

AGREEMENT

BETWEEN

**BIMBO BAKERIES USA, INC.,
a Delaware corporation
operating in Commerce City, Colorado**

AND

**BAKERY, CONFECTIONERY, TOBACCO WORKERS,
AND GRAIN MILLERS INTERNATIONAL UNION, AFL-
CIO, CLC LOCAL NO. 26**

(INSIDE)

EFFECTIVE

MAY 16, 2021

THROUGH

MAY 16, 2026

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AGREEMENT

THIS AGREEMENT, made and entered into this sixteenth day of May, 2021, by and between the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union, AFL-CIO, CLC, Local No. 26, Denver, Colorado, as party of the first part, and sometimes referred to herein as the "Union" and Bimbo Bakeries USA, Inc., a Delaware corporation operating in Commerce City, Colorado as party of the second part and sometimes referred to as the "Company".

WITNESSETH

WHEREAS, the parties hereto, after negotiations, have reached an agreement upon the terms, provisions and conditions herein set forth:

NOW THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE 1

Purpose

The intent and purpose of this Agreement is to establish harmonious relationships and understanding between the Company and Employees and to promote and improve the relationship in furtherance of this intent and purpose. This Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto.

ARTICLE 2

Recognition and Coverage

The Company recognizes the Union as the Sole Collective Bargaining Agency for, and the provisions of this Agreement shall cover all regular employees in classifications set forth in Appendix "B".

ARTICLE 3

Union Shop

Pursuant to the provisions of the Labor Management Relations Act of 1947, and as a result of elections conducted by the National Labor Relations Board and the Industrial Commission of the State of Colorado, the Union was certified as the sole collective bargaining agent for the employees of the Company as specified in Article 2 and the Union was authorized to enter into an Agreement requiring membership therein as a condition of employment in respects specified in Article 2.

Section A. All employees covered by this Agreement shall be members in good standing with the Union, not later than thirty-one (31) days after the execution of this Agreement, and shall remain members during the life of this Agreement. All employees hired hereafter to fill jobs in the departments specified in Article 2, shall, as a condition of employment, become members of the Union on or before the thirty-first (31st) day of employment, and shall remain members of the Union in good standing during the life of this Agreement. The Company will promptly notify the Union, in writing, upon employment of any new employees coming under the jurisdiction of the Union, giving the name, job classification and date of employment.

Section B. It is agreed that the Company will not be asked by the Union to discharge any employee for non-payment of Union dues, or failure to join the Union until six (6) days following receipt by the Company of written notices from the Union indicating such delinquency. Notice relative to Union memberships of new employees shall not be effective until after the thirty-first (31st) day of employment.

Section C. The Company agrees to deduct each month from the net amount due on the second (2nd) payday of each month the monthly Union dues for the current month of each employee of the certified bargaining unit who has furnished his Company with an individual written authorization for such deduction on a form mutually agreed upon between the Company and the Union. The Company agrees to remit such deduction to the Secretary-Treasurer of the Union within ten (10) days after the deductions are made.

Initiation fees assessed by the Union will be deducted by the Company during the first (1st) four (4) pay weeks following receipt by the Company of written authorization for such deductions signed by the employee after said employee has become a member of the Union. The initiation fees will be deducted in a proportionate amount over the period referred to.

Section D. As soon as possible after a new employee is hired, that employee will participate in a joint Union-Company orientation program. The local Business Agent and Shop Steward or person designated by the local union Business Agent shall have sufficient time as part of the joint program to discuss with the employee those subjects the Union chooses. The employee will be compensated at the contract rate for time spent in the orientation program.

ARTICLE 4

Work Week – Work Day – Overtime

Section A. Eight (8) hours or less shall constitute a workday. The day's work shall be performed within a period of eight and one-half (8 ½) consecutive hours, during which time one-half (1/2) hour shall be set aside for a lunch period after the employee has completed three and one-half (3 ½) hours of work and before he has completed five (5) hours of work. In the event that an employee is required to work through his lunch period and does not receive said lunch period between the third and one-half (3 ½) hours of his shift and the fifth (5th) hours of his shift, the employee shall receive one and one-half (1 ½X) for such work.

Section B. Five (5) days or five (5) nights shall constitute a work week. Any regular full-time employee who starts a work week and reports for work as scheduled during the work week shall be guaranteed forty (40) hours. There shall be no pyramiding of overtime.

The above clause shall not apply in a Holiday week or when the plant is inoperative because of flood, fire, strike, Acts of God, power failure or similar emergency or if the employee fails to report for work when scheduled, absence himself from work because of personal reasons or is discharged for cause during the work week.

All employees shall be allowed an unbroken rest period of twelve (12) hours between shifts. If an employee is called back during the twelve (12) hours rest period, such employee shall receive an additional half (1/2) time over his rate for all hours worked during that period prior to his scheduled time. This applies only to the twelve (12) hours rest period. All hours worked in the employee's regularly scheduled shift shall be paid at the rate of straight-time. If the Company is able to release the employee called in after the completion of eight (8) hours of work it shall do so.

In additions to this, each employee is entitled to one (1) full day twenty (20) hours on his day off plus the twelve (12) hours rest period provided for above; it being understood that this provision will not apply in Holiday weeks, or when an employee is assigned to another shift because of the bidding procedure, or to vacation relief employees. If an employee is called back during the thirty-two (32) hour period, such employee shall receive an additional half (1/2) time over his rate for all hours worked during that period.

Section C. Time and one-half (1-1/2X) the regular straight-time classified rate shall be paid for all hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week, whichever is greater, but not on both. Work performed on the sixth (6th) consecutive day in a scheduled work week shall be paid at the rate of time and one-half (1 1/2X) the regular straight-time classified rate. Work performed on the seventh (7th) consecutive day in a scheduled work week shall be paid at the rate of double (2X) the regular straight-time classified rate.

Section D. The daily and weekly work guarantees shall be inapplicable in event of shutdowns or reduced work week due to energy shortages. Such energy shortages must be verified by the authority responsible for the curtailment or the energy supplier curtailing the supply.

Section E. When more than one penalty provision of this Agreement applies such as call-in and variance time, the employee shall be paid a premium of one-half (1/2X) for the hours involved for each of the penalty provisions affected and there shall be no duplication of the straight-time hourly rate. The Company will continue its practice of paying variance pay to Employees that are drafted to do vacations.

Section F. It is understood that the Company reserves the right with the approval of the Union to establish four (4) ten (10) hour per day work week with overtime after ten (10) hours, forty (40) hours, or on the fifth (5th) day worked. All contractual entitlements, such as sick leave, holiday pay, etc. will be adjusted to ten (10) hours for employees working a four (4) ten (10) hour per day schedule. The Company allows for a five (5) day eight (8) hour work week with paid lunch within the specified lunch time. All other contract provisions shall apply.

ARTICLE 5

Payday and Wage Scale

Section A. The work week for pay purposes shall begin with Sunday and end on Saturday. Payday shall be no later than the following Friday. Minimum hourly rates shall be set forth in Appendix "B," attached hereto, and, by this reference, made a part thereof.

Section B. Checks or pay statements are to be made available for shifts ending on Friday.

Section C. The Company reserves the right to review and adjust all Foreperson's rate of pay equally to a higher rate at any time during the term of this contract.

ARTICLE 6

Vacations

Section A. Effective January 1, 1995, an employee working under this Agreement who shall have been steadily employed by the Company shall be allowed two (2) weeks vacation with pay for one (1) year of service, three (3) weeks vacation with pay after three (3) years of service, four (4) weeks vacation with pay after nine (9) years of service, five (5) weeks vacation with pay after sixteen (16) years of service, and six (6) weeks vacation with pay after twenty (20) years of service.

Effective January 1, 2023 Employees with one (1) year of service shall select one week at their first (1st) selection at any time before their anniversary date. The second (2nd) week must be selected after their anniversary date.

Section B. The number of hours paid for each vacation shall be the average number of regularly scheduled hours worked in the four (4) weeks preceding the taking of vacation; provided that, in the case of full-time employees, such pay shall be for not less than forty (40) hours nor more than forty-eight (48) hours per week at straight-time hourly pay rate. Employees shall receive vacation checks prior to going on vacation, except for vacation selections as defined under Article 6, Section D. It being understood that the total accumulated lapse of service of thirty (30) work days per year because of illness, injury, or layoff shall not diminish the vacation period due as herein provided. If an employee accumulates in excess of thirty (30) work days of absence because of illness, injury or layoff, his vacation shall be

prorated on his anniversary date, based on a ratio of straight-time hours worked to two thousand eighty (2080) hours and based on the number of weeks earned as of the employee's last anniversary date.

Section C. All weeks of the year will be used for vacation scheduling to allow four (4) at a time from the production department. However, it is understood during the week before and the week of Memorial Day, Fourth of July and Labor Day, the Company reserves the right to schedule a minimum of two (2) employees from the production department and can limit the number to one (1) from a job classification at a time.

Section D. For full-time employees, departmental seniority shall govern the choice of vacation period in the following manner so that continuous and practical operation of the production will be maintained.

