

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**ADM MILLING CO.
(ATKINSON FLOUR MILL)**

AND

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

July 1, 2021 – July 1, 2024

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THIS AGREEMENT entered into the 28th day of September 2021, by and between ADM MILLING CO., for its flour mill located at 3745 Hiawatha Avenue South, Minneapolis, Minnesota, hereinafter called the "Company", and the BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS INTERNATIONAL UNION, AFL-CIO, and LOCAL UNION NO. 22, affiliated with the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union, AFL-CIO, hereinafter called the "Union".

In consideration of the mutual promises herein contained, the parties hereto mutually covenant and agree to and with each other as follows:

ARTICLE I RECOGNITION
Section 1.01 Recognition

The Company recognizes the Union as the sole collective bargaining agency for its production, maintenance and truck driver employees in the Atkinson Flour Mill, 3745 Hiawatha Avenue South, Minneapolis, Minnesota, for the purpose of negotiating with respect to hours of work, rates of pay and working conditions, subject to the provisions of the National Labor Management Relations Act of 1947 as amended. This shall exclude: all supervisory trainees, office and plant clerical employees, professional employees, janitors, watchmen, guards, summer interns and supervisors as defined in the Labor Management Relations Act, as amended, and all other employees.

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 90th day following the beginning of their employment, or on and after the 90th 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

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. Such deductions will be promptly remitted to the Financial Secretary-Treasurer of the Union.

Section 1.04 Indemnification

The Union shall defend, indemnify, and save the Company harmless against any and all claims, demands, suits, or other liability that may arise out of or by reason of action taken or not taken by the Company for the purpose of complying with the Union membership or checkoff provisions of this Agreement.

ARTICLE II MANAGEMENT RIGHTS

Section 2.01 Management Rights

The Company retains all rights not expressly limited by the specific terms of this labor Agreement. The exercise of the following 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. 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 temporarily or permanently close the plant or any portion thereof during the term of the labor Agreement; to decide on "make" or "buy" decisions; to determine schedules and hours of work including overtime; to make and enforce reasonable plant rules and regulations; to make and enforce safety rules; to maintain order; to hire or rehire employees; to assign employees to work and designate the duties of the employees; to change, modify, eliminate or reassign job duties; to contract out work, including maintenance and construction work, or to have such work performed by other Company personnel; to determine the number of shifts; to promote or transfer employees from one job to another; to demote, discipline, suspend or discharge employees for just cause; to layoff or recall employees; to relieve employees from duty because of lack of work or any other legitimate reason; to set the wage rates for newly created jobs; and to make any decisions which, in the opinion of management, the efficient operation of the plant requires.

ARTICLE III JOB CLASSIFICATIONS AND RATES OF PAY

Section 3.01 Classifications and Hourly Wage Rates

The following rates of pay shall be in effect during the term of this labor Agreement:

CLASSIFICATION	7/1/2021	7/4/2022	7/3/2023
MILLING DEPARTMENT			
Miller Special Boiler License	\$ 29.77	\$ 30.36	\$ 30.97
Miller	\$ 28.65	\$ 29.22	\$ 29.81
Bolter Special Boiler License	\$ 26.16	\$ 26.68	\$ 27.21
Bolter	\$ 25.80	\$ 26.32	\$ 26.84
Milling Apprentice	\$ 26.64	\$ 27.17	\$ 27.71

MAINTENANCE DEPARTMENT			
Maintenance 1st Class (2nd Class "B" Boiler License)	\$ 34.59	\$ 35.79	\$ 36.50
Maintenance 1st Class	\$ 32.57	\$ 34.22	\$ 34.91
Maintenance Technician	\$ 28.06	\$ 28.62	\$ 29.20
ELEVATOR DEPARTMENT			
Elevator Person	\$ 24.13	\$ 24.61	\$ 25.10
LOADING DEPARTMENT			
Blender	\$ 26.08	\$ 26.60	\$ 27.13
Loader	\$ 23.41	\$ 23.88	\$ 24.36
PLANTWIDE JOBS (Non-Department)			
Utility Milling Technician	\$ 21.22	\$ 21.89	\$ 22.33
Car Cleaner	\$ 22.28	\$ 22.72	\$ 23.18
Relief (Bolter/Elevator Person/Blender/Loader)	\$ 22.58	\$ 23.03	\$ 23.49

NOTES APPLICABLE TO JOB CLASSIFICATIONS

1. 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.
2. Classified jobs may be filled or vacated at the Company's discretion and there shall be no restrictions on the number of employees used or not used in any given job classification.
3. The Plant-wide Utility and Car Cleaner job classifications are non-bid job classifications without specific shift assignment. Such an employee may be assigned to any job classification or to any department. Employees in the Utility, and Car Cleaner job classifications have only plant seniority for promotion purposes.
4. Safety is a shared responsibility. Employees' job responsibilities include their personal safety and collectively, that of their fellow employees.
5. Relief Bolter, Relief Elevator Person and Relief Blender or Loader classifications are non-bid jobs and selection to these classifications will be at the sole discretion of the Company.

Section 3.02

Shift Differentials

A shift differential is paid in addition to an employee's regular straight time hourly rate if he is scheduled and working on either the 2nd or 3rd shift. The 2nd shift differential is 50¢ per hour. The 3rd shift differential is 65¢ per hour. Rotating shift differential is \$0.85 per hour. Shift differential is determined by the scheduled start time of the shift and shall apply to all continuous hours worked. Shift differentials are not applicable to call-ins or call-backs unless such an assignment continues into the employee's regularly scheduled 2nd or 3rd shift. If an employee is on a regular schedule which requires them to overlap two shifts, then the shift on which they are scheduled the greatest number of hours determines the shift differential, if any. Should they be scheduled an equal number of hours on two shifts, then the higher shift differential will apply.

