

AGREEMENT

Between

CARGILL, INCORPORATED'S

SALT BUSINESS UNIT

And



BAKERY, CONFECTIONERY, TOBACCO WORKERS

AND GRAIN MILLERS, AFL-CIO, LOCAL 22

PORT CARGILL

SAVAGE, MINNESOTA

July 1, 2017 through June 30, 2024

I N D E X

Article I. SCOPE AND TERM OF AGREEMENT	1
Article II. RECOGNITION	1
Article III. DEFINITIONS.....	2
Article IV. UNION-MANAGEMENT RELATIONSHIP.....	3
Article V. HOURS AND OVERTIME.....	4
Article VI. WAGES	7
Article VII. HOLIDAYS	9
Article VIII. VACATIONS	9
Article IX. OTHER EMPLOYEE BENEFITS	11
Article X. MISCELLANEOUS GENERAL PROVISIONS.....	12
Article XI. SENIORITY	16
Article XII. PROMOTIONS AND TRANSFERS.....	18
Article XIII. GRIEVANCE PROCEDURE	19
Article XIV. STRIKES AND LOCKOUTS.....	20
Article XV. SEVERANCE PAY	21

Article I.

SCOPE AND TERM OF AGREEMENT

Section 1.1 This Agreement is made and entered into by and between CARGILL, INCORPORATED, hereinafter referred to as the "Company," and Local No. 22 of the BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS, AFL-CIO, LOCAL NO. 22), hereinafter referred to as the "Union." This Agreement covers the Industrial Salt Unit at the Company's facilities at Port Cargill, Savage, Minnesota. It is agreed that the Union shall have jurisdiction over production jobs other than temporary or experimental which the Company finds necessary to create in the future which may properly come within the jurisdiction of the Union.

Section 1.2 This Agreement shall be effective as of the date of signing, except the straight-time hourly wage rates set forth in Article VI, paragraph (1), which shall be effective as indicated in paragraph (1), and cancels each and all understandings and agreements heretofore had between the respective parties, and constitutes the entire agreement between the parties, except as changed in writing, subscribed to by both parties to this Agreement. The classification of employment and other terms and conditions as fixed and established by this Agreement shall remain in effect at the above-mentioned plants through June 30, 2024. This Agreement shall be automatically renewed from year to year after June 30, 2024, subject, however, to the right of either party to terminate or modify this Agreement at the end of any subsequent yearly period, by notice of intention to so terminate or modify given to the other party hereto by registered mail at least sixty (60) days prior to the expiration of any such year.

Article II.

RECOGNITION

Section 2.1 It shall be a condition of employment that all employees of the Company covered by this Agreement, on the completion of ninety (90) calendar days shall begin and maintain payment of the financial obligation to the Union, in the amount determined by the Union, for membership dues or the cost of representation and collective bargaining.

Any employee who fails to meet the requirements of this Article shall not be eligible to retain, perform or engage in bargaining unit work, provided that the Union shall have notified the Company and the employee in writing by certified mail of such default and said employee shall have failed to remedy same within ten (10) calendar days after receipt of such notice. Upon such

notice, the Company shall then take such action as is necessary regarding such employee, and such action may include discharge.

In case a dispute arises as to whether or not an employee has failed to maintain his/her financial obligation to the Union, the Union agrees to indemnify the Company for any liability that may result from its reliance on a representation of facts by the Union.

Any person rehired by the Company who may have been in arrears in the payment of his/her financial obligation during any former period of employment with the Company shall not be eligible to perform or engage in bargaining unit work until such time as the Union certifies that the arrearage has been brought current.

By the terms of this Agreement, the Company recognizes the Union as the sole collective bargaining agency for its Employees in this bargaining unit except technicians, superintendents, foremen or assistant superintendents with the right to hire and discharge employees taking Company training for supervisory positions, clerks in the offices, and watchmen and/or guards within the meaning of the Labor Management Relations Act, as amended, for the purpose of negotiating with respect to hours of labor, rates of pay and working conditions as hereinafter specified.

The Company agrees to deduct from the wages of such employee in accordance with applicable law and in accordance with the express terms of a signed voluntary authorization to do so, membership dues and initiation fees in the amounts designated by such authorization. Said deductions shall be made out of the earnings paid at the end of the first payroll period of each month and shall, within thirty (30) days thereafter, be delivered or forwarded to the Financial Secretary of Local No. 22. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability which shall arise out of or by reason or action taken or not taken by the Company in reliance upon authorization cards furnished to the Company by the Union, or for the purpose of complying with any of the provisions of this Section.

Article III.

DEFINITIONS

Section 3.1 "Probationary" and "Regular Employees": An employee will be considered as probationary for a period of ninety (90) calendar days from his/her first day of employment. All other employees will be considered as regular employees.

Section 3.2 The term "continuous service" wherever herein used, shall mean active service without interruption, except when due to sickness, injury, temporary layoff or temporary shutdown, FMLA, military service, compulsory change in occupation by the Government, full time employment by the Union not to exceed one (1) year, or other legitimate reasons approved by the Plant Manager and the Union.

Section 3.3 "Plant Seniority" as herein used shall mean the period reflected by the employer's employment records as to the employee's continuous service within Salt.

Article IV.

