

**AGREEMENT BETWEEN
MOUNT ROYAL FINE FOODS**

AND



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

LOCAL #22, AFL-CIO

EFFECTIVE

**AUGUST 1, 2023 THROUGH
JULY 31, 2026**

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MOUNT ROYAL FINE FOODS

DULUTH, MINNESOTA

AND

BAKERY, CONFECTIONERY, TOBACCO WORKERS & GRAIN MILLERS

INTERNATIONAL UNION, LOCAL NO. 22, AFL-CIO

EFFECTIVE

AUGUST 1, 2023 TO JULY 31, 2026

AGREEMENT

Made this 23rd day of August by and between the Bakery, Confectionery, Tobacco Workers, and Grain Miller’s International Union, Local 22, AFL-CIO, hereinafter referred to as The Union, and Mount Royal Fine Foods, hereinafter referred to as the Employer.

It is mutually agreed by the parties as follows:

**ARTICLE I
RECOGNITION**

Section 1. The Employer recognizes the Union as the sole bargaining agent of the employees in those classifications covered by this Agreement employed at the Employer's facility in Duluth, Minnesota excluding guards and supervisors as defined in the Act as amended.

Section 2. It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union on the effective date of this Agreement, shall remain members. Those employees who are not members on the effective date of this Agreement, shall, on the 31st day following the effective date of this Agreement, become and remain members. It shall also be a condition of employment that all employees covered by this Agreement, and hired on or after its effective date, shall, on the 31st working day following the beginning of such employment become and remain members of the Union. The Union shall notify the Employer in writing of any employee who fails to join or maintain membership in the Union or who fails to pay or falls into arrears on any Union dues obligation (as that term is defined by the NLRA). The Union shall also immediately notify such employee that

his/her failure to become a member of or maintain membership in, or remain current in dues obligation, may result in the Union invoking the terms of this Article of the Agreement.

For all purposes of this contract, all references to "members of the Union" as well as all other references to Union membership, shall mean membership to the extent Permitted by the National Labor Relations Act.

Section 3. The Employer agrees to deduct Union dues and initiation fees and/or reinstatement fees from the wages of the employees in the Bargaining Unit who provide the Employer with a voluntary written authorization which shall not be irrevocable for a period of one year or beyond the termination date of this Agreement, whichever occurs sooner. The 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 regarding revocation of the authorization only during annual window periods, even if the employee has resigned membership in the Union.

Section 4. The deduction of the Union dues shall be made on a monthly basis and shall be promptly forwarded to the Union after such deduction is made. In the event no wages are due the employee, or are insufficient to cover the required deduction, the Employer will so state on the dues deduction statement. The Union will then make its own arrangements with the employee as to payment.

Section 5. The Employer agrees, under the contract requirements of paragraphs 2 and 3 above, to have a new employee complete a Union membership card and dues deduction, authorization at the time of hiring. The Union agrees that should the Employer take an initial deduction prior to the completion of the employee's probationary period, such amount shall be promptly refunded by the Union to the employee.

Section 6. The right to manage the business shall remain solely vested in the Employer, except as limited by this Agreement, and then only to the extent of such limitation.

ARTICLE 2 HOURS OF WORK AND OVERTIME

Section 1. All fulltime employees shall be guaranteed 40 hours work per week. The Employer shall have the right to use a ratio of up to two (2) part-time positions to each fulltime employee. The part-time employees may work up to 30 hours per week, but it is understood that the Employer may schedule part time employees for more than 30 hours per week for the purpose of covering vacations, illnesses, or other leaves of absence.

Section 2. All time worked in excess of eight (8) hours per day, or in excess of forty (40) hours in any one week, whichever is greater, shall be considered overtime and paid for at the rate of one and one-half times the regular scale of wages.

Section 3. All time worked in excess of five (5) days a week by any employee shall be considered as overtime and paid for at the rate of one and one-half times the regular scale of wages.

Section 4. Double-time shall be paid for the seventh (7th) consecutive shift in the regular work week for all hours worked, subject to the provisions of Section 6 below.

