

**Recommended Tentative Agreement  
between  
Branding Iron Holdings (Production)  
and  
UFCW Local 655**

*Understanding This Proposal*

**PRINT IN BOLD REPRESENTS PROPOSED NEW LANGUAGE.**

**PRINT WITH A LINE THROUGH IT REPRESENTS LANGUAGE PROPOSED TO BE DELETED.**

**PRINT IN GREEN INDICATES A SUMMARY OF THE PROPOSED CHANGE THAT WOULD HAVE A POSITIVE EFFECT ON PARTNERS.**

**PRINT IN BLUE INDICATES A SUMMARY OF THE PROPOSED CHANGE THAT WOULD HAVE NO EFFECT ON PARTNERS.**

**PRINT IN RED INDICATES A SUMMARY OF THE PROPOSED CHANGE THAT WOULD HAVE A NEGATIVE EFFECT ON PARTNERS.**

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The current collective bargaining agreement with the following modifications:

**1. ARTICLE 4 – SENIORITY**

*New Section -*

**4.2 Employees will be allowed to bid to jobs posted by the Employer from one shift to another provided they are qualified to perform the job to which they are bidding. The Employer will determine who should fill the job opening by taking into consideration who satisfies the qualifications for the job and can perform the duties of the job. If the Employer determines that there are two or more “equally qualified” employees who signed the internal job posting, the most senior employee will be selected. The Employer reserves the right to determine the qualifications for jobs and determine if any employee satisfies the qualifications for the job. When the Employer determines that there is no qualified employee, the Employer retains the right to hire an external candidate for the job opening. This process will be utilized solely for single job openings. When multiple openings in a department occur [two (2) or more simultaneously such as a crew expansion], the Employer retains the right to fill jobs from any additional sources (internal and external) based on qualifications. Employees will not be allowed to bid from one shift to another due to the creation of temporary new lines during peak season. No employee will be moved to their new shift until their replacement has been trained and qualified.**

**EFFECT: THIS IS CONSIDERED CLEAN UP. THIS WAS FORMERLY SIDE LETTER #2 WHICH IS NOW BEING INCORPORATED INTO THE BODY OF THE CONTRACT. THIS HAS NETIHER A POSITIVE NOR A NEGATIVE EFFECT FOR OUR PARTNERS.**

## **2. ARTICLE 5 – DISPUTE PROCEDURE**

5.1 Should any differences, disputes including safety disputes, or complaints arise over the interpretation or application of the contents of this Agreement including claims of discrimination by any employee against the Employer relating to sex, race, religion, age, **sexual orientation, gender identity, gender expression**, national origin, disability in accordance with the law, union activity or affiliation, the family medical leave act and alleged retaliation relating to any workers' compensation act, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

**EFFECT: THE NON-DISCRIMINATION ARTICLE ALREADY ADDRESSES SEXUAL ORIENTATION, GENDER IDENTITY, AND GENDER EXPRESSION, HOWEVER IT SHOULD BE ADDRESSED AS PART OF THE DISPUTE PROCEDURE AS WELL. THIS HAS NEITHER A POSITIVE NOR A NEGATIVE EFFECT ON OUR PARTNERS.**

## **3. ARTICLE 7 – HOURS OF WORK**

7.8 If an employee works in excess of two (2) hours beyond ~~his or her~~ **their** scheduled shift, the employee will be granted a fifteen (15) minute rest period.

**EFFECT: HERE, AND THROUGHOUT THE DOCUMENT, WE WISH FOR THE CONTRACTS TO BE GENDER NEUTRAL AND WILL BE MAKING THE ADJUSTMENTS TO INCLUDE EVERYONE. THIS HAS NEITHER A POSITIVE NOR A NEGATIVE EFFECT ON OUR PARTNERS.**

## **4. ARTICLE 7 – HOURS OF WORK**

*New Section -*

7.9 All employees will receive at least one full week-end (Saturday and Sunday) off per month during the peak season. Employees may volunteer to work on their designated week-end off, but that does not entitle the employee to another week-end (Saturday and Sunday) off during that month.

