

**Negotiations for Successor Agreement
UFCW Local 663 and Tony Downs Foods
Union Proposal 2 on 11/14/2023**

Union Response to Employer Proposals:

- E1. Change to 8.05 - clarification needed
- E2. Change to 9.02 - clarification needed
- E3. Change to 9.04 - clarification needed
- E4. Change to departments - **TA'd on 11/14/23**
- E5. Change to 10.09 - maintain existing language
- E6. Change to 11.02(a) - **TA'd on 11/14/23**
- E7. Changes to 13.08 & 13.09 - maintain existing language
- E8. Change to 17.01 & 17.04 - **TA'd on 11/14/23, subject to clarification**
- E9. Article XIX title change to "Unpaid Leaves of Absence, Sick Leave, ESST and Minnesota Paid Family and Medical Leave" - **TA'd on 11/14/23**
- E10. New 19.07 - See counter language in U11
- E11. New 19.08 - See counter language in U11

Union Proposals, amended where noted:

- U1. Term of Agreement
 - a. 3 year contract, subject to total agreement.
- U2. Grievance Procedure
 - a. Change all instances of "two (2) working days" to "five (5) working days"
- U3. Hours of Work
 - a. Strike section 11.04(b).
 - b. At least 2 weeks notice on schedules, including weekend work.
 - c. Eliminate hours requirements in section 11.07 for double time on Sundays.
 - d. Employees shall be guaranteed 2 consecutive days off each week.
 - e. Voluntary overtime will be offered up by seniority, starting with the most senior qualified employee; Involuntary (i.e. mandatory) overtime will be assigned by inverse seniority and thereby assigned to the least senior qualified employee.
 - f. Overtime at 1.5x for all hours worked on a 6th consecutive day; overtime at 2x for all hours worked on a 7th consecutive day and all consecutive days thereafter.
- U4. New Article on Immigration Rights
 - a. See attached.
- U5. Tools and Clothing Furnished
 - a. Increase boot allowance for maintenance up to \$300 maximum each year.
 - i. Expand to include those who drive electric hand jacks and machine operators.
 - b. Provide adequate cold climate gear for employees working in cold areas
- U6. Funeral Leave
 - a. Change from funeral leave to bereavement leave. - **TA'd on 11/14/23**
 - b. Increase from 3 days to 5 days.

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- c. Add aunts and uncles.
- d. Can extend to up to 2 weeks (up to 4 weeks if out of the country) as unpaid
 - i. May use accrued vacation or sick time to receive pay for all or a portion of the extended time.

U7. Vacation Time eligibility

- a. Eligible to use vacation time after 6 months of employment and strike days worked requirement.

U8. Vacation Time Accrual

- a. Earned vacation time will accrue each pay week and begin accruing at time of hire (employees shall receive accrued vacation time upon completion of first 6 months of employment).
- b. Vacation accrual at the following rates, based on Company seniority:

| | |
|-----------------|---------------------------------------|
| Less than 1 yr: | 0.769 hours/week (40 hours annually) |
| 1-2 years: | 1.538 hours/week (80 hours annually) |
| 2-3 years: | 2.308 hours/week (120 hours annually) |
| 3-5 years: | 3.077 hours/week (160 hours annually) |
| 5+ years: | 3.846 hours/week (200 hours annually) |

U9. Vacation Carryover

- a. Earned vacation hours will carry over year to year.

U10. Vacation requests **[Union withdraws these proposals on 11/14/23]**

U11. Sick Leave **[NEW]**

- a. Insert new section between current 19.01 and 19.02:
 - i. Employees, beginning their first day of work, shall accrue paid sick leave. Paid sick leave shall accrue at a rate of one (1) hour for every twenty (20) hours worked. Employees shall be permitted to use accrued sick leave in accordance with the Minnesota Earned Sick and Safe Time (ESST) Law.
 - ii. The Company will develop a proposed policy for compliance with the Minnesota Paid Family and Medical Leave law that is scheduled to go into effect on January 1, 2026. No less than six (6) months before the implementation of the policy, the parties shall meet to negotiate over the policy and its impact.

