

AGREEMENT

between

BIMBO BAKERIES, U.S.A.

and

**BAKERY, CONFECTIONERY, TOBACCO AND GRAIN MILLERS'
INTERNATIONAL UNION AFL-CIO, CLC**

LOCAL NO. 26 - DENVER, COLORADO

Effective

NOVEMBER 21, 2021

through

NOVEMBER 21, 2026

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AGREEMENT

THIS AGREEMENT, made and entered this twenty first (21st) day of November, 2021, by and between the **Bakery, Confectionery, Tobacco 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**, as party of the second part and sometimes referred to as the "Employer".

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 I - PURPOSE

The intent and purpose of this Agreement is to establish harmonious relationships and understanding between the Employer and the 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 II - RECOGNITION AND COVERAGE

The Employer 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 III - 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 Employer as specified in Article II and the Union was authorized to enter into an Agreement requiring membership therein as a condition of employment in respects specified in Article II.

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 II 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 Employer 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 Employer 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 of the Employer or 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 Employer agrees to deduct each month from the net amount due on the second payday of each month the monthly Union dues for the current month of each employee of the certified bargaining unit who has furnished his Employer with an individual written authorization for such deduction on a form mutually agreed upon between the Employer and the Union. The Employer 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 Employer during the first four (4) pay weeks following receipt by the Employer 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. Joint Union-Company Orientation. As soon as practical after a new employee is hired, the employee will participate in a joint Union-Company orientation program. The Union Business Agent and/or Shop Steward will be invited to participate in the joint program to discuss with the new employee relevant work-related issues of mutual concern to both the Union and the Employer. The new employee will be compensated at the appropriate contract wage rate for the time spent in the orientation program.

ARTICLE IV - WORKWEEK - WORKDAY - OVERTIME

Section A. Eight (8) hours or less shall constitute a workday. The day's work shall be performed within a period of eight (8) consecutive hours.

The Company may establish four (4)-day, ten (10)-hour per day schedules for various jobs within the plant. Overtime will be paid after ten (10) hours per day, forty (40) hours per week; or on the fifth (5th) or sixth (6th) day worked within the workweek.

All contractual benefits such as sick leave, holiday pay, etc., will be adjusted to the four (4)-day, ten (10)-hour schedule.

When the Company implements the four (4)-day, ten (10)-hour schedules, all of the four (4)-day, ten (10)-hour positions shall be bid as per our bidding procedure. If, for any reason, the four (4)-day, ten (10)-hour schedules are changed, those schedules changed will also be bid according to the bidding procedure of the Contract.

Section B. Five (5) days or five (5) nights shall constitute a workweek. Any regular full-time employee who starts a workweek and reports for work as scheduled during the

workweek shall be guaranteed forty (40) hours. There shall be no pyramiding or 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, absences himself from work because of personal reasons or is discharged for cause during the workweek.

All employees shall be allowed an unbroken rest period to twelve (12) hours between shifts. If an employee is called back during the twelve (12)-hour 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)-hour rest period. All hours worked in the employee's regularly scheduled shift shall be paid at the rate of straight time. If the Employer is able to release the employee called in after the completion of eight (8) hours of work, it shall do so.

In addition to this, each employee is entitled to one (1) full day (20) hours on his day off plus the twelve (12)-hour 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, as outlined in Article VIII, Seniority, or to vacation relief employees. If an employee is called back during the thirty-two (32)-hour period, such employee shall receive an additional one-half (1/2) time over his rate for all hours worked during that period; provided, however, such penalty pay shall not apply to cases of acts of God.

Section C. Time and one-half (1-1/2) 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 workweek shall be paid at the rate of time and one-half (1-1/2) the regular straight-time classified rate. Work performed on the seventh (7th) consecutive day in a scheduled workweek 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 workweek 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 (1) penalty provision of this Agreement applies such as call-in and variance time, the employee shall be paid a premium of one-half (1/2) time for the hours involved for each of the penalty provisions affected and there shall be no duplication of the straight-time hourly rate.

ARTICLE V - PAYDAY AND WAGE SCALE

Section A. The workweek for pay purposes shall begin with Sunday and end on Saturday. Payday shall be no later than the following Friday unless a holiday falls on Friday, in which case payday shall be on Thursday. In order to reflect current

scheduling practice necessary to fulfill production requirements, the parties recognize certain employees/shifts may be scheduled to commence on Saturday and be completed Saturday, prior to Sunday referenced in the first sentence of this Section A, which shall not alter the workweek for pay purposes of the Agreement. Minimum hourly rates shall be set forth in Appendix "B" attached hereto and by this reference made a part thereof.

Section B. Payday will be Friday.

Section C - Wage Rates. Wage rates in effect on November 21, 2021, shall be increased as follows:

Effective November 21, 2021, a general wage increase of one dollar and fifty cents (\$1.50) per hour.

Effective November 20, 2022, a general wage increase of fifty-five cents (\$.55) per hour.

Effective November 19, 2023, a general wage increase of fifty-five cents (\$.55) per hour.

Effective November 17, 2024, a general wage increase of fifty five cents (\$.55) per hour.

Effective November 16, 2025, a general wage increase of fifty-five cents (\$0.55) per hour.

ARTICLE VI - VACATIONS

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

Section B. 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.

Employees shall receive vacation checks prior to going on vacation, except for vacation selections as defined under Article VI, Section D. It being understood that a total accumulated lapse of service of thirty (30) workdays 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) workdays of absence because of illness, injury or layoff, his vacation shall be pro-rated on his anniversary date, based on a ratio of

straight-time hours worked to 2080 hours and based on the number of weeks earned as of the employee's last anniversary date.

Section C. The Employer agrees to make every possible effort to give seventy-five percent (75%) or more of said vacations between March 1 and November 30 of each year: at least one (1) employee to be on vacation during all of said period, and no vacation weeks in the year will be blocked out.

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 production will be maintained:

Subsection D1. A seniority list shall be posted on the bulletin board no later than October 31st of each year and employees shall note vacation period choice thereon. Senior employees and continuing with employees of lesser seniority shall choose in turn, each within two (2) days, so that vacation schedule can be completed by December 31st. Employees failing to designate their vacation choice in the allotted time shall lose their right of choice until all others have chosen.

Subsection D2. An employee with more than one (1) week of earned vacation entitlement may, if the employee desires, split their vacation into weekly increments. Employees electing to exercise their right to split their vacation must designate all weekly splits at the time of their initial election.

Subsection D3. No employee shall change his vacation period, once it is set, except by agreement with the Union Representative and the Employer. The Employer shall not deny for arbitrary or capricious reason such change.

Section E. Any regularly scheduled full-time employee who has been in the employ of the Employer 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 Employer 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 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. An employee may not waive vacation time and receive pay in lieu thereof, except otherwise provided in this Article.

Section G. An employee will be paid vacation pay prior to going on a scheduled vacation, it being understood if for any reason the employee terminates his employment, any monies paid in advance because of this procedure shall be deducted from his last pay.

