

AGREEMENT BETWEEN

DAKOTA GROWERS PASTA COMPANY, INC.

MINNEAPOLIS, MN

And



**BAKERY, CONFECTIONERY, TOBACCO WORKERS
AND GRAIN MILLERS UNION**

TWIN CITIES LOCAL 22, AFL-CIO

NOVEMBER 1, 2020

THROUGH AND INCLUDING

OCTOBER 31, 2024

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COLLECTIVE BARGAINING AGREEMENT

DAKOTA GROWERS PASTA COMPANY, INC. of New Hope, Minnesota and the TWIN CITIES BAKERY, CONFECTIONERY, TOBACCO WORKERS and GRAIN MILLERS' UNION, LOCAL 22, AFL-CIO, agree to be bound by the following terms and provisions covering wages and working conditions.

ARTICLE I **RECOGNITION**

- 1.01 The above-mentioned Union is recognized as the sole bargaining agent for production, sanitation, maintenance and electrical employees.
- 1.02 Typically, non-union supervisory employees shall not perform bargaining unit work. Supervisors may perform bargaining unit work in the following situations:
- a. To instruct, train, teach and/or demonstrate to all Company employees the proper methods and/or procedures in performing production and production related operations.
 - b. To develop, experiment, investigate, and/or test methods, procedures, equipment, materials, and/or products.
 - c. During the time it takes to find a replacement for an absent, tardy or sick employee(s).
 - d. To provide emergency relief for employees.
 - e. To relieve employees to attend Company-sponsored luncheons on-site.

ARTICLE 2 **UNION SECURITY AND CHECK OFF**

- 2.01 Union Membership. All employees covered by this Agreement shall become and remain members of the Union thirty (30) calendar days after date of employment or the effective date of this Agreement, whichever is later, for the period of this Agreement.

All employees who are covered by the terms of this Agreement shall be required to pay to the Union as a condition of employment, an initiation fee and monthly (or otherwise established) dues. The Union is the exclusive bargaining agent of the bargaining unit herein.

- 2.02 Dues Authorization. The Employer agrees to deduct once each month (or otherwise established) all dues and assessments owed to the Local Union for each employee, provided that the Union or individual employee files individual authorization cards with the Company expressly granting the right to the Company to deduct said amounts.
- 2.03 Employee Contact Information. It shall be the duty of the employee to have their current address and phone number at all times with the employer.

ARTICLE 3
MANAGEMENT RIGHTS

- 3.01 The company retains all rights to manage the company, including but not limited to, the right to make and enforce work, work schedules, safety, drug and alcohol, and productivity standards, policies and procedures, providing that such rules, policies and procedures do not conflict with the terms and provisions of this Agreement, and the Company is only limited to the extent of those terms and provisions contained herein.
- 3.02 It is agreed that employees covered by this Agreement will observe such rules and regulations as are now in effect or may be established subsequently by the management and the business of the Company, provided that such rules and regulations do not conflict with the terms and provisions of this Agreement. If the Company decides to introduce a new rule or regulation or change an existing rule or regulation, the Company will notify the Union at least thirty (30) days in advance of the effective date for the new rule or regulation or change in existing rule or regulation. The Company further agrees to meet with the Union during this thirty (30) day period, if requested, to discuss the new rule or regulation or change in an existing rule or regulation. If after this thirty (30) day period the Union contends the new rule or regulation or change in existing rule or regulation to be inconsistent with the terms of this Agreement, the Union may pursue the issue through the grievance procedure under the provisions of Article 12. These rules shall be posted in a conspicuous place in the plant.
- 3.03 The company has the sole authority to manage its workforce in line with its operational needs and authority to manage, change, and modify its scheduling requirements. This includes the right to direct its working forces, the right to hire, to fix wages within the terms of salary Schedule A herein after referred to, to transfer, promote, demote, and to suspend or discharge any employee for just cause.

ARTICLE 4
PROBATIONARY PERIODS

- 4.01 Probationary Period. The period of the first ninety (90) days worked of an employee's term of employment shall be considered a probationary period, except that the probationary period for electrician journeyman, apprentices, set-up operators and mechanics shall be one hundred twenty (120) days worked. If the employee does not prove satisfactory to the Company for any reason in that period, they may be discharged without recourse to grievance and arbitration procedure set forth in Article 12 herein.
- 4.02 Extending the Probationary Period. In addition, if the probationary employee is absent or unable to work, or the Company has concerns about a probationary employee's competence or aptitude, the Company reserves the right to extend such employee's probationary period for a period not to exceed 30 days. The Company's right to extend the probationary period does not preclude the Company from terminating such employee. If the Company decides to extend an employee's probationary period, it will notify the employee and the Union in writing of its decision by no later than the end of the employee's initial probationary period.

ARTICLE 5
HOURS OF WORK AND OVERTIME

- 5.01 **Workweek and Workday Defined.** Forty (40) hours will constitute a week's work, consisting of five (5) days of eight (8) hours each, except all employees on a ten (10) hour straight time shift schedule. The workweek shall begin at 7:00 am Monday and end at 6:59 am the following Monday. The workday shall begin at 7:00 am and end at 6:59 am the following day. Provided employee(s) are drafted and the Company no longer needs the full complement of those drafted, the most senior employee(s) will be offered the opportunity to leave early based on the number of employees needed and the skills required to perform the work.

The Company may implement a ten (10) hour straight time shift schedule, only after providing union notice of at least 30 calendar days. The normal ten (10) hour straight time shift schedule will generally consist of four (4) ten (10) hour days in a week. This schedule pattern will generally repeat. When a ten (10) hour straight time is implemented the incumbents in the positions, subject to the new schedule shall be offered the schedule first. Positions that remain unfilled after offering to the incumbents shall be posted for bid by the Company. The incumbents who elect not to work the ten (10) hour schedule shall opt to exercise their seniority to obtain another position per the terms of the collective bargaining agreement.

- 5.02 **Overtime.**

8 Hour Schedule: All time immediately following eight (8) consecutive hours worked without interruption in a twenty-four (24) hour period, on an eight (8) hour straight time shift schedule, or in excess of forty 40 hours in one work week, shall be considered as overtime and shall be paid at the rate of time and one-half (1½) the regular rate.

10 Hour Schedule: All time immediately following ten (10) consecutive hours worked without interruption in a twenty-four (24) hour period, on a ten (10) hour straight time shift schedule, or in excess of forty 40 hours in one work week, shall be considered as overtime and shall be paid at the rate of time and one-half (1½) the regular rate.

