

DRISKILLS'S MARKET

AGREEMENT

With

Hand-Craft and Semi-Machine Bakeries

Under the Jurisdiction of



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

Contract Date September 10, 2023 through September 5, 2026

THIS AGREEMENT made and entered into this 10th day of September, 2023, by Driskill's Market hereinafter referred to as the "Employer" and BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS UNION, TWIN CITIES LOCAL 22, AFL- CIO, of the Twin Cities of Minneapolis-St. Paul, and its vicinity, by its duly authorized representatives thereof, hereinafter referred to as the "Union".

WITNESSETH:

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

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

ARTICLE 1
RECOGNITION - UNION SECURITY - CHECKOFF

A. **RECOGNITION:** The Employer recognizes the Union as the exclusive bargaining agent of the employees in those classifications covered by the Agreement.

B. **UNION SECURITY:** All present employees who are members of the Union shall remain members of the Union as a condition of employment, and all present employees who are not members of the Union shall become and remain members of the Union on the 31st day after the execution of this Agreement as a condition of employment, and all new employees shall become and remain members in good standing of the Union on the 31st day after date of hire as a condition of employment for the duration of the contract.

C. **CHECKOFF:**

1. The Employer agrees to deduct from an employee's first pay check once each month initiation fees and Union dues owed to the Local Union for each employee, provided that the Union or individual employee files individual authorization cards with the Company expressly granting the right to the Company to deduct said amounts. All monies so deducted shall be remitted to the Local Union without unreasonable delay.

2. In the event there is a change in the current Union Security Law in the State of Minnesota, or nationally, the following shall prevail: Company shall adhere to the provisions in each dues check-off authorization agreed to by the employee regarding automatic annual renewal of the authorization and the provisions agreed to by the employee. The authorization shall continue in effect until cancelled by written notice by the bargaining unit member and individually sent by mail to the Company and to the Union during the fourteen (14) day period prior to the anniversary date or termination date of the current or any subsequent Collective Bargaining Agreement between the Company and BCTGM Local 22

D. MANAGER'S CLAUSE: In Shops where previous practice existed, or was mutually agreeable, wherein working Bakery Managers were part of the Bargaining Unit, such practice shall continue. In Shops where the practice did not exist, it shall be optional to the Bakery Manager and Employer for coverage under the Working Agreement.

ARTICLE 2
WORK WEEK - HOURS - OVERTIME

A. WORK WEEK: The work week shall be forty (40) hours. Five (5) days or less constitutes a week's work.

B. GUARANTEED HOURS:

1. All regular full-time employees shall be guaranteed forty (40) hours' work or forty (40) hours' pay. Any regular full-time employee shall be guaranteed eight (8) hours' work, or eight (8) hours' pay on their regular work day.
2. All employees other than full-time shall be guaranteed four (4) hours work, or four (4) hours' pay when reporting for work. Part-time employees will be scheduled at least sixteen (16) hours per week except by mutual agreement. Nothing in this Article shall obligate the Employer to provide make-up hours for any employee who is scheduled hours but fails to work them because they have absented themselves for any reason.
3. In the event of an emergency, Section A and Section B of ARTICLE 2, shall not apply. Emergency to be defined as an Act of God beyond the control of the Employer.
4. No senior part-time employee shall be regularly scheduled to work fewer hours per week than any junior part-time employee within the same job classification at the same location provided that the senior employee is qualified to perform the work available and that the senior employee has no restrictions or limitations whatsoever on his/her availability to work.

C. OVERTIME & HOURS:

1. All time worked in excess of eight (8) hours in one day, or forty (40) hours in one week shall be considered as overtime and shall be paid for at the rate of time and one half the regular scale of wages. Part-time employees hired after March 18, 2004, shall be paid time and one-half the regular scale of wages for all hours worked in excess of forty (40) hours in one week. There shall be no pyramiding or duplicating of overtime or premium pay.
2. All time worked in excess of five (5) days per week shall be considered overtime and paid at the rate of one and one-half times the regular scale of wages. Notwithstanding the above, employees who receive time and one-half (1 ½) for hours

worked on Sunday may work a 6th day at straight time by mutual agreement between the employee and the Company. Part-time employees hired after March 18, 2004 will be paid time and one-half only if time worked on the sixth and seventh day is in excess of forty (40) hours in one week.

3. Full-time employees called in for the sixth or seventh day of work shall be guaranteed four (4) hours work, or four (4) hours pay.

4. Time worked on the sixth or seventh day will be rotated among all employees as evenly as possible, provided the employee is qualified to perform the duties of the job. Should the Employer find it necessary to change the employee's regularly scheduled work day, he shall give the employee one week's notice with reference to such change.

5. Should an emergency arise where it is necessary for the Employer to change the employee's designated day off without the above notice, it shall then be mutually agreed upon between the employee and the Employer.

6. Senior employees shall have preference on the scheduling of days off by mutual agreement; provided an employee is available and qualified to perform all the duties of the job of the employee who is absent.

D. DIVISION OF OVERTIME: Such overtime hours will be distributed as equally as possible on a quarterly basis among employees qualified to perform the overtime work within their job classification.

In Shops employing the classification of Cake Decorator, overtime hours will be shared by the employees in the Cake Decorating classification alone.

E. LUNCH BREAKS: No one shall work a split shift and lunch periods shall be limited to one-half hour. Employees in each Shop will be allowed to elect by a majority vote once each contract period as to whether a lunch period will be taken during the shift. The vote will bind all employees for the period. The lunch period, if elected, must be taken between the three and one-half (3 1/2) and five and one half (5 1/2) hours after the employee starts work.

F. REST PERIODS: Every employee shall have at least ten (10) hours rest between shifts and any employee required to report for work without said ten (10) hours rest will receive time and one-half for all hours of rest lost.