ARTICLE VII - HOLIDAYS

For the purpose of this Agreement, holidays shall consist of the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day occurring each calendar year and shall be considered as beginning at twelve (12) midnight of the day preceding said holiday and ending at twelve (12) midnight of the said holiday.

The Employer agrees to provide the following new floating holiday in recognition of Martin Luther King Holiday, to employees having successfully completed their probationary period.

Effective January 1, 2015 all employees will be entitled to one (1) additional floating holiday per year.

Selection of the floating holidays shall be made during the selection of vacation period based upon availability and seniority. Employees electing not to exercise their right of selection of the floating holidays at time of vacation selection shall notify the Employer a minimum of two (2) weeks prior to such desired date and shall be granted based upon availability and seniority.

After one (1) year's employment, all employees under the jurisdiction of Local 26 shall receive their birthday as a holiday under the following conditions:

If an employee's birthday falls on a scheduled day off, eight (8) hours at the straight-time rate shall be added to his pay for that week. If an employee's birthday falls within a holiday week, seven (7) days shall be added to the date of his birthday and that day shall be considered his birthday.

Where a number of employees' birthdays fall on the same day or in the same week, so that production difficulties are involved, the holiday for such employees shall be rescheduled according to seniority.

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 holidays occur, all regular employees must report for work 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 (1-1/2) their regular hourly rate for all hours worked on the holiday in addition to eight (8) hours holiday pay as provided above. 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 workweeks in which the holidays occur, regular employees shall receive time and one-half (1-1/2) for all hours worked in excess of thirty-two (32) hours.

ARTICLE VIII - SENIORITY

Section A - Definition. 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 foreman 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 VI, Section D, Vacations. The Employer 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. The Company shall maintain a full-time and a part-time seniority list for employees hired after November 18, 1994 of this Agreement, it being understood that the full-time employees shall have seniority rights over part-time employees, such as job bids for those part-time employees who are eligible to bid.

Section C - Probationary Employees. No employee shall acquire seniority until after the completion of his first seventy-five (75) 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 date of hire. It being understood that such probationary period may be extended by mutual, written agreement between the Employer, Employee and Union.

Section D - Job Vacancies - Bidding Procedure

1. **Job Posting.** When a permanent opening occurs, the job shall be posted within seven (7) days after the opening occurs; for the purpose of bidding on the open position, it will be posted for three (3) working days in conspicuous areas in the plant. An 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 will be posted for three (3) working days and filled by the same procedure as stated above. The third (3rd) vacancy shall be posted, bid and filled by the same procedure as stated above. Any subsequent vacancy shall be filled by the Company.
2. **Bidding Frequency Limit.** An employee, including part-time, shall be permitted to bid on a vacancy twice within a rolling 12-month period after being awarded such a bid. An employee who successfully bids and qualifies for a job in a different department who has vacation time remaining and scheduled in his/her previous

vacated department, shall be entitled to such remaining vacation based upon the availability of vacation time within the new department.

3. Bidder Not Qualified. If an employee bids on and is awarded a vacancy and fails to qualify, he shall be returned to his former job and the vacancy shall not be for bid but 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.
4. Permanent Opening Defined. Permanent job openings shall be vacancies occurring by promotions, demotions, terminations, either by discharge or resignations or newly created jobs and/or shifts.
5. Declining of Job Bids. If an employee bids on and is awarded a job bid and declines the award after the schedule is posted, the employee shall not be allowed to bid for a period of six (6) months.
6. An employee, before going on vacation, may, by prior written notice to his Shop Steward, request that his name be considered as a bid if a vacancy occurs in a job designated by him in such notice.
7. Employees Employees shall be placed on successful job bids within fourteen (14) days after the bid is awarded. Employees will be allowed a minimum of eight (8) hours a day for thirty (30) working days, or prior, to qualify on the new job. If additional training on the job bids is required, the Company and Union may mutually agree to extend this training period. Once the employee is qualified in the new position, the employee may be required to train the person that is awarded the position which was vacated, for up to ten (10) working days, it being understood that the employee will not suffer a loss of pay as the result of this training requirement.
8. During the bidding cycle when there is not a bid made on an open biddable position, the Company may then fill that position by appointment which will be a permanent position for the person so appointed, except that the individual may use their bidding rights to bid on a posted opening which may occur.

Section E - Termination Notice. All regular employees to be laid off because of a reduction in the 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 Employer 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 considerations.
5. Acceptance of severance pay as provided in Article XXVI of this Agreement.

Section G. In the event it becomes necessary to reduce the work force, the employee or employees so affected shall have the following options:

1. To accept the layoff.
2. To bump a less senior employee plant-wide provided such employee has previously and satisfactorily performed that specified job. An employee having no option other than to displace the least senior employee plant-wide, shall be allowed to do so. 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 available job vacancy.
4. If an employee who bids on and is awarded that job and later that job bid is bumped, his bid rights will be reestablished.

Section H. If a full-time employee is removed by the Company from a bid or assigned job, said employee will have the right to bump plant wide to include all entry jobs, and all jobs said employee previously and satisfactorily performed. If a full-time employee requests to be removed from a bid or assigned job, said employee will be allowed to replace the least senior full-time employee in the plant.

Section I. All reductions are to be considered as temporary unless Management has determined a department, job or shift will be permanently eliminated. However, the Employer retains the right to reinstate the department, job or shift.

If the department, job or shift is reinstated within six (6) months from the date of reduction, employees who were displaced as a result of the reduction shall be returned to their previously held department, job or shift unless the employees bid another position. If the department, job or shift is not reinstated within six (6) months from the date of reduction, such department, job or shift will be considered a vacancy and shall be bid.

Section J. – Vacation Relief Procedure

In order to avoid any confusion how the responsibility of the vacation relief positions will be handled, the following guidelines will be administered:

1. The employee with the most seniority will get first consideration for the relief shift. The second employee will get the second preferred shift, and the third employee the third consideration.

2. Vacation relief personnel will be asked whenever possible what shift preference he/she would prefer as long as the employee is qualified for said job.
3. The vacation relief employees will be paid the same rate as the Mixer classification in the contract.
4. Only qualified vacation relief employees will be considered for the mixing job.
5. In case of emergency, the Company reserves the right to change vacation relief positions to whatever the need may be for the efficient operation of the bakery.
6. During which time there is no need for all vacation relief employees to work, the Company reserves the right to use the vacation relief employees wherever the Company chooses.

ARTICLE IX - 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 (1-1/2x) 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. The Company shall maintain a full-time and a part-time seniority list; it being understood that full-time employees shall have seniority rights for job bids over part-time employees, if eligible to bid.

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 Section E of Article VI. 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 2080 hours and based on the hourly rate of pay in effect for such employees as a part-time employee.

Section D. Regular, part-time employees shall have seniority rights over other regular, part-time employees based on the date that regular part-time status is achieved. These employees shall be given consideration for full-time vacancies and for regular, part-time schedules based on their seniority status and on the employee's availability, ability and qualifications being equal to others under consideration. In the event a regular, part-time employee advances to a permanent bid position, the employee's seniority date for the purpose of job bidding and layoff shall be three (3)

months prior to the date of transfer to a bid position, or the hire date if less than three (3) months. For vacation purposes only, the original hire date will be used.

