

AGREEMENT BETWEEN  
BIMBO BAKERIES USA, INC.  
ROSEVILLE, MN

And



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

FEBRUARY 14, 2021  
THROUGH AND INCLUDING  
FEBRUARY 14, 2026  
**EXTENDED TO FEBRUARY 14, 2028**

## TABLE OF CONTENTS

<u>Article #</u>	<u>Page</u>
1. Union Status .....	2
2. Hours of Work and Overtime Rates .....	4
3. Seniority .....	5
4. Discharge.....	8
5. Holidays.....	8
6. Vacation.....	10
7. Union Label .....	12
8. Union Representation .....	13
9. Working Conditions .....	13
10. Management Rights.....	15
11. Energy Emergency .....	15
12. Wages .....	15
13. Work Week.....	16
14. Arbitration .....	17
15. Strike Policy .....	18
16. Military Service.....	19
17. Non-Discrimination Clause.....	19
18. Health & Welfare .....	19
19. Pension .....	22
20. BCTGM-PAC.....	22
21. Substance Abuse Policy and EAP .....	23
22. Family Medical Leave Act .....	23
23. ADA .....	23
24. Term of Agreement .....	23
Letter of Understanding.....	25
Letter of Understanding.....	26

**AGREEMENT  
BETWEEN**

**BIMBO BAKERIES USA, INC., A DELAWARE CORPORATION, OPERATING IN  
ROSEVILLE, MINNESOTA  
AND  
BAKERY, CONFECTIONERY, TOBACCO WORKERS  
AND GRAIN MILLERS UNION LOCAL 22**

THIS AGREEMENT, effective this 14th day of February, 2021, by and between Bimbo Bakeries USA, Inc., a Delaware corporation, operating in Roseville, Minnesota, by its duly authorized officers thereof, hereinafter referred-to as the Company, and the Bakery, Confectionery, Tobacco Workers and Grain Millers Local 22, of the cities of Minneapolis and St. Paul, Minnesota, affiliated with the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union, AFL-CIO, by its duly authorized representatives thereof, hereinafter referred to as the Union.

WHEREAS, the employees herein have elected to bargain with the Company, for said purpose have affiliated themselves as members of said Union, and have chosen the duly authorized members of said Union to bargain collectively with the Company for wages, hours and working conditions.

Now, therefore, for the purpose of carrying out the intention of the parties, it is mutually agreed as follows:

**ARTICLE 1  
UNION STATUS**

**Section 1.** The Company recognizes the Union as the exclusive bargaining agency of the employees in those classifications covered by this Agreement.

**Section 2.** All present employees who are members of the Union shall remain members of the Union as a condition of employment, and all present employees who are not members of the Union shall become and remain members of the Union on the 31<sup>st</sup> 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 31<sup>st</sup> day after date of hire as a condition of employment for duration of this Agreement.

**Section 3.** Upon proper authorization from the employee, the Company will deduct Union dues and initiation fees.

**Section 3a.** Such initiation fees as designated by the Union shall be deducted by the Company in three (3) consecutive months, of an employee who has worked for the Company for a period of thirty (30) days, the first deduction being that of the first paycheck after thirty (30) days have been completed, and such monies transmitted to an authorized representative of the Union.

**Section 3b.** Dues will be deducted once each month according to Union billing and employee authorization, and will be remitted promptly to the Local Union. In the event the Union directs payment of more than once per month, the parties agree to meet and discuss such change.

**Section 3c.** 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 the Union.

**Section 3d.** The Union agrees to indemnify and save the Company harmless from any and all claims, disputes and actions that may arise through complying with any of the provisions of this 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 deductions or remittances hereunder shall not be considered by the Union as a violation of this Article.

**Section 3e.** Any employee who leaves the employment of the Company for any reason, upon official notification by the Union to the Company, shall have such dues and obligations owed the Union at the time of such separation or leave of absence, deducted from the employee's final paycheck, and such monies shall be transmitted to an authorized representative of the Union.

**Section 3f.** The authorized pay assignment shall be in the following form:

TO \_\_\_\_\_ Company  
DATE HIRED \_\_\_\_\_

Until otherwise requested in writing, you are hereby authorized and directed to deduct from wages earned by me while in your employ, monthly dues, initiation fees and assessments for membership in Bakers' Local 22, AFL-CIO.

The sum shall be deducted only from wages payable to me and shall be remitted to the Financial Secretary of the Local Union by my Company.

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE NO. \_\_\_\_\_  
SOCIAL SECURITY NO. \_\_\_\_\_  
BIRTHDATE \_\_\_\_\_ STARTING RATE OF PAY \_\_\_\_\_  
SIGNATURE \_\_\_\_\_

Contributions or gifts to Bakery, Confectionery, Tobacco Workers and Grain Millers International Union and Local Unions are not deductible as charitable contributions for federal income tax purposes. However, dues and fees may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

**Section 4.** New employees shall be considered on probation for the first sixty (60) calendar days of their employment and shall not be considered as regular employees until they have served their probationary period. Upon request, the probationary period may be extended for an additional thirty (30) days. Probationary employees will be notified of the extension request and the reason for the extension. The Company may layoff or discharge employees without responsibility of rehire during the probationary period.

**Section 5.** The Company 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.

**Section 6.** The Company agrees to allow up to three (3) stewards to be absent up to one (1) day per year for training at the Company's expense (maximum of eight (8) hours straight time pay).

**Section 7.** The Union will provide the Company a dues check-off list with the required deductions and the Company agrees to make such deductions from the employee's wages and remit such deductions to the Union. The Company shall not be held responsible for the deductions made at the direction of the Union. The Company shall add new hires to the check off sheet, or a separate sheet, on which the new hires name, address, phone number, date of hire and wage rate will be placed.

