

AGREEMENT BETWEEN
BIMBO BAKERIES USA, INC.
SUPERIOR, WI

And



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

MAY 10, 2020
THROUGH AND INCLUDING
MAY 10, 2025
EXTENDED TO MAY 15, 2027

ARTICLE 2
HOURS OF WORK AND OVERTIME

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 week plan, he agrees to notify the Union ten (10) days in advance of such changes.

It is recognized by the Company that a work schedule designed to provide employees with a five (5) consecutive day work week with two (2) consecutive days off is a serious objective of the Union and of the employees it represents; and, therefore, the Company shall take such steps as are practical in its judgment without doing serious harm to its business and thereby the job security of its employees to meet that objective.

A. 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.

B. It is understood that for the purpose of determining earned work credit share, 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.

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

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

E. The earned work credit shares will be modified to provide additional amounts based upon any amounts forfeited by employees who terminate their service. These amounts will be distributed to eligible employees based on the number of shares earned during the year, as provided for in D 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 15th. The value per share will then 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 15th.

F. Payments shall be paid to the employees having at least thirty (30) days of service and who, on December 1st, 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 lay-off status with right of recall; or,
5. Employees who retire prior to December 1st; or,
6. Employees who have died prior to December 1st; or,
7. Employees permanently separated prior to December 1st as a result of a facility closing; or,
8. Employees with at least one (1) year of service who terminate their employment for any reason prior to December 1st and who do not fall into any of the above categories; or,
9. Those employees covered under Section 1F, subparagraph, 5 and 6, shall be paid for at the time of death or the time of termination.
10. Thrift store employees shall be excluded.

G. If the employee request and the Company agrees, the payment may be taken in the form of paid time off.

Section 2. It is expressly understood and agreed that:

A. No employee shall have the right to receive any payment for earned work credit shares unless they qualify on December 1st of each year for such payment, in accordance with the provisions of Section 1C, D, and E.

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

C. The 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.

Section 3. All regularly scheduled part time employees (those whose names appear on posted schedules) shall be guaranteed sixteen (16) hours of work, or sixteen (16) hours of pay per week. When called in, part time employees shall be guaranteed three (3) hours work or three (3) hours pay for each day they are called to work.

Section 4. All time worked in excess of eight (8) hours per 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 ½) times the regular scale of wages.

When there is excessive overtime (over ten (10) hours daily consistently), the Union and the Company are bound to meet to resolve and alleviate the problem.

Section 5. All time worked in excess of five (5) days a week shall be considered as overtime and paid for at the rate of one and one half (1 ½) times the regular scale of wages.

Section 6. If an employee is called to work before their posted shift, time and one half shall be paid for hours worked before their regular starting time; except in case of an emergency caused by act of God.

Section 7. Double time shall be paid for the seventh (7th) consecutive shift in the regular work week.

Section 8. 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; except such minimum rest period requirements shall not be all applicable when a change is made from one (1) shift to another by reason of an employee voluntarily exercising their seniority. Any employee required to report to work in less time than the rest period prescribed shall be paid for such hours of rest lost at the rate of time and one half in addition to the regular pay. Thirty-six (36) consecutive hours off will be granted on the day off.

Section 9. Any full time employee reporting for work at the start of a regular scheduled shift or by being called in to work shall be guaranteed five (5) hours work, or five (5) hours pay.

Section 10. No reduction in wages shall be made if weekly working hours are reduced by a state or federal act.

Section 11. Employees shall be required to punch in and out on the time clock when leaving the facility building, except when leaving on Company business. No employees shall, at any time, punch any time card other than their own.

ARTICLE 3 **SENIORITY**

All questions of seniority shall be decided according to the following rules:

Section 1. All employees hired after May 27, 2016 will be considered probationary for a period of ninety (90) calendar days. During the probationary period, an employee may be discharged for any reason without appeal to the grievance and arbitration procedure. At the end of the probationary period, seniority will revert back to date regular employment began. Where two (2) or more employees are employed on the same date, the exact time of hiring shall form the basis for the beginning of the

seniority record. This shall, in no way, abrogate the right of the Union to demand the immediate discharge of any employee who fails to become a member of the Union within the thirty-one (31) days provided herein.