G. Employees shall be granted two (2) fifteen (15) minute rest periods during each work day and be considered as time worked; one rest period to be given before lunch and one after lunch. An additional fifteen (15) minute rest period will be granted to all employees who work in excess of nine (9) hours in any one day.

H. Schedules for all full-time and part-time employees will be posted in each Shop by Friday noon for the following two (2) work weeks.

ARTICLE 3
SENIORITY

A. No worker shall be credited with having seniority rights until they have completed thirty (30) calendar days of steady employment, after which their name shall be placed on the seniority list and dated back to the beginning of the thirty (30) calendar days. Thirty (30) calendar days can be extended to sixty (60) calendar days upon Management written request to the Union, and notice to the employee.

1. Steady employment is interpreted to mean any member who works a full week of forty (40) hours or more, or who worked each day that the regular employees in that plant or department work.

2. All regular part-time employees shall acquire seniority on the basis of their date of hire as a part-time employee.

B. Full-time employees may exercise Company-wide seniority (date of promotion to full-time classification) in the event of layoff at the particular location to which they are assigned to claim remaining jobs at other locations; provided that they have the qualifications to do the necessary work available.

C. On January 1 and July 1 of each calendar year the Employer will post an up-to-date seniority list with a copy furnished to the Union. The seniority list will be considered binding if objections are not raised within fifteen (15) Calendar days of posting.

D. If an employee in a classification is unable with reasonable accommodation to perform the essential functions of the employee's regular job due to a disability, a reasonable effort will be made to place the employee in another job classification where the employee is able to perform the essential functions with reasonable accommodation, providing there is an opening in the other classification. The effort will be made in a lateral or lower classification. Such transfers may be permanent when, in the judgment of the Employer based on competent medical evidence, the employee will not again, in a reasonable period of time, be capable of performing the essential functions of the employee's regular job. All other transfers are temporary and will end when, in the judgment of the Employer based on competent medical evidence, the employee is again capable of performing the essential functions of the employee's regular job, and the employee will then return to the employee's regular former job, seniority permitting. If a proposed reasonable accommodation would violate any term of the contract, the issue shall be subject to the grievance and arbitration procedure.

LAYOFF – RECALL – JOB SECURITY – JOB PREFERENCE

E. **NOTICE OF LAYOFF**: No employee shall be laid off, or put on a part-time basis after working thirty (30) calendar days without being given one week's

previous notice, or pay for same. No employee shall quit their position after working thirty (30) calendar days without giving the Employer one week's notice.

F. LAYOFF/DISABILITY: Employees not working because of illness, injury or layoff will retain and accumulate their seniority rights for one year while on layoff. Seniority rights will be retained and accumulated for two (2) years if the illness or injury is compensable under Workers' Compensation.

G. ORDER OF LAYOFF/RECALL: In case of layoffs, employees junior in service in each Shop shall be laid off first, and in case of employment, employees senior in service shall be re-employed first, subject to the provisions of ARTICLE 3-C.

H. EMPLOYEE TRANSFERS/JOB PREFERENCE: All full-time employees shall receive a minimum of two (2) weeks' notice in the event of an Employer initiated transfer. Temporary transfers may occur without notice as a result of an emergency situation arising in the business. No employee will be transferred as a means of discipline. The Employer shall take into account the circumstances of the affected employee in making transfer decisions.

Full-time employees, based on their seniority, may apply and will have preference for job openings in new stores. This would not include jobs to be filled by untrained personnel, Forepersons or Bakery Managers.

ARTICLE 4 DISCHARGE

The Employer shall not discharge any employee with seniority rights without just cause. Appearing on Company property under the influence of alcohol, having in possession or being under the influence of an illegal controlled substance or dishonesty are examples of just cause discharge. Unless an employee waives the right to a written reason for discharge, the employee who is discharged, shall within three days from date of discharge, receive in writing, reason for such discharge with a copy sent to the Union.

Any objection to any discharge must be registered in writing with the Employer within seven (7) calendar days after reason for discharge is supplied.

ARTICLE 5 LEAVES-OF-ABSENCE

A. General Leave of Absence

1. An employee who has completed their probationary period may be granted a personal leave of absence for up to thirty (30) calendar days. Upon receipt of written application, the Employer may extend the leave for two (2) additional thirty (30) calendar day periods for up to a maximum of ninety (90) calendar days.

2. Employee requests for leaves and/or extensions must be in writing. Employer's response to such requests must be in writing with a copy to the designated Union representative and employee.

3. The employee shall advise their supervisor of their intent to return to work a minimum of one (1) scheduled work week prior to anticipated return.

4. Failure to return from a personal leave of absence shall be considered as a voluntary quit with corresponding loss of all seniority rights.

B. Medical Leave of Absence

1. If it is determined by a licensed medical practitioner that an employee as a result of illness, injury, accident or pregnancy is physically unable to perform their normal duties, they will be granted a leave of absence for up to one (1) year.

2. The leave will commence when it is determined the employee is physically unable to perform their normal duties and shall end when the employee is determined physically able to perform their normal duties.

3. The employee must be able to pass a physical examination if requested by the Employer before they return to work.

4. The employee shall advise their supervisor of their intent to return to work a minimum of one (1) scheduled work week prior to anticipated return.

5. Failure to return from a medical leave of absence shall be considered a voluntary quit with corresponding loss of all seniority rights.

6. Employees to be eligible for medical leave of absence must have completed their probationary period.

7. Employees who are absent for illness or injury compensable under Workers' Compensation shall be granted a leave for a period of up to two (2) years.

8. Employees will be required to provide Employer with timely medical reports as required.

9. Employees shall not be required to use their paid vacation or personal paid holiday time during any leave period which is covered by the Family and Medical Leave Act.