**EFFECT: THIS IS CONSIDERED CLEAN UP. THIS WAS FORMERLY SIDE LETTER #3 WHICH IS NOW BEING INCORPORATED INTO THE BODY OF THE CONTRACT. THIS HAS NETIHER A POSITIVE NOR A NEGATIVE EFFECT FOR OUR PARTNERS.**

## **5. ARTICLE 8 – HOLIDAYS**

8.6 Each employee shall receive one (1) additional personal holiday on the employee's anniversary dates as follows: first (1<sup>st</sup>), fifth (5<sup>th</sup>), twelfth (12<sup>th</sup>), fourteenth (14<sup>th</sup>), sixteenth (16<sup>th</sup>),

eighteenth (18<sup>th</sup>), and twentieth (20<sup>th</sup>) twenty-fifth (25<sup>th</sup>), thirtieth (30<sup>th</sup>) and thirty-fifth (35<sup>th</sup>) year of employment. These holidays can be taken at any time, together or separately, as mutually agreed between the Employer and the employee, provided the employee gives at least seven (7) day's notice.

**Effective January 1, 2026, the following paragraph will be replaced with:**

**Upon the employees anniversary date, all employees shall receive personal holidays based on the following schedule.**

| <b>Anniversary</b> | <b>Personal Holidays</b> |
|--------------------|--------------------------|
| <b>1</b>           | <b>2</b>                 |
| <b>3</b>           | <b>3</b>                 |
| <b>10</b>          | <b>4</b>                 |
| <b>13</b>          | <b>5</b>                 |
| <b>16</b>          | <b>6</b>                 |
| <b>19</b>          | <b>7</b>                 |
| <b>21</b>          | <b>8</b>                 |
| <b>24</b>          | <b>9</b>                 |
| <b>27</b>          | <b>10</b>                |
| <b>30</b>          | <b>11</b>                |
| <b>35</b>          | <b>12</b>                |

**These holidays can be taken at any time, together or separately, as mutually agreed between the Employer and the employee, provided the employee gives at least seven (7) days notice.**

Up to three (3) of days of paid time off (Personal days, vacation days, etc.) may be used without the seven (7) day notice and using such will not have attendance points applied.

**EFFECT: THIS CHANGE WILL ALLOW OUR PARTNERS TO EARN PERSONAL HOLIDAYS SOONER AND ACCUMULATE MORE PERSONAL HOLIDAYS THROUGHOUT THEIR TIME AT HOLTEN/BRANDING IRON. MOST OF OUR PARTNERS WILL RECEIVE ADDITIONAL PERSONAL HOLIDAYS THAN IN PREVIOUS YEARS WHICH IS A POSITIVE EFFECT ON OUR PARTNERS.**

## **6. ARTICLE 11 – HEALTH & WELFARE**

11.1 The Company shall continue pay ~~four dollars and ninety nine cents (\$4.99)~~ **four dollars and seventy-five cents (\$4.75)** per hour for all hours paid with a maximum of forty (40) hours per week for all employees covered by this Agreement, into the United Food and Commercial Workers Union, Local No. 655 Welfare Fund.

~~Effective June 1, 2022, for hours paid in May 2022; the Company shall pay four dollars and seventy seven cents (\$4.77) per hour.~~

~~Effective June 1, 2023, for hours paid in May 2023; the Company shall pay four dollars and seventy six cents (\$4.76) per hour.~~

~~Effective June 1, 2024, for hours paid in May 2024; the Company shall pay four dollars and seventy five cents (\$4.75) per hour.~~

**Effective June 1, 2025, for hours paid in May 2025, the Company shall pay five dollars and sixty-eight cents (\$5.68) per hour.**

Effective June 1, ~~2025~~**2028**, for hours paid in May, ~~2025~~**2028**, and for all subsequent periods during the term of this Agreement, the Company will pay the amount uniformly established by the Trustees for other employers contributing for the same classification of benefits.

There will be three (3) one-month company contribution holidays. The first holiday will be the ~~August 2022~~ **December 2025** payment for hours paid in ~~July 2022~~ **November 2025**; the second holiday will be for the ~~August 2023~~ **September 2026** payment for hours paid in ~~July 2023~~ **August 2026**, the third for the ~~July 2024~~ **November 2027** payment for hours paid in ~~June 2024~~ **October 2027**. If any contribution holiday would result in the Health and Welfare Fund having less than three (3) months of reserves **at the termination of this agreement**, excluding IBNR, as determined by the Fund's actuaries, then the contribution holiday will be nullified.

For purposes of interpreting the provisions of this Section, refer to the "Pension and Health and Welfare Interpretation Rules Addendum" which is attached hereto and incorporated by reference as if fully set out herein.

11.2 Employees whose spouses do not have their own primary health insurance will contribute an additional pre-tax employee contribution of forty dollars (\$40.00) per week to the Welfare Fund for spousal coverage.

