

**WESTERN MASTER AGREEMENT**

**between**

**ARDENT MILLS, LLC**

**and**

**THE BAKERY, CONFECTIONARY, TOBACCO WORKERS AND GRAIN  
MILLERS, INTERNATIONAL UNION**

**and its**

**LOCAL UNION NO. 26  
(AFL-CIO, CLC)**

**October 5, 2020 through July 20, 2025**

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## **AGREEMENT**

This Agreement made and entered into this 5<sup>th</sup> day of October, 2020, by and between Ardent Mills, LLC, a corporation, hereinafter designated "Company", and The Bakery, Confectionery, Tobacco Workers and Grain Millers, International Union, (AFL-CIO, CLC) and its Local Union No. 26 whose names appear as signatories hereinafter designated "Union". This Agreement applies only to the Company's Commerce City, CO Mill; Denver, CO Mill; Commerce City, CO CCG Joint Venture Elevator; and Denver, CO CCG Joint Venture "Pecos" Elevator locations.

This Agreement together with any Appendix negotiated shall be considered the Collective Bargaining Agreement reached between the parties as a result of having collectively bargained with respect to terms and conditions of employment between the parties. Any Appendix executed by the parties and made a part of this Agreement shall contain provisions of a local character.

The purpose of the Agreement is to promote and insure harmonious relations and understanding between the Company and its Employees. The Company pledges to give its Employees considerate and courteous treatment and the Employees pledge themselves to render the Company loyal, efficient, and cooperative service.

### **ARTICLE I –DEFINITIONS AND RECOGNITION**

Section 1.1 The term "Employees" means all Employees collectively of the Company included within the Bargaining Unit at the Company locations referenced above.

Section 1.2 The term "Bargaining Unit" means the Employees at the Company locations referenced above.

Section 1.3 The Company recognizes the Union as the sole collective bargaining agent for its production and maintenance Employees for the purpose of negotiating with respect to terms and conditions of employment; provided, however, this recognition shall not apply to Employees in other recognized bargaining units, nor to Employees whose duties and responsibilities classify them as Supervisors, Office and Clerical Employees, Buyers, Salesmen, and Guards.

Section 1.4 Subject to pertinent law, all present Employees covered by this Agreement who are members of the Union at the date of the execution of this Agreement shall remain members in good standing during the life of this Agreement as a condition of continued employment. All present Employees, with the exception of seasonal employees, who are not members of the Union at the date of the execution of this Agreement shall become members of the Union on the 91st day following the execution of this Agreement or the 91st day following the beginning of their employment, whichever is later, and shall remain members in good standing for the life hereof as a condition of continued employment. All Employees hired after the execution of this Agreement shall become members of the Union on the 91st day following the beginning of their employment and shall remain members of the Union in good standing for the life hereof as a condition of employment.

Section 1.5 Subject to pertinent law, if any Employee within the Bargaining Unit files with the Company a proper request and authorization, the Company agrees during the life of this Agreement to deduct from the wages of such Employee the sum or sums the Financial Secretary of the Union shall have certified to the Company as being properly due the Union for initiation fees and/or dues required by the Union to keep its members in good standing under its Constitution and Bylaws; such authorization shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever is sooner. The Company agrees to make deductions from the first wage payment in the month and to remit same to the Union not later than the 15<sup>th</sup> day of the following month, and to furnish with each remittance a list of the names of the Employees and an itemized statement of the initiation fee or dues deducted. The Company agrees to deduct any accumulated dues resulting from an Employee's absence for

any cause, from the first regular deduction period after the Employee has returned to work.

## **ARTICLE II – MANAGEMENT RIGHTS**

The Company has and retains every right and prerogative of management which is not expressly surrendered or limited by this Agreement, and that the management of the plant and of the Company's business and its operation and the direction of its working forces are vested exclusively in the Company.

## **ARTICLE III – HOURS OF WORK, HOLIDAY AND OVERTIME PAY PROVISIONS**

**Section 3.1** Straight Time Rate. means the hourly rate, as set forth in the Appendix for specific job classifications, exclusive of shift premiums, overtime, or other premium pay.

**Section 3.2** Hours of Work. Eight (8) consecutive hours shall constitute a day's work and forty (40) hours a week's work. This shall not be considered as a limitation on the number of hours per day or days per week the Company may operate its plants or schedule its Employees.

**Section 3.3** Hours and Days Worked. Employees will not work more than twelve (12) continuous hours in a day. The parties will also work together to ensure that Employees will not work more seventy-two (72) total hours in a week and will not to work more than twenty (20) consecutive days, except in cases of emergency.

**Section 3.4** Weekend and Holiday Overtime. Daily, Weekend, and Holiday overtime shall be assigned based on plant seniority and qualifications, except situations where "person on the job" applies. Daily, Weekend, and Holiday overtime sign-up sheets shall be utilized for the purpose of scheduling planned overtime. This includes Maintenance and Mill Department Employees, as long as it does not interfere with the responsibilities or demand of their departments. Person on the job applies in cases of unplanned overtime, e.g., unscheduled absences from a call-off or shift over-runs of less than four (4) hours. In these cases, the overtime work will be awarded to the person on the job unless declined. If a person on the job declines the overtime work, it shall be awarded by seniority and qualifications to unassigned Employees. A senior qualified employee will not be able to bump the person on the job in order to perform the overtime work in these situations. If there are no volunteers, the junior qualified Employee, whether previously assigned or not, can be forced to work the overtime. Overtime employment when only a partial crew is called shall be offered based on seniority and qualifications.

**Section 3.5** Overtime Work. When an Employee's services are needed for overtime work in excess of eight (8) hours per day and he notifies his supervisor immediately that he does not wish to accept the overtime work, he will be excused as soon as a qualified replacement can be secured (four (4) hours shall represent a maximum period of time in which to secure a replacement). All parties shall cooperate with the Employee in securing a replacement. The replacement may be called to work early as long as they don't violate the twelve (12) hour maximum.

**Section 3.6** Overtime Pay. All work performed in excess of eight (8) hours at straight-time in one (1) day or forty (40) hours at straight-time in one (1) week shall constitute overtime and be compensated for at the rate of one and one-half (1½) times the straight-time rate.

**Section 3.7** Shift Differential. A shift differential shall be paid for all work performed on the second shift in the amount of twenty-six cents (\$0.26) per hour and on the third shift in the amount of thirty-four cents (\$0.34) per hour. The shift differential shall be added to the straight-time hourly rate of the Employees working on these shifts in computing overtime and premium time.

First shift Employees who work two (2) hours or less before the beginning of their regular shift do not get a shift premium. Second and third shift Employees who work two (2) hours or less before the

beginning of their regular shift receive the shift premium associated with their regular shift. Employees who work over from their regular shift for less than four (4) hours will receive the shift differential applicable to the shift they started on. Employees who work over their regular shift by four (4) or more hours will receive the applicable shift differential for that time.

Section 3.8 Scheduling. The workweek shall begin with the day shift on Monday and the starting time of the workday shall be specified in the Appendix. However, some leeway is necessary to provide for variation in the starting time of some Employees. Present scheduling will not be changed except when mutually agreed to by the Union and the Company. The Company shall not stagger the workweek in such a manner as to deprive men of overtime they would normally receive.

**Section 3.9 Start Times. Normal shift starting times are:**

<b>Day Shift:</b>	<b>6:00 AM</b>
<b>Swing Shift:</b>	<b>2:00 PM</b>
<b>Graveyard Shift:</b>	<b>10:00 PM</b>

**The Company may schedule Employees to regular starting times that can vary by as much as one (1) hour either way from the normal starting times of that shift in cases where specific needs exist to facilitate production and/or customer requirements. Normal shift starting times may also vary by any number of hours by mutual agreement of the Company and the majority of the Employees involved.**

Section 3.10 Supervisors and other plant personnel excluded from the bargaining unit will not be permitted or assigned to do work covered by the bargaining unit, except as outlined in a, b, and c below:

- a. Instructing and/or training Employees.
- b. Demonstrating the correct use of tools or equipment.
- c. Acting to prevent an accident or injury to an Employee, or to prevent product or equipment damage.

This will not prevent Head Millers from performing work requiring specialized skill, such as sieve work in flour mills. The above will not preclude the performance of regular production work in small operating units where such performance does not deprive Employees of work.

Section 3.11 Except in the case of unforeseen emergency, Employees intending not to report for work shall notify the Company at least 30 minutes before the beginning of their scheduled so that a replacement can be obtained.

Section 3.12 Saturday Pay. Hours worked by Employees on Saturday shall be paid for at one and one-half (1½) times the applicable straight-time hourly rate.

Section 3.13 Sunday Pay. All hours worked by Employees on Sunday shall be paid for at two (2) times the applicable straight-time hourly rate. Sunday work shall be work performed during the twenty-four (24) hour period which occurs between the ending of the third shift on Sunday morning and the beginning of the day shift on Monday morning.

Section 3.14 Recognized Holidays. Plant holidays shall be New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day After Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day. Alternate holidays may be substituted for President's Day and the day after Thanksgiving on a yearly agreement basis between the parties at a local level. If any of these established holidays falls on a Sunday, the following Monday will be considered as a holiday in administration of the pay provisions of this Agreement. If consecutive established holidays fall on Sunday and Monday, they will be observed on the preceding Saturday and the following Monday.

