AGREEMENT

Between

JBS, USA LLC

Greeley, Colorado

2014–2019 Contract

and

UNITED FOOD AND
COMMERCIAL WORKERS,
LOCAL NO. 7

Chartered by the

UNITED FOOD AND
COMMERCIAL WORKERS

INTERNATIONAL UNION

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AGREEMENT
Between

JBS, USA LLC

And

UNITED FOOD AND COMMERCIAL WORKERS,
LOCAL NO. 7

TERM: July 22, 2014 to July 21, 2019

AGREEMENT

This Agreement has been made and entered into by JBS, USA LLC for its Greeley, Colorado beef processing facility (hereinafter the Company) and the United Food and Commercial Workers International Union, Local 7R (hereinafter the Union).

ARTICLE 1
PURPOSE OF AGREEMENT

Section 1

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

Section 2

It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and the Union which will permit safe, economical and efficient operation.

ARTICLE 2
RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent for all production employees, including janitors, fabrication knife sharpeners, kill floor knife room technician, scale (weight range), grounds crew, inventory, hide plant, manifestors, and production trainers employed by the Company at its Greeley, Colorado beef plant, but excluding office and plant clerical employees, professional employees, selectors, beef graders/coordinators, cattle buyers, nurses, emergency medical technicians, fault reset, roll stock, scalars, warehouse persons, plant computer operators, console operators, Formax, K-Pak, blender, blood plasma operators,

managerial, administrative, distribution, quality control/PIFS, engineering/maintenance employees, listers, inventory control coordinators, employees of independent contractors, guards, and supervisors as defined by the National Labor Relations Act.

ARTICLE 3
SAFETY

Section 1

A.) The Union and the Company agree that accident prevention, the elimination of personal injuries, and the safety of all employees is our foremost goal. We dedicate ourselves to providing the safest possible work environment for all. We will therefore support the Safety Program in order to achieve and maintain this goal.

B.) The Company agrees that it has the sole responsibility to provide a safe and healthy workplace and to correct safety and health hazards. Nothing in this agreement shall imply that the Union has undertaken or assumed any portion of that responsibility.

C.) It is the responsibility of each management employee and each hourly employee to follow and support the Safety Program and safe operating procedures.

Section 2

A.) **T**here will be **two** production safety committees. These production safety committees will represent A Shift **(First Processing and Fabrication) and B Shift (First Processing and Fabrication). Each committee shall consist of at least eight (8) bargaining unit members.** They shall meet at least monthly, on Company time, not to exceed one (1) hour. Production safety committee members will be assigned to perform work area safety inspections and other activities on Company paid time of at least thirty (30) minutes per week to be taken in one thirty (30) minute increment. Time will be scheduled with the approval of the committee member's supervisor. Findings will be reviewed with the area supervisor(s), and issues that require further action will be reviewed with the appropriate Superintendent and the Safety Manager or designee. The safety committee will review findings.

B.) The Safety Committee shall hold meetings as often as necessary, but not less than once each month at a regularly scheduled time and place. Meetings of the Safety Committee shall be scheduled at such time and in such manner as to not interfere with the orderly operation of the plant.

Section 3

It is the Plant Manager's or designee's responsibility to investigate the Safety Committee's recommendations and to advise the Safety Committee, of the action taken, if any, at the next safety meeting. The situations or recommendations deemed and agreed upon as

critical by the Safety Committee shall receive priority attention, and a written response will be given within one (1) week.

Section 4

The Company shall furnish all safety equipment necessary for the protection of the hourly employees.

Section 5

The designated Union Safety Committee member shall be notified promptly of the occurrence of any illness or accident resulting in serious injury to an employee. The designated Union Safety Committee member and the plant Safety Manager shall conduct a joint investigation of the incident. If the nature of the incident warrants assignment of the investigation to the Corporate Safety Organization, the involvement of the plant Safety Manager and the Union Safety Committee member shall be as assigned by the Corporate Safety Director. The Safety Committee at the conclusion of the investigation will review findings.

Section 6

Any dispute not settled or complied with shall be referred to the grievance procedure.

Section 7

A.) The Company will provide each member of the Committee with a minimum of eight (8) hours of training with pay each contract year in the areas of health, safety and ergonomics. Such training will be scheduled off the plant premises.

B.) The Company will pay time loss for up to four (4) bargaining unit committee members, each contract year, to attend a mutually agreed upon safety and ergonomics training conference. The amount of the loss time will be limited to four (4) days per conference, per employee.

The Union will make all requests for time off two (2) weeks in advance and in writing.

Section 8

The Company shall make available for review by the Safety Committee, a trend analysis and OSHA **300** logs, records of air or noise monitoring, and all other reports of industrial injury or illness, including ergonomic analysis, and the status of safety work orders.

Access to the list of hazardous chemicals used in the plant and all Material Safety Data Sheets from the plant shall be available to the Safety Committee.

Section 9

The Company's safety consultants and ergonomist will work with the Safety Committee on a regular basis to receive their input and to assist the Committee in their role of bringing information to hourly employees.

Section 10

Upon arrival of an OSHA inspector to the work site, the Union representative or designee will be notified. The Union representative/designee will participate in any inspection(s), meeting(s), conference(s), and settlement discussion(s) conducted with the OSHA inspector. Copies of findings will be provided to the Union.

Section 11

The Company shall send a tub to sharpen knives three times (3x) a shift, sharpen whizzard blades, when needed, and provide all whizzard knife supplies as needed.

Section 12

The Company agrees to maintain, as a minimum, a similar quality standard issue footwear which is currently valued at approximately $25.00. Should the cost of the standard issue footwear increase over the life of the Agreement the Company will continue to pay the full cost. The Company will determine the material, design, etc. of the standard issue footwear.

The Company further agrees to seek out the assistance of bargaining unit employees in testing different boots to be used as the standard issue and the additional option.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1

It is understood and agreed by the Union that the Company reserves the rights of management at all times and that, except as otherwise specifically provided in this Agreement, the Company has the sole and exclusive right to exercise all of the rights or functions of management. These rights or functions include, but are not restricted to: the right to direct the work force, including the right to hire, discipline, suspend, discharge for cause, control the quality of work, to establish reasonable work rules and/or drug policies, transfer, promote, demote, or lay-off employees; the right to schedule work hours; to establish schedules and standards, determine and institute methods and processes and changes therein; determine the location of the business, products to be manufactured or services rendered; and determine those with whom it will do business.

Section 2

Supervisors, including temporary ones, or other non-unit personnel shall not perform bargaining unit work except in such situations as instructing an employee, temporarily filling in for absenteeism or in case of emergency.

ARTICLE 5
CHECK-OFF/UNION SECURITY

Section 1

The Company agrees, during the term of this Agreement, to deduct, weekly, the initiation fee and monthly Union dues from the net earnings due any employee who has executed the Union check-off authorization form. Said authorization must be properly executed by the employee, presented to, and accepted by the Company.

Section 2

The Company agrees to deduct amounts designated by employees for the Active Ballot Club when the Company has been furnished an individual written authorization for making such deductions on a form mutually agreed upon between the Company and the Union. It is agreed that the ABC authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke the ABC checkoff authorization upon giving thirty (30) days written notice to the Company and the Union. The Company agrees to remit the ABC, Union dues, and initiation fees to the President of the Local Union within ten (10) days after the last pay period of each month. Seniority, New Hire, LOA and Termination reports will be given to the Union via electronic media in a format mutually agreed upon by both parties for the same period of time.

Section 3

The Company may hire new employees from whatever source it desires, but all employees covered by this Agreement shall, in accordance with the ratified State of Colorado All Union Agreement, as a condition of employment, become members of the Union on the thirty-first (31st) day after beginning of employment, to the extent of paying the initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, and shall remain members of the Union to the extent of paying membership dues in the Union, for the duration of this Agreement.

Section 4

The Company and the Union shall not discriminate against any employee in regard to the acquisition or retention of membership, and membership in the Union shall be available to every employee on the same terms and conditions generally applicable to all other members.

Section 5

Upon written notice, from the Union to the Company, that an employee is thirty (30) days in arrears in the payment of Union dues or initiation fee, the Company will discharge such employee unless within fifteen (15) days from the date of said written notice, such employee shall obtain or reinstate their membership in the Union.

Section 6

The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, and from any other form of liability as a result of making any deduction or taking any action in accordance with the foregoing authorization and assignment.

ARTICLE 6
HOURS OF WORK

Section 1

The workweek for payroll purposes shall start at 12:01 a.m. on Monday and end at midnight Sunday evening.

Section 2

A.) The basic workday of an employee will be eight (8) hours.

B.) The basic workweek of an employee will be forty (40) hours. It is understood and agreed that the basic workday or the basic workweek are not to be interpreted as either a daily or weekly guarantee nor does it restrict the amount of time an employee can be required to work. However, the Company will not schedule nor require employees to work more than twelve (12) hours per day. However, it is understood that work in progress will be completed.

C.) When the company finds it necessary to request additional help for doubles, extra help for Saturdays or special projects, they will post a notice in the effected department. Such notice will be posted as soon as practical. Additional hours shall be offered to the most senior qualified employee within the department.

D.) Supervisors will notify employees as soon as possible when additional work will be required, and will excuse, if possible, those employees who have personal commitments. Provided there is no emergency in the last hour of the shift, employees will not be required to work more than thirty (30) minutes of overtime without at least a one (1) hour notice before shift end.

Section 3

One and one-half (1 ½) times the regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one day and forty (40) hours in any one week.

Section 4

Double the regular rate of pay shall be paid for all hours worked on Sunday or designated Sunday (see Section 5) except those employees regularly scheduled to work on Sunday and so are given a scheduled day off in lieu of Sunday. However, if required to work on their scheduled Sunday lieu day, the hours worked will be paid at double their regular hourly rate.

Section 5

For the purpose of computing pay for hours worked on a Sunday or holiday where the shift cuts across two (2) calendar days such hours shall be treated as work on the day in which the shift commenced. However, in the event the shift exceeds the employee's normal schedule by more than two (2) hours, such hours over the normal schedule shall be compensated on the basis of the applicable rate for the day on which such hours are worked.

Section 6

There shall be no pyramiding of overtime.

Section 7

A.) Employees who normally are scheduled off on Saturday.
The Company will post a tentative Saturday work schedule by lunch break on Thursday of that work week. However, it is understood that the Company may modify this tentative schedule up until lunch break on Friday. If the Company does not meet these posting requirements, the employees will not be required to work on Saturday, except in cases of emergencies.

B.) Employees who normally are scheduled off on Sunday.
The Company will post a tentative Sunday work schedule no later than first break on Friday. However, it is understood that the Company may modify this tentative schedule up until first break of the last day worked prior to Sunday. If the Company does not meet these posting requirements, the employees will not be required to work on Sunday, except in cases of emergencies.

Section 8

One and one-half (1 ½) times the regular rate of pay shall be paid to all regular full-time employees for work performed on their sixth (6th) day of work within the workweek provided they have worked all hours in the first five (5) days of that workweek.

Section 9

Regular full-time employees called to work will be provided with a minimum of four (4) hours work or pay in lieu of work; unless the plant is unable to operate because of contingencies enumerated in Article 7. The Company will endeavor to notify employees in advance of a cancellation of scheduled work. The Company will notify the news media, specifically radio stations KYGO and KGRE prior to the start of the shift. In addition, the Company will investigate, and if feasible implement a toll-free hotline within three (3) months that will carry the shift cancellation message. It is agreed that the notification procedure outlined above is for the convenience of the employees and not a binding commitment on the part of the Company.

ARTICLE 7
GUARANTEE

Section 1

The Company will provide each regular full-time employee at least thirty six (36) hours of pay at the employee's straight-time hourly rate during the workweek. Hours employees are absent for any reason will be deducted from such thirty six (36) hours. The Guarantee will also be reduced by eight (8) hours for each shift in which the plant is unable to operate because of government acts or actions that prevent the Company from operating for more than one shift, storm, flood, fire, explosion, power failure, strikes, or boycotts by any labor union, or other unusual emergencies. The Company shall provide information to substantiate their position.

Section 2

The guaranteed workweek shall apply only to those regular full-time employees who have completed thirty (30) calendar days of employment prior to the commencement of that payroll week.

Section 3

Regular full-time employees called to work will be provided with a minimum of four (4) hours of work or pay in lieu of work **unless** the plant is unable to operate because of contingencies enumerated in Section 1 above.

Section 4

Employees called to work after leaving the plant and before their next scheduled workday shall receive four (4) hours pay at time and one-half(1 ½).

Section 5

Employees displaced or recalled because of operations of the seniority provisions of this Agreement shall receive pay for only those hours worked in the week of such displacement or recall.

Section 6

A.) The Company may notify employees of a shorter workweek on or before Friday of the prior week, in which event the guarantee shall, up to a maximum of thirteen (13) weeks during each contract year, be reduced to thirty-two (32) hours of pay at their regular straight-time rate unless the plant is unable to operate because of contingencies enumerated in Section 1 above. While the notice may be given whenever necessary, the number of weeks in each contract year in which the employees are actually paid less than the guarantee, will not exceed thirteen (13) weeks in each division separately unless a plant clean-up necessitates the shutdown of an operation or department (plant clean-up will be limited to two (2) times per year). Those divisions shall be defined as Fab A shift, Fab B shift, Slaughter A shift, and Slaughter B shift.

B.) On weeks when the Ground Beef division has posted a short work week, those Ground Beef employees wishing to work in another division will be assigned in order of seniority to fill in for absenteeism, provided they are able to perform the jobs available.

C.) The official notice of a shorter workweek shall be posted in a designated "work schedule" bulletin board at the visitor center and signed by a designated Company representative. In addition, this designated bulletin board will be used for posting Saturday and Sunday work for those crews normally not scheduled.

Section 7

Employees laid off for less than five (5) working days shall be entitled to guarantee pay in the week(s) of layoff and recall.

