

**AGREEMENT**

**Between**

**RED WING GRAIN, LLC  
Red Wing, Minnesota**

**And**



**BAKERY, CONFECTIONERY, TOBACCO WORKERS**

**AND GRAIN MILLERS, AFL-CIO, LOCAL 22**

**Minneapolis, Minnesota**

**August 16, 2022 through August 15, 2027**

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This Agreement made and entered into between RED WING GRAIN LLC, a Delaware Corporation, with its principal place of business at 810, Levee Street, Red Wing, MN 55066, hereinafter called the "Company" and Bakery, Confectionery, Tobacco Workers and Grain Millers, Local #22, hereinafter called the "Union."

Wherever any words are used herein in the masculine they will be construed as though they were used in the feminine in any case where they would so apply and wherever any words are used herein in the singular they will be construed as though they were used in the plural in any case where they would so apply.

## **Article I.**

### **SCOPE OF AGREEMENT AND RECOGNITION**

**Section 1.1** The Company recognizes the Union as the sole and exclusive bargaining agency for wages, terms and other conditions of employment for the bargaining unit which consists of production and maintenance employees employed at the Company's grain elevator located at 810 Levee Street, Red Wing, MN 55066, excluding all other employees including guards, grain inspectors, electronic(s)/instrumentation technicians, office and clerical, professional and administrative employees, merchants, managers, superintendents and supervisors as defined in the National Labor Relations Act. This agreement applies only to the above Company facilities located at 810 Levee Street, Red Wing, MN 55066.

## **Article II.**

### **UNION COOPERATION AND RESPONSIBILITY**

**Section 2.1** The Union recognizes its responsibilities as the exclusive bargaining agent of the employees and realizes that in order to provide fair and competitive wages, the Company must be able to operate efficiently at the lowest possible costs, consistent with fair labor standards. The Union, therefore, assumes responsibility for cooperating in attainment of these goals and agrees that it will cooperate with the Company and support its efforts to assure a full day's work on the part of its members; that it will actively combat absenteeism and any other practices which restrict efficient operation of the plant; that it will earnestly strive to improve and strengthen good will between the Company and its employees, the Union and the public.

### **Article III.**

#### **MANAGEMENT RIGHTS**

**Section 3.1** The right to manage the business, direct its working forces, and to maintain rules and regulations governing the operations of the plant and the conduct of employees is vested solely and exclusively in the Company. Subject to the express and specific terms of this Agreement, the Company will have the exclusive right to manage the plant and business including, but not limited to the right to suspend, discipline, or discharge for just cause; the right to hire; and to determine the competency of employees; the right to hire temporary and/or seasonal employees without benefits; the right to transfer, classify, reclassify, promote, or demote employees, and to relieve or terminate employees from duty because of lack of work or for other legitimate reasons; the right to maintain quality and efficient operations; the right to establish new jobs, abolish or change existing jobs; the right to establish, change or abolish departments within the plant; the right to establish work schedules and make changes therein; the right to establish, change or abolish policies, practices, rules, procedures and regulations for the conduct of business and to prescribe and require employees to observe work rules and regulations including, but not limited to, safety rules and policies, drug and alcohol policies and testing procedures, and attendance regulations; workplace smoking policies, workplace violence policies and EEO policies, including sexual harassment policies; the right to require and schedule overtime work; the right to assign work of any kind to any employee irrespective of the employment classification, and the right to determine the product to be manufactured, purchased, handled, or sold, and the means, methods, processes and schedules thereof; the right to determine the number or location of any of its plants and operations and the type of equipment to be used therefore; the right to introduce new or improved methods or facilities and to extend, limit, transfer discontinue or curtail its operations when it deems advisable to do so; and all other prerogatives and responsibilities normally inherent in management provided the same are not clearly prohibited by any of the specific terms of this Agreement. All rights, powers or authority which the Company would have had without a legally recognized bargaining agent or in the absence of this Agreement are retained by the Company except as otherwise expressly provided herein.

**Section 3.2** It is understood by both parties that for the Company to satisfy the demand of its customers and to successfully operate its business in a competitive environment, the

Company has the right in its sole discretion to contract out or subcontract work. However, the Company respects the need to maintain the integrity of the bargaining unit and will not use the right to contract out work to cause wholesale displacement of the bargaining unit.

#### **Article IV.**

### **NON-DISCRIMINATION**

**Section 4.1** The Company and the Union will not discriminate against any employee because of race, gender, sexual orientation, color, religion, national origin, citizenship status, marital status, veteran status, age, disability, or because of membership or non-membership in the Union.

