

PEARSON CANDY COMPANY

AGREEMENT

Under the Jurisdiction of



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

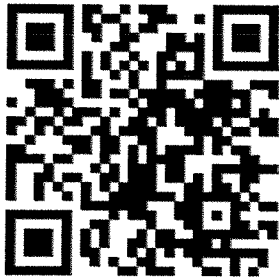
Contract Date- December 16, 2022 through November 23, 2025

If you feel like you are being discriminated against or targeted at work because of the color of your skin or ethnic origin, we urge you to give Human Resources a chance to help stop this treatment.

If they do not, you should file a charge with the Equal Employment Opportunities Commission (EEOC)

Their website has a link right on the front page that will change the format of their website to several different languages, and your rights are protected by federal law. It is unlawful for any company to retaliate against any employee for filing a charge with the EEOC.

To file a charge, scan the code below with your smart phone to take you to their website, and select the preferred language in the upper right corner of their homepage to get started:



Or visit their website at www.eeoc.gov

The EEOC will investigate your claim and pursue legal action, if necessary, as their agency's purpose is to ensure that companies maintain a discrimination and harassment free environment for all workers.

Table of Contents	Page #
Article 1 - Recognition	1
Management Rights	2
Article 2 - Hours of Work	4
Article 3 - Leaves From Work	5
Article 4 - Seniority	6
Article 5 - Miscellaneous	11
Article 6 - Wages	11
Article 7 - Holidays	13
Article 8 - PTO	13
Article 9 - Break Periods	17
Article 10 - Discrimination	18
Article 11 - Discipline & Discharge	18
Article 12 - Union Visitation	18
Article 13 - Grievance & Arbitration	19
Article 14 - No Strike/No Lockout	20
Article 15 - Picket Line Recognition	21
Article 16 - Bereavement Leave	21
Article 17 - Health & Welfare	22
Article 18 - Retirement	23
Article 18A - Emergencies	25
Article 19 - Jury Duty	25
Article 20 - BCTGM PAC	25
Article 21 - Duration & Termination	25

CONTRACT DATE:
December 16, 2022
November 23, 2025

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PEARSON CANDY COMPANY

AND

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

.....

THIS collective bargaining agreement ("Agreement") is made and entered into effective as of the 16th day of December, 2022, by and between the St. Paul Candy Company d/b/a PEARSON CANDY COMPANY by its duly authorized Officers (hereinafter referred to as the "Employer," "management" or "the Company"), and the BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS UNION, TWIN CITIES LOCAL 22, AFL-CIO, by its duly authorized representatives (hereinafter referred to as the "Union").

WHEREAS, the employees herein having elected to affiliate themselves as members of said Union to bargain collectively with the Employer for wages, hours, and working conditions.

This Agreement shall cover all regular full-time and regular part-time inside (i.e., plant) production, shipping and receiving, sanitation, and maintenance employees (hereinafter "Employees"). This Agreement does not cover office employees, guards, managers, supervisors as defined by the Act, or any other job classification.

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

ARTICLE 1

RECOGNITION/UNION SECURITY/MANAGEMENT RIGHTS:

Section 1: Recognition: The Employer recognizes the Union as the exclusive bargaining agency for the Employees in those classifications covered by this Agreement.

Section 2: Union Security and Probationary Period: As a condition of employment, all present employees shall remain members of the union in good standing upon the signing of this Agreement. All new employees, after completion of a thirty (30) calendar day period, shall become and remain members of the Union in good standing.

New employees shall be considered on probation for the first ninety (90) calendar days of their employment and shall not be considered as regular employees until they have served their probationary period satisfactory to the Employer. The Company may extend the probationary period of any employee for a period of up to sixty (60) days upon written notice to the Union. The Employer may layoff or discharge probationary employees without cause, and the discipline or discharge of a probationary employee shall not be subject to the grievance or arbitration provisions of this Agreement.

Upon notification by the Union, the Employer will discharge any employee who loses their good standing with the Union in accordance with the foregoing union-security provisions. The Employer further agrees to mail to the Union a list of names and addresses of all new employees each thirty (30) calendar days.

Section 3: Union Business. The Employer agrees to grant the necessary time off without pay and without discrimination, to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business where it does not unduly interfere with the operation of the business. In each case, permission for absence from work must first be obtained from the Employer.

Section 4: Individual Agreements. The Employer agrees not to enter into any agreement or contract, individually or collectively, with employees who are covered by this Collective Bargaining Agreement, which in any way conflicts with the terms and provisions of this Agreement; provided that nothing in this Agreement restricts the unilateral right of the Employer to compensate any employee, for any period of time, at any rate that is equal to or greater than what is required by this Agreement.

Section 5: Dues Check Off. The Employer will deduct, from each employee's first paycheck each month, the Union dues for the current month and the initiation fee for each employee who is required to maintain membership in the Union under this Article; provided that the employer has received from the employee a written assignment which shall not be irrevocable for a period of more than one year, or beyond the termination of the Agreement, whichever occurs sooner. An employee's assigned initiation fee shall be divided into fourths and deducted over a period of four (4) consecutive months. The Employer will remit all such deductions for the month to the Financial Secretary of the Local Union once per calendar month, no later than ten working days after the end of the calendar month.

- a) It is expressly agreed and understood that the Union assumes full responsibility for the validity and legality of such employee assignments and such deductions as are made by the Employer, and hereby agrees to indemnify and save the Employer harmless by virtue of such deductions, discharges or payments to the Union.

Section 6:

- a) **Management Rights:** The Employer retains and shall continue to exercise any and all rights, authority, powers and privileges which it had prior to the execution of any collective bargaining agreement, except only as such rights, authority, powers and privileges are clearly, expressly and unequivocally relinquished by the

specific terms and provisions of this Agreement. Included within such rights, authority, powers and privileges, but without limiting the generality of the foregoing, are the rights to determine the size of the working force and the number of employees required, either temporarily or permanently, in any job or department; the exclusive right of the management of the business and the direction of its working force; the right to formulate and establish from time to time rules, regulations, policies and procedures applicable to employees covered by this Agreement; the right to reprimand, suspend, discharge or otherwise discipline employees for just cause; the right to determine the work to be done by any job and to add additional jobs; the right to oversee, monitor and measure work-related attendance, behavior and performance through all lawful means (including without limitation human supervision and any reasonable electronic monitoring or video surveillance in working areas for legitimate business purposes); the right to determine and alter the means and methods of performing the work, and to adopt new and/or different procedures, machinery and equipment; the right to hire, promote, train, and demote, transfer, lay off and recall employees to work; the right to establish hours of work and the number of hours and shifts to be worked; the right to establish policies and procedures related to substance abuse (including without limitation drug and alcohol testing to the extent permitted by governing law); the exclusive right to expand, move, reduce, alter, modify, change, combine, transfer, assign or cease any job, department, production line or operation of service; the right to determine job loads, production standards, schedules of production and the methods, processes and means of production; the right to contract with others to perform work not historically performed by bargaining-unit employees or work that is necessarily performed (in whole or in part) using machinery or equipment that is not available in the plant; the right of the Employer to be the sole judge, in its discretion, of the location of its business and personnel; and the right to operate the business in any manner that the Employer may deem to be most efficient and expedient. It is agreed that the enumeration of rights herein is not intended to exclude any other management rights not specifically set forth herein. None of the management rights referred to herein shall be limited except by an express provision of the Agreement and then only by specific language of the Agreement.

- b) **Work Rules:** Employees will observe written rules and regulations now in effect. Management may reasonably amend those rules and promulgate new, reasonable work rules and regulations. Consistent with Article 11, section 3, copies of new or amended rules or regulations shall be provided to the Union at least ten (10) days prior to implementation.