UNION-MANAGEMENT RELATIONSHIP

Section 4.1 The right to manage the business, direct its working forces, and to maintain rules and regulations governing the operations of the plant and the conduct of employees is vested solely and exclusively in the Company. Subject to the express and specific terms of this Agreement, the Company shall have the exclusive right to manage the plant and business including, but not limited to the right to suspend, discipline, or discharge for just cause; the right to hire and to determine the competency of employees; the right to transfer, classify, reclassify, promote, or demote employees, and to relieve or terminate employees from duty because of lack of work or for other legitimate reason; the right to maintain quality and efficient operations; the right to establish new jobs, abolish or change existing jobs; the right to establish work schedules and make changes therein; the right to determine the number of employees required to perform any and all jobs; the right to establish, change or abolish policies, practices, rules, procedures and regulations for the conduct of business and to prescribe and require employees to observe work rules and regulations including, but not limited to, safety rules, drug and alcohol policies and testing procedures, and attendance regulations; the right to require overtime work; the right to assign work of any kind to any employee irrespective of the employment classification, and the right to determine the product to be manufactured, purchased, handled, or sold, and the means, methods, processes and schedules thereof; the right to contract out work; the right to determine the number and location of any of its plants and operations and the type of equipment to be used therefore; the right to introduce new or improved methods or facilities and to extend, limit, discontinue or curtail its operations when it deems advisable to do so; and all other prerogatives and responsibilities normally inherent in management provided the same are not clearly prohibited by any of the specific terms of this Agreement. All rights, powers or authority which

the Company would have had without a legally recognized bargaining agent or in the absence of this Agreement are retained by the Company except as otherwise expressly provided herein.

Section 4.2 The Union, on one hand, and the Company, on the other hand, recognize the responsibilities mutually imposed upon them and realize that to provide maximum opportunities for continued employment, maximum working conditions and adequate wages, the Company must be in a strong market position with respect to companies in other areas, which means that the Company must be able to produce efficiently and with the lowest possible production costs consistent with the fair labor standards. Accordingly, the Union assumes joint responsibility in the attainment of these goals. To this end, the Union will cooperate with the Company to assure a full day's work on the part of the members of the Union, and will actively combat absenteeism and other practices that restrict production, eliminate waste in production, conserve materials and supplies, improve the quality of workmanship, prevent accidents, and strengthen the good will between the Company, the employee, and the general public.

Section 4.3 In accordance with applicable law, neither the Company nor the Union shall discriminate in any manner whatsoever against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, marital status, citizenship status, veteran status, sexual/affective orientation, or union affiliation.

Section 4.4 The Company and the Union agree to abide by and comply with the provisions of the Americans with Disabilities Act as Amended (ADAAA). Whenever a qualified individual with a disability requests a reasonable accommodation, the Company, the individual, and the Union will meet and discuss the request. The Company will not be required to provide confidential information regarding an individual's medical condition or history.

Section 4.5 Any masculine term used in this Agreement shall be understood to include the feminine, and vice versa, and no distinction on the basis of sex shall be inferred from the use herein of any such masculine or feminine term.

Article V.

HOURS AND OVERTIME

Section 5.1 The regular hours of work for all employees shall be eight (8) hours per day and/or (except as hereinafter provided) forty (40) hours per week. Regular workdays shall be Monday, Tuesday, Wednesday, Thursday and Friday, and shall not be staggered. The parties recognize that due to the unusual nature of operations at Port Cargill and to the necessary

uncertainty and fluctuation in barge movement schedules, certain exceptions must be made and certain latitude must be had in making up work assignments and the starting times of shifts to the best mutual interests of the parties. Therefore, it is agreed as follows:

(a) There shall be a three-hour "tolerance" in the starting times of shifts. Hence, from an otherwise normal 6:30 a.m. starting time, shifts may be started between 3:30 a.m. and 9:30 a.m. as the efficient operation of the facilities requires.

Section 5.2 All hours worked in excess of eight (8) hours in one (1) day and/or forty (40) hours in one (1) workweek shall be paid at the rate of time and one-half (1½) the regular rate of pay. Whenever the Company assigns overtime work for Saturday, Sunday or any of the listed holidays, the Company agrees that it will, whenever possible, notify the employees of their assignment by posting notice of same on the Company bulletin board by noon of the day prior to the day upon which such overtime work is to be performed. If an employee is on a four day per week ten (10) hour shift schedule, overtime would be paid for all hours worked in excess of ten (10) hours in one (1) day and/or forty (40) hours in one (1) work week at the rate of time and one-half (1½) the regular rate of pay.

Section 5.3 Overtime work will be distributed according to the following method:

(a) For unplanned overtime, the employee working the job (i.e. on-the-job) gets the first opportunity to work overtime. If an employee is not working the job (i.e. not on-the-job), overtime shall go to the senior qualified employee plant-wide.

(b) Scheduled overtime shall go to the senior qualified employee(s) scheduled adjacent to overtime hours. If he/she declines, overtime shall go to the senior qualified employee(s) plant-wide according to the "senior may, junior must" protocol.

(c) When an employee's services are needed for overtime work and he/she notifies his/her supervisor immediately that he/she does not wish to accept the overtime work, he/she will be excused as soon as a qualified replacement can be secured who will accept the rate for the job. All parties will cooperate in securing a qualified replacement.

