

**Contract # 1295-34**

**AGREEMENT**

**BETWEEN**

**LOCAL 22 OF THE  
BAKERY, CONFECTIONERY, TOBACCO WORKERS  
AND GRAIN MILLERS  
INTERNATIONAL UNION  
(Green Bay, Wisconsin)**

**AND**

**BIMBO BAKERIES USA, INC.,  
a Delaware corporation  
operating in Green Bay, Wisconsin**

**In Effect  
July 24, 2022  
to and including  
July 21, 2029**

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## **AGREEMENT**

THIS AGREEMENT is made and entered into this 24th day of July, 2022, by and between Bimbo Bakeries USA, Inc., a Delaware corporation operating in Green Bay, Wisconsin, hereinafter referred to as the "Company", and Local 22 of the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union, 312 Central Ave. S.E. Suite 590, Minneapolis, Minnesota, hereinafter referred to as the "Union."

### **ARTICLE 1 UNION RECOGNITION**

**Section 1.** The Company recognizes the Union as the sole collective bargaining agent for all hourly Checker/Loader employees, as listed in Article 13 herein, employed by the Company at its Green Bay, Wisconsin depot.

### **ARTICLE 2 UNION SECURITY**

**Section 1.**

(a) It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union on the date of execution of this Agreement shall remain members, and those who are not members on date of execution of this Agreement shall on or after the thirtieth (30th) day following the date of execution of this Agreement, become and remain members of the Union.

(b) Under 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.

**Section 2.** The Company agrees to submit to the Union on the first (1st) day of each calendar month a list of new employees indicating the date of hire and full or part time status of such employee.

**Section 3.** The Company agrees to deduct from the wages of each employee covered by this Agreement the employee's dues and/or initiation fees for membership in the Union, providing that the Company has received from each employee on whose account such deductions are made a written assignment of amount to be deducted, which shall not be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. The Company agrees to remit such deducted monies to the Union as soon as possible but not later than ten (10) days from the date of receipt by the Company of Union's dues statement.

**ARTICLE 3**  
**MANAGEMENT**

The right to hire, transfer, suspend or discharge employees for proper cause; the right to relieve employees from duty because of lack of work or for other legitimate reasons; the general direction and control of the working force; and the management of the property, business and corporate affairs of the Company, shall be vested exclusively with the Company, subject only to the terms and conditions of this Agreement.

**ARTICLE 4**  
**TERMINATION OF EMPLOYMENT**

**Section 1.**

(a) No employee shall be discharged without just cause, except as hereinafter qualified. The Company agrees to give an employee who is to be permanently laid off one (1) week's notice, or one (1) week's pay in lieu thereof, provided that such employee has been in the service of the Company as a regular employee for one (1) or more years. An employee wishing to quit his or her position must inform the Company and the Union one (1) week in advance.

(b) "Discharge" of an employee shall be in the presence of a Union member, if available, and the Company shall within two (2) office work days notify the employee and the Union in writing of the date of discharge and the reason therefore.

**Section 2.** A new employee shall work under the provisions of this Agreement but shall be employed on a ninety (90) calendar day trial basis, during which period he/she may be discharged without further recourse. After ninety (90) calendar days of employment the employee shall be placed on the regular seniority list, with the date he/she was first employed.

(a) An employee who is not reporting to work as scheduled must notify his/her immediate supervisor or another member of management, if the supervisor is not available, unless other arrangements are made by prior agreement, of his/her absence prior to the starting time of the shift; failure to do so may result in disciplinary action. Employees calling to notify the Company that they will not report as scheduled, may also request to talk to the Union Steward or another Union member on the employee's shift. Absence without calling and speaking to the employee's immediate supervisor or another member of management, if the supervisor is not available, prior to the end of the scheduled shift for two (2) consecutive scheduled days shall be deemed a voluntary quit.

**ARTICLE 5**  
**HOLIDAYS**

**Section 1.** The following shall be recognized as the only holidays referred to in this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Company may designate the day during the holiday week to be observed as the holiday. In addition, employees who have worked more than one full year as of

the date of their birthday shall be granted a day off with pay on the day of their birthday or on a later date, as may be mutually agreed upon between the employee and the Company. Effective January 1, 2003 an additional floating holiday in honor of Dr. Martin Luther King Jr. shall be added.

**Section 2.** During the weeks in which each of the above Holidays occur, each regular full-time employee covered by this Agreement shall receive a Guarantee of eight (8) hours of straight time pay in addition to their weekly earnings. The Holiday week shall consist of a minimum of thirty-two (32) hours of work in four (4) days and will be Guaranteed to all regular full-time employees who are scheduled and report for work on each of the four (4) scheduled days, provided the employee reported for work on his or her scheduled work day previous to and following the Holiday. The foregoing qualifications shall not apply in case of an employee who is absent because of proven illness Or who has been excused by the Company for reasons mutually satisfactory to the Company and the Union, provided the employee has performed some work in the calendar week in which the Holiday occurs.