## **ARTICLE 2**

### **HOURS OF WORK AND OVERTIME RATES**

**Section 1.** All regular employees shall be guaranteed forty (40) hours work, or forty (40) hours pay per week, same to be performed in five (5) days or less. In the event of a hardship case in which the Company finds it necessary to change the present five (5) day work week schedule, the Company agrees to notify the Union ten (10) days in advance of such change.

**Section 2.** All time worked in excess of eight (8) hours a day or in excess of forty (40) hours in any one (1) week, whichever is greater, shall be considered overtime and paid for at the rate of one and one-half (1 1/2) times the regular scale of wages. The Company agrees to pay double time for those hours worked after twelve (12) hours daily.

**Section 2a.** Any regular employee working in excess of fifty (50) hours per week shall be paid two (2) times his/her regular rate of pay for all hours worked in excess of such said fifty (50) hours.

**Section 2b.** There shall be no pyramiding of overtime.

**Section 3.** All time worked in excess of five (5) days per week, or time worked on the employee's designated day off, shall be considered overtime and paid for at the rate of one and one-half (1 1/2) times the regular scale of wages, except in the case where an employee has voluntarily elected to use his/her seniority to change to a different shift or different work within the shift which may necessitate six (6) consecutive days of work for that week.

Should an employee be absent on his/her regular scheduled work day, if the work is available, and upon request by the Company, the employee may elect to work on his/her designated day off at straight time pay at the regular rate of pay of such wage classification.

**Section 4.** Any regular employee reporting for work at the start of a regular shift shall be guaranteed seven (7) hours employment, or seven (7) hours pay.

Part-time employees reporting for work shall be guaranteed five (5) hours employment or five (5) hours pay.

In the event of an emergency or an incident beyond Company control, the Company will attempt to notify employees of non-work status; if any employee reports to work during this time or is currently working, the Company will provide either four (4) hours of work or four (4) hours pay.

**Section 5.** A regular employee is anyone who works a full week of forty (40) hours with Management approval, and has completed his/her probationary employment as defined in Article 1, Section 4.

Starting time shall be regular and usual to represent a work day and work week. The Company agrees to post starting time for all regular employees for the entire coming week on or before the completion of the work week for each shift. An employee who has been scheduled for a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of work may be removed with a minimum of twelve (12) hours notice.

**Section 5a.** All regular employees required to start before their regular time shall receive time and one-half (1 ½) for such time.

**Section 5b.** In the event that the starting time of any regular employee(s) is changed by two (2) hours, or more, on three (3) or more days of their normal work week, such employee(s) shall be permitted to exercise seniority over less senior employees, if qualified.

**Section 5c.** In the event of an emergency, 5a and 5b of Article 2, Section 5, shall not apply. Emergency to be defined as an Act of God beyond the control of the Company.

**Section 6.** An employee absent with acceptable excuse who properly and timely notifies the Company of such absence or an employee who is tardy but has an acceptable excuse, shall have no daily guarantee on the day or days such tardiness occurs, but shall not be discriminated against thereafter in the matter of his/her working hours scheduled for the balance of that week.

**Section 7.** All employees shall be paid the rate of the job they are performing, providing no employee shall suffer a loss in pay when performing a lower classification job than their bid job.

### **ARTICLE 3** **SENIORITY**

**Section 1.** A list of employees arranged in the order of their seniority shall be posted in a conspicuous place in each plant. No worker shall be credited with having seniority rights until employees have completed their probationary period, after which their name shall be placed on the

seniority list, and their seniority shall then date from the beginning of the probationary period, as provided in Article I, Section 4.

**Section 1 a.** Employees hired for full-time and regular full-time employees shall not lose full-time seniority for working less than forty (40) hours per week with Management approval.

**Section 1 b.** Part-time seniority shall be based on a part-time date of hire, (the date the individual was hired as a part-timer). The part-time seniority list shall be used for:

- (1) appointment to full-time jobs when open and available;
- (2) layoffs of part-timers when the part-time workforce must be reduced,
- (3) seniority need not be used to determine who is appointed to part-time job openings, however, the Company will assign part-time employees to open part-time jobs based on part-time seniority whenever possible with consideration to available hours.

A full-time and part-time seniority list shall be updated every January 1, and July 1 posted in a conspicuous place, and a copy sent to the Union.

**Section 2.** Employees receiving leave of absence from their Company shall retain and accumulate their seniority rights. The leave of absence must be in writing and shall be made in triplicate; one (1) copy to be retained by the Company, one (1) given to the employee, and one (1) to be submitted on the date of leave to the Union for approval.

**Section 3.** Any member of the Union acting in a representative capacity for the Union which necessitates his/her absence from his/her employment shall be considered to be on leave of absence and shall retain and accumulate seniority rights.

**Section 4.** Employees absent because of illness, injury or some other legitimate reason for a period not to exceed eighteen (18) months shall not lose their positions because of such absences. Absence for said reasons in excess of eighteen (18) months shall result in the termination of employment. Such members, when returning to their employment before twelve (12) months has elapsed, shall retain and accumulate their seniority rights. Employees agree to use their best efforts to give three (3) hours notice when unable to report for work and must give the Company one (1) day's notice before returning to work. Employees absent for thirty (30) days or more must give the Company three (3) day's notice before returning to work. Time lost because of service rendered to the Union, service in the Armed Forces or accident occurring at the place of employment shall not be deducted from an employee's service record in computing vacation eligibility.

