

AGREEMENT BETWEEN

HAPPY'S POTATO CHIP COMPANY

MINNEAPOLIS, MN

And



**BAKERY, CONFECTIONERY, TOBACCO WORKERS
AND GRAIN MILLERS UNION**

TWIN CITIES LOCAL 22, AFL-CIO

OCTOBER 1, 2022

THROUGH AND INCLUDING

SEPTEMBER 30, 2027

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AGREEMENT BETWEEN

HAPPY'S POTATO CHIP COMPANY

AND

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

THIS AGREEMENT made and entered into this 1st day of October, 2022, by and between the HAPPY'S POTATO CHIP COMPANY, Minneapolis Manufacturing Branch, by its duly authorized Officers thereof, hereinafter referred to as the Employer, and the BAKERY, CONFECTIONERY, TOBACCO WORKERS, AND GRAIN MILLERS UNION, TWIN CITIES LOCAL NO. 22, AFL-CIO, of the City of Minneapolis, by its duly authorized representatives thereof, hereinafter referred to as the Union.

**ARTICLE 1.
REPRESENTATION**

Section 1. The Union shall be recognized to be the sole representative of those classifications of employees covered by this Agreement in Collective Bargaining with the Employer, and, more specifically, the bargaining representatives of all employees in the Employer's production unit, excluding drivers, office employees, and supervisors.

Temporary Employees who are leased from a manpower supply company shall not be covered by the terms of this Agreement, provided they do not perform bargaining unit work in excess of 90 working days. If employed after ninety working days, they will be subject to the terms of the Agreement.

If a temporary leased employee is filling in for a long term leave of absence, the ninety (90) working days will not apply and the temporary employee will not be covered by the terms of this Agreement unless retained to work after the leave expires.

Section 2. The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement.

Section 3. New employees shall be considered on probation for the first ninety (90) working days of their employment, and shall not be considered as regular employees until they have served the probationary period.

Section 4. 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 thirty (30) days 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 thirty (30) days after date of hire as a condition of employment for the duration of this Agreement.

For the purpose of this section, membership shall require only the tendering of dues and fees uniformly required by the Union to the extent permitted under the National Labor Relations Act.

Section 5. The Employer agrees to deduct once each month, all uniform dues, assessments and initiation fees 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.

It is especially agreed and understood that the Union assumes full responsibility for the validity and legality of such employees' deductions as are made by the Employer and hereby agrees to indemnify and save the Employer harmless by virtue of such collections and payments to the Union.

Section 6. The Employer has the management and direction of the working forces including the right to plan, direct, and control the Employer operations; layoff, suspend, or discharge for proper cause.

However, in the exercise of these managerial responsibilities, the Employer agrees that the employees will not be discriminated against and that such managerial prerogatives shall not be exercised to effect a condition contrary to any of the terms or provisions of this Agreement.

ARTICLE 2. **STRIKES AND LOCKOUTS**

There shall be no strikes or lockouts during the term of this Agreement.

ARTICLE 3. **HOURS OF WORK**

Section 1. Eight (8) hours per day from Monday through Friday shall constitute the regular working hours. All time worked in excess of eight (8) hours daily shall be considered overtime and paid for at the rate of one and one-half times the regular scale of wages.

Section 2. Forty (40) hours of work shall constitute a normal work week. All time worked in excess of forty (40) hours in any one week shall be considered overtime and paid for at the rate of one and one-half times the regular scale of wages. A normal work week shall start on Monday, and the days worked shall be consecutive.

Section 3. All Saturday work shall be paid for at the rate of one and one-half times the regular wage scale; provided, however, that straight-time only shall be paid for Saturday work if any employee has absented himself without just cause on any day or day's, Monday through Friday, in the week prior to the Saturday work. Just cause for the purpose of this clause shall be personal sickness, sickness in the immediate family, or death in the immediate family, as provided for in ARTICLE 18, Jury Duty, serving as an official in a national, city or state election, necessary attention to Union business (if the employee is a Union official), the involvement of the employee in legal proceedings necessitating absence; for absence due to holidays, as provided in this Agreement, or layoffs during the week involved; and provided further, that employees absent for just cause shall use their best efforts to give the Employer one hour's notice when unable to report for work.

Employer agrees to post notice of Saturday overtime by noon Wednesday except in case of extreme emergency.

Section 4. All time worked on Sundays shall be paid for at the rate of double time. It is understood that work shifts starting on Sunday evening as the first working day of the week will be paid straight time.

Section 5. Any full-time employee required to report for work shall be guaranteed four (4) hours employment, or four (4) hours pay, with the exception that an Employer may deprive an employee of the guarantee should that employee report late. The provisions of this Section shall not apply to acts of God, external, electrical or water shutdown.

Section 6. The Employer will endeavor to arrange the work week so that senior employees shall receive forty (40) hours of employment, provided there is forty (40) hours of employment available. Should the Employer find it necessary to reduce the work week or lay off personnel because of a slack in operation, senior employees may exercise their seniority provided they are qualified to do the complete job.

