

Contract No: 5115-95

AGREEMENT

BETWEEN

**BIMBO BAKERIES USA, INC.,
a Delaware corporation**

operating in

EAU CLAIRE, WISCONSIN

AND

**BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS
UNION, LOCAL 22, AFL-CIO**

Effective

NOVEMBER 14, 2021

THROUGH

NOVEMBER 14, 2026

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AGREEMENT

This Agreement made and entered into this 14th day of November, 2021, by and between Bimbo Bakeries USA, Inc., a Delaware corporation operating in Eau Claire, Wisconsin, hereinafter referred to as the Company, and the BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS UNION, LOCAL 22, AFL-CIO, hereinafter called the Union.

ARTICLE 1 RECOGNITION

Section 1.1 During the term of this Agreement, the Union shall be the exclusive collective bargaining representative for the Company's "Bakery Workers", including all employees engaged in the shipping of bakery products or any other employees engaged in cleaning and maintaining the shop in order, excluding supervisory employees above the grade of working foremen.

ARTICLE 2 UNION SECURITY

Section 2.1 In accordance with current Wisconsin law, membership in this Union shall not be a condition of employment and no person shall be denied employment on account of membership or non-membership in a Labor Union.

Should the Wisconsin right to work law be repealed or deemed invalid, the following language would replace the current ARTICLE 2, Section 2.1, Section 2.2 and Section 2.3 of the Agreement.

Section 2.1 *It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing.*

Section 2.2 *It shall be a condition of employment that all employees covered by this Agreement who are not members of the Union on the effective date of this Agreement or who are hired on or after said effective date, shall, on the 31st day following the effective date of this Agreement or the beginning of such employment, respectively, become and remain members in good standing in the Union.*

Section 2.3 *For purposes of this Article, it is agreed that all employees of the Company who are Union members as of the effective date of this Agreement and who tender payment of periodic dues and initiation fees uniformly required of all Union members shall be members in good standing with the Union. Employees required to join the Union or hired after such date who tender payment of uniformly required periodic regular dues and initiation fees beginning with the month in which each is first obligated to tender such fees and dues under this Agreement shall, for purposes of this Agreement, be members in good standing with the Union.*

Section 2.2 For purposes of this Article, it is agreed that all employees of the Company who are Union members as of the effective date of this Agreement and who tender payment of periodic dues and initiation fees shall be members in good standing with the Union. Employees choosing to join the Union or hired after such date who tender payment of uniformly required periodic regular dues and initiation fees beginning with the month in which each is first obligated to tender such fees and dues under this Agreement shall, for purposes of this Agreement, be members in good standing with the Union.

Section 2.3 It is hereby agreed that the Company deduct monthly from the wages of each employee covered by this Agreement, upon a signed authorization therefore, such employee's regular monthly dues owing to the Union as the result of membership therein, and forward the same to Bakery, Confectionery, Tobacco Workers and Grain Millers Union, Local 22, AFL-CIO, of Minneapolis, Minnesota. This article shall be subject to all federal and-state laws.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1 The management of the Company and direction of the working forces are vested solely and exclusively in the Company. Such management and direction shall include the rights to hire, recall, transfer, promote, demote and to lay off employees for lack of work or any other reason. The Company shall have the sole and exclusive prerogatives with respect to promulgation of work rules, classification of employees, assignments of work, and scheduling of hours, including overtime, to change or modify production methods or controls, to establish new jobs, increase or decrease the number of jobs, change materials or equipment, to make any changes whatsoever in the operation of its production facilities. The Company shall have the right to discharge for cause.

ARTICLE 4 UNION LABEL

Section 4.1 In consideration of signing this Agreement, the undersigned Company may be granted the use of the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union label. This label is to be secured through the Union and, if used on wrappings, is subject to conditions and Provisions of a separate agreement. In case this contract is terminated, all labels must be returned to the Union.

ARTICLE 5 FACILITY VISITATION AND UNION RIGHTS

Section 5.1 An authorized representative of Local 22 shall, upon presentation of proper credentials to a duly designated official of the company, be permitted to visit the facility of the Company for the purpose of investigating any matter arising out of the terms of this Agreement, after notifying the designated representative of the Company in advance of his/her need to do so and obtaining consent for each such visit. He/she shall not at any time interfere with the em-

ployees or interrupt them at their work. Such visits shall be limited to the time necessary to complete the business for which the visit was made.

Section 5.2 A steward or employee must have permission from the supervisor in his/her work area to be permitted to leave his/her workstation for the purpose of handling grievances under the Agreement. Time away from their jobs for handling grievances by stewards and committeemen shall be only the time reasonably required to process the grievance. In the event any employee desires to engage in any Union business or activity other than handling grievances, which interrupts performance of his/her job, consent shall be obtained from the appropriate manager for time off without pay.

Section 5.3 No Union material shall be posted on the bulletin board without prior notification and approval of management other than official notices of the Union.

ARTICLE 6 GRIEVANCE AND ARBITRATION

Section 6.1 For the purpose of this Agreement, the term "grievance" means any dispute between the Company and an employee within the unit or the Company and the Union relating to the interpretation, application, breach or violation of a specific term of this Agreement. The following procedure for settlement of grievances shall be followed:

Step 1. Oral Discussion. An employee having a grievance must discuss the matter directly with his/her supervisor. The employee, if he/she wishes, may be accompanied by the Union steward. Every effort shall be made to settle the grievance immediately.

Step 2. If such grievance cannot be resolved after oral discussion, it shall be reduced to writing, stating the nature of the grievance and the specific terms of the Agreement alleged to have been violated, and presented by the Union representative to the appropriate manager within five (5) calendar days after it occurred or became known to the grievant. The superintendent shall give a written answer to the Union representative initiating the grievance within five (5) calendar days of the time of submission to him/her. Failure of the appropriate manager to give a written answer shall be deemed denial of the grievance.