**Section 4.2** The Company and the Union agree to abide by and comply with the provisions of the Americans with Disabilities Act (ADA). Whenever a qualified individual with a disability requests a reasonable accommodation, the Company, the individual, and the Union will meet and discuss the request. The Company will not be required to provide confidential information regarding an individual's medical condition or history without a release first being obtained by the Union from the individual.

#### **Article V.**

### **GRIEVANCE PROCEDURE**

**Section 5.1** A grievance is defined as any controversy between the Company and the Union as to any matter involving the interpretation, application or violation of any provision of this Agreement. No grievance will be considered for any purpose unless within five (5) calendar days after the occurrence of the event out of which the grievance arises, it is presented to the Plant Manager in accordance with the provisions of Section 2 of this Article.

**Section 5.2** Should any grievance arise between the Company and the Union or the employees, there will be no suspension of work by the aggrieved-on account of such grievance, but an earnest effort will be made to settle it immediately in the following manner:

Step 1. Any employee who feels aggrieved will report such grievance to his immediate supervisor. The Plant Manager and the Union Steward and/or employee will then attempt within five (5) calendar days to satisfactorily adjust the grievance.

Step 2. If such attempted adjustment fails in Step (I) the grievance will be written out and signed by the employee. Any grievance not reduced to writing within three (3) calendar days after failure in step (I) above will be waived. The employee and/or the Local Union President or his representative will then meet and/or discuss the grievance with the Plant Manager, within five (5) calendar days, and attempt to settle the grievance.

**Section 5.3** If the grievance is not adjusted in a manner satisfactory to both parties, it may then be submitted to arbitration upon written request of either party to the other, provided such request is made within fifteen (15) calendar days of failure of settlement in Step 2. Any grievance for which a written request to arbitrate is not made within fifteen (15) calendar days will be waived. The party requesting arbitration will notify the other party and send a letter to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) qualified arbitrators, from which the party so requesting will have the first duty of striking one name, the other party will strike one name, and so on in turn until one name remains on such list. The arbitrator whose name remains on the list will be the neutral arbitrator selected by the parties. The parties will complete the process of selecting an arbitrator within thirty (30) calendar days from the date of receipt of the list from FMCS. In the event that one party fails to participate in the selection process within the time limits, the grievance will be deemed settled in accordance with the position of the other party.

**Section 5.4** A decision rendered by the arbitrator will be final and binding upon the Company and the Union. The arbitrator will have no power to add to, subtract from, or modify any of the terms of this Agreement or any agreement made supplementary hereto, nor to establish or change any wage rates.

**Section 5.5** The above time limits are mandatory and can only be waived by mutual agreement confirmed in writing.

**Section 5.6** The Company and the Union will each pay its own expenses in arbitration. The parties will split the cost of the compensation of the neutral arbitrator for services and all expenses for the hearing.

**Article VI.**  
**SENIORITY**

**Section 6.1** All new employees will be on probation for 120 actual days worked after being hired. During the probationary period, the Company may terminate an employee for any reason at its discretion which will not be subject to review under the grievance procedure. Upon successful completion of the probationary period, the employee's seniority will date from the employee's most recent hire date. Any employee rehired after termination of seniority as provided in Section 5 below will be considered a new employee subject to the probationary period as herein defined.

The Company has a right to hire a temporary employee for 60 consecutive calendar days during a six (6) month period with or without benefits at the Company's discretion. The temporary employee will not be a member of the Union. A temporary employee who works longer than sixty (60) days in a six-month period will be recognized as a probationary employee, and their first 60 days of work will count towards their 120 day probationary period. They will be eligible to join the Union and be covered by the collective bargaining agreement. The Company will cover them with the same benefits as bargaining unit employees. In no way will a temporary worker be used to reduce hours of work for any bargaining unit employee.

**Section 6.2** In all cases of promotions, transfers, reductions in force, and recalls to work, the company will give full consideration to ability and qualifications including, but not limited to, physical fitness, attitude, safety and job performance, experience, dependability including absenteeism and tardiness record, job knowledge, and skills. If ability and qualifications are sufficient and equal among competing employees, seniority shall prevail. Seniority will be recognized on a plant-wide basis.

