

**TONY DOWNS FOODS COMPANY
PARTIAL COMPANY PROPOSAL
November 14, 2023**

FOUR YEAR CONTRACT

- 8.05** Add underlined language and strike language as indicated: All warning notices will expire after one (1) year from date of issue except that warning notices for behavioral issues involving harassment or disruptive or aggressive behavior will not expire ~~after two (2) years from the date of issue.~~
- 9.02** Add underlined language: It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the forty-fifth (45th) working day following the beginning of such employment, become and remain members in good standing in the Union. The Union currently uses an online electronic method for enrolling new members.
- 9.04** Add underlined language: The Company shall deduct, as to each employee who shall authorize it in writing on the appropriate form, from the first pay payable to such employee each month, the regular monthly Union dues for the current month and the initiation fee of the Union, if due and owing, and promptly remit same to the Financial Secretary of the Local Union. The Union shall notify the Company of the names of each such Financial Secretary and the address to which such dues collections shall be sent. On or before the first (1st) day of each month the Union shall notify the Company of the names of employees whom the Union has enrolled as new Union members during the prior month.
- 10.04** Following changes to departments:
1. Prep, Marination, X-ray and Janitorial
 2. IQF, Matrix, Spiral Room ~~(includes West Oven)~~
 3. Shipping and receiving
 4. Maintenance
 5. Can Caseup
 6. Oven and Canning (New East and West #2 ~~(East)~~)
 7. Oven and Canning (East-#1 ~~(West & Retort)~~)
 8. Logging/Bagging, Log Mixing and Log Caseup
 9. ~~Matrix~~, Soft Can and Soft Can Caseup

- 10.09** Change (g) from one year to six months.
- 11.02(a)** Delete “relating to fowl processing” in third line.
- 13.08 & 13.09** Drop 13.08 & change 13.09 as follows: “The holiday shall be the calendar day for scheduling, working and hours paid.”
- 17.01 & 17.04** Change “employees who weld” to “maintenance employees”
- ART. XIX** Add underlined language and strike language as indicated to heading: UNPAID LEAVES OF ABSENCE, AND SICK LEAVE, ESST AND MINNESOTA PAID FAMILY AND MEDICAL LEAVE
- New 19.07** Effective January 1, 2024 the Company will implement a policy in compliance with the Minnesota Earned Sick and Safe Time (ESST) Law. The Company and the Union agree that the Company has the discretion to set its ESST policy, and subsequently change its policy, as long as its policy complies with the Minnesota Earned Sick and Safe Time Law.
- New 19.08** Effective January 1, 2026 the Company will implement a policy in compliance with the new Minnesota Paid Family and Medical Leave law. The Company and the Union agree that the Company has the discretion to set its policy with respect to this new law, and subsequently change its policy, as long as its policy complies with the new Minnesota Paid Family and Medical Leave law.

The Company reserves the right to add additional proposals or to change these proposals. Company proposals and acceptance of union proposals shall not become binding or unalterable until they are signed off by both parties.