Overtime shall not be pyramided. Time and one-half shall be paid for all work performed on the sixth (6th) consecutive day worked. Double time worked shall be paid for all work performed on the seventh (7th) consecutive day worked.

Laid off hours during a reduced workweek will be counted toward the computation of the sixth (6th) and seventh (7th) consecutive workday provision.

Employees scheduled prior to their normal starting time shall be paid at the rate of time and one-half (1/2) for such hours and will be offered their regular scheduled hours of work in addition to their early start. If an employee of their own volition requests to leave early, such employee shall forfeit their time and one-half pay, if less than eight (8) hours.

5.03 Sixth (6th) and seventh (7th) day and all other overtime shall be granted on the basis of plant seniority to qualified employees. In case of full days of overtime work, seniority shall prevail; providing ability and qualifications are satisfactory to the job (senior employees shall be permitted to choose the work available at the beginning of the overtime shift, if qualified). The least senior qualified employee must accept any overtime work that is refused by the senior employees.

5.04 Missed Overtime Opportunity. In the event that seniority, as provided herein, is not observed by Management on overtime, the employee who has not been assigned to it shall be paid for the time lost, but must make application for pay within seven (7) calendar days from the day lost.

5.05 The overtime posting and procedure process is as follows:

Daily Overtime

The Company will provide two postings -- one for full shift daily overtime and one for partial shift overtime. An employee must sign either or both an overtime posting(s) by 10:00 am the day before the overtime is needed, at which time the Company will take down the posting. The Company will repost the partial shift posting after 10:00 a.m. and a red line will be drawn at the end of the sign up list.

The Company will first use the most senior qualified employees who sign up to work a full eight-hour shift, if a full shift is needed. The Company will then use the senior most qualified employees who signed up to work partial shifts. Next, the Company will use the senior most qualified employees who signed below the red line. If additional overtime needs exist or develop, the Company will then draft employees to work the additional overtime hours. The Company will draft the least senior qualified employees first for partial shifts, then for eight-hour shifts as needed.

If the Company determines that only partial shift overtime is needed, the Company will take those employees who sign up for four hours early or four hours late. If there are an insufficient number of employees, the Company will then draft the least senior qualified employees for the partial shift.

No later than one hour prior to the conclusion of a shift, supervisors will post the known overtime and notify all affected employees, regardless of whether that overtime is signed for or a draft situation. In the event that an employee(s) call in, creating a labor shortage, the Company reserves the right to add additional employees, either signed or through draft as appropriate. If employees drafted in these situations can find a qualified employee willing to confirm in writing, on a form provided by the supervisor, that they will work the overtime, the drafted employee will not be subject to discipline and not required to work. Also, if the Company drafts an employee within the last sixty (60) minutes of their shift the employee will not be subject to discipline and not required to work the overtime. Upon request the Company will provide documented evidence of the call in that caused the late overtime notice. [This provision will not apply to Maintenance]

5.06 Maximum Workday. No employee shall be forced to work more than twelve (12) hours

continuously, except in cases of emergency, the emergency to be determined by the Management Each employee is entitled to an unbroken rest period of at least twelve (12) hours. Except when employees volunteer, any time worked prior to the expiration of such twelve-hour rest period will be paid for at the rate of time and one-half (1-1/2).

5.07 Call-In Pay. Employees called in outside of their normal working hours will be given four (4) hours of work at the overtime premium of one and one-half (1 1/2) times rate or pay in lieu thereof. If such employees complete their call-in assignment and thereafter request to be excused of their own volition, the employees will be paid at the overtime premium for all call-in hours worked, but for not less than two (2) hours at the overtime premium rate of one and one-half (1 1/2) times rate

5.08 Reporting Pay. Any employee required to report for scheduled work shall be guaranteed four (4) hours of employment. If an employee voluntarily elects to go home, time paid will be actual hours worked.

5.09 Employees will be paid consistent with the company's payroll practices.

5.10 Seventh Day Worked.

In order to qualify for double time, pay on the seventh day worked in a workweek, the employee must work the previous six days in the same workweek and at least 48 hours.

If you are absent from work you do not qualify for payment under this overtime provision. If you are sent home because of lack of work you do qualify. Holiday, jury duty and pre- approved vacation time count as hours worked for computation of overtime. If you are tardy or leave work early on your own, you are not eligible for pay under this provision (some adjustments will be made for short periods of time - one half hour either way unless an employee abuses this by tardiness or leaving early on a regular basis).

5.11 Start of Shift. Employees must be changed into their uniforms and must obtain their job assignments five (5) minutes prior to the beginning of their scheduled shifts.

ARTICLE 6 **SHIFT DIFFERENTIALS/INCENTIVE PAY**

6.01 Shift Differential. Employees who start work at 3:00 p.m. or later, and before 11:00 p.m. for a regularly established shift, are working the second shift and shall be paid hour twenty-five cents (\$.25) per hour more than the day shift rate of pay for that job. Employees who start work at 11:00 p.m. or later, and before 7:00 am for a regularly established shift, shall be considered as working the third shift and shall be paid thirty-five cents (\$.35) per hour more than the day shift rate of pay for that job. Employees working on the evening 12-hour straight time shift (ex. 7P-7A), shall be considered as working the third shift, and shall be paid thirty-five cents (\$.35) per hour more than the day shift rate of pay for that job.

6.02 Trainer Incentive Pay. The Company will no longer maintain or post trainer positions. The Company, however, retains the right to assign qualified employees to perform training. for employees who are newly hired or who have bid into a new position;

provided that the employee to be assigned to perform the training, function agrees to perform that function. Set-up and Maintenance employees assigned to, and who agree to perform the training function, will receive one dollar (\$1.00) per hour for hours spent performing the training function. Other employees assigned to, and who agree to perform the training function, will receive fifty cents (\$0.50) per hour for those hours spent performing the training function. An employee's training shall be deemed concluded upon the expiration of that employee's probationary period or qualification period and during the above periods(s) the trainee will be assigned a Trainer(s).

In the event no qualified employees agree to perform an assigned training function, Management reserves the right to conduct the training itself, or to assign the most junior qualified employee to conduct the assigned training.

Machine Operators Trainers

The undersigned agree that employees currently holding a training job posting will be allowed to continue on the posting during the term of this Contract and will collect \$.50/hour for all hours worked until such time that they vacate the posting.

