friday. Veteran's Day will be observed on the third (3rd) Friday in January. Notwithstanding the foregoing, salespersons who work on Memorial Day or Labor Day make take a floating holiday in lieu of the holiday at a date(s) to be determined by the salesperson and supervisor.

ARTICLE 9 - HEALTH INSURANCE, LIFE INSURANCE, PENSION, DISABILITY BENEFITS

9.1 Health Insurance.

9.1(a) The Company shall provide for each salesperson and their eligible dependents the Company's Group Health Insurance, Vision, and Dental Plans. The Company shall make Summary Plan Descriptions accessible to employees via the electronic benefits portal.

9.1(b) If the Company makes any changes in its Group Health Insurance or Dental Plan for its management and administrative employees during the term of this Agreement with respect to co-pays or deductibles, benefits, or exclusions, then those changes will be applicable to salespersons and their dependents, covered under this Agreement.

9.1(c) For salespersons who retire between the ages of 62 and 65, the Company will pay 100% of the costs of current coverage in the Company's Group Health and Dental Insurance Plans (including coverage for spouse and/or eligible dependents, if applicable) until the salesperson reaches the age of 65 for no more than five (5) employees at any one time upon request on the basis of seniority.

9.2 Life Insurance. The Company shall provide and maintain Life Insurance Coverage at \$100,000.00 subject to the insurance carrier's underwriting rules for a salesperson under the terms of the Company's Group Plan. Where available under the Group Plan, a salesperson may purchase up to \$100,000.00 additional insurance at group rates subject to the insurance carrier's underwriting rules.

9.3 Pension.

9.3(a) The Company will make monthly contributions as set forth below for each employee covered by this Agreement to the Trustees of the Local 8 Retirement Fund for the purpose of enabling said Trustees to provide pension benefits as the Trustees shall determine in accordance with the Agreement and Declaration of Trust establishing said Fund and the Fund's policies and procedures.

<u>Period</u>	<u>Monthly Contribution</u>
October 1, 2023 through September 30, 2024	\$480.00
October 1, 2024 through September 30, 2025	\$485.00
October 1, 2025 through September 30, 2026	\$490.00
October 1, 2026 through September 30, 2027	\$495.00
October 1, 2027 through September 30, 2028	\$495.00

9.3(b) The Fund shall be established and administered in accordance with the Labor-Management Relations Act of 1947 as amended. The Company shall be under no liability or obligation whatsoever under this section except to make contributions to the said Fund and shall be under no liability or obligation to the Union or to any employee or other person to see the disposition of said payments or to provide any benefits or for any acts or defaults of any Trustee, Union Officer, other employer, or any other person.

9.4 Long Term Disability.

9.4(a) The Company will provide a Long-Term Disability Plan applicable to all salespersons who qualify as disabled under the Plan. The Plan will provide after a ninety (90) day waiting period, fifty percent (50%) of the individual's earnings up to a maximum of \$2,500.00 per month subject to offset for workers' compensation or social security

disability benefits. The benefit shall be paid up to age 70. Age at disability determines maximum period of payment. Less than age 70 will be eligible until the age of 70, but not for less than one (1) year. Persons aged 70 or over at the time of disability will be paid the benefit for one (1) year.

9.4(b) In the event of extended disability which prevents a salesperson from calling on their accounts, the Company will assign the salesperson's key accounts to other salespersons who are in a position to service them and these salespersons will call on the accounts. The Company will solicit the remaining accounts. Commissions on all sales made during the first ninety (90) days shall accrue to the salesperson whose accounts are being so serviced. After ninety (90) days the salesperson will be covered by the long-term disability plan provided above. The Company may then assign accounts temporarily among its sales force, hire a temporary salesperson (with no seniority), or utilize supervisors to service the accounts and shall pay commission to the salesperson servicing the accounts until the disabled salesperson returns to active employment. For employees with less than twelve (12) months of active service, the Company may assign the accounts to a salesperson on a permanent basis after six (6) months of absence due to disability. For all other employees with twelve (12) or more months of active service, after eight (8) months of absence due to disability, the salesperson shall be referred to a facility agreed to by the Union and Company for an evaluation and prognosis as to their estimated date of return to work. If the clinic determines that a salesperson will not return to work before the

expiration of twelve (12) months from the date that the salesperson left work due to their disability or the salesperson does not return to work within the aforesaid twelve (12) month period, then the Company may assign their accounts or territory to another salesperson(s) on a permanent basis. In the event a disabled salesperson with five (5) or more years of service thereafter returns to work within eighteen (18) months from the date they left work, reasonable efforts will be made to establish a territory for the salesperson and they shall be given preference in employment before any new salesperson is hired.

