

AGREEMENT BETWEEN  
BALDINGER BAKERY, L.P. PHALEN PLANT  
ST. PAUL, MINNESOTA

And



BAKERY, CONFECTIONERY, TOBACCO WORKERS AND  
GRAIN MILLERS UNION TWIN CITIES LOCAL 22

JAUARY 1, 2022  
THROUGH AND INCLUDING  
DECEMBER 31, 2026

**BALDINGER BAKERY, L.P. Phalen Plant**  
**St. Paul, Minnesota**  
**BAKERY WORKERS CONTRACT**  
January 01, 2022 - December 31, 2026

**CONTRACT BETWEEN**

BALDINGER BAKERY LIMITED PARTNERSHIP

And

LOCAL NO. 22

Affiliated with the

BAKERY, CONFECTIONERY TOBACCO WORKERS & GRAIN MILLERS

INTERNATIONAL UNION OF AMERICA, AFL-CIO

**INDEX TO ARTICLES**

**PAGE**

Article 1 Union Status	2
Article 2 Hours of Work and Overtime	3
Article 3 Seniority	5
Article 4 Discharge	7
Article 5 Holidays	8
Article 6 Vacations	8
Article 7 Union Label	11
Article 8 Union Representation	11
Article 9 Working Conditions	11
Article 10 Management Rights	12
Article 11 Wages	12
Article 12 Grievance Procedure and Shop Control	14
Article 13 No Strike	15
Article 14 Non-Discrimination	15
Article 15 Substance Abuse	15
Article 16 Health and Welfare	15
Article 17 Pension	17
Article 18 PCT-PAC	17
Article 19 Term of Agreement	18

THIS AGREEMENT, made and entered into this \_\_\_\_\_, by and between BALDINGER BAKERY L.P. by the duly authorized officers thereof, hereinafter referred to as the Employer and the Bakers' Union, Local 22, of the Cities of Minneapolis and St. Paul, Minnesota, affiliated with the Bakery, Confectionery Tobacco Workers and Grain Millers International Union, AFL-CIO, by its duly authorized representatives thereof, hereinafter referred to as the Union.

Whereas, the employees herein have elected to bargain with the Employer, for said purpose have affiliated themselves as members of said Union, and have chosen the duly authorized members of said Union to bargain collectively with Employer for wages, hours, and working conditions. Now, therefore, for the purpose of carrying out the intention of the parties, it is mutually agreed as follows:

## ARTICLE I

### Union Status

**Section 1:** The Employer recognizes the Union as the exclusive bargaining agency of the employees in those classifications covered by this Agreement.

**Section 2:** All present employees who are members of the Union shall remain members of the Union as a condition of employment and all present employees who are not members of the Union shall become and remain members of the Union on the thirty-first (31<sup>st</sup>) day after date of hire as a condition of employment for the duration of this Agreement.

**Section 3:** Upon proper authorization from the employee, the Company will deduct Union dues and initiation fees.

(a) Such initiation fees as designated by the Union, shall be deducted by the Employer in three consecutive months from an employee who has worked for the Employer for a period of Thirty (30) days. The first deduction shall begin with the first paycheck after the Thirty (30) days have been completed, and such Funds transmitted to an authorized representative of the Union.

(b) Dues will be deducted once each month according to Union billing and employee authorization and will be remitted promptly to the local Union.

(c) Membership in the Union will be deemed satisfactory so long as an employee tenders the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

(d) The Union agrees to indemnify and save the Company harmless from any and all claims, disputes and actions that may arise through complying with any of the provisions of this Article; and assumes full responsibility for the disposition of the funds so deducted, once they have been turned over to the financial secretary of the Union as above provided. Errors made by the Employer in deductions of remittances here under shall not be considered by the Union as a violation of this Article.

(e) An employee who leaves the employment of the Employer for any reason, upon official notification by the Union to the Employer, shall have such dues and obligations owed the

Union at the time of such separation or leave of absence, deducted from the employee's final paycheck and such Funds shall be transmitted to an authorized representative of the Union.

To: _____
Date: _____

Until otherwise requested in writing, you are hereby authorized and directed to deduct from wages earned by me while in your employ, current monthly dues and initiation fees for membership in Local Union No. 22, affiliated with the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union, AFL-CIO. The sum shall be deducted only from wages payable to me once each month and shall be remitted by you to the Financial Secretary of the Local Union.

Witness \_\_\_\_\_

Signature \_\_\_\_\_

Section 4: New Employees shall be considered on probation for the first sixty (60) calendar days of their employment and shall not be considered as regular employees until they have served their probationary period. The Employer may lay off or discharge employees without responsibility of re-hire during the probationary period. The probationary period will be extended an extra fifteen (15) calendar days upon a written request from the Employer to the shop steward which is given to the shop steward by the fifty-fourth (54<sup>th</sup>) calendar day of the employee's probationary period. Copy of the request to go to the Union.

Section 5: The employer agrees not to enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

## ARTICLE 2

### Hours of Work and Overtime

**Section 1:** (a) Forty (40) hours shall constitute the workweek. Time-and-one-half (1.5) the regular rate shall be paid for all work performed over forty (40) hours in any one workweek or eight (8) hours in one day if scheduled for a 5-day workweek and 10 hours in one day if scheduled for a 4-day workweek.