**Section 3.** The above eight (8) hours shall not be taken into account when overtime is computed for the day or for the week involved.

**Section 4.** One and one-half (1-1/2) times the straight time hourly rate shall be paid for each hour in excess of thirty-two (32) hours worked in a prescribed Holiday work week.

**Section 5.** Holiday pay to part-time workers shall be computed upon the basis of the number of hours per week regularly being worked.

## **ARTICLE 6**

### **HOURS OF EMPLOYMENT**

**Section 1.** The regular full-time employees' scheduled work week shall consist of five (5) days, with a minimum of forty (40) hours work. The two (2) days off each week need not be consecutive. Except during a week in which a prescribed Holiday occurs, any full-time employee in the employ of the Company for one (1) year, who reports for work on each of his or her scheduled work days in any one (1) week, shall be guaranteed pay for such week equivalent to, and not less than forty (40) hours at the employee's straight time hourly rate. The guarantee of forty (40) hours pay is contingent upon there being no emergency condition beyond the Company's control which prevents or interferes with the normal operation of the business. Moreover, in order to qualify under the above guarantee, the employee must perform any work to which he or she is assigned. Furthermore, it is understood that a full-time employee, as referred to above, is one who normally is scheduled to work at least forty (40) hours per week.

**Section 2.** A part-time employee is an employee who does not regularly work forty (40) hours per week year round. A part-time employee is not guaranteed eight (8) hours per day, but is guaranteed three (3) hours of work on any day he/she is scheduled to work and reports for work as scheduled, except that no guarantee shall be due in the event of strike, lockout, energy shortage, or any emergency beyond the control of the Company.

**Section 3.** All work performed in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week, whichever is greater, shall be paid for at the rate of one and one-half (1 1/2) times the regular straight time hourly rate of pay.

**Section 4.** All work performed on the sixth (6th) and seventh (7th) consecutive work day in any established work week, shall be paid for at the rate of time and one-half (1 1/2).

**Section 5.**

(a) Two (2) full ten (10) minute rest periods shall be allowed to each employee during each shift, and shall be considered as working time. One (1) rest period shall be given as near as possible to the middle of the first half of the shift, and the other rest period as near as possible to the middle of the second half of the shift. An additional ten (10) minutes rest period shall be granted an employee at the end of the eighth (8th) hour worked, provided he or she works ten (10) hours or more on said shift.

(b) A one-half (1/2) hour unpaid lunch period shall be allowed each employee between the third (3rd) and fifth (5th) hour of work. Wherever a paid lunch and/or practice is in effect it shall be optional on a facility by facility basis.

**Section 6.** If a regular full-time employee is ordered to report to work and works for the entire time for which he/she is scheduled, he/she shall receive at least eight (8) hours of work or pay. When a regular full-time employee who has completed his/her scheduled shift and left the facility is called back to work, he/she shall receive a minimum of four (4) hours work or pay.

**Section 7.** When an employee is temporarily transferred to a job classification the minimum rate of which is higher than the employee's own, the employee shall receive the rate of the higher classification during the time such work is performed, provided, however, that the time required on the higher classification is in excess of thirty (30) minutes. This time earned by accumulation in any workday.

No reduction in pay shall be made, however, when an employee is temporarily assigned to work at a lower classified job.

This section shall not apply to a Trainee during his or her first thirty (30) days of training on a specific job or until employee is qualified to handle the assigned job and/or shift without immediate supervision.

When temporarily transferring employees from one classification to another, the Company will where practical first offer the temporary transfer to the most senior available qualified employee and if necessary require the least senior available qualified employee to transfer.

**Section 8.** It is agreed that if any department of the bakery is shut down or is not functioning because of a strike or lockout, energy shortages, or because of any emergency beyond the control of the Company, Sections 4 and 6 of this Article shall not apply during such period.

**Section 9.** It shall be the policy of the Company to allow an employee an unbroken rest period of twelve (12) hours between shifts. Except in case of an emergency beyond the control of the Company, any employee who is required to work during this twelve (12) hour rest period shall be paid for such hours which are worked at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay. All full-time employees to have twenty-eight (28) hours as their regular day off. Time and one-half (1 1/2) the hourly wage rate to be paid if they report for work as scheduled or if the employee is called in to work before or during their twenty-eight (28) hours off.

**Section 10.** Supervisory employees who are not subject to this Agreement shall not be permitted to perform work on jobs covered hereunder, except in the following circumstances:

- (1) During the period that replacement for an absent employee is being located.
- (2) During the period a supervisory employee is training or instructing an employee in respect to the job.
- (3) During an emergency of a temporary nature, such as a breakdown, power failure, or Act of God.