A list of full time and part time employees arranged in the order of their seniority shall be posted in a conspicuous place in the facility on March 1 and November 1 of each year.

Section 2. The seniority record of an employee shall be terminated only under the following conditions:

1. By a quit;
2. By a discharge for proper cause;
3. By a one-year break in service for any reason except in the case of a leave for a work related injury or illness in which case seniority will terminate after two (2) years on leave;
4. By a transfer from the shop of an Company to another shop owned or operated by the same Company. In cases where the employee requests the transfer, his seniority shall end on the date of transfer. Where the Company requests the transfer, the employee's seniority rights shall hold in his last place of employment for a period of one (1) year.
5. By a refusal to return to work after one (1) week's notice has been given by the Company;
6. By a break of leave of absence or vacation, unless an extension has been granted by the Company and the Union is notified before the date ending such leave or vacation.

Section 3. In the following cases, seniority shall continue to accumulate:

- A. During leaves of absences, provided such leaves do not exceed six (6) months in any one (1) calendar year, unless an extension has been granted by the Company and the Union is notified before the date ending such leave. Leave of absence must be in writing, one (1) copy for the employee, one (1) copy to the Company, and one (1) copy mailed to the Union.
- B. An employee on the seniority list inducted into military service under the provisions of any federal Selective Service Training Act which may be, or become, effective during the life of this contract, or any amendments to said Act hereinafter enacted, or voluntarily enlisting into the military service of these United States in time of war for the duration of the war, or enlisting in the maritime service, will be considered on leave of absence and will accumulate seniority during such service; and, upon termination of such service, will be re-employed in line with his seniority at the then current rate for such work; provided he has not been dishonorably discharged from such service with the United States government and is physically able to do the work available and provided, further, he reports for work within ninety (90)

days of the date he is discharged from such service with the United States government.

- C. Any member of the Union acting in a representative capacity for the Union, which necessitates their absence from their employment shall be considered on leave of absence and shall retain and accumulate seniority rights for a period of three (3) years. Their seniority is valid only for jobs, which they are qualified to perform upon their return to full-time employment with the Company.

Section 4. All vacancies and new positions created during the term of this Agreement will be filled on the basis of seniority, and the Company shall post a notice for seventy-two (72) hours when any vacancies occur, or new positions are created. The oldest employee in line of seniority signing such posted notice will be given the position, if qualified to fill the job, regardless of whether it is a higher or lower, or same pay rate as the position held by such employee; provided that an employee shall not be entitled to more than two (2) transfers in any one (1) year under this provision, except where the transfer is to a higher pay rate job, or where the vacancy occurs because of sickness or death. If the employee is retained on the position for two (2) weeks, he shall be considered qualified and shall receive the scale paid for that position. Fair trial of up to two (2) weeks on the job, and any disqualification in less than two (2) weeks, will be reviewed with the Union, shop steward, employee and Company before such disqualifications. Failing to qualify, employees shall retain all their seniority and may return to their former position. Employees who reject advancement to which their seniority record entitles them shall retain their seniority rights for all other purposes. Foremen 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 5. In case of layoff, employees junior in service shall be laid off first and, in case of re-employment, employees senior in service shall be re-employed first. Any change made because of vacation, sickness and/or leave of absence which is less than six (6) months shall be considered temporary and shall not change the seniority and/or job status of an employee. New employees may not be hired while any member on the facility seniority list is out of work, or on part time. Employees who choose part time work when full time work is available shall forfeit all seniority rights, except those who work less than forty (40) hours per week with Company approval.

Section 6. A person senior in service in years shall have preference on day work. An employee senior in years of service shall have preference on overtime work; provided he is qualified to perform the work required.

Section 7. In the event of a dispute arising out of the foregoing rules, the Union shall appoint one (1) member to meet with the Company and the employees affected. The Union representatives must be employed in the shop in which the grievance arose.

In the event that the dispute is not resolved within seven (7) days, the grievance shall be processed in accordance with the provisions of Article 12.

Section 8. Supervisory employees not included in the bargaining Union under this contract shall not perform work on any hourly rated jobs under this contract, except in the following cases:

- A. Emergencies, such as power failures, floods, etc., where loss of property or material is threatened;
- B. In the instruction of employees;
- C. When a regular employee is not available, or cannot be reached for an assignment.