**Section 6.3** Nothing in this Article shall be construed to entitle an employee for any reason whatsoever to claim the right to temporarily transfer from his or her regularly assigned job to another job, or to bump a less senior employee, for the purpose of working the remaining or additional hours in any one day or any one week.

**Section 6.4** When it becomes necessary to place a permanent employee in a new job or a vacancy requiring a permanent replacement, the Company will post the job for bid for a period of forty-eight (48) hours. A probationary employee may bid only after all eligible

permanent employees have declined to bid. The job will be filled in accordance with Section 2 allows.

**Section 6.5** Subject to the provisions of Section 2 above, the Company will normally recall employees on layoff in the reverse order of layoff. Employees who are laid off are required to individually notify the Company of any change of address and phone number; such notification shall be given to the Plant Manager. The Company will have the option to phone employees when recalling.

**Section 6.6** An employee will lose seniority for any of the following reasons:

- (a) The employee quits;
- (b) The employee is discharged for just cause;
- (c) The employee is laid off for a period in excess of twelve (12) months;
- (d) The employee is granted a leave of absence and does not return on the expiration date;
- (e) He has not worked within the last twelve (12) months.
- (f) The employee fails to report to work within forty-eight (48) hours after being recalled from layoff, except where the employee's failure to report is due to a good and sufficient reason approved by plant management. Notice of recall will be by registered or certified mail;
- (g) The employee is absent from scheduled work more than two (2) consecutive days without notice to his/her immediate supervisor.

## **Article VII.**

### **LEAVE OF ABSENCE**

**Section 7.1** Upon application by an employee and written permission from the Company; a leave of absence for a period of not more than thirty (30) calendar days may be granted an employee at the discretion of the Company.

**Section 7.2** Leave of absence for a period in excess of thirty (30) calendar days will be granted only by mutual consent of the Company and union in writing.



**Article VIII.**

**NO STRIKE AND NO LOCKOUT**

**Section 8.1** The Union and its members, individually and collectively, will not cause, permit, or take part in any strike, picketing, sympathy action or work stoppage, sit-down, stay in, slowdown or other curtailment or restriction of production or interference with work, on or about the Company's plants or premises, during the term of this Agreement. The Company reserves the right to discharge any employee for any violation of this provision. The degree of discipline imposed for violation of this provision will be in the sole discretion of the Company and not subject to contest under the arbitration provision of this Agreement. The only issue subject to arbitration will be whether any violation occurred. The company agrees not to engage in a lockout during the term of this Agreement.

**Article IX.**

**WAGES**

**Section 9.1** Hourly wage rates for each classification will be as follows:

Job Class.	8/1/2022	8/1/2023	8/1/2024	8/1/2025	8/1/2026
Utility Person	25.93	26.68	27.43	28.18	28.93
Operator	25.50	26.25	27.00	27.75	28.50
Laborer	24.41	25.16	25.91	26.66	27.41

**Section 9.2** All new hires will start at the Laborer classification wage until (or if) job classification changes.

**Section 9.3** If a new job classification is created, or existing job classifications are combined, the Company will establish a wage for such new or changed job classification, and after thirty (30) calendar days' operation, will, provided the Union has made a written request,

negotiate with the Union a permanent hourly rate, which will be retroactive to the date of the new or changed job classification.

**Section 9.4** Call-in Pay. An employee who has left the premises and who is called to work at a time other than his regular schedule will be guaranteed a minimum of two (2) hours' work at his regular straight-time rate, except that an employee called in immediately prior to and continuous with his next regular shift will be paid only for actual hours worked.

**Section 9.5** Reporting Pay. An employee who reports for work at his regular starting time and finds that no work is available in his regular job will be given four (4) hours of work or pay in lieu thereof at his regular straight-time hourly rate, unless the employee had been previously notified not to report. The Employer may assign such employee to any work available that he is qualified to perform. In the event of an emergency, mechanical breakdown, fire, flood, snowstorm, strike, power failure, or other causes beyond the control of the Employer, the Employer will not be required to notify employees not to report, and employees reporting and finding no work as a result of an emergency, mechanical breakdown, fire, flood, snowstorm, strike, power failure or other causes beyond the control of the Employer, will not be entitled to report-in pay.

## **Article X.**

### **HOURS OF WORK AND OVERTIME**

**Section 10.1** A standard work week runs from Monday beginning with the first shift to the beginning of the first shift the following Monday. This contract is intended to define normal hours of work and will not be construed as a guarantee of hours per day or per week, nor as a guarantee of the days of work per week or month.