Shift differential will be added to the base rate for purposes of computing overtime and worked holiday pay, but not for any paid time off such as vacations, holidays, jury pay, parental leave, and funeral leave.

If an employee is working rotating shifts, the shift differential will apply to all worked and unworked hours for which they are paid.

Section 3.03

Rates of Pay - Temporary Transfers

A - Lower-Rated Job - If an employee is temporarily transferred for Company convenience to a lower-rated classification, he will continue to receive the rate of pay for his regular job classification for a period not to exceed 60 calendar days. If he exercises his seniority to transfer to a lower-rated job, he will receive the rate of the lower-rated classification.

Note 1A: If during any workweek, an employee's services are not required in his regular classification and he exercises his seniority to work in a lower-rated classification, he will receive the wage rate of his regular classification for the balance of the workweek.

B - Higher-Rated Job - An employee who works more than 4 hours in an upgraded position on an 8-hour shift shall be paid the upgraded rate for the entire shift. If he works 4 hours or less in an upgraded position, he shall be paid the upgraded rate for the hours he works in the upgraded position.

Note 1B: Paragraph B applies when the Company fills a temporary vacancy created by the absence of an employee. It does not apply to employees who may relieve for breaks or supplement the workforce performing various tasks or jobs performed by other job classifications in the department.

Section 3.04

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 they begin work in the lower-rated job. If they are permanently transferred to a higher-rated job classification, they will receive the rate of the higher-rated job after they have completed their training period and is satisfactorily performing the duties of the job with no more supervision than is required by other employees on the same job.

Section 3.05 Creation of New Job Classifications

If a new job classification is created, the Company will establish a rate for such classification and insert it into the line of progression and, if requested by the Union, shall after no more than 90 days of job experience, negotiate with the Union a permanent rate for such classification. Such negotiated rate will be retroactive to the date that the job 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. Newly-created jobs will be filled under the provisions of Section 5.08 – Promotions and Progression.

Section 3.06 Leadperson

Leadperson positions may be filled at the Company's discretion. Leadpersons may be used to replace regular supervisors who are temporarily absent, or they may be used to perform lead duties in any area. Leadpersons may be required to perform regular duties in addition to their lead duties. Leadperson positions may run for indefinite periods of time and may be filled or vacated at the Company's discretion. Leadperson may be used to train and to assist in the development of training programs. The rate of pay of Leadperson will be \$1.00 above the employee's classified rate for the job being performed at the time.

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. Shift differentials are premium payments but shall be considered as part of the employee's base rate for purposes of computing overtime or premium pay.

Section 4.02 Workday, Workweek and Scheduling

A - 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.

B - The Company may vary starting times as well as the number of shifts and the scheduling of workdays and hours for business reasons or plant operating efficiencies. This includes determination as to whether operations are scheduled in a continuous manner, which may include a 24-hour, 7-day, 4-shift rotating schedule or a non-continuous manner. The Company will give as much advance notice as it can with respect to such changes. Any

area of the plant or portion of the employees may be scheduled in more than one way for business reasons or efficient plant operations. The Company will also determine when employees are scheduled to work through lunch or are scheduled to have a 1/2 hour unpaid lunch period.

Note 1B: Employees who are scheduled to have a 1/2 hour unpaid lunch are required to clock out prior to taking lunch and to clock back in upon returning from lunch. Failure to clock in or out will lead to discipline.

C- Rotating of Shifts - Whenever necessary for continuous plant operation, shifts may be scheduled on a rotating basis.

Section 4.03 Job Coverage

A - Employees shall be at their workplaces ready to work at their scheduled starting time and shall not quit their workplaces until their scheduled quitting time. Wash-up time is not provided during working hours.

B - When working an 8-hour schedule, break periods will be limited to two 15-minute rest periods per 8-hour shift and three 15-minute rest periods when working 12-hour shifts. Also, when working over 8 hours, employees will be given sufficient time to eat a meal as described in Section 4.02 B. Meal periods should be taken, so as to not hinder the efficiency of operations.

C - Employees shall consider it their responsibility to work whenever the plant is operating unless, for good cause, other arrangements have been made with the Supervisor.

D- Advance approval of absences shall be secured except in case of emergency, in which event supervisors shall be promptly notified.

E - Repeated unapproved absences shall be considered sufficient cause for discharge.

Section 4.04 Daily and Weekly Overtime

If employees work more than 40 straight time hours in any one workweek or more than 8 straight time hours (10 hours if on a 10-hour schedule, 12 hours if on a 12-hour schedule) in any one workday, they will be compensated for overtime at the rate of 1 1/2 times the straight time hourly rate.

Note 1: The 8 consecutive hour provision shall not be applied so as to convert the straight time hours of an employee's regular 8-hour straight time schedule into an overtime payment.

Note 2: It shall not be the practice to require an employee to lose time on their regular scheduled job because they have worked overtime or has worked on another job in the case of an emergency.

Section 4.05

Saturday & Sunday Premiums

An employee will be paid 1 1/2 times his straight time hourly rate for work performed on Saturday, provided **they have** worked 40 straight time hours that week, and 2 times their straight time hourly rate for work performed on Sunday, provided **they have** worked 40 straight time hours and at least 4 hours at 1 1/2 times on Saturday during that week. For purposes of satisfying the 40 straight time hour or 4 hours Saturday work requirements, the following shall count as hours of work up to 8 hours per day or 40 hours per week.