(d) If an employee is missed for overtime, the employee will be given make-up overtime to be scheduled at his/her and the Company's convenience. Make-up overtime will not take away any overtime of another employee.

Section 5.4 Whenever work is performed in excess of twelve (12) hours in any one shift, the rate of pay shall be two (2) times the applicable rate for such hours in excess of twelve (12).

Also, 3rd shift employees hired before August 7, 2007 shall receive 2 times the applicable rate of pay for hours worked from Saturday at 10:30 p.m. to Sunday at 7:30 p.m. Non-3rd shift employees hired before August 7, 2007 shall receive two (2) times the applicable rate of pay for hours from Sunday at 6:30 a.m. to Monday at 3:30 a.m.

Section 5.5 Time and one-half (1½) shall be paid for all work performed on Saturday for employees hired before August 7, 2007, provided that the employee has already worked forty (40) hours that week. It is agreed that any employee hired before August 7, 2007, who would have worked the entire week but for days he/she was laid off, or absent with advance notice and management approval, will be paid at time and one-half (1½) for work performed if requested by the Company to work on Saturday. Non-3rd shift employees hired before August 7, 2007, shall be paid time and one-half (1½) from Saturday at 6:30 a.m. to Sunday at 3:30 a.m. (provided they work forty (40) hours). Employees covering for a regular 3rd shift employee will be paid as 3rd shift employees.

Section 5.6 The Company will be able to put employees hired after August 7, 2007 on a seven day work week as follows:

(a) The standard workweek shall consist of five workdays of eight hours each worked within one calendar week from the start of the third shift on Sunday until the start of the third shift the following Sunday. For purposes of calculating pay the workday is defined as the 24-hour period beginning with the scheduled starting time of the shift.

(b) Overtime work on the sixth (6th) and seventh (7th) consecutive days of the week will be scheduled on the basis of plant wide seniority.

(c) Time and one-half: All work performed in excess of eight (8) hours in a standard workday, forty (40) hours in one workweek, and on an employee's sixth (6th) consecutive day of work within the workweek shall be paid for at one and one-half times (1½X) the employee's basic hourly rate of pay provided he worked 40 hours. Double time: Work performed on an employee's seventh (7th) consecutive day of work within the workweek shall be paid at two times (2X) the employee's basic hourly rate of pay.

(d) There shall be no staggering of the work week for these employees.

Section 5.7 Any employee other than a probationary employee called or permitted to come to work for his/her regular shift without having been properly notified not to report for

work shall receive not less than eight (8) hours' work at the straight-time hourly rate or be paid therefor, except in the case of labor disputes or other conditions or circumstances beyond the control of management.

Section 5.8 Any employee called out after regular working hours or on any holidays, or for less than four (4) hours, shall be paid for not less than four (4) hours at the applicable rate.

Section 5.9 There shall be no pyramiding of overtime and/or premium pay.

Section 5.10 The Company will have the right to schedule a half-hour (½) unpaid lunch period. The unpaid period will be considered the employees' personal time.

Section 5.11 Employees will receive one ten (10) minute break approximately midway in the first half of their shift and one ten (10) minute break approximately midway in the second half of their shift. An additional ten (10) minute break will be given after ten hours of work.

Section 5.12 For safety reasons, no employee shall be permitted to work for more than 13 consecutive days without at least one 24-hour continuous rest period with no work performed.

Section 5.13 The Employer shall provide a rest period of no less than 8 hours between scheduled work shifts. For those employees called into work in less than the 8 hour rest period the Employer shall provide for penalty pay of time and one half (1.5) the regular rate of pay.

Section 5.14 The Company will eliminate the mid-shift for all warehouse employees. The Company must negotiate with the Union before it may reinstate the mid-shift for any warehouse employees.

Article VI.

WAGES

Section 6.1 The following straight-time hourly wage rates for the following classifications will be effective as indicated:

Job Class	7/1/17	7/1/18	7/1/19	7/1/20	7/1/21	7/1/22	7/1/23
Maintenance A	\$30.99	\$31.54	\$32.09	\$32.74	\$33.39	\$34.04	\$34.69
Maintenance B	\$22.95	\$23.50	\$24.05	\$24.70	\$25.35	\$26.00	\$26.65
Bag Operator	\$22.68	\$23.23	\$23.78	\$24.43	\$25.08	\$25.73	\$26.38
Front-End Loader	\$22.13	\$22.68	\$23.23	\$23.88	\$24.53	\$25.18	\$25.83
Warehouse Operator	\$21.77	\$22.32	\$22.87	\$23.52	\$24.17	\$24.82	\$25.47
Utility	\$22.95	\$23.50	\$24.05	\$24.70	\$25.35	\$26.00	\$26.65

Section 6.2 It is agreed that, in the event a new job is created or the duties of an existing job are substantially changed, the individual Company representatives agree to meet with the Union within thirty (30) days and proceed to negotiate a wage rate for such job. Such rates, when thus established, shall be effective retroactively to the day upon which said change was made.

Section 6.3 A shift premium of forty-five cents (45¢) per hour will be paid for work performed by employees regularly assigned to the second shift, and sixty cents (60¢) per hour for work performed by employees regularly assigned to the third shift.

Section 6.4 Employees in any classification will perform any duties to which they are assigned. Company will attempt to give preference to seniority, taking all aspects of the job into consideration.