Section 7: Help From Supervisors. Supervisors shall not perform work usually performed by Employees, except in the following instances:

- a) during the period that a temporary replacement for an absent, tardy, or sick Employee is located;
- b) during the period a supervisor is instructing or demonstrating how to perform a job;

- c) for the purpose of providing physical relief for an employee;
- d) for the purpose of performing experimental or research work (including but not limited to the testing and initial operation of new equipment or new product runs on existing equipment);
- e) during a period of any emergency beyond the control of the Company; or,
- f) for any legitimate safety reason.

ARTICLE 2
HOURS OF WORK:

Section 1: All regular employees (except Sanitation Department employees) who are scheduled and report for work shall be given a thirty-five (35) hour guaranteed work week. The Employer agrees to reduce the work force by layoff before reducing the regular work week below thirty-five (35) hours per week. The work week for payroll purposes shall be considered Monday at 12:01 a.m. through the following Sunday at Midnight, unless Management designates in writing a different work-week payroll period for one or more employees.

- a) In an emergency situation, an employee who, in the absence of instructions to the contrary, reports for work when scheduled or when called into work shall be offered at least four (4) hours work (or four (4) hours pay in lieu thereof), provided that the employee performs any available work to which the employee is assigned. This offer of work may be reduced to two (2) hours in the event of a breakdown of machinery or other reasons beyond the Employer's control. If the employee has already worked eight or more hours that day, the four (4) hours shall be paid at the rate of one and one-half times the employee's regular scale of wages.
- b) Sanitation department assignments will be assigned by seniority according to shift with the most senior employee receiving the most hours. Sanitation Department employees are not provided a thirty-five (35) hour work week guarantee.

Section 2: All hours worked in excess of forty (40) hours in any one workweek, or in excess of eight (8) hours in any one day, or on the sixth (6th) consecutive work day, shall be considered overtime and shall be paid at the rate of one and one-half times the regular scale of wages; provided that overtime shall not be paid on the sixth consecutive work day if the employee voluntarily worked less than 40 hours during the work week. Paid Time Off ("PTO") shall be counted as "hours worked" for purposes of this section.

- a) All time worked in excess of eight (8) hours on Saturday, provided Saturday is the employee's sixth (6th) consecutive work day and the time worked is in excess of forty (40) hours for the workweek, shall be paid at two (2) times the regular scale of wages. All time worked on Sundays shall be paid at the rate of two (2) times the regular scale of wages, provided the time worked is in excess of forty (40) hours and Sunday is the employee's seventh (7th) consecutive work day.

Section 3: In the event that the Company, in its sole discretion, institutes a four (4) day work week for some or all employees, the regularly-scheduled workdays shall be consecutive and overtime rates for those employees shall apply after ten (10) hours on any work day. All other differentials as set forth in the contract shall apply.

Section 4: Regular and Alternative Workweeks: For employees who work a five-day workweek, the regular work week shall be Monday through Friday. However, the Employer may institute alternative workweeks for a certain number of persons in each job classification (on one or more shifts) of Tuesday through Saturday, and Sunday through Thursday.

The Employer also has the discretion to institute four-day workweeks for a certain number of persons in each job classification (on one or more shifts) of four consecutive calendar days, starting on Sunday, Monday or Tuesday.

If the Employer institutes any of the foregoing alternative workweeks, it shall provide a minimum of two weeks' notice to the employees; the most senior employees in each department who have the skill ability and qualifications to perform the work may elect within one week to work the alternative workweek; and, if not enough senior employees elect to do so, the Employer may designate the most junior employees within the department who have the skill, ability and qualifications to work the alternative workweek.

Section 5: If the Company assigns a production department employee to work overtime, the employee may, with the approval of the supervisor, find a qualified replacement to work the overtime hours. The approved replacement is required to complete all remaining required work. The replacement employee will receive the replaced employee's regular hourly rate and will not be entitled to any premium pay except overtime pay required by law. The Company may unilaterally discontinue this practice and, upon notice to the union, unilaterally delete this section 5 from the contract.

Section 6: Unbroken Rest Period: If the Employer requires an employee to return to work less than eleven (11) hours after the employee stopped working at the end of the employee's previous shift (including any mandatory extra time at the end of the employee's previous regular shift), the hours worked before reaching that eleven-hour threshold shall be paid at twice the employee's regular hourly rate. There shall be no pyramiding of this rate with any other premium rate.

ARTICLE 3 **LEAVES FROM WORK:**

Section 1: An employee requesting any leave of absence must submit a written request for the leave, on a form developed by the Employer, to the Employer's Human Resources Manager. Employees receiving leave-of-absence from their Employer shall retain their seniority rights and their former positions. The Company's decision to grant such a leave-of-absence must be in writing and shall not exceed ninety (90) days, unless otherwise required by law. After ninety (90) days, all rights shall cease unless extended in writing. Duplicate copies shall be made and both copies shall be signed by the Employer and the employee. One copy of the grant of leave shall be retained at the Company office and the other shall be mailed to the Union. Failure to comply with any part of this section shall result in loss of all seniority standing. The leave-of-absence shall not

be for the purpose of engaging in other employment. The Employer, however, agrees to give equal treatment to all employees in issuing of such leaves, and the Employer shall comply with the Family Medical Leave Act (FMLA) and other leave laws.

Section 2: An employee who is unable to work because of illness or injury or for some other legitimate reason (other than layoff) shall not lose the employee's job until such time as they have been off work for one (1) year, or a period of time equal to the employee's seniority, whichever is shorter. In the event of a work-related illness or injury has made the employee unable to work, the employee shall not lose his or her job until such time as they have been off work for eighteen (18) months or a period of time equal to their seniority, whichever is shorter. An employee who returns to work during said time period shall retain the employee's seniority rights and shall, if able, return to the employee's former job; provided that any such employee who otherwise would have been separated, laid off or otherwise adversely-affected during said time period will not avoid such adverse treatment because of the employee's temporary inability to work.

Section 3: Except for Sick and Safe Time Reasons, an employee who is unable to work on account of sickness, injury, or other cause shall notify Management not less than 1 hour prior to the employee's scheduled shift or as soon as possible. The second occurrence of one full work day's absence without notice to Management of legitimate excuse shall be deemed just cause for dismissal. Notification requirements for absences for Sick and Safe Time Reasons are covered under Article 8, Section 14.

ARTICLE 4 SENIORITY:

Section 1: Seniority is recognized only to the extent explicitly set forth in this Agreement. Each production, shipping/receiving and sanitation employee will have seniority standing in the plant and in the department in which that employee is working. Plant seniority will equal the employee's total length of service with the Company dating from their first date of employment. Department seniority shall be equal to the total length of permanent service within a department; provided, however, that when an employee has completed forty-five (45) days in a particular department, (except newly hired employees covered under Article 1, Section 2A, which is the ninety (90) day probationary period) an employee's department seniority will equal the employee's total length of service with the Company.

- a) Department seniority shall be the total length of permanent service within any of the following departments:
 - 1 - Kitchen
 - 2 - Starch-Enrobing
 - 3 - Shipping/Receiving
 - 4 - Sanitation
 - 5 - Assembly

Section 2: Each maintenance employee will have seniority standing in the maintenance department. Maintenance department seniority will equal the employee's total length of service in the maintenance department.

