

AGREEMENT BETWEEN

LUND FOOD HOLDINGS, INC.

And



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

May 8, 2023

Through

May 3, 2026

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LUND FOOD HOLDINGS, INC.
AGREEMENT
COVERING WORKING CONDITIONS AND SCALE OF WAGES
IN THE
HANDCRAFT AND SEMI-MACHINE BAKERIES
UNDER THE JURISDICTION OF
BAKERY, CONFECTIONERY, TOBACCO
WORKERS AND GRAIN MILLERS UNION
TWIN CITIES LOCAL 22, AFL-CIO

THIS AGREEMENT made and entered into this 8th day of May 2023, by Lund Food Holdings, Inc., hereinafter referred to as the "Employer" and BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS UNION, TWIN CITIES LOCAL 22, AFL-CIO, of the Twin Cities of Minneapolis-St. Paul, and its vicinity, by its duly authorized representatives thereof, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, the employees herein have elected to bargain collectively with the Employer, and 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 the 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 1
RECOGNITION - UNION SECURITY - CHECKOFF

- A. RECOGNITION: The Employer recognizes the Union as the exclusive bargaining agent of the employees in those classifications covered by the Agreement.

- B. UNION SECURITY: 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 31st day after the execution of this Agreement as a condition of employment, and all new employees shall become and remain members in good standing of the Union on the 31st day after date of hire as a condition of employment for the duration of the contract. The Employer will be allowed to have up to three (3)

employees, inclusive of management, outside the bargaining unit that will be allowed to do bargaining unit work only in circumstances that are unforeseen or considered an emergency, which includes but is not limited to mechanical issues, supply chain disruption or absent bargaining unit employees that would be impossible or impractical to recall or redirect other bargaining unit employees to fulfill the required business needs. The probationary period for manufacturing members is sixty (60) days. While the probationary period for retail members is thirty (30) days. The Employer, in its discretion, can discharge any employee without cause within the probationary period.

Additionally, the employer will have the right to allow non-BCTGM members to temporarily perform work covered under the collective bargaining agreement during times when the Employer is unable to fill vacant shifts with volunteers of BCTGM members at a particular retail or manufacturing location due to employment separation and shall be for a maximum of three (3) weeks following each employment separation event.

C. CHECKOFF: The Employer agrees to deduct from an employee's first paycheck once each month initiation fees and Union dues 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. All monies so deducted shall be remitted to the Local Union without unreasonable delay. The Company shall adhere to the provisions in each dues check-off authorization agreed to by the employee regarding automatic annual renewal of the authorization and the provisions agreed to by the employee regarding revocation of the authorization only during annual window periods, even if the employee has resigned membership in the Union.

ARTICLE 2 WORK WEEK – HOURS – OVERTIME

A. WORK WEEK: The work week shall be forty (40) hours. Five (5) days or fewer constitutes a week's work.

B. GUARANTEED HOURS:

In retail all regular full-time employees shall be guaranteed forty (40) hours' work or forty (40) hours' pay. Any regular full-time employee shall be guaranteed eight (8) hours' work, or eight (8) hours' pay on their regular workday. All employees other than full-time shall be guaranteed four (4) hours work, or four (4) hours' pay when reporting for work. Part-time employees will be scheduled at least sixteen (16) hours per week except the least senior part-time employee in the Shop can be scheduled for fewer than sixteen (16) hours. The minimum hours expressed for all employees other than full-time shall not apply if the employee makes a written request approved by the Employer to be regularly scheduled for fewer hours.

In manufacturing all regular full-time employees shall be guaranteed forty (40) hours' work or forty (40) hours' pay. Any regular full-time employee shall be guaranteed eight (8) hours' work or (8) hours pay for a five-day work week and scheduled off for two consecutive days. Regular full-time employees may be guaranteed ten (10) hours work or ten (10) hours pay for a four-day work week. Employees hired before October 28, 2020, will be scheduled for consecutive days off. Employees hired on or after October 28, 2020, will not be guaranteed to receive consecutive

days off. In the event an employee scheduled for the four (4) day ten (10) hour work week is called in or scheduled for a fifth (5th) day then the work week will be paid as if it were a five (5) day schedule.

Nothing in this article shall obligate the employer to provide make-up hours for any employee who is scheduled hours but fails to work them because they have absented themselves for any reason.

1. In the event of an emergency, Section A and Section B of ARTICLE 2, shall not apply. Emergency to be defined as an Act of God beyond the control of the Employer.
2. No senior part-time employee shall be regularly scheduled to work fewer hours per week than any junior part-time employee within the same job classification at the same location provided that the senior employee is qualified to perform the work available, and that the senior employee has no restrictions or limitations whatsoever on his/her availability to work.
3. In the event that there is a reduction of hours in manufacturing, for two (2) consecutive work weeks or fewer, the company may reduce the hours for part-time line helpers and full-time helpers by seniority. Part-time would go first and if needed then into full-time. In either case, employees will retain their current rate of pay.

C. OVERTIME & HOURS:

1. All time worked in excess of forty (40) hours in one (1) week shall be considered as overtime and shall be paid for at the rate of time and one-half the regular scale of wages.
2. For full-time employees, all time worked in excess of five (5) days per week, or work performed on the employee's designated day off shall be considered overtime and paid for at the rate of one and one-half times the regular scale of wages. However, overtime pay may be waived resulting in this time being paid at the straight time rate by mutual agreement between the employee and the employer, provided the employee has not worked in excess of 40 hours in the work week.
3. Employees scheduled to work more than five (5) days in a given work week will be on a volunteer basis first. If there are not enough volunteers to meet business needs, employees will be scheduled to work in order of reverse seniority by skilled position.
4. Full-time employees called in for the sixth or seventh day of work shall be guaranteed four (4) hours' work, or four (4) hours' pay.
5. Time worked on the sixth or seventh day will be rotated among all employees as evenly as possible, provided the employee is qualified to perform the duties of the job. Should the Employer find it necessary to change the employee's regularly scheduled workday, they shall give the employee one week's notice with reference to such change.

6. Overtime hours on a Sunday will be offered to Journeymen Bakers before it is assigned to Helpers, or other employees. If a Journeyman Baker chooses to reject the overtime hours, they must notify the Employer at least seventy-two (72) hours in advance of the overtime, or they are expected to work the overtime hours.
7. Should an emergency arise where it is necessary for the Employer to change the employee's designated day off without the above notice, it shall then be mutually agreed upon between the Employee and the Employer.
8. Retail senior employees shall have preference on the scheduling of days off by mutual agreement; provided an employee is available and qualified to perform all the duties of the job of the employee who is absent.
9. Employees will not be scheduled or asked to work more than twelve (12) hours unless mutually agreed. Time worked after twelve (12) hours will be paid at twice the hourly rate of pay.

In Manufacturing, work schedules shall be established by the Employer. Employees shall have the right to exercise seniority for days off provided another employee is available and qualified to perform all the duties of the job. The Employer has the authority to establish the work schedule and determine the hours to be worked, which may include the Employer asking employees to stay and finish production. Refusal to work as directed by your supervisor or management may subject you to discipline up to and including termination in accordance with Company policies.

D. DIVISION OF OVERTIME: Such overtime hours will be distributed as equally as possible on a quarterly basis among employees qualified to perform the overtime work within their job classification.

In Shops employing the classification of Cake Decorator, overtime hours will be shared by the employees in the Cake Decorating classification alone.

E. BREAKS: No one shall work a split shift. Employees may request an unpaid one-half hour lunch break. Employees will be granted a fifteen (15) minute break for each three (3) hours worked. The first two break periods may be combined at the employer's discretion.

F. REST PERIODS: Every employee shall have at least ten (10) hours' rest between shifts and any employee required to report for work without said ten (10) hours' rest will receive time and one-half for all hours of rest lost.

G. In Retail Shops schedules for all full-time and part-time employees will be posted in each store by Friday noon for the following two (2) work weeks.

H. In Manufacturing, for all full-time and part-time employees, schedules will be posted by Tuesday noon for the following week.

ARTICLE 3
SENIORITY

A. No worker shall be credited with having seniority rights until they have completed thirty (30) calendar days of steady employment, after which their name shall be placed on the seniority list and dated back to the beginning of the thirty (30) calendar days. Thirty (30) calendar days can be extended to sixty (60) calendar days upon Management written request to the Union, and notice to the employee.

1. Steady employment is interpreted to mean any member who works a full week of forty (40) hours or more, or who worked each day that the regular employees in that plant or department work.
2. All regular part-time employees shall acquire seniority based on their date of hire as a part-time employee.