(b) All work performed on the sixth (6<sup>th</sup>) consecutive day in any 5-day established workweek or 5<sup>th</sup> day in any 4-day established workweek shall be paid for at the rate of time-and-one-half (1.5).

(c) All work performed on the seventh (7<sup>th</sup>) consecutive workday in any established workweek or work in excess of twelve (12) hours per day shall be paid for at the rate of double-time (2x) except holiday weeks when no double time will be paid.

(d) Overtime shall not be paid on overtime. Overtime each week shall be based on Section 1: (a) or (b), whichever is greater.

(e) An employee must work an entire shift in a higher classification to be paid in a higher classification

**Section 2:** (a) The Company agrees to either a five (5) day workweek or a 4-day workweek but does not guarantee 40 hours of work per week. The Company will guarantee seven (7) hours of work per day for a full-time employee scheduled on a 5-day workweek or 9 hours per day for those employees scheduled on a 4-day workweek.

(b) Any employee who is assigned to a work schedule that does not provide two (2) consecutive days off within that workweek, shall be credited with an earned work credit of thirteen dollars (\$13.00), paid weekly, which sum shall not be included in the regular rate of pay of the employee.

(c) Two (2) consecutive days off shall be defined as sixty (60) hours off from quitting time to the employee's next regular starting time. Failure on the part of the Company to comply with the above shall entitle the employee to the thirteen dollars (\$13.00) earned work credit.

(d) Employees on vacation, or a leave of absence, will not qualify for the thirteen dollars (\$13.00) earned work credit.

**Section 3:** (a) All employees shall be allowed one-half (0.5) hour for lunch, which shall not be paid for, and not included in the regular working hours. Lunch periods shall be taken as near the middle of the workday as possible, but not earlier than three (3) hours and not later than six (6) hours after the beginning of the shift.

(b) All employees on continuous operation are to receive individually two rest periods of fifteen (15) minutes. Said rest periods shall be as close as practical to the middle of the work period before lunch and the middle of the work period after lunch.

(c) Where an employee is on a scheduled 8-hour continuous workday of more than nine (9) hours, he or she shall receive the third (3<sup>rd</sup>) rest break upon completion of the ninth (9<sup>th</sup>) hour of work. After a third (3<sup>rd</sup>) rest period, employee shall be given an additional fifteen (15) minute rest period for each two (2) hours of work.

(d) Work schedule to be posted one (1) week in advance subject to twenty-four (24) hours' notice of change, except in an emergency (when less than 24 hours' notice may be required).

(e) When an employee is required to work on his or her scheduled day off, the employee shall not be required to take any other scheduled workday off later in the week, holiday weeks excluded. It is understood that in connection with this Section, overtime pay will not be pyramided.

**Section 4:** The Company recognizes that an employee should have a reasonable period of at least twelve (12) hours rest between shifts and thirty-three (33) hours on his or her scheduled day off. The thirty-three (33) hour provision does not apply to a Holiday week, the week preceding the holiday, and the workweek following the holiday.

**Section 5:** In the event that there is a change in the workweek schedule based on the Employee's original job posting of more than 2 hours on three or more days, the employer will allow the employee to exercise his seniority and "bump" in accordance with the provisions covering job transfers.

## **Section 6: Part-Time Employees**

Part-time employees may be used from time to time on a regular or irregular basis as needs arise. Employees that reach 96 hours of work in a four-week period or 120 hours of work in a five-week period will be eligible for Health benefits.

**Section 7:** All wages will be paid bi-weekly through direct deposit into the employees designated account, or by check. There will be no paper stub available. All payroll information pertinent to the employee will be available online. Wages will be available weekly until September 30, 2017.

**Section 8: Training:** A formalized training program will be established to ensure that all employees have the opportunity to advance from entry-level general helper to the highest rate his/her skill and ability will allow. The advancement will be predicated on the availability of a higher paying position being open or created at Management's discretion. The training program is to be worked out by a committee of employee representatives and management within six (6) months of the signing of this agreement and attached as an addendum.

## **ARTICLE 3**

### **Seniority**

**Section 1:** (a) Seniority shall be the determining factor in matters affecting promotions, demotions, and transfers within classifications, only if other factors of fitness and ability are equal.

(b) When an employee's job is eliminated, such employee shall have the right to exercise his or her seniority plant-wide provided their skill and ability, as well as training has qualified them for the job they seek. In the event the employee has not completed training for the job he/she is bumping to, he/she will be afforded 1-week additional training, and at managements discretion may be awarded the job or placed in the highest job he/or she is qualified to perform. The Employer shall notify the employee seven (7) days in advance of such job elimination.

(c) Job movement and Transfers

#### **1 Posting:**

When a vacancy occurs, or a job is newly created, the Company will post the job on Monday for three (3) days/ 72 working hours and will use its best effort to fill the job in one (1) week. Employees desiring to apply for this job will write their names and seniority status on the posted notice. The successful applicant will be chosen by the Employer on the basis of seniority, provided ability and fitness, meaning training level achieved to perform the job of the senior employee is equal to that of other applicants. In the event the successful applicant has not been placed in his job and another posting becomes available, the successful applicant can rescind his bid and choose to sign the new posting. The first job would be awarded to the next most qualified person that signed the original posting. In the event there are no other bidders for the first opening, the Company will assign the position or hire from the outside

## **2 Bumping:**

In the event an employee must exercise his/her seniority and bump a junior employee, the junior employee bumped will also have the right to exercise his/her seniority to bump an employee junior to him or her. The person effected by this bump will also have the right to exercise his/her seniority to bump an employee junior to him or her, all other moves as a result of the first bump will be assigned at the sole discretion of the Company. In all cases when an employee bumps to a position he or she must have attained at least the level of Apprentice for the job to be considered it will be management's sole discretion as to length of time, and whether the employee shows enough aptitude to perform the job he or she has bumped into. If the employee fails to qualify for the job, he or she would be allowed to move only to a position he or she was qualified to do as determined by management.

