

Negotiations between Swift Beef Company for its Greeley, CO, Hyrum, UT, Grand Island, NE, and Cactus, TX, locations, Swift Pork Company for its Marshalltown, IA, Ottumwa, IA, Worthington, MN, Louisville, KY, and Beardstown, IL, locations, and Swift Beef Company for its Omaha, NE facility, JBS Tolleson, Inc for its Tolleson, AZ facility, JBS Souderton, Inc for its Souderton, PA facility, JBS Plainwell, Inc for its Plainwell, MI facility, and JBS Green Bay, Inc for its Green Bay, WI facility (collectively the “Company” or “Companies”) and the United Food and Commercial Workers International Union and its representative local unions for those locations (collectively the “Union” or “Unions”).

February 19, 2025

Updated Proposal

Structure of group meetings

The parties to these negotiations are meeting in good faith and in a group format. This is voluntarily and no party is obligated to bargain as a group nor to bargain any collective bargaining agreement that has not been open for negotiations under the terms of the specific collective bargaining agreements. To that end, should any party wish to no longer meet in a group fashion or no longer meet regarding collective bargaining agreements that are not properly open, they may do so.

In the event that any party no longer wishes to participate in this voluntary process, any and all proposals or agreements made shall be considered null and void for that agreement unless specifically agreed to otherwise by the Company and the representative Local Union.

It is clearly understood that all collective bargaining agreements not properly open for negotiations remain in full force and effect until their stated expiration date unless specifically agreed to otherwise by the Company and the representative Local Union. This remains true regardless of any proposals made by either party, agreements to change specific language, or failure to reach an agreement to any proposal(s).

In addition to these negotiations, the Company agrees to meet at mutually agreed dates and times to hear and make proposals for facility level changes and issues.

Given the realities of making proposals effecting multiple locations and attempting to achieve standardization any proposed change is not to be considered as an admission that a specific facilities agreement does not already allow for the proposed change through its express language or historical interpretation.

Proposed Changes

The below proposals may affect a single location, several locations, or all locations as indicated by the proposed change. The Company reserves the right to make, modify, withdraw, or alter proposals at any time during the negotiating process. The below proposals may not include all proposed changes that may occur at a facility level.

All terms and conditions of the below collective bargaining agreements remain unchanged until full agreement is reached by the parties. All agreements are subject to ratification by the Union membership. All changes shall become effective on the first Monday following the ratification of each agreement unless specified otherwise.

Given the unique nature of each collective bargaining agreement the Article name of a given proposal may differ from facility to facility. The proposed changes are intended to modify the

relevant language in the collective bargaining agreement to yield the stated outcome specified in the proposal, regardless of the location of specific language or the title of a specific Article.

C03 (modified 02/19/2025) – Hours of Work

“Modify Saturday and Sunday to the 6th and 7th consecutive day of actual work in the workweek and must work all scheduled hours in the work week to be eligible for overtime and double time respectively.”

C04 (modified 02/19/2025) – Guarantee – Company to withdraw contingent on Union Withdrawing Union Proposal 11

C05 – Grievance and Arbitration – Moved to local bargaining

C06 – No Strike Clause – Add the following language to all agreements unless it already exists:

“During the term of this Agreement the Union shall not make any negative public statements about the Company”

C09 (modified 02/19/2025) – Safety & Ergonomics – Replace all safety language with the following:

The Company and the Union recognize the priority and need for an effective safety and ergonomic program to provide safe working conditions for all employees.

The Company will furnish, at no cost to the employee, personal protective equipment for the safety of the employees in accordance with OSHA regulations.

The Joint Safety & Ergonomic Program is designed to address safe working conditions within the plant.

The Company will provide and pay employees to attend appropriate orientation and training, as required by the Company, to perform their jobs safely. Such training shall include instruction in proper work methods and proper use of personal protective equipment. Employees will not be asked or allowed to work on or operate any equipment they are not properly trained on.

The Union specifically agrees, if requested by the Company, to provide any and all information it may have whether through surveys by its engineers, employee surveys or other formal means concerning cumulative trauma disorders and work injuries within the workplace.

While the Company fully retains the right to select and utilize such outside consultants as it deems, in its sole discretion, to be needed, the Company and the Union may discuss, and if mutually agreed, select consultants to assist the parties in safety matters.

A Joint Company-Union Safety & Ergonomic Committee shall be established at the plant and shall meet monthly. Membership in the Safety & Ergonomic Committee shall be based on criteria agreed upon by the Company and the Union. Meetings of the Committee shall be scheduled at such times, and in such a manner, as not to interfere with the orderly operation of the plant, but during normal working hours.

The Safety and Health Committee at the processing facility will consist of a minimum of five (5) management members, the Union and the Company will mutually appoint a minimum of nine (9) bargaining unit employees (3-Slaughter, 3-Processing, 1-Maintenance, 2-Shipping) and up to three (3) Union Representatives.

