

**AGREEMENT**

**BETWEEN**

**SMITHFIELD PACKAGED MEATS CORP.  
CUMMING, GEORGIA FACILITY**

**Smithfield®**

*Good food. Responsibly.®*

**And**

**UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL  
LOCAL UNION NO. 1996**



**May 8, 2023 through May 2, 2027**

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## **AGREEMENT**

THIS AGREEMENT made and entered into, by and between SMITHFIELD PACKAGED MEATS CORP. (hereinafter referred to as the “Company”) and the UNITED FOOD & COMMERCIAL WORKERS LOCAL NO. UNION 1996, (hereinafter referred to as the “Union”).

### **WITNESSETH THAT:**

WHEREAS, the Company recognizes the Union as the collective bargaining representative for all production and maintenance employees of the Company at its Cumming, Georgia facility, and

WHEREAS, the Company and the Union have engaged in collective bargaining as a result in which agreement has been reached,

NOW, THEREFORE, it is agreed between the parties hereto as follows:

### **ARTICLE 1**

#### RECOGNITION AND BARGAINING

1.1 The Company hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining of all full-time production and maintenance employees, at its facility located at Cumming, Georgia.

### **ARTICLE 2**

#### NO DISCRIMINATION

2.1 It is the policy of Smithfield Packaged Meats Corp. to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, status as a protected veteran, status as an individual with disability, or any other protected group status or non-job related characteristic as directed by law.

The Company is committed to maintaining a work environment that is free from discrimination. In the administration of this Agreement and, in accordance with applicable federal, state and local law, the Company shall not discriminate against any employee because of that employee’s race, color, religion, sex, national origin, age, sexual orientation, gender identity, status as a protected veteran, status as an individual with

disability, or any other protected group status or non-job related characteristic as directed by law.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

3.1 The management of the Company's operations and direction of working forces, including but not limited to, the right to employ, promote, demote, train, transfer, lay off, discipline, suspend, discharge for just cause; assign work and determine the number and method of hours to be worked, increase and decrease the workforce, establish and maintain reasonable production and performance standards, and production methods, hire transfer, assign, promote classify and select employees for positions excluded from the Bargaining Unit; determine and schedule the production to be handled, subcontract work, transfer operations and the right to make such reasonable rules and regulations in connection with the company's operations and the conduct and duties of its employees respecting those operations as are deemed advisable, are vested exclusively in the Company, subject only to such limitations as are specifically set forth in this Agreement.

The parties recognize the right of the Company in compliance with the ADA to require mental and physical examinations, including drug and alcohol examination, at such times as it may determine at a facility selected by the Company.

### **ARTICLE 4**

#### **NO STRIKE – NO LOCKOUT CLAUSE**

4.1 It is the intent of the parties to this Agreement that the procedure provided herein for settlement of grievances as set forth in Article 8 shall serve as a means for peaceful settlement of disputes that may arise between them.

4.2 During the term of this Agreement, the Union and its members, individually and collectively, will not permit, cause, or take part in any strike, lockout, picketing, slowdown or other curtailment or restriction of production or interference with work in or about the plant or premises. Correlative with this provision, the Company agrees not to engage in a lockout. The parties recognize the right of the Company to take disciplinary action, including discharge, against any employees who participate in a violation of this Section.

## ARTICLE 5

### HOURS OF WORK AND OVERTIME

5.1 The workweek for the purpose of computing weekly overtime shall commence at 12:00 A.M. on Monday and shall consist of seven (7) consecutive days. The employee's shift start time will determine the day of work. For purposes of computing pay for hours worked, a shift cutting across two (2) calendar days shall be treated as work on the day in which the shift begins and will determine if premium pay is to be paid. The Company may change the workday and work week due to varying operating conditions.

5.2 Time and one-half will be paid for all hours worked in excess of forty (40) hours in any one (1) week for the job being performed when the overtime occurs (except as provided in 12.1) or the FLSA blended rate calculation, whichever results in a greater wage in aggregate for the pay period. Employees will not have their regular schedule changed to avoid the payment of overtime.

5.3 The Company maintains the right to schedule work on a five (5) day, six (6) day or seven (7) day work week. The basic work schedule will consist of forty (40) hours, within any five (5) days within the work week.