Section E. In the Wrapping, Shipping, Sanitation and Receiving Departments of the Employer's whose employees in such departments are covered by this Agreement, not less than seventy-five percent (75%) of the employed workers in such departments shall be provided with at least eight (8) hours' work per day. Twenty-five percent (25%) of the employed workers who are not available and/or required for full-time work may be part-time employees.

Section F. It is understood and agreed by the parties that part-time employees shall not be hired or retained for the purpose of replacing or eliminating full-time jobs. A full-time job is a position that is bid as per the bidding procedure of this contract. If a part-time employee works on the same regular scheduled job for five (5) days, eight (8) hours per day, for over thirty (30) days, the Union has the right to request that the position be considered as a bid job.

Section G. 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 H. 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 I. 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 XX, prorated on their part-time anniversary date based on the ratio of straight-time hours worked for in part-time status to two thousand eight (2080) hours.

ARTICLE X - WORKING CONDITIONS

Section A. Superintendents and Assistant Superintendents 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 Employer, 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 delegate(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 Employer

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 workweek for each employee shall be posted no later than 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 workweek. If the starting time on any day varies by more than three (3) hours from the first starting time for the workweek, the amount of time in variance shall be paid for at the rate of time and one-half (1-1/2x); provided, however, that the provisions of this Article shall not apply to the four (4) working days preceding the holidays of Article VII, 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 six (6) 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.
4. The Schedule must be posted by 2:00 pm on Thursday. If a schedule change is made the Company 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 shut down due to an emergency including energy shortages. The Employer shall notify employees not to report for work in such an instance when possible.

Section G. The Employer 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 Employer 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 Employer 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 twenty-five (25) minutes during the second half of such shift, and such relief is agreed to be reasonable and adequate. The forty (40) minutes shall be permanent if it is mutually agreeable to the Union and Management. 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 (2-1/2) hours work thereafter. A paid lunch period will be provided 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 Employer 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 Foreman or Superintendent.

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 Employer, the expense of same shall be borne by the Employer.

Section N. If an employee is to be reprimanded, he may request a Shop Steward to be present during such disciplinary action. The manager or supervisor giving the reprimand will inform the employee being reprimanded that he has a right to have a Shop Steward present.

Section O. The Employer 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 Employer. The Union may designate an employee from the bargaining unit to be a member of the Plant Safety Committee. The parties agree to meet at least once a quarter and also include the Business Agent.

Section P - Overtime

1. No employee shall be required to work more than ten (10) hours on any workday, provided a qualified junior employee is available who can be assigned to perform the work.
2. Overtime will be offered based on seniority within job classification on each shift.
3. Plant Overtime. Each week management shall post an overtime poll list to be used during the next scheduled workweek. This list will be posted Sunday and taken down Tuesday by 2:00 PM. Employees who want to work overtime for such a workweek must sign the list and indicate the days of availability for overtime assignments. Department shift seniority for sixth or seventh day overtime shall be determined by the classification and shift on which the employee who signed the poll list works.

Section Q - Safety Shoes. At the discretion of the Company, the Safety Shoe Program may be started, and at any time in the future it may be discontinued.

If the Company elects to implement this program, the following procedure will be followed:

1. All regular roll employees currently on the payroll when the program is implemented will receive a pair of safety shoes at no cost to the employees.
2. Employees not on regular roll on the date of implementation will receive a pair of safety shoes at no cost to the employees when they obtain regular roll status.
3. Thereafter, on an annual basis, the Company will pay one-half (1/2) of the cost of a pair of safety shoes for employees on active status.
4. All employees hired after the date of implementation of this program will be required to furnish a pair of safety shoes as a condition of employment. The Company will pay fifty percent (50%) of the cost of these shoes after six (6) months of employment (this is only for approved safety shoes).
5. The Company will determine which brands of safety shoe and the safety requirements that these shoes must meet.

The Company will cover the full cost of safety shoes for plant maintenance mechanics. Said shoes must be purchased from a Company approved vendor and meet all safety requirements established by the Company.

ARTICLE XI - 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 XII – AMERICANS WITH DISABILITIES ACT

This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event a proposed accommodation will conflict with an express provision of this Agreement, the parties, at either's request, shall meet to discuss the proposed accommodation.

The parties agree that any accommodation made by the Company and/or 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 were accommodated and the manner or 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 XIII – TRAINEES / NEW EMPLOYEES

Section A - New Employees. All employees hired shall be paid at a rate of seventy percent (70%) of the classified rate for the first twelve (12) months of employment, eighty percent (80%) of the classified rate for the second twelve (12) months of employment, and ninety percent (90%) of the classified rate for the third twelve (12) months of employment.

In cases of experienced employees, employees having worked at least twelve (12) months within the previous twenty-four (24) months for another employer within the wholesale bread baking industry, effective upon ratification, the above break-in-rate will not apply to the following classifications:

Working Forepersons, Mixers, Journeyman Mechanical Garage, Journeyman Plant Maintenance, Machine Operator and Bread Checker.

Section B. The following classifications of Mixer, Scaler, Checker, Oven Operator, and Wrap operator will not be paid according to Article XIII-Section B. Employees that are hired or bid on these classifications without previous experience as defined in Article XIII-Section B, will receive pay based on the following schedule:

70% of rate when hired.

80% of rate upon completion of the probationary period or upon qualifying to perform a bid job.

90% of rate upon completion of 6 months on the job.

100% of rate upon completion of 12 months on the job.

In the event an employee who is elevated to a higher rated job as defined above, bids on a lower rated job, said employee will be reduced in the pay rate to the appropriate

percentage base on the new classification as defined in Article XIII-Section B, paragraph 2.

ARTICLE XIV - NON-DISCRIMINATION

Section A. No employee shall be discriminated against because of race, color, religion, sex, sexual orientation, national origin, veterans, disabled or protected handicap classes. 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 and Grain Millers' International Union, AFL-CIO, CLC, Local No. 26.

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

ARTICLE XV - 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 Employer may require medical certification of such ability. Employees requesting maternity leave who seek reinstatement must inform the Employer 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 Employer will permit, an employee may, on his written request to the immediate supervisor of the department, 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 for 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 a leave of absence shall check with the Employer regarding insurance coverage during such leave of absence.

Section C. The Employers agree that in the event an employee with three (3) years or more service with his present Employer is required to request a 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 such employee holds office in the Local Union. In such case, the employee shall have the right to be reinstated by the Employer following the expiration of the term or terms of office for which he is elected without accumulating seniority.

Section D. The Company agrees to comply with the Family and Medical Leave Act.

ARTICLE XVI - JURY DUTY

The Employer 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 in to the Employer 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 workweek, he/she shall be paid time and one-half (1-1/2x) for all hours worked on such day. No employee shall be paid while serving on a grand jury.

