

**AGREEMENT**

**Between**

**SWIFT BEEF COMPANY**

**Greeley, Colorado**



**2021–2025 Contract**

**and**

**UNITED FOOD AND  
COMMERCIAL WORKERS,  
LOCAL NO. 7**

**Chartered by the**

**UNITED FOOD AND  
COMMERCIAL WORKERS**

**INTERNATIONAL UNION**

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Between**

**SWIFT BEEF COMPANY SWIFT BEEF COMPANY**

**And**

**UNITED FOOD AND COMMERCIAL WORKERS,  
LOCAL NO. 7**

**TERM: July 19, 2021 to July 21, 2025**

**AGREEMENT**

This Agreement has been made and entered into by **Swift Beef Company** for its Greeley, Colorado beef processing facility (hereinafter the Company) and the United Food and Commercial Workers International Union, Local 7R (hereinafter the Union).

**ARTICLE 1  
PURPOSE OF AGREEMENT**

**Section 1**

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

**Section 2**

It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and the Union which will permit safe, economical and efficient operation.

**ARTICLE 2  
RECOGNITION**

The Company recognizes the Union as the sole and exclusive bargaining agent for all production employees, including janitors, fabrication knife sharpeners, kill floor knife room technician, scale (weight range), grounds crew, inventory, hide plant, manifestors, and **classroom and** production trainers employed by the Company at its Greeley, Colorado beef plant, but excluding office and plant clerical employees, professional employees, selectors, beef graders/coordinators, cattle buyers, nurses, emergency medical technicians, fault reset, roll stock, scalars, warehouse persons, plant computer operators, console operators, Formax, K-Pak, blender, blood plasma operators, managerial, administrative, distribution, quality control/PIFS, engineering/maintenance employees, listers, inventory control coordinators,

employees of independent contractors, guards, and supervisors as defined by the National Labor Relations Act.

### ARTICLE 3 SAFETY

#### Section 1

- A.) The Union and the Company agree that accident prevention, the elimination of personal injuries, and the safety of all employees is our foremost goal. We dedicate ourselves to providing the safest possible work environment for all. We will therefore support the Safety Program in order to achieve and maintain this goal.
- B.) The Company agrees that it has the sole responsibility to provide a safe and healthy workplace and to correct safety and health hazards. Nothing in this agreement shall imply that the Union has undertaken or assumed any portion of that responsibility.
- C.) It is the responsibility of each management employee and each hourly employee to follow and support the Safety Program and safe operating procedures.
- D.) Within six (6) months of ratification, the Company shall put into place a process to regularly check on employees who work without frequent contact with other employees or members of management. This process may be reviewed by the safety committee.**

#### Section 2

- A.) There will be two production safety committees. These production safety committees will represent A Shift (First Processing and Fabrication) and B Shift (First Processing and Fabrication). Each committee shall consist of at least **twenty-five (25)** bargaining unit members.

**The parties agree that to be selected to participate on either safety committee, bargaining unit members must meet certain, minimum, criteria as follows:**

- **Be safety minded;**
- **Work history that reflects a record of safety-mindedness;**
- **Employed by the Company for at least five (5) years (other relevant industry or safety-related experience may satisfy this criterion);**
- **A history of good attendance. Good attendance does not include time missed under the Family Medical Leave Act, the Healthy Family Workplaces Act, approved Vacation, approved Wellness Day, or excused time off under other local, state, or federal law, or other excused time off as specified in this Agreement.**

**Provided a potential committee member meets the above criteria, the Company and the Union shall meet and discuss the appropriateness of that employee's inclusion in either committee. If both parties do not agree to add a participant to either committee, then that person shall not be added.** They shall meet at least monthly, on Company time, not to exceed one (1) hour. Production safety committee members will be assigned to perform work area safety inspections and other activities on Company paid time of at least thirty (30) minutes per week to be taken in one thirty (30) minute increment. Time will be scheduled with the approval of the committee member's supervisor. Findings will be reviewed with the area supervisor(s), and issues that require further action will be reviewed with the appropriate Superintendent and the Safety Manager or designee. The safety committee will review findings.

- B.)** The Safety Committee shall hold meetings as often as necessary, but not less than once each month at a regularly scheduled time and place. Meetings of the Safety Committee shall be scheduled at such time and in such manner as to not interfere with the orderly operation of the plant. **The Union Director of Meat Packing, or their designee, shall attend each safety committee meeting. The Company will provide the Union with an agenda in advance of each meeting and ensure that Union specific agenda topics are addressed in safety committee meetings. Further, the Company shall ensure that all safety committee participants are able to raise safety concerns during the meeting or understand the process to raise concerns prior to or after safety committee meetings.**

**Minutes shall be taken at safety committee meetings, and a copy of such minutes shall be provided to the Union.**

### **Section 3**

It is the Plant Manager's or designee's responsibility to investigate the Safety Committee's recommendations and to advise the Safety Committee, of the action taken, if any, at the next safety meeting. The situations or recommendations deemed and agreed upon as critical by the Safety Committee shall receive priority attention, and a written response will be given within one (1) week.

### **Section 4**

The Company shall furnish all safety equipment necessary for the protection of the hourly employees.

### **Section 5**

The Company shall promptly notify the Union Director or their designee of the occurrence of any illness or accident resulting in serious injury to an employee. The designated Union Safety Committee member and the plant Safety Manager shall conduct a joint investigation of the incident. If the nature of the incident warrants assignment of the

investigation to the Corporate Safety Organization, the involvement of the plant Safety Manager and the Union Safety Committee member shall be assigned by the Corporate Safety Director. The Safety Committee at the conclusion of the investigation will review findings. **For the purpose of this Section, a “serious injury” shall be any injury that requires the Company to immediately notify a state or federal government agency.**

### **Section 6**

Any dispute not settled or complied with shall be referred to the grievance procedure.

### **Section 7**

- A.) The Company will provide each member of the Committee with a minimum of **ten (10) hours of OSHA training and eight (8) hours of other training** with pay each contract year in the areas of health, safety and ergonomics. Such training will be scheduled off the plant premises. **The Company shall seek the input of the Union regarding the agenda, schedule and location of training.**
- B.) The Company will pay time loss for up to four (4) bargaining unit committee members, each contract year, to attend a mutually agreed upon safety and ergonomics training conference. The amount of the loss time will be limited to four (4) days per conference, per employee.

The Union will make all requests for time off two (2) weeks in advance and in writing.

- C.) **The safety committees are encouraged to discuss different forms of training and topics to emphasize to help promote safety in the facility. The Company agrees to provide adequate translation services so that safety committee members who do not understand English can understand the substance of each meeting.**
- D.) **The Company shall continue to evaluate different processes, procedures, and technology to expand and better the Powered Industrial Truck (“PIT”) training program.**

### **Section 8**

The Company shall make available for review by the Safety Committee, a trend analysis and OSHA 300 logs, records of air or noise monitoring, and all other reports of industrial injury or illness, including ergonomic analysis, and the status of safety work orders.

Access to the list of hazardous chemicals used in the plant and all Safety Data Sheets from the plant shall be available to the Safety Committee.

## Section 9

The Company's safety consultants and ergonomist will work with the Safety Committee on a regular basis to receive their input and to assist the Committee in their role of bringing information to hourly employees.

## Section 10

Upon arrival of an OSHA inspector to the work site, the Union representative or designee will be notified. The Union representative/designee will participate in any inspection(s), meeting(s), conference(s), and settlement discussion(s) conducted with the OSHA inspector. Copies of findings will be provided to the Union.

## Section 11

The Company shall send a tub to sharpen knives three times (3x) a shift, sharpen whizzard blades, when needed, and provide all whizzard knife supplies as needed.

## Section 12

The Company agrees to maintain, as a minimum, a similar quality standard issue footwear which is currently valued at approximately **thirty dollars (\$30.00)**. Should the cost of the standard issue footwear increase over the life of the Agreement the Company will continue to pay the full cost. The Company will determine the material, design, etc. of the standard issue footwear.

The Company further agrees to seek out the assistance of bargaining unit employees in testing different boots to be used as the standard issue and the additional option.

**The parties share a mutual interest in improving the safe working conditions in the Company's various processing areas. As such, the Company agrees to provide employees in Hides, Rendering, and Wastewater with the brown and tan "Service Boots." The current value of such boot is \$58.00. The Company agrees to provide employees in Shipping with insulated boots. The current value of such boot is \$84.00.**

**Where safety boots are required, and the boots have become unserviceable due to wear and tear at the plant, such boots will be replaced by the Company.**

**The Company may provide vouchers for the amounts stated herein in lieu of providing the actual boots.**

**Upon request, the Company shall provide lumbar support belts to employees who work as Palletizers in Shipping or Offal, on the Reject Line in the Case sealer Room, and the Rework Area in Shipping.**



Employees are expected to keep the lumbar support belts provided by the Company in good condition. It is understood that the Company shall only replace a lumbar support belt upon it being deemed, by the Company, unusable due to normal wear and tears.

### Section 13

- A.) The Company shall continue to monitor the temperature on the slaughter floor. In an effort to provide a safe and more comfortable working environment, the Company shall evaluate and invest in the additional use of temperature control devices such as fans, air conditioners/swamp coolers, and other similar options for the slaughter floor. Temperature control devices shall be adequately maintained consistent with manufacturer's recommendations. Further the Company will ensure that employees on the slaughter floor have ready access to clean, safe drinking water that meets applicable federal, state, and local regulations.

The Safety Committee is encouraged to discuss the temperature of the slaughter floor, as well as employee access to drinking water and make recommendations regarding the same.

## ARTICLE 4 MANAGEMENT RIGHTS

### Section 1

It is understood and agreed by the Union that the Company reserves the rights of management at all times and that, except as otherwise specifically provided in this Agreement, the Company has the sole and exclusive right to exercise all of the rights or functions of management. These rights or functions include, but are not restricted to: the right to direct the work force, including the right to hire, discipline, suspend, discharge for cause, control the quality of work, to establish reasonable work rules and/or drug policies, transfer, promote, demote, or lay-off employees; the right to schedule work hours; to establish schedules and standards, determine and institute methods and processes and changes therein; determine the location of the business, products to be manufactured or services rendered; and determine those with whom it will do business.

### Section 2

Supervisors, including temporary ones, or other non-unit personnel shall not perform bargaining unit work except in such situations as instructing an employee, temporarily filling in for absenteeism or in case of emergency.

**ARTICLE 5**  
**CHECK-OFF/UNION SECURITY**

**Section 1**

The Company agrees, during the term of this Agreement, to deduct, weekly, the initiation fee and monthly Union dues from the net earnings due any employee who has executed the Union check-off authorization form. Said authorization must be properly executed by the employee, presented to, and accepted by the Company.

**Section 2**

The Company agrees to deduct amounts designated by employees for the Active Ballot Club when the Company has been furnished an individual written authorization for making such deductions on a form mutually agreed upon between the Company and the Union. It is agreed that the ABC authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke the ABC checkoff authorization upon giving thirty (30) days written notice to the Company and the Union. The Company agrees to remit the ABC, Union dues, and initiation fees to the President of the Local Union within ten (10) days after the last pay period of each month. Seniority, New Hire, LOA and Termination reports will be given to the Union via electronic media in a format mutually agreed upon by both parties for the same period of time.

**Section 3**

The Company may hire new employees from whatever source it desires, but all employees covered by this Agreement shall, in accordance with the ratified State of Colorado All Union Agreement, as a condition of employment, become members of the Union on the thirty-first (31st) day after beginning of employment, to the extent of paying the initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, and shall remain members of the Union to the extent of paying membership dues in the Union, for the duration of this Agreement.

**Section 4**

The Company and the Union shall not discriminate against any employee in regard to the acquisition or retention of membership, and membership in the Union shall be available to every employee on the same terms and conditions generally applicable to all other members.

**Section 5**

Upon written notice, from the Union to the Company, that an employee is thirty (30) days in arrears in the payment of Union dues or initiation fee, the Company will discharge such employee unless within fifteen (15) days from the date of said written notice, such employee shall obtain or reinstate their membership in the Union.

## Section 6

The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, and from any other form of liability as a result of making any deduction or taking any action in accordance with the foregoing authorization and assignment.

## ARTICLE 6 HOURS OF WORK

### Section 1

The workweek for payroll purposes shall start at 12:01 a.m. on Monday and end at midnight Sunday evening. **It is clearly understood that the Company may modify the pay week to begin at 12:01 a.m. on Sunday and end at midnight Saturday evening. The Company shall provide the Union notice of any such change no less than thirty (30) days in advance of such change.**

### Section 2

- A.) The basic workday of an employee will be eight (8) hours.
- B.) The basic workweek of an employee will be forty (40) hours. It is understood and agreed that the basic workday or the basic workweek are not to be interpreted as either a daily or weekly guarantee nor does it restrict the amount of time an employee can be required to work. However, the Company will not schedule nor require employees to work more than twelve (12) hours per day. However, it is understood that work in progress will be completed.
- C.) When the company finds it necessary to request additional help for doubles, extra help for Saturdays or special projects, they will post a notice in the effected department. Such notice will be posted as soon as practical. Additional hours shall be offered to the most senior qualified employee within the department.
- D.) Supervisors will notify employees as soon as possible when additional work will be required, and will excuse, if possible, those employees who have personal commitments. Provided there is no emergency in the last hour of the shift, employees will not be required to work more than thirty (30) minutes of overtime without at least a one (1) hour notice before shift end.

### Section 3

One and one-half (1 ½) times the regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one day and forty (40) hours in any one week.

#### Section 4

Double the regular rate of pay shall be paid for all hours worked on Sunday or designated Sunday (see Section 5) except those employees regularly scheduled to work on Sunday and so are given a scheduled day off in lieu of Sunday. However, if required to work on their scheduled Sunday lieu day, the hours worked will be paid at double their regular hourly rate.

#### Section 5

For the purpose of computing pay for hours worked on a Sunday or holiday where the shift cuts across two (2) calendar days such hours shall be treated as work on the day in which the shift commenced. However, in the event the shift exceeds the employee's normal schedule by more than two (2) hours, such hours over the normal schedule shall be compensated on the basis of the applicable rate for the day on which such hours are worked.

#### Section 6

There shall be no pyramiding of overtime.

#### Section 7

- A.) Employees who normally are scheduled off on Saturday.  
The Company will post a tentative Saturday work schedule by lunch break on Thursday of that work week. However, it is understood that the Company may modify this tentative schedule up until lunch break on Friday. If the Company does not meet these posting requirements, the employees will not be required to work on Saturday, except in cases of emergencies.
- B.) Employees who normally are scheduled off on Sunday.  
The Company will post a tentative Sunday work schedule no later than first break on Friday. However, it is understood that the Company may modify this tentative schedule up until first break of the last day worked prior to Sunday. If the Company does not meet these posting requirements, the employees will not be required to work on Sunday, except in cases of emergencies.

#### Section 8

One and one-half (1 ½) times the regular rate of pay shall be paid to all regular full-time employees for work performed on their sixth (6th) day of work within the workweek provided they have worked all hours in the first five (5) days of that workweek. **During weeks with a paid holiday, a paid vacation day or holiday during the work week shall count as hours worked for purposes of this provision.**

## **Section 9**

Regular full-time employees called to work will be provided with a minimum of four (4) hours work or pay in lieu of work; unless the plant is unable to operate because of contingencies enumerated in Article 7. The Company will endeavor to notify employees in advance of a cancellation of scheduled work. The Company will notify **workers via the news media (television and/or radio), or social media** prior to the start of the shift. In addition, the Company will **send a text message, in the language designated by the employee, to the cell phone number provided by each employee.**

## **Section 10**

**No employee shall be required to work more than twenty-one (21) consecutive calendar days. Any employee who works at least twenty-one (21) consecutive calendar days shall be entitled to at least the next forty-eight (48) hours off.**

# **ARTICLE 7 GUARANTEE**

## **Section 1**

The Company will provide each regular full-time employee at least thirty-six (36) hours of pay at the employee's straight-time hourly rate during the workweek. Hours employees are absent for any reason will be deducted from such thirty-six (36) hours. The Guarantee will also be reduced by eight (8) hours for each shift in which the plant is unable to operate because of government acts or actions that prevent the Company from operating for more than one shift, storm, flood, fire, explosion, power failure, strikes, or boycotts by any labor union, or other unusual emergencies. The Company shall provide information to substantiate their position.

## **Section 2**

The guaranteed workweek shall apply only to those regular full-time employees who have completed thirty (30) calendar days of employment prior to the commencement of that payroll week.

## **Section 3**

Regular full-time employees called to work will be provided with a minimum of four (4) hours of work or pay in lieu of work unless the plant is unable to operate because of contingencies enumerated in Section 1 above.

## **Section 4**

Employees called to work after leaving the plant and before their next scheduled workday shall receive four (4) hours pay at time and one-half (1 ½).

## **Section 5**

Employees displaced or recalled because of operations of the seniority provisions of this Agreement shall receive pay for only those hours worked in the week of such displacement or recall.

## **Section 6**

- A.) The Company may notify employees of a shorter workweek on or before Friday of the prior week, in which event the guarantee shall, up to a maximum of thirteen (13) weeks during each contract year, be reduced to thirty-two (32) hours of pay at their regular straight-time rate unless the plant is unable to operate because of contingencies enumerated in Section 1 above. While the notice may be given whenever necessary, the number of weeks in each contract year in which the employees are actually paid less than the guarantee, will not exceed thirteen (13) weeks in each division separately unless a plant clean-up necessitates the shutdown of an operation or department (plant clean-up will be limited to two (2) times per year). Those divisions shall be defined as Fab A shift, Fab B shift, Slaughter A shift, and Slaughter B shift.
- B.) On weeks when the Ground Beef division has posted a short work week, those Ground Beef employees wishing to work in another division will be assigned in order of seniority to fill in for absenteeism, provided they are able to perform the jobs available.
- C.) The official notice of a shorter workweek shall be posted in a designated "work schedule" bulletin board at the visitor center and signed by a designated Company representative. In addition, this designated bulletin board will be used for posting Saturday and Sunday work for those crews normally not scheduled.

## **Section 7**

Employees laid off for less than five (5) working days shall be entitled to guarantee pay in the week(s) of layoff and recall.

# **ARTICLE 8 COMPANY AND UNION RESPONSIBILITY**

## **Section 1**

During the term of this Agreement, there shall be no strike, stoppage, picketing, honoring of any picket line, sympathy strike, slowdown, deliberate withholding of production or suspension of work on the part of the Union, its members, or any individual covered by this Agreement for any reason whatsoever. In the event of a breach of this provision, the Union shall immediately declare publicly that such action is unauthorized and shall promptly order its members to resume their normal duties notwithstanding the existence of any picket line. The Union further agrees that it will in no way interfere with the business of the Company by sanctioning or

conducting a boycott on the handling of goods procured from a source or destined to a point where a labor controversy or dispute may exist.