**Section 5.** Bidding to all vacancies and new positions created during the term of this Agreement will be made on the basis of plant seniority, and the Company shall post notice for seventy-two (72) hours when such vacancies occur, and the oldest employee in line of seniority signing such posted notice will be given the position, unless such employee is deemed not qualified to fill the job. Such decision is to be made only on the basis of a fair trial of up to five (5) days on the job. Any disqualification in less than five (5) days will be reviewed with the Union, Shop

Steward, employee and Company, before such disqualification; however, the Company and the Union may agree to extend the trial period not to exceed thirty (30) days. Failing to qualify, employees shall retain all their seniority and may return to their' former position. Employees declining promotion, or declining to bid for promotion opportunities shall not lose their seniority but will be prohibited from bidding for a period of twelve (12) months.

An employee who is awarded a bid to higher paying position will receive the appropriate pay for that position upon assuming said position but not later than forty-five (45) days following the date of the award and regardless of whether or not the employee has been placed in the new position.

**Section 5a.** The Company must post all vacancies and new jobs within seven (7) days.

**Section 5b.** Copy of all job postings shall be forwarded to the shift steward as soon as possible after bid is taken down.

**Section 5c.** A maximum of three (3) successful job changes per job opening will be allowed. Subsequent openings will be filled by Management, with preference given to senior qualified employee. Employees receiving posted positions shall be put on that job within two (2) weeks. If this is not possible, the employee shall be told why.

**Section 6.** Any employee shall have the right to transfer into any job that becomes vacant, which pays an equal or lesser hourly wage than the job employee is in prior to such transfer; if such employee can perform the work in the job to which he/she desires to be transferred; provided, that if more than one (1) employee desires to be transferred to the same job, the employee senior in service shall be given preference.

**Section 7.** Bidding of job vacancies and new positions, as provided for in Article 3, Section 5 and 6, will be limited to two (2) successful bids on a rolling twelve (12) month basis.

**Section 8.** Employees whose jobs are abolished or closed down temporarily due to slack in operation, may exercise their plant seniority to displace employees with less plant seniority, if qualified. Each employee so impacted may exercise their seniority to bump one time but there will be no limitation on the total number of bumps resulting from the elimination of jobs.

**Section 9.** In case of layoffs, employees junior in service shall be laid off first, and in the course of re-employment employees senior in service shall be re-employed first. Any change made because of vacations, sickness, and/or leaves of absence shall be considered temporary and shall not change the seniority and/or job status of an employee.

**Section 9a.** Employees laid off in excess of their current employment service period, not to exceed one (1) year, shall be stricken from the seniority list with no obligation on the part of the Company to recall.

**Section 10.** Employees who quit their positions, or who are discharged, if the discharge is found to be justified, shall immediately lose their seniority rights.



**Section 11.** Employees who choose to work part-time when full-time work is available shall forfeit all seniority rights, except as provided for in Section 1b, 2, 3, 4 of this Article. In the event a full-time employee elects to be reduced to part-time status the employee shall be reduced using the employee's last full-time seniority date as the new part-time seniority date.

**Section 12.** Temporary absences caused by sickness and leave of absence will not be considered vacancies until four (4) weeks have elapsed.

**Section 13.** Lead employees shall be chosen by the Company, and all such promotions shall be made on the basis of ability; although the Company agrees to give consideration to seniority status.

**Section 14.** The Company may use the lowest senior qualified full-time person available to fill vacancies due to illness, vacations, or other absences, or temporary job vacancies, providing no qualified part-time employees are available. It must also be understood that when the least senior qualified individual is called to work that employee must have the specified rest period between shifts.

#### **ARTICLE 4** **DISCHARGE**

**Section 1.** No member shall be laid off, or put on a part-time basis after working twelve (12) consecutive full weeks without being given three (3) calendar days previous notice, or pay for same. Employees replacing employees who are out for illness or injury, etc., for less than thirty (30) days shall only be required a one (1) day notice of layoff. No member shall quit his/her position after working twelve (12) consecutive full weeks without giving his/her Company three (3) calendar days notice.

**Section 2.** The Company shall not discharge any member holding seniority rights without just cause. A member discharged shall be informed in writing of the reason at the time of his/her discharge, and a copy thereof shall be sent to the Union. Any objection to any discharge must be made in writing within ten (10) days of the discharge. A member whose discharge is later found unjustified shall be reinstated provided the claim for unjustified discharge has been made within the ten (10) day period.

#### **ARTICLE 5** **HOLIDAYS**

**Section 1.** Holidays under this Agreement shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Four (4) days shall constitute a week's work in any weeks in which such holiday may fall. Should the holiday, as designated by the Company, fall on the employee's day off, it shall then be optional to the Company whether to have such employee be off at some other day during the holiday week, or request employee to work the fifth (5<sup>th</sup>) day at time and one-half (1 ½).

**Section 1a.** If a holiday falls on the fifth (5th) day of a work week, and employee(s) are scheduled to work five (5) days, the scheduled work day prior to the holiday will be considered as the fifth (5th) day, and paid for as such in accordance with the other provisions of the Contract.

**Section 1b.** All work performed on holidays, as enumerated in Article 5, Section 1, shall be paid for at the rate of one and one-half (1 ½) times the regular rate of pay.

**Section 1c.** The holiday shall be defined as a period from 12 o'clock midnight to 12 o'clock midnight the day of the holiday.

**Section 2.** Company agrees to give forty (40) hours pay for thirty-two (32) hours work, or less, during the week in which each of the above holidays occur. All time worked in excess of thirty-two (32) hours during the holiday week shall be paid for at the rate of one and one-half (1 ½) times the regular rate of wages, with the exception of Memorial Day, Fourth of July, and Labor Day. For those holiday weeks, time and one-half (1 ½) shall be paid for all hours worked in excess of thirty-six (36) hours in a week or nine (9) hours in a day.