ARTICLE 6 BEREAVEMENT LEAVE

A. Each regular employee on the seniority list shall be entitled to up to a maximum of four (4) days of leave, as required, with pay, in the event of a death occurring in the immediate family within ten (10) days of the death (days off to be

determined by the employee). Immediate family is defined as including only employee's spouse, parents, step-parents, children and step-children. Two (2) days of bereavement leave shall be granted for the death of the employee's brother, sister, mother-in-law, father-in-law, grandchildren or step grandchildren. One day of bereavement leave shall be granted for death of employee's grandparents, step-brother, step-sister, and employee's Domestic Partner or any other relative living in the employee's home at the time of death. "Domestic Partner shall be defined to mean a person who: 1) is in a committed and mutually exclusive relationship, jointly responsible for the other domestic partner's welfare and financial obligations; and 2) resides with the domestic partner in the same principle residence and intends to do so permanently; 3) is at least eighteen (18) years of age and unmarried; and 4) is not a blood relative of the other domestic partner; and 5) has been in a relationship for six (6) continuous months prior to the date on which the person seeks benefits under this section, provided the employee attends the memorial service.

B. Bereavement leave pay will only be granted for time actually lost on scheduled work days.

ARTICLE 7 HOLIDAYS

A. Holidays under this Agreement shall be:

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

B. Holiday Work Week

1. For the Thanksgiving, and Christmas holidays: regular full-time employees shall be guaranteed a full week's pay of forty (40) hours for thirty-two (32) hours of work. They shall be paid time and one-half for all hours worked over thirty-two (32) hours in these holiday weeks. If the Employer decides its locations will be open on these holidays it will staff its bakeries by first requesting volunteers, if there are no volunteers the Employer will assign the junior most qualified employees to work these shifts (this also applies to Easter Sunday which is not a Holiday). The Employer shall provide for time and one half the regular scale of wages for all employees for all hours worked on the actual date which the holiday falls on.

2. For the New Year's Day, Memorial Day, Fourth of July, and Labor Day holidays regular full-time employees shall be guaranteed a full week's pay of forty (40) hours for thirty-two (32) hours of work. They shall be paid time and one-half for all hours worked over forty (40) hours in these holiday weeks.

3. Employees working these holidays shall have the option to elect to postpone their

holiday pay for the holiday worked in the holiday week in exchange for a floating holiday subject to the same terms and conditions of floating holidays. One (1) year carry over is allowed by written letter of mutual agreement.

C. EMPLOYEE ABSENCES:

To qualify for holiday pay the employee must work his/her scheduled work shift before and after the holiday. They will however qualify for holiday pay if they are absent one of these days under the following circumstances:

1. They are on vacation.
2. The employee is absent due to a proven illness or injury. A doctor's note will be necessary to be accepted as proof. Employees who report for work either the scheduled shift before a holiday or scheduled shift after a holiday shall receive holiday pay if they leave work early because of illness or injury.
3. Other absences including military leave, FMLA leave, Funeral leave, or Jury duty leave.
4. In the event regular employees are absent because of illness, injury or cases covered under Workers' Compensation, not more than thirty (30) calendar days prior to the holiday, they shall nonetheless receive the holiday pay as outlined in the preceding paragraphs.

D. PART-TIME EMPLOYEE HOLIDAYS: Part-time employees who have been regularly employed for ninety (90) calendar days and who are regularly scheduled for four (4) days during a week, will receive four (4) hours holiday pay for holidays as defined in paragraph A of the Article if they are eligible under all other holiday pay provisions, and if the holiday, or the day celebrated as such, fall on one of their regularly scheduled days of work.

E. FLOATING HOLIDAY: Full-time employees hired before October 1, 2012, upon completing one year of service, shall be eligible for three (3) floating holidays. Part-time employees hired before October 1, 2012, upon completing one year of service, shall be eligible for three (3) floating holidays. Any full-time or part time employee hired after October 1, 2012 shall be eligible for one (1) floating holiday after completing one (1) year of service; two (2) floating holidays after completing three (3) years of service; and three (3) floating holidays after completing five (5) years of service.

The scheduling of these holidays will be by mutual agreement between the employee and the Employer.

Full-time employees, when eligible, shall receive eight (8) hours pay for each

floating holiday taken.

Part-time employees, when eligible, shall receive four (4) hours pay for the floating holiday taken.

Floating holidays are to be taken from anniversary year to anniversary year and shall not be carried over from year to year unless agreed to in writing by the Employer and the employee. Such agreement shall not be unreasonably withheld.

DEPARTING EMPLOYEES: An employee having once qualified for a holiday, and who leaves the employment of the Employer, regardless of the circumstances under which they leave, shall receive any earned or accrued holiday pay.

F. Employees on vacation when a holiday as defined in Paragraph A of this Article is celebrated, will receive an additional days pay or an additional day of vacation.

ARTICLE 8 VACATIONS

A. VACATION • ELIGIBILITY: All employees who have been with the Employer as regular employees for one year shall be given one week's vacation with pay.

1. All employees who have been with the Employer as regular employees for two (2) years or more shall receive two (2) weeks' vacation with pay.

2. All employees who have been with the Employer as regular employees for eight (8) years or more shall receive three (3) weeks' vacation with pay.

3. All regular employees who have been with the Employer for fifteen (15) years of continuous service shall receive four (4) weeks' vacation with pay.

4. All employees who have been with the Employer as regular employees for twenty (20) years of continuous service shall receive five (5) weeks' vacation with pay.

5. Employees shall have their choice of vacations according to seniority in each department, but will have only one first choice,

6. The Employer shall post a vacation list by February 1st. All employees must sign designating their vacation period. Those who fail to sign by March 31st shall forfeit their seniority rights to choose their vacation. The Employer and employees shall mutually agree on vacation rules for each Company or Shop. Vacation rules are for the term of the agreement.

7. Employees must take vacations. There will be no further carryover of earned but unused vacation from year to year effective 9/9/18.