1. A worked or unworked holiday, for which the employee is paid, provided it falls on an employee's scheduled straight time day of work.
2. An absence because of layoff.
3. A paid absence resulting from jury duty, funeral leave, parental leave or vacation.
4. Absences of Union Committeemen from scheduled work as a result of participating in Step 3 grievance meetings and contract negotiating sessions with the Company.
5. All hours worked on a call back up to a maximum of 8 hours.

Section 4.06

Call-Back or Call-In Pay

A - An employee called in to work on their scheduled day off or called back after they have finished their shift and left the plant, will be paid at their applicable straight time, overtime or premium time rate for hours worked, or they will be given 4 hours at one and one half times the employee's applicable straight time rate, whichever is greater. An employee shall not be considered called back if their succeeding shift is changed, provided the employee is notified of such change at or before the end of his preceding shift and 7 hours or more have elapsed between the 2 shifts.

B - An employee required to report for work prior to their regular starting time, who continues to work into their regular shift, shall be paid 1 1/2 times their straight time hourly rate (or applicable premium rate if greater) for work performed prior to such regular starting time. Such hours paid for shall not be used to create overtime payments during the employee's regular 8-hour straight time schedule. The provisions of this paragraph do not apply in instances when the employee's 8-hour workday is moved forward to allow for earlier starting and earlier quitting times.

Section 4.07

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 their regular straight time hourly rate of pay. If they are not given that much work, they 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, or if they were advised in advance not to report for such scheduled work, or if they have been

absent and returns to work without first notifying their supervisor to determine when they should report.

Section 4.08 Distribution of Overtime

A – Employees will perform necessary overtime work. If an employee immediately notifies their supervisor that they do not wish to accept the overtime work, they will be excused as soon as a qualified replacement can be secured. All parties will cooperate in securing a qualified replacement. The following principles will apply to the distribution of overtime among available employees:

1. When daily overtime is required, it will be offered first to the employee-on-the-job. Employee-on-the-job refers to the employee on the job at the end of the shift and may include non-department employees who are working on the job that is to work overtime.
2. When other overtime is required, it will be offered first on the basis of classification seniority. However, overtime in the Utility classification will be offered on the basis of plant seniority. Selection of the classifications to work are at management's discretion. An employee who is not scheduled to work may bump into the Utility classification on the basis of their plant seniority, provided they are qualified and able to perform the job without affecting the efficiency or productivity of the work being performed.

This paragraph does not apply when scheduled on continuous, 24-hour, 4-shift operations.

3. If the above procedures do not fill the overtime or if additional employees are needed to work overtime, it may be offered to any employee in the department, subject to his skill and ability to perform the job. If necessary, the least senior (on the basis of department seniority), available employee in the department must work the overtime.
4. Utility employees will be considered to have department seniority (equal to their plant seniority) only for purposes of forcing such employees to perform overtime work at any time of the workweek.

B - Overtime will be paid on the basis of the job being worked except as noted in the following item D.

C - If overtime is necessary in job classifications scheduled on a continuous basis, the overtime will be offered to the employee on the job, to the employee scheduled to perform the job on the succeeding shift or split between them at the Company's discretion. Overtime that cannot be filled in this manner will be offered to qualified employees first by classification seniority, then by department seniority on the preceding and succeeding shifts, and finally by assignment from outside the department if necessary.

D - When overtime in the Maintenance department is necessary and an insufficient number of employees are available in the Maintenance department for the overtime work, the overtime may be assigned to the most qualified available plant employee regardless of

classification. Determination as to which employee is most qualified for the particular overtime work and which work is deemed maintenance shall be at the sole substantiated discretion of the Plant Manager or his designee. As noted in Section 3.01 - Classifications and Hourly Wage Rates, NOTES APPLICABLE TO 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.

E - If overtime (including call-backs/call-ins) is misassigned, an employee so affected shall have the opportunity to make up such missed overtime as soon as practical within a 30 calendar day period at any time mutually agreeable between the Company and the employee. Such work will be paid for at 1 1/2 times the employee's straight time hourly rate.

Section Note 1: The above Section 4.08 refers to overtime that is available or required within the framework of any regular, staggered shift or workweek and/or rotating shifts under which the plant may be operating. The shifts scheduled by the Company will prevail.

Section Note 2: The parties understand that working employees 14 consecutive days in a row is not conducive to a quality work life. The parties agree that they will strive to provide employees with 1 day of rest in 14. The 14-day period will span two payroll work weeks. The payroll work week is defined in Section 4.02. Employees may be permitted to work 14 consecutive days or more, but it is the parties desire to avoid such occurrences and avoid requiring employees to work 14 consecutive days within the two payroll work period described above unless approval is granted by the Company. The parties understand that in order to strive toward this goal that Section 4.08, Distribution of Overtime, or any other provision of the collective Bargaining Agreement that would interfere with striving toward this goal can be overridden.

ARTICLE V

SENIORITY

Section 5.01

Scope of Seniority & Consideration of Qualifications

A - An employee's seniority as covered in this Agreement shall apply only to employment at the Company's Atkinson Flour Mill and shall not apply elsewhere.

B - 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" or "qualifications" when used in this Agreement means 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.

Note 1B: An employee who transfers to a new job either through the progression system or because his job has been permanently discontinued will have a fair trial on such new job.

Note 2B: Temporary transfers are not governed by seniority.

