

UFCW Local 663 and JBS in Worthington, MN
2025 Successor CBA - Union Proposals and Response to Employer Proposals
March 25, 2025 - 9:00AM

The Company rejected the Union's package proposal on February 20, 2025. As such, the Union is reverting to previous proposals, dated Jan 30, 2025 at 11:30am. The following reflects the Union's movement / updated proposals.

1. ATTENDANCE POLICY / LEAVES

- A. The Company shall revert back to the number of attendance points before unilateral change to policy. [8 points to last warning, 9 points may be discharged]
- B. Consecutive day absences for the same medical appointments or illness shall be considered as a single event and only incur one point.
- C. The Company will not deny workers' requests for time off for medical or legal appointments and will not incur points.
- D. Excused absences do not incur attendance points.

2. LINE SPEED

- A. JBS will post the line speed standard for every line in each department.
- B. No less than 2 employees per line, per shift, in every department will be trained to time line speed, with authority to step out of the line to time the speed of the line and resolve any issues with the supervisor. Both training and enforcement will take place while on paid work time.
- C. All lines will have belts with spacing clearly marked.

3. ARTICLE 9 MEAL PERIODS AND RELIEF PERIODS

- A. MODIFY 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 (12)~~ fifteen (15) minute relief period.
- B. NEW Section 7.

Employees will be completely relieved of all work duties and free to attend personal needs for all meal periods and relief periods. Clocks will be installed in locations visible to employees in work areas.

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4. HEALTH & SAFETY

MODIFY 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.~~ Union withdraws this proposal, with understanding that Union and Company will meet and agree to additional options by _____ [date]

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

5. UNIFORMS - 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.

~~ADD: The company agrees to provide and launder all work clothing.~~

Company practice now - charging workers for gloves, aprons, glasses and other items incorrectly. Also workers report clothing being stolen or misplaced by Laundry. Union willing to change proposal to Company providing 3 sets of uniforms a year if we can find solutions to correct the issues.

6. ~~STAFFING TO RELIEVE / WHEN SHORT~~ Union withdrew

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7. BRACKET PAY

Exhibit 1

Increase Bracket rates for Slaughter Division as follows:

Bracket	Current rate	Proposed rate
1	0.50	1.00
2	0.75	1.25
3	1.25	1.75
4	2.00	2.50
5	2.75	3.25
6	3.50	4.00
7	5.00	5.50

Reclassify jobs for Slaughter Division as follows:

Union criteria:

- Level of Skills, Certification or Licensing needed
- Level of Responsibility, Risk of harm / Physical demand or Food safety
- Value of piece or product

Area	Job Description	Current Grade	Proposed Grade

Maintenance:

- A. Post and hire for chief of record for boilers at the same bracket as master of record for electrical.

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B. Move RETA certified industrial refrigeration operators from grade 12 to 14.

8. SENIORITY / JOB BIDDING - ARTICLE 17 Section 4

For the purpose of this section, an employee shall have a maximum 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 15 45-days worked to return to their old job if the new job does not suit.**

9. ~~PARKING~~-Union withdrew

10. ~~PROFESSIONALISM OF SUPERVISORS~~-Union withdrew

11. ADDITIONAL ITEMS

IMMIGRANT RIGHTS - ADD to Letters of Understanding:

The Company will require that any federal immigration agent, Immigration and Customs Enforcement (ICE) agent, Department of Homeland Security (DHS) agent, or State and Local law enforcement officials present a valid judicial warrant signed by a judge before admission to employee only areas at the worksite or access to employee records. The Company will immediately notify the Union in the event of such an incident.

SANITATION

The collective bargaining agreements (Production Employee and Sanitation Employee) shall be combined into a multi-employer collective bargaining agreement and Sanitation Employees will receive any superior terms and conditions of the Production agreement. Any Sanitation Employees with superior terms or conditions to Production Employees shall not suffer a loss due to the combined agreement.

12. BENEFITS - Article 30

A. Section 6 - Employee contributions shall not exceed 20% of the cost of the Company's medical plan

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- B. Section 7 - 401(k) retirement payment dates:
June 1, 2025
June 1, 2026
June 1, 2027

13. WAGES - Article 13

- A. \$2.00 June 1, 2025 - May 31, 2026
B. \$1.50 June 1, 2026 - May 31, 2027
C. \$1.50 June 1, 2027 - May 31, 2028

14. QUALITY ASSURANCE

Add Quality Assurance and Food Safety employees to the bargaining unit.