8. Vacation may be taken year around.

B. "DAY AT A TIME" USE OF VACATION:

Employees who are eligible to take two (2) or more weeks of paid vacation per year may utilize all such vacation each year on a "day-at-a-time" basis. Requests to use these days must be made prior to the posting of the work schedule for the period when the vacation is to be used. Requests made after the March 31 end of vacation scheduling must be submitted in writing. These requests will be granted as mutually agreed to by the employee and the Employer provided that the Employer's consent may not be withheld simply because the day requested is a weekend day or would result in an extended weekend. In the event that conflicting requests for vacation are made during the vacation designation period of February 1 through March 31 each year, preference will be given to the employee proposing to take vacation days in a block of one week or more over the conflicting request of any employee asking to use vacation in increments of less than one week. It is recognized that, because of operational and staffing needs, not every employee who requests to use vacation on a "day-at-a-time" basis will be able to do so in each case.

C. VACATION PAY:

1. Vacation pay shall be based on the average hours paid, defined as; regular hours, overtime hours, vacation hours, holidays hours, and jury duty hours in the fifty-two (52) weeks prior to an employee's vacation or the employee's anniversary year, multiplied by the employee's then current rate of pay. Any regular full-time employee who has been paid 1700 hours, as defined above, or more in his/her anniversary year shall have vacation pay computed on the basis of at least forty (40) hours of work per week for that year. In the case of regular full-time employees paid fewer than 1700 hours, as defined above, in their anniversary year, vacation eligibility will be pro-rated. The Employer's method must be consistent for all employees from year to year. Average hours over forty (40) will be paid at time and one-half an employee's straight time hourly rate.

"Vacation checks will be available at the regular payroll date, and not before."

D. DEPARTING EMPLOYEES: An employee having once qualified for a vacation, and who leaves the employment of the Employer, regardless of the circumstances under which they leave, shall receive such portion of vacation due on a pro-rata basis.

E. PART-TIME EMPLOYEE VACATION: Part-time employees who work in excess of 1040 hours per year (anniversary year) shall receive a pro-rata vacation based on their average number of hours worked in accordant with the provisions of this Contract for fulltime employees. One week's vacation after one year; two (2) weeks' vacation after two years; three weeks' vacation after eight (8) years, etc.

1. Those part-time employees who work less than 1040 hours per anniversary year shall receive a pro-rata vacation on the basis of one week after one year of service to a maximum of two (2) weeks for two (2) years.

ARTICLE 9
UNION LABEL

A. The Union label with the Employer's name thereon will be furnished at cost to the Employer as long as he upholds his agreement with this Union and no other Union having a grievance with the firms. Such labels to be procured through the Union office of Local 22.

B. All unwrapped bakery products which the law requires to be labeled with the name of the manufacturer may be labeled with the Bakers' Union label.

C. In case the members of the Union are withdrawn from the employment of the undersigned Employer, the Union reserves the right to withdraw the Union label. The Employer must also cease to use any wrapper on which appears the imprint of the label of the Bakery, Confectionery, Tobacco Workers and Grain Millers Union, Twin Cities Local 22, AFL-CIO.

D. The Union reserves the right to agitate for and promote the use of the Union label.

E. The Union shall have the right to display a copy of the Union Solidarity shield and label in the Employer's location.

ARTICLE 10
UNION BUSINESS

A. An authorized business agent or other designated representative of the Union shall be permitted to enter a facility covered by this Collective Bargaining Agreement during working hours to attend to the business of the Union, with the right to examine pay checks and timecards of its members providing that such representatives do not interfere with the Company's business or operation.

B. Any member of the Union acting in a representative capacity for the Union which necessitates their absence from employment shall retain and accumulate their seniority rights.

C. The Union shall have the right to have a bulletin board on the working premises of each Employer and post official notices of the Union thereon.

D. The Employer shall not discriminate against a Shop Steward or any other member of the Union for any Union activity.

ARTICLE 11
MISCELLANEOUS

A. WEEKLY PAY: Employees shall be paid weekly, except in those instances where the Employer has an established practice of paying biweekly.

B. BREAKAGE: No employee shall be charged for breakage, material damage or products damaged.

C. APRONS: The Employer agrees to furnish, maintain and launder for each employee aprons required in the course of their work.

D. PHYSICAL EXAMINATIONS: Employers who demand that employees take physical examinations must stand the expense of such examinations.

E. PAYROLL DEDUCTIONS: The Employer shall not be allowed to deduct anything from pay checks except deductions required by law unless authorized in writing by the employee.

F. SALE OF SHOP: In the event an establishment changes hands during the life of this Agreement, the new Management shall assume the responsibility and obligation of the previous Employer in reference to pay, seniority and vacation.

G. TIME KEEPING: In the event the Employer does not have a time clock, it shall have the time sheets so employees may keep a record of starting time, quitting time and lunch periods.

H. REASONABLE DAY'S WORK: The Employer agrees to carry on its operations without demanding or requiring more than a reasonable day's work from any member of the Union.

I. SANITARY CONDITIONS: Every shop operating under this Agreement must be kept in a clean and sanitary condition and comply with the sanitary laws of the state and city and suitable accommodations will be provided the employees for the keeping and changing of clothing.

J. PAY CARDS: Should the Employer reach agreement on the ability to utilize pay cards in their negotiations with UFCW Local 653 and UFCW Local 1189, then the company shall have the right to implement pay cards under this contract after meeting with the union.

K. DRUG TESTING: It is agreed by and between the Bakery, Confectionery, Tobacco Workers And Grain Millers Union, Twin Cities Local 22, AFL-CIO, and the undersigned Employer that should the Employer desire during the term of the current Collective Bargaining Agreement to implement a drug testing plan for its employees that the Union shall be provided twenty (20) days advance notice of the Employer's

decision to implement such plan together with a copy of the plan. Any such plan shall comply with the Minnesota Drug Testing Statute.

