

AGREEMENT

between

Archer Daniels Midland Co.  
Northern Sun

and

BAKERY, CONFECTIONERY,  
TOBACCO WORKERS AND GRAIN MILLERS,  
AFL-CIO, Local No. 22

Term of Agreement:

June 15, 2023

to

June 15, 2026

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THIS AGREEMENT made and entered into this 15<sup>th</sup> day of June, 2023, by and between NORTHERN SUN, a division of Archer Daniels Midland Company, hereinafter called the "Company," for its oilseeds processing

plant located at Red Wing, Minnesota, and the BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS, AFL-CIO, Local No. 22, hereinafter called the "Union."

In consideration of the mutual agreements herein contained, and the terms and conditions as hereinafter set out, the parties hereto agree as follows:

ARTICLE I                      RECOGNITION

Section 1.01                      Recognition

A - The Union is hereby recognized by the Company as the sole collective bargaining agent for all production and maintenance employees at its oilseeds processing plant located at 126 La Grange, Red Wing, Minnesota, for the purpose of collective bargaining relative to hours of work, rates of pay and other working conditions of employment, subject to the provisions of the National Labor Management Relations Act as amended. This shall exclude office and plant clerical employees, supervisory trainees, laboratory employees, professional and technical employees, guards, janitors, watchmen and supervisors as defined in the Act and all other employees.

B - The Company will not discriminate against any employee for membership in the Union or for any legitimate Union activity and the Union agrees that it will not carry on Union activities on the Company's time or property.

Section 1.02                      Union Membership

All present employees who are members of the Local Union upon the execution of this Agreement shall remain members of the Local Union in good standing as a condition of continued employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall on and after the 31st day following the beginning of their employment, or on and after the 31st day following the execution of this Agreement, whichever is the later, become and remain members in good standing of the Local Union as a condition of employment. An employee shall be deemed to be a member of the Union in good standing upon paying or tendering the payment of initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union.

Section 1.03                      Checkoff

A - The Company will deduct the monthly Union membership dues (but not other deductions) from the employee's wages on the first full pay period of each month. Deductions will be made within the framework of the Company's dues deduction programs. A voluntary written authorization form, as agreed to by the parties, must be received from the employee at least 7 calendar days prior to the deduction period. The uniform amount of such dues shall be a fixed amount rather than a percentage and shall be certified in writing to the Company by the Union and shall not exceed the regular and official amount as specified in the Union's Constitution and By-Laws.

B - The Company shall incur no financial liability for any failure to deduct monthly Union membership dues. The Union shall defend, indemnify and hold the Company harmless against any and all claims, demands, suits, grievances or other liability (including attorneys' fees incurred by the Company) that arise out of or by reasons of actions taken by the Company pursuant to this Checkoff provision, after the Company has delivered any monies deducted pursuant to this Checkoff provision to the Union.

ARTICLE II                      MANAGEMENT RIGHTS

Section 2.01

Management Rights

A - The Company retains any and all management rights not expressly limited by the specific terms of this labor Agreement. The exercise of the foregoing rights will not be used to violate the specific terms of this labor Agreement and any such alleged violation will be subject to the Grievance and Arbitration Procedure. Among these rights, but not intended as a wholly inclusive list, shall be the right to manage the plant and direct the workforce; to plan, direct and control plant operations; to determine the means, methods, processes and schedules of production; to determine the products to be manufactured or processed, and the plant or facility at which they are to be manufactured or processed; to determine the location of its plants and the continuance of its operating departments; to transfer work temporarily or permanently between plants, or to permanently or temporarily close the plant or any portion thereof during the term of this labor Agreement; to decide on "make" or "buy" decisions; to determine the number of personnel needed; to determine schedules, shift schedules, shift assignments, and hours of work including overtime; to promote or transfer employees from one job to another; to demote, discipline, suspend or discharge employees for just cause; to control absenteeism and to establish absentee/attendance programs; to maintain order; to hire, layoff, rehire, or relieve employees from duty because of lack of work or any other legitimate reasons; to make and enforce reasonable plant rules and regulations; to make and enforce safety rules; to assign employees to work and designate the duties of the employees; to change, modify, eliminate or reassign job duties; to set the wage rates for newly created jobs; to make any decisions which in the opinion of management, the efficient operation of the plant requires; to contract out work, including maintenance and construction work, or to have such work performed by other Company personnel.

B - The exercise of the foregoing rights by the Company will not be used to violate the specific terms of this labor Agreement and any such alleged violation will be subject to the Grievance and Arbitration Procedure.

ARTICLE III

SENIORITY

Section 3.01

Scope Of Seniority

Employees' seniority as covered in this Agreement shall apply only to employment at the Company's Red Wing, Minnesota, oilseeds processing plant and shall not apply elsewhere.

Section 3.02

Establishment Of Seniority Date

The seniority of a regular employee is determined by the length of their service, computed from the first date of their continuous employment.

Section 3.03

Probationary Employees

A new employee and an employee rehired after a break in continuous service shall be regarded as probationary until they complete 120 calendar days of work with the Company following their date of hire. If an employee is inactive or has work restrictions for 7 or more consecutive calendar days, the probationary period will be extended by a like number of days beginning with the first day of absence or restriction. There shall be no Company responsibility for the re-employment or continuing of employment of probationary employees. The probationary period may be extended upon mutual agreement by the Union and the Company. At the end of the probationary period, the employee shall be classified as a regular employee, and their seniority shall be established as beginning on their latest date of hire immediately preceding the completion of their probationary service. The termination of a probationary employee shall not be subject to the grievance procedure.

Section 3.04

Temporary Employees

Employees hired for vacation relief or for temporary projects will be considered to be temporary employees. Such employees will not be entitled to benefits under this labor Agreement, nor will the provisions of this labor Agreement apply to them and they will not accrue seniority as a result of such temporary employment. Temporary employees are not considered probationary employees even if the temporary assignment exceeds the probationary period. No temporary employees will be hired if regular bargaining unit employees are on layoff. Temporary employees will be assigned overtime after all regular bargaining unit employees have been given an opportunity to work the overtime. If a temporary employee is to be made a regular bargaining unit employee, they will be placed on the seniority list after any probationary employee.

Section 3.05

Consideration Of Qualifications

A - The application of the seniority provisions in this Agreement must be governed by considerations of whether the employee is qualified to perform the job required. Terms referring to "qualified" when used in this Agreement mean qualified to competently perform the job, without further training, in a safe, efficient and productive manner. If the employee is not so qualified, the applicable seniority provision will not apply.

B - The Company will, in all cases of job bidding, promotion, demotion, increase or decrease of working forces, or in the transfer of employees, consider the following: when qualifications of 2 or more employees are equal as determined by management, length of service shall govern. In cases where a reasonable doubt exists regarding the employee's ability, the matter will be discussed by the Union Committee and management before placing the man on the job.

C - Specially trained persons who are essential to the efficient operations of the plant will be retained, employed, or rehired when conditions require, regardless of other factors involved.