Section 7. Senior employees shall have first preference to overtime work if they are able to, and qualified to perform the work available; except where overtime is necessary, the employee normally performing such work shall have the first preference.

7a: Senior employees shall also have the right to refuse overtime work, if there are other employees available who are able to, and qualified to perform the work. In the event that there are no volunteers, or there are not enough volunteers to perform the production operation required by the Company for overtime work, the Company shall then require the employee on the bottom of the seniority list, and in accordance with seniority, to work to complete their roster for the required production. This shall apply to new employees on probation and not on the seniority list as provided for in ARTICLE 1, Section 3, and ARTICLE 11, Section 1, of the Working Agreement, provided they are qualified to do the work available.

Section 8. Temporary employees are those employees who are leased from manpower supply companies. Such leased employees may be used to fill in for regular employees who are absent from work for any reason. They may also be used when required due to the seasonal fluctuations or when there is a workload condition that because of time constraints cannot be performed on overtime. No temporary leased employee shall be utilized on any day when regular employees are on layoff

ARTICLE 4.
VACATIONS

Section 1. The length of service of each employee as of January 1st each year shall be the determining factor in computing vacations under this contract. Employees become eligible for vacations on January 1st of the year following the calendar year in which they started work. Length of service shall be determined by reference to employee's anniversary date used for seniority purposes. Employees who have been in the continuous employment of the Employer shall earn vacations according to Schedule A attached hereto unless otherwise modified by special provision in this contract.

Section 2. Employees entitled to over ten (10) days of vacation may take it as follows: Two (2) weeks during the summer months, the second Sunday of May to the Friday before Labor Day, and additional time outside of this period, or they may take all of their vacation outside of these summer months.

Employees entitled to a partial week's vacation may start their vacation on their first scheduled work day of the week or during the week in which such vacation is due, in which event the vacation shall end on the last scheduled work day of the week. Employees may split five (5) days outside the vacation period by mutual agreement with management and in compliance with the rules for personal holidays. Vacation pay in lieu of time off upon the request by an employee may be granted for unusual circumstances, subject to Union and Management approval.

Section 3. The vacation period shall be from January 1 to December 31. Employees may schedule their vacation to take a full vacation week even though that week extends into the next calendar year.

Section 4. Employees shall be given their choice of vacation, including holiday weeks whenever possible, according to seniority in each department in accordance with Section 5 below. However, the Employer shall determine the number of employees from each department who may be on vacation at any one time.

Section 5. The Employer agrees to post a vacation schedule by March 1st. For the purpose of vacation selection, there will be three (3) groupings established by seniority with the first group to be the most senior and the third group to be the least senior. The groups will be of approximately equal number. The most senior group will have two (2) weeks in succession thereafter to select vacation dates by seniority and the second and third groups will have two (2) weeks in succession thereafter to select. Any employee who does not select his vacation period during the time allotted to his group will have two (2) weeks immediately following the time allotted to group three to select. If there are weeks left after this selection where the allotted number of people have not signed up for vacation time, senior persons with more than two (2) weeks' vacation may sign up to take a third week of vacation during the summer period. If any vacations remain unassigned following the above sequence the Employer may designate the remaining vacations.

To the extent that experienced, laid off or vacation relief personnel are available, the Employer will allow up to the summer complement of employees to schedule vacations during Thanksgiving and Christmas weeks. Notice of additional requests for vacations pursuant to this understanding must be given to the Employer at least three (3) weeks in advance of the week requested.

Section 6. Any employee having qualified for a vacation according to the above and who leaves the employment of the Employer shall receive his full vacation pay. Employees with one year or more of service with the Employer shall earn a pro rata portion of vacation pay for the current year, provided the employee has given proper advance notice (three (3) days) of intent to leave. The amount of earned vacation pay shall be determined by applying the appropriate percentage from Schedule A to the employee's earnings up to the time of termination. Employees who are laid off for any reason other than proper discharge shall receive their earned vacation in accordance with the above.

Section 7. An employee will be paid for the holiday during the pay period that it occurs. An employee may take that holiday as a personal holiday at another time, in accordance with rules regarding personal holidays. Employees shall notify supervisor before taking vacation that they choose to have that holiday as a personal holiday, and will take that time off at a future date. Employee cannot return from vacation and request this. Management will be notified in advance.

Section 8. Employees with previous continuous service with the Employer transferring into this bargaining unit will be given full service credit for vacation purposes.

Section 9. An employee who is eligible for less than a full week of vacation will be allowed to schedule such additional unpaid time off as is necessary in order to have a full week of vacation.

Section 10. In the case of a shutdown of production for one (1) or two (2) days, employees may utilize unused vacation. Unused vacation may also be used in the event of an emergency with approval by Employer.

Section 11. No employee starting on vacation will be required to work overtime on the Saturday prior to or Saturdays during the vacation period.

ARTICLE 5. HOLIDAYS

Section 1. The following will be considered as legal holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, December 24th and Christmas Day. In addition, December 31st will be celebrated as a half-holiday. Qualified employees will be paid four (4) hours' pay at straight time wages as holiday pay. Employees who do not work on the aforementioned full legal holidays shall receive eight (8) hours' pay at straight time wages for each such holiday, provided that an employee does not of his own volition absent himself from work the regular work shift immediately preceding the holiday or the regular work shift immediately following the holiday, and has been employed for thirty (30) calendar days.