ARTICLE 8
COMPANY AND UNION RESPONSIBILITY

Section 1

During the term of this Agreement, there shall be no strike, stoppage, picketing, honoring of any picket line, sympathy strike, slowdown, deliberate withholding of production or suspension of work on the part of the Union, its members, or any individual covered by

this Agreement for any reason whatsoever. In the event of a breach of this provision, the Union shall immediately declare publicly that such action is unauthorized and shall promptly order its members to resume their normal duties notwithstanding the existence of any picket line. The Union further agrees that it will in no way interfere with the business of the Company by sanctioning or conducting a boycott on the handling of goods procured from a source or destined to a point where a labor controversy or dispute may exist.

Section 2

The Company shall have the right to determine the discipline given an employee or employees for breach of this Article. The severity of the discipline imposed for such violation shall not be subject to arbitration; the Union shall, however, have the right to grieve the question of fact as to whether or not an employee or employees have breached any provisions of the Article.

Section 3

The Company agrees that neither it nor its representatives will put into effect any lockout during the term of this Agreement.

Section 4

The Company will not enter into any agreement on an individual basis with any employee.

ARTICLE 9
SENIORITY

Section 1

Seniority shall be established on the basis of continuous service with the Company and shall accumulate from the last date of hire.

Section 2

An employee's probationary period **may be extended for a period of up to thirty** (30) days **with written mutual agreement between the Company, Union, and employee.** The Company may in its sole discretion, discipline or terminate a probationary employee, and no grievance shall be filed or processed on their behalf. At the end of the probationary period, an employee shall become a regular full time employee and shall have seniority commencing as of the date of last employment. During the probation period, employees shall not be eligible for the benefits granted to regular full time employees.

Section 3

Layoff, recall from layoff, vacations, and promotions, provided the employee has the ability to perform the work, shall be based on seniority.

Section 4

Loss of Seniority. An employee shall lose seniority and employment rights for the following reasons:

A.) Voluntarily quitting, (three (3) consecutive days no call, no show shall be deemed as a voluntary quit).

B.) Discharge for cause.

C.) On layoff for a period of more than one (1) year or off of the active payroll for any other reason for twelve (12) months. However, an employee shall be off for an additional six (6) months provided that he/she submits satisfactory evidence that he/she will be able to perform a crewed position at the end of the additional period.

D.) Employees recalled from layoff will have five (5) calendar days to return to work after being notified of the recall. In the event the employee is unable to return to work within the five (5) calendar days, but contacts the company within the five (5) calendar day period, they will be given additional five (5) calendar days to report to work. Employees who fail to contact the Company or to report within the time frames outlined above will lose their employee rights.

Employees shall furnish the Company in writing their address for purposes of giving required notices. It is agreed that notification will have been made based on the date of first attempted delivery of the certified letter by the Post Office.

E.) Working at any other place of employment while receiving Workers' Compensation payments from the Company or the Company's insurance carrier (unless consent has been given by the Company).

F.) An employee who leaves the bargaining unit to accept a position with management will lose all bargaining unit seniority rights after **seventy-five (75)** days from the date of the promotion.

G.) Total and permanent disability (if the twelve (12) months has expired), unless an employee submits satisfactory evidence as set forth in C.

H.) Retirement.

I.) Overstaying leave of absence (without Company consent).

Section 5

Seniority Lists. The Company agrees to maintain a seniority list showing plant seniority for all bargaining unit employees. Such seniority list shall be posted and brought up to date every January 1, April 1, July 1, and October 1. A copy of this list will be posted in the plant and will be furnished to the Union.

ARTICLE 10
JOB BIDDING

Section 1

When job openings occur in Job Groups one (1) and above (except for those positions as provided in Section 15, below), either by creation of a new job or by a vacancy (not temporary) from the previous week, the job shall be posted to the plant on Thursday and remain posted for three (3) consecutive days excluding Saturdays, Sundays, holidays, and non production days. If an employee bids for more than one job he/she must indicate a preference when signing for the posting. Employees who fail to indicate their preferred order of choice will be subject to the Company's selection.

Section 2

There will be two (2) Seniority Divisions: Slaughter and Fabrication. The job bidding shall occur by seniority across all shifts. There will be the following departments within each division:

Slaughter Departments

1. Kill Floor
2. Offal
3. Hides
4. Coolers
5. Inedible/Edible Rendering
6. Wastewater
7. Pens

Fabrication Departments

1. Production/BPI/Ground Beef
2. Shipping
3. **Shag Drivers**

Section 3

Every employee shall be assigned to a department for seniority purposes.

Section 4

A.) The vacant job will be awarded to the bidding employee with the greatest plant seniority, provided that person is able to perform the work.

B.) Employees who bid to a different department or division shall have their former department and/or division seniority credited to their new department and/or division seniority.

Section 5

No employee may bid from one shift to another shift until they have accrued at least one (1) year of seniority. **In the event an employee has an event that occurs in their 1st year of service that would require a shift change, the Company, the Union and the Employee will meet to attempt to resolve the issue.** No more than sixty (60) employees from the fabrication division and sixty (60) employees from the kill division shall be allowed to bid to a different shift within their division in a contract year.

Section 6

A.) If the Company determines that the movement of employees by bidding between divisions or shifts will impair efficient production, the Company will develop a schedule for such moves which, exceed the thirty (30) day limit referenced in Section 7 below. The Company will review and discuss this schedule with the Union before implementation.

B.) If the Company determines that the movement of employees by bidding between divisions or shifts may exceed the specified amount per contract year without impairing efficient production, the Company will notify the Union and continue to honor bid requests beyond the specified limit to the extent the company finds practical.

Section 7

The Company will endeavor to place an employee on their new job no later than thirty (30) days after the job has been awarded. An employee awarded a job through a bid shall be placed on the new job no later than thirty (30) days after the job has been awarded. Employees who are not moved within the thirty (30) day period, shall receive twenty-five cents ($0.25) per hour above the rate for the job in question until they are placed on their bid job.

Section 8

When an employee successfully bids a higher rated job, that employee shall continue to be paid the former rate of pay until able to perform the new job to the satisfaction of the

Company. Should an employee successfully bid on a lower rated job, that employee shall be paid the lower rate when placed on the lower rated job.

Section 9

There shall be a limit of one (1) successful bid every twelve (12) months for each employee to a lower job opening, and six (6) months to a lateral position. However, there will be no limit on upward bidding except that an employee who is awarded a bid job and voluntarily returns to the employee's prior position cannot bid to any level for a period of six (6) months from the date of the return.

Section 10

The successful bidder on the job posting will be required to accept the job. The successful bidder accepting the job posting shall make a sincere effort to learn the job; however, if they cannot then perform or qualify within thirty (30) days they shall return to their previous job. If additional time is needed, as determined by the Company, they shall meet with the Union and define the extended period. The bidding employee's previous job shall not be bid until the employee qualifies on the new job.

If an employee is disqualified after being awarded the job, the job will be awarded to the next eligible bidder from the original bid sheet. If that employee is disqualified, the position will be assigned at the sole discretion of management. If there is no eligible bidder it will be assigned at the sole discretion of management.

Section 11

In an effort to keep newly bid jobs awarded and employees moved in a timely fashion, the Company will develop and maintain an "Aging Report." This Aging Report will list the status of all job bids until there is a final disposition. It will include the division, department, employee's name, job title and grade they are bidding to, job title and grade they are bidding from, date of the award and their current status. The aging report will be maintained by Human Resources, updated on a weekly basis and available for review by the employees. A copy of the report will also be provided to the Union.

Section 12

A.) Employees with one (1) year seniority or for bona fide health reasons who wish to transfer to a base labor position within their Division shall be allowed to place their name on a waiting list. The Company will maintain a list of the vacant "waiting list positions" for employees to view. When an opening occurs in the Division, the Company will offer the employees on the waiting list an opportunity to transfer according to plant seniority before a new employee is hired for the Division.

B.) An employee who successfully transfers shall not be eligible for transfer again for a period of one (1) year. Employees who reject a transfer will be dropped from the list and are not eligible to transfer again for twelve (12) months.

C.) An updated transfer list shall be furnished to the Union upon request.

Section 13

Notwithstanding any of the above, the Company may assign employees on a temporary basis as necessary in the conduct of the business with consideration of seniority, ability and qualifications. Any employee temporarily assigned to a job having a lower rate than their regular rate will receive their regular rate while performing such job with the exception of job accommodation due to an off the job injury or illness. An employee temporarily assigned to a higher group job shall receive the higher group rate when qualified. Any temporary assignment exceeding thirty (30) days will be discussed with the Union, to set up a schedule for replacement if necessary. **The Union may request a daily list of temporary assignments, if so requested, the Company will provide the list to the Union.**

Section 14

A bulletin board, for bids and bid awards only, shall be placed in an area accessible to the majority of employees. The bulletin board shall post jobs available for bid with a list of all new jobs awarded.

Section 15

Team Leads/Production Trainers. When job openings for **Team Lead** and Production Trainer occur, the job shall be posted to the Division on Thursday and remain posted for three (3) consecutive days excluding Saturdays, Sundays, holidays, and non-production days. Interested employees may complete an application for the position at the personnel office. The vacancy will be awarded to the best qualified of the five (5) senior applicants, **provided they have the skill set to perform the job**. Qualifications will be evaluated by management using candidate interviews and using information from Union-appointed employees experienced in the classification. Evaluation criteria will include work skills, work record, work experience, attendance, safety, communication, and education or training which is related to the position.

When job openings occur in the following positions, an informational posting shall be made for a period of seven (7) days.

- **Team Lead**
- Floor Trainer
- Chuck Boner
- Clod Puller

Interested employees may complete an application for the position at the Human Resources Office. The vacancy will be awarded to the best qualified employee as determined by the Company. The Company will seek input from Union Representatives and a peer group of employees when awarding these positions. Evaluation criteria when awarding these positions will include work skills, work record, work experience, attendance, safety, communication, and education or training which is related to the position. If the Company determines that all qualifications are equal, then the most senior employee shall be awarded the job.

ARTICLE 11
LAYOFF/JOB ELIMINATION

Section 1

Layoff within a division caused by a reduction in force will be done according to plant seniority among the employees working in the division, provided that employees who remain are capable of performing the remaining jobs.

Section 2

An employee who is displaced by a reduction in force will move to the job held previously, provided the employee has more plant seniority than the employee they displace. Notwithstanding the foregoing, the Company may, if it continues to pay the involved workers their then current rate of pay, delay moving workers to the job to which their seniority entitles them for a three (3) week period.

Section 3

If an employee's plant seniority will not allow the displacement of an employee in a previously held job in the division, the employee may be placed in a vacant job, if available, or may displace an employee with less plant seniority in the division provided the employee is able to perform the job duties.

Section 4

If an employee's plant seniority will not allow placement in any job within the employee's division, the employee may be placed in a vacant job, if available, or may displace an employee with less plant seniority in another division provided the employee is able to perform the job duties.

Section 5

Employees who displace to a different department or division shall have their former plant seniority credited to their new department and/or division.

Section 6

Employees shall receive the rate of pay for the job where they are permanently retained by their seniority.

Section 7

Probationary employees shall be laid off before regular employees, provided that the employees who remain are able to perform the job duties. The Company will not utilize temporary employees so that it will result in the lay off of any bargaining unit employee.

Section 8

In a recall, employees on lay off from a division who have the greatest plant seniority will be the first recalled, provided they are able to perform the job duties. An employee displaced under this article shall have a one (1) time opportunity to return to their prior job, with no loss of seniority.

Section 9

The Union will designate a person for input and review of the Company's elimination/layoff and reinstatement/recall processing.

ARTICLE 12
GRIEVANCES/ARBITRATION

Section 1

Employees and the Employer are encouraged to informally discuss questions or issues which may be resolved without a grievance with a representative or steward of the Union and their supervisor, at the employee's discretion. The employee involved will, with the appropriate Union Representative within five (5) working days of their knowledge, or when they should have had knowledge of the incident or issue giving rise to the situation shall discuss the matter with the immediate supervisor for the purpose of resolving the issue. The supervisor's answer is due within five (5) working days of the discussion. However, should grievances arise between the Company and the Union, or between the Company and the employees, pertaining to matters involved in the Agreement or incidental to the employment relationship, the procedures outlined in Section 5 will apply.

Grievances and discussions will be processed on the employee's own time unless otherwise agreed to by the Company.

Section 2

The local Union shall designate a reasonable number of stewards in writing and the section each steward will represent. Only such stewards as are so named will be recognized.

Section 3

Stewards, Supervisors, Union representatives and the employee will not waste time or abuse the grievance procedure.

Section 4

The forgoing steps all have prescribed time limits. Such limits may be extended by mutual written agreement. The intent is to grant additional time in unusual circumstances, not an automatic extension of prescribed time limits set forth below.

Section 5

The parties agree to call witnesses, or if necessary, visit the department involved in order to get all of the evidence.

First:

If the matter is not settled as outlined in Section 1 the Union may submit the grievance in writing to the Human Resources department within ten (10) working days of the employee's knowledge, or when they should have had knowledge of the incident or issue. A weekly meeting will be scheduled for the purpose of resolving all such timely written grievances. The Human Resources Director or their designee will provide the Union with a written answer within five (5) working days of hearing the grievance.

Written grievances will clearly state the employee(s) affected, their department, specific and clear description of the incident or issue giving rise to the grievance and the remedy sought. **Written grievances may be filed on behalf of all affected workers. The Union will provide the specific employees affected, if so requested. The Company will assist the Union in determining the specific employees affected, if needed.**

Second:

If the matter is not settled in the First Step, the Union may advance the grievance to the Second Step, by providing a written notice requesting a Second Step grievance meeting between the General Manager or their designee and the Union Representative. Such written request must be sent to General Manager or their designee within five (5) working days of the first step answer.