Step 3. If such disposition does not satisfactorily resolve the grievance, Such written grievance shall be submitted to the designated Company representative who will meet with the Union committee and a business representative within seven (7) calendar days from the termination of the Step 2 time period. The Company will give the Union its written disposition within seven (7) calendar days of such meeting. If satisfactory settlement is not reached from the Step 3 meeting, the grievance, at the option of either party, may be submitted to arbitration.

The officers of the Local Union may file a grievance as defined in Section 1, provided said grievance is presented in writing to the Company within twenty (20) calendar days after it occurred.

Section 6.2 The matter must be appealed to arbitration within fourteen (14) calendar days of the conclusion of Step 3 proceedings by written notice from the Union to the Company. In such event, the grievance shall be referred to an Arbitrator selected by the parties by alternate striking of names from a list of seven (7) names provided by the Federal Mediation and Conciliation Service, from the Minnesota, Wisconsin area. The fees and expenses of the Arbitrator shall be shared equally between the parties. The decision of the Arbitrator shall be final and binding on the Company, Union and employee.

Section 6.3 No individual employee shall have the right to invoke arbitration without the written consent of the Union.

Section 6.4 Time limits mentioned in this Article are maximum, and grievances shall be settled immediately whenever possible. However, the time limits may be extended by mutual written agreement. Waiver by the Company or the Union of any such time limits in any case shall not constitute a waiver by the Company or the Union of any such time limits or its right to insist on adherence to time limits in any subsequent case. Failure to process a grievance within the time requirements of this Article shall constitute a bar to further proceedings.

Section 6.5 Arbitration shall be limited to a determination of whether the Company or the Union has violated the express terms of this Agreement. The Arbitrator shall not have any authority to decide any dispute other than whether the Agreement has been violated, and he/she shall not add to, detract from, or modify in any way, the terms of this Agreement. The Arbitrator shall not have any authority to overrule any determination or decision within management's prerogatives, except on the ground that such decision is a violation of a provision of this Agreement. It is further agreed that nothing in this Article or in this Agreement shall be construed to as to require either the Company or the Union, as a substitute for collective bargaining, to arbitrate a wage rate or to arbitrate any provision proposed for inclusion in a labor agreement in the process of negotiations.

ARTICLE 7 NO STRIKE, NO LOCKOUT

Section 7.1 There shall be no strikes by the Union or lockouts by the Company during the life of this Agreement or any extension thereof. The Union shall give the Company twenty-four (24) hours written advance notice prior to any strike by the Union and the employees of the Company, and the Company shall give the Union twenty-four (24) hours written advance notice prior to any lockout of the employees of the Company. In the event that either party contacts the Federal Mediation and Conciliation Service and requests mediation the twenty-four (24) hour notification period shall be extended to seventy-two (72) hours.

Section 7.2 It shall not be a violation of this Agreement in the event a Union member refuses to go through a picket line of a Company involved in a lawful primary labor dispute. Further, it shall not be considered a violation of this Agreement for a member of the Union to refuse to perform production work for plants who are legally struck or legally locked out upon sanction of the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union except for

goods in process and except for the volume of goods which the Company normally produced for such facility prior to such legal strike or legal lockout.

ARTICLE 8 SENIORITY

Section 8.1 Bargaining unit seniority is defined as the length of unbroken service commencing with the most recent date of hire within the facility for employees covered by this Agreement. Any termination (as hereinafter defined in Section 2 of this Article) in continuity of bargaining unit service will cancel seniority theretofore accrued, and seniority can be accrued after such termination only by reemployment, in which case seniority will date from re-employment.

A part-time employee who transfers to full-time employment shall have his/her full-time seniority commence from the date the employee assumes a full-time position. An employee on the full-time seniority list who permanently transfers to part-time status shall forfeit all full-time seniority. It is the intent of this section that a full-time employee shall always have seniority over a part-time employee regardless of years of service. Any employee moving from part-time to full-time status will cash out, no later than fifteen (15) working days; the unused portion of his/her vacation after such employee is actually moved to the full-time position.

Section 8.2 An employee shall terminate his/her seniority if he/she:

1. Is laid off and not recalled to work within one (1) year from date of layoff.
2. Quits.
3. Is discharged for cause.
4. Fails to return to work as scheduled upon expiration of leave of absence.
5. Fails or refuses to report to work as scheduled when recalled from layoff, provided he/she is given notice of five (5) working days by certified mail, return receipt.
6. Retirement in accordance with appropriate pension plan provisions.
7. Is on a leave of absence in excess of one (1) year (two (2) years for a leave of absence resulting from a work related injury).

Section 8.3 Application of Seniority. When qualifications and physical capability to perform work are equal, bargaining unit seniority will determine the order of layoff in the event of a decrease in the work force or reduction in hours due to lack of work or for any other reason.

Section 8.4 Layoff Procedure. If an employee's job is eliminated or if an employee is displaced in the layoff procedure, the employee will be treated as follows:

Be placed in a job on the basis of bargaining unit seniority at the job rate for the classification to which the employee is assigned, provided he/she is qualified by having previously performed the job satisfactorily or is otherwise qualified. The Company may displace an employee with less seniority on a job to which he/she is qualified.

In the event of a layoff as heretofore described, full-time employees shall have seniority rights over part-time employees and shall, at the time of layoff, be permitted to replace part-time employees. The full-time employee assigned to another classification as a result of layoff, including part-time, shall retain his/her normal rate of pay for the first five (5) scheduled workdays following reassignment. Thereafter the employee shall be paid the rate of the job to which assigned. Full-time employees who assume part-time status while on layoff shall accumulate full-time seniority for all time worked. In the event that full-time employment becomes available, the employee assigned to part-time employment must accept the full-time position within five (5) working days or the employee's employment status will become that of a part-time employee in all respects for the purposes of working conditions and fringe benefits.