The Company will provide the Union and employees at least one (1) week notice on any standard work schedule changes that will last longer than two (2) weeks. For the purpose of this section, changing employees starting times shall be considered schedule changes. However, the Company may change starting times with minimal notice due to equipment failure, act of nature or unforeseen circumstances beyond company control. These will normally be situations that will be short in duration.

All employees in production, maintenance and waste water will be scheduled based on a seven (7) day work week. All employees scheduled on a seven (7) day workweek will be scheduled (Monday-Sunday). The basic schedule will consist of forty (40) hours per week. The Company agrees that in the event that the Cumming facility were to work less than seven (7) days, the Company will make every attempt to retain Sunday as the primary day off.

5.4 Posting of Schedules: Employees work schedule shall be posted by 3:00 P.M. Thursday. In the event of changes to the schedules, the Employer shall post the schedule no later than Friday, noon (12:00 P.M.) of the preceding week. Work schedules shall be posted in an accessible area. The purpose of this Article is to award the employees the opportunity to recommend necessary changes and corrections.

5.5 Employees who are required to work Sundays shall be paid at the rate of one and one-half (1½) their regular pay, providing the employee has worked all other scheduled hours. Excused time off for paid jury duty, paid funeral leave, or compensable industrial injury will be considered as a day worked for the purpose of this calculation. If the

employee fails to work all scheduled hours due to the Company's decision, then no penalty will occur.

5.6 Lunch/Supper Hours: All employees shall receive a thirty (30) minute unpaid lunch period between the third (3) and sixth (6) hour from the start of their shift with the exception of emergency situations.

5.7 Rest Periods: As conditions allow, all employees shall receive a fifteen (15) paid minute break between the start of their shift and before their lunch period; and a paid ten (10) minute break after lunch and prior to the end of the shift providing the employee works a minimum of eight (8) hours. Employees required to work three (3) hours after their last break, will be granted a fifteen (15) minute paid break between the last break given and the end of their shift, provided they work twelve (12) hours. Breaks not taken due to emergency situations will be compensated on the time sheet.

5.8 It is agreed the Company will not permit an employee to work more than 13 consecutive days, without at least a consecutive 24-hour period away from work unless in cases of emergency.

5.9 Overtime will be granted to the most senior qualified employee volunteering to work on his or her day off. In the event that no employee signs the volunteer list, the least senior, qualified employee on his or her day off will be forced to work on a rotating basis.

5.10 No employee shall work more than sixteen (16) hours per day without an eight (8) hour rest period (off the clock). Employees cannot work more than three (3) sixteen (16) hour days within a work week (Monday through Sunday), unless otherwise agreed between the employee, Company and the Union. Employees working twelve (12) hour shifts cannot work consecutive sixteen (16) hour days or more than three (3) sixteen (16) hour days in a work week (Monday through Sunday), unless otherwise agreed between the employee, Company, and the Union.

5.11 The purpose of this language is to create a system that fairly distributes work among all qualified employees seeking overtime opportunities.

- (a) The Company agrees to post, on a weekly basis, a volunteer departmental overtime sign-up sheet for Smithfield Packaged Meats Corp. full time employees to sign. Employees will be able to indicate the day and shift that they will be available for overtime work if offered.
- (b) Overtime will be offered on a rotating basis based upon Company need, employee qualifications, ability, and seniority.
- (c) If no qualified employees are available, then, the least senior, qualified employee will be forced to work on a rotating basis. In addition, the Company retains the right to reposition employees based on qualifications and seniority until all positions are adequately covered.

5.12 For purposes of overtime pay during a holiday week, the workweek shall be defined as thirty-two (32) hours. All hours worked in excess of thirty-two (32) hours shall be paid at time and one-half.

## **ARTICLE 6**

### **CALL IN AND REPORTING PAY**

#### **6.1 REPORTING IN**

Employees who report for work at the beginning of their regular scheduled shift shall be provided with a minimum of four (4) hours' work or pay at their applicable rate, as long as:

- (a) The employee or a responsible member of their family, have not been notified at least two (2) hours prior to the commencement of their regular scheduled shift that they should not report.
- (b) Unavailability of work is not caused by flood, fire, storm, power failure, major mechanical breakdown, strikes, acts of nature, national emergencies, or other causes beyond the control of the company.
- (c) They do not leave work on their own accord at any time during the four (4) hour period.
- (d) The employee signs a voluntary waiver, rejecting the opportunity to work the four (4) hour period.