Section 6.5 Management maintains the right at its discretion to assign an employee(s) to perform team leader duties. Management will advise department employees prior to making the assignment in order to provide interested employees an opportunity to apply. It is understood that whether and when this assignment is to be made is at the sole discretion of management and is not subject to the contractual bidding procedures. Management likewise retains the exclusive right to decide to discontinue the use of a team leader at any time. An employee(s) assigned to team leader duties will be paid one dollar and twenty-five cents (\$1.25) per hour over his or her classification rate.

Section 6.6 All past practices, agreements, and previous letters of understanding between the parties are null and void.

Section 6.7 If employees do not have at least a Meets Expectation on their performance review, they will not receive the next negotiated wage adjustment until they are rated at least a Meets Expectations. This is grievable by the Union.

Article VII.

HOLIDAYS

Section 7.1 All regular employees shall receive eight (8) hours pay for holidays plus one and one-half times their regular rate of pay for any work performed on the following holidays:

New Years Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	December 24
Fourth of July	Christmas Day

Section 7.2 In addition to the above holidays, two days designated as "personal holidays" shall be granted each eligible employee and such "personal holiday(s)" shall be determined by mutual agreement between the employee and his/her immediate supervisor. Starting July 1, 1983, employees will have to have one year of service to be eligible for personal holiday.

Section 7.3 Providing they have worked the scheduled shift before and after a holiday or had an excused absence, all regular employees shall receive eight (8) hours straight-time pay for such holiday. Such eight (8) hours shall be regarded as time worked in computing overtime, if the holiday would be a regular scheduled workday. If the holiday falls on a non-regular scheduled workday the hours will not be used in computing overtime, if the holiday would be a regular scheduled workday. If employee is on layoff status the day after a holiday, they will still receive pay for that holiday.

Section 7.4 If any of the holidays referred to above shall occur during an employee's vacation period, he/she shall be granted either an extra day's pay or an extra day's vacation with pay at the discretion of the plant management.

Article VIII.

VACATIONS

Section 8.1 For regular, full-time employees, Cargill's paid vacation period starts June 1 each year and ends the following May 31. Employees need to take vacation days earned within

those 12 months or lose the vacation time. All vacation must be used by May 31, 2017. Employees may not carryover vacation. Vacation carryover requests for extenuating circumstances will be considered by Plant Manager.

Section 8.2 Vacation time is to be calculated on the basis of the employee's time spent on the active plant payroll. Time spent on lay-off status or otherwise not on the active plant payroll will be excluded for purposes of calculating vacation time. Full vacation benefits will be granted at the start of each fiscal year provided the employee has worked 1400 hours of straight time work in the previous fiscal year. An employee's vacation shall be prorated if he/she has not worked 1400 hours during the previous fiscal year.

Section 8.3 Upon the termination of employment, each employee covered by this agreement shall receive payment for any unused portion of accrued vacation time; however, reimbursement for accrued vacation time shall be from the most recent anniversary date only.

Section 8.4 In case an employee dies before receiving vacation pay to which he/she is entitled, the vacation pay shall be paid to the same individual to whom is paid any accrued wages.

Section 8.5 Each vacation hour shall be paid at the employee's straight time hourly rate. Each employee shall be paid for a total of forty (40) hours for each week of accrued vacation time. One week is equal to five (5) days.

Section 8.6 Each employee is entitled to the following vacation time:

Full Years of Service	Weeks of Vacation Time
Upon completion of probationary period –1 year	1 week on a prorated basis
1-4	Two Weeks
5-14	Three Weeks
15-24	Four Weeks
25 or more*	Five Weeks

*Current employees as of July 1, 2002 will be grandfathered in and receive five weeks of vacation for 20 or more years of service.

Section 8.7 On an employee's milestone year, employees' extra week of vacation can be taken after this anniversary date

Section 8.8 An employee may draw his/her vacation pay on the employee's last working day prior to taking his/her vacation, provided management be given a minimum of 10 days advance notice.

Section 8.9 Employees will notify the company at least seven (7) days before the time they desire to take their vacation. The employer may waive the 7-day requirement in regards to special circumstances.

Section 8.10 In cases where there is a dispute between employees as to who should take a particular vacation period, departmental seniority shall govern provided that the more senior employee scheduled his or her vacation during the period of March 1st through April 30th of the preceding fiscal year. In all other cases, vacation periods shall be awarded to the employee who first scheduled the vacation period.

Section 8.11 Vacations will be granted at such time of year as the Management finds most suitable, considering both the wishes of the employee and the requirements of plant operation.

Article IX.

OTHER EMPLOYEE BENEFITS

Section 9.1 Jury Pay: An employee who is required to be absent from work for jury service shall receive whatever straight-time pay he/she would have otherwise received up to and including forty (40) hours in any one week, less the amount of jury pay which he/she received for the same period. When the above is applicable, each full day of jury service shall be credited as one eight (8) hours day in the computation of overtime and each partial day of jury service shall be credited as a partial day toward overtime. To be eligible for the above payment, the employee must notify his/her immediate superior at the time of his/her call to jury service, and must furnish evidence of the amount of pay received for his/her jury service.