ARTICLE XVII – BEREAVEMENT LEAVE AND DEATH IN THE IMMEDIATE FAMILY

Employees covered by this Agreement shall receive three (3) working days off with pay (not including scheduled days off) within ten (10) days of the death of a member of his/her immediate family. For the purpose of this Section, immediate family is defined as the parents, current mother and father-in-law, present spouse, grandparents, brothers, sisters, children, and grandchildren of the employee. When the funeral of a member of the immediate family is over five hundred (500) miles away (one way), two (2) extra calendar days travel time will be granted without pay. Bereavement leave as herein provided shall not apply to an employee while he/she is on vacation, leave of absence or sick leave.

The employee shall notify the Employer as the earliest possible date of the purpose of his/her absence.

The Employer reserves the right to require satisfactory proof of death.

The Employer shall give due consideration to requests for extended bereavement leave without pay.

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 an employee.

Any additional time off, if required by the employee, shall be taken without compensation, not to exceed three (3) days.

ARTICLE XVIII – HEALTH AND WELFARE, DENTAL, VISION, DISABILITY AND LIFE INSURANCE

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 ninety-first (91st) day 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 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 21, 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 21, 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 – Vision Plan

During the term of this Agreement, the Company will provide eligible bargaining unit employees with vision benefits. Eligible bargaining unit employees electing vision coverage will be provided benefits in accordance with vision plan V950.

Section 5 – 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 6 – Ancillary Benefits

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

The Company will provide eligible employees with ten thousand dollars (\$10,000) 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 and forty-five dollars (\$245.00) 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 and sixty dollars (\$260.00); an additional \$15.00 per week on the anniversary date of the fourth year of the agreement to two hundred and seventy-five dollars (\$275.00); and, an additional

\$15.00 per week on the anniversary date of the fifth year of the agreement to two hundred and ninety dollars (\$290.00).

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 180 days 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 7

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 8

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.

ARTICLE XIX - HEALTH BENEFIT PLAN, W-1

The Employer hereby agrees to be bound as a party by all the terms and provisions of the Agreement and Declaration of Trust dated May 12, 1953, as amended, establishing the Bakery and Confectionery Union and Industry International Health Benefits Fund (hereinafter called the "Fund"), and said Agreement is made a part hereof by reference.

The Company shall make contributions for up to a maximum of forty (40) hours a week at an amount of seventy-five cents (\$0.75) 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.

For the purpose of this Article, it is understood that contributions shall be payable on behalf of the employees after the third (3rd) month of employment, whether said employees are permanent, temporary, seasonal, full-time or part-time employees.

ARTICLE XX - 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. Effective November 14, 2004, 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.

Employee Absenteeism Authorization

_____ was seen by me on _____ and
(Employee Name) (Date)

will be disabled to work from _____ to _____
(Date) (Date)

and can return to work on _____
(Date)

(Physician's Signature)

ARTICLE XXI - PENSION PLAN

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 Employer agrees to make payments to the Bakery and Confectionery Union and Industry International Pension fund for each employee working in job classifications covered by said Collective Bargaining Agreement as follows:

	Effective 01/01/2017	Effective 01/01/2018	Effective 01/01/2019
Monthly Benefit Level \$1,400	\$1,400	\$1,400	\$1,400
	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Plan A	\$2.0300	\$2.0300	\$2.0300
Plan C	\$0.2800	\$0.2800	\$0.2800
Plan G	\$0.4200	\$0.4200	\$0.4200
Plan D-4%	\$0.5600	\$0.5600	\$0.5600
Surcharge Zone	\$0.1645	\$0.1645	\$0.1645
Schedule Rate	<u>\$0.9545</u>	<u>\$1.1749</u>	<u>\$1.4064</u>
Total	\$4.4090	\$4.6294	\$4.8609

	Effective 01/01/2020	Effective 01/01/2021
Monthly Benefit Level \$1,400	\$1,400	
	<u>Rate</u>	<u>Rate</u>
Plan A	\$2.0300	\$2.0300
Plan C	\$0.2800	\$0.2800
Plan C	\$0.4200	\$0.4200
Plan D-4%	\$0.5600	\$0.5600
Surcharge Zone	\$0.1645	\$0.1645
Schedule Rate	<u>\$1.6494</u>	<u>\$1.9046</u>
Total	\$5.1039	\$5.3591

D. The Employer agrees to contribute to the BCTGM Benefit Fund \$.05 per hour to provide P-Plan 10 for retirees' Health and Welfare.

The Employer agrees to increase current contribution to the BCTGM Benefit Fund of \$.05 per hour to \$.10 per hour, effective November 14, 2010, to provide P-Plan 10 for Retirees' Health and Welfare.

E. For the purpose of this Article, it is understood that contributions as referenced above shall be payable on behalf of the employees from the first day of employment, whether said employees are permanent, temporary, or seasonal, or full-time or part-time employees, and regardless of whether or not they are members of the Union. The term "employee" does not include a self-employed person, corporate officer, owner, or partner.

- F. It is agreed that the Pension fund adopted by the Trustees of said 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 Employer to treat contributions to the Pension Fund as a deduction for income tax purposes.
- G. 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 (10th) day of the month following the month covered by the Report. In the event the Employer fails promptly to pay amounts owed, the Employer shall pay such collection costs, including court costs and reasonable attorneys' fees, as the Pension Fund shall fix, and shall pay interest at such rate as the Trustees shall incur and shall fix from time to time.
- H. The payments so made to the 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 Employer contribution.
- I. This clause encompasses the sole and total agreement between the Employer and the Union with respect to pensions or retirement.
- J. This clause is subject in all respects to the provisions of the Labor-Management Relations Act of 1947, as amended, and any other applicable laws.
- K. 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.

ARTICLE XXII - UNION LABEL

The Union grants to the Employer the use of its Union label, the design of which may be printed upon the wrappers of the Employer's products.

ARTICLE XXIII - 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 plant, except in combination plants where a number greater than four (4) shall be agreed upon by the Employer and the Union.

Shop Steward Education. The Company will provide on request by the Union two (2) eight-hour paid day at the straight-time rate per year for three (3) Shop Stewards to attend a Union Education Conference. The Company must be notified fifteen (15) days 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.

ARTICLE XXIV - 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 Employer.

ARTICLE XXV – GRIEVANCE PROCEDURE AND ARBITRATION

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

Section A - Step One The grievance shall be presented by the employee and/or Shop Steward to the employee's immediate supervisor and/or superintendent for settlement. The supervisor and/or superintendent must give their verbal answer within one (1) working day to the employee and/or Shop Steward. In the event that a satisfactory agreement is not reached, then the employee and/or Shop Steward must reduce the grievance to writing and sign such grievance and present it to either the immediate supervisor or plant superintendent with a copy to the Plant Manager and the Local Union Business Agent within three (3) days from such answer. The supervisor or superintendent shall give the Company's position in writing on said grievance within seven (7) days and send it to the Union Business Agent. Any grievance that is not brought to the attention of management within fifteen (15) days of such occurrence shall be deemed forfeited and waived.