## **Section 2**

The Company shall have the right to determine the discipline given an employee or employees for breach of this Article. The severity of the discipline imposed for such violation shall not be subject to arbitration; the Union shall, however, have the right to grieve the question of fact as to whether or not an employee or employees have breached any provisions of the Article.

## **Section 3**

The Company agrees that neither it nor its representatives will put into effect any lockout during the term of this Agreement.

## **Section 4**

The Company will not enter into any agreement on an individual basis with any employee.

# **ARTICLE 9 SENIORITY**

## **Section 1**

Seniority shall be established on the basis of continuous service with the Company and shall accumulate from the last date of hire.

## **Section 2**

An employee's probationary period may be extended for a period of up to thirty (30) days with written mutual agreement between the Company, Union, and employee. The Company may in its sole discretion, discipline or terminate a probationary employee, and no grievance shall be filed or processed on their behalf. At the end of the probationary period, an employee shall become a regular full-time employee and shall have seniority commencing as of the date of last employment. During the probation period, employees shall not be eligible for the benefits granted to regular full-time employees.

## **Section 3**

Layoff, recall from layoff, vacations, and promotions, provided the employee has the ability to perform the work, shall be based on seniority.

## **Section 4**

Loss of Seniority. An employee shall lose seniority and employment rights for the following reasons:

- A.) Voluntarily quitting, (three (3) consecutive days no call, no show shall be deemed as a voluntary quit).
- B.) Discharge for cause.
- C.) On layoff for a period of more than one (1) year or off of the active payroll for any other reason for twelve (12) months. However, an employee shall be off for an additional six (6) months provided that he/she submits satisfactory evidence that he/she will be able to perform a crewed position at the end of the additional period.
- D.) Employees recalled from layoff will have five (5) calendar days to return to work after being notified of the recall. In the event the employee is unable to return to work within the five (5) calendar days, but contacts the company within the five (5) calendar day period, they will be given additional five (5) calendar days to report to work. Employees who fail to contact the Company or to report within the time frames outlined above will lose their employee rights.  
  
Employees shall furnish the Company in writing their address for purposes of giving required notices. It is agreed that notification will have been made based on the date of first attempted delivery of the certified letter by the Post Office.
- E.) Working at any other place of employment while receiving Workers' Compensation payments from the Company or the Company's insurance carrier (unless consent has been given by the Company).
- F.) An employee who leaves the bargaining unit to accept a position with management will lose all bargaining unit seniority rights after seventy-five (75) days from the date of the promotion.
- G.) Total and permanent disability (if the twelve (12) months has expired), unless an employee submits satisfactory evidence as set forth in C.
- H.) Retirement.
- I.) Overstaying leave of absence (without Company consent).

## **Section 5**

**Seniority Lists.** The Company agrees to maintain a seniority list showing plant seniority for all bargaining unit employees. Such seniority list shall be posted and brought up to date every **month**. A copy of this list will be posted in the plant and will be furnished to the Union **upon request, but no more frequently than monthly.**



## **ARTICLE 10 JOB BIDDING**

### **Section 1**

When job openings occur in Job Groups one (1) and above (except for those positions as provided in Section 15, below), either by creation of a new job or by a vacancy (not temporary) from the previous week, the job shall be posted to the plant on Thursday and remain posted for three (3) consecutive days excluding Saturdays, Sundays, holidays, and non-production days. If an employee bids for more than one job he/she must indicate a preference when signing for the posting. Employees who fail to indicate their preferred order of choice will be subject to the Company's selection.

### **Section 2**

There will be two (2) Seniority Divisions: Slaughter and Fabrication. The job bidding shall occur by seniority across all shifts. There will be the following departments within each division:

#### **Slaughter Departments**

1. Kill Floor
2. Offal
3. Hides
4. Coolers
5. Inedible/Edible Rendering
6. Wastewater
7. Pens

#### **Fabrication Departments**

1. Production/BPI/Ground Beef
2. Shipping
3. Shag Drivers

### **Section 3**

Every employee shall be assigned to a department for seniority purposes.

### **Section 4**

- A.) The vacant job will be awarded to the bidding employee with the greatest plant seniority, provided that person is able to perform the work.
- B.) Employees who bid to a different department or division shall have their former department and/or division seniority credited to their new department and/or division seniority.

### **Section 5**

No employee may bid from one shift to another shift until they have accrued at least one (1) year of seniority. In the event an employee has an event that

occurs in their 1<sup>st</sup> year of service that would require a shift change, the Company, the Union and the Employee will meet to attempt to resolve the issue. No more than sixty (60) employees from the fabrication division and sixty (60) employees from the kill division shall be allowed to bid to a different shift within their division in a contract year.

#### **Section 6**

- A.) If the Company determines that the movement of employees by bidding between divisions or shifts will impair efficient production, the Company will develop a schedule for such moves which, exceed the thirty (30) day limit referenced in Section 7 below. The Company will review and discuss this schedule with the Union before implementation.
- B.) If the Company determines that the movement of employees by bidding between divisions or shifts may exceed the specified amount per contract year without impairing efficient production, the Company will notify the Union and continue to honor bid requests beyond the specified limit to the extent the company finds practical.

#### **Section 7**

The Company will endeavor to place an employee on their new job no later than thirty (30) days after the job has been awarded. An employee awarded a job through a bid shall be placed on the new job no later than thirty (30) days after the job has been awarded. Employees who are not moved within the thirty (30) day period, shall receive twenty-five cents (\$0.25) per hour above the rate for the job in question until they are placed on their bid job. **If an employee has still not been moved after a sixty (60) day period after the job has been awarded, said employee shall receive seventy-five cents (\$0.75) above the rate for the job in question until they are placed on their bid job.**

#### **Section 8**

When an employee successfully bids a higher rated job, that employee shall continue to be paid the former rate of pay until able to perform the new job to the satisfaction of the Company. Should an employee successfully bid on a lower rated job, that employee shall be paid the lower rate when placed on the lower rated job.

#### **Section 9**

**Except for employees already on the bid aging report, no employee may be the successful bidder more than two (2) times every twelve (12) months. Employees on the bid aging sheet shall not be prohibited from bidding on other positions, provided they do not exceed the two (2) bid in twelve (12) month maximum.**

#### **Section 10**

The successful bidder on the job posting will be required to accept the job. The successful bidder accepting the job posting shall make a sincere effort to learn the job; however, if they cannot then perform or qualify within thirty (30) days they shall return to their previous job. If additional time is needed, as determined by the Company, they shall meet with the Union and define the extended period. The bidding employee's previous job shall not be bid until the employee qualifies on the new job.

If an employee is disqualified after being awarded the job, the job will be awarded to the next eligible bidder from the original bid sheet. If that employee is disqualified, the position will be assigned at the sole discretion of management. If there is no eligible bidder it will be assigned at the sole discretion of management.

### **Section 11**

In an effort to keep newly bid jobs awarded and employees 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. It will include the division, department, employee's name, job title and grade they are bidding to, job title and grade they are bidding from, date of the award and their current status. The aging report will be maintained by Human Resources, updated on a weekly basis and available for review by the employees. A copy of the report will also be provided to the Union.

### **Section 12**

- A.) Employees with one (1) year seniority or for bona fide health reasons who wish to transfer to a base labor position within their Division shall be allowed to place their name on a waiting list. The Company will maintain a list of the vacant "waiting list positions" for employees to view. When an opening occurs in the Division, the Company will offer the employees on the waiting list an opportunity to transfer according to plant seniority before a new employee is hired for the Division.
- B.) An employee who successfully transfers shall not be eligible for transfer again for a period of one (1) year. Employees who reject a transfer will be dropped from the list and are not eligible to transfer again for twelve (12) months.
- C.) An updated transfer list shall be furnished to the Union upon request.

### **Section 13**

Notwithstanding any of the above, the Company may assign employees on a temporary basis as necessary in the conduct of the business with consideration of seniority, ability and qualifications. Any employee temporarily assigned to a job having a lower rate than their regular rate will receive their regular rate while performing such job with the exception of job accommodation due to an off the job injury or illness. An employee temporarily assigned to a higher group job shall receive the higher group

rate when qualified. Any temporary assignment exceeding thirty (30) days will be discussed with the Union, to set up a schedule for replacement if necessary. The Union may request a daily list of temporary assignments, if so requested, the Company will provide the list to the Union.

#### **Section 14**

A bulletin board, for bids and bid awards only, shall be placed in an area accessible to the majority of employees. The bulletin board shall post jobs available for bid with a list of all new jobs awarded.

#### **Section 15**

**Team Leads/Production Trainers and Classroom Trainers.** When job openings for Team Lead, Production Trainer, and Classroom Trainer occur, the job shall be posted to the Division on Thursday and remain posted for **seven** days. Interested employees may complete an application for the position at the personnel office. The vacancy will be awarded to the best qualified of the five (5) senior applicants, provided they have the skill set to perform the job. Qualifications will be evaluated by management using candidate interviews and using information from Union-appointed employees experienced in the classification. Evaluation criteria will include work skills, work record, work experience, attendance, safety, communication, and education or training which is related to the position.

When job openings occur in the following positions, an informational posting shall be made for a period of seven (7) days.

- Team Lead
- Floor Trainer
- Chuck Boner
- Clod Puller
- **Classroom Trainer**
- **Knife Room**

Interested employees may complete an application for the position at the Human Resources Office. The vacancy will be awarded to the best qualified employee as determined by the Company. The Company will seek input from Union Representatives when awarding these positions. Evaluation criteria when awarding these positions will include work skills, work record, work experience, attendance, safety, communication, and education or training which is related to the position. If the Company determines that all qualifications are equal, then the most senior employee shall be awarded the job.

## Section 16

The Company agrees to provide an acknowledgement form to employees at the time of hiring concerning job ownership.

The Company agrees to provide the acknowledgement form attached hereto. The Company further agrees to provide a translator so that employees who do not read English can understand the form prior to signing. It is understood that this form is for informational purposes only and does not alter or override any provisions of the collective bargaining agreement.



MAKING YOUR WORLD STRONGER

### Welcome

Dear Team Member-

Congratulations on accepting your new role with JBS, Greeley Beef. It is our hope that you will find your time here to be an enjoyable experience. Should you require any assistance, please do not hesitate to reach out to the Training or the HR Department for assistance.

-Human Resources

### Non-Job Owner Affirmation

As a Non-Job Owner, it is important that you understand how Job Ownership and Job Qualification apply in your circumstance. For the purposes of establishing Plant Seniority, you have been assigned to a department as a Non-Job Owner. This means that the job you have been placed into may not necessarily be the job you will remain in. **Job Ownership is only established by the Seniority and Job Bidding Provisions as outlined by the Collective Bargaining Agreement.**

Your rate of pay will be determined based upon the job you are actually performing, and whether or not you are "Qualified" to perform the job. "Qualified" means your ability to perform the job to the Company's expectation. If you are performing a job for which you are not the job owner, you may be subject to reassignment, which may affect your rate of pay.

### Certification of Understanding:

I acknowledge that I have received this form, and understand that I may initially be assigned to a job that I do not own.

\_\_\_\_\_  
Employee's Name Printed

\_\_\_\_\_  
Employee Signature

**ARTICLE 11  
LAYOFF/JOB ELIMINATION**

**Section 1**

Layoff within a division caused by a reduction in force will be done according to plant seniority among the employees working in the division, provided that employees who remain are capable of performing the remaining jobs.

**Section 2**

An employee who is displaced by a reduction in force will move to the job held previously, provided the employee has more plant seniority than the employee they displace. Notwithstanding the foregoing, the Company may, if it continues to pay the involved workers their then current rate of pay, delay moving workers to the job to which their seniority entitles them for a three (3) week period.

**Section 3**

If an employee's plant seniority will not allow the displacement of an employee in a previously held job in the division, the employee may be placed in a vacant job, if available, or may displace an employee with less plant seniority in the division provided the employee is able to perform the job duties.

**Section 4**

If an employee's plant seniority will not allow placement in any job within the employee's division, the employee may be placed in a vacant job, if available, or may displace an employee with less plant seniority in another division provided the employee is able to perform the job duties.

**Section 5**

Employees who displace to a different department or division shall have their former plant seniority credited to their new department and/or division.

**Section 6**

Employees shall receive the rate of pay for the job where they are permanently retained by their seniority.

**Section 7**

Probationary employees shall be laid off before regular employees, provided that the employees who remain are able to perform the job duties.

The Company will not utilize temporary employees so that it will result in the layoff of any bargaining unit employee.

### **Section 8**

In a recall, employees on lay off from a division who have the greatest plant seniority will be the first recalled, provided they are able to perform the job duties. An employee displaced under this article shall have a one (1) time opportunity to return to their prior job, with no loss of seniority.

### **Section 9**

The Union will designate a person for input and review of the Company's elimination/layoff and reinstatement/recall processing.

## **ARTICLE 12 GRIEVANCES/ARBITRATION**

### **Section 1**

Employees and the Employer are encouraged to informally discuss questions or issues which may be resolved without a grievance with a representative or steward of the Union and their supervisor, at the employee's discretion. The employee involved will, with the appropriate Union Representative within five (5) working days of their knowledge, or when they should have had knowledge of the incident or issue giving rise to the situation shall discuss the matter with the immediate supervisor for the purpose of resolving the issue. The supervisor's answer is due within five (5) working days of the discussion. However, should grievances arise between the Company and the Union, or between the Company and the employees, pertaining to matters involved in the Agreement or incidental to the employment relationship, the procedures outlined in Section 5 will apply.

Grievances and discussions will be processed on the employee's own time unless otherwise agreed to by the Company.

### **Section 2**

The local Union shall designate a reasonable number of stewards in writing and the section each steward will represent. Only such stewards as are so named will be recognized.

### **Section 3**

Stewards, Supervisors, Union representatives and the employee will not waste time or abuse the grievance procedure.

### **Section 4**

The forgoing steps all have prescribed time limits. Such limits may be extended by mutual written agreement. The intent is to grant additional time

in unusual circumstances, not an automatic extension of prescribed time limits set forth below.

## **Section 5**

The parties agree to call witnesses, or if necessary, visit the department involved in order to get all of the evidence.

### **First:**

If the matter is not settled as outlined in Section 1 the Union may submit the grievance in writing to the Human Resources department within ten (10) working days of the employee's knowledge, or when they should have had knowledge of the incident or issue. A weekly meeting will be scheduled for the purpose of resolving all such timely written grievances. The Human Resources Director or their designee will provide the Union with a written answer within five (5) working days of hearing the grievance.

Written grievances will clearly state the employee(s) affected, their department, specific and clear description of the incident or issue giving rise to the grievance and the remedy sought. Written grievances may be filed on behalf of all affected workers. The Union will provide the specific employees affected, if so requested. The Company will assist the Union in determining the specific employees affected, if needed.

### **Second:**

If the matter is not settled in the First Step, the Union may advance the grievance to the Second Step, by providing a written notice requesting a Second Step grievance meeting between the General Manager or their designee and the Union Representative. Such written request must be sent to General Manager or their designee within five (5) working days of the first step answer.

The Company and the Union will have a weekly meeting to resolve grievances advanced to the second step. The General Manager or their designee will provide the Union with a written answer within five (5) working days of hearing the grievance at the second step. The Union shall supply the Company each week a list of the names, nature, and grievance numbers of all unresolved grievances and the step in the procedure where the grievance is at that point in time.

### **Arbitration:**

If the matter is not resolved, the Union may advance the grievance to Arbitration, provided the written notice of the Union's intent to proceed to Arbitration is sent to the Human Resources Director within thirty (30) working days of the receipt of the Company's second step answer. The parties may mutually agree to an arbitrator or in the event they are unable to agree the Union shall submit a written request for a list of seven (7) names from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the FMCS panel the employer representative will immediately



communicate directly with representative for the Union assigned for the purpose of selecting arbitrators to begin the process. Within fifteen (15) working days of receipt of the FMCS list the parties will alternatively strike names to determine which one shall sit on the arbitration. The Union will decide which party will strike first for the first scheduled arbitration under this Agreement. After that case, the first strike will alternate between the two parties, unless they mutually agree otherwise. The parties must select an arbitrator and schedule the arbitration date within thirty (30) working days of the Union's written notice to proceed to arbitration.

Either party may request a second (2<sup>nd</sup>) FMCS panel of arbitrators (limit of one (1) and the foregoing procedures shall be followed.)

It is recommended that the arbitrator shall submit the decision in writing, within thirty (30) days after the conclusion of the hearing, or hearings, as the case may be. At the end of forty-five (45) days, the Union and the Company will, in writing request the arbitrator's decision.

By mutual agreement of the parties, a request of the arbitrator for a bench decision is allowed, and shall be mandatory upon the arbitrator if so notified upon acceptance of the dispute.

The arbitrator's fees and expenses, and the cost of any hearing room, and the cost of a court reporter and the original transcript, if requested by the arbitrator, shall be borne by the losing party. All other costs and expenses shall be borne by the party incurring them.

All time limits may only be extended by mutual written agreement and signed by both parties.

Failure by the Company to answer a grievance in accordance with the time limits set forth in this Article shall cause the grievance to be automatically appealed to the next higher step of the grievance procedure.

## **Section 5**

The authority of the arbitrator shall be limited to the terms and conditions specifically set forth in this Agreement, and the arbitrator's decision shall be final and binding upon the parties.

## **Section 6**

A settlement arrived at in any step of the grievance procedure will be reduced to writing and signed by both parties. Such settlement will be final and binding upon both parties. In the event an employee is reinstated as a result of an arbitration, the maximum liability of the Company will be the employee's lost **Swift Beef Company** earnings reduced by all compensation received by the employee during the discharge period from other employment, unemployment compensation, workers' compensation or other earnings.

## **Section 7**

No employee shall leave the job to handle any grievance without first obtaining permission from their supervisor. All grievances are to be presented and grievance meetings held at times causing the least inconvenience to operations and involving the least possible amount of lost time.

### **Section 8**

In cases involving questioning that may lead to or involve discipline, the Company will arrange to have a division steward, and where applicable, translation services, present for the interview with the employee to be questioned or disciplined, provided, (i) if a division steward is not available, the Company shall arrange for another Union steward to be present, and (ii) the employee to be questioned or disciplined does not object to the presence of a Union steward.

### **Section 9**

Upon expiration of twelve (12) months from the date of the occurrence upon which disciplinary entry was entered in the employee's personnel file, the Company will be precluded from using such entry in any disciplinary action.