11.3 All employees who are eligible for benefits from the Fund, or who become eligible for benefits from the Fund, shall make employee contributions in order to become and remain eligible for benefit coverage from the Fund. The contributions shall be deducted on a pre-tax weekly (or if applicable, bi-weekly) basis by the Employer. Such deductions shall be as follows:

20% of the amount uniformly established by the Trustees of the Welfare Fund for the employers contributing for the same classification of benefits for all hours paid to the employee with a maximum of forty (40) hours per week.

An employee who elects to decline coverage and not pay the above Employee Contributions in accordance with this Agreement shall not receive benefits from the Fund.

The employee's declination of coverage shall not relieve the Employer of its obligation to contribute on behalf of that employee.

Employee's will elect in writing the "Plan" of benefit coverage they will participate in from among the "Plans" they are eligible for, based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same Benefit Plan (A,B,C,D, or no coverage) unless the employee notifies the Health & Welfare Fund office in writing during the next enrollment period prior to January of each year. Employees will have the option to change Plan of Benefits (based on eligibility guidelines) or discontinue coverage during the annual enrollment period prior to the applicable January of each year.

Employees will elect in writing the coverage level (i.e. employee only, employee and spouse, etc.) from among the coverage levels that they are eligible for based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same coverage level unless the employee notifies the Health and Welfare Fund Office in writing during the next enrollment period prior to January of each year of the employee's desire to change the coverage level or discontinue coverage.

Employees who have declined coverage can only elect coverage during open enrollment periods or in the event of a "life changing event", as defined in the Plan Document/Summary Plan Description.

A newly eligible employee who does not make an election will be enrolled in Plan D at the highest level of coverage for which ~~he/she~~ **the employee** is eligible based on hours paid. Any person who is automatically enrolled in this manner has the right to decline or change the coverage prospectively at any time by submitting a request in writing.

**11.4 The Company shall not be required to make contributions on behalf of all part-time employees for the first eleven (11) months of employment. The parties agree that the obligation to contribute begins on the first day of the twelfth (12<sup>th</sup>) month of employment, with the first month being defined as the month in which the employee works his/her first hour.**

**Example: An employee first works an hour for a contributing employer on July 25, 2015. The Company's obligation begins with hours worked on and after June 1, 2016.**

**Notwithstanding the foregoing, the Company agrees that it will report all hours paid on all employees beginning with the date of hire and also report whether the employee is variable hour or known full-time, within the meaning of the Affordable Care Act guidance. In addition, notwithstanding the foregoing, the obligation to contribute on behalf of an employee designated by the Company as a known full-time employee will begin with the first hour worked.**

**11.5 An Early Retirement Incentive Program (ERIP) is available to all bargaining unit members who meet the eligibility requirements established by the Board of Trustees of the Health and Welfare Fund, as those requirements exist on the date that coverage under the ERIP begins. The parties acknowledge and agree that the Board of Trustees has the right and authority to modify the rules and requirements of the ERIP Program at any time.**

**11.6 The Trust Agreement and any and all amendments thereto are hereby made a part of this Agreement and are incorporated by reference as if fully set out herein, and the Company hereby agrees to be bound by said Trust Agreement. The parties acknowledge that the Trustees of the Welfare Fund reserve the right to amend or terminate the Plan at any time.**

**EFFECT: ALTHOUGH COMPANY CONTRIBUTIONS HAVE INCREASED IN THIS PROPOSAL, THE CONTRIBUTIONS HAVE NOT INCREASED AT A RATE TO MAINTAIN CURRENT BENEFITS. THE HEALTH & WELFARE TRUSTEES WOULD HAVE TO MODERATELY ADJUST BENEFITS. THE BENEFIT CHANGES ARE OUTLINED BELOW. ALTHOUGH \$0.97 IN CONTRIBUTIONS ARE BEING ADDED, THE BENEFIT ADJUSTMENTS MAKE THIS A NEUTRAL EFFECT ON OUR PARTNERS.**