Section 9.2 In the event an employee sustains personal injuries arising out of and in the course of his/her employment, he/she will be paid his/her regular straight-time hourly rate for such time during regular working hours as he/she spends at the doctor's office for treatment of the injury, providing that said employee is not receiving Worker's Compensation and is still actively employed by the Company.

Section 9.3 Funeral Leave: Employees will be granted three (3) days' funeral leave without loss of pay for death in the employee's immediate family (spouse, child, stepchild, father, mother, stepparents, sister, or brother, stepsiblings and the spouse's father, mother, sister, or brother). Employees will be granted one (1) day's funeral leave in case of death of the employee's grandparents or step grandparents.

Section 9.4 The above funeral leave pay shall be granted within the five-day period immediately following the day of death and is subject to the following:

(a) The employee must notify his/her immediate supervisor before taking the funeral leave.

(b) The employee's absence is due to the making of arrangements and/or attendance at the funeral.

(c) Pay for funeral leave shall be based on eight (8) hours per day at the employee's straight-time rate for days an employee is normally scheduled to work.

Article X.

MISCELLANEOUS GENERAL PROVISIONS

Section 10.1 Safety and Health: Tools and equipment shall be kept in good repair at all times and any necessary new dust masks shall be available when requested by employees. Employees agree to take good care of tools and equipment and to report promptly to the Superintendent any tools or equipment in need of repair.

The Company agrees to furnish reasonable and adequate facilities for the comfort and health of its employees; and the employees agree to maintain these facilities in a sanitary and orderly condition.

Section 10.2 The Company agrees that, in the absence of conditions and circumstances over which it has no control, during the life of this Agreement it will continue to provide the coverage for health, dental, vision, accident and sickness insurance, group life insurance, and retirement benefits as mutually agreed during negotiations. However, it is understood that all matters of policy, administration, eligibility, and other matters relating to the Company's health, dental, vision, accident and sickness insurance, group life insurance, and retirement benefits will not be subject to the grievance or arbitration provisions of this Agreement. Summary Plan Descriptions for the above specified benefits are available through the Cargill Benefit Service Center. The specific terms and conditions of the Plan documents will always control in the event of

conflict or discrepancy between a Plan document and the general descriptions provided below or in Summary Plan Descriptions. There will be no strike or lockout permitted or sanctioned by either of the parties to this Agreement in an effort to secure changes or modifications of the existing rules or regulations relating to such insurance.

Section 10.3 Pension for Employees Hired Before January 1, 2013: Bargaining unit employees hired before January 1, 2013 are eligible for a pension under the terms and conditions of the Cargill, Incorporated and Associated Companies Union Represented Hourly Wage Employee's Pension Plan (the "Pension Plan"), subject to the terms and conditions discussed below. Employees hired on or after January 1, 2013 shall not participate in the Pension Plan.

(a) The benefit under the Pension Plan is computed by multiplying years of Credited Service times the Benefit Level as those terms are defined in the Pension Plan. The current benefit level is \$40.50.

(b) The pension benefit level will increase to \$42.00 on July 1, 2017. The pension benefit level will increase to \$43.00 on July 1, 2018.

(c) The Pension Plan shall be frozen for bargaining unit employees covered by this Agreement effective upon August 1, 2018. As of that date, all bargaining unit employees covered by this Agreement shall cease accruing Credited Service under the Union Plan and the Benefit Level for bargaining unit employees covered by this Agreement shall be frozen at \$43.00 and shall not be subject to any future increases.

(d) The Early Retirement Date for bargaining unit employees hired before January 1, 2013 shall be the last day of the month preceding the date the employee attains age 55 and has completed ten (10) years of Credited Service. Pursuant to Section 5.3 of the Pension Plan, the Early Retirement Benefit shall be equal to a percentage of the Normal Retirement Benefit to account for commencement of benefits before Normal Retirement Age.

(e) Bargaining unit employees hired before January 1, 2013 are also eligible to participate in the Cargill Investment Plan (the "401(k) Plan") under the terms and conditions of the 401(k) Plan. For employees hired prior to January 1, 2013, Cargill will help increase retirement savings by matching eligible employees yearly investments in the 401(k) Plan with a

twenty-five cent (25¢) match on the dollar for the first four percent (4%) of compensation invested, until August 1, 2018.

(f) For the term of the Agreement, the Company will not make any change in the contribution amounts or benefit levels provided under the retirement plans affecting employees in the bargaining unit without consulting the Union; however, it is understood that Cargill may amend the general terms and conditions of its retirement plans in its sole discretion at any time including amendments necessary to ensure the plans are qualified under Code Section 401(a).

Section 10.4 401(k) Retirement Plan: Bargaining unit employees covered by this Agreement are eligible to participate in the Cargill Investment Plan (the “401(k) Plan”) under the terms and conditions of the 401(k) Plan. Effective upon ratification for employees hired after January 1, 2013, and effective on August 1, 2018 for employees hired before January 1, 2013, Cargill will help increase retirement savings by matching eligible employees’ yearly investments in the 401(k) Plan with a fifty cent (50¢) match on the dollar. The match will apply to the first five percent (5%) of compensation invested. In addition, employees will receive an annual allocation of two percent (2%) of their credited compensation as defined by the 401(k) Plan. For the term of the Agreement, the Company will not make any change in the contribution amounts under the retirement plan affecting employees in the bargaining unit without consulting the Union; however, it is understood that Cargill may amend the general terms and conditions of its retirement plans in its sole discretion at any time including amendments necessary to ensure the plans are qualified under Code Section 401(a).

