

**WORKING AGREEMENT BETWEEN**  
**PAN-O-GOLD BAKING COMPANY**  
**AND**  
**THE BAKERY, CONFECTIONERY, TOBACCO**  
**WORKERS, AND**  
**GRAIN MILLERS UNION LOCAL 22 AFL-CIO**  
**MINNEAPOLIS, MN**



**MARCH 1, 2023– FEBRUARY 29, 2028**

**I N D E X**

**PAN-O-GOLD BAKING CO.  
AND  
BCTGM LOCAL 22  
ST. CLOUD PLANT WORKING AGREEMENT**

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## WORKING AGREEMENT

THIS AGREEMENT made and entered effective this 1<sup>st</sup> day of March, 2023, by and between PAN-O-GOLD BAKING CO., at its St. Cloud, Minnesota plant, hereinafter referred to as the Employer, and the TWIN CITY BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS UNION, LOCAL 22, of the City of Minneapolis, Minnesota affiliated with the BAKERY CONFECTIONERY AND TOBACCO WORKERS' INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the Union.

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 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 PURPOSE

(a) The purpose of this Agreement is to insure the production of the Employers product in a congenial atmosphere and at the same time safeguard the welfare of the employee and the Employer.

### ARTICLE 2 RECOGNITION

(a) The Company hereby recognizes the Union as the sole and exclusive bargaining representative of all classifications of employees listed in Appendix A employed by the Company in St. Cloud, Minnesota, with respect to wages hours and all other working conditions.

(b) New employees shall be considered on probation for the first sixty (60) days of their employment and shall not be considered as regular employees until they have served their probationary period. However, the Employer may elect to hire new employees through a temporary employment service. If it does so and offers regular employment to such an employee, the probationary period will be waived provided that the employee worked as a temporary employee in the bakery for at least (60) days. No temporary employee (other than temporary summer help pursuant to Article 10(d)) will work for more than sixty (60) days without being hired on as a regular employee or released. The Employer may lay off or discharge probationary employees without responsibility for hire under any circumstances.

(c) A shuttle driver position will be added to the contract when an individual doing that work averages more than twenty (20) hours per week during a floating six (6) month period. At that time the parties will meet and negotiate the details of the new shuttle driver position.

**ARTICLE 3**  
**UNION SECURITY**

(a) As a condition of employment, all employees of the Company covered by the terms of this Agreement shall become and remain members of the Union or alternatively pay a portion of dues uniformly applied to all members that relates to the Union's representational function, on or before the thirty-first (31st) day following the beginning of such employment, or the effective date of this Agreement, whichever is later. The Employer agrees to deduct once each month, all union dues and initiation fees owed to the Local Union for each employee provided that the Union or individual employees file individual authorization cards with the Company expressly granting the right to the Company to deduct said amounts. The Employer shall notify the Union monthly of the names and starting dates of any new employees. The parties agree to implement and adhere to the specific provisions in each dues check-off authorization regarding duration, renewal, timing, procedure for revocation, window periods and amount of dues deducted agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union.

**ARTICLE 4**  
**STRIKES AND LOCKOUTS**

(a) The parties agree that there shall be no strikes or work stoppages or any lockouts during the life of this Agreement. In this respect, it is agreed that all grievances or disagreements shall be settled pursuant to the grievance and arbitration procedure provided herein.

(b) In the event of any work stoppage at the termination of this Agreement and before a new agreement is reached, the employees will work out all perishable stock in process at the time the work stoppage is scheduled to begin, and the Union will permit the orderly delivery of those finished products to their customary destination provided the distribution does not require in excess of twenty-four (24) hours after the work stoppage is begun. Thereafter, those necessary watchmen and firemen whose uninterrupted service is necessary to maintain insurance requirements shall continue to work during such period of work stoppage.

**ARTICLE 5**  
**JOINT MEETINGS**

(a) There shall be a monthly meeting of representatives of management and a shop committee to discuss safety and plant problems including possible improved methods of operation. These meetings shall not be utilized in lieu of the grievance procedure. The parties may mutually agree to a schedule of meetings different than monthly.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

(a) In the event of complaints or grievances over the interpretation of, or adherence to, any provision of this Agreement, the employee involved, along with a Job Steward, if the employee so desires, shall first take the matter up with his or her immediate supervisor or foreman. If a settlement is not reached, the grievance or disagreement shall be put in writing;

and the employee, with a grievance committee representing the Union of not more than three (3) in number shall discuss the matter with the Human Resource Manager or designee and attempt to reach an agreement. Any complaint or grievance not filed with the Human Resource Manager or designee as hereinabove provided, within seven (7) calendar days after its alleged occurrence, shall be deemed to have been waived and shall not be entitled to consideration.

(b) In the event that Section (a) does not resolve the dispute, both parties agree that they will seek the assistance of a federal mediator to settle the grievance before referring the matter to arbitration, unless either party objects.

(c) In the event a deadlock is reached with respect to a grievance or disagreement, the Union and the company shall, within seven (7) calendar days after such deadlock is reached, select an arbitrator by requesting the Federal Mediation and Conciliation Service to submit a list of eleven (11) neutral arbitrators from the Metropolitan Geographic Designation. Each party to this contract shall then have the right to strike five (5) of the eleven (11). The remaining name shall then be the impartial arbitrator. The impartial arbitrator shall reach a decision as soon as possible after the case is submitted; and its decision, when rendered shall be final and binding upon both parties. Each party to this Agreement shall be responsible for its own expenses in connection with any and all grievances or arbitrations, except that the cost of the impartial arbitrator shall be borne equally by both Company and Union.