ARTICLE 12
JURY DUTY

The Employer shall grant to full-time employees on the seniority list, who are required to serve on a petit jury, the difference between the employee's regular straight time weekly earnings not to exceed forty (40) times the employee's straight-time hourly rate of pay, and any jury fee paid to the employee. The employee shall notify the Employer, upon receipt of jury service notice, as soon as possible. Time spent on jury duty shall be considered as time worked for all purposes of this Agreement. When an employee is released for a day, or part of a day, during any period of jury service, they are to report for work.

ARTICLE 13
INJURY ON THE JOB

Where an employee is injured on the job and such accident is compensable under Workers' Compensation, said employee shall be entitled to full pay not to exceed eight (8) hours at his/her regular straight-time hourly rate for a period not to exceed three (3) days. If Workers' Compensation provides compensation from the first day of the injury, then the aforementioned provision will not apply. It is understood that in order to be eligible for compensation, the employee shall report, upon receipt of the injury, to his Supervisor who will refer the employee to the Employer's physician, or a physician of the employee's choice. The physician's decision with respect to the length of time required off from the job shall be the controlling factor in determining loss of time compensation.

ARTICLE 14
HEALTH AND WELFARE

The Employer will contribute to the Twin Cities Bakery Workers Health and Welfare Fund (the "Fund") the sum of:

Effective date:	<u>January 1, 2024</u>	<u>\$224.34 per week</u>
	<u>January 1, 2025</u>	<u>\$229.21 per week</u>
	<u>January 1, 2026</u>	<u>\$234.08 per week</u>

for each Eligible Participant (as defined below) of the Employer covered by this Agreement. For purposes of computing contribution on vacation hours, vacation pay will be deemed to be paid as the vacation hours are taken. For example, a vacation paycheck given to an employee on Friday for vacation to be taken the next week shall be deemed to be paid in the following week.

An Eligible Participant shall be defined as follows depending on whether at their initial date of employment, they are intended to work more than thirty (30) hours a week. New employees who are intended at hire intended to work more than thirty (30) hours a week are Eligible Participants and would become eligible for coverage on the first day of the calendar month coincident or next following the end of two four- or five-week payroll measuring periods and a 1-month administrative period. For example, an employee hired on April 3, 2024 would become eligible for health benefits on July 1, 2024 (the first day of the calendar month following a one-month administrative period).

New employees other than those who are intended at hire to intended to work more than thirty (30) hours a week, (variable hour employees), should be evaluated after the end of their first 12 months of employment. Paid hours would be reviewed to determine if they have achieved the 30-hour weekly average over the twelve-month measurement period. If they averaged more than 30 hours per week, the employee would become be deemed an Eligible Participant and be eligible for coverage on the first day of the month following a one-month administrative period). For example, an employee hired on April 3, 2024 would complete their 12-month lookback measurement period on April 2, 2025. If they had 1560 or more paid hours during those 12 months, they become eligible for health benefits beginning June 1, 2025 (the first day of the calendar month following a one-month administrative period) for the rest of calendar year 2025

An Eligible Participant may elect to cover their family members who are qualifying dependents or qualifying spouses as defined by the Plan and applicable law.

The Employee contribution shall be:

January 1, 2023	\$56.14 per week
January 1, 2024	\$56.14 per week
January 1, 2025	\$56.14 per week

In addition to the above contribution, the Employer will establish an HSA account administered by the Fund for each Eligible Participant. The Employer will make contributions to the HSA as follows:

Family coverage at \$46.00 per week per full-time employee with a family.

Single coverage at \$23.20 per week per full-time single employee.

C. Employer contributions, as provided above, shall be made monthly and shall be made within fifteen (15) days following the end of the month for which the

hours were paid in accordance with the rules and regulations of the Trustees with respect to reporting and payment of contributions.

D. The Trustees of the Fund shall determine the benefits to be provided for employees. If the Employer is required by federal or state law to make any payment for health care costs by tax or otherwise other than those specified in the Article, the Employer may reopen this Article of the Agreement for modification. As long as the Employer, on the date of the Reopening Notice to the Union, also notifies the State and Federal Mediation Services in accordance with 29 U.S.C. 158(d), It shall have all of the rights afforded by the NLRA.

E. Employees retiring after June 6, 1983 will not be eligible for retiree benefits under this program.

F. The parties hereto agree to be bound by the Agreement and Declaration of Trust establishing the Fund, together with any amendments of said Trust Agreement and any rules and regulations adopted by the Trustees to the extent not inconsistent with the terms of the Collective Bargaining Agreement.

ARTICLE 15 PENSION

The Employer agrees during the life of this Agreement to continue contributions to an established joint Union-Management Pension Fund for the benefit of employees covered by this Agreement. The plan as heretofore established is entitled Minnesota Bakers Union Pension Fund, dated September 13, 1966, and with amendments thereto, shall continue in accordance with the Trust Agreement, Administrative Regulations and policies established pursuant thereto. Contributions will be made for all employees. The Employer will make the pension contribution for a part-time employee only if the employee works over 1,000 hours in a calendar year. The contribution will be made retroactively for the year in which such an employee works over 1,000 hours.

B. The Contribution Rates shall be:

1. Effective September 10, 2023 the contribution rate shall be one dollar and ninety-two cents (\$1.92) per hour up to forty (40) hours per week.
2. Effective September 8, 2024 the contribution rate shall be one dollar and ninety-seven cents (\$1.97) per hour up to forty (40) hours per week.
3. Effective September 7, 2025 the contribution rate shall be two dollars and two cents (\$2.02) per hour up to forty (40) hours per week.

It is further the intention of the parties hereto that non-work days which shall be considered as days worked for the purpose of computing the Employer's weekly contribution for each employee shall include and be limited to paid holidays, as specified in ARTICLE 7, of the Collective Bargaining Agreement, executed between the parties hereto, and paid vacations as specified in ARTICLE 8 of the said Collective Bargaining Agreement.