Section 5.02

Continuous Service and Loss of Seniority

The term "continuous service" wherever used in this Agreement is the period of time that begins with an employee's most recent date of hire. Continuous service shall be broken and the employee shall lose his employee status for any of the following reasons:

1. The employee is discharged for just cause or terminated.
2. The employee quits or resigns.
3. The employee is absent without satisfactory reason for 3 consecutive working days.
4. The employee has been on layoff, or off work because of any other reason, except for military service (subject to the Uniformed Services Employment and Reemployment Rights Act of 1994), for a period of 12 consecutive months. Such 12-month period may be extended for an individual employee for up to 2 additional 6-month periods for a maximum total of 24 months by mutual agreement, in writing, between the Company and the Union.
5. The employee declines re-employment when recalled from layoff or does not report within 5 days after written notification by registered mail 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 him to immediately report to work.
6. The employee has been granted a leave of absence and does not return at the expiration date, unless such leave is extended.
7. The employee whose most recent date of hire is before September 1, 2009 retires under the ADM Pension 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 his recovery from disability, shall have his accumulated seniority restored provided he returns to work within 30 calendar days from the date of the discontinuance of his disability retirement allowance.
8. The employee whose most recent date of hire is September 1, 2009 or later retires under the Cash Balance provisions of the ADM Pension Plan for Hourly Wage Employees.

Section 5.03

Seniority Definitions

- A - Department seniority shall mean the period reflected by the Company's employment records of an employee's continuous service in a department. The Utility job classification does not have department seniority.
- B - Plant seniority shall mean the period reflected by the Company's employment records of an employee's continuous service in this plant.
- C - Classification seniority shall mean the period reflected by the

Company's employment records of an employee's continuous service within a job classification.

D - A seniority list will be posted in the plant and a copy will be supplied to the Union.

Section 5.04 Permanent Transfers - Effect on Seniority

Any employee transferring from one department or classification to another retains his past accumulated department and classification seniority in the department or classification from which he came. Such past, accumulated seniority may only be exercised if the employee is permanently transferred back to the classification or department. He may exercise his seniority in the new department or classification as of the day he commences work in the new department, however, his new department or classification seniority date will be established as of the date he was awarded the new job.

Section 5.05 Temporary Transfer - Effect on Seniority

A temporary transfer shall not give an employee seniority in the department or classification to which he is transferred, regardless of its duration. If a temporary transfer to another department or classification lasts for a period longer than 60 consecutive days, the Company and the Local Union may review such a transfer to determine the employee's seniority status.

Section 5.06 Probationary Employees

A new employee and an employee rehired after a break in continuous service will be regarded as probationary for the first 90 calendar days of continuous employment. If an employee is inactive 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. At the end of the probationary period, the employee's seniority will be established as beginning on the last date of hire immediately preceding the completion of his probationary service, and he will be classified as a regular employee. There shall be no Company responsibility for the re-employment or continuing of employment of probationary employees. The termination of a probationary employee shall not be subject to the grievance procedure.

Section 5.07 Transfers Outside of Bargaining Unit

An employee who transfers to a position with the Company which is outside the bargaining unit shall retain his accumulated departmental and classification seniority as of the date of transfer, and shall continue to accumulate plant seniority for a period of 3 months. During this 3-month period, the employee, unless discharged for just cause, may return to the bargaining unit and exercise his plant, departmental and classification seniority in the same manner as other employees in the bargaining unit. Three months after the date of transfer, all seniority rights will be forfeited.

Section 5.08 Promotions and Progression

A - Promotions shall be made to the next higher-rated job classification in the department in accordance with the Chart of Progression and subject to the employee's qualifications.

Milling Department
Relief Bolter to Bolter
Bolter or Relief Miller to Miller

Packing and Loading Department
Relief Loader or Blender to Blender or Loader

Elevator Department
Relief Elevator to Elevator Person

1. The employee holding the relief job in the classification in which the vacancy occurs must progress.

2. Permanent vacancies in the Car Cleaner, Relief Bolter, Relief Miller, Relief Elevator Person and Relief Blender or Loader classifications will be filled by Company assignment.

B - Fair Trial - An employee accepting a promotion shall be given a fair trial in the new classification, and shall be returned to his old position if he is unable to qualify.

C - Designated Tests – Company-designated tests may be used as a part of the selection process for entry into the Milling Department line of progression, Miller Apprenticeship Program and/or entry into the Miller job classification (including the Relief Miller).

D - Restriction on Downgrading - An employee may only transfer to a lower-rated job classification if a permanent vacancy exists in that classification, and then only at management's discretion.

E – Required Training – Employees assigned to the relief job classes will be required to complete training and coursework in order to progress. The Company will pay for tuition, books and supplies. The timeline for completion of coursework will be based on management discretion.

Section Note: Qualified employees may be required to advance before completion of their required coursework. In such cases, the employee will be required to finish the training or coursework with a time period agreed upon by management.

Section 5.09 Miller Apprenticeship Program

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

1. Role proficiency, overall work record, productivity and safety records.
2. See Section 5.08 C regarding designated tests for entry into the Miller Apprenticeship Program.

3. Willing and able to complete necessary coursework.

4. Willing and able to work overtime and rotate shifts as necessary.

B - Employees in the Apprenticeship program must advance to Miller or be disqualified. Advancement will be based on management judgement of the employee's skills and work performance.

C - An employee in training may be required to take formal trade courses applicable to the plant milling operation. Such coursework must be approved by management prior to enrollment. The Company will pay for tuition, books, and supplies.

D - The wage structure for the Apprenticeship program:

1. Program entry will be at the Milling Apprentice classification rate.
2. Once an employee is qualified as a Bolter and has completed the required coursework associated with this position, the employee will be paid the Relief Bolter rate and may advance into the Bolter position when a vacancy exists.
3. Once an employee is qualified as a Miller, the employee may only advance into the Miller position when a vacancy exists.