Section 9. There shall be established two (2) seniority lists; one (1) for full time employees and the other for part time employees.

Full time employees shall have the right to bump any part time employee in the event they are laid off.

Part time employees shall not have the benefit of any guarantee or the benefit of any cost item or item relating to hours of work or wages as contained in this contract, except as specifically provided for herein. However, the Company will not employ part time employees in an effort to eliminate hours of work or payment to full time employees.

Whenever a full time employee bumps a part time employee and works on a part time basis, no guarantee shall apply, nor shall any other cost items be applicable, except as provided herein for part time employees.

Part time employees who become available for permanent full time employment will be given consideration in filling permanent positions on a basis of seniority among themselves and before any new employees are hired. Part time employees will not accrue seniority over full time employees, but will have seniority as far as other part time employees are concerned for the purpose of layoff and re-hire only, subject to the above consideration which must be given in filling permanent positions. Seniority will not apply to the scheduling of hours of work for part time employees.

Where a full time employee can be hired in place of part time employees, this shall be done.

Section 10. 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.

Section 11. 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 4 THIRD PARTY WORKERS

The Company maintains the right to utilize third party help to cover absences due to illness and vacation. Third party help will not be utilized to replace regular bargaining unit employees on a long term basis.

ARTICLE 5 DISCHARGE

Section 1. An employee leaving his position shall give the Union and the Company two (2) working days notice or forfeit two (2) days pay.

Section 2. The Company shall give an employee two (2) working days notice of layoff, or being placed on part time basis or forfeit two (2) days pay.

Section 3. The Company shall not discharge any member holding seniority rights without just cause. A member discharged shall be informed in writing of the reason thereof at the time of discharge, and a copy 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 and paid for all time lost; provided, however, that the claim for unjustified discharge has been made within the ten (10) day period.

Section 4. The Company shall give employees sixty (60) calendar days notice of termination because of a permanent facility shutdown; or, in lieu thereof, pay for the equivalent period of time that the employees would have worked at regular straight time pay for the normal work week.

**ARTICLE 6
HOLIDAYS**

Section 1. Holidays under this Agreement shall be:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas

One (1) additional day off to be granted to individual employees by mutual agreement between the Company and the employees with the employees being given their choice of the additional holiday according to seniority; provided, however, that they select their additional holiday by April 1, or lose their seniority rights as to the choice of the additional holiday. This provision for an additional holiday shall be applicable only to employees after one (1) year of employment.

Section 2. The 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 in the holiday week shall be paid at the rate of one and one half (1 ½) times the regular scale of wages. Any employee who works four (4) days during the holiday week shall be considered eligible for holiday pay regardless of their status.

Section 3. To qualify for holiday pay, the employee must be a regular full time employee 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 on the first regularly scheduled work day following the holiday.

**ARTICLE 7
VACATION**

Section 1. Employees who have worked more than one (1) year shall receive one (1) week vacation with pay.

After three (3) years of service, employees shall receive two (2) weeks vacation with pay.

After eight (8) years of service, employees shall receive three (3) weeks vacation with pay.

After thirteen (13) years of service, employees shall receive four (4) weeks vacation with pay.

After twenty-five (25) years of service, employees shall receive five (5) weeks vacation with pay.

An employee's length of service, for the purpose of computing vacation, shall be determined from the employee's date of hire. Employees who have previous service as part time employees will receive one half (1/2) year of full service credit for each full year of part time work.

Section 2. Vacations shall be taken between April 1st and November 1st, unless a special agreement shall be made between the Company and the employee. Employees shall be given their choice of vacation period according to seniority; provided, however, that they select their vacation period by April 1st, or lose their seniority rights as to choice of vacation time. The number of employees on vacation at any one (1) time shall not be greater than the number that has heretofore been allowed under the established practice at each facility covered by this Agreement.

Section 3. Employees shall be given a choice of taking their vacation in consecutive weeks, or dividing their vacation into weekly periods.

Section 4. An employee who has worked three (3) years or more and whose employment is terminated by voluntary quit or by the Company for any reason other than justifiable discharge for dishonesty, drunkenness, gambling or fighting on duty, possession, use or sale of any controlled substances shall receive vacation pay on a pro-rata basis based upon one-twelfth (1/12) for each month worked since the last anniversary date.

