

Agreement Between

Rich Products Corporation, Inc.

Fridley, MN

And



Bakery, Confectionery, Tobacco Workers and Grain Millers
Union

Twin Cities Local 22, AFL-CIO

Effective November 10, 2023 through November 8, 2026

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ARTICLE I: PARTIES AND TERMS OF AGREEMENT

This Agreement is made and entered into this 12th day of October 2023 by and between Rich Products Corporation, Inc. hereinafter referred to as the Company, and Twin Cities Bakery, Confectionery, Tobacco Workers and Grain Millers, Local 22, AFL-CIO, hereinafter referred to as the Union.

This Agreement shall become effective November 10, 2023, and shall continue in full force and effect until November 8, 2026, inclusive; and thereafter it shall be considered automatically renewed for successive periods of twelve months unless, at least sixty (60) days prior to the end of any twelve-month effective period, either party shall serve notice upon the other, as prescribed herein, that it desires cancellation, revision or modification of any provision or provisions of this Agreement. If either party serves such notice the parties shall attempt to reach an agreement with respect to the proposed change or changes. In the event the parties do not reach a written agreement by the expiration date of November 8, 2026, in the particular year, as provided herein, then this Agreement shall in all respects be deemed void and terminated. The parties hereto by written agreement may extend said period for the purpose of reaching a new agreement.

ARTICLE II: PURPOSE

Section 1. It is the intention of the parties that this Agreement will establish and maintain sound relations between the Company and its employees and will promote harmony, genuine cooperation and efficiency to the end that the employees and the Company may mutually benefit, assure a full day's work for a day's pay and to facilitate peaceful adjustments of differences which may arise from time to time between the Company and any employees covered by this Agreement.

Section 2. It is recognized that the interests of the Company and the interests of its employees are fundamentally the same since the Company must prosper if its employees are to prosper. Accordingly, the Company and the Union do hereby mutually pledge themselves to make every effort to make this Agreement the means of improving the relations between the employees covered by this Agreement and the Company, of obtaining fair treatment for all employees of the Company and improving efficiency so that both parties may prosper.

Section 3. This Agreement covers only those matters specifically contained herein and supersedes all prior agreements between the Company and the Union, including any letter of interpretation and/or verbal understanding.

ARTICLE III: RECOGNITION

Section 1. The Company recognizes the Union as the exclusive bargaining representative in the respect to rates of pay, wages, hours of employment or other conditions of employment for all

production employees at the Company's Fridley, Minnesota facility, excluding all maintenance employees, office clerical employees, professional employees, guards and supervisors as defined in the Act.

Section 2. The Employer agrees not to enter into any agreement or contract with the employees, individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE IV: UNION SECURITY AND CHECK-OFF

Section 1. All present employees who are members in good standing of the Union shall remain members in good standing of the Union as a condition of employment, and all present employees who are not members in good standing 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 condition of employment for the duration of this Agreement.

Section 2. Upon proper authorization from the employee, the Company will deduct Union dues and initiation fees. Such initiation fee as designated by the Union shall be deducted by the Company in three consecutive months of an employee who has worked for the Company for a period of thirty days, the first deduction being that of the first paycheck after the thirty days have been completed, and such monies transmitted to an authorized representative of the Union.

Dues will be deducted once each month according to the Union billing and employee authorization and will be remitted promptly to the local Union. Membership in the Union will be deemed satisfactory so long as an employee tenders the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership in good standing of the Union.

Section 3. The Union agrees to indemnify and hold the Company harmless from any and all claims, disputes and actions that may arise through complying with any of the provisions of the Article and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the financial secretary of the Union as above provided. Errors made by the Company in the deductions or remittances hereunder shall not be considered by the Union a violation this Article.

ARTICLE V: MANAGEMENT RIGHTS

Section 1. The management of the Company and the direction of its operations, including the right to hire, discharge, suspend for cause, discipline, promote, and layoff because of lack of work, to schedule production and overtime, to make technological changes as needed, to establish performance standards, to assign work, to subcontract any or all of maintenance or the process of manufacture to other facilities, to determine the qualifications of the employees to perform the work in a satisfactory

manner, to determine job content, to create, revise or eliminate job classifications and to make and enforce rules is vested in the Company except as expressly and specifically conferred upon the Union or its members by any other clause contained in this Agreement.

Section 2.

The full power of discharge and discipline lies with the Company. It is agreed that this power shall be exercised with justice and with regard for the reasonable rights of the employees. If the Union, after investigation, believes that an employee who has successfully completed his probationary period has been discharged without just cause, the matter shall be settled in accordance with the grievance and arbitration procedure.

ARTICLE VI: NO STRIKES

Section 1. There shall be no strikes, including sympathy strikes, slowdowns or other work interference by the Union or employees, nor shall there be any lockouts by the Company during the term of this Agreement. It is understood that the foregoing proscriptions are specifically intended to include, but are in no way limited to the honoring of a picket line, or any other concerted activity, of either a sister or affiliate local of the Union, of any other organized unit at the Company or of any other group or individual.

