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Re: BCTGM & Kellogg Master Negotiations

Dear David:

The Unions have reviewed your letter of October 3, and have asked me to respond on their behalf.

As an initial matter, based on the contract language, as well our review of the cases that Keith provided on Sunday morning, we do not believe that Kellogg's interpretation of the Duration provisions of the Master Agreement is correct. Roger Miller's letter to Ken Hurley of July 20 was timely, clear in its purpose, and plainly sufficed as the "written notice" to "terminate, amend or modify" the Agreement referenced under Section 10.03(a). We therefore cannot agree with your conclusion that a "rollover" of contract terms has occurred. To the contrary, the Master Agreement expired as scheduled on October 5, 2020. Furthermore, even if Kellogg's view were correct and the Master terms remained in effect, we do not believe that a strike would breach the Master. Rather, the Master only prohibits strikes over grievable disputes. See Kellogg Co., 189 N.L.R.B. 948 (1971), aff'd sub nom. Kellogg Co. v. NLRB, 457 F.2d 519 (6th Cir. 1972), cert. den., 409 U.S. 850 (1972). A strike undertaken in support of the Union's proposals in negotiations for a successor Master Agreement is not such a dispute.

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While we wanted to clarify our position on the issue raised in your letter, the Unions certainly share your hope that the parties will reach mutually acceptable terms for a new Master, and avert any need to litigate this issue.

Sincerely,

/s/ Devki K. Virk

Devki K. Virk

cc: Keith Eastland
Anthony Shelton, International President
David Woods, International Secretary-Treasurer
Roger Miller, International Vice-President
(all via email only)