Holidays named above shall be considered as the twenty-four (24) hour period beginning at the end of the third shift in the morning of the calendar day designated as the holiday and ending twenty-four (24) hours thereafter.

Section 3.15 Holiday Work Pay. All work performed by an Employees during the hours of their regular shift on the holidays listed in the preceding paragraph shall be paid for at the rate of two (2) times the straight-time hourly rate in addition to the holiday pay of eight (8) hours at straight-time or in addition to the straight-time for hours worked, whichever is greater. If Employees are called in early or called back on a holiday, they shall be paid for any early call in, or for a call back, whichever is applicable, as defined in paragraphs entitled "Call Back Minimum" and "Early Call In", at the rate of three (3) times the straight-time hourly rate, in addition to the holiday pay of eight (8) hours at straight-time.

Section 3.16 Unworked Holiday Pay. Employees who are not on leave shall be paid for one (1) eight (8) hour day at their straight-time hourly rate for each of the plant holidays, provided the Employees worked sometime during the calendar month in which the holiday occurred. Scheduled vacation hours will be considered as hours worked in the application of this provision for purposes of overtime calculation. The Company will cooperate with the Local Union to ensure that no production be scheduled on Labor Day and Christmas Day whenever possible.

Section 3.17 Holiday Time Credit. Employees entitled to pay for a holiday worked or not worked as defined above shall be credited with eight (8) straight-time hours on that holiday for the purpose of computing his overtime pay for the week, except when the holiday falls on Saturday.

Section 3.18 Reporting Pay Minimum. Employees scheduled to work, or called to work, who report on time, without reasonable notice to the contrary, shall be offered eight (8) hours work or shall be given pay equivalent to the amount they would have received had they worked eight (8) hours, unless such Employee was instructed prior to the beginning of their regular shift that there would be less than eight (8) hours work available, in which case four (4) hours will be considered the appropriate minimum. The Reporting Pay Minimum shall not apply, and Employees will only receive compensation for actual time worked, should the scheduled work be precluded or interrupted by strike, riot, accident, power failure, or Act of God.

Section 3.19 Call Back Minimum. If Employees are called back to work more than two (2) hours prior to the established starting time of his scheduled shift, they will be given four (4) hours' work, to be paid for at the applicable overtime or premium rate, or, in lieu of being given that much work, shall be given pay equivalent to the amount he would have received had he worked four (4) hours. Employees shall not be considered called back if their succeeding shift is changed, provided the Employees are notified of the change at or before the end of his preceding shift and seven (7) hours or more have elapsed between the two (2) shifts. Employees needed for daily overtime work must be notified prior to the regular quitting time of their shift in order to avoid the call-back minimum. The exception to this application is where an Employees' relief has not reported as scheduled and a qualified replacement has not been secured. In those cases, Employees on duty will be regarded as not having completed their shift until properly relieved.

Section 3.20 Early Call In. Employees called to work two (2) hours or less prior to the established starting time of their scheduled shift shall be paid only for the time worked on the early call in and at the overtime or premium rate applicable to such hours. Early call-ins shall not shorten Employees' regularly scheduled shift.

Section 3.21 Jury Pay. Employees who are required to be absent from work for jury service shall be paid whatever straight time pay they would otherwise have received during the entirety of their jury service up to and including forty (40) hours in any one (1) week, less the amount of jury pay which they received for the same period. To be eligible for Jury Pay, Employees must notify his immediate supervisor at the time of his call to jury service and must furnish evidence of the amount of pay received for their service on the jury. Employees subpoenaed as witnesses will be excused under the current

absenteeism program.

Section 3.22 Funeral Leave. Employees who lose time on scheduled work days **because** of the death of members of their immediate family will be paid up to **five (5)** days (each day at eight (8) hours straight-time) for working time lost as a result of making arrangements for and/or attendance at the funeral. The parties will agree when the paid time off shall begin with appropriate notice. A member of an Employee's immediate family is one of the following: The Employee's **spouse**, parent, child, brother, sister, step-parent, verifiable stepchild, step-brother, step-sister, mother-in-law, father-in-law, grandparent, **grandparent-in-law**, or grandchild.

Section 3.23 Pyramiding. In no event shall the overtime and/or premium pay be pyramided or duplicated. If two (2) or more of the overtime or premium pay provisions are applicable to the same hours of work, only the applicable provisions yielding the largest amount of pay shall be applied and such amount shall satisfy the requirements of all other applicable pay provisions.

#### **ARTICLE IV – SENIORITY AND TRANSFER**

Section 4.1 Continuous Service. The term "continuous service" wherever used in this Agreement is the period of time that begins with an Employee's date of hire. If continuous service is broken for any of the reasons listed under a, b, c, d, e, f, or g below, continuous service shall start over with the Employee's most recent hiring date. Continuous service shall not be broken due to layoff or absence due to sickness, injury, leave of absence, or other legitimate reason approved by the Company.

However, an Employee's continuous service shall be broken if the Employee:

- a. Quits, or
- b. Retires, or
- c. Is discharged for just cause, or
- d. Has been laid off for a period of twenty-four (24) consecutive calendar months, or
- e. Is off work due to illness or injury (non-work related) for a period of twenty-four (24) consecutive months, or
- f. Fails to advise the Company of change in address or fails to report within a reasonable time when called, if, in addition, the Local Union is given forty-eight (48) hours in which to locate the Employee and arrange for the Employee to report to work.
- g. Accepts a Severance Allowance payment.

Section 4.2 Plant Seniority. The term "plant seniority" as used in this Agreement shall mean the period reflected by the Company's employment records of an Employee's continuous service at any single location of the Company. Any Employees accepting a position with the Company outside the bargaining unit shall accumulate seniority for a period of four (4) months, at the end of which time, all seniority shall be forfeited, unless the Company and the Union mutually agree to an extension.

Section 4.3 Department Seniority. The term "department seniority" as used in this Agreement shall mean the period reflected by the Company's employment records of an Employee's service in a department as designated in this Agreement.

Section 4.4 Master Seniority. All Employees under this Master Agreement on the date this Agreement was ratified (July 16, 1987) shall acquire a Master seniority date; such date will be the date of ratification (July 16, 1987). Such seniority will only be used and exercised in the event of the Employee's permanent layoff from one of the operating units covered by a Supplemental Agreement. In that event, such permanently laid off Employee may displace any other Employee in any other operating unit that in fact was hired after such date (ratification date). New Employees hired after the initial ratification date of July 16, 1987, will acquire a master seniority date effective with their permanent full-time employment date. Should an Employee so elect, his plant seniority date from that day forward shall be the same as his Master seniority date for purposes of layoffs, recalls, transfers, bidding vacation, scheduling personal

holiday, and internal plant assignments. Permanent layoff, for the purposes of this paragraph shall be defined as ninety (90) days in actuality or a layoff that is expected by the Company to exceed such duration. Under no circumstance will any Employee who exercises such seniority be eligible for severance pay as is defined in other contract language.

Section 4.5 Probationary Employees. Employees shall be regarded as on probation for the first ninety (90) days of their employment. Upon completion of the probationary period, the Employee's seniority shall be retroactive to the beginning date of his last period of continuous employment. There shall be no Company responsibility for the reemployment or continued employment of probationary Employees.

Section 4.6 Technology Changes. The Union and the Company recognize that compelling competitive conditions affecting a specific **location** may require changes in production processes, machinery and work methods. The Company **will** notify the Union at the earliest possible time of any plans to make substantial changes in existing production processes, machinery or work methods and to provide no less than thirty (30) days advance notice.

Section 4.7 Employees with sufficient seniority to work on any given day or part of a day, will work at their own jobs if their jobs are operating, provided it does not deprive an Employee with more seniority of work. This paragraph shall not apply to jobs filled by bid as follows:

- a. When a shift or job is abolished, or
- b. When an Employee takes a lower-rated job than his own while unable physically to perform his own job, or
- c. In case of change of classification under this Agreement.

Whenever an Employee's bid-in or assigned job is not operating and he exercises his seniority to take work in another classification on a temporary basis, he shall be paid for such time the wage rate for the classification of the work performed, **or their regular rate, whichever is higher.**

Section 4.8 Relief Jobs. The Company will establish permanently bidded relief classifications at the Commerce City Mill. Such classifications shall be paid at one dollar and fifty cents (\$1.50) below the highest paid classification they relieve. Permanently bidded relief positions for "highly skilled" jobs shall require the same commitment of time as the highest skilled job such positions relieve, except in such situations whereby a bid for a non-relief job within their relief classification becomes available. When the Company chooses to staff a temporary open position, the individual holding the relief will be assigned.

While working on such relief assignments, the Employee will be paid as follows: If such relief assignment is for more than two (2) hours, either continuously or cumulatively during the shift, he shall be paid for the entire day the rate of pay applicable to his regular classification or to the classification to which he has been relief assigned, whichever is higher.

Section 4.9 **If an Employee has not worked a job for five (5) years, the Employee can state that they do not want to be retrained and will be disqualified.**

Section 4.10 **All plant personnel, i.e., Millers, Wheat Mixers, Packers, etc., may perform production line, on site, quality control checks, outside the Laboratory Department.**

Section 4.11 Transfers. The parties hereto agree that it may be necessary to temporarily assign workers to work other than that designated by their regular bid-in or weekly assigned pay classifications. It is understood and agreed that an Employee will perform work anywhere in the plant at the direction of the Company, provided that the vacancies will be offered on the basis of seniority and qualifications.

