

Contract #5267-62

AGREEMENT BETWEEN

**BIMBO BAKERIES USA, INC.,
a Delaware corporation operating in
LACROSSE, WI**

AND



**THE BAKERY, CONFECTIONERY, TOBACCO
WORKERS, AND GRAIN MILLERS UNION
LOCAL NUMBER 22**

MAY 8, 2022

THROUGH

MAY 12, 2029

TABLE OF CONTENTS

Article 1:	RECOGNITION.....	3
Article 2:	MANAGEMENT RIGHTS	3
Article 3:	UNION SECURITY	3
Article 4:	SENIORITY.....	4
Article 5:	UNION LABEL	7
Article 6:	HOLIDAYS.....	7
Article 7:	VACATIONS	8
Article 8:	DISCHARGE.....	10
Article 9:	STRIKES AND LOCKOUTS	10
Article 10:	GRIEVANCE AND ARBITRATION	11
Article 11:	WAGES	12
Article 12:	HOURS OF WORK - OVERTIME.....	13
Article 13:	BEREAVEMENT LEAVE	14
Article 14:	HEALTH AND WELFARE	15
Article 15:	PENSION FUND	18
Article 16:	UNION RIGHTS	19
Article 17:	GENERAL CONDITIONS	20
Article 18:	SUCCESSOR CLAUSE.....	22
Article 19:	SUBCONTRACTING.....	22
Article 20:	JURY DUTY	22
Article 21:	NEW HIRES	22
Article 22:	CLASSIFICATION AND WAGES	23
Article 23:	SUBSTANCE ABUSE LANGUAGE.....	23
Article 24:	POST ACCIDENT DRUG AND ALCOHOL TESTING.....	23
Article 25:	FMLA	23
Article 26:	TECHNOLOGY CHANGE	23
Article 27:	ADA	24
Article 28:	SEVERANCE	24
Article 29:	TERM OF AGREEMENT	25

AGREEMENT

THIS AGREEMENT is made this 8th day of May, 2022, by and between BIMBO BAKERIES, USA, INC., a Delaware corporation operating in LaCrosse, Wisconsin, hereinafter referred to as the “Company”, and the BAKERY, CONFECTIONERY, TOBACCO WORKERS, AND GRAIN MILLERS UNION, LOCAL NO. 22, AFL-CIO, hereinafter referred to as the “Union”.

ARTICLE 1 RECOGNITION

The Company recognizes the Union as the sole bargaining agent of all its employees classified hereinafter under the terms of this Agreement, but specifically excepting office workers, drivers, retail store clerks, superintendents, and non-working forepersons and other excluded employees as defined by the National Labor Relations Act.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The management of the business of the Company and the direction and control of its working forces and employees, including the right to select and hire, assign work and duties, transfer, promote, suspend, discharge, or otherwise discipline for cause, lay off, or relieve from duty, to maintain discipline and efficiency among employees, and to make and enforce rules to promote production, safety, efficiency, order and discipline, are vested exclusively in the Company, provided the exercise of the rights does not conflict with any of the terms of this Agreement.

Section 2. The Company, at its discretion, may establish or eliminate jobs by proceeding in accordance with the terms of this Agreement.

Section 3. The types of products manufactured, elimination of product lines, scheduling of production and methods, processes and means of carrying on business are exclusively within control of the Company.

ARTICLE 3 UNION SECURITY

Section 1. In accordance with current Wisconsin law, membership in this Union shall not be a condition of employment and no person shall be denied employment on account of membership or non-membership in a Labor Union.

Should the Wisconsin right to work law be repealed or deemed invalid, the following language would replace the current ARTICLE 3, Section 1.1, Section 1.2 and Section 3.3 of the Agreement.

Section 1.1 *It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing.*

Section 1.2 *It shall be a condition of employment that all employees covered by this Agreement who are not members of the Union on the effective date of this Agreement or who are hired on or after said effective date, shall, on the 31st day following the effective date of this Agreement or the beginning of such employment, respectively, become and remain members in good standing in the Union.*

Section 1.3 *For purposes of this Article, it is agreed that all employees of the Company who are Union members as of the effective date of this Agreement and who tender payment of periodic dues and initiation fees uniformly required of all Union members shall be members in good standing with the Union. Employees required to join the Union or hired after such date who tender payment of uniformly required periodic regular dues and initiation fees beginning with the month in which each is first obligated to tender such fees and dues under this Agreement shall, for purposes of this Agreement, be members in good standing with the Union.*

Section 2. Upon receipt of authorization in writing and signed by the employee, the Company shall check off Union dues, including initiation fees, deducting the same from the employee's pay and paying the same direct to the Union. The Company agrees to make the Union membership and check-off forms part of the hiring packet.

Section 3. It is further agreed that new employees for the first **ninety (90) calendar days of employment** shall be on probation and not be considered as regular employees until they have passed their probationary period. The Company may layoff or discharge employees without responsibility of rehire during the probationary period.

ARTICLE 4 **SENIORITY**

Section 1. Plant seniority is the length of an employee's service from his/her most recent starting date of employment by this Company. Any seniority rights granted herein are expressly limited to the Company's plant located in LaCrosse, Wisconsin.

Section 2. **Full-time employee.** A full-time employee is an employee whose regular job assignment is a bid (or Maintenance Mechanic or Process Support Specialist) job which is anticipated to be worked forty (40) hours per week, twenty-six (26) weeks per year.

Part-time employee. A part-time employee is an employee who is not regularly assigned to a forty (40) hour per week, year-round bid job. Part-time employees who replace absent full-time employees or full-time employees on vacation or leave of absence shall not thereby attain the status of full-time employees.

There shall be separate full-time and part-time seniority lists. All full-time employees shall have seniority over all part-time employees. A full-time employee laid off from his/her full-time position who bumps into a part-time position shall remain on the full-time seniority list (while receiving pay and benefits as a part-time employee). A part-time employee who bids into a full-time position shall be placed on the full-time seniority list on the basis of his/her original date of hire. At no time shall the number of part-time employees on the payroll exceed the number of full-time employees on the payroll.

Section 3. Part-time employees shall be assigned work as needed by the Company, based upon their skill and ability. Subject to skill and ability, seniority shall be taken into consideration by the Company in assigning work to part-time employees. Part-time employees shall have no guaranteed workweek and shall not receive daily or weekly guarantees of work; they shall work as scheduled and only be paid for hours worked. Part-time employees shall receive no vacation, insurance, night shift premium or other fringe benefits, except as specifically provided.

Section 4. A seniority list showing plant seniority shall be posted biannually by the Company. Separate lists will be made for regular full-time employees and regular part-time employees. An employee's standing on the published list will be final unless protested to the Company's personnel office not later than thirty (30) calendar days after the list has been posted on the Company's bulletin board. The Union to be provided a copy of the seniority list on January 1st and July 1st of each year.

Section 5. No employee shall be credited with seniority rights until, in the case of a full-time employee, he/she has completed a probationary period of ninety (90) calendar days, after which his/her name shall be placed on the seniority list and his/her seniority shall then date from the most recent date of hire by the Company. During the probationary period, the Company shall have the right to discharge any probationary employee with or without cause and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

Part-time employees who are laid off during their probationary period shall upon their return from said lay-off be required to complete any remaining time left on their probationary period. After the employee completes their probationary period their name shall be placed on the seniority list and his/her seniority shall then date from the employee's original hire date with the Company.

Section 6. Any member of the Union acting in a representative capacity for the Union, which necessitates his/her absence from employment in carrying on activities only for said Union Local 22, shall be considered on leave of absence and shall retain any accumulated seniority rights. It is understood between the parties that when an employee is on such leave of absence their current job shall be considered vacant and will be posted as per Article 4, Section 11. Upon return from such leave of absence, said employee shall displace the junior full-time employee in the plant. Notice of such leave of absence is to be given to the Company at least one (1) month (thirty {30} days) in advance. Not more than one (1) employee at one time shall be granted such leave, provided Union Local 22 shall be permitted to have two (2) employees on leave of absence at the same time to attend Union conventions, which leave shall not exceed ten (10) days total for both employees in any calendar year.

Section 7. All employees who are called for military service, or are drafted for civilian duty by the government of the United States shall be given a leave of absence and retain all privileges in accordance with federal statutes.