### **Section 10**

It has been and continues to be the Company's position that all disputes relating to the scope of the group insurance program (i.e., coverage for certain event) are not subject to the grievance and arbitration provisions of the Agreement between the Company and the Union. To that end it is agreed that all disputes arising under the group insurance program set forth in the group insurance plan and as allowed by ERISA, no such dispute will be subject to the grievance and arbitration provision of the Collective Bargaining Agreement between the Company and the Union.

## **ARTICLE 13 DISCIPLINE/NO DISCRIMINATION**

### **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 expression and identity**, veterans' status or disability.

### **Section 2.**

**Harassment Prohibited.** Harassment of any employee due to that employee's race, color, sex, religion, national origin, age, veteran's status,

or disability is also prohibited by this Agreement as well as federal and state law. Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based upon a person's protected status, such as sex, race, color, ancestry, religion, national origin, age, disability, marital status or other protected status. The Company will not tolerate harassing conduct that affects tangible job benefits; that interferes unreasonably with an individual's work performance; or that creates an intimidating, hostile or offensive working environment.

- a. **Sexual Harassment.** Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other physical, verbal or visual conduct based on sex, when:
- (i). Submission to the conduct is an explicit or implicit term or condition of employment;
  - (ii). Submission to or rejection of the conduct is used as the basis for an employment decision; or
  - (iii). The conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creates an intimidating, hostile or offensive working environment.

Prohibited sexual harassment may include explicit sexual proposition, sexual innuendo, suggestive comments, jokes, obscene language, or gestures, displays of obscene material, and physical conduct. Harassment on the basis of other protected status may include comments based on race, religion, age, disability, nation origin, etc., jokes, offensive language or gestures, or displays of material offensive to members of the above-described groups.

### **Section 3.**

**Use of Grievance Procedures.** If any employee feels that they have been subjected to prohibited discrimination, including harassment, they may file grievance under the grievance and arbitration provisions of this Agreement. If the employee feels they have been the subject of discrimination or harassment, they should immediately notify their immediate supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact their supervisor, the employee should immediately contact the Human Resource Department. The Company will investigate all such complaints. If an investigation confirms that harassment has occurred, the Company will take corrective action, up to and including immediate termination of employment of any employee found to have violated the provision of this Article. The Company forbids retaliation against anyone who has truthfully reported harassment.

### **Section 4.**

**Waiver of Contractual Rights.** If any employee claiming a violation of this article elects to proceed to an administrative agency or to court during the pendency of the grievance or at any time prior to the issuance of the

written opinion and award of an arbitrator, the grievance will be considered to have been withdrawn without prejudice.

#### **Section 5.**

**Contract Remedies.** An arbitrator hearing a grievance that alleges a violation of this Article has no authority to award compensatory, punitive or any monetary damages other than back pay.

#### **Section 6.**

**Reasonable Accommodation.** In the administration of this agreement, the Company and the Union will provide reasonable accommodations to qualified employees with a disability and to employees based upon their religious tenets. Any employee who seeks such an accommodation must so inform the company, in writing, and cooperate with the Company and the Union in seeking to identify reasonable alternatives. The need for the extent of such accommodation shall be determined by the Company in accordance with its interpretation of the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964, even if such accommodations may necessitate the modification or waiver of any provision of this Agreement, however, in the event a reasonable accommodation may necessitate the modification or waiver of any provision of this Agreement, the Company and the Union will meet to discuss same.

#### **Section 7.**

**The Employer agrees to provide, upon request, employees whose employment is terminated with a letter stating the following:**

**To Whom It May Concern:**

**This shall confirm that \_\_\_ was employed by Swift Beef Company at our Greeley, Colorado plant from \_\_\_ to \_\_\_, [year] in the position(s) of \_\_\_. His/her last straight-time hourly wage rate was \$ \_\_\_\_\_. Mr./Mrs. \_\_\_ employment ceased effective \_\_\_, [year].**

### **ARTICLE 14 MILITARY SERVICE AND MILITARY LEAVE**

#### **Section 1**

**Right to Re-employment.** A regular full-time employee who leaves or has left a position in the employ of the Company to enter upon active service in the Armed Forces of the United States has the right to be re-employed by the Company when such employee has completed their military obligation with full seniority and rights as provided for by federal law.

#### **Section 2**

**Summer encampment.** Regular, full-time employees on the active payroll will be granted a leave of absence upon request where they are required to participate in summer encampment training as a member of the National Guard or any U.S. Military Reserve as provided for by Federal law and/or the laws of Colorado, such leave shall be granted upon one (1) week advance written notice to the Human Resources Manager.

**Leave.** Upon presentation of a copy of United States military orders to his/her supervisor, an employee shall be granted a military leave of absence.

**All seniority granted employees under the terms of this Agreement shall be subject to the rights granted by law to the employees volunteering, called or conscripted for military or National Guard service under USERRA, the National Guard Act of 1940 and the Selective Service Act of 1942, and any additions or amendments thereto, or any rulings and interpretations thereof by any authorized court or agency. For avoidance of doubt, all military leaves of service shall be counted as employment for purposes of seniority and benefits.**

## **ARTICLE 15 CLOTHES/EQUIPMENT FURNISHED BY THE COMPANY**

### **Section 1**

The Company shall furnish safety devices which, when furnished, must be worn as a condition of employment.

### **Section 2**

- A.) The Company shall furnish frocks, cotton gloves, rubber gloves, insulated gloves, cloth chaps, aprons, rubber sleeves, laundry bags and pins, padlocks for employee lockers, wet suits, appropriate footwear, chuck line rubber aprons, scabbards, knives, hooks, steels, where any of these are necessary, winter work clothes for outside and freezer employees, freezer jackets to forklift, pallet jack operators, lower trim department and hot box employees and for employees exposed to extreme wind chill. Winter work clothes, **issued by the Company, including bibs and winter pants and any type of freezer jackets will be provided on an exchange basis as needed due to normal wear and tear. Additionally, employees who work outside or in the freezer shall be provided with winter work clothes. This includes shipping and trim employees working outside or in the freezer.** The Company shall furnish other health and safety clothing and/or equipment as may become necessary during the term of this agreement. It is the Company's sole discretion to determine the need of such items.
- B.) The Company will provide uniforms for employees in the Kill Floor, Offal, Rendering, Hides, Shag Drivers and Pens. Under this program the Company will provide regular, full-time employees with uniforms, including the laundering of these uniforms at no cost to the employee.

- C.) Upon acceptable proof of wear, the Company shall replace standard issue footwear.

### **Section 3**

- A.) The employees shall be responsible for the safe and efficient use of all equipment furnished by the Company, and if lost or maliciously damaged or destroyed, the employee shall be accountable, and the Company may then charge the employee and deduct the cost from the employees' wages.
- B.) The Company will periodically check the condition of all equipment furnished by the employer, and at its' own expense replace items which are no longer protective or worn out.

### **Section 4**

The Company will ensure:

1. Clothes/gloves and equipment are replaced when needed;
2. Correct sizes are maintained; and
3. Employees receive the clothes/equipment they need to perform their jobs. The Company shall determine what equipment is required or needed to perform the jobs.

Any other issues or concerns regarding the clothing and equipment will be discussed during the monthly Labor/Management Committee meeting (See Letter of Understanding).

## **ARTICLE 16 HOLIDAY PAY**

### **Section 1**

The following will be observed as paid holidays in each calendar year.

New Year's Day  
Christmas Day  
Labor Day  
Thanksgiving Day  
Independence Day  
One (1) Floating Holiday  
Memorial Day  
Easter Monday

### **Section 2**

The floating holiday will be given, at management's discretion with seven (7) calendar days' notice to the employees.

### **Section 3**

To be eligible for holiday pay, an employee must be on the payroll as a regular full-time employee who has completed the probationary period and work the scheduled workday before and the scheduled workday following a holiday, to receive holiday pay. For the purpose of this section, an excused absence is one that is previously excused in writing, hospitalization of the employee, or funeral leave. When a holiday falls on Sunday, it shall be observed on the following Monday.

### **Section 4**

Holiday pay will be calculated at eight (8) hours straight-time pay and eight (8) hours may be considered part of the guaranteed pay.

### **Section 5**

If one of the holidays, covered by Section 1 above, occurs within an employee's vacation period, that employee shall be paid eight (8) hours pay at their regular straight time hourly rate of pay in addition to their vacation pay, or their vacation will be extended by one day by mutual agreement.

### **Section 6**

If an employee fails to report for work or fails to work the hours as ordered on a holiday, and such absence is not excused (as defined in Section 3 above) then they shall receive no holiday pay, except an employee who is less than thirty (30) minutes late to work shall be eligible for holiday pay.

### **Section 7**

Work performed on a holiday shall be paid at two (2) times the employee's regular straight time pay for hours worked on the holiday.

### **Section 8**

The company will make every effort to have C shift employees not work the actual day of the observed holiday.

## **ARTICLE 17 JURY DUTY**

### **Section 1**

When a Regular Full-time Employee is called for jury service, the employee shall be compensated the time their crew worked for time lost at their regular straight-time hourly rate, less the compensation received for jury duty, but in no case more than eight (8) hours per day or forty (40) hours per week.

## Section 2

If an employee is excused and does not serve on the jury, that employee will be required to report to the plant if excused during their regularly scheduled shift and will be required to work the remaining scheduled hours of such shift.

## Section 3

Night shift employees will be temporarily transferred to the day shift while serving on jury duty.

# ARTICLE 18 SICKNESS AND ACCIDENT POLICY

## Section 1

When regular full-time employees with at least one year of seniority are absent because of disability due to sickness or accident not covered by Workers Compensation, and when such absences and their continuation are supported by acceptable medical evidence, payments shall be made in accordance with terms and conditions hereinafter set forth.

## Section 2

All absences shall be considered as starting with the loss of the eighth (8<sup>th</sup>) full day on which the employee was scheduled to work or on the second (2<sup>nd</sup>) day if hospitalized.

## Section 3

At ratification of this Agreement the amount of payment shall **increase to four hundred twenty-five dollars (\$425.00)** per week. Payment will begin with the eighth (8<sup>th</sup>) scheduled workday of disability, or on the second (2<sup>nd</sup>) day if employee is hospitalized, up to a maximum of thirteen (13) weeks for any one (1) absence reduced by the payments made for other absences during the twelve (12) months immediately preceding the onset of the current absences.

## Section 4

It is agreed that it is the purpose of this policy to provide income for employees who qualify hereunder only when they are physically unable to work.

## Section 5

No employee shall be eligible for benefits under this paragraph unless they notify the Company promptly when unable to report for work provided the employee is physically able to do so.



## Section 6

In the event of a compensable accident, an employee who would qualify for S & A will receive the difference between compensation and S & A for which they had qualified.

## ARTICLE 19 FUNERAL LEAVE

### Section 1

When a regular full-time employee is absent from work for the purpose of arranging for or attending the funeral or for grieving the death of a member of the employee's immediate family, the Company will pay the employee for eight (8) hours at the employee's regular rate of pay for each day of such absence up to a maximum of three (3) consecutive scheduled workdays, provided that:

- A.) The employee is on the active payroll on the date of the death of the member of the employee's immediate family and
- B.) The employee notifies their supervisor of the purpose of their absence no later than the first day of such absence; and
- C.) Payment will be made for a day of absence only if such day is one of three (3) days either commencing with the day of such death or with the day of the funeral and is a day during which the crew in which the employee is employed did not work and on which the employee would have worked had it not been for the absence. In case the death occurs during an employee's vacation, the employee will be compensated for lost time at a later date, within the next three (3) months; and
- D.) No payment will be made for any day of absence which is later than three days following the funeral or memorial service; and
- E.) The employee, when requested, furnishes proof satisfactory to the Company of the death, and the employee's relationship to the deceased. **The Employee's relationship to the deceased may be conclusively established by written certification from the employee.**
- F.) **The Company agrees to provide the certification form attached hereto upon request. The Company further agrees to provide a translator so that employees who do not read English can understand the form prior to signing.**

**Certification of Relationship**

I, \_\_\_\_\_, hereby certify or swear that \_\_\_\_\_ is related  
(Employee's Full Name) (Deceased Relative's Full Name)

to me. This individual is my \_\_\_\_\_. I understand that I am completing this form  
(Nature of Relationship)

because I cannot furnish any other documented proof of relationship (e.g. birth certificate, obituary stating relationship, tax returns, benefits elections, insurance documents, home title, domestic partnership decrees, or other documentation).

\_\_\_\_\_  
Employee's Name Printed

\_\_\_\_\_  
Employee's signature

**Section 2**

For purposes of this paragraph, a member of an immediate family means only the employee's spouse, child, stepchildren, mother, father, sister, brother, mother-in-law, and father-in-law; and in addition, stepmother, stepfather, guardian, grandchildren, grandmother, and grandfather, great-grandmother and great-grandfather.

**Section 3**

Employees who travel to distant locations to attend funerals of immediate family members as defined in Section 2 above will receive, in addition to the paid funeral days, excused absences without pay (not to exceed four (4) days) to travel to and from the funeral locations. The Company **will not unreasonably deny requests for** additional time off without pay for those individuals who need **to travel for funeral-related reasons, or for funeral-related religious observance.**

**Section 4**

One (1) day shall be paid for sister-in-law, brother-in-law, son-in-law and daughter-in-law, niece, nephew, aunt or uncle. Further, the unpaid leave set forth in Section 3 shall apply for such funerals.

**ARTICLE 20  
UNION BUSINESS**

**Section 1**

Employees, not exceeding a number agreed upon by the Company, chosen by the Union to attend Union business, shall be granted permission to be off upon one (1) week's advance written request to the human resources manager, for periods not to exceed two (2) weeks. Such absences shall be without pay.

**Section 2**

- A.) Full-Time Union Position. In the event the Union appoints or elects an employee to a full-time position with the Union, the Company, upon proper notification shall grant a leave of absence, without pay and benefits, not to exceed the life of this Agreement. No more than three (3) such employees may service a **Swift Beef Company** facility.
- B.) The Union may designate two (2) Chief Stewards to cover A, B and C shifts 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 Company will pay the Chief Stewards grade five (5) or their grade when becoming a Chief Steward, whichever is greater, up to and including weekly shift time. **The Company may request from the Union a written certification that all hours worked by the Chief Stewards were for the purpose of the administration of this Agreement, including safety assignments, the processing of grievances, and a summary of issues addressed with the status.** The Chief Stewards will punch in and out for attendance purposes. The Chief Stewards will continue to receive benefits on the same terms following designation as a Chief Steward.
- C.) The Chief 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 Article 1 of this agreement, the Company may discontinue the program with a ninety (90) day written notice.

**Section 3**

Union Officers and Stewards. The Union shall furnish the Company with a written list of its duly authorized officers and stewards, on a monthly basis. The Company agrees to provide an office within the facility for use by the Walking Stewards and other Union representatives.

**Section 4**

Unpaid positions will not be granted a vacation, or be eligible for vacation pay, while in the service of the Union, except where the employee qualified and became eligible for vacation prior to leave. Any unexercised vacation

rights shall be satisfied by a cash payment equal to the amount the employee would have been paid for vacation.

## **Section 5**

If the employee desires to return again to work, the Company must be notified within seven (7) days after termination of the appointment or election, and shall be placed on the job previously held, or one of equal pay, with no loss of seniority or vacation rights, provided they are capable of performing the job.

# **ARTICLE 21 LEAVE OF ABSENCE**

## **Section 1**

The Company may grant leaves of absence, without pay to employees who request the same for emergency reasons, or other family issues not covered under FMLA, for periods up to ninety (90) calendar days. Such leaves will not be granted for the purpose of allowing an employee to take another position temporarily, try out new work, or venture into business for themselves.

## **Section 2**

Family & Medical Leaves (FMLA)

- A.) Leave Entitlement. An employee who has been employed by the Company for 12 months and who has completed 1,250 hours of work during the 12 month period immediately preceding the commencement of such leave under the Family Medical and Leave Act of 1993 ("FMLA") in accordance with its provisions and the provisions of this Section 2.
- B.) Year for Purposes of Determining Leave Entitlement. For purposes of determining an employee's leave entitlement under the Act, the 52 week period immediately preceding the commencement of leave under the Act shall be applicable measuring period.
- C.) Employee Responsibilities.
  - (i) Application for Leave. An eligible employee must complete a written application for an FMLA leave. Where the need for leave was not known in advance due to accident, illness, or circumstances beyond the employee's reasonable knowledge or control, an application may be completed upon the employee's first reasonable opportunity to do so. In all other cases where FMLA leaves are known in advance, the application should be completed and submitted thirty (30) days prior to the commencement of the leave.
  - (ii) Physician's Certification. In order for an FMLA leave to be approved, it is the responsibility of the employee to obtain from his or her physician a fully executed Physician's Certification form,

which will be provided to the employee by the Company. The failure of the employee to obtain and submit the completed Physicians certification form may result in the delay or denial of an FMLA leave, in which event, the leave may be treated as an unexcused absence.

- (iii) Cooperation. An employee on an approved FMLA must provide periodic reports as requested by the Company in order to keep the Company informed as to the employee's status and expected date of return.
- (iv) Fitness For Duty. Prior to returning from an FMLA leave involving their own serious health condition, an employee may be required to successfully pass a fitness for duty examination to be paid for by the Company.
- (v) Failure to Return. An employee who fails to return upon the expiration of an approved FMLA leave will be considered a voluntary quit.

D.) Employer Responsibilities.

- (i) Privacy: The employer can assign a physician or representative from Health Services or Human Resources to contact the employee's health care provider to clarify information in a FMLA certification. No one in supervision will contact employee's health care provider. Records relating to FMLA leaves, requests, and certifications or medical histories must be maintained as confidential medical records separate from usual personnel files.
- (ii) Effect on Existing Benefits. Nothing in the FMLA or any amendment shall be construed to diminish the obligation of the employer to comply with any collective bargaining agreement or any employment benefit program or plan that provides greater family or medical leave rights to employees than the rights established under FMLA or any amendment to FMLA.

### Section 3

#### **Safe Leave**

**The Company acknowledges the existence of applicable laws providing for leave for victims of domestic abuse, stalking, criminal harassment, sexual assault, and similar crimes. An employee may request and take such leave in accordance with applicable law. An employee must give reasonable notice to human resources, when possible, in accordance with applicable law.**

**The Company agrees to allow employees, upon their request, to use any accrued paid time off they may have available, including vacation days. The Company may have the right, in some circumstances, to request proof or evidence from the employee, consistent with applicable law.**

**ARTICLE 22  
WAGE RATE CLASSIFICATION**

**Section 1**

When the Company establishes a new classification, combines or separates the duties of existing classifications, or substantially changes the work content of an existing classification, it will notify the Union and establish an hourly rate for the classification.

