

UFCW Local 663 and JBS in Worthington, MN
2025 Successor CBA - Local Negotiations Discussion and Proposals
January 28, 2025 @ 9:00PM

1. ATTENDANCE POLICY / SCHEDULING TIME OFF

Discussion:

- ESST
 - Day Trim - worker not allowed to use ESST to go to doctor for medical appointment
 - Day Trim - had an appointment with the dentist and put in request in advance but was not told until after lunch that she could go but had already cancelled appointment because it was so late before supervisor notified worker
 - Day Cut - supervisor said that when you use up all your ESST time you will not be allowed to go anymore for medical appointments (Roelsey)
 - Day Cut - was not allowed permission to take daughter to the doctor and if do not have ESST hours, cannot do anything for that (Roelsey)
 - Day Cut - when workers asked to go for doctor's appointments they were told no and were insulted by him and told you can go home then if you do not like it (Roelsey)
 - Day Cut - a couple of women workers have reported that when asking to be able to get permission for doctor visits, was told then you owe me a favor (Roelsey)
 - Day Maintenance - left doctor's appointment late because the appointment lasted longer than scheduled, called from doctor's office to notify but was given attendance points, this has happened twice already
 - Day Casings - Requested 4 hours unpaid time for school conference and was approved by supervisor using a day off slip, but was charged as ESST as sick pay but worker did not authorize that
 - Night DC - workers told they will not get any more permissions for time off, did not understand workers can use all the hours that are banked - he was confused about the difference between 48 hours per year accrued and ability to have up to 80 hours banked. Also people told this is a use it or lose it law.

- ESST - Agreed in Denver to a joint meeting with plant HR, union and some stewards (walking stewards and line stewards) and MN DLI so we all share the same understanding of the law and requirements - Rena and Tom will schedule

- Emergency calls - please provide us one phone number that workers can provide as emergency contact for school - that will be answered by a person at the plant. We called the 2121 number over lunch. It is automated and then it goes to an answering machine that asks you to choose extension, after which it sends you to an answering machine again - over and over - not even an option to leave a voicemail
 - Additional issue - even when supervisors are notified of emergency, the worker is not released from the line because the supervisor does not have a replacement for the worker on the line

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Union Proposal: For medical, sickness, court, immigration, embassy, school or other legal appointments, workers shall not be disciplined or receive attendance points.

- Union holds on this proposal.
- Discussion - Company feels this would cause JBS or the Union some legal problems, what are the specific concerns or examples?

2. LINE SPEED

Discussion:

- Agreed in Denver to a joint meeting with plant HR / IE, union and some stewards (walking stewards and line stewards) at the plant to review the standards, crewing and understand how to time the line - Rena and Tom will schedule

Union Proposal: JBS will post the line speed standard for every line in each department. There shall be a Joint Union and employer training on paid work time regarding standard on line speed, including staffing levels, and process for enforcement at the plant.

- Union holds on this proposal.
- We understand Article 23, Section 3 - that we can request UFCW International conduct a time study. Our proposal is to resolve line speed issues efficiently at the plant.

3. ARTICLE 9 MEAL PERIODS AND RELIEF PERIODS

Union Proposal:

Section 4.

(a) Employees will be permitted one, fifteen (15) minute relief period during the period between their starting time and the first meal period. In addition, employees required to work more than eight (8) hours and twenty- five (25) minutes in a work day will be given an additional ~~twelve~~ **fifteen (15)** minute relief period.

Section 5.

The Company may require employees to take a relief period during an equipment breakdown or other temporary stoppage of production in lieu of a regular scheduled relief only if the starting time of such substitute relief period is within 30 minutes of the starting time of the regularly scheduled relief period. **If this happens, then employees will be given an additional fifteen (15) minute relief period in the second half of the shift.**

- Union awaits Company counter.

4. HEALTH & SAFETY

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Discussion:

- Hams / ribs / meat is frozen when it arrives at the workers' place in the line - what are the solutions?
- Knives - robot sharpener - what are the timelines?
 - Will start before June 2025, will notify Union re: timelines for whole plant roll out
- What happens if road conditions are unsafe? Do workers get disciplined if they cannot arrive on time or if they need to stay home?
- What happens in case of workplace injuries or if you get sick at work during your shift?
 - What is the practice for the nurse station, when do workers get sent to see a doctor or allowed permission to go see doctor or leave the plant?
 - Example: worker had UTI recently and was not doing well, and was told you need to have ESST or you cannot go
 - Example: worker told supervisor got hurt on the job, why is the instruction at nurse station that you need to go to HR and get their permission?
 - Is there an understanding that workers can go to their own doctor?
 - Workers comp / workplace injuries are not ESST

Union Proposal:

Section 1.