Section 5. No employee shall work a split shift. An unbroken rest period of not less than twelve (12) hours must be allowed to all regular employees during the twenty-four (24) hours in any work day, except on weekends and days before a holiday, when not less than ten (10) hours must be allowed. Any employee required to report to work in less time than the rest period prescribed, shall be paid for such hours of rest lost at the rate of straight-time in addition to the regular pay.

Section 6. Any part time employee reporting for work at the start of a regular shift shall be guaranteed five (5) hours' work, or five (5) hours' pay, providing the employee is available for work, and that the employee was not notified at least two (2) hours before his scheduled starting time, not to report because the bakery would not be operating because of an Act of God.

Section 7. Work schedules for all regular employees, whether part-time or full-time, shall be posted for the following two weeks no later than Friday at 4:00 p.m., the preceding week. Where the Employer knows in advance that the scheduled hours will not be available, the Bakery Manager will make every effort to notify the employees. Employees will make an effort to notify the Employer when they will not be available for work.

Section 8. There shall be no pyramiding or duplication of overtime and/or premium payments.

Section 9. Overtime shall be granted to employees based on seniority if the employee is qualified to perform the work available.

Section 10. All current fulltime employees shall be paid a premium of one and one half the regular scale of wages for work performed from 12:00 a.m. Sunday through 11:59 p.m. Sunday.

ARTICLE 3 SENIORITY

Definition: Seniority shall be defined as an employee's continuous length of service with the Employer from his last date of hire.

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

Section 1. No worker shall be credited with having seniority rights until he has completed thirty (30) working days of steady employment after which his name

shall be placed on the seniority list and dated back to the beginning of the thirty (30) working days. Where two (2) or more employees are employed on the same date, the exact time of hiring shall form the basis for the beginning of the seniority record. The Employer may request in writing an additional thirty (30) working days when such request is necessary to evaluate an employee's performance and the Union may, in writing, agree to such extension.

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

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

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

1. During period of absence due to illness or injury, up to two (2) years.
2. During period of lay-off, up to one year,
3. During leaves of absence provided such leaves do not exceed six (6) months in any one calendar year, unless an extension has been granted by the Employer and the Union notified before the date ending such leave.
4. During periods of military service in conformance with federal and state law.

5. In the event an employee is asked to work for the Union, his seniority record shall not be impaired, providing such leave does not exceed his total length of employment with the Employer.

Section 4. Promotion to all vacancies and new positions created during the terms of this Agreement will be made on the basis of shop seniority, and the Employer shall post a notice for seventy-two (72) hours when such vacancies occur. The eldest employee in line of seniority, signing such posted notice will be given the promotion, if qualified to fill the job. If the employee is retained on the position for one week, he shall be considered qualified and shall receive the scale paid for that position. A two (2) week trial period shall be given dough mixers and ovenmen. Failing to qualify, the employees shall retain all their seniority and may return to their former position. Employees who reject advancement to which their seniority record entitles them shall retain their seniority rights for all other purposes.

Section 5. In case of lay-off, employees junior in service shall be laid off first, and in case of re-employment, employees senior in service shall be re-employed first, provided the employee involved is qualified to do the work available. Any change made because of vacation, sickness and/or leaves of absence which is less than six (6) months, shall be considered temporary, and shall not change the seniority and/or job status of an employee. New employees may not be hired while any member on the plant seniority list is out of work, or on part-time.

Section 6. Employees whose jobs are abolished or closed down temporarily due to slack in operations may exercise their plant seniority to displace employees with less plant seniority, if qualified to perform the work as provided for in Section 4.

Section 7. In the event of a dispute arising out of the foregoing rules, the Union shall appoint one member to meet with the Employer and employees affected. The Union representative must be employed in the shop in which the grievance arose. In the event of a dispute arising under the foregoing rules Section 2 and 3 above, refer to Article XII Grievance and Arbitration Procedure.

Section 8. Days off shall be granted on the basis of shop seniority. Employees senior in service shall have preference as to their days off.

Section 9. An employee may be terminated during his probationary period of employment (first thirty (30) working days), for any reason at the sole discretion of the Employer.

ARTICLE 4 DISCHARGE

Section 1. An employee leaving his position shall give the Union and the Employer five 5 working days' notice or forfeit five 5 days' pay. The employer shall give an employee five 5 working days' notice of layoff or of being placed on a part-time basis.