**Section 2**

If the Union requests, within five (5) days of being notified of the new classification and pay rate, the Company will meet and discuss the pay rate with the Union. If the Union does not agree with the pay rate, it may bypass the steps of the grievance procedure and submit the matter to arbitration if it notifies the Company within ten (10) days.

**Section 3**

The test of fairness of the Company's rate determination is whether it is in line with the existing rate structure of other jobs in the department, giving proper consideration to the job content and skill involved.

**ARTICLE 23  
UNION VISITATION**

**Section 1**

Union representatives shall have the right to visit the workplace to inspect conditions and to generally carry out the terms of this Agreement, providing they report to a designated Company representative upon entering the plant and so long as such visit does not interfere with operations.

**Section 2**

The Employer recognizes the right of the Union to designate stewards and alternates from the Employer's seniority list.

**ARTICLE 24  
SUBCONTRACTING**

**Section 1**

The Company may subcontract as follows:

- A.) Operations which have been subcontracted out as of May 24, 1994, may continue to be subcontracted.

- B.) The Employer agrees not to subcontract operations currently existing (except as stated in part C below). In the event of a new operation, and the Company desires to subcontract the same, it will notify the Union of its intent. The Union may request a meeting to discuss the same. However, it is expressly understood and agreed the Company may subcontract out such operations,
- C.) Wastewater treatment may be subcontracted out so long as no employee is laid off or has their hourly rate of pay reduced or has their hours of work reduced.

## **ARTICLE 25 MEAL PERIODS AND REST PERIODS**

### **Section 1**

Relief and meal periods will be scheduled by management.

### **Section 2**

Employees will be granted a rest period of fifteen (15) minutes approximately halfway through the first portion of their shift, but in no event will it be taken earlier than one and one half (1 1/2) hours from the start of the shift nor later than three (3) hours from the start of the shift. Should an employee be called off their break, at the direction of management, prior to its completion, the employee will be provided with a full uninterrupted break once they have completed the necessary assignment. Casual non-mandatory discussions between management and employees will not constitute an interruption.

### **Section 3**

Employees will be allowed a lunch period of at least thirty (30) minutes but no longer than thirty-two (32) minutes (without pay) approximately halfway through the employee's scheduled workday, however should a governmental agency enact or change laws, regulations, guidance or rules regarding lunch break duration the Company will meet with the Union prior to adjusting the length of the unpaid lunch break accordingly.

### **Section 4**

Employees will be granted a second rest period of fifteen (15) minutes if the day's work schedule exceeds **six (6) hours**.

### **Section 5**

**Employees will be granted a third (3<sup>rd</sup>) paid rest period of fifteen (15) minutes if the day's work schedule exceeds ten (10) hours, or if it becomes clear that the work will not be completed within ten (10) hours.**

## Section 6

Employees required to work ten and one-half (10 ½) hours will be given a meal allowance of five dollars (\$5.00).

## Section 7

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.

**Subject to the requirements of this Agreement, the Company may schedule rest periods in accordance with operational need. However, in no event shall breaks or the lunch period be combined or run consecutively.**

## Section 8

**Notwithstanding Sections 4 and 5 of this Article, in the event that applicable state or federal law governing the amount of paid rest time is materially amended during the term of this Agreement, either the Union or the Company may demand, in writing, that the other party meet and bargain over the effects of such change. Such applicable state law includes the Colorado Overtime and Minimum Pay Standards Order.**

# ARTICLE 26 VACATIONS

## Section 1

- A.) In order to be eligible for vacation pay an employee must (a) pass their anniversary date; and (b) worked forty (40) weeks in the preceding anniversary year. Vacation pay shall be calculated on a minimum of a forty (40) hour work week, or the average weekly hours worked by the employee for the previous calendar year (whichever is greater) at the rate of pay based on the employees regular hourly rate at the time of vacation.
- B.) Weeks worked for consideration of the forty (40) weeks required will include each week during which the employee received a paycheck, including up to twelve (12) weeks on workers compensation, or compensated disability under Article 18 Sickness and Accident Policy.

## Section 2

Regular full-time employees shall be entitled to: **three (3) days of vacation with pay following six (6) months of employment with the Company**, one (1) week of vacation with pay following their first (1st) anniversary with the Company, two (2) weeks after their third (3rd) anniversary with the Company, three (3) weeks after their tenth (10th) anniversary with the Company, four (4) weeks after their twentieth (20th) anniversary with the



Company, and five (5) weeks after twenty-five (25) years of service. Employee must pass their next anniversary date to be eligible.

**Upon ratification of this agreement employees who have six (6) months of seniority, but less than one (1) year, shall be eligible for a prorated number of the above-referenced three (3) vacation days, as defined below;**

- **6 months to 7 months = 3 days**
- **More than 7 months to 9 months = 2 days**
- **More than 9 months to 11 months = 1 day**
- **More than 11 months = 0 days**

**Employees may utilize these additional vacation days in single day increments.**

**The Company and the Union agree that they wish to convert the current vacation accrual process from an anniversary-year basis to a calendar-year basis. The Company and the Union will meet within sixty (60) days of ratification of this agreement to bargain over the change. No such conversation shall be effective without the written consent of both the Company and the Union.**

### **Section 3**

Selection of vacations will be by seniority within the work group (by shift) provided the vacation so scheduled will not interfere with the needs of the business.

### **Section 4**

Employees shall start the vacation selection process no later than December 1st of each year. Employees must make vacation selection no later than January 15 of each year. If a dispute develops between employees as to vacation preference, seniority shall govern. Employees who have not selected their vacation by February 15, may take their vacation on a first come, first served basis. Employees will have between February 15 and March 1 to review schedule of vacation awarded and may file an objection with Human Resources during that period. Vacation schedules will be posted by March 15. Notwithstanding the above, employees who successfully bid and transfer into a different job or department after their vacation has been selected are subject to having their vacation rescheduled.

**Following the completion of the above process, if an employee has not scheduled all of their available vacation, the Company may schedule it for them. Notwithstanding the foregoing, an employee may keep up to one (1) week of vacation unscheduled, which can be used in single-day increments following the vacation selection process.**

## Section 5

Employees eligible for more than one (1) weeks vacation may take one (1) week a day at a time. Employees eligible for three (3) weeks or more vacation may take two (2) weeks vacation a day at a time. Pay for each such day will be calculated on eight (8) hours of straight time pay based on the employee's regular hourly rate at the time of the vacation. Vacation pay will not count toward the calculation of overtime.

## Section 6

When requested, employees shall receive vacation pay separate from their regular weekly pay.

## Section 7

**At the end of an employee anniversary year, the Company may pay out any earned and unused vacation.**

**At ratification of this agreement, the Company agrees to provide one (1) additional week of pay (forty (40) hours at the pay rate effective on the date of ratification) to all employees who have been employed by the Company for twenty-five (25) years or more on the date of ratification.**

## **ARTICLE 27 LIFE INSURANCE**

The Company will make available to employees who have six (6) months or more of employment with the Company, a term group life insurance policy in the amount of \$15,000, fully paid by the Company.

See table in Appendix "D".

## **ARTICLE 28 RETIREMENT PROGRAM**

The Company will continue the current **Swift Beef Company** 401K Savings Plan, for eligible employees. This Plan will include the following:

- Employee deferral at time of hire;
- Company matching contribution after twelve (12) months of service;
- 50% on the first 4% deferred by the employee;
- **Swift Beef Company** Employee vesting in Company match will continue as follows:
  - Twenty percent (20%) after two (2) years
  - Forty percent (40%) after three (3) years
  - Sixty percent (60%) after four (4) years
  - One hundred percent (100%) after five (5) years

\*Participants will continue to pay all current fees and the administrative fees to process a Qualified Domestic Relations Order (QDRO).

**ARTICLE 29  
FREEZER PAY**

Employees required to work four (4) hours or more per day in the freezer will receive an additional fifteen cents (15¢) per hour over their regular rate of pay. The classifications which currently receive are Forklift Offal Transfer, Shipping Lead – Offal Transfer, and Forklift Ground Beef – transfer. However, any worker, future or current, who works more than four (4) hours per day in the freezer shall receive the premium pay.

**ARTICLE 30  
SHIFT DIFFERENTIAL**

**Section 1**

All regular full-time production employees will be paid **one dollar (\$1.00)** per hour over their regular rate for the entire second shift. Such pay starts at the employee's starting time when the job is classified as a second shift position and continues through the shift.

**Section 2**

Third Shift - All regular full-time fabrication material handling and inedible and edible rendering production employees will be paid **one dollar (\$1.00)** per hour over their regular rate for the entire Third Shift. Such pay starts at the employee's starting time when the job is classified as a Third Shift position and continues through the shift. This Article will not apply to any day shift crew regardless of starting time.

**ARTICLE 31  
MEDICAL, VISION, DENTAL AND DISABILITY**

**Section 1**

During the term of this Agreement, the Company will maintain a benefits program for all bargaining unit employees who are under the terms of this Agreement. This Article will provide a general description of those benefits.

The plan document, **which is incorporated by reference herein and** which may be amended from time to time, will provide the specific terms regarding the rights of the parties and the details of these benefits and will control in the event of a conflict or discrepancy between the general description provided below and the plan document.

**Section 2**

In the event any future **or further** Health Care Reform legislation **or regulations are enacted or adopted**, representatives of the Company and Union will meet to determine the impact of such legislation **or regulations** on the Company's Comprehensive Healthcare plans.

### Section 3

As in the past, the Company retains the right to select all vendors, third party administrators, service providers, provider networks, and control over all administrative matters relating to the plans, and modify the terms and conditions for each benefit plan **unless otherwise** stated in the Benefits Exhibits provided to the Union.

The Company **may** add, modify, delete, or amend **any of the** benefit initiatives listed below. The Company will discuss any addition, modification, deletion or amendment of benefit initiatives with the Union prior to any change.

Pregnancy Care Initiatives

Radiology Networks & Utilization

**Centers of Excellence**

**Mandatory 2<sup>nd</sup> Opinion Program for Cancer Diagnosis**

Brand Buy Up / Mandatory Generic Utilization

Alternative Tiered Network – I & II

High Performance Networks

**Prescription Drug Plans (Company Standard Plan Only)**

Voluntary Products

Additionally, the Company may add other benefit initiatives and additional RBP procedures that are not listed on the Exhibit provided to the Union, by mutual consent of the Company and the Union. Should the Union not agree with the initiative, the Company's and Union's benefit actuaries will meet and review whether the initiative will provide a cost savings for the plan and the employees.

In the event the actuaries agree that the initiative will provide a cost savings for the plan and the employees, the Company shall have the ability to implement the initiative; if the actuaries cannot agree that it will provide cost savings **to** the plan and employees, the matter may be referred to an arbitrator where the only matter to be decided is whether the addition, modification, or amendment of the other benefit initiative will provide cost savings for the plan and the employees.

If the arbitrator rules that it will provide a cost savings, the Company may enact the initiative; if the arbitrator rules that it will not provide savings, the Company may not enact the initiative.

In addition, all disputes **arising under** the group insurance program **in so far as they relate to coverage**, administration of the plan and determination of coverage, are not subject to the grievance and arbitration provisions of the Agreement between the Company and Union. To that end it is agreed that all disputes arising under the group insurance program in so far as it relates to administration of the plan and determination of coverage will be determined as set forth in the group insurance plan and as allowed by ERISA; **and** no such dispute will be subject to the grievance and arbitration provisions of this agreement.

#### Section 4

During the term of this Agreement, the Company will make available a Dental Plan for eligible employees the first of the month following ninety (90) days on the active payroll. Employees will pay the full cost, claims and administrative costs, of the plan.

#### Section 5

During the term of this Agreement, the Company will make available a Vision Plan for eligible employees the first of the month following ninety (90) days on the active payroll. Employees will pay the full cost, claims and administrative costs of the plan.

#### Section 6: Company Standard Plan

<b>Standard Benefits Plan:</b>		
<b>Medical</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Calendar Year Deductible</b>	<b>\$1,600 / \$3,200</b>	<b>\$4,000 / \$8,000</b>
<b>Company Funded HRA<sup>1</sup></b>	<b>\$500 / \$1,000</b>	<b>Same as In-Network HRA</b>
<b>Coinsurance</b>	<b>80%</b>	<b>50%</b>
<b>Out-of-Pocket Maximum</b>	<b>\$5,000 / \$10,000</b>	<b>\$12,500 / \$25,000</b>
<b>PCP Copay</b>	<b>Ded. and Coin.</b>	<b>Ded. and Coin.</b>
<b>Specialist Copay</b>	<b>Ded. and Coin.</b>	<b>Ded. and Coin.</b>
<b>Emergency Room</b>	<b>Ded. and Coin.</b>	<b>Ded. and Coin.</b>
<b>Urgent Care</b>	<b>Ded. and Coin.</b>	<b>Ded. and Coin.</b>
<b>Preventive Care</b>	<b>100%</b>	<b>Ded. and Coin.</b>

- **If economically feasible, the Company will establish a medical clinic for the Greeley facility. The Company will review the economic feasibility of the clinic annually and make a determination as to whether in its sole judgment to continue the operations of the clinic. Employees who enroll in the clinic model may be required to use this facility(s) for primary care services, in order to have any such services covered by the Plan.**
- **During the term of the Agreement, the Company and the Union may reach mutual agreement on changes in plan design (items above) in an effort to curb increases to employee's weekly contribution while maintaining net cost.**
- **Employees, who enroll and engage in the primary care clinic model, if available, will have their weekly contribution reduced by at least one dollar (\$1.00) for "Employee Only" and actuarially tiered for the remaining employee contribution options.**
- **Spousal Surcharge: If members choose to elect spousal coverage for a spouse who is eligible for coverage under his or her employer's health plan, they will pay an additional twenty-five (\$25.00) per week.**
- **Tobacco Surcharge: If a member or a covered dependent uses tobacco**

products, medical premiums will be an additional ten dollars (\$10.00) per week.

- **Unused HRA funds shall rollover from one year to the next.**
- **Through the term of this Agreement, the weekly contributions paid by employees covered by this Agreement shall not exceed twenty-five percent (25%) of the cost of the Company’s medical plan. The Company shall determine the cost of its medical plan consistent with past practice.**

**Section 7: PPO**

For the life of the Agreement, the Company would offer the **PPO** plan as an option.

**Benefit Exhibit**

<b>PPO Plan (Effective 2021-2025)</b>		
<b>Medical</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Calendar Year Deductible	\$600 / \$1,800	\$1,800 / \$3,600
Company Funded HRA	N/A	N/A
Coinsurance	80%	60%
Out-of-Pocket Maximum	\$3,000 / \$6,000	No Max.
PCP Copay	\$35	Ded. and Coin.
Specialist Copay	\$40	Ded. and Coin
Emergency Room	\$125 copay plus Ded. and Coin.	\$125 copay plus Ded. and Coin.
Urgent Care	\$35	Ded. and Coin
Preventive Care	100%	Ded. and Coin

- In the final month of the agreement, employees will pay no more than 25% of the cost for a PPO plan.
- During **2022 through 2025**, the Company and the Union may reach mutual agreement on changes in plan design (items above) in an effort to curb increases to employee’s weekly contribution while maintaining total net cost.
- Spousal Surcharge – If members choose to elect spousal coverage for a spouse who is eligible for coverage under his or her employer’s health plan, they will pay an additional \$25 per week.
- Tobacco Surcharge – If a member or a covered dependent uses tobacco products, medical premiums will be an additional \$10 per week.
- **From January 1 through December 31, 2022, the weekly contribution rates paid by employees covered by this Agreement shall be as follows:**
  - **Employee Only: \$30.00**
  - **Employee and Spouse: \$43.25**
  - **Employee and Children: \$40.75**
  - **Employee and Family: \$54.75**
- **Effective beginning January 1, 2023, through the remaining term of this Agreement, the weekly contributions paid by employees covered by this Agreement shall not exceed twenty-five percent (25%) of the cost of the PPO plan. The Company shall determine the cost of its medical plan consistent with past practice.**

## Section 8: Pharmacy Plans

	Benefit Exhibit	
PPO Pharmacy	Retail (<=30 days)	Mail Order (90 days)
Generic Rx	\$15	\$37.50
Preferred Brand	20% (\$25 - \$60)	20% (\$62.50 - \$150)
Non-Preferred Brand	\$75	\$175
Non-Preferred Brand	35% (\$50 - \$150)	N/A – use retail
<b>Standard Plan</b>	Retail (<=30 days)	Mail Order (<=90 days)
Pharmacy		
Generic Rx	\$5	\$15.00
Preferred Brand	20% (\$20 - \$50)	20% (\$60 - \$150)
Non-Preferred Brand	\$75	\$175
Specialty	35% (\$50 - \$150)	N/A – use retail

\*Rx Plans subject to change and will mirror the **Swift Beef Company** standard pharmacy plans.

