AGREEMENT BETWEEN

OLD DUTCH FOODS, INC. ROSEVILLE, MN

And



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

OCTOBER 1, 2021 THROUGH AND INCLUDING SEPTEMBER 30, 2026

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AGREEMENT between OLD DUTCH FOODS, INC.

nd

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

PREAMBLE

THIS AGREEMENT is made and entered into this 29th day of October 2021, by and between the OLD DUTCH FOODS, INC., of Roseville, Minnesota, 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 22, AFL-CIO, of the City of Minneapolis, State of Minnesota, by its duly authorized representatives thereof, hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining agency for the employees of the Employer employed under the classifications outlined in Article V of this contract, exclusive of executives, supervisors and office employees. 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 thirty (30) days in a ninety (90) day period. If employed after working thirty (30) in a ninety (90) day period, they will be subject to the terms of the Agreement and the date of employment shall revert back to thirty (30) calendar days prior to completion of the thirty (30) day period. The Employer may extend the time for application of the coverage of the terms of this Agreement to temporary employees by providing notice to the Union of a request for a fifteen (15) day extension of the provisions of this Section on or before the twenty-fifth (25th) day worked. The Union may object to the extension by giving written notice to the Employer within five (5) days of the request for the extension. In the absence of a written objection, the Employer's request shall be granted.

If a temporary leased employee is filling in for a long term leave of absence, the thirty (30) days worked in ninety (90) 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. It shall be a condition of continued 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. All present employees who are not members of the Union shall, as a condition of continued employment, become and remain Union members thirty-one (31) days after the execution of this Agreement. It shall also be a condition of employment that all employees covered by this Agreement, hired on or after its effective date, shall, within thirty-one (31) days of hire, become and remain members of the Union. For purpose of this provision, 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 3. New employees shall be considered on probation for the first sixty (60) appearances on the payroll and shall not be considered regular employees until they have served the probationary period. (The sixty (60) appearances must be accrued in ninety (90) calendar days). The Employer may extend the probationary period for an additional fifteen (15) appearances by providing a written request to the Union to extend the probationary period. If the Union fails to issue a timely written objection within five (5) days of receipt of the Employer's request, the probationary period shall be extended for an additional fifteen (15) appearances.

Section 4. Upon request from the Union, the Employer will, during the term of this contract, deduct Union dues once a month for the current month of those employees who are required to maintain membership in the Union under the preceding paragraphs and will promptly remit same to the Treasurer of the Union, provided that in all cases where the Union requests such deductions, such request shall be accompanied by properly and legally executed assignments from employees in accordance with the law authorizing such deductions.

Section 5. It is expressly 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. In consideration of the recognition herein granted, the Union agrees for itself and its members, not to hinder or interfere with the Employer in the management of the Company, in its several departments, including but not restricting the assignment of work, the direction of the working force, right to hire, suspend or discharge, for proper cause, to transfer employees and to lay off employees for lack of work, for other legitimate reasons; however, in the exercise of these managerial responsibilities, the Employer agrees that 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. Furthermore, the Union agrees that in consideration of the mutuality of interest recognized as existing between the parties concerned, it shall not establish or attempt to enforce upon the Employer or employees any regulations or rules which will interfere with the recognized right of Management to secure and maintain sufficient numbers of qualified employees necessary to efficient operation of the business.

Section 7. The Employer and Union agree not to discriminate against any employee or prospective employee because of membership or activity in the Union, or because of race, creed, color, sex, age or place of national origin.

ARTICLE II HOURS OF WORK

Section 1. Eight (8) consecutive hours shall constitute a normal work day. All time worked in excess of eight (8) hours in any work day shall be considered overtime and paid for at the rate of one and one-half times the regular scale of wages.