The Company and the Union will have a weekly meeting to resolve grievances advanced to the second step. The General Manager or their designee will provide the Union with a written answer within five (5) working days of hearing the grievance at the second step. The Union shall supply the Company each week a list of the names, nature, and grievance numbers of all unresolved grievances and the step in the procedure where the grievance is at that point in time.

Arbitration:

If the matter is not resolved, the Union may advance the grievance to Arbitration, provided the written notice of the Union's intent to proceed to Arbitration is sent to the Human Resources Director within thirty (30) working days of the receipt of the Company's second step answer. The parties may mutually agree to an arbitrator or in the event they are unable to agree the Union shall submit a written request for a list of seven (7) names from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the FMCS panel the employer representative will immediately communicate directly with representative for the Union assigned for the purpose of selecting arbitrators to begin the process. Within fifteen (15) working days of receipt of the FMCS list the parties will alternatively strike names to determine which one shall sit on the arbitration. The Union will decide which party will strike first for the first scheduled arbitration under this Agreement. After that case, the first strike will alternate between the two parties, unless they mutually agree otherwise. The parties must select an arbitrator, and schedule the arbitration date within thirty (30) working days of the Union's written notice to proceed to arbitration.

Either party may request a second (2nd) FMCS panel of arbitrators (limit of one (1) and the foregoing procedures shall be followed.)

It is recommended that the arbitrator shall submit the decision in writing, within thirty (30) days after the conclusion of the hearing, or hearings, as the case may be. At the end of forty five (45) days, the Union and the Company will, in writing request the arbitrator's decision.

By mutual agreement of the parties, a request of the arbitrator for a bench decision is allowed, and shall be mandatory upon the arbitrator if so notified upon acceptance of the dispute.

The arbitrator's fees and expenses, and the cost of any hearing room, and the cost of a court reporter and the original transcript, if requested by the arbitrator, shall be borne by the losing party. All other costs and expenses shall be borne by the party incurring them.

All time limits may only be extended by mutual written agreement and signed by both parties.

Failure by the Company to answer a grievance in accordance with the time limits set forth in this Article shall cause the grievance to be automatically appealed to the next higher step of the grievance procedure.

Section 5

The authority of the arbitrator shall be limited to the terms and conditions specifically set forth in this Agreement, and the arbitrator's decision shall be final and binding upon the parties.

Section 6

A settlement arrived at in any step of the grievance procedure will be reduced to writing and signed by both parties. Such settlement will be final and binding upon both parties. In the event an employee is reinstated as a result of an arbitration, the maximum liability of the Company will be the employee's lost JBS earnings reduced by all compensation received by the employee during the discharge period from other employment, unemployment compensation, workers' compensation or other earnings.

Section 7

No employee shall leave the job to handle any grievance without first obtaining permission from their supervisor. All grievances are to be presented and grievance meetings held at times causing the least inconvenience to operations and involving the least possible amount of lost time.

Section 8

In cases involving questioning that may lead to or involve discipline, the Company will arrange to have a division steward, and where applicable, translation services, present for the interview with the employee to be questioned or disciplined, provided, (i) if a division steward is not available, the Company shall arrange for another Union steward to be present, and (ii) the employee to be questioned or disciplined does not object to the presence of a Union steward.

Section 9

Upon expiration of twelve (12) months from the date of the occurrence upon which disciplinary entry was entered in the employee's personnel file, the Company will be precluded from using such entry in any disciplinary action.

Section 10

It has been and continues to be the Company's position that all disputes relating to the scope of the group insurance program (i.e., coverage for certain event) are not subject to the grievance and arbitration provisions of the Agreement between the Company and the

Union. To that end it is agreed that all disputes arising under the group insurance program set forth in the group insurance plan and as allowed by ERISA, no such dispute will be subject to the grievance and arbitration provision of the Collective Bargaining Agreement between the Company and the Union.

ARTICLE 13
DISCIPLINE/NO DISCRIMINATION

Section 1.

No Discrimination. The Company and the Union are committed to maintaining a work environment that is free from discrimination. In the administration of this agreement and, in accordance with applicable federal and state law, neither the Company nor the Union shall discriminate against any employee because of that employee's race, color, religion, national origin, age, marital status**, sexual preference**, veterans' status or disability.

Section 2.

Harassment Prohibited. Harassment of any employee due to that employee's race, color, sex, religion, national origin, age, veteran's status, or disability is also prohibited by this Agreement as well as federal and state law. Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based upon a person's protected status, such as sex, race, color, ancestry, religion, national origin, age, disability, marital status or other protected status. The Company will not tolerate harassing conduct that affects tangible job benefits; that interferes unreasonably with an individual's work performance; or that creates an intimidating, hostile or offensive working environment.

a. **Sexual Harassment**. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other physical, verbal or visual conduct based on sex, when:

(i). Submission to the conduct is an explicit or implicit term or condition of employment;

(ii). Submission to or rejection of the conduct is used as the basis for an employment decision; or

(iii). The conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creates an intimidating, hostile or offensive working environment.

Prohibited sexual harassment may include explicit serial proposition, sexual innuendo, suggestive comments, jokes, obscene language or gestures, displays of obscene material, and physical conduct. Harassment on the basis of other protected status may include comments based on race, religion, age, disability, nation origin, etc., jokes, offensive language or gestures, or displays of material offensive to members of the above described groups.

Section 3.

Use of Grievance Procedures. If any employee feels that they have been subjected to prohibited discrimination, including harassment, they may file grievance under the grievance and arbitration provisions of this Agreement. If the employee feels they have been the subject of discrimination or harassment they should immediately notify their immediate supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact their supervisor, the employee should immediately contact the Human Resource Department. The Company will investigate all such complaints. If an investigation confirms that harassment has occurred, the Company will take corrective action, up to and including immediate termination of employment of any employee found to have violated the provision of this Article. The Company forbids retaliation against anyone who has truthfully reported harassment.

Section 4.

Waiver of Contractual Rights. If any employee claiming a violation of this article elects to proceed to an administrative agency or to court during the pendency of the grievance or at any time prior to the issuance of the written opinion and award of an arbitrator, the grievance will be considered to have been withdrawn without prejudice.

Section 5.

Contract Remedies. An arbitrator hearing a grievance that alleges a violation of this Article has no authority to award compensatory, punitive or any monetary damages other than back pay.

Section 6.

Reasonable Accommodation. In the administration of this agreement, the Company and the Union will provide reasonable accommodations to qualified employees with a disability and to employees based upon their religious tenets. Any employee who seeks such an accommodation must so inform the company, in writing, and cooperate with the Company and the Union in seeking to identify reasonable alternatives. The need for the extent of such accommodation shall be determined by the Company in accordance with its interpretation of the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964, even if such accommodations may necessitate the modification or waiver of any provision of this Agreement, however, in the event a reasonable accommodation may necessitate the modification or waiver of any provision of this Agreement, the Company and the Union will meet to discuss same.

ARTICLE 14
MILITARY SERVICE

Section 1

Right to Re-employment. A regular full-time employee who leaves or has left a position in the employ of the Company to enter upon active service in the Armed Forces of the United States has the right to be re-employed by the Company when such employee has completed their military obligation with full seniority and rights as provided for by federal law.

Section 2

Summer encampment. Regular, full-time employees on the active payroll will be granted a leave of absence upon request where they are required to participate in summer encampment training as a member of the National Guard or any U.S. Military Reserve as provided for by Federal law and/or the laws of Colorado, such leave shall be granted upon one (1) weeks advance written notice to the Human Resources Manager.

ARTICLE 15
CLOTHES/EQUIPMENT FURNISHED BY THE COMPANY

Section 1

The Company shall furnish safety devices which, when furnished, must be worn as a condition of employment.

Section 2

A.) The Company shall furnish **frocks,** cotton gloves, rubber gloves, insulated gloves, cloth chaps, aprons, rubber sleeves, laundry bags and pins, padlocks for employee lockers, wet suits, appropriate footwear, chuck line rubber aprons, scabbards, knives, hooks, steels, where any of these are necessary, winter work clothes for outside and freezer employees, freezer jackets to forklift, pallet jack operators**, lower trim department** and hot box employees and for employees exposed to extreme wind chill. **Winter work clothes and freezer jackets will be provided on an exchange basis as needed.** The Company shall furnish other health and safety clothing and/or equipment as may become necessary during the term of this agreement. It is the Company's sole discretion to determine the need of such items.

B.) The Company will provide uniforms for employees in the Kill Floor, Offal, Rendering, Hides, Shag Drivers and Pens. Under this program the Company will provide regular, full-time employees with uniforms, including the laundering of these uniforms at no cost to the employee.

C.) Upon acceptable proof of wear, the Company shall replace standard issue footwear.

Section 3

A.) The employees shall be responsible for the safe and efficient use of all equipment furnished by the Company, and if lost or maliciously damaged or destroyed, the employee shall be accountable and the Company may then charge the employee and deduct the cost from the employees' wages.

B.) The Company will periodically check the condition of all equipment furnished by the employer, and at its' own expense replace items which are no longer protective or worn out.

Section 4

The Company will ensure:

1. Clothes/gloves and equipment are replaced when needed;
2. Correct sizes are maintained; and
3. Employees receive the clothes/equipment they need to perform their jobs. The Company shall determine what equipment is required or needed to perform the jobs.

Any other issues or concerns regarding the clothing and equipment will be discussed during the monthly Labor/Management Committee meeting (See Letter of Understanding).

ARTICLE 16
HOLIDAY PAY

Section 1

The following will be observed as paid holidays in each calendar year

New Years Day
Christmas Day
Labor Day
Thanksgiving Day
Independence Day
One (1) Floating Holiday
Memorial Day
Easter Monday

Section 2

The floating holiday will be given, at management's discretion with seven (7) calendar days notice to the employees.

Section 3

To be eligible for holiday pay, an employee must be on the payroll as a regular full-time employee who has completed the probationary period, and work the scheduled work day before and the scheduled workday following a holiday, to receive holiday pay. For the purpose of this section, an excused absence is one that is previously excused in writing, hospitalization of the employee, or funeral leave. When a holiday falls on Sunday, it shall be observed on the following Monday.

Section 4

Holiday pay will be calculated at eight (8) hours straight-time pay and eight (8) hours may be considered part of the guaranteed pay.

Section 5

If one of the holidays, covered by Section 1 above, occurs within an employees vacation period, that employee shall be paid eight (8) hours pay at their regular straight time hourly rate of pay in addition to their vacation pay, or their vacation will be extended by one day by mutual agreement.

Section 6

If an employee fails to report for work, or fails to work the hours as ordered on a holiday, and such absence is not excused (as defined in Section 3 above) then they shall receive no holiday pay, except an employee who is less than thirty (30) minutes late to work shall be eligible for holiday pay.

Section 7

Work performed on a holiday shall be paid at two (2) times the employee's regular straight-time pay for hours worked on the holiday.

Section 8

The company will make every effort to have C shift employees not work the actual day of the observed holiday.

ARTICLE 17
JURY DUTY

Section 1

When a Regular Full-time Employee is called for jury service, the employee shall be compensated the time their crew worked for time lost at their regular straight-time hourly

rate, less the compensation received for jury duty, but in no case more than eight (8) hours per day or forty (40) hours per week.

Section 2

If an employee is excused and does not serve on the jury, that employee will be required to report to the plant if excused during their regularly scheduled shift, and will be required to work the remaining scheduled hours of such shift.

Section 3

Night shift employees will be temporarily transferred to the day shift while serving on jury duty.

ARTICLE 18
SICKNESS AND ACCIDENT POLICY

Section 1

When regular full-time employees with at least one year of seniority are absent because of disability due to sickness or accident not covered by Workers Compensation, and when such absences and their continuation are supported by acceptable medical evidence, payments shall be made in accordance with terms and conditions hereinafter set forth.

Section 2

All absences shall be considered as starting with the loss of the eighth (8th) full day on which the employee was scheduled to work or on the second (2nd) day if hospitalized.

Section 3

At ratification of this Agreement the current amount of payment shall remain at two hundred fifty dollars ($250.00) per week. Effective **January 5, 2015** the weekly benefits will increase to **two hundred eighty dollars ($280.00).** Payment will begin with the eighth (8th) scheduled workday of disability, or on the second (2nd) day if employee is hospitalized, up to a maximum of thirteen (13) weeks for any one (1) absence reduced by the payments made for other absences during the twelve (12) months immediately preceding the onset of the current absences.

Section 4

It is agreed that it is the purpose of this policy to provide income for employees who qualify hereunder only when they are physically unable to work.

Section 5

No employee shall be eligible for benefits under this paragraph unless they notify the Company promptly when unable to report for work provided the employee is physically able to do so.

Section 6

In the event of a compensable accident, an employee who would qualify for S & A will receive the difference between compensation and S & A for which they had qualified.

ARTICLE 19
FUNERAL LEAVE

Section 1

When a regular full-time employee is absent from work for the purpose of arranging for or attending the funeral **or for grieving the death** of a member of the employee's immediate family, the Company will pay the employee for eight (8) hours at the employee's regular rate of pay for each day of such absence up to a maximum of three (3) consecutive scheduled workdays, provided that:

A.) The employee is on the active payroll on the date of the death of the member of the employee's immediate family and

B.) The employee notifies their supervisor of the purpose of their absence no later than the first day of such absence; and

C.) Payment will be made for a day of absence only if such day is one of three (3) days either commencing with the day of such death or with the day of the funeral and is a day during which the crew in which the employee is employed did **not** work and on which the employee would have worked had it not been for the absence. In case the death occurs during an employee's vacation, the employee will be compensated for lost time at a later date, within the next three (3) months**;** and

D.) No payment will be made for any day of absence which is later than **three days following the funeral or memorial service; and**

E.) The employee, when requested, furnishes proof satisfactory to the Company of the death, **and** the employee's relationship to the deceased.