The Safety & Ergonomic Committee shall convene once each month and at such other times as the Safety Manager of the facility shall determine in order to carry out its functions. The duties of the Committee shall include the review and investigations of safety & ergonomic complaints,

ergonomic recommendations and review of data analysis. Any member of the Committee may introduce items concerning health and safety to the Committee's agenda.

The Company shall cooperate in including a representative designated by the Union in all OSHA inspections, to the extent required by law or mutually agreed as beneficial to the safety effort. Any member of the Committee may introduce items concerning health and safety to the Committee's agenda.

Prior to such monthly meetings, each employee Committee member will be permitted to make an inspection of their assigned area of the plant for safety related issues. Additional inspections may be scheduled subject to such controls as the Safety Manager may impose.

The Safety & Ergonomic Committee shall review safety concerns and make recommendations to management as promptly as is feasible. The Company will give reasonable consideration to these recommendations and provide feedback to the Safety & Ergonomic Committee.

Hours spent by employee Committee members in the performance of their duties as members of the Committee shall be compensated by the Company at their regular hourly rates. The Company will pay lost working time for bargaining unit Safety & Ergonomic Committee members as they may be necessary to attend safety training programs or seminars scheduled by management.

The Company's Safety Manager shall verbally notify a designated Union Safety & Ergonomic Committee member of the occurrence of any accident resulting in an injury causing an employee to be hospitalized overnight or notification to OSHA. The designated Union Safety & Ergonomics Committee member and the Company's Safety Manager shall upon request review the circumstances causing the accident.

The Company will make available to the committee a trend analysis, air or noise monitoring results, list of hazardous chemicals used in the facility, Safety Data Sheets. In addition, upon request the Company will make available the OSHA 300 log and 301 forms.

The Company in coordination with the Union will conduct a minimum of one (1) day of health and safety training annually for all members of the Safety and Health committee.

The Company will cover expenses resulting from training of the Committee Members.

The Company will pay lost working time for bargaining unit employees to attend training in occupational safety and health. The details of the training and the number of employees attending must be mutually agreed upon. The Company and the Union recognize the complexity and importance of ergonomic issues in the meat industry.

The Company has indicated its support for progress in this area and that significant attention will be given to this concern by Management.

The Company and the Union agree that the Sanitation department shall be included in the Safety Committee as soon as practical."

C10 – Maintenance Training – Moved to local bargaining

C13 (modified 02/19/2025) – Sanitation (Excluding Greeley)– Add the following language to the relevant Articles in each agreement:

Add JBS USA Sanitation Corporation to the definition of employer

Recognition: Add Sanitation to Recognition Clause

Management Rights:

“For Sanitation team members, notwithstanding the other provisions of this Article, The Company shall not perform bargaining unit work with non-bargaining unit personnel for the express purpose of avoiding overtime or to permanently displace bargaining unit employees.

The Company may subcontract sanitation work at any time.”

Hours of Work:

“For Sanitation team members, notwithstanding the other provisions of this Article Employees covered by this Agreement shall not be tied to the basic workday or workweek provisions outlined in the production employee collective bargaining agreement.

Overtime and Double time:

“Employees shall only be entitled to overtime, at a rate of one and one-half (1 ½) times their regular rate of pay, after forty (40) hours of actual work in the workweek.

Following six (6) months from the date a facility begins full sanitation operations through the use of bargaining unit employees and without the use of a third party, employees covered by this agreement shall be entitled to daily overtime in accordance with the Production Employee Collective Bargaining agreement.

Double the regular rate of pay shall be paid for all worked on the seventh (7th) consecutive day of work in the work week providing employees work all scheduled hours in the work week.

There shall be no pyramiding of overtime.”

Breaks:

“Employees who are regularly scheduled to work at least four (4) hours in any day shall receive one fifteen (15) minute paid break no earlier than one (1) hour into their shift.

Employees who are regularly scheduled to work at least eight (8) hours of actual work in a day shall receive one (1) unpaid meal period of at least thirty (30) minutes.

In the event that a state or local law or regulation requires more frequent breaks than those specified herein, the breaks shall be modified to be in compliance with such law.

All hours worked shall be considered to have occurred on the day the shift commenced.

Employees will not be required to work in excess of three and one-half (3 ½) hours without a meal or rest period unless three and three-fourths (3 ¾) hours complete the workday.”

Guarantee:

“For Sanitation team members, notwithstanding the other provisions of this Article the Company shall provide each regular full-time employee at least six (6) hours of work or pay at the employee's straight-time hourly rate during each scheduled workday. The hours employees are absent for any reason will be deducted from such six (6) hours. The Guarantee will also be reduced by six (6) hours for each shift in which the plant is unable to operate because of the exclusions to the guarantee stated in this Article for employees who receive a weekly guarantee.”