Section 3: Whenever a vacancy in a classification occurs or new classification is established, the Company shall post a notice of such vacancy for a period of two (2) regular business days. The notice of vacancy shall include a general description of the current duties of the job, and will be posted in a conspicuous location. An employee who is interested in the position must bid on the job by signing the posting during the posting period. When two (2) or more postings for the same job are displayed, the employee's bid must indicate the employee's preference. When filling vacancies, the most senior qualified employee signing such notice shall be given a trial period to qualify up to a maximum of forty-five (45) days. The Company shall post a notice stating which employee received the job bid, and said employee shall be moved into the job within forty-five (45) days. If the job bid is to a job with a higher rate of pay and said employee is not moved within the forty-five (45) day period, said employee shall start receiving the higher rate of pay beginning on the forty-sixth (46th) day. An employee disqualified from a position may, after a one-year period beginning on the date the employee is disqualified from the position, attempt to re-qualify for the position, and the employee shall be limited to a maximum of two (2) opportunities to qualify for the position. The employee may also disqualify himself or herself within the first five working days on the new job, and return to the employee's former position without a loss of seniority. The disqualification must be in writing and submitted to the Plant Manager within that five working day period. An employee who disqualifies himself or herself may, after a one (1) year period, beginning on the date of disqualification, attempt to re-qualify for the position (assuming it is vacant and awarded to the employee through a new posting and bid process).

- a) An employee shall have the right to bid on a job vacancy in a lower classification, on a different shift, or in a job classification with the same rate of pay, provided no employee may bid down, bid for a different shift, or bid for a lateral job if the employee has changed jobs as a result of any such bid during the prior six (6) month period.

The Company will post back-up positions, will post back-up positions based on business needs, which will be awarded by seniority and qualifications.

Section 4: Production, Shipping/Receiving and Sanitation Departments: The need for continuous, smooth flow of production in the production, shipping/receiving and sanitation departments makes it necessary for the Company to utilize the following procedure of making daily work assignments and temporary transfers of employees from their regular duties or assignments when it deems necessary. Supervisors making these changes will utilize and assign the least senior employee qualified to perform the work on these temporary changes with fair and equitable judgment.

Section 5: Maintenance Department: The Employer shall retain the right to make temporary assignments in the maintenance department, not to exceed ninety (90) days, for the purpose of filling temporary vacancies, without regard to seniority. The least senior employee will be initially assigned to such temporary vacancies. Should it become necessary to transfer an employee because of lack of work on the employee's regular job, the Employer shall have the right to assign

such employee to other work within the maintenance department; however, such transfer shall not jeopardize such employee's former job standing. An employee receiving a temporary assignment to another classification, not to exceed thirty (30) days, shall suffer no reduction in pay.

Section 6: The Company has the right to assign daily overtime to those working the job on a daily basis. If additional employees are necessary, if practicable, the work will first be offered to the senior qualified employee. If an insufficient number of qualified employees volunteer, the Company shall assign the least senior qualified to perform the work.

- a) Weekend overtime in the production department will be assigned by seniority to employees who are qualified and choose to do the work. Senior employees qualified to perform the necessary duties who have signed the overtime sheet will fill those jobs on weekend overtime. An overtime sign-up sheet will be posted for two (2) working days for employees interested in working weekend overtime hours. If not enough people sign up to work, the Company will assign the least senior qualified employees on the shift to do the work.

Section 7: Scheduled weekend overtime for maintenance department employees shall be offered as equally as possible.

- a) The Employer agrees to post a list notifying maintenance department employees of the rotational schedule for planned weekend overtime assignments. The Employer also agrees to provide all employees notice of planned weekend overtime generally no later than forty-eight (48) hours in advance of the planned overtime shift or twenty-four (24) hours in advance of the cancellation of planned overtime shifts. Emergency overtime may be scheduled without notice.
 - (1) Failure to provide notice of any cancellation of scheduled overtime for maintenance department employees shall guarantee a minimum of four (4) hours employment or four (4) hours of pay at the employee's regular scale of wage, in accordance with the provisions of Article 2.

Section 8: Production, shipping/receiving and sanitation employees: In the event of temporary layoff not to exceed two weeks, production, shipping/receiving and sanitation employees performing said job, by department, shall be laid off first. An employee may, to obtain continuity of employment, exercise department seniority to displace the most junior employee in the department plant wide, provided the more senior employee has the qualifications, experience, skills, and ability to perform the job. Employees may request a voluntary layoff of two weeks only. An employee affected by a temporary layoff not to exceed two weeks shall be provided holiday payment, should one fall during the layoff, provided the employee meets the criteria of the holiday provisions. Senior employees who ask shall be given preference of working or of taking temporary layoff, provided there remain employees in each job classification who have the qualifications, experience, skills, and ability to perform the job. As an exception to the above, in the event a line goes down more than four (4) hours into a shift, the entire line shall be relieved from duty for the balance of the shift with no bumping rights. In the event a line goes down within four (4) hours or less of start time, then the above language applies. In the event it is anticipated

that the downtime will exceed one (1) day, the above provisions shall be used to address any layoffs.

- a) Production, shipping/receiving and sanitation employees will be given a three (3) day notice of an indefinite layoff. In the event of a lay-off, the Company shall retain the employees who, based seniority, qualifications, experience, skills and ability, are best suited for the remaining positions. Recall from layoff, or shutdown will be done on the same basis.
- b) When recalling an employee, the Company shall notify the subject employee by telephone when a position is available. Those employees who cannot be reached by telephone will be sent certified mail to notify them of the available position. The laid off employee will have five (5) days to notify the Company for position assignment. The Company, if notified within the five (5) day period, will reinstate the employee the following scheduled workweek; however, an employee's failure to report when directed or failure to keep the Company advised as to the employee's correct address and telephone number shall be considered as a voluntary forfeiture of the employee's right to re-employment. A copy of the letter of notification shall be sent to the Union.
- c) In the event a production, shipping/receiving or sanitation employee's job is eliminated or shift is changed, such employee shall have the right to exercise plant seniority to displace a less-senior employee, provided the employee possesses the qualifications, experience, skills, and ability to perform the work. The employee will be given a five (5) day trial on the job.

Section 9: Maintenance Department: In the case of seasonal layoff, maintenance employees junior in service in each classification shall be laid off first and, in the event of re-employment, employees senior in service shall be re-employed first. An employee may, to obtain continuity of employment, exercise seniority to displace the most junior employee; provided, however, that the senior employee is qualified to perform the work of the junior employee. Employees shall be given a fair trial of at least five (5) days on any one job. Any changes made because of seasonal or temporary layoffs shall be considered temporary and shall not change the seniority status of any employee.

- a) In the event a maintenance employee's job is eliminated, or shift or work week is changed, such employee shall have the right to exercise plant seniority to displace a less senior employee provided the employee possesses the qualifications and ability to perform the work.

Section 10: New Lines: In the event the Employer acquires or creates a new product line, as the direct or indirect result of an acquisition or any capital investment, the employer may use temporary, contract workers (who are not covered by this Agreement) for up to five months to staff the new product line. At the end of five months, the positions will then be subject to the bidding process and bargaining-unit members will fill these positions. Temporary, contract workers covered by this section may be employed by the Employer or an independent contractor.

Section 11: Production, shipping/receiving and sanitation employees in a layoff must be recalled by seniority for temporary work provided they are qualified and capable for the available work. Provided that no regular employees are on layoff, the Employer may:

- a) contract for temporary labor through a temporary agency for the purpose of meeting unexpected production demands, meeting seasonal or cyclical demands, and performing bargaining-unit work that does not require any extensive training or experience;
- b) directly hire seasonal or temporary employees to meet seasonal or cyclical demand for the Company's products, provided that:
 - (i) a seasonal or temporary employee may not be hired for the purpose of not hiring a regular full-time employee, unless it reasonably appears to the Employer that there is a possibility that it would have to lay off the regular full-time employee within the next six months;
 - (ii) no seasonal or temporary employee may be employed for more than five consecutive months without being placed on the seniority list;
 - (iii) seasonal or temporary employees will not be offered overtime unless the work has first been offered to qualified, regular full-time employees;
 - (iv) seasonal or temporary employees shall not otherwise accrue seniority and shall not be entitled to any fringe benefits, except as may otherwise be required by law;
 - (v) seasonal or temporary employees shall be paid not less than seventy percent (70%) of the lowest wage rate in the bargaining-unit; and
 - (vi) seasonal or temporary employees may be terminated without recourse to the grievance/arbitration procedures in this Agreement.