Section 2

For purposes of this paragraph, a member of an immediate family means only the employee's spouse, child, stepchildren, mother, father, sister, brother, mother-in-law, and

father-in-law; and in addition, stepmother, stepfather, guardian, grandchildren, grandmother, and grandfather**, great-grandmother and great-grandfather**.

Section 3

Employees who travel to distant locations to attend funerals of immediate family members as defined in Section 2 above will receive, in addition to the paid funeral days, excused absences without pay (not to exceed four (4) days) to travel to and from the funeral locations. The Company may grant additional time off without pay for those individuals who need more time for travel.

Section 4

One (1) day shall be paid for sister-in-law, brother-in-law, son-in-law and daughter-in-law, niece, nephew**, aunt or uncle.** Further, the unpaid leave set forth in Section 3 shall apply for such funerals.

ARTICLE 20
UNION BUSINESS

Section 1

Employees, not exceeding a number agreed upon by the Company, chosen by the Union to attend Union business, shall be granted permission to be off upon one (1) week's advance written request to the human resources manager, for periods not to exceed two (2) weeks. Such absences shall be without pay.

Section 2

A.) Full-Time Union Position. In the event the Union appoints or elects an employee to a full-time position with the Union, the Company, upon proper notification shall grant a leave of absence, without pay and benefits, not to exceed the life of this Agreement. No more than three (3) such employees may service a JBS facility.

B.) The Union may designate two (2) Chief Stewards to cover A, B and C shifts among the Company's employees who shall have as their job duties administration of this agreement including safety assignments and the processing of grievances. The Company will pay the Chief Stewards grade five (5) or their grade when becoming a Chief Steward, whichever is greater, up to and including weekly shift time, on a weekly basis upon receiving a signed and dated form from the Chief Steward setting forth a summary of issues addressed with the status. The Chief Stewards will punch in and out for attendance purposes. The Chief Stewards will continue to receive benefits on the same terms following designation as a Chief Steward.

C.) The Chief Steward program shall be reviewed by the Company and the Union as needed to recommend needed adjustments, if any. If the program has not served the intent and

purpose of Article 1 of this agreement, the Company may discontinue the program with a ninety (90) day written notice.

Section 3

Union Officers and Stewards. The Union shall furnish the Company with a written list of its duly authorized officers and stewards, on a monthly basis. The Company agrees to provide an office within the facility for use by the Walking Stewards and other Union representatives.

Section 4

Unpaid positions will not be granted a vacation, or be eligible for vacation pay, while in the service of the Union, except where the employee qualified and became eligible for vacation prior to leave. Any unexercised vacation rights shall be satisfied by a cash payment equal to the amount the employee would have been paid for vacation.

Section 5

If the employee desires to return again to work, the Company must be notified within seven (7) days after termination of the appointment or election, and shall be placed on the job previously held, or one of equal pay, with no loss of seniority or vacation rights, provided they are capable of performing the job.

ARTICLE 21
LEAVE OF ABSENCE

Section 1

The Company may grant leaves of absence, without pay to employees who request the same for emergency reasons, or other family issues not covered under FMLA, for periods up to ninety (90) calendar days. Such leaves will not be granted for the purpose of allowing an employee to take another position temporarily, try out new work, or venture into business for themselves.

Section 2

Family & Medical Leaves (FMLA)

A. Leave Entitlement. An employee who has been employed by the Company for 12 months and who has completed 1,250 hours of work during the 12 month period immediately preceding the commencement of such leave under the Family Medical and Leave Act of 1993 ("FMLA") in accordance with its provisions and the provisions of this Section 2.

B. Year for Purposes of Determining Leave Entitlement. For purposes of determining an employee's leave entitlement under the Act, the 52 week period immediately preceding the commencement of leave under the Act shall be applicable measuring period.

C. Employee Responsibilities.

(i) Application for Leave. An eligible employee must complete a written application for an FMLA leave. Where the need for leave was not known in advance due to accident, illness, or circumstances beyond the employee's reasonable knowledge or control, an application may be completed upon the employee's first reasonable opportunity to do so. In all other cases where FMLA leaves are known in advance, the application should be completed and submitted thirty (30) days prior to the commencement of the leave.

(ii) Physician's Certification. In order for an FMLA leave to be approved, it is the responsibility of the employee to obtain from his or her physician a fully executed Physician's Certification form, which will be provided to the employee by the Company. The failure of the employee to obtain and submit the completed Physicians certification form may result in the delay or denial of an FMLA leave, in which event, the leave may be treated as an unexcused absence.

(iii) Cooperation. An employee on an approved FMLA must provide periodic reports as requested by the Company in order to keep the Company informed as to the employee's status and expected date of return.

(iv) Fitness For Duty. Prior to returning from an FMLA leave involving their own serious health condition, an employee may be required to successfully pass a fitness for duty examination to be paid for by the Company.

(v) Failure to Return. An employee who fails to return upon the expiration of an approved FMLA leave will be considered a voluntary quit.

D. Employer Responsibilities.

(i) Privacy: The employer can assign a physician or representative from Health Services or Human Resources to contact the employee's health care provider to clarify information in a FMLA certification. No one in supervision will contact employee's health care provider. Records relating to FMLA leaves, requests, and certifications or medical histories must be maintained as confidential medical records separate from usual personnel files.

(ii) Effect on Existing Benefits. Nothing in the FMLA or any amendment shall be construed to diminish the obligation of the employer to comply with any collective bargaining agreement or any employment benefit program or plan that provides greater family or medical leave rights to employees than the rights established under FMLA or any amendment to FMLA.

ARTICLE 22
WAGE RATE CLASSIFICATION

Section 1

When the Company establishes a new classification, combines or separates the duties of existing classifications, or substantially changes the work content of an existing classification, it will notify the Union and establish an hourly rate for the classification.

Section 2

If the Union requests, within five(5) days of being notified of the new classification and pay rate, the Company will meet and discuss the pay rate with the Union. If the Union does not agree with the pay rate, it may bypass the steps of the grievance procedure and submit the matter to arbitration if it notifies the Company within ten (10) days.

Section 3

The test of fairness of the Company's rate determination is whether it is in line with the existing rate structure of other jobs in the department, giving proper consideration to the job content and skill involved.

ARTICLE 23
UNION VISITATION

Section 1

Union representatives shall have the right to visit the work place to inspect conditions and to generally carry out the terms of this Agreement, providing they report to a designated Company representative upon entering the plant and so long as such visit does not interfere with operations.

Section 2

The Employer recognizes the right of the Union to designate stewards and alternates from the Employer's seniority list.

ARTICLE 24
SUBCONTRACTING

Section 1

The Company may subcontract as follows:

A.) Operations which have been subcontracted out as of May 24, 1994, may continue to be subcontracted.

B.) The Employer agrees not to subcontract operations currently existing (except as stated in part C below). In the event of a new operation, and the Company desires to subcontract the same, it will notify the Union of its intent. The Union may request a meeting to discuss the same. However, it is expressly understood and agreed the Company may subcontract out such operations,

C.) Waste water treatment may be subcontracted out so long as no employee is laid off or has their hourly rate of pay reduced or has their hours of work reduced.

ARTICLE 25
MEAL PERIODS AND REST PERIODS

Section 1

Relief and meal periods will be scheduled by management

Section 2

Employees will be granted a rest period of fifteen (15) minutes approximately half way through the first portion of their shift, but in no event will it be taken earlier than one and one half (1 1/2) hours from the start of the shift nor later than three (3) hours from the start of the shift. Should an employee be called off their break, at the direction of management, prior to its completion, the employee will be provided with a full uninterrupted break once they have completed the necessary assignment. Casual non-mandatory discussions between management and employees will not constitute an interruption.

Section 3

Employees will be allowed a lunch period **of at least thirty (30) minutes but no longer than thirty-two (32) minutes** (without pay) approximately halfway through the employee's scheduled work day, **however should a governmental agency enact or change laws, regulations, guidance or rules regarding lunch break duration the Company will meet with the Union prior to adjusting the length of the unpaid lunch break accordingly.**

Section 4

Employees will be granted a second rest period of fifteen (15) minutes if the day's work schedule exceeds eight (8) hours and twelve (12) minutes.

Section 5

When it becomes evident that the work will not be completed within twelve (12) hours, the Company will grant a paid fifteen (15) minute rest period after ten and one half (10 1/2) hours for those required to work.

Section 6

Employees required to work ten and one-half (10 ½) hours will be given a meal allowance of five dollars ($5.00).

Section 7

Employees will not be required to work in excess of three and one-half (3 ½) hours without a meal or rest period unless three and three-fourths (3 ¾) hours complete the workday.

ARTICLE 26
VACATIONS

Section 1

A.) In order to be eligible for vacation pay an employee must (a) pass their anniversary date; and (b) worked forty (40) weeks in the preceding anniversary year. Vacation pay shall be calculated on a minimum of a forty (40) hour work week or the average weekly hours worked by the employee for the previous calendar year (whichever is greater) at the rate of pay based on the employees regular hourly rate at the time of vacation.

B.) Weeks worked for consideration of the forty (40) weeks required will include each week during which the employee received a pay check, including up to twelve (12) weeks on workers compensation, or compensated disability under Article 18 Sickness and Accident Policy.

Section 2

Regular full-time employees shall be entitled to: one (1) week of vacation with pay following their first (1st) anniversary with the Company, two (2) weeks after their third (3rd) anniversary with the Company, three (3) weeks after their tenth (10th) anniversary with the Company, four (4) weeks after their twentieth (20th) anniversary with the Company, and five (5) weeks after twenty-five (25) years of service. Employee must pass their next anniversary date to be eligible.

Section 3

Selection of vacations will be by seniority within the work group (by shift) provided the vacation so scheduled will not interfere with the needs of the business.

Section 4

Employees **shall start the** vacation selection **process** no later than **December 1st** of each year. Employees must make vacation selection no later than January 15 of each year. **If a dispute develops between employees as to vacation preference, seniority shall govern.** Employees who have not selected their vacation by February 15, **may take their vacation on a first come, first served basis**. Employees will have between February 15 and March 1 to review schedule of vacation awarded, and may file an objection with Human Resources during that period. Vacation schedules will be posted by March 15. **Notwithstanding the above, employees who successfully bid and transfer into a different job or department after their vacation has been selected are subject to having their vacation rescheduled.**

Section 5.

Employees eligible for more than one (1) weeks vacation may take one (1) week a day at a time. Employees eligible for three (3) weeks or more vacation may take two (2) weeks vacation a day at a time. Pay for each such day will be calculated on eight (8) hours of straight time pay based on the employee's regular hourly rate at the time of the vacation. Vacation pay will not count toward the calculation of overtime.

Section 6.

When requested, employees shall receive vacation pay separate from their regular weekly pay.

ARTICLE 27
LIFE INSURANCE

The Company will make available to employees who have six (6) months or more of employment with the Company, a term group life insurance policy in the amount of $15,000, fully paid by the Company.

See table in Appendix "D".

ARTICLE 28
RETIREMENT PROGRAM

The Company will continue the current JBS 401K Savings Plan, for eligible employees. This Plan will include the following:

- Employee deferral at time of hire;
- Company matching contribution after twelve (12) months of service;
- 50% on the first 4% deferred by the employee;
- Company match may be made in JBS Stock or American Depositary Receipts "ADRs".

- Employee vesting in Company match will continue as follows:
    - Twenty percent (20%) after two (2) years
    - Forty percent (40%) after three (3) years
    - Sixty percent (60%) after four (4) years
    - One hundred percent (100%) after five (5) years

*Participants will continue to pay all current fees and the administrative fees to process a Qualified Domestic Relations Order (QDRO).

ARTICLE 29
FREEZER PAY

Employees required to work four (4) hours or more per day in the freezer will receive an additional fifteen cents (15¢) per hour over their regular rate of pay. The classifications which currently receive are Forklift Offal Transfer, Shipping Lead – Offal Transfer, and Forklift Ground Beef – transfer. However, any worker, future or current, who works more than four (4) hours per day in the freezer shall receive the premium pay.

ARTICLE 30
SHIFT DIFFERENTIAL

Section 1

All regular full-time production employees will be paid ten (10¢) per hour over their regular rate for the entire second shift. Such pay starts at the employee's starting time when the job is classified as a second shift position and continues through the shift.

Section 2

Third Shift - All regular full-time fabrication material handling and inedible and edible rendering production employees will be paid twenty (20¢) per hour over their regular rate for the entire Third Shift. Such pay starts at the employee's starting time when the job is classified as a Third Shift position and continues through the shift. This Article will not apply to any day shift crew regardless of starting time.

ARTICLE 31
MEDICAL, VISION, DENTAL AND DISABILITY

Section 1

During the term of this Agreement, the Company will **maintain a benefits program for all bargaining unit employees who are under the terms of this agreement. This Article will provide a general description of those benefits. The plan document, which may be amended from time to time, will provide the specific terms regarding the rights of the parties and the details of these benefits and will control in the event of a conflict or discrepancy between the general description provided below and the plan document.**

Section 2

In the event any future Health Care Reform legislation is enacted, representatives of the Company and Union will meet to determine the impact of such legislation on the Company's Comprehensive Healthcare plans.

Section 3

As in the past the Company retains the right to select all vendors, third party administrators, service providers, provider networks, and control over all other administrative matters relating to the plans; and modify the terms and conditions for each benefit plan. The Company retains the discretion to modify, and/or amend any benefit plan, except as stated in the Benefits Exhibits provided to the Union.

The Company retains the right to add, modify, delete, or amend benefit initiatives listed below. The Company will discuss any addition, modification, deletion or amendment of benefit initiatives with the Union prior to any change.

