Company Response to Union Non-Economic Proposals

(new content following 6/24/2025 session highlighted in yellow)

• Union Proposal 1(A). Withdrawn by Union on 6/24/2025

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.

• Union Proposal 1(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.

Company Response (6/25/2025): Reject.

The proposal is unnecessary because:

- The existing <u>Enhanced Worker Safety Program</u> already details the expectations and obligations for training.
- This includes new worker training, new task training, and annual training for every employee in a language the worker can understand.
- Consistent with the parties' shared goal of ensuring that employees receive training in a language they understand, the Company wants to discuss the concept of a pilot program for focused training groups modeled on the effective Hearing Test approach, which is also similar to the United Way approach.

• Union Proposal 1(C). Withdrawn by Union on 6/4/2025.

All lines will have belts with spacing clearly marked and counters added.

• Union Proposal 1(D).

The company will post line speed standards in accessible locations for members to view and monitor.

Company Response (6/25/2025): For both the hot side and the cold side, the Company will post gang time, average chain speed, and number of pigs processed.

• Union Proposal 1(D). Withdrawn by Union on 6/4/2025.

The company will notify the Union before implementing any changes to line speed or crewing.

Union Proposal 2(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.

Company Response (6/24/2025): The Company agrees to modify the last paragraph of Article 14(b) of the contract to state as follows:

The Company will have tough toe shoes/boots (or something similar) available at the plant for maintenance employees' use. The Company will provide maintenance 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 and fork truck/work saver.

• Union Proposal 2(B).

NEW Article 14(d) The company shall provide mechanics a tool allowance.

Company Response (6/24/2025): Move to economics.

• Union Proposal 2(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.

Company Response (6/24/2025): Move to economics.

• Union Proposal 3(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.
- c. Aspirin and ibuprofen will be available and provided to employees at the plant.

Company Response (6/25/2025): The Company is willing to agree to a modified version of the Union's proposal as follows:

The Company will continue to provide a medical / nursing station and ensure it is adequately staffed (in the Company's good faith judgment) for all hours in which production is taking place. Employees must inform their supervisor prior to leaving their work station (except in emergencies) when going to the medical / nursing station so that the supervisor may inform the nurse that the employee is coming to the station so that the nurse may be ready.

The Company will provide translation options as practicable for those employees who request translation assistance, and any required training materials shall be in the primary languages of the participating employees as practicable.

Union Proposal 3(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.

Company Response (6/25/2025): The particular language proposed by the Union is rejected as being unnecessary since the subject is already adequately covered by the existing <u>Enhanced Worker Safety Program</u> and Article 16 of the contract. However, in an effort to encourage and enhance employee participation, the Company is willing to agree to modify Article 16 of the contract as follows:

ARTICLE 16 SAFETY COMMITTEE

There shall be a Safety Committee composed of at least three (3) Union members and at least two (2) Company management members plus the Director of Plant Safety. The Safety Committee shall be ongoing for the purpose of making the plant a safe workplace. The Union representatives and the bargaining unit members of the Safety Committee may select additional or alternative members of the Safety Committee so long as the total number of bargaining unit employees on the Safety Committee does not exceed six (6) per shift.

There shall be an Ergonomics Committee composed of at least three (3) Union members and at least two (2) Company management members plus the Director of Plant Ergonomics. One Company and one Union member will be from the Safety Committee. The Ergonomics Committee shall be ongoing for the purpose of making the plant a safe workplace. The Union representatives and the bargaining unit members of the Ergonomics Committee may select additional or alternative members of the Ergonomics Committee so long as the total number of bargaining unit employees on the Ergonomics Committee does not exceed six (6) per shift.

The Committees shall meet at specified times, a minimum of twice per month for the Safety Committee, and a minimum of once a month for the Ergonomics Committee, for the purpose of addressing all subjects necessary to insure the safety of the plant and the employees.

