**Recommended Tentative Agreement**

**between**

**Holten Meat (Production)**

**and**

**UFCW Local 655**

**Metro St. Louis Clerks**

***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.**

The current collective bargaining agreement with the following modifications:

1. **ARTICLE 4 – SENIORITY**

4.1 (a) Seniority shall be defined as the employee’s length of continuous service with the Employer. No employee shall acquire any seniority rights until ~~he or she~~ **the employee** has been employed by the Employer for at least ~~six (6) months~~ **sixty (60)** **days** and he shall not be deemed to be entitled to any of the privileges of seniority until he has been employed for that long. In the event the Employer cannot determine whether to retain an employee by the end of the ~~six (6) month~~ **sixty (60) day** period, it may request a ~~ninety (90)~~ **thirty (30)** day extension of the non-seniority period from the Union which request will not be unreasonably denied. After ~~six (6) months~~ sixty (60) days ~~(or six (6) months plus ninety (90) days~~ **[or sixty (60) days and a thirty (30) day extension]**~~)~~, seniority shall apply from the date of employment.

**EFFECT: THIS IS CONSIDERED CONTRACT CLEAN-UP. THIS LANGUAGE CONTRADICTED THE PROBATIONARY PERIOD LANGUAGE IN ARTICLE 2.4. HOLTEN HAS BEEN OPERATING FOLLOWING THE LANGUAGE IN ARTICLE 2.4 AND WILL CONTINUE THAT PRACTICE. THIS HAS NEITHER A POSITIVE NOR A NEGATIVE EFFECT ON THE PARTNERS.**

1. **ARTICLE 8 – HOLIDAYS**

8.6 Each employee shall receive one (1) additional personal holiday on the employee’s anniversary dates as follows: first (1st), **fifth (5th),** twelfth (12th), fourteenth (14th), sixteenth (16th), eighteenth (18th), and twentieth (20th) twenty-fifth (25th), thirtieth (30th) and thirty-fifth (35th) 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.

**EFFECT: THIS GIVES AN ADDITIONAL PERSONAL DAY FOR ALL EMPLOYEES THAT HAVE CELEBRATED, OR WILL CELEBRATE, THEIR FIVE-YEAR ANNIVERSARY DATE. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.**

1. **ARTICLE 8 – HOLIDAYS**

8.6 **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: THE PARTNERS THAT ATTENDED THE OPENING CONTRACT MEETING WANTED TO SEE THE ATTENDANCE PROCEDURE CHANGED. THIS ALLOWS EMPLOYEES TO CALL-OFF, AND IF THE EMPLOYEE HAS PAID TIME OFF, THE EMPLOYEE MAY USE ONE OF THOSE DAYS TO STILL RECEIVE THE PAY FOR THAT DAY AND WITHOUT RECEIVING AN ATTENDANCE POINT. THIS HAS A POSITIVE EFFECT FOR OUR PARTNERS.**

1. **ARTICLE 11 – HEALTH & WELFARE**

11.1 The Company shall continue pay four dollars and ninety**-nine** cents ~~($4.90)~~ **($4.99)** 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, 2019, for hours paid in May 2019; the Company shall pay four dollars and thirty-six cents ($4.36) per hour.~~

~~Effective June 1, 2020, for hours paid in May, 2020, the Company shall pay four dollars and fifty-seven cents ($4.57) per hour.~~

~~Effective June 1, 2021, for hours paid in March, 2021, the Company shall pay four dollars and ninety-nine cents ($4.99) per hour.~~

**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, ~~2022~~ **2025**, for hours paid in May, ~~2022~~ **2025**, 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 July 2019 payment for hours paid in June 2019, the second holiday will be for the September 2019 payment for hours paid in August 2019, the third for the August 2020 payment for hours paid in July 2020. If any contribution holiday would result in the Health and Welfare Fund having less than three (3) month of reserves, excluding IBNR, as determined by the Fund’s actuaries, then the contribution holiday will be nullified. Eligibility for these holidays will be determined by meeting the requirements of the utilization schedule adopted by the Fund.~~