| <b>Plan A Changes</b>                           |                    |                    |
|---|--------------------|--------------------|
|   | (Current)          | (Proposed Change)  |
| Deductible [Single]                             | \$400              | \$450              |
| Deductible [Child(ren)/Spouse]                  | \$400 per person   | \$450 per person   |
| Deductible [Family]                             | \$1,200            | \$1,350            |
| Office Copays (PCP/Specialist)                  | \$15/\$20          | \$20/\$35          |
| Immediate Care (Emerg. Room/Urgent Care)        | \$100/\$50         | \$200/\$75         |
| Out of Network Service                          | 40%                | 50%                |
| Medical Out-of-Pocket Max. [Single]             | \$2,000            | \$2,250            |
| Medical Out-of-Pocket Max. [Child(ren)/ Spouse] | \$2,000 per person | \$2,250 per person |
| Medical Out-of-Pocket Max. [Family]             | \$5,000            | \$5,625            |
| Prescription Deductible                         | \$100 per person   | \$150 per person   |

| <b>Plan B Changes</b>                           |                    |                    |
|---|--------------------|--------------------|
|   | (Current)          | (Proposed Change)  |
| Deductible [Single]                             | \$450              | \$500              |
| Deductible [Child(ren)/Spouse]                  | \$450 per person   | \$500 per person   |
| Deductible [Family]                             | \$1,350            | \$1,500            |
| Office Copays (PCP/Specialist)                  | \$15/\$20          | \$20/\$35          |
| Immediate Care (Emerg. Room/Urgent Care)        | \$100/\$50         | \$200/\$75         |
| Out of Network Service                          | 40%                | 50%                |
| Medical Out-of-Pocket Max. [Single]             | \$2,250            | \$2,500            |
| Medical Out-of-Pocket Max. [Child(ren)/ Spouse] | \$2,250 per person | \$2,500 per person |
| Medical Out-of-Pocket Max. [Family]             | \$5,625            | \$6,250            |
| Prescription Deductible                         | \$150 per person   | \$200 per person   |

| Plan C Changes                                  |                    |                    |
|---|--------------------|--------------------|
|   | (Current)          | (Proposed Change)  |
| Deductible [Single]                             | \$550              | \$600              |
| Deductible [Child(ren)/Spouse]                  | \$550 per person   | \$600 per person   |
| Deductible [Family]                             | \$1,650            | \$1,800            |
| Office Copays (PCP/Specialist)                  | \$15/\$20          | \$25/\$40          |
| Immediate Care (Emerg. Room/Urgent Care)        | \$100/\$50         | \$200/\$75         |
| Out of Network Service                          | 40%                | 50%                |
| Medical Out-of-Pocket Max. [Single]             | \$2,500            | \$2,750            |
| Medical Out-of-Pocket Max. [Child(ren)/ Spouse] | \$2,500 per person | \$2,750 per person |
| Medical Out-of-Pocket Max. [Family]             | \$6,250            | \$6,875            |
| Prescription Deductible                         | \$200 per person   | \$250 per person   |

| Plan D Changes                                  |                    |                    |
|---|--------------------|--------------------|
|   | (Current)          | (Proposed Change)  |
| Deductible [Single]                             | \$1,250            | \$1,400            |
| Deductible [Child(ren)/Spouse]                  | \$1,250 per person | \$1,400 per person |
| Deductible [Family]                             | \$3,750            | \$4,200            |
| Office Copays (PCP/Specialist)                  | \$15/\$20          | \$25/\$40          |
| Immediate Care (Emerg. Room/Urgent Care)        | \$100/\$50         | \$200/\$75         |
| Out of Network Service                          | 40%                | 50%                |
| Medical Out-of-Pocket Max. [Single]             | \$2,500            | \$3,000            |
| Medical Out-of-Pocket Max. [Child(ren)/ Spouse] | \$2,500 per person | \$3,000 per person |
| Medical Out-of-Pocket Max. [Family]             | \$6,250            | \$7,500            |
| Prescription Deductible                         | \$200 per person   | \$250 per person   |

## 7. ARTICLE 17 – NON DISCRIMINATION

17.1 The Employer and the Union agree not to discriminate against any employee for reasons of sex, sexual orientation, gender identity, **gender expression**, religion, age, national origin, disability in accordance with law, union activity or affiliation. This section is subject to the grievance and arbitration procedure.

**EFFECT: THIS ADDS GENDER EXPRESSION TO THE CONTRACT'S NON-DISCRIMINATION CLAUSE. BY ADDING THIS, IT IS ASSURED THAT NO PARTNER WILL BE DISCRIMINATED AGAINST BECAUSE OF THEIR GENDER EXPRESSION. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.**

## 8. ARTICLE 21 – EXPIRATION

21.1 This Agreement shall take effect ~~September 19, 2022~~ **September 29, 2025** and expire on ~~September 28, 2025~~ **September 24, 2028**, at midnight and shall continue from year to year from expiration date, unless either party serves notice in writing sixty (60) days prior to the

expiration date or any anniversary date thereafter of the desire for termination of or for changes in this Agreement.