Section 10.5 Leaves of Absence: An employee will be granted a leave of absence for such periods (not to exceed one (1) year), and upon such conditions as the Company and the Union may mutually agree. If an employee violates the conditions of his/her leave of absence, he/she will lose all his/her seniority rights.

Section 10.6 Plant Protection: Employees whose work is required for plant protection during any shutdown shall faithfully perform such services without interference.

Section 10.7 Emergency: In case of emergency, anything mutually agreed upon between the majority of the employees involved, the Shop Committee, and/or Shop Steward and the Management shall not be construed as a violation of this Agreement.

Section 10.8 An employee covered by this Agreement accepting a supervisory job not covered by this Agreement while on such supervisory job shall retain his/her seniority in the bargaining unit only for a period not exceeding six (6) months.

Section 10.9 The company will provide Maintenance A and Maintenance B job descriptions reflecting specific requirements and experience for candidates (internal or external) applying for these 2 roles. This will include, for Maintenance B, the use of a basic maintenance aptitude test to determine applicant qualifications.

Section 10.10 The company agrees to continue to provide medical coverage for employees on lay-off at the same rate as active employees for the month of lay-off and for the month following lay-off. The union, however, agrees that the company will switch to COBRA rates for dental and life immediately following lay-off.

Section 10.11 Safety Shoes. Employees will accrue \$10.00 per month for each month between purchases of safety shoes. The amount will be refunded upon employee presenting a receipt for the purchase and inspection of the shoes. Amount of reimbursement by Cargill will not exceed \$200 per pair. Any remaining accrual will be carried forward to the next purchase. Shoes must meet departmental standards.

Section 10.12 Short-Term Disability Insurance. Bargaining unit employees are eligible for benefits under the terms and conditions of the Cargill, Incorporated Short Term Disability Plan. The benefit amount is equal to 60% of an employee's hourly base rate of pay.

Section 10.13 Life Insurance. Bargaining unit employees are eligible for life and accident insurance under the terms and conditions of the Cargill, Incorporated Group Term Life Insurance Plan and the Cargill, Incorporated Accidental Death and Dismemberment Insurance Plan, (Class 4, Production Model). Bargaining unit employees are eligible for life insurance and Accidental death and dismemberment insurance in an amount equal to one times their annual salary the full cost of which will be paid by the Employer. Employees may also purchase contributory term life insurance, spouse contributory life insurance, and dependent child contributory life insurance under the terms and at the costs provided by the Employer.

Section 10.14 Health and Dental Benefits. Bargaining unit employees will be offered the same medical, dental, and vision plan options and coverages, and the same employee monthly contribution rates, as the Company offers to salaried employees. It is understood that the dental,

vision, and health plan coverages and employee monthly contribution rates are subject to change in January of each year.

Article XI.

SENIORITY

Section 11.1 The parties recognize the principle of seniority on the basis of job classifications within departments, with consideration for ability as hereinafter stated.

Section 11.2 The Company will compile seniority lists within thirty (30) days after the signing of this Agreement. Such lists will accurately reflect individual seniority status of each employee. Such lists shall, within a reasonable time, be verified by the proper representative of the Union, thereby signifying the Union's acceptance of same on behalf of its members. The signed seniority lists shall then remain posted on the respective bulletin boards until properly replaced by duly signed subsequent lists. The seniority lists shall show the name of each employee covered by the Agreement and the dates of their employment, and shall be compiled in sequence, according to length of seniority. Length of service in the Company will be recognized in computing vacations and retirement benefits only.

Section 11.3 An employee shall lose his/her seniority if and when:

(a) He/she quits;

(b) He/she is discharged for just cause;

(c) (1) He/she has been laid off for a period of twelve (12) consecutive months if he/she is an employee with less than twenty-four (24) months of continuous service at the time his/her lay off began;

(2) He/she has been laid off for a period of twenty-four (24) consecutive months if he/she is an employee with twenty-four (24) months or more of continuous service at the time his/her lay off began;

(3) He/she has not worked within the last eighteen (18) consecutive months.

(d) He/she has been granted a leave of absence and does not return at the expiration date;

(e) If an employee is absent for three (3) working days after being notified in writing to return to work and does not give a satisfactory reason to the Plant Superintendent. Copy of notice to return to work shall be given to the Union.

Section 11.4 Layoffs: When it becomes necessary to reduce the working force, plant seniority shall apply with respect to all employees, qualifications being sufficient. When the senior employee(s) do not meet the qualifications required, a junior employee(s) may be retained where specialized skills, experience, and/or ability would enhance efficient and continuous plant operations. Employees not qualifying for retention within the classification will then be entitled to exercise their plant seniority. The Company will give forty-eight (48) hours notice prior to lay off of an employee except where such lay off results from an Act of God, catastrophe or other emergency situation. The Company will attempt to layoff employees on Friday whenever possible.

Section 11.5 In consideration of seniority, it will then be the practice to lay off the employees having the shortest period of seniority. It is recognized that some leeway is necessary to the Company in the application of this rule in order to provide for instances where specialized skill, experience, and/or ability necessitate that exceptions be made in order to insure efficient and continuous plant operations.