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

#### ARTICLE 7 PHYSICAL EXAMINATIONS

(a) The Employer may require a physical examination to be taken by any employee provided the expense of said examination shall be paid by the Employer. It is understood that the necessity of maintaining high standards of health for the protection of the public constitutes the basis for this Agreement.

#### ARTICLE 8 UNION BUSINESS

(a) An employee who is granted leave due to being elected or appointed to a full time position with the Union, and returns to employment with the company to an open position for which the employee is qualified, shall retain his/her seniority rights.

(b) The Union shall have the right to have a bulletin board on the working premises for the purpose of posting official notices of the Union pertaining to the business of the Union, contractual issues and labor law. Any such notices shall not contain matters of a controversial nature.

**ARTICLE 9**  
**HOURS OF WORK AND OVERTIME RATE**

(a) All time worked in excess of nine (9) hours per day or in excess of forty (40) hours in any one week, whichever is greater, shall be considered overtime and paid for at the rate of one and one-half (1-1/2) times the regular scale of wages, as elsewhere provided herein. All time worked on the sixth (6th) consecutive day shall be paid for at the rate of time and one-half times the regular scale of wages and for days beyond six (6) consecutive days, will be paid at the rate of time and one-half times the regular scale of wages if the employee is scheduled by the Employer, not for shifts voluntarily picked up or switched by the employee. Any regular full time employee reporting for work at the start of a regular 8-hour shift shall be guaranteed (7) hours employment or seven (7) hours pay in lieu thereof. Any regular full time employee reporting for work at the start of a regular 12-hour shift shall be guaranteed (10) hours employment or ten (10) hours pay in lieu thereof. All part-time employees on the seniority list shall be guaranteed four (4) hours employment of four (4) hours pay in lieu thereof. On a regularly scheduled 6-hour day regular full-time employees shall be guaranteed (6) hours employment or (6) hours pay.

Night premium pay will be included in any overtime paid after forty (40) hours per week.

(b) All work performed in excess of twelve (12) hours daily shall be paid for at the rate of double time.

On the employee's day off, he/she must be allowed a rest period of at least twenty-four (24) hours between shifts. Employees who are required to report to work before the end of that 24 hour period will be paid at time and one-half for those hours worked prior to the expiration of the 24 hour period.

(c) During the term of this contract, all regular full-time employees on the payroll of the Company shall be guaranteed forty (40) hours of work per week or forty (40) hours of pay computed at the straight time hourly rate of said employee in lieu thereof. However, in order to qualify for the guaranteed work week, an employee must perform any work to which he or she is assigned. For the purpose of this agreement, a regular full-time employee shall be interpreted to be an employee whose regular scheduled work week normally requires him or her to be present for forty (40) hours or more in a week. The term "regular full-time employee" shall not be interpreted to require that an employee be regularly scheduled to work six (6) days during the work week provided the employee is normally scheduled to complete the required hours set forth in this paragraph.

(d) The Company will regularly post its production schedule, including starting time. This schedule can be changed for valid production reasons. The Company will notify the affected employee of a schedule change. Questions as to the changing of the schedule can be referred to a shop committee for further discussions and explanation. Time off requests will generally be approved or denied within 72 hours of the request being received, unless extended by mutual consent.

**ARTICLE 10**  
**WAGES**

(a) A schedule covering job classifications and wages has been attached hereto as APPENDIX A, and is hereby incorporated into this Agreement in all respects. Individual employees who are paid in excess of the contract wage rates set forth in this Agreement shall receive the same wage increase as is provided for their classification in each year of the contract. On no less than ninety (90) days' notice to the Union and to employees, the Employer may change its payroll processing to every other week.

(b) Any employee temporarily assigned, promoted or transferred to a higher rated job and works thirteen and one quarter (13-1/4) hours per week on a higher rated job, he or she shall receive the higher rate, or if an employee works more than four (4) hours in any one day on a higher rated job, he or she shall receive the higher rate of pay for the entire day. Such assignment as herein provided shall not be considered a promotion, and such employee, while on temporary basis, may be transferred to his or her prior job and prior rate at any time unless promoted to such higher rated job on a permanent basis.

(c) An employee who has worked for thirty (30) days or more on a particular job shall be considered to be experienced and will receive the higher rate of pay.

(d) Except as otherwise specifically provided, temporary workers hired for the summer, between April 15 and September 30 and part-time workers shall not be entitled to any of the benefits of the Agreement except the wage rate, holidays, vacations and other specific provisions set forth in this contract.

(e) When an employee moves into a new position as a result of a bid awarded under Article 16, that employee will be paid at the rate of the old job, if less than the rate of the new position, for the first thirty (30) work days of the new position, or until the employee can perform the job on his/her own, whichever occurs first. If the rate of the new position is less, then the new rate will be paid immediately. In the case of employees moving into the maintenance department, the training period will be sixty (60) days during which time the new maintenance employee will be paid at 80% of the regular rate.

**ARTICLE 11**  
**VACATIONS**

(a) Employees with one year of continuous service shall receive a vacation of one week at the regular hourly rate of pay based upon a forty (40) hour week. One year of continuous service shall be interpreted to mean that the employee has worked at least eighteen hundred (1,800) hours during the calendar year, preceding his or her anniversary date of employment.