(d) An employee must complete ninety (90) days of service with the Company to exercise any right to bid for a job that is posted.

(e) It is understood and agreed that there will be only two (2) postings when a vacancy occurs; the first open job and the one that is held by the successful bidder. When those jobs are filled in accordance with the procedure set forth in the above paragraph, any additional jobs which are left open will be filled at the employer's discretion, that is, seniority will be the determining factor, but only if Training levels as well as fitness and ability are equal. A successful bidder will not be permitted to bid on any future job openings for a period of twelve (12) months. If a successful bidder is bumped from his or her position after being on the job for less than 12 months will be allowed to bid on another position if available. An employee with at least nine months in their current job may bid on any postings that have not been signed during the original posting period and will be awarded the position based on their seniority provided ability and fitness of the senior applicant is equal to that of other applicants. It is understood that the original postings will trigger only one additional posting.

(f) In the event it becomes necessary to reduce the number of employees, the Employer agrees to give employees to be laid off either seven-(7) days' notice, or five (5) days' pay in lieu thereof. Layoffs shall be in order of seniority providing training levels are the same, the last one employed shall be the first one laid off. Employees on lay off will be recalled in order of seniority.

(g) When an employee is on lay off and cannot be reached by ordinary means for recall, he or she shall be notified of recall by certified mail, return receipt requested, at his or her last known address, and shall report within seventy-two (72) hours of mailing.

(h) Leave of absence requests for any reason other than illness or injury shall be at the discretion of management and must be in writing and will not exceed thirty (30) days. The Management must approve any extension of the leave.

**Section 2:** A list of employees arranged in the order of their seniority shall be posted in a conspicuous place in the plant and an updated seniority list shall be provided to the Union once a year. No worker shall be credited with having seniority rights until employee has completed their probationary period of sixty (60) days of steady employment. After completing

sixty days their name shall be placed on the seniority list and their seniority shall then date from the beginning of the probationary period, as provided in ARTICLE I, Section 4.

**Section 3:** (a) Part-time employees (those employees who work less than 35 hours per week) will not accrue full time seniority. Management will attempt to use the most senior part time first when work is available.

(b) Employees who choose to work part time or take "Lay Off" when full time work is available will lose their seniority rights. That is, they will be placed on the bottom of any recall list behind involuntary part time or laid off employees. Involuntary part time or laid off employees will be called first when work is available. Notwithstanding any of the above, management has that right to grant seniority rights that would be lost to employees requesting part time work or Lay Off.

**Section 4:** Excused Absences: Excused absences shall mean:

(a) Absences granted with the permission of the Employer.

(b) Employees with five (5) or more years of service who are absent due to illness or injury, not exceeding fourteen (14) weeks, which are substantiated by a medical certificate approved by a duly licensed physician in the State of Minnesota. This clause is meant to apply concurrent to any FMLA leave.

(c) Absences due to occupational injury subject to the Workers' Compensation Act of the State of Minnesota.

(d) As defined by the FMLA.

**Section 5:** (a) Any employee who is required to enter the military service of the Federal Government shall be considered on a leave of absence. They shall, when his or her said forced or voluntary absence ceases, provided application is made within sixty (60) days therefrom, be reinstated to his or her employment without loss of seniority. The seniority date will be that which existed at the time of his or her leaving the employment. They will, whenever possible, return to the same positions which they held when leaving employment, or one providing not less remuneration.

(b) In cases where the returning employee has suffered a disability that makes it impossible for him or her to perform work to which he or she is entitled or work similar thereto, they shall, if possible, be reinstated in such position as may be within their ability to perform.

## ARTICLE 4

### Discharge

**Section 1:** No member shall be discharged after working twelve (12) consecutive full weeks without being given three (3) calendar days' previous notice or pay for same. Dishonesty, drunkenness, use of illegal drugs, or insubordination shall be reason for discharging without such notice. Employees replacing employees who are out for illness or injury, etc., for less than thirty (30) days shall only be required to receive a one-day notice of lay-off. No member shall quit their position after working twelve (12) consecutive full weeks without giving their employer seven (7) calendar days' notice under penalty of the loss of the equivalence of seven (7) days' wages.



**Section 2:** No employee shall be discharged without just cause; however, in the event an employee is discharged, some reason therefor shall be given to the employee and the Union in writing at the time of said discharge. If a member feels that he or she has been unjustly discharged, they may take of their grievance under the procedures of ARTICLE 12, "Grievance and Shop Control".

(a) When an employee is to receive a disciplinary suspension or is to be discharged, another Union member will be present if possible.

(b) All reprimands shall be voided after a twelve-(12) month period.