9.4(c) It is agreed that in the event of extended disability the Company will continue to pay for the benefits (i.e., medical, dental, life, vision) provided for employees and their dependents for twelve (12) months of disability and contributions to the Trustees of the Local 8 Retirement Fund for the first (6) six months of disability. The employee may elect to continue medical and dental benefits under COBRA after the twelve (12) month period by paying the cost thereof. If the Company has hired a temporary salesperson (with no seniority) to service the accounts of the disabled salesperson, the Company shall not be required to provide the above benefits for the temporary salesperson while paying the cost of same for the disabled employee. If the terms of any foregoing plans described above do not permit the Company contributions described above, the Company shall pay the employee an amount equal to the contributions it would have made on the employee's behalf in lieu of such company contributions.

9.5 Employees may participate at their own expense in the Company's Supplemental Disability Program, subject to the Plan's eligibility and other provisions.

ARTICLE 10 - FAMILY AND MEDICAL LEAVE

10.1 Employees who meet the statutory eligibility requirement will be entitled to the benefits of the Family and Medical Leave Act (FMLA).

10.2 Each eligible employee is entitled to take up to twelve (12) weeks of FMLA leave per rolling twelve (12)-month period.

10.3 Eligible employees shall be entitled to FMLA leave for the following purposes:

- a) Birth of a child or to care for a newborn;
- b) Placement of a child under the age of 18 for adoption or foster care;
- c) Care for employee's spouse, domestic partner, child, or parent with a serious health condition;
- d) Absences due to a serious health condition that makes the employee unable to perform the functions of their job, as defined in the Act;
- e) Care for a family member serving in the military, as provided in the Act.

10.4 Any leave taken under the other provisions of this Agreement, under circumstances which would qualify for leave under the FMLA, will be counted toward the twelve (12) weeks of the leave available under the FMLA provided notice to this effect has been given to the employee prior to or during such leave.

10.5 An employee's available and applicable paid leave (e.g. vacation, salary continuation, in the case of an employee's own incapacity) may be substituted for unpaid FMLA leave at the discretion of the employee.

10.6 Any violation of the FMLA shall be subject to the grievance and arbitration provisions of this Agreement.

10.7 Eligible employees shall be entitled to take up to twenty-four (24) hours of unpaid leave per calendar year under the Small Necessities Leave Act for the following purposes:

- a) To participate in school activities directly related to the educational advancement of the employee's child, such as parent/teacher conferences or school placement interviews;
- b) To accompany a child to routine medical or dental appointments;
- c) To accompany an elderly relative to routine medical and dental appointments or for other professional services related to the elder's care.

Any disputes about coverage shall be subject to the grievance and arbitration provisions of this Agreement. An employee's available and applicable paid leave may be applied to unpaid leave taken under this paragraph at the option of the employee.

ARTICLE 11 - ARBITRATION

Any dispute involving the interpretation or application of this Agreement shall be submitted to arbitration as hereinafter stated. The Company and the Union shall select a disinterested party whose decision after hearing the case shall be final and binding on both the Company and the Union. Should the Company and the Union be unable to agree on a party, the Arbitration shall be conducted under the rules of and by the American Arbitration Association. The Arbitrator shall have no power to add to or subtract or modify any of the terms of this Agreement or any Agreement supplemental thereto. All fees and expenses of the Arbitration shall be shared equally by the Company and the Union.

ARTICLE 12 - MILITARY SERVICE

In the event, pursuant to federal law, any salesperson shall be requisitioned, conscripted, or drafted into the military, naval, marine, coast-guard, or other service of the United States for the purpose of training or otherwise, and any salesperson who shall be requisitioned, conscripted, or drafted to fill some position in war industry, shall be given a leave of absence for such period of service. At the termination of their military service the Company, in compliance with its obligations under federal and state law, shall offer said salesperson re-employment, including the territory and accounts (or their equivalent) that the salesperson had prior to their military leave, provided that said salesperson shall be physically and mentally qualified. The Company shall have the unqualified right to discharge any salesperson who is employed to take the place of such salesperson in government service, provided that the replacing salesperson shall be notified of the circumstances at the time of hiring.