**Section 11.** An employee shall not suffer any loss of pay if it is necessary for the employee to be absent for part of his or her scheduled work day in order to obtain emergency medical treatment of an injury sustained on the job, and provided further, that it is not possible for an appointment to be made at another time.

**Section 12.** The complete work schedule shall be posted by Thursday 2:00 p.m. for the following work week for all employees. Work schedules to list starting time, quitting time, Holidays and Vacation. Such schedules may be changed, provided, the employee involved is given twelve (12) hours prior notice of the scheduled change.

In the event of the necessity of working overtime in excess of two (2) hours, because of unforeseen circumstances, the employee will be notified at least two (2) hours in advance or as soon as possible. (See attached letter)

## **ARTICLE 7**

### **CONDITIONS OF EMPLOYMENT**

**Section 1.** The duly accredited Business Representative of the Union shall have free access during working hours to the normal working areas of the employees under is Agreement after courtesy clearance with the representative of the Company in charge of the facility.

**Section 2.** It is further agreed that the Company shall not lock-out or discriminate in any way against the Union or its members during the life of this Agreement. The Union agrees that it will not authorize or condone employees to slow down, strike or create any disturbance during the term of this Agreement. It is further agreed that nothing in this Agreement shall make it unlawful, or a breach hereof, for employees of the Company to refuse to bake, work on or

produce bakery which are, or will be, supplied to any other bakery where a legal strike exists between such bakery and its employees under the jurisdiction of the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union AFL-CIO, except to the extent that prior to the strike the Company was supplying such bakery. Nor shall it be a violation of this Contract nor cause for disciplinary action for an employee to refuse to cross a lawful picket line, in order to perform his/her job in the facility, provided:

(1) Such line is duly authorized by a Labor Union of a National or International Labor Organization.

(2) The Company receives twenty-four (24) hours prior written notice of such refusal. Before any action is taken by the Company or the Union under this Section, the Secretary of said Labor Council and The Official Representative of said Union must meet to determine the action to be taken by either party to this Agreement.

**Section 3.** The Company will furnish an adequate bulletin board for posting of Union notices separate and apart from any management board.

**Section 4.** The Company and the Union agree not to illegally discriminate against any individual with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, age, disability or national origin. Nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunity because of race, color, religion, sex, sexual orientation, age, or national origin.

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 8** **LEAVES OF ABSENCE**

### **Leave of Absence**

A Leave of Absence for good and sufficient reason, mutually agreed upon by Company and Union, will be granted upon prior written request by employee. Leave of Absence not to exceed thirty (30) days, except by mutual agreement. An employee on a leave of absence shall lose all seniority if he/she engages in other employment without the consent of the Company and the Union.



### **UNION LEAVE**

The Company agrees to grant the necessary "Leave of Absence" without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union Business.

### **JURY DUTY**

The Company agrees to pay each full-time employee the difference between jury duty pay and their straight time pay for any scheduled work day he or she is required to report for jury duty, not to exceed his or her straight time work week. Employees are required to report for work on any scheduled work day that the employee is not required to report for jury duty, provided said employee has twelve (12) hours rest between the end of the employee's scheduled shift and the next jury session.

### **DEATH IN FAMILY**

Employees shall be granted three (3) days off, but not to exceed a maximum of three (3) full days, with pay (not including scheduled day(s) off) – within ten (10) days following the death (days off to be determined by the employee), at straight time pay for each work day lost, for absence due to the death of the employee's current spouse, father, mother or legal guardian (one set), son, daughter, brother, sister, current mother-in-law and current father-in-law.

In the event of death of a full-time employee's grandparent or grandchild employees shall be granted one (1) day off, with pay (not including scheduled day off) – within ten (10) days following the death (day to be determined by the employee), at straight time pay for the day lost.

In the event of death of a part-time employee's current spouse, father, mother or legal guardian (one set), son, daughter, brother, sister, current mother-in-law or current father-in-law, the employee shall be granted one (1) day off, with pay (not including scheduled day off) – within ten (10) days following the death (day to be determined by the employee), at straight time pay for the day lost. This paragraph shall apply only if the part-time employee has been employed by the Company for at least one (1) year.

The employee shall notify the Company at the earliest possible date of purpose of his/her absence.

Reasonable proof of entitlement to this benefit as provided above may be required by the Company.

This Article does not apply when an employee is on vacation, leave of absence, or sick leave.

## MATERNITY LEAVE

Time off for Maternity Leave shall be granted for a period of time the full-time employee is disabled from performing her job as determined by medical evidence provided by her certified medical doctor. All seniority rights and benefits will be reserved covering this period.

## **ARTICLE 9** **SAFETY**

It is the desire of the Company and the Union to maintain high standards for safety in order to eliminate, insofar as possible, industrial accidents and illness.