While working on a temporary assignment, Employees will be paid as follows: If the temporary assignment is for more than two (2) hours, either continuously or cumulatively during the shift, they shall



be paid for the entire day the rate of pay applicable to their regular classification or to the classification to which they have been temporarily assigned, whichever is higher.

Section 4.12 In case a new classification is established, the rate for the new classification will be determined by negotiation between the Local Union and the Company prior to the end of thirty (30) days which shall be retroactive to the day the Employee first worked in the new classification. Whenever the duties, responsibilities, or other job content of any classification have changed substantially, either party to this Agreement may request a meeting with the other for the purpose of arriving at a satisfactory adjustment in the rate of pay for the job.

Section 4.13 It is understood that nothing in the preceding paragraphs precludes an Employee from agreeing to accept a lower rate of pay while serving as an apprentice or while in training for a job paying a higher rate. An Employee will be deemed qualified for the rate of pay of the job involved when he satisfactorily performs the duties with no more supervision than is required by other qualified workers on the same job.

Section 4.14 Traveling Employees. An Employee who is requested and agrees to work temporarily in another city for the Company will be reimbursed at the rate of ten cents (10¢) per mile travel allowance, if the Company requests and he furnishes his own transportation, plus all other reasonable and legitimate expenses and will be paid for his compensable time at applicable straight-time, overtime, or premium compensation, the hourly rate for the job at the plant where he is regularly employed or at the location where it is performed, whichever is higher.

Section 4.15 Emergency Breakdown or Scheduled Project Work. The Company shall have the option to assign maintenance employees by seniority and qualifications at any location. This does not include routine maintenance.

Section 4.16 Job Posting and Promotions.

- a. Unless departmental seniority provides otherwise, when a vacancy for any job covered by the classification contained in this Agreement occurs or when any new jobs are created within the bargaining unit, procedure as set forth in this section will be followed.
- b. When immediate action is necessary in order to avoid interruption of operations, the proper supervisor may appoint temporarily any available Employee. Bidding for the job shall then be conducted in accordance with paragraphs (c) and (d) of this section.
- c. Notice of prospective vacancies shall be promptly posted on the bulletin boards of all locations for three (3) consecutive working days. At the end of the three (3) working day period, such vacancies shall be filled as follows:
  1. First, by the senior Employee within the location (where the vacancy exists) having the ability and physical qualifications to perform the job.
  2. Second, by the senior Employee within the bargaining unit from another location having the ability and physical qualifications to perform the job.
  3. Third, by the hiring of a new Employee into the bargaining unit.

It is understood and agreed that in the application of the above, the second and third steps may not be appropriate where the application off) below is applied.

- d. A senior regular Employee, if absent due to illness, vacation, or permitted leave of absence, shall, upon his return to work, be allowed three (3) days to exercise his seniority, and the Employee assigned to the job during the absence of the senior man shall be returned to his former classification and rate of pay, as shall all others affected by the change.

- e. In the event that a Regular Employee bids on a job and is assigned to it, he shall be given a fair trial, and if unable to satisfactorily perform the duties of the new job, he shall be returned to his old job, without loss of seniority. In the event that an Employee bids on a job, is assigned to it, and the Company discontinues this job at a later date, after the Employee has qualified, he will be returned to the job to which his seniority entitles him.
- f. In the event no Employees bid on the posted job openings it will be incumbent on the least senior Employee to fill the subject vacancy.
- g. Employees awarded a job bid shall be paid that classification's wage rate immediately.**

Section 4.17 Leaves of Absence. The Company agrees to consider reasonable request for leaves of absence not to exceed sixty (60) days to Regular Employees when such leaves may be taken without impairment of the operations of the plant where the Employee works. No such leave shall be granted where it is thought that the reason for such request is to take other employment. The sixty (60) day maximum period may be waived in the case of illness, convalescence, or other exceptional circumstance. It is further agreed that no more than one (1) regular Employee from each plant shall be granted a leave of absence if elected or appointed to a full-time Union position requiring long term absence from work. Such leave of absence will be granted for a period not to exceed the expiration of such union office term(s). During the term of said Union office leave, benefits such as Health and Welfare, pension, 401k, vacation and personal day accruals shall be suspended. Earned entitlements such as unexercised vacation, earned personal days and pro-rata vacation shall be paid at the commencement of said leave.

Employees returning to work from such leaves of absence shall return to the classification they occupied at the time their leaves become effective (seniority and qualifications being sufficient) as shall all others affected by the change. The Company shall notify the Union in writing of all leaves of absence granted.

Section 4.18 Lunch Periods. "Lunch period" means a period of 20 minutes agreed upon between the Company and the Union during which an Employee is not permitted to leave the plant and during which he will not be interrupted unless business needs require.

Section 4.19 Special Considerations. Regular Employees whose earning capacity is limited because of age or disability will be employed, where practical, on light work at a wage suitable to the Company and the Union.

Section 4.20 Negotiating Committee. Employees who are designated members of Negotiating Committees by the Bargaining Unit shall be reimbursed by the Company at their Regular Hourly Rates for time lost from employment while engaged in negotiations. This provision shall not, however, apply to grievance procedure nor to time devoted to arbitration proceedings as provided for in this Agreement. Not more than one (1) Employee from any one (1) Appendix population shall be entitled to receive pay for time lost under this provision, and the negotiations for which time lost shall be paid shall be limited to the time necessarily and reasonably employed in negotiations, if any, relative to a renewal, revision, or modification of this Agreement at the close of the term as herein provided.

Section 4.21 Safety Provisions. A safety committee of two (2) members shall be maintained during the term of this Agreement. The Committee shall be composed of one (1) Union Member, preferably a maintenance man or in his absence a Union Steward, and one (1) person from the Company. The duties of the Committee will be to make monthly observations of the plant and report any dangerous conditions encountered. Such inspections must be made on Company time and completed once each month.

A copy of the report resulting from these safety observations will be made available to the Labor

Relations Committee for discussion at their next regular meeting. The Company and the Union agree that our safety program has been elevated to a level of mutual participation and resolution in an effort to reduce work related injuries and improve the safety awareness of our Employees. It is further agreed that working in a safe manner is a condition of employment.

Section 4.22 **Non-Discrimination.** The Company and Union are committed to maintaining a work environment that is free from discrimination. It is agreed between the parties to this Agreement that except as required to meet the provisions of applicable federal or state laws, the provisions of the Agreement shall be applied to all Employees without regard to race, ethnicity, color, religion, age, **pregnancy**, gender identity, gender expression, sexual orientation, citizenship status, marital status, family status, veteran's status, active military status, national origin, disability, genetic information or any other legally protected class. Any masculine term used in this Agreement shall be understood to include the feminine and vice versa and no distinction on the basis of gender shall be inferred from the use here in of any such masculine or feminine term.

Section 4.23 **Sanitary Conditions.** **The Company agrees to furnish a sanitary drinking fountain and to provide warm water where showers are maintained. The Company agrees to keep the drinking fountains, washrooms and toilets in a clean and sanitary condition, and at flour mills to furnish proper dressing rooms with sufficient lockers for all Employees and to maintain the same in a clean and sanitary condition. The Employees, on their part, agree to cooperate in maintaining such sanitary conditions. The Company and the Union agree to work together to resolve any inadequacies in the current break rooms, restrooms, and parking facilities.**

Section 4.24 **Uniforms.** The Company will provide each Employee with six (6) sets of uniforms per year. It is the Employee's responsibility to launder and maintain said uniforms. Wearing of the uniforms shall be mandatory.

Section 4.25 **Rest Periods.** It is the intent of the parties hereto that all Employees will be provided with rest periods. Provided operations permit, a fifteen (15) minute relief period shall be granted in the forepart and after part of each shift.

Section 4.26 **Sunday Work Responsibility.** The Company agrees to notify its Employees at least forty-eight (48) hours in advance, if possible, when Sunday work is anticipated, and it is agreed and understood that all Employees will perform work on Sunday, if possible, when notified forty-eight (48) hours in advance.

Section 4.27 **On-the-Job Injury.** Any Employee who is injured on the job shall receive pay for the day on which he is injured of not less than the number of hours worked by other Employees employed in the same department as the injured Employee, nor more than eight (8) hours, whichever is less; provided that the injury is sufficiently serious to require medical or surgical attention.

Section 4.28 **Information.** On January 1st of each year, the Company will provide the Union with an up-to-date seniority list and the Union will provide the Company with a list of new officers and department stewards.