**Section 3.** To qualify for holiday pay, the employee must be a regular full-time employee, as provided for in Article 2, Section 5, and must be scheduled for work during the week in which a holiday occurs, and must work the last regularly scheduled work day preceding the holiday, the holiday if scheduled and his/her first regularly scheduled work day following the holiday.

**Section 4.** For the purpose of holiday pay, a regular part-time employee who works a four (4) day week during a holiday week shall be considered eligible for holiday pay, in accordance with the above paragraph.

**Section 5.** In a week in which a holiday appears, the Company agrees to give employees one (1) week's notice as to whether or not they are to work on the holiday, or the day preceding the holiday. For any work performed on any other day than the days established by the notice, such work shall be considered overtime and paid for at the rate of two (2) times the regular rate of pay. During a holiday week, an employee who has been scheduled for a fifth (5th) or sixth (6<sup>th</sup>) day may be removed from the schedule with a minimum of twelve (12) hours notice.

**Section 6.** When a holiday appears within an employee's vacation week, the employee receive an additional eight (8) hours straight time pay.

**Section 7.** A special paid birthday holiday will be granted to all employees subject to Article 5, Section 2, 3, and 4 and the following conditions:

**Section 7a.** Employees must have one (1) year's service, or more, on the date of their birthday.

**Section 7b.** If an employee's birthday falls on a scheduled day off, on a designated holiday, or during an employee's scheduled vacation period, eight (8) hours of straight time pay shall be added to his/her pay for that week.

**Section 7c.** If an employee's birthday falls within a holiday week, seven (7) days shall be added to the date of his/her birthday, and that day shall be considered his/her holiday.

**Section 7d.** Where a number of employees' birthdays fall on the same day or in the same week so that production difficulties are involved, the holiday for such employees shall be rescheduled according to seniority.

**Section 7e.** If an employee works instead of observing the birthday holiday, eight (8) hours of straight time pay shall be added to his/her pay for that week, and work performed on such day shall be computed on the basis of a regular work week, as provided in Article 2.

**Section 7f.** In the week in which the employee's birthday falls, and in accordance with the other provisions of the birthday holiday, employee shall have the option of taking his/her birthday off; however, employee shall not have the option of working, unless so requested by the Company. In the event of production problems, and upon request of the Company, employees may work their birthday; however, they shall then have the option of taking that birthday holiday in the week before their birthday or no later than the week after.

**Section 7g.** Employees will be allowed to sign up in January of each year to use their birthday holiday on a day mutually agreed upon. Employees who have a birthday in May, June, July or August shall be the only employees allowed to take their birthday holiday in those months.

## **ARTICLE 6** **VACATION**

**Section 1.** Any employee having completed twelve (12) months of employment with the Company and having worked eighteen hundred (1800) hours during the twelve (12) month period next preceding his/her anniversary date of employment shall receive one (1) weeks vacation pay. Pay shall be computed at the rate of two percent (2%) of the amount as set forth on the employee's Federal W-2 Tax Form for the preceding year.

**Section 2.** Employees shall be granted vacation and vacation pay in accordance with the following schedule:

A minimum of having worked eighteen hundred (1800) hours in the twelve (12) month period next preceding their anniversary date.

One (1) year of employment - one (1) weeks vacation with pay - paid at two percent (2%) of Federal W-2 Tax Form for the preceding year.

Three (3) years of employment - two (2) weeks vacation with pay - paid at four percent (4%) of Federal W-2 Tax Form for the preceding year.

Eight (8) years of employment - three (3) weeks vacation with pay - paid at six percent (6%) of Federal W-2 Tax Form for the preceding year.

Thirteen (13) years of employment - four (4) weeks vacation with pay - paid at eight percent (8%) of Federal W-2 Tax Form for the preceding year.

Twenty-five years of employment - five (5) weeks vacation with pay - paid at ten percent (10%) of Federal W-2 Tax Form for the preceding year.

**Section 3.** Any employee having completed a minimum of twelve (12) months of employment, and who has worked six hundred (600) hours or more, but less than eighteen hundred (1800) hours, shall be entitled to vacation with pay in accordance with the following schedule. Pay shall be computed in accordance with Section 3a.

One (1) year employment - four (4) hours for every 180 hours worked since the anniversary date.

Three (3) years employment - eight (8) hours for every 180 hours worked since the anniversary date.

Eight (8) years employment - twelve (12) hours for every 180 hours worked since the anniversary date.

Thirteen (13) years employment - sixteen (16) hours for every 180 hours worked since the anniversary date.

Twenty-five (25) years employment - twenty (20) hours for every 180 hours worked since the anniversary date.

**Section 3a.** Pay shall be computed by taking the average hourly rate of pay in the first four (4) weeks of the last five (5) weeks immediately preceding said employee's leaving for vacation, and multiplying said average hourly rate of pay by the number of hours of vacation such employee has earned in accordance with the above.

**Section 4.** Employees shall be given their choice of vacation according to seniority in each department. The employee may select up to two (2) weeks of vacation, if earned, in the first selection rotation. Remaining vacation, if any, may be selected in the second vacation rotation after all eligible employees have selected. Company is to give his best efforts to grant vacations between May 1 and November 1. Once an employee's request for time off for vacation has been approved, it cannot be changed unless by mutual agreement of the parties.

Employees eligible for a vacation in excess of two (2) weeks shall be given a choice of taking such vacation in three (3) consecutive weeks from November 2 until April 30, or two (2)

weeks during the vacation period of May 1 through November 1, and the additional weeks between November 2 through April 30.