Pregnancy Care Initiatives
Radiology Networks & Utilization
Reference Based Pricing (RBP) & Benefits Value Advisors (BVA)
Brand Buy Up / Mandatory Generic Utilization
Alternative Tiered Network – I & II
High Performance Networks
New Prior Authorization Programs (Specialty Drugs)
Voluntary Products (UNUM Hospital Indemnity Plan)

Additionally, the Company may add other benefit initiatives and additional RBP procedures that are not listed on the Exhibit provided to the Union, by mutual consent of the Company and the Union. Should the Union not agree with the initiative, the Company's and Union's benefit actuaries will meet and review whether the initiative will provide a cost savings for the plan and the employees. In the event the actuaries agree that the initiative will provide a cost savings for the plan and the employees, the Company shall have the ability to implement the initiative; if the actuaries cannot agree that it will provide a cost savings for the plan and employees, the matter may be referred to an arbitrator where the only matter to be decided is whether the addition, modification, or amendment of the other benefit initiative will provide cost savings for the plan and the employees. If the arbitrator rules that it will provide a cost savings, the Company may enact the initiative; if the arbitrator rules that it will not provide savings, the Company may not enact the initiative.

In addition, all disputes relating to the scope of the group insurance program, administration of the plan and determination of coverage, are not subject to the grievance and arbitration provisions of the Agreement between the Company and

Union. To that end it is agreed that all disputes arising under the group insurance program in so far as it relates to administration of the plan and determination of coverage will be determined as set forth in the group insurance plan and as allowed by ERISA; no such dispute will be subject to the grievance and arbitration provisions of this agreement.

Section 4

During the term of this Agreement, the Company will make available a Dental Plan for eligible employees the first of the month following ninety (90) days on the active payroll. Employees will pay the full cost, claims and administrative costs, of the plan.

Section 5

During the term of this Agreement, the Company will make available a Vision Plan for eligible employees the first of the month following ninety (90) days on the active payroll. Employees will pay the full cost, claims and administrative costs, of the plan.

Section 6

Pre-tax flex plan will be utilized.

Section 7

For the life of the Agreement, the Company would offer the CDHP plan as an option.

Benefit Exhibit
PPO

PPO Plan (Effective 2015-2019)		
Medical	**In-Network**	**Out-of-Network**
Calendar Year Deductible	$600 / $1,800	$1,800 / $3,600
Company Funded HRA	N/A	N/A
Coinsurance	80%	60%
Out-of-Pocket Maximum	$3,000 / $6,000	No Max.
PCP Copay	$35	Ded. and Coin.
Specialist Copay	$40	Ded. and Coin
Emergency Room	$125 copay plus Ded. and Coin.	$125 copay plus Ded. and Coin.
Urgent Care	$35	Ded. and Coin
Preventive Care	100%	Ded. and Coin

PPO Plan					
Tier	2015	2016	2017	2018	2019
% EE Contribution	13.4%	18.7%	21.6%	22.7%	22.5%
EE Only	$15.00	$19.50	$23.25	$25.50	$24.25
EE+S	$22.00	$34.00	$44.50	$53.25	$55.00
EE+C	$20.50	$28.25	$35.50	$43.50	$43.25
EE+F	$27.75	$46.50	$56.50	$59.75	$69.25

- The contribution amounts for years 2016, 2017, 2018, and 2019 are for guidance purposes only. Contributions for 2016, 2017, 2018, and 2019 will be determined based on percentage during the 3rd quarter of the prior year. The Union will be notified prior to any change. Contributions for 2015 are locked in at the rates above.
- In the final month of the agreement, employees will pay no more than 25% of the cost for a PPO plan.
- During 2016, 2017, 2018 and 2019, the Company and the Union may reach mutual agreement on changes in plan design (items above) in an effort to curb increases to employee's weekly contribution while maintaining total net cost.
- Spousal Surcharge – If members choose to elect spousal coverage for a spouse who is eligible for coverage under his or her employer's health plan, they will pay an additional $25 per week.
- Tobacco Surcharge – If a member or a covered dependent uses tobacco products, medical premiums will be an additional $10 per week.

Benefit Exhibit
CDHP

CDHP (HRA) Plan (Effective 2015-2019)		
Medical	In-Network	Out-of-Network
Calendar Year Deductible	$1,600 / $3,200	$4,000 / $8,000
Company Funded HRA[1]	$500 / $1,000	Same as in Network HRA
Coinsurance	70%	50%
Out-of-Pocket Maximum	$4,000 / $8,000	$12,000 / $24,000
PCP Copay	Ded. and Coin	Ded. and Coin.
Specialist Copay	Ded. and Coin	Ded. and Coin
Emergency Room	Ded. and Coin.	Ded. and Coin
Urgent Care	Ded. and Coin	Ded. and Coin
Preventive Care	100%	Ded. and Coin

CDHP (HRA) Plan					
Tier	2015	2016	2017	2018	2019
% EE Contribution	6.9%	13.4%	17.4%	18.2%	20%
EE Only	$5.50	$11.00	$17.25	$18.50	$19.00
EE+S	$13.25	$25.25	$36.00	$42.75	$46.00
EE+C	$9.75	$20.00	$27.50	$33.25	$34.50
EE+F	$16.50	$34.75	$45.25	$48.50	$65.00

- The contribution amounts for years 2016, 2017, 2018, and 2019 are for guidance purposes only. Contributions for 2016, 2017, 2018, and 2019 will be determined based on percentage during the 3rd quarter of the prior year. The Union will be notified prior to any change. Contributions for 2015 are locked in at the rates above.
- During the term of the agreement, the Company and the Union may reach mutual agreement on changes in plan design (items above) in an effort to curb increases to employee's weekly contribution while maintaining net cost.
- Spousal Surcharge – If members choose to elect spousal coverage for a spouse who is eligible for coverage under his or her employer's health plan, they will pay an additional $25 per week.
- Tobacco Surcharge – If a member or a covered dependent uses tobacco products, medical premiums will be an additional $10 per week.

Benefit Exhibit
Pharmacy Plans 2015

PPO Pharmacy	Retail (<=30 days)	Mail Order (90 days)
Generic Rx	$15	$37.50
Preferred Brand	20% ($25 - $60)	20% ($62.50 - $150)
Non-Preferred Brand	$75	$175
Non-Preferred Brand	35% ($50 - $150)	N/A – use retail

CDHP Pharmacy	Retail (<=30 days)	Mail Order (<=90 days)
Generic Rx	$5	$15.00
Preferred Brand	20% ($20 - $50)	20% ($60 - $150)
Non-Preferred Brand	$75	$175
Specialty	35% ($50 - $150)	N/A – use retail

*Rx Plans subject to change and will mirror the JBS standard pharmacy plans.

ARTICLE 32
NEW MEMBER ORIENTATION

Section 1

Each week during new employee orientations, a representative of the Union will be allowed the opportunity to discuss the Union role at the plant, to answer any questions, and to sign the new employee up for Union membership.

Section 2

When an applicant for employment is hired, the Company, will give the applicant a Union Authorization Card, along with other documents given to newly hired applicants, for signature (i.e., insurance enrollment card). To the extent allowed by law, the Company will explain to the successful applicant that the plant employees are represented by Local 7 and give the employee a Union application. In the event the successful applicant declines to sign the Union Authorization Card, the applicant will be referred to a designated Union representative who will be given a quiet area to explain the advantages of Union representation.

ARTICLE 33
VARIOUS PROVISIONS

Section 1

Bulletin Boards. Seven (7) lockable bulletin boards (slaughter, fabrication, hides, ground beef, cafeteria, shipping, Alvey) shall be made available at the plant at all times for the use of the Union. Notices may be posted on such bulletin boards for matters such as Union meetings, social affairs, Union elections, and other internal Union affairs. All such notices listed above must be signed by an officer of the Union and/or a Business Agent of the Union. The Company will provide a portion of each bulletin board mentioned above for the Union's use. The Union agrees that it will not post any notice which in the sole judgment of the Company contains defamatory materials, anything critical of the Company or anything that appears to be a personal attack on any employee of the Company.

Section 2

Paychecks

A.) **It is agreed the method** with which the Company pays the employees will state all deductions, hourly rates, hours worked, straight time and overtime. It is understood and agreed that the employees shall be paid on a weekly basis.

B.) **It is agreed the method by which the Company can pay employees may include any acceptable means, to include, paychecks, cash, direct deposit, paycards, debit cards,**

etc. If the Company elects to change its method of payment they will first meet with the Union to discuss the change. It is further agreed that employees may opt out of direct deposit and paperless check delivery system. Any employee who opts out of the electronic and/or paperless payment delivery system will receive their check by mail weekly.

C.) Any pay discrepancy of forty dollars ($40.00) or greater shall be adjusted in the same week of error. Any pay discrepancy of less than forty dollars ($40.00) shall be adjusted for the following week.

D.) Paychecks shall be distributed no later than the beginning of lunch break on Friday for A shift and no later than the beginning of lunch break on Thursday for B shift.

Section 3

I.D. Badges. The Company agrees to provide one (1) I.D. badge or card, at no cost, to the employees. Thereafter, the cost to replace lost I.D. badges or cards will be no more than five dollars ($5.00).

Section 4

Neutrality. The Company shall do what is necessary to ensure its officers, representatives, supervisors and/or agents shall not attempt to influence a Colorado Labor Peace Act election or any internal Union election campaign and/or vote.

Section 5

The Company will secure the Fabrication and Slaughter main chain speed controls with a Company and Union lock. In the event the chain speed needs to be adjusted, the Company will notify a Union representative who will be present for the adjustment. The Union will ensure that representatives are available at all times should management determine that the chain speed needs to be adjusted. It is further agreed that the Union will not delay chain speed adjustment. The grievance provisions of this Agreement may be used should the Company or the Union disagree over the application of this section.

Section 6

Recorded Call-In Line. The Company agrees they will install, within three (3) months of ratification, a recorded call-in line that employees will be required to use when calling in to report their absence to work. Such line will record all call-ins, the Company will maintain a record of such call-ins for up to ninety (90) days and all recording will be made available to the Union.

ARTICLE 34
MULTI-CULTURAL EDUCATIONAL TRUST FUND

The Company agrees to contribute $25,000 to a joint multi-cultural trust fund in the initial year of the agreement. Each year thereafter the Company will contribute an amount necessary, up to $25,000, the uncommitted balance of the Trust up to $25,000.

The Fund may be used to encourage diversity, education and/or cultural activities that may enhance the wellbeing of workers.

ARTICLE 35
WAIVER, ENTIRE AGREEMENT AND SEVERABILITY

Section 1

Entire Agreement. This is the complete Agreement providing all benefits to which any employee may be entitled, and it is expressly understood and agreed that the Company has no obligation to any employee or employees other than those provided herein.

Section 2

Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 3

Amendments. Any modification or supplement to this Agreement to be effective must be reduced to writing and executed by the designated representatives, of each party.

Section 4

In the event any provision of this Agreement should be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement; and further, should any federal or state law, government rule or regulation issued by any of its departments, agencies or representatives affect any provision of this Agreement, the provision, or provisions, so affected shall be made to conform to the law or

determination, and all other provisions not so affected shall continue in full force and effect.

ARTICLE 36
DURATION OF AGREEMENT

Section 1

This Agreement shall be effective beginning **July 22, 2014** and shall remain in full force and effect until midnight, Sunday, **July 21, 2019**. Either party may, on or before sixty (60) days prior to the expiration date of this contract, give notice to terminate the Agreement. If such notice is not given, the Agreement shall renew itself for successive one (1) year periods until notice is given. Such notice shall be given by registered or certified mail **by either party by written notice mailed to the Company at its Corporate Headquarters in Greeley, Colorado, or to the United Food and Commercial Workers Local 7 at its Wheat Ridge offices**.

Section 2

The parties to this agreement, JBS USA, LLC and the United Food and Commercial Workers, Local 7, hereby agree that within sixty (60) days before the end of the third year of this Agreement, they will meet and confer regarding whether to modify the provisions of Article 31 (Medical, Vision, Dental and Disability), including discussions surrounding a primary care clinic. If the parties are unable to fully agree to a modification of the existing Article or enter into an agreement on a new Article before the end of the third year, the parties agree that this Agreement and all of its terms will continue for the remaining two years of the agreement without modification.

DATED this 13 day of July, **2015**.

United Food and Commercial Workers, Local 7

Kim C. Cordova
UFCW Local 7 President

JBS, USA LLC

Eric Ray
JBS

BARGAINING COMMITTEE RECOMMENDATION

Contract Negotiations between JBS USA, LLC for its Greeley Beef Plant and the United Food and Commercial Workers International Union, Local 7R.

July 17, 2014 – Tentative Agreement

The below represents a Tentative Agreement between JBS USA, LLC for its Greeley, Colorado facility and the United Food and Commercial Workers International Union, Local 7R that has been fully recommended the Union's bargaining committee and is contingent on successful ratification by the Union membership. This Tentative Agreement is inclusive of all previously tentatively agreed to items. If this Agreement is not ratified by midnight July 27, 2014, it shall be withdrawn in its entirety.

Union Bargaining Committee Recommendation

By way of this letter, we, the Committee, recommend to accept this contract.

Ramiro Ayala

Tim Gavaldon

Terrin Hahlen

James Suazo

Suazo 07/17/14

Federico Lopez

Nicolas Ruiz Palma

KH

APPENDIX "A"
(WAGES)

The minimum start rate and the wage progression will be as follows:

Start Rate:	$10.50
After 30 Days	$10.75
After 60 Days	$11.00
After 90 Days	Base Rate

On the first Monday following ratification of this Agreement, employees in the progression will move to the new rate for their length of service.

All regular full-time production employees who have completed ninety (90) days of employment shall receive the following base rate:

- Effective **the first Monday following ratification, July 28, 2014**, **retroactive to expiration** the base rate will be increased by **sixty cents** ($0.**60**) per hour to $**14.15**.
- **Effective the first Monday following the first anniversary of ratification, July 27, 2015, the base rate will be increased by twenty-five cents ($0.25) per hour to $14.40.**
- **Effective the first Monday following the second anniversary of ratification, July 25, 2016, the base rate will be increased by twenty cents ($0.20) per hour to $14.60.**
- **Effective the first Monday following the third anniversary of ratification, July 24, 2017, the base rate will be increased by thirty cents ($0.30) per hour to $14.90.**
- **Effective the first Monday following the fourth anniversary of ratification, July 23, 2018, the base rate will be increased by forty-five cents per hour ($0.45) to $15.35.**

Starting rate increase will be extended for any absence beyond one (1) week. Such extension will be for the length of the absence.