B. Shops with eight (8) or more employees shall post one full-time and one part-time seniority list within thirty (30) calendar days following the signing of this Agreement.

C. Full-time employees may exercise Company-wide seniority (date of promotion to full-time classification) in the event of layoff at the particular location to which they are assigned to claim remaining jobs at other locations; provided that they have the qualifications to do the necessary work available. There will be separate seniority lists (retail and manufacturing) for employees hired after May 3rd, 2010. It is understood that employees working in the Cake Decorating classification shall have Companywide seniority.

D. On January 1 and July 1 of each calendar year the Employer will post an up-to-date seniority list with a copy furnished to the Union. The seniority list will be considered binding if objections are not raised within fifteen (15) calendar days of posting.

E. If an employee in a classification is unable with reasonable accommodation to perform the essential functions of the employee's regular job due to a disability, a reasonable effort will be made to place the employee in another job classification where the employee is able to perform the essential functions with reasonable accommodation, providing there is an opening in the other classification. The effort will be made in a lateral or lower classification. Such transfers may be permanent when in the judgment of the Employer based on competent medical evidence the employee will not again in a reasonable period of time be capable of performing the essential functions of the employee's regular job. All other transfers are temporary and will end when in the judgment of the Employer based on competent medical evidence the employee is again capable of performing the essential functions of the employee's regular job, and the employee will then return to the employee's regular former job, seniority permitting. With any such transfers, temporary or permanent, the employee will be paid at a wage rate commensurate with the job they are deemed able to perform. If a proposed reasonable accommodation would violate any term of the contract, the issue shall be subject to the grievance and arbitration procedure.

F. NOTICE OF LAYOFF: No employee shall be laid off or put on a part-time basis after working thirty (30) calendar days without being given one week's previous notice or pay for same. No employee shall quit their position after working thirty (30) calendar days without giving the Employer one week's notice.

G. NOTICE OF FURLOUGH: The company shall not have the right to place employees on furlough unless business has been negatively affected by an emergency as outlined in Article 2, Section B, Sub-Section 1.

H. LAYOFF/DISABILITY: Employees not working because of illness, injury or layoff will retain and accumulate their seniority rights for one year while on layoff. Seniority rights will be retained and accumulated for two (2) years if the illness or injury is compensable under Workers' Compensation.

I. ORDER OF LAYOFF/RECALL: In case of layoffs or furlough, employees junior in service in each Shop shall be laid off or placed on furlough first, and in case of reemployment, employees senior in service shall be re-employed first, subject to the provisions of Article 3, Section C.

J. JOB SECURITY: As a condition of the provisions of this Agreement providing for creation of a Helper classification, the Employer agrees as follows:

1. The Employer shall provide the union with the number of full-time Helper positions created as of May 25, 2000;
2. There may be no layoff or involuntary reduction in regular (non-overtime) hours for any full-time Journeyman Baker who is on the Employer's seniority list as of May 25, 2000, at any time when the Employer is utilizing a greater number of full-time Helper positions than it created as of May 25, 2000.

This provision shall not apply in the case of any layoff or involuntary reduction in hours for any such full-time Journeyman Baker which results from a documented decline in the Employer's bakery business from the level enjoyed by the Employer as of May 25, 2000.

K. SENIORITY/JOB PREFERENCE: The Employer agrees to post all full-time vacancies in existing Shops other than vacancies to work in a foreperson capacity. Posting will remain up for seven (7) calendar days. Job postings will include core job responsibilities, scheduled days and hours. The senior full-time employee in service who bids for the job if any shall be given preference if qualified. The Employer shall fill the vacancy within thirty (30) calendar days after the posting. If no qualified full-time employee bids, the Employer shall select the individual it deems most qualified for the vacancy.

In situations when a full-time pastry chef / decorator job becomes vacant at an existing store, the Employer will post the position and consider all employees who may apply. The Employer shall select the candidate it feels is most qualified for the role and will determine, based on the qualifications of the individual, which store assignment is most appropriate.

The successful bidder to a job vacancy shall be provided a training period. The length of the training period shall be determined by the Employer, but it shall be a fair training period and shall not exceed six (6) months. At any time during the training period, the individual may be returned to their prior position at their former rate of pay without any loss of seniority provided the individual has demonstrated an inability to learn all aspects of the job.

A vacancy for purposes of posting in this article is defined only as a full-time position which has been vacated by a resignation, death or other employee termination which the Employer decides to fill. If a full-time position is added in an existing Shop currently covered by this Agreement, such position will be posted. Copies of job postings made by the Employer pursuant to these provisions will be provided to the Union.

In the case of the opening of a new store or the establishment of a new bakery department, those full-time vacancies which are required to be posted by the terms of this Article will become subject to posting requirements beginning 90 days following the opening of the store or the establishment of the new department and there shall be no posting obligations for such vacancies prior to that time.

In Retail the Employer shall select the individual it deems most qualified for the vacancy. The Employer will take into consideration the personal circumstance of the affected employee.

ARTICLE 4 DISCHARGE

The Employer shall not discharge any employee with seniority rights without just cause. Dishonesty, drunkenness, gross inefficiency, physical violence, intentional damage to and/or destruction of company property, and use of illegal controlled substance(s) such that it impairs an employee to safely perform their job duties are examples of just cause discharge. The Union shall be notified of all employment separations within seven (7) calendar days.

Any objection to any discharge must be registered in writing with the Employer within seven (7) calendar days after reason for discharge is supplied.

ARTICLE 5 LEAVES OF ABSENCE

A. General Leave of Absence

1. An employee who has completed their probationary period may be granted a personal leave of absence for up to thirty (30) calendar days. Upon receipt of written application, the Employer may extend the leave for two (2) additional thirty (30) calendar day periods for up to a maximum of ninety (90) calendar days.
2. In order to apply for leaves of absence of any type, the employee must follow the administration process by notifying the Operations Manager or Facility EX / Admin at their location within the appropriate time period, not to be less than two (2) weeks

advance notice and following the Employer's process. For scheduling purposes, the employee should notify their supervisor of an impending leave.

3. The employee shall advise their supervisor of their intent to return to work a minimum of two (2) scheduled work weeks prior to anticipated return.
4. Failure to return from a personal leave of absence shall be considered as a voluntary quit with corresponding loss of all seniority rights.

B. Medical Leave of Absence

1. If it is determined by a licensed medical practitioner that an employee as a result of illness, injury, accident or pregnancy is physically unable to perform their normal duties, they will be granted a leave of absence for up to one (1) year.
2. The leave will commence when it is determined the employee is physically unable to perform their normal duties and shall end when the employee is determined physically able to perform their normal duties.
3. The employee must provide the employer a report of workability completed by their licensed medical care provider which clears the employee to return to full duty or clearly defines any and all physical restrictions the employee will have in order to perform the essential functions of their position.
4. The employee shall advise their supervisor of their intent to return to work a minimum of two (2) scheduled work weeks prior to anticipated return.
5. Failure to return from a medical leave of absence shall be considered a voluntary quit with corresponding loss of all seniority rights.
6. Employees to be eligible for medical leave of absence must have completed their probationary period.
7. Employees who are absent for illness or injury compensable under Workers' Compensation shall be granted a leave for a period of up to two (2) years.
8. Employees will be required to provide Employer with timely medical reports as required.
9. Employees shall not be required to use their paid time off (PTO) or personal paid holiday time during any leave period which is covered by the Family and Medical Leave Act.

C. School Conference and Activity Leave

1. In addition to being compliant with all other regulations of the Minnesota Parental Leave Act the Employer agrees to grant an employee unpaid leave of not more than 16 hours during a 12-month period to attend school conferences or school-related activities related to the employee's child providing that the employee provides reasonable notice, defined as a minimum of 48 hours in advance or as practicably possible, to the Employer.

ARTICLE 6
HOLIDAYS

A. Holidays under this Agreement shall be:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Labor Day
Martin Luther King Jr. Day*	

B. HOLIDAY WORK WEEK:

1. For the Thanksgiving, and Christmas holidays: regular full-time employees shall be guaranteed a full week's pay of forty (40) hours for thirty-two (32) hours of work. They shall be paid time and one-half for all hours worked over thirty-two (32) hours in these holiday weeks. In Retail if the Employer decides its locations will be open on these holidays it will staff its bakeries by first requesting volunteers, if there are no volunteers the Employer will assign the junior most qualified employees to work these shifts.
2. For the New Year's Day, Memorial Day, Fourth of July, and Labor Day holidays regular full-time employees shall be guaranteed a full week's pay of forty (40) hours for thirty-two (32) hours of work. They shall be paid time and one-half for all hours worked over forty (40) hours in these holiday weeks.
 - a. Work performed by any full-time employee on New Year's Day will be paid at time and one half their regular rate.
3. Employees working these holidays shall have the option to elect to postpone their holiday pay for the holiday worked in the holiday week in exchange for a floating holiday subject to the same terms and conditions of floating holidays. One (1) year carry over is allowed by written letter of mutual agreement.
4. *The Martin Luther King Jr. Holiday is exempt from those provisions listed above under Section B and is instead subject to those provisions under Section E below.