## ARTICLE 5

### Holidays

**Section 1:** Holidays under this agreement shall be New Year's Day, Martin Luther King, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Four (4) days shall constitute a week's work in any week in which such holiday may fall. Two (2) special paid personal holidays will be granted to all employees after one (1) year of continuous full-time employment. Said personal holidays shall be subject to the following conditions:

(a): An employee may schedule their personal holiday the day before or after a holiday or vacation at the sole discretion of management so long as permission is not unreasonably denied.

(b): In all cases vacations will take precedence over personal holidays.

**Section 2: (Holiday Pay)** (a) All employees working four (4) days in a 5 day schedule or 3 days in a 4 day schedule shall be compensated at the rate of time-and-one-half (1.5) for all hours worked in excess of thirty-two (32) hours for a 5 day schedule or 30 hours in a 4 day schedule during the holiday week, plus eight (8) hours holiday pay for 5 days worked and 10 hours holiday pay for those scheduled for a 4 day work week.

(b): Any employee scheduled on a 5 day work week who is required to work on the fifth (5<sup>th</sup>) day or sixth (6<sup>th</sup>) day in a holiday week, shall be paid at the rate of time-and-one-half (1.5) An employee scheduled on a 4 day workweek, who is required to work on the fourth (4<sup>th</sup>) fifth (5<sup>th</sup>) or sixth (6<sup>th</sup>) day in a holiday week, shall be paid at the rate of time-and-one-half (1.5)

(c): To qualify for pay for a holiday the employee must work the regularly scheduled workday preceding the particular holiday and the next scheduled workday following the holiday. The only exception to this condition is proved illness or other justifiable reasons satisfactory to the Employer.

## ARTICLE 6

### Paid Time Off (PTO):

The purpose of the paid time off program ("PTO") is to allow each eligible employee to use PTO as the employee determines best fits the employee's personal needs or desires. The PTO program is inclusive of all types of personal time off such as, vacation, personal days,

sick leave, family and medical leave, parental leave, school conference leave, "safe and sick leave" (if allowed or required by law), and all other forms of paid leaves, except holidays as provided in Article 5 of this Agreement.

**Section 1: Eligibility for Paid Time Off Allotment**

(a) Effective November 1, 2017, and on November 1<sup>st</sup> of each succeeding year during the term of this Agreement, eligible employees will receive an allotment of PTO hours that may be used by the eligible employee during the fiscal year period November 1 through October 31. PTO is not cumulative; there will be no carryover into a subsequent year.

(b) No employee shall be entitled to payment in cash or otherwise for the value or the amount of unused PTO hours at the close of the fiscal year if they are currently employed or expected to return to work if on vacation, leave, or a day off.

**Section 2: Paid Time Off Allotment**

(a) Each employee's PTO allowance will be based on the employee's complete years of service with the Company beginning with the November 1<sup>st</sup> immediately following the employee's date of hire. The PTO allowance available to each eligible employee in a fiscal year is as follows:

After 90 days and prior to November 1 <sup>st</sup>	1 week (5 days, 40 hours)
After reaching your second November 1 <sup>st</sup> of employment to 6 years	2 weeks (10 days, 80 hours)
If you have completed 6 years and 1 day to 10 years on November 1 <sup>st</sup>	3 weeks (15 days, 120 hours)
If you have completed 10 years and 1 day to 15 years on November 1 <sup>st</sup>	4 weeks (20 days, 160 hours)
If you have completed 15 years and 1 day to 25 years on November 1 <sup>st</sup>	5 weeks (25 days, 200 hours)
If you have completed 25 years and a day on November 1 <sup>st</sup>	6 weeks (30 days, 240 hours)

New employees will be awarded safe and sick leave based on their date of hire prior to earning PTO on November 1<sup>st</sup> if required by law. If an employee has exhausted all of their PTO on vacation time, no additional hours will be awarded for ESST that year.

**Section 3: Personal Days**

(a) In addition to the above allotment each eligible employee will be granted 2 (two) Personal Days each fiscal year period with pay (based on the employee's work week - 8 or 10 hours). These hours will be added to the employee's PTO balance and will be awarded when an employee is awarded PTO.

(b) An employee may schedule a personal day the day before or after a holiday or vacation at the sole discretion of management so long as permission is not unreasonably denied.

(c) In all cases vacations will take precedence over personal days.

**Section 4: Scheduling of Vacations:**

PTO hours may be used for vacations. The following provisions apply to annual vacations of five days or longer, (*time designated in Section 2 above*) which have historically been subject to bidding based on seniority in order to allow senior employees to have first choice on vacation weeks and to avoid disruption to the business.

**Section 5: PTO (Vacation) Bidding:**

PTO (vacation) shall be awarded based upon seniority. Employee seniority lists for the purpose of selecting vacations shall include date of hire and years of service as of November 1st. Only one (1) employee per 52 weeks of accumulated time off per shift may be scheduled off at any time. The employer will post a list of all available slots and the relative seniority of each employee. Each employee, in the order of his or her seniority, shall have two (2) calendar days to pick his or her weeks; otherwise, he or she shall pass the bid and go to the bottom of the list. Once posted and passed by bid, the times may only be changed at management's discretion. Bidding for earned PTO will begin August 15, 2017, and each August 15<sup>th</sup> for each following year consistent with the need to give each employee (2) days to make their selection.