Section 2. Dishonesty, drunkenness on duty, or other just cause shall be cause for discharge without prior notice.

Section 3. The Employer shall not discharge any member holding seniority rights without just cause. A member discharged shall be informed in writing of the reason therefore, at the time of his discharge, and a copy thereof shall be sent to the Union. Any objection to any discharge must be made in writing within ten (10) days of the discharge. A member whose discharge is later found unjustified shall be reinstated and paid for all time lost; provided, however, that the claim for unjustified discharge has been made within the ten (10) day period.

ARTICLE 5 HOLIDAYS

Section 1. Holidays under this Agreement shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Four (4) days shall constitute a week's work in any week in which such holiday may fall. Employees who have been employed by the Employer for one year shall also be granted two (2) additional personal holidays with pay.

Section 2.

a. The Employer agrees to give forty (40) hours pay for thirty-two (32) hours work, or less, during the week in which the New Years and Thanksgiving holidays occur. All time worked in excess of thirty-two (32) hours in the holiday week shall be paid at the rate of one and one-half (1 ½) times the regular rate.

b. For the Memorial Day, 4th of July, Labor Day, and Christmas holidays the Employer shall provide time and one half the regular scale of wages for all hours worked on these designated holidays. The employer also agrees to give 40 hours pay for thirty-two hours work, or less during these weeks. All time worked in excess of eight (8) hours per day or forty (40) hours in the holiday week shall be paid at the rate of one and one-half (1 ½) times the regular rate.

Section 3. To qualify for holiday pay, the employee must be a regular full-time employee and must be scheduled for work during the week in which a holiday occurs and must work on his last regularly scheduled work day preceding the holiday, and on his first regularly scheduled work day following the holiday.

Section 4. All part-time employees working in any holiday week, who have worked more than 1040 hours with the Employer, and who have worked their last scheduled work day before and their first scheduled work day after a holiday, except for bona fide illness, shall be entitled to holiday pay when the holiday falls on their regularly scheduled work day for the number of hours they were scheduled on that day, not to exceed eight (8) hours of straight time pay. Should a dispute arise with respect to an employee's being rescheduled, the employee's previous schedules for a period of up to seven (7) weeks shall be reviewed. Part-time employees will be eligible for 4 hours pay for any of the above-mentioned holidays.

Section 5. There shall be no work performed under any circumstances on Christmas Day.

ARTICLE 6 VACATION

Section 1. All employees with less than one year of service but more than 6 months shall be given three (3) days' vacation with pay. All current employees who have worked more than one year shall receive one week's vacation with pay. After two (2) years of service, they shall receive two (2) weeks' vacation with pay. After seven (7) years of service, employees shall receive three (3) weeks' vacation with pay. After fifteen (15) years of service, employees shall receive four (4) weeks' vacation with pay.

Vacation pay shall be computed by dividing the total number of hours paid in the previous calendar year by 52. When a new employee becomes eligible for their first vacation the Employer will calculate vacation pay by dividing the total number of hours worked in the year immediately preceding the vacation by 52. This average number of hours per week shall be multiplied by the employee's wage rate at the time of vacation. Vacation pay shall not exceed more than 40 hours of pay for the vacation week.

Section 2. Employees shall be given their choice of vacation period according to seniority.

Section 3. Any employees regularly employed on the night shift shall receive the night rate of pay along with his or her regular vacation pay.

Section 4. Full-time employees taking their vacation in holiday weeks shall be given one extra day of vacation, but this holiday cannot be taken in conjunction with the vacation without the consent of Employer. The employee shall request this extra day of vacation at the same time as he requests his vacation.

Section 5. Any employee having one year or more of seniority with the Employer who leaves the employment of the Employer shall be entitled to receive vacation pay due him from his last anniversary date on a pro-rata basis; provided, employee who is discharged for just cause or who quits without having given the Employer one week's prior written notice, shall not be eligible for such pro rata vacation.

Section 6. No vacations shall be taken the week of the 4th of July Holiday work week, or the Christmas Holiday work week.