## **ARTICLE 7**

### **SENIORITY**

7.1 The term "Seniority", as used in the Agreement, shall mean the length of continuous service with the Company of each employee in the bargaining unit at the facility covered by this Agreement. Upon successful completion of the probationary period the seniority date will revert to the first day working on the premises, including orientation. If a group of probationary employees are hired on the same date, the Company will use the last four digits in the social security numbers for purposes of seniority, with the lowest number having the highest seniority. An employee who accepts a transfer to a job within the Company not included within the recognized bargaining shall lose all seniority rights if away from the bargaining unit ninety (90) or more days after they leave their position.

7.2 A new employee will be regarded as a probationary employee until such employee has worked ninety (90) calendar days following their latest hiring date. After working the required probationary period, an employee shall become a "regular" employee, and their name shall be placed upon the seniority roster. A probationary employee has no seniority rights and their retention as an employee is entirely within the discretion of the Company. Probationary employees will be added to the seniority roster for tracking purposes only and not to imply that probationary employees have seniority rights.

7.3 Seniority shall be plant-wide except as otherwise provided for in this agreement.

7.4 In the event of a reduction in the workforce within a Department, the Company will consider the requirements and efficiency of operations, the knowledge, training, experience, skill, and present ability of the individuals within that Department to perform the required work in determining which employee is to be laid off or recalled from lay-off and where these are, in the justifiable good faith of the Company, relatively equal, the employee with the greatest Departmental seniority will be the last to be laid off and conversely, the first to be recalled from lay-off, in the justifiable good faith of the Company.

7.5

A) During the life of this agreement, the Company will furnish the Union with an employee list no later than by the 3<sup>rd</sup> of every month, with name, address, phone number, seniority date, shift, hire date, labor grade classification, social security number, and dues status.

B) The Company will notify the Union in writing in events of discharge, leave of absence, or quits for any bargaining unit employee.

7.6 Any lay-off for a period not expected to exceed fifteen (15) workdays shall be considered a temporary lay-off, and the provisions of this Agreement regarding seniority shall not apply.

7.7 Seniority shall be lost for any of the following reasons:

- (a) If the employee quits;
- (b) If the employee is discharged for just cause;
- (c) If the employee is absent without leave for three (3) consecutive days without providing a reason satisfactory to the Company for such absence;
- (d) If an employee on lay-off fails to report to work within three (3) days after being notified to report;
- (e) If an employee on leave of absence fails to report to work either at the expiration of such leave or absence or within three (3) workdays after being notified; or,
- (f) After an absence of twenty-four (24) consecutive months due to sickness.

7.8 When job vacancies occur in the bargaining unit and the Company desires to fill such a job vacancy, employees should be given work opportunities for other jobs. Whenever a vacancy covered by this Section occurs, it shall be posted on the RTE and main break room bulletin boards for five (5) workdays and only Smithfield Packaged Meats Corp. full time employees who sign the job bid during the five (5) days posting period shall be considered.

The Company will consider the employee's seniority and qualifications in determining which employee is to be the successful applicant to receive the position. The job bid winner will be moved to the awarded position within ninety (90) days. If after thirty



(30) days the employee has not been placed on the job which they bid, the employee shall earn the rate of the job bid. The employee will not suffer a reduction in pay.

- (a) An employee selected on this basis will be given an opportunity of fulfilling the duties of the new position during a probationary period which may not exceed ten (10) workdays. If in the determination by Management, an employee fails to meet the requirements for the job at any time during the ten (10) workdays probationary period, the employee will revert to his former position. If the employee relinquishes the position at any time during the first five (5) workdays on the new job, the employee will return to his former position. An employee exercising this right will not be allowed to bid for three (3) months. If the employee relinquishes a subsequent position within a twelve (12) month period, the employee will not be allowed to bid for six (6) months, provided there are no other qualified applicants, then the employee would be eligible to bid.
- (b) An employee selected on this basis will not be eligible for bidding to another job for a period of six (6) months from the date that the employee is placed on the job. However, if an opportunity for promotion occurs (base wage increase only), then the restriction for promotion is reduced to a period of three (3) months, provided there are no other qualified applicants, then the employee would be eligible to bid.
- (c) Where no employee meets the qualifying factors under this Article, the Company shall be free to fill the job at its discretion.