If an employee is excused from work in advance or reports for work the day before or the day after the holiday and leaves because of illness or injury, the employee will still qualify for holiday pay.

- (a) Holidays falling on Sunday celebrated on the day recognized by the State or Nation shall be considered as legal holidays for the purpose of this section.
- (b) Holidays falling on Saturday shall, at the option of the Employer, be paid for as such, or another day shall be assigned as the holiday and paid for as such. If another day is assigned as the holiday, a notice will be posted no later than 12 noon on Tuesday indicating the day the employees will be off.

Section 2. All work performed on Saturday during a week in which an aforementioned holiday falls on the work day, Monday through Friday, shall be paid for at one and one-half times the regular rate of pay.

Section 3. Each employee with at least six (6) months of service will be entitled to three (3) personal holidays to be scheduled during the calendar year. Effective January 1, 2023, each employee with at least three (3) months of service will be entitled to four (4) personal holidays to be scheduled during the calendar year. The scheduling of personal holidays will be handled as follows:

- (1) Personal holidays will be granted on the basis of receiving permission from the department manager on a first come, first serve basis.
- (2) The department manager shall determine the number of employees that may be off.
- (3) An employee cannot take a personal holiday as an additional day of vacation on top of a full week of vacation except by management approval. Employees having four (4) or less days of vacation may use personal holidays to fill out a vacation week.
- (4) If an employee has received permission to take a personal holiday, he will receive eight (8) hours' pay for the holiday in the same payroll week.
- (5) In some cases a personal holiday may be granted for absence because of sickness or for some other legitimate reasons. An employee who leaves work due to illness, etc. and receives a personal holiday for that day will be paid straight time for the time he was working before leaving, in addition to the eight hours of personal holiday pay.
- (6) Those employees not using a personal holiday during the calendar year shall receive eight (8) hours' holiday pay at straight time for each unused personal holiday in addition to their regular pay in the pay period before Christmas.

Section 4. All time worked on Thanksgiving, Christmas Day, New Year's Day, Memorial Day, Fourth of July and Labor Day shall be paid for at the rate of two (2) times the regular rate of pay, in addition to the eight (8) hours' holiday pay. Work performed on other holidays will be paid at the rate of time and one-half times the regular rate of pay, in addition to the eight (8) hours' holiday pay; provided, however, that work performed in excess of four (4) hours on December 31st will be paid at the rate of time and one-half for all time worked in addition to the four (4) hours of holiday pay. Shifts starting on the evening before a paid holiday shall not be considered working on the holiday until the employees have completed eight hours of work. It is understood that work shifts starting on a holiday evening will be paid straight time. This Section shall apply to the calendar date of the holiday or date celebrated as such.

Section 5. In the weeks in which a holiday falls, the work week will be four (4) days. All time worked on the fifth day of such a week shall be paid for at the rate of time and one-half in addition to the holiday pay.

ARTICLE 6.
JOB CLASSIFICATIONS AND WAGE RATES

Section 1. The following rates shall be effective as indicated.

Classification:	Effective 10/2/2022 6%	Effective 10/1/2023 2.3%	Effective 10/6/2024 2.3%	Effective 10/5/2025 2.3%	Effective 10/4/2026 2.3%
Packaging					
Packer First 3 Months	16.75	17.14	17.53	17.93	18.34
Packer After 3 Months	17.47	17.87	18.28	18.70	19.13
Packer After 6 Months	18.71	19.14	19.58	20.03	20.49
Packer After 9 Months	20.57	21.04	21.52	22.01	22.52
Packer After 12 Months	21.48	21.97	22.48	23.00	23.53
Stacker					
Stacker First 3 Months	17.47	17.87	18.28	18.70	19.13
Stacker After 3 Months	18.24	18.66	19.09	19.53	19.98
Stacker After 6 Months	19.01	19.45	19.90	20.36	20.83
Stacker After 9 Months	20.33	20.80	21.28	21.77	22.27
Stacker After 12 Months	21.57	22.07	22.58	23.10	23.63
Stacker After 15 Months	22.10	22.61	23.13	23.66	24.20
Warehouse					
Warehouse Foreperson	26.16	26.76	27.38	28.01	28.65
Warehouse Worker					
Warehouse Worker first 3 months	20.66	21.14	21.63	22.13	22.64
Warehouse Worker after 3 months	21.24	21.73	22.23	22.74	23.26
Warehouse Worker after 6 months	21.85	22.35	22.86	23.39	23.93
Warehouse Worker after 9 months	22.55	23.07	23.60	24.14	24.70
Warehouse Worker after 12 months	23.37	23.91	24.46	25.02	25.60
Warehouse Worker after 15 months	23.89	24.44	25.00	25.58	26.17
Sanitation Labor 3rd shift only starting after 9:00 PM					
First 3 Months	17.91	18.32	18.74	19.17	19.61
After 3 Months	18.70	19.13	19.57	20.02	20.48
After 6 Months	19.48	19.93	20.39	20.86	21.34
After 9 Months	20.85	21.33	21.82	22.32	22.83
After 12 months	22.68	23.20	23.73	24.28	24.84
After 15 months	23.55	24.09	24.64	25.21	25.79