**Section 10.2** The Company retains the sole right to determine the starting and quitting time, to schedule shifts and assign employees to shifts, and to determine the number of hours to be worked.

**Section 10.3** The Company may decide overtime work is necessary, and such work will be first assigned to the employee on the specific job requiring overtime. If the employee on the specific job declines to accept the overtime, management will next ask the senior employee(s) in the classification working that shift. If all of the above decline, management will have the right

to require the specific employee in the job to accept the overtime work. In the event management makes an erroneous overtime assignment, the affected employee, in lieu of pay for missed work, will be given the opportunity to make up the overtime work the employee would have earned had the overtime been properly assigned. The Company may also decide to assign work to available employees on a straight-time basis instead of performing the work on overtime.

**Section 10.4** The Company will pay one and one-half (1½) times the employee's regular hourly rate of pay for all work performed in excess of eight (8) straight-time hours in a day and/or forty (40) straight-time hours in a work week. The Company will pay double-time (2x) the employee's regular hourly rate of pay for all work performed in excess of fourteen (14) straight-time hours in a day. Only actual hours worked and paid vacation taken, will be counted toward the calculation of weekly overtime. The Company will pay one and one-half (1½) times the employee's regular hourly rate of pay for all work performed on the sixth consecutive day worked, and two (2) times the employee's regular hourly rate of pay for all work performed on the seventh consecutive day worked.

**Section 10.5** Nothing in this Agreement will be construed to entitle an employee for any reason whatsoever to claim the right to temporarily transfer from his regularly assigned job to another job for the purpose of working additional hours in anyone day or anyone week.

**Section 10.6** If an employee is temporarily transferred to a job carrying a higher base rate, he will receive his regular base rate while on such job, provided however, that where the employee works more than four (4) hours during a day on the job with the higher base rate, he will receive the higher base rate for the full day.

**Section 10.7** Nothing in this Agreement will be construed to permit the duplicating or pyramiding of overtime and/or premium pay.

## **Article XI.**

### **HOLIDAYS**

**Section 11.1** The recognized holidays under this labor Agreement are:

New Year's Day	Labor Day	Christmas Eve Day
Memorial Day	Thanksgiving Day	Christmas Day
Fourth of July	Day After Thanksgiving	3 Personal Days

**Section 11.2** To receive personal days employees must have worked 1500 hours the previous year. This shall be prorated. Personal days will be taken for holidays when Office staff is absent due to a holiday. A holiday will be defined as the beginning of the first shift on the day of the holiday to the beginning of the first shift on the following day. If one of the holidays listed falls on a Saturday it will be observed on the preceding Friday. If one of the holidays listed falls on a Sunday it will be observed on the following Monday. By mutual agreement of the Company and the Union, a holiday which falls on a weekend may be observed on an alternate day.

Should any of the above-mentioned holidays fall on a weekend, the Company shall have the option of:

- (a) paying holiday pay and not scheduling work,
- (b) scheduling work on such holiday, or
- (c) selecting another mutually agreeable day on which to celebrate said holiday.

**Section 11.3** The Company will pay regular full-time employees eight (8) hours straight-time pay at their hourly wage rate for the recognized holidays provided that

- (a) The employee has not failed to work when scheduled to work on the holiday; and,
- (b) The employee works the full shift on the scheduled work day immediately preceding and following the holiday; and,
- (c) The employee must work within the week in which the holiday occurs unless on paid vacation; and,
- (d) The employee is not absent due to a strike.
- (e) The employee worked at least ninety (90) working days within the preceding twelve (12) months.

**Section 11.4** The Company may schedule employees to work on any of the above holidays. An employee scheduled to work on any of the above holidays will be paid one and one-half (1½) times straight-time pay for all hours worked.

**Section 11.5** An employee on paid vacation during a paid holiday will receive holiday pay in addition to vacation pay.

## **Article XII.**

### **VACATIONS**

**Section 12.1** Vacations with pay will be in accordance with the following schedule:

- (a) After completion of one (1) year of continuous service, a regular full-time employee will be eligible for two (2) weeks of vacation. (First year is accrued and prorated for the two weeks.)
- (b) After completion of five (5) years of continuous service, a regular full-time employee will be eligible for three (3) weeks of vacation.
- (c) After completion of ten (10) years of continuous service, a regular full-time employee will be eligible for four (4) weeks of vacation.
- (d) After completion of twenty-five (25) years of continuous service, a regular full-time employee will be eligible for five (5) weeks of vacation.