The above paragraph shall also be applicable to any salesperson who shall enlist in the services of the government, in the military, naval, marine, or coast-guard of the United States.

ARTICLE 13 - SENIORITY

13.1 The Company shall have the right to reduce the force of salespersons at any time. However, at any such layoff, seniority shall govern the selection of those to be laid off provided the qualifications for the job are equal, in which event the older employees in

length of service are to be retained. If the working force is reduced, those employees laid off shall be re-employed in the order of their seniority when the Company again adds to the number of salespersons in its employ. The Union shop stewards, who shall be selected by the Union to represent both the Union and the salesperson working for the Company, shall have top seniority over and above all the other salespersons working for the Company.

13.2 For purposes of layoffs and recalls, there shall be the following three units: Connoisseur, Century/United, and Excel. Salespersons in the affected unit(s) shall be laid off in order of reverse seniority within their respective units. When the Company adds to its work force, salespersons in the unit affected shall be recalled in the order of their seniority within their respective units, provided that if the position is not filled from within the unit, qualified salespersons on layoff in other units shall, in order of seniority, be offered the position. Union shop stewards shall have top seniority. Layoffs and recalls in all other units shall be conducted as set forth in paragraph 13.1 above.

The Union recognizes that strict seniority may be impracticable under certain circumstances. Therefore, when such circumstances arise in particular situations, the Parties agree to meet for the consideration of such circumstances to the end that the best interest of all parties concerned shall be preserved.

ARTICLE 14 - NO STRIKES OR LOCKOUTS

The Company agrees that there shall be no lockout and the Union agrees that there shall be no strike during the life of this Agreement except for failure on the part of the

Company or the Union to submit such dispute to arbitration or to abide by the result of any such arbitration, such failure immediately to remove the necessity for any further arbitration on the part of the Union or the Company with respect to the matter and to permit the Union or the Company to take whatever action may be deemed necessary to safeguard its respective interests.

ARTICLE 15 - MANAGEMENT RIGHTS

15.1 It is agreed and understood that it is the responsibility of each salesperson to call on all of their accounts. It shall be the responsibility of each salesperson to be aware of a potential out-of-code product or/and identified out-of-code product problems at any of their accounts, to advise accounts of such problems, to make suggestions to the accounts for the resolution, and to notify their appropriate management representative in writing when an out-of-code problem exists at any of their accounts.

15.2 The Company agrees that it will not employ any additional working supervisors during the term of this Agreement.

15.3 The Union recognizes the right of the Company to manage its business including, but not limited to, the location of places of business, the right to hire, lay off, discipline or discharge employees for just cause. The Company shall not exercise any of the rights provided herein so as to violate this Agreement.

15.4 The Union recognizes the right of the Company to establish reasonable rules for the conduct of its employees and the right to require reasonable standards of

performance. If any such rules, regulations, or standards are issued in writing, a copy shall be sent to the Union. If the Union believes any such rules, regulations, or standards are unreasonable on their face, the Union shall notify the Company within thirty (30) days following receipt in writing. The failure to object to any rule shall not preclude the Union from alleging that the rule was improperly or unjustly applied in any case nor shall the Union be precluded from arguing that the penalty imposed in any case was inconsistent with the just cause standard.

ARTICLE 16 - DURATION


16.1 This Agreement shall be effective October 1, 2023 and shall remain in full effect up until September 30, 2028. Any party wishing to negotiate a renewal Agreement for a further term shall give the other party sixty (60) days' notice prior to the date fixed for termination. If negotiations continue after the expiration date, this Agreement shall continue in full force and effect until such time as it is terminated by giving seven (7) days' written notice by either party.

This Agreement shall enure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 17th day of November, 2023.