- <u>Section 2.</u> 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.
- Section 3. All time worked in excess of five (5) days a week shall be considered overtime and paid for at the rate of one and one-half times the regular scale of wages, providing the employee has not absented himself from work due to his own volition during any part of the first five (5) days in the work week.
- <u>Section 4.</u> Any employee reporting for work at the start of a regular shift shall be guaranteed five (5) hours' employment or five (5) hours' pay, unless previously notified not to report to work and provided employee has a valid and current phone number on file with the Employer.
- Section 5. If an employee is called back on the same day after completing a regular shift and leaving the premises or is required to work on the employee's scheduled day off, the employee will be guaranteed four (4) hours work or pay, unless the employee requests and is granted the option to leave earlier. Provided, however, that the current practice of allowing mechanics to leave when the required work is completed and still retain a four (4) hour pay guarantee will remain in effect.
- 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. The above applies to all production employees, but does not apply to shipping departments except chute men.
 - A. Friday production work for one (1) shift only will be mandatory for first shift production employees. A first shift employee will be allowed to refuse or decline work, if he or she can find a suitable replacement which would be subject to management approval.
 - B. Saturday work for Production and Warehouse for one (1) shift only will be posted by 12:30 p.m. on Wednesday, unless there is a potential of a shortage of potatoes, in which case the posting must be done by 12:00 noon on Thursday. If not enough volunteers sign, then management can draft from the seniority list junior employees first.
- Section 7. In the event overtime is necessary, the overtime shall be assigned on a departmental basis as provided for in the wage schedule. When overtime work requires less employees than normally employed on such work, the overtime will be offered to the most senior employees wherever practical. Senior employees will have the right to refuse overtime provided there are sufficient junior employees qualified and available for work. Daily overtime in excess of one (1) hour will be voluntary unless four (4) hours' notice is given to the employee before the end of the employee's shift.

Section 8. When the Employer finds it necessary to change the starting time for one or more of the employees in a given classification, the most junior employee shall be first affected.

Section 9. When daily overtime is scheduled on a temporary basis (one week or less) which requires employee(s) to start before their regular time, the Employer will pay such employee(s) time and one-half for such time, up to their regular starting time, even though affected employee(s) are sent home by the Employer before all scheduled hours are worked.

The exceptions to the above are:

- 1. Employees who are called in early, who work nine (9) hours or more will be paid overtime for work in excess of eight (8) hours.
 - (a) It is not the intention of this article to pyramid overtime--for example, to pay two (2) hours' overtime for nine (9) hours of work.
- 2. Employees who elect to use their seniority to change a different shift, or to different work within a shift.
- 3. In a case where a production shut-down is scheduled and an entire shift is rescheduled early for sanitation purposes.
- 4. In other cases where second shift or third shift employees, because of seniority, are scheduled for an earlier shift because of a slack in production.

Section 10. 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 work load 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 a layoff.

ARTICLE III SUNDAYS AND HOLIDAYS

Section 1. All time worked on Sundays shall be paid for at the rate of double time. Shifts starting on Saturday evening shall not be considered working on Sundays until the employees have completed eight (8) hours of work.

It is also understood that, if Sunday is part of an employee's regularly-scheduled workweek, the time worked by that employee on Sunday will be paid at straight time.

It is also understood that work shifts starting on Sunday evening as the first working day of the week will be paid straight time. An employee whose first working day of the week is Sunday will be paid at the rate of double time for hours worked on the following Saturday, provided that that Saturday is the employee's seventh consecutive day of work, and the employee has not absented themselves from work due to their own volition during any part of the previous six days.

Section 2. 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 31 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.

<u>Section 3.</u> 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 4. 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, 2022, 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/she 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 5. 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. This Section shall apply to the calendar date of the holiday or day celebrated as such.

Section 6. 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 IV 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.

<u>Section 4.</u> 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 employ 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.

<u>Section 8.</u> 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 V WAGE SCALE

<u>Section 1.</u> The following schedule of minimum wages shall be paid employees in the following classifications. Any employee receiving more than the following minimum hourly rates shall not have his/her wages reduced except where transfer to another classification may become necessary.