7.9 Upon twelve (12) months of a temporary job, the Company and the Union will meet to determine if the job needs to become permanent. If it is determined that the job will become a full-time position, the job will be posted for bidding, following Article 7 – Section 8.

7.10 Union shop stewards shall be granted super seniority when it comes to facility closings or layoffs.

## **ARTICLE 8**

### GRIEVANCES

8.1 Any difference or disagreement between the parties or between any employee of the Company involving the breach, the interpretation or the application of the provisions of this Agreement, or involving the discipline, suspension or discharge of any employee, shall constitute a grievance and shall be taken up with the Company in the manner hereinafter set forth. An employee may request a steward to be present at a disciplinary meeting. The steward must receive permission from his/her supervisor and be off the clock during disciplinary meetings. The steward will have the opportunity to make up any lost time at the end of his/her shift.

#### 8.2

STEP ONE: It is recognized that a grievance shall not be considered to exist until a written complaint has been made by an employee to their Supervisor. This complaint

must be made within five (5) workdays of the event out of which the grievance arose, or the employee became aware or reasonably should have become aware of the event. The Supervisor shall respond to the employee within five (5) workdays of the complaint. In the event the complaint or grievance is not adjusted to the satisfaction of the employee in STEP ONE, they may advance it to STEP TWO provided below.

STEP TWO: If settlement is not reached in STEP ONE, the chief steward, as well as, the Local 1996 Union Representative if requested by the Union, may within five (5) work days after the day upon which the reply in STEP ONE is received, exclusive of Saturdays, Sundays and holidays, advance the grievance to STEP TWO by presenting it in writing to the Plant Manager or designee. A meeting between the Management and the Union Representatives shall be held within five (5) calendar days at a time mutually agreed to by the parties. The Manager shall reply to the grievance within five (5) workdays after the meeting, exclusive of Saturdays, Sundays, and holidays.

A grievance concerning grievances of an emergency or general violation, or an alleged unjust suspension or discharge shall be presented directly to STEP TWO of the Grievance Procedure. This complaint must be made within five (5) workdays of the event out of which the grievance arose, or the employee became aware or reasonably should have become aware of the event. No grievance shall be considered if not filed within five (5) workdays of the date of the event creating the grievance or discharge of discipline.

STEP THREE: If a grievance is not resolved in the Second Step of the grievance procedure, it may be appealed to arbitration by the Union within thirty (30) calendar days after receipt by the Union of the Company's Second Step answer. Such appeal must be in writing.

The parties shall meet within ten (10) working days from the date the Union gives the Company notice as provided for the above, for the purpose of selecting an impartial arbitrator. If they are unable to agree, the Union shall submit a request to the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators. The parties shall each alternatively strike one name with the Union striking first until but one name remains, and the remaining one shall be the impartial arbitrator for the case.

The arbitrator shall be limited to the interpretation and application of the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement. The decision of the arbitrator shall be final and binding upon both parties. The time limits provided in this Article may be extended by mutual agreement of the parties.

The Company or the Union has the right to request a second panel.

Each party shall defray the expenses of its representative or representatives, and its other expenses, but the fees and expenses of the impartial arbitrator shall be borne equally by the parties.

Warnings, suspensions and other notices of disciplinary action shall have no force or effect after one (1) year unless the warning, suspension, or disciplinary action is due to a safety violation that must follow discipline guidelines established in the Company's Safety Policies.

## **ARTICLE 9**

### **MILITARY SERVICE**

9.1 Employees entering the Armed Forces of the United States shall be guaranteed all the rights and privileges to which they are entitled under the law.

## **ARTICLE 10**

### **SAFETY AND HEALTH**

10.1 The Company, the Union and the employees within the plant, agree to comply with all existing State and Federal laws in effect regarding safe and healthful conditions within the plant.

10.2 It is the responsibility of every employee in the plant to observe all safety rules and regulations and any condition which creates a violation of those rules and regulations will be called to the attention of the Supervisor in the area and they shall take such action as is deemed appropriate under the circumstances. The company will provide the appropriate training to the employees for the jobs they are assigned.

The Company shall maintain a joint (Union and Company) Safety Committee, which will meet at such times as may be necessary to discuss safety and health conditions in the plant.

10.3 The Company, in accord with existing Federal and State Statutes and Regulations, will provide employees with information related to hazardous materials in the workplace.