Classification:	Effective 10/2/2022 6%	Effective 10/1/2023 2.3%	Effective 10/6/2024 2.3%	Effective 10/5/2025 2.3%	Effective 10/4/2026 2.3%
Corn Processing Operator					
Level 1 1st 3 Months	23.79	24.34	24.90	25.47	26.06
Level 1 After 3 Months	25.15	25.73	26.32	26.93	27.55
Level 1 After 6 Months	26.46	27.07	27.69	28.33	28.98
Level 2 Discretionary	27.78	28.42	29.07	29.74	30.42
Level 3 Discretionary	28.33	28.98	29.65	30.33	31.03
Maintenance					
Mechanic C-1	23.54	24.08	24.63	25.20	25.78
Mechanic C-2	24.32	24.88	25.45	26.04	26.64
Mechanic C-3	25.08	25.66	26.25	26.85	27.47
Mechanic B-1	25.57	26.16	26.76	27.38	28.01
Mechanic B-2	26.40	27.01	27.63	28.27	28.92
Mechanic B-3	27.15	27.77	28.41	29.06	29.73
Mechanic A-1	28.13	28.78	29.44	30.12	30.81
Mechanic A-2	28.83	29.49	30.17	30.86	31.57
Mechanic A-3	29.65	30.33	31.03	31.74	32.47
Mechanic A-4	30.53	31.23	31.95	32.68	33.43
Journeyman Mechanic 1	33.43	34.20	34.99	35.79	36.61
Journeyman Mechanic 2	35.19	36.00	36.83	37.68	38.55
Packaging Machine Operator (PMO)					
Entry Level - First 3 Months	23.87	24.42	24.98	25.55	26.14
Level 1 - After 3 Months	24.93	25.50	26.09	26.69	27.30
Level 2 - Satisfaction of Company requirements for Level 2 wage rate	25.46	26.05	26.65	27.26	27.89
Level 3 - Satisfaction of Company requirements for Level 3 wage rate	25.99	26.59	27.20	27.83	28.47

In addition, 20¢ per hour premium will be added to the regular pay at straight time and/or overtime, as the case may be, providing the employee reports to work on his/her schedule time and works all scheduled hours each day of the scheduled work week. If work is scheduled on a premium day, such work will be considered as part of the scheduled work week. The premium will be paid for all vacation hours, funeral leave and holidays provided the employee has worked any and all hours he was scheduled to work in the particular workweek.

It is agreed that the attendance bonus set forth above will not be paid under the following circumstances:

- (1) If an employee is absent from work on a scheduled work day.

- (2) If an employee is late for work or punches out early at the end of his/her scheduled work day.
- (3) If an employee punches out for lunch before the hour or punches in after lunch after the established hour.
- (4) With regard to overtime, an employee will be required to work all scheduled overtime provided he is notified by Thursday noon of the requirement of weekend overtime to be eligible for the bonus in that work week. If an employee is excused from scheduled overtime by reason of exercising the seniority privilege to pass on overtime when less than a full crew is involved, he will remain eligible for the attendance bonus.

The observations of time limitations with respect to schedule relief period will not be considered in determining the eligibility for the attendance bonus. This will be handled on an administrative basis with abuses being subject to disciplinary action.

A personal holiday scheduled in advance will not disqualify an employee from receipt of the bonus.

Section 2. All employees employed on the second production shift shall receive twenty-five cents (25¢) per hour in addition to the regular hourly rates as set forth. Effective October 2, 2022, all employees employed on the second production shift shall receive sixty-five cents (65¢) per hour in addition to the regular hourly rates as set forth. The first shift shall not start work after 12:00 noon.

Section 3. No employee's wages shall be reduced, as a result of the classification and hourly wages as set forth above.

Section 4. The wage scales for any new job classifications created during the life of this Agreement shall be set by the Union and the Employer; provided that should the Union and Employer fail to agree, the matter shall be referred to arbitration as provided for in ARTICLE 7.

Section 5. Any employee laid off by Happy's Potato Chip Company (except discharges and quits), and recalled, shall receive the wage rate in the job category in which they are re-hired, based on previous experience in terms of length of service as provided for in the wage schedule.

ARTICLE 7.

GRIEVANCE AND ARBITRATION

Section 1. Any controversy arising over the interpretation of, or adherence to, the terms and provisions of this Agreement, including discharge cases, shall be settled by negotiations between the Union and the Employer under the following Steps:

- Step I – By conference between the aggrieved employee, the Shop Steward, or both, the Supervisor, within five (5) working days of the occurrence of the event which caused the grievance to be filed.

Step II – By conference between the Business Representative of the Union, the employee, Shop Steward and Management within ten (10) working days of the occurrence which caused the grievance to be filed.