Section 2. Any or all employees participating in any activity proscribed herein shall be subject to disciplinary action, including discharge. The Union shall have the right to challenge any disciplinary action under the grievance and arbitration provisions of this Agreement.

Section 3. The Company or Union shall have direct recourse to the National Labor Relations Board or the courts for a violation of this Article. The Company and the local union do hereby expressly agree that any strike or other prohibited activity by an employee or group of employees shall be deemed to be over a dispute with the Company involving the interpretation or effect of this Article and shall be immediately enjoined by any court of competent jurisdiction.

ARTICLE VII: SENIORITY

Section 1. *Seniority.* Seniority is hereby defined as an employee's total length of continuous employment with the Company beginning with the date on which the employee began work for the Company after last being hired. Discharge or resignation shall constitute a break in continuous employment. Employees will be credited for their years of service with Concept 2 Bakers prior to the Company's purchase of the business. Seniority for those employees shall be in accordance with the list dated February 27, 2004, and attached to this Agreement. In the case of new employees having the same date of employment, the last four (4) numbers of their respective social security numbers will be used to determine the seniority of such employees, with the employee with the smallest number being

considered the most senior, and the other employee(s) being ranked accordingly. A Union steward and management will confirm the order of seniority. Each employee's name will then be placed on the seniority list in the numerical order arrived at through this process.

Section 2. *Seniority.* Seniority shall apply to layoffs resulting from a reduction in the work force, rehiring's and job bids, as provided for in this Article, overtime as provided for in Article XIII, choice of shifts and to choice of vacation times within the limits prescribed in Article XVI of this Agreement. Employees approved for a leave of absence shall retain and accumulate their seniority rights during their leave of absence provided they return to work in accordance with the provisions applicable to their leave.

If a production line partially shuts down four (4) or more hours early on any given shift where only a partial crew on the given line is needed, the most senior associates will be allowed to go home or displace a junior associate on the line provided the senior associate has the required qualifications.

Section 3. *Layoff.* In all cases of selection of employees for layoffs or reductions in force, employees will be laid off in order of plant seniority.

The Company reserves the right to determine an employee's effective layoff date in accordance with production needs and the efficient operation of the Company. Employees whose jobs are abolished may exercise their plant seniority to displace employees with less plant seniority. Employees exercising this right will receive the rate of pay for the job which they select. Employees whose jobs are unavailable due to temporary layoff of thirty (30) working days or less shall retain their rate of pay, if they work in other positions during that time.

Section 4. *Recall.* Employees on layoff will be recalled in order of seniority, and were not been previously disqualified from the available positions. Recalled employees shall be notified in person, by telephone or by certified mail at each employee's last known address as shown on the Company's records, and they shall be given five (5) working days in which to return to work.

Section 5. *Job Bidding.*

- a. Bidding to all vacancies and new positions created during the term of this Agreement will be made on the basis of seniority, performance and ability. Lead positions will be filled via a management interview process. Selection of candidates will be based upon skill and ability. Given equal skill and ability, the candidate with the most seniority will be awarded the position. The Company shall post a notice for seventy-two (72) hours when such vacancies occur. The Company shall post such notice within seven (7) days of determining that a vacancy exists. The notice shall include the starting time, basic elements of the job, starting wage and current days off. The most senior employee signing such posted notice will be awarded the position. Once the position is awarded, the employee will have a thirty (30) day trial period, during which time the employee's performance will be evaluated by the Company. In the event the Company determines that the employee fails to perform the job in a satisfactory manner, the employee will be disqualified and may return to his former position that he has the skills and abilities to perform. An associate will be determined to not have the skills and abilities if they have

previously been disqualified from a similar position. An associate will be determined to not have the skills and ability if they have been fully trained and disqualified from a similar position within the last 12 months. The position will then be awarded to the next most senior employee on the posting. If the disqualified employee's former position is not available, the employee may select any open position. In the event that there is no open position, the employee will be temporarily assigned at his current rate until a position becomes available. The Union steward shall have access to copies of all job postings.

Members who are awarded a new job bid shall have their rate of pay adjusted to the rate of the new job immediately upon starting to perform the duties of the new job.

- b. If, after five (5) weeks, an employee who bids on an open job has not been moved to the new job, absent business conditions or hardship, the employee will be moved and paid the new rate for their bid job, if it remains available, effective five (5) weeks after the date the job was awarded. If the job is no longer available, the employee shall be permitted to bid on another posted position.
- c. Bidding of job vacancies and new positions will be limited to two (2) successful bids per year. After a position is filled, only the next three (3) positions left vacant by filling the initial vacancy will be posted and open for bidding; after the fourth position is filled, any other positions which become open due to the initial vacancy will be filled by appointment at the Company's sole discretion. During the first three (3) months of employment, employees will not be permitted to bid. Exceptions to this three (3) month rule may be shortened by mutual agreement. A successful bid begins when the job is awarded.
- d. If no employee signs a posting, the Company reserves the right to fill the vacancy.