**Section 6: PTO (Vacation) Bidding (Cont.):**

Bidding will occur in 2 rounds. Those employees with 3 weeks or more may bid all or part of those weeks as they see fit. Any additional weeks must be bid in round 2 after all employees have had a chance to bid in round one. Those employees with more than four (4) weeks of vacation eligibility will be allowed to use one week of vacation as "day at a time" such days will be used by mutual consent of the employee and Employer. The Employer will make every effort to accommodate the employee's request. Employees eligible to take day at a time may bid these days in the first round of vacation bidding. Remaining PTOs will be bid at the conclusion of round 2.

**Section 7: Conditions for payment of unused PTO upon termination of employment:**

An employee who leaves the service of the Employer, regardless of the circumstances under which the employee leaves, shall be paid at the time of termination for all PTO (awarded on the previous November 1<sup>st</sup>) that has not been taken or paid. Any employee having once qualified for vacation and who leaves the employment of the Employer, who has worked a minimum of six hundred (600) hours shall receive a portion of PTO due him on a pro-rata basis. If the employee has taken all his/her PTO no additional monies will be paid.

**Section 8: Part-Time Employees:**

Part-time employees will not receive PTO awards on November 1st unless they have completed at least 1000 hours of work in the 12 months prior. They would then be awarded based on one half the number of weeks outlined in Section 2.

**Section 9:** Employees will be able to use Safe and Sick Time in accordance with the provisions of the St. Paul Earned Safe and Sick Time Ordinance ("ESST Ordinance"). Employees may utilize up to 48 hours their first year and 80 hours per year thereafter of their earned PTO time for purposes of leave allowed under the ESST Ordinance. Additional information regarding ESST may be found in postings on the bulletin board in the break room or in the Employee Handbook.

## ARTICLE 7

### Union Label

**Section 1:** In consideration of the signing of this Agreement, the Union grants the undersigned Employer the use of its Union Label to be procured through the office of the Union, the Shop Steward to take care of the Union Labels.

**Section 2:** In case of any violation of the Agreement by the undersigned Employer, the Union reserves the right to withdraw the Union Labels for which money will be refunded. The Employer must also cease to use any wrappers on which appears the imprint of the label of the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union, AFL-CIO.

## ARTICLE 8

### Union Representation

The authorized representatives of the Union shall be permitted upon presentation of proper credentials to enter the Employer's shop to interview members of the Union-on-Union business. The representatives shall also have the privilege of examining paychecks and timecards of any member.

## ARTICLE 9

### Working Conditions

**Section 1:** The shop must be kept clean and in an utmost sanitary working condition in accordance with full requirement of the Pure Food Law.

**Section 2:** No employee afflicted with a contagious disease shall be permitted to work in the shop. The Company or the Union may require an employee to submit a doctor's certificate in this connection or cause the employee to be examined by a licensed physician.

**Section 3:** (a) All employees coming under this Agreement must be furnished with a suitable sanitary clothes locker. In case of fire the Company is responsible for employees' clothes.

(b) Three (3) uniforms selected by the Employer shall be furnished for use at work. These uniforms remain the property of the Employer and the employee is responsible for their care and condition while in their possession. The Employer shall replace uniforms as needed.

**Section 4:** When an employee is injured on the job and is required to leave the plant to secure medical attention from a doctor, there shall be no loss of wages for the day of the injury, while receiving treatment. Provided that the employee returns to work or is instructed not to by the doctor.

**Section 5:** Selected delegates of conventions or committees of the union, not more than two (2) in number will be permitted to be absent from work without pay for convention work or to be on committees.

**Section 6:** (a) The employer will notify the employee orally at least two (2) hours in advance if possible, when overtime work is to be performed.

(b) Overtime shall be divided as evenly as is practical as determined by management, among the workers in each classification in each department in order of seniority. However, in the event the employee wishes to decline overtime, they may do so provided that a junior QUALIFIED employee is available and present. The decision as to the qualifications of the employee drafted for overtime is at the sole discretion of management. Under no circumstances may the employee refuse to work the overtime if drafted.

**Section 7: Funeral Leave.** (a) In the event that a death in the "immediate family" of any employee requires his or her absence from work, the employee may be absent up to three (3) days without loss of pay for the workdays on which he or she would have worked but for their absence. The amount of time off should be reasonably necessary under all the circumstances, such as time required in order to arrange for the funeral and to attend the funeral, etc. "Immediate Family" shall mean husband, wife, father or mother, son or daughter, brother or sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. In the event of the death of a brother-in-law or sister-in-law the employee may take one day without loss of pay.

(b) The employee shall not receive any such leave with pay for any day after the day of the funeral, except if the funeral is out of town and the time is necessary to return.

(c) The employee shall submit proof of relationship, death and attendance at such funeral if requested.

(d) It is understood that new employees will be eligible to the above-mentioned stipulation only after thirty (30) days of employment.

**Section 8: Jury Duty Pay** Any employee required to serve on a jury in a Court of Record shall be paid by the Company the difference between his or her jury duty pay and his or her pay for hours lost from their straight time work because of such duty up to a period of four (4) weeks.

## ARTICLE 10

### Management Rights

The management of the Company and the direction of its working forces, including, but not limited to the right to hire, suspend or discharge for proper cause, are exclusively the rights of the Company except as these rights may be affected by any of the provisions of this Agreement.

## ARTICLE 11

### Wages

Section 1: The following schedule of minimum wages shall be paid employees in the following classifications. Any employee receiving more than the following minimum hourly rates shall not have their wages reduced, except where transfer to another classification may become necessary.