## Section 9

**Regular, full-time employees will become eligible on the first day of the calendar month after completing six (6) months of service, to enroll in the Long-Term Disability Insurance Plan.**

**Employees who elect to enroll for coverage will pay, by payroll deduction, the premium for the coverage they select.**

Procedures Included

LABS	Procedure Name	LABS	Procedure Name	LABS	Procedure Name
23701	Metabolic Panel	27601	Strep A Assay with Optic	01901	Cataract Removal
23801	General Health Panel	27701	Drug Screen, Single	02202	Repair of Umbilical Hernia (Age 5+)
23901	Comprehensive Metabolic Panel	27801	Alanine Amino (ALT) SGPT)	02301	Knee Arthroscopy with Cartilage Repair
24001	Obstetric Panel	27901	Hemoglobin	02401	Laparoscopic Gall Bladder Removal
24101	Lipid Panel	28001	Blood Glucose Assay	03001	Nasal/Sinus – Endoscopy – Sinus Surgery
24201	Acute Hepatitis Panel	INPATIENT		03101	Shoulder Arthroscopy 03102 Shoulder Arthroscopy – with Rotator Cuff Repair
24301	Hepatic Function Panel	00801	Hip Replacement	03202	Tonsillectomy and Adenoidectomy, Over Age 12
24401	Urinalysis Manual or Auto (with or without Scope)	00901	Knee Replacement	03301	Tympanostomy and Myringotomy
24601	Assay Test for Blood Fecal	00101	Bariatric Surgery – Laparoscopic Gastric Bypass	03401	Upper GI Endoscopy
24701	Vitamin D 25 Hydroxy	00201	Cardiac Angioplasty – w/Drug Eluting Stent	03402	Upper GI Endoscopy with Biopsy
25101	Assay of Ferritin	00301	Cardiac Defibrillator Implant w/o Cardiac Catheterization	03501	Colon – Colonoscopy with biopsy
25201	Blood Folic Acid Serum	00401	Coronary bypass with cardiac cath	03502	Colon – Colonoscopy with Removal of Lesion(s)
25301	Gonadotropin (Fsh)	00701	Hysterectomy – Nonmalignant	10901	Reduction Mammoplasty
25302	Gonadotropin (Lh)	00802	Revision of Total Hip or Total Knee Replacement	12001	Repair Finger Tendon
25401	Glycosylated Hemoglobin Test	00901	Laminectomy – Inpatient	12201	Repair of Laparoscopic Inguinal Hernia
25501	Assay of Iron	01001	Spinal Fusion (Anterior)	13101	Capsule Endoscopy
25601	Iron Binding Test	01002	Spinal Fusion (Posterior)	13201	Sigmoidoscopy
25701	Assay of Total Thyroxine	02901	Nasal/Sinus – Corrective Surgery - Septoplasty	13301	Esophagoscopy
25801	Assay of Free Thyroxine	09701	Perc cardiovascular proc w/o coronary artery stent	13801	Vasectomy
25901	Assay Thyroid Stim Hormone	10101	Combined anterior/posterior spinal fusion	14801	Varicose Vein Ablation
26001	Assay Thyroid Stim Hormone	OUTPATIENT		15201	Varicose Vein Treatment via Injection
26101	Assay Triiodothyronine (T3)	01101	ACL Repair by Arthroscopy	19101	Physical Therapy
26201	Chorionic Gonadotropin Test	01201	Back Surgery – Laminectomy	19201	Physical Therapy Evaluation
26301	Complete CBC w Auto DiffWBC	01301	Bariatric Surgery (Lap Band)	28601	Physical Therapy with Water Exercises
26302	Complete CBC Automated	01401	Bladder Repair For Incontinence (Sling)	28701	Physical Therapy with Electric Stimulation
26401	Prothrombin Time	01701	Bunionectomy	02201	Hernia Inguinal Repair (Age 5+)
26701	Culture Screen Only	01801	Carpal Tunnel	02101	Hammer toe Correction
26801	Urine Culture/Colony Count			01003	Spinal Fusion of Neck – Front
26901	Urine Bacteria Culture				
27001	Chylind Trach DNA test				
27401	Influenza Assay with Optic				



## Procedures Included

Procedure Name	Procedure Name
OFFICE VISIT	DIAGNOSTIC
19001 Chiropractic treatment, including consultation, manipulation and therapy	06404 CT Scan Chest w/o & w/ contrast
DIAGNOSTIC	06502 CT Scan of Lumbar Lower Spine w/o contrast
04102 CT Scan Abdomen w/o contrast	06503 CT Scan of Lumbar Lower Spine w/ contrast
04103 CT Scan Abdomen w/ contrast	06504 CT Scan of Lumbar Lower Spine w/o & w/ contrast
04104 CT Scan Abdomen w/ and w/o contrast	06701 Ultrasound of Breast(s)
04202 CT Head/Brain w/o contrast	06801 Ultrasound of Abdomen
04203 CT Head/Brain w/ contrast	06901 Ultrasound of Pelvis
04204 CT Head/Brain w/o & w/ contrast	07001 PET Scan Image from Skull base to Mid-Thigh
04302 CT Scan Pelvis w/o contrast	07002 PET Scan Image w/ CT of Whole Body
04303 CT Scan Pelvis w/contrast	09002 CT Angiography, Abdomen w/o & w/ contrast
04304 CT Scan Pelvis w/o & w/ contrast	09003 CT Angiography, Head w/o & w/ contrast
04402 MRI Brain w/o contrast	09004 CT Angiography, Pelvis w/o & w/contrast
04403 MRI Brain w/ contrast	09102 MRI Lumbar Spine w/contrast
04404 MRI Brain w/o & w/ contrast	09103 MRI Lumbar Spine w/o contrast
04502 MRI Lower Limb w/o contrast	09104 MRI Lumbar Spine w/o and w/ contrast
04503 MRI Lower Limb w/ contrast	09202 MRI Neck Spine w/ contrast
04504 MRI Lower Limb w/o & w/ contrast	09203 MRI Neck Spine w/o contrast
04602 MRI Spine w/o contrast	09204 MRI Neck Spine w/o & w/ contrast
04603 MRI Spine w/ contrast	09302 MRI of Head (Orbit/Face/Neck) w/ contrast
04604 MRI Spine w/o & w/ contrast	09303 MRI of Head (Orbit/Face/Neck) w/o contrast
04702 MRI Upper Limb (Other Than Joint) w/o contrast	09304 MRI of Head (Orbit/Face/Neck) w/o & w/ contrast
04703 MRI Upper Limb (Other Than Joint) w/ contrast	09402 CT Abdomen & Pelvis w/o contrast
04704 MRI Upper Limb (Other Than Joint) w/o contrast & w/contrast	09403 CT Abdomen & Pelvis w/ contrast
04802 MRI Lower Limb with Joint without contrast	09404 CT Abdomen & Pelvis w/o & w/ contrast
04803 MRI Lower Limb with Joint with contrast	16002 MRI Upper Limb Joint w/o contrast
04804 MRI Lower Limb with Joint with and without contrast	16003 MRI Upper Limb Joint w/ contrast
04901 Bone Density study of spine or pelvis	16004 MRI Upper Limb Joint w/o & w/ contrast
06302 CT Scan of Mouth, Jaw, and Neck w/o contrast	17702 MRI Abdomen w/o contrast
06303 CT Scan of Mouth, Jaw and Neck w/ contrast	17703 MRI Abdomen w/ contrast
06304 CT Scan of Mouth, Jaw and Neck w/o & w/ contrast	17704 MRI Abdomen w/o & w/ contrast
06402 CT Scan Chest w/o contrast	18102 MRI Pelvis w/o contrast
06403 CT Scan Chest w/ contrast	18103 MRI Pelvis w/ contrast
	18104 MRI Pelvis w/o & w/ contrast

**ARTICLE 32  
NEW MEMBER ORIENTATION**

**Section 1**

Each week during new employee orientations, a representative of the Union will be allowed the opportunity to discuss the Union role at the plant, to answer any questions, and to sign the new employee up for Union membership.

**Section 2**

When an applicant for employment is hired, the Company, will give the applicant a Union Authorization Card, along with other documents given to newly hired applicants, for signature (i.e., insurance enrollment card). To the extent allowed by law, the Company will explain to the successful applicant that the plant employees are represented by Local 7 and give the employee a Union application. In the event the successful applicant declines to sign the Union Authorization Card, the applicant will be referred to a designated Union representative who will be given a quiet area to explain the advantages of Union representation.

**ARTICLE 33  
VARIOUS PROVISIONS**

**Section 1**

Bulletin Boards. Seven (7) lockable bulletin boards (slaughter, fabrication, hides, ground beef, cafeteria, shipping, Alvey) shall be made available at the plant at all times for the use of the Union. Notices may be posted on such bulletin boards for matters such as Union meetings, social affairs, Union elections, and other internal Union affairs. All such notices listed above must be signed by an officer of the Union and/or a Business Agent of the Union. The Company will provide a portion of each bulletin board mentioned above for the Union's use. The Union agrees that it will not post any notice which in the sole judgment of the Company contains defamatory materials, anything critical of the Company or anything that appears to be a personal attack on any employee of the Company.

**Section 2**

Paychecks

- A.) It is agreed the method with which the Company pays the employees will state all deductions, hourly rates, hours worked, straight time and overtime. It is understood and agreed that the employees shall be paid on a weekly basis.
  
- B.) It is agreed the method by which the Company can pay employees may include any acceptable means, to include, paychecks, cash, direct deposit,

paycards, debit cards, etc. If the Company elects to change its method of payment they will first meet with the Union to discuss the change.

- C.) Any pay discrepancy of forty dollars (\$40.00) or greater shall be adjusted in the same week of error. Any pay discrepancy of less than forty dollars (\$40.00) shall be adjusted for the following week.
- D.) **The Company shall provide a hard copy pay stub on a weekly basis to employees who request the same. In the event that the Company develops new ways for employees to access pay stubs, invests in additional technological solutions to access pay stubs, or otherwise simplifies the process for employees to access their pay stubs, the Company shall first meet with the Union to discuss the appropriateness of changing this process, prior to doing so. It is clearly understood that any process change does not release the Company from its obligations to provide relevant information to the Union upon request.**

### **Section 3**

I.D. Badges. The Company agrees to provide one (1) I.D. badge or card, at no cost, to the employees. Thereafter, the cost to replace lost I.D. badges or cards will be no more than five dollars (\$5.00).

### **Section 4**

Neutrality. The Company shall do what is necessary to ensure its officers, representatives, supervisors and/or agents shall not attempt to influence a Colorado Labor Peace Act election or any internal Union election campaign and/or vote.

### **Section 5**

The Company will secure the Fabrication and Slaughter main chain speed controls with a Company and Union lock. In the event the chain speed needs to be adjusted, the Company will notify a Union representative who will be present for the adjustment. The Union will ensure that representatives are available at all times should management determine that the chain speed needs to be adjusted. It is further agreed that the Union will not delay chain speed adjustment. The grievance provisions of this Agreement may be used should the Company or the Union disagree over the application of this section.

### **Section 6**

Recorded Call-In Line. The Company agrees **to maintain** a recorded call-in line **for** employees to use when calling in to report their absence to work. Such line will record all call-ins, the Company will maintain a record of such call-ins for up to ninety (90) days and all recording will be made available to the Union.

**ARTICLE 34**  
**MULTI-CULTURAL EDUCATIONAL FUND**

The Company shall make an amount available each year of the agreement to bring the uncommitted balance of the Multi-Cultural Fund up to \$25,000. No Multi-Cultural Fund monies shall be spent without the mutual agreement of the parties. The Company, upon request of the Union, shall provide a summary of all monies spent and what the monies were spent on from the Multi-Cultural Fund, current unused funds, date when additional funds were added, and the amount of funds added to the Multi-Cultural Fund.

The Fund may be used to encourage diversity, education and/or cultural activities that may enhance the wellbeing of workers.

**ARTICLE 35**  
**WAIVER, ENTIRE AGREEMENT AND SEVERABILITY**

**Section 1**

Entire Agreement. This is the complete Agreement providing all benefits to which any employee may be entitled, and it is expressly understood and agreed that the Company has no obligation to any employee or employees other than those provided herein.

**Section 2**

Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**Section 3**

Amendments. Any modification or supplement to this Agreement to be effective must be reduced to writing and executed by the designated representatives, of each party.

**Section 4**

In the event any provision of this Agreement should be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement; and further, should any federal or state law, government

rule or regulation issued by any of its departments, agencies or representatives affect any provision of this Agreement, the provision, or provisions, so affected shall be made to conform to the law or determination, and all other provisions not so affected shall continue in full force and effect.

## **ARTICLE 36 DURATION OF AGREEMENT**

### **Section 1**

This Agreement shall be effective beginning **July 19, 2021**, and shall remain in full force and effect until midnight, Sunday, **July 21, 2025**. Either party may, on or before sixty (60) days prior to the expiration date of this contract, give notice to terminate the Agreement. If such notice is not given, the Agreement shall renew itself for successive one (1) year periods until notice is given. Such notice shall be given by registered or certified mail by either party by written notice mailed to the Company at its Corporate Headquarters in Greeley, Colorado, or to the United Food and Commercial Workers Local 7 at its Wheat Ridge offices.

### **Section 2**

The parties to this agreement, **Swift Beef Company** and the United Food and Commercial Workers, Local 7, hereby agree that within sixty (60) days before the end of the third year of this Agreement, they will meet and confer regarding whether to modify the provisions of Article 31 (Medical, Vision, Dental and Disability), including discussions surrounding a primary care clinic. If the parties are unable to fully agree to a modification of the existing Article or enter into an agreement on a new Article before the end of the third year, the parties agree that this Agreement and all of its terms will continue for the remaining two years of the agreement without modification.

Additional Letters of Understanding to Carry Forward  
Joint-Labor/Management Committee, with charges  
Protection of Rights  
Excused Absences  
Language  
Reference, Article 2 Recognition  
Prepromotion Supervisor Training Program, changes to seventy-five (75) days  
Dues Checkoff  
Construction Project  
Trainer, Lead Positions, Remove Liver, Spread Viscera

### **Section 3**

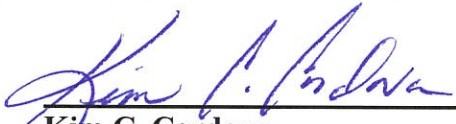
**In the event of an Act of God or natural disaster (“Emergency”) having a material and continuing impact upon either the Employer’s facility either the Company or the Union may request to bargain with the other party regarding this Agreement by providing written notice to the other party, within thirty (30) days of the occurrence of such**

**Emergency. The parties agree to timely meet and bargain over the effect of the Emergency. No change shall be effective without mutual consent.**

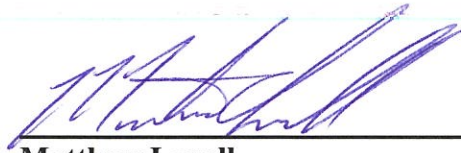
DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**United Food and Commercial Workers,  
Local 7**

**Swift Beef Company**



**Kim C. Cordova  
UFCW Local 7 President**



**Matthew Lovell  
Swift Beef Company**

# BARGAINING COMMITTEE RECOMMENDATION

## BARGAINING COMMITTEE RECOMMENDATION

Contract Negotiations between Swift Beef Company fka JBS USA, LLC for its Greeley Beef Plant and United Food and Commercial Workers International Union, Local 7R

August 21, 2021 – Tentative Agreement

The below represents a Tentative Agreement between Swift Beef Company fka JBS USA, LLC for its Greeley Beef Plant and United Food and Commercial Workers International Union, Local 7R that has been fully recommended the Union's bargaining committee and is contingent on successful ratification by the Union membership. This Tentative Agreement is inclusive of all previously tentatively agreed to items.

### Union Bargaining Committee Recommendation

By way of this letter, we the Bargaining Committee, recommend to accept this contract.

Ramiro Alvarez

Scott Smith

[Signature]

James Suazo

Augustin Corales

Felix Vazquez

Mohammad Naim

Abdullahi Aden

Nancy Madrigal

**APPENDIX "A"**  
**(WAGES)**

**Wage rates and progressions set forth are minimums. Prior to changing start rates, base rates, specific job rates, specific grade rates, or the implementation, modification, or discontinuance of an incentive program, the Company shall first meet with the Union to discuss such change. The meeting between the Company and the Union shall occur at least two (2) weeks prior to the implementation of the wage change. It is clearly understood that any wage increases are made to a specific job, pay grade, or pay level.**

The minimum start rate and the wage progression will be as follows:

Start Rate:	<b>\$12.35</b>
After 30 Days	<b>\$12.85</b>
After 60 Days	<b>\$13.35</b>
After 90 Days	Base Rate

On the first Monday following ratification of this Agreement, employees in the progression will move to the new rate for their length of service, **unless they are already at their base wage.**

All regular full-time production employees who have completed ninety (90) days of employment shall receive the following base rate:

- Effective the first Monday following ratification retroactive to expiration **July 18, 2021** the base rate will be increased to **\$21.75 per hour.**

**Effective on the below indicated dates, the Base Rate shall be increased by the below indicated amount, which is determined by the change, if any, in the Consumer Price Urban Wage Index (CPI-U). The possible changes are as follows:**

**July 18, 2022**

- **Less than 0 to 1.99% increase: \$0.25 increase**
- **2% or greater increase: \$0.50 increase**

**July 17, 2023**

- **Less than 0 to 1.99% increase: \$0.25 increase**
- **2% or greater increase: \$0.50 increase**

**July 22, 2024**

- **Less than 0 to 1.99% increase: \$0.25 increase**
- **2% or greater increase: \$0.50 increase**

Starting rate increase will be extended for any absence beyond one (1) week. Such extension will be for the length of the absence.

<b>Pay Grade</b>	<b>Amount Over Base</b>
<b>Grade 1</b>	<b>\$0.50</b>
<b>Grade 2</b>	<b>\$1.50</b>



<b>Grade 3</b>	<b>\$2.50</b>
<b>Grade 4</b>	<b>\$3.50</b>
<b>Grade 5</b>	<b>\$5.00</b>
<b>Grade 6</b>	<b>\$6.50</b>

The rates of pay include compensation for time spent changing into and out of work clothes, including safety clothing and/or equipment, except as otherwise provided by settlement agreement (donning and doffing) dated September 11, 2000

The parties agree that the Going Forward Agreement, executed on September 11, 2000 is by reference made a part of this contract.

Lead People and Hourly Trainers will be paid one dollar (\$1.00) over the highest grade in the area they are assigned.

**Pay Grades at Ratification**

<b>Base Rate</b>	<b>\$21.75</b>
<b>Grade 1</b>	<b>\$22.25</b>
<b>Grade 2</b>	<b>\$23.25</b>
<b>Grade 3</b>	<b>\$24.25</b>
<b>Grade 4</b>	<b>\$25.25</b>
<b>Grade 5</b>	<b>\$26.75</b>
<b>Grade 6</b>	<b>\$28.25</b>

All wage increases shall be made within sixty (60) calendar days from ratification and be effective the first Monday following ratification. The general wage increase shall be made retroactive to July 18, 2021; such retroactive wage increase shall be paid within sixty (60) days of ratification. Classroom Trainers shall receive retroactive pay for the difference between their new Grade 3 rate and their prior rate retroactive to June 9, 2021.