Section 8. Except for leaves of absence because of Union duties, government service or sickness, leaves of absence shall be granted only upon ten (10) days prior notice to the Company and after obtaining the consent of the Company. All requests for leaves of

absence shall be in writing stating the reasons for the leave and the duration. All leaves of absence must be reduced to writing and a copy filed with the Union representatives and the Company.

Section 9. An employee's continuous service shall be broken and will be considered terminated if he or she:

- A. Retires or Quits, or
- B. Is discharged for cause, or
- C. Is laid off for any reason for a period of twelve (12) months, or
- D. Fails to report to work after notification of recall within seventy-two (72) hours*, or
- E. Is absent for twelve (12) months due to illness or injury. Such termination is not automatic, but will be based on individual circumstances of the employee's ability to return to unrestricted work.

*If, within the seventy-two (72) hour period, the employee notifies the Company of good cause for his/her inability to return to work in the time designated, the Company, at its discretion, may extend said seventy-two (72) hour period. Any extension given to an employee shall be in writing.

Section 10. Application of Seniority: Seniority will determine the order of layoff and recall, provided that the employee is qualified to perform the job available. In the case of elimination of any job or classification, the employee who held the eliminated job may choose to replace any other employee of lesser seniority on any job for which said employee with greater seniority is qualified. A Process Support Specialist shall not have super seniority as a result of his/her position and shall be subject to layoff and recall in accordance with his/her seniority date; however, an employee whose job has been eliminated may not bump a Process Support Specialist.

Section 11. Permanent Job Openings. All permanent full-time job openings (vacancies and new positions), excluding Group 1, Process Support Specialist (after one {1} year of seniority in the bargaining unit) and Group 7, Maintenance Mechanic, shall be posted for seventy-two (72) hours. An employee desiring such job shall sign the posted notice within this period. The successful applicant will be chosen on the basis of plant-wide seniority provided the employee has the qualifications for the job. Employees selected to fill vacancies through job posting bulletins or job elimination shall be subject to a qualifying period of forty (40) hours on the job. The Company and the Union may agree to extend the qualifying period not to exceed thirty (30) days. The employee selected to fill the vacancy may be required by the Company to train another employee for the job he/she is vacating. During any qualifying period, the employee shall continue to be paid the wage rate of his/her previous classification. The Company may fill job openings temporarily without regard to seniority rights during the time of the posting or qualifying period until the job is filled. In the event the employee fails to qualify during or at the end of the forty (40) hour qualifying period or any extension thereof, the employee shall return to his/her former position without loss of seniority. Any employee who has bid for and received a new job shall not bid for another job for a period of six (6) months from the date of receiving the new job unless a job is opened for bid which has a higher hourly rate of pay than the new job held by the employee, or unless there is a job up for bid on a different shift which shall be the same job the employee is performing at the time of the bid.

All full-time jobs which are anticipated to be of twenty-six (26) weeks in length that

become open will be posted for bid. The vacancy created by a successful bidder will also be posted under the terms of this Agreement. The sixth and subsequent vacancy shall be assigned by the Company. However, in the event a sixth or subsequent vacancy exists, the Company agrees to post a sheet for such openings, for a period of forty-eight (48) hours, employees who desire to be considered for such openings may sign this sheet. The Company will consider any employee who signs the sheet for the subsequent opening. It is understood that the Company shall retain the sole discretion in selecting the successful candidate, if any, from the sheet.

When the Company recalls a shift, active employees will be given the opportunity to bid on these positions. Any vacancy resulting from filling the recalled shift will be posted as provided in this Section 11. After the bidding process is completed, the resulting vacancies will be offered to employees on layoff in seniority order. A list of available positions will be sent to the laid off when being notified of the recall. Employees will be moved to their bid positions when the recalled shift starts. A Union Representative will be kept informed on the progress of the process.

Section 12. Any employee who voluntarily bids to a lesser paying classification will receive the rate of pay for that classification. In the event the Company eliminates any full-time job, any employee whose full-time job is eliminated and, as a result of exercising the employee's right under this Article the employee assumes a full-time job in the crouton room, the employee shall receive the wage rate of Group 5, Helper 1. When an employee with less than five (5) years is recalled then he/she will receive the rate of pay for the job selected.

Section 13. A successful job bidder will be placed on his/her successful job bid within thirty (30) calendar days.

Section 14. All compensation shall be terminated effective with the employee's last day of work while an employee is on layoff. All insurance coverage and other benefits shall be terminated effective with the last day of the month in which the employee last worked while an employee is on layoff.

ARTICLE 5 **UNION LABEL**

All principal products produced by employees covered by this Agreement may carry the Union label, which shall be procured through the Union office. The Company may use the Union label on principal products. In case this Contract is violated, said label must be returned upon demand of the Union.

ARTICLE 6 **HOLIDAYS**

Section 1. The following shall be recognized as the only holidays referred to in this Article: 1) New Year's Day, 2) Memorial Day, 3) Fourth of July, 4) Labor Day, 5) Thanksgiving Day, and 6) Christmas Day and Veteran's Day if and when made a legal holiday and generally observed as such by the industry. Effective 1/1/02 Martin Luther King Jrs' Birthday will be recognized as an annual floating holiday to be taken during calendar

years for all employees eligible to receive holiday pay. Effective January 1, 2012 Martin Luther King Jr's' Birthday will be recognized as a floating holiday to be taken during the calendar year for all employees on active status on the day the actual holiday is observed and otherwise eligible to receive holiday pay.

Section 2. During the weeks in which each of the above holidays occur, five (5) days or less shall constitute the regular workweek for all regular full-time employees. During a holiday week, overtime shall start after thirty-two (32) hours of work instead of forty (40) hours as in an ordinary week for all employees who qualify for holiday pay. A holiday week is a week in which the holiday occurs. Part-time employees shall not receive any holiday pay unless they worked more than one thousand and forty (1040) hours during the prior calendar year. When the Company determines that it is necessary to work a fifth (5th) day in a holiday week, the Company shall post work requirements for the holiday week one (1) week in advance of the holiday. If the work requirements are not filled on a voluntary basis within forty-eight (48) hours of posting, the Company shall have the right to assign qualified employees in inverse order of seniority to fill the work requirements.

Section 3. During the week in which each of the above holidays occurs, each regular full-time employee covered by this Agreement shall receive eight (8) hours of straight-time pay in addition to his/her weekly earnings. Regular part-time employees who qualify during a holiday week are to receive holiday pay based upon the straight-time hourly rate for one-fourth (1/4) of the hours worked during the holiday week, not to exceed eight (8) hours. To qualify for holiday pay regular full-time and regular part-time employee must have worked their scheduled work day before and after the holiday to qualify for the holiday pay. The foregoing qualifications shall not apply in case of an employee who is absent because of proven illness or an off-the-job injury or other circumstance which is acceptable to the Company, and the employee shall be paid the holiday pay if his/her absence began not more than seven (7) working days before the holiday and did not continue more than seven (7) days after the legal holiday.

Section 4. Employees shall have a personal holiday off, the date to be mutually agreed to by the Company and employee. If no day can be mutually agreed upon between the parties, the Union Steward, employee, Supervisor, and the Human Resource Manager shall meet to attempt to resolve the issue. The personal holiday is to be taken between January 1st and December 31st.

Section 5. If an employee has signed for his/her personal holiday, he/she cannot be bumped off his/her personal holiday within sixty (60) days of that personal holiday.

ARTICLE 7 **VACATIONS**

Section 1. Vacations shall be granted to all regular full-time employees who have one (1) year or more continuous service for the Company as of May 1 of any year. Vacations shall be based on continuous service as follows:

Upon completion of one (1) year of service: one (1) week of vacation.

Upon completion of three (3) years of service: two (2) weeks of vacation.

Upon completion of eight (8) years of service: three (3) weeks of vacation.

Upon completion of fifteen (15) years of service: four (4) weeks of vacation.

Upon completion of twenty-five (25) years of service: five (5) weeks of vacation.

Those regular full-time employees who have worked for the Company for less than one (1) year but for six (6) months or more shall receive pro-rated vacation pay for said period. As of the May 1 vacation period, employees who are between their seventh (7th) and eighth (8th) years of employment and those between their fourteenth (14th) and fifteenth (15th) year, and those between their twenty-fourth (24th) and twenty-fifth (25th) year shall receive their additional vacation pay equal to that proportion of the third (3rd), eighth (8th), fifteenth (15th) or twenty-fifth (25th) year that was worked.