## WAGE CLASSIFICATION RATE PER HOUR

	<u>1/1/22</u>	<u>1/1/23</u>	<u>1/1/24</u>	<u>1/1/25</u>	<u>1/1/26</u>
ABP <i>(Performs all operation, packaging sanitation and shipping functions)</i>	\$24.62	\$25.27	\$25.87	\$26.52	\$27.17
Production Tech <i>(Performs all operation, sanitation functions)</i>	\$24.12	\$24.77	\$25.37	\$26.02	\$26.67
Production Apprentice <i>(Training on all operation, sanitation functions)</i>	\$22.06	\$22.71	\$23.31	\$23.96	\$24.61
Packaging Tech <i>(Performs all packaging sanitation and shipping functions, including fork lift)</i>	\$23.17	\$23.82	\$24.42	\$25.07	\$25.72
Packaging Apprentice <i>(Training on all packaging sanitation and shipping functions, including fork lift)</i>	\$21.20	\$21.85	\$22.45	\$23.10	\$23.75
General Helper (entry)	\$19.53	\$20.18	\$20.78	\$21.43	\$22.08
Temporary "Red Circle" <i>(See Section 2 below)</i>	\$23.94	\$24.59	\$25.19	\$25.84	\$26.49

Any Packaging Technician who holds a forklift certification issued by the Company will receive an additional \$ .70 per hour for all hours worked.

**Section 2:** "Red Circle" will apply to all current employees hired prior to 12/15/2011 performing in the Packaging job classification. Those employees performing general help duties and all subsequently hired employees will be paid at the classification rates shown above. Any current employee hired prior to 12/15/2011 who is forced to take a reduction in pay will be allowed to bump to another job, provided he or she has the qualifications to perform the job they desire. Bumping will continue as long as employees hired prior to 12/15/2011 are forced to be in a position paying a lower rate than they currently hold or until there are no more higher paying jobs available. All new hires and employee job transfers going forward must qualify to achieve full rate.

**Section 3:** To qualify for Apprentice rate; employee must be able to perform at least one job in the classification for an entire shift. To qualify for the full wage, employees must be able to perform ALL the jobs in a classification and have the required knowledge. Training will be provided to all employees according to the attached training policy.

**Section 4:** In the event an inexperienced person is promoted or upgraded to a higher pay rated job in which he or she must be trained and supervised, they will continue to receive General Helper's rate until qualified to perform at least one of the required jobs in the classification. Then they will be paid at the Apprentice rate until they can perform all the jobs when they will move to full rate.

**Section 5:** New Hires will be paid at the General Helper /Entry level rate until they can perform at least one of the required jobs in the classification. Then they will be paid at the Apprentice rate until they can perform all the jobs when they will move to full rate.

**Section 6:** All employees who regularly work a second shift schedule will be paid fifty cents (\$.50) per hour above their regular scale of wages. All employees who regularly work a third (night) shift schedule will be paid fifty cents (\$.50) per hour above their regular scale of wages. The additional second and third shift rates will be included in their regular rate of pay.

## ARTICLE 12

### Grievance and Shop Control

Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

**STEP I** -The aggrieved employee, with or without the Shop Steward, must bring the grievance to the Supervisor within five (5) working days of the occurrence of the grievance for a discussion or conference. Before this discussion or conference takes place, the grievance must be reduced to writing. It should set forth the nature of the grievance, the act(s) complained of, when these act(s) occurred, the employee or employees claiming to be aggrieved, the provision(s) of the Agreement claimed to have been violated and the remedies sought. A copy should also be provided to Management.

**STEP II** -The next step is for the parties to attempt to resolve the grievance by conference between the Business Representative of the Union and Management, which conference shall occur within ten (10) working days of the occurrence of the grievance.

**STEP III** -In the event that STEP II and I do not resolve the dispute, the parties agree that they will seek the assistance of State or Federal Mediation Services available before STEP IV is implemented. The party initiating the grievance has the burden of scheduling STEP III, which in any event must be scheduled within 10 days of the date of the STEP II conference.

### STEP IV

A. If the grievance is not resolved in STEP III, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within five (5) calendar days following the STEP III meeting. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of five (5) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The Employer and Union shall each alternately strike one (1) name. The moving party shall strike first. The remaining arbitrator, after each party has made two (2) strikes, shall hear and determine the dispute.

B. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issue.

C. The award of the arbitrator shall be made within sixty (60) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding upon the Employer, Union and employees involved. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

D. The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited, and shall not be submitted to

arbitration. The time limitations provided herein may be extended by mutual agreement of the parties.

## ARTICLE 13

### No Strike

The Union agrees that there shall not be any picketing or strike (including sympathy strikes), by the Union or by the employees of any kind or degree whatsoever. No walkout, suspension of work, curtailment or limitation of work, slowdown, or any other interference or stoppage, total or partial, of the Employer's operations for any reason whatsoever is permitted. Any employee engaged in or in any way participating in any activity in violation of this article may be discharged or otherwise disciplined by the Employer. The discipline will not be subject to the grievance and arbitration procedure, except as to the fact as to whether or not the individual participated in the prohibited activity as set forth above.

## ARTICLE 14

### Non-Discrimination Clause

Both of the parties to this Agreement agree that they will not discriminate against any employee, or prospective employee, because of age, race, sex, creed, color, national origin, disability, Union activity or handicap.