## **ARTICLE V – PAID TIME OFF**

Section 5.1 **The annual Paid Time Off (PTO) accrual is available for use at the beginning of each fiscal year beginning June 1<sup>st</sup> and will be earned by day, based on active employment.**

Section 5.2 **The annual PTO accrual is outlined in the table below based on years of service. The annual PTO accrual will be reflected in hourly increments on Employees' pay statements.**

<b>Years of Service</b>	<b>Annual Benefit</b>
<b>0 to 3 yrs.</b>	<b>15 days (120 hours)</b>
<b>4 to 9 yrs.</b>	<b>20 days (160 hours)</b>
<b>10 to 19 yrs.</b>	<b>25 days (200 hours)</b>
<b>20 + yrs.</b>	<b>30 days (240 hours)</b>

The Company will pay Employees eligible for five (5) or six (6) weeks of vacation at the ratification of the new cba, (Employees hired before October 1, 2000), twenty-four (24) hours of pay at their straight time hourly rate for each year of the new cba (e.g., if cba is for five (5) years these Employees will be paid 120 hours). This payment will include the annual wage increases through the term of the new cba and will be made within 45 days of ratification of the new cba. This provision will apply to the remainder of their employment with Ardent Mills.

**Section 5.3** The annual PTO accrual will be pro-rated based on date of hire. Employees will be eligible for PTO immediately upon hire.

**Section 5.4** Increases to the annual PTO accrual due to service increases will be recognized at that beginning of the fiscal year in which the service date increase occurs.

**Section 5.5** PTO will be paid based on an Employee's regular hourly rate of pay at 8.8 hours. PTO may be used in 1/2-hour increments. All PTO should be used in the fiscal year it was granted. If Employees do not use all of their PTO by the end of the fiscal year, the amount of their annual PTO benefit for the new fiscal year will be capped so it does not exceed the maximum PTO amount listed in the table above.

**Section 5.6** When foreseeable, team members must obtain advance approval from their manager or supervisor before using PTO. Team members should follow plant work rules for call-in procedures and notifications when advance approval is not possible. The Union Stewards will maintain the weekly staffing schedule.

**Section 5.7** PTO requests will be granted by the Company considering both the wishes and seniority of the Employees and the requirements of plant operations. Senior Employees will be given preference for PTO provided they make their selection before February 15 each year. The Company maintains the discretion to approve or deny PTO requests based upon business needs.

**Section 5.8** Ardent Mills may require that PTO be used in lieu of taking unpaid time-off.

**Section 5.9** PTO will count towards hours worked for the purposes of calculating overtime.

**Section 5.10** Employees who are on an approved leave of absence will be eligible for PTO during their leave. Employees must use any accrued PTO to pay hours missed from work during the waiting period prior to short-term disability. Employees may use PTO to supplement any reduced pay or unpaid short-term absence due to an approved disability or unpaid leave under the Family Medical Leave Act.

**Section 5.11** Employees who have been employed for at least twelve (12) months may sell back to Ardent Mills up to a maximum of forty (40) earned hours per fiscal year. Time can be sold back in 1/2-hour increments. PTO time sold back will not count towards daily or weekly overtime.

**Section 5.12** At the end of employment, the amount of PTO Employees earned as of that date and not used will be paid on their final paycheck. Team members may not use PTO to extend a termination date. PTO paid when employment ends is based upon the earned schedule below:

<b>Years of Service</b>	<b>PTO Hours Earned Per Day</b>
<b>0 to 3 yrs.</b>	<b>.33 Hours</b>
<b>4 to 9 yrs.</b>	<b>.44 Hours</b>
<b>10 to 19 yrs.</b>	<b>.55 Hours</b>
<b>20 + yrs.</b>	<b>.66 Hours</b>

## **ARTICLE VI – GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 6.1** A Labor Relations Committee shall be established for each plant. The Local Union shall select a representative from each major department and the chief steward who has been in the continuous service of the Company for at least one (1) year. This committee and representatives of the Company shall constitute the Labor Relations Committee. The purpose of the Committee is to meet to discuss any affairs that are of mutual concern to both parties.

**Section 6.2** The Labor Relations Committee shall give immediate attention to all grievances brought before it, and decisions reached will be in writing and signed by the Company and the Union.

**Section 6.3** In the event of any dispute arising regarding the interpretation or application of any of the terms of this Agreement or any other grievance dispute or alleged violation of this Agreement, all matters shall continue unchanged in the plant, without any interruption pending such final adjustments and without any strikes, lockouts, interruptions to or interference with the production, by the Company, the Union, or its members.

**Section 6.4** Routine problems that may arise should be addressed by the Steward and Supervisor as soon as possible in order to be resolved. If Employees believe they have a grievance, they may submit such grievance to the Company within fifteen (15) calendar days from the time the Employee is aware of the event(s) on which the grievance is based. An earnest effort will be made to settle such grievances per the procedure described in this Section.

If any claim is made by a non-probationary Employees that their discharge or suspension was made in violation of the terms of this Agreement, the claim shall be made within seven (7) calendar days after the Employee's discharge or suspension. Grievances not submitted within the time limits will be forever barred.

- a. **First Step.** The aggrieved Employee will discuss the grievance with his immediate superior and a union steward. If no agreement is reached within twenty-four (24) hours, then
- b. **Second Step.** The Employee and the steward in the department where the grievance or dispute occurred will submit the grievance in writing and discuss the matter with the head of the department and the Local Union business agent. If no agreement is reached within the next three (3) normal working days (Monday through Friday), then
- c. **Third Step.** By conference between the appointed representatives of the Union and

Company.

If a settlement is reached at the second or third step, it shall be in writing and signed by the Company and Union.

If a settlement does not result from the third step and if the grievance relates to the interpretation or application of the provisions of this Agreement, the grievance may be referred by any party to an impartial arbitrator.

Section 6.5 Following the conclusion of the Third Step meeting wherein a settlement does not occur and arbitration considerations are being weighed, the Local Union President may request a meeting with the Plant Manager. When such a request is made, they shall meet for the purpose of making a final attempt at resolving the grievance.

Notwithstanding the above, if a grievance is to be referred to an impartial arbitrator, notification of such intent shall be given by the Local Union representative by Certified Mail to the Company's Director of Labor Relations, within thirty (30) calendar days of the Third Step meeting at which the grievance was considered.

Section 6.6 If the Company and Union are unable promptly to agree upon an impartial arbitrator, the parties will request a list of seven arbitrators from the Federal Mediation and Conciliation Service. The impartial arbitrator shall be designated in accordance with the rules and procedures of the Federal Mediation and Conciliation Service.

Section 6.7 The arbitrator shall have the authority to act only with respect to grievances relating to the interpretation or application of the provisions of this Agreement, and the arbitrator's decision shall be final and binding on all parties involved. The arbitrator shall have no authority to amend, change, alter, or modify any terms of this Agreement.

Section 6.8 No grievance shall be subject to arbitration unless it has been processed through all the steps of the grievance procedure as outlined above in this section.

Section 6.9 Arbitration may not be resorted to as a substitute for negotiations provided for in this Agreement.

Section 6.10 Each party shall pay its own expenses incurred in arbitration. All other expenses of arbitration, including the fees and expenses of the Arbitrator, the fees of the court reporter if used, and the cost of the hearing room, shall be borne equally by the Company and the Union.

Section 6.11 During any dispute, complaint, or grievance, the Employees concerned shall continue to work under the conditions existing prior to the time the dispute, complaint, or grievance arose, unless discharged by the Company.

Section 6.12 If the arbitrator shall find that an Employee has been unjustly discharged, the Employee shall be given an opportunity to return to work. If the Arbitrator also finds that the Employee should be paid for any time lost, the payment for time lost shall be determined by the Arbitrator.

Section 6.13 Time limits set forth in this Section may be extended by mutual agreement of the parties.

## **ARTICLE VII – CONTRACTING OUT OF WORK**

Section 7.1 The Company will not contract out work customarily performed by Employees on the Company's premises unless:

- a. Employees are not qualified by reason of lack of skill or experience to do the work required,

- or
- b. The necessary tools or equipment are not available at the plant, or
- c. The work cannot be completed by Employees within required time limits.

**Section 7.2     The Company may contract out janitorial duties for all break rooms and rest rooms.**

Section 7.3     At least seven (7) days before contracting out of work, the Company will meet with the Union Stewards, Business Agent or Local Union Representative to explain the kind of work to be contracted out, why it is necessary to contract out the work, and the approximate time which will be required to perform the work. The notice requirement will not be applicable in cases of breakdowns or other exceptional situations requiring immediate attention.

## **ARTICLE VIII - LAYOFFS AND SEVERANCE**

Section 8.1     Layoffs. Unless department seniority or local Appendix provides otherwise, when it becomes necessary to reduce the working time of an Employee by as much as eight (8) hours or more at any location covered plant seniority shall apply with respect to all Employees, qualifications being sufficient. It will be the practice to lay off the Employee having the shortest period of plant seniority. Some leeway is necessary to the Company in the application of this rule in order to provide for instances where specialized skill, and/or ability necessitates that exceptions be made in order to insure efficient and continuous plant operations. During layoff, **the Company** will communicate with **Employees** on an **as needed** basis. **All efforts should be made to offer work to Employees laid-off during a partial lay-off before offering daily overtime to working Employees.**

Section 8.2     In case of a partial plant layoff during the forty (40) hour workweek, plant seniority shall apply with respect to all Employees, qualifications being sufficient. It will be the practice to layoff the Employee having the shortest period of plant seniority. Employees with sufficient seniority to work will first fill the vacancies created by the layoff. During a partial layoff, all efforts should be made to work the Employees laid off before offering overtime. (This does not include weekends or holidays).

Section 8.3     Recall. In recalling, seniority shall prevail and the practice will be that the Employee with the longest plant seniority will first be recalled, but the same leeway shall be due the Company as is provided for in the case of layoffs under the preceding paragraph.