(b) Employees with three (3) years of continuous service shall receive a vacation of two (2) weeks to be computed upon the regularly hourly rate of pay for forty (40) hours per week. Continuous service shall be interpreted to mean that the employee shall have been on the



payroll of the Employer for three (3) consecutive years and shall, in addition, have worked at least eighteen hundred (1,800) hours in the twelve (12) month period immediately preceding his or her anniversary date of employment.

(c) Employees with eight (8) years of continuous service shall receive a vacation of three (3) weeks to be computed upon the regular hourly rate of pay for forty (40) hours per week. Continuous service shall be interpreted to mean that the employee shall have been on the payroll of the Employer for eight (8) consecutive years and shall, in addition, have worked at least eighteen hundred (1,800) hours in the twelve (12) month period immediately preceding his or her anniversary date of employment.

(d) Employees with fifteen (15) years of continuous service shall receive a vacation of four (4) weeks to be computed upon the regularly hourly rate of pay for forty (40) hours per week. Continuous service shall be interpreted to mean that the employee shall have been on the payroll of the Employer for fifteen (15) consecutive years and shall, in addition, have worked at least eighteen hundred (1,800) hours in the twelve (12) month period immediately preceding his or her anniversary date of employment.

(e) Employees with twenty-five (25) years of continuous service shall receive a vacation of five (5) weeks to be computed upon the regularly hourly rate of pay for forty (40) hours per week. Continuous service shall be interpreted to mean that the employee shall have been on the payroll of the Employer for twenty-five (25) consecutive years and shall, in addition, have worked at least eighteen hundred (1,800) hours in the twelve (12) month period immediately preceding his or her anniversary date of employment.

(f) A week of vacation will be one fifty-second (1/52) of the previous calendar year's W-2 earnings. A day of vacation will be one-fifth (1/5) of the week's vacation.

In those cases in which a new employee has a seniority date after January 1 of the previous year, the week of vacation pay will be the regular hourly rate of pay for forty (40) hours per week as under the previous contract. Once the employee has worked during a full calendar year, the one fifty-second (1/52) of the previous calendar year's W-2 earnings will apply.

(g) A part-time employee who works a minimum of one thousand (1,000) hours in the calendar year immediately preceding his or her anniversary date of employment, shall receive pro rata vacation on the same basis as the regular full-time employee who works a minimum of 1,000 hours but does not work the necessary 1,800 hours. The pro rata provisions are summarized in the following paragraph.

A regular full-time employee who works a minimum of one thousand (1,000) hours in a calendar year immediately preceding his or her anniversary date of employment but does not work the necessary eighteen hundred (1,800) hours, shall receive a pro rata vacation on the basis of four (4) hours vacation pay for each one hundred eighty (180) hours worked, except that regular full-time employees with three (3) years of continuous service shall receive a vacation of eight (8) hours vacation pay for each one hundred eighty (180) hours of work, with a maximum of two (2) weeks vacation; and employees with eight (8) years of continuous service shall receive a pro rata vacation on the basis of twelve (12) hours vacation pay for each one hundred

eighty (180) hours worked to a maximum of three (3) weeks; and an employee with fifteen (15) years of continuous service shall receive a vacation on the basis of sixteen (16) hours pay for each one hundred eighty (180) hours worked with a maximum of four (4) weeks vacation; and an employee with twenty-five (25) years continuous service shall receive vacation on the basis of 20 hours pay for each one hundred eighty (180) hours worked with a maximum of five (5) weeks of vacation. All vacation pay shall be based upon the regular hourly rate of pay.

(h) Any employee who has once qualified for a vacation pursuant to the preceding paragraphs and whose employment is terminated for any reason whatsoever prior to their scheduled vacation shall be paid his or her unpaid vacation pay.

(i) Preference as to time of vacations shall be given on the basis of seniority. Scheduling of vacations, however, shall be arranged so that the functioning of the department shall not be impaired. The Employer shall make its best effort to grant vacations between May 1 and November 1, or at any other time mutually agreed upon between the employee and the Employer. It is agreed between the parties that supervision will be consistent in handling requests for additional days off and will not unreasonably deny employees' requests for days off during the year. The Company may only block buildup weeks for Memorial Day and July 4<sup>th</sup>. By November 15 of each year, the Company will post a list showing the following:

- Employee number;
- Vacation days balance and earned through November 15<sup>th</sup> and projected accrual as of the next accrual date;
- Floating and wellness days balance.

The vacation schedule shall be posted on or before December 1st prior to the vacation year and the employees may, in accordance with seniority, indicate their preference as to weeks of vacation with a maximum of two (2) weeks between June 1st and August 31st. Weeks do not have to be consecutive. The week sign up will be completed by February 1<sup>st</sup>. After everyone has had a chance to sign up for weeks of vacation, employees may in accordance with seniority indicate their preference as to days of vacation on that schedule. Once an employee has submitted a vacation bid the employee is not permitted to modify it without the Supervisor's written permission. The vacation scheduling must then be completed by March 1st of each year. All vacation bids under this section, weeks and days, must be submitted within forty-eight (48) hours from the time the employee is offered the opportunity to bid, provided that the vacation schedule is updated as the vacation bidding process continues in order to provide employees with information as to what weeks and/or days remain available. Failure to designate preference shall waive any possible rights in accord with seniority. A copy of the vacation schedule will be given to the Union upon request.

(j) In case of emergency, by mutual agreement between the employee and the Employer, the employee may work his or her vacation and receive his or her vacation pay in addition to wages for the hours worked.