Sub Section D-1. A seniority list shall be posted on the bulletin board no later than October thirty first (31st) of each year and employees shall note vacation period and the floating (MLK) holiday choice thereon. Senior employees and continuing with employees of lesser seniority shall choose in turn, each within two (2) days (48hours), so that vacation schedule can be completed by December thirty-first (31st). Employees failing to designate their vacation choice in the allotted time shall lose their right to choose until all others have chosen.

Sub Section D-2. An employee may select all of their available vacation weeks during their turn in the selection process in increments of not less than one (1) week. There shall be no restrictions on vacation selection except as outlined elsewhere in the Agreement.

Sub Section D-3. No employee shall change his vacation period once it is set, except by agreement with the Union representative and the Company. The Employer shall not deny for arbitrary or capricious reasons for such change.

Section E. Any regularly scheduled full-time employee who has been in the employ of the Company for more than one (1) year shall be granted a pro rata vacation upon termination or on voluntary severance of employment, except in case of discharge for dishonesty, drunkenness or any other acts which the Union and management agree are contrary to proper labor management relations. If a regular part-time employee leaves the employment of the Company after one (1) year of service, he shall receive a pro rata share of vacation accrued since his last anniversary date based on a ratio of straight-time hours worked to two thousand eighty (2080) and based on the number of weeks earned as of the employee's last anniversary date, except in case of discharge for dishonesty, drunkenness or any other act which the Union and management agree are contrary to proper labor management relations.

Section F. Employees with four (4) weeks or more of vacation time may waive up to two (2) weeks of vacation time off and receive pay for said vacation at the straight-time hourly rate. Request for payment must be made in writing and submitted to the employee's Supervisor.

Payments under this provision will be made within thirty (30) days of the date the written request was received

ARTICLE 7

Holidays

Holidays for the purpose of this Agreement shall consist of the following days: New Year's Day, Thanksgiving Day and Christmas Day occurring each calendar year and shall be considered as beginning at twelve o'clock (12:00) midnight of the day preceding said Holiday and ending at twelve o'clock (12:00) midnight of the said Holiday. However, any employee who works on Memorial Day, Independence Day, Labor Day, or their birthday shall be paid time and one half (1 ½ X) their straight time hourly rate for all hours worked. In lieu of Memorial Day, Independence Day, Labor Day, and the employee's birthday, an additional week of vacation is added as stated in Article 7. The Company and the Union will meet at least thirty (30) days prior to Thanksgiving, Christmas and New Years to discuss scheduling changes for those holidays.

In honor of Martin Luther King, a floating holiday is added as follows: During the life of this agreement the Union and the Company can mutually agree to change the floating holiday and observe this holiday on Martin Luther King Day. The employee will pick his/her floating holiday by seniority, within his/her department. It will be picked when he/she picks his/her first vacation selection. The week before Memorial Day, Fourth of July, and Labor Day will be blocked out. At least one employee within a department will be allowed off each day of the year except for weeks stated above. Once picked, the holiday cannot be changed except by mutual agreement between the Company and the employee.

When a Holiday falls within an employee's scheduled vacation period of one (1) week or more, eight (8) hours at straight-time shall be added to his vacation pay. In the weeks in which the above named Holiday's occur, all regular employees must report for and work their scheduled day preceding and following the Holiday in order to be eligible for eight (8) hours Holiday pay at the regular straight-time rate in addition to pay for the hours actually worked. This Holiday pay shall not be considered as pay for hours worked for the purpose of computing weekly overtime. Employees required to work on a Holiday will receive pay at the rate of time and one-half (1 ½ X) their regular hourly rate for all hours worked on the Holiday in addition to eight (8) hours of holiday pay. In a Holiday week, a minimum of thirty-two (32) hours will be guaranteed to all employees who are scheduled to and who report for work as scheduled four (4) days during the Holiday week. In the work weeks in which the Holidays occur, regular employees shall receive time and one-half (1 ½ X) for all hours worked in excess of thirty-two (32) hours.

ARTICLE 8

Seniority

Section A. Definition. An employee's seniority will begin on his date of hire. Seniority is the right accruing to employees through length of service which entitles them to appropriate preference in matters affecting layoffs, rehiring, job preference, shift changes and promotions, provided the employee possesses the qualifications necessary to satisfactorily perform the work available. The position of working foreperson is not subject to the bidding procedure.

An employee's seniority will begin on his date of hire. Where two or more employees are hired on the same day, the last four digits of the employee's Social Security number will be used to determine seniority and the employee with the higher number will be considered the junior employee.

Section B. Seniority Application. Seniority will be applied on a plant wide basis, except for vacation selections, as defined under Article 6, Section C, Vacations. The Company will post a current seniority list on the plant bulletin board every six (6) months, and shall update additions thereto, and furnish a copy to the Local Union.

Section C. Probationary Employees. No employee shall acquire seniority until after the completion of his first ninety (90) consecutive calendar days of employment, during which time a new employee shall be considered probationary and may be discharged with or without cause, and he shall not have recourse to the Grievance and Arbitration Procedure. Following a new employee's successful completion of his probationary period, his seniority date shall be his most recent day of hire. It being understood that such probationary period may be extended by mutual, written agreement between the Company, employee and Union.

Section D. Job Vacancies – Bidding Procedure.

1. Job Posting. When a permanent opening occurs, the job shall be posted for seven (7) calendar days in a conspicuous area in the plant. An active employee wishing to bid on a job shall write his/her name and seniority status on the posted notice. The most senior, non-probationary, employee shall be awarded the bid. The subsequent vacancy shall be posted for seven (7) calendar days as described above and filled by the same procedure as stated above. The tertiary (3rd) vacancy shall be posted and bid and filled as by the same procedure as stated above. Any subsequent vacancy shall be filled by the Company.
2. Bidding Frequency Limit. Employees will have a limit of two (2) moves into other jobs in a rolling twelve (12) month period.
3. Bidder Qualifying & Qualification Period

Bidder Qualifying. If an employee bids on and is awarded a vacancy and fails to qualify for any reason, he/she shall be returned to his/her former job. This will count as a move for purposes of calculating the number of moves in a rolling twelve month period, as per Section 2 of this Article. The vacancy shall then be awarded to the next senior employee who has signed the bid and who has the qualifications and ability to do the work.

Qualification Period. When an employee is awarded a job through job posting procedures, he or she will be given a minimum of eight (8) hours for fifteen (15) working days, or prior. This qualification period may be extended for up to an additional fifteen (15) working days with mutual consent between the Company and the Union.

4. Permanent Opening Defined. Permanent job openings shall be vacancies occurring by promotions, demotions, termination, either by discharge or resignations or newly created job and/or shifts.
5. An employee, before going on vacation, may, by prior written notice to his Shop Steward, request that his name be considered as bid if a vacancy occurs in a job designated by him in such notice.
6. Employees shall be placed on successful job bids within thirty (30) calendar days after the bid is awarded.
7. When a bid is awarded, the Steward will be given a copy of the bid.

Section E. Termination Notice. All regular employees to be laid off because of reduction of work force shall receive one (1) week's notice or one (1) week's pay in lieu thereof. It is also expected that employees who voluntarily terminate their employment will give the Company one (1) week's notice of such intention or forfeit any pro rata vacation rights up to but not to exceed one (1) week's pay.

Section F. Termination of Seniority. Seniority shall be broken by:

1. Voluntary quit,
2. Discharge,
3. Layoff exceeding twelve (12) months duration,
4. Absence because of illness or injury for a period exceeding twelve (12) months; absence necessitated by occupational illness or injury shall justify exceptional consideration.
5. Acceptance of severance pay as provided in Article 25 of this Agreement.

Section G. In the event it becomes necessary to reduce the working force, the full-time employee or employees so affected shall have the following options within seventy-two (72) hours:

1. To accept the layoff.
2. To bump a less senior full-time employee within the plant and bargaining unit, provided the employee has proven demonstrated ability to do the job. An employee having no option other than to displace the least senior employee plant wide shall be allowed a training period of up to ten (10) working days to satisfactorily perform the work. Such training period may be extended an additional ten (10) days by mutual written agreement between the Company and the Union. Employees displaced, as a result of the above procedure shall also be entitled to exercise their seniority rights as herein provided. If there is a question between two (2) or more employees as to who shall exercise a bump first, the senior employee shall have the choice.
3. Regular full-time employees so laid off shall be rehired in reverse order to the first (1st) available job vacancy.

ARTICLE 9

Part-time Employees

Section A. A part-time employee is a person who is employed to work less than five (5) days in any week or less than eight (8) hours per day. Such employees are guaranteed four (4) hours work or four (4) hours pay per day at the rate applicable to the classification worked, provided such employee is available and capable of performing the work required. Work in excess of eight (8) hours per day shall be paid for at the rate of one and one-half times (1 ½ X) the regular rate of pay.

Section B. Part-time employees who accumulate a minimum of forty (40) hours within thirty (30) days of initial employment, or one hundred and sixty (160) hours within ninety (90) calendar days of initial employment, shall become regular part-time employees.