Section 3.06

Filling Permanent Vacancies

A - When a permanent full time vacancy occurs and the Company determines it will fill such vacancy, it shall be posted on the bulletin board for 72 hours and the job will be awarded on the basis of plant seniority, provided the employee is qualified and capable of performing the job.

Note 1A: Permanent vacancies in the Operator job classification will be filled by plantwide posting. Employees who have previously held permanent bids in this classification will have first preference, based on their plant seniority, to fill such permanent vacancies.

Note 2A: Permanent vacancies in the Maintenance Department are filled under the provisions of Section 3.07 - Maintenance Department - Entry and Training, or by hiring from the outside.

**Note 3A: If a position above the Utility classification is not filled through the aforementioned process within a period of fourteen (14) calendar days, the Company may fill the position externally.**

B - Within 3 scheduled working days after their return to work, employees absent because of vacation, bereavement leave, jury duty, suspension, occupational or nonoccupational illness or injury up to 30 calendar days, or leave of absence up to 2 weeks, shall have the opportunity to bid retroactively. An employee discharged for just cause who is returned to work through the Grievance and Arbitration Procedure without loss of seniority shall also have such right to bid retroactively. Employees absent from work as described above may be contacted to determine if they wish to exercise their seniority

in a bidding or canvassing situation. Such employees must respond to such inquiry within 3 calendar days or forfeit their right to such bid.

C - If a permanent vacancy cannot be filled through the bidding procedure, a Utility may be assigned by the Company to fill the vacancy on the same basis as if the employee bid the job.

D - An employee who bids or moves to a new permanent job will be given a reasonable trial period. If the employee cannot qualify for the job, he shall be returned to his old job without loss of seniority, and all affected employees will return to their old jobs.

E - If employees within the bargaining unit do not possess the necessary skills to fill a vacancy, the Company may fill such vacancy by hiring from outside.

Section 3.07                      Maintenance Department - Entry And Training

A - Entry into the Maintenance Department will be either by assignment, provided the employee is agreeable to such assignment, or by hiring from outside. The following criteria, among others, may be used in the selection of Maintenance Department personnel:

1. Results from a Company-designated test battery to measure maintenance aptitude, interest, and other skills and characteristics.
2. Physically able to perform all types of plant maintenance work.
3. Willing and able to perform high work.
4. Willing and able to continually work overtime and emergency call-in or call-back work.
5. Willing and able to take formal trade school courses as selected by management and to take such courses on a continuing basis during the training period.
6. Must not have accident-prone tendencies.
7. Must have shown good job proficiency, had a good attendance record, and have been a productive employee in previous jobs performed in the plant.
8. Must have desire and interest to perform maintenance work on a permanent basis.

Note 1A: An employee, who in management's judgment does not meet the criteria in paragraph A above, may be disqualified from testing.

B - Employees hired or transferred into the maintenance 1 job classification must complete the CCD certification for that position within probationary period (See section 3.03). Failure to attain certification will result in termination for direct hires, or disqualification for transfers. An employee with obvious maintenance skills may be advanced at a faster rate. Advancement through the training grades will be based on management's judgment of the employee's maintenance skills and job performance.

C - An employee in training will be required to take formal trade school courses applicable to the plant maintenance work. Such courses must be approved by management prior to enrollment. The Company will pay for tuition, books and supplies, but not for time spent at such course.



Section Note 1: The Company will post a notice when a Maintenance vacancy is to be filled through the testing program. An employee interested in entering the Maintenance Department may indicate so by signing the notice.

Section 3.08                      Filling Temporary Vacancies

Temporary vacancies which, in the Company's opinion, are necessary to fill may be filled with any employee.

Section 3.09                      Transfers Outside Of The Bargaining Unit

In the event an employee shall elect to accept a position with the Company which is outside the jurisdiction of the Union, such employee shall not be allowed to accumulate seniority on the job for a period of 6 months and the Company and the Union may, through mutual agreement, extend this period for an additional 6 months. The employee will return to the Utility classification.

Section 3.10                      Loss Of Seniority

An employee shall lose seniority and employee status and shall be deemed to be terminated for just cause as of the date on which any of the following occurs:

1. The employee quits or resigns.
2. The employee is discharged for just cause or terminated.
3. The employee exceeds a granted leave of absence without management's previous consent in writing.
4. The employee accepts gainful employment on a granted leave of absence.
5. The employee is absent without satisfactory reason for 3 consecutive working days.
6. The employee is laid off or off work because of any other reason, except military service (subject to the Uniformed Services Employment and Reemployment Rights Act of 1994), for a period of more than 12 months, unless otherwise mutually agreed to by the parties. Any such mutual agreement will be in writing and signed by the parties. Note: An employee returning from disability must be able to perform the functions of their job on an ongoing basis in order to be considered returned to work.
7. The employee is called to work following a layoff and fails to report within 3 working days or fails within those 3 working days to give satisfactory reasons for not reporting within 5 working days, provided that in addition if the employee cannot be located, the Local Union is given 48 hours in which to locate such employee and arrange for them to immediately report to work. Employees must notify the Company of any change in address, at which time they will receive a receipt from the Company that such notice has been given. The Company will only be responsible for locating employees by registered mail, return receipt requested, at the last address shown on the Company's employment records.
8. Retires under the ADM Flat Dollar and Years of Service Multiplier Pension Formula Plan for hourly wage employees. However, an employee who receives a disability retirement in accordance with the applicable provisions of the Company's retirement plan but whose disability allowance has been discontinued because of their recovery from a disability shall

have their accumulated seniority restored, provided s/he returns to work within 30 calendar days from the date of the discontinuance of their disability retirement allowance.

9. Retires under the ADM Cash Balance Pension Plan for hourly wage employees.

### Section 3.11                      Layoff And Recall Procedures

A - When it becomes necessary to reduce the workforce, plant seniority shall apply to all employees, provided that the remaining employees are immediately qualified to perform the required work. In consideration of plant seniority, the procedure will be to layoff the employee with the least seniority. Employees will be recalled in the reverse order of layoff. It is recognized that some leeway is necessary to the Company in the application of the above procedures in order to provide for instances where specialized skill, experience or ability necessitate that exceptions be made in order to insure efficient and continuous plant operations.

B - In cases where a reasonable doubt exists as to an employee's ability to immediately perform the required work, the Company will meet with the Union Committee before the layoff is made to discuss the matter. If, after discussion with the Company, the Union should disagree with the Company's final determination, the Union may challenge such determination pursuant to Article X - Grievance and Arbitration.

Section Note 1: Maintenance Department employees and Boiler Operators may not be bumped. Operator employees in the Extraction and Refinery Departments may not be bumped, if their job is operating.

Section Note 2: Voluntary Layoff - At the time a reduction in force occurs, a senior employee who is not included in the layoff may request (in writing) to be placed on voluntary layoff status in the place of the most senior employee who was to be laid off. An employee on voluntary layoff must remain in layoff status until recalled under the recall provisions of this Section 3.11, except that in order to avoid loss of seniority s/he must exercise their seniority to place themselves in the plant at the beginning of his 52nd week of layoff provided their seniority is sufficient. An employee on voluntary layoff will forfeit their rights to all job bidding posted during his layoff. The granting of a voluntary layoff will be at the Company's option.