Section B - Step Two After receipt of the grievance answer, should the Union not agree with the Company's position, then a meeting shall be set up with the Plant Manager and Business Agent, grievant, and shop steward within two (2) weeks to try and resolve the grievance. The Union will notify the Company who will be attending. If no agreement is reached, then:

Section C - Step Three

Subsection C1 If the union does not agree with the Company's Step 2 position, a meeting will be set up with the President of the Union and the Human Resources Department within thirty (30) days to resolve the issue. After this meeting, the Union or the Human Resources Department shall send a letter to the other party of its final position within seven (7) days. After receipt of the final position of the other party, a request for arbitration must be sent to the other party within thirty (30) days. Should any time limits be violated which are not mutually agreed to, then the other party's position shall be final. Should the parties not reach agreement, either party may demand arbitration as referenced below.

Subsection C2 The matter to be arbitrated shall be submitted to an impartial arbitrator. If agreement on the selection of the impartial arbitrator cannot be reached

within ten (10) days following the written request for arbitration, the parties shall apply to the Director of the Federal Mediation and Conciliation Service requesting that he submit the names of five (5) arbitrators and from such list the Union shall strike two (2) names, the Employer shall strike two (2) names, and the person whose name is still remaining shall become the arbitrator.

Subsection C3 The arbitrator shall hear testimony and argument concerning the matter in dispute beginning within ten (10) days of the time of final selection of membership of the Board. The arbitrator shall render a decision within ten (10) days following the completion of such hearing and both parties shall be promptly notified of such decision. The decision of the arbitrator upon any matter subject to arbitration as herein provided shall be final and binding upon all parties of this Agreement, provided that the arbitrator shall have no authority to add to, detract from or in any way alter the provision of this Agreement. It is specifically agreed that the provision of this Agreement providing for no strike or lockout and the interpretation or application of such provisions shall not be subject to arbitration.

Section D It is further agreed that a disciplinary penalty imposed against any employee by the Employer may be subject to arbitration if it is alleged that such disciplinary penalty was imposed without just cause.

Section E The expenses for arbitration, including compensation and expenses of the impartial third member of the impartial arbitrator, but not including the compensation or expenses of the representative elected by the parties, shall be borne equally by the Employer and the Union.

ARTICLE XXVI – 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 A Only employees with three (3) years of continuous service with a particular Employer shall be eligible for severance pay.

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

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

Section E An employee who is permanently laid off because of a 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 XXVII - SAVINGS CLAUSE

The Agreement, including all of its provisions, shall be subject to and shall not operate in contravention of any Federal and 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 any other provision.

ARTICLE XXVIII - LABOR DISPUTE

1. The Union and the Employer agree there shall be no strike or lockout during the term of this Agreement.
2. No employee shall be discharged by the Employer because of his 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 behind any lawful primary picket line, including the lawful primary picket line of the union party to this Agreement, and including a lawful primary picket line at the Employer's place of business, provided such lawful primary picket line is sanctioned by the Bakery, Confectionery, Tobacco Workers and Grain Millers' International Union. In the event of such picket line at the Employer's place of business, work shall continue for a period of time necessary to finish any perishable product in production at the time of the lawful primary picket line may be established.

ARTICLE XXIX – SUCCESSOR CLAUSE

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

ARTICLE XXX - BCTGM - PAC CHECK-OFF

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

ARTICLE XXXI – 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 XXXII - TECHNOLOGY CHANGES

The Union and the Employer recognize that compelling competitive conditions affecting a specific facility may require changes in production processes, machinery and work methods. The Employer 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 Employer 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 Employer further agrees to provide reasonable and appropriate training and retraining necessary to perform bargaining unit work on new equipment, including any newly created unit jobs, or to perform other work to which they might be reassigned or transferred. The Employer further agrees to discuss with the Union the design and delivery of training programs.

The parties further agree to recognize seniority requirements in Article VIII, Section A, in the selection of employees for training, retraining and job assignments.

ARTICLE XXXIII - 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 further promote work place 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 work place 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 XXXIV – JOINT LABOR-MANAGEMENT COMMITTEE

A Joint Union-Management Committee shall be formed consisting of members of the Employer and Local Union. Each side shall select its own chairman. The positions of Chairman and Secretary of the combined Joint Union-Management Committee shall rotate annually between the Employer and the Union. The Joint Union-Management Committee shall meet not less often than semi-annually, at such time and place as has been set at the preceding meeting and shall also meet at the call of the Chairman or Secretary, if deemed necessary. Attendance at such meeting shall be mandatory and a report of each meeting will be made available to the selected members of the Committee by the designated Secretary of the Committee.

ARTICLE XXXV - TERMINATION OF CONTRACT

Except as otherwise specifically provided herein, all of the terms and provisions of the Agreement are to be effective November 21, 2021, at 12:01 a.m. and shall remain in full force and effect until November 21, 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 September 21, 2026, it is the understanding and agreement of the parties hereto that said Agreement shall be automatically extended for an additional period of one (1) year and from year to year thereafter.

If contract negotiations extend past the expiration date of the labor contract, the Union agrees to notify the Company in writing ten (10) working days prior to engaging in a strike, and the Company agrees to notify the Union in writing ten (10) working days prior to initiating a lockout.

ARTICLE XXXVI - SUBSTANCE ABUSE POLICY AND PROGRAM

It is the policy of the Company and the Union to maintain a safe, healthy and productive work environment for all employees, to produce quality products and provide quality services for customers, to maintain the integrity and security of the workplace, and to perform all of these functions in a fashion consistent with their responsibilities to the communities which they serve.

Pursuant to these goals, employees may be required to submit to and pass a drug and alcohol screening test covering illegal substances and legal substances subject to abuse in each of the following instances:

- A. When an employee returns to work from a leave of absence for substance abuse rehabilitation;
- B. When an employee is involved or injured in an accident occurring on the job;
- C. When a manager and/or supervisor has reasonable suspicion to believe that the employee has violated the drug and/or alcohol prohibitions contained in this policy. A reasonable suspicion determination will be based on specific and contemporaneous observations including, but not limited to, the employee's appearance, behavior and speech. These observations may include indications of the chronic and withdrawal effects of drugs and alcohol;
- D. When required by any applicable federal or state law.

An employee required to submit to a drug and alcohol screening test under this program shall report to the test site promptly upon being requested to do so and shall execute all necessary consent forms required. Failure to do so will result in discharge. If the employee also requests, he will be entitled to have a Union representative present. If the test result is positive, the employee is subject to immediate termination unless the employee requests and the Company approves of a leave of absence to participate in a rehabilitation program recommended by a medical or substance abuse professional. After completing the rehabilitation program, the employee will be allowed to return to work upon passing a drug and alcohol screening test. Failure to submit to or pass any of the required drug and alcohol screening tests or any subsequent test will result in discharge.