**Section 5.** A schedule of vacations is required to be posted by January 1. Each employee shall be requested to designate his/her choice for vacation in accordance with his/her seniority status between January 1 and March 31. Failing to carry out the above rule, the employee shall be immediately put at the bottom of the posted vacation schedule.

**Section 6.** Any employee who leaves the service of the Company, regardless of the circumstances under which employee leaves, shall be paid at the time of termination for all vacations earned during the last completed anniversary year.

**Section 7.** Any employee having once qualified for vacation, and who leaves the employment of the Company, regardless of the circumstances under which he/she leaves; except employees who are discharged for just cause, or who quit without having given the Company three (3) days previous notice, and who worked a minimum of six hundred (600) hours since their last anniversary date, shall receive such portion of vacation due him/her on a pro-rata basis.

**Section 8.** Should the Company fail to provide work for employees in accordance with Article 2, Section 1, and such employees are paid for forty (40) hours of work, such forty (40) hours shall be credited to employees work record for vacation purposes.

**Section 9.** In the event that an employee has less than a full weeks vacation pay due, the Company will schedule employee for a full week's vacation with pay to be paid in accordance with the Contract. If the Company requests said employee to return to work during such scheduled vacation week for those remaining hours for which no vacation pay is received, the employee shall have the right to decide whether to return to work that week or not. If the Company so requests the employee return to work during said vacation week, the Company agrees to provide sufficient work to equal the weekly guarantee less any hours for which the employee receives vacation pay that week.

**Section 10.** The vacation period shall be from anniversary date to anniversary date. An employee reaching his/her anniversary date outside of the regular vacation period may take his/her vacation at a time mutually agreed upon.

At the employee's discretion, he or she may split up to one week of unscheduled vacation time into single day increments. All time off shall be requested two (2) weeks prior to usage and approved by a member of management.

## **ARTICLE 7** **UNION LABEL**

**Section 1.** In consideration of the signing of this Agreement, the Union grants the undersigned Company the use of its Union Label to be procured through the office of the Union, the Shop Steward to take care of the Union Labels.

**Section 2.** In case of any violation of the Agreement by the undersigned Company, the Union reserves the right to withdraw the Union Labels for which money will be refunded, and he must also cease to use any wrappers on which appears the imprint of the Label of the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union, AFL-CIO.

## **ARTICLE 8** **UNION REPRESENTATION**

**Section 1.** The authorized representatives of the Union shall be permitted, upon presentation of proper credentials to a member of management, to enter the Company's shop to interview members of the Union on Union business provided there is no disruption to the business as a result of said interviews. The representatives shall also have the privilege of examining pay checks and time cards of any members.

## **ARTICLE 9** **WORKING CONDITIONS**

**Section 1.** No employee shall work a split shift. An unbroken rest period of not less than twelve (12) hours must be allowed to all regular employees during the twenty-four (24) hours in any work day, except on weekends and days before a holiday when not less than ten (10) hours must be allowed. A day off constitutes a twenty-four (24) hour period, plus the aforementioned unbroken rest period. Any employee required to return to work in less time than the rest period prescribed, such time, hours of rest lost, shall be paid for at the rate of straight time in addition to the regular pay. This Section 1., does not apply to vacation relief or part-time employees.

**Section 2.** When the Company requires that employees take a physical examination, the Company will pay the cost of said examination.

**Section 3.** No employee shall be charged for breakage, material damage, or projects damaged.

**Section 4.** All employees shall be paid in full at least once each week. Should the Company desire to change the payroll period, he 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 back employee's wages than the time previously existing.

The Company shall not be allowed to deduct anything except the deductions required by law from paychecks, without the written consent of the employees.

Effective with the first pay period in 2017, all employees will be paid via the Company's direct deposit program. Employees may opt out of the direct deposit program by notifying the Company in writing. All employees must receive a record of their earnings and any and all deductions.

**Section 5.** The Union shall have the right to have a bulletin board on the working premises to post official notices of the Union thereon.

**Section 6.** A proper place must be provided by the Company containing wash bowl, toilet, and soap and, where possible, showers and lockers should be provided.

**Section 7.** The Company agrees to provide the employees uniforms for use while at work. It is agreed that these uniforms remain the property of the Company and that the employee is responsible for their care and condition while in their possession..

**Section 8.** Rest periods twenty (20) minutes each at approximately two (2) hours and six (6) hours into the shift shall be granted to each employee during each work day and be considered as time worked. An additional fifteen (15) minute rest period shall be granted to all employees who work in excess of nine (9) hours in any one (1) day, and additional fifteen (15) minute rest periods will be granted after the completion of every two (2) hours worked after nine (9) hours. Employees shall be required to punch-out and punch-in when taking breaks.

**Section 9.** Funeral leave will be allowed to a regular employee with six (6) months or more employment for such lost time for which employee has been scheduled to work up to three (3) days, eight (8) hours each, for death in employee's immediate family, for making arrangements for funeral and funeral attendance. For funerals out of town requiring travel time, the last day of the leave is to be not later than the day after the funeral. Immediate family shall be current spouse, mother or father, son or daughter, brother or sister, current mother-in-law or current father-in-law; also a maximum of one (1) day shall be allowed for death of employee's grandparents and employee's grandchild.

**Section 10.** Jury Duty Pay -Employees required to report for Jury Duty Service shall be paid the difference between jury duty pay and their regular weekly pay. (Travel allowance shall not be considered as jury duty pay.) Employees so called for jury duty are to report for work when excused from serving any jury duty time. No employee shall be required to work prior to twelve (12) hours of reporting for jury duty.