Set-Up Operator Trainers

The undersigned agree that employees currently holding a training job posting will be allowed to continue on the posting during the term of this Contract and will collect \$1.00/hour for all hours worked until such time that they vacate the posting.

In the event a trainer ceases the training function of their job, but otherwise continues performing the remaining functions of their job posting, the parties agree that the Company will not repost the job but that the employee will continue working in the posted job until they vacate from such posting

- 6.03 Fumigation Incentive Pay. The Company will determine on which shift/schedule additional pesticide trained personnel are needed. A separate posting for employee(s) interested in the opportunity to hold a pesticide license and to be called upon to remove fumigation packets will be posted. Employees will be granted the opportunity to test based on their ability, qualifications, and merit. There will be two opportunities to pass the test within a four-month period. Employees must successfully pass both components of the U.S. Department of Agriculture Category A and Category N segments to earn this incentive pay for all hours worked.

It is understood between the parties that the Fumigation License shall not be a requirement for an employee to hold or maintain a Flour Operator bid.

- 6.04 Lead Position. The Company has the right to appoint, promote, or demote anyone into or out of the lead positions. The lead position will include, but is not limited to assisting in training, setting up equipment or line functions and monitoring the line, working on the line, maintain, adjust, and fix equipment, giving or assisting with breaks, and can give work direction based on shift objectives set by the supervisor. Other duties may be assigned based on shift objectives.

ARTICLE 7
WAGE/ SALARY MAINTENANCE & DEMOTION FORMULA

- 7.01 Demotion: Shall mean the movement of an employee from a position to a position bearing a lesser pay structure, when in the opinion of the Company, the employee fails to exhibit the skill, ability and/or qualifications to continue to perform the job.
- 7.02 When an employee is involuntarily demoted and/or, their position is eliminated and they bid on and accept a demotion, the following shall apply:
- a) The employee shall continue to receive the wage/salary being received prior to demotion for a period not to exceed ninety (90) calendar days.
 - b) Upon commencement of the ninety first (91st) calendar day, the employee's wage/salary shall be adjusted to the contract rate for that classification.

ARTICLE 8
TEMPORARY PERFORMANCE OF HIGHER DUTY

- 8.01 Upgrade Pay. An employee assigned to temporary relief in a higher paid position shall be paid as if he/she had been promoted to same.
- 8.02 When an employee works in a higher paid position they shall be paid at the higher rate for all time worked in the position as calculated in Schedule A.
- 8.03 Temporary Relief Positions. When it is known in advance that the period of temporary relief will exceed ninety (90) days or the regular incumbent has not returned after 90 days, the position shall be posted as a temporary vacancy and selection for same shall be subject to Article 11 - Seniority.

ARTICLE 9
HOLIDAYS

- 9.01 Recognized Holidays. All employees shall be paid time and one-half (1 1/2) for work performed on the following legal holidays in addition to the holiday pay they may otherwise be entitled to:

**New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Labor Day	Christmas Eve Day
Fourth of July	* Christmas Day
	2 Floating Holidays

*The Company will have no mandatory overtime on Christmas Day.

* *Third shift employees shall be given New Year's Eve as their paid holiday instead of New Year's Day.

Holiday Coverage – Signup will be posted for volunteers prior to the holiday. Once the posting has been removed employees will be scheduled for the holiday in seniority order based on qualifications. If additional employees are needed the Company will then draft in reverse seniority order based on qualifications. The final schedule will be posted 2 weeks prior to the holiday.

Scheduling floating holidays will be the same process used as scheduling vacations in Article 10.

The Employer will schedule the start of production no earlier than 7 AM on December 26th following the Christmas Holiday.

- 9.02 Holiday Pay Provisions. Holidays begin at 7:00 am the day of the designated holiday and ends at 6:59 am the following day. Holidays falling on an employee's scheduled day off shall be paid at straight time. Holiday hours not worked will be considered as time worked for computation of overtime. No duplication or pyramiding on holiday hours worked.
- 9.03 Qualification for Holiday Pay. Non-probationary employees shall receive eight (8) hours or 10 hours for those long goods packers on a 4 by 10 hour schedule of straight-time pay for the holidays in Section 9.01, on which no work is performed, providing the employee works their full scheduled work days immediately before and after the holiday, as well as the holiday itself if scheduled, unless excused by authorized personnel. Employees who are on an approved vacation, approved FMLA, jury duty, bereavement leave, or hospitalization or illness (provided the employee submits a doctor's notice dated within twenty-four (24) hours from the time they left for home or did not report for work) will retain eligibility for holiday pay. If the employee is laid off within a seven (7) day period before or after said holiday, he/she will receive holiday pay.
- 9.04 Holidays During Vacation. If a holiday is observed during an employee's vacation, he will receive holiday pay (up to 8 hours) on the day the holiday is observed and will not be deducted a vacation day for the holiday.
- 9.05 Sick Days All non-probationary employees on the payroll as of January 1 each year shall receive two (2) eight hour paid sick days beginning January 1 each calendar year. In the initial year of employment, a non-probationary employee will receive one (1) sick day if hired prior to July 1, and will receive two (2) sick days if hired prior to March 1st in the first year of employment. Employees will receive a maximum of eight (8) hours regular, straight time pay for each sick day. To utilize a paid sick day an employee must notify the Company two (2) hours prior to their scheduled start time on the day that they are sick and if day before or after scheduled vacation, employee must provide a doctor's notice dated within twenty-four (24) hours of requested sick day. Employee's first two (2) call-ins will be sick days for the purpose of this Article. Sick days run concurrently with Family Medical Leave Act (FMLA). Sick days cannot be used to supplement disability and/or Workers' Compensation benefits or any other leave. Sick days cannot be carried

over from one calendar year to the next. During the month of January of the following calendar year employees shall be paid for unused sick days from the previous year. Employees are not paid for unused sick days upon termination of employment.