## ARTICLE 15

### Substance Abuse

The Employer and the Union acknowledge that substance abuse is serious and complex. The Union and Company agrees to have a Substance abuse policy as an addition to the general company policies that cover workplace behavior.

## ARTICLE 16

### Health and Welfare

**(a): Medical Benefit:** The Employer has agreed to provide a 3.166 increase to the total contributions (Employer and Employee combined) of the TCBW Health and Welfare Trust (the "Fund") for each of the first 3 years of the agreement. Company will agree to pay an additional \$ .10 per hour increase to health and welfare contributions in each of years 4 and 5 of this agreement.

For the first year of this agreement:

The Employer's portion will be **\$4.30** per hour (**\$172.24 per week**.)  
The Employee's portion being **\$1.10** per hour (**\$44.00 per week**).



**(b): Health Savings Account (HSA):** In addition, the Employer will make contributions to an HSA account established by the Fund for each Qualified Employee. The Employer will make contributions to each applicable as follows:

Family Coverage at \$46.15 per week per qualified employee.

Single Coverage at \$23.08 per week per qualified employee.

Payment shall be made monthly and shall be made within 15 days following the end of the month for which the hours were paid in accordance with the rules and regulations of the trustees with respect to reporting and payment of contributions.

The hourly contribution for major medical coverage provided above may be changed from time to time by majority vote of the Trustees of the Fund (The HSA amount will remain the same for the entire agreement). In the event of an increase in the hourly contribution rate over the current \$5.24 per hour (\$209.60 per week) contribution rate, the following will be in effect: The Employer will pay 80% of the increase and the employee will pay 20% of the increase. However, if the annual cost increase is more than 8% of the previous year the employee shall bear that portion of the increase.

The parties hereto agree to be bound by the Agreement and Declaration of Trust establishing the Fund together with any Amendments thereto and regulations established by the Trustees, and the parties hereby designate as their representatives on the Board of Trustees such Trustees as are named, together with any successors who may be appointed pursuant to the Agreement and Declaration of Trust of the Fund. The Employer agrees to sign a Participation Agreement as may be required by the Trustees of the Fund. Types and amounts of benefits to be provided to the employees of the Employer covered by the Agreement shall be as described in the Summary Plan Description of the Plan of Benefits provided by the Trustees of the Fund, which benefits may be changed from time to time by the Trustees, in their sole discretion.

The Administrator of the Fund will continue to administer HRA balances for Baldinger Bakery employees in the manner of its past practice. The participant may use these balances for allowable IRC 213(d) expenses. The participant's portion of the contribution to fund health and welfare benefits will be reduced by \$38.46 per week.

**Example:** If the employee's current contribution is \$44.00 per week it shall be reduced to:  
 $\$44.00 - \$38.46 = \$5.54$  per week.

**(c): Health Reimbursement Account:** For those participants who spend down their HRA balance to -0- during the Plan Year they will transition to the HSA plan as listed in Article 16 beginning January 1 of the next year. Once employee's transition to the HSA plan the employee will be required to make weekly contributions toward the employee's share of the contributions based on the terms and conditions in Article 16. The Employer will then be required to make HSA contributions for that employee pursuant to Article 16.

All newly hired employees after ratification will be enrolled and covered under the HSA plan as listed in Article 16 and will be subject to all terms and conditions of that Article.

If there is a change in Federal or State laws which allow for HRA balances to be converted and deposited into HSA accounts, the bargaining parties may open this agreement to discuss making such a transition.

## **ARTICLE 17**

### **Pension**

Effective the date of this Agreement, the Employer will contribute to the Minnesota Bakers Union Pension Fund ("the Fund") the sum of \$1.97 cents per hour for each hour paid for each employee of the Employer covered by this Agreement. Payment shall be made quarterly and shall be made within thirty (30) days of the end of each quarter and shall be remitted as designated by the Trustees of the Fund. It will then increase as follows:

**January 1, 2023 to \$2.07/hour**

**January 1, 2024 to \$2.17/hour**

**January 1, 2025 to \$2.27/hour**

**January 1, 2026 to \$2.37/hour**

The parties hereto agree to be bound by the Agreement and Declaration of Trust establishing the Pension Fund together with any Amendments thereto and regulations established by the Trustees, and the parties hereby designate as their representatives on the Board of Trustees such Trustees as are named, together with any successors who may be appointed pursuant to the Agreement and Declaration of Trust of the Pension Fund. The Employer agrees to sign a Participation Agreement as may be required by the Trustees of the Fund. Types and amounts of benefits to be provided to the employees of the Employer covered by the Agreement shall be as described in the Summary Plan Description of the Plan of Benefits provided by the Trustees of the Fund, which benefits may be changed from time to time by the Trustees.

## **ARTICLE 18**

### **BCT-PAC**

Section 1: The Employer agrees to provide for voluntary contributions to the BAKERY, CONFECTIONERY, TOBACCO WORKERS & GRAIN MILLERS POLITICAL ACTION COMMITTEE upon signed authorization from the contributing employee.

Section 2: The Employer hereby agrees to honor contribution deduction authorization from its employees who are Union members in the following form:

"I hereby authorize the Employer to deduct from my pay the sum of \$\_\_\_\_\_ per week, per month from my regular paycheck, and to forward that amount to the Bakers Union, Local 22 Political Committee. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the Bakers Union Local 22 Committee are not conditions of membership in the Union, or of employment with the Company, and that the Bakers Union Local 22 Committee will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections."