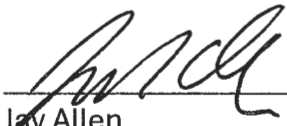
FOR THE COMPANY

UNITED LIQUORS, LLC a division of
MARTIGNETTI COMPANIES

By: 
Neal Fisher
Senior Vice President,
Sales Operations & Marketing

FOR THE UNION

LOCAL 8D, UFCW, AFL-CIO

By: 
Jay Allen
Secretary-Treasurer

MEMORANDA OF AGREEMENT

Memorandum entered into this 20th day of September, 2023 by and between United Liquors, LLC, a division of Martignetti Companies (Employer) and Local 8D, UFCW, AFL-CIO.

1. The Company will make available to employees in the bargaining unit an opportunity to participate in a 401(k) plan. The Company will not be obligated to make any contributions for employees other than to assume the costs of administration.

2. In the event there are legislative changes affecting the sale of alcoholic beverages, *i.e.*, no price posting, no restriction on numbers of stores owned, etc., either party may reopen the Agreement to discuss the impact of such changes and whether amendments to the Agreement are warranted.

3. Should there be an increase in taxes under circumstances in which the Company cannot pass through such increases with a normal mark-up, the Company may reopen the Agreement for the purpose of dealing with this matter.

UNITED LIQUORS, LLC a division of
MARTIGNETTI COMPANIES

LOCAL 8D, UFCW, AFL-CIO

By: _____
Neal Fisher
Senior Vice President,
Sales Operations & Marketing

By:  _____
Jay Allen
Secretary-Treasurer

Memorandum entered into this 20th day of September, 2023 by and between United Liquors, LLC, a division of Martignetti Companies (Employer) and Local 8D, UFCW, AFL-CIO (the "Union").

1. The Parties are in agreement that whenever possible, accounts will be serviced by salespersons in the bargaining unit. Accordingly, prior to any account being assigned to the telemarketing pool, consideration will be given to having the account serviced by a salesperson who will be permitted to sell the entire book. Similarly, a salesperson may request to so service an account that is in the telemarketing pool and such request shall not be rejected by the Company except for compelling reasons, i.e., ability to cover account.

2. Accounts will be placed in the telemarketing pool by the Company under circumstances where no salesperson desires to service the account. In general, these will be non-seasonal accounts whose gross business with the Company is less than \$15,000.00 annually. Accounts in the telemarketing pool will not be called upon by any representative of the Company except that an initial call may be made by a telemarketing representative when the account is placed in the pool. The Company shall make available periodically (but at least quarterly) to the sales force reports showing the volume and nature of the business being done with each telemarketing account. Commissions shall not be paid on telemarketing accounts.

A salesperson may request that a telemarketing account be assigned to them either on a divisional or entire book basis and such assignment shall not unreasonably be withheld. In general, it is anticipated that when an account reaches an annual volume of \$15,000.00 it will be assigned to a salesperson.

3. The Parties will continuously review the telemarketing arrangement and either party may initiate further discussions on the subject.

4. This memorandum shall be subject to the arbitration procedures in the Agreement and shall remain in effect for the term of the Agreement.

UNITED LIQUORS, LLC a division of
MARTIGNETTI COMPANIES

By: _____

Neal Fisher
Senior Vice President,
Sales Operations & Marketing

LOCAL 8D, UFCW, AFL-CIO

By:  _____

Jay Allen
Secretary-Treasurer

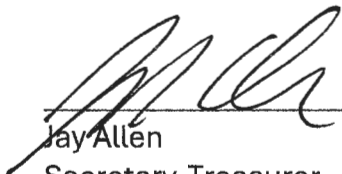
Memorandum entered into this 20th day of September, 2023 by and between United Liquors, LLC a Division of Martignetti Companies (Employer) and Local 8D, UFCW, AFL-CIO (the "Union"):

1. Those qualified, retired salespersons age 65 and over who are receiving, as of the effective date of this Agreement, quarterly stipends of \$600.00 to be applied to the Retiree's medical expenses as s/he sees fit to a total of \$2,400.00 per year, will continue to receive this benefit during the term of the Agreement or the terms of any successor agreements which provide for such payments.