C. EMPLOYEE ABSENCES: In order to qualify for holiday pay the employee must work their scheduled day of work before the holiday and their scheduled day of work after the holiday. Regular employees shall receive holiday pay in the event of legitimate absences. Legitimate absences shall be defined in the following manner: PTO, proven illness occurring during the holiday week, or the return of an employee to work during the holiday week in the case where they have been out for illness and other absences which were given with the full consent of the Employer.

1. In the event regular employees are absent because of illness, injury or cases covered under Workers' Compensation, not more than thirty (30) calendar days prior to the holiday, they shall nonetheless receive the holiday pay as outlined in the preceding paragraphs.

D. PART-TIME EMPLOYEE HOLIDAYS: Part-time employees who have been regularly employed for ninety (90) calendar days and who are regularly scheduled for four (4) days during a week, will receive four (4) hours' holiday pay for holidays as defined in paragraph A of the Article if they are eligible under all other holiday pay provisions, and if the holiday, or the day celebrated as such, falls on one of their regularly scheduled days of work.

E. FLOATING HOLIDAY: Full-time employees upon completing one year of service shall be eligible for three (3) floating holidays.

Part-time employees upon completing one year of service shall be eligible for three (3) floating holidays.

*The Martin Luther King Jr. Holiday is subject to those provisions below and is included as one of the three (3) floating holidays.

The scheduling of these holidays will be by mutual agreement between the employee and the Employer.

Full-time employees, when eligible, shall receive eight (8) hours pay for each personal holiday taken.

Part-time employees, when eligible, shall receive four (4) hours pay for the personal holiday taken.

Floating holidays are to be taken from anniversary year to anniversary year and shall not be carried over from year to year unless agreed to in writing by the employer and the employee. Such agreement shall not be unreasonably withheld.

F. Employees on PTO when a holiday as defined in Paragraph A of this Article is celebrated, will receive an additional day's pay or an additional day of PTO.

G. The Employer will not schedule employees to work on Christmas Day at the "retail" locations.

ARTICLE 7
PAID TIME OFF (PTO)

A. PTO ELIGIBILITY: All employees who are with the Employer as regular employees shall be given:

FULL-TIME	YEARS OF SERVICE	ANNUAL GRANT	HOURLY RATE
	Between 0-7th anniversary	2 weeks (capped at 80 hours)	0.050 per hour worked
	Between 7th-14th anniversary	3 weeks (capped at 120 hours)	0.075 per hour worked
	Between 14th-19th anniversary	4 weeks (capped at 160 hours)	0.100 per hour worked
	19th Anniversary and beyond	5 weeks (capped at 200 hours)	0.125 per hour worked
PART-TIME	YEARS OF SERVICE	ANNUAL GRANT	HOURLY RATE
	Between 0-7th anniversary	2 weeks (capped at 80 hours)	0.3846 per hour worked
	Between 7th-14th anniversary	3 weeks (capped at 120 hours)	0.05769 per hour worked
	Between 14th-19th anniversary	4 weeks (capped at 160 hours)	0.07692 per hour worked
	19th Anniversary and beyond	5 weeks (capped at 200 hours)	0.09615 per hour worked

B. CALCULATING PTO GRANTS AND LIMITS: All hours paid shall be considered for purposes of calculating PTO grants. Hours paid are defined as: regular hours, paid time off hours, Sunday hours, holiday hours, bereavement, and jury duty hours paid. Employees with less than ninety (90) days of service will accrue PTO, but such time will not be granted or available for use until after their 90th day of service. Additionally, any employee that separates employment with the company prior to completing one (1) year of service shall forfeit any granted PTO that has not been used prior to their last day of employment.

Employees may accumulate unused PTO benefits, however, at no time can the total amount of accumulated PTO benefits exceed twice their annual entitlement. PTO earnings will be suspended if the accumulated unused PTO balance exceeds the maximum. PTO earnings will resume when the accumulated balance no longer exceeds the maximum.

C. PTO OVERTIME CALCULATION FOR FULL-TIME EMPLOYEES: PTO overtime shall be based on the average overtime hours paid in the fifty-two (52) weeks prior to an employee's anniversary year, multiplied by the time and one half of the employee's then current rate of pay.

D. PTO USAGE AND SUBMISSION: Employees must take PTO. PTO may be taken year-round. PTO may be taken in one (1) hour increments. PTO benefits cannot be used that have not been earned (i.e., your PTO account cannot have a negative balance). PTO requests must be electronically submitted in the Employer's human capital management system by the employee and approved by the employee's manager each time PTO hours are used. PTO benefits paid count toward the accumulation of hours worked for the purpose of computing weekly overtime. PTO submitted must coincide and cannot exceed an employee's normal schedule or the remaining balance of hours

the employee did not work in a given week but was scheduled to work. For example, an employee that is normally scheduled 40 hours a week shall submit PTO time of 40 hours for one full week and eight (8) hours for one full day when wanting to be off from work. Additionally, if an employee were to work four (4) hours of an eight (8) hour shift they were scheduled, they shall not submit PTO time in excess of four (4) hours, which is the remaining balance of hours the employee did not work but was scheduled to work for that given day. Employees electing to use PTO when absent and did not receive prior approval to be absent, commonly referred to as an unexcused absence, shall not receive more than 40 total hours of pay the week in which the unexcused absence occurred.

E. PAYROLL TAXES: The Company shall apply all appropriate state and federal tax deductions on PTO earnings.

F. PTO BIDDING: In Retail, PTO schedules shall be posted by January 1st with PTO selected on the basis of seniority by February 15th of each year. The approved PTO schedule shall be posted in each market by March 15th of each year for the following twelve (12) month period to March 15th. Employees who fail to select PTO by February 15th will be placed at the bottom of the seniority list for the purpose of PTO selection.

In Manufacturing, PTO schedules shall be posted by February 1st with PTO selected on the basis of seniority by March 1st of each year. The approved PTO schedule shall be posted in each market by March 15th of each year for the following twelve (12) month period to March 15. Employees who fail to select PTO by March 1st will be placed at the bottom of the seniority list for the purpose of PTO selection.

G. "DAY AT A TIME" USE OF PTO: Employees who are eligible to take two (2) or more weeks of PTO per year may utilize up to a maximum of ten (10) days of such PTO each year on "day-at-a-time" basis. Requests to use these days must be made prior to the posting of the work scheduled for the period when the PTO is to be used. Requests made after the March 31 end of PTO scheduling must be electronically submitted in the Employer's human capital management system by the employee and approved by the employee's manager each time PTO hours are used. These requests will be granted as mutually agreed to by the employee and the Employer, provided that the Employer's consent may not be withheld simply because the day requested is a weekend day or would result in an extended weekend. In the event that conflicting requests for time off are made during the PTO designation period each year, preference will be given to the employee proposing to take PTO in a block of one week or more over the conflicting request of any employee asking to use PTO in increments of less than one week. It is recognized that, because of operational and staffing needs, not every employee who requests to use PTO on "day-at-a-time" basis will be able to do so in each case.

H. SICK & SAFE TIME: Absent a worksite already being covered by a municipal ordinance, employees may use earned PTO for SST purposes and the amount of PTO that an

employee can use per year shall be capped in accordance with the Minneapolis SST ordinance (Ord. No. 2016-040 , § 1, 5-27-16). Also, in accordance with SST, employees with less than one (1) year of service will begin accruing PTO immediately but will not have any PTO granted for use until after completing ninety (90) days of service and employees who end employment with less than one (1) year of service will not have any unused PTO paid out. If an employee should exhaust all PTO due to SST usage, any future time off requests that are approved can be taken as unpaid.

I. PAID FAMILY MEDICAL LEAVE: The Employer shall retain the right to implement a private plan substitution should new state legislation be enacted offering paid family leave and commissioner approval is granted of said private plan. This private plan shall provide no less than the minimum benefits required under any said state law. The Employer shall have the ability to design its private plan however it sees fit provided it receives commissioner approval.