## **ARTICLE 11**

### **LABOR MANAGEMENT COMMITTEE**

11.1 The Company and the Union agree that during the life of this Agreement, selected individuals appointed by both parties shall meet on a semi-annual basis to apprise the other of important labor relations issues, problems, concerns, suggestions, ideas, etc., related to the facility, and to promote better understanding between both parties. The meetings may be on worktime. At least one (1) Union Steward will participate in these meetings on a rotating basis. Such meetings shall not be for the purpose of discussing

grievance topics. In addition, such meetings shall be exclusive of the grievance and arbitration proceedings in this Agreement.

## **ARTICLE 12**

### WAGES

12.1 It is agreed that during the terms of this Agreement, the basic hourly wage rates, as amended pursuant to the provisions of this Article, set forth in Appendix A attached hereto and made a part of this agreement, shall continue in effect. Such rates and grades set forth in the Appendix are for the purpose of determining the amount of an employee's pay and the work of an employee is not confined to a particular classification. Whenever an employee works a higher paying job, they shall receive the higher rate for all time worked on the position, conversely, employees shall not suffer a reduction in pay if they work a lower classified job.

12.2 It is understood that the rates of pay set forth in Appendix A are minimum rates of pay and nothing in this Agreement is intended to prevent the Company from paying a higher rate in specific instances. The Company agrees to meet with the Union to arrive at any increases in wages or the creation of any new job classifications. Any discussions and decisions regarding wage rates as pertains to Article 12 Wages, shall include at least two representatives from the Union and at least two representatives from Management. Any and all decisions regarding new wage rates, changes in wage rates, or "red circles" rates will be documented in writing, include the appropriate signatures of approval and attached to this agreement. Red Circle employees will retain their higher rate of pay due to a reduction in workforce or job elimination. The pay rate will be frozen with no wage increases until their current pay rate matches the job level to which they are assigned. Employees will have the opportunity to utilize the company job bidding procedure as job bids become available.

12.3 A twenty-five (25) cent per hour shift differential will be paid to employees who work the majority of their hours during the second and third shifts only.

## **ARTICLE 13**

### GENERAL PROVISIONS

13.1 It shall be the responsibility of each employee to notify the Company, in writing, of the employee's up-to-date mailing address and any change thereof. The Company will not be liable for any communication errors or failures regarding an employee's employment, compensation, benefits, etc., when employees do not provide their current address and telephone information.

13.2 The Company will provide spaces in its presently existing Bulletin Boards for posting of Union Notices. All notices shall be signed by the Union Officers with the date to be posted and if applicable, the date to be removed. All notices must be approved by the appropriate Manager with their initials prior to posting.

13.3 It is agreed that neither party shall be obligated during the life of this Agreement to bargain collectively for any modification of, or addition to this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement.

13.4 In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law now or hereafter in effect, such invalidity or unenforceability shall not affect the other parts or provisions of this Agreement.

13.5 The Company will provide uniforms to employees and continue the practice of issuing, laundering, and making minor repairs to the uniforms.

13.6

(a) The Union will identify one individual who shall serve as a chief steward and one as an alternate. The chief steward/alternate shall be an employee of the Company but shall be afforded time during the week to work toward resolving grievances, attending new hire orientations and administering this contract. This time will be spent performing his or her duties as steward. All time spent away from the employee's regular work duties must be with the consent of the chief steward/alternate's supervisor or the Plant Manager. The chief steward/alternate's activities may not interfere with the normal operation of the business.

(b) Two stewards, on a yearly basis with thirty (30) days prior written notice, will be granted two (2) paid and two (2) unpaid days leave to attend shop steward training.

(c) In the event that a steward is selected to serve in an official, full-time capacity with the Union, the Company will maintain the employee's seniority for a period of seven (7) months and return the employee to the same or comparable position within the department. The Union agrees to provide to the Company a thirty (30) day written notification prior to the employee serving in said position with the Union and a thirty (30) day written notification prior to the employee returning to his position with the Company.

13.7 The Union Representative, with notice to the Company, will have access to the employee breakroom during normal office hours. In addition, the Union Representative may take a tour of the production facility escorted by a member of management on a monthly basis.