Section 2. Each regular full-time employee who is entitled to a vacation as stated above shall receive forty (40) hours of vacation pay at straight-time hourly rates. Vacations must be taken during each year and shall not be carried over from year to year. If an employee was unable to take his/her vacation because of work requirements as determined by the Company, he/she shall receive the equivalent vacation pay. Vacation has precedent over personal holiday if vacation is signed for.

Section 3. A roster divided in calendar weeks listing employees according to seniority in each department shall be posted prior to December 31 and remain posted until February 28. Employees shall be granted their choice of vacations according to seniority, provided the Company shall determine the number of employees that may be off at any one time as determined by the operational needs of the department. The first posting may select a maximum of three (3) weeks of vacation preference by seniority. The second posting period shall be from February 16 through February 28. During this second posting period, employees by seniority may select from remaining open vacation periods. After the period from February 16 through February 28, seniority shall cease for purposes of vacation selection preference. Any employee who has not scheduled his/her vacation by February 28 may be assigned a vacation period by the Company; however, the Company will take into consideration the employee's request for dates in this regard. The Company will establish the vacation schedule by March 15.

Section 4. Any employee absent from work for one (1) week or more because of sickness may use one (1) week of such time as vacation period if at least one (1) week of vacation is earned and the employee shall receive his/her vacation pay accordingly.

Section 5. The employee who wishes to terminate his/her employment must inform the Company in writing at least three (3) days in advance of the action to be taken. If the employee fails to give three (3) days' notice and worked all scheduled hours, the employee shall lose twenty-four (24) hours of vacation pay. If an employee gives notice as required by this Section, the employee shall receive his/her earned vacation on a pro-rated basis.

Section 6. Part-time employees who worked more than one thousand and forty (1040) hours during the prior calendar year shall be eligible for vacation in accordance with the schedule contained in Section 1 (excluding second paragraph of Section 1), except that only calendar years in which they worked more than one thousand and forty (1040) hours shall count as years of service and a week of vacation pay shall be calculated on the basis of total hours worked during the prior calendar year, divided by fifty-two (52), up to a

maximum of forty (40) hours pay.

ARTICLE 8 **DISCHARGE**

Section 1. The Company will not discharge nor suspend any employee without just cause. A system of verbal and written warning notices will be used to reasonably fit the circumstances of any complaint against an employee with a copy to the employee in writing and a copy of the same to the Union. Any warning notice given will not remain in effect beyond one (1) year from the date the notice was given.

Section 2. Any grievance objecting to the discharge or suspension must be in writing and given to the Company within five (5) calendar days after the discharge or suspension or said grievance shall be null and void and will not be considered under the grievance and arbitration procedure of Article 10.

Section 3. Should any employee who has completed the probationary period feel that he/she has been unjustly dealt with, he/she may request a hearing as to his/her discharge or suspension under the herein-described grievance procedure.

Section 4. Any request for a hearing under the grievance procedure must be made in writing, giving a statement of facts to be presented to management by the steward within five (5) calendar days from the date of discharge or suspension, or such request shall be null and void and will not be arbitrable as a grievance under the grievance and arbitration procedure of this Agreement.

Section 5. In the event it should be determined in grievance or arbitration procedure that the discharge or suspension was not justified, adjustment shall be made in accordance with such terms as may be decided during the herein described grievance and/or arbitration procedure.

ARTICLE 9 **STRIKES AND LOCKOUTS**

Section 1. There shall be no strike, work stoppage, slowdown, picketing, or other work interference or interruption by the Union or any employee, or boycott, or any lockout by the Company, during the term of this Agreement.

Section 2. Violation of this clause by any employee shall be cause for discharge or suspension. The grievance procedure shall be available for any employee discharged or suspended. The Union agrees that it will make reasonable efforts to prevent any such stoppage, slowdown, picketing or strike in violation of this Agreement. Company may presume that the Union authorized such activity unless the Union attempts to terminate any such activity on the part of the employees by using diligent effort to persuade the employees to return to work and by publicly denouncing any such violation.

Section 3. It shall not be a violation of this Agreement for the Union to require its members to refuse to go through or work behind any legal primary picket line sanctioned by the Bakery, Confectionery, Tobacco Workers', and Grain Millers International Union of

America, AFL-CIO; and, it shall not be cause for discharge or disciplinary action for any employee to refuse to go through or work behind any picket line at this or any other Company's place of business.

It is further agreed that the employees covered by this Contract will not respect such authorized strike or picket line until forty-eight (48) hours after the Company has received written notice from Local 22.

Section 4. It is agreed that in the event of any work stoppage during the life of this Agreement, or any re-negotiation thereof, 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 destinations.

Section 5. Nothing in this Agreement shall make it unlawful, or a breach thereof, for the members of the Union employed by the Company to refuse to bake, work on, or produce bakery products which are or will be supplied to any other plant or baking Company where an authorized legal strike or legal lockout exists between such baking Company and its employees, except for goods in process and except for the volume of goods which the Company normally produced for such customer prior to such legal strike or legal lockout. No employee may be dismissed or otherwise penalized for such refusal.

Section 6. Upon termination or expiration of this Agreement, the Union agrees that it shall give the Company twenty-four (24) hours written notice prior to any strike by the Union and the employees of the Company.

ARTICLE 10

GRIEVANCE AND ARBITRATION

Section 1. For the purpose of this Agreement, the term "grievance" means any dispute between the Company and an employee within the unit, or the Company and the Union relating to the interpretation, application, breach or violation of a specific term of this Agreement. The following procedure for settlement of grievances shall be followed:

Step One: Oral Discussion. An employee having a grievance must discuss the matter directly with his/her supervisor and may be accompanied by a shop committeeman or steward in such discussion. Every effort shall be made to settle the grievance immediately.

Step Two: If such grievance cannot be resolved after oral discussion, it shall be reduced to writing and presented by the aggrieved employee and his representative to the plant superintendent within five (5) calendar days after it occurred or became known to the grievant. The superintendent shall give a written answer to the Union representative initiating the grievance within ten (10) calendar days of the time of submission to him/her but, in the absence of such written answer, the grievance shall proceed to Step 3.

Step Three: If such disposition does not satisfactorily resolve the grievance, such grievance shall be submitted to the designated Company representatives who will meet with the Union Committee and a business representative within twenty (20) working days from the termination of the Step Two period. The Company will give the Union its written disposition within five (5) working days of such meeting. All grievance procedure meetings

shall be on employee time.

Step Four: If the grievance has not been resolved through Steps One, Two and Three, the parties may mutually agree to submit the grievance to mediation by the Federal Mediation and Conciliation Service prior to proceeding to arbitration.

Section 2. Arbitration. In the event the grievance has not been settled in any of the foregoing steps, the matter may be appealed to arbitration by either party within five (5) working days of the conclusion of Step Three proceedings or expiration of the time period for all prior steps. In the event the parties have not agreed on the selection of an arbitrator within fifteen (15) days after request for such selection has been made, either party may request that the Federal Mediation and Conciliation Service provide a list of seven (7) arbitrators, from which the Company and the Union shall alternately strike three (3) names each, with the remaining individual to serve as arbitrator. Any fees or expenses of the arbitrator will be borne equally between the parties. The decision of the arbitrator will be final and binding on the parties.

Section 3. No individual employee or member shall have the right to invoke arbitration without the written consent of the Union.

Section 4. Time limits mentioned in this Article are maximum and grievances and disputes shall be settled immediately whenever possible. However, the time limits may be extended by mutual written agreement. Waiver by the Company or the Union of any such time limits in any case shall not constitute a waiver by the Company or the Union of any such time limits or its right to insist on adherence to in any subsequent case. Failure to process a grievance within time requirements of this Article shall constitute a bar to further proceedings.

Section 5. Arbitration shall be limited to a determination of whether the Company or the Union has violated the express terms of this Agreement. The arbitrator shall not have authority to decide any dispute other than whether the Agreement has been violated, and he/she shall not add to, detract from or modify in any way the terms of this Agreement. It is further agreed that nothing in this Article or in this Agreement shall be construed so as to require either the Company or the Union, as a substitute for collective bargaining, to arbitrate a wage rate or to arbitrate any provision proposed for inclusion in a labor agreement in the process of negotiations. The above time limits may be extended, in writing, by mutual agreement between the Union and the Company.