ARTICLE 8 UNION LABEL

A. The Union label with the Employer's name thereon will be furnished at cost to the Employer as long as they uphold his agreement with this Union and no other Union having a grievance with the firms. Such labels to be procured through the Union office of Local 22.

B. All unwrapped bakery products which the law requires to be labeled with the name of the manufacturer may be labeled with the Bakers' Union label.

C. In case the members of the Union are withdrawn from the employment of the undersigned Employer, the Union reserves the right to withdraw the Union label. The Employer must also cease to use any wrapper on which appears the imprint of the label of the Bakery, Confectionery, Tobacco Workers and Grain Millers Union, Twin Cities Local 22, AFL-CIO.

D. The Union reserves the right to agitate for and promote the use of the Union label.

ARTICLE 9 UNION BUSINESS

A. An authorized business agent or other designated representative of the Union shall be permitted to enter a facility covered by this Collective Bargaining Agreement during working hours to attend to the business of the Union, with the right to examine pay checks and time cards of its members providing that such representatives do not interfere with the Company's business or operation.

B. Any member of the Union acting in a representative capacity for the Union which necessitates their absence from employment shall retain and accumulate their seniority rights.

C. The Union shall have the right to have a bulletin board on the working premises of each Employer and post official notices of the Union thereon. The union agrees to provide the company with copies of any Union materials to be posted.

D. The Employer shall not discriminate against a Shop steward or any other member of the Union for any Union activity.

E. Employer will pay employees up to eight (8) hours of pay per year who attend Steward Training.

F. All hours served by members doing union business will be considered as hours worked for benefit purposes only (e.g., Health Insurance, Retirement, and PTO benefit calculations)

ARTICLE 10 MISCELLANEOUS

A. PAYROLL SCHEDULE: Employees shall be paid on a consistent basis as determined by the Employer. The Employer shall at minimum issue payment for earned wages on a bi-weekly basis.

B. BREAKAGE: No employee shall be charged for breakage, material damage or products damaged.

C. APRONS AND MANUFACTURING UNIFORMS: The Employer agrees to furnish, maintain and launder for each employee aprons required in their work. In manufacturing, employees can choose to wear a uniform or coat (smock). Uniforms and coats will be furnished, maintained, and laundered by the Employer.

D. PHYSICAL EXAMINATIONS: Employers who demand that employees take physical examinations must stand the expense of such examinations.

E. PAYROLL DEDUCTIONS: The Employer shall not be allowed to deduct anything from pay checks except deductions required by law unless authorized in writing by the employee.

F. SALE OF SHOP: In the event an establishment changes hands during the life of this Agreement, the new Management shall assume the responsibility and obligation of the previous Employer in reference to pay, seniority and PTO.

G. TIME KEEPING: In the event the Employer does not have a time clock, it shall have the time sheets so employees may keep a record of starting time, quitting time and lunch periods.

H. REASONABLE DAY'S WORK: The Employer agrees to carry on its operations without demanding or requiring more than a reasonable day's work from any member of the Union.

I. SANITARY CONDITIONS: Every Shop operating under this Agreement must be kept in a clean and sanitary condition and comply with the sanitary laws of the state and city and

suitable accommodations will be provided the employees for the keeping and changing of clothing.

ARTICLE 11
JURY DUTY

The Employer shall grant to full-time employees on the seniority list, who are required to serve on a petit jury, the difference between the employee's regular straight-time weekly earnings not to exceed forty (40) times the employee's straight-time hourly rate of pay, and any jury fee paid to the employee. The employee shall notify the Employer, upon receipt of jury service notice, as soon as possible. Time spent on jury duty shall be considered as time worked for all purposes of this Agreement. When an employee is released for a day, or part of a day, during any period of jury service, they are to report for work.

ARTICLE 12
BEREAVEMENT LEAVE

A. Each regular employee on the seniority list shall be entitled to up to a maximum of three (3) days of leave, as required, with pay, in the event of a death occurring in the immediate family. Immediate family is defined as including only employee's spouse, parents, stepparents, children, stepchildren, brother or sister, mother-in-law, father-in-law. In the event of the death of a spouse, domestic partner, or children (child, stepchild, adopted child, foster child, and legal guardian's child), the employee shall be entitled to a maximum of four (4) days bereavement leave. Two days of bereavement leave shall be granted for death of employee's grandparents and grandchildren. Domestic Partner is defined as a person who: 1) is in a committed and mutually exclusive relationship, jointly responsible for the other domestic partner's welfare and financial obligations; and 2) resides with the domestic partner in the same principle residence and intends to do so permanently; 3) is at least eighteen (18) years of age and unmarried; and 4) is not a blood relative of the other domestic partner; and 5) has been in a relationship for six (6) continuous months prior to the date on which the person seeks benefits under this Section provided the employee attends the funeral. One day of bereavement leave shall be granted for the death of employee's brother-in-law, sister-in-law.

B. Funeral leave pay will only be granted for time lost on scheduled workdays.

ARTICLE 13
INJURY ON THE JOB

Where an employee is injured on the job and such accident is compensable under Workers' Compensation, said employee shall be entitled to full pay not to exceed eight (8) hours at their regular straight-time hourly rate for a period not to exceed three (3) days. If Workers' Compensation provides compensation from the first day of the injury, then the aforementioned provision will not apply. It is understood that in order to be eligible for compensation, the employee shall report, upon receipt of the injury, to his Supervisor who will refer the employee to the Employer's physician, or a physician of the employee's choice. The physician's decision with respect to the length of time required off from the job shall be the controlling factor in determining loss of time compensation.

ARTICLE 14
HEALTH AND WELFARE

The Employer will contribute to the Twin Cities Bakery Workers Health and Welfare Fund (the "Fund") for Plan 15, the sum of \$202.40 per week for Eligible Employee of the Employer covered by this Agreement. The Employer agrees to making weekly contributions to the health and welfare fund provided that the Employer shall not be responsible for making a health and welfare contribution when an employee is approved for a non-benefit protected leave of absence and/or receives no paid time in a given week.

The employee shall contribute:

- Effective May 8, 2023: \$64.96 per week for each Eligible Employee of the Employer covered by this Agreement.
- Effective May 6, 2024: \$73.12 per week for each Eligible Employee of the Employer covered by this Agreement.
- Effective May 5, 2025: \$81.28 per week for each Eligible Employee of the Employer covered by this Agreement.

The Employer will make the contributions to the Twin Cities Bakery Workers Health and Welfare Fund (the "Fund") for each Eligible Employee as defined as follows:

Eligible Employee Definition

To be eligible for medical benefits, an employee may be eligible if that employee meets the Fund's terms and applicable federal requirements that govern eligibility. Benefits will be administered accordingly to that requirement.

For purposes of computing contribution on PTO hours, PTO pay will be deemed to be paid as the PTO hours are taken. For example, a PTO paycheck given to an employee on Friday for PTO to be taken the next week, shall be deemed to be paid in the following week.

In addition to the above contribution, the Employer will establish an HSA account administered by the Fund for each Eligible Employee. The Employer will make contributions to the HSA as follows:

- Family coverage at \$46.00 per week per Eligible Employee with family coverage.
- Single coverage at \$23.20 per week per Eligible Employee with employee only coverage.

Employer contributions as provided above 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.

Employer shall collect any required employee contributions and remit those to the Fund at the same time the employer's contributions are remitted.

Employer will make available to employees, the ability to make employee contributions for Health & Welfare on a pre-tax basis.

The employer shall not be obligated to make contributions in excess of those set forth above.

A plan which provides substantially comparable benefits may be substituted by the Employer for its employees in lieu of the Twin Cities Bakery Workers Health & Welfare Fund by the Employer. In such an event, the Employer shall notify the Union of its intent and of the nature and level of the benefits to be provided in the alternative plan. It is understood that employees shall have no greater liability to make contributions under the substitute plan than is called for under the terms of the Twin Cities Bakery Workers Health & Welfare Fund and this agreement in effect at the time of the substitution of plans. During the life of this contract should a solution for a viable healthcare plan be presented by either the union leadership and/or Lund Food Holdings, Inc. then both parties must mutually agree to open the contract to discuss the healthcare plan and overall economics.

The Trustees of the Fund shall determine the benefits to be provided for all employees. If the Employer is required by Federal or state law to make any payment for health care costs by tax or otherwise other than those specified in this Article, the Employer may reopen this Article of the agreement for modification. If the Employer on the date of the Reopening Notice to the Union also notifies the State and Federal Mediation Services in accordance with 29 U.S.C. 158(d), it shall have all the rights afforded by the NLRA.