Section 6. Nothing herein shall abridge or restrict the Company's right to transfer any employee to temporarily fill any vacancy or new position for less than sixty (60) consecutive days, or longer by mutual agreement.

Section 7. Notwithstanding any of the foregoing provisions of this Article, all seniority rights under this Agreement shall be lost if any of the following occurs: (a) an employee quits of his own accord, or (b) an employee is dismissed for just cause, or (c) an employee does not return to work when recalled after layoff, or (d) an employee is absent from the payroll continuously for more than twelve (12) months due to layoff resulting from a reduction in work force or leave of absence, or (e) an employee is absent for more than two (2) consecutive working days without just cause or without notifying the company, (f) an employee retires or (g) an employee dies.

ARTICLE VIII: PROBATIONARY EMPLOYEES

Section 1. New employees shall be considered on probation for the first seventy-five (75) working days of employment and shall not be considered as regular employees until they have served their probationary period.

Section 2. The Company shall have the right to discharge or otherwise discipline probationary employees during of the probationary period, with or without cause, and the discharge or other discipline shall not be the subject of a grievance either by the employee or by the Union.

ARTICLE IX: GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a claim or dispute with the Company by an employee or employees involving an alleged violation of the terms of this Agreement. All grievances shall be handled solely in accordance with this Article. The grievance procedure is as follows:

Section 2.

Step 1: The employee(s) and the shop steward, if the employee(s) so desire, will attempt to resolve the grievance by conference with the immediate supervisor within ten (10) working days after the events giving rise to the grievance occurred. The immediate supervisor shall respond back to the employee(s), with a copy to the shop steward, within five (5) working days.

Step 2: If the grievance is not resolved in Step 1, the grievance shall be set forth in writing and presented by the employee(s) and the shop steward to the HR Manager within five (5) working days after the date of the supervisor's response. The HR Manager will respond in writing to the shop steward within five (5) working days.

Step 3: If the grievance is not resolved in Step 2, the Union Business Representative will meet with Director of HR or his/her designate within five (5) working days after the date of the HR Department Manager's response. The Director of HR or his/her designate will respond to the Business Representative within five (5) working days.

Step 4: If the grievance is not resolved in Step 3, the parties may mutually agree to submit the matter to voluntary mediation or the Union may proceed to arbitration. In the event that mediation is not utilized or is unsuccessful, written notice of The Union's intent to arbitrate must be provided to the Company within ten (10) working days of a refused mediation request, an unsuccessful mediation or the date of the Director of HR's response.

For the purpose of this Article, "working days" shall be defined as Monday through Friday.

Section 3. The time limits set forth above may be extended by mutual agreement. In the event that the Company fails to respond to a grievance as provided in Section 2, the Union shall have the right

to advance the grievance to the next step. If the Union fails to advance a grievance to the next step, the grievance shall be considered settled and it shall not be eligible for consideration at further steps or for arbitration.

Section 4. Only grievances which involve an alleged violation by the Company of a specific section(s) or provision(s) in this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration. Only the Union or the Company may require arbitration of the other party to this Agreement.

Section 5. If arbitration is requested in accordance with this Article, the parties may attempt to reach agreement upon the name of an arbitrator. If the parties are unable to agree upon an arbitrator within five (5) working days from the date of the request to arbitrate, either party may request the Federal Mediation and Conciliation Service (FMCS), U.S. Department of Labor, to submit a panel of seven (7) prospective arbitrators from the Minneapolis/St. Paul geographic area. When the list is received, either party may reject the list and request that the FMCS supply a second list of seven (7) new names. A representative from each party shall strike one name from the list. A coin toss shall determine who strikes first. The process shall then be repeated with the parties alternating strikes until only one name remains. That person shall become the neutral arbitrator. The party requesting the panel of arbitrators shall be responsible for the FMCS fee for providing that panel.

Section 6. The arbitrator shall conduct a hearing within a reasonable length of time to hear the evidence and make an award. The award shall be binding upon the Union, the Company, and the employee(s). Such award must be in conformance with the terms and provisions of this Agreement; the arbitrator shall not have the authority to add to, subtract from, change or amend any term or condition of this Agreement or issue a decision that conflicts in any way with its provisions. The arbitrator's decision or award may not be retroactive to a date preceding the date of the event(s) giving rise to the grievance upon which the decision or award is based.

Section 7. The cost and incidental expenses of the Arbitrator shall be borne equally by each of the respective parties to this Agreement. Each party will also bear its own legal expenses and costs incidental to witnesses.

ARTICLE X: DISCIPLINE AND DISCHARGE

Section 1. The Union recognizes and acknowledges that the Company has the duty of maintaining good discipline among the employees because the Company is responsible for the efficient operation of the business. Consistent with this duty, the Company has the right to establish modify reasonable work rules and policies.