Section 5.10 Disqualifications & Permanently Discontinued Jobs

If an employee, who has been holding a permanent job, is subsequently disqualified from his classification, or if an employee's classified job is permanently discontinued, then such employee may exercise his department seniority to bump to an equal or lower-rated job classification in his own department. If this is not possible, he may exercise his plant seniority to bump to the Utility job classification. Employees affected by such bumping shall have the same bumping rights. All bumping shall be subject to the employee being immediately qualified to perform the job to which he is bumping.

Section 5.11 Accruing Classification Seniority

An employee who, by successfully bidding on or progressing to a vacant position, bypasses another classification or classifications, shall establish classification seniority in the bypassed classifications on the date he establishes seniority in his new classification. In the event a new classification is created, all employees in classifications above the new classifications shall establish seniority in the new classification on the date the new classification is established.

Section 5.12 Seniority Rights Following Rejection of Promotion

An employee within a classification of work who turns down a promotion or fails to make good on a promotion shall go to the bottom of the seniority list in the classification from which he came, for promotions in his department only.

Section 5.13

Maintenance Department - Entry and Training

A - Entry into the Maintenance Department will be either by Company 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. Company-designated maintenance aptitude, interest, job performance and skills evaluation test.
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 callback 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 have shown good job proficiency and have been a productive employee in previous jobs performed in the plant.

B - Employees in the Maintenance Technician classification must advance to Maintenance 1st Class or be disqualified. Advancement will be based on management judgment of the employee's maintenance skills and work performance.

C - An employee in training may 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 5.14

Layoffs

If the workforce is to be reduced, the resulting reductions and layoffs will be made on the following basis, subject to qualifications:

1. First, layoffs from the plant will be made on the basis of plant seniority.
2. Second, employees who are either unable to remain in their departments or whose jobs are not operating, but who have sufficient plant seniority to avoid layoff from the plant, will be reassigned to the job vacancies which result from the layoff of the employees with the least plant seniority.

In the application of the foregoing provisions, the following notes shall govern:

Note 1: A layoff will occur when work (full 8-hour shift) is not available for one or more regular employees during the employee's applicable 5-day straight time workweek excluding holidays.

Note 2: Employees in the Miller and Maintenance job classifications may be retained out of seniority order to work in their job classifications.

Section 5.15 Recalls

If the workforce is to be increased, recalls will be made on the basis of plant seniority, subject to qualifications. Employees will be recalled by telephone. If necessary, employees shall be sent written notice of recall by certified mail to the last address furnished to the Company. The following provisions shall govern recalls:

1. First, any employee still at work who has not been working in his regular job, will return to his regular job should that job be reactivated.
2. Second, a recalled employee will return to his regular job if it is vacant and operating. If it is not vacant, the recalled employee may be assigned by management to any available vacant job until such time as his regular job is reactivated or vacated.
3. Employees in the Miller and Maintenance job classifications may be recalled out of seniority order to work in their job classifications.
4. No new employees will be hired until all available regular employees have been afforded an opportunity to return to work, except that employees may be hired for jobs requiring specialized skills.

Section 5.16 Voluntary Layoffs and Recalls

A - When layoffs are to take place, a senior employee may request voluntary layoff in place of a more junior employee; provided, the Company is able to retain or recall employees which are necessary and qualified to perform all jobs. In order to avoid loss of seniority, the employee must exercise his seniority to place himself in the plant no later than the beginning of his 52nd week of layoff.

B - In the event of a recall, a senior employee on layoff may request to remain on layoff in place of a junior employee who is on layoff. In order to avoid loss of seniority, the employee must exercise his seniority to place himself in the plant no later than the beginning of his 52nd week of layoff.

Section 5.17 Milling Department Reduction-in-Force

A - This section only applies to Miller and Bolter within the Milling Department during a reduction-in-force. A reduction-in-force occurs when the Company decides to reduce the number of incumbents on the aforementioned jobs and such reduction does not result in a layoff from the plant, for example, but not limited to, reducing from a 4 crew schedule to a 3 crew schedule.

B - When a reduction-in-force occurs within the Miller and Bolter classifications, the reduction shall occur according to seniority. For reduction-in-force purposes, it is understood that "seniority" shall be Classification, Department and then Plant wide seniority.

C - A Miller or Bolter incumbent reduced-in-force may return to the position previously held on a permanent basis provided he has the seniority to replace the person on that job. Department seniority shall be utilized if the position previously held is within the same Department. If the position previously held on a permanent basis is outside the Department, then Plant Seniority shall be utilized to displace the incumbent on the job provided the employee can perform the job with minimal training. If the employee is unable to obtain a job on this basis, then he will be transferred to the non-departmental Utility job classification provided he has sufficient plant seniority.

D - Employees displaced from their job due to a reduction-in-force may return to the position they previously held on a permanent basis using the same criteria/logic as described above.

E - Should the Company return to a 4 crew schedule within 12 months from the date of the reduction-in-force or should a permanent vacancy develop, the Company will recall reduced-in-force employees in reverse order of the reduction, provided the employees recalled are qualified and capable of performing the operations with minimal training. The overall intent is to return employees reduced-in-force to the positions they previously held on a permanent basis prior to the reduction-in-force. If an employee is recalled, that employee's seniority in the Department/Classification shall be restored to the date that they were reduced in-force.

F - The above reduction-in-force criteria will apply to the Elevator Department and Loading Department should a 4 crew schedule be adopted in those departments.