Effective:	10/4/2020	10/3/2021	10/31/2021	10/2/2022	10/1/2023	10/6/2024	10/5/2025
PRODUCTION DEPARTMENT Packaging Personnel & Boxes:							
First 3 Months	15.40	15.79	15.79	16.18	16.58	16.99	17.41
After 3 Months	16.09	16.49	16.49	16.90	17.32	17.75	18.19
After 6 Months	17.20	17.63	17.63	18.07	18.52	18.98	19.45
After 9 Months	18.92	19.39	19.39	19.87	20.37	20.88	21.40
After 12 Months (LAB + 35¢)	19.77	20.26	20.26	20.77	21.29	21.82	22.37
Sweeper	20.34	20.85	20.85	21.37	21.90	22.45	23.01
Trimmer	20.34	20.85	20.85	21.37	21.90	22.45	23.01

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Effective:	10/4/2020	10/3/2021	10/31/2021	10/2/2022	10/1/2023	10/6/2024	10/5/2025
Laborer							
First 3 Months	16.09	16.49	16.49	16.90	17.32	17.75	18.19
After 3 Months	16.79	17.21	17.21	17.64	18.08	18.53	18.99
After 6 Months	17.49	17.93	17.93	18.38	18.84	19.31	19.79
After 9 Months	18.72	19.19	19.19	19.67	20.16	20.66	21.18
After 12 Months	20.35	20.86	20.86	21.38	21.91	22.46	23.02
After 15 Months	21.20	21.73	21.73	22.27	22.83	23.40	23.99
Packaging / Seasoning Operator							
Entry Level - First 3 Months	20.41	20.92	21.42	21.96	22.51	23.07	23.65
Level 1 - After 3 Months	21.56	22.10	22.60	23.17	23.75	24.34	24.95
Level 2 - Discretionary by Employer	22.15	22.70	23.20	23.78	24.37	24.98	25.60
Level 3 - Discretionary by Employer	22.76	23.33	23.83	24.43	25.04	25.67	26.31
Carton Handler Inventory Persons	21.92	22.47	22.47	23.03	23.61	24.20	24.81
Fryer							
First 3 Months	21.79	22.33	22.33	22.89	23.46	24.05	24.65
After 3 Months	23.03	23.61	23.61	24.20	24.81	25.43	26.07
After 6 Months	24.23	24.84	24.84	25.46	26.10	26.75	27.42
After 9 Months	25.47	26.11	26.11	26.76	27.43	28.12	28.82
After 12 Months	25.95	26.60	26.60	27.27	27.95	28.65	29.37
Potato Warehouse Department							
Potato Receiver	22.03	22.58	22.58	23.14	23.72	24.31	24.92
Cleanup Department							
First 3 Months	16.41	16.82	16.82	17.24	17.67	18.11	18.56
After 3 Months	17.13	17.56	17.56	18.00	18.45	18.91	19.38
After 6 Months	17.85	18.30	18.30	18.76	19.23	19.71	20.20
After 9 Months	19.04	19.52	19.52	20.01	20.51	21.02	21.55
After 12 Months	20.77	21.29	21.29	21.82	22.37	22.93	23.50
After 15 Months	21.59	22.13	22.13	22.68	23.25	23.83	24.43
Lead Person	22.55	23.11	23.11	23.69	24.28	24.89	25.51
(Third Shift Personnel only: After 9 Months add 10 cents)							