~~If the Fund’s reserve level excluding IBNR exceeds six (6) months for the month of August 2021, the company will be eligible for an additional contribution holiday for hours paid in July 2021 if it meets the requirements of the utilization schedule adopted by the Fund.~~

**EFFECT: THE ABOVE RATES ARE ADEQUATE NOT ONLY TO MAINTAIN THE CURRENT LEVEL OF BENEFITS, BUT ALSO TO MAKE IMPROVEMENTS TO THE BENEFITS. THESE CONTRIBUTION RATES ALLOW FOR THE TRUSTEES TO IMPROVE ELIGIBILITY TO A ROLLING THREE-MONTH PERIOD. THE CONTRIBUTIONS ALSO ALLOW FOR INCREASES TO VISION BENEFITS AND TO NEARLY DOUBLE THE SHORT-TERM DISABILITY BENEFIT. ALL OF THESE BENEFIT INCREASES COME WITH NO CHANGE TO THE PREMIUM SHARE PAID BY THE PARTNERS. IN ADDTION THE HEALTH & WELFARE FUND HAS HIRED A FULL TIME ADVOCATE WHOSE SOLE JOB WILL BE TO VISIT WORK SITES AND REVIEW BENEFITS AND COVERAGES. THIS IS A POSITIVE EFFECT FOR OUR PARTNERS.**

**There will be three (3) one-month company contribution holidays. The first holiday will be the August 2022 payment for hours paid in July 2022; the second holiday will be for the August 2023 payment for hours paid in July 2023, the third for the July 2024 payment for hours paid in June 2024. If any contribution holiday would result in the Health and Welfare Fund having less than three (3) months of reserves, excluding IBNR, as determined by the Fund’s actuaries, then the contribution holiday will be nullified. For the months in which the contribution holiday occurs, the Company shall not collect contributions from participating employees.**

**EFFECT: THE HEALTH & WELFARE FUND CURRENTLY HAS NEARLY SEVEN MONTHS OF RESERVES. THE TRUSTEES BUDGET FOR THREE MONTHS OF RESERVES. THESE CONTRIBUTIONS HOLIDAYS WILL SPEND DOWN RESERVES FOR A SAVINGS TO THE COMPANY. THIS SAVINGS WILL BE PASSED ON TO THE EMPLOYEES THAT ARE PARTICIPATING IN THE HEALTH & WELFARE FUND. THIS HAS A POSITIVE EFFECT ON OUR PARTNERS.**

1. 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.**

1. ARTICLE 21 – EXPIRATION

21.1 This Agreement shall take effect ~~September 16, 2019~~ **September 19, 2022**, and expire on ~~September 18, 2022~~ **September 28, 2025**, 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.**

**Wage Charts are on the next page**

# WAGES

# EXHIBIT “A”

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | CURRENT PER HOUR |  | **01/01/2023** |  | **01/01/2024** |  | **01/01/2025** |
| GRINDER EMPLOYEE\* | $20.63 |  | **$21.89** |  | **$22.89** |  | **$24.39** |
|  |  | +$1.26 |  | +$1.00 |  | +$1.50 |  |
| FORMAX OPERATOR\* | $20.13 |  | **$21.39** |  | **$22.39** |  | **$23.89** |
|  |  | +$1.26 |  | +$1.00 |  | +$1.50 |  |
| FREEZER PERSONNEL | $20.13 |  | **$21.39** |  | **$22.39** |  | **$23.89** |
|  |  | +$1.26 |  | +$1.00 |  | +$1.50 |  |
| TEAM COORDINATOR | $20.13 |  | **$21.39** |  | **$22.39** |  | **$23.89** |
|  |  | +$1.26 |  | +$1.00 |  | +$1.50 |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| PROD. PERSONNEL AND SANITATION | CURRENT PER HOUR |  | **01/01/2023** |  | **01/01/2024** |  | **01/01/2025** |
| Starting Rate | $12.00 |  | **$14.50** |  | **$14.75** |  | **$15.00** |
| 6th month | $12.73 |  | **$15.25** |  | **$15.25** |  | **$15.25** |
| 12th month | $13.90 |  | **$17.50** |  | **$17.50** |  | **$17.50** |
| 24th month | $14.10 |  | **$17.70** |  | **$17.70** |  | **$17.70** |
| 36th month | $14.45 |  | **$18.05** |  | **$18.05** |  | **$18.05** |
|  |  |  |  |  |  |  |  |
| 48th month | $17.74 |  | **$19.00** |  | **$20.00** |  | **$21.50** |
|  |  | +$1.26 |  | +$1.00 |  | +$1.50 |  |