ARTICLE 10
VACATIONS

- 10.01 Vacation Selection. Between December 1 and December 31 of the preceding calendar year, each employee in each department may indicate their preference for vacation for the upcoming year. The Company will approve or deny such requests by January 15 of the following year consistent with the seniority of the requesting employees and the Company's normal business operations. Once vacation is approved it cannot be cancelled, except by mutual agreement, or if the Company's normal business operations dictate. After the sign-up period, requests for vacation will be granted on a first come, first serve basis consistent with the normal operations of the plant.
- 10.02 Current Accrual of Vacation. The vacation policy will be "earn as you go." Vacation hours are accrued per pay period and depend on length of service. Accruals are based on actual straight-time hours worked per day up to a maximum of 40 hours per week. Employees will earn vacation hours on a pro-rated basis, according to the accrual rate per hour. Actual accrual may vary, depending upon an employee's actual straight-time hours worked per day, except as provided in 10.06. January through December is considered the vacation period. The employee's date of hire is the date used to determine the employee's accrual eligibility for vacation. Employees will take their earned vacation in the calendar year. Employees will be entitled to take their vacation in advance of earning it, up to a maximum of 40 hours, provided that they have signed a wage deduction authorization form. If an employee terminates or is laid off and has taken vacation in advance of earning it, the employee will reimburse the Company for the unearned portion. In the case of termination of employment, the Company shall pay to the employee any earned and available vacation pay owing to him/her. Vacation hours begin to accrue from the date of an employee's fulltime status.
- 10.03 Vacation Upon Termination. Employees who terminate or are terminated shall be entitled to earned vacation not taken in that anniversary year. New hires will be allowed to use their accrued vacation after their probationary period is complete. Accrued time will not be paid out to employees that do not successfully complete their probationary period.
- 10.04 Earning Vacation. Employees will be entitled to the following amounts of vacation after meeting the above requirements:
- 0-4 Years 80 Hours/10 workdays (accrue 6.67 hours/month)
 - 5-9 Years..... 120 Hours/15 workdays (accrue 10 hours/month)
 - 10-14 Years... 160 Hours /20 workdays (accrue 13.3 hours/month)
 - 15+ Years ... 200 Hours/25 workdays (accrue 16.6 hours/month)

10.05 Vacation Week. One week of vacation shall consist of 40 hours of straight time pay at the hourly rate of pay at the time the employee takes vacation.

10.06 Hours Counted Toward Earning Vacation. Straight-time hours paid for, but not worked, for holidays, vacations, etc., shall be counted as hours worked for the purpose of computing vacations.

Employees injured on the job or who suffer personal injury or illness that are unable to work shall be credited with up to 173 hours as hours worked for the purpose of computing vacation.

10.07 Advance Approval. Vacation must be approved in advance as the contract specifies.

When an employee makes a request for vacation two or more weeks in advance, the Company shall respond to the employee's request within seven (7) calendar days of the request. For requests of less than two weeks, the Company agrees to make every effort to respond to the employee's request in a reasonable time frame.

Once approved, employees shall take the vacation except in unforeseen circumstances, with mutual consent.

10.08 Carry Over and Cash Out. The intent of this benefit is for employees to use their annual vacation time during the year it is earned. However, the Company recognizes that occasionally extenuating business circumstances may prevent an employee from taking time off. For that reason, the Company offers employees a maximum of (40) hours of vacation time that may be carried over to the next calendar year. Provided the employee can demonstrate to the Company that, despite the employee's best efforts of attempting to timely schedule and utilize their unused vacation balance prior to the end of the year, as determined by the Company, the Company will agree to cash out their unused vacation at year end that exceeds the maximum 40 hour carryover.

ARTICLE 11 SENIORITY

11.01 Seniority Defined. Seniority commences the date of full time hire with the Company, and is only interrupted in accordance with other provisions of this agreement. New employees shall be placed on the seniority list upon successful completion of their probationary period. Seniority is to date back to the first date of employment, providing that intermittent employment shall not be deliberate. In the event of a common seniority date occurring in any competition, the tie will be broken based the alphabet of the employee's last name and if the same, the employee's first name.

For purpose of calculating seniority, the "Company" includes all service earned with any predecessor employer acquired or incorporated into Dakota Growers Pasta Company, Inc. This only applies to employees with no break in their service.

11.02 Posting Seniority List. A seniority list with job titles will be posted quarterly (Job title errors are non-grievable, but if noted with management, will be corrected).

- 11.03 Vacancies. When filling vacancies, capable employees with the skill, ability, qualifications, and merit, as determined by the company, shall be awarded the job by seniority, which will be subject to the grievance procedure.

Employees failing to qualify after a minimum of forty (40) straight-time hours worked on that job, or a maximum two hundred forty (240) straight-time hours worked on that job as a trial period for new positions or vacancies, shall retain all seniority rights and return to their former position, but this shall not be counted as a job change for purposes of this Section. Employees who wish to be removed from that job within forty (40) hours of training shall retain all seniority rights

In the event that an employee fails to qualify for a job posting, said employee is excluded from bidding on any postings containing the job or machines from which they were disqualified. After one year has elapsed from disqualification, the employee may sign onto the posting to attempt to qualify for the position.

In the event an employee is disqualified two (2) times from job postings within the same classification, said employee relinquishes his right to future bids in that job.

- 11.04 Filling Vacancies. When the Company determines it necessary to fill a vacant position, the position shall be posted. Vacancies will be open to applicants for a minimum of ninety-six (96) hours from the time of the posting. Postings for the job vacancies shall provide a salary range, starting time, days off, shift, and job duties. It will be the practice of the Company that in filling posted positions, employees of the Company shall be given first consideration. The Company shall determine job related qualifications for all jobs and determine ability of employees who post for the opening, subject to challenge through the grievance and arbitration procedure. In the event that an employee has not been moved to their awarded position within sixty (60) days of the date in which the job was awarded and the employee is capable of doing the work and the position has not been eliminated, they shall receive the rate of pay for the awarded position if the rate of pay is higher.

Prior to disqualifying an employee during the trial period, the employee will receive written feedback regarding the areas for improvement and will receive an additional two (2) weeks of training in an effort to qualify, however all qualifications must be met to qualify for a position.

- 11.05 In the event of a plant shutdown or short-term layoff, the Company will make work available, where possible, in entry-level jobs based upon seniority.
- 11.06 The Company reserves the right to create a temporary position for positions vacated as a result of any type of leave of absence. Employees signing for such temporary positions must already be qualified to perform the functions of such position without any additional training. Such a temporary position shall not exceed a period of twelve (12) consecutive calendar weeks. In the event the employee on the leave of absence returns during the twelve (12) week period and is able to perform the functions of the job with or without reasonable accommodation, such employee will be returned to his/her position.
- 11.07 Lay-Offs. In the event of a layoff the company will rebid the positions available through the following process. Starting with the most senior employee being affected by the layoff

and working down the list, employees will be allowed to choose only from positions for which they are currently qualified. Senior employees are required to bid on skilled positions that are available based on their seniority. Senior employees without skilled qualifications can opt for layoff, in lieu of a non-skilled position as long as there are enough junior employees to fill those unskilled positions. Skilled positions include Maintenance, Electricians, Extruder Operators, Set up operators, Machine Operators, Flour unloaders, Pesticide Licensed Positions, Product Storage Operators, Alvey operators and Lead positions. Employees shall be recalled from layoff, or shut down by seniority provided they can perform the available work. An employee who is laid off shall endeavor to obtain an alternate position by bidding on vacancies, in accordance with this article.