Effective:	10/4/2020	10/3/2021	10/31/2021	10/2/2022	10/1/2023	10/6/2024	10/5/2025
Machine Maintenance Department							
Mechanic C-1	21.56	22.10	22.10	22.65	23.22	23.80	24.40
Mechanic C-2	22.26	22.82	22.82	23.39	23.97	24.57	25.18
Mechanic C-3	22.97	23.54	23.54	24.13	24.73	25.35	25.98
Mechanic B-1	23.42	24.01	24.01	24.61	25.23	25.86	26.51
Mechanic B-2	24.18	24.78	24.78	25.40	26.04	26.69	27.36
Mechanic B-3	24.90	25.52	25.52	26.16	26.81	27.48	28.17
Mechanic A-1	25.74	26.38	27.38	28.06	28.76	29.48	30.22
Mechanic A-2	26.38	27.04	28.04	28.74	29.46	30.20	30.96
Mechanic A-3	27.17	27.85	28.85	29.57	30.31	31.07	31.85
Mechanic A-4	27.92	28.62	29.62	30.36	31.12	31.90	32.70
Electrical Technician 1	30.61	31.38	32.38	33.19	34.02	34.87	35.74
Electrical Technician 2	32.22	33.03	34.03	34.88	35.75	36.64	37.56
Journeyman Mechanic 1	30.61	31.38	32.38	33.19	34.02	34.87	35.74
Journeyman Mechanic 2	32.22	33.03	34.03	34.88	35.75	36.64	37.56
Shipping and Receiving Department							
Shipping and Receiving Foreman	23.99	24.59	25.09	25.72	26.36	27.02	27.70
Shipping and Receiving Assistant	22.85	23.42	23.92	24.52	25.13	25.76	26.40
Warehouse Workers:			***************************************				
First 3 Months	19.87	20.37	20.87	21.39	21.92	22.47	23.03
After 3 Months	20.35	20.86	21.36	21.89	22.44	23.00	23.58
After 6 Months	20.81	21.33	21.83	22.38	22.94	23.51	24.10
After 9 Months	21.30	21.83	22.33	22.89	23.46	24.05	24.65
After 12 Months	21.91	22.46	22.96	23.53	24.12	24.72	25.34
After 15 Months	22.39	22.95	23.45	24.04	24.64	25.26	25.89
Warehouse Chute Workers:							
First 3 Months	16.09	16.49	16.49	16.90	17.32	17.75	18.19
After 3 Months	16.79	17.21	17.21	17.64	18.08	18.53	18.99
After 6 Months	17.49	17.93	17.93	18.38	18.84	19.31	19.79
After 9 Months	18.72	19.19	19.19	19.67	20.16	20.66	21.18
After 12 Months	19.87	20.37	20.37	20.88	21.40	21.94	22.49
After 15 Months	20.35	20.86	20.86	21.38	21.91	22.46	23.02

An additional 20¢ per hour premium will be added to the regular rates specified above, to be paid at straight time and/or overtime, as the case may be, providing the employee reports to work on his scheduled 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 personal holiday hours, funeral leave and holidays, provided the employee has worked any and all hours he was scheduled to work in the particular work week.

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 scheduled work day.
- 3. If an employee punches out for lunch before the appointed 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 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 scheduled relief periods 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.

- <u>Section 2.</u> The rate of pay for any new job classification established during the life of this Agreement shall be negotiated between the two (2) parties. However, should no mutual agreement be reached, the matter shall then be submitted to the grievance machinery as outlined in Article VIII.
- <u>Section 3.</u> Employees working in a higher classification shall be paid for actual time worked (such time will be noted by punching a separate card, or authorized with the foreman's initial). This provision does not apply to lunch or rest relief periods.
- Section 4. A shift differential of twenty-five cents (\$0.25) per hour will be paid. Regular full-time employees starting their shift at 1:30 p.m. or later or before 4:00 a.m. shall qualify for the shift differential. 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 work week.

Section 5. The Employer agrees to train back-up personnel to perform fryer duties. A premium of ten cents (10ϕ) per hour will be paid to the back-up trainee when working at the trainee's regular bid job. The trainee will be paid a minimum of the starting rate of pay for the fryer position when filling in on that job. The trainee will be reviewed and will advance through the fryer wage progression as the employee's proficiency in performing the job is demonstrated. Back-up fryer trainees will be entitled to super seniority over the other employees for an opening in the fryer position on the same shift as the trainee.

ARTICLE VI HEALTH AND WELFARE

<u>Section 1.</u> 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 2, 2011, the Sickness and Accident benefit will be Two Hundred Fifty (\$250) Dollars per week. Effective January 1, 2022, 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 I of this Article will be covered by the dental program. Employees covered by the dental program shall pay 16% of the monthly family dental premium for such coverage. Effective January 1, 2012, 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.

ARTICLE VII SENIORITY

Section 1. Seniority shall take effect after an employee has successfully completed the probationary period. After successful completion of the probationary period, the employee's seniority shall date back to the original date of employment. New employees shall be considered on probation for the first sixty (60) appearances on the payroll and shall not be considered regular employees until they have served the probationary period. (The sixty (60) appearances must have accrued in ninety (90) calendar days.) The Employer may

extend the probationary period for an additional fifteen (15) appearances by providing a written request to the Union to extend the probationary period. If the Union fails to issue a timely written objection within five (5) days of receipt of the Employer's request, the probationary period shall be extended for an additional fifteen (15) appearances.