1. One employee from each shift shall be selected by the Company to function as a safety person. It shall be the duty of the safety person to call to the attention of the Supervisor any existing conditions which are hazardous to the employees or the facility.
2. First aid kits shall be made available in each department for use to the employee in need of first aid and shall be supervised by the Supervisor in charge.
3. All employees who perform jobs that require the use of gloves must wear them. Gloves shall be furnished by the Company for these jobs.
4. The Company shall send to the Union a copy of any report it makes to the Department of Industry, Labor, and Human Relations, "Worker's Compensation Division," concerning an industrial injury to any employee covered by this Agreement.
5. Employees who flagrantly violate posted safety rules shall be subject to disciplinary action.
6. Safety rules and regulations or modifications or additions shall be discussed with the Union. Notices of rules and regulations shall be posted permanently in a pertinent area.
7. In order to improve safety, the Company may develop, implement, modify, and require employee participation in drug and/or alcohol screening programs. No such program shall be implemented or modified without the Company first discussing it with the Union. The Union shall have the right to grieve the reasonableness of any program or modification when the program or modification is implemented.

## **ARTICLE 10** **POSTING & BIDDING & LAYOFF**

### **Section 1.**

When a vacancy occurs in a full-time position, the Company will post the job for three (3) days and will have twenty-four (24) hours to award the job. Bids will include the current starting time, "subject to change," and the name of the employee who is being replaced.

Employees desiring to apply for this job will write their name on the posted notice. The original vacancy will be open for bid; on any additional opening the Company may fill the position by hiring from the outside or appointing an employee who does not have a permanent bid position. Upon awarding the bid, the Union will receive a copy of the actual bid sheet. The successful applicant will be chosen on the basis of seniority and ability but, whenever these are equal, seniority shall prevail. If the employee does not qualify for job awarded, employee shall be returned to employee's former job. The Company then has the right to appoint, according to employee's seniority, ability, any of the employees remaining on the original posting. Employee shall be limited to the award of one (1) bid per year. If an employee bids on a job, their name cannot be withdrawn if awarded the bid.

Employees who successfully bid on an opening will be placed on the bid job within forty-five (45) days after being awarded the job.

If a part-time employee becomes full-time by virtue of having worked at least forty (40) hours per week for fifty-two (52) consecutive weeks on the same job, that job will be posted at the time that employee becomes full-time.

## **Section 2.**

(a) Seniority of service shall govern any layoff and rehiring of employees, so that employees with the greatest length of service will be laid off last, and those with the least service shall be laid off first. Upon rehiring of employees laid off, those with the greatest seniority shall be first to be rehired. Separate seniority lists will be maintained for part-time and full-time employees.

A part-time employee shall accumulate seniority from the date of hire and is eligible to bid on any job postings. However, in no event shall a part-time employee's seniority supersede a full-time employee's seniority, except that for full-time job posting purposes only, a part-time employee shall have seniority based upon 80% of the hours worked since the employee's most recent date of hire (and on this basis may bid against full-time employees). When a part-time employee becomes a regular full-time employee, his/her full-time seniority (and vacation eligibility) shall be calculated on a pro rata basis, one (1) year of service for each 2,080 hours previously worked.

In cases of layoff, reduction in force, job elimination, change of days off and shift changes of three (3) hours (from the employee's bid starting time for the majority of the week for four (4) consecutive weeks) employees shall be entitled to first bump, by seniority, an employee with less seniority facility wide. In the event the position requires training the employee shall receive fifteen (15) working days to prove that he/she has the ability to perform the job. The training period may be extended by mutual agreement between the Company and the Union. In the event that this employee is disqualified by the Company or disqualifies himself/herself they will accept the layoff or bump the least senior employee in the facility that they are qualified to displace.

(b) If the Company reduces a regular full-time employee's position to part-time because the position no longer requires forty (40) hours of work per week on a regular, that full-time employee shall have the same bumping rights as he/she would have in the event of layoff. A regular full-time employee who is laid off or bumps into a part-time position shall retain his/her full-time seniority to the same extent as if he/she were on layoff.

(c) An employee's continuous service shall be broken and will be considered terminated if he or she:

- A. Retires or Quits, or
- B. Is discharged for cause, or
- C. Is laid off for any reason for a period of twelve (12) months, or
- D. Fails to report to work after notification of recall within seventy-two (72) hours, or
- E. Is absent for twelve (12) months due to illness or injury. Such termination is not automatic, but will be based on individual circumstances of the employee's ability to return to unrestricted work.

(d) Employees who are promoted or transferred by the Company to positions outside the bargaining unit and who are subsequently returned by the Company to the bargaining unit within ninety (90) days shall have their bargaining unit seniority restored upon return to the bargaining unit. In addition, during the 90-day period the employee may voluntarily return to the bargaining unit if he/she has not been previously terminated by the Company.