Job Wage differentials are as follows:

Group 7	Base Rate	+	$3.75/hour
Group 6	Base Rate	+	$2.50/hour
Group 5	Base Rate	+	$1.85/hour
Group 4	Base Rate	+	$1.20/hour
Group 3	Base Rate	+	$0.70/hour
Group 2	Base Rate	+	$0.40/hour
Group 1	Base Rate	+	$0.20/hour

The rates of pay include compensation for time spent changing into and out of work clothes, including safety clothing and/or equipment, except as otherwise provided by settlement agreement (donning and doffing) dated September 11, 2000

The parties agree that the Going Forward Agreement, executed on September 11, 2000 is by reference made a part of this contract.

Lead People and Hourly Trainers will be paid thirty cents ($0.30) over the highest grade in the area they are assigned.

Grade Pay Throughout Contract					
Grade	**7/28/2014**	**7/27/2015**	**7/25/2016**	**7/24/2017**	**7/23/2018**
Grade 7	**$17.90**	**$18.15**	**$18.35**	**$18.65**	**$19.10**
Grade 6	**$16.65**	**$16.90**	**$17.10**	**$17.40**	**$17.85**
Grade 5	**$16.00**	**$16.25**	**$16.45**	**$16.75**	**$17.20**
Grade 4	**$15.35**	**$15.60**	**$15.80**	**$16.10**	**$16.55**
Grade 3	**$14.85**	**$15.10**	**$15.30**	**$15.60**	**$16.05**
Grade 2	**$14.55**	**$14.80**	**$15.00**	**$15.30**	**$15.75**
Grade 1	**$14.35**	**$14.60**	**$14.80**	**$15.10**	**$15.55**
Base	**$14.15**	**$14.40**	**$14.60**	**$14.90**	**$15.35**

Fabrication Base Jobs		
Dept.	**Grade**	**Title**
Fab	00	Add Inserts
Fab	00	Bag Flap Meat
Fab	00	Bag Ball Tip
Fab	00	Bag Cap Lifter Meat
Fab	00	Bag Chuck Finger Meat
Fab	00	Bag Chuck Tender
Fab	00	Bag D-Shank
Fab	00	Bag Finger Meat
Fab	00	Bag Flank Steak
Fab	00	Bag Flatiron
Fab	00	Bag Inside Skirt
Fab	00	Bag Loin Tail
Fab	00	Bag Outside Skirt
Fab	00	Bag Pectoral
Fab	00	Bag Plate Finger Meat
Fab	00	Bag Riblets
Fab	00	Bag Rose Meat
Fab	00	Bag Teres Muscle
Fab	00	Bag Top Butt Caps
Fab	00	Bag Tri Tip

Fabrication Base Jobs		
Dept.	**Grade**	**Title**
Fab	00	Box Femur Bone
Fab	00	Box Finger Meat
Fab	00	Box Rose Meat
Fab	00	BPI Clean Up/Set Pallets
Fab	00	BPI Fill Combos
Fab	00	BPI Picker
Fab	00	Clean Up
Fab	00	Clean Up Locker Room
Fab	00	Clip Off Brisket Bone
Fab	00	Combo Maker
Fab	00	Combo Monitor
Fab	00	Combo-Cleanup
Fab	00	Custodian
Fab	00	Drop Arm Bone
Fab	00	Drop Pallets
Fab	00	Dump Tubs
Fab	00	Dumping Grinder Helper
Fab	00	Hang Boxes
Fab	00	Inject CO2 - Chuck
Fab	00	Inject CO2 - Rib
Fab	00	Inject CO2 - Round
Fab	00	Laundry Operator
Fab	00	Mark Wing
Fab	00	Monitor Chuck Trim
Fab	00	Open Leakers
Fab	00	Operate Baader
Fab	00	Operate Block Grinder
Fab	00	Operate Dumper
Fab	00	Operate Grinder/GB
Fab	00	Operate Indexer
Fab	00	Operate Tenderizer
Fab	00	Pick Product
Fab	00	Pick Product Conveyor
Fab	00	Pick Product Out of Bone Belt
Fab	00	Pick Vertebra
Fab	00	Pull Kidney Fat
Fab	00	Pull Rose Meat
Fab	00	Rehang Round
Fab	00	Reject Person
Fab	00	Rework After Meat Master
Fab	00	Rework Ground Beef
Fab	00	Set Pallet/Combo Maker - Chuck
Fab	00	Shackle Chuck
Fab	00	Sort Rope Meat

Fabrication Base Jobs		
Dept.	**Grade**	**Title**
Fab	00	Stage Clod
Fab	00	Stage Loin Product
Fab	00	Stage Round
Fab	00	Stage Strip
Fab	00	Toss Butt Bone
Fab	00	Unhook Round
Fab	00	VA Bag Dice Product
Fab	00	VA Bag Sliced Product
Fab	00	VA Operate Dicer
Fab	00	VA Transfer Product

Fabrication Grade 01 Jobs		
Dept.	**Grade**	**Title**
Fab	01	Bag Brisket
Fab	01	Bag Chuck
Fab	01	Bag Chuck Flap
Fab	01	Bag Chuck Short Rib
Fab	01	Bag Clod
Fab	01	Bag Knuckle
Fab	01	Bag Navel
Fab	01	Bag Rib
Fab	01	Bag Round
Fab	01	Bag Short Loin/Strip
Fab	01	Bag Short Ribs
Fab	01	Bag Tenderloin
Fab	01	Bag Top Butt
Fab	01	Band Combo
Fab	01	Box & Palletize Back Strap
Fab	01	Box Back Rib
Fab	01	Box Bag Meats
Fab	01	Box Brisket
Fab	01	Box Chub
Fab	01	Box Chuck
Fab	01	Box Chuck Riblet
Fab	01	Box Knuckle
Fab	01	Box Loin
Fab	01	Box Navel
Fab	01	Box Rib
Fab	01	Box Round
Fab	01	Box Skirt
Fab	01	Box Tenderloin
Fab	01	Box Top Butt
Fab	01	Box Trim/Rework
Fab	01	Box-Label-Palletize

Fabrication Grade 01 Jobs		
Dept.	**Grade**	**Title**
Fab	01	Clean Paddle Bones
Fab	01	Cooler Operators
Fab	01	Drop Head of Tender
Fab	01	Floor Loaders
Fab	01	Leaker Auditor
Fab	01	Operate Grinder/GB
Fab	01	Operate Six Shooter
Fab	01	Palletize Chub
Fab	01	Palletize Trim
Fab	01	Pull Knuckle
Fab	01	Pull Paddle Bone
Fab	01	Stack Boxes
Fab	01	Stretch Wrap
Fab	01	Temp Combo
Fab	01	Upgrade Product
Fab	01	VA Box Slice Product
Fab	01	VA Operate Slicer

Fabrication Grade 02 Jobs		
Dept.	**Grade**	**Title**
Fab	02	Bag Center Cut Back Ribs
Fab	**02**	**Bag Person**
Fab	02	Bone Loin Wing
Fab	02	Bone/Peel/Drop Knuckle
Fab	02	Bone Test Whiz Knife
Fab	02	Bone/Peel/Drop Knuckle
Fab	02	Box Erector
Fab	02	BPI Manifestor
Fab	02	Check for Spinal Cord
Fab	02	Clean Back Ribs
Fab	02	Clean Chuck Short Rib Bones
Fab	02	Clean Plate Bones
Fab	02	Clean Rib Bone
Fab	02	Combo Manifestor
Fab	02	Cut Keyboard Operator
Fab	02	Dejoint Femur Bones
Fab	02	Drop Flap Meat
Fab	02	Drop Wing
Fab	02	Inventory Walker System
Fab	02	Mark Ball Tip On Chain
Fab	02	Mark Brisket
Fab	02	Mark Inside Skirt
Fab	02	Mark Rose Meat
Fab	02	Mark Tri Tip

Fabrication Grade 02 Jobs		
Dept.	**Grade**	**Title**
Fab	02	Mark/Pull Round Cap
Fab	02	Operate Brisket Saw
Fab	02	Operate Case Sealer
Fab	02	Operate Cryovac
Fab	02	Operate Extruder
Fab	02	Operate Skinner - Round
Fab	02	Operate Skinner - Skirts
Fab	02	Operate Skinner - Top Butt Caps
Fab	02	Operate Skinner Loin Tails
Fab	02	Operate Tray Former
Fab	02	Palletize Chub
Fab	02	Pop Feather Bones
Fab	02	Pull Flank
Fab	02	Pull Hanging Tender
Fab	02	Pull/Trim D-Shank
Fab	02	Recondition Meat
Fab	02	Saw Butt Bone
Fab	02	Saw Center Cut Back Ribs
Fab	02	Saw Hock
Fab	02	Saw Short Rib
Fab	02	Separate Arm/Brisket
Fab	02	Separate Top Butt
Fab	02	Size BBQ Plate
Fab	02	Square Naval
Fab	02	Trim BBQ Plate
Fab	02	Trim Bnls Chuck Short Rib
Fab	02	Trim Bottom Butt
Fab	02	Trim Chuck Square
Fab	02	Trim Chuck Tender
Fab	02	Trim Contamination
Fab	02	Trim D-Shank
Fab	02	Trim Eye of Round
Fab	02	Trim Flank
Fab	02	Trim Flap Meat
Fab	02	Trim Flat and Point
Fab	02	Trim Hanging Tender
Fab	02	Trim Inside Round
Fab	02	Trim Inside Skirt
Fab	02	Trim Knuckle
Fab	02	Trim Length on Ribs
Fab	02	Trim Loin Tail
Fab	02	Trim Outside Skirt
Fab	02	Trim Pectoral
Fab	02	Trim Plate

Fabrication Grade 02 Jobs		
Dept.	**Grade**	**Title**
Fab	02	Trim Rib Cap Extension Meat
Fab	02	Trim Rib Cap Lifter Meat
Fab	02	Trim Round Flat
Fab	02	Trim Scapula Meat
Fab	02	Trim Skirts
Fab	02	Trim Teres Muscle
Fab	02	Trim Top Butt Cap
Fab	02	Upgrade Product With Knife
Fab	02	Upgrade Trim From Short Rib
Fab	02	VA Operate Skinner/Chuck Tender
Fab	02	VA Operate Skinner/Clod Heart
Fab	02	VA Operate Skinner/Flap Meat
Fab	02	VA Operate Skinner/Flat Iron
Fab	02	VA Operate Skinner/Teres Muscle
Fab	02	VA Separate Flat Iron
Fab	02	VA Trim Chuck Tender
Fab	02	VA Trim Clod Heart
Fab	02	VA Trim Flap Meat
Fab	02	VA Trim Flat Iron
Fab	02	VA Trim Teres Muscle
Fab	02	Whiz Button Bone
Fab	02	Whiz Cartilage
Fab	02	Whiz Knife Pin Bone Cartilage
Fab	02	Whiz Rose Meat

Fabrication Grade 03 Jobs		
Dept.	**Grade**	**Title**
Fab	03	BPI Pallet Jack
Fab	03	Cardboard Bailer
Fab	03	Clean Brisket Bone
Fab	03	Export Helper
Fab	03	Forklift Dumper
Fab	03	Forklift Inbound
Fab	03	Forklift Outside
Fab	03	Forklift Shipping
Fab	03	Forklift Take Away
Fab	03	Forklift Trim
Fab	03	Forklift Trim Upper
Fab	03	Mark/Pull Eye
Fab	03	Operate Forklift/Weigh Pallets
Fab	03	Operate Pallet Jack
Fab	03	Pull Chuck Tender
Fab	03	Rework/Operate Pallet Jack
Fab	03	Trim Chuck

Fabrication Grade 03 Jobs		
Dept.	**Grade**	**Title**
Fab	**03**	**Trim Clod**
Fab	03	Trim Short Rib
Fab	**03**	**Trim Strips**
Fab	03	Trim Tenderloin
Fab	03	Trim Top Butt

Fabrication Grade 04 Jobs		
Dept.	**Grade**	**Title**
Fab	04	Bone Aitch
Fab	04	Bone Arm
Fab	04	Bone Foreshank
Fab	04	Bone Hind Shank
Fab	04	Bone Plate
Fab	04	Bone Short Rib
Fab	04	Drop Gooseneck/Peel Heel
Fab	04	Knife Room Straight
Fab	04	Knife Room Whizard
Fab	04	Mark Knuckle
Fab	04	Mark Paddle Bone
Fab	04	Mark/Pull Outside Skirt
Fab	04	Pull Pectoral/Bone Arm
Fab	04	Saw Chuck
Fab	**04**	**Saw Rib /Chuck**
Fab	04	Saw Shell
Fab	04	Sharpen Slicer Blades
Fab	04	Split Forequarter

Fabrication Grade 05 Jobs		
Dept.	**Grade**	**Title**
Fab	05	Bone Strip
Fab	05	Bone Top Butt
Fab	05	Saw Chine
Fab	05	Saw Hind Split
Fab	05	Saw Rib
Fab	05	Saw Wing
Fab	05	Seam Inside Round
Fab	05	Walking Steward

Fabrication Grade 06 Jobs		
Dept.	**Grade**	**Title**
Fab	06	Bone Chuck
Fab	06	Bone Rib
Fab	06	Bone Tenderloin
Fab	06	Pull Clod
Fab	06	Shag Driver

Fabrication Grade 07 Jobs		
Dept.	**Grade**	**Title**
Fab	07	Bone Chuck – Black Hat
Fab	07	CDL Town Driver
Fab	07	Pull Clod – Black Hat