ARTICLE 7 BEREAVEMENT LEAVE

The Employer agrees to pay full-time employees for necessary absence on account of death in the immediate family up to, and including, a maximum of three (3) scheduled work days at straight-time, not to exceed eight (8) hours per day, within ten (10) days of the death (days off to be determined by the employee). provided the compensable day, or days off, fall on the employee's normally scheduled work day. "Immediate family" shall mean

parents, child, brother, sister, father-in-law, mother-in-law, legal guardian, step parent or step children. Four (4) days will be allotted for spouse. Provided, the employee meets all other qualification, they shall be granted one day bereavement leave of eight (8) hours with pay in the event of death of a grandparent or grandchild.

ARTICLE 8 JURY DUTY PAY

A full-time employee who is called to serve on jury shall be paid for the actual hours worked during the term of jury service by Employer. If this pay, together with his jury duty pay (travel allowance not to be included as jury duty pay) does not equal his regular weekly pay up to forty (40) hours, the Employer will make up the difference for a maximum period of two (2) weeks in any year, provided the employee works such hours as he is available during the hours when court is not in session. This provision shall apply to petit jury pay only.

ARTICLE 9 UNION LABEL

Section 1. When the Employer has signed this Agreement, he or they will have the right of using the Union Label for Bakery, Confectionery & Tobacco Workers International Union, AFL CIO.

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

Section 3. In the event the Employer violates any of the Sections of this Agreement, the Union reserves the right to withdraw all labels and signs in hand and refund the cost of the same.

Section 4. The Employer agrees to display in a conspicuous place in the Sales Room, the Union Shop Card of the Bakery, Confectionery & Tobacco Workers International Union, AFL-CIO. These cards will be furnished by the Union.

ARTICLE 10 WORKING CONDITIONS

Section 1. No employee shall be charged for breakage, material damage, or products damaged, except in cases where willful neglect or malicious intent can be reasonably shown.

Section 2. All employees not classified in ARTICLE XI shall be considered as Helpers. There shall be no more than one Helper to every three (3) Bakers. In the event an Apprenticeship is in effect, this limitation shall not apply.

Section 3. The authorized Union representative or shop grievance person with proper credentials shall have admittance to the shop or shops at any time during working hours. All Union business shall be done through Local 22.

Section 4. The Employer shall furnish and launder all aprons used by employees.

Section 5. All employees shall receive two (2) fifteen (15) minute rest periods during each eight (8) hour shift.

Section 6. There shall be one Foreman on duty as designated by the Employer regardless of shift.

Section 7. Release Time for Union Stewards. The Company shall release the Union designated stewards 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 no more than one employee per location, no more than 2 2-day leaves (for a total of 4 days) per year. Such hours released shall be counted as hours worked for benefit purposes.

ARTICLE 11 WAGES

Section 1. The Employer agrees to pay any retroactive pay within sixty (60) days of the date that any modification or amendment of this Agreement is signed by the Employer involved, provided there is no dispute over the amount of retroactive pay involved.

Section 2. If, for one-third or more of weekly hours, an employee is working under more than one of the classifications in Section 7, of this Article, he shall receive the highest paid classification.

Section 3. With the exception of part-time employees hired after August 1, 1987 and regularly scheduled for twenty-four (24) hours or less per week, all work continuing after 6:00 p.m. or beginning before 6:00 a.m. shall be considered as night work and shall receive the premium night rate differential of fifteen cents (15¢) per hour above the all regular rate for all hours worked during such time. The foregoing night work pay premiums shall be included in the regular rate of pay on which time and one-half for overtime is calculated.

Section 4. Where a higher scale of wages is paid at the signing of this Agreement than is stipulated in Section 7, such higher scale shall not be reduced.

Section 5. The wages to be paid employees in the classifications herein are as set forth in Schedule A attached hereto and made a part hereof.

All wage freezes shall be across the board, so that where an employee is receiving over the contract rate, that employee will continue to receive the same wage as he is receiving on the effective date of this contract.

No employee shall be reclassified for the purpose of reducing or avoiding the applicable rate adjustment provided under this provision. The night shift premium is not to be included in computing the applicable contract rate or the actual rate being paid the employee.