Recall from layoff shall be based upon bargaining unit seniority when qualifications and physical capability to perform the work are equal. Employees will be placed in available openings for jobs for which they are qualified.

Section 8.5 Probationary Employees. A newly employed person shall work under the provisions of this Agreement but shall be employed on a probationary ninety (90) working day basis. Thereafter, an additional ninety (90) working days may be obtained by notifying the Union. A part-time employee shall be employed on a probationary period for ninety (90) working days. During this probationary period and any extension thereof the employee may be terminated without recourse to the grievance procedure. No leave of absence, seniority or insurance rights shall be attained or acquired by any new employee until he/she has completed his/ her probationary period. If the employee successfully completes the probationary period, his/her length of service shall be counted from the day he/she began work.

Section 8.6 In the case of an anticipated layoff, the Company will give seven (7) calendar days' notice to the employees affected.

ARTICLE 9 JOB POSTING

Section 9.1 Permanent Job Openings. Whenever the Company determines there is a permanent job opening, this Article shall apply. All permanent full-time job openings in the classifications specified in Article 25 shall be posted for a period of three (3) working days. An employee desiring such job shall sign the posted notice within this period. Temporary employees may not apply for posted positions. It is the employee's responsibility to notify the Union and the Company their intention in bidding on the posted vacancy. The shop steward will make every effort to contact the employees who are absent, and said employee may authorize the shop steward to sign the posted notice in his/her absence. Only the original opening will be posted for

bid, and any remaining openings shall be assigned by the Company. The successful applicant will be chosen on the basis of bargaining unit seniority provided qualifications and physical capability of the senior employee are equal to that of other applicants. The employee who is awarded the posted job shall be assigned to that job within six (6) weeks, and, if longer, another explanation will be given to the employee. The Company shall determine the degree of relative ability of applicants. If no bids from qualified employees are received at the end of the posting period, the job may be filled by assigning it to another employee in the facility or by a newly hired employee. However, in those cases involving technical skills, the bids will be accepted only if the employee possesses minimum technical skills obtained through previous experience. An employee will be allowed only one (1) successful bid on a job for which he/she qualifies in any six (6) month period. From the date of his/her most recent successful bid, the employee's record of absenteeism shall be considered as part of the employee's qualifications. In filling job openings, the Company may consider operational requirements for experienced and qualified personnel on various shifts and may delay assignment of the successful applicant for sufficient time to train his/her replacement. The positions of night shift checker and route truck area shippers (excluding seasonal checkers) will be subject to this job posting procedure.

Section 9.2 Employees selected to fill vacancies through the posting procedure shall be subject to a qualifying period of twenty (20) working days on the job. In the event the employee fails to qualify during or at the end of the twenty (20) working days, he/she shall return to his/her former position. In the event the employee elects to disqualify himself/herself during the qualifying period, he/she may be placed in his/her previous job or in another job for which he/she is qualified if such opening exists.

Section 9.3 Temporary Transfers, Temporary transfers to higher rated jobs will be given to the senior most qualified employee when operational requirements permit. Temporary transfers to lower rated jobs will be assigned to the least senior qualified employee when operational requirements permit. All regular full-time employees who perform work in one (1) or more classifications shall receive not less than the minimum rate provided for the highest paid classification in the wage scale for all hours worked in the classification. Compensation for time not worked such as holiday pay shall not be included in the computation of the week's pay at the higher wage rate.

Employees selected for involuntary transfers shall not be assigned to work on shifts other than the employee's regular shift, however, in the event of an emergency this provision shall not apply. An emergency is defined as an event beyond the Company's control

ARTICLE 10 WORK WEEK

Section 10.1 The normal workweek for full-time employees shall be five (5) days in any seven (7) day consecutive period. The normal workweek scheduled for each full-time employee shall be forty (40) hours to be performed in five (5) days "or less". All time in excess of eight (8) hours per day or forty (40) hours per week will be considered overtime and paid at the rate of time and one half of the regular rate of pay, whichever is greater. There shall be no pyramiding

of overtime. Regular full-time employees shall be guaranteed eight (8) hours of employment or eight (8) hours of pay each workday they are called in to work. Part-time employees shall be guaranteed five (5) hours unless notified prior to their starting time that there will be less than five (5) hours of work available. The above day obligations will not apply in the event that the employee is not able to work or willing to continue to work or otherwise makes himself /herself unavailable for work as scheduled or where the failure to provide work is for reasons beyond the control of the Company, such as, but not limited to, major mechanical breakdowns, -fire, flood, power failure, strikes or an act of God. There is no guarantee of hours for temporary employees. The employee shall be required to perform any work to which he/she may be assigned in order to fill out the daily work period.

Section 10.2 The workweek schedules shall be posted on the last workday prior to the next scheduled workweek. Sickness and emergencies will have to be taken into-consideration. The Company will give a copy of the weekly schedule to the Union shop chairman or Union secretary, but will not necessarily advise them of subsequent changes to the schedule.

Section 10.3 Normally, regular full-time employees shall start their shift when the job starts, including machine set-up. In order to allow for training of new employees and vacation relief, the Company may change the shift schedules and shift hours of the employees on a temporary basis. Temporary as used in this section shall not exceed four (4) weeks.

Section 10.4 In the event the company's competitive areas go on a five (5) day Monday through Friday production schedule upon the Union's written request, the Company agrees to discuss the feasibility of implementing a similar program.

Section 10.5 It is the intent of Section 1 that employees will normally have a regular workweek schedule with regular days off, provided that when business reasons and maximum operational effectiveness necessitate, the Company shall have the right to change the normal workweek within a seven (7) day consecutive period.

Section 10.6 The parties agree that in the event the Company wishes to establish alternative work schedules that they will meet and address any Articles of the Agreement that may have an impact on the alternative work schedule. It shall also be understood that any changes made must be approved by the parties.