### Section 3.12                      Bumping Rights - Discontinued Jobs & Disqualifications

A - Temporarily Discontinued Jobs - In case of a temporary discontinuance of a classified job which may or may not result in a reduction in force, an affected employee will be assigned by the Company either to a vacant classified job or as a Utility provided their plant seniority is sufficient. Note: When temporarily discontinued jobs are re-established, employees will return to their regular bid jobs to the extent possible. Temporarily discontinued jobs will be considered permanently discontinued after 12 consecutive months of temporary discontinuance and the provisions of paragraph B - Permanently Discontinued Jobs will apply.

B - Permanently Discontinued Jobs - If a job is permanently discontinued an affected employee, on the basis of their seniority, may bump to any job classification in the plant to which their seniority will allow. Employees affected by such permanent bumping shall have the same opportunity to place themselves, if they have sufficient seniority. Employees must have the qualifications to perform the new job in a safe and efficient manner.

Note 1B: If a permanently discontinued job is reactivated within a 6-month period, the procedure outlined above will be reversed and the employees may, if they so desire, return to the jobs they

previously held. If a permanently discontinued job is reactivated after a 6- month period, it will be posted under the provisions of this labor Agreement.

C - Disqualifications - If an employee, who has been holding a permanent job classification, is no longer able to perform the required duties of the job, s/he may be transferred to replace a Utility provided their plant seniority is sufficient.

ARTICLE IV                      HOURS OF WORK AND OVERTIME

Section 4.01                      Intent And No Pyramiding

This Article is intended to set forth the normal hours of work and to provide a basis for computing overtime and premium pay, and shall not be construed as a guarantee or limitation on overtime hours or on the hours of work per day or per week, nor shall anything in this Agreement be so construed as to permit the pyramiding or duplicating of overtime or premium payments. Hours for which overtime or premium payments are made shall not be used to compute overtime or premium pay for any other hours. Whenever more than one premium could be applied to the same hours, only the larger will be paid. For purposes of this Section, shift differentials are not considered as premium payments.

Section 4.02                      Workday And Workweek

The workday is a 24-hour period running from 7 AM one day to 7 AM the following day. The workweek begins at 7 AM Monday and ends at 7 AM the following Monday. The workday and workweek may be different for some individuals or departments in the interest of efficient plant operations.

Section 4.03                      Starting Times - Schedules

A - Because of plant requirements, starting times may vary for different areas or operations of the plant or for individual employees. As a general rule, when overtime is not required, employees scheduled on the 1st shift with a 1/2 hour unpaid lunch period will normally start their shift at 7 AM and finish at 3:30 PM. This may vary for some areas of operations or individuals. Employees who are scheduled on 8-hour shifts will eat-on-the-job and will normally start work as follows:

1st Shift begins at 7 AM  
2nd Shift begins at 3 PM  
3rd Shift begins at 11 PM

B - The Company may change starting times, the number of shifts scheduled, and the scheduled workdays and hours for business reasons or plant operating efficiencies. This includes determination as to whether employees are scheduled to eat-on-the-job or are scheduled to have a 1/2 hour unpaid lunch period. Whenever necessary for continuous plant operation, shifts will be scheduled on a rotating basis.

C - Any area of the plant or portion of the employees may be scheduled in more than one way to provide for efficient plant operations. The Company will determine the number of employees to be assigned to the various shifts, and such numbers may be changed at any time.

Section 4.04                      Daily And Weekly Overtime Pay

A - All hours worked in excess of 40 straight time hours of actual work in any one workweek or 8 straight time hours of actual work in any one workday shall be compensated for at the rate of 1 1/2 times the employee's straight time hourly rate.

B - The parties agree that overtime assignments will continue to be made during the life of the agreement as they have been assigned in the past. If overtime (including call-ins) is misassigned, no payment will be made for overtime which is not actually worked; however, an employee so affected shall have the opportunity to make up such missed overtime within a 30-day period. Such work will be at a mutually agreed upon time between the Company and the employee and will be paid for at the appropriate hourly rate.

Section 4.05                      Call-Back Or Call-In Pay

A - When an employee is called back or called in for work after he has left the Company premises and after completion of 8 hours work during his regular period, he will receive a minimum of 4 hours pay at 1 1/2 times the straight time hourly rate of the job class he performs.

B - An employee called in to work 2 hours, or less, prior to the established starting time of his scheduled shift shall be paid a minimum of 2 hours at either 1 1/2 times the straight time hourly rate or the applicable premium rate for such hours.

C. – For each day an employee is scheduled to be on call for Unit Train, if they are not called in to perform assigned duties related to Unit Train, they shall receive 4 (four) hours of pay at their regular rate of pay. It is understood that anyone assigned to be on call for Unit Train, that assignment is limited to Unit Train work only. This will be straight time pay only. These hours will not count towards hours worked for the week.

Section 4.06                      Reporting Pay

An employee who reports to work as scheduled will be given sufficient work to enable them to earn not less than 4 times his regular straight time hourly rate of pay. If s/he is not given that much work, s/he shall receive 4 hours straight time pay. This section shall not apply if the employee reports to work and is excused at their own request, if no work is available because of an Act of God beyond the control of the Company, or if s/he has been absent and returns to work without first notifying his supervisor to determine when s/he should report.

Section 4.07                      6th & 7th Day Premiums

A - The 6th day of work by an employee in their regularly scheduled workweek shall be paid for at the rate of 1 1/2 times their straight time hourly rate, provided s/he has worked 40 straight time hours that week.

B - The 7th day of work by an employee in his regularly scheduled workweek shall be paid for at the rate of 2 times their straight time hourly rate, provided s/he has worked 40 straight time hours and at least 4 hours at 1½ times on his 6th day during that week.

C - There can be no more than one day in any 24-hour period from 7 AM to 7 AM.

D - The hours which are worked by an employee on their scheduled day off are not paid at 2 times if such hours are worked as part of a continuous assignment either before or following the employee's scheduled hours of work.