The Company will furnish **all necessary tools and equipment, including: knives, steels and gloves, etc. to employees for the safe and efficient ability to accomplish the duties of their jobs. where the Company determines they are necessary.** The Company will furnish newly hired employees who would need gloves, excluding casual crew employees, two (2) pairs of gloves, thereafter, employees must turn in used gloves before the Company will give them additional gloves.

Section 2.

(a) The Company will furnish safety devices which it deems necessary and when furnished must be worn and/or used as a condition of employment.

(b) The Company will require employees to wear company approved safety boots/shoes which meet company standards.

Add: The Union and Company will agree to the several options provided by the Company. There will be options to meet the various needs, by departments.

The Company will furnish safety boots/shoes to all employees.

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- Union holds on this proposal.
- This is already contract language so it makes sense to trade proposals and come to a tentative agreement, not relegated to JLM for a later time.

5. UNIFORMS

Union proposal:

ARTICLE 12

~~The Company will provide a laundry service for employee's outer work clothes. Each employee is expected to mark their garments so that they are readily identifiable. The Company will not be responsible for damaged or lost clothing.~~

The company agrees to provide and launder all work clothing.

- Union holds on this proposal.
- Awaiting Company response - Union understanding is that uniforms are a requirement of the job, in the same way that a knife is a requirement of the job. What makes a uniform different from a knife in terms of being a requirement of the job and therefore needs to be provided by the Company?

6. STAFFING TO RELIEVE / WHEN SHORT

Discussion:

- We hear there are general workers whose job is to relieve, but we hear on all the lines that those general workers are just working on the line and not able to relieve
- What is the practice for staffing to relieve workers on the line when workers need to use the bathroom? Call-ins for sickness, leaves of absence, etc?
- Continue discussion between Union and Company

7. BRACKET PAY

Discussion:

- Jobs / departments need to be re-evaluated, what are the criteria for determining placement in each bracket?
- Union ideas for criteria:
 - Level of Skills, Certification or Licensing needed
 - Level of Responsibility, Risk or Food safety

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- Difficulty or physical demand on the body
- Value of piece or product
- Differentiation between production or maintenance

- Elimination or Alteration of jobs
 - What jobs over the term of the contract have been eliminated or altered?
 - What has been the impact on the rest of the work / positions?

- Awaiting Company on jobs that have been eliminated or altered.
- What are Company ideas around criteria for brackets?

8. SENIORITY / JOB BIDDING

Discussion:

- There are workers who are doing jobs, but might not be qualified. What is the process and training to make sure workers are qualified before they own the job?

- Workers report signing another job and being moved, but have not seen that old job posted for anyone new to sign.

- Workers report signing a new job but then are moved back and forth between the new and old job repeatedly. This does not provide consistency to learn and be fully qualified for the new job.

Union proposal:

- **ARTICLE 17 Section 4**
For the purpose of this section, an employee shall have a ~~maximum-minimum~~ of thirty (30) days **worked** from the time employee is placed on the job to qualify for such job. The Company will endeavor to move the employee to the new job no later than forty-five (45) days after the employee has successfully won and been awarded the job through the bid procedure; for employees on multiple rotation positions the Company will provide employees with a reasonable amount of time beyond the aforementioned thirty (30) days provided the employee makes an earnest attempt to learn the position. **Employees will have a grace period of 45 days worked to return to their old job if the new job does not suit.**

- The Union and HR will meet weekly to review job bids.
- Awaiting Company response on Union proposal for both bullets of Union proposal

9. PARKING

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- DC, Casings, Loading dock - heard you are going to open it up, but when will that happen?
- VIP - workers report they pay \$10 and still have no spot when they arrive
- Parking is especially a problem at 5:30 - 6am and 2 - 3pm

Company says there is no parking issue, members of the bargaining committee share examples of why and how this is an issue

10. PROFESSIONALISM OF SUPERVISORS

Union proposal:

ARTICLE 4 Section 1. No Discrimination.

The Company and the Union are committed to maintaining a work environment that is free from discrimination. In the administration of this agreement and, in accordance with applicable federal and state law, neither the Company nor the Union shall discriminate against any employee because of that employee's race, color, religion, national origin, age, marital status, sexual orientation, gender identity and expression, veteran status or disability.

Add: The Company will provide training and performance improvement plans for all supervisory staff regarding acceptable standards for professional conduct in the workplace.

11. ADDITIONAL ITEMS

- Immigrant Rights
- Sanitation
- Maintenance
- LOAs
 - Veterans - additional floating holiday to recognize their service
 - Holiday pay adjustment - regardless of whether or not worker owns the job, workers get the pay of the job performed for the week of the holiday
 - Others following additional discussion