

**UFCW Local 663 and Quality Pork Processors (QPP) in Austin, MN
2025 Successor CBA - Non Economic Union Proposals and Discussion
& Union Response to Company Proposals
UNION 3 - June 4, 2025 - 3:30PM**

1. LINE SPEED

- A. All union designated stewards, Chief Stewards and Union representatives will have access to all areas of the plant during working hours to monitor and enforce safe line speed and crewing.
- B. All stewards designated by the Union will be provided paid time off for training and capacitated to resolve issues directly with management in real time. Such paid time off for training will occur annually, starting within 6 months of ratification. Training shall be conducted jointly by the Union and company and offered in languages workers understand.
- C. UNION WITHDRAWS 6/4/25, awaiting follow up from company re: examples union committee brought up (e.g. cryovac, belly, ham tower, picnic skinner, butt, align front foot) All lines will have belts with spacing clearly marked and counters added. [For context: workers report meat piling up, markings so there is adequate spacing between pieces
- D. The company will post line speed standards in accessible locations for members to view and monitor. 6/4/25 Company agreed in concept and will provide language for hot side, Union proposal - practically this means for counter to be added above the time clock that shows line speed on upper cut floor
- E. UNION WITHDRAWS 6/4/25 The company will notify the Union before implementing any changes to line speed or crewing.

Discussion and information from the company needed:

- Review “Enhanced Worker Safety Program” document together

2. EQUIPMENT, TOOLS AND PPE

- A. EDIT Article 14(b) The Company will have tough toe shoes/boots (or something similar) available at the plant for maintenance employees' use. The Company will provide maintenance and fork truck (e.g. this includes work saver drivers) employees with safety boots on an as-needed basis, or a \$180.00 boot allowance on an as-needed basis, but not more frequently than once a year or case-by-case. The company will furnish yellow boots (or something similar) to employees in livestock drive alleys, series pens 1, 2, 3, and the trolley room. 6/4/25 Company agreed to provide yellow boots (or something similar) to fork truck, Union awaiting Company redline - is Company open to providing option for an allowance?
- B. NEW Article 14(d) The company shall provide mechanics a tool allowance. [Union open to discussion on amount and frequency.]

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- C. NEW Article 14(e) If employee's prescription eyeglasses are damaged at work, the company will reimburse for any damage to lenses and frames.

Discussion and information from the company needed:

- New hires are being charged for boots, even if they are reimbursed it is in violation of CBA. Remedy: ensure all impacted employees are made whole and cease practice of charging new hires. Should we file class action grievance or will the company commit to making employees whole and following the CBA moving forward? Union waiting for info from company - asked for list of all names and dates of workers charged and reimbursed

3. MEDICAL / NURSE STATION

- A. NEW Article: Health and Safety

- a. Medical / Nurse Station - The company will ensure the medical / nursing station is adequately staffed for all hours in which production is taking place and will provide third party translation (e.g. not HR staff) for employees who request translation assistance.
- b. All training shall be provided in languages workers understand.
 - Workers report that trainings are provide in Eng / Span, but not Karen, Karenni, French or other more common worker languages
- c. Aspirin and ibuprofen will be available and provided to employees at the plant.

- B. EDIT Article 16 to add: All stewards designated by the Union shall receive first responder, OSHA 10 and Ergonomics training annually on paid time. Such training will be conducted jointly by the Union and company and offered in languages workers understand.

- Only Claudia of the 15 people in the room have ever received these trainings, but that was 7 years ago
- How are safety and ergonomics committee members chosen?

- C. EDIT Article 31: Long Term Disability. For the term of the Contract, Long Term Disability coverage will be offered by the Company. ~~for existing employees at 50% of covered payroll effective on the 91st calendar day for up to 10 years' coverage. Existing employees on the date of ratification~~ The company will pay for the coverage and employees will pay the taxes associated with this coverage. ~~Employees hired after ratification will be eligible for this benefit upon hire only and must pay the premium and taxes associated with long term disability coverage.~~

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- We would like a clear process to explain to members - Please provide the written policy and instructions to workers in case they are hurt on the job or need to go to medical / nurse station. Union waiting for info from company - asked for posters used in plant

4. BREAKS AND CAFETERIAS

- A. Increase rest periods to 20 min (from 15 min) and meal periods to 35 min (from 30 min)
- B. Employees will be completely relieved of all work duties and free to attend personal needs for all rest and meal periods.

Discussion and information from the company needed:

- Microwaves do not all work - timelines for fixing and adding more?
- Timeline for more seating for workers in the cafeteria - company said will adjust break times, looking specifically at rib cryovac and multivac, workers say should also look at upper conversion - but main line has so many people that more space is needed

5. SCHEDULING TIME OFF & ATTENDANCE

- A. EDIT Article 19 Section 5. Layoff. An employee ~~eligible for vacation~~ who is laid off because of reduction in his gang shall be allowed ~~prorated~~ pay for the vacation ~~equivalent accrued for which he has qualified~~.
- B. EDIT Article 19 Section 6. Termination or Death. An employee eligible for vacation whose employment is terminated for any reason except theft, shall be allowed ~~prorated~~ pay for the vacation ~~equivalent accrued for which he had become eligible~~. In the case of death, such pay shall be paid to his estate or the person legally entitled.