Seniority:

“For Sanitation team members, notwithstanding the other provisions of this Article there shall be one Division and Department called “Sanitation”.

Job Bidding:

“Employees in Sanitation shall be eligible to bid into other bargaining unit positions as outlined in the current collective bargaining agreement. However, the Company shall not be required to award bids to more than twenty (20%) of the sanitation workforce in the first (1st) year of this agreement and not more than forty percent (40%) the sanitation workforce in the second (2nd) year of this Agreement.

The Company shall endeavor to move employees to their awarded bid job in a timely manner. In the event this takes more than ninety (90) days, the Company shall be subject the bid penalty specified in this Agreement.

Employee who bid into Sanitation shall be ineligible to bid or transfer for twelve (12) months from the date they are moved into sanitation.”

Holidays:

“For Sanitation team members, notwithstanding the other provisions of this Article the date of the holiday may be modified by twenty-four (24) hours (either earlier or later) based on the sanitation schedule. Notification of the change in holiday shall be made to the Union no later than seven (7) calendar days in advance of the holiday.”

Wages:

“For Sanitation team members, notwithstanding the other provisions of this Article: Sanitation team members shall have a separate wage scale as denoted below and shall not receive any shift premium. All wages shall be increased by all general wage increases outlined in this agreement:

Wage Rate:**Base wage + \$0.50 (Sanitation Base)**

Sanitor

Scrubber, Hoser, Condensation, Welfare

Grade 1 – Sanitation Base +\$0.50

CIP Sanitor/Equipment Cleaning

Grade 2 – Sanitation Base +\$1.00

Chemical Technician/trainer

Grade 3 – Sanitation Base +\$2.00

Lead

C14 – Wages – Replace General wage increase language with the following:

*Note contract terms will vary by location and shall be from the current expiration date of the collective bargaining agreement. All proposed general wage increases are effective at the

expiration date of the current collective bargaining agreement for agreements that have not expired and retroactively applied to the original expiration date of collective bargaining agreements that have a valid extension in place.

“Wage rates shall be increased by twenty-five cents (\$0.25) per hour for all hours worked.

The First Monday following the one-year anniversary of the last general wage increase, wage rates shall be increased by twenty-five cents (\$0.25) per hour for all hours worked for agreements of two (2) years in length.

The First Monday following the one-year anniversary of the last general wage increase, wage rates shall be increased by twenty-five cents (\$0.25) per hour for all hours worked for agreements of three (3) years in length.

The First Monday following the one-year anniversary of the last general wage increase, wage rates shall be increased by twenty-five cents (\$0.25) per hour for all hours worked for agreements of four (4) years in length.

The First Monday following the one-year anniversary of the last general wage increase, wage rates shall be increased by twenty-five cents (\$0.25) per hour for all hours worked for agreements of five (5) years in length.”

The Company shall have ninety (90) calendar days from the date of ratification to implement all wage changes specified in this agreement. The wage changes shall be retroactive under the above terms. An employee must be employed in a bargaining unit position at the time of ratification and the time of retroactive payment to be eligible for the retractive payment.”

C15 – Term of Agreement – Discussion Item

C16 – Replace all Walking Steward/Chief Steward language with the following:

Note: The minimum number of walking stewards listed below shall be modified to reflect what is currently in the collective bargaining agreement or one (1) if none are listed. The intent of this language is not to reduce the number of existing Walking Stewards in a facility at the implementation of this language.

“The Company agrees to create at least one (1) Walking Steward to be designated by the Union, to cover all shifts at the facility, from among the Company’s employees who shall have as their job duties administration of this agreement including safety assignments and the processing of grievances.

The determination of how many walking Stewards above one (1) shall be done by mutual agreement.

The Company may request from the Union a written certification that all hours worked by the Walking Steward were for the purpose of the administration of this Agreement, including the processing of grievances and a summary of issues addressed with the status. The Walking Steward will punch in and out for attendance purposes. The Walking Steward will continue to receive benefits on the same terms following designation as a Walking Steward.

The Walking Steward program shall be reviewed by the Company and the Union as needed to recommend needed adjustments, if any. If the program has not served the intent and purpose of this agreement, the Company may discontinue the program with a ninety (90) day written notice.

A Walking Steward's rate of pay shall be the same as their previously held position prior to being appointed as a Walking Steward unless agreed otherwise."

C17 – New Letter of Understanding – titled “National JLM” – Union Withdraws “Article _ New Technologies” proposal:

“The Company and the Union, in order to improve communications, have agreed to establish regular scheduled meetings of a National Joint Labor Management Committee composed of an equal number of representatives from the Company and the Union. The Company and The United Food and Commercial Workers Union shall determine who shall participate on the committee for their respective side.