**Section 11.** Employees in the bargaining unit shall comply with provisions of the National, State and sub-divisions of Government covering safety and health regulations.

**Section 12.** When an employee is injured on the job and such accident is compensable under Workers' Compensation, said employee shall be entitled to full pay not to exceed eight (8) hours at his/her regular straight time hourly rate for the day of the injury, if unable to return to work after emergency treatment.

**Section 13.** Supervisors shall not perform any production work in the bargaining unit, except for the purpose of training employees and in emergencies, such as absences, tardiness and breakdowns. This shall not apply to legitimate owners of the business.

**ARTICLE 10**  
**MANAGEMENT RIGHTS**

The Management of the Company and the direction of its working forces, including, but not limited to the right to hire, suspend or discharge for proper cause, are exclusively the rights of the Company except as these rights may be affected by any of the provisions of this Agreement

**ARTICLE 11**  
**ENERGY EMERGENCY**

It is agreed between the parties that in the event an energy emergency arises, proved by proper authority, which may necessitate the curtailing of production in anyone plant, the Company and Union will meet to discuss the provisions of the Contract in reference to daily and weekly guarantee and layoffs.

**ARTICLE 12**  
**WAGES**

The following schedule of minimum wages shall be paid to employees in the following classifications. Any employee receiving more than the following minimum hourly rates shall not have his/her wage reduced, except where transfer to another classification may become necessary:

	2/13/2022	2/19/2023	2/18/2024	2/16/2025	2/15/2026	2/14/2027
		<u>\$0.60</u>	<u>\$0.60</u>	<u>\$0.55</u>	<u>\$0.50</u>	<u>\$0.50</u>
Lead Person	\$26.89	\$27.49	\$28.09	\$28.64	\$29.14	\$29.64
Mixers	\$25.89	\$26.49	\$27.09	\$27.64	\$28.14	\$28.64
Oven Operators	\$25.89	\$26.49	\$27.09	\$27.64	\$28.14	\$28.64
Machine Operator (Wrap, Moulder, Divider)	\$25.71	\$26.31	\$26.91	\$27.46	\$27.96	\$28.46
Bakery Helper	\$25.24	\$25.84	\$26.44	\$26.99	\$27.49	\$27.99
Sanitation Worker	\$25.14	\$25.74	\$26.34	\$26.89	\$27.39	\$27.89

\*Leads receive an adjustment of seventy-six cents (\$0.76).

Section 1a. New hires will be paid at the rate of eighty percent (80%) of the job rate in the classification in which they are working for the first year of employment, and ninety percent (90%) of the job rate for the second year of employment. After two (2) years they shall be paid the applicable contract rate.



**Section 1c.** Company agrees to pay fifteen cents (\$0.15) per hour above the regular scale of wages for any time worked after 6 p.m. and before 6 a.m.

**Section 1d.** Night shift premiums shall be included on overtime computations.

**Section 1e.** The wage scale for any new job classifications created during the life of this Agreement shall be set forth by the Joint Negotiating Committee; provided that should the Joint Committee fail to agree, the matter shall be referred to Arbitration as provided in Article 14.

### **ARTICLE 13** **WORK WEEK**

**Section 1a.** Any employee who is assigned to a work schedule that does not provide for two (2) consecutive days off shall be credited with one (1) earned work credit share for each Sunday worked under any such non-consecutive day work schedule.

**Section 1b.** Moreover, it is the intention of this Agreement that the Company shall either establish work schedules which provide for consecutive days off, or pay the earned work credit share. The Company agrees notwithstanding the provisions of sub-paragraph 1a above, that consecutive days off shall be a combination of Friday -Saturday, Saturday -Sunday, or Sunday -Monday.

**Section 1c.** It is understood that for the purpose of determining earned work credit shares, an employee's holiday shall be his day off closest to the calendar day on which the Contract holiday falls, and such day shall be considered a day worked.

**Section 2a.** Earned work shares shall have an accrual value of twelve dollars (\$12.00) per share. At the time the total pool of earned work credit shares are distributed to eligible participants, the share value may exceed twelve dollars (\$12.00) per share.

**Section 2b.** The pay for earned work credit as provided for in Section 2a above shall be accrued during the twelve (12) month period ending with the last pay period prior to December 1 of each year.

The earned work credit shares will be modified to provide additional amounts based upon any amount forfeited by employees who terminate their employment for any reason who had less than one (1) year of service. These amounts will be distributed to eligible employees based on the number of shares earned during the year, as provided for in 2b above. The total number of shares accrued by employees will constitute the pooled amount. The value per share will be determined by dividing the pooled amount by the total number of shares accrued by employees eligible for payment on December 15. The value per share will be multiplied by the number of shares accrued by each employee eligible for payment and shall be paid in a lump sum no later than December 15.

**Section 2c.** Payments shall be paid to employees having at least thirty (30) days of service, and who, on December 1 are:

1. Regular full-time employees, or
2. Regular full-time employees who have continued on the payroll as part-time employees, or
3. Part-time employees who became eligible for accruals while working full-time as vacation relief, or otherwise, or
4. Employees on layoff status with right to recall, or
5. Employees who retire prior to December 1, or
6. Employees who have died prior to December 1, or
7. Employees permanently separated prior to December 1, as the result of a plant closing, or
8. Employees with at least one (1) year of service who terminate their employment for any reason prior to December 1, and who do not fall into any of the above categories.
9. Those employees covered under Section 2c, sub-paragraph (4), (5), and (6) shall be paid for at the time of death or the time of termination.