**EFFECT: THE WAGE INCREASES IN THIS CONTRACT REFLECT A $3.76 RAISE OVER THE THREE-YEAR CONTRACT WHICH MAKES THIS THE MOST LUCRATIVE CONTRACT HOLTEN HAS HAD FOR ITS PRODUCTION EMPLOYEES. FOR THOSE AT THE 48TH MONTH RATE AS WELL AS THOSE IN THE TEAM COORDINATOR AND OTHER SPECIALIZED POSITIONS, THIS PROPOSAL HAS A $1.26 INCREASE EFFECTIVE JANUARY 1, 2023, A $1.00 INCREASE EFFECTIVE JANUARY 1, 2024, AND A $1.50 INCREASE EFFECTIVE JANUARY 1, 2025. FOR THOSE WITH LESS THAN 48 MONTHS, THERE ARE SIGNIFICANT INCREASES JANUARY 1, 2023, WITH ANNIVERSARY INCREASES IN FOLLOWING YEARS. THIS HAS A POSITIVE EFFECT ON OUR PARTNERS.**

1. Exhibit “A”

A.1 (d) Sanitation Employees working the third (3rd) shift will be paid a premium of ~~one dollar ($1.00)~~ **one dollar and fifty cents ($1.50)** over their regular rate for all hours worked on said third shift.

**Effect: This is a fifty-cent increase in the premium for the third shift sanitation employees. This has a positive effect for our partners.**

1. Exhibit “A”

**A.1 (e)** **Employees that work the second (2nd) shift will be paid a premium of one dollar ($1.00) over their regular rate for all hours worked on said second shift.**

**Effect: Holten instituted a one dollar increase for those employees that work on the second shift. Holten could have taken that away at any time. However, this is now part of the contract and is secured and will continue. This has a positive effect for our partners.**

1. SIDE LETTER NUMBER 1 - Attendance Program

(c) Tardy— A tardy is a clock-in or punch-in after the scheduled start time ~~or leaving during or early from a scheduled work period~~ if the time is less than two (2) hours. **A tardy also occurs if an employee leaves early from a scheduled work period if the time is less and four (4) hours.** Two (2) tardies equal one (1) absence occurrence.

**Effect: This is a change to the attendance program. If an employee must leave early from their scheduled shift, they will only be assessed a half point if they have completed four hours of their shift. This is an improvement from the required six hours in the previous contract. This has a positive effect for our partners.**

1. SIDE LETTER NUMBER 3

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.

This Side Letter will expire on ~~September 18, 2022~~ **September 28, 2025**, and renewal will be subject to negotiations.

**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.**

1. Ratification Bonus

**This proposal has the recommendation of the entire bargaining committee and with that, Holten has added in a ratification bonus. If this contract is ratified by a majority of the Holten Production employees with the initial vote, then all employees as of the Date of Ratification shall be entitled to a ratification bonus equal to $0.25 per hour for all hours paid in 2022. This includes all straight-time hours worked and vacation or Paid Time Off (vacation, personal days, etc.). This bonus will not apply to overtime hours.**

**If the agreement is ratified, the bonus will be paid in conjunction with the wage increases effective January 1, 2023.**

**EFFECT: THIS HAS A POSITIVE EFFECT ON OUR PARTNERS**