Section 5.18 Temporary Labor

- (1) Outside contractors may be used to supplement the workforce in performing Utility type work on a temporary basis for short periods of time, provided there are no plant employees in layoff status. Should the Company hire a contractor's employee, then each day the individual actually works during the 90 calendar day period preceding the employee's date of hire will be counted toward satisfying the employee's 90 calendar day probationary period. Such preceding workdays shall not be used for any other purpose, and shall have no effect on either the employee's actual date of hire or his seniority.
- (2) Contractor's employees will not work daily overtime unless all regular employees who are working in the Utility classification, and who are at work at the time the overtime occurs (man-on-the-job) have been offered such overtime.
- (3) Other overtime work will not be offered to contractor's employees unless all qualified, regular employees have been offered such work. Note - weekend work would not be applicable to employees on a 4-shift operation.

Section 5.19 Seasonal Employees

The following provisions apply to seasonal employees hired during the period June 1 to October 1:

- (1) Will pay Union dues after 45 calendar days of employment.
- (2) Will not have recall rights unless the employee works beyond 90 calendar days.
- (3) Will not have holiday premium pay for a holiday worked nor pay for an unworked holiday.
- (4) Will not have any Company-provided insurance or medical benefits other than those required by law.

ARTICLE VI HOLIDAYS

Section 6.01 Recognized Holidays

A - For the purpose of this Agreement, the following 10 days will be recognized as holidays:

- | | |
|-----------------------------------|-----------------------------|
| New Year's Day - January 1 | Thanksgiving Day |
| Good Friday | Thanksgiving Friday |
| Memorial Day - Last Monday in May | Christmas Eve - December 24 |
| Independence Day - July 4 | Christmas Day - December 25 |
| Labor Day | Personal Holiday* |

Holidays falling on Sunday will be observed the following Monday. If December 24 falls on a Sunday, it will be observed on Sunday.

* 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, they may receive 8 hours straight time pay in lieu of the holiday; (3) does not apply to a new employee until they have completed 12 months of continuous service; (4) granted each contract year; (5) unused Personal Holidays are not paid to an employee whose employment is terminated for any reason; (6) an employee must be in an active work status to receive a Personal Holiday.

B- In lieu of an 11th holiday an employee whose latest date of hire is between 12-1-85 and 3-25-91 will receive 8 hours straight time pay during each calendar year at the time they take their vacation. This does not apply to employees terminating their employment with the Company, except in the case of an employee taking normal, early or disability retirement under the ADM Pension Plan for Hourly Wage Employees.

Section 6.02 Pay For Holidays Worked

An employee who works on a recognized holiday will be paid 2.5 times their regular straight time hourly rate for all hours worked on the holiday. An employee hired before August 1, 2015 who works a recognized holiday will be paid 3 times their straight time hourly rate for all hours worked on the holiday. If they work fewer than their scheduled hours on that holiday, they will be paid at their regular straight time hourly rate for the time difference between their scheduled hours and hours worked (up to a maximum of eight hours).

Note: First shift employees scheduled or called in 2 hours or less prior to their regular starting time on the day following a holiday and 3rd shift employees working on the day before

the holiday who are held over 2 hours or less at the end of their shift, will not be paid the triple time holiday premium for working such early holiday hours unless they are replacing employees who have been scheduled to work a regular 8 hour shift on the holiday.

Section 6.03 Pay For Holidays Not Worked

A - An employee who is not required to work on a recognized holiday will be paid holiday pay for that holiday equivalent to 8 hours at their regular straight time hourly rate provided they meet 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 specifically approved by the Plant Manager or representative.
2. The employee has worked at least one day during either the 7-day period preceding the holiday, or the 7-day period following the holiday, unless they are on vacation.
3. The employee is not receiving Death in the Family, Jury Duty, Parental Leave or any other pay for time not worked benefits for the same day on which the holiday occurs. If they are receiving such benefits, they will be used to offset the unworked holiday pay.
4. The employee is not on strike or in violation of Article XI - No Strikes Or Lockouts.
5. The employee has completed their probationary period.
6. The employee is not on a disciplinary suspension on the day on which the holiday is observed.

B - If an employee is scheduled to work on a holiday and fails to work as scheduled, they will not qualify for holiday pay as provided in paragraph A of this Section unless their absence is specifically approved by the Plant Manager or his representative. Such employee must have worked during the 7-day period either preceding or following the holiday.

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, he will not qualify for holiday pay as provided in paragraph A of this Section.

ARTICLE VII VACATIONS

Section 7.01 Vacation Eligibility

A - Vacations will be earned and taken on a calendar year basis. An employee who has been in the continuous service of the Company for one calendar year or more will be eligible for vacation on the following basis:

<u>Completed Years of Service</u>	<u>Weeks of Vacation</u>
1 Year	1 Week

2 – 4 Years	2 Weeks
5 – 14 Years	3 Weeks
15 – 19 Years	4 Weeks
20 or More Years*	5 Weeks

* Only employees hired prior to January 1, 2017 will be eligible for the 5th week of vacation.

B - To be eligible for a full vacation, an employee must have worked a minimum of 1250 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 for which the employee is paid 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.

C - An employee shall be eligible for the additional week of vacation or pay in lieu of such vacation when he has worked past his 2nd, 5th, 15th or 20th anniversary date of employment.

D - Employees may take up to 3 weeks (15 days) of their vacation in whole days (8 hours with the first day paid at 12 hours) and will be administered on a first come first served basis. Priority sign-up will be given to senior employees between January 1 and February 1. Any single vacation day remaining to be scheduled after December 1 will be converted to pay in lieu of time off. Day at a time vacation shall be scheduled in advance.