Step III – Should the Employer and the Union fail to arrive at a satisfactory settlement within ten (10) working days after completion of Step II, the controversy may be submitted to arbitration. Either party may submit a request to the Federal Mediation and Conciliation Service for a list of five (5) names to act as Arbitrator. Upon receipt of such list, the Employer and the Union shall alternately strike a name until one name is left; the remaining one to be the Arbitrator. The parties shall draw lots for the first deletion. Arbitrator's decision shall be final and binding on the Union, the Employer and the employees.

All discharges will start in Step II.

Section 2. The cost of the neutral arbitrator shall be borne equally by the Employer and the Union.

Section 3. No employee may take a matter to arbitration without approval of the Local Union.

ARTICLE 8. **DISCHARGE**

Section 1. The Employer shall not discharge any employee holding seniority rights without giving three (3) working days' notice. No employee shall quit his position without giving three (3) working days' notice. Dishonesty, failure to comply with the Drug & Alcohol Policy, insubordination, or failure to observe posted employment rules of the Company shall be reason for discharges without notice. Employees discharged shall be informed in writing the reason therefore at the time of discharge; a copy thereof shall be sent to the Union.

1a: Any objection to any discharge must be registered in writing with the Employer within five (5) working days after reason for discharge is supplied.

Section 2. The Local Union shall be notified in advance when the Company contemplates employment rule changes. Such changes shall not be effective until they have been posted in the plant for a minimum of three (3) days.

ARTICLE 9. **TRANSFERS**

Section 1. The Employer shall have the right to temporarily transfer employees for the convenience of the Employer's operational needs. Employees temporarily transferred for the convenience of the Employer to a lower classification at the beginning of a work day shall receive the lower classification's rate of pay for the entire day. A worker temporarily transferred to a higher classification for a period of two (2) hours or more during any workday shall receive the higher rate

of pay for the entire work day. When such employee is returned to their regular classification, they shall return to their regular rate. If an employee, normally assigned a higher rated job, is assigned lower rated work, and subsequently during that work day performs work in his/her regular rated classification, he shall receive the higher rate for the entire day.

Section 2. Seniority and length of service shall be given the consideration in all new positions, job vacancies and personnel increases covered by this Agreement. In the case of qualifications and ability being equal, the senior employee shall be given first preference to the job. In the event of a dispute over the qualifications and ability, the affected employee shall be given a fair trial of at least five (5) days on the job to prove qualified and able to handle the position. However, the Employer and the Union may agree to extend the trial period not to exceed thirty (30) days. Trial periods for Production Maintenance and Fryer may be extended up to sixty (60) days. Failing to qualify, the employee shall retain all of his/her seniority and may return to his/her former position. Employees declining promotion or declining to bid for promotional opportunity shall not lose their seniority. The Employer shall post notices on the bulletin board for a period of two (2) regular work days (forty-eight (48) hours), for all such job vacancies that are outlined above so that all employees shall have an opportunity to bid on such vacancies in accordance with this Section. All new positions, job vacancies, and personnel increases shall be filled within three (3) weeks after posting under normal conditions.

After a position is filled only the next two (2) positions left vacant by the employee filling that position will be posted and open for bidding. After the third position is filled, any other positions which open due to the initial vacancy will be filled at the Employer's discretion, giving consideration to employees actively employed first before going to outside.

All supervisor and lead person positions will be filled at the Employer's discretion. In the event of a layoff, bargaining unit employees in these positions will not have "super seniority".

Section 3. In the event of absence of an employee, the Shop Steward shall be authorized to sign job vacancies for the absent employee, and provided further that the employee must return to work within thirty (30) days from the date the job vacancies notice is posted or employee shall forfeit right to the job vacancies.

Section 4. Notwithstanding any other provision in this Article or elsewhere in this Agreement that might be interpreted otherwise, the Employer shall have the sole discretion to select the individual(s) to hold the position(s) in the Packaging Machine Operator (PMO) job classification. The Employer will post a notice on the bulletin board for a period of two (2) regular work days (forty-eight (48) hours) for vacancies in the PMO job classification, but the Employer shall have the sole discretion to determine who is offered the position.

ARTICLE 10.

LEAVE OF ABSENCE

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

Section 2. Employees absent because of illness, injury or other legitimate reason shall not lose their position because of such absence. On returning to their employment, the employee shall retain and accumulate seniority rights.

Section 3. In case of accident occurring at the place of employment, time lost as a result thereof shall not be deducted from an employee's service record for the first ninety (90) days missed (including holidays). After ninety (90) days no vacation time will accrue until the employee is back at work.

ARTICLE 11. **SENIORITY**

Section 1. Seniority, except as otherwise provided under ARTICLE 1, Section 3, shall be by plant seniority and shall take effect after an employee has had ninety (90) days of work with the Employer. Thereafter, employees' seniority shall date back to the original date of employment.

Section 2. The Company agrees to post in a conspicuous place in the plant within thirty (30) days after the effective date of the agreement, a list of employees arranged in the order of their length of service. Any employee who finds his/her service record has been incorrectly stated on the list shall request within five (5) days after the list has been posted that his/her standing be corrected.