A. The Pension Plan and its Pension Fund shall be administered by a joint administration board composed of an equal number of Union representatives and Employer representatives. The Pension Fund shall be established for the sole purpose of providing pensions for all employees covered by the bargaining unit specified in ARTICLE 1 of the aforesaid Collective Bargaining Agreement.

B. Expenses incident to the establishment and administration of the Plan and Fund shall be paid out of the Fund. The Fund shall be established with the assistance of a qualified firm of pension consultants to be selected by the said joint administrative board.

C. The administration of the Pension Plan and Fund and any documents pertinent thereto shall conform to all appropriate existing and future federal and state laws.

D. Employees shall have such rights in aforesaid Fund as may be provided in the Trust Agreement.

E. Issues which may arise in the course of administration of the Fund by Joint Administration Board shall be resolved by majority vote of all members of the said Board. Issues which cannot be resolved by such majority vote of the said Board shall be referred to arbitration under the rules of arbitration to be established in the aforesaid Trust Agreement. Arbitration rulings shall be final and binding on all parties thereto. Arbitration expenses incurred there under shall be paid by the Fund.

F. It is further agreed that payments due from Employers under this Collective Bargaining Agreement and the Pension contract shall be made to the Trustees for the calendar quarters ending March 31st, June 30th, September 30th, and December 31st, and shall be made not later than thirty (30) calendar days following the close of such quarters. In the event of default by an Employer in making such payments, the Trustees may give notice by certified mail of such default. If such default is not cured within forty-five (45) calendar days of the giving of such notice, the Trustees, on behalf of the beneficiaries of the Pension Fund, may take any legal action as they, in their sole discretion, deem appropriate in order to collect such delinquent payments. In such action, the Employer shall be liable in an amount equal to treble the amount of payments in default, together with interest and all collection costs, including reasonable attorney's fees.

This provision shall be in addition to such rights as the Union may have under the law for breach of the Collective Bargaining Agreement, including, but not limited to the picketing and refusing to work. Such contributions and payments for the purpose of enforcement of collection of the same against the Employer, if delinquent, shall be regarded as unpaid wages and entitled to the same penalties and priorities as unpaid wages.

The Employer hereby agrees to allow the Trustees reasonable access to their wage and employment records for the purpose of determining the amount due from the Employer.

G. The Employer agrees that not later than sixty (60) days following the date of ratification of this Agreement, it will make available to employees who have completed the probationary period the option to contribute to an Employer-sponsored 401(k) retirement savings plan, subject to the conditions and requirements of that plan. It is understood that the Employer itself shall have no obligation to make contributions to this plan on behalf of any employee or to match any contributions to such plan which may be made by any employee. The sole purpose of this provision is to provide employees with an advantageous opportunity to set aside personal funds for retirement savings.

ARTICLE 16 GRIEVANCE AND ARBITRATION PROCEDURE

A. Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following Steps:

STEP I - By conference between the aggrieved employee, the Shop Steward, or both, and the Supervisor, within five (5) working days of the occurrence of the grievance.

STEP II - By conference between the Business Representative of the Union, and Management within ten (10) working days of the occurrence of the grievance.

STEP III - In the event that STEP I and II do not resolve the dispute, the parties agree that they will seek the assistance of State or Federal Mediation Services available before STEP IV is implemented. .

STEP IV: If the grievance is not resolved in STEP III, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within five (5) calendar days following the STEP III meeting. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator

shall be selected from a list of five (5) neutral-arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The Employer and Union shall each alternately strike one (1) name, and the order of striking shall be determined by chance. The remaining arbitrator, after each party has made two (2) strikes, shall hear and determine the dispute.

B. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issue.

C. The award of the arbitrator shall be made within sixty (60) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding upon the Employer, Union and employees involved. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

D. The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited, and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the parties.

ARTICLE 17 NON-DISCRIMINATION

The Employer and the Union agree that no employee will be discriminated against because of race, color, religion, sex, sexual orientation, national origin, age, physical or mental handicap, veteran's status, including Viet Nam era veterans or Union activity.

ARTICLE 18 VETERAN'S RE-EMPLOYMENT

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

ARTICLE 19 MANAGEMENT RIGHTS

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

ARTICLE 20
TECHNOLOGICAL CHANGE

The parties recognize that automated equipment and technology is now available for the retail food industry bakeries and may change the way work is done at the Employer's bakery(ies) including eliminating the need to employ as many employees in some job classifications. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective, the parties agree as follows:

In the event the Employer makes a major technological change such as introducing new equipment and/or methods of performing work which would have a direct material impact affecting bargaining unit work, twenty (20) days' advance notice of such change will be given to the Union.

In addition, the Employer agrees:

A. Any retraining necessary for employees who will be retained after such major technological change will be furnished by the employer at no expense to the employees.

B. In the event a full-time employee's job is eliminated as a direct result of such major technological change and the employee is not offered other employment, the employee will be eligible for severance pay in accordance with the following provisions:

1. All full-time employees with three (3) or more years of full-time continuous service will be eligible for (1) week's severance pay for each year of full-time continuous service. Maximum severance pay of eight (8) weeks' pay to be paid on a weekly basis.

Weekly severance pay shall be determined by the average number of hours worked for the fifty-two (52) weeks preceding displacement, not to exceed forty (40) hours straight-time pay. Any employee accepting severance pay shall be considered separated from the Employer and shall have no further rights to employment.

2. An employee shall be disqualified for severance pay in the event the employee:

a. Refuses retraining.

b. Refuses a transfer to other employment within the geographical area covered by this Agreement. The geographic area includes the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington.