The parties hereto agree to be bound by the Agreement and Declaration of Trust establishing the Fund, together with any amendments of said Trust Agreement and any rules and regulations adopted by the Trustees.

ARTICLE 15 PENSION

A. The Employer agrees during the life of this Agreement to continue contributions to an established joint Union-Management Pension Fund for the benefit of employees covered by this Agreement. The plan as heretofore established is entitled Minnesota Bakers Union Pension Fund, dated September 13, 1966, and with amendments thereto, shall continue in accordance with the Trust Agreement, Administrative Regulations and policies established pursuant thereto. Contributions will be made for all employees who work a minimum of three (3) days or twenty (20) hours per week, up to a maximum of forty (40) hours per week. The Employer will make the pension contribution for a part-time employee only if the employee works over 1,000 hours in a calendar year. The contribution will be made retroactively for the year in which such an employee works over 1,000 hours.

- Effective May 8, 2023, the contribution rate shall be \$1.82 per hour
- Effective May 6, 2024, the contribution rate shall be \$1.87 per hour
- Effective May 5, 2025, the contribution rate shall be \$1.92 per hour

It is further the intention of the parties hereto that non-work days which shall be considered as days worked for the purpose of computing the Employer's weekly contribution for each employee shall include all hours for which the employee is paid.

B. The administration of the Pension Plan and Fund and any documents pertinent thereto shall conform to all appropriate existing and future federal and state laws.

C. Employees shall have such rights in aforesaid Fund as may be provided in the Trust Agreement.

D. It is further agreed that payments due from Employers under this Collective Bargaining Agreement and the Pension contract shall be made to the Trustees for the calendar quarters ending March 31st, June 30th, September 30th, and December 31st, and shall be made not later than thirty (30) calendar days following the close of such quarters. In the event of default by an Employer in making such payments, the Trustees may give notice by certified mail of such default. If such default is not cured within forty-five (45) calendar days of the giving of such notice, the Trustees, on behalf of the beneficiaries of the Pension Fund, may take any legal action as they, in their sole discretion, deem appropriate in order to collect such delinquent payments. In such action, the Employer shall be liable in an amount equal to treble the amount of payments in default, together with interest and all collection costs, including reasonable attorney's fees.

This provision shall be in addition to such rights as the Union may have under the law for breach of the Collective Bargaining Agreement, including, but not limited to the picketing and refusing to work. Such contributions and payments for the purpose of enforcement of collection of the same against the Employer, if delinquent, shall be regarded as unpaid wages and entitled to the same penalties and priorities as unpaid wages.

The Employer hereby agrees to allow the Trustees reasonable access to their wage and employment records for the purpose of determining the amount due from the Employer.

E. The Employer agrees that not later than sixty (60) days following the date of ratification of this Agreement, it will make available to employees who have completed the probationary period the option to contribute to an employer-sponsored 401 (k) retirement savings plan, subject to the conditions and requirements of that plan. It is understood that the Employer itself shall have no obligation to make contributions to this plan on behalf of any employee or to match any contributions to such plan which may be made by any employee. The sole purpose of this provision is to provide employees with an advantageous opportunity to set aside personal funds for retirement savings.

F. PENSION-ONLY REOPENER - MINNESOTA BAKERS UNION PENSION PLAN

Lund Food Holdings, Inc. shall we have the ability to withdraw from the Minnesota Bakers Union Pension should either of the following events occur:

1. The Fund actuary reports the Funded Percentage for Monitoring Plan's Status is 90.0% or lower.

2. Any one or more of the following employers withdraw from the pension plan
 - Pan O Gold
 - Jerry’s Enterprises, Inc.
 - United Natural Foods, Inc.

Should the Employer withdraw from the Pension Fund during the term of this Agreement (or any extension thereof), pursuant to this provision, on and after the effective date of the Employer’s withdrawal from the Pension Fund:

1. For employees who are on the Employer’s payroll at the time of ratification of this Agreement and fully vested in the Pension Fund at the time of a withdrawal, the Employer shall make contributions to their 401(k) in an amount equal to \$2.30 per hour paid; together with hours of holiday and PTO pay, up to forty (40) hours per week. This \$2.30 contribution amount will be solely limited to those employees who meet the above eligibility requirements.
2. For all other employees, the Employer shall make contributions to their 401(k) in an amount equal to \$1.92 per hour worked; together with hours of holiday and PTO pay, up to forty (40) hours per week.
3. No contribution shall be due to a 401(k) for any part-time employee until the employee has worked over 1,000 hours in a calendar year. The contribution will be made retroactively for the year in which such an employee works over 1,000 hours.
4. The 401(k) will be administered in the existing company sponsored benefit plan.
5. The Employer further agrees to provide eligible employees with a 401(k) match of 60% on their first 5% of earnings deferred by the employee.

Eligible employees in the Pension Fund who have not vested at the time of the Employer’s withdrawal will each have single lump sum contribution made into the replacement retirement vehicle by the Employer as follows based on years of service with the Employer. The Employer will make these contributions to their 401(k) no later than thirty-one (31) calendar days after the date on which the plan administrator of the Pension Fund provides the Employer with the list of Pension Fund eligible employees who meet the criteria to receive this lump sum contribution. Employees with less than one year of service in the Pension Fund are not eligible to receive this lump sum payment. Years of service to be measured based on the withdrawals’ effective date.

	1 year but less than 2 years of service	2 years but less than 3 years of service	3 years but less than 4 years of service	4 years but less than 5 years of service
Part-Time	\$600.00	\$1,200.00	\$1,800.00	\$2,400.00
Full-Time	\$1,200.00	\$2,400.00	\$3,600.00	\$4,800.00

Employees with more than 25 years of service in the Pension Fund will have a single lump sum contribution of \$2,000 made into their 401(k) by the Employer. The Employer will make these contributions to the 401(k) no later than thirty-one (31) calendar days after the date on which the plan administrator for the Pension Fund provides the Employer with the list of Pension Fund eligible employees who meet the criteria to receive this lump sum contribution.

ARTICLE 16
GRIEVANCE AND ARBITRATION PROCEDURE

A. 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 - By conference between the aggrieved employee, the Shop Steward or both and the Supervisor, within five (5) working days of the occurrence of the grievance.

STEP II - By conference between the Business Representative of the Union, and Management within ten (10) working days of the occurrence of the grievance.

STEP III - If STEP I and II 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.

STEP IV - 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, and the order of striking shall be determined by chance. 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, and 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 17
NON-DISCRIMINATION

The Employer and the Union agree that no employee will be discriminated against because of race, color, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, status with regard to public assistance, veterans' status, membership or activity in a local commission, or union activity.

ARTICLE 18
WAIVERS & SEASONAL COLLEGE HELP

In the event that a full time employee is absent or unavailable to work on an unplanned basis (e.g. a result of injury; illness; FMLA leave, etc.) for a period of longer than one (1) week, a replacement employee may be assigned for a period not to exceed twelve (12) weeks per occurrence to a maximum of 960 hours per year. The replacement employee will sign a waiver guaranteeing them the beginning full time rate applicable to the classification utilized and a minimum of forty (40) hours per week for the duration of the replacement period. A copy of this waiver shall be forwarded to the Union at the time it is signed. During the replacement period, the employee will not accrue any benefits other than rate. In order to utilize the waiver no full-time employee on the Employer's seniority list may be on lay-off or Company initiated reduced hours. The Employer may utilize up to a maximum of three employees in retail and three employees in manufacturing on waivers at any one time. It is understood that these are union positions.

The Employer may employ up to ten (10) college students eight (8) hours per day in Manufacturing to a maximum of 90 days per calendar year based upon business needs. It is understood that these are Union positions, and the students will be required to join the union or pay fees. They will be paid the applicable scale.

ARTICLE 19
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 employees 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 20
TECHNOLOGICAL CHANGE

The parties recognize that automated equipment and technology is now available for the retail food industry bakeries and may change the way work is done at the Employer's bakery(ies) including eliminating the need to employ as many employees as possible in some job classifications. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective, the parties agree as follows:

In the event the Employer makes a major technological change such as introducing new equipment and/or methods of performing work which would have a direct material impact affecting bargaining unit work, twenty (20) days' advance notice of such change will be given to the Union.

In addition, the Employer agrees:

A. Any retraining necessary for employees who will be retained after such major technological change will be furnished by the Employer at no expense to the employees.