Section 2. In keeping with the concept of progressive discipline, employees who fail to abide within acceptable behavior guidelines will be subject to corrective discipline. It is the intent of the Company and Union to provide a set of guidelines that are fair, consistent, and progressive in dealing

with behavior that is deemed as unacceptable. If the Company deems necessary that corrective discipline is needed the following procedures will follow:

Step 1 – Verbal Warning

Step 2 – Written Warning

Step 3 – Final Written Warning

Step 4 – Up to a five (5) Day Suspension

Step 5 – Termination

A shop steward or other union officer must be present at all times when discipline is issued under Steps 1 through 5, unless the employee declines union representation.

It is understood by the Union that the Company may bypass the above procedure in cases where there is a severe violation of Company policy by an employee. This would include, threatening behavior, fighting, reporting to work or working under the influence of alcohol, illegal drugs, stealing company property, possession of weapons, explosives or firearms, and other serious infractions of Company work rules and policy. It is understood by both parties that any employee under this collective bargaining agreement will have the right to grieve any corrective action taken by the Company including termination, under the grievance and arbitration Articles of this Agreement.

Section 3. The Company shall not discharge any employee holding seniority rights without just cause. An employee discharged shall be informed in writing of the reason for discharge within five (5) business days and a copy thereof shall be sent to the Union.

ARTICLE XI: HOURS OF WORK

Section 1. A work week shall be defined as forty (40) hours a week. Nothing in this Article is a guarantee of any specified number of hours of work per day or per week.

Section 2. In the event that there is a reduction of hours on a line for two (2) consecutive work weeks or fewer, the most senior qualified employee(s) shall be, upon request, offered any open position(s), including any positions then filled by temporary employees.

In the event that there is a reduction of hours on a line for longer than two (2) consecutive work weeks, the most senior qualified employee(s) shall be, upon request, offered any open position(s), including any positions then filled by temporary employees. After all open positions are filled or if no open positions are available, senior employees whose hours are reduced due to the loss may exercise their shift seniority to displace the least senior employee on their shift, provided they are qualified. Employees exercising this right will receive the rate of pay for the job which they select.

The Company will post a list that employees can use to volunteer for open position(s) for which they are qualified. In either case, employees will retain their current rate of pay.

Section 3. The Company shall have the right to establish and change the daily and weekly work schedules for all employees. The Company agrees to post the starting times for all regular employees for the coming week on the preceding Thursday. All regular employees who are required to start working before their posted start time or work after their posted end of shift shall receive time and a half for the difference between the actual and posted time. Nothing herein shall prevent an employee and the Company from mutually agreeing to a schedule change without the Company paying time and a half. In the event that the regular starting time of any regular employee is changed by more than two (2) hours on three (3) or more days of their normal work week, such employee shall be permitted to exercise seniority over less senior employees.

Section 4. A thirty (30) minute paid break period shall be provided on each shift. The Company shall designate the time of said break period so long as it occurs between three (3) and six (6) hours after the beginning of the shift. Employees scheduled to work ten (10) hour shifts shall receive an additional fifteen (15) minute break. Employees scheduled to work twelve (12) hour shifts shall receive an additional 15-minute break prior to the end of every two (2) hours of overtime worked. If eligible for additional breaks, employees shall receive their additional 15-minute breaks between the seventh (7th) and ninth (9th) hour, the ninth (9th) and eleventh (11th) hour, and every two hours thereafter.

Section 5. The work week shall start at the beginning of third shift on Sunday of each week and ends with the completion of second shift the following Sunday. The payroll begins with the start of the work week and ends with the completion of second shift on Sunday.

Section 6. Employees may not leave the premises during scheduled work/break periods without approval from their supervisor.

Section 7. Sunday work shall first be offered to the most senior qualified employee working on the line. If there are insufficient numbers of employees signing up for Sunday work, employees will be assigned Sunday work by reverse seniority from the remaining employees qualified to perform the work.

Section 8. All-time worked on the seventh consecutive day in a work week shall be paid at two times the regular rate of pay for all employees.

ARTICLE XII SCALE OF WAGES

Section 1. Beginning the effective date of this Agreement or on the date the total Agreement is properly ratified, signed and executed, whichever is later, the Company agrees to pay wages according to the schedule contained on Attachment A.

Section 2. Employees who fill an opening in a higher paying classification shall receive the rate of pay for that classification for all hours worked in the classification; provided however, if the employees

work more than four (4) hours in the higher paying classification on a work day, they will receive the higher rate for all hours worked on that work day. Employees scheduled to work in a lower paying classification will receive their regular rate of pay for the hours worked in the lower paying classification.

Section 3. In the event the Company creates a new job classification during the term of this Agreement, the Company agrees that it will meet with the Union to discuss the wage rate for such new classification.

