

**Contract Negotiations between Swift Pork Company for its Worthington, Minnesota
Pork facility and the United Food and Commercial Workers Union, Local 663.**

**Company
Full Proposal**

May 8, 2025

This Full Proposal must be accepted in its entirety and not in piecemeal fashion and with the full recommendation of the committee. All agreements are tentative until a full agreement is reached by the parties. This full proposal incorporates by reference all previously agreed to tentative agreements. The Company reserves the right to add to, delete, or otherwise amend these proposals at any time during the negotiation process. If a specific Article or Section is not addressed the Company is proposing no change in the current language.

Article 9 – Meal Periods and Relief Periods – Section 4 – change to read:

(a) Employees will be permitted one, fifteen (15) minute relief period during the period between their starting time and the first meal period. In addition, employees required to work more than eight (8) hours and twenty- five (25) minutes in a work day will be given an additional ~~twelve (12)~~ **fifteen (15)** minute relief period.

Article 11 – Equipment/Safety Devices Furnished by the Company – Section 1 – change to read:

The Company will furnish all **required necessary tools and equipment, including:** knives, steels and gloves **(does not include maintenance hand tools). to employees for the safe and efficient ability to accomplish the duties of their jobs** where the Company determines they are necessary. The Company will furnish newly hired employees who would need gloves, excluding casual crew employees, two (2) pairs of gloves, thereafter, employees must turn in used gloves before the Company will give them additional gloves.

NOT TO BE INCLUDED IN THE AGREEMENT

The Company and the Union agree to meet within six (6) months of the ratification of this Agreement to evaluate and discuss safety equipment and possible modification to the same.

Intent: The change is not intended to modify the tools currently being provided to maintenance personnel.

Article 12 – Laundry – Add New Second Paragraph – to read:

In the event that an employee's uniform was turned into laundry and subsequently lost the Company shall investigate such concerns and shall work with employees regarding replacement uniforms.

Letter of Understanding. 18 – Delete in its Entirety:

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

Letter of Understanding. 19 – Delete in its Entirety:

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

New Letter of Understanding – Casings, to read:

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

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

New Letter of Understanding – Distribution Center Parking, to read:

The Company agrees to allow employees assigned to work in the Distribution Center the ability to park in designated spaces associated with the Distribution Center facility on a temporary/trial basis. In the event that this arrangement becomes problematic, in the sole discretion of the Company, employees may be required to park in the main parking area.

The Company shall evaluate the establishment of an additional parking lot near the distribution center.

Nothing in this letter prohibits or limits the Company's ability to determine parking locations of employees or facility access controls.

New Letter of Understanding – Line Speed (modified 05/08/2025), to read:
Within six (6) months of the ratification of this Agreement, the Company and Union agree to provide joint training to designated Union Stewards and Union Representatives regarding how to time the chain.

This training shall be jointly conducted by an industrial engineer from the Company and one from the UFCW International office.

The training shall be scheduled and conducted on the clock and may be done in more than one session.

Such designated number of Union Stewards and Representatives shall not exceed the number of individuals typically designated in these roles during the life of the prior collective bargaining agreement.

The parties agree to conduct this training one (1) time per year for newly appointed Union Stewards and Union Representatives.

New Letter of Understanding (modified 05/08) – Joint Labor/Management Committee, to read:

A joint labor/management committee shall be established for the purpose of discussing and attempting to resolve work-related issues. The scheduling of such meetings is the responsibility of the Union by writing the Company a letter setting forth suggested dates covering at least two weeks. The Company will make a reasonable effort to pick one of the suggested dates. The committee will meet no more than every three months unless mutually agreed and shall consist of five (5) representatives designated by the Company and five (5) designated by the Union, or unless mutually agreed to in writing. Such meetings will not last no more than one (1) hour, or unless mutually agreed to in writing. The implementation of any recommendation shall be solely at the discretion of the Company. If the Union disagrees with the Company's decision on an issue that is subject to the grievance procedure, the Union may process the issue through the grievance process. Time spent during this meeting shall be considered working time and paid as such. At least one week before the meeting is held, the Union will provide the Company with an agenda setting forth the specific work-related issues to be discussed. Only the issues set forth on the agenda will be discussed.

Key topics to be discussed include without limitation:

- **Clocks**
- **Absenteeism and attendance policy**
- **Employee treatment**
- **Safety equipment and hazards**
- **Working conditions**

New Letter of Understanding Not Printed in the Agreement (added 05/08) – Attendance, to read:

The parties have had significant discussion regarding the Company's attendance policy, state mandated sick time, and other forms of state mandated paid leave. The parties agree that the attendance policy is a significant concern to workers and how it impacts their ability to take time off for personal reasons and that the Company has a valid need to expect regular attendance of the workforce on a day-to-day basis.

In an effort to ensure the Company's policy is reasonable the parties agree to share and review attendance information on a mutually agreed to frequency to ensure that the Company's policy is applied equally and being enforced in a reasonable manner.

During the term of this agreement, the Company further agrees to listen to and in good faith evaluate recommended modifications to the attendance policy in an effort to address employees' concerns.

Job Upgrade

Job	Cum	Ne
Cut floor - Forklift	1	2
Push hogs	1	2
Janitor-Forklift	1	2
Shackle & Pick up Hogs	3	4

Union to sign and make part of this Agreement the National Settlement with the following modification:

Employees in a bargaining unit position at the time of ratification shall have a one-time option to continue with the previous 401K contribution system or to participate in and receive contributions under the Variable Annuity Pension Plan. If no election is made within thirty (30) days of ratification, they will be moved into the Variable Annuity Pension Plan. Under no circumstance shall these or any other employee receive 401K contributions or match and pension contributions.

For Committee Reference

*For reference purposes only. Calculations are based on 2080 hours worked.

Category	Yearly Value	Worth in Wages per Hour
3 Minutes Added Break	\$ 1,269,000	\$ 0.31
Wage Increase Year 1	\$ 2,700,000	\$ 0.60
Pension Year 1	\$ 416,000	\$ 0.10
Ratification Bonus	\$ 1,500,000	\$ 0.36
Worthington Year 1	\$ 5,885,000	\$ 1.37
Average Other Settlement	\$ 4,616,000	\$ 1.03