**Section 2d.** If the employee requests, and the Company agrees, the payment may be taken in the form of paid time off.

**Section 3.** It is expressly understood and agreed that:

**Section 3a.** No employee shall have the right to receive any payment for earned work credit shares unless he/she qualifies on December 1 of each year for such payment, in accordance with the provisions of Section 2, a, b and c.

**Section 3b.** The accrual or payment of earned work credit shares will not be included in the computation of any other fringe benefit, including overtime.

**Section 3c.** This Article shall not be construed to require the Company to duplicate payments for Health and Welfare or Pension, for any employee.

In consideration of the above, the Company and the Union shall promptly meet to agree on relief from restrictions on the use of part-time employees or jobbers necessary in the implementation of this Agreement. No change will be made unless mutually agreed upon.

## **ARTICLE 14**

### **GRIEVANCE & ARBITRATION PROCEDURE**

**Section 1.** Any controversy arising over interpretation of, and/or adherence to, the terms and provisions of this Agreement shall be settled by negotiations between the Union, and the Company, using the following steps:

**Step 1:** By conference between the aggrieved employee, the Shop Steward, or both; the Supervisor, within five (5) working days of the occurrence of the grievance.

**Step 2:** The grievance must be reduced to writing and then by conference between the Business Agent of the Union, employee, Shop Steward and Management within ten (10) working days of the occurrence of the grievance. It shall be understood that in cases of discharge the procedure may begin at Step 2 of the procedure.

**Step 3:** In the event such controversy cannot be settled, it may be appealed to Management within seven (7) days of the Step 2 answer and another attempt to resolve the issue will be made as soon as reasonably possible through the use of mediation provided by the Federal Mediation and Conciliation Service. It shall be understood that neither party will be bound by the mediation. If, following mediation, a resolution cannot be reached either party may request, in writing, that the grievance be referred to Arbitration. No individual employee or member of the Union shall have the right to invoke arbitration without the written consent of the Union.

**Step 4:** In the event arbitration is requested, the parties shall endeavor to select an arbitrator by mutual agreement. If the parties are unable to agree upon an arbitrator within seven (7) days, either party may request the Federal Mediation and Conciliation Service to submit a panel of seven (7) persons qualified to serve as arbitrator. The parties shall alternately strike names so that the remaining person is the arbitrator. Only one (1) grievance may be submitted to the arbitrator at a time unless mutually agreed by the parties.

**Section 2.** The fees and the expenses of the arbitrator shall be borne equally by the parties. Either party may request a transcript of the arbitration proceedings, however the parties shall only share in the cost of such transcript if each party desires a copy of the transcript. In the event that only one party requests a transcript that party shall pay the full cost of the transcript and shall not be required to share the transcript with the other party.

**Section 3.** The parties agree that the arbitrator must interpret this Agreement and apply it to the particular case presented to him/her, but he/she shall, however, have no authority to add to, subtract from or in any way modify, the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties.

**Section 4.** By mutual agreement between the Union and the Company the above time limits may be extended. Such request for extension must be made in writing and signed by the parties.

**Section 5.** In order to assure stabilized employment and uninterrupted service, the parties hereto mutually agree that there shall be no lockout, strike, or any other interference with the operation of the business during the life of the Agreement.

## **ARTICLE 15** **STRIKE POLICY**

**Section 1.** It shall not be considered a violation of this Agreement for members of the Union to refuse to walk through a picket line of a struck or locked out plant, in the Twin Cities Metro Area, provided the action is sanctioned by the BCTGMIU and the Local Union, BCTGM Local #22.

It is agreed, however, that any perishable merchandise in the process of manufacture at the time the strike was called will be finished to avoid loss or damage of such merchandise.

**ARTICLE 16**  
**MILITARY SERVICE**

The Company agrees to comply with the provisions of the Military Selective Service Act of 1967, and all amendments thereto.

**ARTICLE 17**  
**NON-DISCRIMINATION CLAUSE**

Both of the parties to this Agreement agree that they will not illegally discriminate against any employee, or prospective employee, because of age, race, sex, sexual orientation, religion, disability, color, national origin, Union activity, handicap or veteran's status.

**ARTICLE 18**  
**HEALTH & 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 twenty-four (24) 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 twenty-four (24) 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 twenty-four (24) 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 twenty-four (24) 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 twenty-four (24) 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 twenty-four (24) 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 twenty-four (24) 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 following sixty (60) calendar 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, medical and dental benefits 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 or B500 medical plan (employee to choose).

Eligible employees hired after June 23<sup>rd</sup>, 2016 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 medical plan 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>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
P324/D210					
Single	\$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					
Single	\$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

A. Life and Accidental Death & Dismemberment (AD&D)] Insurance

The Company will provide eligible employees with \$20,000 (twenty thousand dollars) of life and accidental death & dismemberment insurance coverage.

B. Short Term Disability

For eligible employees as described in Section 1, the Company will provide a short-term disability benefit to qualifying employees of three hundred ten dollars (\$310) per week.

Effective January 1, 2022, the short term disability benefit will increase to three hundred twenty-five dollars (\$325) per week. Effective January 1, 2023, the short term disability benefit will increase to three hundred forty dollars (\$340) per week. Effective January 1, 2025, the short term disability benefit will increase to three hundred fifty-five dollars (\$355) per week.

Short-term disability insurance is available at no cost and payments made in conjunction with this benefit will commence on the first (1<sup>st</sup>) day of a non-work-related accident or injury and on the eighth (8<sup>th</sup>) calendar day for an illness up to a maximum of twenty-six (26) 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.

C. Additional Insurance

The Company will provide employees the opportunity to purchase Company sponsored optional benefits such as vision, optional life and AD&D, dependent life (for spouse and child), and/or long-term disability. Employees electing to purchase said additional benefits 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 agreement.