Section 6. The Employer shall give to each employee a statement with each pay check showing the number of straight-time hours worked and the number of overtime hours worked during the pay period, rate of pay, and a list of itemized deductions

Section 7. Definition of Classifications:

A Journeyman Baker is one who weighs or measures, according to formula, ingredients that go into a batch of dough; dumps it into mixing machine, closes machine, turns on power to mix batch, turns off power and takes out dough; or one who has charge of the operation of an oven, loads pans on trays, checks proof; or one engaged in making different varieties of bread, rolls, cakes, cookies, etc.

Cake Decorator is one who is responsible for the safe, efficient hand decorating of cakes and related products.

Donut Fryer is one engaged in the proofing and frying of raised donuts. They also may fry a variety of other products including but not limited to cake donuts, French donuts, rosettes, etc. They are responsible for the safe operation of the donut depositor. They are also responsible for the finishing of these products.

Lead Wrapper is one placed in a position to give guidance and direction to the other wrappers and finishers. They may also be responsible for the merchandising of the finished product.

Hand Wrapper and Finisher is one engaged in making different varieties of boxes and packing baked goods and wrapping baked goods. They are also able to engage in the finishing of bakery products such as icing, sugaring, and glazing.

ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Should a difference arise between the Employer and the Union or employees as to the meaning and application of the provisions of this Agreement, or as to the compliance of either party with any of its obligations under this Agreement, an earnest effort shall be made to settle such differences immediately under the following procedure by negotiations:

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 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 Mediation Services available before Step IV is resorted to.

Step IV - In the event the last Step fails to settle the complaint, it shall be referred to arbitration within ten (10) days after the mediation session.

The party seeking arbitration shall, within ten (10) days request the director of the Federal Mediation and Conciliation Service to provide a panel of seven (7) from which the arbitrator will be selected as soon as reasonably possible. Following the written demand for arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator in the local area. If they are unable to select a neutral arbitrator by agreement, they shall proceed as follows:

Said two (2) persons shall, within ten (10) days, request the Director of the Federal Mediation and Conciliation Service, to provide a parcel of seven (7) from which the third arbitrator shall be selected as soon as reasonably possible.

From this list, the Union shall strike the first name, then the Employer shall strike one name. This process shall continue until one name remains. The remaining name shall be the Arbitrator. The decision of the majority of the arbitration panel shall be final and binding on all parties.

Section 2. Time Limit on Grievance: Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than thirty (30) calendar days after the occurrence of the matter causing the grievance, provided, however, that there shall be no such time limitations on grievances involving computational errors with respect to wages or overtime. The Employer's retroactive liability on a back wage claim shall not exceed ninety (90) calendar days from the date that the grievance is raised in writing with the Employer.

Section 3. All grievances must be submitted in writing within thirty (30) calendar days of their occurrence to receive consideration, or they are barred.

Section 4. Request for Arbitration: The written request for arbitration shall be sent to the Arbitrator by the party requesting arbitration with, a copy to the other party.

Section 5. Authority of the Arbitrator: The authority of the Arbitrator shall be limited to the determination of the original written grievance provided that the

Arbitrator refers back to the parties without decision on any matter not a grievance as defined in Section I of this Article. The Arbitrator shall not be empowered to add to, subtract from, or modify the terms of this Agreement.

Section 6. Final Award: The decision of the Arbitrator shall be final and binding on the Employer, the Union, and the employees within the Bargaining Unit.

Section 7. Expenses of Arbitration: In all steps of Section 3, each party shall pay all expenses incurred involving its representative. All expenses and fees of the Arbitrator shall be shared equally by the Employer and the Union.

Section 8. Conflict with Agreement: No settlements shall be made in any Steps of this procedure which contradict or change in any way the terms or provisions of this Agreement.

Section 9. Union Executive Board Authority: The Executive Board of the Union shall have the right to determine whether or not the employee's grievance is qualified to be submitted to arbitration by the Union.

ARTICLE 13 STRIKE POLICY

It shall not be considered a violation of this Agreement for a member of the Union to refuse to walk through a primary legal picket line of any struck or locked-out plant.