Times and dates of meetings, type of Safety and Ergonomics programs instituted, Safety and Ergonomics audits to be made, and all other pertinent subjects shall be addressed by the Safety and Ergonomics Committees.

• Union Proposal 3(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.

Company Response (6/24/2025): Move to economics.

• Union Proposal 4(A):

Increase rest periods to 20 min (from 15 min) and meal periods to 35 min (from 30 min)

Company Response (6/24/2025): Move to economics.

• Union Proposal 4(B):

Employees will be completely relieved of all work duties and free to attend personal needs for all rest and meal periods.

Company Response (6/25/2025): Reject.

The proposal is unnecessary because:

- Employees already are relieved of their work duties during breaks and meal periods meaning there is not a need for any new contract language.
- Further, with respect to the Union's reference on 6/24/2025 to PPE, Article 36 of the contract already reflects the longstanding past practice and agreement concerning the total daily compensation associated with donning and doffing PPE.
- Finally, with respect to the Union's expressed concern on 6/24/2025 about Safety Tuesday, the Company will discuss its tentative plan to alleviate that concern.

• Union Proposal 5(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.

Company Response (6/24/2025): Move to economics.

• Union Proposal 5(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.

Company Response (6/24/2025): Move to economics.

Company 6/24/2025 Response to Union's 6/4/2025 Pass on Company Initial Proposals

• <u>Company Initial Proposal 1</u>: Article 6: <u>Union Security-Checkoff</u>
Add to subpart (b)(4) that catch-up deductions will be made for up to three months.

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

Company Response (6/25/2025): Waiting on email from Union with the specific concerns regarding remittance of dues collected by the Company from the employees' paychecks to be sent to the Union.

• Company Initial Proposal 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 have also worked the Saturday of that week, where work is available, unless otherwise prohibited by law."

Union Response: Union rejects - considers this a takeaway

Company Response (6/24/2025): Hold, but agree to leave open pending economic discussions.

• Company Initial Proposal 3: Article 12: Wages

Open.

Union Response: Union will have proposal when we discuss economics

Company Response (6/24/2025): Agree to leave open pending economic discussions.

• Company Initial Proposal 4: Article 17: Seniority

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

Union Response: Union rejects - considers this a takeaway

Company Response (6/24/2025): Hold.

• Company Initial Proposal 5: Article 17: Seniority

Strike subpart 3(a).

Union Response: Union rejects - considers this a takeaway

Company Response (6/24/2025): Hold.

• Company Initial Proposal 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."

Union Response: 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.

Company Response (6/25/2025): Agree to a modified version of Article 21 as follows:

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. Furthermore, notwithstanding any other provision of this Agreement, if Christmas Eve falls on a Monday, the Company shall be allowed to close the plant, and if the Company elects to do so, then the 36-Hour guarantee shall be reduced by one day that week.

• Company Initial Proposal 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 Response: Union open to discussion, need details of Company proposal

Company Response (6/24/2025): Will move to economics.

• Company Initial Proposal 8:—Article 35: Grievance and Arbitration Procedure

Withdrawn by Company on 6/4/2025

• Company Initial Proposal 9: Article 39: Term of Agreement

Open.

Union Response: Union open to discussion, based on total agreement

Company Response (6/24/2025): Agree to leave open pending economic discussions.

• Company Initial Proposal 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 Response: Union not interested in limiting workers rights under the NLRA, this is already current practice, Union already has bulletin boards in the plant

Company Response (6/25/2025): Since the parties understand where the existing Union bulletin boards are, and with the clarification that the Company is not proposing to prohibit either solicitation (so long as it does not occur on working time) or distribution (so long as it does not occur in working areas), this proposal may be withdrawn.

• Company Initial Proposal 11: Article 19. <u>Vacations</u> & <u>New Article: Sick & Safe Time</u>.

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 Response: Union open to discussion, need details of Company proposal

Company Response (6/24/2025): Will move to economics.