**Section 12.2** Continuous service as used in this article means service of at least fifteen hundred (1500) hours including paid time off, exclusive of overtime, during the twelve (12) consecutive months preceding each January 1, beginning 2002. (The continuous service date calculation is currently based on a June 1 date.)

Regular full-time, non-probationary employees with less than 1500 hours of work or paid time off, exclusive of overtime, during the twelve (12) consecutive months preceding each January 1, beginning 2002, will earn a vacation with pay computed on a pro-rated basis of one fifty-second (1/52) of the vacation benefit for which he was eligible for each week of work performed during the year, rounded to the nearest whole day. (The current date for calculation is June 1.)

**Section 12.3** Effective January 1, 2002, paid vacations are accrued beginning January 1st each year and ending the following December 31st. The amount of vacation that has been accrued by December 31 is then considered earned after December 31. At that time it becomes fully vested and must be taken during the subsequent vacation year January 1 through December

31. (Current schedule is June 1 - May 31, with a modification of the schedule to occur between June 1, 2000 and January 1, 2002.)

**Section 12.4** The amount of weekly vacation pay will be the employee's straight-time hourly wage rate exclusive of any other pay at the time of vacation multiplied by forty (40) hours. Employees may take vacation in one day or multiple day increments but must request vacation in accordance with the normal approval process.

**Section 12.5** It is within the discretion of the Company to determine when plant operations permit the scheduling of vacations. The Company may require employees to take vacation during plant shut downs.

**Section 12.6** Vacations cannot be accumulated from year to year, but must be completed each year. Employees cannot waive their vacation and draw pay in lieu of vacation. Any vacation not taken will be forfeited.

**Section 12.7** Any employee who has been in the service of the Company one year or more who resigns will be paid for any accrued vacation, provided such employee gives at least two (2) weeks notice in writing of his intention to quit, and actually works during such period of notice.

**Section 12.8** Any employee who is discharged for cause will be paid for unused earned vacation days but not for accrued vacation days.

### **Article XIII.**

#### **FUNERAL LEAVE**

**Section 13.1** The Company may grant a regular full-time employee leave of absence for up to three (3) workdays to make arrangements for and attend the funeral of immediate family members. The Company may grant a regular full-time employee leave of absence for up to one (1) workday to make arrangements for and attend the funeral of grandparents. The actual number of paid days off will be determined by the plant manager considering the circumstances. In the event of the death of the spouse of a regular full-time employee, the employee may be granted three (3) days paid leave and two (2) days unpaid leave. To receive a leave of absence and pay under this provision, the regular employee must notify the Company about the need and reason for such absence and attend the funeral. For the purpose of this provision, immediate

family members include: spouse, child, step-child, father, mother, brother, sister, father-in-law, mother-in-law, stepfather, stepmother and step-siblings.

**Article XIV.**

**JURY DUTY**

**Section 14.1** An employee who is required to be absent from scheduled work for jury service will be excused upon request for those days required to serve as a juror and will receive whatever pay he/she would have otherwise received for scheduled work less the amount of jury pay which was received for the same period. Scheduled work time missed as a result of jury duty will be credited as time worked for purposes of computing overtime. To be eligible for paid jury leave, the employee must notify his immediate supervisor at the time of his call to jury service, must furnish evidence as to the amount of pay received for such jury service, and an employee released from jury duty in time to return to work must report to work.

**Article XV.**

**BENEFITS**

**Section 15.1** The Company agrees that, in the absence of conditions and circumstances over which it has no control, during the life of this Agreement it will continue to provide the coverage for health, dental, and group life insurance benefits as mutually agreed during negotiations. However, it is understood that all matters of policy, administration, eligibility, and other matters relating to the Company's health, dental, and group life insurance benefits will not be subject to the grievance or arbitration provisions of this Agreement. It is further understood that the health plan coverages, including any HMO's, and employee monthly contribution rates are subject to change each year, provided bargaining unit employees are offered the same plan coverages and monthly contribution rates as are available to salaried employees at the Red Wing grain elevator.

For the duration of this agreement, the Company agrees to provide continued health and dental insurance coverage for employees on seasonal layoff, less normal monthly premiums that will be paid by the employee, for up to four months or the amount of time the employee is actually laid off, whichever is shorter. To retain this continued health insurance coverage, employees must make timely premium payments as required by the Company.