Section 5. Any employee regularly employed on the night shift shall receive the night rate of pay along with their regular vacation pay.

Section 6. Employees taking their vacation in holiday weeks shall be given one (1) extra day of vacation with pay to be taken between November 15th and February 15th, or the employee, at his option, may receive an additional eight (8) hours straight time pay in lieu of an extra day of vacation.

Section 7. Each week of vacation for part-time employees shall be paid by multiplying the employee's current straight-time hourly rate by the average number of hours worked each week in the prior calendar year.

ARTICLE 8 **FUNERAL LEAVE**

In the event of the death of a member of immediate family, an employee shall be granted a leave of absence with pay for the day of the funeral, and the two (2) days immediately preceding the funeral, if the employee is regularly scheduled to work such days. In case of extensive travel (two hundred (200) miles or more one (1) way), the day after the funeral may be used as one (1) of the three (3) funeral days. Immediate family, for the purpose of this Article, shall be defined as follows: father, mother, current mother-in-law, current father-in-law, children, current spouse, brother or sister. In the

event of the death of a grandparent or grandchild of the employee, an employee shall be granted a leave of absence with pay of one (1) day to attend the funeral.

ARTICLE 9
UNION REPRESENTATION

The authorized representatives of the Union shall be permitted, upon presentation of proper credentials, to enter the Company's shop to interview members of the Union on Union matters provided there is no disruption to the operation of the business. The representative shall also have the privilege of examining pay records and time cards of any member after providing such request in writing to a member of management.

ARTICLE 10
UNION LABEL

Section 1. When the Company has signed this Agreement, they will have the right of using the Union label of the Bakery, Confectionery, Tobacco Workers and Grain Millers.

Section 2. The Union reserves the right to advertise and agitate for said label at all times, whether the Company uses same or not. Labels may be had only from the secretary of the Union.

Section 3. In the event the Company violates any of the sections of this Agreement, the Union reserves the right to withdraw all labels on hand and refund the cost of same.

ARTICLE 11
WORKING CONDITIONS

Section 1. A paid lunch period of twenty (20) minutes shall be granted to all employees. It is agreed that the lunch period shall be scheduled as near as possible to the middle of the employee's regular work shift.

Section 2. A fifteen (15) minute rest period shall be granted to all employees who work in excess of eight (8) hours in any one (1) day. For every two (2) hours worked after nine (9) hours, an additional ten (10) minute rest period shall be granted.

Section 3. Time schedule for a work week shall be posted by 8:00 a.m., on the Friday in advance of the work week covered by the schedule, except in cases of an emergency when an employee is unable to report for work, and must be replaced by another employee. Employees unable to work must notify the Company twelve (12) hours prior to their starting time of again being available.

Section 4. No employee shall be charged for breakage, material damage or products damaged, except in cases where willful neglect or malicious intent can be reasonable shown.

Section 5. Employees in the bargaining unit covered by this Agreement shall not be used for the delivery of bread to customers outside of the facility.

Section 6. For any employee required by the Company to wear a uniform, the Company agrees to provide the employee in each case with three (3) 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 7. Non-Discrimination Clause – The Company and the Union agree not to illegally discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, sexual preference, national origin, age, veterans and handicapped.

Section 8. Energy Emergency. It is agreed between the parties that the daily and weekly guarantees will be waived in the event an energy emergency arises, proved by proper authority, which may necessitate the curtailing of the business. In the event of an emergency or an incident beyond the control of the Company, the Company will attempt to notify employees if work is not available. If any employee reports to work because the Company failed to provide notice that work was not available or if any employee is working when the emergency is declared, the Company will provide either four (4) hours of work or four (4) hours pay.

ARTICLE 12 **WAGES**

Section 1. If an employee works four (4) hours or more in any one day in a higher rated classification, that employee shall receive the pay for the higher rated classification for the full day.

Section 2. Work continuing after 6:00 p.m. or beginning before 6:00 a.m. shall be considered as night work and shall receive the night rate of fifteen cents (\$.15) per hour above the regular rate. The foregoing night work pay premium shall be included in the regular rate of pay on which time and one half for overtime is calculated.