ARTICLE 21
CLASSIFICATIONS, JOB DESCRIPTIONS, WAGES, & PREMIUMS

A. CLASSIFICATIONS AND JOB DESCRIPTIONS:

1. Bakery Managers: In those cases where a bargaining unit employee has been selected by the Employer and is serving as Bakery Manager, the wage rate shall be noted on the wage schedule. The Employer may continue to exercise the right to select persons to serve as Bakery Manager without posting or bidding and without regard to seniority. The Employer may likewise remove persons from the Bakery Manager position at its discretion and will determine which locations require the use of a Bakery Manager. All hours worked by Bakery Managers on Sunday shall be paid at the rate of time and one-half (1 ½) their regular rate of pay.

2. Assistant Bakery Managers: Employees selected by the Employer to serve as Assistant Manager shall receive the Foreperson/Assistant Manager wage specified in the Agreement. Those employees serving in the Assistant Manager role may be selected by the Employer without posting or bidding and without regard to seniority. It is understood that there is no requirement that each and every location necessarily have an employee serving as Assistant Manager. It is also recognized that some employees currently serving as Assistant Manager may be removed by the Employer from that position at its discretion and certain Assistant Manager positions may be discontinued based on a determination that the store/department involved does not require an Assistant Manager.

3. Journeyman Bakers/Cake Decorators: may perform all work within the Employer's bakery operations.

4. Bakery Helpers: may likewise perform a full range of bakery activities, but shall be excluded from performing the tasks specified below:

- a. the mixing of products totally "from scratch;"
- b. the mixing of products requiring the combination of a base, with flour and water; It is understood that Helpers may make up and otherwise work with "dry mix" products (i.e., products requiring only the addition of a liquid and/or yeast to a prepared mix.);
- c. the hand forming and/or proofing of products referenced in subparagraphs a and b above.

Notwithstanding the forgoing, Helpers shall specifically be permitted to do base icing of undecorated product of all types, finishing, wrapping and packing of product of all types, as well as baking of product of all types and other tasks historically performed by apprentices, fryers, finishers, wrappers and packers.

5. Bakery Trainee Program: This program is intended to teach, coach and train bakery employees to be prepared for Full-time bakery openings/opportunities. Part-time or Full-time Bakery Helpers can train for a period of nineteen (19) weeks to become certified as a Part-time Journeyman Baker. At the completion of the training and following successful certification, the trainee will move from the Part-time Helper wage scale to the Part-time Journeyman Baker wage scale at \$15.32. If successful certification is not achieved or the employee chooses to withdraw from the training program, the trainee will remain in their Part-time Helper role. The company will select those who will participate in the training program and will provide their names to the union. It is understood that Full-time Helpers who complete the program will have preference for future Full-time Journeyman Baker opportunities. It is not the intent of this program to reduce the number of full time positions and replace them with part-time positions. It is not the intent of this program to reduce the number of full time positions and replace them with part time positions nor is it the intent in any way to create a required ratio of full time to part-time.

B. WAGE SCALES: The following schedule of minimum hourly wages shall be paid employees in the following classifications.

Job Classification	<u>9/10/2023</u>	<u>9/8/2024</u>	<u>9/7/2025</u>
<u>Bakery Manager</u>	\$27.52	\$28.52	\$29.52
<u>Journeyman Baker/Decorator</u>			
Over 11900 hours	\$23.40	\$23.40	\$23.40
11401 - 11900 hours	N/A	N/A	N/A
10901 - 11400 hours	\$18.50	\$18.50	\$18.50
10401 - 10900 hours	N/A	N/A	N/A
8321 – 10400 hours	\$15.91	\$15.91	\$15.91
6241 – 8320 hours	\$15.32	\$15.32	\$15.32
3121 – 6240 hours	\$14.86	\$14.86	\$14.86
0-3120 hours	\$14.15	\$14.15	\$14.15
<u>Full Time Helper/PT Decorator</u>			
Over 13000 hours	\$22.00	\$22.50	\$23.00
12501 - 13000 hours	\$20.50	\$20.50	\$20.50
12001 – 12500 hours	\$17.50	\$17.50	\$17.50
11501 – 12000 hours	N/A	N/A	N/A
10401 – 11500 hours	\$15.50	\$15.50	\$15.50
8321 – 10400 hours	\$13.91	\$13.91	\$13.91
6241 – 8320 hours	\$13.39	\$13.39	\$13.39
4161 – 6240 hours	\$12.68	\$12.68	\$12.68
2081 – 4160 hours	\$12.05	\$12.05	\$12.05
1041 – 2080 hours	\$11.75	\$11.75	\$11.75

0-1040 hours	\$11.50	\$11.50	\$11.50
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Part Time Journeyman Baker

Over 11900 hours	\$23.05	\$23.05	\$23.05
11401 - 11900 hours	N/A	N/A	N/A
10901 - 11400 hours	\$18.00	\$18.00	\$18.00
10401 - 10900 hours	N/A	N/A	N/A
8321 – 10400 hours	\$15.91	\$15.91	\$15.91
6241 – 8320 hours	\$15.32	\$15.32	\$15.32
4161 – 6240 hours	\$14.86	\$14.86	\$14.86
2081 - 4160 hours	\$13.90	\$13.90	\$13.90
1041 – 2080 hours	\$13.32	\$13.32	\$13.32
0 – 1040 hours	\$12.80	\$12.80	\$12.80

Part Time Helper

Over 4020 hours	\$15.60	\$16.10	\$16.60
3721 – 4020 hours	\$13.00	\$13.00	\$13.00
3421 – 3720 hours	N/A	N/A	N/A
3121 – 3420 hours	\$12.00	\$12.00	\$12.00
2601 – 3120 hours	\$11.10	\$11.10	\$11.10
2081 – 2600 hours	\$10.60	\$10.60	\$10.60
0 - 2080 hours	\$10.05	\$10.05	\$10.05

Clean-Up Full Time

1 st 6 months	\$12.26	\$12.26	\$12.26
Thereafter	\$15.14	\$15.54	\$15.94

Clean-Up Part Time

1 st 6 months	\$9.85	\$9.85	\$9.85
2 nd 6 months	\$10.00	\$10.05	\$10.05
Thereafter	\$11.25	\$11.50	\$11.75

C. PREMIUMS:

1. Employees in any of the above classifications who are making in excess of the top rates as indicated shall receive the same increases as those employees at the top rate for their respective classification.