Section 3. Any employee shall have the right to transfer into any job that becomes vacant which pays an equal or lesser hourly wage rate than the job they are in prior to such transfer; provided that the Company may limit such transfers so that no employee may transfer more than once in six (6) months.

Also, all factors being equal, promotion will, whenever possible or feasible, be made on the basis of seniority as provided for in ARTICLE 9, Section 2.

Section 4. In case of reduction in the working force, the newest employee shall be laid off first. Senior employees accepting work in a lower classification as a result of layoffs will receive the pay of the classification into which they are assigned.

Section 5. Employees who quit their positions or who are discharged for cause shall immediately lose their seniority rights.

Section 6. Employees who elect to work part-time when full-time work is available shall forfeit all seniority rights, except those which come under leave of absence.

Section 7. In the event of a layoff, employees will be recalled by seniority provided the individual is able, and qualified to perform the work available. If an individual refuses to return to an available position with minimum work hours of twenty-four (24) hours per week and with the same pay classification, that individual will lose all rights to recall. Employees shall have recall rights for twelve (12) months. An employee who has not been recalled after twelve (12) months shall lose their seniority rights.

ARTICLE 12.
REST PERIODS

Section 1. Employees shall receive the following:

Work shifts of six (6) hours or less	One fifteen (15) minute paid rest period.
Work shifts of more than six (6) hours but less than ten (10) hours	Two twenty (20) minute paid rest periods <u>OR</u> Two fifteen (15) minute paid rest periods, plus an unpaid meal period
Work shifts of ten (10) hours or more	Two twenty (20) minute paid rest periods and one ten (10) minute paid rest period <u>OR</u> Three fifteen (15) minute paid rest periods, plus an unpaid meal period

ARTICLE 13.
GENERAL

Section 1. If a physical examination is required other than requirement by the law, the Employer shall pay the expense thereof.

Section 2. Employees shall not be charged for breakage or material damage unless willfully done.

Section 3. There shall be a bulletin board on the working premises of the Employer. There shall be no objection to the posting of official notices of the Union of interest to employees upon such bulletin board.

Section 4. Should the Employer require specific uniforms, they shall furnish the first three (3) uniforms that are required by the Company and shall pay employees one dollar (\$1.00) per week in addition to their regular pay for the purpose of maintaining, laundering and replacing the required uniforms. New employees shall be furnished such uniforms not later than six (6) months of employment and shall receive the same one dollar (\$1.00) per week for maintenance, laundering and replacing such uniforms.

4a: Rubber boots and rubber gloves (elbow length) shall be provided to those employees who require them in the performance of their jobs. The Employer will replace the rubber boots when necessary. Employees must bring in their old rubber boots to have them replaced.

Section 5. Supervisory employees shall not be allowed to perform work in any classification covered by the Collective Bargaining Agreement, except to train or correct employees, or in the case of absenteeism, when no bargaining unit employees are on layoff.

Section 6. Employees' pay day shall be on Thursday of each week. If any employee misses two Fridays during the term of this Agreement, that employee shall be paid on Friday for the remainder of the Agreement.

ARTICLE 14. MILITARY DUTY

All constitutional laws governing the rights and privileges of honorably discharged servicemen (military and naval service) pertaining to re-employment shall be applied and adhered to.

ARTICLE 15. HEALTH AND WELFARE

Section 1. The existing Health and Welfare benefits will be maintained at the current level. It is understood, however, that the co-payments and benefits may be subject to change if the health insurance provider finds it necessary to make changes for all of their contracts with their Union groups or is forced to revise the amounts due to circumstances beyond their control.

Employees who elect single coverage shall pay 15% of the monthly health insurance premium for such coverage. Employees who elect dependent coverage shall pay 20% of the monthly health insurance premium for such coverage. Employee contributions will be deducted weekly with one fifty second (1/52) of the required annual amount deducted in each installment.

Employees may elect to waive coverage under the health and welfare program. Any employee who elects to waive coverage will be paid a \$.10 wage premium in addition to the employee's regular rate of pay in lieu of coverage. Such employees may be reinstated subject to the following conditions:

- (a) if family circumstances change, i.e. the employee is married, divorced, adopts a child or becomes a natural parent, or a spouse's coverage under a different plan is no longer available or
- (b) on the open enrollment date.

It is understood, however, that an employee may not waive coverage unless proof of health care coverage elsewhere is provided annually.

Summer help is specifically excluded from the health and welfare program. Summer help is defined as those employees hired after May 1 who are advised in writing that they are to be considered temporary and will be terminated prior to September 30 of that year.

Section 2. Effective October 1, 2017, the Sickness and Accident benefit will be Three Hundred (\$300) Dollars per week. Effective January 1, 2023, the Sickness and Accident benefit will be Four Hundred (\$400) Dollars per week.

Section 3. The existing Dental Program will be maintained at the current level. It is understood, however, that the co-payments and benefits may be subject to change if the health insurance provider finds it necessary to make changes for all of their contracts with their Union groups or is forced to revise the amounts due to circumstances beyond their control.