## **ARTICLE 11**

### **GRIEVANCE AND ARBITRATION PROCEDURES**

**Section 1.** In the event that any dispute, difference or grievance shall arise between an employee and the Company, it shall be settled in the following manner:

1. The Union shall give written notice to the Company of any grievance or dispute within five (5) working days after such grievance or dispute is alleged to have occurred.
2. Between the employee, the shop steward and the Supervisor; with the Company responding within five (5) working days if no satisfactory settlement is reached.
3. Between the facility superintendent and the Business Representative of the Local Union and if there is no resolution of grievance or dispute within thirty (30) working days of alleged grievance.
4. Any dispute or misunderstanding which has been submitted to and not adjusted in the Grievance Procedure prescribed above, or not otherwise withdrawn, may be referred by the Union to arbitration. Such referral must be in writing to the Company following completion of the previous steps of the grievance procedure within thirty (30) working days of the alleged grievance.

**Section 2.** If the Company and the Union cannot agree upon an Arbitrator, either of them may direct a letter to the Director of the Federal Mediation and Conciliation Service, Washington, D.C. asking him/her to submit the names of five (5) competent arbitrators. The Company and the Union shall alternately strike names until one is left. The remaining name shall be asked to serve as the Arbitrator.

**Section 3.** The arbitration hearing shall be held at a time and place agreed upon by the Company and the Union. The written findings and decision of the Arbitrator shall be binding upon all parties.

**Section 4.** It is agreed by both parties to this Agreement that no strike or lockout shall occur while any grievance or arbitration case is in the process of resolution in accordance with the herein prescribed procedures.

**Section 5.** It is further agreed that nothing in this Article or in this Agreement shall be construed so 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 negotiation.

**Section 6.** It is also agreed that each party to this Agreement will bear its own expenses. The fee and/or expenses of the Arbitrator shall be borne jointly on a 50%-50% basis by the Company and the Union.

**Section 7.** No individual employee or member shall have the right to invoke arbitration without written consent of the Union.

## **ARTICLE 12** **VACATIONS**

### **Section 1.**

(a) Except as hereinafter provided, each regular full-time employee shall be entitled to one (1) week's vacation after he or she has been employed one (1) or more years. Vacation pay shall be calculated on the basis of forty (40) hours' pay at his/her straight time hourly rate.

(b) Partial vacation earned by a new employee between the date of hire and the following January 1st shall be granted between January 1st and April 30th, accordingly with his or her seniority. Thereafter his or her anniversary date, for vacation purposes, shall be January 1st except in the year in which his/her vacation benefit changes.

(c) Partial vacation pay shall be calculated on the basis of one-twelfth (1/12th) of an employee's vacation benefit for each full month worked between said anniversary date and the following January first (1st).

**Section 2.**

(a) All regular full-time employees covered by this Agreement who have been in the employ of the Company for three (3) years shall be entitled to two (2) weeks' vacation with pay; said vacation pay to be eighty (80) hours pay at straight time rates.

(b) All regular full-time employees covered by this Agreement who have been in the employ of the Company for eight (8) years shall be entitled to three (3) weeks' vacation with pay; said vacation pay to be one hundred twenty (120) hours pay at straight time rates.

**Section 3.**

(a) All regular full-time employees covered by this Agreement who have been in the employ of the Company for thirteen (13) years shall be entitled to four (4) weeks vacation with pay; said vacation to be one hundred and sixty (160) hours pay at straight time rates.

(b) All regular full-time employees covered by this Agreement who have been in the employ of the Company for twenty (20) years shall be entitled to five (5) weeks vacation with pay; said vacation to be two hundred (200) hours pay at straight time rates.

**Section 4.** Vacations shall be scheduled from January first (1st) to December thirty-first (31st) of each year.

**Section 5.** Employees are to pick their vacation period by order of seniority. Employee to sign their name in ink in the presence of a steward and/or another Union member when selecting their vacation. The Company shall determine the number of employees who may take vacations from each department in any one week. When practical and possible or where the cost of doing business will not be increased on an hourly, daily or weekly basis, no less than two (2) employees will be permitted to take their vacation in any one (1) week, including holiday weeks. Each employee must take the vacation to which he/she is entitled. The Company will discuss employee's vacation scheduling with the Union.

**Section 6.** After one (1) year of service a part-time employee shall receive vacation pay computed upon the basis of the total number of hours worked during the previous calendar year, divided by 52 (or, for the employee's first vacation if he/she worked less than the full prior calendar year, divided by the number of weeks between his/her original date of employment and the end of the year). Part-time employees shall have no vacation whatsoever during their first twelve months of employment. After five years of service, a part-time employee's vacation shall be computed upon the basis of the total number of hours worked during the previous calendar year, divided by 52 and then multiplied by 2. This section shall not apply to an otherwise full-time employee who has been absent because of proven illness or off-the-job injury.