Section 12: Temporary maintenance employees may also be employed for other purposes for a period of thirty (30) days or less and shall not be placed on the seniority list until they have worked a total of more than thirty (30) days. Temporary maintenance employees may also be employed longer than thirty (30) days for the purpose of installing new lines, or where reasonably necessary to meet special needs in relation to co-packs, orders by contract packers, or for other legitimate business reasons.

Section 13: Seniority shall be lost due to the following reasons:

- a) termination of employment with the Company;
- b) absence due to layoff for six (6) months or length of seniority, whichever is less;
- c) failure to comply with the terms of a leave of absence;

d) failure to return after re-call in accordance with the recall provisions of this Article.

Section 14: A lottery system will be used to determine the seniority of employees having the same date of employment. A union steward and the Human Resources Manager or the Plant Manager will participate in the lottery. Each employee's name having the same date of employment will then be placed on the seniority list in the numerical order arrived at through the lottery.

ARTICLE 5
MISCELLANEOUS:

Section 1: Employer who demands that employees take physical examination must stand the expense of such examination.

Section 2: No employee shall be held financially responsible for breakage, material damage or products damaged unless willfully done.

Section 3: A proper place for changing clothes must be provided by the Employer, containing wash bowl, toilet, towels, and soap and, where possible lockers should be provided.

Section 4: All employees shall be paid in full at least once each week. The Employer shall not be allowed to deduct anything, except deductions allowed by law, from paychecks without the written consent of the employee.

ARTICLE 6
WAGES:

Classifications and Wage Rates
Production, Shipping/Receiving, Sanitation

Section 1: The minimum base salary rates for employees shall be as follows:

Position	11/21/22	11/23/23	11/18/24
Wrapper, Packer, Feeder	19.79	20.19	20.59
General Heavy Duty Labor	20.52	20.93	21.35
Sanitor	20.52	20.93	21.35
Wrapping Machine Supplier	20.94	21.35	21.78
Wrapping Machine Operator	21.38	21.81	22.24
Candy Maker	21.58	22.01	22.45
Mogul Operator	21.58	22.01	22.45
Shipping/Receiving Clerk	21.58	22.01	22.45
SNR Machine Operator	21.58	22.01	22.45
Enrobing Machine Operator	22.00	22.43	22.88
Oiler	26.86	27.40	27.95
Maintenance Mechanic	30.01	30.61	31.22
Electro-Mechanical Technician	34.32	35.01	35.71

Boiler Operator	34.51	35.20	35.91
Center Feeder	21.44	21.87	22.31
Mogul Loader Operator	20.77	21.18	21.60

Section 2: Employees serving as lead workers shall receive a minimum wage rate of at least \$2.00/hr over the highest minimum wage table rate of any employee under their direct supervision

Section 3: Qualifications for positions shall be determined as follows:

- 1) Position will be posted; and
- 2) The Company will select a candidate based on:
 - a) Seniority
 - b) Qualifications
 - c) Ability.

If (b) and (c) are relatively equal in the opinion of the Company, (a) shall prevail.

Section 4: Any employee working on a shift other than first shift shall receive two dollars (\$2.00) per hour in addition to the employee's classification minimum wage table rate.

- a) An employee working a staggered shift shall qualify for the shift differential pay for whatever hours they are employed on that particular shift (s).

Section 5: All production, shipping/receiving and sanitation employees shall receive the rate of pay specified above for the classification in which they are working; provided that (1) nothing in this Agreement shall restrict the right of the Employer to unilaterally compensate any individual employee more than what is required by this Agreement ("Enhanced Compensation"), and (2) the Employer may unilaterally discontinue any such Enhanced Compensation. Enhanced Compensation may be provided in wages, benefits, bonuses, signing bonuses, tuition reimbursement, or any other form, at the sole discretion of the Employer.

Section 6: The classifications of Leadperson in the production, shipping/receiving, maintenance and sanitation departments shall be a non-bid job, although an employee must have at least four (4) months seniority with the Company. The seniority of a Leadperson shall be no greater by that position than any other Union employee.

Section 7: If the Company should establish any new job classification during the life of this Agreement, the rate of pay shall be negotiated between the two (2) parties. The new job classification will be posted, and, when the job is first established, no existing employee will be required to fill any such position if doing so would require the employee to take a cut in pay. If no employee bids on a job created under the new job classification, the Employer is free to hire a new employee to fill the position, provided that no existing employee will be laid off as a direct result thereof. In the event the parties cannot agree on the rate of pay for the new job classification,

the matter shall be submitted to the grievance procedure; provided that no arbitrator shall have jurisdiction to hear or decide any dispute that involves interest arbitration.

Section 8: Effective on December 1st of each year of the contract, employees hired before December 5, 2012 shall receive additional hourly pay as set forth in this Section. Employees with one (1) year to four (4) years of consecutive service shall be paid an extra seven cents (\$.07) per hour worked above this Article's hourly wage scale as a retention bonus. Employees with five (5) to nine (9) years of consecutive service shall be paid an extra twelve cents (\$.12) per hour worked above this Article's hourly wage scale as a retention bonus. Employees with ten (10) or more years of consecutive service shall be paid an extra seventeen cents (\$.17) per hour worked above this Article's hourly wage scale as a retention bonus. Payment of the retention bonus shall be made the first pay period following December 1st. Employees hired on or after December 5, 2012 shall not receive the additional pay set forth in this Section.

Section 9: There shall be no pyramiding of overtime, shift, holiday, or any other premium pay.

ARTICLE 7 **HOLIDAYS:**

Section 1: Holidays with eight (8) hours pay under this Agreement shall be New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday following, December 24th and Christmas Day and December 31st. If any holiday falls on a Saturday or Sunday, the holiday will be observed on a regularly scheduled workday adjoining the holiday's weekend. If an employee was scheduled for 10-hour shifts in the week which a holiday falls, or, in the case of a holiday falling on a Saturday or Sunday, in the week where the holiday is observed, that employee shall receive ten (10) hours of holiday pay for that holiday instead of eight (8) hours of holiday pay. The Employer shall designate the date on which a holiday will be observed at least thirty (30) days prior to the designated date.

Section 2: An employee covered by the Agreement who has been in the service of the Employer for ninety (90) days or more and who has worked the full, regularly-scheduled work day preceding the holiday and the full, regularly-scheduled work day immediately following the holiday shall receive eight (8) hours pay for such holiday even though the employee performs no work on said holiday. An employee who uses any PTO on the regularly-scheduled day before or after the holiday will not receive pay for that holiday unless (a) the employee requested and was granted that PTO leave not less than 24 hours in advance, or (b) the Company, in its sole discretion, excuses the absence (due to sickness, injury or other legitimate reason).

An employee who is eligible and qualified for holiday pay as provided above and who is required to work on the holiday shall be paid at the employee's regular hourly rate for all hours worked on said holiday, in addition to the holiday pay.

ARTICLE 8 **PTO:**

Section 1: Employees are eligible for Paid Time Off ("PTO") in accordance with this Article.