Section C. A regular, part-time employee shall also be entitled to paid vacations after one (1) year following achievement of regular, part-time status and annually thereafter. Such vacation shall be prorated in accordance with the formula set in Article 6, Section E. Regular, part-time employees who advance to full-time status shall receive a prorated vacation payment on their next part-time anniversary date based on a ratio of straight-time hours worked or paid for in part-time status to two thousand and eighty (2080) hours and based on the hourly rate of pay in effect for such employees as part-time employee.

Section D. Regular, part-time employee shall have seniority rights over other regular, part-time employees based on the date that regular part-time status is achieved. Any full-time employee who is forced to part-time shall be placed at the top of the part-time list and shall have bid rights for full-time positions over all other part-time employees based on his/her date of hire.

Section E. It is understood and agreed by the parties hereto that part-time employees shall not be hired or retained by the Company for the purpose of replacing or eliminating full-time jobs.

Section F. In Holiday weeks, regular part-time employees shall receive pro rata Holiday pay based on the ratio of the number of hours normally worked to forty (40) hours; if the Holiday falls on a day on which the regular part-time employee normally works, he shall be paid Holiday pay equal to the number of hours normally worked on that day.

Section G. A regular part-time employee who performs no work for a period of sixty (60) calendar days shall lose all seniority and benefit rights and, if rehired, shall be considered as a new employee.

Section H. Part-time employees who work not less than one thousand forty (1040) hours per year shall be credited with sick leave benefits set forth in Article 19 prorated on their part-time anniversary date based on the ratio of straight time hours worked in part-time status to two thousand eighty (2080) hours.

ARTICLE 10

Working Conditions

Section A. Managers and Supervisors and other non-working supervisory personnel shall not be required to be members of the Collective Bargaining Unit and shall not perform any work within the classifications covered by this Agreement except in emergencies or for purposes of instruction.

Section B. The Business Agent or other duly authorized representative of said Local Union No. 26 who may desire to visit the premises of the Company, Party of the Second Part herein, shall, before entering said premises or plant, advise the management of said plant of his intention and the management may, if it desires, designate some person to accompany said representative on said visit.

Section C. Selected delegates(s) to Union Convention or Union Committee(s) will be permitted a leave of absence, without pay, for a period of sufficient time for convention or committee work. Sufficient notice will be given by the Union so that the Company can secure a replacement. Not more than one (1) delegate shall be off from any one shop at the same time.

Section D. No discrimination shall be made against any member holding office or serving on a Union committee or for his or her Union activities or on account of his responsibilities under this Agreement.

Section E.

1. The schedule of starting time for the work week for each employee shall be posted no later than the end of the first shift on Thursday of the preceding week and shall not be changed later, except in cases of emergencies, illness, accident, absence of other employees, breakdowns, order changes, or acts of God.
2. Starting time shall not vary more than three (3) hours from the starting time of the regular full-time employee's first shift for the work week. If the starting time on any day varies by more than three (3) hours from the first starting time for the work week, the amount of time in variance shall be paid for at the rate of time and one-half (1 ½ X) provided, however, that the provisions of the Article shall not apply to the four (4) working days preceding the Holidays of Article 7, and shall not apply to an employee until he receives a day off following a holiday. The first day worked, after the day off following the holiday, will then be considered as the starting time point for variance time during the week. The provisions of this Article shall also not apply when an employee is rescheduled because of the return of an employee from sick leave.
3. If a regular employee's shift, within an individual Department, is permanently changed by four (4) hours or more within a three (3) month period, such employee may exercise his seniority for a more preferable shift within his job classification and Department. For purposes of this Section, a permanent change occurs when an individual employee's starting time is changed and remains changed for a period of three (3) or more calendar weeks. Any employee affected by this section and paragraph shall regain their bid rights according to Article 8, Section D.
4. If a schedule change is made after the initial posting the Company will notify the affected employees via phone call or in person.

Section F. Any regular employee reporting for work as scheduled shall be paid for that day's work, except when the plant, or such employee's respective department, is shutdown due to an emergency including energy shortages. The Company shall notify employees not to report for work in such an instance when possible.

Section G. The Company shall furnish a proper place for the employees to work in accordance with Health and Safety Regulations and Pure Food Laws. A dressing room shall be provided and kept in a sanitary condition with a locker for each employee.

Section H. The Company shall make every effort to avoid unreasonable periods of overtime. Four (4) hours notice will be given to an employee on duty who will be required to work additional overtime. The provisions of this Section shall not be applicable in case of breakdowns or curtailment of production for any reason or the unexpected absence of another employee, in which case, the Company will make an effort to provide a qualified replacement as soon as possible.

Section I. Each employee shall receive a relief period of fifteen (15) minutes during the first half of each shift worked by him and a relief period of fifteen (15) minutes during the second half of such shift, and such relief is agreed to be reasonable and adequate. Such relief periods must be given as near the middle of each half shift as is practicable. An employee who is scheduled to work one (1) hour or more overtime shall receive a fifteen (15) minute relief period between the eighth (8th) and ninth (9th) hour after completion of the eight (8th) hour of work in any one (1) day and an additional fifteen (15) minute relief period after each two and one-half (2 ½) hours work thereafter. In the event an employee is required to work overtime in excess of four (4) hours, a lunch period will be scheduled, on the employee's own time, as near as possible to the end of the fourth (4th) hour of overtime. It is understood and agreed to by the parties hereto that these relief periods are granted on a portal-to-portal basis, that is, from the time the employee leaves his work station until the time he returns to it, ready to continue work, the total time of his absence shall not exceed fifteen (15) minutes.

Section J. A copy of this Agreement shall be posted in a conspicuous place in the plant of the Company during the duration of this Agreement.

Section K. An employee who is unable to report for work as scheduled because of a justifiable reason shall give at least two (2) hours notice prior to his starting time to the foreperson or manager.

Section L. An employee who works less than his normal straight-time shift because of medical attention and is medically certified to be unable to complete his shift by the Company doctor as the result of an on the job injury, shall be guaranteed his pay for the balance of his straight-time shift for the day of the injury.

Section M. Physical Examinations. If a physical examination is made a condition of employment by the Company, the expense of same shall be borne by the Company.

Section N. Warning notices will be issued no later than twelve (12) calendar days after the alleged infraction or no later than twelve (12) calendar days of the Company's knowledge/awareness of the alleged infraction. After the expiration of the twelve (12) calendar days that infraction will not be subject to the disciplinary procedure but such oversight will not be precedent setting. Occurrences under the Absenteeism Policy will be excluded from this time restriction. If an employee is to be reprimanded, he may request a Shop Steward to be present during such disciplinary action.

Section O. The Company shall make reasonable provisions for the safety, health and sanitary conditions of the employees during the hours of their employment in the bakery. Safety devices and other equipment required by law shall be provided by the Company. The Union may designate an employee from the bargaining unit to be a member of the Plant Safety Committee. The safety committee will meet quarterly and include the business agent.

The Company and the Union will jointly develop a substance abuse policy.

Section P. Overtime

- (a) No employee shall be required to work more than ten (10) hours on any work day, provided a qualified junior employee is available who can be assigned to perform the work.
- (b) Overtime will be offered based on seniority within job classification on each shift.
- (c) When overtime is required, the employee shall be notified not later than the middle of his designated shift or they may exercise their right of refusal, except in case of an emergency, such as equipment breakdown and absenteeism.

Section Q. The Company will post the Kronos or payroll report.

ARTICLE 11

Night Work

All work performed between the hours of 6:00 p.m. and 6:00 a.m. shall be considered night work and shall be paid for at a rate of fifteen cents (\$0.15) higher than the regular day scale of wages for the same work. It is clearly understood and agreed that the fifteen cents (\$0.15) per hour night shift differential shall apply only to those hours worked between 6:00 p.m. and 6:00 a.m.

ARTICLE 12

Jobbers

Jobbers shall receive the same pay as steady employees and premium pay for any work accomplished between 6:00 p.m. and 6:00 a.m.

ARTICLE 13

Trainees / New Employees

Employees who are transferred to a higher rated job as the result of a successful bid or by assignment to the job by management shall be paid twenty-five cents (\$0.25) an hour less than the rate specified in the contract or the rate of pay he was receiving prior to the transfer or assignment, whichever is greater. The employee will receive such rate of pay until he is capable of performing the duties of the job, but not to exceed thirty (30) days.

Break-In Rates For New Employees

Wage rates for inexperienced employees shall be 70% of the contract rate for the first twelve (12) months of work. The next twelve (12) months of work will be at 80% of contract rate. The next twelve (12) months of work will be at 90% of contract rate.

In the case of experienced employees, the above break-in rates will not apply to the following classified jobs:

Working Foreperson, Mixer, Spongemixer, Oven Person, Pan-O-Mat Operator, Mixer Helper, Oven Feeders, Machine Operators, Bench Hands, Journeymen, and Ingredient Man.

An experienced employee is an employee who has worked at least six (6) months in the previous twelve (12) months in the wholesale baking industry, in any of the classified jobs set out above. Such employee shall not receive the seventy percent (70%), eighty percent (80%) or ninety percent (90%) rate even if placed on non-classified jobs. This applies to companies in the geographical jurisdiction of Local No. 26.