ARTICLE V

JOB CLASSIFICATIONS AND RATES OF PAY

Section 5.01

Job Classifications And Rates Of Pay

The following hourly wage rates shall be in effect for the term of this Agreement:

<u>JOB CLASSIFICATION</u>		<u>HOURLY RATES EFFECTIVE</u>		
	<u>Qualifications</u>	<u>June 15, 2023</u>	<u>June 15, 2024</u>	<u>June 15, 2025</u>
<u>Extraction/Refinery</u>				
Operator 1	Qualified in one (1) operation	\$26.83	\$27.63	\$28.19
Operator 2	Qualified in two (2) operations	\$27.88	\$28.72	\$29.29
Operator 3	Qualified in three (3) operations	\$28.93	\$29.80	\$30.39
<u>Shipping/Receiving</u>				
Material Handler 1	CCD Qualified in either seed/meal or oil operations	\$25.03	\$25.78	\$26.30
Material Handler 2	CCD qualified in seed/meal or oil AND either in the other Material Handler area OR in one (1) Prep/Extraction/Refinery Operations	\$26.08	\$26.86	\$27.40
Material Handler 3	CCD qualified in seed/meal AND oil AND in 1 Prep/Extraction/Refinery Operations	\$27.13	\$27.95	\$28.50
<u>Maintenance</u>				
Electrician Class A JW		\$38.18	\$39.31	\$40.10
Maintenance 4		\$32.08	\$33.04	\$33.70
Maintenance 3		\$27.88	\$28.71	\$29.29
Maintenance 2		\$26.83	\$27.63	\$28.18
Maintenance 1		\$24.73	\$25.47	\$25.98
<u>Plantwide</u>				
Boiler Second Class	Minnesota State License	\$35.79	\$36.87	\$37.61
Boiler First Class	Minnesota State License	\$36.84	\$37.95	\$38.71
Chief	Minnesota State License	\$37.89	\$39.03	\$39.81
<u>Utility</u>				
Utility 1	Entry	\$23.42	\$24.12	\$24.60
Utility 2	CCD qualified in one (1) area of operation (Material Handler or Operator	\$24.47	\$25.20	\$25.70

Utility 3	CCD qualified in two (2) areas of operation (Material Handler or Operator)	\$25.52	\$26.28	\$26.81
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NOTES APPLICABLE TO JOB CLASSIFICATION:

1. **Progression/Promotion:** Promotions will occur on the date the individual passes their final certification testing in the applicable training program(s)
2. **Disqualification:** Employees must maintain qualifications through annual recertification process or the employee will be reassigned to the next lower job classification (e.g., employee is qualified as Utility 2 but fails to maintain CCD qualifications in that role will be downgraded to Utility 1 if qualifications have lapsed).
3. **Scheduling of Training/Qualifying events:** As time allows in a regular work week, employees will be permitted to train during their normally scheduled work hours for advancement opportunities. Otherwise, the employee may request overtime hours for the purposes of advancement training. Overtime for training will generally be approved, but will be management's discretion for scheduling and approval based on business needs.
4. A Plant Fire Chief Premium of **\$1.00** per hour will be added to the hourly rate of the employee who performs such duties.
5. Employees will perform any duties to which they may be assigned. This may include the assignment to duties in other departments or duties which either overlap or are performed by other job classifications or departments. Maintenance, lubrication and housekeeping duties are considered as part of the duties of all job classifications. Employees who either perform maintenance duties or assist in performing maintenance duties will be paid at the rate of their own regular job classification. The Company shall have no obligation under this labor Agreement to establish a light duty job or classification.
6. Classified jobs may be filled, vacated or permanently discontinued at the Company's discretion and there shall be no restrictions as to the number of employees used or not used in any given job classification. There are no minimum crew or job manning requirements.
7. The Utility job classification is a non-bid job classification without specific shift assignment. Such an employee may be assigned to any job classification or to any department.
8. Safety is a shared responsibility. Employees' job responsibilities include their personal safety and collectively, that of their fellow employees.
9. A Chief Utility/Boiler may be established and filled by the Company by the most qualified employee. Employees in this position may be used to replace regular supervisors who are temporarily absent or they may be used on a permanent or temporary basis to perform chief duties in the Boiler area. The position may run for indefinite periods of time and may be filled or vacated at the Company's discretion.

The rate of pay of a Chief Utility/Boiler will be 50¢ above the current Utility/Boiler pay rate.

#### Section 5.02

#### Shift Premiums

A - Because of inconvenient working hours, a shift premium is paid in addition to an employee's regular straight time hourly rate if he is assigned to and works the 2nd or 3rd shift. The 2nd shift premium is 35¢ per hour in addition to the employee's straight time hourly rate. The 3rd shift premium is 60¢ per hour in addition to the employee's straight time hourly rate.

B - If an employee is scheduled on the 2nd or 3rd shift and is involved in a continuous work period requiring them to work on more than one shift, then the shift on which s/he has been scheduled establishes the shift differential, if any, for all hours worked during the continuous work period. An employee who is scheduled on days does not qualify for shift differential pay even though their work assignment could overlap the 2nd or 3rd shifts. Shift differentials are not applicable to call-ins or call-backs unless such an assignment continues on into the employee's regularly scheduled 2nd or 3rd shift. If an employee is on a regular schedule which requires him to overlap 2 shifts, then the shift on which s/he is scheduled the greatest number of hours determines the shift differential, if any. Should s/he be scheduled an equal number of hours on 2 shifts, then the higher shift differential shall apply.

C - Employees who are scheduled on the 2nd or 3rd shift shall have the applicable shift differential added to their base rate for purposes of computing overtime. However, shift differentials do not apply to unworked hours for which the employee is paid (i.e., vacations, holidays, jury pay, bereavement leave).

D - Rotating 1st, 2nd and 3rd Shifts - An employee who is scheduled and working on rotating shifts (1st, 2nd and 3rd shifts) in a continuous, 7-day, 24-hour, 4-shift operation (including a 10-day on and 4-day off schedule) will be paid a uniform shift differential of **\$1.40** per hour for all hours worked regardless of the shift on which the hours were worked. No other shift differential will apply to such an employee. The uniform shift differential will be added to the employee's base rate for purposes of computing overtime, as well as for all unworked hours for which the employee is paid.

#### Section 5.03

#### Leadperson

Lead positions may be established and filled by the Company by the assignment of any employee who, in the Company's opinion, is qualified to fill such a position, subject to the employee's acceptance. Employees in Lead positions may be used to replace regular supervisors who are temporarily absent or they may be used on a permanent or temporary basis to perform lead duties in any area. Lead employees are required to perform regular duties in addition to their lead duties. Lead positions may run for indefinite periods of time and may be filled or vacated at the Company's discretion. The rate of pay of a Leadperson will be \$1.00 above the highest rate supervised. (Except Electrician Journeyworker or Master)

#### Section 5.04

#### Rates Of Pay - Permanent Transfers

An employee who is permanently transferred to a lower-rated job classification will receive the lower rate at the time he begins work in the lower-rated job. If he is permanently transferred to a higher-rated job classification, s/he will receive the rate of the higher-rated job after s/he has completed their training period and can satisfactorily perform the duties of the job with no more supervision than is required by other employees on the same job.

Section 5.05

Rates Of Pay - Temporary Transfers

A - If an employee is temporarily transferred for Company convenience to a lower-rated job classification, s/he will continue to receive the rate of pay for their regular job classification for a period of 30 calendar days. If s/he exercises their seniority to transfer to a lower-rated job, s/he will receive the rate of the lower-rated classification. Note 1A: An employee who has been temporarily transferred for Company convenience and then returned to their bid job, will again be eligible for the 30 calendar day rate retention when s/he has worked his bid job for 5 consecutive workdays.