ARTICLE 11 **WAGES**

Section 1. Wages shall be paid by the Company to the employees covered by this Agreement in accordance with the classification schedule attached hereto. Employees shall be paid weekly. When an employee is permanently assigned to work at a lower classified job, he/she shall be paid the rate for the job.

Section 2. It is understood that when an employee works in a job of higher classification, he/she shall receive the pay rate for the job of the higher classification provided the employee has worked a minimum of fifteen (15) minutes in the higher

classification.

Section 3. All employees working between the hours of 6:00 p.m. and 6:00 a.m. shall receive a twenty cents (\$.20) per hour night premium, except that part-time employees shall receive night premium only if they worked more than one thousand and forty (1040) hours during the prior calendar year.

Section 4. Any employee working six (6) or more consecutive hours shall take a thirty (30) minute lunch break on the employee's own time. Any employee working a full shift shall be entitled to two (2) paid ten (10) minute breaks during an eight (8) hour day, divided as equally as possible. An employee shall be entitled to a ten (10) minute break if the employee works a nine (9) hour day. The employee who has worked eleven (11) hours or more in one (1) day shall be entitled to an additional fifteen (15) minute break.

Section 5. Employees who are called in before twelve (12) hours of rest shall be paid at the rate of twice the straight time hourly rate for the hours worked within the twelve (12) hour rest period.

Section 6. Any Maintenance Mechanic personnel called in during off hours shall be entitled to one and one-half (1 ½) hours pay at double straight time pay for any part of one and one-half (1 ½) hours of work required. If more than one and one-half (1 ½) hours of work is required, regular straight or overtime rates shall apply as otherwise set forth in this Contract, except that there shall be no pyramiding of overtime on overtime. It is understood that Maintenance Mechanic may be called in to handle emergency repairs.

Section 7. The rate of pay for any new job classification established during the life of this Agreement shall be negotiated between the parties. However, should no mutual agreement be reached, the matter shall then be submitted to the grievance machinery contained in Article 10.

ARTICLE 12

HOURS OF WORK - OVERTIME

Section 1. Five (5) days, not to exceed eight (8) hours in any one (1) day or forty (40) hours in any one (1) week, shall constitute a week's work. All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be deemed overtime and shall be paid for at the rate of time and one-half (1 ½) the regular rate of pay. There shall be no pyramiding of overtime. Eight (8) hours per day applies to all regular full-time employees who work a full week unless absent by acceptable excuse. Regular full-time employees shall be guaranteed forty (40) hours of work per week. There shall be no pay for time not worked. This guaranteed workweek shall not in any manner guarantee fifty-two (52) weeks of work or pay but shall be applied on a weekly basis and shall not prevent layoff upon notice as provided in this Agreement or discharge for cause in any week.

The above weekly guarantees shall not apply where the employee is not able to work or willing to continue to work or otherwise makes himself/herself unavailable for work as scheduled, or in the case of major mechanical breakdown or where work is not available for a condition beyond the control of the Company. If the guaranteed workweek is reduced or eliminated for reasons above stated, the seniority article for layoff shall be applied to

determine which employees are reduced.

Section 2. Scheduled daily and weekend overtime will be assigned to the senior qualified employee who signs for the available work. If insufficient employees sign for scheduled overtime, the Company may schedule junior qualified employees for said work. Unscheduled or emergency overtime will be assigned to the employee who has been performing the work.

Section 3. No employee shall be called back to work for less than two (2) hours in any one day. Any employee called in after the completion of his/her regular shift shall receive two (2) hours work or pay. If an employee is paid for time not worked under this clause, such pay shall be at straight time. This provision does not apply to Maintenance Mechanics.

Section 4. Each employee shall work the number of hours each day he/she is needed, provided that, except in the case of emergency, no employee shall be required to work in excess of ten (10) hours. Employees will be notified of overtime for that day, by the beginning of the eighth (8th) hour when possible.

Section 5. Double time shall be paid on the seventh (7th) consecutive day of work in the workweek.

Section 6. The day off is to be specified by the Company at least one (1) week in advance. The week, in which a holiday falls, days off will be reassigned by the Company one (1) week in advance.

Section 7. No employee shall be required to work the sixth (6th) consecutive day except in the week prior to Christmas or if less senior qualified employees are not available.

ARTICLE 13 **BEREAVEMENT LEAVE**

In the event of a death in the employee's immediate family, i.e., father, mother, step-father, step-mother sister, brother, dependent children (including current step-children), grandchildren, 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) (days off to be determined by the employee). The Company will grant eight (8) hours pay 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 grandparent, the employee shall receive one (1) working day off with pay (not including scheduled day off)(day off to be determined by the employee). The Company will grant eight (8) hours pay at the straight time hourly rate for such full day lost, but not to exceed a maximum of one (1) full day.

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 14
HEALTH AND WELFARE

Section 1

The Company will provide eligible employees with medical, dental and ancillary benefits as identified below. Full-time employees are defined as eligible. Part-time employees scheduled or expected to work thirty (30) or more hours per week are initially defined as eligible. Following their first twelve months, and each year thereafter, eligibility for part-time employees is measured by looking back at the hours worked over the previous 12-month period. If the part-time employee works an average of thirty (30) hours or more per week over this period, he/she will be eligible for benefits the following calendar year.

For example, a part-time employee who works an average of thirty (30) hours per week during the 12-month look back period conducted in 2021 will be offered coverage for January 1, 2022 through December 31, 2022. Similarly, a part-time employee who fails to work an average of thirty (30) hours or more per week during the 12-month look back period conducted in 2021 will not be offered coverage for the period of January 1, 2022 through December 31, 2022.

It is understood that, when determining whether a part-time employee averaged thirty (30) or more hours per week during the 12-month look-back period, only those weeks worked or paid (i.e. vacation, disability) will be used.

For example, if a part-time employee worked or was paid 26 weeks over the look-back period and averaged thirty (30) or more hours over those 26 weeks, they would qualify to receive benefits the following calendar year.

In another example, a part-time employee worked or was paid 10 weeks over the look-back period and was off work for a certain number of weeks due to an approved disability (i.e. STD, LTD, Worker's Comp). Because the part-time employee averaged thirty (30) or more hours over those 10 weeks, they would qualify to receive benefits the following calendar year.

Except as otherwise stated in this Article, employees are eligible for the identified benefits on the first of the month following sixty (60) days of employment.

Coverage for employees on Family Medical Leave, Short Term Disability, Workers Compensation or Long Term Disability will continue through the period of the leave up to a maximum of twelve (12) months and provided the employee continues to make any required contributions for benefits.

At termination of employment, healthcare benefits (medical and dental insurance) will continue through the last day of the month in which either the employee last worked or the expiration of any of the above leaves of absence. All other benefits terminate on the day immediately following either an employee's last day of work or the expiration of any of the

above leaves of absence.

Section 2 – Medical Plan

During the term of this Agreement, the Company will provide eligible employees with medical benefits. Eligible employees electing medical coverage will be provided benefits in accordance with the P324 medical plan.

Effective January 1, 2019, eligible employees hired prior to September 9, 2017, electing medical coverage will be provided benefits in accordance with the B500 or P324 medical plan at their option.

Eligible employees hired after September 9, 2017, electing medical coverage will be provided benefits in accordance with the B500 medical plan. After five (5) full calendar years of employment, employees will be eligible to enroll in the P324 or B500 beginning January 1 of the following year.

Section 3 – Dental Plan

During the term of this Agreement, the Company will provide eligible employees with dental benefits. Eligible employees electing dental coverage will be provided benefits in accordance with the D210 dental plan.