**EFFECT: THIS IS CONSIDERED CONTRACT CLEAN-UP. IT REMOVES THE CONTRACT LANGUAGE THAT IS EITHER NO LONGER RELEVANT OR IS OUTDATED CONTRACT LANGUAGE. THIS HAS NEITHER A POSITIVE NOR A NEGATIVE EFFECT ON THE PARTNERS.**

## **9. WAGES**

### **EXHIBIT "A"**

|                              | <u>CURRENT<br/>PER HOUR</u> |     | <u>01/01/2026</u> |     | <u>01/01/2027</u> |     | <u>01/01/2028</u> |
|------------------------------|-----------------------------|-----|-------------------|-----|-------------------|-----|-------------------|
| <u>GRINDER<br/>EMPLOYEE*</u> | \$24.39                     |     | \$25.61           |     | \$26.89           |     | \$28.23           |
|                              |                             | +5% |                   | +5% |                   | +5% |                   |
| <u>FORMAX<br/>OPERATOR*</u>  | \$23.89                     |     | \$25.08           |     | \$26.33           |     | \$27.65           |
|                              |                             | +5% |                   | +5% |                   | +5% |                   |
| <u>FREEZER<br/>PERSONNEL</u> | \$23.89                     |     | \$25.08           |     | \$26.33           |     | \$27.65           |
|                              |                             | +5% |                   | +5% |                   | +5% |                   |
| <u>TEAM<br/>COORDINATOR</u>  | \$23.89                     |     | \$25.08           |     | \$26.33           |     | \$27.65           |
|                              |                             | +5% |                   | +5% |                   | +5% |                   |

| <u>PROD.<br/>PERSONNEL<br/>AND<br/>SANITATION</u> | <u>CURRENT<br/>PER HOUR</u> |     | <u>01/01/2026</u> |     | <u>01/01/2027</u> |     | <u>01/01/2028</u> |
|---|-----------------------------|-----|-------------------|-----|-------------------|-----|-------------------|
| <u>Starting Rate</u>                              | \$15.00                     |     | \$15.75           |     | \$16.54           |     | \$17.37           |
| <u>6<sup>th</sup> month</u>                       | \$15.25                     |     | \$16.01           |     | \$16.81           |     | \$17.65           |
| <u>12<sup>th</sup> month</u>                      | \$17.50                     |     | \$18.38           |     | \$19.30           |     | \$20.27           |
| <u>24<sup>th</sup> month</u>                      | \$17.70                     |     | \$18.59           |     | \$19.52           |     | \$20.50           |
| <u>36<sup>th</sup> month</u>                      | \$18.05                     |     | \$18.95           |     | \$19.90           |     | \$20.90           |
| <u>48<sup>th</sup> month</u>                      | \$21.50                     |     | \$22.58           |     | \$23.71           |     | \$24.90           |
|   |                             | +5% |                   | +5% |                   | +5% |                   |

**EFFECT: THE WAGE INCREASES IN THIS CONTRACT REFLECT A 5% RAISE EACH YEAR OVER THE THREE-YEAR CONTRACT. FOR THOSE WITH 48 MONTHS OF SERVICE, THIS WILL BE \$3.40 OVER THE THREE-YEAR CONTRACT THIS HAS A POSITIVE EFFECT ON OUR PARTNERS.**



#### **10. NEW SIDE LETTER #2**

The Parties hereby agree that the provisions of the Illinois Paid Leave for All Workers Act (820 ILCS 192 et seq.) shall not apply to the Employees covered by this Agreement and the Union, on behalf of all covered Employees, has hereby waived all provisions of the aforementioned Act to the extent permitted by law as stated in 820 ILCS 192/15 (n) such that the Employer is not required to provide leave as stated in 820 ILCS 192/15 or any other leave except as stated in this Agreement.

**EFFECT: THE NUMBER OF VACATION AND PERSONAL HOLIDAYS EXCEEDS THOSE CALLED FOR BY THE ILLINOIS PAID LEAVE FOR ALL WORKERS ACT. THEREFORE THE ACT IS WAIVED. THIS HAS NEITHER A POSITIVE NOR A NEGATIVE EFFECT FOR OUR PARTNERS.**