Classifications Included in 70%-80%-90% Employees

Bread Plants

Bench and Machine Helpers
Bread Rackers
Flour Dumpers
Pan Greasers
Sanitors
Hand Wrappers
Conveyor Men
Tailers
Miscellaneous Help
Bun Slicers
Bun Wrappers

Cake Plants

Auxiliary Workers
Sanitors
Hand Icers
Machine Operator Wrap
Icing
Experienced Help
Packers Helper
Roll, Coffee Cake and
Doughnut Wrappers

For employees hired after April 4, 2014, the break in rate will be as follows: first year of continuous employment seventy percent (70%) of the full-time rate of pay, second year of continuous employment seventy-five percent (75%) of the full-time rate of pay, third year of continuous employment (80%) of the full-time rate of pay, fourth year of continuous employment ninety percent (90%) of the full-time rate of pay. Beginning with the fifth year of continuous employment all employees hired after April 4, 2014 will be paid one hundred percent (100%) of the full time rate of pay.

The Company has the right to waive or modify the Break-In Rate for employees as outlined above, as long as the modification does not result in a lower pay rate for the employee. The Company can choose to waive or modify the Break-In Rate for individuals, groups of employees or entire job classifications based on market conditions or an individual's prior experience. The Company and Union acknowledge that waivers and modifications to the Break-In Rate will be granted on a case by case basis and are non-precedent setting.

An employee who assumes the job of Mixer will be moved to the full rate upon completion of their training regardless of their time with the Company.

ARTICLE 14

Non-Discrimination

Section A. In accordance with the requirements of title VII of the Civil Rights Act of 1964, no employee shall be discriminated against because of race, color, religion, sex, sexual orientation, national origin or non-disabling handicap. Furthermore, no employee shall be discriminated against because of age, as outlined in the Age Discrimination in Employment Act of 1967; nor shall the employee, covered by this Agreement, be discriminated against for upholding the principles of the Bakery, Confectionery, Tobacco Worker's International Union, AFL-CIO, CLC, Local No. 26.

Section B. Terminology. The use of pronoun "he" or "she" and the suffix "man" or "woman" throughout this Agreement shall not be interpreted to refer to members of only one (1) sex but shall apply to members of either sex.

ARTICLE 15

Leave of Absence

Section A. Maternity leave of up to one (1) year shall be granted to pregnant employees upon request. Continued employment during pregnancy shall be subject to the employee's ability to perform the work required by the job and job title held, and the Company may require medical certification of such ability. Employees requesting maternity leave who seek reinstatement must so inform the Company at the time of the request. Reinstatement shall be

made without loss of accumulated seniority. Failure to apply for reinstatement constitutes waiver of all rights under this Agreement, and may be designated as a voluntary quit.

Section B. When the requirements of the Company will permit, an employee may, on his written request to Human Relations, and for good and sufficient reason, be granted a leave of absence without loss of seniority but without pay for a period of thirty (30) days. Such leave may be extended to two (2) additional periods of not more than thirty (30) days each. Leave of absence shall not be used for the purpose of extending the particular employee's vacation and shall not be used for the particular employee to seek or obtain other employment. An employee desiring leave of absence shall check with the Company regarding insurance coverage during such leave of absence.

Section C. The Company agrees that in the event an employee with three (3) years or more service with his present Company is required to request leave of absence for the purpose of holding office in the Local Union, such leave of absence may be granted for the period during which the employee holds office in the Local Union. In such case, the employee shall have the right to be reinstated by the Company following the expiration of the term or terms of office for which he is elected without accumulating seniority.

ARTICLE 16

Jury Duty

The Company agrees to pay a full day's pay at the employee's normal straight-time hourly rate for each day an employee is required to serve and does serve on any jury, provided his work schedule calls for work and not a day off on the day or days actually served on the jury. The employee, however will be required to turn into the Company the jury duty fees in order to receive compensation as above provided. Employee shall not report to work on any day he or she reports for jury duty. When an employee is called in to work on his/her normal scheduled day off and has served five (5) days on jury duty in that work week, he/she shall be paid time and one-half (1 ½X) for all hours worked on such day.

This provision shall not apply to Grand Jury Service.

ARTICLE 17

Death in The Immediate Family

Employees covered by this Agreement shall be entitled to not more than three (3) consecutive regular scheduled working days off with pay in the event they request such time off for the purpose of making arrangements for and attending funerals occasioned by death in their immediate family. Immediate family is defined as including only the father, mother, current spouse, grandchildren, grandparents, children, current father-in-law, current mother-in-law, brother and sister of the employee concerned, current brother-in-law, current sister-in-law, and

step-children of current spouse. Employees granted such time off because of death in their immediate family shall be compensated at their regular rate of pay for eight (8) hours for each day they are so absent. This provision shall not apply where a death occurs during a vacation, sick leave, or leave of absence of any employee.

The grieving employee may take any three (3) consecutive working days needed during the funeral with the understanding that one of the days must be the funeral. The Company shall ask for proof of funeral attendance. The grieving employee may also request up to five (5) additional days off without pay for funerals which are out of state with proper documentation.

ARTICLE 18

Health Benefits

The Company will provide eligible employees with medical, dental and ancillary benefits as identified below. Full-time employees are defined as eligible. Part-time employees scheduled or expected to work twenty-four (24) or more hours per week are initially defined as eligible. Following their first twelve months, and each year thereafter, eligibility for part-time employees is measured by looking back at the hours worked over the previous 12-month period. If the part-time employee works an average of twenty-four (24) hours or more per week over this period, he/she will be eligible for benefits the following calendar year.

For example, a part-time employee who works an average of twenty-four (24) hours per week during the 12-month look back period conducted in 2021 will be offered coverage for January 1, 2022 through December 31, 2022. Similarly, a part-time employee who fails to work an average of twenty-four (24) hours or more per week during the 12-month look back period conducted in 2021 will not be offered coverage for the period of January 1, 2022 through December 31, 2022.

It is understood that, when determining whether a part-time employee averaged twenty-four (24) or more hours per week during the 12-month look-back period, only those weeks worked or paid will be used. Approved leaves of absences (i.e. STD, LTD, Worker's Comp., FMLA) will not be counted against employees as part of the calculation.

For example, if a part-time employee worked or was paid 26 weeks over the look-back period and averaged twenty-four (24) or more hours over those 26 weeks, they would qualify to receive benefits the following calendar year.

In another example, a part-time employee worked or was paid 10 weeks over the look-back period and was off work for an additional 15 weeks due to an approved disability (i.e. STD, LTD, Worker's Comp, FMLA). Because the part-time employee averaged twenty-four (24) or more hours over the worked or paid 10 weeks, they would qualify to receive benefits the following calendar year.

Except as otherwise stated in this Article, employees are eligible for the identified benefits on the first of the month following sixty (60) days of employment.

Coverage for employees on Family Medical Leave, Short Term Disability, Workers Compensation or Long-Term Disability will continue through the period of the leave up to a maximum of twelve (12) months and provided the employee continues to make any required contributions for benefits.

At termination of employment, medical and dental benefits will continue through the last day of the month in which either the employee last worked or the expiration of any of the above leaves of absence. All other benefits terminate on the day immediately following either an employee's last day of work or the expiration of any of the above leaves of absence.

Section 2 – Medical Plan

During the term of this Agreement, the Company will continue to provide eligible employees hired prior to December 20, 2018 with medical benefits. These eligible employees electing medical coverage will continue to be provided benefits in accordance with the P324 or B500 medical plan.

Employees hired after December 20, 2018 eligible employees electing medical coverage will be provided benefits in accordance with the B500 medical plan. After five (5) full calendar years of employment, employees will be eligible to enroll in the P324 or B500 medical plan beginning January 1 of the following year.

Section 3 – Dental Plan

During the term of this Agreement, the Company will provide eligible employees with dental benefits. Eligible employees electing dental coverage will be provided benefits in accordance with the D210 dental plan.

Section 4 – Medical and Dental Plan Cost Share

No increase to employee contributions for the term of the contract, which shall remain as follows:

P324	
All tiers	\$30.00
B500	
Single	\$2.00
Empl + Sp	\$4.00
Empl + Child(ren)	\$4.00

Family	\$6.00
--------	--------

Section 5 – Ancillary Benefits

A. Life and Accidental Death & Dismemberment (AD&D)] Insurance

The Company will provide eligible employees with twenty thousand dollars (\$20,000) of life and accidental death & dismemberment insurance coverage.

B. Short Term Disability

For eligible employees as described in Section 1, the Company will provide a short-term disability benefit to qualifying employees of two hundred seventy (\$270.00) dollars per week.

The employer will increase that benefit as follows: an additional \$15.00 per week on the anniversary date of the third year of the agreement to two hundred eighty-five (\$285.00) dollars; an additional \$15.00 per week on the anniversary date of the fourth year of the agreement to three hundred (\$300.00) dollars; and, an additional \$15.00 per week on the anniversary date of the fifth year of the agreement to three hundred fifteen (\$315.00) dollars.