Section 4 – Medical and Dental Plan Cost Share

Eligible employees electing medical and/or dental coverage shall share in the cost of said coverage in accordance with the following schedule:

	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>
P324/D210					
Employee	\$10.00	\$12.00	\$15.00	\$18.00	\$20.00
Employee + Spouse	\$25.00	\$28.00	\$30.00	\$36.00	\$40.00
Employee + Child(ren)	\$25.00	\$28.00	\$30.00	\$36.00	\$40.00
Employee + Family	\$35.00	\$40.00	\$45.00	\$50.00	\$60.00
B500/D210					
Employee	\$2.00	\$4.00	\$6.00	\$8.00	\$10.00
Employee + Spouse	\$4.00	\$8.00	\$12.00	\$15.00	\$20.00
Employee + Child(ren)	\$4.00	\$8.00	\$12.00	\$15.00	\$20.00
Employee + Family	\$6.00	\$12.00	\$20.00	\$25.00	\$30.00

Said cost share will be deducted on a pre-tax basis through payroll deduction.

Section 5 – Ancillary Benefits

1. Life and Accidental Death & Dismemberment (AD&D)] Insurance
The Company will provide eligible employees with twenty thousand dollars (\$20,000.00) of life and accidental death & dismemberment insurance coverage.

2. Short Term Disability

The Company will provide a short term disability benefit to eligible, qualifying employees of three hundred dollars (\$310) per week. Effective January 1, 2023, the short term disability benefit will increase to three hundred twenty five dollars (\$325) per week. Effective January 1, 2024, the short term disability benefit will increase to three hundred forty dollars (\$340) per week. Effective January 1, 2026, the short term disability benefit will increase to three hundred fifty five dollars (\$355) per week. Effective January 1, 2029, the short term disability benefit will increase to three hundred sixty five dollars (\$365) per week.

Short-term disability insurance is available at no cost to all regular full time employees and payments made in conjunction with this benefit will commence on the first day of a non-work related accident or injury and on the eighth (8th) calendar day for an illness up to a maximum of one hundred eighty (180) calendar days from the last day of work within any rolling twelve (12) month period. Upon approval of STD, available FMLA will run concurrently. A medical release to return to work must be presented to both HR and the plan administrator prior to return to work.

3. Additional Insurance

The Company will provide eligible employees the opportunity to purchase Company sponsored [i.e., optional life, optional AD&D, dependent life (for spouse and child), and/or long term disability] insurance coverage.

Employees electing to purchase said additional coverages will be required to pay the full cost of the premium. Optional benefit offerings and costs are subject to change on an annual basis.

Section 6

The selection of a specific insurance carrier, provider, network or alliance will be at the Company's option and may be changed by the Company during the term of the Agreement.

Notwithstanding the above, the design and benefit levels in the P324, B500 and D210 plans will remain unchanged for the life of the collective bargaining agreement for units falling under this pattern agreement.

Retiree Medical Coverage

Current employees, their spouses and dependent children will be entitled to retiree medical coverage subject to the following conditions. Coverage is available to employees who retire at age sixty-two (62). Employees retiring after January 1, 2020 must have age plus service equal eighty (80) in order to be eligible for coverage unless the employee is eligible for a disability pension under the Fund.

Coverage will be provided in accordance with plan 103927. Participating retirees will be required to pay the COBRA rate for said coverage.

Coverage will cease on the last day of the month in which the retiree reaches age sixty-five

(65) or becomes Medicare eligible. Coverage for the retiree's spouse will cease on the last day of the month in which the spouse reaches age sixty-five (65) or becomes Medicare eligible, or the retiree reaches age sixty-five (65) or becomes Medicare eligible, whichever occurs first. Coverage for dependent children will cease on the last day of the month in which the dependent child reaches age twenty-six (26).

ARTICLE 15 **PENSION FUND**

It is hereby agreed to provide Pension and Retirement Benefits as follows:

Section 1. The Company hereby agrees to be bound as a party by all terms and provisions of the Agreement and Declaration of Trust dated September 11, 1955, as amended, establishing the Bakery, Confectionery and Tobacco Workers' International Pension Fund (hereinafter called the Fund) and said Agreement is made part hereof by reference.

Section 2. Commencing with the 4th day of May, 2020, the Company agrees to make payments to the Bakery and Confectionery Union and Industry International Pension fund for each employee working in job classifications covered by the said Collective Bargaining Agreement as follows:

For each hour or portion thereof, for which an employee, subject to the Collective Bargaining Agreement, receives pay, the Company shall make a contribution of \$3.4720 (Benefit Level \$1,175) to the above-named Pension Fund, up to a maximum of forty (40) hours in any week.

The payments made in accordance with the above shall be allocated as follows:

\$1.55 per hour to provide coverage for a Normal, Reduced, Early Retirement and Disability Pension (PLAN A).

\$0.235 per hour to provide coverage for an Age and Service Pension (GOLDEN NINETY - PLAN C).

\$0.47 per hour to provide coverage for Plan D-4.

\$0.2125 Surcharge Zone

\$1.0045 Schedule Rate

Section 3. 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 Company contribution. The Company hereby affirms that it does not have any arrangement providing for the compulsory retirement of its employees except as specifically set forth herein.

Section 4. It is understood and agreed that the Pension Fund referred to herein shall be such as will qualify for approval by the Internal Revenue Bureau of the United States

Treasury Department, so as to allow the Company an income tax deduction for the contributions paid hereunder.

Section 5. This Article encompasses the sole and total agreement between the Company and the Union with respect to pensions or retirement and is subject in all respects to the provisions of the Labor-Management Relations Act of 1947, as amended, and to any other applicable laws.

ARTICLE 16 **UNION RIGHTS**

Section 1. A representative of the Union shall be permitted to visit the production plant of the Company for the purpose of investigating any matter arising out of the terms of this Agreement, after notifying the designated representative of the Company and obtaining consent. He/she shall not at any time interfere with the employees or interrupt them at their work.

Section 2. A steward or committeeman must have permission from the supervisor in his/her work area to be permitted to leave his/her workstation for the purpose of handling grievances under the Agreement. Time away from their jobs for handling grievances by stewards and committeemen shall be only time reasonably required to process the grievance. In the event any employee desires to engage in any Union business or activity other than handling grievances, which interrupts performance of his/her job, consent shall be obtained from the plant superintendent for time off without pay.

Section 3. There shall be one (1) bulletin board available exclusively for posting Union material. No Union material or notices shall be posted any other place on Company's premises. No Union material shall be posted on Union bulletin board without prior notification to management other than notices of meetings. Notices of meetings may be placed by the time clock. Union board will at all times carry a notice clearly identifying it as the Union's board (for use) and disclaiming Company's responsibility for any matter posted on it.

Section 4. Rank and File organizer leave:

Upon a request made by the President of the International Union or his designee to the Senior Vice President of Human Resources of the Company or his designee, the Company may allow one (1) member from an existing BBU bakery subject to this pattern settlement to be granted a leave of absence (LOA) for a duration of not more than 1 year. By mutual agreement of the aforementioned parties or their designees, the number of members allowed off on such a LOA may be increased.

A LOA under this section shall be for purposes of assisting the International Union or any of its affiliated locals during an organizing drive; provided that organizing drive is with an employer other than BBU and that is a baking industry competitor.

The terms of this provision may be discontinued by either party provided 90 days written notice is given in advance (subject to completion of any LOAs under this provision in progress).

ARTICLE 17
GENERAL CONDITIONS

Section 1. The Company and employees mutually agree to recognize the necessity for promoting health and safety in the industry, and to consider the recommendations of safety, and health suggestions made by the Company or the Employee's Committee and as presented by the shop steward.

Section 2. If physical examination of an employee is required by the Company, such examination shall be at the Company's expense.

Section 3. It is the intent of the Company and the Union that an employee who becomes unable to perform his/her job for reasons of health and has the qualifications, in the opinion of the Company, to perform another job within the bargaining unit, said employee may with the following conditions exercise seniority rights and go into another job. The conditions are:

1. Employee has a written letter from a licensed doctor attesting to physical impairment.
2. The Company and the Union agree that the employee is qualified physically and mentally to perform a different job with the training time as afforded in the seniority Article.
3. The health impairment has occurred after the employee is a full-time employee and was not present when the employee was hired.

Section 4. The Company will provide employees with uniforms that must be worn at all times in the bakery operations. The Company will pay the cost associated with providing and laundering uniforms, except for those lost; destroyed beyond ordinary wear and tear; or those not returned upon separation from the Company.