Note: Employees working 10 or 12 hour shifts with vacation hours over 8 hours but less than a full day (10 hours if on a 10-hour schedule or 12 hours if on a 12-hour schedule) may use them as a day of vacation. Any remaining vacation hours less than 8 hours will be paid to the employee at the end of the year.

E Upon completion of their probationary period, a new employee will receive prorated vacation based on the time the probationary period is completed, to be used during the current calendar year.

January – April	24 Hours
May – July	16 Hours
August – November	8 Hours

Section 7.02 Vacation Pay

A - The pay for each week of vacation for which an employee is eligible shall be their straight time hourly rate multiplied by 44. Vacation pay will not be based on either higher or lower rates of pay occasioned by temporary shifts to other classifications of work, unless such higher or lower rates have been continuously in effect for at least 6 months prior to the vacation period.

B - Vacation pay may be drawn in advance immediately preceding the vacation provided the Company has at least 7 days advance notice.

Section 7.03 Vacation For Less Than One Year of Service

As of January 1, an employee with less than one year of service, who has completed their probationary period, shall receive one straight time hour of vacation for each week in which they actually worked 40 or more hours in the previous calendar year up to a maximum of 40 straight time hours. The employee may, at their option, receive vacation pay in lieu of vacation time off.

Section 7.04 Holiday Pay During Vacations

If a holiday is observed during an active employee's vacation, they will receive an extra 8 hours straight time pay for each such holiday in addition to his regular vacation pay. The vacation period cannot be extended.

Section 7.05 Prorated Vacations For Those Ineligible For Full Vacations

A - An employee, who has completed one or more years of continuous service who worked less than 1250 hours in the previous calendar year, will be eligible for prorated vacation on the basis of 1/10th of a full vacation for each 125 hours worked.

B - An employee will receive prorated vacation pay instead of time off for any portion of their prorated vacation which is less than a full week (40 hours).

Section 7.06 Vacation Pay For Inactive Employees

On or after January 1, an employee who is in an inactive status because of illness, injury, approved leave of absence, or layoff, who has not taken their earned vacation (that vacation to which they became eligible on January 1) may request pay in lieu of such unused earned vacation. Such employee shall not be considered to be in a vacation status as a result of receiving his vacation pay.

Section 7.07 Vacation Pay for Terminated Employees

A - An employee who leaves the employ of the Company for any reason before taking their earned vacation or before receiving such earned vacation pay shall be paid such earned vacation pay at the termination of employment. Earned vacation is defined as a vacation for which the employee became eligible on the January 1 prior to his termination.

B - In addition to his vacation pay for the current calendar year, an employee who takes normal, early or disability retirement under the Company's retirement plan shall receive a prorated vacation benefit for the current calendar year in which retirement commences. Such benefits shall be computed at the rate of 1/10th of the full vacation benefit for each 125 hours in which the employee has worked since January 1 of the current year.

Section 7.08 Timing of Vacations

A - All vacations are granted subject to the Plant Manager's approval. Vacations will be granted at such times of the year as the Company finds most suitable, considering both the wishes of the employees and the requirements of plant operation. Within a department, plant

seniority shall govern with respect to vacation periods selected prior to April 1. Plant seniority shall govern Plantwide jobs. After April 1, vacation selection shall be on a first come, first served basis.

B - Vacations cannot be postponed and allowed to accumulate from year to year.

Section 7.09 Pay In Lieu of Vacation

Pay in lieu of vacation, or any weekly segments of vacation, may be granted to an individual employee at the Company's option except that an individual, while on disciplinary suspension, may not receive pay in lieu of vacation. Holiday pay is not added to vacations paid for under this Section.

ARTICLE VIII TIME OFF FROM WORK

Section 8.01 Leaves of Absence

A - Leaves of Absence, up to 30 calendar days, without pay, may be granted (except for gainful employment elsewhere) by the Plant Manager. The Union will be notified in writing of any such leaves granted. To the extent that the Family and Medical Leave Act is applicable, such leave will be provided in accordance with the Act.

B - Upon written request of the Union, the Company will grant leaves of absence to not more than 2 employees to accept full-time positions with the Union. Such leaves of absence shall not extend beyond the termination date of this Agreement. An employee returning to work from such leave of absence shall return to the classification he occupied at the time his leave became effective, provided he is qualified, and has the necessary seniority and the job is still in operation.

Section Note: Plant seniority, department seniority and classification seniority shall accrue during such leaves of absence.

C - Jury Duty, Bereavement Leave, Parental Leave and Military Leave will be administered in accordance with the applicable Company policy for hourly employees. The Company will notify the Union of any changes to a policy at least thirty days prior to the effective date of the change.

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's Minneapolis flour mill is set forth in a separate plan document.

Note: Coverages 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, (2) a contract with one or more insurance carriers, HMOs, PPOs, or other health care provider system, network or alliance, or (3) any other benefit or provision that is lawful under the Affordable Care Act and/or Federal and State Health Reform laws and regulations. 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 Health and Welfare Plan will be adjusted each January 1.

Section 9.02 Pension

The pension plan for bargaining unit employees at ADM's Atkinson flour mill is a separate document. This document defines pension plan eligibility and benefit provisions for bargaining unit employees. Those employees whose most recent date of hire is before September 1, 2009 will continue to be eligible for the Flat Dollar and Years of Service Multiplier pension formula. Those employees, whose most recent date of hire is September 1, 2009 or later, will be eligible only for the Cash Balance pension formula.