B. In the event a full-time employee's job is eliminated as a direct result of such major technological change and the employee is not offered other employment, the employee will be eligible for severance pay in accordance with the following provisions:

1. All full-time employees with three (3) or more years of full-time continuous service will be eligible for (1) week's severance pay for each year of full-time continuous service. Maximum severance pay of eight (8) weeks' pay to be paid on a weekly basis.

Weekly severance pay shall be determined by the average number of hours worked for the 52 weeks preceding displacement, not to exceed 40 hours' straight-time pay. Any employee accepting severance pay shall be considered as separated from the Employer and shall have no further rights to employment.

2. An employee shall be disqualified for severance pay in the event the employee:
 - (a) Refuses retraining.
 - (b) Refuses a transfer to other employment within the geographical area covered by this Agreement. The geographic area includes the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington.
 - (c) Voluntarily terminates employment.

ARTICLE 21
SUBSTANCE ABUSE

During the term of this agreement the Employer will develop a policy for post-accident drug testing. They will review this with the Union before putting the plan into effect. Any such plan shall comply with the Minnesota Drug Testing Statute.

ARTICLE 22
JOB CLASSIFICATIONS WAGES & PREMIUMS

A. JOB CLASSIFICATIONS

1. RETAIL:

Manager:

Managers can perform all functions within the department including the duties of Assistant Manager, Journeyman Baker, Decorator, Master Pastry Chef and Pastry Chef. Managers give work direction, schedule the department, and perform other managerial duties as needed. Employees serving in the managerial role may be selected by the employer without posting or bidding and without regard to seniority. The employer may likewise remove persons from the bakery manager position as its discretion and will determine which locations require the use of the bakery manager.

Assistant Manager:

Assistant managers can perform all functions within the department including the duties of Journeyman Baker, Decorator, Master Pastry Chef and Pastry Chef. Assistant Managers give work direction, schedule the department and may perform other managerial duties as needed. Employees serving in the Assistant Manager may be selected by the employer without posting or bidding and without regard to seniority. It is understood that there is no requirement that each location necessarily have an employee serving as Assistant Manager. The employer may likewise remove persons from the bakery manager position as its discretion and will determine which locations require the use of the bakery manager.

Journeyman Baker:

Journeyman Bakers may perform all work within the Employer's bakery operations to include the mixing of products totally "from scratch;" the mixing of products requiring the combination of a base, with flour and water; and the hand forming and/or proofing of products.

Helper:

Helpers may likewise perform a full range of bakery activities but shall be excluded from performing the tasks specified in the above Journeyman Baker position. Helpers shall specifically be permitted to do base icing of undecorated product of all types, finishing, wrapping and packing of product of all types, as well as baking of product of all types and other tasks historically performed by apprentices, fryers, finishers, wrappers and packers.

Decorator:

Decorators are responsible for the safe, efficient hand decorating of cakes and related products. Additional responsibilities include following and maintaining standard operating procedures, food safety guidelines, and product specifications as well as training junior personnel.

Pastry Chef:

The pastry chef produces pastries, tortes, and other dessert products including the efficient hand decorating of cakes. The pastry chef will also have successfully completed the company's apprenticeship program. Additional responsibilities include following and maintaining standard

operating procedures, food safety guidelines, and product specifications as well as training junior personnel.

Master Pastry Chef:

The Master Pastry Chef performs the duties of a pastry chef and has been certified through the company's Master Chef Program. Additional responsibilities include following and maintaining standard operating procedures, food safety guidelines, and product specifications as well as training junior personnel

Sanitation:

This position is responsible for completing comprehensive and general cleaning duties to ensure facility equipment is cleaned and sanitized. Additional responsibilities include following and maintaining all sanitation standard operating procedures and food safety guidelines, verifying and documenting sanitation requirements and other duties as assigned.

2. MANUFACTURING:

Bakery Lead:

Employees serving in the Bakery Lead classification are responsible for following and maintaining standard operating procedures, food safety guidelines, and product specifications as well as training junior personnel. In addition, they will be required to guide and direct bargaining unit employees as directed by Company management but are not able to give discipline. They will also be responsible for reviewing production paperwork for completeness and corrections. It is understood that this is not a bid position. Candidates are selected at management's discretion and be removed from such position at managements discretion.

Sanitation Lead:

Employees serving in the Sanitation Lead classification are responsible for safe and efficient use of sanitation procedures as well as training junior personnel. In addition, they will be required to guide and direct bargaining unit employees within this department as directed by Company management but are not able to give discipline. They will also be responsible for reviewing production paperwork for completeness and corrections. It is understood that this is not a bid position. Candidates are selected at management's discretion and be removed from such position at managements discretion.

Mixer/Oven (Journeyman) Operator:

Mixer/Oven Operators are responsible for the safe, efficient operation of mixing, frying, proofing and baking process systems as well as producing hand-created product. Additional responsibilities include following and maintaining standard operating procedures, food safety guidelines, and product specifications as well as training junior personnel.

Machine Operator:

Machine Operators are responsible for the safe, efficient operation of machine process systems. Such systems include packaging process, dough / batter depositing processes, cookie depositing processes, etc. Additional responsibilities include following and maintaining standard operating procedures, food safety guidelines, and product specifications as well as training junior personnel.

Relief:

This position is responsible for learning all Operator functions to serve as break and or rotation duties. While working in an Operator position, they are responsible for the safe, efficient operation of process systems. Additional responsibilities include following and maintaining standard operating procedures, food safety guidelines, and product specifications as well as training junior personnel.

Line Helpers:

Line Helpers serve in plant utility positions. Examples of positions include pan stacking, packaging, assembly, order filling, panning of product, etc. Additional responsibilities include following and maintaining standard operating procedures, food safety guidelines, and product specifications as well as training junior personnel.

Decorators:

Decorators are responsible for the safe, efficient hand decorating of Cakes and related products. Additional responsibilities include following and maintaining standard operating procedures, food safety guidelines, and product specifications as well as training junior personnel.

Sanitation:

This position is responsible for completing comprehensive and general cleaning duties to ensure facility equipment is cleaned and sanitized. Additional responsibilities include following and maintaining all sanitation standard operating procedures and food safety guidelines, verifying and documenting sanitation requirements and other duties as assigned.

Pastry Chef:

The pastry chef produces pastries, tortes, and other dessert products including the efficient hand decorating of cakes. The pastry chef will also have successfully completed the company's apprenticeship program. Additional responsibilities include following and maintaining standard operating procedures, food safety guidelines, and product specifications as well as training junior personnel.

Master Pastry Chef:

The Master Pastry Chef performs the duties of a pastry chef and has been certified through the company's Master Pastry Chef Program. Additional responsibilities include following and maintaining standard operating procedures, food safety guidelines, and product specifications as well as training junior personnel.

B. WAGE SCALE

RETAIL		5/8/2023	5/6/2024	5/5/2025
Manager		\$30.52	\$31.52	\$33.52
Assistant Manager		\$28.30	\$29.30	\$30.30
Master Pastry Chef		\$27.30	\$28.30	\$29.30
Pastry Chef		\$26.80	\$27.80	\$28.80
Decorator (Full Time)		5/8/2023	5/6/2024	5/5/2025
Grade 8		\$26.30	\$27.30	\$28.30
Grade 7	Hired or Promoted into Classification Post Ratification			\$27.00
Grade 6	Hired or Promoted into Classification Post Ratification		\$26.00	\$26.00
Grade 5	Hired or Promoted into Classification Post Ratification	\$25.00	\$25.00	\$25.00
Grade 4	Hired or Promoted into Classification Post Ratification	\$24.00	\$24.00	\$24.00
Grade 3	Hired or Promoted into Classification Post Ratification	\$23.00	\$23.00	\$23.00
Grade 2	Hired or Promoted into Classification Post Ratification	\$22.00	\$22.00	\$22.00
Grade 1	Hired or Promoted into Classification Post Ratification	\$21.00	\$21.00	\$21.00
Decorator (Part Time)		5/8/2023	5/6/2024	5/5/2025
Grade 6		\$24.35	\$24.85	\$25.35
Grade 5	Hired or Promoted into Classification Post Ratification			\$24.00
Grade 4	Hired or Promoted into Classification Post Ratification		\$23.00	\$23.00
Grade 3	Hired or Promoted into Classification Post Ratification	\$22.00	\$22.00	\$22.00
Grade 2	Hired or Promoted into Classification Post Ratification	\$21.00	\$21.00	\$21.00
Grade 1		\$20.00	\$20.00	\$20.00
Full Time Helper		5/8/2023	5/6/2024	5/5/2025
Grade 8		\$22.91	\$23.91	\$24.91
Grade 7	Hired or Promoted into Classification Post Ratification			\$23.50
Grade 6	Hired or Promoted into Classification Post Ratification		\$22.50	\$22.50
Grade 5	Hired or Promoted into Classification Post Ratification	\$21.50	\$21.50	\$21.50
Grade 4	Hired or Promoted into Classification Post Ratification	\$20.50	\$20.50	\$20.50
Grade 3	Hired or Promoted into Classification Post Ratification	\$19.50	\$19.50	\$19.50
Grade 2	Hired or Promoted into Classification Post Ratification	\$18.50	\$18.50	\$18.50
Grade 1		\$17.50	\$17.50	\$17.50