Section 2: Accrual of Paid Time Off ("PTO"):

- a) An employee's PTO year starts on their original hire date and goes through the anniversary of their hire date.
- b) Eligible employees may accrue PTO at the following rate(s) per 30 hours worked, subject to the listed annual and total max accrual balances, based upon an employee's years of service as follows:

Years of Service	PTO Hours earned per 30 hours worked	Annual Max	Max Balance
Less than 1	1	48	48
More than 1, less than 6	1.6	80	160
More than 6, less than 12	2.4	120	200
More than 12, less than 21	3.2	160	240
More than 21	4	200	280

- c) Once an employee has accrued PTO to equal the max balance threshold the Employee shall cease accruing future PTO until they drop below the max balance threshold amount, at which point they will begin to accrue PTO again, provided that the employee has not otherwise met the annual accrual maximum.
- d) Newly hired and eligible employees shall begin to accrue PTO immediately upon hire, however, eligible employees may not begin to use PTO for any purpose, until after ninety (90) calendar days following the commencement of their employment.

Section 3: Accrued PTO may be used for any purpose, including vacations or Paid Sick and Safe Time (PST) as defined below, subject to the following limitations:

- a) Employees can use up to 80 hours of accrued PTO for PST reasons in a rolling calendar year.
- b) Eligible employees using accrued PTO for PST reasons (see Section 4) will be paid at the same hourly rate of pay with the same benefits that would have been earned had they been present at work, including payment for shift differentials, but excluding premium payments for overtime work or work on Saturdays, Sundays, holidays, or scheduled days off. Employees will not be compensated for hours they were not scheduled to work, and do not need to use PTO for PST reasons for hours where they were not scheduled.
- c) An absence for PST reasons is considered an excused absence under the Company's attendance policy, shall not result in the accrual of attendance points, and shall not lead to discipline under the CBA or otherwise.
- d) Employees using PTO for non-PST reasons must use enough PTO hours to cover the entire length of the shift which they are missing. In the event that the Employer changes the number of hours an employee would have been scheduled to work after an employee has otherwise been approved to take PTO, the employee will only be

required to use the amount of PTO hours as initially approved in order to cover the previously requested and approved PTO period.

Section 4: Covered Paid Sick and Safe Time (PST) reasons include time off for any of the following reasons:

- a) For an employee's, or an employee's family member's, mental or physical illness, injury, or health condition, or when an employee or his or her family member needs to obtain diagnosis, care or treatment of a mental or physical illness, injury or health condition, or preventive medical or health care;
- b) For an absence due to domestic abuse, sexual assault, or stalking of the employee or the employee's family member, provided the absence is to seek medical attention, obtain services from a victim services organization, obtain psychological or other counseling, seek relocation, or take legal action;
- c) When an employee's place of business is closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material or other public emergency;
- d) To care for an employee's family member whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material or other public emergency; or
- e) To care for an employee's family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected closure.
- f) For purposes of PST, "family member" means the employee's child, step-child, adopted child, foster child, adult child, spouse, sibling, parent, step-parent, mother-in-law, father-in-law, grandchild, grandparent, registered domestic partners as defined by Saint Paul Code of Ordinances Section 186.20, and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 5: Scheduling PTO for Vacation Purposes:

- a) If an employee wishes to use available PTO for non-PST related reasons, the employee must request permission at least 24 hours in advance. The Company shall notify employee within a reasonable period of time if such request for time off has been granted or denied.
- b) If an employee wishes to use available PTO for any unforeseeable reason with less than 24 hours advance notice:
 - 1 - The employee must (if at all possible) notify the employee's supervisor prior to the incident and advise the supervisor of the reason for, and expected duration of, the employee's absence

2 - The “use” of PTO without first receiving approval by the Company does not “excuse” the employee’s failure to work when scheduled, the time away from work may be counted under the Company’s attendance policies, as amended from time to time.

3 - The Company reserves the right to charge the employee’s PTO for time scheduled but not worked unless prohibited by other policies or laws.

- c) Employees may request PTO for vacation during a sign-up period which begins on March 1 and runs through March 31 each year. Employees who fail to sign up during this period will be granted PTO for vacation on a first come, first-serve basis.
- d) If an employee signs up during the sign-up period, the Employer will grant or deny the requested PTO for vacation during a confirmation period which begins on April 1 and runs through April 30 each year. Preference shall be given to more senior employees, provided that the Employer is satisfied that it has employees with the skill, ability and experience necessary to operate consistent with production requirements. No such vacation request shall be unreasonably withheld. If an employee transfers to another shift, line or department, that employee will retain his or her confirmed PTO, provided that he or she has seniority within his or her department and classification. During the vacation sign-up period, the schedule shall provide that, during any one (1) week at least one (1) employee from each shift from each department shall be allowed off.
- e) Payment for approved PTO taken for vacation shall be compensated at an employee’s regular rate of pay, including payment for shift differentials and premium payments for overtime work or work on Saturdays, Sundays, holidays, or scheduled days off.
- f) Payment for PTO not approved in advance and taken for non-PST related reasons shall be compensated at an employee’s regular rate of pay, excluding payment for shift differential and excluding premium payments for overtime work or work on Saturdays, Sundays, holidays, or scheduled days off and shall not count towards an employee’s entitlement to overtime in any given workweek.
- g) All employees are scheduled to work the Saturday before their PTO for vacation, provided that Saturday is a scheduled workday. Priority to decline Saturday work will be given to employees with scheduled PTO for vacation, provided that qualified volunteers are available.

Section 6: Requesting Paid Sick and Safe Time:

- a) Employees who use PTO for PST reasons are required to provide their supervisor with as much notice as possible under the circumstances.
- b) Employees will not be required to find an employee replacement to cover their work when they take PTO for PST Reasons.

- c) When employees use PTO for PST Reasons who are away from work for more than three (3) consecutive workdays, or if there is a pattern of paid sick and safe time abuse, employees may be required to provide certification from their health care provider or other documentation to verify the need for paid sick or safe time. Failure to provide such notice or certification required under this Agreement may result in the denial of a PTO, as permitted by applicable law.

Section 7: The Employer may provide other forms of leave for employees by virtue of applicable law and the CBA. Unless otherwise required under applicable law, any leave taken under this Agreement, including the use of PTO, shall run concurrently with any leave available under such laws, including, but not limited to FMLA, provided the eligibility requirements are met.

Section 8: All regular employees voluntarily leaving the service of the Employer that provide written notification of at least two (2) weeks are entitled to payment of accrued PTO. Justifiable discharge is exempt from any accrued PTO entitlement payout. In no other cases will an Employee be entitled to a payment of accrued PTO upon termination of employment. If an employee is rehired by the Employer within 90 days of separation from employment (“rehired employee”), any previously accrued but unused PTO which was not paid out to the employee upon termination will be immediately reinstated (up to a maximum of 80 hours). Rehired employees will be allowed immediate use of this time and to accrue additional PTO upon rehiring, consistent with the use and accrual limitations of this policy.

Section 9: The Employer will not interfere with or discriminate against employees who request or use accrued PTO for PST Reasons, inform another person about rights under a mandatory paid sick or safe time law, or who makes a complaint or asserts a right or claim under a mandatory paid sick or safe time law.

It is intended that this Article is in full compliance with the St. Paul Sick and Safe Time Ordinance (“Ordinance”). In the event the Ordinance is amended in a way that requires changes to this Article, or it is otherwise determined that these provisions are not in compliance with the Ordinance, the Employer shall have the discretion to make such amendments as necessary to ensure compliance with the Ordinance.

ARTICLE 9 **BREAK PERIODS:**

Section 1: Two (2) rest periods of fifteen (15) minutes shall be granted to each employee during any eight (8) hour work day and shall be considered as time worked. An additional fifteen (15) minute rest period shall be granted to all employees who work in excess of ten (10) hours in any one day.