It is the Company policy to provide an opportunity for assistance to employees having a drug and/or alcohol problem that is voluntarily disclosed. Accordingly, any employees who voluntarily disclose a drug and/or alcohol dependency problem to management prior to detection in a drug and alcohol screening test will be eligible for a medical leave of absence for drug and/or alcohol rehabilitation and, upon successful completion of the rehabilitation program, will be restored to his/her job and retain his/her seniority. This opportunity will only be available to an employee once during his or her employment.

This policy and program is subject to the limitations of state and local law, which to the extent inconsistent with this policy and program, shall govern.

**BAKERY, CONFECTIONERY, TOBACCO AND GRAIN
MILLERS' INTERNATIONAL UNION, LOCAL NO. 26**

By *Clayton Watson*

Dated: 5/3/2023

BIMBO BAKERIES USA

By *Ron Schulters*

Dated: 5/3/2023

APPENDIX A

It is understood and agreed to by parties hereto that the following provisions constitute a modification of affected workweek provisions contained in the basic Labor Agreement.

It is recognized by the Employer that a work schedule designed to provide employees with a five (5) consecutive day workweek with two (2) consecutive days off is a serious objective of the Union and of the employees it represents, and therefore, the Employer shall take such steps as are practicable in its judgment without doing serious harm to its business and thereby the job security of its employees, to meet that objective.

It is agreed that the basic Labor Agreement between the parties shall be amended effective May 4, 1975, to provide the following for employees hired prior to January 6, 2015:

The following provisions shall become effective December 2, 1979:

1. (a) Any employee who is assigned to a work schedule that does not provide for two (2) consecutive days off shall be credited with one (1) earned work credit share for each Sunday worked under any such non-consecutive day work schedule.

(b) Moreover, it is the intention of this Agreement that the Employer shall either establish work schedules which provide for consecutive days off or pay the earned work credit share. Accordingly, when an employee is assigned to a work schedule which provides for Sunday off but does not provide for two (2) consecutive days off, such employee shall also be credited with one (1) earned work credit share for each such non-consecutive day work schedule.

(c) It is understood that for the purpose of determining earned work credit share, an employee's holiday shall be the day off closest to the calendar day on which the contract holiday falls, and such day shall be considered a day worked.
2. (a) Earned work credit shares shall have an accrual value of twelve dollars (\$12.00) per share. At the time the total pool of earned work credit shares are distributed to eligible participants, the share value may exceed twelve dollars (\$12.00) per share.

(b) Earned work credit shares shall be accrued during the twelve (12)-month period ending with the last pay period prior to November 1 of each year. The total number of shares accrued by employees will constitute the pooled amount. The value per share will be determined by dividing the pooled amount by the total number of shares accrued by the employees eligible for payment on November 15. The value per share will be determined by dividing the pooled amount by the total number of shares accrued by employees eligible for payment on November 15. The value per share will then be multiplied by the number of shares accrued by each employee eligible for payment and shall be paid in a lump sum no later than November 15.

(c) Payments shall be paid to employees having at least thirty (30) days of service and who, on November 1, are:

1. Regular full-time employees; or
2. Regular full-time employees who have continued on the payroll as part-time employees; or
3. Part-time employees who became eligible for accruals while working full-time as vacation relief or otherwise; or
4. Employees on layoff status with right to recall; or
5. Employees who retire prior to November 1; or
6. Employees who have died prior to November 1; or
7. Employees permanently separated prior to November 1 as the result of a plant closing; or
8. Employees with at least one (1) year of service who terminate their employment for any reason prior to November 1, and who do not fall into any of the above categories, will be paid what they earned up to that point. Anything left over will be distributed as defined in Section 2(b).

(d) If the employee requests, and the Employer agrees, the payment may be taken in the form of paid time off.

3. It is expressly understood and agreed that:

- a) No employee shall have the right to receive any payment for earned work credit shares unless he qualifies on November 1 of each year for such payment, in accordance with the provisions of Section 2.
- b) The accrual or payment of earned work credit shares will not be included in the computation of any other fringe benefits, including overtime; and
- c) The Article shall not be construed to require the Employer to duplicate payments for Health and Welfare or Pension for any employee.

In consideration of the above, the Employer and the Union shall promptly meet to agree on relief from restrictions on the use of part-time employees or jobbers necessary in the implementation of this Agreement. No change will be made unless mutually agreed upon.

Earned workweek credit will be earned in accordance with Appendix A and paid on the closest payday to November 15th of each year.

BAKERY, CONFECTIONERY & TOBACCO WORKERS

INTERNATIONAL UNION, LOCAL NO. 26

By *Captain Hoke*

Dated: 5/3/2023

BIMBO BAKERIES USA

By *Ron Schiltner*

Dated: 5/3/2023

APPENDIX B

LETTER OF UNDERSTANDING

The following are items that the Company and Union have reached a mutual understanding and agreement during the negotiations of the contract that became effective on November 14, 2010.

ARTICLE V – PAY DAY AND WAGE SCALE

Section A. The Company will promote and communicate to the employees the advantage of Direct Deposit.

For any employee whose workweek finishes on Thursday, paychecks will be available after Noon on Thursday.

ARTICLE VIII – SENIORITY

Section D, Number 9: If additional training on job bids is required, the Company and Union may mutually agree to extend this training period up to an additional thirty (30) days.

ARTICLE IX – PART-TIME EMPLOYEES

In the event of an emergency situation when the Company may require temporary labor, it is agreed that the Company and Union will discuss this issue prior to the use of any temporary labor.

MISCELLANEOUS

Employees may ask their supervisor or Human Relations Department for the amount of sick leave accrued.

LETTER OF AGREEMENT

between

Bimbo Bakeries USA, Inc.,

**a Delaware corporation operating in Denver and Grand Junction, Colorado
and**

BCTGM Local 26

(BBU Contract #9001-09)

The following employees (previously covered under BBU CBA #4138-01 and now covered under BBU CBA #9001-09) will earn vacation in accordance with the schedule outlined below and so long as said employees remain employed by the BBU in Grand Junction, Colorado.

Employees covered by this Letter of Agreement:

Deborah L. Sandoval
Tracy M. Clary
John D. Stephenson

Vacation Schedule for above employees:

After 1 year of service	1 week
After 2 years of service	2 weeks
After 6 years of service	3 weeks
After 15 years of service	4 weeks
After 25 years of service	5 weeks

For the Company:

Ron Schuttler

Date

5/3/2023

For the Union:

Casper Hata

Date

5/3/2023

**Letter of Understanding
Maintenance Pay for Skills**

Effective not later than one hundred (100) days following the execution of this agreement, the current Pay for Skills program will be dissolved and replaced with the Dupont Maintenance Training Program or similar BBU Corporate approved training program as outlined below.

Effective the 1st Sunday following the execution of this Agreement, Maintenance Technicians will be re-classified and paid as follows.