Section 3. An employee injured on the job shall receive full pay for the day of the injury (first day), if he is unable to return to work.

Section 4. 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 full year of service, and

ninety percent (90%) of the job rate for the next full year of service. After two (2) years, they shall be paid the applicable contract rate.

Section 5. These provisions shall not apply to any new employee who has been working in the baking industry for at least one (1) year or more within the past two (2) years prior to hiring.

Section 6. Scale of Wages:

Classification	Effective Date <i>* UPDATED IN BACK</i>				
	<u>5/10/20</u>	<u>5/9/21</u>	<u>5/8/22</u>	<u>5/7/23</u>	<u>5/5/24</u>
	<u>(\$0.50)</u>	<u>(\$0.45)</u>	<u>(\$0.45)</u>	<u>(\$0.40)</u>	<u>(\$0.40)</u>
Checker Loader	<u>\$18.89</u>	<u>\$19.34</u>	<u>\$19.79</u>	<u>\$20.19</u>	<u>\$20.59</u>

Section 7. Due to the signing of this Agreement, no employee shall suffer a reduction in their current wage rates unless negotiated by the parties.

Section 8. 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.

ARTICLE 13
GRIEVANCE AND ARBITRATION

Should a dispute arise between an employee and the Company, or between the Union and the Company, as to the meaning and application of the provisions of this Agreement, or as to the compliance of either party with any of its obligations under the Agreement, an effort shall be made to settle such difference under the following procedure:

A. An employee having a grievance may first attempt to settle the matter directly with his immediate supervisor, and has the choice of a shop steward being present.

B. If the grievance has not been previously settled, an employee or the Union if it is the grievant, shall next reduce the grievance to writing, which written grievance shall contain a clear statement of the grievance, including a statement of the specific provisions of the Agreement that are alleged to have been violated, the relief desired, and the name of the employee or employees for whom the grievance is being submitted, if an employee grievance. A copy of the written grievance shall be given to the Company and the Union. The matter shall then be taken up by a representative of the Union and an authorized official of the Company.

C. Any such dispute, difference or grievance which has not been concluded through the above procedure within twenty (20) days after the reduction to writing in the

manner hereinbefore provided may be referred by either party to arbitration. The neutral arbitrator shall be chosen under the following conditions:

Either party may request a panel of five (5) names from the Federal Mediation and Conciliation Service. The neutral arbitrator shall be selected from the list submitted, unless the parties mutually agree otherwise. The selection shall be made by alternately striking four (4) names, the party making the first elimination to be decided by drawing lots. The remaining name shall be the neutral arbitrator.

The decision of the arbitrator shall be final and binding. The expenses involved for the service of the arbitrator shall be borne equally by the Company and the Union.

ARTICLE 14
STRIKE POLICY

Section 1. It shall not be considered a violation of this Agreement for a member of the Union to refuse to walk through a picket line of any struck or locked-out facility when the strike is approved or the lockout is disapproved by the Bakery, Confectionery, Tobacco Workers and Grain Millers.

Section 2. It shall not be considered a breach of this Agreement for the employees working under this Agreement to refuse to produce products for any person, firms or corporation which is involved in a bona fide labor dispute or strike or lockout with any local Union affiliated with the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union.

ARTICLE 15
PENSION

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

- a. 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 and Confectionery Union and Industry International Pension Fund (hereinafter called the Pension Fund) and said Agreement is made part hereof by reference.
- b. Commencing with the Effective Date(s) stated in Paragraph c., the Company agrees to make payments to the Pension Fund for each employee working in job classifications covered by a Collective Bargaining Agreement between the Company and the Union, as follows:

For each hour or portion thereof, which an employee works in a job classification or receives pay in lieu of work (such as holiday, vacation, pro rata vacation, and severance pay), the Company shall make a contribution as stated in Paragraph c. to the Pension Fund up to a maximum of forty (40) hours in any week for any

one employee. (The stated maximum does not apply to pro rata vacation or severance pay.)