2. SUNDAY PREMIUM: All work performed by full-time employees and Bakery Managers on Sundays shall be paid -for at the rate of time and one-half, except as expressly provided below. Part-time employees shall receive no Sunday premium. Full- time clean-up employees hired after 09-28-91 and all employees newly hired

into bargaining unit job classifications or promoted into full-time positions on or after May 25, 2000, shall receive no Sunday premium.

- a. Should the Employer decide to open its locations on Easter Sunday all fulltime employees not eligible for the Sunday premium shall receive a \$4.00 per hour premium for all hours of work performed on that day.
 - b. Should the Employer decide to open its locations on Easter Sunday all part-time employees shall receive a \$2.00 per hour premium for all hours of work performed on that day.
3. Employees paid at a rate on the wage scale shall be credited with the corresponding number of hours for purposes of wage rate progression.

ARTICLE 22
TERM OF AGREEMENT

THIS AGREEMENT to be in force and effect from September 10, 2023 through September 5, 2026 and thereafter until a new Agreement (the terms of which shall become retroactive from the above expiration date) has been consummated and signed, or this Agreement, after the above expiration date, has been cancelled or terminated by the Employer or by the Union, upon notice, with the sanction of the Bakery, Confectionery, Tobacco Workers And Grain Millers Union, Twin Cities Local 22, AFL-CIO. Article 14 may be reopened for negotiations during the term in accordance with the provisions of that Article. Copies of this Agreement shall be signed in triplicate; one to be kept by the Union, Local No. 22, and one to be kept by the International Union.

Driskill's Market

BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLER'S UNION, TWIN CITIES LOCAL 22, AFL- CIO

By: SCOTT D. DRISKILL

By: WALTER BORGAN

Its: PRESIDENT

Its: PRESIDENT

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Date: 10-27-2023

Date: 10-23-23

If you have questions about your health care coverage or pension, call the following phone numbers:

TWIN CITY BAKERY WORKERS HEALTH AND WELFARE FUND

Eligibility: Vicki 651-686-0108 Ext. 108 Disability

Benefits: Kellie 651-686-0108 Ext. 106

Dental: Jennifer 651-686-0108 Ext. 105

MINNESOTA BAKERS UNION PENSION FUND

Pension: 651-686-0108 Ext. 107

Medical Benefits/Claims/Pharmacy/HSA:

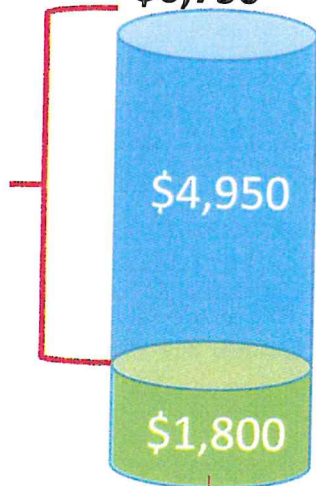
United Healthcare: 844-333-872

Optum/HSA: 866-234-8713

HOW THE HEALTH & WELFARE DEDUCTIBLES ARE FUNDED

Single Coverage United Health Care Deductible of \$6,750

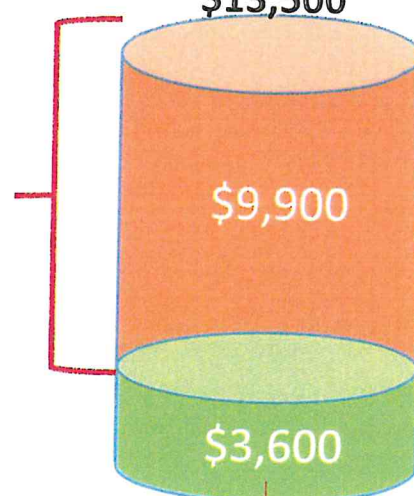
Remaining \$4,950 will be reimbursed to members until they reach UHC deductible target of \$6,750



Members pay \$1,800 before Re-imbursement eligibility. After using your ~\$1,200 per year in HSA contributions, max out of pocket cost to the member is ~\$600

Family Coverage United Health Care Deductible of \$13,500

Remaining \$9,900 will be reimbursed to members until they reach UHC deductible target of \$13,500



Members pay \$3,600 before Re-imbursement eligibility. After using your ~\$2,400 per year in HSA contributions, max out of pocket cost to the member is ~\$1,200

Once you reach \$1,800 paid in deductibles for single coverage, or \$3,600 paid in deductibles for family coverage, any new amounts billed to you above those amounts must be submitted to Formula Benefits with a Medical Reimbursement Form and a copy of the Explanation of Benefits (EOB) in order for Formula to process the request. Approved amounts will then be reimbursed back to you until you reach the deductible limits listed above for single and family plans.

Reimbursement forms can be downloaded from www.formulabenefits.com under the documents and forms tab at the upper right of the homepage, then click on TCBW Medical Reimbursement Plan (MRP Form)

****Reimbursement & deductible amounts subject to change****



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, INCLUDING ANY LEAVE OF ABSENCE, TO PROTECT YOUR RIGHTS AS A UNION MEMBER!

PLEASE NOTE: DUES WILL BE COLLECTED IF YOU WORK ONE OR MORE DAYS IN A GIVEN CALENDAR MONTH.

NEW LOCAL 22 MEMBERS:

NEW EMPLOYEES MUST TURN IN A COMPLETED MEMBERSHIP APPLICATION NO LATER THAN 30 DAYS AFTER EMPLOYMENT. PLEASE ASK YOUR SHOP STEWARD ABOUT MEMBERSHIP REQUIREMENTS.