U12. Holidays

- a. Add MLK Day
- b. ~~Paid full 8 hours for holidays (not based on previous 4 week average)~~ **[withdrawn on 11/14/23]**
- c. If the company closes the plant for additional days surrounding a holiday, those days will be paid as paid holidays.
- d. Excused absences (e.g. due to inclement weather) on the work shift before or after a holiday will not adversely affect employees' eligibility for holiday pay.

U13. Health Insurance (**NEW**)

a. Amend 15.02 (middle section) to read as follows:

i. Employees enrolled in the plan will pay the following weekly premium:

| | # yrs in plan | 2023 | 2024 | 2025 | 2026 |
|-------------------|------------------|---------|---------|---------|---------|
| Employee + Family | 1st year in plan | \$53.69 | \$55.69 | \$57.69 | \$59.69 |
| | 2nd yr in plan | \$49.41 | \$51.41 | \$53.41 | \$55.41 |
| | 3rd+ yr in plan | \$44.90 | \$46.90 | \$48.90 | \$50.90 |
| Employee Only | 1st year in plan | \$23.53 | \$24.53 | \$25.53 | \$26.53 |
| | 2nd yr in plan | \$21.94 | \$22.94 | \$23.94 | \$24.94 |
| | 3rd+ yr in plan | \$20.36 | \$21.36 | \$22.36 | \$23.36 |

U14. Retirement (**NEW**)

a. Increase 401(k) match, as follows:

- i. Effective 1/1/24: 50% match on first 6%
- ii. Effective 1/1/25: 75% match on first 6%
- iii. Effective 1/1/26: 100% match on first 6%

U15. Wages - General Labor

a. Eliminate language for pay rates below General Labor Rate

b. Increase General Labor Rate as follows:

Effective 10/1/2023: \$23.60

Effective 10/1/2024: \$26.00

Effective 10/1/2025: \$28.00

c. Maintenance Mechanic Wage Scale as follows:

Effective 10/1/2023: \$27.00

Effective 10/1/2024: \$29.00

Effective 10/1/2025: \$31.00

d. Waste Water Operator Wage Rates as follows:

Effective 10/1/2023: \$27.00

Effective 10/1/2024: \$29.00

Effective 10/1/2025: \$31.00

e. Minimum Annual Wage Increases:

Effective 10/1/2023: \$4.00

Effective 10/1/2024: \$2.00

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Effective 10/1/2025: \$2.00

U16. Wage Differentials

- a. Increase Working Foreman differential to \$3.00
- b. Increase Leadperson differential to \$2.00
- c. Increase all Production Department and Shipping/Receiving Department differentials
- d. Add night differential of \$1.00/hour for all employees (not just maintenance)
- e. When employees in other job classifications are required to perform maintenance duties, such employees shall be paid \$2.00/hour more for all hours worked that day (stacks on top of all normal differentials).

U17. Contributions to Child Wellbeing Fund

- a. See attached.

U18. Emergency Closures and Inclement Weather

- a. No loss of pay for emergency closures of the plant.
- b. During a declared weather emergency, all employee absences will be excused and employees will be allowed to use accrued sick or vacation time.
- c. Employees who work during a declared weather emergency will be paid double time for all hours worked.

U19. Union visitation (**AMENDED**)

- a. Strike from 5.02(a) the sentence: "The Union shall provide this notice at least 24 hours in advance when possible."
- b. Add to 5.03(c): Union access to work/production areas will not be unreasonably denied.

U20. Good Attendance

- a. Each quarter, employees with perfect attendance will bank an additional eight (8) hours of vacation time.

Technical Clean Up

1. Section 6.01, in Step 3, strike the word "International" - **TA'd on 11/14/2023**
2. Change all references of "mailed to the Union" in 8.03 and 8.04 to emailed; add courtesy email notice to Article 25. - **TA'd on 11/14/2023**
3. Add Annex to Section 10.04 [**withdrawn by union**]
4. Change 10.07 "Union President" to "designated Union Representative" - **TA'd on 11/14/2023**
5. Update Health & Safety Article to conform to legislative changes. [**Union will review legislation to evaluate if we believe additional contract language is warranted**]