Section 8.4     Severance Pay. Employees who have completed one (1) or more years of continuous service with the Company and who are permanently laid off due to lack of work caused by management action in initiating any of the following changes, shall be eligible for severance pay:

- a. Technological improvements in facilities or equipment.
- b. Changes in methods of production, processing, shipping, receiving, materials handling or distribution, etc.
- c. Permanent closing of a plant, department, or part of a department or other permanent reductions in the total plant working force.

Section 8.5     Employees shall not be eligible for severance pay:

- a. In the event of discharge for just cause or resignation;
- b. In the event of death; or
- c. In the event an Employee is offered and accepts employment elsewhere with the Company.

Section 8.6     "Permanently laid off" **means** a layoff resulting from the application Section 8.1 above. Temporary layoffs which extend beyond twenty-four (24) months shall also be considered permanent layoffs for the purpose of this Section. Employees who are to be permanently laid off as a result

of plant closures will be given an opportunity to signify their desire for transfer and will be considered for transfer to other Company locations where vacancies exist.

Section 8.7 **Bumping.** Employees displaced as a result of the elimination of **their** regular job and who **are** also eligible for severance pay may have the option of accepting the layoff and receiving severance pay or exercising seniority under the provisions of this Agreement or **applicable** Appendix to claim another job. If **Employees** choose to exercise **their** seniority to claim another job and displace another eligible Employee with a higher, the same, or next lower classified hourly rate, the **displaced** shall have the option of accepting the layoff and receiving severance pay or exercising seniority under the provisions of this Agreement or **applicable** Appendix to claim another job.

Section 8.8 Severance Allowance for eligible Employees who are permanently laid off shall be based upon length of continuous service with the Company. An eligible Employee who has completed one (1) full year of continuous service shall receive a Severance Allowance of one (1) week's pay (40 hours) at his classified straight-time rate. For each additional year of continuous service an eligible Employee will receive one week's pay (40 hours) at **the applicable** straight-time classified rate.

Section 8.9 The severance pay will be payable to eligible Employees in one lump sum after it has been determined that a reduction of the work force is a permanent layoff of any Employee. The amount of the severance pay will be based on the eligible Employee's continuous service at the time he is laid off from active work, provided he has been notified in writing by the Company that his permanent layoff would become effective on that day.

Section 8.10 An eligible Employee who has been on temporary layoff for a period of 180 or more consecutive calendar days may exercise the option of accepting severance pay or retaining his recall rights. When the Employees exercises **their** option of accepting severance pay, **their** continuous service for the purpose of computing his severance pay shall include the first 180 consecutive days of layoff.

Section 8.11 Except in the case of a permanent closing of a plant, an eligible Employees may choose to defer receipt of the Severance pay until **the end of the Employee's allowable recall period.** In the case of a permanent closing of a plant, an eligible Employees shall receive **their** severance pay no later than thirty-one (31) calendar days after the last day he is actively at work with the Company. Severance pay to which an Employee is eligible and due will be payable to the Employee's dependents or estate in the event of his death prior to payment.

Section 8.12 Upon receipt of severance pay, an Employee relinquishes all recall, seniority, and employment rights with the Company.

## **ARTICLE IX – SUSPENSION AND DISCHARGE**

Section 9.1 The Company has the right to suspend or discharge any Employee for just cause. The Company will notify the Employee and the Union in writing of the reason for such suspension or discharge.

Section 9.2 All discipline that appears in an Employee's individual personnel file will be considered null and void in future corrective disciplinary action upon its first anniversary, except discipline that involves Employee, product and property safety.

Section 9.3 Anything not listed in this Agreement remains exclusively vested with the Company and the Union can grieve pursuant to the grievance and arbitration procedure.

## **ARTICLE X – LABORATORY DEPARTMENT**

Section 10.1 The following classification and wage scale shall be set forth below:



<b>Classification</b>	<b>07/20/20</b>	<b>07/19/21</b>	<b>07/18/22</b>	<b>07/17/23</b>	<b>07/15/24</b>
Lab Technician	\$30.13	\$31.03	\$31.96	\$32.84	\$33.74

**Section 10.2 Department Seniority.** Lab Department will maintain its own department seniority including vacation scheduling. Lab Employees can volunteer to work in production areas on the basis of their qualifications as the least senior Employees in these departments.

**Section 10.3 Starting Times.** Starting times can vary by mutual agreement between the Company and Employees in the best interest of production and the Employees involved.

**Section 10.4 Vacancies.** The procedure for filling vacancies shall be as follows:

- a. These positions shall be put up for bid.
- b. The Laboratory bids will be first awarded to Lab Employees.**
- c. Selections for these positions will result from a Company designated **evaluations** which will measure aptitude interest and other skills, performance and characteristics. The Union may challenge the reasonableness of any **evaluation** which is implemented by the Company.
- d. Seniority shall be applicable in the event there are multiple bidders, and if the minimum evaluation scores have been met and all other factors are equal.**
- e. Employees, at their request, will be advised of their performance on tests and shall not be restricted in the number of times **they may apply to any future open position.** ~~test.~~
- f. Lab bidders will not be allowed to bid off **to a different** job for two years.
- g. Successful bidders will be required to complete all necessary Company-required training programs. Training will be conducted on straight time if possible. If not, the appropriate overtime premium will be paid.

**Section 10.5 Negotiation Committee.** A member of the Laboratory Department will be able to attend negotiations with the company to represent their department.

## ARTICLE XI - MAINTENANCE DEPARTMENT AND APPRENTICESHIP PROGRAM

**Section 11.1** Entry into the maintenance department will be either through the Maintenance Apprenticeship Program (MAP) or by hiring in from outside the plant. In either case, selection of maintenance department personnel will result from a Company-designated evaluation to measure maintenance aptitude, interests, and other skills, performance and characteristics.

**Section 11.2** To fill a maintenance position, a permanent bid will be posted plant-wide. All bidders will be required to take the maintenance evaluation with the following understandings:

- a. If a qualified candidate is not identified from the pool of eligible bidders after the evaluation process, the position will be filled from outside the plant.
- b. Employees in the MAP will hold a bid classification of Maintenance Apprentice, but will be paid in accordance to their evaluation result.
- c. Once in the MAP, ~~an~~ Employees must show improvement through further evaluations and job performance reviews twice per year, in order to retain their permanent Maintenance Department bid.

- d. Employees will remain classified as "Maintenance Apprentice" for the minimum period of three (3) years and a maximum period of four (4) years. Once ~~an~~ Employees successfully completes the MAP, they will no longer be required to improve their evaluation score to remain in the Maintenance Department.
- e. Successful completion of the MAP is defined as meeting all requirements listed in this Exhibit B, including successfully achieving and maintaining an evaluation score equivalent to the original bid requirement by which an Employee entered into the MAP.
- f. While classified as a Maintenance Apprentice, evaluations for advancement to the next highest maintenance pay rate shall be conducted at one-year intervals.
- g. Maintenance Department Employees not classified as a Maintenance Apprentice shall have the option of being evaluated for advancement to the next highest maintenance pay rate. This ~~Such~~ option may be exercised annually.

Section 11.3 General articles governing the implementation and administration of the Maintenance Evaluation/Apprenticeship Program are as follows:

- a. In order to qualify for the next highest maintenance pay rate, each eligible Employee must take the appropriate evaluation and attain a higher score than previously attained.
- b. If an Employee in the MAP is scheduled to attend a Company-sponsored class during their working hours, they will be paid and required to attend.
- c. Employees in the MAP are required to meet all program criteria in order to retain their bid-in job. Employees **who do not meet this obligation** will be disqualified from the Maintenance Department and will be reclassified to the **Forklift Palletizer Operator** classification. Shift assignment will be in accordance with current contractual language. Such disqualified individuals shall continue to be paid at their last Maintenance Department wage rate for up to twenty-six (26) weeks following reclassification, or until they successfully bid on another classification, whichever comes first.

Section 11.4 Qualified and Disqualified.

- a. Any Employee who becomes disqualified from the MAP will be ineligible to bid on any maintenance job for a period of three (3) years.
- b. Any Employee who becomes ineligible for the MAP due to their entrance evaluation score will be eligible to re-bid and re-evaluate when the next available MAP position becomes available.

**Section 11.5** Maintenance On Call. **Maintenance Department Employees, excluding the Control Technician and Apprentices, agree to participate in a rotating "on call" program. One (1) Employee from the Maintenance Department will carry an electronic communications device at all "on call" times during non-working hours. The assignment of "on-call" duties will rotate among the Employees in the classification on a weekly (7 days) basis without regard to seniority. Maintenance Employees on call agree to respond to a call within fifteen (15) minutes and to be available and in a condition to safely return to work if called.**

- a. **When Maintenance Employees are called back to work they will receive four (4) hours of pay at the applicable overtime or premium rate.**
- b. **The Maintenance on-call rate will be \$30.00 per each day on-call.**

- c. **Employees called back will be allowed seven (7) hours of rest before reporting for their regularly scheduled shift and may report after their normal start time when necessary and leave at their normal quitting time.**

**The Control Technician agrees to be on-call for all electrical-related work. The Control Technician agrees to respond to a call within fifteen (15) minutes and to be available and in a condition to safely return to work if called. The Control Technician will not receive on-call pay as it is accounted for in the Control Technician’s straight-time rate of pay. If the Control Technician refuses a call-in, the Company will utilize an outside contractor.**

Section 11.6 Classifications and Wage Rates.