(k) Each employee with eight (8) years of employment who is eligible for three (3) weeks of vacation will receive, in addition to the three (3) weeks of vacation, one extra day vacation pay each year when the employee takes his or her first day or week of vacation that

year. Each employee with fifteen (15) years of employment who is eligible for four weeks of vacation will receive two (2) extra days vacation pay each year payable the first day or week of vacation that year. An employee with 30 years of employment who is eligible for five (5) weeks of vacation will receive, in addition to the five (5) weeks of vacation, three (3) extra days vacation pay each year payable the first day or week of vacation that year. These extra days of vacation pay will be paid out before the end of the applicable anniversary year.

(l) Employees will not be permitted to carry over more than three (3) weeks of vacation from one vacation year to the next ("vacation carry over"). Employees will be granted one year from their next vacation accrual date that occurs after [ratification date] in order to use vacation carry over before any excess over three weeks is paid out. Thereafter, any employee who has three weeks of vacation carry over will be required to take all vacation in their vacation year.

## ARTICLE 12 HOLIDAYS

(a) Holidays under this Agreement shall be: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. The employer agrees to give forty (40) hours pay for thirty-two hours worked during the week in which each of the above holidays occur. All time worked in excess of thirty-two (32) hours during the holiday week shall be paid for at the rate of one and one-half (1-1/2) times the regular rate of pay. If one of the foregoing holidays falls within a vacation period of an employee, said employee shall be granted an additional day off with pay or given eight (8) hours pay in lieu thereof.

The Company will pay time and one-half for all hours worked on Christmas Day (12:01 to 12:00 midnight Christmas Day).

(b) To qualify for holiday pay, the employee must be scheduled for work during the week in which a holiday occurs except when the employee is on vacation as elsewhere provided herein. In addition, said employee must work on his or her last regularly scheduled work day preceding the holiday and on his or her first regularly scheduled work day following the holiday. If an employee is on layoff, he or she will qualify for holiday pay if he or she works at any time during the week in which the holiday occurs, or the employee will qualify for the holiday pay if the employee works in the week before and the week after the holiday.

(c) Part-time employees working their scheduled days in a holiday week shall receive holiday pay based upon the average number of hours worked daily by said employee in the preceding four (4) week period to a maximum of eight (8) hours holiday pay per holiday.

(d) Each employee will be entitled to a floating holiday each anniversary year. The day off will be by mutual agreement between the employee and the supervisor. New employees will be eligible for the floating holiday after they have completed one year of employment.

(e) The Company will generally notify the employees of the expected work hours for the holiday two (2) weeks prior. When requested by the employees, the schedule of holiday work hours can be referred to a shop committee for discussion and clarification.

(f) At the end of each contract year, each employee will be entitled to a “wellness holiday” which will be either a day’s pay as a bonus or an additional paid floating holiday (scheduled in the next contract year) if the employee has completed the contract year with an excellent attendance record. The bonus day’s pay or the additional floating holiday will be the employee’s choice.

Excellent attendance record is defined as a contract year in which the employee has perfect attendance, except that an employee can:

- (1) be absent two full shifts during the year; and
- (2) be late up to fifteen minutes three times during the year; and

Late is defined as appearing at the work station three (3) minutes or more after the start of the scheduled work time. Any individual who is fifteen (15) minutes or more late will be considered absent for this “wellness” hours provision;

and provided further that:

- (3) pre-approved absences will not be counted; and
- (4) paid time off such as funeral leave will not be counted; and
- (5) if the plant does not operate because 50% or more of the bargaining unit employees are not able to report for work because of snow storm, other inclement weather or other acts of God.

### ARTICLE 13 REST PERIODS AND LUNCH PERIODS

(a) A ten (10) minute rest period on the Employers time will be provided, between one and one-half (1½) hours and three and one-half (3½) hours after an individual’s shift starts and an additional ten (10) minute rest period shall be provided for all employees who work in excess of six (6) hours in a work day. A third ten (10) minute rest period shall be allowed in the event an employee is required to work in excess of nine and one-half (9½) hours in a work day. A fourth ten (10) minute rest period shall be allowed in the event an employee is required to work in excess of eleven and one-half (11½) hours in a work day.

(b) A lunch period of thirty (30) minutes on the employee’s time shall be allowed in all cases where an employee is required to work in excess of six (6) hours per day. The normal lunch period shall be taken between the three and one-half and sixth hours of work or the fifth and seventh and one-half hours of work when scheduled for a 12-hour shift. No employee shall be required to take a lunch period unless scheduled for at least six (6) hours that day.

(c) The Company will establish and post a break schedule with a copy to be given to the steward. The Company will be allowed flexibility based upon unexpected or emergency circumstances which will be fully explained to the employees. If the Company finds it necessary to revise the break schedule, it will be fully explained to the Union and to the union shop committee before implementation.

**ARTICLE 14**  
**NIGHT COMPENSATION**

(a) Employees working between 6:00 p.m. and 6:00 a.m. shall receive a night compensation of twenty cents (20¢) per hour for each hour worked during that period of time. Effective the first full pay period following ratification of the 2023-2028 contract, the night compensation rate will increase to one dollar (\$1.00) per hour.

(b) Night premium pay will be included in any overtime paid after forty (40) hours per week.

**ARTICLE 15**  
**SENIORITY**

(a) There shall be two seniority lists consisting of full-time and part-time employees. Any employee scheduled to work forty (40) hours or more per week for four (4) consecutive weeks between September 30 and April 15 shall be considered full-time. All other employees shall be classified as part-time for seniority purposes.

(b) Part-time seniority shall be considered subordinate to full-time seniority in all respects except as stated in section (j). Part-time seniority shall not entitle an employee to any specific number of hours of work.

