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July 15, 2020

Matthew Lovell
Head of Labor Relations, Health and Safety
JBS USA
1770 Promontory Circle
Greeley, CO 80634

Re: JBS' Direct Dealing

Dear Matthew:

While I appreciate your prompt response to my letter of July 13, 2020 asking that JBS Cease and Desist from its unlawful actions in direct dealing with our members, the response itself is singularly unacceptable and misanalyses the applicable law.

To be clear, none of what you claim were “sit ins” or “picketing” are at issue here. The Union has repeatedly indicated that any such actions (to the extent they involve our members) were and are unauthorized, and we have repeatedly urged workers either to remain at, or return to, work. We have consistently met our obligations under the CBA.

Regardless, JBS has an independent obligation under the National Labor Relations Act (“Act”) not to “direct deal” with our members, as we are their representative, which is clearly recognized under the terms of the CBA.

Starting last week, as noted in my prior letter(s), JBS embarked on a course of conduct, which directly contravenes its obligations under the CBA by dealing with our members. Since then, despite our objections, this unlawful campaign has not only continued, but expanded.

As you know, we met on Monday, July 13, 2020 – not in a formal bargaining session, but to discuss the possibility of some type of resolution, which would involve consideration of our presently-existing CBA (which has never been re-opened) and some additional modifications or changes to that existing agreement.

We advised you that the membership wanted to be paid hazard pay, an additional \$2.00 an hour, and a safe work place immediately. We also stated that once we received all previously requested information, we were willing to meet further to discuss the possibility of new contract terms. We received nothing from JBS in response, in written form, for us to evaluate – rather, we

only heard a series of vague and ambiguous “proposals” – which, since they were not reduced to writing, were almost impossible to evaluate. Indeed, JBS, despite a phalanx of human resource and management personnel in attendance, was unable to answer even simple questions about its “proposals.” As you know, JBS has also failed to provide us with answers to numerous questions we had concerning health costs – which were sent to you some weeks ago.

During this session, we became aware that JBS was meeting individually with our members at the plant – typically one-on-one or two-on-one meetings, between management personnel (who, I might add, were not wearing PPE or face masks) and our individual members. During the course of these meetings, our members were queried as to “what do you want in a new contract?”, were given supposed “details” of insurance coverage issues or discipline proposals – none of which have been formally presented to Local 7 as their duly-authorized representatives. These meetings are clearly coercive in nature – and are violations of the prohibition against direct dealing set forth in the Act. One-on-one or two-on-one meetings between management and members are inherently coercive – and particularly so where the Company is essentially “selling” supposed proposals, which it has never formally tendered to Local 7 and its members. See, e.g., *Armored Transport, Inc.*, 339 N.L.R.B. 374, 376 (2003) (improper direct dealing occurs when an employer deals with the Union through the employees, rather than with the employees through the Union); *Putnam Buick, Inc.*, 280 N.L.R.B. 868, 869 (1986) (An employer violates the Act if its “communications with unit employees during collective-bargaining negotiations are coercive or invite direct bargaining between the employer and the employees.”)

JBS' flagrant disregard for its obligations under the Act has left us with no choice, but to file the appropriate charge with the NLRB. We will pursue any and all remedies under the Act to protect our workers from unwarranted interference and interjection of JBS into our members' relationship with Local 7.

JBS' repeated refrain that Local 7 is not observing the “democratic rights” of its members is ludicrous. A representative cross-section of our members attended Monday's meeting. Our members have no desire to “vote” a contract proposal, which is not even in writing, and has been presented as a *fait accompli* – while JBS intentionally attempts to interfere with our relationship with Local 7 members. Our committee rejected your one formal proposal made last week – but did not vote on your oral “proposal” as they were far too vague and ambiguous to even understand.

I would suggest that JBS focus on the safe and efficient operation of its plant – and its ability to do so is belied by the most recent COVID-19 outbreak among its interns, among other things. As you know from our discussions Monday, our members have complained of multiple instances in which management personnel are not wearing appropriate PPE or masks, that temperatures have soared in the Fab and kill/harvest side, which has led to a number of individuals either having fainted or being on the verge of fainting. This, of course, is a dramatic safety hazard.

Appropriate social distancing is not being observed, no COVID-19 daily testing, breaks are not regular, and are observed more in the breach than anything else. And deeply troubling – there is a demonstrable lack of adequate and clean drinking water throughout the plant. With

Mr. Matthew Lovell
Re: JBS' Direct Dealing
July 15, 2020
Page 3

temperatures soaring outside, which exacerbates temperatures within the plant, inadequate sources of clean drinking water are a health and safety issue. Our members have been forced to drink from bathroom taps and shower heads to alleviate their thirst, or from open jugs of Gatorade – with no provision for paper or plastic cups which can be discarded.

The Company's conditions for eligibility for the \$1,500.00 bonus promotes a work while sick and no speak up culture in the plant. The eligibility requirements are in conflict with NIOSH, CDC and OSHA recommendations and standards.

These issues, which JBS has repeatedly failed to address, are now the subject of an OSHA complaint.

Rather than trying to batter members into submission to accept a contract "offer" which was never formally presented for adequate consideration – JBS would be best served by focusing its efforts in providing its employees with a modicum of human dignity and concern for their well-being and safety, rather than treating them as the livestock that they process for human consumption.

Sincerely,



Kim C. Cordova
UFCW Local 7 Union President
UFCW International Vice President

cc: Kate Meckler
Officers & Directors