Section 4. It is understood that the Company may utilize temporary employees. The Company shall not be required to employ such temporary employees for any minimum number of hours per day or days per week; provided however, the Company will not utilize a temporary employee in an open position in excess of 960 hours. Such temporary employees shall be compensated at a rate to be determined by the Company, provided that at no time shall such rate be less than the minimum wage established by law. Temporary employees shall be eligible for benefits in accordance with Company policy. Temporary employees will not be utilized to eliminate bargaining unit positions. Regular employees will be offered overtime hours prior to temporary employees. Temporary employees will not acquire seniority by virtue of such temporary employment regardless of the length of that temporary employment. Each week the Company shall provide the Union with a listing of all temporary employees working in the facility during the prior week. The list shall include the hours each temporary employee worked that week and their accumulated hours working in the facility. The data on the list will be arranged so that the union will be able to monitor compliance with this section.

ARTICLE XIII: OVERTIME

Section 1.

An employee shall be paid for overtime as follows:

- a. All work performed in excess of eight (8) hours on an 8 hour shift will be paid at one and one-half (1 1/2) times the employee's regular straight-time wage rate.
- b. All work performed in excess of forty (40) hours in a work week will be paid at one and one-half (1 1/2) times the employee's regular straight-time wage rate.
- c. All work performed in excess of twelve (12) hours in a work day will be paid at two (2) times the employee's regular straight-time wage rate.

Section 2.

Scheduled overtime shall be worked when deemed necessary by the Company.

- a. All work performed in excess of eight (8) hours on an 8 hour shift will be paid at one and one-half (1 1/2) times the employee's regular straight-time wage rate.
- b. All work performed in excess of forty (40) hours in a work week will be paid at one and one-half (1 1/2) times the employee's regular straight-time wage rate.
- c. All work performed in excess of twelve (12) hours in a work day will be paid at two (2) times the employee's regular straight-time wage rate.

Section 3. Unscheduled overtime shall be made available to employees according to seniority and qualifications. The Company will provide employees with advance notice of unscheduled overtime when possible.

Section 4. No overtime shall be worked by any employee unless it is authorized by the Company

Section 5. A shift cutting across two calendar days shall be treated as worked on the day on which the shift ends .

Section 6. Overtime pay shall be paid only for actual time worked.

Section 7. There shall be no pyramiding or duplication of overtime or shift differential, and it is agreed and understood that no employee shall be paid more than once for the same hours worked.

ARTICLE XIV: BENEFITS

The Company will provide its associates with a group life insurance, health and medical insurance, vision care, dental coverage and a prescription plan, as indicated in the Company's Welfare Benefits Plan Summary Plan Description (SPD).

Each associate upon being covered by the benefit plan shall be given a booklet which describes the coverage. Associates' contributions will be established by the Salary Tier Model where contributions will be based on an associate's annual base salary from the previous year for the plan that they select. Computation for the purpose for assigning salary tiers for Health Insurance shall be based on actual hours worked up to 2080 hours at straight time from the previous year.

The Employer shall retain the right to replace the health plan currently in effect with another; however, any changes to the plan at this facility will be the same as those made to the Rich's Salaried Plan in all participating facilities.

Associate contributions will be made through payroll deduction and will be calculated on a pre-income tax basis to the maximum extent permitted by applicable law.

The Short-Term Disability insurance plan will provide a weekly benefit of 60% of an associate's weekly earning rounded to the nearest dollar with a minimum of \$20 per week and a maximum of \$500 per

week for up to 26 weeks (including the waiting period).

This article applies only to regular full-time associates.

ARTICLE XV: HOLIDAYS

Section 1. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day shall be paid holidays. Holidays falling on Saturday shall be observed on the immediately preceding Friday, and holidays falling on Sunday shall be observed on the immediately following Monday.

An employee shall also be entitled to three floating holidays. The employee shall request two floating holidays at least seven (7) days in advance, and is subject to approval by the Company.

The third floating holiday shall be determined by this process. The Union Stewards and the Plant Manager will select three separate dates as a possible floating holiday no later than November 1st each year. The dates shall be adjacent to a Friday, Monday or an existing holiday. The proposed dates will be announced to the membership and two weeks later the bargaining unit members will then vote by secret ballot to select the floating holiday. The HR Manager will administer the voting process. The HR Manager and (1) shop steward will tally the results and share the selected floating holiday with plant associates by November 30th.

Section 2. All regular full-time employees shall receive 8 hours of pay at their regular straight-time rate for the above-listed holidays. Any employee required to work on such holidays shall be paid one and one-half (1 1/2) times his regular, straight-time wage rate for all time worked.

Section 3. Employees shall receive holiday pay only if they have worked the scheduled full day preceding and scheduled full day following the holiday. Employees who are tardy by less than 30 minutes or leave work early with permission of the Company shall not be disqualified from receiving holiday pay. Employees on sick leave, leave of absence for any reason or layoff shall not receive holiday pay. If a holiday falls during paid vacation, the employee will receive an extra day's pay at straight-time provided the employee is eligible for holiday pay.