Short-term disability insurance is available at no cost and payments made in conjunction with this benefit will commence on the first (1st) day of a non-work-related accident or injury and on the eighth (8th) calendar day for an illness up to a maximum of twenty six (26) weeks from the last day of work within any rolling twelve (12) month period. Upon approval of STD, available FMLA will run concurrently. A medical release to return to work must be presented to both HR and the plan administrator prior to return to work.

C. Additional Insurance

The Company will provide employees the opportunity to purchase Company sponsored optional benefits such as vision, optional life and AD&D, dependent life (for spouse and child), and/or long-term disability. Employees electing to purchase said additional benefits will be required to pay the full cost of the premium. Optional benefit offerings and costs are subject to change on an annual basis.

Section 6 The benefits and claims procedures for medical and dental will be described in the respective Summary of Benefits and Coverage (SBC) documents, copies of which will be made available to the Union. Except as otherwise provided in this Article, nothing contained in this Agreement shall supersede the actual terms of the plan as described in the SBC nor prevent the Company from making changes to the plan or SBC from time to time.

Section 7 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 8. Effective May 9, 2004 the Company shall make contribution for up to a maximum of forty (40) hours in any week in the amount of seventy-five (\$0.75) cents per hour for all employees covered by this Collective Bargaining Agreement to the above referenced fund to provide the Health Benefit Plan W-1 for retirees. Should the cost of W-1 increase or decrease during the term of this Agreement, either side may reopen the contract to discuss this issue.

Section 9. This clause encompasses the sole and total agreement between the Company and the Union with respect to Insurance or Health Benefits coverage.

Section 10. This clause is subject in all aspects to the provisions of the Labor-Management Relations Act of 1947, as amended, and to any other applicable laws.

ARTICLE 19

Sick Leave

Sick Leave. Each regular full-time employee covered by this Agreement shall be entitled to forty-eight hours (48) of sick leave per year within the term of the Agreement. Sick leave pay shall be cumulative from year to year but not to exceed a maximum of three hundred sixty hours (360) hours. Employees will be given written notification of sick leave accrual January 1st of each year or upon request.

- A. One (1) day's sick leave pay will be computed on the basis of eight (8) hours at the employee's regular straight-time hours.
- B. Sick leave benefits will not be paid on an employee's scheduled day off, holidays, vacations or any other day on which the Employee would not have worked nor are sick leave benefits convertible to cash. However, as required under the Colorado law, an employee who is scheduled forty-eight (48) hours in a workweek, may use up to forty-eight (48) of the aforementioned sick leave benefits in that week. It is the intent of this Article that no Employee absent from work due to a bona fide non-occupational illness or accident shall receive more compensation for each work week of absence more than they are actually scheduled for the week up to no more than forty (40) hours, all time paid at his regular straight-time rate of pay, including any weekly accident and sickness benefit for loss of time that he is entitled to under the Health and Welfare Plan provided for elsewhere in the Agreement.

- C. Any employee found to have abused sick leave benefits by falsification or misrepresentation shall thereupon be subject to discharge, and shall further restore to the Company amount paid to such employee for the period of such absence.
- D. Notwithstanding any other provisions of this Agreement, nothing contained herein shall be construed to require the payment of sick leave for industrial illnesses or accident that are compensable under the State Workmen's Compensation Law.
- E. For the purpose of determining the number of sick leave hours to which each regular full-time employee is entitled, such hours shall commence on the effective date of this Agreement, or on the Employee's seniority date, whichever occurs later.
- F. The Company will pay out unused sick days at the time of retirement. To qualify, employees must have been employed for at least fifteen (15) years and be receiving BCTGM retirement.
- G. Wherein here not stated the parties agree to follow Colorado's Sick Leave policy.
- H. No more than three (3) doctor statements will be accepted as excused absences within a twelve (12) consecutive month period.

ARTICLE 20

Pension Plan

STANDARD COLLECTIVE BARGAINING CLAUSE

It is hereby agreed to provide pension and retirement benefits as follows:

- a) The Employer hereby agrees to be bound as a party by all the terms and provisions of the Agreement and Declaration of Trust dated September 11, 1955, as amended, establishing the Bakery and Confectionery Union and Industry International Pension Fund (hereinafter called the Pension Fund) and said Agreement is made part hereof by reference.
- b) Commencing with the Effective Date(s) stated in Paragraph c., the Employer agrees to make payments to the Pension Fund for each employee working in job classifications covered by a Collective Bargaining Agreement between the Employer and the Union, as follows:

For each hour or portion thereof, which an employee works in such a job classification or receives pay in lieu of work (such as holiday, vacation, sick leave, pro rata vacation, and severance pay), the Employer shall make a contribution as stated in Paragraph c. to the Pension Fund up to a maximum of 40 hours in any

one-week period. (The stated maximum does not apply to pro rata vacation or severance pay.)

Contributions shall be paid from the first day the employee begins working in a job classification covered by the Collective Bargaining Agreement between the Employer and the Union, and shall be paid on behalf of all employees in covered job classifications – there are no exceptions for employees who are not members of the Union, temporary, seasonal, part-time employees, leased employees, or for any other type of employee. The term “employee” does not include a self-employed person, corporate officer, owner, or partner, as defined in Section 1.09 of the Pension Fund Rules and Regulations.

c) The payments made in accordance with (b) above shall be allocated as follows:

	<u>Effective 01/01/16</u>	<u>Effective 01/01/17</u>	<u>Effective 01/01/18</u>	<u>Effective 01/01/19</u>	<u>Effective 01/01/20</u>	<u>Effective 01/01/21</u>
Plan A	\$1.7050	\$1.7050	\$1.7050	\$1.7050	\$1.7050	\$1.7050
Plan C	.2500	.2500	.2500	.2500	.2500	.2500
Plan CC						
Plan G	.3750	.3750	.3750	.3750	.3750	.3750
Plan D 4%	.5000	.5000	.5000	.5000	.5000	.5000
Surcharge GM						
Surcharge Zone	.1415	.1415	.1415	.1415	.1415	.1415
Schedule Rate	<u>.6404</u>	<u>.8210</u>	<u>1.0106</u>	<u>1.2097</u>	<u>1.4188</u>	<u>1.6383</u>
Total Hourly	\$3.6119	\$3.7925	\$3.9821	\$4.1812	\$4.3903	\$4.6098
Monthly Benefit	\$1250	\$1250	\$1250	\$1250	\$1250	\$1250

d) It is agreed that the Pension Plan adopted by the Trustees of the Pension Fund shall be such as will qualify for approval by the Internal Revenue Service of the United States Treasury Department, so as to enable the Company to treat contributions to the Pension Fund as a deduction for income tax purposes.

e) Contributions provided for herein shall be paid monthly and shall be accompanied by a completed remittance report. Both payment and report are due on the tenth day of the month following the month covered by the report. In the event the Company fails promptly to pay amounts owed, the Company shall pay such collection costs, including court costs and reasonable attorneys’ fees, as the Pension Fund shall incur, and shall pay interest at such rate as the Trustees shall fix from time to time.

f) The payments so made to the Pension Fund shall be used by it to provide retirement benefits for eligible employees in accordance with the Pension Plan of said Fund, as

determined by the Trustees of said Fund, to be applied to the eligible employees based on the amount of Company contribution.

g) This clause encompasses the sole and total agreement between the Company and the Union with respect to pensions or retirement. If any other agreement between the Company and the Union (including the Collective Bargaining Agreement) contains provisions inconsistent with this clause, those inconsistent provisions shall have no force and effect with respect to the obligations and agreements set forth herein.

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

i) In the event the Company closes any of its plants with the resultant termination of bargaining unit employees, the Company agrees to accelerate the amount and level of pension contributions for terminated employees so that these employees will qualify for the maximum level of benefit provided in the Agreement.

Bimbo Bakeries USA, Inc.
a Delaware corporation operating in
Location*Commerce City, Colorado

Bakery, Confectionery,
Tobacco Workers and
Grain Millers International
Union Local No. 26
(The Union)

By _____

By _____

Date _____

Date _____

*Specify location if Company has more than one collective bargaining agreement covering employees in different operations or facilities.

ARTICLE 21

Union Label

The Union grants to the Company the use of its Union label, the design of which may be printed upon the wrappers of the Company's products. Other adhesive labels may be purchased from the Local Union through its Secretary-Treasurer.

ARTICLE 22

Shop Stewards

Shop Stewards shall be appointed by the Union. The Plant Manager shall be advised of the identity of said Stewards. In order that there shall be no misunderstanding, the duties and

functions of the Stewards shall be discussed with the Business Agent, Plant Manager and the Stewards prior to the employee acting as a Steward. There shall be not more than four (4) Stewards in one (1) plant, except in combination plants where a number greater than four (4) shall be agreed upon by the Company and the Union.

ARTICLE 23

Management Rights

Except as otherwise provided by specific provisions of this Agreement, the management and direction of the business, the operation and the working forces, is vested exclusively in the Company.