Bimbo Baking Companies – USA approved safety shoes are required to safeguard employees' wellbeing at work. Employees will be fully reimbursed for their first pair of safety shoes. New hires will be reimbursed after successful completion of their probationary period. Each calendar year thereafter, employees will be reimbursed up to one hundred fifty dollars (\$150) for the cost of approved safety shoes. Effective January 1, 2023, employees may elect not to utilize the calendar year's shoe allowance and instead roll over the full amount of one hundred and fifty dollars (\$150) into the next calendar year, for a maximum shoe allowance of three hundred dollars (\$300) to utilize in the next calendar year. For example, an employee who does not purchase a pair of safety shoes in 2023 shall have available three hundred dollars (\$300) in 2024. If unused again in 2024, the employee shall have three hundred dollars (\$300) available in 2025. If used in 2024, the employee shall have an allowance of one hundred fifty dollars (\$150) available in 2025. There shall be no partial carryovers. Refer to Company policy.

Section 5. Production and Maintenance Mechanic work shall not be performed by persons excluded from the bargaining unit except for the purpose of instructing

employees, demonstrating proper methods and procedures of performing work operations, development or experimentation with production methods or operations, engineering maintenance work, and in case of emergency or incidental work which does not reduce work time or overtime opportunities of employees in the unit. Neither this provision nor any other provision in this Agreement shall in any way prevent or limit the Company's right to transfer production of products from this plant to elsewhere; it is understood that the Company has the unlimited right to do so.

Section 6. When an employee is injured on the job and requires medical care at a hospital or physician's office and must be off the job for the balance of his/her shift, he/she shall not suffer loss of his/her regular pay for that day. If the employee requires future treatment which cannot be obtained except during his/her regular working time, he/she shall not be required to punch out for the time required. This applies to a scheduled appointment with the doctor and the appointment could not be obtained except during his/her schedule and work shift.

Section 7. Any employee shall be allowed to finish the job he/she is working on except when it is necessary that the employee be assigned to another job to maintain an efficient and orderly production operation and for no other reason. This clause shall be subject to the grievance procedure.

Section 8. If the starting time of any regular full-time job except vacation relief is changed by four (4) hours or more on two (2) or more days during a week, or if two of the employee's days off are changes, the employee who held that job may bump any other employee of lesser seniority for any job for which the employee with seniority is qualified. The employee exercising his bumping rights will assume the current work schedule and days off of the employee being bumped. Once bumping rights are established, these bumping rights must be exercised within five (5) calendar days from the date the bumping rights were established. For the purposes of this Section, the changes to the work schedule leading to bumping rights are changes to the employee's schedule from the time the job was bid.

Section 9. The present one (1) week pay period policy shall continue provided that upon two (2) months written notice to the Union and the employees, the Company shall have the right to put into effect a two (2) week pay period program.

Section 10: Effective January 1, 2023, all employees shall be paid via the Company's direct deposit program.

Section 11. Neither the Company nor the Union shall discriminate against any individual because of race, religion, color, age, sex, sexual preference, disability, national origin, or veteran status with respect to opportunity for tenure of employment, or any other right, benefit, duty or obligation created and/or protected by the provisions of this Agreement.

Whenever, in this labor agreement, "man", "men", or their related pronouns may appear, either as words or as parts of words, they have been used for literary purposes and are meant in their generic sense (i.e., to include all humankind - both female and male sexes).

Section 12. The Company agrees to give the Union written notice of anyone

exercising their bumping rights and of anyone affected by such exercise. Also, upon the hiring of any new employee, the Company shall render to the Union the new employee's name, starting date and term of hiring. Such notices will be given within one (1) week.

Section 13. The Company agrees to pay up to a maximum of eight (8) hours per year for stewards training (maximum of two (2) stewards).

ARTICLE 18 **SUCCESSOR CLAUSE**

In the event the establishment covered by this Agreement is sold to another party during the term of this Agreement, the seller agrees to notify the Union of such sale and will also inform the purchaser in writing of the existence of this Agreement.

ARTICLE 19 **SUBCONTRACTING**

The Company shall have the right to subcontract provided the purpose of subcontracting is not to deprive the Union of its majority status, or its sole purpose is to eliminate employees.

ARTICLE 20 **JURY DUTY**

If an employee is selected for jury duty, he/she shall be paid the difference between jury duty pay and regular pay, not to exceed eight (8) hours straight time for each day for up to ten (10) days per year.

Travel time pay and allowance is not to be included in the above jury duty pay.

Any employee who is scheduled for night shift work and is called upon for jury duty service will be excused from work that night.

The Company may require satisfactory evidence of jury duty pay by the employee.

ARTICLE 21 **NEW HIRES**

Section 1. New hires shall receive eighty percent (80%) of the classification on the job in which they are working for their first one thousand and forty (1040) hours worked, then ninety percent (90%) of the classification for the next one thousand and forty (1040) hours. Thereafter, they shall receive the rate of pay for the classification worked. If an employee is laid off and returns to work within one (1) year of their layoff, they shall not have to repeat the new hire progression clause.

Section 2. The Company may reduce full-time positions to part-time. If the Company does so, an employee in such a position shall have the option of exercising his/her seniority and bumping a less senior employee in accordance with the layoff provisions of this Agreement or retaining his/her position and becoming a part-time employee.

ARTICLE 22
CLASSIFICATION AND WAGES

See, Wage Schedule appended to end of agreement.

ARTICLE 23
SUBSTANCE ABUSE LANGUAGE

The Company and the Union have adopted a Substance Abuse Policy that is incorporated herein by reference.

ARTICLE 24
POST ACCIDENT DRUG AND ALCOHOL TESTING

The Company and the Union have adopted the Post Accident Drug and Alcohol Testing of Hourly Employees that is incorporated herein by reference.

ARTICLE 25
FMLA

Any violation either of the Family and Medical Leave Act or of any state laws relating to family and medical leave shall be subject to the grievance and arbitration provisions of this Agreement. Any remedies provided for in those laws as well as any remedies applicable to any other violation of this Agreement shall be applicable to any violation of such laws.

ARTICLE 26
TECHNOLOGY CHANGE

The BCTGM and the Company recognize that compelling competitive conditions affecting a specific facility may require changes in production processes, machinery and work methods. The Company agrees to notify the Union at the earliest possible time of any plans to make substantial changes in existing production processes, machinery or work methods and to provide no less than sixty (60) days advance notice.

The Company agrees to meet in an attempt to resolve any issues regarding any proposed changes in, or impact on, union jurisdiction, employees' job classifications, rates of pay, workload, job training, job elimination and the procedure for awarding newly created bargaining unit jobs.

The Company further agrees to provide reasonable and appropriate training and retraining necessary to perform bargaining unit work on new equipment, including any newly created unit jobs, or to perform other work to which they might be reassigned or transferred. The Company further agrees to negotiate with the Union the design and delivery of training programs.

The parties further agree to recognize seniority requirements under each local

agreement in the selection of employees for training, retraining and job assignments.

ARTICLE 27
ADA

This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans With Disabilities Act (ADA). In the event a proposed accommodation will conflict with an express provision of this Agreement, the parties, at either's request, shall meet to discuss the proposed accommodation.

The parties agree that any accommodation made by the Company and/or the Union with respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

ARTICLE 28
SEVERANCE

Section 1. **Eligibility.** Each full-time employee who is permanently displaced from his/her employment by reasons of the closing of an entire plant shall be compensated for such displacement provided he/she has been actively employed by the Company for a period of at least three (3) years.

Section 2. **Amount.** An eligible employee's compensation for his/her displacement shall be on the basis of thirty (30) hours of severance pay, at his/her straight-time hourly rate, for each full year, or major portion thereof, of his/her active employment commencing with the fourth (4th) year following his/her most recent date of hire. Payment under this formula shall be limited to a maximum of six hundred (600) hours of severance pay.

Section 3. The above-described severance pay will not be paid for:

- (a) Any employee who is offered employment with the Company at the same location.
- (b) Any employee who accepts a job with the Company at any location.
- (c) Any employee who voluntarily quits or is discharged for cause, before he is separated from his employment by the Company.
- (d) Any employee accepting severance pay shall forfeit and cease to have any seniority and recall rights as provided for in this Agreement.
- (e) Any employee re-employed after receiving severance pay shall be considered a new employee from the date of re-employment.