Contributions shall be paid from the first day the employee begins working in a job classification covered by the Collective Bargaining Agreement between the Company and the Union, and shall be paid on behalf of all employees in covered job classifications – there are no exceptions for employees who are not members of the Union, temporary, seasonal, or part-time employees, for leased employees, or for any other type of employee. The term “employee” does not include a self-employed person, corporate officer, owner, or partner, as defined in Section 1.09 of the Pension Fund Rules and Regulations.

c. The payments made in accordance with (b) above shall be allocated as follows:

	Effective 12/31/2019 <u>Rate</u>	Effective 12/31/2020 <u>Rate</u>	Effective 02/01/2021 <u>Rate</u>
Plan A	\$1.5500	\$1.5500	\$1.5500
Plan C	\$0.2350	\$0.2350	\$0.2350
Plan CC	\$0.0588	\$0.0588	\$0.0588
Plan D-2	\$0.2350	\$0.2350	\$0.2350
Surcharge Zone	\$0.0978	\$0.0978	\$0.0978
Schedule Rate	<u>\$1.0392</u>	<u>\$1.2000</u>	<u>\$1.3688</u>
Total	\$3.2158	\$3.3766	\$3.5454

	Effective 12/31/2022 <u>Rate</u>	Effective 12/31/2023 <u>Rate</u>	Effective 12/31/2024 <u>Rate</u>
Plan A	\$1.5500	\$1.5500	\$1.5500
Plan C	\$0.2350	\$0.2350	\$0.2350
Plan CC	\$0.0588	\$0.0588	\$0.0588
Plan D-2	\$0.2350	\$0.2350	\$0.2350
Surcharge Zone	\$0.0978	\$0.0978	\$0.0978
Schedule Rate	<u>\$1.5461</u>	<u>\$1.7322</u>	<u>\$1.9277</u>
Total	\$3.7227	\$3.9088	\$4.1043

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

- e. Contributions provided for herein shall be paid monthly and shall be accompanied by a completed remittance report. Both payment and report are due on the tenth day of the month following the month covered by the report. In the event the Company fails promptly to pay amounts owed, the Company shall pay such collection costs, including court costs and reasonable attorney's fees, as the Pension Fund shall incur, and shall pay interest at such rate as the Trustees shall fix from time to time.
- f. The payments so made to the Pension 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.
- g. This clause encompasses the sole and total agreement between the Company and the Union with respect to pensions and retirement. If any other agreement between the Company and the Union (including Collective Bargaining Agreement) contains provisions inconsistent with this clause, those inconsistent provisions shall have no force and effect with respect to the obligations and agreements set forth herein.
- h. This clause is subject in all respects to the provisions of the Labor-Management Relations Act of 1947, as amended, and to any other applicable laws.

ARTICLE 16
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 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.

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 May 27th, 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>1/1/2020</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 (1st) day of a non-work-related accident or injury and on the eighth (8th) 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 17
BCTGM – PAC

Section 1. The Company agrees to provide for voluntary contributions to the Bakery, Confectionery, Tobacco Workers and Grain Millers 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 pay, 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 federal, state and local elections.

Date _____ Signature _____

ARTICLE 18
SUBSTANCE ABUSE POLICY AND EAP

The parties agree to the EGR Substance Abuse Policy and EAP as presented in the 2003 negotiations.

ARTICLE 19
TERM OF AGREEMENT

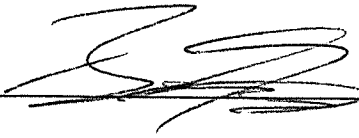
Section 1. This Agreement and the provisions herein contained shall be binding upon the parties hereto and their successors and assigns.

Section 2. This Agreement shall be in full force and effect from May 10, 2020, until May 10, 2025, and shall continue in full force and effect from year to year thereafter unless sixty (60) days written notice is given by either party of its intention to terminate or amend said Agreement. Such notice of intention to terminate or amend said Agreement must be delivered by registered mail, or in person, sixty (60) days prior to May 10, 2025, or any year thereafter. Such notice of intention shall also cite the articles and sections of this Agreement that it is desired to amend or delete and/or submit a copy of the proposed new agreement. Ten (10) days shall be allowed for counter-proposals.

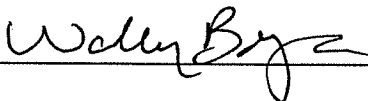
Section 3. It is further agreed that if no Agreement is reached upon proposed amendments before May 5th of any year, the conditions of this Agreement shall apply during negotiations and any changes ultimately agreed upon shall be retroactive to May 5th.