15. NATIONAL TENTATIVE AGREEMENTS

Should any terms or conditions of the national tentative agreements be superior to those of the Local, those terms and conditions shall also apply for the JBS Worthington plant (i.e. Bereavement Leave). No terms or conditions of the JBS Worthington plant shall be reduced due to any national tentative agreements.

16. TERM OF AGREEMENT

3 years

UNION RESPONSE TO COMPANY PROPOSALS

C01 – Article 9, Section 5. Meal Periods and Relief Periods:

Union rejects, See Union Proposal 3 ARTICLE 9 MEAL PERIODS AND RELIEF PERIODS

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~~ **45** minutes of the starting time of the regularly scheduled relief period.

C02 – Article 14, Section 1. Guarantee. Modify:

Union proposal: keep language highlighted in yellow for clarity

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Daily Guarantee--

Regular full-time employees, excluding the casual crew employees, called to work will be provided with a minimum of four (4) hours work or pay in lieu of work, barring contingencies outlined in Section 2 below or where the Company notifies employees a minimum of two (2) hours prior to the start of the employee's scheduled starting time. via a toll free 800 messaging phone number. In addition to the 800 messaging system, the Company will attempt to notify local radio, ~~and television stations to get the schedule change announced to the employees.~~ **and the Company will make a good faith effort to notify employees through methods such as, but not limited to, text message, social media, or other media platforms to get the schedule change announced to the employees.**

C03 – Article 17, Section 4. Seniority. Modify:

Union rejects any takeaways, company proposal creates worse work condition/benefit

Job vacancies including new jobs (except for the start-up of a new operations) will be posted from Thursday through Tuesday. Anyone interested in vacancy will be required to sign the posting. If an employee signs more than one vacancy during the posting period they must indicate the order of their preferred choice e.g. # 1=first choice, #2 =second choice, etc.) Should an employee fail to indicate the preferred choice the Company will make the determination.

Job vacancies will be awarded to the senior eligible bidder first within the division and second within the plant. However, employees with over ten (10) years of service will be eligible to bid with plant seniority. The original bid for each posting will be exhausted prior to the Company assigning the position. If there are no eligible bidders, the Company may assign the position. An employee will be considered the successful bidder at the time the posting is closed and will be awarded the position. Maintenance Division openings shall be awarded first within the Maintenance Division based on seniority and skill level; second within the Apprenticeship Program based on seniority and skill; and third to the senior qualified employee in the plant.

In the startup of a new operation, the Union agrees to meet with the company and discuss ways to mitigate the disruption of the bidding process to both the new, as well as, the overall operation.

The Union may request that positions of a temporary or seasonal nature, which have been performed consistently for a sixty (60) day period, be posted for bid within the division. Such bid will be posted as "Special Temporary Work." When the temporary position is no longer required, they will have all bid restrictions removed and assigned where needed in their division. However, if the temporary special work job has been performed for one (1) year, the position will be offered to the employee performing the temporary special work on a regular basis. If the employee declines the regular position, it will be offered for bid within the division. Employees performing a special temporary work position will be paid the rate of the job they are performing.

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For the purpose of this section, an employee shall have a maximum of thirty (30) days 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) **work** 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 not placed on such bid job within forty-five (45) **work** days shall be paid the rate of the job to which they bid plus thirty-five cents (\$.35) per hour until they are moved to the new bid job. In the event an employee's training is interrupted, such employee will again receive the rate of pay for the job to which the employee bid and the thirty-five (\$.35) per hour penalty during the period of time of such interruption in the training. In addition to the previously referenced penalty, the employee will be eligible to bid another job if they are not moved within forty-five (45) **work calendar** days. The forty-five (45) **work calendar** day period will start on the award date "Tuesday". Subject employee will not be eligible to receive such pay until and unless employee qualifies on the new job, at which time such pay shall be retroactive. Employees that disqualify themselves or decline the position will not be eligible for retroactive payment. Employees disqualified by the Company will be eligible for the retroactive payment.

In an effort to keep bid jobs awarded and employee moved in a timely fashion, the company will develop and maintain an "Aging Report". This Aging Report will list the status of all job bids until there is a final disposition. The report will include division, department, employee's name, job title and grade they are bidding to, job and grade they are bidding from, date of the award and their current status. The Aging Report will be maintained by the Human Resources department, updated on a weekly basis and made available to the Union. The report will also be made available for review by inquiring employees.

~~All time limits not otherwise stated as "work days" will be "calendar days" concerning this article only.~~

Employees bidding to a new department or shift will have any previously scheduled vacation reviewed and attempts will be made to ensure that the employee is able to maintain their previously scheduled vacation date.