ARTICLE 24

Grievance Procedure and Arbitration

Section 1. In the event of a dispute between the parties over the administration and interpretation of this Agreement, such dispute shall be considered a grievance and shall be settled in the following manner:

Step 1. The grievance shall be presented by the employee and/or Shop Steward to the employee's immediate supervisor. The immediate supervisor is to provide an answer to the employee and/or Shop Steward within one (1) scheduled workday. In the event a satisfactory agreement is not reached, the grievance will proceed to Step 2:

Step 2. Within three (3) scheduled workdays of receipt of the Step 1 answer the employee and/or Shop Steward will appeal the grievance by putting the grievance in writing and present the grievance to the employee's immediate supervisor, with a copy to the department manager and the Union Business Agent. The Company will have seven (7) workdays to present an answer to the Business Agent. In the event a satisfactory agreement is not reached, the grievance will proceed to Step 3:

Step 3. Within ten (10) scheduled workdays of receipt of the Step 2 answer the Union will appeal the grievance by scheduling and holding a meeting between the Union Business Agent and the Human Resource Manager. The Company will have seven (7) workdays following this meeting to present an answer to the Union Business Agent. In the event a satisfactory agreement is not reached, the grievance will proceed to Step 4:

Step 4. Within fifteen (15) scheduled workdays of receipt of the Step 3 answer the Union will appeal the grievance by scheduling and holding a meeting between the plant manager and the president of the Union. The Company will have seven (7)

workdays following this meeting to present an answer to the president of the Union. In the event a satisfactory agreement is not reached, the grievance will proceed to Step 5:

Step 5. Within twenty (20) scheduled workdays of receipt of the Step 4 answer a request for arbitration must be made by the Union. If agreement on the selection of the impartial arbitrator cannot be reached within ten (10) working days following the request for arbitration, a request will be made to the Federal Mediation and Conciliation Services (FMCS) to submit a panel of seven (7) arbitrators. From this list each side will strike three (3) arbitrators. The remaining arbitrator will be assigned the grievance. A flip of a coin will determine which side will strike the first arbitrator from the list.

The decision of the arbitrator upon any matter subject to arbitration as herein provided shall be final and binding upon all parties to this Agreement, provided that the arbitrator shall have no authority to add or detract from or in any way alter the provisions of this agreement. It is specifically agreed that the provisions of this agreement providing for no strike or lockout and the interpretation or application of such provisions shall not be subject to arbitration.

The expenses of arbitration, including compensation and expenses of the arbitrator, but not including the compensation or expenses of the representative selected by the parties, shall be borne equally.

Section 2. Any grievance which is not brought to the attention of management within fifteen (15) days of such occurrence shall be deemed forfeited and waived.

Section 3. It is further agreed that a disciplinary penalty imposed against an employee by the Company may be made subject of arbitration, if it is alleged that such disciplinary penalty was imposed without just cause.

Section 4. Time limits may be extended by mutual agreement.

ARTICLE 25

Severance Pay

Employees who are displaced and terminated due to the closing of a plant and the discontinuance of its operation, or due to introduction of labor saving equipment shall be entitled to severance pay subject to the following conditions:

Section 1. Only employees with three (3) years of continuous service with a particular Company shall be eligible for severance pay.

Section 2. Upon becoming eligible as aforesaid, an employee so displaced shall be entitled to thirty (30) hours of his regular rate of pay for each full year of continuous service exclusive of the three (3) year qualification period. After ten (10) years of service, an employee's severance pay shall include severance pay for the three (3) year qualification period.

Section 3. No employee shall be entitled to receive in excess of nine hundred (900) hours pay.

Section 4. Severance pay will not be paid to an eligible employee if he accepts permanent employment with the Company within the territorial jurisdiction of the Local Union.

Section 5. An employee who is permanently laid off because of lack of work within the twelve (12) months preceding the closing of a plant shall be considered to have been "displaced and terminated due to the closing of a plant and the discontinuance of its operation" for the purposes of this Article.

ARTICLE 26

Savings Clause

The Agreement, including all of its provision shall be subject to and shall not operate in contravention of any Federal or State Law or Laws. The provisions of this Agreement are severable and the legal invalidity of any provision or provisions shall not affect or invalidate other provisions.

ARTICLE 27

Labor Dispute

The Union and the Company agree that there shall be no strike or lockout during the term of this Agreement. No employee shall be discharged by the Company because of his or her Union activities. It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute or refuse to go through or work or produce struck goods behind any lawful primary picket line of the Union party to this Agreement, and including a lawful primary picket line at the Company's place of business, provided such a lawful primary picket line is sanctioned by the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union. In the event of such picketing at the Company's places of business, work shall continue for a period of time necessary to finish any perishable product in production at the time a lawful primary picket line may be established.

ARTICLE 28

Successor Clause

This Agreement shall be binding upon the successor and assigns of the parties hereto.

ARTICLE 29

BCTGM PAC Check-off

Effective upon thirty (30) days notice from the Union, the Company agrees to honor contribution deduction authorizations from its employees for the BCTGM-PAC. It is understood that the authorization is voluntarily made by the employees and such deduction shall be on a monthly basis.

ARTICLE 30

Technology Changes

The BCTGM and the Company recognize that compelling competitive conditions affecting a specific facility may require changes in production processes, machinery and work methods. The Company agrees to 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 sixty (60) days advance notice.

The Company agrees to meet in an attempt to resolve any issues regarding any proposed changes in, or impact on, Union jurisdiction, employees' job classifications, rates of pay, workload, job training, job elimination and the procedure for awarding newly created bargaining unit jobs.

The Company further agrees to provide reasonable and appropriate training and re-training necessary to perform on new equipment, including any newly created jobs, or to perform other work to which they might be reassigned or transferred. The Company further agrees to solicit the Local Union's input into the design and delivery of training programs.

The parties further agree to recognize seniority requirements under each local Agreement in the selection of employees for training, re-training and job assignments.

The International Union and Corporate Office agree that both parties will discuss proposed changes in the aforementioned areas in advance of their introduction to identify potential problems and/or issues which may arise and discuss alternatives.

ARTICLE 31

Joint Literacy Committee

The Company and the International Union recognize that both the Company and the workers benefit when workers can read and write and communicate in English. In today's bakery, the ability to read and communicate in English is important in assuring worker safety and the highest possible quality.

The International Union and the Company shall appoint a joint committee which shall meet over the life of the Agreement to develop joint approaches to promoting workplace literacy. The committee shall attempt to determine the extent to which BCTGM members employed in the bakery need to improve their reading and written communication skills and the extent to which instruction in the English language is needed. The committee shall also compile an estimate of what resources are needed to establish a joint workplace literacy program which will meet the workers' and the Company's needs.

If the parties agree to establish such programs, it is understood that these will be funded by the Company and will include Union participation in course design and content.

If an employee is taken off his job to participate in planning meetings, it is further agreed that the Company will pay the Union members of the joint committee at their respective straight time rates for the time spent in planning meetings.

ARTICLE 32

Shop Steward Education / Notification

The Company will provide on request by the Union two (2) eight (8) hour paid day at the straight time rate per year for all Shop Stewards to attend a Union Education Conference. The Company must be notified in advance of the conference. When necessary to maintain efficient operations, the Company may limit the number of Stewards to be absent at any one time. However, the Company shall not unreasonably deny Shop Stewards time off to attend said Education Conferences.

The Company will notify the Chief Shop Steward of any new hires.

ARTICLE 33

Americans With Disabilities Act

This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons to the extent as required by state and/or federal law, including the American with Disabilities Act (ADA). In the event a proposed accommodation will conflict with an express

provision of the Agreement, the parties at either's request, shall meet to discuss the proposed accommodations.

The parties agree that any accommodation made by the Company and/or by the Union with respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class, or group of employees, but shall apply only to the person or persons accommodated, in the particular situation. The fact that such person or persons was (were) accommodated, and the manner and method of such accommodation shall be without precedent and, therefore may not be used or relied upon by any person for any purpose at any time in the future.

ARTICLE 34

Family And Medical Leave Act

The Company agrees to grant the benefits provided by the Family and Medical Leave Act (FMLA) to all eligible employees as defined below in this Section.

Eligible employees also include those persons employed as of the effective date of this Agreement and who have been employed:

- (a) For at least twelve (12) months and;
- (b) For at least six hundred and twenty-five (625) hours during the calendar year prior to the date of request for such leave.

An eligible employee who meets the one-thousand-two-hundred-fifty (1,250) hours requirements of the Act is entitled to twelve (12) weeks of leave during any twelve (12) month period for the following reasons:

- (a) Birth of a child and in order to care for such child;
- (b) Placement of a child for adoption or foster care;
- (c) To care for the spouse, child or parent of the employee due to a serious health condition; or
- (d) A serious health condition of the employee.

Leave taken for the foregoing reasons shall count toward the employee's entitlement to leave under the FMLA.

Leave under this Section shall be considered non-paid leave. During FMLA leave, the employee's position or an equivalent position will be held open for up to twelve (12) or six (6)

weeks in a twelve (12) month period, the Company may require, however, that accrued paid leave be substituted for unpaid leave taken for reasons other than the employee's own health condition. It is understood that employee's who are eligible for more than one (1) weeks of vacation may be required to use all available vacation in excess of one (1) week for any approved request for Family Medical Leave.