B - If an employee is temporarily transferred by the Company to a higher-rated job classification, s/he will receive the higher rate of pay. This provision applies when the employee is filling a temporary vacancy created by the absence of an employee from work. However, it does not apply to employees who may relieve for breaks or who may be supplementing the workforce performing various tasks or jobs performed by employees in other job classifications.

Section 5.06

New Or Modified Job Classifications

A - When and if from time to time the Company, at its discretion, either establishes a new job classification or substantially modifies an existing job classification (such substantial modification resulting from elimination of another classification and/or the reassignment of additional duties to an existing classification), then the Company will establish a rate for such classification and, if requested by the Union, shall after 90 days of job experience negotiate with the Union a permanent rate for such job classification.

B - Such negotiated rate shall be retroactive to the date that the new job classification was established. If the negotiation of such rate reaches an impasse, there shall be no arbitration of such wage rate and the parties shall continue to honor the provisions of Article XI - No Strikes or Lockouts. In the event of such impasse, the rate negotiation will be deferred to the next regular negotiation of the contract or wage reopener, as the case may be, and the provision of retroactivity shall be as provided in this section.

ARTICLE VI

HOLIDAYS

Section 6.01

Recognized Holidays

For the purpose of this Agreement, the following 10 days shall be considered as holidays on the calendar days on which they occur:

New Year's Day – January 1  
Good Friday  
Memorial Day – Last Monday in May  
**Juneteenth – June 19**  
Independence Day – July 4  
Labor Day

Thanksgiving Day – 4<sup>th</sup> Thursday in November  
Friday after Thanksgiving Day  
Christmas Eve Day – December 24  
Christmas Day – December 25  
Personal Holiday

Note: Personal Holiday: (1) the timing shall be subject to management's approval based on the need for efficient operations; (2) may be taken as a day off or at the employee's option, he may receive 8 hours straight time pay in lieu of the holiday; (3) granted each contract year; (4) unused Personal Holidays are not paid to an employee whose employment is terminated for any reason; (5) an employee must be in an active work status to receive a Personal Holiday; (6) the personal holiday may be utilized as an excused/paid sick day provided the employee follows all appropriate notification procedures.



Section 6.02

Pay For Holidays Not Worked

A - An employee who is not required to work on a holiday listed above shall be paid holiday pay for that holiday equivalent to 8 hours at his regular straight time hourly rate (exclusive of shift premiums) provided he meets all of the following requirements:

1. The employee has worked both their last scheduled workday before the holiday and their first scheduled workday after the holiday unless their absence is because of his illness or injury or unless s/he has been excused by the Plant Manager.
2. The employee has worked a total of 40 hours during the 30-day period preceding the holiday, unless s/he was on vacation.
3. The employee is not on strike or in violation of Article XI - No Strikes or Lockouts.
4. The employee has completed their probationary period.

B - If an employee is scheduled to work on a holiday and fails to work as scheduled, s/he will not qualify for holiday pay as provided in paragraph A of this section unless their absence is specifically approved in writing by the Plant Manager or their representative.

C - If an employee is in a layoff or inactive status and is granted their earned vacation pay during a week in which a holiday occurs, s/he will not qualify for holiday pay as provided in paragraph A of this section. However, an exception to this will occur when either an employee's vacation has been previously scheduled or an employee is about to be subject to a layoff but is able to go directly from an active work status to a vacation status and a holiday occurs during their vacation period. Such employee will be entitled to holiday pay as provided in paragraph A of this section.

Section Note: An employee receiving Death in the Family or Jury Duty benefits for the same day on which a holiday occurs will qualify for holiday pay; however, such holiday pay will be offset by the amount paid under these benefits.

Section 6.03

Pay For Holidays Worked

An employee who works on any of the holidays specified in Section 6.01 will be paid 2 1/2 times his regular straight time hourly rate for all such work on the holiday. If the employee works fewer than 8 hours on that holiday, s/he will be paid at their regular straight time hourly rate for the time difference between 8 hours and hours worked.

Section 6.04

Holidays Considered As Time Worked

Only holidays for which the employee is eligible to receive holiday pay and which fall on the employee's scheduled day of work, whether worked or not worked, will be considered as time worked for the purpose of computing overtime pay on a scheduled day "off" which the employee works.

Section 6.05

Holidays Not Considered As Time Worked

A holiday, worked or unworked, which falls on one of an employee's scheduled days off will not count as time worked for the purpose of computing overtime after 40 straight time hours.

Section 6.06                      Holidays Occurring During Vacation

In the event an employee is scheduled to take their vacation during a week in which any of the above listed holidays occur, s/he will be paid 8 hours at his regular straight time rate in addition to his regular vacation pay.

ARTICLE VII                      VACATIONS

Section 7.01                      Eligibility

A - To be eligible for a full vacation, an employee must have worked a minimum of 1500 hours in the previous calendar year. Time lost from an employee's regular schedule because the employee is on vacation or because of the occurrence of an unworked holiday shall count as hours worked in computing vacation eligibility under this Section. Such full vacation will be earned on January 1 each year to be taken between January 1 and December 31 and will be based on the completed years of continuous service by the employee as of January 1 according to the following schedule:

<u>Years of Continuous Service</u>	<u>Weeks of Vacation</u>
Less than 1 Year of Service (See Section 7.02)	Maximum of 1
1 through 5 Years	2
6 through 12 Years	3
13 through 19 Years	4
20 or more Years	5

B - An employee shall be eligible for the additional week of vacation when s/he has worked past their first, sixth, 13<sup>th</sup> and 20<sup>th</sup> employment anniversary date.

C - An employee, who has completed one or more years of continuous service who worked less than 1500 hours in the previous calendar year, will be eligible for prorated vacation. Prorated vacation will be granted on the basis of 1/10 of an employee's full vacation pay for each full 150 hours the employee worked in the calendar year prior to the calendar year in which the vacation allowance is taken.

Section 7.02                      Vacation for Employees with Less than one year of Service

**Employees with less than one (1) year of service will be entitled to the following level of vacation, dependent upon when they complete their probationary period.**

**A. Employees who complete their probationary period between January 1 and June 30 will be entitled to forty (40) hours of vacation.**

**B. Employees who complete their probationary period between July 1 and December 31 will be entitled to twenty (20) hours of vacation.**

Section 7.03                      Vacation Pay

A - The pay for each week of vacation for which an employee is eligible shall be his straight time hourly rate multiplied by 40

B - Employees will be given their vacation pay at the beginning of their vacation provided the Company has 7 days advanced notice.

C - An employee who meets the eligibility requirements of Section 7.01 - Eligibility shall receive a minimum payment of 40 straight time hours for each week for vacation if their lost time is due to a Worker's Compensation illness or Worker's Compensation injury.

Section 7.04                      Pay In Lieu Of Vacation

Pay in lieu of vacation may be granted to an individual employee at the employee's option. Holiday pay is not added to vacations paid for under this section.