ARTICLE 11 GENERAL CONDITIONS

Section 11.1 It is agreed that as a condition of employment, each employee shall be subject to a physical re-examination upon request of the Company. Such re-examination shall be promptly complied with by all employees when such request is made.

Section 11.2 The Company reserves the right to select its own medical examiner or physician. The Company shall pay any and all expenses for examination of employees required by the Company.

**ARTICLE 12
PRODUCTION BY NON-UNION PERSONNEL**

Section 12.1 Supervisors shall not perform unit work except when an abnormal situation occurs when manpower able and willing to do the job is not available to assure the uninterrupted conduct of the work or while instructing employees, demonstrating proper methods and procedures of performing work operations, development or experimentation with production methods or operations, engineering maintenance work, and experimenting or doing special work involving research for improvement of production methods, machinery or materials.

**ARTICLE 13
ABSENCE FOR UNION BUSINESS**

Section 13.1 Any member of the Union acting in a representative capacity for the Union, such as Chairman, Shop Steward, or delegates from the Local Union to conferences, -which necessitates their absence from employment shall be considered on leave of absence for such time and shall retain and accumulate seniority rights. Such leave of absence will be limited to five (5) working days per calendar year.

Section 13.2 Not more than one (1) employee at a time shall be granted such leave except by mutual agreement with the Company. The employee shall notify the Company in writing as early as possible. Such leave shall not be used for the purpose of hampering production. An employee who is appointed or elected to a full-time position with the Union shall retain and accumulate his/her seniority but not for more than three (3) years.

Section 13.3 The Company shall release the union stewards without pay to attend Union-sponsored training programs up to eight (8) hours per annum for one (1) steward. Such hours to be counted as hours worked for benefit purposes.

**ARTICLE 14
MILITARY SERVICE**

Section 14.1 The Company agrees to comply with the provisions of the Military Selective Service Act of 1967, and all amendments thereto.

**ARTICLE 15
LEAVE OF ABSENCE**

Section 15.1 Any full-time employee desiring a leave of absence from his/her employment shall secure written permission from the Company and shall submit a written application stating the purpose of the leave and the length of the period desired to the Company at least thirty (30) days prior to the requested leave, unless shorter notice is agreed to between the Company and the employee. The maximum leave of absence shall be for thirty (30) days but may be extended for a thirty (30) day period upon permission of the Company and Union. Said leave of absence shall

be without pay. An employee, while on leave of absence, shall not attain employment with another Company without having obtained prior permission to do so from the Company and Union. An employee receiving a leave of absence from the Company shall retain and accumulate his/her seniority rights during the approved leave of absence period and any approved extension thereof.

Any violation either of the Family and Medical Leave Act or of any state laws relating to family and medical leave shall be subject to the grievance and arbitration provisions of this Agreement. Any remedies provided for in those laws as well as any remedies applicable to any other violation of this Agreement shall be applicable to any violation of such laws.

ARTICLE 16 FUNERAL LEAVE

Section 16.1 Full-time employees shall be granted, with straight-time pay, up to three (3) days of scheduled time lost between the day of death and the day of the funeral, inclusive, not to exceed eight (8) hours in any one (1) day, for attending the funeral of current spouse, children, father, mother, brother, sister, current mother-in-law, current father-in-law, current stepchildren, current stepfather and current stepmother. The period between the day of death and day of funeral shall be extended to the day after the funeral when the funeral takes place in excess of 175 miles from Eau Claire. Employees shall be granted, with straight-time pay, one (1) day of scheduled time lost for attending the funeral of the grandparents or grandchildren of the employee or his/her spouse. Employees on vacation, layoff, sick leave or any kind of absence, shall be ineligible for funeral leave pay. The funeral leave of one (1) to three (3) days shall be defined as the entire day off the funeral, from 12:01 A.M. through midnight.

Section 16.2 Full-time employees shall receive one (1) day paid, if scheduled day is missed, to attend the funeral of the employee's current brother-in-law or sister-in-law.

Section 16.3 After three (3) years of continuous service, part-time employees shall receive four (4) hours pay when absent to attend the funeral of an individual identified in Sections 16.1 and 16.2 above. Temporary employees are not entitled to funeral pay.

ARTICLE 17 HOLIDAYS

Section 17.1 The following shall be recognized as the only holidays referred to in this Article: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day and employee's birthday. Christmas shall be observed on the holiday itself.

Section 17.2 During the week in which each of the above holidays occur, each full-time employee covered by this Agreement shall receive eight (8) hours of straight-time pay and (after completing three (3) years of continuous service) each part-time employee shall receive four (4) hours straight time pay in addition to his/her weekly earnings, provided, however, that the employee must work the last scheduled day prior to the holiday and the first scheduled day

following the holiday to receive holiday pay. Employee must work all of his/her scheduled shift the day before and the day after the holiday. The holiday will be designated the week before, for the purpose of defining holiday pay. Temporary employees are not entitled to holiday pay.

Section 17.3 All eligible regular full-time employees must work one (1) year and all eligible part-time employees must work three (3) years to be eligible for the birthday holiday. The "Birthday Holiday" is to be defined as the shift hours, which start on the actual birth date between the hours of 12:01 A.M. and midnight. Provided you are eligible for the birthday holiday, the employee will have one (1) year from date of birthday to schedule, provided it does not supercede any other contract language. Should the birthday fall on a scheduled off day, the employee will receive the next scheduled workday off as the "Birthday Holiday". The birthday holiday may be taken on or after the date of the employee's birthday (assuming the employee was eligible on the date of his/her birthday) on a day mutually agreed upon by the Company and employee. The birthday holiday may be taken with thirty (30) days written notice to the employee's supervisor and by mutual consent. Employees will be allowed, upon signing authorization form, and by mutual agreement, to take their birthday holiday prior to earning. This birthday holiday may not be taken during the months of May, June, July and August unless the employee's actual birthday falls during these months.