Date \_\_\_\_\_ Signature \_\_\_\_\_

## ARTICLE 19

### Terms of Agreement

THE AGREEMENT to be in force and effect from January 1, 2022, and for a period through December 31, 2026, and from year to year thereafter, until a new Agreement, has been consummated and signed, or this Agreement, after the above expiration date, has, upon notice, been canceled or terminated by the Employer or by the Union. Copies of this Agreement shall be signed in duplicate, one kept by the Employer, and one to be kept by the Union.

Signed this 17th day of DECEMBER, 2021

BY THE EMPLOYER:

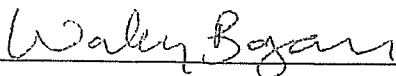
FOR BALDINGER BAKERY L.P.

By  \_\_\_\_\_

Steve Baldinger, CEO/President, Baldinger Bakery

BY THE UNION:

TWIN CITIES BAKERY, CONFECTIONERY, TOBACCO WORKERS & GRAIN MILLERS  
WORKERS UNION, LOCAL NO. 22; AFL-CIO

By  \_\_\_\_\_

Wally Borgan, President, Baker's Local 22

30049007.1

**If you have questions about your health care coverage or pension, call the following phone numbers:**

**TWIN CITY BAKERY WORKERS HEALTH AND WELFARE FUND**

Eligibility: Vicki 651-686-0108 Ext. 108 Disability

Benefits: Kellie 651-686-0108 Ext. 106

Dental: Jennifer 651-686-0108 Ext. 105

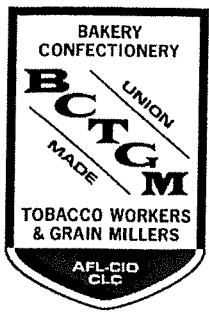
**MINNESOTA BAKERS UNION PENSION FUND**

Pension: 651-686-0108 Ext. 107

**Medical Benefits/Claims/Pharmacy/HSA:**

United Healthcare: 844-333-872

Optum/HSA: 866-234-8713



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

CHARTERED JANUARY 1, 1973

Telephone: (612) 379-2921

Minneapolis, Minnesota 55414

312 Central Ave. S.E., Suite 590

Fax: (612)379-0473

**---ATTENTION---**

TO ALL BCTGM LOCAL 22 MEMBERS:

IF YOU HAVE A CHANGE OF ADDRESS  
PLEASE ASSIST US IN UPDATING THIS IMPORTANT INFORMATION.

We need to know the following:

Name \_\_\_\_\_ Street Address \_\_\_\_\_

City \_\_\_\_\_ State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Send to: BCTGM Local 22  
312 Central Ave. S.E., Suite 590  
Minneapolis, MN 55414

Fax it to: 612- 379-0473

Or Email to: [jruttonlocal22@integra.net](mailto:jruttonlocal22@integra.net)

Thank You,  
The Officers of BCTGM Local 22



*Stewards*

## **KNOW YOUR RIGHT TO HAVE UNION REPRESENTATION**

Weingarten Rights in a 1975 case National Labor Relations Board vs. J. Weingarten Inc., the United States Supreme Court declared that unionized employees have the right to have a steward present during a meeting with management when the employee believes the meeting might lead to disciplinary action being taken against him/her. Weingarten rights apply during investigatory interviews when a supervisor is questioning an employee to obtain information that could be used as grounds for discipline; the employee has the right to request union representation.

These basic Weingarten rights stem from the Supreme Court decision:

1. The employee must request representation before or during the meeting.
2. After an employee makes the request, the supervisor has these choices:
  - a. Grant the request and wait for the union representative's arrival;
  - b. Deny the request and end the meeting immediately; or
  - c. Give the employee the choice of either ending the meeting or continuing without representation.
3. If the supervisor denies the request and continues to ask questions, the employee has a right to refuse to answer. In addition, the supervisor is committing an unfair labor practice.

Please beware that management is not obligated to inform employees of their Weingarten rights—employees must ask for them. Unlike Miranda rights—where law enforcement officers are required to tell a suspect of their right to an attorney, etc.—employees must ask for their Weingarten rights.

**LOCAL 22 MEMBERS:**

**PLEASE CALL 612 379-2921 WHEN  
LEAVING EMPLOYMENT FOR ANY  
REASON TO PROTECT YOUR  
RIGHTS AS A UNION MEMBER!**

**(THIS INCLUDES LAYOFF, LEAVE OF ABSENCE,  
OUT FOR WORKER'S COMP-INJURY, & FMLA.)**

**DUES MUST BE PAID FOR THE CURRENT  
MONTH, THEN YOU ARE QUALIFIED FOR A  
WITHDRAWAL CARD FOR A SMALL FEE.  
REQUEST FOR CARD MUST BE MADE BEFORE  
THE LAST BUSINESS DAY OF THE MONTH.**

**NEW EMPLOYEE--- CALL 612 379-  
2921 OR ASK YOUR STEWARD  
ABOUT MEMBERSHIP  
REQUIREMENTS!**

**NEW EMPLOYEES MUST MAKE APPLICATION  
NO LATER THAN THIRTY (30) DAYS AFTER  
EMPLOYMENT.**

**WITHDRAWAL CARD HOLDERS MUST DEPOSIT  
CARD WITHIN SEVEN (7) DAYS AFTER  
RETURNING TO WORK.**