Section 4. In the event an eligible employee wishes to remain on the plant seniority list for the purpose of possible recall, he may elect to defer acceptance of this severance pay for a period of twelve (12) months. At any time during such period of twelve (12) months, however, he may request this severance pay and his right of recall and seniority shall terminate as of that date. If an employee has not been recalled by the end of such

period, he shall be paid his severance pay and his right of recall and seniority shall terminate as of that date.

ARTICLE 29
TERM OF AGREEMENT

THIS AGREEMENT shall be effective as of **May 8, 2022**, and shall remain in full force and effect through and including **May 12, 2029**, inclusive, and shall automatically renew itself from year to year thereafter unless sixty (60) days, and not more than ninety (90) days before the termination date or any anniversary thereof, either party serves written notice to the other party of a desire to amend, add to or terminate this Agreement.

BIMBO BAKERIES USA, INC
a Delaware corporation operating in
LaCrosse, Wisconsin

BAKERY, CONFECTIONERY,
TOBACCO, WORKERS' AND GRAIN
MILLERS UNION, LOCAL NO. 22.

By: Eva Kaszuba

By: Worley BGG

Dated: 9/12/22

Dated: 9-12-22

	5/1/2022	(1st Sunday Following Ratification of CBA)	(Within 6 Weeks After Ratification of Addendum)	4/30/2023	5/5/2024	5/4/2025	5/3/2026	5/2/2027	4/30/2028
Wage Increases	\$0.500	*	\$1.750	\$0.450	\$0.450	\$0.400	\$0.400	\$0.500	\$0.500
Group 1									
Process Support Specialist	\$22.265		\$24.015	\$24.465	\$24.915	\$25.315	\$25.715	\$26.215	\$26.715
Group 2									
Mixer	\$21.755		\$23.505	\$23.955	\$24.405	\$24.805	\$25.205	\$25.705	\$26.205
Receiving Clerk	\$21.755		\$23.505	\$23.955	\$24.405	\$24.805	\$25.205	\$25.705	\$26.205
Group 3									
Machine Operator	\$21.545		\$23.295	\$23.745	\$24.195	\$24.595	\$24.995	\$25.495	\$25.995
Shredder/Slicer Operator	\$21.545		\$23.295	\$23.745	\$24.195	\$24.595	\$24.995	\$25.495	\$25.995
Box Maker & Liner	\$21.545		\$23.295	\$23.745	\$24.195	\$24.595	\$24.995	\$25.495	\$25.995
Haysenn Operator	\$21.545		\$23.295	\$23.745	\$24.195	\$24.595	\$24.995	\$25.495	\$25.995
Trayer	\$21.545		\$23.295	\$23.745	\$24.195	\$24.595	\$24.995	\$25.495	\$25.995
Untrayer	\$21.545		\$23.295	\$23.745	\$24.195	\$24.595	\$24.995	\$25.495	\$25.995
Forklift Driver	\$21.545		\$23.295	\$23.745	\$24.195	\$24.595	\$24.995	\$25.495	\$25.995
Group 4									
Pan Setter	\$21.385		\$23.135	\$23.585	\$24.035	\$24.435	\$24.835	\$25.335	\$25.835
Group 5									
Sanitation Worker	\$21.135		\$22.885	\$23.335	\$23.785	\$24.185	\$24.585	\$25.085	\$25.585
Helper 1	\$21.135		\$22.885	\$23.335	\$23.785	\$24.185	\$24.585	\$25.085	\$25.585
Vacation Relief	\$21.135		\$22.885	\$23.335	\$23.785	\$24.185	\$24.585	\$25.085	\$25.585
Group 6									
Crouton	\$18.805		\$20.555	\$21.005	\$21.455	\$21.855	\$22.255	\$22.755	\$23.255
Helper 2	\$18.805		\$20.555	\$21.005	\$21.455	\$21.855	\$22.255	\$22.755	\$23.255
New Hires	\$18.805		\$20.555	\$21.005	\$21.455	\$21.855	\$22.255	\$22.755	\$23.255
Group 7									
Maintenance Mech I	\$22.655		\$24.405	\$24.855	\$25.305	\$25.705	\$26.105	\$26.605	\$27.105
Maintenance Mech II	\$26.015		\$27.765	\$28.215	\$28.665	\$29.065	\$29.465	\$29.965	\$30.465
Mech Support Special	\$26.265		\$28.015	\$28.465	\$28.915	\$29.315	\$29.715	\$30.215	\$30.715
Master Maintenance Technician		\$37.000		\$37.450	\$37.900	\$38.300	\$38.700	\$39.200	\$39.700
Maintenance Technician A		\$34.000		\$34.450	\$34.900	\$35.300	\$35.700	\$36.200	\$36.700
Maintenance Technician B		\$31.000		\$31.450	\$31.900	\$32.300	\$32.700	\$33.200	\$33.700
Maintenance Technician C		\$29.000		\$29.450	\$29.900	\$30.300	\$30.700	\$31.200	\$31.700
Apprentice		\$23.000		\$23.450	\$23.900	\$24.300	\$24.700	\$25.200	\$25.700

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into by and between Bimbo Bakeries USA (the "Company") and BCTGM Local No. 22 (the "Union").

The Company and the Union hereby agree to this Letter of Understanding modifying the collective bargaining agreement (CBA #4005-11) between the Company and the Union, dated May 8, 2022 through May 12, 2029 (the "CBA").

Effective not later than one hundred (100) days following the execution of this agreement, the Company will implement the Dupont Maintenance Training Program or similar BBU Corporate approved training program as outlined below.

Effective 1st Sunday following the execution of this Agreement, Maintenance Technicians will be re-classified and paid as follows.

<u>Classification</u>	<i>1st Sunday following ratification</i>	<u>4/30/23</u>	<u>5/5/24</u>	<u>5/4/25</u>	<u>5/3/26</u>	<u>5/2/27</u>	<u>4/30/28</u>
Master Maintenance Technician	\$37.00	\$37.45	\$37.90	\$38.30	\$38.70	\$39.20	\$39.70
Maintenance Technician Level A	\$34.00	\$34.45	\$34.90	\$35.30	\$35.70	\$36.20	\$36.70
Maintenance Technician Level B	\$31.00	\$31.45	\$31.90	\$32.30	\$32.70	\$33.20	\$33.70
Maintenance Technician Level C	\$29.00	\$29.45	\$29.90	\$30.30	\$30.70	\$31.20	\$31.70
Maintenance Apprentice	\$23.00	\$23.45	\$23.90	\$24.30	\$24.70	\$25.20	\$25.70

All Maintenance Associates currently employed and hired before the date of execution of this agreement shall be placed into the program unless they submit a written statement of intent to opt-out of the program within fifteen (15) calendar days of the execution of this agreement. The Company agrees to provide said opt-out forms to all current Maintenance Associates within five (5) calendar days of execution of this agreement. Associates who do not submit a written statement of intent to opt-out within fifteen (15) calendar days of the execution of this agreement shall be placed into the program and shall not be permitted to opt out of the program any time thereafter. Maintenance Associates enrolled in the program shall be reclassified per the attached. It is understood that an associate who opts out of the program shall remain in their original classification and corresponding wage rate, and permanently waives their right to participate in this program.

Associates hired on or after the date of execution of this agreement shall be automatically placed into the program, with no option to opt out.

Maintenance Technician Training Program

There shall be one Training Coordinator assigned by the Company to oversee the program and to ensure that all employees are being given the opportunity to advance through the Maintenance Technician Training program.

- 1) All current employees in other departments who express interest for the entry level Maintenance Apprentice job will be interviewed for consideration. Of those who are considered, the Company will select the successful candidate by qualifications, experience, aptitude, and seniority. Where two or more employees are relatively equal, the senior employee will be selected. Apprentices shall be provided up to nine (9)

months to progress to the Maintenance Technician Level C. If unsuccessful, an employee removed from the program may seek placement to another position in the bakery and the employee can exercise his/her bidding rights immediately. The Company shall determine how many apprentices will be in the program and the specific work schedule and shift assignment.