Section 9.03 Employee Stock Ownership Plan

The employees covered by this labor Agreement shall be eligible to participate in the 401K/ADM 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 Substance Abuse

The parties have a vital interest in maintaining a drug-free workplace. The parties will abide by the terms of the Company's Substance Abuse Policy. The Company will notify the Union of any changes to the policy at least thirty (30) days prior to the effective date of the change.

Section 9.05 Notification of Suspension or Discharge

The Company will notify the affected employee and the Local Union, in writing, of the reason for any suspension or discharge of an employee.

Section 9.06 Traveling Employees

An employee who is requested to work temporarily in another city for the Company will be reimbursed for all reasonable travel, hotel, meals and other legitimate expenses incurred and will be paid for his compensable time, at his applicable straight time, overtime or premium rate on the same basis as he would be paid if he had been at work at the Atkinson plant.

Section 9.07 Non-Discrimination

There will be no discrimination against employees based on race, color, sex, sexual orientation, gender identity, religion, disability status, national origin, age, veteran status or any other characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, Section 1981, the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA) (including claims for failure to accommodate, discrimination or retaliation), the Family Medical Leave Act (FMLA) (including claims of denial of FMLA leave or retaliation for the exercise of FMLA rights), state or local anti-discrimination laws, or any other similar law, rule, or regulation.

Section 9.08 Supervisors Working

There shall be no restriction on supervisors or other Company personnel performing any type or amount of work at any time.

Section 9.09 Bulletin Boards

Bulletin board space will be provided for official Union notices. All notices must be approved and initialed by the plant manager before posting.

Section 9.10 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.

Section 9.11 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 agreed 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.

ARTICLE X

GRIEVANCE AND ARBITRATION PROCEDURE

Section 10.01

Grievance Procedure

A grievance shall be deemed to be a dispute, submitted by an employee, involving an alleged violation of the explicit provisions of this Agreement. To be timely, a grievance must be reduced to writing and presented to the Manager or his representative within 7 calendar days after the date of the occurrence of the alleged grievance, or the date the aggrieved employee first had knowledge of the alleged grievance. The Union and the Company agree that they will process such timely grievances promptly in the following manner:

Step 1

By conference between the employee, with or without the Shop Steward (at the employee's option) and the immediate supervisor. If no settlement is reached, then the matter shall be referred to the 2nd step within 7 calendar days. If the Union does not notify the Company within 7 calendar days that the grievance is being progressed to the 2nd step, the grievance will be waived.

Step 2

The matter shall be referred to the shop stewards, a representative of the Local Union, the Plant Manager and local supervision. Grievances must be reduced to writing and properly signed at this step. If no settlement is reached, the Union must notify the Company within 7 calendar days of the meeting that the grievance is being progressed to the 3rd step or the grievance will be considered waived.

Step 3

A representative(s) of the President of the Company, the Plant Manager, and a representative(s) of the International Union or a Local Union principal officer(s) shall meet with the Union Committee in an effort to resolve the dispute. A conference call may be an appropriate method for this meeting if mutually agreed to by the parties. If no settlement is reached in this manner, then the grievance may be submitted to arbitration.

Section 10.02

Arbitration Procedure

A - If a grievance has not been satisfactorily settled by the foregoing grievance procedure, the Union, if it so desires, may request arbitration by so advising the Company in writing. Such request must be made within 60 calendar days after receipt of the Company's 3rd Step answer or the grievance will be waived.

B - If the Company and 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. Alternately, in selecting the Arbitrator the Union shall strike one name, the Company shall then strike one name, and so on, and the name of the person last remaining on the list shall be designated as the Arbitrator and his appointment shall be binding on both

parties. 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 or the grievance will be waived. The arbitrator must be selected within 45 calendar days of receipt of the panel from the Federal Mediation and Conciliation Service or the grievance will be waived. Time limits in this paragraph may be extended by written, 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 Agreement nor to establish or change any wage rate. The decision of the Arbitrator 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 shall be equally divided between the Company and the Union.

E - The Company cannot initiate grievances or arbitrations under the provisions of this Article X - Grievance and Arbitration Procedure.

Section 10.03 Time Limits

Time limits as set forth in this Article refer to calendar days and may be extended by written 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 and the Company's last decision shall be final and binding.

ARTICLE XI NO STRIKES OR LOCKOUTS

Section 11.01 No Strikes or Lockouts

A - Neither the Union nor its members will take part in any strike, sympathy strike or any other interference with or curtailment of the operations of the Company during the term of this Agreement. The Company shall have the right to invoke disciplinary action up to and including discharge of any employee participating in any violation of this paragraph A.

B - The Company will not lock out 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 TERM AND SCOPE OF AGREEMENT

Section 12.01 Term of Agreement

This Agreement, ratified and effective July 1, 2021 shall continue in full force and effect until 7 AM July 1, 2024.

Section 12.02 Complete Agreement

This Agreement 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 only by mutual agreement of both parties. If amendments 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 Company and the Union.

Section 12.03 Savings Clause

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any 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.

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

BAKERY, CONFECTIONERY,
TOBACCO WORKERS AND GRAIN
MILLERS INTERNATIONAL UNION,
AFL-CIO AND LOCAL UNION NO. 22

ADM MILLING CO.

Wally Borgan 10-1-21
Wally Borgan
President – BCTGM Local 22

Thomas Guz 10-1-2021
Thomas Guz
Labor Relations Manager

Matthew Ryder 10-1-21
Matthew Ryder
Vice-President – BCTGM Local 22

James Lesko 10/1/21
James Lesko
Plant Manager

Emily Ledyard 10/1/21
Emily Ledyard
Human Resources