Discussion and information from the company needed:

- We would like a clear process to explain to members - how do workers ask and get permission for medical and other appointments without having to triage between their supervisor, HR and medical? Is there something written we can direct members to follow?
- MN ESST
 - What are the details of Company 11 proposal?
 - Workers report they receive a point even when they present a doctor's note - how would you like to address to meet MN ESST?

6. BATHROOM BREAKS

- Workers reporting cleanliness and odor issues - better but kill side still a problem

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- Stalls do not close and lock - kill side
- Hand wash stations - cut side - what is the timeline for fixing?
- Cannot find a supervisor to tell to use the bathroom during non-break times - main cut line is most problematic because cannot leave your spot, so waiting a long time before the supervisor comes close enough for worker to notify

7. RESPECT

- Workers report yelling, mistreatment and inappropriate interactions from supervisors. What is the company process for addressing?
 - When chief stewards bring up issues re: specific supervisory staff - would like a report back that the issue / supervisor has been addressed.
- Names of management / supervisory team we hear about most frequently:
 - [REDACTED]
 - QC [REDACTED] repeated surveillance of workers
 - [REDACTED] - supervisor pork pack: physically blocks exit / stairway from workers leaving for break
 - [REDACTED] - cut supervisor
 - [REDACTED] - pork pack supervisor: yelled at worker - Claudia and Matt already brought up to Claude
 - [REDACTED] - general supervisor
 - [REDACTED] - supervisor cut side
 - [REDACTED] - Cut side superintendent
 - [REDACTED] - cut supervisor 2nd shift

UNION RESPONSE TO COMPANY PROPOSALS

1. Article 6: Union Security-Checkoff

Add to subpart (b)(4) that catch-up deductions will be made for up to three months.

Union will have counter proposal - need to check with Membership department

2. Article 8: Hours of Work

Daily and Weekly Overtime, subparts (b) and (c):

Add the following to subpart (b): “In order to qualify for such premium rate, the employee must have worked their entire scheduled and assigned weekly schedule and must be working consecutive days, unless otherwise prohibited by law.”

Add the following to subpart (c): “In order to qualify for such premium rate, the employee must have worked their entire scheduled and assigned weekly schedule and

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have also worked the Saturday of that week, where work is available, unless otherwise prohibited by law.”

Union rejects - considers this a takeaway

3. Article 12: Wages

Open.

Union will have proposal when we discuss economics

4. Article 17: Seniority

Section 5, subpart (f): Delete "six (6) continuous months" and replace with "three (3) consecutive months".

Union rejects - considers this a takeaway

5. Article 17: Seniority

Strike subpart 3(a).

Union rejects - considers this a takeaway

6. Article 20: Holidays

Section A: Add the following language: "Notwithstanding any language contained in Article VIII or any other provision of this Agreement, if a holiday falls on a Tuesday, the Company has the option of not operating on the Monday proceeding the holiday, reducing the 36 hour guarantee by one (1) day for that week."

Company intent for proposal is to address Christmas Eve falling on a Monday - Union proposes edit of Article 21: Christmas Eve

On the day of Christmas Eve, the Company shall not schedule more than five and one-half hours in any production department. Consistent with the 36-Hour guarantee provision, the guarantee will be reduced by two and one-half hours for Christmas Eve.

Add: **If Christmas Eve falls on a Monday, the Company shall be allowed to close the plant to provide employees with a 4 day weekend.**

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7. Article 28: Medical Leave

Modify to incorporate compliance with Minnesota Paid Family and Medical Leave with details of contributions and interaction of such leave with short-term disability to be discussed as part of economics.

Union open to discussion, need details of Company proposal

8. COMPANY WITHDRAWS 6/4/2025 Article 35: Grievance and Arbitration Procedure

Selection of Arbitrator. Delete the last clause of the first sentence that reads ", from which the parties shall each strike three (3) names alternatively which shall begin with a coin toss to determine who shall strike first." Add a new second sentence to read as follows: ". The Union and the Company shall make the selection after receipt of the panel, either by agreement or by striking names, with the Union striking the first three (3) names first, followed by the Company striking three (3) names."

Union rejects, no issues with current practice

9. Article 39: Term of Agreement

Open.

Union open to discussion, based on total agreement

10. Add Article: Bulletin Boards.

“The Employer agrees to provide a designated space in which the Union may place a bulletin board for the posting of Union communications, provided such information is not disruptive to operations and management receives a copy of any material prior to posting.”

Union not interested in limiting workers rights under the NLRA, this is already current practice, Union already has bulletin boards in the plant

11. Article 19. Vacations & New Article: Sick & Safe Time. Add Article to expressly address MN ESST terms and modify Article 19 vacation schedule in light of the addition of this specific sick and safe time benefit.

Union open to discussion, need details of Company proposal

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