[11.08 Intentionally left blank]

11.9 Wage Protection An employee who obtains an alternative position in accordance with Article 11.08 shall have their wages maintained in accordance with Article 7.02.

11.10 Recall. When an employee is to be recalled to work, the Company will attempt to contact the employee by phone and address (either home or email). It is the employee's responsibility to provide the Company with a current phone number or address. If the employee does not respond to the recall notice within 7 calendar days of the Recall Notice, the employee will lose their recall rights and employment will terminate. This shall not apply in the event of a shutdown as defined below in section 11.12.

11.11 Definitions:

1. Shutdowns: Involves designated dates certain upon which the Company's facility will be shut down, and work is not available for employees. Shutdowns will not exceed two (2) consecutive calendar weeks at a time.

2. Layoffs: Involves reductions or decreases in working hours and there is no date certain when employee(s) will return to work.

a. Temporary layoff is defined as a layoff, which is two days, or less.

b. Short-term layoff is defined as a layoff that is three (3) to thirty (30) days.

c. Long-term layoff is defined as more than 30 days.

11.12 Loss of Seniority. Seniority, and the employment relationship, shall be terminated for the following reasons:

a. An employee is discharged for just cause,

b. An employee quits, resigns or retires,

c. An employee is absent from work for three consecutive days without notice to the Company,

- d. An employee declines re-employment when recalled from layoff or does not report within seven calendar days after notification,
 - e. An employee does not return from a leave of absence as scheduled, unless their leave is extended in writing by Human Resources,
 - f. An employee performs no work, for a period of time equal to one year.
 - g. On a disability leave of absence for more than 12 months. Before an employee's seniority and employment is terminated under this section, the employee may provide the Company with adequate medical documentation if he/she wishes to return to work. Upon submission of the medical documentation, the Company will evaluate the employee's medical restrictions, if any, and determine if the employee can return to work with or without a reasonable accommodation.
- 11.13 Promotion to Supervisor. Employees in the bargaining unit transferred to supervisory or other positions in the Company, shall automatically be granted up to a three (3) month's leave-of-absence for a trial period within which time the employee may be returned to the bargaining unit without loss of seniority and/or job status. This leave-of-absence may be extended, if mutually agreed to between the Company and the Union. While holding a supervisory position, employees shall not have access to the grievance and arbitration provisions of this Agreement.
- 11.14 Technical Training Period. The period of 120 calendar days in a new technical position (mechanics, electricians, set-up operators, and extruder operator) shall be considered a training period, and the employee may return to their former position should they fail to qualify within the 120 day period.
- 11.15 The Company has the right to use an aptitude test for the selection process of set-up operators.

ARTICLE 12

GRIEVANCE AND ARBITRATION PROCEDURE

- 12.01 Informal Resolution. The Company and the Union agree that it is most desirable to resolve misunderstandings and disputes through discussions between the employee and the supervisor, and both the Company and the Union shall encourage employees to discuss their complaints with their supervisors so as to resolve differences quickly and directly without necessarily having to resort to the following formal process.

All differences arising over the application or interpretation of this Agreement will be addressed under the grievance and arbitration procedure as follows:

Step One (Oral): A conference between the aggrieved employee, the Shop Steward or both, and the Supervisor and Manager must take place within ten (10) calendar days of the occurrence giving rise to the grievance. The supervisor or manager shall respond in writing to the grievance within 10 calendar days of the grievance conference.

12.02 Formal Grievance Process.

Step Two: If the discussion at Step One fails to resolve the grievance, the grievant or Shop Steward shall meet within ten (10) calendar days from the date of the Step One meetings; submit a written grievance to the Human Resource Manager or his/her designee. The written grievance shall set forth the nature of the occurrence, the date, time and place of the occurrence, the applicable provisions of the Agreement and the desired solution. A conference between the business representative, grievant, shop steward and Human Resource Manager shall occur within 10 calendar days of submission of the written grievance in Step Two.

The Human Resources Manager shall provide the Company's Step Two response written response within 10 calendar days after meeting with the Union.

A grievance protesting a discharge shall be initiated at Step Two by giving notice in writing within ten (10) calendar days of the discharge.

Step Three: If the grievance is not resolved in step two, the Union shall notify the Company's Labor Relations Representative of their intent to move to Step Three within 10 calendar days of the Company's Step Two written response. A conference will be held between the Company's Labor Relations representative, and a representative of the Union. If the grievance is not resolved following this conference, the Labor Relations Representative shall provide the Union with the Company's Step Three written response within 10 calendar days of the conference. The Union must inform the Company of its intent to seek arbitration within 10 calendar days of receipt of the step three response. Failure to file a notice of intent to arbitrate shall constitute a waiver of the right to arbitrate, and the grievance shall be considered abandoned.

12.03 Arbitration. The Union will request that the Federal Mediation and Conciliation Service ("FMCS") sends the parties a list of seven (7) arbitrators. The cost of the panel will be shared equally by the parties. Upon receipt of the list of potential arbitrators from the FMCS, the parties shall meet within ten (10) calendar days for the purpose of selecting an arbitrator from the list provided by the FMCS. The parties shall alternate striking the names of the arbitrators until only one name remains. The remaining arbitrator shall arbitrate the grievance. The parties shall flip a coin to decide who will strike the first name. If the arbitration is properly invoked, the arbitration hearing shall be conducted by the parties at a neutral location mutually agreed to by the parties. A grievance shall be dismissed if the union fails to timely pursue the arbitration, not to exceed three (3) months from the notice to the FMCS.

12.04 New Arbitration Panel. Either party may request a new panel of arbitrators from the FMCS (limit one (1) per party) on any grievance before an arbitrator has been chosen by the parties. The party requesting the new panel will bear the cost of the additional panel.