Section 4. Any employee who is scheduled to work on a holiday but fails to do so shall forfeit any holiday pay.

Section 5. Probationary employees shall not receive holiday pay.

Section 6. Holiday pay shall be counted as time worked for purposes of computing overtime except pay for the floating holiday will not count as time worked for the purposes of computing overtime.

ARTICLE XVI: VACATIONS

Section 1. Vacation shall not be granted until after the employee has completed one year of service. Vacation pay shall be granted on the following basis for those employees who worked at least 1800 hours during the preceding year of service:

Years of Continuous Service	Days Allowed
6 months	3 Days
1	5 Days
2	10 Days
8	15 Days
15	20 Days
25+	25 Days

Section 2. Between January 1 and March 1 of each year, employees may request vacation time off, and such requests will be granted in accordance with seniority. Requests made after March 1 of each year will be considered on a first come, first served basis.

Section 3. Vacations must be taken as time off work. Employees must schedule their annual vacations in accordance with this Article. There shall be no carryover of accrued vacation from year to year. In the event an employee does not use all of his vacation time prior to his seniority anniversary date, any remaining vacation time shall be forfeited. However, employees with at least three (3) weeks of vacation shall have the option of being paid up to one (1) week of earned but unused vacation and employees with at least four (4) weeks of vacation shall have the option of being paid for up to 2 weeks of earned but unused vacation within four (4) weeks after any such anniversary date mentioned above.

Section 4. An employee must take at least one week of vacation in a forty (40) hour increment. Provided an employee has more than 40 hours of vacation, he may also take a maximum of eighty (80) hours vacation in single day increments. Such vacation requests must be submitted at least five (5) days in advance and are subject to approval by the Company.

Section 5. If a holiday falls within a vacation week, the employee will receive vacation pay in addition to holiday pay for the day, provided the employee is eligible for holiday pay.

Section 6. Once an employee's vacation has been approved by the Company, the vacation shall not be cancelled or changed by the Company. The Company otherwise reserves the right to schedule and administer vacations in accordance with this Article to assure efficient and orderly operation of the Company. An employee's request for vacation will be approved or disapproved by the Company within two (2) weeks of receipt of the request. The Company will return a copy of the approved or denied request off form to the employee.

Section 7. When an employee is terminated, the Company will timely pay all wages due and vacation accrued, if any.

Section 8. An employee on an FMLA-qualifying leave of absence shall accrue vacation time for the duration of the leave, not to exceed twelve (12) weeks. For all other leaves of absence, vacation shall be accrued for up to thirty (30) days.

ARTICLE XVII: FUNERAL LEAVE

Section 1.

The Employer shall provide paid bereavement leave in the unfortunate event that associates need to take time off to attend to matters resulting from the death of family members and current or former associates. The associate will work with management to determine an appropriate amount of bereavement time based on the guidelines below:

Five days – for the loss of a member of the associate’s immediate family. The immediate family is defined as the associate’s lawful spouse or domestic partner*, children including stepchildren or children of domestic partner.

Three days – for the loss of their own or their spouse/partner’s parent, legal guardian, sibling, stepparent; or child’s spouse or partner, spouse or partner’s sibling, grandparents and grandchildren.

One day –for the loss of associate’s extended family member to include; siblings of parent, legal guardian or stepparent and children of siblings.

* A domestic partner is someone with whom the associate lives and shares a common domestic life, but to whom the associate is not legally married.

The employer shall grant such employee additional time off work without pay if such additional time shall be necessary or reasonable with respect to the employee’s responsibility arising out of death and / or funeral or memorial service of such relative.

Section 2. Probationary employees shall not receive paid funeral leave.

Section 3. Reasonable evidence supporting the claim of death may be required by the Company before paid funeral leave is granted.

Section 4. Benefits under this Article are available solely and exclusively for the purpose of attending the funeral, and no eligible employee shall receive time off under this Article except for the purpose of attending the funeral and making arrangements related to the funeral. The benefits of this article shall not apply to employees absent from work on vacation, off-days or for any other reason; they

shall apply only to those days when the employee is scheduled to work and would ordinarily have worked.

Section 5. Employees needing time off above and beyond the days set forth in Section 1 shall have the right to request additional leave; Company approval shall not be unreasonably withheld. Employees who are approved by the Company for additional leave under this section may request vacation or take such time as unpaid.

ARTICLE XVIII JURY DUTY

Section 1. An employee shall notify the Company that he has been summoned for jury duty as soon as reasonably possible after receipt of a jury duty summons and shall notify the Company that he has been excused or released from jury duty as soon as reasonably possible after excused or released.

Section 2. An employee summoned for jury duty shall receive his regular, straight-time wage rate for up to ten (10) workdays lost because of service on the jury less the amount of compensation received for serving on the jury.