ARTICLE 14 HEALTH AND WELFARE

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

Effective January 1, 2022:	\$268.00 per week.
Effective January 1, 2024:	\$275.40 per week.
Effective January 1, 2025:	\$282.80 per week
Effective January 1, 2026:	\$290.20 per week

(Not to exceed 40 hours per week) for each hour paid (including vacation hours) for each Eligible Participant employee of the Employer covered by this Agreement and eligible for health plan coverage under the ACA as defined below. 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 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.

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 \$46.15 per week per Eligible Participant with at least 1 other eligible family member covered under that plan
- Single coverage at \$23.07 per week per Eligible Participant with at least no other eligible family member covered under that plan

Employer contributions as provided above shall be made monthly and shall be made within 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.

The Employer shall not be obligated to make contributions in excess of those set forth above.

A plan which provides employees with substantially comparable benefits and costs may be substituted by the Employer for its employees in lieu of the Twin Cities Bakery Workers Health & Welfare Fund by the Employer. In such an event, the Employer shall notify the Union of its intent and of the nature and level of the benefits to be provided in the alternative plan. It is understood that if the Employer chooses to withdraw from the Twin Cities Bakery Workers Health & Welfare Fund, employees shall have no greater liability to make contributions under the substitute plan than is called for under the terms of the Twin Cities Bakery Workers Health & Welfare Fund and this Agreement in effect at the time of the substitution of plans.

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 this 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.

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

It is hereby agreed to provide Pension and Retirement benefits as follows:

A. Commencing with the first day of January 1, 2002, the Employer agrees to make payments to the Minnesota Bakers Union Pension Fund for each employee working in job classifications covered by the said Collective Bargaining Agreement as follows:

1. Beginning August 1, 2023 for each hour or portion thereof, for which an employee, subject to the Collective Bargaining Agreement received pay, the Employer shall make a contribution of one dollar and sixty cents (\$1.60) to the above-named Pension Fund, up to a maximum of forty (40) hours in any week.
2. Beginning August 1, 2024 for each hour or portion thereof, for which an employee, subject to the Collective Bargaining Agreement received pay, the Employer shall make a contribution of one dollar and seventy cents (\$1.70) to the above-named Pension Fund, up to a maximum of forty (40) hours in any week.
3. Beginning August 1, 2025 for each hour or portion thereof, for which an employee, subject to the Collective Bargaining Agreement received pay, the

Employer shall make a contribution of one dollar and eighty cents (\$1.80) to the above-named Pension Fund, up to a maximum of forty (40) hours in any week.

For the purpose of this Article, it is understood that contributions shall be payable on behalf of employees from the first day of employment, whether said employees are permanent, temporary, or seasonal, or full-time or part-time employees, and regardless of whether or not they are members of the Union.

B. It is agreed that the Pension Fund to which contributions are made is intended to be tax qualified by the Internal Revenue Service of the United States Treasury Department, so as to enable the Employer to treat contributions to the Pension Fund as a deduction for income tax purposes.

C. In the event the Employer fails to make the required contributions due the Fund for any month on or before the 10th day of the second calendar month, following the month for which the contributions were payable, the Employer shall become liable for the benefits that would have been received by an employee for any claim that was processed and would have been paid, except for the failure of the Employer to pay contributions. Such liability shall not occur unless the administrative director of the Fund shall certify to the delinquency of the Employer and the eligibility of the employee to the union and to the Employer who has failed to pay such contribution. The Employer shall have ten (10) days after date of receipt of certification to make payments and correct and delinquency.

D. The payments so made to the Fund shall be used by it to provide retirement benefits for eligible employees in accordance with the Pension Plan of said Fund, as determined by the Trustees of said Fund, to be applied to the eligible employees based on the amount of Employer contribution. The Employer hereby affirms that he has no arrangement providing for the compulsory retirement of his employees, except as specifically set forth herein.

E. This clause is subject in all respects to the provisions of the Labor-Management Relations Act of 1947, as amended, and to any other applicable laws.

ARTICLE 16 REPORTS OF EMPLOYERS

Reports of the Employers as to employees who have worked, the number of hours that they have been paid, and such other data and information as may be required by the Trustees of said Health and Welfare and Pension Funds designated in the foregoing ARTICLES XIV AND XV, and all contributions payable to the Funds shall be transmitted to the offices of the funds no later than the 15th of the month immediately following the calendar month in which the work was performed on which contributions are being made. In the event said reports are not furnished or such contributions are not paid as aforesaid, the following remedies, in whole or in part, and in addition to all other remedies, either in law, in equity,

by contract, or authorized by the aforementioned Agreement and Declarations of Trust, shall be available.