Section 17.4 The above eight (8) hours shall not be taken into account when overtime is computed for the day or for the week involved.

Section 17.5 In the weeks in which Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day, and New Year's Day occur, the workweek shall be four (4) days or less. All time worked in excess of thirty-two (32) hours or four (4) days shall be paid at the rate of time and one-half in addition to the eight (8) hours' holiday pay. The Company shall have the right to assign employees to different scheduled workdays in keeping with the object of working four (4) days or less in a holiday week.

Section 17.6 If any holiday, including the birthday holiday, falls during an employee's vacation he/she shall receive holiday pay.

Section 17.7 The Company will schedule production for the Christmas week in a manner to provide the employees a Christmas holiday from 6 P.M. Christmas Eve to 6 P.M. Christmas Day. It is understood that the Company shall determine the necessary scheduling of employees to provide for this holiday and to meet operational requirements. It is further understood that some employees, based on past practice, will be scheduled for a twenty-four (24) hour holiday but at times different than those delineated herein. Shipping employees will work on Christmas Day as needed.

**ARTICLE 18
VACATIONS**

Section 18.1 Vacations shall be granted to all regular full-time employees who have one (1) year or more of continuous service for the Company. Vacation shall be based on continuous service as follows:

Upon completion of one (1) year of service	1 week	(2%)
Upon completion of three (3) years of service	2 weeks	(4%)
Upon completion of eight (8) years of service	3 weeks	(6%)
Upon completion of fifteen (15) years of service	4 weeks	(8%)
If hired prior to November 4, 2007 then:		
upon completion of twenty-five (25) years of service	5 weeks	(10%)

Upon completion of one (1) year of service, part time employees will be entitled to one (1) week of vacation calculated as described in Section 18.2. Temporary employees are not entitled to vacation.

Section 18.2 Vacations shall be granted to all full-time employees who have one year or more of continuous service for the Company and have worked 1,040 hours in the preceding year to qualify for a full vacation. One week of vacation pay for full-time employees shall be computed at the rate of two percent (2%) of the amount as set forth on the employee's Federal W-2 earnings for the preceding year. Refer to above for the formula to be used. Vacation pay for part-time employees shall be computed by dividing the employee's W-2 earnings for the prior year by the number of weeks worked by that employee in the prior year.

Vacations must be taken during each year and shall not be carried over from year to year. If an employee was unable to take his/her vacation because of work requirements, as determined by the Company, he/she shall receive the equivalent vacation pay.

Nothing in Section 1 of this Article shall prohibit the Company from "anticipating" that a vacation will have been earned by an employee on or before his/her anniversary date and the Company's granting of said vacation at a mutually agreed upon time.

In the event an employee resigns, is laid off or discharged prior to anniversary date after having taken or been paid for a vacation or portion thereof as yet unearned, the value of the unearned portion of the vacation taken or vacation pay received shall be deducted from the employee's pay.

Section 18.3 A roster divided in calendar weeks, covering the period of January 1 to December 31, listing employees according to seniority shall be posted not later than November 1st and will

remain posted until January 1st. Employees shall be granted their choice of vacation according to seniority. The Company shall determine the number of employees that may be off at any one time as determined by the operational needs of the company. The Company shall block out the week preceding Memorial Day, July 4th and Labor Day from the taking of vacation.

The procedure for determining vacation weeks taken will be as follows:

- 1) Employees with five weeks of vacation may take up to three (3) weeks of vacation during their 1st choice period. A period to be defined as forty-eight (48) hours.
- 2) Employees with four (4) weeks of vacation may take up to two (2) weeks of vacation during their 1st choice period.
- 3) Employees with three (3) weeks of vacation may take up to two (2) weeks vacation during their 1st choice period.
- 4) Employees with two (2) weeks of vacation may take up to two (2) weeks vacation during their 1st choice period.
- 5) Employees with one week of vacation (or less) may sign up for up to one (1) week during their 1st choice period.

Sign up for vacations shall continue in rotation until all employees have signed for their vacation. Those employees who do not sign up during their allotted time period shall forfeit their seniority rights to that signing period, once selection has been made, the time period then expires. Employees who are requesting time ahead of more senior employees must first get this approved in writing by the more senior employees. Employees requesting vacation during the sign-up period (11/1-1/1) will be scheduled by management and can only be bumped by senior employees.

Part-time employees shall have a separate vacation sign-up sheet and shall not be allowed to sign for vacation until after January 1st. Vacations for part-time employees will be granted by seniority until all weeks have been signed for. All vacation selection must be completed by January 31 of each year. The Company will designate the holiday week.

Section 18.4 In the event a paid holiday occurs during the employee's vacation, the employee shall receive his/her holiday pay for such week in addition to vacation pay.

Section 18.5 Any employee, who, upon written one (1) week's notice, terminates his/her employment, shall receive his/her earned vacation upon a pro-rated basis.

ARTICLE 19 JURY DUTY

Section 19.1 Employees required to report for jury duty service shall be paid the difference between jury duty pay and their regular pay, not to exceed eight (8) hours of straight-time pay for each scheduled workday lost while on jury duty. Travel allowance shall not be considered as jury duty pay. Employees so called for jury duty are to report for work when excused from serving any jury duty time provided work is available. If work is not available, the employee shall then report according to schedule. Jury duty shall be limited to petit jury only. Part-time and temporary employees are not entitled to pay for jury service.

Section 19.2 Employees who perform jury service shall be excused for a twenty-four (24) hour period. This period can begin prior to service or after service but is restricted to one or the other, provided management is notified.

ARTICLE 20 INJURY ON THE JOB

Section 20.1 If an employee is injured on the job, and provided said injury requires immediate medical attention, the employee shall be paid for the balance of the shift on which he/she was injured up to a maximum of eight (8) hours.

Section 20.2 This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans With Disabilities Act (ADA). In the event a proposed accommodation will conflict with an express provision of this Agreement, the parties, at either's request, shall meet to discuss the proposed accommodation.

