

**Quality Pork Processors (QPP) and UFCW Local 663 2025 Contract Negotiations
Company 7/1/2025 Response to “Union Proposal #6” dated 7/1/2025**

Company Response to Union Non-Economic Proposals

- **~~Union Proposal 1(A).~~ Withdrawn by Union on 6/24/2025**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). Offered to be Withdrawn by Union on 7/1/2025 subject to agreement on Union Proposal 3(B) below.**

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.

- **~~Union Proposal 1(C).~~ Withdrawn by Union on 6/4/2025.**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- **~~Union Proposal 1(D).~~ Withdrawn by Union on 6/25/2025 based on the parties' tentative agreement to the new language in green on this page 1.**

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

For both the hot side and the cold side, the Company will post (by the time clocks in the upper cut and kill floor) the daily 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- **~~Union Proposal 1(D).~~ Withdrawn by Union on 6/4/2025.**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)** (as amended by the Union on 6/25/2025 per the Union's proposed new last sentence which is underlined below).

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 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. Fork truck/work saver employees will be provided a stipend that is equal to the price of the yellow boots.

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Company Response: The Company would agree to modify the last paragraph of Article 14(b) of the contract to state as follows (as offered on 6/24/2025). Additionally, with respect to the Union's new proposed last sentence, as offered by the Union on 6/25/2025, the response to that proposal is moved to economics.

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).~~ ***Withdrawn by Union on 6/25/2025 based on the parties' tentative agreement to new language in green on this page 2 (which can be added to Article 32).***

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.

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.

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Union Proposal 3(B) (to modify Article 16 of the contract per the Union’s amended proposal on 7/1/2025)

Company Response:

- The Company would agree to modify the language of Article 16 of the contract as noted below.
- Note: The Union’s proposed new sentences on 7/1/2025 are actually not necessary in light of the *existing* contract language in Article 16 which is highlighted in yellow on this page 3 below.
 - For example, the review of metrics, e.g., OSHA logs, can be and already are being reviewed in the safety meetings.
 - That data can be reviewed by the committee in aid of the committee making recommendations on modifications to training.

**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 eight (8) 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 eight (8) 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.~~

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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 has discussed with the Union 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.

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• **Union’s 6/24/2025 Proposed Side Letter**

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.

Company Response (7/1/2025): The Union’s proposed side letter is based on language the Union stated it agreed to with a different company. QPP is willing to agree to much of the Union’s proposed language along with additional language that is more favorable to the employees here at QPP. Specifically, QPP is willing to agree to modifications to the Union’s proposed side letter as follows:

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 within such longer period of time that the Company may approve), ~~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 employee’s prior and current work authorization status has been cleared by ICE.
2. Employees will be granted up to ten (10) ~~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 ten (10) ~~seven (7)~~ days. The Company will review unpaid time off in addition to the ten (10) ~~seven (7)~~ days on a case-by-case basis.
3. The parties acknowledge that QPP has a longstanding practice of making good faith efforts to provide periodic reminders to employees whose current work authorization is set to expire in the near future in an effort to assist such employees. QPP confirms its intent to continue its practice of making good faith efforts to provide periodic reminders to employees whose current work authorization is set to expire in the near future with the parties’ recognition that ~~The Company shall promptly notify a steward and the Union if the ICE searches and/or apprehends an employee in~~

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~~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.

Company 7/1/2025 Updated Response on each of the Company's 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 rejects.

Company Response (7/1/2025): Hold. Additionally, Company is reviewing the discussion items emailed by the Union on 7/1/2025.

- **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.

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- **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.** *Withdrawn by Company on 7/1/2025.*

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 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

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- **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**. *Withdrawn by Company on 6/25/2025 following the parties’ confirmation of their shared understanding of the NLRB’s standards concerning solicitation and distribution, respectively.*

“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.”

- **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.