1. The Trustees or the agent of either of the Funds shall give the delinquent Employer three (3) notices in writing, not closer than ten (10) days apart, with return receipt requested, at the address shown in the records of the Funds, Plan, or Union. Three (3) days after the last notice, the Union shall have the right to take such legal and lawful actions as it may deem necessary until such delinquent payments are made, or said records submitted, such action including, but not limited to, the right to withhold services from such Employer and other concerted activity for as long as the failure to make such contribution continues, no strike, no lockout clause notwithstanding.

2. In no event shall the provisions relating to Health and Welfare and Pension set forth herein be subject to, or suitable for, grievance and arbitration under the terms of this Agreement.

3. If the Employer fails to make prompt and timely payments of monthly contributions required by this Article, and such delinquency results in an employee or beneficiary or dependent being denied or being rendered ineligible for benefits otherwise payable under the plans provided by the Trustees, then, in such event, the Employer shall be fully and personally responsible to (and hereby agrees to pay) such employee or beneficiary or dependent for all such losses of benefits.

ARTICLE 17 SEPARABILITY

It is hereby declared to be the intention of the parties to this Agreement that Sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or Section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with any Federal or Minnesota or Wisconsin state law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and Sections of this Agreement.

The Employer and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid- This places no time limitations on the parties during which they may negotiate.

ARTICLE 18 TERM OF AGREEMENT

Section 1. Copies of this Agreement shall be signed in triplicate, one to be kept by the Union, one to be kept by the Employer, and one to be posted in a conspicuous place in the shop.

Section 2. This Agreement shall be in full force and effect from August 1, 2023 through July 31, 2026 and shall continue in full force and effect from year to year,

unless sixty (60) days' written notice is given by either party of its intention to terminate or amend said Agreement. Such notice of intention to terminate or amend said Agreement must be delivered by registered mail, or in person, sixty (60) days prior to July 31st of any year. Such notice of intention shall also cite the Articles and Sections of the Agreement that it is desired to amend or delete, and/or submit a copy of the proposed new agreement. Ten (10) days shall be allowed for counter-proposals.

Section 3. It is further agreed that if no agreement is reached upon proposed amendments before August 1st of any year, then the conditions of this Agreement shall apply during negotiations, and any changes ultimately agreed upon shall be retroactive to August 1st.


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

<u>WAGE SCHEDULE A</u>	<u>8/1/2023</u>	<u>8/1/2024</u>	<u>8/1/2025</u>
-	-	-	-
Foreman	\$ 21.60	\$ 22.60	\$ 23.35
Journeyman Baker	\$ 20.87	\$ 21.87	\$ 22.62
Full Time Cake Decorator 3+ Years	\$ 20.87	\$ 21.87	\$ 22.62
Full Time Cake Decorator 2-3 Years	\$ 19.37	\$ 20.37	\$ 21.12
Full Time Cake Decorator 1-2 Years	\$ 18.25	\$ 19.25	\$ 20.00
Full Time Cake Decorator 0-1 Years	\$ 17.25	\$ 18.25	\$ 19.00
Part Time Cake Decorator	\$ 15.00	\$ 16.00	\$ 16.75
Lead Wrapper	\$ 15.00	\$ 16.00	\$ 16.75
Donut Fryer	\$ 15.00	\$ 16.00	\$ 16.75
<u>WAGE SCHEDULE B</u>			
-			
Part Time Wrappers, Finishers Top Scale	\$ 13.50	\$ 14.00	\$ 14.50

Employees currently paid above scale will retain that rate and in addition will receive any negotiated increases within their classification. Employees paid at a rate on the wage scale shall be credited with the corresponding time period for purposes of wage progression.

This Agreement executed this day of 8-1 2023.

For Mount Royal Fine Foods:

By: 

**For the Union: Bakery, Confectionery, Tobacco Workers & Grain Miller's
International Union Local 22 AFL-CIO:**

By: 

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



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.