Part Time Helper		5/8/2023	5/6/2024	5/5/2025
Grade 6		\$15.80	\$16.30	\$16.80
Grade 5	Hired or Promoted into Classification Post Ratification			\$16.15
Grade 4	Hired or Promoted into Classification Post Ratification		\$15.65	\$15.65
Grade 3	Hired or Promoted into Classification Post Ratification	\$15.15	\$15.15	\$15.15
Grade 2	Hired or Promoted into Classification Post Ratification	\$14.65	\$14.65	\$14.65
Grade 1	Hired or Promoted into Classification Post Ratification	\$14.15	\$14.15	\$14.15
MANUFACTURING				
Manager		5/8/2023	5/6/2024	5/5/2025
Manager		\$30.52	\$31.52	\$33.52
Bakery/Sanitation Lead		\$28.30	\$29.30	\$30.30
Master Pastry Chef		\$27.30	\$28.30	\$29.30
Pastry Chef		\$26.80	\$27.80	\$28.80
Decorator (Full Time)				
Grade 8		5/8/2023	5/6/2024	5/5/2025
Grade 8		\$26.30	\$27.30	\$28.30
Grade 7	Hired or Promoted into Classification Post Ratification			\$27.00
Grade 6	Hired or Promoted into Classification Post Ratification		\$26.00	\$26.00
Grade 5	Hired or Promoted into Classification Post Ratification	\$25.00	\$25.00	\$25.00
Grade 4	Hired or Promoted into Classification Post Ratification	\$24.00	\$24.00	\$24.00
Grade 3	Hired or Promoted into Classification Post Ratification	\$23.00	\$23.00	\$23.00
Grade 2	Hired or Promoted into Classification Post Ratification	\$22.00	\$22.00	\$22.00
Grade 1	Hired or Promoted into Classification Post Ratification	\$21.00	\$21.00	\$21.00
Decorator (Part Time)				
Grade 6		5/8/2023	5/6/2024	5/5/2025
Grade 6		\$24.35	\$24.85	\$25.35
Grade 5	Hired or Promoted into Classification Post Ratification			\$24.00
Grade 4	Hired or Promoted into Classification Post Ratification		\$23.00	\$23.00
Grade 3	Hired or Promoted into Classification Post Ratification	\$22.00	\$22.00	\$22.00
Grade 2	Hired or Promoted into Classification Post Ratification	\$21.00	\$21.00	\$21.00
Grade 1	Hired or Promoted into Classification Post Ratification	\$20.00	\$20.00	\$20.00

Mixer/Over Operator		5/8/2023	5/6/2024	5/5/2025
Grade 10		\$26.80	\$27.80	\$28.80
Grade 9	Hired or Promoted into Classification Post Ratification		\$27.00	\$27.00
Grade 8	Hired or Promoted into Classification Post Ratification	\$26.00	\$26.00	\$26.00
Grade 7	Hired or Promoted into Classification Post Ratification	\$25.00	\$25.00	\$25.00
Grade 6	Hired or Promoted into Classification Post Ratification	\$24.00	\$24.00	\$24.00
Grade 5	Hired or Promoted into Classification Post Ratification	\$23.00	\$23.00	\$23.00
Grade 4	Hired or Promoted into Classification Post Ratification	\$22.00	\$22.00	\$22.00
Grade 3	Hired or Promoted into Classification Post Ratification	\$21.00	\$21.00	\$21.00
Grade 2	Hired or Promoted into Classification Post Ratification	\$20.00	\$20.00	\$20.00
Grade 1		\$19.00	\$19.00	\$19.00
Machine Operator		5/8/2023	5/6/2024	5/5/2025
Grade 9		\$24.95	\$25.95	\$26.95
Grade 8	Hired or Promoted into Classification Post Ratification			\$25.50
Grade 7	Hired or Promoted into Classification Post Ratification		\$24.50	\$24.50
Grade 6	Hired or Promoted into Classification Post Ratification	\$23.50	\$23.50	\$23.50
Grade 5	Hired or Promoted into Classification Post Ratification	\$22.50	\$22.50	\$22.50
Grade 4	Hired or Promoted into Classification Post Ratification	\$21.50	\$21.50	\$21.50
Grade 3	Hired or Promoted into Classification Post Ratification	\$20.50	\$20.50	\$20.50
Grade 2	Hired or Promoted into Classification Post Ratification	\$19.50	\$19.50	\$19.50
Grade 1		\$18.50	\$18.50	\$18.50
Relief		5/8/2023	5/6/2024	5/5/2025
Grade 8		\$23.95	\$24.95	\$25.95
Grade 7	Hired or Promoted into Classification Post Ratification			\$24.50
Grade 6	Hired or Promoted into Classification Post Ratification		\$23.50	\$23.50
Grade 5	Hired or Promoted into Classification Post Ratification	\$22.50	\$22.50	\$22.50
Grade 4	Hired or Promoted into Classification Post Ratification	\$21.50	\$21.50	\$21.50
Grade 3	Hired or Promoted into Classification Post Ratification	\$20.50	\$20.50	\$20.50
Grade 2	Hired or Promoted into Classification Post Ratification	\$19.50	\$19.50	\$19.50
Grade 1		\$18.50	\$18.50	\$18.50

Full Time and Part Time Line Helper/Sanitation		5/8/2023	5/6/2024	5/5/2025
Grade 7		\$22.86	\$23.86	\$24.86
Grade 6	Hired or Promoted into Classification Post Ratification			\$23.00
Grade 5	Hired or Promoted into Classification Post Ratification		\$22.00	\$22.00
Grade 4	Hired or Promoted into Classification Post Ratification	\$21.00	\$21.00	\$21.00
Grade 3	Hired or Promoted into Classification Post Ratification	\$20.00	\$20.00	\$20.00
Grade 2	Hired or Promoted into Classification Post Ratification	\$19.00	\$19.00	\$19.00
Grade 1	Hired or Promoted into Classification Post Ratification	\$18.00	\$18.00	\$18.00

C. PREMIUMS

1. Employees who are asked to work in a higher paid classification and who work the majority of a scheduled shift in that higher paid classification will be paid the higher rate of pay for that shift. Assistant Bakery Managers are excluded from this position.
 - a. Manufacturing employees only: Employer will pay an employee working in a higher classification an additional \$1.00 per hour above their current rate if they are in the position for more than one (1) hour.
2. Employees, (full-time and part-time), hired after March 18, 2004 at a pay rate above the starting rate for their classification, shall be given credit for hours equal to the beginning level of hours for that step in the contractual wage progression.
3. SUNDAY PREMIUM: All work performed by full-time employees on Sundays shall be paid for at the rate of time and one-half, except as expressly provided below. Part-time employees shall receive no Sunday premium. Full-time clean-up employees hired after September 28, 1991, and all employees newly hired into bargaining unit job classifications or promoted into full-time positions on or after May 25, 2000, shall receive no Sunday premium.
4. Members who receive above the minimum scale shall retain this pay, and in addition, receive the same increase as the rest of the employees per classification.
5. Those formerly known as Forepersons shall be paid at the Assistant Manager rate until such time as they voluntarily bid to another rate.
6. EASTER PREMIUM: Should the Employer decide to open its retail locations on Easter Sunday the following will apply to retail employees.
 - a. All fulltime employees shall receive a \$4.00 per hour premium for all hours of work performed on that day. It is understood that employees eligible for the time and one-half Sunday premium will not be entitled to this premium.

- b. All part-time employees shall receive a \$2.00 per hour premium for all hours of work performed on this day.
- 7. SHIFT PREMIUM: Employees working in Sanitation required to work between the hours of 10:00pm and 6:00am shall receive a shift differential of \$1.00 per hour for all hours worked.

D. JOB POSTINGS: All Manufacturing job postings will also be posted in retail locations.

ARTICLE 23
SAFETY COMMITTEE

In manufacturing, BCTGM Local 22 representative(s) are invited to participate in monthly safety meetings. In retail, each location will post Safety Committee Meeting notes.