<b><u>Maintenance Department</u></b> <b><u>Classifications and Wage Rates</u></b>	<b>10/5/20</b>	<b>7/19/21</b>	<b>7/18/22</b>	<b>7/17/23</b>	<b>7/15/24</b>
Control Technician	\$39.53	\$40.72	\$41.94	\$43.09	\$44.28
Maintenance I	\$38.25	\$39.40	\$40.58	\$41.70	\$42.85
Maintenance II	\$35.07	\$36.12	\$37.21	\$38.23	\$39.28
Maintenance III/Lubrication Technician	\$33.48	\$34.48	\$35.51	\$36.46	\$37.49
Millwright I	\$31.90	\$32.86	\$33.84	\$34.77	\$35.73
Millwright II	\$28.70	\$29.56	\$30.44	\$31.28	\$32.14
Millwright III	\$26.82	\$27.63	\$28.45	\$29.24	\$30.04
Apprentice A	\$25.70	\$26.47	\$27.26	\$28.01	\$28.78
Apprentice B	\$24.84	\$25.59	\$26.36	\$27.08	\$27.83
Apprentice C	\$23.21	\$23.90	\$24.62	\$25.30	\$25.99
Parts Inventory Clerk	\$23.21	\$23.90	\$24.62	\$25.30	\$25.99

**ARTICLE XII – CLASSIFICATIONS AND WAGE SCALE**

Section 12.1 The classifications, wage rates and effective dates shall be in the applicable **Article or Appendix** and shall remain in effect for the duration of this Agreement, unless modified by appropriate procedures provided for in this Agreement. Nothing contained in this Agreement shall be construed as requiring the Company to fill any job classification listed in any Appendix which is not now filled.

Section 12.2 Leads. The Company reserves the right to establish and/or discontinue lead positions as necessary. If the Company determines a lead position shall be established, the Company and the Union’s Business Agent shall mutually agree upon whom will fill the lead position. When established, the applicable pay rate shall be designated by the Company, however, the lead position shall be minimally compensated at one dollar (\$1.00) above the pay rate applicable to the highest paid classification lead.

**ARTICLE XIII – PENSION PLAN**

Section 13.1 Employees hired before January 1, 2016, shall be eligible to participate in the Ardent Mills, LLC Pension Plan For Union Employees **until December 31, 2024**. Employees hired on or after January 1, 2016 shall not participate in this Plan.

Section 13.2 **Effective January 1, 2021**, the benefit level shall be **fifty dollars (\$50.00)** per month per each year of credited service.

Section 13.3 Complete details of the Ardent Mills, LLC Pension Plan For Union Employees are described in the Summary Plan Description (SPD), which has been provided to the Union. Except as otherwise provided in this Agreement, nothing contained in this Agreement shall supersede the actual terms of the Plan as described in the SPD nor prevent the Company from making changes to the Plan or SPD from time to time.

## ARTICLE XIV – 401(K)

Section 14.1 The Ardent Mills 401k For Union Represented Employees is a tax-deferred 401(k) Retirement Plan that makes it easy to save money through automatic payroll deductions with a variety of investment options.

Section 14.2 **Effective January 1, 2021**, Employees hired before January 1, 2016 shall be eligible to participate according to the Plan's provisions and the Company will match Employee contributions at a rate of forty percent (40%) on the first four percent (4%) of Employee contributions. **In addition, the Company will pay Employees hired on or after January 1, 2016 an annual allocation equal to two percent (2%) of their applicable income (first payment to be made in March of 2022).**

Section 14.3 **Effective January 1, 2025**, Employees hired before January 1, 2016, shall be eligible to participate according to the Plan's provisions and the Company will match Employee contributions at a rate of fifty percent (50%) on the first five percent (5%) of Employee contributions. **In addition, the Company will pay Employees hired on or after January 1, 2016 an annual allocation equal to two percent (2%) of their applicable income.**

Section 14.4 Employees hired on or after January 1, 2016, shall be eligible to participate according to the Plan's provisions and the Company will match Employee contributions at a rate of fifty percent (50%) on the first five percent (5%) of Employee contributions. In addition, the Company will pay Employees hired on or after January 1, 2016 an annual allocation equal to two percent (2%) of their applicable income.

Section 14.5 Additional details regarding the Ardent Mills, LLC 401k For Union Represented Employees are described in the applicable Summary Plan Description which has been provided to the Union. Except as otherwise provided in this Agreement, nothing contained in this Agreement shall supersede the actual terms of the Plan as described in the SPD nor prevent the Company from making changes to the Plan or SPD from time to time.

## ARTICLE XV – INSURANCE BENEFITS

Section 15.1 **Employees may participate in the Ardent Mills' Medical, Dental and Vision Model Plans – same as salaried Employees. Employees will also pay the salaried Employee contribution rates for the Medical, Dental and Vision Plans.**

Section 15.2 The above medical, dental, and vision benefits and claims procedures will be described in respective Summary Plan Description (SPD) documents, copies of which will be made available to the Union. Except as otherwise provided in this Section, nothing contained in this Agreement shall supersede the actual terms of the plan as described in the SPD nor prevent the Company from making changes to the plan or SPD from time to time.

Section 15.3 In the event of layoff, medical benefits shall continue to be provided for an additional six (6) months beyond the month in which layoff occurs. Laid-off Employees shall be responsible to submit payment of the Employee contribution cost share directly to the Company.

Section 15.4 Employees off work due to illness or injury (non-work related) shall receive continued medical benefits for twenty-four (24) months beyond the onset of the illness or injury and shall be responsible to submit payment of the Employee cost share directly to the Company. At the end of the period, employment and benefits will cease and then the individual will be entitled to the remaining COBRA entitlement as provided by law.

Section 15.5 **In the event of an Employee death, the surviving spouse and/or eligible dependents will be entitled to six (6) months of Company paid COBRA medical benefits on a case-**

**by-case basis. At the end of the paid COBRA benefit, the surviving spouse and/or eligible dependents will be entitled to the remaining unpaid COBRA benefit as provided by law.**

Section 15.6 The selection of a specific insurance carrier, provider, network, or alliance will be at the Company's option and may be changed by the Company during the term of the Agreement.

Section 15.7 Life Insurance. Employees are eligible to participate in the Ardent Mills, LLC Life Insurance Plan according to the Plan's provisions. The Plan will provide the following benefits at no cost to Employees:

- a. Basic Employee Life: 1X an Employee's annual straight time pay based on a forty (40) hour workweek;
- b. Based Employee AD&D: 1X an Employee's annual straight time pay based on a forty (40) hour workweek (in addition to the 1X Basic Employee Life Benefit);
- c. Spouse Life: Two thousand Dollars (\$2,000.00)
- d. Dependent Life: Two thousand Dollars (\$2,000.00)

Employees may also purchase supplemental Employee life, Employee AD&D, spouse life, and dependent life insurance.

Section 15.8 Short Term Disability: The STD Policy will pay **70%** of an Employee's straight time hourly rate based upon a forty-hour week. Benefits are for a maximum of twenty-six (26) weeks, commencing on the first (1<sup>st</sup>) day of an accident or hospitalization (to include outpatient surgery), and on the **sixth (6<sup>th</sup>)** day of illnesses not requiring hospitalization.

## **ARTICLE XVI – STRIKES AND LOCKOUTS**

Section 16.1 During the life of this Agreement there will be no strikes, interruptions to or interference with the production by the Union or its members, lockouts by the Company, except those resulting from inability to reach an agreement at the expiration date of this Agreement.

Section 16.2 Any authorized legal strike that may be called on or after the expiration of the Agreement in an effort to secure changes in or a new Agreement shall not be deemed a breach of the provisions of any Appendix restricting or prohibiting strikes or work stoppages during the life of the applicable Appendix.

Section 16.3 Any authorized legal strike that may be called on or after the expiration of the Appendix at any location in an effort to secure changes in or a new Appendix at such locations shall not be deemed a breach of the provisions of this Agreement restricting or prohibiting strikes or work stoppages during the life of this Agreement.

Section 16.4 Non-bargaining unit employees whose work is required for plant protection during any shutdown shall be permitted to perform the services without interference from The Bakery, Confectionery, Tobacco Workers and Grain Millers, International Union or Local Unions, or members of these Unions. The Union and the Company will agree who will perform such work.

## **ARTICLE XVII – DRUG AND ALCOHOL POLICY**

The storage, possession, transfer, sale and/or use of alcoholic beverages and illegal substances on Company premises or during working hours is prohibited. The Company maintains a Drug and Alcohol Policy which has been provided to the Union. The Company will notify the Union of any changes to the Drug and Alcohol Policy.

## **ARTICLE XVIII – CONDITIONS AND DURATION**

Section 18.1 This Agreement cancels each and all previous Agreements between the Company and the Union and constitutes the entire agreement between the parties. No changes shall be made to this Agreement without agreement between a representative of the Ardent Mills Law Department and the Local Union involved.