12.05 Decision of the Arbitrator. At the conclusion of the arbitration hearing, and after the completion of such briefing schedule agreed to by the parties, the arbitrator shall render a written decision based upon the issue(s) submitted to the arbitrator by the parties. The arbitrator's decision shall be rendered within forty-five (45) days of the close of the arbitration hearing, or after the completion of the briefing schedule, whichever is applicable. The arbitrator's decision is final and binding.

- 12.06 Authority of the Arbitrator. The arbitrator shall not have the authority to supplement, enlarge, diminish, modify, amend, reduce, or rescind the provisions of this Agreement. The award of the arbitrator shall be confined to the issues in the written grievance and the arbitrator shall have no power to decide any other issues.
- 12.07 Expenses of Arbitration. The expenses and compensation incident to the selection and services of the arbitrator for grievances shall be shared equally by both parties. All other expenses shall be borne by the party incurring them, including the cost of witnesses.
- 12.08 Time Limits of the Grievance Procedure. In any particular grievance, the parties may mutually agree to waive any of the time limits set forth in this Article as long as such agreement is in writing. Time limits set forth herein may be extended only by mutual agreement. In the event the Company fails to respond within the time limits set forth, such shall be considered a denial of the grievance and it shall automatically move to the next step on the day the Company answers. In the event the Union fails to respond, in any step, within the time limits or any agreed upon extension as set forth herein, the grievance shall be considered withdrawn.

ARTICLE 13 **UNION BUSINESS**

- 13.01 The Company and the Union Stewards will meet periodically to discuss issues of mutual interest.
- 13.02 The Company shall excuse an employee, that is a member of the Union's Executive Board, from work once each month, to attend the Union's Executive Board meeting.
- 13.03 Union Leave of Absence. The Employer agrees to grant up to two (2) weeks off per year without discrimination to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business. It is agreed that no more than two (2) employees shall be away at any one time on such duties. Additional time off for Union business shall be considered based on manufacturing requirements. The Employer further agrees to grant a leave of absence without discrimination or loss of seniority to an employee who has been elected to a Union office, providing the employee returns to work within seven (7) workdays upon leaving Union office.

ARTICLE 14 **REST PERIODS**

- 14.01 Rest Periods. During Regular Work Hours. Those employees who work on a straight eight (8) hour shift will be given three (3) fifteen (15) minute paid rest periods, one approximately every two (2) hours without a lunch period. These fifteen-minute rest periods are the maximum length of time an employee will be allowed to be away from their work area, and therefore, include travel time to and from their work area. Employees working a (10) ten-hour shift will be entitled to (4) fifteen (15) minute paid rest periods.
- 14.02 Rest Periods During Extended Shifts. A paid fifteen (15) minute rest period will be granted twenty minutes (20) prior to the end of an employee's regular shift or the first fifteen (15) minutes of the employee's overtime shift, if the employee is required to work

two (2) or more hours of overtime at the end of the regular shift. For each two (2) hours thereafter, the Company will schedule breaks in accordance with 14.01. Employees called back to work from a break will be allowed to take their break at a later time during the day.

ARTICLE 15 **LEAVES OF ABSENCE**

- 15.01 **Federal and State Law.** The Company and Union agree to abide by State and Federal law relating to leaves of absence and the Companies policies, which it shall have the unilateral right to implement.

[15.02 Intentionally Left Blank]

- 15.03 **Bereavement Leave.** All regular full-time employees are eligible for paid bereavement leave. Employees must notify their supervisors prior to taking bereavement leave. The Company reserves the right to require verification of attendance and relationship.

An eligible employee may be granted a leave of absence with pay up to three (3) days following the death of an immediate family member for purpose of arranging and/or attending the funeral or memorial service.

An immediate family member is defined as the employee's current spouse or certified domestic partner, parent (including current stepparent), child (including current step-child), brother, sister, mother-in-law, father-in-law, grandparent and grandchild.

Regular full-time employees may be granted one (1) working day of paid absence to attend the funeral or memorial service of the employee's aunt, uncle, brother-in-law, sister-in-law or grandparent of an employee's spouse or certified domestic partner.

Employees are paid bereavement leave on a regular straight-time basis not to exceed the employee's regularly scheduled hours worked per day and scheduled shift (e.g. 8 hours for an 8-hour shift; 10 hours for a 10 hour shift for long goods packers).

- 15.04 **Jury Leave.** All regular full-time employees are eligible for paid jury duty leave. Individuals employed on a part-time or temporary basis or as independent contractors (including services supplied by outside staffing agencies) are not eligible for paid jury duty leave.

Jury leave is available when an employee must be away from work during regularly scheduled days to serve on a local, state or federal jury. The Company will make every effort to accommodate an off-shift employee's schedule, if necessary.

Employees must notify their supervisor within 48 hours of receiving notification of an obligation to serve on a jury. The employee is required to provide a copy of the jury summons to his/her supervisor.

An eligible employee who serves on jury duty will be paid the difference between his/her regular straight-time earnings and the amount of his/her jury pay (if applicable), up to a maximum of ten (10) work days per a rolling 12 month period.

At times the employee may be released from jury service during normal working hours; when this is the case, the employee shall notify the Company. The Company may choose to have the employee return to work or pay the employee for the remainder of the day. If the employee fails to notify the Company of his/her dismissal from jury duty, the employee will not be eligible for jury differential pay.

At the conclusion of an employee's jury service (either each day or at the end of the jury duty obligation), an employee must secure documentation from the court.

An eligible employee who is required to appear in court under subpoena and/or out of civic responsibility (such as an eyewitness) may be eligible to receive up to two (2) paid days per a rolling 12-month period.

Time for appearance in court for personal business will be the individual employee's responsibility and will not qualify for payment under this policy. Absences for personal court appearances may be subject to discipline under the attendance policy (where applicable).

- 15.05 Injury on the Job. Employees injured on the job and who are unable to work shall be paid for the balance of the day injury occurred. Employees requiring serious medical attention shall be accompanied by designated employee or Management personnel, if so requested, until they are relieved, or the employee returns to work.
- 15.06 Personal Leave of Absence. A leave of absence for personal reasons that are not otherwise covered by another leave of absence provision in this Agreement may be granted to an employee at the discretion of the Company upon written request by the employee to the Human Resources Manager. The Company reserves the right to reject or approve any personal leave. The Company will notify the employee and the Union in writing of its decision. Personal leave shall run concurrently with all other leaves of absence. Personal leave is unpaid.