Slaughter Base Jobs		
Dept.	**Grade**	**Title**
Slaughter	00	Bag Box Kidney/Tendon
Slaughter	00	Bag Fresh Livers
Slaughter	00	Bag Tongue & Tag
Slaughter	00	Bag/Box Tails
Slaughter	00	Blow Off Hock
Slaughter	00	Box Add Dry Ice/Lid
Slaughter	00	Box Fresh Offal
Slaughter	00	Box Weasand Meat
Slaughter	00	Clean Up
Slaughter	00	Cleanup Locker Room
Slaughter	00	Clip Tails
Slaughter	00	Cover Brisket
Slaughter	00	Cut Intestine to Length
Slaughter	00	Custodian
Slaughter	00	Cut Off 1st Hind Leg
Slaughter	00	Cut Off 2nd Hind Leg
Slaughter	00	Cut Off Dew Claw
Slaughter	00	Cut Off Front Hock
Slaughter	00	Find A-40 Tongues
Slaughter	00	Flush Head
Slaughter	00	Flush Weasand
Slaughter	00	Hang Ear Tag
Slaughter	00	Hang Off 2nd Leg
Slaughter	00	Hot Box Out Feeder
Slaughter	00	Hot Cattle Spacer
Slaughter	00	Insert Bungee Cord
Slaughter	00	Laundry Operator
Slaughter	00	Load Sales Coolers
Slaughter	00	Mark/Clip Idle Bone

Slaughter Base Jobs		
Dept.	**Grade**	**Title**
Slaughter	00	Pull Off Paunch/Intestine
Slaughter	00	Re-box Tongue
Slaughter	00	Remove Bungee Cord
Slaughter	00	Remove Plastic – Condemn Cage
Slaughter	00	Remove Shackle
Slaughter	00	Remove Spinal Sheath
Slaughter	00	Rinse Inside of Carcass
Slaughter	00	Sanitize 1st Hock
Slaughter	00	Sanitize 2nd Hock
Slaughter	00	Sanitize Front Hock
Slaughter	00	Scaler Helper
Slaughter	00	Scan Tags
Slaughter	00	Scrape Ribeye/Load Indexer
Slaughter	00	Space Carcass
Slaughter	00	Squeegee
Slaughter	00	Stamp & Record 30+
Slaughter	00	Stamp Beef (Coolers)
Slaughter	00	Steam Vac Arm Pit
Slaughter	00	Steam Vac Inside Pattern
Slaughter	00	Steam Vac Inside Round
Slaughter	00	Stem Vac Midline
Slaughter	00	Steam Vac Round Area
Slaughter	00	Tag Carcass at Gut Table
Slaughter	00	Tie Intestine
Slaughter	00	Transfer Kidneys & Sweetbread
Slaughter	00	Tuck Tail/Stamp Angus/Put Plastic
Slaughter	00	Un-Bag Tongue
Slaughter	00	Vacuum Hide
Slaughter	00	Vacuum Midline
Slaughter	00	Wash Bung/Hind Leg
Slaughter	00	Wash Cattle
Slaughter	00	Wash Mouth/Tuck Tongue
Slaughter	00	Wash Spacers
Slaughter	00	Wash Trolley
Slaughter	00	Wrap & Pack Tongue

Slaughter Grade 01 Jobs		
Dept.	**Grade**	**Title**
Slaughter	01	Apply Wax Paper
Slaughter	01	Bag Head Meat
Slaughter	01	Bag Small Intestines – Small Bag
Slaughter	01	Bone Hearts
Slaughter	01	Box Abomasum
Slaughter	01	Box Maker

Slaughter Grade 01 Jobs		
Dept.	**Grade**	**Title**
Slaughter	01	Box Small Intestine
Slaughter	01	Cut Intestines from Paunch
Slaughter	01	Cut Off Bile Bag / Aside Liver
Slaughter	01	Cut Off Blanket Fat/Aside Fat
Slaughter	01	Dehorn
Slaughter	01	Dump Paunch
Slaughter	01	Flush Small Intestine
Slaughter	01	Hang Carcass Tag
Slaughter	01	Hang Paunch
Slaughter	01	Mark Foreshank
Slaughter	01	Offal Box Strapper
Slaughter	01	Operate Scalded/HC Tripe Refiner
Slaughter	01	Operate Scalded/HC Tripe Washer
Slaughter	01	Pack Omasum
Slaughter	01	Pack Scalded, HC Tripe
Slaughter	01	Palletize Product
Slaughter	01	Pop Kidney
Slaughter	01	Presenter (USDA)
Slaughter	01	Pull Blanket Fat, Separate Stomachs
Slaughter	01	Remove Kidney
Slaughter	01	Remove Tail & Hang
Slaughter	01	Rinse Abomasum
Slaughter	01	Round Runner
Slaughter	01	Save Abomasum
Slaughter	01	Save Sweet Bread
Slaughter	01	Save Tendon
Slaughter	01	Saw Omasum
Slaughter	01	Scale and Pack Small Intestine
Slaughter	01	Separate Heart / Lung, Aside Products
Slaughter	01	Separate Omasum
Slaughter	01	Strip Weasand
Slaughter	01	Temp Product
Slaughter	01	Tip Tail/Remove Plastic
Slaughter	01	Trim Abomasum
Slaughter	01	Trim Back of Carcass
Slaughter	01	Trim Brisket/Shank
Slaughter	01	Trim Cont B/F 180 Wash
Slaughter	01	Trim Cont Before Prewash
Slaughter	01	Trim Contamination
Slaughter	01	Trim Contamination (Folds/Flaps)
Slaughter	01	Trim Face Place
Slaughter	01	Trim Final
Slaughter	01	Trim High Hock / Round
Slaughter	01	Trim Neck

Slaughter Grade 01 Jobs		
Dept.	**Grade**	**Title**
Slaughter	01	Trim Salivary Gland
Slaughter	01	Trim Tongue
Slaughter	01	Trim Tripe/Split Honeycomb
Slaughter	01	Trim, Brand Heart / Pack
Slaughter	01	Trimmer (QA)
Slaughter	01	Upgrade Tongue Trim
Slaughter	01	Wash Omasum
Slaughter	01	Wash, Trim and Pack Sweet Breads
Slaughter	01	Whiz Contamination/Neck Area

Slaughter Grade 02 Jobs		
Dept.	**Grade**	**Title**
Slaughter	02	Bag Tongue
Slaughter	**02**	**Combo Pet Food**
Slaughter	02	Cut Off Ears
Slaughter	02	Cut Off Eyelid/Ear Cart/Lips
Slaughter	02	Dehorn/Cut Off Carcass Ears
Slaughter	02	Dejoint Head
Slaughter	**02**	**Drive Cattle**
Slaughter	02	Ground Keeper
Slaughter	02	Operate Cryovac
Slaughter	02	Operate Skinner/Tongues
Slaughter	**02**	**Operate Tail Puller**
Slaughter	02	Recondition Tails
Slaughter	02	Remove Missplits
Slaughter	02	Rip Belly
Slaughter	**02**	**Save Pet Food**
Slaughter	02	Trim Contamination - Pattern
Slaughter	02	Trim Head (USDA)
Slaughter	02	Trim Head/Remove 30+ Bags
Slaughter	02	Trim Rounds/Watch Indexer
Slaughter	02	Trim Tail
Slaughter	02	Trim/Skin Livers
Slaughter	02	Whiz Contamination Round
Slaughter	02	Whiz Pelvic Fat

Slaughter Grade 03 Jobs		
Dept.	**Grade**	**Title**
Slaughter	**03**	**Down Puller**
Slaughter	03	Drop and Hang Tongue
Slaughter	03	Dump Inedible Combo
Slaughter	03	Dump Vertebrae Truck
Slaughter	03	Forklift Hide Shipping
Slaughter	03	Forklift Hide Take Up

Slaughter Grade 03 Jobs		
Dept.	**Grade**	**Title**
Slaughter	03	Forklift Inedible Co-Products
Slaughter	03	Forklift Variety Meats
Slaughter	**03**	**Hang Hide After Flesher**
Slaughter	**03**	**Hang Hide Before Flesher**
Slaughter	03	Mark/Saw Brisket
Slaughter	03	Open Hide - Neck
Slaughter	03	Open Neck
Slaughter	**03**	**Operate Side Puller**
Slaughter	03	Pre Gutter
Slaughter	03	Pre Gutter/Pull Bung
Slaughter	03	Rim Over Brisket
Slaughter	03	Sticker (Stick Jugular)
Slaughter	**03**	**Tank Puller**
Slaughter	**03**	**Tie Bung**
Slaughter	03	Trim Jaw Bone
Slaughter	03	Trim Jaw Bone/Head
Slaughter	03	Trim Midline
Slaughter	03	Weasand Rodder
Slaughter	03	Whiz Contamination - Brisket
Slaughter	03	Wrap & Pack Tongue

Slaughter Grade 04 Jobs		
Dept.	**Grade**	**Title**
Slaughter	04	1st Butter
Slaughter	04	2nd Butter
Slaughter	04	Cap Bung
Slaughter	04	Cheeker
Slaughter	04	Chisel Head
Slaughter	04	Drop Bung/Dejoint Tail
Slaughter	**04**	**Hang Head**
Slaughter	04	Knife Room Straight
Slaughter	04	Low Backer/Tail Puller
Slaughter	04	Mark Pattern From Cod Fat to Navel
Slaughter	04	Mark Pattern From Tail to Cod Fat
Slaughter	04	Open Hide on 1st Leg
Slaughter	04	Open Hide on 2nd Leg
Slaughter	**04**	**Operate Flesher/Trim Shank**
Slaughter	04	Remove Liver, Spread Viscera
Slaughter	04	Remove Mud Balls
Slaughter	04	Remove Pizzle/Udder, Hock Hole
Slaughter	04	Rumper
Slaughter	04	Scan Box
Slaughter	**04**	**Shackler**
Slaughter	04	Sharpen Air Knives

Slaughter Grade 04 Jobs		
Dept.	**Grade**	**Title**
Slaughter	04	Skin Hide From Inside of 1st Leg
Slaughter	04	Skin Hide From Inside of 2nd Leg
Slaughter	04	Skin Hide From Outside of 1st Leg
Slaughter	04	Skin Hide From Outside of 2nd Leg
Slaughter	04	Temple Head
Slaughter	04	Trim High
Slaughter	04	Trim Low

Slaughter Grade 05 Jobs		
Dept.	**Grade**	**Title**
Slaughter	05	Clear Gullet
Slaughter	05	Flanker
Slaughter	**05**	**Hide Grader**
Slaughter	05	Low Backer
Slaughter	05	Rib Beef
Slaughter	05	Saw Rib
Slaughter	**05**	**Trim Contamination for USDA High**
Slaughter	**05**	**Trim Contamination for USDA Low**
Slaughter	05	Trim Outrail

Slaughter Grade 06 Jobs		
Dept.	**Grade**	**Title**
Slaughter	06	Clean Up GEL Operator
Slaughter	06	Clean Up Inedible Operator
Slaughter	06	Condemn Cage/Open Paunch
Slaughter	06	Gutter
Slaughter	06	Load Out
Slaughter	06	Operate Blood Cooker
Slaughter	06	Operate Cooker
Slaughter	06	Operate Cooker/CIP
Slaughter	06	Operate Daff
Slaughter	06	Operate Grinder
Slaughter	06	Operate Hammermill
Slaughter	06	Operate Mobile Track
Slaughter	06	Operate Split Saw
Slaughter	06	Wastewater Operator

Slaughter Grade 07 Jobs		
Dept.	**Grade**	**Title**
Slaughter	**07**	**Knocker**

APPENDIX "B"

QUICK START

Section 1

The parties have agreed to a rate progression acceleration program, hereafter referred to as "Quick Start," to waive the starting rate progression for new employees.

Section 2

An employee also shall become ineligible for Quick Start and therefore be paid under the regular progression where:

A.)

The employee is on restricted duty for a non-occupational illness or injury for a period exceeding thirty-two (32) days, in which case the employee loses Quick Start and group pay.

B.)

An employee who has a work related injury or illness, reaches Maximum Medical Improvement and is placed on a lower paying job.

APPENDIX "C"

WELLNESS & PERSONAL DAYS

Section 1. Wellness Day

Regular, full-time employees who report on time and who work all scheduled hours and days in a "quarterly attendance period" will be eligible for a "Wellness Day." Employees who successfully complete their probationary period having reported on time and who have worked all scheduled hours and days as defined below will participate retroactively. Only employees hired prior to April 12, 2010 will be eligible to participate in the Wellness Days outlined below.

Those employees who report on time and who work all scheduled hours and days in the defined quarterly attendance period will receive one (1) day of excused compensated time off. The employee will be paid eight (8) hours of straight time pay for the absence, or may elect to receive the equivalent pay in lieu of time off.

The quarterly attendance periods will be:
April 1st – June 30th
July 1st – September 30th
October 1st – December 31st
January 1st – March 31st

The Program year will be from April 1 through March 31.

The first quarterly period will begin April 1, 2010. Any absence prior to ratification will not be used to disqualify employees from Wellness and Personal Days program during the first quarterly period. By the end of the first quarterly period, the Company will post the number of bank days, previously earned, for each eligible employee. Employees may carry the previously earned banked days until such time they are used or paid in lieu of time off. Employees may not carry future earned Wellness Days from one program year to the next. Any days earned in the previous program year and not taken or paid will be paid out by the end of the first month of the next program year.

The employee's immediate supervisor must approve scheduling of all Wellness Days or pay in lieu of time off. Scheduling of all paid absences must be requested in writing on a vacation request form and approved by the employee's immediate supervisor.

To be eligible for the Wellness Day, the regular, full-time employee must work all scheduled hours and days in the respective quarterly attendance period. However, employees will not be denied a Wellness Day for absences outlined in section 3 below. Employees on a leave of absence in excess of fourteen (14) days will not be eligible to earn Wellness Days in any quarterly eligibility period in which the leave of absence occurs.