Section 2. The Employer agrees to post in a conspicuous place in the plant, within thirty (30) days after the effective date of this Agreement, a list of employees arranged in the order of their length of service. Any employee who believes his service record has been incorrectly stated on said list shall request, within ten (10) days after the list is posted, that his standing be corrected. The seniority list will be updated on January 1 and July 1 of each calendar year and a copy will be sent to the Union.

Section 3. Employees desiring a leave of absence for legitimate reasons may do so upon approval of management and retain and accumulate their seniority rights.

- (a) Employees replacing the foreperson on a temporary basis shall be automatically granted a leave of absence up to thirty (30) days.
- (b) All leaves of absence must be in writing and a copy of same sent to the Union. Employees absent because of proven sickness or injury shall retain their seniority rights.

Section 4. Employees desiring a week's leave of absence without pay during slack periods may do so by securing Management's approval. Management shall not refuse to grant such leave of absence unless plant operation is such that employee's services are mandatory. There shall be a thirty (30) day mandatory leave of absence granted for trial in a supervisory position.

Section 5. Seniority and length of service shall have preference in all new positions, job vacancies, and personnel increase covered by this Agreement. In the case of qualifications and ability being equal, the senior employee shall be given first preference for the job. An employee who received a verbal warning or more severe discipline for attendance issues (absenteeism and/or tardiness) in the twelve (12) months prior to the date of posting is not eligible to be awarded a job vacancy. Notwithstanding the previous sentence, the Employer shall have the right to waive a particular employee's non-eligibility stemming from attendance issues. The Employer will post notices on the bulletin board for a period of two (2) days 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. There shall be a thirty (30) day trial period for all job classifications, with the exception that Maintenance, Fryer and Packaging Machine Operators shall have sixty (60) days to qualify for these positions.

The Employer shall post all vacancies and new positions within fourteen (14) calendar days. Provided, however, that the fourteen (14) day period will not begin until an employee who has bid out of that position to accept another posted position has completed the probationary period in that position.

All job vacancies will be posted in the department where the vacancy occurs. The Employer will also post notice in other departments covered by this Agreement advising of the existence of the posting to allow eligible employees to sign up for consideration.

Wage progression will be based upon plant seniority when an employee is awarded a posted position with the exception of the fryer, carton and package material handler, warehouse worker, machine maintenance classifications, and packaging machine operators. It is understood, however, that if a chute worker is promoted to a warehouse worker, the employee will not suffer a loss of pay.

- Section 6. When it becomes necessary to reduce the working force, seniority shall apply, providing qualifications and ability are sufficient to perform the work required, and in returning employees to work, the last employee laid off shall be the first rehired, if qualified to do the work available. If a layoff exceeds five (5) working days, laid off employees will be allowed to displace the least senior employees in the plant, provided the employee is qualified to do the work involved. Employees shall have recall rights for six (6) months. An employee who has not been recalled after six (6) months shall lose their seniority rights. Employees will be recalled based on seniority and qualifications.
- Section 7. Employees who quit their positions, or who are discharged, if the discharge is found to be justified, shall immediately lose their seniority rights.
- Section 8. Employees shall have the right to expect retention on regular work duties. However, the Employer has the right to transfer employees for the best interest of the production requirements of the Employer. The transfer of employees shall not be in a discriminate manner.
- Section 9. Employees whose work is eliminated may exercise seniority within their department to displace employees with less seniority. In the event an employee is laid off from his departmental seniority list as the result of job elimination, he may exercise seniority to avoid a layoff by bumping the junior employee in the bargaining unit on a job he can perform without training.

ARTICLE VIII 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 twenty (20) 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 "Metropolitan" list of seven (7) 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.

<u>Section 2.</u> 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.

Section 4. There shall be established a permanent grievance committee selected by the membership who, with the shop stewards and representatives of the Local Union, shall meet with management to discuss grievances.