Section 18.2 This Agreement shall take effect on **October 5, 2020**, and remain in full force and effect until and including **July 20, 2025**, and from year to year thereafter unless either party gives notice to the other party sixty (60) days prior to **July 20, 2025** or sixty (60) days prior to any anniversary date thereafter, or its desire to amend or terminate this Agreement. Both notices shall be by email or Certified Mail, Return Receipt Requested to the other party of its desire to do so.

Section 18.3 Notice to the Company shall be addressed to:

Ardent Mills, LLC  
Employment and Labor Counsel  
1875 Lawrence Street, Suite 1500  
Denver, Colorado 80202

Section 18.4 Notice to the Union shall be addressed to:

The Bakery, Confectionary, Tobacco Workers and Grain Millers  
International Union Local No. 26  
Local President  
925 South Niagra Street, Suite 380  
Denver, Colorado 80224

Section 18.5 Notices may be directed to other addresses that either party furnishes the other.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be signed by their duly authorized officers or members, the day and date first above written.

BCTGM LOCAL No. 26

ARDENT MILLS, LLC

\_\_\_\_\_  
President

\_\_\_\_\_  
Plant Manager

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Committee Member

**APPENDIX ONE  
FOR APPLICATION AT THE COMMERCE CITY (OMOR) MILL  
COMMERCE CITY, COLORADO**

**OCTOBER 5, 2020 – JULY 20, 2025**

**ARTICLE I – DEPARTMENTS, CLASSIFICATIONS AND WAGE RATES**

Section 1.1 Effective on the date indicated, classification and wage scale shall be by department as set forth below:

<b>Department and Classification</b>	<b>10/05/20</b>	<b>07/19/21</b>	<b>07/18/22</b>	<b>07/17/23</b>	<b>07/15/24</b>
<b><u>Mill Department</u></b>					
<b>Shift Miller</b>	\$31.90	\$32.86	\$33.84	\$34.77	\$35.73
<b>Assistant Miller</b>	\$27.19	\$28.01	\$28.85	\$29.64	\$30.46
<b><u>Elevator Department</u></b>					
Elevator Operator	\$25.24	\$25.99	\$26.77	\$27.51	\$28.26
Feed Loader	\$24.83	\$25.58	\$26.35	\$27.07	\$27.81
<b><u>Packing, Loading and Warehousing</u></b>					
Automatic Large Packer	\$30.13	\$31.03	\$31.96	\$32.84	\$33.74
Automatic Small Packer	\$30.13	\$31.03	\$31.96	\$32.84	\$33.74
Specialty / Tote Packer	\$28.04	\$28.88	\$29.74	\$30.56	\$31.40
Pack Relief	\$28.04	\$28.88	\$29.74	\$30.56	\$31.40
Bulk Loader	\$28.48	\$29.33	\$30.21	\$31.04	\$31.90
<b>Forklift Palletizer Operator</b>	\$24.88	\$25.63	\$26.40	\$27.13	\$27.87
Bulk Sweeper	\$24.94	\$25.68	\$26.45	\$27.18	\$27.93
<b>Bulk Rail Unloader</b>	\$26.71	\$27.51	\$28.33	\$29.11	\$29.91

Section 1.2 The following Classifications have been identified:

a. “Highly Skilled” positions:

Shift Miller  
Maintenance I  
Controls Technician  
Large Packer  
Small Packer  
**Lab Technician**

b. “Skilled” positions:

Engine Crew  
All Others

c. “Unskilled” positions:

Sweepers and Forklift Palletizer Operators

Section 1.3 Major Maintenance, such as changing out a large motor, pump, or airlock, will be performed by personnel in the Maintenance Department. Minor maintenance, such as making up flour hoses, placing belts on forklifts, etc., will be performed by anyone capable.

**ARTICLE II –  
FILLING PERMANENT AND RELIEF JOBS AND/OR TEMPORARY VACANCIES**

Section 2.1 Procedures related to filling jobs in the Mill department are as follows:

- a. All mill repair work will be offered to mill department Employees first, and then on the basis of plant seniority and qualifications. Sifters and purifiers will be repaired by qualified mill department Employees **in reverse seniority** order.
- b. Should ~~an~~ Employees be forced into the Mill department to fill a temporary vacancy, their plant seniority will be considered as department seniority during the duration of his assignment in the Mill department.
- c. The Mill Department crew on duty will change rolls in the mill when capable. Maintenance crews may be called in when necessary to supplement the Mill Department.
- d. Mill Employees may be required to work four (4) hours past their scheduled shift and Mill Employees may be scheduled to report to work up to four (4) hours prior to the beginning of their normal starting times on mill repair days.
- e. If there are no qualified bidders at the Commerce City Mill, before going outside to hire, the positions shall be offered for bid to Employees at the Denver Mill, the CCG (Joint Venture) Elevators, and the Lab. If there are multiple qualified bidders among Employees **at the Denver Mill, the CCG (Joint Venture) Elevators, and the Lab**, the job will be offered on the basis of most senior hire date.
- f. Mill Operators and **Maintenance I** bidders will not be allowed to bid off the job for three (3) years.
- g. Large Packer and Small Packer bidders will not be allowed to bid off the job for two (2) years.
- h. This group of highly skilled positions shall not be "bump-able" **except** for the case of a major reduction, job elimination or long-term layoff, provided the individual bumping them is **qualified for the position**.
- i. Successful highly skilled bidders will be required to complete all necessary Company-required training programs. Training will be conducted on straight time if possible, if not, the appropriate overtime premium will be paid.

Section 2.2 Procedures for Relief Workers for "Highly Skilled" jobs are as follows:

- a. Relief people will not have "Super Seniority" while on their regular job, provided their regular job is not a highly skilled job.
- b. Successful highly skilled relief bidders will receive and be required to complete all Company-required training programs. Training will be on straight time if possible, if not, the appropriate overtime premium will be paid.

### **ARTICLE III – GENERAL ARTICLES**

Section 6.1 The Chief Steward and one (1) other Steward will complete the work list each week. When this list is posted, it will carry the following notice, "Anyone who thinks that he should be on this list, see a Steward, or a Supervisor or Manager."

Section 6.2 **Major Maintenance, such as changing out a large motor, pump, or airlock, will be performed by personnel in the Maintenance Department. Minor maintenance, such as making up flour hoses, placing belts on forklifts, etc., will be performed by anyone capable.**

Section 6.14 The annual personal day sign-up sheets will remain posted on the Employee's bulletin board until April 15 of each year.



Section 6.15 When the Feed Loaders are not loading feed, their duties will include assisting the Bulk Loader and will also be responsible for sharing in the scaling of trucks both empty and loaded.

Section 6.16 Once Feed Loaders or Bulk Loaders have started the feed loading system, either will be allowed to shut the system off once loaded.

#### **ARTICLE VII – TERM OF AGREEMENT**

This Appendix shall be in effect from **October 5, 2020**, to and including **July 20, 2025**, and from year to year thereafter unless either party shall give written notice by Certified Mail, Return Receipt Requested **or Email** to the other party of its desire to terminate or amend this Appendix sixty (60) days prior to **July 2025** or sixty (60) days prior to **July 20** of any subsequent year.

**APPENDIX TWO  
FOR APPLICATION AT THE DENVER (EAGLE) MILL  
DENVER, COLORADO**

**OCTOBER 5, 2020 – JULY 20, 2025**

**ARTICLE I – DEPARTMENTS, CLASSIFICATIONS AND WAGE RATES**

Section 1.1 Effective on the date indicated, classifications and wage scale shall be by department as set forth below:

<b>Department and Classification</b>	<b>10/05/20</b>	<b>07/19/21</b>	<b>07/18/22</b>	<b>07/17/23</b>	<b>07/15/24</b>
<b>Mill Department</b>					
Shift Miller	\$27.27	\$28.09	\$28.94	\$29.73	\$30.55
<b>Assistant Miller</b>	\$24.44	\$25.18	\$25.93	\$26.64	\$27.38
<b>Elevator Department</b>					
Elevator Operator	\$23.76	\$24.47	\$25.21	\$25.90	\$26.61
<b>Warehouse Department</b>					
Blender	\$25.37	\$26.13	\$26.91	\$27.65	\$28.41
Bulk Sweeper	\$23.35	\$24.05	\$24.77	\$25.45	\$26.15
<b>Pack Utility</b>	\$25.63	\$26.40	\$27.19	\$27.93	\$28.70

**ARTICLE II – PROCEDURES FOR FILLING PERMANENT AND RELIEF JOBS AND/OR  
TEMPORARY VACANCIES**

Section 2.1 Procedure for filling jobs are as follows:

- a. All permanent vacancies shall be filled by offering in accordance with seniority to all Employees and requiring the least senior Employee to accept the position.
- b. Assistant Millers will be the relief Millers and fill vacancies by necessity or seniority, **whichever is most applicable.**

Section 2.2 Vacancies of one (1) day or less in duration may be filled at the discretion of the Company.

**ARTICLE III– GENERAL**

Section 3.1 Sifters and purifiers will be repaired by Employees qualified as a Miller or Assistant Miller.

Section 3.2 Employees will be paid the Miller rate for all hours worked when fully qualified and assigned roll-changing duties.