Section 2: Rest periods are granted for rest, to use the restrooms, and to ready oneself to resume work. If an employee does not take the employee’s break, the employee may not leave the plant before the end of the employee’s shift, absent direction by the employee’s supervisor.

Section 3: Employees may be required to leave the production floor during break periods. The cafeteria, restrooms and seasonal patio are available for use during breaks. No employee may leave the facility during the employee's shift unless approved by the employee's supervisor.

ARTICLE 10
DISCRIMINATION:

Neither the Employer, the Union, nor any employee may unlawfully discriminate against any employee because of race, color, creed, religion, age, sex, sexual preference, national origin, veteran status, disability, or any other unlawful basis.

ARTICLE 11
DISCIPLINE AND DISCHARGE:

Section 1: No employee shall be discharged without just cause; however, in the event an employee is discharged, the reason shall be given to the employee in writing within five (5) days from the date of said discharge.

Section 2: The employer will generally follow progressive discipline. However, each employee shall be treated as an individual, and whether and to what extent an individual is disciplined will depend on all of the facts and circumstances unique to that individual, including without limitation, the employee's attendance, performance and disciplinary history, the employee's unique contributions to the organization, the employee's length of service, and the facts giving rise to the disciplinary occurrence. Progressive discipline shall never be required in any case involving theft, dishonesty, use or possession of illegal drugs or alcohol, violence in the workplace, intentional insubordination, sexual, racial, or other unlawful harassment, falsification of Company documents, or any serious violation of a Company work rule or OSHA safety standard.

The Employer will generally exercise reasonable consistency in the application of its disciplinary practices. However, the parties recognize and agree that the Employer should not be penalized for leniency. Therefore, if the Employer decides in one instance to use progressive discipline instead of immediate discharge to discipline an employee, that decision (1) does not preclude the Employer from subsequently discharging another employee whose circumstances are different for engaging in the same or similar conduct; and (2) may not be offered or admitted into evidence in any arbitration respecting any such subsequent instance.

Section 3: Copies of regulations, rules, policies or procedures affecting employees covered by this Agreement shall be provided to the Union. In cases of any new rules, or changes to rules, copies shall be provided to the Union at least ten (10) days prior to implementation.

ARTICLE 12
UNION VISITATION:

A duly-authorized representative of the Union shall have the right to visit the plant for the purpose of investigation of grievances or checking working conditions. (A second union representative may join in the visit where reasonably necessary and the necessity has been explained to the Employer prior to the visit.) This right shall only be exercised at reasonable and mutually

convenient times and shall not interfere with production. The Union representative, before entering the plant, must first report to the Vice President of Operations, or the Human Resource Manager. The Vice President of Operations, or the Human Resource Manager, or his or her designated representative, may accompany the Union representative through the plant as per arrangements made by management.

ARTICLE 13
GRIEVANCE AND ARBITRATION:

Section 1: The term “grievance” as used herein means a dispute between the Employer and an employee covered by this agreement, or by the Union on such employee’s behalf, as to the violation or misapplication of one or more of the express provisions of this Agreement. No grievance shall be filed for or on behalf of any probationary employee.

Section 2: The aggrieved employee shall be represented by the Steward within the employee’s department at a grievance hearing, if so requested by the Employer or employee. At no time shall a Steward abandon his or her job to handle a grievance hearing without permission from the appropriate supervisor or lead person. Such permission shall not be unreasonably withheld, provided that the Employer may require that grievance hearings take place during non-working time.

Section 3: A decision by the Employer on a grievance at any “Step” shall be final and shall not be subject to arbitration if not appealed by the grievant within the time period for appealing denial of the grievance at that Step. Discharge grievances shall be initially commenced at Step 3 and must be presented by the grievant within five (5) working days after discharge or the grievance will not be considered and the matter shall not be subject to arbitration. If any other grievance arises, it shall be processed beginning at Step 1, as follows:

Step 1: The aggrieved employee shall present the employee’s grievance to the employee’s Immediate Supervisor or the Plant Manager if the Immediate Supervisor is unavailable. Grievances must be presented within five (5) working days after the date on which the grievance occurred, or the grievance will not be considered and shall not be subject to arbitration. If the grievance is denied at Step 1, the grievance may proceed to Step 2 if appealed by the grievant within three (3) working days.

Step 2: The aggrieved employee shall reduce the grievance appeal to writing and submit it to the Plant Manager or a representative of Human Resources. The written grievance appeal must state the factual basis for the grievance, the date, time and place of the occurrence being grieved, the specific provisions of the Agreement (by Article and Section number) that were allegedly violated, and the identity of any witnesses to the occurrence. If the grievance appeal is denied at Step 2, the grievance may proceed to Step 3 if appealed by the grievant within three (3) working days.

Step 3: Discharge grievances, which must be initially commenced at this Step within five working days of the discharge, must be in writing to the Vice President of Operations, or a representative of Human Resources if the Vice President of Operations is not available, and must contain the information required of written grievance appeals at Step 2. One or

more representatives of the Employer and the union's business representative shall promptly meet and attempt to resolve the grievance. If the Union's business representative is not available to meet within 15 working days, the Employer may deny the grievance without a meeting by providing written notice to the Union. The Employer may deny any non-discharge grievance brought at this Step if the Union or the aggrieved employee fails to follow the process laid out above with respect to Step 1 and Step 2. If the grievance is denied, the Union may appeal the grievance to arbitration (Step 4) within ten (10) working days.

Section 4: If the grievance is appealed to arbitration as above, the parties shall attempt to reach an agreement on an arbitrator. If no agreement can be reached, either party may submit a request to the Federal Mediation and Conciliation Service for a list of seven (7) persons qualified to act as an arbitrator. Qualified arbitrators must be members of the National Academy of Arbitrators. Each party shall have the right to request one (1) additional list if the first list is not acceptable. Within ten (10) days of the receipt of the list, the Company 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 to determine who strikes first.

- a) The scope and authority of the arbitrator shall be limited to a decision of the grievance presented to him as provided in the Agreement and he shall have no jurisdiction or authority to add to, subtract from, modify, alter or amend any of the provision of this Agreement. The decision of the arbitrator shall be in accordance with and limited to the specific terms of this Agreement and shall be final and binding on the parties and on the individual members subject to this Agreement

Section 5: Any compensation for the arbitrator shall be borne equally by the Union and the Employer. If the Company chooses to use a court reporter and the Union requests a copy of that report, the Union will split the cost of the court reporter with the Company.

Section 6: If, at any step in the grievance procedure, the Employer has not responded within five working days, the grievance shall automatically be deemed denied and the Union may proceed the grievance to the next step in the grievance process; provided that the parties may mutually agree to extend the time period for appealing or denying a grievance by signing a written agreement extending the time to a specific date.

ARTICLE 14 **NO STRIKE/NO LOCKOUT:**

Section 1: During the term of this Agreement, the Union agrees, on behalf of itself and each of its members, that there shall be no strike of any kind and there shall be no picketing, work stoppage, slow-down or any other type of concerted interference with the Employers' business.

- a) The Employer agrees that it shall not institute any lockout against the employees during the life of this Agreement except as provided for in ARTICLE 15, Section 2.