(c) Two lists of full-time and part-time employees arranged in the order of their seniority shall be posted in a conspicuous place in the plant. The lists shall be updated and reposted on January 1 and July 1 of each year. A copy of the lists shall be sent to the Union.

Employees shall, within thirty (30) calendar days, advise the Employer and the Union, in writing, of any alleged inaccuracies on the seniority list. No protest will be considered after the thirty (30) calendar day period. The seniority list, thereafter, for all purposes, will be considered final.

No worker shall be credited with having seniority rights until he or she has completed thirty (30) days of steady employment (60 days for maintenance employees), after which his or her name shall be placed on the seniority list and dated back to the beginning of the thirty (or sixty) days.

(d) Leaves of absence without pay shall be granted to any employee due to illness or injury consistent with the Family and Medical Leave Act and any applicable state law.

(e) In case of layoff, part-time employees junior in service shall be laid off first. Employees will be recalled from layoff in reverse order of layoff.

The junior full-time employee whose job is eliminated can bump any other full-time employee who is junior (using the last full-time date of hire) or, in the alternative, he or she can bump any part-time employee.

Any full-time employee who is bumped as a result of the paragraph above can bump any other full-time employee who is junior (using the last full-time date of hire) or any part-time employee.

Any part-time employee whose job is eliminated, or in the case of a part-time employee who is bumped as a result of this section, can bump any junior part-time employee (using original hire date).

In all cases, the individual who is bumping must be qualified as described in Article 16.

(f) Employees who quit their positions or who are discharged for just cause shall immediately lose all seniority rights.

(g) Seniority shall be forfeited on the following grounds in addition to other causes specified in this Agreement.

1. Failure to report for work after a layoff within a reasonable time not to exceed seven (7) days after the Company has notified the employee to report for work. Notice shall be sent by registered mail and the time limit shall begin to run upon receipt of said notice provided, however, that if delivery cannot be made within a period of five (5) days, the time limit shall begin to run from the fifth day after the notice is mailed by the Company.
2. Failure on more than one occasion to notify the Company of absence from work.
3. Absence as a result of illness or injury for two (2) years.
4. Voluntary resignation.
5. Discharge for just cause.
6. Retirement.

(h) It is agreed that foremen shall not be used to replace a regular employee at the beginning or end of a regular shift for the purpose of preventing overtime to that employee.

(i) In the event of sickness, failure to report for work, or leave of absence, any employee may be required to fill the vacancy on a temporary basis not to exceed two (2) weeks.

(j) Notwithstanding any other provision of this article, after six months of employment, a regular part-time employee will be eligible to bid on job openings pursuant to Article 16. The regular part-time employee will receive seniority credit for bidding purposes on the basis of the number of hours worked. The regular part-time employee will have equivalent seniority to a full-time employee and relative to other regular part-time employees on the basis of hours worked. All of the other aspects of the bidding provisions will apply equally to the regular part-time as well as the full-time employee.

(k) When changes to an employee's job duties result in an increase to the employee's responsibilities due to the transfer of duties from another higher-rated classification, the employee will be given the option to perform the job for a seven (7)-day trial period. At the end of this trial period, the employee will have the option of staying in the job or of exercising bumping privileges over less senior employees.

**ARTICLE 16**  
**PROMOTIONS, TRANSFER, BIDDING AND DISQUALIFICATION**

(a) Promotion or transfer to all vacancies and new positions within the bargaining unit occurring during the term of this Agreement shall be made on the basis of plant seniority as described in the wage and classification addendum attached to this Agreement. The Company shall post notice stating the normal starting time and classification within and for seventy-two (72) hours when such vacancies occur. The oldest employee in line of seniority signing such posted notice will be given the position unless such employee is deemed not qualified to fill the job. In the event a qualified employee is not available to fill the vacancy or new position, the Employer shall be free to hire a new employee. Any disagreement over qualification of a particular employee shall be taken by that employee and/or the Union representative through the normal channels of grievance and arbitration. If an employee is given a trial period, not to exceed thirty (30) working days, on the new job or promotional position and shall then fail to qualify, that employee shall retain all seniority in his or her previous position. In the event a promotion or the creation of a new position requires more than two (2) changes in personnel by reason of promotion under this paragraph, the Employer shall be permitted a grace period of thirty (30) working days to make the necessary adjustment.

(b) In the event of an opening which is posted for bid, the first job opening and any second resulting opening will be posted for bid. Any subsequent resulting opening need not be posted for bid, but can be assigned by the Employer.

If there are two or more openings created by the first open position and subsequent promotions and all occur in the so called "skilled group", it will not be necessary to post any positions at the Helper pay level or below. If the original opening is awarded to a person who comes out of a job below the "skilled group", only that second open position (the first open position below the skilled level) needs to be posted.

(c) Once an employee has been awarded a job as a result of a bid and has qualified on the new job, that individual may not bid on a subsequent opening for one year from the last job the employee qualified for, unless the employee bids on an "upgrade" which is defined as a

higher paying job for full-time employees or any requested transfer from a part-time to a full-time position.

An employee at his or her option may return to his or her former position within seven (7) days. An employee who bids for and is awarded the promotion and then returns to their old position by their own individual choice will not be eligible to bid for another job for six (6) months without permission of the Company.

(d) When an employee moves into a "new job" as a result of a bid, he or she will be paid as set forth in Article 10(e).