Section 11.6 The Company shall notify the Union in writing of the lay off, discharge, rehiring, and completion of probationary period of any employees covered by this Agreement.

Section 11.7 Recall: In recall, seniority shall prevail, and the practice will be that the employee with the longest seniority will be recalled first, but the same leeway shall be due the Company as is provided for in the case of lay offs. Further, no new employee(s) will be hired until all former available qualified regular employees have been afforded an opportunity to return to work, except that should occasion require the services of someone especially qualified for a certain job or position which cannot be filled from the employees in the plants.

Failure to report within a reasonable time when called, or failure to advise the employer of a change of address, or an absence for over one (1) year, may be cause for removal from consideration. In no event shall an employee be removed from consideration because of failure to report within a reasonable time when called unless the Local Union is given forty-eight (48) hours in which to locate such employee and arrange for his/her reporting to work. In calling employees back to work after lay off, such call-backs will be made by the Company by letter or by telephone.

Article XII.

PROMOTIONS AND TRANSFERS

Section 12.1 Filling Vacancies: Job vacancies in special skilled classifications such as maintenance will be posted for bid, and the job vacancy will be assigned to the most qualified employee with the most plant seniority under paragraph (3) of Article III of this Agreement. Job vacancies in all other classifications will be posted for bid, and the job vacancy will be assigned to the employee having the most plant seniority under paragraph (3) of Article III of this Agreement, if such employee is qualified and capable of performing the job. Employees moving from one classification to another shall not receive the rate of the new classification until they have qualified for the job. An employee may qualify for the job either by working thirty (30) days on the job, or will be deemed qualified for the job immediately if and when he can perform the job with no more supervision than is required of other qualified employees performing the same job. For Utility classification it shall be ninety (90) days on the job. In the event an employee fails to satisfactorily perform the duties of the job by the end of the trial period, he/she shall be returned to his/her former job with no loss of seniority. Should a senior employee be deemed unqualified and incapable of performing a job, the Company shall immediately give notice of such to the Union.

(a) Transfers: Any employee transferring from one classification to another retains his/her full continuity of service, and his/her full plant seniority.

(b) When an employee is assigned for the Company's convenience to a lower rated job or a higher rated job, he/she shall receive the wage rate of his/her regular classification or the rate of the job to which he/she is assigned, whichever is higher, provided he/she puts in a full eight (8) hour shift and can do the work with no more than normal supervision. This clause is not to apply to work assignments for the employee's convenience, or work claimed in lieu of layoff.

The above paragraph is hereby modified to the extent that, when an employee works in a higher paid job for one (1) hour or more but less than eight (8) hours in any single day, he/she will be allowed to accumulate such periods of time and will be entitled to have such accumulation computed and paid for not more than every thirty (30) days.

(c) Temporary transfers shall mean transfers of not to exceed ten (10) regular working days and may be made without regard to seniority, and such transfers to another classification shall not give the employee seniority in that classification.

(d) It is agreed that any regular employee absent from his/her job through circumstances beyond his/her control, or who is on vacation, shall be entitled to exercise his/her seniority rights when he/she returns before the job is permanently filled.

Section 12.2 Where positions require employees of special skill, qualifications or experience which cannot be filled by employees in the Salt business unit, they will be secured wherever available, but must be able to fill same without training. It is further understood that should it be necessary to train an employee for a job within the bargaining unit, wherever possible, said employee shall be selected from the current bargaining unit.

Section 12.3 If the Company should desire to fill supervisory positions from employees covered by this Agreement, it may consider ability and qualifications without regard to seniority.

Section 12.4 To assure flexibility, fair and equitable administration of the foregoing seniority provisions, the Company and the Union, by mutual agreement, from time to time may make variations in the application and departure from the strict requirements thereof.

Article XIII.

GRIEVANCE PROCEDURE

Section 13.1 In the event of any dispute between the parties hereto, or between any employee or group of employees and the Company as to whether or not the parties involved are maintaining the conditions of this Agreement, such alleged grievance shall be handled as follows:

(A) INITIAL PROCEDURE

(1) Employee Grievance:

- (a) Any employee or group of employees claiming to have a grievance shall present same to the supervisor involved within three (3) working days or such alleged grievance shall be forever barred. Such alleged grievance may be presented by the employee or employees involved in person or through the Shop Committee within the department or through the Business Representative of the Union, and shall be presented in writing.
- (b) If the alleged grievance is not adjusted at this step, it shall be submitted in writing within two (2) weeks to the Plant Superintendent.

- (c) If the alleged grievance is not adjusted by the Plant Superintendent, it shall be referred to an authorized Company executive or his/her representative within two (2) weeks.

(B) ARBITRATION PROCEDURE

(1) In the event that any alleged grievance referred to in the third step above is not adjusted within ten (10) days after the initial conference, and if the grievance relates to the interpretation or application of the provisions of this Agreement, it may be referred within thirty (30) calendar days, by either party, to Arbitration. The Company and the Union shall select the Arbitrator from a list of seven (7) arbitrators sent from the Federal Mediation and Conciliation Service. Any request for arbitration shall be made in writing and presented by registered mail to the other party, and such request shall contain a comprehensive statement of the alleged grievance and the relief desired. The party receiving such request for arbitration shall, within ten (10) days, reply in writing by registered mail.