Section 2: In the event a violation of Section 1 involving a strike that was not authorized by the Union, the Union shall immediately inform the Employer, in writing, that the strike is not

authorized. In such an event, the Employer agrees that there shall not be liability on the part of the Local Union or any of its officers or agents provided that the Union meets the following conditions:

- a) the Union shall immediately declare publicly that such action is unauthorized by the Union, if requested to do so by the Employer; and
- b) the Union shall immediately order its members to return to work, notwithstanding the existence of a picket line; and
- c) the Union may not question the unqualified right of the Employer to discipline or discharge employees engaging in, participating in, or encouraging any such unauthorized action. It is understood that such discipline or discharge shall be final and binding upon the Union and its members and shall in no case be construed as a violation by the Employer of any provisions of this Agreement. However, an issue of fact as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation may be subject to arbitration as provided in ARTICLE 13, hereof. In such an event, the arbitrator shall only have jurisdiction to decide whether the employee engaged in, participated in, or encouraged such a violation. If answered in the affirmative, the arbitrator shall not have jurisdiction to modify discipline meted out by the Employer.

ARTICLE 15
PICKET LINE RECOGNITION:

Section 1: It shall not be considered a violation of this Agreement for an employee to refuse to cross a legal picket line of a different, striking union, nor shall any employee be disciplined or discharged for refusal to cross a legal picket line of a different striking union, provided in either event that (1) such picketing has the approval of Local 22 and the International Bakery, Confectionery & Tobacco Worker and Grain Millers Union; and (2) the Union has complied with the first sentence of Section 2, below.

Section 2: The Union shall give forty-eight (48) hours' notice in writing to the Employer of its intention to sanction or approve the picket line. It is further agreed that the Employer reserves the right to close the place of business if such a picket line is established and it shall not be considered a violation of the Agreement. The Employer agrees to give the Union forty-eight (48) hours notice in writing of their intention to close the place of business for this reason.

Section 3: Nothing in this Article is intended to restrict or diminish the Employer's rights under federal labor law to take lawful action in response to sympathy strikes.

ARTICLE 16
BEREAVEMENT LEAVE:

Upon the death of a member of an employee's immediate family, the employee shall be given three (3) days off without loss of pay (pay received shall be for the scheduled hours of work only) to attend the funeral. Such allowances shall be made for regularly scheduled hours of work only. The "immediate family" means the employee's spouse, parents, children, brother or sister, mother-

in-law, father-in-law, grandparents, spouse's grandparents, grandchildren, stepfather, stepmother, and stepchildren.

The day of the funeral only shall be granted for an employee's niece, nephew, sister-in-law, or brother-in-law.

ARTICLE 17
HEALTH AND WELFARE:

Section 1: The Employer agrees to provide employee life insurance medical/dental/weekly disability insurance benefit for the life of this Agreement. The Employer also agrees to provide dependent medical/dental benefits. The Employer may amend its medical plan or substitute an insured plan, provided only that it maintains for employees benefits and coverage that are substantially equivalent to the benefits and coverage currently provided.

Employees electing "employee only" or dependent benefits are required to make monthly contribution for such coverage. The amounts of the contributions are as follows:

Employee Monthly Contribution	1/1/22	1/1/23	1/1/24	1/1/25
Single	\$ 200.50	\$ 208.52	\$ 221.03	\$ 238.71
Family	\$ 532.73	\$ 554.04	\$ 587.28	\$ 634.26
***Spouse	\$ 779.31	\$ 810.48	\$ 859.11	\$ 927.84

Plan with deductible (\$1,500/\$3,000)

Employee Monthly Contribution	1/1/22	1/1/23	1/1/24	1/1/25
Single	\$ 172.33	\$ 179.22	\$ 189.98	\$ 205.17
Family	\$ 464.76	\$ 483.35	\$ 512.35	\$ 553.34
***Spouse	\$ 753.91	\$ 784.07	\$ 831.11	\$ 897.60

***Spouse coverage – plan requires spouse with group coverage option through the spouse's employer to enroll in primary coverage with that plan. If a spouse has coverage available and chooses not to opt out of the Pearson plan, an additional monthly premium will apply.

The insurance provided shall not suffer a reduction in benefits for the life of this Agreement. The continuation of the preferred provider organization option shall be at the discretion of the Employer.

Section 2: The Employer agrees to carry retired employees under the medical/dental program for a six (6) month period. If coverage is elected the retiree is required to make contributions at the same rates as active employees.

- a) The Employer agrees to carry laid off employee under the medical/dental program for sixteen (16) days. Excluded employees would be employees who quit, are discharged or on leave-of-absence. Laid off employees are required to contribute for coverage, if elected, at the same rate as active employees.

Section 3: Contingencies Related to the ACA and Other Legal Requirements: In the event that any healthcare coverage option offered by the Employer pursuant to this Agreement becomes insufficient or deficient pursuant to any new federal, state or local health care legislation or regulation, the Company may: (1) remedy any insufficiency or deficiency, provided that the increased costs of the remedial action, if any, shall be paid seventy percent (70%) by the Company and thirty percent (30%) by the employees; (2) cease non-complying coverage options; or (3) elect to pay any legislated or regulatory penalties in lieu of remedying the insufficiency or deficiency.

ARTICLE 18 RETIREMENT:

The Employer agrees to maintain during the remaining term of this agreement a 401(k) plan with the following features:

- a) **Eligible Employees:** All regular, full-time employees are eligible to participate upon completion of their probationary period and having worked 1,000 hours in a plan year. Eligibility standards are otherwise established by the plan, which is incorporated herein by reference.

Employee Contributions: Voluntary by each eligible employee up to the IRS-established annual limits.

Employer Contributions: \$1.10 per hour for each eligible Employee for each hour paid (including hours paid for PTO, holidays and vacation hours) to that Employee up to a maximum of forty (40) hours per week. These Employer contributions will be deposited in the employee's account as soon as administratively feasible after each calendar quarter.

Employer Match: If an eligible employee elects to have a portion of the employee's wages withheld and contributed to the employee's 401(k) account, the Employer will match twenty-five percent (25%) of the employee's contribution, provided that this match shall apply only to the first \$1,000 that the employee contributes in any plan year to the employee's account.

Vesting: All eligible employees will be fully (100%) vested in all employee contributions. Employer contributions (including any matching contributions) for eligible employees shall vest over a five-year period, provided that any regular, full-time employee who was on the payroll as of December 5, 2012 will be fully vested in all employer contributions.

Investments: Participants may direct the investment of their 401(k) and employer contribution accounts in three or more investment funds.

Administration: Subject only to the features noted above and the constraints and limitations of E.R.I.S.A. and the tax code, the Employer has exclusive authority and discretion over the design and operation of the plan. This includes, but is not limited to, selecting and changing

administrative vendors, investment funds, investment vendors and trustees, processing claims for benefits, adopting and amending plan documents from time to time to comply with legal and tax requirements or in any other way deemed necessary or advisable.

ARTICLE 18A
EMERGENCIES:

It is agreed between the parties that in the event an emergency arises that is outside the control of the Company and that necessitates the curtailing of production, the Company and Union will meet to discuss the provisions of the contract with reference to weekly guarantees and layoffs; provided that nothing in this Article restricts the right of the employer to shut down or curtail some or all of its operations for any period of time.

ARTICLE 19
JURY SERVICE:

The Employer shall grant to regular, full-time employees on the seniority list who are required to serve on jury the difference between the employee's regular straight-time weekly earnings, not to exceed forty (40) hours per week, at the employee's straight-time hourly rate of pay, and any jury fee offered to the employee. Pay for jury duty shall not exceed fifteen (15) days of straight time pay (less the jury fees). To be eligible for jury duty pay, the employee is required to provide a copy of the jury summons to his/her supervisor as soon as possible and in no event more than two working days after receiving the summons from the Court. Time spent on jury duty shall be considered as time worked for all purposes of this Agreement. When an employee is released or otherwise available for a day or part of a day of work during any period of jury service, the employee must report for work.