Section 7.05                      Scheduling Of Vacations

A - Vacations will be granted at such times during the year as the management finds most suitable, considering both the wishes of the employees and the efficient operation of the unit concerned. Vacations will be taken in not less than weekly segments; however, at management's option, up to 15 vacation days may be taken one or more days at a time provided the employee requests such vacation. Employees working a rotating shift may take up to 20 days of single day vacation provided the employee requests such vacation. Vacation time taken in less than weekly segments will not count towards the computation of daily or weekly overtime.

B - Vacations may not be postponed and accumulated from one year to another, except as provided in Section 7.06 - Accumulated Vacation. If an employee fails to take an earned vacation, s/he will receive pay in lieu thereof.

C - A vacation may be postponed or rescheduled for a later date in case of sickness or other disability occurring prior to the scheduled date but no allowance will be made for sickness or other incapacity occurring during the vacation.

Section 7.06                      Vacation Pay For Terminated Employees

A - In case of death of an employee who has become eligible for a vacation, vacation pay will be paid to the heirs of the employee.

B - Employees retiring upon a pension will receive the vacation they would normally be entitled to during their year of retirement and will receive pro-rata vacation at 1/12 for each full calendar month worked from January 1 to date of retirement.

C - An employee whose employment is terminated for any reason before taking their earned vacation shall be paid such earned vacation pay at the termination of their employment. Earned vacation is defined as a vacation for which the employee became eligible on January 1 prior to his termination date. A terminated employee will not be eligible for prorated vacation pay between January 1 and his termination date.

Section 7.07                      Accumulated Vacation

A - During the 3-year period prior to an employee's normal or early retirement date under the Company Pension Plan, s/he may accumulate up to a maximum of 15 weeks of vacation (including the vacation he earns during the year in which he retires). Such accumulated vacation may be taken as pay at the time of the employee's retirement date. Accumulated vacation may not be used to extend the employee's retirement date.

B - Pay for such accumulated vacation shall be equal to the vacation pay the employee would have received had s/he taken such vacation on schedule each year. In case of the employee's death such accumulated vacation pay, if any, shall be included with their final paycheck.

ARTICLE VIII                      TIME OFF FROM WORK

Section 8.01                      Jury Duty

When an employee is summoned for jury duty, s/he shall be compensated by the Company for the hours he would normally have worked on the day or days s/he is on jury duty. The Company will pay such employee an amount equal to the number of hours which he would otherwise have been regularly scheduled to work on that day multiplied by their regular straight time base rate (excluding shift premiums, overtime or other penalty payments), less the amount received for jury duty pay. If an employee works all or any part of a day on which s/he is engaged in jury duty, the actual number of hours worked shall be subtracted from the number of hours s/he would otherwise have been scheduled to work in determining compensation under this provision. To be eligible for such payments, an employee must furnish the Payroll Department with a written statement from the appropriate public official listing the dates s/he received pay for jury duty and the amount of pay on each such date.

Section 8.02                      Leaves Of Absence

An employee may be granted a leave of absence up to 60 days without prejudice of seniority rights upon receiving approval of the Plant Manager and the Union Committee. In case of emergency, this period may be extended with the consent of both parties. No leave of absence will be granted to accept another job. The Company may, at its expense, require an employee to take a physical examination prior to returning to work from a leave of absence. To the extent that the Family and Medical Leave Act is applicable, such leave will be provided in accordance with the Act.

Section 8.03                      Bereavement Leave

A - An employee who loses time on their scheduled workday because of the death of a member of their immediate family will be paid up to 3 days (each day at 8 hours straight time), for working time lost as a result of making arrangements or attendance at the funeral. The immediate family of the employee shall include his father, mother, spouse/ Certified domestic partner, current stepchildren, brother, sister, child, mother-in-law, father-in-law, stepmother or stepfather. The company shall be properly notified of bereavement leave absences and the reason for such absences. The company may require verification of relationship and/or attendance at the funeral. In event of the death of employee's grandparent or grandchild, one day will be paid (8 straight time hours) for straight time lost from scheduled work to attend a life celebration or similar event in lieu of a funeral.

B - An employee who loses time on their scheduled workday because of the death of an employee's current brother-in-law, current sister-in-law, grandparents or grandchild will be paid up to 8 hours straight time pay for working time lost as the result of attending the life celebration or similar event in lieu of a funeral.

Section 8.04                      Parental Leave

**Full-time employees will be eligible for up to 4 weeks (maximum 8 hours per day) paid parental leave within 6 months of their child's birth or the placement of a child with the employee in connection with adoption. In cases of adoption, both male and female employees will be eligible for the same paid time off defined in this Section. Time off work shall not count as**

time worked for the purpose of computing daily or weekly overtime or the 2nd scheduled day off premium.

**Note:** Colleagues can take PPL in one week increments of leave and must use all PPL during the 6-month time frame indicated above. PPL does not need to be taken in a continuous 4-week period. Any unused PPL will be forfeited at the end of the 6-month time frame. Upon termination of the colleague's employment at ADM, they will not be paid for any unused PPL for which they were eligible.

Section 8.05                      Required Military Training

An employee will not suffer any loss of straight time earnings if s/he is a member of a Reserve or National Guard unit for all required unit training and/or mobilized/activated service during the year. If the employee's regular straight-time earnings are more than the total military compensation, (base pay plus housing allowance), the employee will be paid the difference between their regular straight-time earnings and the amount of his military compensation upon the employee's return to work.

Note 1: This does not apply to any required weekend duty.

Note 2: This does not apply to any voluntary training and/or volunteering for military service.

ARTICLE IX                      GENERAL PROVISIONS

Section 9.01                      ADM General Hourly Health and Welfare Plan

The Company reserves the right to offer an Hourly Employee Health and Welfare Plan, including employee premium sharing, to eligible employees. A - The ADM General Hourly Health and Welfare Plan for bargaining unit employees at ADM Red Wing, MN is a separate document, the terms of which are hereby incorporated by reference into this labor Agreement.

Note: The coverages agreed to by the parties may be provided under one or a combination of the following as determined by the Company: (1) a self-insured arrangement maintained by the Company, or (2) a contract with one or more insurance carriers, HMOs, PPOs, or other health care provider system, network or alliance. The selection of a specific PPO, HMO, insurance carrier, network or alliance will be at the Company's option and may be changed by the Company. The Company shall have the right to revise claim processes and procedures, benefit eligibility requirements, administrative provisions, premium contributions and other details of the General Hourly Health and Welfare Plan at its discretion, as well as all other rights set forth and included in the Plan documents.

B – The Company and the Union agree to the ADM General Hourly Health and Welfare Plan, which includes medical, prescription, dental, life insurance, supplemental life insurance, AD&D, weekly indemnity, long term disability, voluntary benefits and any other benefits included in the Plan. Acceptance of the ADM General Hourly Health and Welfare Plan includes agreement to accept any changes and amendments to these programs, including employee premium contributions.