ARTICLE IX DISCHARGE

Section 1. No employee on the seniority list shall be discharged or laid off or put on a part time basis without first being given three (3) days' previous notice or pay for same. No member shall quit his position after thirty (30) appearances on the payroll without giving his Employer three (3) days' notice. Dishonesty, failure to comply with the Drug and Alcohol Policy or insubordination shall be reason for discharging without such notice. The company attendance policy provides procedures that may include discharge without such notice.

Section 2. Employer shall not discharge any member holding seniority rights without just cause. A member discharged shall be informed in writing of the reason thereof, at the time of discharge, and a copy thereof shall be sent to the Union. Any objection to any discharge must be made in writing within seven (7) 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 seven (7) day period.

ARTICLE X SHOP STEWARD

The Employer recognizes the right of the employees to elect a shop steward or shop committee to handle such Union business as may from time to time be delegated to the shop steward or shop committee by the Union.

The Employer shall release the Union designated stewards from work to attend union sponsored training programs on such dates as are designated by the local or international union. The Union shall endeavor to give the Employer sufficient advance notice of such programs. The Employer will allow up to three (3) days per calendar year not to exceed three (3) stewards in production and one (1) steward in the warehouse.

ARTICLE XI MISCELLANEOUS

- Section 1. 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 this Agreement.
- Section 2. Employer who demands that employees take physical examinations must stand the expense of such examinations.
- <u>Section 3.</u> No employee shall be charged for breakage, material damage, or products damaged unless the damage is deemed malicious intent, then the Employer may punish and/or reimburse self for the cost of such malicious damage.
- Section 4. The Employer shall not be allowed to deduct anything except deductions required by law from pay checks without the written consent of the employee. All employees must be paid by check, transfer, or signed receipt and receive a record of their earnings and any and all deductions.
- <u>Section 5.</u> The Employer shall provide a bulletin board or designated place for the posting of official Union notices that are not political or otherwise controversial in nature.
- <u>Section 6.</u> The Employer shall furnish uniforms or smocks to the employees engaged in the production department. Other employees shall maintain and launder their working clothes in a clean and neat manner while working for the Employer.

ARTICLE XII LUNCH AND 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 OR 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 OR Three fifteen (15) minute paid rest periods, plus an unpaid meal period

ARTICLE XIII MILITARY SERVICE

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

ARTICLE XIV UNION VISITATION

The authorized representatives of the Union shall be permitted, upon securing permission from Management, to enter the Employer's shop and talk to Union members on Union business providing they do not disrupt the normal flow of production.

ARTICLE XV 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 four (4) 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 nineteen (19) (or prior to age twenty-five (25) if a full time student.).

A maximum of one (1) day will be allowed employees for the purpose of attending a funeral of a grandparent, grandchild, brother-in-law, sister-in-law, step grandparent, or step grandchild. An employee may choose to take — on an unpaid basis — one additional day off work for the purpose of attending a funeral of a grandparent, grandchild, brother-in-law, sister-in-law, step grandparent, or step grandchild. Such unpaid day of leave allowed by this Section shall be treated as an excused absence, provided that the employee, upon request of the Employer, produces evidence of attending the funeral.

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 the 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.

<u>Section 3.</u> 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 XVI PENSION

The Employer will maintain the Employer-sponsored pension program to be a funded plan with annual contributions to be made to the fund according to the 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.

For employees with twenty years or fewer of service, the pension benefit will be \$31.50 per month per year of service. For example, if an employee retires with 15 years of service, the pension benefit for that employee will be \$472.50 per month ($$31.50 \times 15 = 472.50).

For employees with more than twenty years of service, 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 XVII 401(k) SAVINGS 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 XVIII LABOR MANAGEMENT COMMITTEE

A Labor Management Committee will be formed by the parties to meet quarterly or on call of either. There will be a maximum of three (3) employee representatives of the bargaining unit. Meetings will be scheduled at 2:00 p.m. unless otherwise agreed with a

maximum of one-half (1/2) an hour on Employer time to be paid at the employee's straight time rate of pay.

An agenda will be prepared which will consist of items submitted in advance by either party to the other. It is understood that the Labor Management Committee is not a substitute for the grievance procedure and active grievances are not to be placed upon the agenda.

Minutes will be kept and when approved, posted on employee bulletin boards.