Section 2.

Personal Days –

The Personal Day program outlined below will be effective on 11/22/2004.

A) Employees who have successfully completed their probationary period will be allowed seven and one-half (7.5) personal days in a rolling six (6) month period. Employees will be able to use up to four (4) Personal Days in one-half (½) day increments with advanced notice, or for tardy and home early situations.

B) If Personal Days are taken consecutively, each individual day will be charged against the unpaid seven and one-half (7.5) Personal day allotment. However, employees may not use more than seven and one-half (7.5) personal days in any rolling six (6) month period. Employees will receive written notices on their third (3rd) and fifth (5th) absence in a six month period, provided they are present to receive them.

C) Employees who are absent beyond the allowed seven and one-half (7.5) unpaid Personal days in a rolling six (6) month period, except for reasons specified in section 2 below, will be separated from the Company.

D) Employees who call one-half (½) an hour prior to their schedules start time and report within two (2) hours of that time will be charged one half (½) one full unpaid Personal Day. Employees who call one-half (1/2) an hour prior to their scheduled start time, but report two (2) hours or more after their scheduled start time will be charged one (1) unpaid Personal Day. Employees who go home early, with approval of their supervisor, will be charged for (½) of one full unpaid Personal Day if they leave four (4) hours or less from the end of their shift. In the event they leave more than four (4) hours before the end of their shift, they will be charged one (1) full day.

Section 3.

Excused Absences

Employees will not be charged a Personal Day(s) for absences under the following circumstances.

I. Any properly requested leave of absence as provided in the current Collective Bargaining Agreement, provided that it is in excess of two (2) working days.

II. Absences for approved funeral leave.

III. Absences for scheduled vacation time.

IV. Absences covered under the provisions of the Family Medical Leave Act.

V. Absences for Holidays recognized under the current collective bargaining agreement.

VI. Absences for Union Business scheduled in accordance with this agreement.

Should the Company decide to change the terms of the Personal Day/Attendance Policy, it will first allow the Union to provide input and discuss the change. In the event of a change in the Personal Day/Attendance Policy, employees will have their attendance record wiped clean (returned to zero points) at the beginning of the new terms.

APPENDIX "D"

Life Insurance

Life Insurance	Basic Life	Basic AD&D	Supp Life	Supp AD&D	Depend Life	Spousal Depend Life	Children Depend Life	Dependent AD&D	Eligibility Wait
New	$15,000	$15,000	10k – 500k (increments of 10k) Guarantee Issue 100k	equals supp life election		10k to 100k (increments of 10k) Guarantee issue 50k	children 2,500; 5,000; 7,500; 10,000 (children under 6 mo 1,000)	Spouse Only 50% Child(ren) Only 15% up to 50% Full Family 40% spouse, 10% child up to 50% Percentages based on supplemental life enrollment amount maximum is 50% of supplemental amount	First of month following 6 months
Weekly contribution	Company Provided	Company Provided	Age Rated	.04 per 1,000 *	N/A	Age Rated	2,500 .09 ppp 5,000 .13 ppp 7,500 .17 ppp 10,000 .21 ppp *	.015 per 1,000 *	

* All Rates Subject To change

PPP – Per Pay Period

4/9/2010

LETTERS OF UNDERSTANDING
JOINT - LABOR/MANAGEMENT COMMITTEE

The Company and the Union, in order to improve communications and Labor Management Relations and to establish a Labor - Management Committee. Issues that will be discussed will include but not limited to multi-cultural workforce issues, worker's compensation, working environment, INS issues, child care **and crewing. The Union shall, upon request, have a UFCW International Industrial Engineer visit the plant and study jobs verify appropriate crewing standards. The Company shall provide the Union President or Packing House Director an updated crewing list upon the signing of a non-disclosure agreement.**

LETTERS OF UNDERSTANDING
PROTECTION OF RIGHTS

The Company shall promptly notify a steward and the union if the Department of Homeland Security searches and/or apprehends an employee while on Company property regarding an immigration related matter.

LETTERS OF UNDERSTANDING
EXCUSED ABSENCES

Employees will be granted up to fourteen (14) days leave of absence without pay to attend Department of Homeland Security immigration proceedings, including meetings to update paperwork, which require their attendance. If a Department of Homeland Security proceeding is out of state, additional days of leave of absence will be granted. 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 will implement 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.

LETTERS OF UNDERSTANDING
LANGUAGE

It is agreed that the collective bargaining agreement shall be printed in English, Spanish, Somali and Burmese. The Company and Union agree that the English version of this agreement shall be the controlling document for legal and administrative purposes. The Company agrees to equally split the cost for a qualified translator and pay proportionate printing fees of this agreement with the Union.

LETTER OF UNDERSTANDING
REFERENCE, ARTICLE 2 RECOGNITION

It is understood that kill floor knife room technicians are presently classified as management support. Current management support employees in the kill knife room shall remain management support. Any vacancy in the kill floor knife room after September 7, 1997 shall become and remain a bargaining unit position, and shall be bid in accordance with the Job Bidding Article.

The exclusion from the bargaining unit of Scalars and Plant Computer Operators shall apply to the positions, which are excluded as of the date of ratification. Any Scaler or Plant Computer Operator positions which are added, will be discussed between the Company and Union. Inclusion or exclusion status will be determined on the basis of job content compared with existing positions.

LETTER OF UNDERSTANDING
PREPROMOTION SUPERVISOR TRAINING PROGRAM

November 10, 1997

JBS, USA LLC, (hereinafter the Company) and United Food & Commercial Workers International Union Local **7** (hereinafter the Union) have agreed to the following regarding the ninety (90) day Pre-promotion Supervisor Training (hereinafter PST) program effective November 3, 1997, with regard to:

Article 4 Management Rights

Section 1

Employees in the PST and lead persons will not supervise or administer discipline to any other employee while in this program. Management support will not administer discipline.

Section 2

Employees in the PST will be subject to the same restrictions as supervisors for performing bargaining unit work.

Article 5 Check off / Union Security

Employees in the PST will continue to have Union dues deducted from payroll and advanced to the Union, until such time as they receive their anticipated promotion to the supervisor position which is outside the bargaining unit; at that time, the employee is advised to apply for a Union withdrawal card.

Article 9 Seniority

Section 4 Loss of Seniority

Part F

The employee will be considered to have left the bargaining on the first day they are promoted to the anticipated position as a supervisor, and will lose all bargaining unit seniority rights after **seventy-five** (**75**) days from the date of promotion.

Article 10 Job Bidding

Section 1

A vacancy will occur when an employee leaves their position to accept assignment in the PST, and the vacancy will be posted for bid.

Section 8

Employees who do not complete the PST Program or are not promoted to supervisory positions as anticipated may return to their previous job as their seniority permits.

The Company or Union may terminate this agreement with a thirty (30) day written notice.

LETTER OF UNDERSTANDING
DUES CHECKOFF

This Letter of Understanding is entered into by and between JBS, USA LLC for its Greeley, Colorado facility and United Food and Commercial Workers International Union, AFL-CIO, CLC, Local **7**.

During negotiations of the current collective bargaining agreement it was recognized that electronic processing of Union Dues Check-Off would be a more accurate cost effective and a more timely manner of processing the check-off report. The Company agrees to provide the means to achieve this goal as soon as practical.

LETTER OF UNDERSTANDING
ABEYANCE OF WARNINGS

February 10, 2010

This letter is to confirm conversations regarding the going forward process to handle grievances written in response to Verbal Warnings and Written Warnings. The process will be as follows:

1. **If the employee elects to grieve a verbal or written warning they must do so in the steps and timeframes outlined in the Collective Bargaining Agreement.**

2. **These grievances will be discussed at the steps of the grievance process prior to Arbitration.**

3. **If no resolution is reached prior to the arbitration step of the process, the Union may notify the Company that it intends to hold the grievance in abeyance subject to any further progressive disciplinary action being taken based on the abeyance warning.**

4. **If further progressive disciplinary action is taken, which in whole or in part is based on the abeyance warning(s) which have been issued in the last twelve (12) months, the Union may challenge the abeyance warning(s) as well as the most recently issued discipline. The Union must expressly state its intentions to challenge the previous abeyance warning(s) during the grievance process of the subsequent progressive discipline.**

5. **The Union may request, by written notification, the Company physically remove disciplinary warnings that were held in abeyance and no further progressive discipline was registered against that are twelve (12) months from their issue date and the Company will physically remove if so notified. If the Union elects such act, all grievances associated with the discipline will be withdrawn by the Union.**

6. **As this is a new process for the Company and the Union at this location, either party reserves the right to cancel this process and return to the timelines set forth in the Collective Bargaining Agreement. Any cancellation will be provided in writing with a thirty (30) day notice.**

LETTER OF UNDERSTANDING
CONSTRUCTION PROJECT

This Letter of Understanding is entered into by and between JBS USA, LLC for its Greeley, Colorado facility and United Food and Commercial Workers International Union, Local Union 7, is incorporated and made part of the agreement dated April 11, 2010.

In the negotiations that led to this Agreement, the parties reached an understanding that if the Company endeavored to complete a significant construction project that would prohibit the Company from operating for a period of time, the Company and Union will meet to discuss the implications of the project on the provisions of the Agreement.

A significant construction project may include, but not be limited to, a redesign of the kill or fabrication floor, construction of a new kill or fabrication floor, or other significant project that would change the operations.

The provisions to be reviewed and discussed include, but are not limited to:

Article 7 – Guarantee
Article 10 – Job Bidding
Article 11 – Layoff/Job Elimination
Article 22 – Wage Rate Classification
Article 33 – Various Provisions

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into by and between JBS USA, LLC for its Greeley, Colorado facility and United Food and Commercial Workers International Union, Local Union 7R, and is incorporated and made part of the agreement dated April 11, 2010.

During the negotiations that led to this Agreement, the parties identified the following employees who have been "red circled". These employees will maintain **their current amount** over **the** base rate of pay and participate in contractual increases until such time as one of the following occurs.

1. Termination of employment; or
2. They successfully bid another position; or
3. An employee is physically unable to perform the essential functions of the job they were red circled at;

Red Circled Employees:

Ramiro Alvarez
Manuel Silva-Tomayo
Manuel Bautista

LETTER OF UNDERSTANDING
REMOVE LIVER, SPREAD VISCERA

This Letter of Understanding is entered into by and between JBS USA, LLC for its Greeley, Colorado facility and United Food and Commercial Workers International Union, Local Union 7R, and is incorporated and made part of the agreement dated April 11, 2010.

During the negotiations that led to this Agreement, it was agreed that the employees owning the trainer and lead person positions will be red circled at their current rate over base or will be paid in accordance to their newly negotiated rate over base, whichever is higher. This red circle will remain in effect through the duration of this contract as long as the employee retains their position.

During the negotiations that lead to this agreement, it was agreed that employees owning the Remove Liver, Spread Viscera position will remain at $1.65 over base rate. This red circle will remain in effect through the duration of this contract as long as the employee retains their position.

LETTER OF UNDERSTANDING

The Company and Union agree to uphold and make part of this agreement by reference Letter of Understanding #2.

LETTER OF UNDERSTANDING
PPE SETTLEMENT

This Letter of Understanding is entered into by and between JBS USA, LLC for its Greeley, Colorado facility and United Food and Commercial Workers International Union, Local Union 7R, and is incorporated and made part of the agreement dated July 22, 2014.

This letter hereby incorporates by reference "Settlement Agreement and Agreement to Amend Applicable Bargaining Agreement (also referred to as the "Greeley Donning and Doffing Settlement," "Personal Protective Equipment Settlement," "PPE Settlement.") entered into between United Food and Commercial Workers, Local No. 7 and JBS USA, LLC, formerly known as JBS USA, Inc., formerly known as Swift & Company. The parties herby acknowledge that they have knowledge of and assent to the terms of said "Settlement Agreement and Agreement to Amend Applicable Bargaining Agreement."

LETTER OF UNDERSTANDING
WARN ACT

The Company will provide the Union notice of plant closure or mass layoff as required by the Worker Adjustment and Retraining Notification (WARN) Act. The Company and Union shall meet to discuss the effects of any such closure and/or shift elimination.

Unemployment Compensation

The Company will provide information to the appropriate government agencies indicating affected employees were laid off due to the plant closure or layoff.

Final Pay Check

The Company will pay employees any previously earned, but unused, vacation days, previously earned wellness days and final pay for hours worked in the employee's final paycheck.

Transition Assistance

The Company will seek assistance from Weld County to provide employees with assistance in resume writing and job fairs.

If individually requested, the Company will provide the affected employees with a letter stating the employee left employment because of plant closure or layoff.

LETTER OF UNDERSTANDING
SHAGGING OPERATIONS

This Agreement has been made and entered into by JBS USA, LLC for its Greeley, Colorado beef processing facility (hereinafter the Company) and the United Food and Commercial Workers International Union, Local 7R (hereinafter the Union).

In the event the Company chooses to subcontract the Shag Driving Operation, the following will occur:

Employees that are not hired by the contractor will be given a list of open positions that they can pick from based on seniority.

Employees displaced from the Shagging Operations will have the first opportunity at open positions in the Shipping Department or Fork Lift Operator positions by seniority.

Should a displaced employee desire to remain in the Shipping Department, the Company will ensure that they are retained in the Shipping Department.

Should the Company return Shagging Operations in house, the current bargaining unit positions will be returned to the bargaining unit and the previous Shagging Operation employees, if still employed by the Company, will be given first opportunity to have the positions based on seniority. The Company retains the right to subcontract these positions in the future. The Company will meet with the Union prior to subcontracting these services in the future and discuss other alternatives the Union may want the Company to consider.

Affected employees will be "red-circled" at Grade 7 at the time the work is subcontracted. Employees will remain red-circled for the life of the Collective Bargaining Agreement until such time as one of the following occurs:

1. **Termination of Employment; or**
2. **They successfully bid another position.**

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