The parties agree that any accommodation made by the Company and/or the Union with respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

ARTICLE 21 INSURANCE

Section 21.1

The Company will provide eligible employees with medical, dental and ancillary benefits as identified below. Full-time employees are defined as eligible. Part-time employees scheduled or expected to work twenty-four

(24) or more hours per week are initially defined as eligible. Following their first twelve months, and each year thereafter, eligibility for part-time employees is measured by looking back at the hours worked over the previous 12-month period. If the part-time employee works an average of twenty-four (24) hours or more per week over this period, he/she will be eligible for benefits the following calendar year.

For example, a part-time employee who works an average of twenty-four (24) hours per week during the 12-month look back period conducted in 2021 will be offered coverage for January 1, 2022 through December 31, 2022. Similarly, a part-time employee who fails to work an average of twenty-four (24) hours or more per week during the 12-month look back period conducted in 2021 will not be offered coverage for the period of January 1, 2022 through December 31, 2022.

It is understood that, when determining whether a part-time employee averaged twenty-four (24) or more hours per week during the 12-month look-back period, only those weeks worked or paid (i.e. vacation, disability) will be used.

For example, if a part-time employee worked or was paid 26 weeks over the look-back period and averaged twenty-four (24) or more hours over those 26 weeks, they would qualify to receive benefits the following calendar year.

In another example, a part-time employee worked or was paid 10 weeks over the look-back period and was off work for a certain number of weeks due to an approved disability (i.e. STD, LTD, Worker's Comp). Because the part-time employee averaged twenty-four (24) or more hours over those 10 weeks, they would qualify to receive benefits the following calendar year.

Except as otherwise stated in this Article, employees are eligible for the identified benefits following sixty (60) days of employment.

Coverage for employees on Family Medical Leave, Short Term Disability, Workers Compensation or Long-Term Disability will continue through the period of the leave up to a maximum of twelve (12) months and provided the employee continues to make any required contributions for benefits.

At termination of employment, medical and dental benefits will continue through the last day of the month in which either the employee last worked or the expiration of any of the above leaves of absence. All other benefits terminate on the day immediately following either an employee's last day of work or the expiration of any of the above leaves of absence.

Section 21.2 – Medical Plan

During the term of this Agreement, the Company will provide eligible employees with medical benefits. Eligible employees electing medical coverage will be provided benefits in accordance with the P324 or B500 medical plan (employee to choose).

Eligible employees hired after May 27th, 2016 electing medical coverage will be provided benefits in accordance with the B500 medical plan. After five (5) full calendar years of employment, employees will be eligible to enroll in the P324 or B500 medical plan beginning January 1 of the following year.

Section 21.3 – Dental Plan

During the term of this Agreement, the Company will provide eligible employees with dental benefits. Eligible employees electing dental coverage will be provided benefits in accordance with the D210 dental plan.

Section 21.4 – Medical and Dental Plan Cost Share

Eligible employees electing medical and/or dental coverage shall share in the cost of said coverage in accordance with the following schedule:

	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
P324/D210					
Single	\$10.00	\$12.00	\$15.00	\$18.00	\$20.00
Employee + Spouse	\$25.00	\$28.00	\$30.00	\$36.00	\$40.00
Employee + Child(ren)	\$25.00	\$28.00	\$30.00	\$36.00	\$40.00
Employee + Family	\$35.00	\$40.00	\$45.00	\$50.00	\$60.00
B500/D210					
Single	\$2.00	\$4.00	\$6.00	\$8.00	\$10.00
Employee + Spouse	\$4.00	\$8.00	\$12.00	\$15.00	\$20.00
Employee + Child(ren)	\$4.00	\$8.00	\$12.00	\$15.00	\$20.00
Employee + Family	\$6.00	\$12.00	\$20.00	\$25.00	\$30.00

Said cost share will be deducted on a pre-tax basis through payroll deduction.

Section 21.5 – Ancillary Benefits

A. Life and Accidental Death & Dismemberment (AD&D)] Insurance

The Company will provide eligible employees with \$20,000 (twenty thousand dollars) of life and accidental death & dismemberment insurance coverage.

B. Short Term Disability

For eligible employees as described in Section 1, the Company will provide a short-term disability benefit to qualifying employees of three hundred ten dollars (\$310) per week.

Effective January 1, 2022, the short term disability benefit will increase to three hundred twenty-five dollars (\$325) per week. Effective January 1, 2023, the short term disability benefit will increase to three hundred forty dollars (\$340) per week. Effective January 1, 2025, the short term disability benefit will increase to three hundred fifty-five dollars (\$355) per week.

Short-term disability insurance is available at no cost and payments made in conjunction with this benefit will commence on the first (1st) day of a non-work-related accident or injury and on the eighth (8th) calendar day for an illness up to a maximum of twenty-six (26) from the last day of work within any rolling twelve (12) month period. Upon approval of STD, available FMLA will run concurrently. A medical release to return to work must be presented to both HR and the plan administrator prior to return to work.

C. Additional Insurance

The Company will provide employees the opportunity to purchase Company sponsored optional benefits such as vision, optional life and AD&D, dependent life (for spouse and child), and/or long-term disability. Employees electing to purchase said additional benefits will be required to pay the full cost of the premium. Optional benefit offerings and costs are subject to change on an annual basis.

Section 21.6

The selection of a specific insurance carrier, provider, network or alliance will be at the Company's option and may be changed by the Company during the term of the Agreement.

Notwithstanding the above, the design and benefit levels in the P324, B500 and D210 plans will remain unchanged for the life of the agreement.

**ARTICLE 22
PENSION**

It is hereby agreed to provide pension and retirement benefits as follows:

Section 22.1 The Company hereby agrees to be bound as a party to all the terms and provisions of the Agreement and Declaration of Trust dated September 11, 1955, as amended, establishing the Bakery and Confectionery Union and Industry International Pension Fund (hereinafter called the Fund) and said Agreement is made part hereof by reference.