Under no circumstances will a part-time employee with less than five (5) years of service receive more than forty (40) hours vacation pay nor will a part-time employee with more than five (5) years of service receive more than eighty (80) hours vacation pay. If an employee had been reduced during the prior year to less than forty (40) hours per week pursuant to Article 10,

Section 2(b), the employee will nevertheless be considered a full-time employee for vacation purposes if he/she worked at least twenty-six (26) weeks during that year as a full-time employee.

**Section 7.** Eight (8) hours of straight time pay will be added to the regular full-time employee's vacation pay when a prescribed holiday occurs during his/her paid vacation.

**Section 8.** An employee shall have the option of splitting his/her vacation into two (2) separate periods in a calendar year.

**Section 9.** Vacation pay for each week granted shall include pay for the night work differential based on the average number of night work differential hours worked by the employee during the four (4) weeks previous to vacation at straight time night differential rate.

**Section 10.** In the event a regular full-time employee retires, quits or is laid off or discharged by the Company, said employee shall receive compensation in lieu of vacation on the following basis:

(a) For each month served after the completion of one (1) year of service and prior to the completion of three (3) years service, the employee will have earned one-twelfth (1/12th) of forty (40) hours vacation pay.

(b) For each month served after the completion of three (3) years service and prior to the completion of eight (8) years service, the employee will have earned one-twelfth (1/12th) of eighty (80) hours vacation pay.

(c) For each month served after the completion of eight (8) years service and prior to the completion of thirteen (13) years service, the employee will have earned one-twelfth (1/12th) of one hundred twenty (120) hours vacation pay.

(d) For each month served after the completion of thirteen (13) years service and prior to the completion of twenty (20) years service, the employee will have earned one-twelfth (1/12th) of one hundred sixty (160) hours vacation pay.

(e) For each month served after the completion of twenty (20) years, the employee will have earned one-twelfth (1/12th) of two hundred (200) hours vacation pay. This payment is to be paid to employee no later than one (1) week after employee leaves the employment of the Company as stated above in Paragraph 1 of this section. No payment shall be due pursuant to this section to any employee who quits or retires without having given the Company at least one (1) week's written notice of termination.

**Section 11.** A full-time employee who missed a total of thirteen (13) weeks of work during the prior calendar year shall have his/her vacation pay reduced by 25%; a full-time employee who missed a total of twenty-six (26) weeks of work during the prior calendar year shall have his/her vacation pay reduced by 50%; a full-time employee who missed a total of thirty-nine (39) weeks of work during the prior calendar year shall have no vacation or vacation pay. The first ten

(10) weeks of absence due to a Worker's Compensation injury shall be counted as time worked for the purpose of this Section.

**ARTICLE 13**  
**WAGE SCALE PROVISIONS**  
**CLASSIFICATIONS AND HOURLY WAGE RATE RANGES**

**Section 1.**

	7/24/22	<i>Within 6 Weeks of Addendum Ratification</i>	7/23/23	7/21/24	7/27/25	7/26/26	7/25/27	7/23/28
Checker Loader	\$22.16	\$23.91	\$24.36	\$24.81	\$25.21	\$25.61	\$26.11	\$26.61

**Section 2.** New hires shall be paid at the rate of 70% of the wage rate for the classification in which they are working during their first six (6) months of employment, 80% during their second six (6) months of employment, and 90% during their second year of employment.

Employees bidding on lower rated classifications shall be paid at the rate of 90% of the wage rate for the classification into which they bid for their first nine (9) month in the lower rated classification following the bid. However, employees required to down bid based upon physical restrictions documented by physicians' statements shall be paid at 100% of the wage rate for the classification into which they bid if they are able to fully and satisfactorily perform all the duties of the job into which they bid.

**Section 3.** If the Company designates an employee to be a Leadperson, such employee shall receive a minimum of ten cents (10¢) per hour above the highest rate of classification of the employees they lead.

**Section 4.** Rates of wages shall not be less than scale established in the "Classifications and Rates" included herein. No employee shall suffer any reduction in classification because or by reason of the execution of this Agreement. The Company may, at its discretion, grant or retract merit increase over and above the rate provided for above.

**Section 5.** All employees shall receive fifteen cents (15¢) per hour for each hour worked between 6:00 p.m. and 6:00 a.m.

**Section 6.** All increases in classification rates and in the night shift differential shall be made effective the first payroll period following the effective dates herein set forth for such increases.

**ARTICLE 14**  
**BCTGM-PAC**

Effective upon thirty (30) clays notice from the Union, the Company agrees to honor



contribution deduction authorizations from its employees for the BCTGM-PAC. It is understood that the authorization is voluntarily made by the employees and such deduction shall be on a monthly basis.