Employees will be eligible for a 401K Program following IRS regulations. The Company will provide a match of 1% for each 1% the employee contributes up to a maximum of 5% for employees who have from one (1) to fourteen (14) years of service. The Company will provide a match of 1% for each 1% the employee contributes up to a maximum of 6% for employees who have from fifteen (15) to nineteen (19) years of service. The Company will provide a match of 1% for each 1% the employee contributes up to a maximum of 7% for employees who have over twenty (20) years of service.

**Article XVI.**

**VOLUNTARY DUES CHECK-OFF**

**Section 16.1** The Company agrees to deduct from the wages of each employee who voluntarily authorizes such deduction in writing uniform membership dues and initiation fees as determined by the Union. Deductions will be made weekly out of earnings paid and will on a monthly basis, within fifteen (15) days thereafter, be forwarded to the Union together with a list of employees from whose pay dues were deducted. The Union shall furnish the dues check-off card and forward to the Company all signed voluntary authorizations upon which deductions are to be made. An employee may revoke this dues authorization at any time for any reason by giving written notice to both the Company and the Union, in which case dues deduction will be discontinued as soon as practicable. The Union will notify the Company at least thirty (30) days in advance by certified letter of any changes in the amount of uniform dues and initiation fees and the effective date thereof. The Union shall indemnify and save the company harmless against any and all claims, demands, suits, or other forms of liability which shall arise out of or by reason of action taken or not taken by the Company in reliance on such authorization cards furnished to the Company by the Union or for complying with any provision of this Article.

**Article XVII.**

**VALID AGREEMENT**

**Section 17.1** It is in the intent of the parties that this Agreement will be in compliance with all applicable laws. If any provision of this Agreement is declared invalid by any court or administrative agency of competent jurisdiction, the decision will not invalidate the entire Agreement. The parties intend that all other provisions remain in full force and effect. The parties further agree to amend this Agreement to fully comply with applicable law.



**Article XVIII.**

**CONTRACT CONSTITUTES ENTIRE AGREEMENT OF PARTIES**

**Section 18.1** The Company and the Union acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the subjects of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**Section 18.2** For the life of this Agreement, the Union and the Company voluntarily and unqualifiedly waive a right to request or require further collective bargaining, and agree that neither will be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered in this Agreement, whether or not such matters or subjects have been discussed, even though such matters or subjects may not have been within the knowledge or contemplation of either or both parties when they negotiated or signed this Agreement. This Agreement contains the entire contract, understanding, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically provided herein.


**Article XIX.**

**TERMINATION**

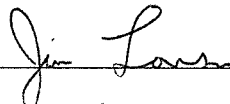

**Section XIX.1** This Agreement will become effective on the 16th day of August 2022, and remain in full force and effect through August 15, 2027. This Agreement will be automatically renewed from year to year thereafter unless either party gives written notice to the other party by registered or certified mail, of its desire to terminate, modify or amend it at least sixty (60) days prior to August 11th of any subsequent year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives and officers this 6th day of SEPTEMBER 2022.

BAKERY, CONFECTIONERY, TOBACCO  
WORKERS AND GRAIN MILLERS, Local 22

  
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RED WING GRAIN LLC

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

July 19, 2022

Mr. Wally Borgan

BCTGM Local #22

312 Central Avenue Suite 590

Minneapolis, MN 55414

RE: Letter of Understanding

Red Wing Grain LLC & BCTGM Local #22

August 16, 2022- August 15, 2027

Dear Mr. Borgan:

During the course of recent contract negotiations, the following agreements were reached:

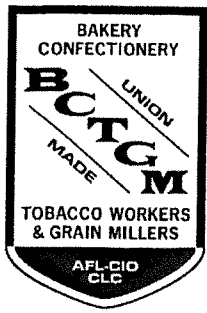
1. The following employees will retain Operator or Utility job classification for the term of this agreement:
  - a. Jason Ferguson
  - b. Andrew Breer
  - c. Albert Marklevits
  - d. Dean Pagel
  - e. Kevin Smith
  - f. Todd Strusz
  - g. Kevin Wirth
2. Any previous letters of understanding are null and void.

Sincerely,

Jim Larson

Red Wing Grain LLC

General Manager



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 \_\_\_\_\_

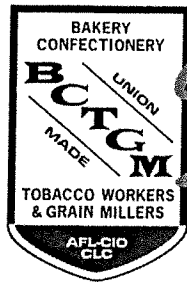
Telephone Number \_\_\_\_\_

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](mailto: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.**