(e) When an employee is promoted to a position outside the coverage of this Agreement, he or she shall retain seniority rights for a period not to exceed twelve (12) months. In the event said employee chooses to return to a position within the coverage of this Agreement during the twelve (12) month period above stated, he or she shall have the right to return to his or her former position with all seniority rights retained.

(f) In the event the Employer disqualifies an employee as becoming incapable of performing his or her job, but is capable of performing another job in the Helper classification, he or she then shall have a trial at such job provided his or her seniority rates such trial. If found incapable of holding such job, then all obligations of Employer to furnish him or her employment shall cease. The Employer shall be the judge of the employee's qualifications for the new job; but if the Employer, in judging the employees qualifications, acts arbitrarily, the actions of the Employer shall be subject to the arbitration provisions of the contract.

(g) The employee whose job has been so changed, shall go to the bottom of the seniority list as far as promotions or bidding on jobs is concerned. Seniority as far as vacations are concerned, shall not be affected. The purpose of this is to maintain the orderly system of job promotion now in effect.

(h) The posting, bidding and seniority provision set forth in this subsection will not apply to openings in the equipment maintenance or vehicle mechanic maintenance positions. In the event of openings in those areas, the Company will notify the employees by notice on the bulletin board, and employees can express an interest in those positions. However, the Company's decision in awarding of jobs in those departments will be final.

## ARTICLE 17 DISCHARGE

(a) The Employer shall not discharge any employee holding seniority rights without just cause. Notice of discharge shall be in writing and given to the employee at the time of discharge with a copy to the Union. The notice of discharge shall contain the reasons therefore.

Any grievance objecting to the discharge must be in writing and given to the Employer within seven (7) calendar days of the discharge.



Any employee whose discharge is unjustified shall be reinstated and paid for all time lost unless a lesser penalty is imposed by the arbitrator pursuant to Article 6.

Any complaint or grievance not filed with the Company within the seven (7) days after discharge shall be deemed to have been waived and shall not be entitled to consideration. No individual employee shall have the right to invoke arbitration without the written consent of the Union.

The following are considered examples of misconduct which will result in severe disciplinary action, including discharge:

Dishonesty

Physical assault

Appearing for work under the influence of alcohol or drugs

Drinking of intoxicating liquors or the use or possession of illegal drugs or Marijuana or Marijuana products, including CBD, on Company premises at any time

Sale or any other transfer of illegal drugs or Marijuana or Marijuana products, including CBD, on Company premises at any time

Serious infraction of Company rules

#### **ARTICLE 18** **LEAVE OF ABSENCE**

(a) Employees receiving leave of absence from their Employer shall retain and accumulate their seniority rights and shall retain their job status within the unit. No leave of absence shall be granted except by mutual consent of the Union and the Employer. Any member of the Union acting in a representative capacity for the Union which necessitates his or her unemployment shall be considered to be on leave of absence and shall retain and accumulate seniority rights. An employee who obtains a leave of absence under false pretenses shall forfeit seniority.

#### **ARTICLE 19** **UNIFORMS**

(a) All employees working on production and wrapping shall wear white clothes consisting of short-sleeved shirts or T-shirts, trousers and cap. Clothes are to be kept in clean and neat condition. Employees shall not wear undershirt, or athletic shirts as outside shirts. In all production areas, employees will be required to wear hair nets.

(b) The Company will provide and maintain required equipment including, but not limited to, oven gloves, hot pads and towels.

**ARTICLE 20**  
**MILITARY CLAUSE**

The Employer agrees to comply with all applicable provisions of state and federal law relating to military duty, leaves of absence and return to work.

**ARTICLE 21**  
**HEALTH AND WELFARE**

(a) All eligible bargaining unit employees shall be eligible to participate in the Pan-O-Gold Fund for Health Insurance as may be amended from time to time. Provided, however, that any such amendments to the Plan will be applied equally to all other Plan participants, including non-contract and management employees. The plan shall provide for health insurance, dental benefits, and sickness and accident (disability payments.)

(b) Eligible employees are as defined in the Plan document. Coverage for new employees begins the first of the month following sixty (60) calendar days of employment or as otherwise provided for in the Plan.

**ARTICLE 22**  
**FIVE DAY WEEK CONVERSION**

(a) When all wholesale bakeries who distribute in the trade area of the Employer agree to a system of delivery involving five (5) days within a calendar week, with a uniform drop out day, a five (5) day week will be put into effect by the Employer. The forty (40) hour guarantee for full-time employees will then apply on a five (5) day basis. A "drop out day" is a day on which no deliveries are made to customers. The trade area of the Employer is described in a map marked Exhibit D which is attached hereto and made a part hereof by reference. It is understood that chain store bakeries distributing to their own retail food outlets within the trade area of the Employer will not be considered as wholesale bakeries for the purpose of this Section.

(b) The Company will implement a Monday through Friday work week when all bakeries, including competitors of Lakeland Bakeries, within a radius of 200 miles from St. Cloud, Minnesota, also agree to a Monday through Friday work week.

**ARTICLE 23**  
**BEREAVEMENT LEAVE**

In the event of a death in the employee's immediate family, i.e., father, mother, sister, brother, dependent children (including current step-children), current husband, current wife, current mother-in-law, or current father-in-law, it is recognized by the parties that the employee may need time off. The employee shall receive three (3) working days off with pay (not including scheduled days off) within seven (7) calendar days of the death (days off to be determined by the employee). The Company will grant up to eight (8) hours pay (based on an employee's scheduled hours) at the straight time hourly rate for each such full day lost, but not to exceed a maximum of three (3) full days.