## **ARTICLE 15** **HEALTH BENEFITS**

### **Section 1**

The Company will provide eligible bargaining unit 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 thirty (30) 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 thirty (30) 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 thirty (30) 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 thirty (30) 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 thirty (30) 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 thirty (30) 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 thirty (30) 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 the first of month following sixty (60) calendar 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, healthcare benefits (medical and dental insurance) 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 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 B500 medical plan. After five (5) full calendar years of employment, employees will be eligible to enroll in the P324 or B500 beginning January 1 of the following year.

**Section 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 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:

	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>
P324/D210					
Employee	\$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					
Employee	\$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 5 – Ancillary Benefits**

- i. Life and Accidental Death & Dismemberment (AD&D)] Insurance  
The Company will provide eligible employees with twenty thousand dollars (\$20,000.00) of life and accidental death & dismemberment insurance coverage.
  
- ii. Short Term Disability  
The Company will provide a short term disability benefit to eligible, qualifying employees of three hundred ten dollars (\$310) per week. Effective January 1, 2023, the short term disability benefit will increase to three hundred twenty five

(\$325) per week. Effective January 1, 2024, the short term disability benefit will increase to three hundred forty (\$340) per week. Effective January 1, 2026, the short term disability benefit will increase to three hundred fifty five (\$355) per week. Effective January 1, 2029, the short term disability benefit will increase to three hundred sixty five (\$365) per week.

Short-term disability insurance is available at no cost to all regular full time employees and payments made in conjunction with this benefit will commence on the first day of a non-work related accident or injury and on the eighth (8<sup>th</sup>) calendar day for an illness up to a maximum of one hundred eighty (180) calendar days 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.

iii. **Additional Insurance**

The Company will provide eligible employees the opportunity to purchase Company sponsored [i.e., optional life, optional AD&D, dependent life (for spouse and child), and/or long term disability] insurance coverage.

Employees electing to purchase said additional coverages 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 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 collective bargaining agreement for units falling under this pattern agreement.

**ARTICLE 16**  
**INTERNATIONAL PENSION FUND**

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

(a) The Company hereby agrees to be bound as a party by 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.

(b) Commencing with the Effective Date(s) stated in Paragraph c. the Company agrees to make payments to the Pension Fund for each employee working in job covered by a Collective Bargaining Agreement between the Company and the Union as follows:

For each hour or portion therefore, which an employee works in such a job classification or receives pay on lieu of work (such as holiday, vacation, sick leave, pro rate vacation, and severance pay), the Company shall make a contribution as stated in Paragraph c to the Pension Fund up to a maximum of 40 hours in any one-week period. (The stated maximum does not apply to pro rata vacation or severance pay.)

Contributions shall be paid from the first day the employee begins working in a job classification covered by the Collective Bargaining Agreement between the Company and the Union, and shall be paid on behalf of all employees in covered job classifications – there are no exceptions for employees who are not members of the Union, temporary, seasonal, or part-time employees, for leased employees, or for any other type of employee. The term “employee” does not include a self-employed person corporate officer, owner, or partner, as defined in Section 1.09 of the Pension Fund Rules and Regulations.

(c) The payments made in accordance with (b) above shall be allocated as follows;

**PENSION FUND, Effective 7/20/21**

DATE	PBL	BASE RATE	SCHEDULE RATE	NEW PLAN RATE	TOTAL RATE
7/20/21	\$1600 A C G	3.6155	1.4719	0.000	\$5.0874 Hourly

(d) It is agreed that the Pension Plan adopted by the Trustees of the 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.

(e) 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 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.

(f) 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.

(g) Effective July 17, 2005, the Company shall make a contribution of seventy-five cents (\$.75) per hour to provide health insurance benefits for pensioners in accordance with the Health Benefit Plan – W-1.

The Company shall have the right at any time during the term of the Agreement to withdraw from the W-1 Plan so long as benefits are equal to or better than the W-1 Plan provides to all affected employees (past and future retirees). The Company may self-insure or use any carrier

for this purpose.

(h) This clause encompasses the sole and total agreement between the Company and the Union with respect to pensions or retirement.

(i) 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.

(j) Effective July 17, 2005, the Company's shall make a contribution of seventy-five cents (\$.75) per hour to the Pensioners Health Benefits - W-1, up- to a maximum of forty (40) hours in any week.

The Company shall have the right at any time during the term of the Agreement to withdraw from the W-1 Plan so long as benefits equal to or better than the W-1 Plan are provided to all affected employees (past and future retirees); the Company may self-insure or use any carrier for this purpose.

#### **ARTICLE 17** **(401K) PLAN**

**401k Plan** - This Agreement shall continue to make available 401(k) plan participation under the Bimbo Bakeries USA Union Savings Plan (“Union Savings Plan”). Under the terms of the Union Savings Plan, eligible employees may contribute up to seventy-five percent (75%) of their eligible pay on a pre-tax basis not to exceed the limitations specified by the Internal Revenue Service (\$20,500 for 2022 and subject to cost-of-living adjustments in later years). An “eligible employee” is an employee covered by this Agreement who has attained age 18 and completed 60 days of employment. There shall be no Company match or Company contributions.