	Current	11/21/21	MWA Eff. 11/21/21	11/20/22	11/19/23	11/17/24	11/16/25
Increase:		\$1.50		\$0.55	\$0.55	\$0.55	\$0.55
Foreperson 1*	N/A	N/A	\$33.00	\$33.55	\$34.10	\$34.65	\$35.20
Foreperson 2*	\$29.25	\$30.75	\$32.00	\$32.55	\$33.10	\$33.65	\$34.20
Maintenance Technician Level A	\$27.25	\$28.75	\$31.00	\$31.55	\$32.10	\$32.65	\$33.20
Maintenance Technician Level B	\$25.50	\$27.00	\$30.00	\$30.55	\$31.10	\$31.65	\$32.20
Maintenance Technician Level C	N/A	\$26.00	\$29.00	\$29.55	\$30.10	\$30.65	\$31.20

Maintenance Technicians currently employed will be re-classified as per the attached.

Maintenance Technician Training Program

There shall be one Training Coordinator assigned by the Company to oversee the program and to ensure that all employees are being given the opportunity to advance through the Maintenance Technician Training program.

- 1) All current employees in other departments who express interest for the entry level Maintenance Apprentice job will be interviewed for consideration. Of those who are considered, the Company will select the successful candidate by qualifications, experience, aptitude, and seniority. Where two or more employees are relatively equal, the senior employee will be selected. Apprentices shall be provided up to nine (9) months to progress through the Maintenance Technician Level C. If unsuccessful, an employee removed from the program may seek placement to another position in the bakery and the employee can exercise his/her bidding rights immediately. The Company shall determine how many apprentices will be in the program and the specific work schedule and shift assignment.

- 2) The Company will schedule all computer-based training, study time, and hands on demonstration course work during an employee's regular hours of work, while relieving the employee of all other job duties during such time. All training, computer based, hands on demonstrations, and course study time will be done on paid Company time. For existing Maintenance Technicians there shall be a minimum of two (2) hours per week. For Apprentices, there shall be a minimum of four (4) hours per week.
- 3) Applicable maintenance and vocational related classes taken voluntarily outside the training program may be taken on the employee's unpaid time. The cost of the class or vocational training will be reimbursed by the Company in accordance with the Company's tuition reimbursement policy in place at that time.
- 4) The Company and the Union agree that for the duration of the Agreement, the criteria for advancement through the Maintenance Levels will be in accordance with the following:

Technician Level A

- Possess all skills required for a B Mechanic.
- Demonstrate the ability to weld.
- Demonstrate the ability to interpret PLCs.
- Demonstrate the ability to troubleshoot PLCs using ladder logic diagrams.
- Demonstrate the ability to train and teach electrical (AC/DC) and mechanical skills.
- Demonstrate the ability to troubleshoot, maintain and repair Steam/Humidification circuits.
- Demonstrate the ability to troubleshoot, maintain and replace VFDs and PLC components.
- Demonstrate the ability to troubleshoot and replace Servomotors.
- Ability to conduct and lead RCPS/Failure Analysis.
- Able to train on (3 areas of) bakery specific equipment (determined by bakery).
- Demonstrates the ability to work the shift without supervision.
- Demonstrate successful communications, collaboration, time management, strategic thinking, leadership, conflict resolution, meeting facilitation, trainer, organizational, continuous improvement coachability, customer service and ownership skills.

Technician Level B

- Possess all skills required for a C Mechanic.
- Ability to read and interpret electrical prints/drawings.
- Demonstrate the ability to troubleshoot and repair electromechanical circuits.
- Demonstrate the ability to identify, maintain, troubleshoot and repair power transmissions and pumps.
- Demonstrate the ability to identify, maintain, troubleshoot and replace electrical motors and electrical motor controls.

- Demonstrate the ability to troubleshoot, maintain/operate boilers, compressors and generators.
- Ability to train on the basic utilization of the CMMS.
- Demonstrate the ability to troubleshoot, maintain, repair and tune combustion circuits.
- Able to train on (2 areas of) bakery specific equipment (determined by bakery).
- Ability to identify and record data for KPIs of the maintenance department.
- Hot Work: Welding, Cutting, Grinding, Brazing, Soldering, etc.

Technician Level C

- Ability to read and interpret mechanical prints/drawings.
 - Ability to identify and use hand tools and measuring tools for mechanical repair.
 - Demonstrate the ability to use grinder, drill press, band saw, etc. (Shop Tools).
 - Demonstrate the ability to identify and correctly disposition chemicals and lubricants in mechanical PM and repair.
 - Demonstrate the ability to identify, maintain, troubleshoot and install all types of bearings, drive chains/sprockets and drive belts/sheaves.
 - Demonstrate the ability identify, maintain, troubleshoot and correctly install clutches, couplings and torque devices.
 - Demonstrate the ability identify, maintain and troubleshoot basic plumbing circuits and compressed air circuits.
 - Demonstrate the ability to identify, maintain, troubleshoot and repair seals, gaskets, conveyors and belting.
 - Ability to process work requests and work orders utilizing the CMMS.
 - Ability to perform inventory counts utilizing the CMMS.
 - Ability to identify potential energy risks and take to a safe/zero energy state.
 - Ability to identify and maintain equipment in a "Food Safe" Condition.
 - Successful completion of all required safety training (LOTO, Forklift, Scissor lift, Hot Work, etc.)
 - Basic Computer Skills
 - Environmental Training as Required.
- 5) All Maintenance Technician employees will be allowed to advance through all levels of training in accordance with the Maintenance Technician Training Program and shall receive the corresponding rate of pay the first payday after qualifying for each level.

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 call-in line. 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 unless it's an excused absence.

3. 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.

4. 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.

5. 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

REVISED PPA SCHEDULE ELECTION FORM
**(for use by Contributing Employers with Collective Bargaining Agreements in Effect on
December 31, 2020)**

NOTE: By executing this form, the collective bargaining parties are reopening and amending their existing collective bargaining agreement. All parties to the agreement must agree to and sign this Election Form, or it will not be honored by the Fund.

**ALL COLLECTIVE BARGAINING PARTIES ARE ENCOURAGED TO COMPLETE
AND RETURN THIS FORM ON OR BEFORE MARCH 31, 2021.**

Bimbo Bakeries USA (“Employer”), Account #6231-A, and BCTGM Local 26 (“Union”) intend to modify the Denver Production collective bargaining agreement (the “Agreement”) dated November 20, 2016 through November 20, 2021 between Employer and Union by executing and submitting to the Fund this Revised PPA Schedule Election Form. The undersigned represent and warrant that they have the authority to act in this regard on behalf of their respective organizations and that their signatures hereto warrant their respective organization’s agreement to adopt the revised Preferred or Default Schedule (Old Pool) and to abide by the terms and conditions thereof. The undersigned agree as follows:

1. Employer is currently a contributing employer to the Fund.
2. The undersigned parties agree to adopt the Revised PPA Schedule (Preferred or Default, whichever is currently in effect) (Old Pool) as adopted by the Trustees of the Bakery and Confectionery Union and Industry International Pension Fund (“Fund”) effective December 31, 2020. **NOTE: The annual increases currently required under the Preferred or Default Schedules will no longer be required on the anniversary dates on or after this effective date. For employers with a PPA Schedule anniversary date on December 31, 2020 and through March 31, 2021, this Revised PPA Schedule Election Form must be received by the Fund Office (in hard copy, facsimile or as an electronically-transmitted image) before midnight on March 31, 2021 in order to have an effective date of December 31, 2020. Any form received after March 31, 2021 will be prospective in application only.**
3. Employer agrees to be bound by all Fund rules governing contributions to the Fund set forth in the Fund’s PPA Schedules, including but not limited to the requirement to contribute for every hour or portion of an hour, beginning on the first day of employment, that a person (i) works in a job classification that is covered by the collective bargaining agreement or (ii) receives pay in lieu of such work, including all forms of pay for holidays, vacation, sick leave, pro rata vacation and severance, and to make those contributions on behalf of full-time and part-time, temporary and permanent, probationary, seasonal and leased employees, and employees of any other type, either working or receiving pay as specified in (i) or (ii) above.
4. Employer and Union further agree that each term and condition of the Revised PPA Schedule adopted by them herein is incorporated into the Agreement.