If the Company grants to an employee a leave of absence under this Article, such leave of absence shall not exceed twelve (12) consecutive weeks. The failure of an employee to return from a leave of absence under this Article shall be considered as a voluntary quit with a corresponding loss of all seniority rights, notwithstanding any other provisions of this Agreement.

Employees on a personal leave of absence will continue to accrue seniority if they return to work at the conclusion of their leave of absence.

- 15.07 Family and Medical Leave. The Company provides Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA") for eligible employees pursuant to a work rule implemented by the Company. FMLA will be on a rolling calendar year.

Failure of an employee to return from a leave of absence under this Article shall be considered as a voluntary quit with a corresponding loss of all seniority rights, notwithstanding any other provisions of this Agreement.

Any alleged violation of the FMLA by the Company may be addressed under the Grievance and Arbitration procedure set forth in Article 12, provided that the FMCS provides a panel of arbitrators with expert knowledge of the FMLA as jointly requested by the parties.

- 15.08 Medical Leave of Absence. Employees may be entitled to a medical leave of absence for a non-occupational illness or injury. Such a leave of absence shall not exceed one (1) year, and shall run concurrently with any other available leaves of absence, including Family and Medical Leave. The failure of an employee to return from a medical leave of absence shall be considered as a voluntary quit with a corresponding loss of all seniority rights, notwithstanding any other provisions of this Agreement.

Employees on a medical leave of absence will continue to accrue seniority provided that they return to work at the conclusion of their leave of absence.

An employee requesting medical leave under this Article must be under the care of a licensed physician, and must present to Human Resources a signed statement by his/her physician regarding the condition for which he/she is requesting the leave which states the anticipated date of return.

A medical leave under this Article is unpaid.

Leave under this Article may be requested only in increments of five (5) working days at a minimum. The leave will begin retroactively to the first day of the qualifying absence.

An employee requesting medical leave may be required to submit to a medical examination at the Company's request and expense both upon the employee's request of the leave and upon the employee's release to return to work. The Company may require submission of continuing documentation as permitted by law.

- 15.09 Worker's Compensation Leave. An employee who suffers an occupational illness or injury that requires time off from work will be placed on a workers' compensation leave of absence. This leave shall run concurrently with all other leaves of absence provided by the Company.

In the event an employee is injured on the job, he/she shall contact his/her supervisor immediately and seek required medical treatment.

The Company may schedule medical examinations and/or require submission of continuing documentation as permitted by law. Employees are required to attend such medical examinations and cooperate with the physician and his/her staff. Prior to returning to work after being absent pursuant to an approved workers' compensation leave of absence, an employee must present written certification from his/her authorized physician that he/she is capable of performing the duties, requirements, and functions of his/her job.

ARTICLE 16
PHYSICAL IMPAIRMENT

- 16.01 Employees with established seniority of no less than three (3) years, who, because of physical or health impairments are unable to perform in their respective position, shall be permitted to displace employees with less seniority when the individual involved has the skill, physical ability, and qualifications to perform the work. Physical or health impairments must be substantiated by proper medical authority.
- 16.02 This provision shall not apply in cases where employees are just looking for an easier job. It is intended to give such an opportunity only to the employee who cannot perform on their present job because of physical or health impairments.

ARTICLE 17
EQUAL EMPLOYMENT OPPORTUNITY

- 17.01. Non-Discrimination. The Company and the Union agree there shall be no discrimination against any employee because of race, color, religion, sex, national origin, military or veteran status, age, a qualified individual with a disability, union status or any other legally protected trait. Harassment based on one of these protected traits against any employee, visitor, supplier or agent of the Company will not be tolerated.

The use of the male or female gender nouns or pronouns in this Agreement is not intended to describe any specific employee or groups of employees, but is intended to refer to all employees regardless of sex.

- 17.02. Interpretation. This Article shall be interpreted in accordance with applicable federal laws and the Company's Harassment [Prevention Policy].
- 17.03. Reasonable Accommodation and Light Duty. In the administration of this Contract, the Company shall provide reasonable accommodation to qualified individuals with a disability and to employees based upon religious tenets. The Company shall determine the need for and extent of such accommodation. The accommodation shall be in accordance with the requirements and interpretations of the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964 and consistent with the provisions of this Agreement.

In order to return employees to work after an industrial injury, non-industrial injury or illness as soon as possible, the Company may, at its discretion, require employees to perform available light or modified duty work when medically released, with restrictions. If there is a dispute as to an employee's medical condition, including his ability to perform certain duties under this section, the Company may require the employee to be evaluated by a physician selected by the Company. In the event there is a dispute between the employee's treating physician and the Company's physician, an independent medical exam shall be performed by a physician who will be selected by the employee's treating physician and the Company's physician.

- 17.04. Remedy by Arbitrator. An arbitrator hearing a grievance that alleges a violation of this Article is authorized to award a "make whole" remedy and has no authority to award compensatory or punitive damages.

- 17.05. Waiver of Contractual Rights. If an employee claiming a violation of this Article elects to proceed to an administrative agency or to court during the pendency of the grievance or at any time prior to the issuance of a written opinion and award of an arbitrator, the grievance will be considered to have been withdrawn with prejudice and the employee shall proceed at his/her own expense without Union representation.

ARTICLE 18
CLASSIFICATIONS AND HOURLY RATES OF PAY

Scale of Wages and Classifications:

- 18.01 The Classifications and annual salary ranges for employees covered by this agreement shall be set forth in Schedule A which shall form part of this Agreement. The rates set forth in Schedule A shall have minimum rates and all employees being paid over the minimum rates shall continue to be paid over the minimum rate and shall receive all negotiated rate increases.
- 18.02 The slotting into the range for any new jobs or machines created during the life of this Agreement shall be set by agreement between the Union and the Employer. In the event no agreement is reached within thirty (30) days of bringing the matter to the attention of either party, the matter may be referred to arbitration as provided for in ARTICLE 12, by either party.
- 18.03 Employees temporarily assigned to work in a lower classification, shall not suffer a wage reduction unless employee is bumping into another classification when their job is eliminated.
- 18.04 Part-time, temporary employees (work a maximum of thirty (30) calendar days), and seasonal employees will be paid the minimum rate of the salary range for the job to which they are assigned. These employees will receive no benefits except those legally required. They will not be used when regular employees are on lay-off. They will be used only when enough qualified regular employees are not available. Part-time employees will not accrue seniority during their term of employment, and should they be transferred to permanent full-time status, they will be placed on the bottom of the seniority list as of the date of their transfer.
- 18.05 With regard to overtime, first chance will be given to regular qualified employees, and then to permanent part-time employees who are qualified with the understanding that the junior qualified will work if not enough qualified employees are available, subject to restrictions elsewhere in the contract.