UNITED LIQUORS, LLC a division of
MARTIGNETTI COMPANIES

By: _____
Neal Fisher
Senior Vice President,
Sales Operations & Marketing

LOCAL 8D, UFCW, AFL-CIO

By: 
Jay Allen
Secretary-Treasurer

Memorandum entered into this 20th day of September, 2023 by and between United Liquors, LLC a Division of Martignetti Companies (Company) and Local 8D, UFCW, AFL-CIO (the "Union"):

In accordance with the Award entered in Local 8D UFCW, AFL-CIO and United Liquors, LLC, AAA # 11 300 00403 09 (Cochran Award), Teamsters Local 122 is restricted from representing more than 14 salespersons employed by the Company. As of the effective date of this Agreement, those salespersons are James Bowman, Brian Burgess, Charles Collura, William Couet, Martin D'Apolito, Joseph Dupuis, Joseph Funicella, Benedetto Giovannone, Edward Heredia, Thomas McCarthy, Meghan Herrick, Erik Tomascik, and Michael Watring.

If the number of Teamsters Local 122 - represented employees falls below 14 then additional Teamster-represented employees may be transferred to bring the total number of Company employees represented by Teamsters Local 122 to 14. However, all new hires will be represented by Local 8D.

UNITED LIQUORS, LLC a division of
MARTIGNETTI COMPANIES

LOCAL 8D, UFCW, AFL-CIO

By: _____
Neal Fisher
Senior Vice President,
Sales Operations & Marketing

By: 
Jay Allen
Secretary-Treasurer

ADDENDUM A

(National/Regional Club Store, Grocery Store and Drug Store Account Reclassification Agreement)

1. The Parties have agreed that the Company may reclassify the following national/regional club store, grocery store and drug store accounts as accounts for which no salesperson will be assigned to the account and no commission will be paid:

BJs*
Costco*
Trader Joe's
Whole Foods Kitchen
Wine.com
GoPuff

2. The Parties have agreed that the Company may reclassify the following national/regional club store, grocery store and drug store accounts as accounts for which reduced commissions of 50% the commission rates will be paid under the conditions set forth below:

Walgreen's
KHH
RWJ
Sam's
Walmart
Hannaford
Price Chopper
Roche Brothers
Star Market
Shaw's
Stop & Shop
Wegman's
Whole Foods
Total Wine

3. Notwithstanding the foregoing, all employees who are on the payroll as of October 1, 2013 and who have any of the above-listed national club store, grocery store

and/or drug store accounts will be grandfathered at their current Tier I or Tier II commission rates.

4. The Company may require a grandfathered employee to give up one of the above-listed accounts only if it provides the employee with a reasonable trade which the Parties agree means 1) actual equivalent dollars, 2) no more than two (2) accounts to replace an account valued up to \$100,000.00 and no more than five (5) accounts total, 3) and all new accounts must be located in the salesperson's current territory or in a location that is reasonably accessible between the salesperson's home and his/her territory.
5. The Company agrees that account reclassification applies only to national/regional club stores, grocery stores and drug stores.
6. Once an account has become a reduced service account, the Company may assign it at its discretion. However, the Company agrees to commit additional resources to the account, as needed and as possible.
7. A joint labor-management committee consisting of no more than 5 Union representatives, including the Business Agent, will be established to consider the classification of club stores, grocery stores or drug stores that either enter the market after October 1, 2013 or change their status to require more or less salesperson services, per the following guidelines:
 1. An account may only be classified as a "no commission" account if it is like Trader Joe's, Costco's and Whole Food Kitchens, i.e.,
 - a. All selling activity is handled by the Strategic Accounts Team
 - b. Salespersons do not enter the store
 - c. Salespersons cannot sell in new products
 - d. Salespersons do not manage ATB
 - e. No salesperson is assigned to the account
 2. An account may only be classified as a "reduced commission" account, like Shaw's, etc. if
 - a. Selling activity is primarily handled by the Strategic Accounts Team
 - b. The account is a national/regional club store, grocery store or drug store
 - c. The salesperson does not perform the work involved in a full commission account

- d. The Company provides merchandising support as required by the account
- 8. The Company agrees that if a new account enters the market that is similar to BJs, then it will be deemed a “reduced commission” account for a period of six (6) months so that the labor-management committee can evaluate whether the account should be treated as a “no commission” account or a “reduced commission” account.
- 9. If the joint labor-management committee cannot agree to the classification status of a particular account, then the matter may be submitted to arbitration.

*The current sales representatives in these accounts will be grandfathered under their current arrangements.