## **ARTICLE 14**

### HOLIDAYS

14.1 Employees shall receive holiday pay for each of the holidays on which the employee is qualified for holiday pay. Paid holidays shall be:

- New Year's Day (January 1<sup>st</sup>)
- Memorial Day
- Independence Day (July 4<sup>th</sup>)
- Labor Day
- Thanksgiving Day and the day after Thanksgiving
- Christmas Day (December 25<sup>th</sup>), and either the day before or the day after Christmas, as Company scheduling permits.

In order to qualify for Holiday Pay on a particular holiday the employee must have completed their ninety (90) day probationary period on the date of the holiday and have worked during the week in which the holiday falls. If an employee works during the holiday week but is absent or tardy on the scheduled workday before the holiday or the scheduled workday after the holiday for any of the following reasons, the employee will not be disqualified from receipt of holiday pay: jury duty, birth to the employee's wife or to the employee, death in the immediate family, illness resulting in hospital admission, or serious and readily identifiable personal injury requiring emergency medical treatment.

14.2 Holiday pay for each of such holidays shall consist of eight (8) hours at the employee's straight-time hourly wage rate, exclusive of overtime and other premium pay.

14.3 Employees entitled to holiday pay under the provisions of this Section shall receive such holiday pay whether or not they work on the holiday, and such holiday pay shall be paid in addition to any wages actually earned for work performed on the holiday. Employees who work as scheduled on one of the holiday's set forth in Section 1 above shall receive time and one-half (1½) for all hours worked plus the holiday pay. An employee who is scheduled to work on a holiday shall not be entitled to receive holiday pay if they fail to report for and perform work as scheduled on the holiday, unless excused in writing by the Company prior to the holiday.

If a paid holiday falls within an employee's vacation period, the employee may elect to receive holiday pay in lieu of using a vacation day, providing they qualify for holiday pay. If a paid holiday falls on a Saturday or Sunday and the employee is not required to work, the Company will pay the employee holiday pay. If a paid holiday falls on a day that an employee is on disciplinary leave, the employee is not entitled to holiday pay.

14.4 Floating Holiday. Employees are eligible for a floating holiday after twenty-four (24) months of service. Employees must schedule the floating holiday through the department supervisor and will be granted the floating holiday as Company scheduling permits.

## **ARTICLE 15**

### **LEAVE OF ABSENCE**

15.1 Employees with at least one (1) year of service may be entitled to a leave of absence of up to thirty (30) days, without pay. Employees must use all accrued vacation time prior to taking approved time off without pay.

15.2 Employees wishing to take personal leave must notify their immediate supervisor, in writing, on a form provided by the Company at least sixty (60) days in advance of the requested leave when leave is foreseeable. The final right to allot leaves of absence, however, is necessarily reserved to the Company to ensure the orderly operation of the plant. If the request is denied and the Union believes the Company's denial of leave is not justified, the Company and Union agree to meet and discuss the request.

Accepting employment without the express permission of the Company while on an approved leave of absence (except military) in violation of the terms of the leave will be considered as an automatic resignation from employment with the Company.

15.3 An employee on an authorized leave of absence shall notify the Company of his/her intention to return to work at least seven (7) calendar days prior to the expiration of the leave. An employee who does not return at the conclusion of the originally granted leave will be deemed to have voluntarily quit.

## **ARTICLE 16**

### VACATIONS

16.1 An employee, to be eligible for vacation pay must have performed work for a minimum of one thousand two hundred (1,200) hours during the fifty-two (52) week period immediately prior to January 1 of the upcoming year.

<u>Length of Service Since Latest Hiring Date</u>	<u>Amount of Vacation Pay</u>
One (1) year but less than three (3) years	Forty-eight (48) hours
Three (3) years	Eighty-eight (88) hours pay
Eight (8) years or more	One Hundred-twenty-eight (128) hours of pay
Fifteen (15) years or more	One Hundred-sixty-eight (168) hours of pay

16.2 An employee with an established seniority date must work from their date of hire through December 31 to earn vacation time to be taken the following year. The following information outlines vacation criteria.