[ARTICLE 19 Intentionally Left Blank]

ARTICLE 20
NO STRIKE - NO LOCK-OUT

- 20.01 No Strikes. The Union and the employees agree that there shall be no strike, picketing, boycotting, production slowdown, work stoppage or other interference with the Company's business by the Union or the employees during the life of this Agreement,

20.02 No Lock-Out. The Company agrees that it shall not institute any lock out against the employees during the life of this Agreement.

ARTICLE 21
EMPLOYEE BENEFIT PROGRAMS

21.01 The Company shall offer an Employee Health and Welfare Plan, including employee premium sharing, to eligible employees, on the same basis as other participants.

21.02 All eligible employees who have completed thirty (30) days service with the Company shall be entitled to participate in the Company's benefit plans and shall be enrolled on the first of the month following the completion of the thirty (30) day service period.

21.03 The Company shall have the right to revise benefits, claim processes and procedures, benefit eligibility requirements, administrative provisions, premium contributions and other details of the Post Holdings Health and Welfare Plans and Programs at its discretion, as well as all other rights set forth and included in the Plan documents.

21.04 The benefits provided for under this Article will terminate upon the earlier of:

- 1) termination of this agreement;
- 2) termination of seniority as provided in Article 11;
- 3) the first day of the first month following an employee's layoff;
- 4) except as provided for in the Family Medical Leave Act of 1993, the first day of the first month following the commencement of a leave of absence; or
- 5) the first day of the month following cessation of work for any other reason.

ARTICLE 22
EMPLOYEE RETIREMENT

22.01 For the term of this Agreement, eligible employees covered by this agreement may participate in a 401(k) plan provided by the Company, under the terms and conditions set forth in the Plan document.

ARTICLE 23
PLANT CLOSURE

23.01 In the event the Company decides to close, relocate, or transfer any of its operations during the term of this Agreement, the Company will meet with the Union and negotiate the effects of the Company's decision.

ARTICLE 24
TERMINATION

24.01 This AGREEMENT to be in force and effect from November 1, 2020, and for a period through October 31, 2024, and shall continue in the full force and effect from year to year

thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

24.02 Copies of this Agreement shall be signed in duplicate--one to be kept by the employer and one to be kept by the Union.

SCHEDULE A

Employees shall be paid in the following rate ranges according to their classification. In no event will an employee's wage be reduced during the term of this agreement, unless as provided by Article 7, by bidding into a classification with a lower pay rate, by mutual agreement, or unless otherwise provided by this agreement.

Employees hired after 11/1/2014 will be hired into the classification at the starting rate, less seventy five cents (\$.75), and will be placed into the wage classification at the negotiated rate after one year of employment.

For anniversary year 2017 - 2018, employees bidding out of their classification into a higher paying classification will receive the higher classification rate OR the general increase on the 11/1/2018 schedule, whichever is higher.

For anniversary year 2018 - 2019, employees bidding out of their classification into a higher paying classification will receive the higher classification rate OR the general increase on the 11/1/2019 schedule, whichever is higher.

The company reserves the right to implement employee retention programs, incentive plans and market supplement programs in its sole and absolute discretion. The Company reserves the right to add to, delete, change or terminate these plans at any time for any reason, and such actions shall not be subject the grievance procedure.

Annual Rate Adjustments

	Effective 11/1/2020	Effective 11/1/2021	Effective 11/1/2022	Effective 11/1/2023
	\$0.50	\$0.50	\$0.50	\$0.50
Classification:				
Packaging Utility:	\$21.26	\$21.76	\$22.26	\$22.76
Machine Operator:	\$22.98	\$23.48	\$23.98	\$24.48
Sanitation:	\$22.25	\$22.75	\$23.25	\$23.75
Extruder/Dryer Operator:	\$23.48	\$23.98	\$24.48	\$24.98
Alvey Operator:	\$22.73	\$23.23	\$23.73	\$24.23
Product Storage Operator:	\$22.95	\$23.45	\$23.95	\$24.45
Lead Operator:	\$25.88	\$26.38	\$26.88	\$27.38
Painter:	\$22.69	\$23.19	\$23.69	\$24.19
Flour Operator:	\$24.17	\$24.67	\$25.17	\$25.67
Building Utility:	\$25.00	\$25.50	\$26.00	\$26.50
Multi-Machine Set Up	\$25.88	\$26.38	\$26.88	\$27.38
Mechanic:	\$28.30	\$28.80	\$29.30	\$29.80
Electrician:	\$30.66	\$31.16	\$31.66	\$32.16
Millwright:	\$31.10	\$31.60	\$32.10	\$32.60
Lead Mechanic:	\$32.04	\$32.54	\$33.04	\$33.54
Lead Electrician:	\$39.14	\$39.64	\$40.14	\$40.64

Signed this 29th of October, 2020

DAKOTA GROWERS PASTA COMPANY, INC. TWIN CITIES BAKERY,
CONFECTIONERY, TOBACCO WORKERS' AND GRAIN MILLERS
INTERNATIONAL UNION, LOCAL NO. 22, AFL-CIO

FOR THE COMPANY

Noah Edlund

Jennifer Kaligowski

[Signature]

Abby

FOR THE UNION

Wade Boye
BCTGM LOCAL 22

DAKOTA GROWERS PASTA LETTER OF UNDERSTANDING

The Parties agree upon ratification of the contract that upon turning in a vacation request form, the employee will receive a receipt of when the request was turned in sign off on by a supervisor. However, the Parties further agree that this Letter of Understanding and terms outlined herein will be null and void, have no force or effect and will be removed as soon as the Company implements Kronos, which is anticipated on 11/30/2020.

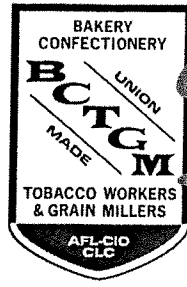
Walter Byer 10-29-20
Union ACTEM LOCAL 22

Janita Malinski
Company Dakota Growers Pasta

DAKOTA GROWERS PASTA LETTER OF UNDERSTANDING

1. The Company shall amend their "Refusal of Drafting Policy" to reflect any disciplinary letter for refusal to be drafted will expire after six (6) months.

4815-7833-4927, v. 1



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.



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

Thank You,

The Officers of BCTGM Local 22

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.**