The parties agree that neither the Labor Agreement nor the FMLA statute provides family and medical leave to any employee who is employed at a worksite where the Company employs less than 50 employees when the total number of employees employed by the company within 75 miles of the worksite is less than 50.

All disputes under this Section shall be subject to the appropriate grievance and arbitration procedure set forth in the applicable Labor Agreement.

The provisions of this Section are in response to the Federal Act and shall not supersede any state or local law which provides for greater employee rights.

ARTICLE 35

Rank and File Organizer Leave

Upon a request made by the President of the International Union or his designee to the Senior Vice President of Human Resources of the Company or his designee, the Company may allow one (1) member from the existing BBU bakery subject to this pattern settlement to be granted a leave of absence (LOA) for a duration of not more than 1 year. By mutual agreement of the aforementioned parties or their designees, the number of members allowed off on such a LOA may be increased.

A LOA under this section shall be for purposes of assisting the International Union or any of its affiliated locals during an organizing drive; provided that organizing drive is with an employer other than BBU and that is a baking industry competitor.

The terms of this provision may be discontinued by either party provided 90 day's written notice is given in advance (subject to completion of any LOAs under this provision in progress).

ARTICLE 36

Termination of Contract

Except as otherwise specifically provided herein, all the terms and provisions of the Agreement are to be effective May 16, 2021 at 12:01 a.m. and shall remain in full force and in effect until May 16, 2026 and during said term of said Agreement shall not be opened for negotiations for any purpose or upon any issues or subjects nor during said period shall there be any negotiations as to pensions, welfare fund or subjects either a part of or not a part of this Agreement, and during said period there shall be no strikes or lockouts. Unless either of the parties shall give written notice to the other party of a desire to negotiate changes, said notice to be given on or before March 16, 2026, it is the understanding and agreement of parties hereto that said Agreement shall be automatically extended for an additional period of one (1) year and from year to year thereafter.

Bimbo Bakeries USA, Inc.,
a Delaware corporation
operating in Commerce City, Colorado

Bakery, Confectionery, Tobacco Workers,
and Grain Millers International Union
AFL-CIO, CLC Local No. 26

Ron Schulties
RON SCHULTIES
5/3/2023

Clifton Horton
President / Business Manager
Clifton Horton
5/3/2023

Date

Date

APPENDIX A

Wages and Classifications

CLASSIFICATIONS:

	5/10/2020	5/16/2021	5/15/2022	5/14/2023	5/12/2020	5/11/2020
	\$0.55	\$1.50	\$0.55	\$0.55	\$0.55	\$0.55
MWA - Four (4) weeks after ratification			\$0.19			
BAKING DEPARTMENT – BREAD						
Lead Person	\$24.35	\$27.50	\$28.24	\$28.79	\$29.34	\$29.89
Mixer	\$24.00	\$25.50	\$26.24	\$26.79	\$27.34	\$27.89
Vacation Relief	\$24.00	\$25.50	\$26.24	\$26.79	\$27.34	\$27.89
Lidder	\$23.95	\$25.45	\$26.19	\$26.74	\$27.29	\$27.84
Oven Operator	\$23.95	\$25.45	\$26.19	\$26.74	\$27.29	\$27.84
Break Relief Person	\$24.00	\$25.50	\$26.24	\$26.79	\$27.34	\$27.89
BENCHHAND / MACHINE OPERATOR						
Moulder Operator	\$23.95	\$25.45	\$26.19	\$26.74	\$27.29	\$27.84
BUN DEPARTMENT						
Lead Person	\$24.35	\$27.50	\$28.24	\$28.79	\$29.34	\$29.89
Mixer	\$24.00	\$25.50	\$26.24	\$26.79	\$27.34	\$27.89
Vacation Relief	\$24.00	\$25.50	\$26.24	\$26.79	\$27.34	\$27.89
Lidder	\$23.95	\$25.45	\$26.19	\$26.74	\$27.29	\$27.84
Oven Operator	\$23.95	\$25.45	\$26.19	\$26.74	\$27.29	\$27.84
Break Relief Person	\$24.00	\$25.50	\$26.24	\$26.79	\$27.34	\$27.89
BENCHHAND / MACHINE OPERATOR						
Model K Operator	\$23.95	\$25.45	\$26.19	\$26.74	\$27.29	\$27.84
Pan System Operator	\$23.95	\$25.45	\$26.19	\$26.74	\$27.29	\$27.84
Pan-O-Mat Operator	\$24.00	\$25.50	\$26.24	\$26.79	\$27.34	\$27.89
Garage Mechanics	\$24.30	\$25.80	\$26.54	\$27.09	\$27.64	\$28.19

All wages will be retroactive and paid to the dates noted above.

(1) Market Wage Adjustment

Effective four weeks after the ratification date of the agreement, the parties also agree to increase each job title under the CBA by \$0.19/hour.

(2) Training Pay

Employees who perform training shall be compensated an additional fifty cents (\$.50) above their current hourly rate while performing such work, effective after ratification of this memorandum of agreement.

(3) Lead Person Pay

Lead Persons shall receive an adjustment of one dollar sixty-five cents (\$1.65) at time of ratification in addition to the wage increases listed above, which shall be retroactive to May 16, 2021.

LETTER OF UNDERSTANDING

Regarding Health Plan Conversion During the Term of this Agreement

Health Insurance

The International Union and the Company, during 1994 National Negotiations, mutually agreed to investigate and explore alternatives to current Health and Welfare plan provided under the Labor Agreements between the BCTGM and the Sara Lee Bakery Group. Both parties recognize the need to provide quality health care plans while controlling the costs.

The Company and the International Union will meet as soon as possible to discuss the Company's proposed plan(s) alternatives. Should the parties reach an impasse regarding the plan(s) alternatives to be implemented at a plant/facility, the Union may utilize any and all dispute resolution processes provided for under the terms and conditions of the Labor Agreement, up to and including work stoppage, to resolve the dispute.

The parties mutually agree to make every effort to resolve any dispute that may arise under this Letter of Understanding to avoid a work stoppage.

Bimbo Bakeries USA, Inc.,
a Delaware corporation
operating in Commerce City, Colorado

Bakery, Confectionery, Tobacco Workers,
and Grain Millers International Union
AFL-CIO, CLC Local No. 26

RON SCHULTHIES

Clifton Horton

Ron Schulties

President / Business Manager

Clifton Horton

5/3/2023

5/3/2023

Date

Date

LETTER OF UNDERSTANDING

Attendance Policy

An absence occurrence documented with a doctor's slip will be assessed ½ point.

Each absence occurrence on Memorial Day, the Fourth of July, or Labor Day will result in 2 point assessment. If absence is documented with a doctor's slip, 1 point will be assessed. Note: this point assessment reduction with a doctor's slip will only be honored once in any calendar year. Subsequent absences, on Memorial Day, Fourth of July, or Labor Day in the same calendar year will be assessed 2 points.

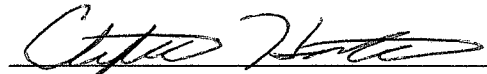
For the Company



5/3/2023

Date

For the Union



President / Business Manager

5/3/2023

Date

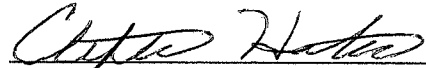
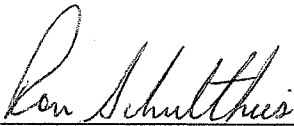
LETTER OF UNDERSTANDING

Pueblo Plant

This agreement is entered into between the Bakery, Confectionery, Tobacco Workers, and Grain Millers International Union, AFL-CIO, Local No. 26, known as the Union and the Earthgrains Baking Companies, Inc., a Delaware corporation operating in Denver, Colorado known as the Company for the purpose of merging the Pueblo, CO agreement into the Denver, Co labor agreement. This being done with the understanding that should Earthgrains Baking Companies, Inc., open a plant in the future within the Pueblo, CO metropolitan area, then the current Pueblo, CO agreement shall be reinstated and the Company shall recognize the Union at this new plant provided the Union has membership at the Pueblo, CO facility.

For the Company

For the Union



President / Business Manager

5/3/2023

5/3/2023

Date

Date

LETTER OF UNDERSTANDING

Sixth and Seventh Day Worked

Payment of overtime for the sixth (6th) and seventh (7th) day worked in a work week is to be paid as follows:

1. Six (6) days worked (consecutive or non-consecutive) in a non-holiday workweek. Assuming the employee works eight (8) hours on each of the work days, he/she will be paid:
 - A. Forty (40) hours at straight time.
 - B. Eight (8) hours at time and one half (1 ½) for the work performed on the sixth (6th) day.
 - C. Eight (8) hours at an additional one half (1/2) time over the straight time hourly rate for work performed on the Tuesday day of rest, assuming the work schedule was Sunday through Friday worked with Saturday off.