The participants on the committee shall be those with the necessary level and authority to make agreements on behalf of the Company, a local union, or UFCW International.

The express purpose of the Committee will be:

1. to improve communications between representatives of the Union and the Company;
2. to provide Company and the Union with opportunities to find innovative solutions and programs to improve working conditions and organizational effectiveness;
3. to assist workers and the Company in solving problems of mutual concerns outside of the collective bargaining process;
4. to review and discuss developments and advancements in the Company or industry, including, but not limited to, new technologies, automation, artificial intelligence, occupational safety and health, labor relations, and new methods of improved production;
5. to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.”

C18 (modified 02/19/2025) – Add New Section – Short Term Disability/Sickness and Accident provisions (excluding Tolleson):

“Should any local, state, or federal law, rule, regulation, or ordinance exist or come into existence during the term of this Agreement, granting paid time off that may be used for sickness, illness, family medical leave, or similar reasons, employees shall not be able to take paid time off and Short Term Disability/Sickness and Accident pay as outlined in this Agreement concurrently. Further, the maximum amount of paid time off an employee may be eligible for regarding Short Term Disability/Sickness and Accident pay or other forms of pay (included government paid leave) for like events shall not exceed thirteen (13) weeks. The employee may select whether they wish to use the Sickness and Accident provisions of this Agreement or the benefit provided by the state.”

C19 – Outstanding local issues – Discussion Item

C20 (excluding Louisville as separate negotiation) – Retirement – All Retirement related Articles to be retitled “Retirement” – Delete all Company match and contributions to the 401K, add the following:

“Beginning the first Monday following 30 calendar days from the ratification of the ratification of this agreement or the first Monday following the expiration of the current collective bargaining agreement which ever comes later the Company shall make the following contributions on an hours worked basis to a mutually agreed Variable Annuity Pension Plan (VAPP). The increase dates shall conform to the same date as the general wage increase.

- Year 1 - Five cents per hour worked \$0.05

- Year 2 - increase by five cents per hour worked (\$0.05) for agreements of two (2) years in length
- Year 3 - increase by five cents per hour worked (\$0.05) for agreements of three (3) years in length
- Year 4 - increase by five cents per hour worked (\$0.05) for agreements of four (4) years in length
- Year 5 - increase by -five cents per hour worked (\$0.05) for agreements of five (5) years in length

No employee shall be eligible for pension contributions until they have completed twelve (12) months of continuous service.

All contributions shall be capped at a maximum of forty (40) hours per week, per employee. Hours paid but not worked shall not be considered as hours worked for the purpose of pension contributions.

Should the parties fail to reach agreement on a trust document or other necessary regulatory steps or processes, the pension fund become insolvent, or the benefit reduced to zero (0) because of fund performance, the Company shall no longer be required to continue the above pension contributions.”

C21 – Vacation – Union to withdraw UP2

Increase eligibility for the fourth (4th) week of vacation to 10 years

C22 – All locals to withdraw any grievance related to the payment of double time for sanitation employees.

C23 – New Letter of Understanding (For locations that do not have a local, state, or Federal law rule or regulation regarding paid time off) titled Paid Sick Time (Union to withdraw UP1), to read:

“Effective sixty (60) calendar days from the date of the expiration of the current collective bargaining agreement or ratification of this Agreement, whichever is later, the Company shall establish a paid sick time program. The terms of the program shall include the following provisions:

- Bargaining unit employees are allowed to earn a maximum of twenty (20) hours of sick time at any one time
- Employees shall earn four (4) hours of sick pay for every four hundred (400) hours worked. However, no employee may earn more than twenty (20) hours of unused sick time.
- The Company may require employees to present information from a doctor verifying their illness upon their return to work to have the time missed considered sick time and to receive pay.
- Sick time shall not be considered an occurrence.
- Sick pay shall not be considered in the computation of overtime.

Employees may request to use this time, scheduled in advance, for other purposes. The approval of such advanced use shall be in sole discretion of the Company, however such approval shall not be unreasonably withheld.

This letter shall expire upon the expiration of the current collective bargaining agreement.”

**C24 – Funeral Leave (Union to Withdraw UP6) – Modify the following in each agreements
Funeral Leave Provision:**

- Change Funeral Leave to Bereavement Leave
- Increase leave for immediate family members from three (3) to five (5) days paid leave.
- Change the words “Mother” and “Father” to Parents.
- Add the following language – “Employees may utilize leave under this Article for an individual who is not their biological parent that acted in a parental capacity in the same way as they would utilize leave for a parent. In the event an employee requests leave under the provision of this Article for an individual who acted in a parental capacity who is not their biological parent, they shall not be able to use leave under this provision for their equivalent biological parent.”