Section 3. The employee shall have signed by an officer of the Court a written form, supplied by the Company, verifying that the employee was summoned for jury duty, that he served on the jury, the hours and dates he served on the jury, and the amount of pay received. This form is mandatory and must be presented to the Company within five (5) days of the conclusion of jury duty whether or not any payment is due under this Article. The Company will not make any payment under this Article until the employee has furnished the Company with the required form.

ARTICLE XIX: LEAVE OF ABSENCE

Section 1. A leave of absence without pay requested by an employee for personal reasons may be granted by the Company in its sole and exclusive judgment, and no such leave of absence granted in one case shall constitute a precedent binding upon the Company in any other case.

Applications for leave of absence without pay shall be in writing and shall set forth the specific reason for and the exact length of the leave requested. Leaves of absence for personal reasons shall be limited to a maximum of one (1) month, except where military service is the reason, but the Company may grant an extension of leave up to one (1) month for just cause.

Section 2. Employees are permitted to request up to twelve (12) weeks annually of leave under the Family and Medical Leave Act. Such leave may be requested for the birth or adoption of a child or a serious health condition of the employee or an immediate family member as defined in the Act. Requests for leave must be submitted in writing to the Human Resources Department. Each employee

covered by this Agreement shall have all rights, obligations and options provided for in the State and Federal Family and Medical Leave Act (FMLA). Pregnancy leaves shall be governed by applicable law. Employees granted FMLA for a person other than themselves will be required to utilize up to one (1) week of vacation concurrent with such leave. Associates who have ten (10) days or more of available vacation are required to use five days of available vacation for the first five days of an FMLA leave for the employee's own serious health condition that qualifies for Short Term Disability.

Section 3. Employees are permitted to request up to twelve (12) months of leave for medical reasons. Such leave shall run concurrently with any leave granted under Section 2 of this Article. Approval of this leave shall be based upon the medical documentation provided by the employee. Employees returning to work from a medical leave of absence shall provide the Company with medical documentation establishing their fitness for duty. An employee returning from a leave of absence will be returned to his position.

Section 4. An employee desiring to return to work before the termination of his leave of absence shall give the Company at least three (3) days' notice in writing of his intention to return to work.

Section 5. An employee failing to report to work at the end of his leave will be considered to have resigned voluntarily, and his employment shall terminate automatically unless excused by the Company for extenuating circumstances. The employee shall be obligated to notify the Company of such extenuating circumstances prior to his scheduled return to work.

Section 6. Employees enlisting or drafted into the United States Armed Forces shall be entitled to reinstatement in accordance with the provisions of the Uniform Services Employment and Reemployment Rights Act, as amended, provided such application is made within ninety (90) Days after discharge. The Company agrees to comply with the provisions of the Military Selective Service Act of 1967 and all amendments thereto.

Section 7. An employee, acting in a representative capacity for the Union as a full-time officer, shall be considered on leave of absence, and shall retain and accumulate seniority rights for a period of three (3) years and one (1) month. Such leave may be extended upon mutual consent.

ARTICLE XX: UNION REPRESENTATIVES

Section 1. The authorized representatives of the Union shall be permitted, upon presentation of proper credentials, to enter the Company's facility to conduct union business. Union Representatives shall not interfere with or interrupt production.

Section 2. Authorized Union representatives may examine the paycheck and timecard of any employee during the Company's business office hours.

ARTICLE XXI: NO DISCRIMINATION

Section 1. The Company and the Union agree that they will not discriminate on the basis of race, sex, color, age, religion, national origin, marital status, sexual orientation, veteran status or physical or mental disability.

Section 2. The use of the masculine gender in this Agreement shall include both male and female employees.

ARTICLE XXII: AMERICANS WITH DISABILITIES ACT

Section 1. Each employee covered by this Agreement shall have all rights, obligations and options provided for in the State and Federal Americans with Disabilities Act (ADA).

ARTICLE XXIII: CONFLICTS WITH THE LAW

Section 1. In the event any federal or state law conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

ARTICLE XXIV: SAFETY AND HEALTH

Section 1. The Company agrees to maintain conditions of health and sanitation in conformity with all applicable federal and state laws.

ARTICLE XXV: BULLETIN BOARD

Section 1. The Union shall have the right to have a bulletin board on the working premises of the Company and to post official notices of the Union thereon.

ARTICLE XXVI: OTHER UNDERSTANDINGS

Section 1. No employees shall be charged with breakage, material damage or products damaged.

Section 2. All employees shall be paid in full at least once each week. Should the Company desire to change the payroll period, the Company shall inform the Union and the employees of the reason for that change, and as a result of that change, there shall be no longer period of holding employees' wages than the time previously existing.

The Company shall not be allowed to deduct anything except the deduction required by law from paychecks without written consent of the employees. The Union shall not seek nor does the Company acquiesce in any deduction for fines and assessments. The Union shall inform the Company as to what is contained in the statement. All employees must be paid by check or direct deposit and receive an electronic record of their earnings and any and all deductions.