The parties agree to participate in the training sessions offered by the Federal Mediation Conciliation Service prior to beginning to schedule regular meetings of the Committee.

ARTICLE XIX STRIKES AND LOCKOUTS

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

ARTICLE XX DURATION

This Agreement shall be in effect on the 1st day of October, 2021, and shall continue in effect until the 30th day of September, 2026, and from year to year thereafter unless one party serves notice in writing on the other party sixty (60) days prior to September 30, 2026, or the regular anniversary date thereafter, of their intention to terminate, modify or change said Agreement.

Copies of this Agreement shall be signed in duplicate, one to be kept by the Employer and one to be kept by the Union.

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

OLD DUTCH FOODS, INC.

Ву	Ву

SCHEDULE A - VACATIONS

Effective for vacations earned and scheduled on or after January 1, 2022, 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

	1 st	2 nd	3 rd thru 7 th	8 th thru 14 th	15th and Over
JanFeb.	5 days	5 days	10 days	15 days	20 days
MarApr.	4	5	10	15	20
May-June	3	5	10	15	20
July-Aug.	2	5	10	15	20
SeptOct.	1	5	10	15	20
NovDec.	0	5	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

	1 st	2 nd	3 rd thru 7 th	8 th thru 14 th	15th and Over
JanFeb.	2.0%	2.0%	4.0%	6.0%	8.0%
MarApr.	2.0%	2.0%	4.0%	6.0%	8.0%
May-June	2.0%	2.0%	4.0%	6.0%	8.0%
July-Aug.	2.0%	2.0%	4.0%	6.0%	8.0%
SeptOct.	2.0%	2.0%	4.0%	6.0%	8.0%
NovDec.	-0-	2.0%	4.0%	6.0%	8.0%

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.

maximum of one-half (½) an hour on Employer time to be paid at the employee's straight time rate of pay.

An agenda will be prepared which will consist of items submitted in advance by either party to the other. It is understood that the Labor Management Committee is not a substitute for the grievance procedure and active grievances are not to be placed upon the agenda.

Minutes will be kept and when approved, posted on employee bulletin boards.

The parties agree to participate in the training sessions offered by the Federal Mediation Conciliation Service prior to beginning to schedule regular meetings of the Committee.

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Copies of this Agreement shall be signed in duplicate, one to be kept by the Employer and one to be kept by the Union.

BAKERY, CONFECTIONERY, TOBACCO WORKERS AND, GRAIN MILLERS UNION, TWIN CITIES LOCAL 22, AFL-CIO OLD DUTCH FOODS, INC.

By Waly Sga 11-16-21

116/2021

LETTER OF UNDERSTANDING

between OLD DUTCH FOODS, INC.

and

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

The parties have agreed to the following:

- A. <u>Temporary Employees</u>: 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.
- B. Agreement Not to Bump Employees: To memorialize a longstanding oral agreement between the Employer and the Union, the parties agree that employees in the production department may not bump employees in the laborer classification to obtain a full work week. Similarly, employees in the laborer classification cannot bump employees in the production department to obtain overtime work.

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

By Waler Byon

OLD DUTCH FOODS, INC.

22

maximum of one-half ($\frac{1}{2}$) an hour on Employer time to be paid at the employee's straight time rate of pay.

An agenda will be prepared which will consist of items submitted in advance by either party to the other. It is understood that the Labor Management Committee is not a substitute for the grievance procedure and active grievances are not to be placed upon the agenda.

Minutes will be kept and when approved, posted on employee bulletin boards.

The parties agree to participate in the training sessions offered by the Federal Mediation Conciliation Service prior to beginning to schedule regular meetings of the Committee.

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Copies of this Agreement shall be signed in duplicate, one to be kept by the Employer and one to be kept by the Union.

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

OLD DUTCH FOODS, INC.

By Waly Sga 11-16-21

11/16/202



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	
Telephon	ne Number		
Send to:	BCTGM Local 22 312 Central Ave. S.E., Suite Minneapolis, MN 55414	÷ 590	
Fax it to:	612- 379-0473		
Or Email	to: jruttenlocal22@integra.	net	
	Thouls Von		

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.