“Specific eligibility requirements and additional details regarding the Union Savings Plan are described in the governing Union Savings Plan document, and summary plan description (“SPD”). A copy of the SPD for the Union Savings Plan shall be made available to the Union. Except as otherwise provided in this Agreement, the regular terms of the Union Savings Plan shall apply to this Agreement. The Company reserves the right to amend the Union Savings Plan at any time, in its sole discretion, and any such amendment shall be applicable to the employees covered by this Agreement; provided, however, that no changes shall occur with respect to the Union Savings Plan benefits as described herein during the term of this Agreement.

#### **ARTICLE 18** **UNIFORMS AND SAFETY SHOES**

If the Company requires uniforms, the cost will be borne by the Company and uniform maintenance shall be the employee’s responsibility.

Bimbo Baking Companies – USA approved safety shoes are required to safeguard employees’ wellbeing at work. Employees will be fully reimbursed for their first pair of safety shoes. New hires will be reimbursed after successful completion of their probationary period.

Each calendar year thereafter, employees will be reimbursed for fifty (50) percent of the cost of approved safety shoes. Refer to Company policy

**ARTICLE 19**  
**SAVINGS CLAUSE**

This Agreement, including all of its provisions, shall be subject to and shall not operate in contravention of any Federal or State Law or Laws. The provisions of this Agreement are severable and the legal invalidity of any provision or provisions shall not affect or invalidate other provisions hereof.

**ARTICLE 20**  
**SEVERANCE PAY**

Full-time employees covered hereunder shall be subject to severance payments if displaced from employment only in the event there is a permanent closing of an entire facility, a department or portion of a department thereof, or the introduction of labor saving equipment. Such employees separated from employment for the reasons indicated above shall receive severance pay subject to the exceptions noted below as follows:

(1) Commencing with the fourth (4th) year of employment, thirty (30) hours straight time pay at his or her then hourly rate for each employee for each year of continuous Service from the date of last employment with the Company not to exceed 900 hours in all. Employee must have at least three (3) years continuous service in order to qualify for such benefit.

(2) For the purpose of determining the years of continuous service from date of last employment, all employees who are separated from employment as above stated, and have at least one (1) year of continuous service immediately prior to January 1st of that year shall be credited one (1) year of service for the calendar year in which such displacement occurs as above stated.

Continuous service as used here shall mean accumulated time worked.

(3) The above described severance pay will not be paid to:

(a) Any employee who is offered other reasonable employment with the Company and either accepts or refuses.

(b) Any employee who voluntarily quits before he or she is separated from employment by the Company.

**ARTICLE 21**  
**TECHNOLOGY**

The Union 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 in 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.

The International Union and the Corporate office agree that both parties will discuss proposed changes in the aforementioned areas in advance of their introduction to identify potential problems and/or issues which may arise and discuss alternatives.

**ARTICLE 22**  
**SUBSTANCE ABUSE POLICY**

The Company and the Union agree to the Substance Abuse Policy and EAP program as negotiated between the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union and the Earthgrains Company.

**ARTICLE 23**  
**SUCCESSOR CLAUSE**

This Agreement and the provisions herein contained shall be binding upon the parties hereto and their successors and assigns.

**ARTICLE 24**  
**DURATION OF AGREEMENT**


This Agreement shall be in full force and effect from July 24, 2022 to and including July 21, 2029, and thereafter until a new Agreement, the terms of which shall be retroactive to the above given date, has been consummated and signed, or until this Agreement has been terminated upon written notice by the Union or by the Company.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as the duly authorized agents of the respective parties to this Agreement.

FOR THE UNION

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

By:

  
\_\_\_\_\_

9-12-22

FOR THE COMPANY

BIMBO BAKERIES USA, INC.,  
a Delaware corporation operating in  
Green Bay, Wisconsin

By:

\_\_\_\_\_



## **LETTER OF INTENT**

The parties acknowledge that excessive Overtime is a problem for everyone, however, whenever Overtime is scheduled on a daily basis that exceeds ten (10) hours, the parties shall meet to resolve the problem. In the event no settlement can be reached the issue will revert to Article 11, Section 1.

## **LETTER OF UNDERSTANDING**

The intent and purpose of this Letter of Understanding is to provide Local Union and Local Management Leadership and employees a process to identify, investigate, and test methods to achieve the Company's internal and external customers satisfaction and related business objectives.

The parties shall explore alternative methods for enhancement of job skills, job assignments, flexibility, and work week / day scheduling. Such mutually agreed alternative methods may be implemented on a pilot basis for an agreed upon period of time.