**ARTICLE 19**  
**PENSION**

Effective March 1, 2020, the Company will contribute to the Minnesota Bakers Union Pension Fund ("the Fund") the sum of two dollar and seventeen cents (\$2.17) per hour for each hour paid (including vacation) for each employee of the Company covered by this Agreement, up to forty (40) hours per week. Payment shall be made quarterly and shall be made within thirty (30) days of the end of each quarter and shall be remitted as designated by the Trustees of the Fund. The Company agrees to increase the contribution to the Fund as follows:

<u>Effective Date</u>	<u>Contribution Rate</u>
March 1, 2021	\$2.27 per hour
March 1, 2022	\$2.37 per hour
March 1, 2023	\$2.47 per hour
March 1, 2024	\$2.57 per hour
March 1, 2025	\$2.67 per hour

The parties hereto agree to be bound by the Agreement and Declaration of the Trust establishing the Fund, together with any amendments to said Trust Agreement and any rules and regulations adopted by the Trustees. In addition, the parties hereby designate as their representatives on the Board of Trustees such Trustees as are named, together with any successors who may be appointed pursuant to said Agreement and Declaration of Trust. The Company agrees to sign a Participation Agreement with the Fund providing for participation in the Fund.

**ARTICLE 20**  
**BCTGM-P AC**

**Section 1.** The Company agrees to provide the voluntary contributions to the Bakery, Confectionery, Tobacco Workers and Grain Miller Political Action Committee upon signed authorization from the contributing employee.

**Section 2.** The Company hereby agrees to honor contribution deduction authorization from its employees who are Union members in the following form:

I hereby authorize the Company to deduct from my pay the sum of \$ \_\_\_\_\_ per week, per month, from my regular paycheck, and to forward that amount to the Bakers' Union, Local 22 Political Committee. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the Bakers' Union Local 22 Committee are not conditions of membership in the Union, or of employment with the Company, and that the Bakers' Union, Local 22 Committee will use the money it receives to make political contributions and expenditures in connection with the federal, state and local elections.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**ARTICLE 21**  
**SUBSTANCE ABUSE POLICY AND EAP**

The parties agree to the EGR Substance Abuse Policy and EAP as presented in the 2004 negotiations, which is incorporated herein by reference.

**ARTICLE 22**  
**FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Any Violation either of the Family 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 law.

**ARTICLE 23**  
**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 24**  
**TERM OF AGREEMENT**


This Agreement to be in force and effect from February 14, 2021, and for a period through and including February 14, 2026, and from year to year thereafter, until a new Agreement (the terms of which shall become retroactive from the above expiration date) has been consummated and signed, or this Agreement, after the above expiration, has, upon notice, been canceled or terminated by the Company or by the Union.

Copies of this Agreement shall be signed in duplicate; one to be kept by the Company and one to be kept by the Union.

Signed this 22<sup>nd</sup> day of March, 2021.



**BIMBO BAKERIES USA,  
INC., A DELAWARE CORPORATION  
OPERATING IN ROSEVILLE, MN**

By: 

Date: 3-22-2021

**BAKERY, CONFECTIONARY, TOBACCO  
WORKERS AND GRAIN MILLER UNION  
LOCAL NO. 22, AFL-CIO**

By: 


Date: 3-24-21

LETTER OF UNDERSTANDING  
LABOR MANAGEMENT COMMITTEE


The undersigned agree during the term of this Agreement to meet at least quarterly through a committee composed of three (3) Union members and a Union Business Agent for the Union and an equal number representing Management to discuss issues of mutual concern to the parties. The Labor Management Committee shall not be used to resolve active grievances.

The parties agree to refer to the Labor Management Committee to review and discuss employee work schedules in an attempt to provide as consistent a working schedule as reasonably possible.

FOR THE UNION:

A handwritten signature in black ink, appearing to read "W. A. [unclear]", written over a horizontal line.

FOR THE COMPANY:


A handwritten signature in black ink, consisting of stylized, overlapping loops, written over a horizontal line.

**LETTER OF UNDERSTANDING**

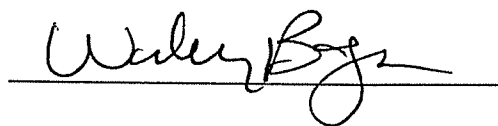
**Roseville Slack in Operations Scheduling**

In cases of a slack in operations, the Company will provide the opportunity to allow a more senior employee, choose to forgo their seniority placement and allow a less senior employee to work at the request of Management, provided both employees are qualified.

FOR THE COMPANY:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the bottom, positioned above a solid horizontal line.

FOR THE UNION:

A handwritten signature in black ink, appearing to read 'Walter Boyd', positioned above a solid horizontal line.



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

CHARTERED JANUARY 1, 1973

Telephone: (612) 379-2921

Minneapolis, Minnesota 55414

312 Central Ave. S.E., Suite 590

Fax: (612)379-0473

---ATTENTION---

TO ALL BCTGM LOCAL 22 MEMBERS:

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

We need to know the following:

Name \_\_\_\_\_ Street Address \_\_\_\_\_

City \_\_\_\_\_ State, Zip Code \_\_\_\_\_

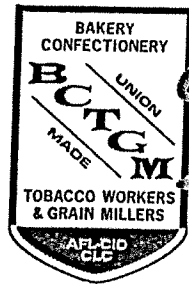
Telephone Number \_\_\_\_\_

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

Fax it to: 612- 379-0473

Or Email to: [jruttenlocal22@integra.net](mailto:jruttenlocal22@integra.net)

Thank You,  
The Officers of BCTGM Local 22



*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.**