

**Negotiations for Successor Agreement
UFCW Local 663 and Tony Downs Foods
Union Proposal 7 on 12/19/2023
[new changes in bold]**

Union Response to Employer Proposals:

E7. Changes to 13.08 & 13.09 - maintain existing language

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. **[waiting on employer counter]**

Union Proposals, amended where noted:

U1. Term of Agreement

- a. **4** year contract, subject to total agreement.

U3. Hours of Work

- c. Eliminate hours requirements in section 11.07 for double time on Sundays. **[conceptual TA to verbal counter from Employer, subject to agreement on language]**
- e. Overtime: **[waiting on employer counter]**
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 to maintain operations.

U4. New Article on Immigration Rights

- a. **See counter proposal attached.**

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

- 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 counter proposal on 12/19]**

- b. Increase vacation time to:
 - 1 week on 1st anniversary

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- 2 weeks on 2nd anniversary
- 3 weeks on ~~3rd+ 5th+~~ anniversary
- 4 weeks on ~~5th+ 10th+~~ anniversary
- ~~5 weeks on 10th+ anniversary~~

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 **[union counter proposal on 12/19]**

- 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	2027
Employee + Family	1st year in plan	\$53.69	\$55.69	\$57.69	\$59.69	\$61.69
	2nd yr in plan	\$49.41	\$51.41	\$53.41	\$55.41	\$57.41
	3rd+ yr in plan	\$44.90	\$46.90	\$48.90	\$50.90	\$52.90
Employee Only	1st year in plan	\$23.53	\$24.53	\$25.53	\$26.53	\$27.53
	2nd yr in plan	\$21.94	\$22.94	\$23.94	\$24.94	\$25.94
	3rd+ yr in plan	\$20.36	\$21.36	\$22.36	\$23.36	\$24.36

- b. No **plan design** changes to (e.g. deductibles, **co-pays, co-insurance**, OOP max, **etc.**), except as otherwise specified **or imposed by the insurance provider**, during term of agreement.
- c. **Beginning January 1, 2026, 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: **[union counter on 12/19]**
 - i. Effective 1/1/24: 50% match on first 5%
 - ii. Effective 1/1/25: ~~75%~~ **50%** match on first 5%
 - iii. Effective 1/1/26: ~~400%~~ **75%** match on first 5%

U15 & U16. Wages & Wage Differentials

[See wage proposal attached.]

U17. Contributions to Child Wellbeing Fund

- a. **See counter proposal attached.**

U18. Emergency Closures and Inclement Weather

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- 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]

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. Amend 5.02(c): Union visits with employees shall take place in the employee lunchrooms during employees' non-working time. The Union will need the Company's approval to visit any other area of the Company's premises, **but will not be unreasonably denied with at least 24 hours of the request or under special circumstances**, and the Union representative must be accompanied at all times by a representative of the Company's management. **Add to 5.03(c): Union access to work/production areas will not be unreasonably denied.** [union counter on 12/19]

~~U20. Good Attendance~~

- ~~a. Each quarter, employees with perfect attendance will bank an additional eight (8) hours of vacation time. **[withdrawn on 12/19]**~~