

**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 4 - June 24, 2025 - 3:30PM**

- **Union Proposal 1(A). UNION WITHDRAWS 6/24/25 No longer a concern with recent shop floor changes**

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). UNION HOLD 6/24/25, continued concerns and discussion needed to find practical solutions for shared interests on worker health & safety training**

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 (6/24/2025): Reject.

The proposal is unnecessary because:

- The existing Enhanced Worker Safety Program 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.

- ~~Union Proposal 1(C).~~ **Withdrawn by Union on 6/4/2025.**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). UNION HOLD 6/24/25, union shared ideas, continue discussion to find practical solution - we believe 1 counter added to upper cut by the time clock is most practical**

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

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Company Response (6/24/2025): The Company will agree to post line speed staffing standards behind glass in the main hallway.

~~Union Proposal 1(D):~~ Withdrawn by Union on 6/4/2025.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).** UNION updated proposal 6/24/25, Need clarity: for brown boots - when and who at Union was notified re: charging new hires using code D30? Please provide list of all EEs with info about who and when charged, who and when reimbursed

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 cut side fork truck / work saver driver 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, kill side fork truck / work saver driver employees 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).**

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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. See UNION 6/24/25 edits below
- b. All training shall be provided in languages workers understand. See UNION 6/24/25 edits below
- c. Aspirin and ibuprofen will be available and provided to employees at the plant. UNION HOLD 6/24/25, union shared ideas, continue discussion to find practical solution

Company Response (6/24/2025): The Company is willing to agree to a modified version of the Union's proposal as follows:
UNION 6/24/25 edits below

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.

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Company Response (6/24/2025): The particular language proposed by the Union is rejected as being unnecessary since the subject is already adequately covered by the existing Enhanced Worker Safety Program 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:

UNION COUNTER 6/24/25 -

- 1) MN State statute: employee safety committees members must be decided by employees, within 90 days of ratification Union will review and provide updated list of safety committee members
- 2) Size of committee - at least 10 per shift
- 3) During safety committee meetings - company and union will help identify topics and experts to provide trainings to committee members

**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. Employees interested in participating on the Safety Committee should inform the Company, in writing, of their desire to be considered to potentially join such committee. The Company, in its good faith judgment taking into consideration the size of the existing complement of employees on the committee, will determine whether the interested employee should be added to the committee with a recognition that any employee who is no longer actively participating may be removed in the Company's good faith judgment.

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. Employees interested in participating on the Ergonomics Committee should inform the Company, in writing, of their desire to be considered to potentially join such committee. The Company, in its good faith judgment taking into consideration the size of the existing complement of employees on the committee, will determine whether the interested employee should be added to the committee with a recognition that any employee who is no longer actively participating may be removed in the Company's good faith judgment.

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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):** UNION HOLD 6/24/25, PPE and work equipment should be removed before the clock starts for breaks, Safety Tuesday - do not want break interrupted for safety meeting and makes lunch room too full for workers to sit down

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

Company Response (6/24/2025): Need more clarity regarding what this seeks to address since it remains the Company's understanding that employees already are relieved of their work duties during breaks and meal periods meaning there is not a need for any new language.

- **Union Proposal 5(A):**

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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.

6/24/25 ADD IMMIGRATION SIDE LETTER, EXAMPLE BELOW FROM JBS

- **What is current QPP policy and operating procedures?**

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LETTERS OF UNDERSTANDING

The following various understandings have been agreed upon by the parties and are hereby incorporated into the Agreement:

1. The Company agrees that the absence of any employee who has been detained due to U.S. Immigration and Custom Enforcement (ICE) proceedings and who has returned to work within fourteen (14) days of the start of the absence, or has requested an extension of time, of reasonable duration, to report within that same fourteen (14) day period, shall be treated as an excused absence if the employees prior and current work authorization status has been cleared by ICE.
2. Employees will be granted up to seven (7) days absence without pay for the purpose of attending U.S. Citizenship and Immigration Services (USCIS) proceedings if their attendance is required for all seven (7) days. The Company will review unpaid time off in addition to the seven (7) days on a case-by-case basis.
3. The Company shall promptly notify a steward and the Union if the ICE searches and/or apprehends an employee in order that the Union can take steps to protect the rights of its members. 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 has implemented 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.
4. The Company will notify the union as soon as possible of the names and addresses of employees arrested as a result of an ICE audit.

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

- **Company Initial Proposal 1: Article 6: ~~Union Security-Checkoff~~**

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 (6/24/2025): Waiting on Union response; otherwise hold.

6/24/25 - before drafting language, who from HR or payroll can our Membership Specialist work with to figure out practical solution?

- **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

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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 HOLD 6/24/25 **Union Response:** Company intent for proposal is to address Christmas Eve falling on a Monday - Union proposes edit of Article 21: Christmas Eve

Union addressed company concern re: Christmas - what else is company trying to do?

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 (6/24/2025): Hold on original Company proposal above, but also add the following to Article 21: Full redline reflected below:

**ARTICLE 20
HOLIDAYS**

A. Regular full-time employees will be eligible for the following paid holidays:

New Year's Day
Easter Monday
Memorial Day
Fourth of July

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Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
1st Monday in August

However, the Company and the Union shall meet prior to the commencement of each calendar year to determine which holidays shall be observed by maintenance employees regarding those holidays falling on Sunday, such as Easter.

- B. To be eligible for holiday pay, employees must be on the active payroll and work on the work days before and after the holiday, unless the employee presents medical evidence acceptable to the Company or is on voluntary leave. (Voluntary Leave is Company approved leave of four (4) work days or less.) If the employee presents medical evidence acceptable to the Company or is on voluntary leave, the employee must not miss more than five (5) work days adjacent to the holiday in order to be eligible for holiday pay. An employee whose short-term disability ends on the day before a holiday and who works the day after the holiday, and an employee whose short-term disability commences the day after the holiday who worked the day before the holiday, will be eligible for pay for that holiday. Employees who work a partial day immediately before or after the holiday may still receive holiday pay, but will have their holiday pay reduced by the amount of gang time that they missed unless they present medical evidence acceptable to the Company in which case they will be paid for the full holiday.

For purposes of this Paragraph B, active payroll includes vacation, jury duty, voluntary leave, and funeral leave, but does not include a period in which an employee receives short-term disability pay or is on any other type of leave. The furnishing of medical evidence under this paragraph will not excuse anyone from disciplinary action under the absentee policy.

An employee who is out of work on short-term disability shall be eligible and receive holiday pay for the first holiday that occurs during his disability if it occurs within the first 30 days of his disability. On that holiday he will not be regarded as being on short-term disability and will not receive disability pay.

It is agreed that those employees working a Tuesday-through-Saturday shift shall be given Tuesday as their holiday.

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- D. Holidays falling on Saturdays shall be compensated at the same rate as holidays falling on other days of the week.
- E. If one of the listed holidays falls on a Sunday, it shall be observed on the following Monday.

**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.

- **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.**

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“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. **UNION CLARIFICATION 6/24/25 - Why is the company continually insisting on taking away workers' rights under the law?**

Company Response (6/24/2025): To clarify the Company's stance, the Company is open to the idea of providing additional bulletin board space to the Union at the existing bulletin board locations with the understanding that such bulletin boards are the only Company property that can be used for Union postings.

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

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

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