In the event of the death of an employee's grandchild or employee's grandparent, the employee shall receive two (2) working days off with pay (not including scheduled day off) within seven (7) calendar days of the death (day off to be determined by the employee). The Company will grant up to eight (8) hours pay (based on an employee's scheduled hours) at the straight time hourly rate for each full day lost, but not to exceed a maximum of two (2) full days.

Requests for additional bereavement time without pay may be submitted to Human Resources.

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

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

#### **ARTICLE 24** **NON-DISCRIMINATION**

The Employer and the Union agree that they will not discriminate against any employee on the basis of race, creed, color, religion, sex, national origin, sexual orientation, veterans status, age, disability or union activity, or any other classification protected under applicable federal or state law or local ordinance.

#### **ARTICLE 25** **MANAGEMENT RIGHTS**

Except where specifically provided under the terms and conditions of this contract, the Company retains the right to operate its plant facilities and schedule its production as it finds necessary. These rights of management include the right to determine the number of employees to be hired, the scheduled hours of work, methods of production, the type and amount of product to be produced, and procedures to be followed.

#### **ARTICLE 26** **PENSION**

Appendix B of this contract sets forth the pension benefit program which will be continued during the term of this contract.

#### **ARTICLE 27** **TERM OF AGREEMENT**

This Agreement shall be effective as of March 1, 2023, and shall continue through February 29, 2028, and shall automatically continue in effect from year to year thereafter until, or unless either party shall give sixty (60) days' notice prior to the last day of February of the particular year of its intention to modify, amend or terminate said Agreement. Said notice shall be in writing.

IN WITNESS WHEREOF, the Company and the Union have executed this Agreement  
this \_\_\_ day of \_\_\_\_\_, 2023.

PAN-O-GOLD BAKING CO.

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

By: *Bob E. Bolin*  
Its Senior VP + General Manager

By: *Walter [Signature]*  
Its PRESIDENT

**APPENDIX A  
DEPARTMENTAL WAGES AND CLASSIFICATIONS**

The following schedule of minimum wages shall be paid employees in the following classifications and on the first date of the regular work week beginning in the calendar week specified in the schedule:

	2/25/2023	2/24/2024	3/1/2025	2/28/2026	2/27/2027
<b>Manufacturing Department</b>					
1 Production Lead (nonbid)	28.57	30.00	31.20	32.76	34.40
2 Production Lead/Trainer (nonbid)	27.49	28.86	30.01	31.51	33.09
3A Break Operator (+.50 per year above 3B)	27.20	28.54	29.66	31.12	32.65
3B Dough Mixer Operator	26.70	28.04	29.16	30.62	32.15
Oven Operator	26.70	28.04	29.16	30.62	32.15
Wrap Operator	26.70	28.04	29.16	30.62	32.15
Vacation Relief	26.70	28.04	29.16	30.62	32.15
4 Divider Operator	25.52	26.80	27.87	29.26	30.72
Sponge Mixer Operator	25.52	26.80	27.87	29.26	30.72
Moulder Operator	25.52	26.80	27.87	29.26	30.72
PanOMat Operator	25.52	26.80	27.87	29.26	30.72
5 Pan Stacker/Unstacker	24.47	25.69	26.72	28.06	29.46
6 PanOMat Helper	23.19	24.35	25.32	26.59	27.92
Break Helper	23.19	24.35	25.32	26.59	27.92
Denester/Wrap Helper	23.19	24.35	25.32	26.59	27.92
Wrap Helper	23.19	24.35	25.32	26.59	27.92
<b>SHIPPING &amp; RECEIVING</b>					
1 Lead Shipping Clerk (nonbid)	25.97	27.27	28.36	29.78	32.27
2 Shipping Clerk	24.51	25.74	26.77	28.11	29.52
Receiving Clerk	24.51	25.74	26.77	28.11	29.52
3 Shipping Helpers	23.19	24.35	25.32	26.59	27.92
<b>MISCELLANEOUS</b>					
1 Garage Mechanic	29.33	30.80	32.03	33.63	35.31
2 Bakery Equipment Maintenance	30.45	31.97	33.25	34.91	36.66
3 CleanUp and Materials Handler	22.24	23.35	24.28	25.49	26.76
4 Sanitor Lead (nonbid)	24.51	25.74	26.77	28.11	29.52

\*Current employees moving into the maintenance classification will be paid at 80% of the applicable rate for the first 60 days.

(a) When, in the opinion of the Employer, there is no further need for a leadperson, he or she may be returned to his regular rate, provided, however, that when the need for a leadperson reoccurs, he or she shall have first preference for the classification.

(b) The garage mechanic will receive a 25¢ per hour premium for the entire day when he works away from the St. Cloud facility for one-half of a regular straight time shift or more.

The Company can pay more than the minimum rate of pay for employees in the maintenance and mechanical classifications who exhibit exceptional qualifications and ability as determined by the Company. The Company's decisions in this area will be final.

(c) Employees hired for summer work will be considered summer relief employees and will receive no benefits under the contract except the wage rates. The summer relief period shall run from April 15 to September 30.

(d) The wage scales for any new job classifications created during the life of this Agreement shall be negotiated between the Employer and the Union. Should the Union and the Employer fail to agree, the matter shall be referred to the arbitrator as provided in Article 6.