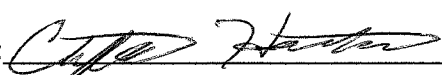
5. This Election Form is hereby made part of the Agreement, and the terms set forth in this Election Form shall define the Employer's contribution obligations to the Fund. Any term in the Agreement that is contrary to a term set forth in this Election Form or that is otherwise contrary to the rules of the Fund and the PPA Schedules shall be of no force and effect.

Upon receipt of this executed Election Form, the Fund will send to Employer and Union an acknowledgement letter confirming the effective date of the Revised PPA Schedule Election for the remaining term of the Agreement.

Agreed this 12th day of January, 2021.

Employer: Bimbo Bakeries USA Union: BCTGM #26

By: Eric Bonawitz By: Clifton Horton

Signed:  Signed: 

Title: Senior Manager, Labor Relations Title: President Local #26

**ALL COLLECTIVE BARGAINING PARTIES ARE ENCOURAGED TO COMPLETE
AND RETURN THIS FORM ON OR BEFORE MARCH 31, 2021.**

LETTER OF UNDERSTANDING
Denver Evans Maintenance
CBA# 9001-09

Bimbo Bakeries USA, Inc., and BCTGM Local NO. 22 agree to the following wage adjustments:

	11/20/22	Within 4 weeks	11/19/23	11/17/24	11/16/25
Increase:	\$0.55		\$0.55	\$0.55	\$0.55
Foreperson 1*	\$33.55	<u>\$35.00</u>	\$34.10	<u>\$35.55</u>	<u>\$36.10</u>
Foreperson 2*	\$32.55	<u>\$34.00</u>	\$33.10	<u>\$34.55</u>	<u>\$35.10</u>
Maintenance Technician Level A	\$31.55	<u>\$33.00</u>	\$32.10	<u>\$33.55</u>	<u>\$34.10</u>
Maintenance Technician Level B	\$30.55	<u>\$32.00</u>	\$31.10	<u>\$32.55</u>	<u>\$33.10</u>
Maintenance Technician Level C	\$29.55	\$29.55	\$30.10	\$30.65	\$31.20

For the Company:

Eric Bonawitz

Date: 4/27/2023

For the Union:

[Signature]

Date: 5/3/2023

Appendix C
Wages

	Current	11/21/21	11/20/22	11/19/23	11/17/24	11/16/25
Increase:		\$ 1.50	\$ 0.55	\$ 0.55	\$ 0.55	\$ 0.55
BREAD PRODUCTION						
Lead Foreperson		\$27.38	\$27.93	\$28.48	\$29.03	\$29.58
Foreperson	\$23.88	\$25.38	\$25.93	\$26.48	\$27.03	\$27.58
Mixer, Oven Operator, Scaler	\$23.33	\$24.83	\$25.38	\$25.93	\$26.48	\$27.03
Pan Stacker	\$23.23	\$24.83	\$25.38	\$25.93	\$26.48	\$27.03
Benchhand/Machine Operator						
Divider, Pan Stacker	\$23.23	\$24.73	\$25.28	\$25.83	\$26.38	\$26.93
BUNS & ROLLS - PRODUCTION						
Foreperson	\$23.88	\$25.38	\$25.93	\$26.48	\$27.03	\$27.58
Mixer, Oven Operator	\$23.33	\$24.83	\$25.38	\$25.93	\$26.48	\$27.03
Benchhand/Machine Operator						
Divider, Racker, Pan Feeder/Setter, Model K Operator	\$23.23	\$24.73	\$25.28	\$25.83	\$26.38	\$26.93
BREAD - WRAPPING						
Lead Foreperson		\$27.21	\$27.76	\$28.31	\$28.86	\$29.41
Foreperson	\$23.71	\$25.21	\$25.76	\$26.31	\$26.86	\$27.41
Operator	\$23.23	\$24.73	\$25.28	\$25.83	\$26.38	\$26.93
Tailer	\$22.86	\$24.36	\$24.91	\$25.46	\$26.01	\$26.56
Feeder	\$22.81	\$24.73	\$25.28	\$25.83	\$26.38	\$26.93
BUNS & ROLLS - WRAPPING						
Foreperson	\$23.71	\$25.21	\$25.76	\$26.31	\$26.86	\$27.41
Operator	\$23.23	\$24.73	\$25.28	\$25.83	\$26.38	\$26.93
Tailer	\$22.86	\$24.36	\$24.91	\$25.46	\$26.01	\$26.56
Feeder	\$22.81	\$24.31	\$24.86	\$25.41	\$25.96	\$26.51

RECEIVING DEPARTMENT

Lead Foreperson		\$27.19	\$27.74	\$28.29	\$28.84	\$29.39
Foreperson	\$23.69	\$25.19	\$25.74	\$26.29	\$26.84	\$27.39
Receiving	\$23.21	\$24.71	\$25.26	\$25.81	\$26.36	\$26.91

SANITATION

Lead Foreperson		\$27.19	\$27.74	\$28.29	\$28.84	\$29.39
Foreperson	\$23.69	\$25.19	\$25.74	\$26.29	\$26.84	\$27.39
Offices, Washroom, Sanitor – General	\$22.81	\$24.73	\$25.28	\$25.83	\$26.38	\$26.93

CHECKING DEPARTMENT

Lead Foreperson		\$27.21	\$27.76	\$28.31	\$28.86	\$29.41
Foreperson	\$23.71	\$25.21	\$25.76	\$26.31	\$26.86	\$27.41
Checker	\$23.23	\$24.73	\$25.28	\$25.83	\$26.38	\$26.93
Vacation Relief Person, Break Relief Person, Day Off Relief Person	\$23.33	\$25.33	\$25.88	\$26.43	\$26.98	\$27.53

GRAND JUNCTION

Retail Store Clerk 1	\$18.72	\$20.22	\$20.77	\$21.32	\$21.87	\$22.42
Retail Store Clerk 2 (Full- Time and Part-Time)	\$18.62	\$20.12	\$20.67	\$21.22	\$21.77	\$22.32
Loader Clerk	\$21.27	\$22.77	\$23.32	\$23.87	\$24.42	\$24.97