C – The amount of employee contribution for those employees covered by the ADM General Hourly Health and Welfare Plan will be adjusted each January 1. **The 15% negotiated caps will cease on January 1, 2026.**

Section Note: Because of the need for flexibility in controlling health care costs and the changing provisions of the Affordable Care Act and other Federal and State Health Reform legislative and regulatory action, the Parties agree that the Company has the option to change any benefit or

provision provided under this Article and to adopt any benefit or provision which is lawful under the Affordable Care Act and/or Federal and State Health Reform laws and regulations.

Section 9.02                      Pension

The pension plan for bargaining unit employees at the Red Wing oilseeds processing plant is a separate document which runs concurrently with the term of this labor Agreement. This document defines pension plan eligibility and benefit provisions for bargaining unit employees. Those employees whose most recent date of hire is before July 1, 2011 will continue to be eligible for the ADM Flat Dollar and Years of Service Multiplier pension formula plan. Those employees, whose most recent date of hire is July 1, 2011 or later, will be eligible only for the Cash Balance Pension Plan. Effective January 1, 2012, the Pension Plan for all bargaining unit employees who are not vested in the ADM Flat Dollar and Years of Service Multiplier pension formula plan is the ADM Cash Balance Pension Plan.

Section 9.03                      401K/Employee Stock Ownership Plan

The employees covered by this labor Agreement shall be eligible to participate in the ADM 401K/Employee Stock Ownership Plan for Hourly Employees - Appendix W ("Plan") under the terms and conditions set forth in the Plan for so long as this labor Agreement remains in effect. If any dispute arises with respect to the Plan, the claims procedure set forth in the Plan shall apply to such dispute and this labor Agreement shall not apply to such dispute. Section 9.04 Health And Safety The Company will make provisions in accordance with applicable federal, state, or local regulations for the health and safety of its employees. Such health and safety rules, regulations, operating policies and procedures shall be strictly adhered to, including the wearing or use of personal protective equipment, wearing apparel and other health and safety equipment required by the Company. It is the responsibility of every employee to speak up about safety concerns, watch out for their fellow employee, contribute to and participate in Company safety initiatives.

Section 9.04                      Safety and Safety Committee

The Company will make provisions in accordance with applicable federal, state, or local regulations for the health and safety of its employees. Such health and safety rules, regulations, operating policies and procedures shall be strictly adhered to, including the wearing or use of personal protective equipment, wearing apparel and other health and safety equipment required by the Company. It is the responsibility of every employee to speak up about safety concerns, watch out for their fellow employee, contribute to and participate in Company safety initiatives.

**A – The Company agrees to establish and maintain a comprehensive occupational safety and health program, and to make every effort to provide safe and healthful workplaces and working conditions as required by applicable regulations. The Company and the Union agree to cooperate in a continuing effort to avoid, reduce the possibility of, and/or eliminate accidents, injuries, and health hazards in all areas under the Company’s control.**

**B – The parties agree to publicize on a recurring basis all safety awareness programs and the provisions and procedures for elimination of safety and health hazards.**

**C – The Company will maintain an Environmental Safety and Occupational Health Committee chaired by the Plant Manager or their designee. The Company and the Union may appoint at least two (2) members each for permanent membership. Meetings will be scheduled at least quarterly on dates scheduled by the Chairman. Additional meetings will be held upon mutual agreement of the parties to consider serious safety matters that arise between the regular scheduled meetings. The purpose of such committee shall be to consider occupational safety and**

health related matters brought to its attention, make recommendations thereon to the Chairman of the committee, and perform such additional tasks as the committee Chairman may direct. The Plant Manager will have ultimate tie-breaking vote if needed.

**D – An agenda for each committee meeting shall be prepared in advance; either party may propose subjects for discussion by submitting such to the Chairman at least 15 calendar days prior to the scheduled meeting date of the committee. Minutes of all meetings will be taken and will be distributed to all attendees. Minutes will be signed by the committee Chairman and will include appropriate committee recommendations, the appropriate priority of each recommendation as determined by the Chairman, and the action office assigned to implement adopted recommendations.**

Section 9.05                      Non-Discrimination

A - There shall be no discrimination based on race, color, sex, sexual orientation, gender identity, religion, disability status, national origin, age, or veteran status as provided by law. Wherever the male gender is used in this labor Agreement, it shall be interpreted to apply equally to the female gender.

B - The Company may take whatever action is necessary to comply with the provisions of the Americans With Disabilities Act, notwithstanding any other provision in this labor Agreement.

Section 9.06                      Substance Abuse

**The parties desire to maintain a work environment free of illicit drugs and alcohol. The possession, use or sale of an illegal drug/alcohol inhalant in the workplace is unacceptable from the standpoint of safety, job performance and efficient operations. The parties have agreed to be subject to the terms of the Company's Substance Abuse Policy. The Company will notify the Union of any changes to the policy at least seven (7) days prior to the effective date of the change. The Company recognizes the Union's right to meet and confer over any changes to the Substance Abuse Policy prior to implementation.**

Section 9.08                      Bulletin Boards

The Company will permit the Union to use the bulletin boards, subject to the following: all of the notices posted on these boards must pertain to the local and/or international Union and must be first approved by the plant management and must not be of a controversial nature.

Section 9.09                      Security Cameras

In order to address customer and regulatory concerns, the Company and Union agree that the Company may monitor loading and unloading areas and agree upon production control points with visible security cameras. For purposes of Company security and employee safety, visible security cameras may monitor perimeter areas, outside doors and parking lots. A monitor for the security cameras covering perimeter areas, outside doors and parking lots will be provided in a mutually agreed upon employee area. This security equipment will not be used to impose discipline except in cases of gross misconduct.

Section 9.10

Work Boots

The company agrees to comply with the current safety boot program

ARTICLE X

GRIEVANCE AND ARBITRATION

Section 10.01

Grievance Procedure

A grievance is defined to be any controversy between the Company and an employee or the Union involving the interpretation, application or violation of the specific provisions of this Agreement. Any grievance not reduced to writing and presented to the Company within 5 calendar days after its occurrence or knowledge of occurrence will be waived. For purposes of timeliness, there is no ongoing continuous grievance. The Union and the Company agree that they will process such grievances promptly using the following procedure:

Step 1 (Oral)

Between the aggrieved employee and their immediate supervisor accompanied, if the employee desires, by a steward.

Step 2 (Written)

Between the Plant Manager and/or his representative(s) and the Union Committee. The Plant Manager or his representative will give a written decision on the grievance to the Steward within 14 calendar days of the meeting. The Union must notify Management in writing within 14 calendar days of receiving the 2nd step answer of their desire to progress to the 3rd step or the grievance will be considered waived.

Step 3

Between Company representatives and Local Union representatives. A conference call may be an appropriate method for this meeting, if mutually agreed to by the parties. The Corporate Employee Relations Representative will give the Union the Company's written decision within 30 calendar days following the meeting.

Note: Any grievance protesting a discharge will proceed directly to Step 2 of the grievance and arbitration procedure.

Section 10.02

Arbitration Procedure

A - If the grievance is not resolved at Step 3, it may be submitted to arbitration, provided the Union notifies the Company in writing of its intention to arbitrate. Such notice must be made within 30 calendar days after receipt of the Company's Step 3 written answer or the grievance will be waived.