- 2) It is understood that the Company may continue to hire directly from the outside to fill openings in the department as needed at any time.
- 3) The Company will schedule all computer-based training, study time, and hands on demonstration course work during an employee's regular hours of work, while relieving the employee of all other job duties during such time. All training, computer based, hands on demonstrations, and course study time will be done on paid Company time. For existing Maintenance Technicians there shall be a minimum of one (1) hour per week. For Apprentices, there shall be a minimum of four (4) hours per week.
- 4) Applicable maintenance and vocational related classes taken voluntarily outside the training program may be taken on the employee's unpaid time. The cost of the class or vocational training will be reimbursed by the Company in accordance with the Company's tuition reimbursement policy in place at that time.
- 5) For purposes of bumping and bidding within the Maintenance Department, Maintenance Department seniority shall supersede plant seniority.
- 6) The Company and the Union agree that for the duration of the Agreement, the criteria for advancement through the Maintenance Levels will be in accordance with the following:

Master Technician

- Possess all of skills required for an A Mechanic.
- Proficient and responsible for all PLC programming, editing, and documentation.
- Proficient and responsible for all MMI/PanelView programming, editing, and documentation.
- CMMS Expert.
- Demonstrate the ability to lead Maintenance Teams in absence of salaried supervisors.
- Demonstrate the ability to lead and train team members on PMO/ECP/TTR projects.
- Ability to conduct and lead RCPS/Failure Analysis.
- Demonstrate the ability to perform predictive maintenance (Ultrasonic Leak Detection, Thermography, and Vibration Analysis).
- Ability to secure and adhere to BBU Policies.
- Demonstrate the ability to lead major maintenance or overhauls.
- Troubleshoot Industrial Networks/Remote I/O.
- Provide expertise using RSLogix 5000, Factory Talk Studio, and other Rockwell Automation software packages.
- Provide support for the manufacturing Ethernet network and act as a liaison between plant personnel and corporate IT.
- Demonstrate the ability to train and teach electrical (AC/DC) and mechanical skills.
- Demonstrate the ability to troubleshoot, maintain and repair Steam/Humidification circuits.

- Demonstrate the ability to troubleshoot, maintain and replace VFDs, Servomotors and PLC components.
- Ability to conduct and lead RCPS/Failure Analysis.
- Demonstrates the ability to work the shift without supervision.
- Work closely with production supervisors to provide effective controls support
- Promote a strong teamwork environment.

Technician Level A

- Possess all skills required for a B Mechanic.
- Demonstrate the ability to weld.
- Demonstrate the ability to interpret PLCs.
- Demonstrate the ability to troubleshoot PLCs using ladder logic diagrams.
- Demonstrate the ability to train and teach electrical (AC/DC) and mechanical skills.
- Demonstrate the ability to troubleshoot, maintain and repair Steam/Humidification circuits.
- Demonstrate the ability to troubleshoot, maintain and replace VFDs and PLC components.
- Demonstrate the ability to troubleshoot and replace Servomotors.
- Ability to conduct and lead RCPS/Failure Analysis.
- Able to train on (3 areas of) bakery specific equipment (determined by bakery).
- Demonstrates the ability to work the shift without supervision.
- Demonstrate successful communications, collaboration, time management, strategic thinking, leadership, conflict resolution, meeting facilitation, trainer, organizational, continuous improvement coachability, customer service and ownership skills.

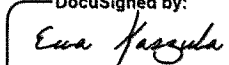
Technician Level B

- Possess all skills required for a C Mechanic.
- Ability to read and interpret electrical prints/drawings.
- Demonstrate the ability to troubleshoot and repair electromechanical circuits.
- Demonstrate the ability to identify, maintain, troubleshoot and repair power transmissions and pumps.
- Demonstrate the ability to identify, maintain, troubleshoot and replace electrical motors and electrical motor controls.
- Demonstrate the ability to troubleshoot, maintain/operate boilers, compressors and generators.
- Ability to train on the basic utilization of the CMMS.
- Demonstrate the ability to troubleshoot, maintain, repair and tune combustion circuits.
- Able to train on (2 areas of) bakery specific equipment (determined by bakery).
- Ability to identify and record data for KPIs of the maintenance department.
- Hot Work: Welding, Cutting, Grinding, Brazing, Soldering, etc.

Technician Level C

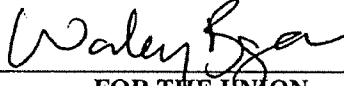
- Ability to read and interpret mechanical prints/drawings.
- Ability to identify and use hand tools and measuring tools for mechanical repair.
- Demonstrate the ability to use grinder, drill press, band saw, etc. (Shop Tools).
- Demonstrate the ability to identify and correctly disposition chemicals and lubricants in mechanical PM and repair.

- Demonstrate the ability to identify, maintain, troubleshoot and install all types of bearings, drive chains/sprockets and drive belts/sheaves.
 - Demonstrate the ability identify, maintain, troubleshoot and correctly install clutches, couplings and torque devices.
 - Demonstrate the ability identify, maintain and troubleshoot basic plumbing circuits and compressed air circuits.
 - Demonstrate the ability to identify, maintain, troubleshoot and repair seals, gaskets, conveyors and belting.
 - Ability to process work requests and work orders utilizing the CMMS.
 - Ability to perform inventory counts utilizing the CMMS.
 - Ability to identify potential energy risks and take to a safe/zero energy state.
 - Ability to identify and maintain equipment in a "Food Safe" Condition.
 - Successful completion of all required safety training (LOTO, Forklift, Scissor lift, Hot Work, etc.)
 - Basic Computer Skills
 - Environmental Training as Required.
- 7) All Maintenance Technician employees will be allowed to advance through all levels of training in accordance with the Maintenance Technician Training Program and shall receive the corresponding rate of pay the first pay period after qualifying for each level. Notwithstanding the individual pace of advancement through the program, it is understood training will continue to be part of a maintenance employee's job duties so as to maintain and/or provide the requisite skill(s) needed to perform required maintenance tasks.
- 8) The purpose of this program is to provide every BBU associate the path of advancement towards a mastery of their skills. As such, neither an associate's individual pace of advancement through the program nor his failure to advance through the program shall, by themselves, be subject to discipline. However, where an associate's failure to advance through the program demonstrates a lack of requisite skill to perform required maintenance tasks, or otherwise leads to a usual and ordinary performance issue, such performance issue(s) will be separately identified and will continue to be subject to discipline.

DocuSigned by:


FOR THE COMPANY
7/18/2022

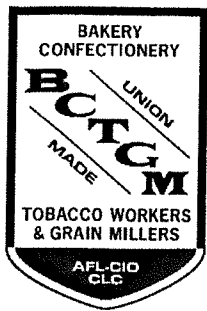
DATE



FOR THE UNION
7-18-22

DATE

<u>Employee Name</u>	<u>Current Job Title</u>	<u>New Job Title</u>	<u>Current Wage Rate</u>	<u>New Wage Rate</u>
Graybar, Robert S.	Maintenance Mechanic 1	Maintenance Technician Level C	\$22.155	\$29.00
Kneesel, Ryan M.	Maintenance Mechanic 1	Maintenance Technician Level C	\$22.155	\$29.00
O'Heron, Adam M.	Maintenance Mechanic 2	Maintenance Technician Level C	\$25.515	\$29.00
Hanson, Rick D.	Maintenance Mechanic 2	Maintenance Technician Level C	\$25.515	\$29.00
Scarlett, Shawn L.	Maintenance Mechanic 2	Maintenance Technician Level C	\$25.515	\$29.00
Long, Christopher M.	Maintenance Mechanic 2	Maintenance Technician Level C	\$25.515	\$29.00
Thomas, William D.	Mech Support Specialist	Maintenance Technician Level C	\$25.765	\$29.00



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

CHARTERED JANUARY 1, 1973

Telephone: (612) 379-2921

Minneapolis, Minnesota 55414

312 Central Ave. S.E., Suite 590

Fax: (612)379-0473

---ATTENTION---

TO ALL BCTGM LOCAL 22 MEMBERS:

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

We need to know the following:

Name _____ Street Address _____

City _____ State, Zip Code _____

Telephone Number _____

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

Fax it to: 612- 379-0473

Or Email to: jruttonlocal22@integra.net

Thank You,
The Officers of BCTGM Local 22



Stewards

KNOW YOUR RIGHT TO HAVE UNION REPRESENTATION

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

These basic Weingarten rights stem from the Supreme Court decision:

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

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

LOCAL 22 MEMBERS:

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

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

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

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

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

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