All employees who elect to be covered by the health and welfare program provided for in Section 1 of this Article will be covered by the dental program. Employees covered by the dental program shall pay 20% of the monthly family dental premium for such coverage.

Full-time employees will be covered following the first of the month after completion of the probationary period. Family coverage will apply to those who have elected family coverage under the health and welfare plan. Dependents are covered under age 26 if enrolled by the employee during open enrollment.

Section 4. The Employer agrees to pay the premiums for the employee only for a period of one (1) month within a year for any employee with one (1) year of service or more, who is laid off. Employees, however, to maintain coverage must make the required employee contributions.

Section 5. The Employer further agrees to pay the premium for the employee only for any employee with one (1) year or more of seniority who has a proven absence due to illness or injury up to a maximum of 13 weeks within a year provided the employee pays the employee contributions.

Section 6. The Employer further agrees to pay one-half the premium payable by the Employer for the employee only if such employee pays each month to the Employer the remaining one-half of said insurance premium for a period not to exceed an additional three (3) months for a proven absence due to illness or injury within a year provided the employee pays the employee contributions.

Section 7. For the purpose of qualifying the month for which the Employer agrees to pay the insurance premium as covered in Sections 2, 3, 4 and 5 of this Article, for the employees who leave up to the 15th of the month, the premium shall be paid for the current month; for employees who leave after the 15th of the month, the premium shall be paid for the following month.

Section 8. It is recognized by the parties that the Family Medical Leave Act may require the Employer to pay insurance premiums for an employee under different circumstances than is provided for in Sections 3 through 6 of this article.

Section 9. The covered expenses are more extensively described in the Summary Plan Description.

ARTICLE 16.

SHOP STEWARD AND SHOP COMMITTEE

Section 1. The Employer recognizes the right of the Union to designate a Shop Steward to handle such union business as may from time to time be delegated to the Shop Steward by the Union. Activity of such Shop Steward or Shop Committee is not to be incurred during the Company's time.

Section 2. The Employer agrees to grant necessary time off without pay and without discrimination to any employee designated by the Union to attend a labor convention; provided, however, that any key person needed for the efficient or uninterrupted operation of the business must obtain a written consent of the Employer.

Section 3. The Company shall release the Union-designated stewards with full pay at straight-time rates to attend Union-sponsored training program(s) on such dates as designated by the Local or International Union. The Union shall endeavor to give the Company sufficient advance notice of such program(s). The Company will allow up to two (2) days per annum for each steward for such leave with pay, provided that the Employer is given an advance copy of the program agenda. Such hours released shall be counted as hours worked for benefit purposes.

ARTICLE 17.
FUNERAL LEAVE

Section 1. Funeral leave will be allowed to any regular employee with six (6) months or more employment, for such lost time for which he or she has been scheduled to work up to three (3) days, eight (8) hours each for death in his or her immediate family for making arrangements for funeral and funeral attendance. Immediate family shall be spouse, father or mother, son or daughter, brother or sister, mother-in-law and father-in-law. Immediate family will also include step-parents or step-children so long as the child was raised in step-parents' home prior to age (19) (or prior to age twenty-five (25) if a full time student).

A maximum of one (1) day will be allowed to employees for the purpose of attending the funeral of a grandparent, grandchild, brother-in-law or sister-in-law.

Section 2. The last day of the funeral leave will be on the day of the funeral. Payment will not be due for days on which an employee is not scheduled to work. In case of extended travel beyond 100 miles from city limits of Minneapolis or St. Paul, the last day of the leave will be the day after the funeral, subject to the three (3) day maximum set forth above.

Section 3. In order to receive payment, an employee who claims funeral leave will provide a copy of the funeral notice or other proof of a death of a member of the employee's immediate family.

ARTICLE 18.
JURY DUTY

Section 1. Employees required to report for jury duty service shall be paid the difference between jury duty pay and their regular weekly pay. (Travel allowance shall not be considered as jury duty pay). Employees so called for jury duty are to report for work when excused from serving any jury duty time, only if they are excused from jury duty for a full day(s).

ARTICLE 19.
PENSION

The Employer will maintain a company-sponsored pension program to be a funded plan with annual contributions to be made to the fund according to an actuarial evaluation. The Union will be furnished a copy of the actuarial report and of the benefit plan. Employees covered by the plan will be given the details in written form.

Effective October 1, 2010, the pension benefit will be \$31.50 per month per year of service. For example, if an employee retires with 30 years of service following October 1, 2010, the pension benefit for that employee will be \$945.00 per month ($\$31.50 \times 30 = \945.00).

For employees with more than twenty years of service, effective October 1, 2017, the pension benefit will be \$32.00 per month per year of service. Effective October 1, 2018, for employees with more than twenty years of service, the pension benefit will be \$32.50 per month per year of service. Effective October 1, 2020, for employees with more than twenty years of service, the pension benefit will be \$33.00 per month per year of service.