Section 3. A proper place must be provided by the Company containing a washbowl, toilet, towels, soap, and where possible, showers and lockers should be provided.

Section 4. In the event that the Company arranges for the establishment of a credit union, employees under this Agreement shall be eligible to participate in the credit union.

Section 5. Supervisory and non-bargaining unit employees shall not perform work traditionally assigned to bargaining unit employees except for the purpose of training employees, in emergencies, such as absences, tardiness, breakdowns or other situations in which production or customer service may be adversely effected and for work normally performed by non-- bargaining unit employees.





Section 6. Any associate who reports to work as scheduled shall receive a minimum of two (2) hours of pay or work unless the Company makes an attempt to contact them to cancel or change their schedule at least one (1) hour prior to their scheduled start time. In cases of unforeseen circumstances outside of the Company's control, this reporting pay does not apply. Associates must maintain a valid phone number with the Company to qualify for this reporting pay. Any time paid under this provision shall count as hours worked towards overtime.

The foregoing represents the Agreement of the parties and it is the intent upon ratification to incorporate these changes into the existing Agreement and such modified document will be executed without delay and will represent the full and complete understanding of the parties.

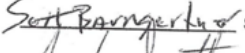
In witness whereof, the parties do hereby set their hand and seal this 12th day of October 2023.

Rich Products Corporation Inc.	APPROVED: Bakery, Confectionery, Tobacco Workers and Grain Millers International Union
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FOR THE COMPANY

 Shannon West, Regional, Human Resources Manager
 Karl Goehring, Plant Manager
 Debra Mormile, Human Resources Manager
 Donna Blaukat, Human Resources Manager

FOR THE UNION

 Wally Borgan, Business Agent, Local 22
 Jeff Borgan, Negotiating Committee
 Scott Baumgartner, Negotiating Committee
 Andre Scott, Negotiating Committee
 Kirk Heckel, Negotiating Committee
 Chris Falken, Negotiating Committee
 Jason Davis, Negotiating Committee
 Ryan Hocke, Negotiating Committee

ATTACHMENT A:
 JOB CLASSIFICATIONS AND HOURLY RATES OF PAY

Section 1. Employees paid under this section will be hired on or before May 11th, 2004, referred to as Section 1 employees, and will receive pay as follows:

Job Class	Position	11/10/2023	11/11/2024	11/10/2025
1-A	Production Lead	\$26.05	\$26.80	\$27.55
1-B	Sanitation Lead	\$24.76	\$25.51	\$26.26
1-C	Rheon Operator	\$28.01	\$28.76	\$29.51
1-C	Vacation Relief	\$25.51	\$26.26	\$27.01
1-C	Mixer Oven Operator Palletizer Operator Sour Tech	\$25.51	\$26.26	\$27.01
1-D	Relief Machine Operator Line Supply	\$25.16	\$25.91	\$26.66
1-E	Sanitation	\$24.21	\$24.96	\$25.71
1-G	Packing Line Helper* Janitor	\$21.98	\$22.73	\$23.48
1-H	Line Supply	\$26.66	\$27.41	\$28.16

* Certain positions will be classified as floater positions.

Employees paid under this Section will continue to be paid under this Section for the duration of the Agreement.

Section 2. All other employees will receive the following rates of pay:

Job Class	Position	11/10/2023	11/11/2024	11/10/2025
2-A	Production Lead	\$26.05	\$26.80	\$27.55
2-B	Sanitation Lead	\$24.76	\$25.51	\$26.26
2-C	Vacation Relief	\$25.51	\$26.26	\$27.01
2-C	Rheon Operator	\$26.15	\$26.90	\$27.65
2-C	Mixer Oven Operator Palletizer Operator Sour Tech	\$23.65	\$24.40	\$25.15
2-D1	Relief	\$23.05	\$23.80	\$24.55
2-D2	Machine Operator Line Supply	\$23.05	\$23.80	\$24.55
2-E	Sanitation	\$20.43	\$21.18	\$21.93
2-G	Packing Line Helper* Janitor	\$18.69	\$19.44	\$20.19
2-H	Line Supply	\$26.66	\$27.41	\$28.16

* Certain positions will be classified as floater positions.

Employees paid under this Section whose rate of pay is above the applicable rate set forth in this Section will be paid that rate until such time as the applicable rate exceeds the rate the employees are being paid. These employees will be eligible to receive the percentage wage increases and lump sum payment provided to Classifications C and D as set forth in Section 1 until such time as the applicable rate exceeds the rate the employees are being paid.

Section 3. Shift differential.

Associates assigned to 1st shift will not receive premium pay.

Associates assigned to 2nd shift will be paid a premium of \$0.50 per hour.

Associates assigned to 3rd shift will be paid a premium of \$1.00 per hour.