**ARTICLE IV – TERM OF AGREEMENT**

Section 4.1 This Appendix shall be effective from **October 5, 2020**, to and including **July 20, 2025**, and from year to year thereafter unless either party shall give written notice by Certified Mail, Return Receipt Requested **or Email** to the other party of its desire to terminate or amend this Appendix sixty (60) days prior to **July 20, 2025**, or sixty (60) days prior to **July 20** of any subsequent year.

**APPENDIX THREE  
FOR APPLICATION AT THE CCG (JOINT VENTURE) ELEVATORS  
COMMERCE CITY and DENVER, COLORADO (PECOS)**

**OCTOBER 5, 2020 – JULY 20, 2025**

**ARTICLE I – DEPARTMENTS, CLASSIFICATIONS AND WAGE RATES**

Section 1.1 Effective on the date indicated, classifications and wage scale shall be by department as set forth below:

<u>Department and Classification</u>	<u>10/5/20</u>	<u>07/19/21</u>	<u>07/18/22</u>	<u>07/17/23</u>	<u>07/15/24</u>
<u>Elevator Department</u>					
Switching	\$25.74	\$26.51	\$27.31	\$28.06	\$28.83
Utility <b>Person</b>	\$20.90	\$21.53	\$22.17	\$22.78	\$23.41

Section 1.2 **“Train Crew”** Incentive Payments:

- a. The Employees on the scheduled **“Train Crew”** will receive three Dollars (\$3.00) per hour premium above their applicable classified rate for any hours worked loading or unloading **entire Domestic Exploder Trains** and Shuttle Trains. **For purposes of this Appendix, an “entire Domestic Exploder Train” is one of 90 cars or more.**
- b. The Employees on the scheduled **“Train Crew”** will receive a one hundred Dollar (\$100.00) bonus payment after the successful completion of the loading and unloading of a Shuttle Train without a medical aid injury and within the incentive framework established by the Railroad. **No bonus will be paid for Domestic Exploder Trains. No bonus will be paid for any particular Shuttle Train** if the Company does not qualify for the incentive payment from the Railroad.
- c. CCG Employees who do not work an **entire Domestic Exploder Train or Shuttle Train** at the direction of the Company in order to support other Company operations will receive the payment listed in paragraph b above.
- d. CCG Employees who do not work an **entire Domestic Exploder Train or Shuttle Train** at the direction of the Company in order to support other Company operations will receive the three Dollar (\$3.00) per hour premium listed in paragraph a above for all hours worked by the Employee that day.

**ARTICLE II – STARTING TIMES**

Section 2.1 There shall be no set starting times for any Employees. **Employees** shall have variable daily starting times **which will be communicated** on the previous day. However, Employees will **not** be scheduled to start on any day until at least seven (7) hours have elapsed after completion of **their** assignment the previous day.

Section 2.2 At the determination of management, Employees required for **“Train Crew”** duties will be designated as “on-call”. For safety purposes, employees will be placed on call four (4) hours prior to the estimated time of arrival of the Shuttle Train.

- a. **Employees on-call will be contacted via cell phone/text notification and must acknowledge their on-call status via cell phone/text response. Once called in, Employees** must arrive at work within one (1) hour of being notified and arrive in a proper condition to work safely.
- b. Employees on call who are instructed not to report to work for a regularly scheduled shift shall receive their classified straight-time hourly rate for any hours not worked during that

regularly scheduled (eight hour) shift.

- c. **The on-call pay is a minimum of four (4) hours up to a maximum of eight (8) hours.**
- d. Employees on call during a Saturday shall receive one and one-half (1½) times their classified straight-time hourly rate for a minimum of four (4) hours up to a maximum of eight (8) hours.
- e. Employees on call during a Sunday and/or Holiday shall receive two (2) times their classified straight-time hourly rate for a minimum of four (4) hours up to a maximum of eight (8) hours.
- f. Should the work commence in less than four (4) hours, the four (4) hour on-call pay would be paid in addition to regular wages.
- g. If the train doesn't arrive during the maximum eight (8) hour on-call period, the on-call process will begin again with a new estimated time of arrival.
- h. If Employees on the scheduled "**Train Crew**" are instructed not to report to work during a regularly scheduled work shift immediately following the loading or unloading of a shuttle train, they shall receive their classified hourly rate for any hours not worked during that regularly scheduled shift.
- i. For safety purposes, for the Shuttle Trains for unload/reload, there will be a minimum of eleven (11) bargaining unit employees for load-outs and a minimum of nine (9) bargaining unit employees for unloads.
- j. For safety purpose, for the Exploder Trains for unload/load, there will be a minimum of **ten (10)** bargaining unit employees for loads and a minimum of **eight (8)** bargaining unit employees for unloads as long as the **Pecos Elevator is not shut down for more than one (1) day, in which case the minimum for loads will be nine (9) bargaining unit employees.**
- k. Up to twelve (12) employees will be trained, cross-trained and available for train crew duties.
- l. The Company and the CCG **Facility Lead** agree to review staffing requirements before each shuttle operation to ensure all safety issues are addressed prior to **train** operations.

### ARTICLE III – SWITCH CREWS

Section 3.1. As determined necessary by management, a "switch crew" may be established consisting of bargaining unit employees. Available switch crew positions shall be filled by the bidding process.

Section 3.2 Members of the switch crew may be assigned to complete switch requirements when such requirements are not completed by the railroad. Based upon operational needs, switch crew members may be assigned from any one location or multiple locations. Switch crew members will perform their classified job when not assigned to switch crew duties.

Section 3.3 Switch crew members from any location shall be paid at the wage rate set forth in Appendix One (**Commerce City Mill**) for the Elevator Operator classification while assigned to switch crew duties.

Section 3.4 Only CCG employees shall be assigned to the switching of Shuttle Trains and Domestic Exploder Trains **unless staffing cannot be covered with CCG employees.**

## ARTICLE IV – GENERAL ARTICLES

Section 4.1 Should no regular full-time Employee bid on a posted vacant classification, the least senior qualified Employee plant-wide will be **moved to the position**.

Section 4.2 Should an Employees be awarded a bid in any classification they shall be paid in accordance with Sections 1.1 and 1.2 of this Agreement, immediately upon **meeting the qualification requirements for the position**.

Section 4.3 Employees who bid or hire into a job at the CCG Joint Venture Elevators will not be allowed to bid on a job at another facility for six (6) months from their hire/start date.

Section 4.4 No Employee will work more than twelve (12) continuous hours, allowing for unpaid break periods, in any one (1) work day, **except in cases of emergency or loading and unloading or Shuttle Trains**. In the case of loading or unloading Shuttle Trains, no Employee will be required to work more than sixteen (16) continuous hours, allowing for unpaid break periods, in any one (1) work day. The completion of the loading or unloading of Shuttle Trains within the incentive framework established by the Railroad shall not be construed to be an emergency for the purposes of liberalizing the sixteen (16) hour work rule.

Section 4.5 Salaried personnel can perform office work and work involved with the loading and unloading of **Domestic Exploder Trains** and Shuttle Trains normally performed by the bargaining unit. Salaried personnel performing work involved with the loading and unloading of **Domestic Exploder Trains** and Shuttle Trains will not displace bargaining unit personnel. **Salaried personnel will not count towards the minimum required amount of bargaining unit personnel**.

Section 4.6 Bids shall be posted for training on all jobs and awarded by seniority. All training will be conducted on straight-time if possible, if not, the appropriate overtime premium will be paid. The successful bidder shall be given a fair trial. If unable to satisfactorily perform the duties, the bid shall be given to the next senior bidder. The Company and Union will monitor the training program to assure that all Employees are given a fair chance to learn the job.

Section 4.7 If Employees are scheduled at a certain facility, the Company will make every effort to keep them at that location for the duration of the week. When this is not possible, **Employees shall be informed of the reporting location** prior to the end of their previous shift. On the occasion it is necessary to change an Employee's work location during a shift, the Company shall provide transportation to and from the new location.

Section 4.8 The Company shall schedule the reporting location of Employees by production requirements.

## ARTICLE V – TERM OF AGREEMENT

This Appendix shall be effective from **October 5, 2020**, to and including **July 20, 2025**, and from year to year thereafter unless either party shall give written notification by Certified Mail, Return Receipt Requested **or Email** to the other party of its desire to terminate or amend this Appendix sixty (60) days prior to **July 20, 2025**, or sixty (60) days prior to **July 20** of any subsequent year.

**Letter of Understanding**

Regarding the Current Car Cleaner / Grounds Keeper Position  
Job held by Philip Scheick

- The Company and the Union agree to change the Car Cleaner Job to Bulk Sweeper / Grounds Keeper.
  
- The Bulk Sweeper / Grounds Keeper Position will have all the job duties of the previous Car Cleaner in addition to the Bulk Sweeper responsibilities. The two exceptions will be the Bulk Sweeper / Grounds Keeper will not be qualified to work sifters and bin measurements.
  
- Philip Scheick holds the Car Cleaner Bid with responsibilities of outside grounds, and will be awarded the Bulk Sweeper / Grounds Keeper Position.
  
- The Bulk Sweeper / Grounds Keeper will be paid at the rate of Bulk Sweeper.
  
- At the time Philip Scheick retires, bids off, or is no longer holding the Bulk Sweeper / Grounds Keeper Position the Bulk Sweeper / Grounds Keeper Position will become a Bulk Sweeper Bid. At that time this position will have no restrictions on sifters or bin measurements.