ARTICLE 20
BCTGM PAC

Section 1: The Employer agrees to provide for voluntary contributions to the Bakery, Confectionery and Tobacco Worker and Grain Millers Political Action Committee upon signed authorization from the contributing employees.


Section 2: The Employer hereby agrees to honor contribution deduction authorizations from its employees who are Union members in the following form: "I hereby authorize the Company to deduct from my pay the sum of \$ ____ for each hour worked (or from each of my regular paychecks) and to forward that amount to the Baker's Union, Local 22 Political Committee. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the Bakers Union, Local 22 Committee are not conditions of membership in the Union or of employment with the Company and that the Baker's Union, Local 22 Committee will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections.


ARTICLE 21
DURATION AND TERMINATION:

This Agreement, which supersedes any and all previous agreements shall be in full force and effect and binding upon the signatories hereto and their principals from December 16, 2022 to and including the November 23, 2025, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to change, modify or terminate is given by either party hereto to the other party hereto at least sixty (60) days prior to the annual date of expiration.


IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of December, 2022.

PEARSON CANDY COMPANY,
St. Paul, Minnesota





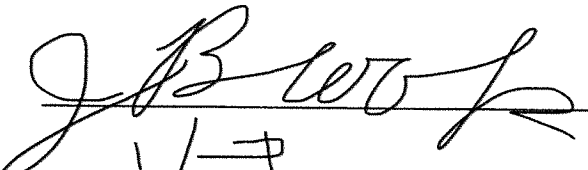
BAKERY, CONFECTIONERY, TOBACCO
WORKERS AND GRAIN MILLERS
UNION
Twin Cities Local 22, AFL-CIO

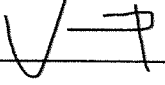


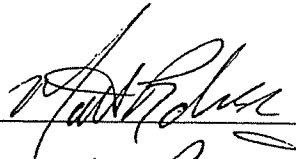
PRESIDENT

Date: 1.3.22

Date: 1-2-2023







Vice President

Date: 1.3.23

Date: 1-2-2023

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Pearson Candy Company, hereinafter referred to as the "Company," and the Bakery, Confectionery, Tobacco Workers and Grain Millers Union Twin Cities Local 22, AFL-CIO, hereinafter referred to as the "Union." The Company and the Union shall collectively be referred to as the "parties."

WHEREAS, the parties have negotiated a successor Collective Bargaining Agreement (the "Agreement") following the expiration of the parties' prior Collective Bargaining Agreement on November 23, 2022; and

WHEREAS, the parties are entering into this Memorandum of Understanding as part of the negotiations over the successor Agreement.

NOW, THEREFORE, the Company and the Union agree as follows:

1. The parties' recognize that the Agreement provides the Company with the unilateral ability to compensate any individual employee more than what is required by the Agreement, referred to as "Enhanced Compensation," and that the Agreement provides the Company with the right to unilaterally discontinue any such Enhanced Compensation at its discretion and at any time.

2. The Company agrees that for the term of the Agreement, the Company shall not reduce any Enhanced Compensation currently received by any employee as of the date of the Agreement's ratification, as provided below, and provided that the employee continues to meet the current conditions and qualification needed for that particular Enhanced Compensation.

3. For example, if an employee was earning Enhanced Compensation by virtue of their status as a trainer, they would need to continue training other employees in order to receive that Enhanced Compensation. Similarly, if an employee received Enhanced Compensation as part of the Company's perfect attendance program, they would need to continue to maintain perfect attendance. As another example, if an employee was receiving Enhanced Compensation in acknowledgment of their overall exceptional performance, but subsequently received documented performance-based discipline, the Company may adjust said Enhanced Compensation for that employee. The intent of this Memorandum of Understanding is to not reduce the monetary value of the Enhanced Compensation programs currently provided by the Company for the period described above.

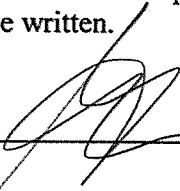
4. For employees being paid under the prior Agreement at "Tier I" wages, those employees will not have their Enhanced Compensation reduced for the period provided above in Paragraph 2.

5. For illustration purposes only, if an employee was previously paid \$5.00 in Enhanced Compensation under the prior Agreement and was receiving Tier I wages, that employee will not have their Enhanced Compensation amount reduced below \$5.00 for the period described above in Paragraph 2, provided that the employee continues to meet the conditions and qualification needed for that particular Enhanced Compensation.

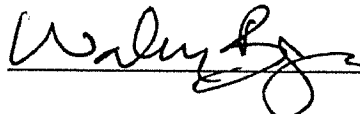
6. For employees being paid under the prior Agreement at "Tier II" wages, those employees will not have their Enhanced Compensation reduced for the period provided above in Paragraph 2 to the extent that an employee's Enhanced Compensation, in combination with their prior Tier II base salary rate, is greater than the prior Agreement's "Tier I" base salary rate for the same position.

7. For illustration purposes only, if an employee was previously paid \$5.00 in Enhanced Compensation under the prior Agreement and was receiving Tier II wages, that employee would not have their Enhanced Compensation amount reduced below the amount of whatever the employee's prior base salary plus Enhanced Compensation was greater than the prior Agreement's "Tier I" base salary rate for the same position, for the period described above in Paragraph 2. For example, if the employee was previously paid \$17.00 an hour under the prior Agreement and received \$5.00 in Enhanced Compensation, and the prior Agreement's "Tier I" base salary rate for the same position is \$20.00 an hour, that employee would not have their Enhanced Compensation reduced below \$2.00 an hour for the period described above in Paragraph 2, provided that the employee continues to meet the conditions and qualification needed for that particular Enhanced Compensation.

In witness whereof, on December _____, 2022 the parties hereto have, through their duly authorized representatives, signed this Memorandum of Understanding the day and year above written.



By: _____
Pearson Candy Company



Wally Borgan
BCTGM Local 22

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Pearson Candy Company, hereinafter referred to as the "Company," and the Bakery, Confectionery, Tobacco Workers and Grain Millers Union Twin Cities Local 22, AFL-CIO, hereinafter referred to as the "Union." The Company and the Union shall collectively be referred to as the "parties."

WHEREAS, over the past few months the Company and the Union have been negotiating a successor agreement to the parties' Collective Bargaining Agreement which expired on November 23, 2022; and

WHEREAS, the parties have reached a tentative agreement on a successor Collective Bargaining Agreement to be voted on by the Union members for ratification;

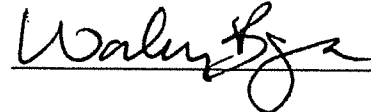
NOW, THEREFORE, the Company and the Union agree as follows:

1. Should the successor Collective Bargaining Agreement which the parties have reached tentative agreement on be ratified by the bargaining unit membership, the Company shall credit each bargaining unit employee with the amount of PTO which the bargaining unit employee would have received under the successor Collective Bargaining Agreement's revised Article 8 – PTO from June 1, 2022 through the date the revised PTO system goes into effect, as if the revised Article 8 had been effective for that period.

2. The Company shall provide employees with the PTO "dump" described above within forty-five (45) days of the ratification of the Agreement.

In witness whereof, on December _____, 2022 the parties hereto have, through their duly authorized representatives, signed this Memorandum of Understanding the day and year above written.

By: _____
Pearson Candy Company



Wally Borgan
BCTGM Local 22



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



Stewards

KNOW YOUR RIGHT TO HAVE UNION REPRESENTATION

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

These basic Weingarten rights stem from the Supreme Court decision:

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

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

LOCAL 22 MEMBERS:

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

**(THIS INCLUDES LAYOFF, LEAVE OF ABSENCE,
OUT 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.**