Section 22.2 The Company agrees to make payments to the Bakery and Confectionery Union and Industry International Pension Fund for each employee working in job classifications covered by the said Collective Bargaining Agreement as follows:

Effective 12/31/2015	Effective 12/31/2016	Effective 12/01/2017
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Monthly Benefit Level	\$1,225	\$1,225	\$1,225
	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Plan A	\$1.6525	\$1.6525	\$1.6525
Plan C	\$0.2450	\$0.2450	\$0.2450
Plan C C	\$0.0613	\$0.0613	\$0.0613
Plan D-2%	\$0.2450	\$0.2450	\$0.2450
Surcharge Zone	\$0.1039	\$0.1039	\$0.1039
Schedule Rate	<u>\$0.4091</u>	<u>\$0.6300</u>	<u>\$0.7769</u>
Total	\$2.7978	\$2.9377	\$3.0846
	Effective 12/31/2018	Effective 12/31/2019	Effective 12/01/2020
Monthly Benefit Level	\$1,225	\$1,225	\$1,225
	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Plan A	\$1.6525	\$1.6525	\$1.6525
Plan C	\$0.2450	\$0.2450	\$0.2450
Plan C C	\$0.0613	\$0.0613	\$0.0613
Plan D-2%	\$0.2450	\$0.2450	\$0.2450
Surcharge Zone	\$0.1039	\$0.1039	\$0.1039
Schedule Rate	<u>\$0.9311</u>	<u>\$1.0930</u>	<u>\$1.2631</u>
Total	\$3.2388	\$3.4077	\$3.5708

Section 22.3 For the purpose of this Article, it is understood that contributions shall be payable on behalf of employees from the first day of employment, whether said employees are permanent, temporary, or seasonal, or full-time or part-time employees and regardless of whether or not -hey are members of the Union.

Section 22.4 It is agreed that the Pension Plan adopted by the Trustees of said Pension Fund shall be such as will qualify for approval by the internal Revenue Service of the United States Treasury Department, so as to enable the Company to treat contributions to the Pension Fund as a deduction for income tax purposes.

Section 22.5 Contributions provided for herein shall be paid monthly and shall be accompanied by a completed remittance report. Both payment and report are due on the tenth (10th) day of the month following the month covered by the report. In the event the Company fails promptly to pay amounts owed, the Company shall pay such collection costs, including court costs and

reasonable attorneys' fees, as the Pension Fund shall incur, and shall pay interest at such rate as the Trustees shall fix from time to time.

Section 22.6 The payments so made to the Fund shall be used by it to provide retirement benefits for eligible employees in accordance with the Pension Plan of said Fund, as determined by the Trustees of said Fund, to be applied to the eligible employees based on the amount of Company contribution.

Section 22.7 This clause encompasses the sole and total agreement between the Company and the Union with respect to pensions or retirement.

Section 22.8 This clause is subject in all respects to the provisions of the Labor-Management Relations Act of 1947, as amended, and to any other applicable laws.

ARTICLE 23 LUNCH PERIOD

Section 23.1 Each employee shall be entitled to a non-paid lunch period of twenty (20) minutes in each workday.

Section 23.2 Two (2) ten (10) minute rest periods shall be granted during an employee's workday if scheduled to work more than six (6) hours. If scheduled for work for four (4) hours or more up to six (6) hours, an employee will be entitled to one (1) such rest period. If an employee is scheduled to work more than eight (8) hours, he/she shall be granted an additional twelve (12) minute break after eight (8), ten (10), and twelve (12) hours.

ARTICLE 24 UNIFORMS

Section 24.1 Where required, the Company will provide for each full-time employee five (5) changes of uniforms per week. The employee will share one-half (1/2) the cost of rental and cleaning of the uniforms. For full-time, eleven (11) total uniforms.

After ninety (90) days of employment the Company will provide three (3) changes of uniform for regular part-time employees. Part-time employees will share one-half (1/2) of the cost of rental and cleaning of the uniforms. For part-time, seven (7) total uniforms.

Employees must report to work in a clean, laundered regulation uniform each day.

ARTICLE 25 CLASSIFICATIONS AND HOURLY RATES

Section 25.1 Hourly rates and classifications shall be as follows:

11/14/2021 11/13/2022 11/12/2023 11/10/2024 11/15/2025

Checker Loader	\$21.72	\$22.17	\$22.62	\$23.02	\$23.42
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Section 25.2 Any employee designated by the Company as a leader shall be paid twenty cents (\$0.20) per hour over the rate of their current top rate. Selection shall be made by the Company without regard to job posting.

Section 25.3 All new employees (including part-time and temporary employees) shall be paid ninety percent (90%) of the specified rate for work performed in the above classifications during their probationary period.

Section 25.4 If the Company establishes a new classification during the term of the Agreement, the Company and the Union will meet and confer to establish a rate for the classification. If the parties cannot agree on a rate within thirty (30) days from the date the new classification is established, the rate matter will be submitted to arbitration.

Section 25.5 All employees will be required to receive their pay via the Company's direct deposit program.

ARTICLE 26 NIGHT PREMIUM

Section 26.1 The Company agrees to pay a night premium of fifteen cents (\$0.15) per hour in addition to the regular hourly wage rate to full-time employees performing work between the hours of 6:00 P.M. and 6:00 A.M. Part-time employees are entitled to the referenced night premium after one (1) year of continuous service. Temporary employees are not entitled to night premium.

ARTICLE 27 EARNED WORK CREDIT

Section 27.1 Any full-time employee who is assigned to a work schedule that does not provide for two (2) consecutive days off shall be credited with one earned work credit share for each Sunday worked under any such non-consecutive day work schedule. Part-time and temporary employees are not eligible for the earned work credit.