<b>Fabrication Base Jobs</b>		
<b>Dept.</b>	<b>Grade</b>	<b>Title</b>
Fab	0	Add Inserts
Fab	0	Bag Ball Tip
<b>Fab</b>	<b>0</b>	<b>Bag Bottom Round Flat</b>
Fab	0	Bag Brisket
<b>Fab</b>	<b>0</b>	<b>Bag Brisket Oyster</b>
<b>Fab</b>	<b>0</b>	<b>Bag Brisket Point</b>
Fab	0	Bag Cap Lifter Meat
Fab	0	Bag Chuck Flap
Fab	0	Bag Chuck Short Rib
Fab	0	Bag Chuck Tender
Fab	0	Bag D-Shank
<b>Fab</b>	<b>0</b>	<b>Bag Eye of Round</b>
Fab	0	Bag Finger Meat
Fab	0	Bag Flank Steak
Fab	0	Bag Flap Meat
Fab	0	Bag Flatiron

<b>Fab</b>	<b>0</b>	<b>Bag Hanging Tender</b>
Fab	0	Bag Inside Skirt
Fab	0	Bag Knuckle
<b>Fab</b>	<b>0</b>	<b>Bag Leaker</b>
Fab	0	Bag Loin Tail
<b>Fab</b>	<b>0</b>	<b>Bag Navel &amp; Pastrami</b>
Fab	0	Bag Outside Skirt
Fab	0	Bag Pectoral
Fab	0	Bag Plate Finger Meat
Fab	0	Bag Short Loin/Strip
Fab	0	Bag Short Rib
<b>Fab</b>	<b>0</b>	<b>Bag Short Rib Cap</b>
Fab	0	Bag Teres Muscle
Fab	0	Bag Top Butt Caps
Fab	0	Bag Tri Tip
Fab	<b>0</b>	<b>Box Add Dry Ice/Lid (Small Box)</b>
Fab	0	Box Back Rib
Fab	0	Box Back Strap/Cartilage
<b>Fab</b>	<b>0</b>	<b>Box Ball Tips &amp; Loin Tails</b>
<b>Fab</b>	<b>0</b>	<b>Box Bottom Round Flat</b>
Fab	0	Box Brisket
<b>Fab</b>	<b>0</b>	<b>Box C Shank</b>
<b>Fab</b>	<b>0</b>	<b>Box Center Cut Back Ribs &amp; Brisket Oyster</b>
FAB	0	Box Chuck Flap/Rib Finger Meat
FAB	0	Box Chuck Roast/Navel Finger Meat
<b>Fab</b>	<b>0</b>	<b>Box Chuck Short Ribs &amp; Teres Major</b>
<b>Fab</b>	<b>0</b>	<b>Box Culotte</b>
<b>Fab</b>	<b>0</b>	<b>Box Eye of Round</b>
<b>Fab</b>	<b>0</b>	<b>Box Flap Meat &amp; Tri Tips</b>
<b>Fab</b>	<b>0</b>	<b>Box Flat Iron</b>
<b>Fab</b>	<b>0</b>	<b>Box Hanging Tender &amp; Pectoral</b>
<b>Fab</b>	<b>0</b>	<b>Box Inside Round</b>
<b>Fab</b>	<b>0</b>	<b>Box Inside Skirt</b>
Fab	0	Box Knuckle
<b>Fab</b>	<b>0</b>	<b>Box Lifter Meat, Neckbones, &amp; C-Shank</b>
<b>Fab</b>	<b>0</b>	<b>Box Loin Short Loin</b>
<b>Fab</b>	<b>0</b>	<b>Box Maker (Small Box)</b>
Fab	0	Box Navel & Pastrami
<b>Fab</b>	<b>0</b>	<b>Box Navel Ends</b>
<b>Fab</b>	<b>0</b>	<b>Box Outside Skirt &amp; Flank Steak</b>
<b>Fab</b>	<b>0</b>	<b>Box Short Rib Cap</b>
<b>Fab</b>	<b>0</b>	<b>Box Short Rib Ends</b>
<b>Fab</b>	<b>0</b>	<b>Box Short Ribs &amp; Chuck Tender</b>
Fab	0	Box Skirt

<b>Fab</b>	<b>0</b>	<b>Box Small Box Packers</b>
Fab	0	BPI Fill Combos
Fab	0	BPI Picker
Fab	0	Clean Up
Fab	0	Clean Up Locker Room/Laundry Operator
Fab	0	Combo Maker
Fab	0	Combo Monitor
Fab	0	Cooler Operators
Fab	0	Custodian
Fab	0	Drop Arm Bone
Fab	0	Drop Pallets
<b>Fab</b>	<b>0</b>	<b>Dump Combo</b>
Fab	0	Hang Boxes
<b>Fab</b>	<b>0</b>	<b>Inject CO2</b>
Fab	0	Inject CO2 - Chuck
<b>Fab</b>	<b>0</b>	<b>Inject CO2 - Rib</b>
Fab	0	Inject CO2 - Round
Fab	0	Leaker Auditor
Fab	0	Monitor Chuck Trim
Fab	0	Open Leakers
Fab	0	Operate Dumper
Fab	0	Operate Indexer
Fab	0	Package Riblets
<b>Fab</b>	<b>0</b>	<b>Pick 50/50 Trim</b>
Fab	0	Pick Product
Fab	0	Pick Product Conveyor
Fab	0	Pick Product Out of Bone Belt
<b>Fab</b>	<b>0</b>	<b>Repair Frocks</b>
Fab	0	Rework After Meat Master
Fab	0	Sanitation
<b>Fab</b>	<b>0</b>	<b>Stage Bottom Round Flat</b>
<b>Fab</b>	<b>0</b>	<b>Stage Brisket</b>
Fab	0	Stage Loin (Pull Tail to Skinner)
Fab	0	Stage Strip
<b>Fab</b>	<b>0</b>	<b>Strapper - Label Recorder</b>
Fab	0	Stretch Wrap
Fab	0	Temp Combo
<b>Fab</b>	<b>0</b>	<b>Transfer Leaker</b>
<b>Fab</b>	<b>0</b>	<b>Transfer Product</b>
<b>Fab</b>	<b>0</b>	<b>Trim Contamination</b>

<b>Fabrication Grade 01 Jobs</b>		
<b>Dept.</b>	<b>Grade</b>	<b>Title</b>
Fab	1	Bag Center Cut Back Ribs
Fab	1	Bag Chuck

Fab	1	Bag Chuck Roast
Fab	1	Bag Clod
<b>Fab</b>	<b>1</b>	<b>Bag Inside Round</b>
Fab	1	Bag Rib
Fab	1	Bag Tenderloin
Fab	1	Bag Top Butt
Fab	1	Bone/Peel/Drop Knuckle
Fab	1	Box Chuck
<b>Fab</b>	<b>1</b>	<b>Box Clod</b>
Fab	1	Box Loin
Fab	1	Box Rib
Fab	1	Box Tenderloin
<b>Fab</b>	<b>1</b>	<b>Box Top Butt &amp; Culotte</b>
Fab	1	BPI Manifestor
Fab	1	Check for Spinal Cord
<b>Fab</b>	<b>1</b>	<b>Clean Neck Bones</b>
Fab	1	Clean Plate Bones
Fab	1	Clean Rib Bone
Fab	1	Clip Off Brisket Bone
Fab	1	Combo Manifestor
Fab	1	Drop Wing
<b>Fab</b>	<b>1</b>	<b>Manifestor (Small Box)</b>
Fab	1	Mark Brisket
Fab	1	Mark Rose Meat
Fab	1	Mark/Pull Round Cap
<b>Fab</b>	<b>1</b>	<b>Operate Brisket Saw</b>
Fab	1	Operate Extruder
Fab	1	Operate Tray Former
<b>Fab</b>	<b>1</b>	<b>Palletize Product (Small Box)</b>
Fab	1	Pop Feather Bones
Fab	1	Pull Flank
Fab	1	Pull Hanging Tender/Drop Brisket
Fab	1	Pull Kidney Fat
Fab	1	Pull Knuckle
Fab	1	Pull Rose Meat
Fab	1	Pull/Trim D-Shank
<b>Fab</b>	<b>1</b>	<b>Pull/Trim Teres Muscle/Shark Fin</b>
Fab	1	Recondition Meat
Fab	1	Rehang Round
Fab	1	Reject Person
<b>Fab</b>	<b>1</b>	<b>Save Shank Meat</b>
<b>Fab</b>	<b>1</b>	<b>Save Tendons</b>
Fab	1	Saw Center Cut Back Ribs
Fab	1	Separate Arm/Brisket

<b>Fab</b>	<b>1</b>	<b>Separate Rope Meat</b>
<b>Fab</b>	<b>1</b>	<b>Shackle Chuck</b>
Fab	1	Size BBQ Plate
Fab	1	Stack Boxes
Fab	1	Stage Clod
<b>Fab</b>	<b>1</b>	<b>Stage Inside Round</b>
Fab	1	Stage Round
<b>Fab</b>	<b>1</b>	<b>Stage Tenderloin</b>
<b>Fab</b>	<b>1</b>	<b>Stage Top Butt</b>
Fab	1	Transfer Leaker
<b>Fab</b>	<b>1</b>	<b>Trim Ball Tips</b>
Fab	1	Trim BBQ Plate
Fab	1	Trim Bnls Chuck Short Rib
Fab	1	Trim Chuck Square
Fab	1	Trim Chuck Tender
Fab	1	Trim Contamination F.Q.
Fab	1	Trim Hanging Tender
Fab	1	Trim Length on Ribs
Fab	1	Trim Outside Skirt
Fab	1	Trim Pectoral
<b>Fab</b>	<b>1</b>	<b>Trim Round Oyster</b>
Fab	1	Trim Scapula Meat
Fab	1	Unhook Round
<b>Fab</b>	<b>1</b>	<b>Upgrade Product (Trim)</b>
Fab	1	Upgrade Product (Whiz Deck)
<b>Fab</b>	<b>1</b>	<b>Whiz Bone Felt</b>
Fab	1	Whiz Button Bone
Fab	1	Whiz Cartilage
<b>Fab</b>	<b>1</b>	<b>Whiz Flat</b>
Fab	1	Whiz Knife Pin Bone Cartilage
Fab	1	Whiz Rose Meat

<b>Fabrication Grade 02 Jobs</b>		
<b>Dept.</b>	<b>Grade</b>	<b>Title</b>
Fab	2	Bag Person
Fab	2	Clean Brisket Bone
<b>Fab</b>	<b>2</b>	<b>Drop Head of Tender</b>
<b>Fab</b>	<b>2</b>	<b>Inventory Walker System</b>
Fab	2	Mark Tri Tip
Fab	2	Mark/Pull Eye
Fab	2	Operate Case Sealer
Fab	2	Operate Cryovac
<b>Fab</b>	<b>2</b>	<b>Operate Skinner</b>
Fab	2	Operate Skinner - Round
Fab	2	Operate Skinner Loin Tails

<b>Fab</b>	<b>2</b>	<b>Operate Skinner/Clod Heart</b>
Fab	2	Pull Chuck Tender
Fab	2	Pull Paddle Bone
Fab	2	Saw Hock
<b>Fab</b>	<b>2</b>	<b>Saw Riblets</b>
Fab	2	Saw Short Rib
Fab	2	Separate Top Butt
Fab	2	Trim Bottom Butt
<b>Fab</b>	<b>2</b>	<b>Trim C-Shank</b>
Fab	2	Trim Eye of Round
Fab	2	Trim Flank
Fab	2	Trim Flap Meat
Fab	2	Trim Inside Skirt
Fab	2	Trim Knuckle
Fab	2	Trim Loin Tail
Fab	2	Trim Short Rib
Fab	2	Trim Strips
<b>Fab</b>	<b>2</b>	<b>Vat Dumper Operator</b>

<b>Fabrication Grade 03 Jobs</b>		
<b>Dept.</b>	<b>Grade</b>	<b>Title</b>
Fab	3	Bone Aitch
Fab	3	Bone Arm
Fab	3	Bone Foreshank
Fab	3	Bone Hind Shank
<b>Fab</b>	<b>3</b>	<b>Bone Loin Wing</b>
<b>Fab</b>	<b>3</b>	<b>BPI Pallet Jack</b>
Fab	3	Classroom Operator
Fab	3	Forklift Dumper
Fab	3	Forklift Outside
Fab	3	Forklift Shipping
Fab	3	Forklift Trim
Fab	3	Knife Room Straight
Fab	3	Knife Room Whizard
Fab	3	Mark Knuckle
Fab	3	Mark Paddle Bone
Fab	3	Mark/Pull Outside Skirt
<b>Fab</b>	<b>3</b>	<b>Operate Pallet Jack</b>
Fab	3	Plant Floor Systems Technician
Fab	3	Pull Pectoral/Bone Arm (Bone-In)
<b>Fab</b>	<b>3</b>	<b>Rework/Operate Pallet Jack</b>
Fab	3	Saw Rib /Chuck
Fab	3	Split Forequarter
<b>Fab</b>	<b>3</b>	<b>Trim Brisket</b>
Fab	3	Trim Clod

Fab	3	Trim Flat
Fab	3	Trim Inside Round
Fab	3	Trim Rib Cap Extension Meat
Fab	3	Trim Rib Cap Lifter Meat
Fab	3	Trim Round Flat
Fab	3	Trim Tenderloin
Fab	3	Trim Top Butt Cap
Fab	3	Trim Top Butt CC

<b>Fabrication Grade 04 Jobs</b>		
<b>Dept.</b>	<b>Grade</b>	<b>Title</b>
<b>Fab</b>	<b>4</b>	<b>Bone Plate</b>
Fab	4	Bone Short Rib
Fab	4	Drop Gooseneck/Peel Heel
Fab	4	Safety Lead
Fab	4	Saw Chine
Fab	4	Saw Chuck
Fab	4	Saw Hind Split
Fab	4	Saw Rib
Fab	4	Saw Shell
Fab	4	Saw Wing
Fab	4	Walking Steward

<b>Fabrication Grade 05 Jobs</b>		
<b>Dept.</b>	<b>Grade</b>	<b>Title</b>
Fab	5	Bone Strip
Fab	5	Bone Top Butt
<b>Fab</b>	<b>5</b>	<b>Seam Inside Round</b>
<b>Fab</b>	<b>5</b>	<b>Trim Chucks</b>

<b>Fabrication Grade 06 Jobs</b>		
<b>Dept.</b>	<b>Grade</b>	<b>Title</b>
Fab	6	Bone Chuck
<b>Fab</b>	<b>6</b>	<b>Bone Rib</b>
<b>Fab</b>	<b>6</b>	<b>Bone Tenderloin</b>
Fab	6	Pull Clod
Fab	6	Utility Crew

<b>Slaughter Base Jobs</b>		
<b>Dept.</b>	<b>Grade</b>	<b>Title</b>
Slaughter	0	Apply Wax Paper ( <b>Winter Crew</b> )
Slaughter	0	Bag Fresh Livers
Slaughter	0	Bag Head Meat
Slaughter	0	Bag Small Intestines – Small Bag
<b>Slaughter</b>	<b>0</b>	<b>Bag/Box Hearts</b>
Slaughter	0	Bag/Box Kidney/Tendon

Slaughter	0	Bag/Box Tail
Slaughter	0	Box Add Dry Ice/Lid
Slaughter	0	Box Fresh Offal
Slaughter	0	Box Maker
<b>Slaughter</b>	<b>0</b>	<b>Box/Scale Liver</b>
Slaughter	0	Clean Up
Slaughter	0	Clean up Locker Room/Laundry Operator
Slaughter	0	Clip Tails
<b>Slaughter</b>	<b>0</b>	<b>Count Cattle</b>
Slaughter	0	Cover Brisket
Slaughter	0	Custodian
Slaughter	0	Flush Head
<b>Slaughter</b>	<b>0</b>	<b>Flush Mouth</b>
Slaughter	0	Hang Carcass Tag
Slaughter	0	Hang Ear Tag
<b>Slaughter</b>	<b>0</b>	<b>Hang Off 1st Leg</b>
Slaughter	0	Hang Off 2 <sup>nd</sup> Leg
<b>Slaughter</b>	<b>0</b>	<b>Hock Blow Off - Winter Crew</b>
Slaughter	0	Hot Box Out Feeder
Slaughter	0	Hot Cattle Spacer
<b>Slaughter</b>	<b>0</b>	<b>Inject Air (Area 2)</b>
Slaughter	0	Insert Bungee Cord
Slaughter	0	Load Sales Coolers
<b>Slaughter</b>	<b>0</b>	<b>Monitor Trolley Return</b>
<b>Slaughter</b>	<b>0</b>	<b>Pack Aorta/Box Weasand</b>
Slaughter	0	Pack Omasum
<b>Slaughter</b>	<b>0</b>	<b>Pack Scalded, HC Tripe/Scale</b>
Slaughter	0	Presenter (USDA)
Slaughter	0	Pull Off Paunch/Intestine
Slaughter	0	Remove Plastic – Condemn Cage
Slaughter	0	Remove Shackle
Slaughter	0	Remove Spinal Sheath
Slaughter	0	Remove Wax paper/Bungee Cord
Slaughter	0	Sanitize 1 <sup>st</sup> Hock
Slaughter	0	Sanitize 2 <sup>nd</sup> Hock
Slaughter	0	Sanitize Front Hock
<b>Slaughter</b>	<b>0</b>	<b>Save Heart Sweet Bread</b>
Slaughter	0	Scaler Helper
Slaughter	0	Scrape Ribeye/Load Indexer
Slaughter	0	Separate Heart & Lung, Aside Products
Slaughter	0	Space Carcass
Slaughter	0	Squeegee
<b>Slaughter</b>	<b>0</b>	<b>Squeegee Intestines</b>
Slaughter	0	Stamp Beef (Coolers)



Slaughter	0	Steam Vac Round Area
Slaughter	0	Stem Vac Midline
Slaughter	0	Strip Weasand
Slaughter	0	Tag Carcass at Gut Table
Slaughter	0	Tip Tail/Remove Plastic
<b>Slaughter</b>	<b>0</b>	<b>Transfer Bungee/Tendon</b>
Slaughter	0	Transfer Kidneys & Sweetbread
<b>Slaughter</b>	<b>0</b>	<b>Trim Back of Carcass - Winter Crew</b>
Slaughter	0	Trim Cont Before Prewash
Slaughter	0	Trim Contamination (Folds/Flaps)
<b>Slaughter</b>	<b>0</b>	<b>Truck Product</b>
Slaughter	0	Tuck Tail/Stamp Angus/Put Plastic
Slaughter	0	Vacuum Hide ( <b>Bung</b> )
Slaughter	0	Vacuum Midline
Slaughter	0	Wash Mouth
Slaughter	0	Wash Omasum
Slaughter	0	Wash Spacers A-Shift
Slaughter	0	Wash Trolley
Slaughter	0	Wash, Trim and Pack Sweet Bread
<b>Slaughter</b>	<b>0</b>	<b>Wrap &amp; Pack Large Intestine</b>

<b>Slaughter Grade 01 Jobs</b>		
<b>Dept.</b>	<b>Grade</b>	<b>Title</b>
Slaughter	1	Bone Hearts
Slaughter	1	Collect Fetal Blood
Slaughter	1	Combo Neck Bones
Slaughter	1	Combo Pet Food
Slaughter	1	Cut Intestine to Length
<b>Slaughter</b>	<b>1</b>	<b>Cut Intestine to Length (Split Sm Eye)</b>
<b>Slaughter</b>	<b>1</b>	<b>Cut Intestines from Paunch</b>
Slaughter	1	Cut Off 1 <sup>st</sup> Hind Leg
Slaughter	1	Cut Off 2 <sup>nd</sup> Hind Leg
Slaughter	1	Cut Off Bile Bag/Aside Liver
Slaughter	1	Cut Off Dew Claw
Slaughter	1	Cut Off Ears
Slaughter	1	Cut Off Front Hock
Slaughter	1	Dehorn
Slaughter	1	Dehorn/Cut Off Carcass Ears
Slaughter	1	Drive Cattle Inside
Slaughter	1	Drive Cattle Outside
<b>Slaughter</b>	<b>1</b>	<b>Flush Large Intestine</b>
<b>Slaughter</b>	<b>1</b>	<b>Flush Small Intestine</b>
<b>Slaughter</b>	<b>1</b>	<b>Inspect Beef Lips/Cheek Meat</b>
Slaughter	1	Mark Foreshank