ARTICLE 20. **401(k) PLAN**

Employees in the bargaining unit may participate in the Old Dutch Foods 401(k) Retirement Savings Plan on the following terms:

The Employer will contribute a minimum matching contribution of 25% for eligible contributions made by an employee up to the IRS maximums, in accordance with IRS eligibility requirements. However, there will be no match on IRS “catch-up” contributions. The Employer contribution will be made in the first quarter of the year for participants who have made contributions during the previous 12 months.

Employee contributions will be vested 100% immediately; Employer contributions will be fully vested after the completion of six (6) years of employment; and full credit for vesting will be given for all past service with the Employer.

Employees with less than seven years of vesting service will receive vesting credit for the Employer contributions on the following basis:

20% after two years;
40% after three years;
60% after four years;
80% after five years; and
100% after six years.

The employee’s account will be invested as the employee chooses with a variety of choices which will be explained in employee meetings on the subject and with information supplied to the employees.

ARTICLE 21. **INJURY-ON-THE-JOB**

It is understood that in order to be eligible for compensation under this Article, the employee shall report, upon receipt of injury, to his/her Supervisor, who will refer the employee to the Employer’s physician, or 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.

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 their regular straight-time hourly rate for the day on which the injury occurs.

Said employee may also receive eight (8) hours of pay at their straight time hourly rate for the first day after the injury, unless Workers' Compensation provides compensation from the first day of injury, and provided that the employee is required to be off from the job the first day after the injury as determined by the physician.

ARTICLE 22.
SAFETY COMMITTEE

There shall be a Safety Committee consisting of two (2) Union members and one member of Management to meet at specified intervals. The Union member selected must have some knowledge of plant operation.

ARTICLE 23.
TECHNOLOGY CHANGES

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

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

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

The parties further agree to recognize seniority requirements under each Local Agreement in the selection of employees for training, retraining and job assignments.

ARTICLE 24.
TERM OF AGREEMENT

THIS AGREEMENT shall be in full force and effect from October 1, 2022 through September 30, 2027, and from year to year thereafter until a new Agreement, (the terms of which shall become retroactive from the above expiration date), has been consummated and signed, or unless either party serves notice upon the other party in writing at least sixty (60) days prior to the annual date of expiration of their desire to terminate, modify, or change said Agreement.

HAPPY'S POTATO CHIP COMPANY

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


TRACE BENSON 10.18.22
DATE


WALTER BORGAN 10-18-22
DATE

Disclaimer

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

SCHEDULE A – VACATIONS

Effective for vacations earned and scheduled on or after January 1, 2023, the number of vacation days each employee is entitled to take in any calendar year shall be determined by reference to the schedule below.

Month Hired Calendar Years Following the Year in Which Employee Was Hired

	1st	2nd thru 7th	8th thru 14th	15th and Over
Jan.-Feb.	5 days	10 days	15 days	20 days
Mar.-Apr.	4	10	15	20
May-June	3	10	15	20
July-Aug.	2	10	15	20
Sept.-Oct.	1	10	15	20
Nov.-Dec.	0	10	15	20

Vacation days shall be reduced 20% for each fifty (50) days of accumulated absences. No reduction in earned vacation days if less than fifty (50) days of absences.

The amount of vacation pay shall be computed by applying percentage to the prior calendar year’s earnings as set forth in the following schedule (provided, however, that no more than fifty-two (52) weeks of earnings will be considered in applying the percentage):

Month Hired Calendar Years Following the Year in Which Employee Was Hired

	1st	2nd thru 7th	8th thru 14th	15th and Over
Jan.-Feb.	2%	4%	6%	8%
Mar.-Apr.	2%	4%	6%	8%
May-June	2%	4%	6%	8%
July-Aug.	2%	4%	6%	8%
Sept.-Oct.	2%	4%	6%	8%
Nov.-Dec.	0	4%	6%	8%

Employees injured on the job and unable to work or who are on FMLA leave shall be credited with up to three hundred sixty (360) hours as hours worked for the purpose of computing vacations. The hours will be calculated at straight time based upon the employee’s rate of pay in effect at the time the vacation is scheduled.

LETTER OF UNDERSTANDING

between

HAPPY'S POTATO CHIP COMPANY

and

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

The parties agree to the following:

Temporary Employees: The Employer agrees to provide to the Union and the Shop Steward on a monthly basis, the names of temporary employees, their start date, and the number of days the temporary employees worked during the month.

HAPPY'S POTATO CHIP COMPANY

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

By s/Allan Dick

By s/Ron Mohrland



Stewards

KNOW YOUR RIGHT TO HAVE UNION REPRESENTATION

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

These basic Weingarten rights stem from the Supreme Court decision:

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

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



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

CHARTERED JANUARY 1, 1973

Telephone: (612) 379-2921

Minneapolis, Minnesota 55414

312 Central Ave. S.E., Suite 590

Fax: (612)379-0473

---ATTENTION---

TO ALL BCTGM LOCAL 22 MEMBERS:

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

We need to know the following:

Name _____ Street Address _____

City _____ State, Zip Code _____

Telephone Number _____

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

Fax it to: 612- 379-0473

Or Email to: jruttonlocal22@integra.net

Thank You,
The Officers of BCTGM Local 22

LOCAL 22 MEMBERS:

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

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

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

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

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

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