ARTICLE 24
TERM OF AGREEMENT

THIS AGREEMENT to be in force and effect from May 8, 2023 through May 3, 2026 and thereafter until a new Agreement (the terms of which shall become retroactive from the above expiration date) has been consummated and signed, or this Agreement, after the above expiration date, has been cancelled or terminated by the Employer or by the Union, upon notice, with the sanction of the Bakery, Confectionery, Tobacco Workers And Grain Millers Union, Twin Cities Local 22, AFL-CIO. Article 18 may be reopened for negotiations during the term in accordance with the provisions of that Article.

Copies of this Agreement shall be signed in triplicate; one to be kept by the Union, Local No. 22, and one to be kept by the International Union.

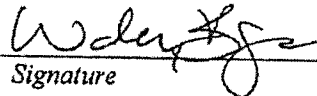
LUND FOOD HOLDINGS, INC.

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

By: Casey Enevoldsen
Its: Vice President, Employee Experience

By: WALLY BORGIAN
Its: PRESIDENT

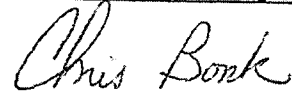

Signature


Signature

06/22/2023
Date

6-21-23
Date

By: Chris Bonk
Its: Director, Manufacturing


Signature

06/29/2023
Date

LETTER OF UNDERSTANDING
UNION JURISDICTION RETAIL BAKERY DEPARTMENTS

The bargaining parties recognize that because of new store acquisitions and the changing of retail banners, union jurisdiction in the retail bakery departments of the Employer have become complicated, therefore the parties agree to implement the following understanding and practices in the company's retail bakery departments

A. STORE FORMATS: it is recognized that the Company models its retail locations on Large Store and Small Store formats.

1. Small store formats do not have separate bakery departments within the integral service staff per se. Examples are locations at 25 University Ave. S.E. in Minneapolis, or 115 10th St. E. in St. Paul. BCTGM have no claim to jurisdiction in small store formats
2. Large store formats have separate bakery departments with integral service staff. In the large store format locations BCTGM represents bakery staff working in the following classifications: Bakery Manager, Assistance Bakery Manager, Pastry Chef, Cake Decorator, Journeyman Baker, Bakery Helper (Full Time, Part Time) and Sanitation (Full Time, Part Time)

B. UFCW JURISDICTIONS: BCTGM Local 22 recognizes that both UFCW Local 663 and UFCW Local 1189 represent some workers in the bakery departments at some of the company's retail locations within the greater Twin Cities metropolitan area.

1. Large store formats on Minneapolis side (UFCW 663); BCTGM represents Bakery Manager, Assistant Bakery Manager, Pastry Chef, and Cake Decorator. UFCW 663 represented packers, wrappers, etc. all personnel who do not perform work related to production of product. The parties agree to establish a quota system to resolve Union jurisdiction on a go forward basis. On the Minneapolis side, the Employer may have up to nine (9) Bakery Managers and nine (9) Assistance Bakery Manager that are represented by UFCW 663 regardless of historical jurisdiction at the Employer's retail locations, BCTGM will represent all other positions in those locations which they have traditionally represented.
2. Large store formats on St. Paul side (UFCW 1189); BCTGM represents all employees in the bakery department except at Woodbury location which was a former Rainbow store whereby those specified employees in the bakery that were represented by UFCW 1189 at the time of acquisition will continue to be represented as such.



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.

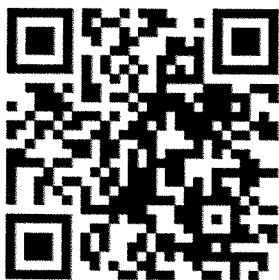
Please beware that management is not obligated to inform employees of their Weingarten rights—employees must ask for them. Unlike Miranda rights—where law enforcement officers are required to tell a suspect of their right to an attorney, etc.—employees must ask for their Weingarten rights.

If you feel like you are being discriminated against or targeted at work because of the color of your skin or ethnic origin, we urge you to give Human Resources a chance to help stop this treatment.

If they do not, you should file a charge with the Equal Employment Opportunities Commission (EEOC)

Their website has a link right on the front page that will change the format of their website to several different languages, and your rights are protected by federal law. It is unlawful for any company to retaliate against any employee for filing a charge with the EEOC.

To file a charge, scan the code below with your smart phone to take you to their website, and select the preferred language in the upper right corner of their homepage to get started:



Or visit their website at www.eeoc.gov

The EEOC will investigate your claim and pursue legal action, if necessary, as their agency's purpose is to ensure that companies maintain a discrimination and harassment free environment for all workers.

LOCAL 22 MEMBERS:

PLEASE CALL 612-379-2921 WHEN LEAVING EMPLOYMENT FOR ANY REASON, INCLUDING ANY LEAVE OF ABSENCE, TO PROTECT YOUR RIGHTS AS A UNION MEMBER!

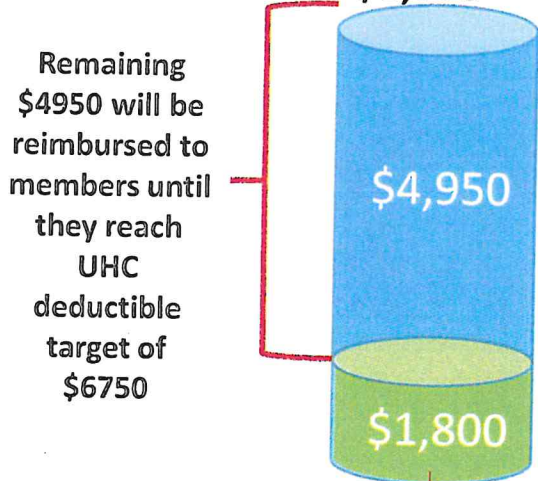
PLEASE NOTE: DUES WILL BE COLLECTED IF YOU WORK ONE OR MORE DAYS IN A GIVEN CALENDAR MONTH.

NEW LOCAL 22 MEMBERS:

NEW EMPLOYEES MUST TURN IN A COMPLETED MEMBERSHIP APPLICATION NO LATER THAN 30 DAYS AFTER EMPLOYMENT. PLEASE ASK YOUR SHOP STEWARD ABOUT MEMBERSHIP REQUIREMENTS.

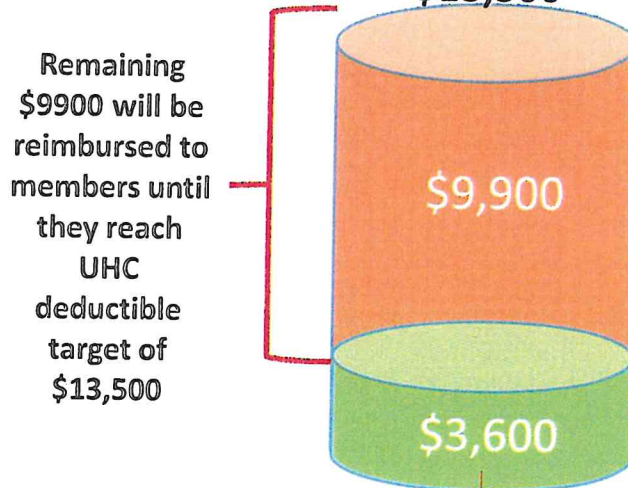
HOW THE HEALTH & WELFARE DEDUCTIBLES ARE FUNDED

Single Coverage United Health Care Deductible of \$6,750



Members pay \$1800 before Re-imburement eligibility. After using your ~\$1200 per year in HSA contributions, max out of pocket cost to the member is ~\$600

Family Coverage United Health Care Deductible of \$13,500



Members pay \$3600 before Re-imburement eligibility. After using your ~\$2400 per year in HSA contributions, max out of pocket cost to the member is ~\$1200

Once you reach \$1800 paid in deductibles for single coverage, or \$3600 paid in deductibles for family coverage, any new amounts billed to you above those amounts must be submitted to Formula Benefits with a Medical Reimbursement Form and a copy of the Explanation of Benefits (EOB) in order for Formula to process the request. Approved amounts will then be reimbursed back to you until you reach the deductible limits listed above for single and family plans.

Reimbursement forms can be downloaded from www.formulabenefits.com under the documents and forms tab at the upper right of the homepage, then click on TCBW Medical Reimbursement Plan (MRP Form)

****Reimbursement & deductible amounts subject to change****

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

Thank You,

The Officers of BCTGM Local 22