<b>Slaughter</b>	<b>1</b>	<b>Mark The Web</b>
<b>Slaughter</b>	<b>1</b>	<b>Open Seam Tripe</b>
Slaughter	1	Operate Scalded/HC Tripe Washer
Slaughter	1	Operate Skinner/Tongues
Slaughter	1	Palletize Product
Slaughter	1	Pop Kidney
Slaughter	1	Recondition Tails
Slaughter	1	Remove Kidney
Slaughter	1	Remove Missplits
<b>Slaughter</b>	<b>1</b>	<b>Remove Pizzle</b>
<b>Slaughter</b>	<b>1</b>	<b>Remove Tail and Hang</b>
Slaughter	1	Save Pet Food
Slaughter	1	Save Sweet Bread
Slaughter	1	Save Tendon
Slaughter	1	Scale and Pack Small Intestine
<b>Slaughter</b>	<b>1</b>	<b>Scale and Pack Split Small I</b>
<b>Slaughter</b>	<b>1</b>	<b>Scale Large Intestine</b>
<b>Slaughter</b>	<b>1</b>	<b>Separate Large Intestine</b>
<b>Slaughter</b>	<b>1</b>	<b>Trim Aorta</b>
Slaughter	1	Trim Contamination - Pattern
Slaughter	1	Trim Face Plate
Slaughter	1	Trim Head (USDA)
Slaughter	1	Trim Head/Remove 30+ Bags
Slaughter	1	Trim High Hock / Round
Slaughter	1	Trim Neck
<b>Slaughter</b>	<b>1</b>	<b>Trim Omasum</b>
<b>Slaughter</b>	<b>1</b>	<b>Trim Pizzle</b>
Slaughter	1	Trim Salivary Gland
<b>Slaughter</b>	<b>1</b>	<b>Trim Shanks/Separate Doubles</b>
Slaughter	1	Trim Tail
Slaughter	1	Trim Tongue
Slaughter	1	Trim Tripe/Split Honeycomb
<b>Slaughter</b>	<b>1</b>	<b>Trim/Box/Transfer Pizzle</b>
Slaughter	1	Trim/Skin Livers
<b>Slaughter</b>	<b>1</b>	<b>Unroll Large Intestine</b>
<b>Slaughter</b>	<b>1</b>	<b>Upgrade Tongue/Trim</b>
Slaughter	1	Whiz Contamination Round
<b>Slaughter</b>	<b>1</b>	<b>Whiz Contamination/Neck Area</b>
Slaughter	1	Whiz Pelvic Fat

<b>Slaughter Grade 02 Jobs</b>		
<b>Dept.</b>	<b>Grade</b>	<b>Title</b>
<b>Slaughter</b>	<b>2</b>	<b>Clear Necks</b>
Slaughter	2	Cut Off Eyelid/Ear Cart/Lips
Slaughter	2	Dejoint Head

Slaughter	2	Dump Inedible Combo
<b>Slaughter</b>	<b>2</b>	<b>Dump Paunch</b>
<b>Slaughter</b>	<b>2</b>	<b>Ground Keeper</b>
Slaughter	2	Hang Hide After Flesher
Slaughter	2	Hang Hide Before Flesher
<b>Slaughter</b>	<b>2</b>	<b>Hang Paunch</b>
<b>Slaughter</b>	<b>2</b>	<b>Low Necker</b>
Slaughter	2	Mark Round/Per Gutter
Slaughter	2	Mark/Clip Idle Bone
Slaughter	2	Mark/Saw Brisket
Slaughter	2	Operate Cryovac
Slaughter	2	Operate Tail Puller
Slaughter	2	Pre Gutter/Pull Bung
<b>Slaughter</b>	<b>2</b>	<b>Remove Lymph Nodes</b>
Slaughter	2	Rim Over Brisket
Slaughter	2	Rip Belly
<b>Slaughter</b>	<b>2</b>	<b>Round Runner</b>
<b>Slaughter</b>	<b>2</b>	<b>Saw Omasum</b>
<b>Slaughter</b>	<b>2</b>	<b>Separate Omasum</b>
<b>Slaughter</b>	<b>2</b>	<b>Stripper/Splitter Operator (Large I)</b>
<b>Slaughter</b>	<b>2</b>	<b>Stripper/Splitter Operator (Small I)</b>
Slaughter	2	Tank Puller
Slaughter	2	Tie Bung
Slaughter	2	Trim Jawbone
Slaughter	2	Trim Jawbone/Head
Slaughter	2	Trim Midline
Slaughter	2	Weasand Rodder
Slaughter	2	Whiz Contamination - Brisket
Slaughter	2	Wrap & Pack Tongue

<b>Slaughter Grade 03 Jobs</b>		
<b>Dept.</b>	<b>Grade</b>	<b>Title</b>
Slaughter	3	Cap Bung
Slaughter	3	Cheeker
Slaughter	3	Chisel Head
<b>Slaughter</b>	<b>3</b>	<b>Cut Off Brisket Fat/Aside Fat</b>
Slaughter	3	Down Puller
Slaughter	3	Drop and Hang Tongue
Slaughter	3	Forklift Hide Shipping
Slaughter	3	Forklift Hide Take Up
Slaughter	3	Forklift Inedible Co-Products
Slaughter	3	Forklift Variety Meats
Slaughter	3	Hang Head
Slaughter	3	Knife Room Straight

Slaughter	3	Mark Pattern From Cod Fat to Navel
Slaughter	3	Mark Pattern From Tail to Cod Fat
Slaughter	3	Operate Side Puller
<b>Slaughter</b>	<b>3</b>	<b>Pull Blanket Fat, Separate Stomach</b>
Slaughter	3	Remove Mud Balls (Winter Crew)
Slaughter	3	Remove Pizzle/Udder, Hock Hole
Slaughter	3	Rib Beef
Slaughter	3	Rumper
Slaughter	3	Saw Rib
Slaughter	3	Scan Box
<b>Slaughter</b>	<b>3</b>	<b>Separate Inside Round</b>
Slaughter	3	Sharpen Air Knives
Slaughter	3	Temple Head
Slaughter	3	Trim Contamination
Slaughter	3	Trim Contamination for USDA High
Slaughter	3	Trim Contamination for USDA Low
<b>Slaughter</b>	<b>3</b>	<b>Trim Contamination High (Winter Crew)</b>
Slaughter	3	Trim High
Slaughter	3	Trim Inside Cavity Low
Slaughter	3	Trim Outrail

<b>Slaughter Grade 04 Jobs</b>		
<b>Dept.</b>	<b>Grade</b>	<b>Title</b>
Slaughter	4	1 <sup>st</sup> Butter
Slaughter	4	2 <sup>nd</sup> Butter
<b>Slaughter</b>	<b>4</b>	<b>Drop Bung/Dejoint Tail</b>
Slaughter	4	Flanker
Slaughter	4	Hide Grader
Slaughter	4	Load Out
Slaughter	4	Low Backer
Slaughter	4	Operate Flesher/Trim Shank

<b>Slaughter Grade 05 Jobs</b>		
<b>Dept.</b>	<b>Grade</b>	<b>Title</b>
<b>Slaughter</b>	<b>5</b>	<b>1st Legger</b>
<b>Slaughter</b>	<b>5</b>	<b>2nd Legger</b>
Slaughter	5	Clean Up GEL Operator
Slaughter	5	Clean Up Inedible Operator
<b>Slaughter</b>	<b>5</b>	<b>Clear Gullet</b>
Slaughter	5	Condemn Cage/Open Paunch
Slaughter	5	Operate Blood Cooker
Slaughter	5	Operate Cooker
Slaughter	5	Operate Cooker/CIP
Slaughter	5	Operate Grinder

Slaughter	5	Operate Hammermill
Slaughter	5	Operate Mobile Track
<b>Slaughter</b>	<b>5</b>	<b>Remove Liver, Spread Viscera</b>
<b>Slaughter</b>	<b>5</b>	<b>Sticker (Open Hide)</b>
<b>Slaughter</b>	<b>5</b>	<b>Sticker (Stick Juglar)</b>
Slaughter	5	Wastewater Operator

<b>Slaughter Grade 06 Jobs</b>		
<b>Dept.</b>	<b>Grade</b>	<b>Title</b>
<b>Slaughter</b>	<b>6</b>	<b>Gutter</b>
Slaughter	6	Knocker
<b>Slaughter</b>	<b>6</b>	<b>Operate Split Saw</b>
<b>Slaughter</b>	<b>6</b>	<b>Shackler</b>

**APPENDIX "B"**  
**QUICK START**

**Section 1**

The parties have agreed to a rate progression acceleration program, hereafter referred to as "Quick Start," to waive the starting rate progression for new employees.

**Section 2**

An employee also shall become ineligible for Quick Start and therefore be paid under the regular progression where:

- A.) The employee is on restricted duty for a non-occupational illness or injury for a period exceeding thirty-two (32) days, in which case the employee loses Quick Start and group pay.
- B.) An employee who has a work-related injury or illness, reaches Maximum Medical Improvement and is placed on a lower paying job.

**APPENDIX "C"**  
**WELLNESS & PERSONAL DAYS**

**Section 1 Wellness Day**

Regular, full-time employees who report on time and who work all scheduled hours and days in a "quarterly attendance period" will be eligible for a "Wellness Day." Employees who successfully complete their probationary period having reported on time and who have worked all scheduled hours and days as defined below will participate retroactively. Only employees hired prior to April 12, 2010, will be eligible to participate in the Wellness Days outlined below.

Those employees who report on time and who work all scheduled hours and days in the defined quarterly attendance period will receive one (1) day of excused compensated time off. The employee will be paid eight (8) hours of straight time pay for the absence or may elect to receive the equivalent pay in lieu of time off.

The quarterly attendance periods will be:

April 1<sup>st</sup> – June 30<sup>th</sup>

July 1<sup>st</sup> – September 30<sup>th</sup>

October 1<sup>st</sup> – December 31<sup>st</sup>

January 1<sup>st</sup> – March 31<sup>st</sup>

The Program year will be from April 1 through March 31.

The first quarterly period will begin April 1, 2010. Any absence prior to ratification will not be used to disqualify employees from Wellness and Personal Days program during the first quarterly period. By the end of the first quarterly period, the Company will post the number of bank days, previously earned, for each eligible employee. Employees may carry the previously earned banked days until such time they are used or paid in lieu of time off. Employees may not carry future earned Wellness Days from one program year to the next. Any days earned in the previous program year and not taken or paid will be paid out by the end of the first month of the next program year.

The employee's immediate supervisor must approve scheduling of all Wellness Days or pay in lieu of time off. Scheduling of all paid absences must be requested in writing on a vacation request form and approved by the employee's immediate supervisor.

To be eligible for the Wellness Day, the regular, full-time employee must work all scheduled hours and days in the respective quarterly attendance period. However, employees will not be denied a Wellness Day for absences outlined in section 3 below. Employees on a leave of absence in excess of fourteen (14) days will not be eligible to earn Wellness Days in any quarterly eligibility period in which the leave of absence occurs.

## **Section 2**

**Prior to changing the attendance policy, the Company shall give the Union thirty (30) calendar days notice of its intent to change the policy. The Union may request a meeting to discuss such change. The Company and Union shall meet on a mutually agreed day and time (within the thirty (30) days) to discuss the policy. The purpose of this discussion is to evaluate the reason for the change, and the impact on employees, and determine what options, if any, may exist to resolve any disputes regarding the change.**

**It is understood that while the Company may change the policy, no change shall result in a policy with less than six (6) occurrences (“points”) to be used in a rolling six (6) months. However, an employee failing to report to work without prior notice, may be charged two (2) occurrences for failing to call in.**

**It is further understood that no points shall be charged for any absence which must be excused pursuant to applicable law or other terms of this Collective Bargaining Agreement.**

**At ratification of this Agreement, the Company will void all attendance occurrences issued more than ninety (90) days prior to the date of ratification, provided it will not reduce an employee’s attendance record to less than three (3) occurrences.**

## **Section 3.**

### **Excused Absences**

Employees will not be charged a Personal Day(s) for absences under the following circumstances.

- I. Any properly requested leave of absence as provided in the current Collective Bargaining Agreement, provided that it is in excess of two (2) working days.
- II. Absences for approved funeral leave.
- III. Absences for scheduled vacation time.
- IV. Absences covered under the provisions of the Family Medical Leave Act.
- V. Absences for Holidays recognized under the current collective bargaining agreement.
- VI. Absences for Union Business scheduled in accordance with this agreement.



**APPENDIX "D"  
LIFE INSURANCE**

Life Insurance	Basic Life	Basic AD&D	Supp Life	Supp AD&D	Depend Life	Spousal Depend Life	Children Depend Life	Dependent AD&D	Eligibility Wait
New	\$15,000	\$15,000	10k – 500k (increments of 10k) Guarantee Issue 100k	equals supp life election	N/A	10k to 100k (increments of 10k) Guarantee issue 50k	children 2,500; 5,000; 7,500; 10,000 (children under 6 mo 1,000)	Spouse Only 50% Child(ren) Only 15% up to 50% Full Family 40% spouse, 10% child up to 50% Percentages based on supplemental life enrollment amount maximum is 50% of supplemental amount	First of month following 6 months
Weekly contribution	Company Provided	Company Provided	Age Rated	.04 per 1,000 *	N/A	Age Rated	2,500 .09 ppp 5,000 .13 ppp 7,500 .17 ppp 10,000 .21 ppp *	.015 per 1,000 *	

\* All Rates Subject To change

4/9/2010

PPP – Per Pay Period

**LETTERS OF UNDERSTANDING  
JOINT - LABOR/MANAGEMENT COMMITTEE**

The Company and the Union, in order to improve communications and Labor Management Relations and to establish a Labor - Management Committee. Issues that will be discussed will include but not limited to multi-cultural workforce issues, worker's compensation, working environment, INS issues, childcare and crewing. The Union shall, upon request, have a UFCW International Industrial Engineer visit the plant and study jobs verify appropriate crewing standards. The Company shall provide the Union President or Packing House Director an updated crewing list upon the signing of a non-disclosure agreement.

**LETTERS OF UNDERSTANDING  
PROTECTION OF RIGHTS**

The Company shall promptly notify a steward and the union if the Department of Homeland Security searches and/or apprehends an employee while on Company property regarding an immigration related matter.

**LETTERS OF UNDERSTANDING  
EXCUSED ABSENCES**

Employees will be granted up to fourteen (14) days leave of absence without pay to attend Department of Homeland Security immigration proceedings, including meetings to update paperwork, which require their attendance. If a Department of Homeland Security proceeding is out of state, additional days of leave of absence will be granted. In addition, in order to assure compliance with federal regulations and to protect the best interest of both the Company and the affected employees, the Company will implement a process to remind employees of their obligations to maintain current work authorization documentation. This system will be directed at an employee whose current work authorization is set to expire in the near future and will include periodic reminders. While the Company will assist the employee, it remains the employee's sole responsibility to maintain current work authorization documents.

**LETTERS OF UNDERSTANDING  
LANGUAGE**

It is agreed that the collective bargaining agreement shall be printed in English, Spanish, Somali and Burmese. The Company and Union agree that the English version of this agreement shall be the controlling document for legal and administrative purposes. The Company agrees to equally split the cost for a qualified translator and pay proportionate printing fees of this agreement with the Union.

**LETTER OF UNDERSTANDING  
REFERENCE, ARTICLE 2 RECOGNITION**

It is understood that **notwithstanding the implementation of new technology in the knife room, that all knife room employees shall remain bargaining unit positions. The following employees as of July 7, 2021 shall own jobs in the knife room:**

- **Jose Alonso**
- **Ramiro Alvarez**
- **Maria Venegas**
- **Leticia Pedrego**

**In addition, the Company post an open position in the knife room for C Shift.**

**It is further understood that the following employees are presently working in the knife room as “over-crewed”:**

- **Oscar Castillo**
- **Christopher Cavaleri**

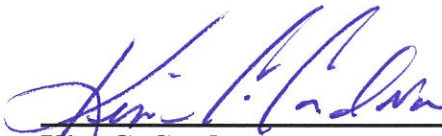
**Each of these employees, including job owners and “over-crewed,” shall be deemed qualified to perform all work in the knife room. The Company agrees to provide training from the new machine manufacturer to all of these employees.**

**As positions in the knife room become open through attrition, such positions shall be subject to the interest opening provisions set forth in Article 10, Section 15 of the Collective Bargaining Agreement. In addition, it is understood that future employees shall be required to qualify for the position.**

The exclusion from the bargaining unit of Scalars and Plant Computer Operators shall apply to the positions, which are excluded as of the date of ratification. Any Scaler or Plant Computer Operator positions which are added, will be discussed between the Company and Union. Inclusion or exclusion status will be determined on the basis of job content compared with existing positions.

**United Food and Commercial Workers,  
Local 7**

**Swift Beef Company**

  
\_\_\_\_\_  
**Kim C. Cordova**  
**UFCW Local 7 President**

  
\_\_\_\_\_  
**Matthew Lovell**  
**Swift Beef Company**

**LETTER OF UNDERSTANDING  
PREPROMOTION SUPERVISOR TRAINING PROGRAM**

November 10, 1997

**Swift Beef Company**, (hereinafter the Company) and United Food & Commercial Workers International Union Local 7 (hereinafter the Union) have agreed to the following regarding the ninety (90) day Pre-promotion Supervisor Training (hereinafter PST) program effective November 3, 1997, with regard to:

Article 4 Management Rights

Section 1

Employees in the PST and lead persons will not supervise or administer discipline to any other employee while in this program. Management support will not administer discipline.

Section 2

Employees in the PST will be subject to the same restrictions as supervisors for performing bargaining unit work.

Article 5 Check off / Union Security

Employees in the PST will continue to have Union dues deducted from payroll and advanced to the Union, until such time as they receive their anticipated promotion to the supervisor position which is outside the bargaining unit; at that time, the employee is advised to apply for a Union withdrawal card.

Article 9 Seniority

Section 4 Loss of Seniority

Part F

The employee will be considered to have left the bargaining on the first day they are promoted to the anticipated position as a supervisor and will lose all bargaining unit seniority rights after seventy-five (75) days from the date of promotion.