Section 4. Any rider attached to this Agreement and signed by the Company and the representatives of the Union shall be considered an incorporated part of this Agreement and binding on both parties.

COMPANY:
Bimbo Bakeries USA, Inc.,
A Delaware Corporation
operating in Superior, WI

By:  3-22-2021
By: _____

UNION:
Bakery, Confectionery, Tobacco
Workers and Grain Millers
International Union,
AFL-CIO, Local No. 22

By:  3-22-21
By: _____

LETTER OF UNDERSTANDING
Superior Shipping
Health & Welfare Waiting Period
March 29, 2021

Bimbo Bakeries USA, Inc., and the Bakery, Confectionery, Tobacco Worker's and Grain Millers International Union, Local No. 22 agree to add the following medical & dental waiting period to Article 16 of the Collective Bargaining Agreement expiring May 5th, 2025. The language shall read as follows:

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

For the Company:

Eric Bonawitz

Date: 3/30/2021

For the Union:

Walby B. J.

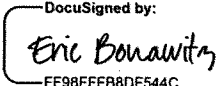
Date: 3-30-21

EXTENSION OF COLLECTIVE BARGAINING AGREEMENT
between
BIMBO BAKERIES USA
and
BAKERY, CONFECTIONERY, TOBACCO WORKERS
AND GRAIN MILLERS LOCAL 22
(CBA #4025-41)

Bimbo Bakeries USA, Inc., a Delaware corporation operating in Duluth, MN and Bakery, Confectionery, Tobacco Workers and Grain Millers Local 22 hereby agree to extend the current Collective Bargaining Agreement (CBA) for two (2) years through May 15, 2027 subject to the following:

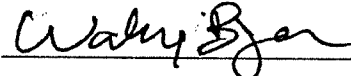
1. In addition to those wage increases defined in the CBA, employees will receive the following:
 - Effective May 4, 2025: +\$.50 per hour
 - Effective May 3, 2026: +\$.50 per hour
2. Within six (6) weeks after ratification of the BBU-BCTGM Midwest and Southern Regions Addendum Agreement (the "Addendum Agreement") dated July 8, 2022, employees will receive a wage adjustment of one dollar and seventy-five cents (\$1.75) per hour.
3. Effective January 1, 2027, the weekly Short-Term Disability benefit will be increased to three hundred sixty-five dollars (\$365.00) per week.
4. It is understood there will be no other changes to the current CBA, including the health and welfare benefits or employee cost share.

ON BEHALF OF
Bimbo Bakeries USA, Inc.

BY: Eric Bonawitz
FF98FFF88DF544C...

DATE: 7/19/2022

ON BEHALF OF
Bakery, Confectionery, Tobacco Workers and
Grain Millers Local 22

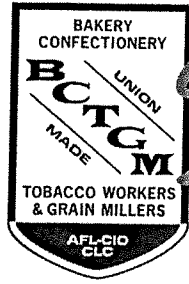
BY: 

DATE: 7-19-22

Bimbo Superior Loader Contract Extension Wage Rates

(Replaces Previous Rates from 5-8-22 forward on Page 14)

Checker/Loader	5/8/2022	5/7/2023	5/5/2024	5/4/2025	5/3/2026
Wage Increase	\$1.75	\$0.40	\$0.40	\$0.50	\$0.50
Wage Rate	\$21.54	\$21.94	\$22.34	\$22.84	\$23.34



Stewards

KNOW YOUR RIGHT TO HAVE UNION REPRESENTATION

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

These basic Weingarten rights stem from the Supreme Court decision:

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

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



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

CHARTERED JANUARY 1, 1973

Telephone: (612) 379-2921

Minneapolis, Minnesota 55414

312 Central Ave. S.E., Suite 590

Fax: (612)379-0473

---ATTENTION---

TO ALL BCTGM LOCAL 22 MEMBERS:

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

We need to know the following:

Name _____ Street Address _____

City _____ State, Zip Code _____

Telephone Number _____

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

Fax it to: 612- 379-0473

Or Email to: jruttonlocal22@integra.net

Thank You,
The Officers of BCTGM Local 22

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.**