C04 – Article 17, Section 10. Seniority. Add New Section:

Union rejects, seniority is clearly defined in the contract

Positions that become available that are one dollar and seventy five cents (\$1.75) or less above the base rate will be posted in the same area and for the same duration as other bid jobs and will be posted as an interest posting.-Employees who are interested will sign their name on the appropriate job posting and employees with seniority as defined in this Article, and a history of good work ethic will be given first consideration for the position.

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C05 – Article 20, Section 3, Fourth Step. Grievances. Modify:

Union proposal: agree to 90 days, add extension of timeline to submit for arbitration by mutual agreement

A grievance shall be submitted for arbitration no later than ~~two (2) months~~ **ninety (90) calendar days** after the Fourth Step meeting on the grievance. A grievance which has not been submitted within the ~~two (2) months~~ **ninety (90) calendar days** time limit shall be null and void and not subject to further processing or arbitration.

C06 – Article 24, Section 3, State and Federal Statutes. New Section:

Union rejects, See Union Proposal 2 LINE SPEED and discussion items, we need to prioritize understanding and implementation of safe line speeds

If the Company at any point becomes eligible, chooses to pursue, or expresses interest in a line speed waiver per the federal government, the union will offer their support with any established regulations to assist the Company to operate efficiently and safely. If at any point concerns arise, the Company and union agree to engage in a Joint Labor Meeting to address such concerns.

C07 – Article 31, Section 2. Plant Closing. Delete in its Entirety:

Company withdrew 1.29.2025 3:20pm

C08 – Letter of Understanding. 18. Delete in its Entirety:

Union rejects, Union proposal: add language highlighted in yellow

The Company agrees that prior to permanently discontinuing a specific safety intervention or the use of personal protective equipment, put into place as the direct result of the COVID-19 **or any other** pandemic, the Company shall first meet and discuss the appropriateness of such change with the Union.

~~The Company agrees that prior to permanently discontinuing a specific safety intervention or the use of personal protective equipment, put into to place as the direct result of the COVID-19 pandemic, the Company shall first meet and discuss the appropriateness of such change with the Union.~~

C09 – Letter of Understanding. 19. Delete in its Entirety:

Union rejects, Union proposal: language edits highlighted in yellow

The parties agree that time missed from work due to being confirmed as COVID-19 positive **or due to any other** ~~or other Company mandated~~ quarantine (e.g. travel quarantine, age/high risk quarantine, exposure quarantine, etc.) shall not count against an ~~the~~ individual's eligibility for vacation time or pay in the following year.

~~The parties agree that time missed from work due to being confirmed as COVID-19 positive or other Company mandated quarantine (e.g. travel quarantine, age/high risk quarantine, exposure~~

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quarantine, etc.) shall not count against an the individuals eligibility for vacation time or pay in the following year.

**C10 – Letter of Understanding—Casings. Add New Letter of Understanding:
Union needs additional information regarding company’s objectives and what is the impact of this on workers. Would like to schedule a visit + paid time meeting with workers at the plant and continue conversation re: objectives and impact.**

Letter of Understanding

The parties agree that the Company may subcontract the casings work, provided however, the contract company selected to perform the work must agree to recognize the Union as the exclusive representative of the employees who perform the casing work at the Company’s Worthington, MN facility. In the event that the contract company does not agree to such representation, the Company may not subcontract the casings work.

It is clearly understood that if the casings work is contracted out, any negotiations or agreements for a collective bargaining agreement shall be between the contract company and the Union. The parties unequivocally agree that Swift is not a party to any collective bargaining agreement between the contact company and the Union, liable or subject to the terms of said agreement, or will be involved in the negotiations or administration of said agreement. Nothing in the Letter of Understanding or other agreement(s) shall be construed to create a Joint Employer relationship between the contract company and Swift or be used to that end.

JOINT LABOR MANAGEMENT COMMITTEE

A joint labor/management committee shall be established for the purpose of discussing and attempting to resolve work-related issues. The committee will meet monthly unless mutually agreed and shall consist of three representatives designated by the Company and one per department designated by the Union, all walking stewards and Union representative. Such meetings will last at least two (2) hours, or until the issue is resolved, whichever is shorter. Time spent during this meeting shall be considered working time and paid as such. At least one week before the meeting is held, the Union and the Company will provide each other with an agenda setting forth the specific work-related issues to be discussed. Only the issues set forth on the agenda will be discussed, unless by mutual agreement to add anything additional.

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