**APPENDIX B  
PENSION**

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

a. The Employer agrees to be bound as a party by all the terms and provisions of the Agreement and Declaration of Trust, dated September 13, 1966 as amended, establishing the Minnesota Bakers' Union Pension Fund (hereinafter called the Plan) and said Agreement is made a part hereof by reference.

b. For each hour or portion thereof, for which an employee, subject to the Collective Bargaining Agreement, received pay, the Employer will make a contribution as follows:

**Production Employees**

<b>04/01/23</b>	<b>04/01/24</b>	<b>04/01/25</b>	<b>04/01/26</b>	<b>04/01/27</b>
\$2.02/hr	\$2.07/hr	\$2.12/hr	\$2.12/hr.	\$2.17/hr

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

d. Contributions provided for herein shall be made quarterly to the trustees for the calendar quarters ending March 31, June 30, September 30 and December 31, and shall be accompanied by a completed remittance report. Both payment and report are due not later than thirty (30) days following the close of such quarters. In the event the Employer fails to promptly pay amounts owed, the Employer shall pay such collection costs, including court costs and reasonable attorneys' fees, as the Pension Fund shall incur, and shall pay interest at such rate as the Trustees shall fix from time to time.

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

f. This clause encompasses the sole and total agreement between the Employer and the Union with respect to pensions or retirement.

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


LAKELAND BAKERIES, INC.,  
A DIVISION OF PAN-O-GOLD BAKING COMPANY, ST. CLOUD  
AND  
TWIN CITY BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN  
MILLERS UNION, LOCAL 22

LETTER OF UNDERSTANDING  
February, 2013  
RENEWED MARCH 2023

During the course of negotiations for a new contract to be effective March 1, 2013 to and including February 28, 2018, the parties agreed to the following provisions to be included in this Letter of Understanding.

Employees may request vacation balances through their supervisor on a vacation request form as is currently done and which will include vacation days balance through the anniversary date, floating and wellness days and extra vacation pay (if applicable). Time clock punches, including changes, will also be made available through supervisors in the same manner as vacation requests.

LAKELAND BAKERIES, INC. A DIVISION OF PAN-O-GOLD BAKING COMPANY  
TWIN CITY BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS UNION LOCAL 22

By: 

Its Senior VP & General Manager

By: 

Its PRESIDENT



LOCAL UNION NO. 22 BAKERY, CONFECTIONERY, TOBACCO WORKER'S  
AND GRAIN MILLERS INTERNATIONAL UNION, AFL-CIO-CLC  
AND  
LAKELAND BAKERIES, INC.  
A DIVISION OF PAN-O-GOLD BAKING COMPANY


LETTER OF UNDERSTANDING ON INTRA-DEPARTMENT ASSIGNMENTS  
March, 2018  
REVISED MARCH 2023

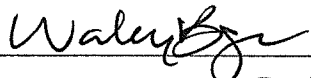
The Company agrees that within the Shipping & Receiving Department, within the Maintenance Department and within the Sanitation Department (Clean-up and Materials Handler) the Company will allow such an employee to take a job duty assignment of the employe's preference and for which he/she is deemed qualified, based on seniority, before bidding the work or assigning it outside of the Department.

This LOU shall sunset upon expiration of the Collective Bargaining Agreement.

PAN-O-GOLD BAKING CO.

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

By:   
Its Senior VP & General Manager

By:   
Its PRESIDENT

LOCAL UNION NO. 22 BAKERY, CONFECTIONERY, TOBACCO WORKER'S  
AND GRAIN MILLERS INTERNATIONAL UNION, AFL-CIO-CLC  
AND  
LAKELAND BAKERIES, INC.  
A DIVISION OF PAN-O-GOLD BAKING COMPANY


LETTER OF UNDERSTANDING  
March, 2018  
RENEWED MARCH 2023

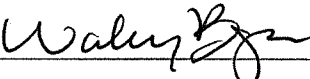
The Company agrees to instruct its temporary staffing company that on the first Monday of each month it is to provide the Chief Steward with a listing of temp to hire and summer workers assigned to Pan-O-Gold, to include the worker's names and start dates.

This LOU shall sunset upon expiration of the Collective Bargaining Agreement.

PAN-O-GOLD BAKING CO.

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

By:   
Its Senior VP & General Manager

By:   
Its PRESIDENT

LOCAL UNION NO. 22 BAKERY, CONFECTIONERY, TOBACCO WORKER'S  
AND GRAIN MILLERS INTERNATIONAL UNION, AFL-CIO-CLC  
AND  
LAKELAND BAKERIES, INC.  
A DIVISION OF PAN-O-GOLD BAKING COMPANY

LETTER OF UNDERSTANDING  
March, 2023

During the negotiations for a new 2023-2028 Collective Bargaining Agreement between the parties, an agreement was reached as follows:

It is agreed that all production positions, sanitation positions, breaker operators and vacation relief positions, production leads (non-bid) and production leads/trainers (non-bid) may be allowed to work four (4) twelve-hour days with overtime paid after forty (40) hours worked per week. There will be no daily overtime paid for these positions. Double time pay will continue to be paid after twelve (12) hours of work per day.


Vacation will continue to be calculated pursuant to Article 11, Section (f). Five days of vacation will constitute one week of vacation.


For these four (4) day per week, twelve-hour day positions only, the provisions of Article 9(b) of the Labor Contract regarding a rest period of at least 24 hours between shifts shall be modified to be a rest period of at least 48 hours between shifts.

This Letter of Understanding will sunset effective February 29, 2028.

PAN-O-GOLD BAKING CO.

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

By:   
Its Senior VP & General Manager

By:   
Its PRESIDENT



*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: [jruttenlocal22@integra.net](mailto:jruttenlocal22@integra.net)

Thank You,  
The Officers of BCTGM Local 22

**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.**