If the work schedule was Sunday and Monday worked, Tuesday off and Wednesday through Saturday worked, the method of payment would be as provided above in A and B and C is modified to provide that Saturday would be paid at an additional half (1/2) time of the straight time hourly rate for a rest period violation. In other words, Saturday would be paid at straight time plus an additional one half (1/2) time the straight time hourly rate for all hours worked as a result of the work performed on the sixth day and an additional one half (1/2) time the straight time hourly rate for work performed on the day of rest.

2. Seven (7) days worked in a non-holiday week. Assuming the employee works eight (8) hours on each of the work days, he/she will be paid:
 - A. Forty (40) hours at straight time.
 - B. Eight (8) hours at time and one half (1 ½) for work performed on the sixth (6th) day.
 - C. Eight (8) hours at double time (2X) for work performed on the seventh (7th) day.
 - D. Eight (8) hours at an additional one half (1/2) time over the straight time hourly rate for work performed on the Tuesday day of rest.

3. Five (5) or six (6) days worked in a Holiday week, week of Thanksgiving, Christmas, New Years Day. Assuming the employee works eight (8) hours on each of the work days he/she will be paid:
 - A. Thirty-two (32) hours at straight time.
 - B. An additional one half (1/2) time the straight time hourly rate for any hours actually worked on the Holiday.
 - C. Eight (8) hours at time and one half (1 ½X) for work performed on the sixth (6th) day and on the fifth (5th) day if over thirty-two (32) hours in the week.
 - D. Eight (8) hours at one half time (1/2X) the straight time hourly rate for hours worked on the Tuesday of rest.

4. Six (6) days worked during the week(s) of Labor Day, Fourth of July, Memorial Day, and/or the employee's birthday. Assuming the employee works eight (8) hours on each of the work days and the work schedule is Sunday through Friday he/she will be paid:
 - A. Forty (40) hours at straight time.
 - B. Eight (8) hours at time and one half (1 ½X) for the work performed on the sixth day.
 - C. Eight (8) hours at an additional one half time (1/2X) over the straight time hourly rate for work performed on the Tuesday day of rest.
 - D. In addition, an additional one half time (1/2X) over the straight time hourly rate will be paid for all hours actually worked on Labor Day, Fourth of July and/or Memorial Day.

5. Seven (7) days worked in a Holiday week, week of Thanksgiving, Christmas, New Years Day. Assuming the employee works eight (8) hours on each of the work days, he/she will be paid:
 - A. Thirty-two (32) hours at straight time.
 - B. Eight (8) hours at time and one half (1 ½X) for the work performed on the sixth day.
 - C. Double time (2X) for work performed on the seventh (7th) day.

- D. Eight hours (8) hours at an additional one half time (1/2X) the straight time rate for work performed on the Tuesday day of rest.
 - E. An additional one half time (1/2X) for work performed on the Saturday day of rest.
 - F. An additional one half time (1/2X) for any hours actually worked on the Holiday.
6. Seven (7) days worked during the weeks of Labor Day, Fourth of July, Memorial Day and/or the employee's birthday.
- A. Forty (40) hours at straight time.
 - B. Eight (8) hours at time and one half (1 ½X) for work performed on the sixth day.
 - C. Eight (8) hours at double time (2X) for work performed on the seventh day.
 - D. Eight (8) hours at an additional one half time (1/2X) over the straight time hourly rate for work performed on the Tuesday day of rest.
 - E. In addition, an additional one half time (1/2X) over the straight time hourly rate will be paid for all hours worked on Labor Day, Memorial Day, Fourth of July, and the employee's birthday.

The above is provided with the following assumptions:

That the workweek described is the normal workweek of Sunday, Monday, Wednesday, Thursday, and Friday with Tuesday and Saturday as normal days off. Any reference to double time (2X) or half time (1/2X) or an additional half time (1/2X) or double time (2X), shall be at the straight time hourly rate. In no manner will the week(s) preceding a Holiday week or the week(s) preceding the weeks of Labor Day, Memorial Day, Fourth of July and/or the employee's birthday be considered as Holiday weeks. Reference in number one (1) above, to receiving two (2) half time (1/2X) payments for work performed on Saturday in a six (6) day, non-holiday, non-consecutive work day work week is the only instance where overtime or penalty payments be pyramided, no other pyramiding is permitted. Reference to half time (1/2X) time payments or double time (2X) payments for the sixth (6th) and seventh (7th) days respectively is a reference for explanation purposes and would be inclusive of overtime payments required under applicable Wage and Hour requirements or other legal contractual requirements. The above reflects the accepted and agreed upon interpretation of the above referenced

arbitrator's decision.

For the Company

 Ron Schulthess

 5/3/2023

Date

For the Union

 Chito Hata
President / Business Manager

 5/3/2023

Date

LETTER OF UNDERSTANDING

SUBCONTRACTING GARAGE MECHANICS

In the event the Company wishes to subcontract the garage mechanic operations during the life of this agreement, it shall inform the Union of its decision and explain the reason(s) for this decision. Afterwards the parties will meet to negotiate the effects of the subcontracting decision.

If at a later date it's decided to return the garage mechanic duties to Company employees at Pueblo and Colorado Springs depots, these individuals will become BCTGM Union members.

For the Company

Ron Schulthis
5/3/2023

For the Union

Chris Harte
5/3/2023

LETTER OF UNDERSTANDING

Absenteeism Control:

Employees are expected to report to work on time. Failure to do so results in production slowdowns and creates hardships on the company and other employees.

1. Excessive tardiness is grounds for disciplinary action, up to and including discharge. Tardiness will be disciplined as follows:

4th Tardy - Verbal Warning (Documented)
5th Tardy - Written Warning
6th Tardy - Final Written Warning
7th Tardy - Termination
2. If an employee is expected to be absent, the supervisor for their department must be notified no later than 2 hours in advance of starting time each day the employee is off. If the Supervisor cannot be reached employees may use the hotline. If the employee is hospitalized it is not required that the employee call in each day. Further with proper documentation, the Supervisor may excuse the employee from the requirement to call in each day. If the employee punches in more than 1 hour after their starting time the company has the option of sending the employee home and be and be considered an absence. If the employee is sent home, he/she will be paid only for the time at the facility. If an employee leaves any time prior to the completion of his/her shift, the employee will be assessed a tardy.
3. Employees who must be absent for reasons other than personal medical reasons must request permission from the Plant Manager. Permission may or may not be granted. If permission is granted it will not be considered an absence or tardy. Tardies and absences will not be assessed for vacations, authorized leave of absences, funeral leaves, jury duty subpoena absences and other contractually excused absences. This Section shall be applied equitably.
4. A no call/no show will be assigned when an employee fails to report to work within two (2) hours after their scheduled start time and fails to notify the company of such absence. Two occurrences of no-call/no-show within a twelve-month period will result in discharge. If an employee fails to call or show for two consecutive shifts, the employee will be deemed to have resigned their position.
5. This policy will be based on a rolling 12-month period beginning with the first occurrence or incident. Each occurrence or incident will be removed from your record on the anniversary of that occurrence.

6. Tardiness will be defined as punching in any time after 5 minutes or after 8/100's after your scheduled starting time.

The following will be our policy and schedule of disciplinary action with respect to unexcused absences after employees have exhausted their Colorado Sick Leave allowance:

- 1st Occurrence - Verbal Warning (Documented)
- 2nd Occurrence - Written Warning
- 3rd Occurrence - Final Written Warning
- 4th Occurrence- Termination

No more than three (3) doctor statements will be accepted as excused absences within a twelve (12) consecutive month period and, therefore, will not be counted as an occurrence under this Absenteeism Control policy.

Leaving the plant or your job without permission or walking off the job may be disciplined up to and including termination on the FIRST OCCURRENCE. Working Leadperson may give permission only in the absence of a manager or assistant manager.

If an employee is hospitalized, inpatient or outpatient surgery, it will not be considered an absence or tardy.

The intent of this program is to provide discipline on a progressive basis, however, in those instances when assessed multiple points or incidents, only the most serious disciplinary action will be imposed.

The Company reserves the right to consider mitigating circumstances in assessing the employee's attendance and discipline.

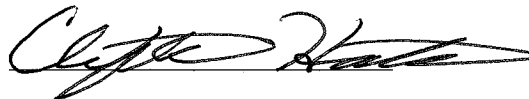
**LETTER OF UNDERSTANDING
Denver Production/Maintenance
CBA# 9001-09**

Bimbo Bakeries USA, Inc., and BCTGM Local NO. 22 agree to modify Article VI, Section A to reflect what was tentatively agreed to in negotiations on February 2nd, 2022:

The number of hours pay for each vacation shall be the average of the number of the regularly scheduled hours worked in the four (4) weeks preceding the taking of the vacations; provided that, in the case of full-time employees, such pay shall be for not less than forty (40) nor more than forty-eight (48) hours per week at straight-time hourly pay rate. ~~For employees hired after December 13, 1997, the number of hours pay for each vacation shall be the average of the number of the regularly scheduled straight-time hours worked in the four (4) weeks preceding the taking of vacations; provided that in the case of full-time employees, such pay shall be for not less than forty (40) hours.~~

For the Company:

For the Union:



Date: _____

Date: 9/15/2023