1200 Hours =	One (1) Week (40 Hours) Vacation
800 Hours to 1199 Hours =	Two (2) Days (16 Hours) Vacation
500 Hours to 799 Hours =	One (1) Day (8 Hours) Vacation
0 Hours to 499 Hours=	Not Eligible

16.3 Vacation scheduling within the department/shift/area will be with due regard to plant seniority within the department in keeping with the needs of the business. Departments will be classified as Production, Shipping & Receiving, and Maintenance; shifts will be defined as 1st, 2nd, and 3rd, areas will be defined as Grinding, Midline and Pack-Off. The following method will be used for the purpose of selecting vacation periods:

- a. On October 15<sup>th</sup> or the following business day if applicable, the Company will post a notice on the bulletin board advising employees to be prepared to make their selection of a vacation period by December 1<sup>st</sup>, or the following business day if applicable. If the Company fails to make the October 15<sup>th</sup> deadline, the ending date will be extended to give the employees a full 45 days to make their selection.
- b. Each area in the departments, as indicated in 16.3, will have a request form for employees to make their vacations selections. During the first round of vacation selection employees will be given the opportunity to select up to two (2) weeks of vacation in one (1) week increments, provided they have accrued the time, within their department, consistent with the number of employees permitted to be on vacation at any one time, based upon their plant seniority, providing the choice is made prior to December. The initial two (2) weeks could be consecutive, as well as the subsequent weeks selected on subsequent selection rounds. After the first round of vacation selection, employees may select vacation in full week increments or single day increments, as long as those days/weeks are available. A vacation calendar will be posted after the vacation selection rounds are completed through the end of the calendar year.

Employees will be notified of their vacation request approval or denial within seven (7) days of December 1, or the newly set date per 16.1.

- c. All earned vacations will be taken within the calendar year in which due and shall not be accumulative. In the event such employee is unable to schedule this vacation accrual prior to December 31, the employee shall be compensated for the unused vacation days.
- d. Vacation Request – 24-hour advance notice must be submitted in writing unless justified by an emergency with proof of documentation.
- e. Employees who request vacation time after the initial round of requests (Section A & B above) will be notified of their request’s approval or denial within seven (7) calendar days of such written request.



16.4 Employees who quit or are discharged or otherwise separated from the payroll and have vacations earned, which have not been taken by them, shall receive vacation pay as computed above. In case of death, such pay shall be paid to the employee's estate or the person legally entitled thereto.

**16.5 Called Back from Vacation**

In the event an employee is called back, on a voluntary basis, while on vacation, the employee will be compensated for all hours worked, at the employee's regular rate of pay, and the employee will be eligible to extend his/her vacation for the same number of days the employee was called back.

**ARTICLE 17**

**BEREAVEMENT**

17.1 In the event of a death of a member of the employee's immediate family, a regular employee shall be allowed three (3) days off to attend the funeral, and during such period, the employee will be compensated for time lost from work at straight time rates on the employee's regular shift. The members of the employee's family to which this provision applies shall include the husband, wife, children, parents, brothers, sisters, mother-in-law, father-in-law and also to include foster children. At the Company's discretion, additional funeral leave without pay may be granted.

17.2 Employees entitled to Bereavements are those employees actively working at the time of death. This excludes probationary employees and employees on any type of layoff or unpaid leave status.

**ARTICLE 18**

**FAMILY AND MEDICAL LEAVE**

The Company will comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA). The Company shall have the right to make, amend, and enforce reasonable FMLA policies, so long as the policies are consistent with the applicable federal law and regulations.

Eligible employees may reserve up to one (1) week of their accrued vacation time for non FMLA related events by providing a notice in writing to human resources at the time FMLA is requested.

The parties agree that during the term of the Agreement, the Company is permitted to take all actions necessary to comply with the Americans with Disabilities Act, including providing reasonable accommodation to any qualified disabled employee that would permit that employee to perform the essential functions of the job. In appropriate circumstances, reasonable accommodation could include providing a disabled employee with an extension of unpaid leave.

## **ARTICLE 19**

### HEALTH & WELFARE BENEFITS

The Company agrees to provide each eligible full-time employee and their eligible dependents, the opportunity to participate in the Company's benefit program. The benefit program consists of benefit options specifically agreed upon between the Union and the Company and additional voluntary benefit options the Company may make available to all employees.

Plan operating terms and conditions for available benefits are contained in the relevant Summary Plan Description (SPD) available in the Human Resource Department. The Company retains the right to select benefit service providers, with the understanding the same or comparable level of coverage is provided. Any amendments or changes to benefit plan operating terms and conditions shall be applicable to members of the bargaining unit on the same terms as they are applicable to all other Company employees.