Section 27.2 Moreover, it is the situation of this Agreement that the Company shall either establish work schedules which provide for consecutive days off, or pay the earned work credit share. The Company agrees notwithstanding the provisions of sub-paragraph 26.1 above that consecutive days off shall be a combination of Friday-Saturday, Saturday-Sunday, or Sunday-Monday.

Section 27.3 It is understood that for the purpose of determining earned work credit shares, an employee's holiday shall be his/her day off closest to the calendar day on which the contract holiday falls, and such day shall be considered a day worked.

Section 27.4 Earned work credit shares have an accrual value of nine dollars and fifty cents (\$9.50) per share.

Section 27.5 The pay for earned work credit as provided for in Section 27.4 above shall be accrued during the twelve (12) month period ending with the last pay period prior to December 1 of each year. The earned work credit will be paid by December 15th of each year.

Section 27.6 Payments shall be paid to employees having at least thirty (30) days of service, and who, on December 1st, are:

1. Regular full-time employees, or
2. Regular full-time employees who have continued on the payroll as part-time employees, or
3. Employees on layoff status with right to recall, or
4. Employees who retire prior to December 1, or
5. Employees who have died prior to December 1, or
6. Employees permanently separated prior to December 1, as the result of a facility closing, or
7. Employees with at least one year of service who terminate their employment for any reason prior to December 1, and who do not fall into any of the above categories.
8. Those employees covered under Section 27.6, sub-paragraphs 4,5, and 6 shall be paid for at the time of death or the time of termination.

Section 27.7 It is expressly understood and agreed that:

1. No employee shall have the right to receive any payment for earned work credit shares unless he/she qualifies on December 1 of each year for such payment, in accordance with the provisions of Sections 27.4, 27.5 and 27.6.
2. The accrual or payment of earned work credit shares will not be included in the computation of any other fringe benefit, including overtime.
3. The article shall not be construed to require the Company to duplicate payments for Health and Welfare or Pension for any employee.

**ARTICLE 28
PART-TIME AND TEMPORARY**

Section 28.1 Part-time employees are those employees whose normal schedule is less than forty (40) hours weekly on an anticipated fifty-two (52) week basis. Temporary employees are those hired as seasonal and vacation replacements for a period beginning between April 15 and September 15. If the temporary employee works after September 15, he/she shall then be either a part-time or regular full-time employee whose seniority shall be in accordance with Article 8.

**ARTICLE 29
SAVINGS CLAUSE**

Section 29.1 It is understood and agreed by and between the Company and the Union that if any term or provision of this Agreement or the application of such term or provision to any person or circumstance shall be held invalid by any proper agency or court of the state or federal government, the remainder of this Agreement shall not be affected and shall remain in full force.

Section 29.2 In such event, the Company or the Union, at the option of either, may request renegotiation of such invalid provision for the purpose of replacement thereof.

**ARTICLE 30
UNION CONTRIBUTION**

Section 31.1 The Company hereby agrees to honor contribution deduction authorizations from its employees who are Union members in the following form:

I hereby authorize the Company to deduct from my pay the sum of per month and to forward that amount to the BCTGM-PAC at BCTGM Local No.22 headquarters. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the BCTGM-PAC are not conditions of membership in the Union or of employment with the Company and that BCTGM-PAC will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections.

Section 31.2 The employee will not be allowed to change the amount designated to be deducted more than once a contract year.

**ARTICLE 31
NON-DISCRIMINATION**

Section 32.1 Neither the Company nor the Union shall illegally discriminate against any individual because of race, religion, color, age, sex, sexual orientation, handicap, or national origin with respect to opportunity for tenure of employment or with respect to any term or condition of employment, or any other right, benefit, duty or obligation created and/or protected by the provision of this Agreement.

Section 32.2 Whenever, in this labor Agreement, "men" or related pronouns may appear, either as words or as parts of words, they have been used for literary purposes and are meant in their generic sense (i.e., to include all persons -both female and male sexes).

**ARTICLE 32
SUBSTANCE ABUSE POLICY**

Section 33.1 The Company and the Union agree that the EGR Substance Abuse Policy and EAP as negotiated during the 2001 negotiations are made part of this Agreement by reference.

**ARTICLE 33
NEW TECHNOLOGY**

Section 34.1 The BCTGM and the Company recognize that compelling competitive conditions affecting a specific facility may require changes in production processes, machinery and work methods. The Company agrees to notify the Union at the earliest possible time of any plans to make substantial changes in existing production processes, machinery or work methods and to provide no less than sixty (60) days advance notice.

The Company agrees to meet in an attempt to resolve any issues regarding any proposed changes in, or impact on, Union jurisdiction, employees' job classifications, rates of pay, workload, job training, job elimination and the procedure for awarding newly created bargaining unit jobs.

The Company further agrees to provide reasonable and appropriate training and retraining necessary to perform bargaining unit work on new equipment, including any newly created unit jobs, or to perform other work to which they might be reassigned or transferred. The Company further agrees to negotiate with the Union the design and delivery of training programs.

The parties further agree to recognize seniority requirements under each local Agreement in the selection of employees for training, retraining and job assignments.

**ARTICLE 34
DURATION**

This Agreement shall be effective as of November 14, 2021, and shall remain in full force and effect through and including November 14, 2026, and thereafter shall automatically renew itself from year to year unless sixty (60) days, and not more than ninety (90) days, before the termination date or anniversary date thereof, either party serves written notice to the other party of the desire to amend, add to, or terminate this Agreement.

BIMBO BAKERIES USA, INC,
a Delaware corporation
operating in Eau Claire, Wisconsin

Eric Bonawitz

Date:

1/3/2022

BAKERY, CONFECTIONERY, TOBACCO
WORKERS AND GRAIN MILLERS UNION
LOCAL 22 AFL-CIO

Walter Boya

Date:

1-3-22