B - If the Company and the Union are unable to immediately agree upon the selection of an impartial Arbitrator, then either jointly or singly, the Company and the Union will request the Federal Mediation and Conciliation Service to supply both parties with a panel of 7 impartial Arbitrators. This panel must be initiated by the Union within 30 calendar days of the written notice given to the Company of the Union's intent to arbitrate. The arbitrator must be selected within 45 calendar days of receipt of the panel from the Federal Mediation and Conciliation Service. Alternately, in selecting the Arbitrator the Union will first strike one name, the Company will then strike one name, and so on, and the name of the person



last remaining on the list will be designated as the Arbitrator, and his appointment shall be binding on both parties. Time limits in this paragraph may be extended by mutual agreement between the parties.

C - The Arbitrator shall have no authority to add to, or subtract from, or modify any of the terms of this labor Agreement, nor to establish or change any wage rate. Any decision or award of an Arbitrator rendered within the limitations of this paragraph C, shall be final and binding on the Union, the Company and the employees.

D - Each party shall bear its own expenses. Expenses and fees of the Arbitrator and any meeting room charges and court reporter fees, if not held at the plant, shall be equally divided between the Company and the Union.

E - A grievance shall not be arbitrable if the events giving rise to the grievance occur following the expiration of the labor Agreement.

Section 10.03                      Time Limits

Time limits may be extended by mutual agreement between the parties. Unless the time limits set forth in this Article are extended or waived in writing, failure to comply therewith will constitute a waiver of the grievance.

ARTICLE XI                      NO STRIKES OR LOCKOUTS

Section 11.01                      No Strikes Or Lockouts

A - During the life of this Agreement, there shall be no strikes, sympathy strikes, or any curtailment of work, or interference with the operations of the Company, or interference with production caused by, engaged in, sanctioned, or recognized by the Union or any members thereof. Any such acts engaged in by employees will subject such employees to disciplinary action up to and including discharge.

B - The Company will not lockout any of its employees during the term of this Agreement. The temporary or permanent transfer, curtailment or cessation of work for business reasons shall not be deemed to be a lockout.

ARTICLE XII                      SCOPE AND TERM OF AGREEMENT

Section 12.01                      Scope And Term Of Agreement

This Agreement shall remain in full force and effect from 7 AM **June 15, 2023, to 7 AM June 15, 2026**. This labor Agreement shall be terminated at any time during its term in the event the Company either permanently closes the plant or divests itself of the ownership of the plant.

Section 12.02                      Separability

All provisions of this Agreement shall be subject to the laws of the United States of America and the State of Minnesota. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 12.03

Complete Agreement

This Agreement, including a Letter of Understanding dated June 15, 2023 represents the complete agreement between the parties and shall supersede and replace all prior agreements and understandings, oral or written, expressed or implied, between the parties hereto and shall constitute the entire agreement between the parties. Past practices, procedures and understandings may be changed by management unless specifically prohibited by the provisions of this Agreement. This Agreement may be amended in any of its provisions by mutual agreement of both parties. If agreements are made after the effective date of this Agreement, they must be in writing, in duplicate and signed by the parties to this Agreement so that a copy may be retained by both the Union and the Company.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above stated.

FOR THE UNION:

FOR THE COMPANY:

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Wally Borgan  
President, BCTGM Local 22

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Emily Harrison  
Red Wing Plant Manager

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Matt Ryder  
BCTGM Local 22

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David Scherer  
Red Wing Plant Superintendent

---

William Israel  
Union Bargaining Committee member

---

Kiel Bauer  
Maintenance Supervisor

---

Wally Borgen  
BCTGM Local 22  
President

---

Kate Schlosser  
ADM Director Labor Relations

---

Matthew J. Borzilleri  
ADM Labor Relations

---

Autumn Pittman  
ADM Human Resources

LETTER OF AGREEMENT

between

Northern Sun, a division of  
ARCHER DANIELS MIDLAND COMPANY  
Red Wing, Minnesota

and

Bakery, Confectionery, Tobacco Workers  
and Grain Millers,  
AFL-CIO, Local 22

The parties agree that the following items shall apply to the current labor Agreement between the parties:

1. UTILITY/BOILER Training Program

The Company will select employees from a sign-up sheet into the Boiler Training Program. The Company will pay the cost for the testing and license, but not for the time to take the test. In addition, those employees selected will be given the opportunity to gain hours towards their license as and when management finds most suitable.

If the employee is not able to successfully complete the training program within a reasonable time period, the employee will be disqualified from the training.

Employees who have their 2<sup>nd</sup> Class A Boiler's License who have been selected by management and are actively pursuing their 1<sup>st</sup> Class A License, as per the discretion of management, will receive a premium of \$1.00/hour, in addition to the employee's straight time hourly rate.

Employees who attain their 1<sup>st</sup> Class A Boiler's License will receive a premium of \$1.50 per hour in addition to the employee's straight time hourly rate.

If an employee is temporarily transferred by the Company to a Utility/Boiler classification, they will receive that rate of pay. However, it does not apply to employees who may relieve for breaks or who may be supplementing the workforce performing various tasks or jobs performed by employees in the Utility/Boiler classification.

2. 12 HOUR SHIFTS

Upon ratification and for the duration of this Agreement, expiring on June 15, 2026, the parties agree that the employees can work 12-hour shifts. Overtime will be paid after 12 straight time hours on a 12-hour shift or after 40 hours in any workweek. Holidays, Funeral

Leave, Jury Duty and Paternity Leave are at 8 hours. This schedule can only be modified by the mutual agreement of both parties, but will not be changed for 30 days after notification. This section concerning 12-hour shifts will terminate and no longer be effective after June 15, 2026.

3. CONTINUOUS SHIFT FOR OTHER EMPLOYEES

If, during the course of this Agreement, the remaining employees request to work a 10 or 12 hour continuous schedule, the following conditions will apply:

- a. If at least 2/3 of the remaining employees sign a request to work a continuous shift, the Company will inform the Union.
- b. Within fourteen (14) calendar days of that notice, the Union and Company will meet and confer over the various schedules and work rules related to the continuous shift.
- c. Once the parties mutually agree to the relevant rules, the remaining employees at the plant will vote to approve or reject the shift schedule, by a simple majority. This procedure can only be invoked once during the current Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on **June 15, 2023**.

FOR THE UNION:

FOR THE COMPANY:

\_\_\_\_\_  
Wally Borgan  
President, BCTGM Local 22

\_\_\_\_\_  
Emily Harrison  
Red Wing Plant Manager

\_\_\_\_\_  
Matt Ryder  
BCTGM Local 22

\_\_\_\_\_  
David Scherer  
Red Wing Plant Superintendent

\_\_\_\_\_  
Kiel Bauer  
Maintenance Supervisor

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Kate Schlosser  
ADM Director Labor Relations

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Matthew J. Borzilleri  
ADM Labor Relations

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Autumn Pittman  
ADM Human Resources