Article 10 Job Bidding

Section 1

A vacancy will occur when an employee leaves their position to accept assignment in the PST, and the vacancy will be posted for bid.

## Section 8

Employees who do not complete the PST Program or are not promoted to supervisory positions as anticipated may return to their previous job as their seniority permits.

The Company or Union may terminate this agreement with a thirty (30) day written notice.



**LETTER OF UNDERSTANDING  
DUES CHECKOFF**

This Letter of Understanding is entered into by and between **Swift Beef Company** for its Greeley, Colorado facility and United Food and Commercial Workers International Union, AFL-CIO, CLC, Local 7.

During negotiations of the current collective bargaining agreement, it was recognized that electronic processing of Union Dues Check-Off would be a more accurate cost effective and a more timely manner of processing the check-off report. The Company agrees to provide the means to achieve this goal as soon as practical.

## **LETTER OF UNDERSTANDING ABEYANCE OF WARNINGS**

February 10, 2010

This letter is to confirm conversations regarding the going forward process to handle grievances written in response to Verbal Warnings and Written Warnings. The process will be as follows:

1. If the employee elects to grieve a verbal or written warning they must do so in the steps and timeframes outlined in the Collective Bargaining Agreement.
2. These grievances will be discussed at the steps of the grievance process prior to Arbitration.
3. If no resolution is reached prior to the arbitration step of the process, the Union may notify the Company that it intends to hold the grievance in abeyance subject to any further progressive disciplinary action being taken based on the abeyance warning.
4. If further progressive disciplinary action is taken, which in whole or in part is based on the abeyance warning(s) which have been issued in the last twelve (12) months, the Union may challenge the abeyance warning(s) as well as the most recently issued discipline. The Union must expressly state its intentions to challenge the previous abeyance warning(s) during the grievance process of the subsequent progressive discipline.
5. The Union may request, by written notification, the Company physically remove disciplinary warnings that were held in abeyance and no further progressive discipline was registered against that are twelve (12) months from their issue date and the Company will physically remove if so notified. If the Union elects such act, all grievances associated with the discipline will be withdrawn by the Union.
6. As this is a new process for the Company and the Union at this location, either party reserves the right to cancel this process and return to the timelines set forth in the Collective Bargaining Agreement. Any cancellation will be provided in writing with a thirty (30) day notice.

## **LETTER OF UNDERSTANDING CONSTRUCTION PROJECT**

This Letter of Understanding is entered into by and between **Swift Beef Company** for its Greeley, Colorado facility and United Food and Commercial Workers International Union, Local Union 7, is incorporated and made part of the agreement dated April 11, 2010.

In the negotiations that led to this Agreement, the parties reached an understanding that if the Company endeavored to complete a significant construction project that would prohibit the Company from operating for a period of time, the Company and Union will meet to discuss the implications of the project on the provisions of the Agreement.

A significant construction project may include, but not be limited to, a redesign of the kill or fabrication floor, construction of a new kill or fabrication floor, or other significant project that would change the operations.

The provisions to be reviewed and discussed include, but are not limited to:

- Article 7 – Guarantee
- Article 10 – Job Bidding
- Article 11 – Layoff/Job Elimination
- Article 22 – Wage Rate Classification
- Article 33 – Various Provisions

## LETTER OF UNDERSTANDING

This Letter of Understanding is entered into by and between **Swift Beef Company** for its Greeley, Colorado facility and United Food and Commercial Workers International Union, Local Union 7R, and is incorporated and made part of the agreement dated April 11, 2010.

During the negotiations that led to this Agreement, the parties identified the following employees who have been "red circled". These employees will maintain their current amount over the base rate of pay and participate in contractual increases until such time as one of the following occurs.

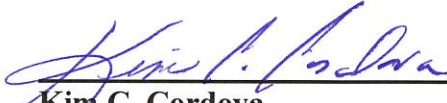
1. Termination of employment; or
2. They successfully bid another position; or
3. An employee is physically unable to perform the essential functions of the job they were red circled at;

Red Circled Employees:

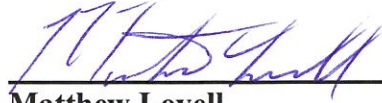
Ramiro Alvarez  
Manuel Silva-Tomayo  
Manuel Bautista  
**Eustaquio Gallegos**  
**Nemesio Castorena**  
**Rodolfo Villafana**  
**Maria Gomez**  
**Luz Elena Leiba**  
**Biak Khun**  
**Elio Villabos**  
**Alfredo Granillo**  
**Omar Carreon**  
**Juan Pascual**  
**Sergio Guzman**  
**Amalio Garcia**  
**Guadalupe Espino**  
**Juan Pineda**  
**Abdirizak Jama**  
**Mohamed Idris**  
**Ahmed Aden**  
**Sadaq Weyz**  
**Getachew Jemary**  
**Felix Vazquez III**  
**Ernestina Rivera**  
**Emerita Garcia Segundo**

**United Food and Commercial Workers,  
Local 7**

**Swift Beef Company**



**Kim C. Cordova  
UFCW Local 7 President**



**Matthew Lovell  
Swift Beef Company**

**LETTER OF UNDERSTANDING  
PPE SETTLEMENT**

This Letter of Understanding is entered into by and between **Swift Beef Company** for its Greeley, Colorado facility and United Food and Commercial Workers International Union, Local Union 7R, and is incorporated and made part of the agreement dated July 22, 2014.

This letter hereby incorporates by reference “Settlement Agreement and Agreement to Amend Applicable Bargaining Agreement (also referred to as the “Greeley Donning and Doffing Settlement,” “Personal Protective Equipment Settlement,” “PPE Settlement.”) entered into between United Food and Commercial Workers, Local No. 7 and **Swift Beef Company**. The parties hereby acknowledge that they have knowledge of and assent to the terms of said “Settlement Agreement and Agreement to Amend Applicable Bargaining Agreement.”

**LETTER OF UNDERSTANDING  
WARN ACT**

The Company will provide the Union notice of plant closure or mass layoff as required by the Worker Adjustment and Retraining Notification (WARN) Act. The Company and Union shall meet to discuss the effects of any such closure and/or shift elimination.

Unemployment Compensation

The Company will provide information to the appropriate government agencies indicating affected employees were laid off due to the plant closure or layoff.

Final Paycheck

The Company will pay employees any previously earned, but unused, vacation days, previously earned wellness days and final pay for hours worked in the employee's final paycheck.

Transition Assistance

The Company will seek assistance from Weld County to provide employees with assistance in resume writing and job fairs.

If individually requested, the Company will provide the affected employees with a letter stating the employee left employment because of plant closure or layoff.

## LETTER OF UNDERSTANDING SHAGGING OPERATIONS

This Agreement has been made and entered into by **Swift Beef Company** for its Greeley, Colorado beef processing facility (hereinafter the Company) and the United Food and Commercial Workers International Union, Local 7R (hereinafter the Union).

In the event the Company chooses to subcontract the Shag Driving Operation, the following will occur:

Employees that are not hired by the contractor will be given a list of open positions that they can pick from based on seniority.

Employees displaced from the Shagging Operations will have the first opportunity at open positions in the Shipping Department or Forklift Operator positions by seniority.

Should a displaced employee desire to remain in the Shipping Department, the Company will ensure that they are retained in the Shipping Department.

Should the Company return Shagging Operations in house, the current bargaining unit positions will be returned to the bargaining unit and the previous Shagging Operation employees, if still employed by the Company, will be given first opportunity to have the positions based on seniority. The Company retains the right to subcontract these positions in the future. The Company will meet with the Union prior to subcontracting these services in the future and discuss other alternatives the Union may want the Company to consider.

Affected employees will be "red-circled" at Grade 7 at the time the work is subcontracted. Employees will remain red-circled for the life of the Collective Bargaining Agreement until such time as one of the following occurs:

1. Termination of Employment; or
2. They successfully bid another position.



**LETTER OF UNDERSTANDING  
EMERGENCY SITUATIONS**

The Company will maintain procedures that workers should follow to protect themselves and co-workers during dangerous emergencies. These procedures will address key emergencies such as evacuations, sheltering in place, acts of violence and other similar situations. As part of these procedures, the Company will encourage workers, vendors, and others to report any concerns that may affect the employees or the facility to a manager or security guard. The Company specifically agrees to prepare and maintain an evacuation plan for the Greeley facility.

Starting within six (6) months of ratification, and in cooperation with the Union, the Company will, at least annually, train all workers on the dangerous emergency procedures, including how to recognize a potentially dangerous emergency and what to do, as well as the evacuation plan for the Greeley facility.

New hires will undergo this training within the first thirty (30) days of employment.

The Company will pay workers for all time they are in Company training.

The Company agrees to promptly notify the Union and provide relevant information about dangerous emergencies if they occur.

The Company agrees to meet with the Union and discuss how to best support team members in the event of a dangerous emergency.

United Food and Commercial Workers,  
Local 7

Swift Beef Company



Kim C. Cordova  
UFCW Local 7 President



Matthew Lovell  
Swift Beef Company

## **LETTER OF UNDERSTANDING JOB BIDDING**

The parties have had numerous discussions regarding job bidding and the job bidding process. It is clear to both parties that the current job bidding process and the tracking of job ownership is inaccurate and ineffective. In an effort to remedy this situation and to help ensure a more effective job bidding process, the parties agree to the following:

- Employees who are on the bid aging report or list of “waiting list positions” (base book) shall be moved to their bidded position or identified base rate job as outlined in Article 10 of this Agreement within ninety (90) days of ratification. Employees on the “waiting list positions” (base book) will only be moved as outlined in this Letter if the position they have requested is currently open and available. If the requested position is not open, they shall remain listed on the “waiting list positions” (base book) and be offered the requested position as outlined in Article 10 when it becomes available. All open bid jobs shall be awarded, and employees moved to their awarded bid job as outlined in Article 10 within ninety (90) calendar days of ratification. In the event an employee is moved to their awarded position and is in the process of qualifying on the job and such qualification period exceeds the ninety (90) calendar days to move employees, the Company shall be considered to have fulfilled its obligation, even if such employee is disqualified after the ninety (90) calendar days.
- Effective on the first Monday following ninety (90) calendar days following ratification of this Agreement, and subject to completion of the above bullet, all employees who have been assigned to a job for at least one hundred twenty (120) calendar days shall be considered job owners, or assigned to that position in the case of non-bid jobs. Any employee so assigned may exercise his or her ability to bid on open jobs under the process and with all of the rights and restrictions as outlined in Article 10. If an employee objects to the assignment, they shall remain on such job on an “over-crewed” status until they are able to successfully bid another job. The parties shall meet to discuss whether the position the employee is placed in as an “over-crewed” position should be bid based on the crewing needs of that department.
- A representative from the Union and representatives from the Company shall meet at least weekly to review the positions vacated from the prior week, the position awarded from the prior week, the needed crewing for a vacated position, the positions temporarily vacated by employees on leave, and the positions temporarily vacated due to medical restrictions. The purpose of this meeting shall be to ensure transparency in the job bidding process, identify where the process can be improved or fixed, and ensure alignment between the Company and the Union regarding bid jobs. The frequency of this meeting may be changed by mutual agreement.
- The Company will provide the Union all documents necessary and relevant for the parties to remedy this situation, including but not

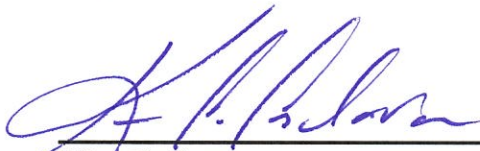
limited to the bid aging report, open bid report, base book, and permanent restriction report.

- It is understood and agreed that notwithstanding Article 10, Section 1 of the Collective Bargaining Agreement, the following jobs, so long as they remain at Grade 1 and below, shall be treated as Base Jobs solely for purposes of job bidding:
  - Bag Center Cut Back Ribs (Fab)
  - Bag Chuck Roast (Fab)
  - Check For Spinal Cord (Fab)
  - Pop Feather Bones (Fab)
  - Save Shank Meat (Fab)
  - Save Tendons (Fab)
  - Shackle Chuck (Fab)
  - Transfer Leaker (Fab)
  - Combo Pet Food (Slaughter)
  - Dehorn/Cut Off Carcass Ears (Slaughter)
  - Drive Cattle Inside (Slaughter)
  - Drive Cattle Outside (Slaughter)
  - Ground Keeper (Slaughter)
  - Save Tendon (Slaughter)

These jobs shall be deemed eligible for a waiting list as provided in Article 10, Section 12 of the Collective Bargaining Agreement. It is understood and agreed that these jobs shall become subject to this provision by attrition, and that current job owners of these jobs as of the date of ratification of this Agreement shall remain in their jobs until such time as they bid to another position, become medically unable to perform the core functions of their job, or are separated from the Company.

United Food and Commercial Workers,  
Local 7

Swift Beef Company



Kim C. Cordova  
UFCW Local 7 President



Matthew Lovell  
Swift Beef Company

**LETTER OF UNDERSTANDING  
JLM**

**The Union and the Company will establish a joint labor management committee to discuss methods for modernizing the chain speed controls and procedures associated therewith.**

**United Food and Commercial Workers,  
Local 7**



**Kim C. Cordova  
UFCW Local 7 President**

**Swift Beef Company**



**Matthew Lovell  
Swift Beef Company**

**LETTER OF UNDERSTANDING  
UTILITY FAB CREW**

**During the term of this Agreement, should the Company maintain the position of "Utility Fab Crew" it shall be a bargaining unit position.**

**An employee wishing to be considered for a Utility Fab Crew position must be able to perform the following positions to the expectations set by the Company:**

- **Bone Tenderloins**
- **Pull Clods**
- **Bone Ribs**
- **Bone Chucks**

**Additionally, employees must:**

- **Be willing to help out on any job in the plant**
- **Be in good standing regarding key Company policies (safety, food safety, and attendance)**

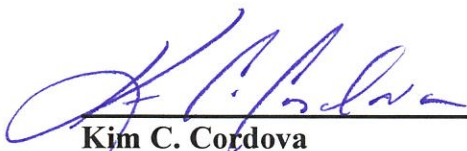
**It is understood that Utility Fab Crew employees may be moved in accordance with operational need.**

**In the event that a Utility Fab Crew position becomes available it shall be filled through the Interest Posting process outlined in Article 10 of this Agreement. However, the senior employees to be in the interview group as outlined in Article 10, shall be the most senior employees able to meet the criteria outlined above.**

**Nothing in this Letter of Understanding limits or inhibits the Company's right to determine staffing levels, create or eliminate positions, or any other management right.**

**United Food and Commercial Workers,  
Local 7**

**Swift Beef Company**



**Kim C. Cordova  
UFCW Local 7 President**



**Matthew Lovell  
Swift Beef Company**



**LETTER OF UNDERSTANDING  
BARGAINING NOTES**

This Letter of Understanding has been made and entered into by Swift Beef Company for its Greeley, Colorado beef processing facility (hereinafter the Company) and the United Food and Commercial Workers International Union, Local 7R (hereinafter the Union).

During the negotiations that led to the current collective bargaining agreement, the parties had significant discussions regarding the intent of specific pieces of language in the current agreement.

In an effort to limit debate regarding the intent of certain language, the parties agreed to various bargaining notes.

These notes are intended to provide needed clarity in future conversations, hearings, grievances, arbitrations, and negotiations.

The bargaining notes are as follows:

- **Article 3, Safety, Section 7:**  
The Company understands it must comply with applicable laws and regulations concerning the PIT training program.
  
- **Article 6, Hours of Work, Section 8:**  
For purposes of this provision, it is understood that the scheduling of vacation must be approved by management.
  
- **Article 10, Job Bidding, Section 2:**  
It is understood and agreed that for purposes of job bidding, all plant-wide seniority, regardless of department or division, shall be utilized.
  
- **Article 10, Job Bidding, Section 15:**  
The parties agree that for purposes of interpreting the Collective Bargaining Agreement, as applicable to the Classroom Trainers employed with the Company as of the date of ratification:  
  
Seniority shall be determined utilizing the continuous length of employment with the Company.
  
- **Article 15, Clothes/Equipment Furnished by the Company, Section 2:**  
It is understood that for purposes of this provision, lower trim means all trim department employees who are not actively working on the main fabrication level of the plant. Further, it is understood that for purposes of this provision, “freezer jackets” means jackets that are rated for temperatures negative twenty (-20) degrees Fahrenheit or colder.
  
- **Article 26, Vacations, Section 4:**  
It is understood that for employees who are on a leave of absence during the vacation scheduling period, such employees shall have three (3) weeks

following their return to work to schedule their vacation before the Company applies this provision.

- **Article 31, Medical, Vision, Dental, and Disability, Section 3:**  
It is understood that the Company may add, modify, delete, or amend the above-listed benefit initiatives for the Company Standard and PPO Plans, except with respect to Prescription Drug Plans, which may be added, modified, deleted, or amended for the Company Standard Plan only.
- **Article 31, Medical, Vision, Dental, and Disability, Section 6:**  
It is understood that the termination of the current CDHP Plan and implementation of the Company Standard Plan will not be effective until January 1, 2022.
- **Article 33, Various Provisions, Section 2, D.):**  
Employees may request the pay stub in advance, and receive the pay stub the following week.
- **Appendix A (Wages):**  
It is understood that for purposes of this provision, a meeting must be a telephone call, video conference, or live in-person meeting between the Company and the Union President or her designee. The Union will make itself available for such a meeting within two (2) weeks of the Company's request for such a meeting.
- **Letter of Understanding, JLM:**  
It is understood that by not making any changes to the current language, the parties are agreeing to continue their current operating practices concerning chain speed controls.

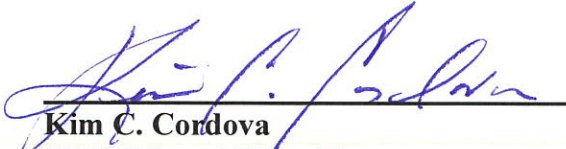
It is clearly understood that the above bargaining notes may be presented as evidence in any grievance, hearing, or arbitration.

Nothing in this letter is intended to modify, alter, change, eliminate, or otherwise modify either parties' rights as outlined in the current collective bargaining agreement, unless specifically stated otherwise.

This letter of understanding is made without precedent in all cases.

Agreed to by:

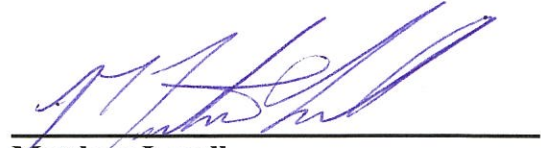
**United Food and Commercial Workers,  
Local 7**



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**Kim C. Cordova**  
**UFCW Local 7 President**

**Swift Beef Company**



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**Matthew Lovell**  
**Swift Beef Company**



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