Section 13.2 Unless otherwise mutually agreed upon by both parties, arbitration shall be limited to one issue at any one time and the Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement or any agreement made supplementary hereto, nor to establish or change any wage.

Section 13.3 The Arbitrator shall hear the witness presented by each party to the dispute and shall, within ten (10) days from the date of its initial meeting, render a majority decision in writing to the Company and the Union, such decision to be final and binding upon the Company, the Union and the employee or employees (if any) so involved.

Section 13.4 All expenses for the services of the Arbitrator and the expenses of the hearing shall be borne equally by the Company and the Union.

Section 13.5 Failure by either party to comply with the above procedure or to meet at the appointed time and place, unless mutually agreed, shall be construed as automatic forfeiture of any and all claims or allegations in the dispute involved.

Article XIV.

STRIKES AND LOCKOUTS

Section 14.1 The Union and its members, individually and collectively, will not cause, permit, or take part in any strike, picketing, sympathy strike, action or work stoppage, sit-down, stay in, slowdown or other curtailment or restriction of production or interference with work, on

or about the Company's plants or premises, during the term of this Agreement. The Company reserves the right to discharge any employee taking part in any violation of this provision. The Company agrees not to engage in a lockout during the term of this Agreement.

Article XV.

SEVERANCE PAY

Section 15.1 Severance pay is only to be paid if, as the result of a management decision, the operations covered by the labor agreement are totally and permanently discontinued. These determinations are to be made by the Company.

Section 15.2 Only regular employees who have three (3) or more years of continuous service, as defined in Article XI paragraph 2 and 3 at the date of closing and discontinuance of operations are eligible for severance pay.

Section 15.3 Payment shall be at the rate of one week's pay, namely, 40 hours straight-time pay at the basic classified hourly rate of the eligible employee for each full year of continuous service as defined in Article III, Section 2, and shall be limited to a maximum of twenty-five (25) weeks' pay.

Section 15.4 When the employee's termination occurs as a result of the closing of the operations he/she may collect any termination pay due him/her at that time. Upon payment of termination pay, he/she shall forfeit any and all re-employment rights, seniority rights, and any other rights he/she may have under the above-mentioned labor agreement. An employee who is laid off as a result of total and permanent closing of the operation has the right to defer receipt of severance pay during the twenty-four (24) consecutive months within which he/she has recall rights, under the applicable labor agreement provision; provided however, if an employee fails to respond to recall, the option of deferring severance pay terminates with loss of all seniority rights and severance pay for which he/she is eligible shall then be paid. In no event will any time after the date of termination be used to determine the amount of termination pay. In the event that, after the receipt of severance pay, he/she is employed by any other facility owned or operated by the Company he/she shall be considered a new employee in all respects.

Section 15.5 An employee shall not be eligible for termination pay if he/she is eligible for normal retirement or disability retirement benefits under the provisions of the Retirement Plan Agreement between Cargill, Incorporated and the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union, nor if the employee is discharged for cause or resigns.

Severance pay to which an employee is eligible will be paid to an employee's dependents or estate, as determined by the Probate Court, in the event of his/her death after he/she becomes eligible and before he/she has been paid severance pay.

Section 15.6 Notwithstanding any of the above, any eligible employee who is offered and who accepts employment at any other company facility shall not be eligible for severance pay.

Section 15.7 In the event the operation is taken over by a successor company that does not recognize predecessor company service for labor agreement contractual obligations, eligible employees under this agreement shall receive severance pay.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 27 day of June, 2017.

LOCAL NO. 22, BAKERY, CONFECTIONERY,
TOBACCO WORKERS AND GRAIN
MILLERS UNION, AFL-CIO

By [Signature]
Committee person, Dan Doehling
Salt Business Unit

By [Signature]
Committee person, Dan Culpepper
Salt Business Unit

By [Signature]
Committee person, Rick Nemitz
Salt Business Unit

By [Signature]
Committee person, Bruce Peglow
Salt Business Unit

By [Signature]
Committee person, Walter Borgan
Salt Business Unit

CARGILL, INCORPORATED

By [Signature]
Plant Superintendent, George Pappajohn

By [Signature]
Plant Supervisor, Matt Mains

By [Signature]
Plant Supervisor, Shawn Toloday

APPROVED:

LOCAL NO. 22, BAKERY, CONFECTIONER
TOBACCO WORKERS AND GRAIN MILLERS
UNION INTERNATIONAL, AFL-CIO

By _____

Title _____



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

CHARTERED JANUARY 1, 1973

Telephone: (612) 379-2921
Suite 590
Fax: (612) 379-0473

Minneapolis, Minnesota 55414

312 Central Ave. S.E.,

==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

Or Fax to: (612) 379-0473

Or E-mail to: mrnyderlocal22@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 of work for Workers
Comp, & FMLA)**

**DUES MUST BE PAID FOR THE CURRENT MONTH,
AND THEN YOU ARE QUALIFIED FOR A
WITHDRAWAL CARD FOR A FEE OF \$2.00. A
REQUEST FOR A CARD MUST BE MADE BEFORE
THE LAST BUSINESS DAY OF THE MONTH.**

**NEW EMPLOYEES---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
THEIR CARD WITHIN SEVEN DAYS AFTER
RETURNING TO WORK.**