

**Negotiations for Successor Agreement
UFCW Local 663 and Tony Downs Foods
Union Proposal 6 on 12/18/2023
[new changes in bold]**

Union Response to Employer Proposals:

- E1. Change to 8.05 - maintain existing language
- E7. Changes to 13.08 & 13.09 - maintain existing language
- E10. 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. **[TA on 12/18 at 5pm]**
- E11. 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~~ will develop a 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. No less than six (6) months before the implementation of the policy, the parties shall meet to negotiate, as a reopener, over the policy and its impact; no other provisions of the contract may be subject to these negotiations unless mutually agreed upon by the parties and all other provisions of the contract shall remain intact. **[union counter on 12/18 at 5pm]**
- E. Amend 15.05 to add: As of January 1, 2026 any weekly accident benefit that overlaps with the Minnesota Paid Family and Medical Leave law will be eliminated; should there be no overlap, the current benefit will not change. **[TA on 12/18 at 5pm]**

Union Proposals, amended where noted:

- U1. Term of Agreement
- a. 3 year contract, subject to total agreement.
- U3. Hours of Work
- c. Eliminate hours requirements in section 11.07 for double time on Sundays. **[need clarification with ESST]**
- e. Overtime: **[union counter 12/18 at 5pm]**
New 11.03(a): The Company may require overtime. In circumstances when the Company determines overtime is not required for all employees, the Company will first offer overtime by seniority (by department or plant, whichever is applicable) and then will require overtime of employees in reverse seniority order (by department or plant, whichever is applicable). Notwithstanding the foregoing sentence, the Company may **from time to time** require employees in classified positions to work overtime regardless of their seniority, ~~based on the need qualification to operate the necessary equipment to maintain operations; in such circumstances, the Company will require overtime of qualified employees in reverse seniority order.~~
- U4. New Article on Immigration Rights

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a. See attached.

U5. Tools and Clothing Furnished **[waiting on Employer counter]**

- 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

U8. Vacation Time Accrual [union proposal amended on 11/22]

- b. Increase vacation time to:
 - 1 week on 1st anniversary
 - 2 weeks on 2nd anniversary
 - 3 weeks on 3rd+ anniversary
 - 4 weeks on 5th+ anniversary
 - 5 weeks on 10th+ anniversary

U11. Sick Leave **[see counter proposals to E10 and E11 above]**

- 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

- c. If the company closes the plant for additional days surrounding a holiday, those days will be paid as paid holidays.

U13. Health Insurance

- 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

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	3rd+ yr in plan	\$20.36	\$21.36	\$22.36	\$23.36
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- b. No plan design changes (e.g. deductibles, OOP max, etc.), except as otherwise specified, during term of agreement.
- c. Beginning January 1, 2025, should the 2024 health insurance claims experience increase by ten percent (10%) or more over the prior year's claims, the Company **may** increase out-of-pocket maximums by \$250 per family member and \$750 per family.
- d. **[Only IF the parties agree to a 4 yr contract:]** Beginning January 1, 2027, should the 2025 or 2026 health insurance claims experience increase by ten percent (10%) or more over the prior year's claims, the Company **may** increase out-of-pocket maximums by \$250 per family member and \$750 per family.

U14. Retirement

- a. Increase 401(k) match, as follows: [amended on 11/22]
 - i. Effective 1/1/24: 50% match on first 5%
 - ii. Effective 1/1/25: 75% match on first 5%
 - iii. Effective 1/1/26: 100% match on first 5%

U15. Wages - General Labor

- a. Eliminate language for pay rates below General Labor Rate, replaced by wage grids
- b. [Replaced by wage scales, attached]
 - i. Wage scales would replace all of 23.00 and 23.01, except maintain \$3.00/hr differential for Retort

U16. Wage Differentials

- b. Increase Leadperson differential to \$2.00 [incorporated in wage scale]
- c. Increase all Production Department and Shipping/Receiving Department differentials [incorporated in wage scale]
- 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).~~ **[withdrawn on 12/18 at 5pm]**

U17. Contributions to Child Wellbeing Fund

- a. See attached.

U18. Emergency Closures and Inclement Weather

- a. Employees shall experience no loss of pay for emergency closures of the plant, not to exceed seven (7) calendar days. **[union counter on 12/18 at 5pm]**
- c. ~~Employees who work during a declared weather emergency will be paid double time for all hours worked.~~ **[withdrawn on 12/18 at 5pm]**

U19. Union visitation

- 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.

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