19.1 The term "eligible full-time employee" shall mean any full-time employee who has been employed for a period of ninety (90) consecutive calendar days. Benefits will begin on the first day following 90-day waiting period unless otherwise stated.

19.2 Any employee on a leave of absence or whose pay is insufficient to cover the cost of coverage for any reason will be responsible for making prompt payment of his or her share of the cost or may be subject to cancellation of coverage.

#### 19.3 Medical & Prescription Plan

The Company will make Medical & Prescription benefit coverage, available to all eligible employees. Employee weekly payroll contributions toward the cost of coverage will be made in accordance with the following schedule:

<b>Coverage Level</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Employee Only	\$6.00	\$7.00	\$8.00	\$8.00
Employee + Spouse	\$12.00	\$14.00	\$15.00	\$15.00

Employee + Child(ren)	\$9.50	\$10.50	\$11.50	\$11.50
Employee + Family	\$14.50	\$16.50	\$18.50	\$18.50

#### 19.4 Dental Plan

The Company will make Dental benefit coverage, available to all eligible employees. Employee weekly payroll contributions toward the cost of coverage will be made in accordance with the following schedule:

<b>Coverage Level</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Employee Only	\$1.25	\$1.50	\$1.75	\$2.00
Employee + Spouse	\$3.25	\$3.50	\$3.75	\$4.00
Employee + Child(ren)	\$2.25	\$2.50	\$2.75	\$3.00
Employee + Family	\$4.25	\$4.50	\$4.75	\$5.00

#### 19.5 Vision Plan

The Company will make Vision benefit coverage available to all eligible employees. Employee weekly payroll contributions toward the cost of coverage will be made in accordance with the following schedule:

<b>Coverage Level</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Employee Only	\$.75	\$1.00	\$1.00	\$1.00
Employee + Spouse	\$1.25	\$1.50	\$1.50	\$1.50
Employee + Child(ren)	\$1.00	\$1.25	\$1.25	\$1.25
Employee + Family	\$1.75	\$2.00	\$2.00	\$2.00

#### 19.6 Life Insurance

The Company will provide Life and Accidental Death & Dismemberment insurance to eligible employees in the amount of 1 X annual earnings (up to \$500,000). The life insurance is a fully-insured benefit with terms and conditions governed by the insurer.

#### 19.7 Disability Benefits

The Company will make Short-term Disability benefits available to all eligible employees. The benefit plan operating terms and conditions are contained in the Summary Plan Description (SPD).

## **ARTICLE 20**

### JURY DUTY

20.1 An employee called to serve as a juror shall receive their regular pay, for each day on jury duty. Proof from the Clerks of Courts must be secured indicating the number of days served. Pay will not exceed 40 hours per week.

If an employee requires time away from work for a personal legal proceeding, then the employee must use vacation, personal holiday, or time without pay and follow the Company's normal leave approval process.

## **ARTICLE 21**

### DONNING & DOFFING

The Union and the Company have agreed that this agreement is intended to cover compensation for all donning, doffing, related walking and related activities that occur at the beginning of the shift, and the end of the shift, and incidental to meal breaks. Employees will be required to expeditiously don and doff all items of sanitary and protective clothing that may not be worn to the facility or worn home, and to expeditiously don and doff any disposable items. The Company may adjust the specific processes and times allowed for such activities from time to time based upon production schedule, changes in the nature of protective items worn and other plant conditions.

The Company has changed to a "Punch-to-Punch" policy of measuring employees' paid time on the basis of their individual timecard swipes (clocking in and out). The parties agree that as to all clothing or other items that the Company requires employees to pick up and put on in the facility, employees will clock in before picking them up or putting them on and will finish taking them off and storing or disposing of them before clocking out. Similarly, as to all washing or sanitizing of themselves or any tools or other gear they use or carry, employees will clock in before doing so, and will complete those activities before clocking out.

## **ARTICLE 22**

### DUES CHECKOFF

22.1 For the duration of the present contract or any renewal thereof, the Employer agrees to deduct service fees in an amount equivalent to dues, and initiation fees on a weekly basis and remit to the Local once each month in an amount as Local 1996 shall determine and provide for its members generally from the pay of each employee who has signed a properly approved Authorization Card. The Union shall officially, in writing, notify the Employer of the amount to be deducted, and if there is any change, notice of the change will be given to the Employer in writing.

22.2 It is understood that service fees equivalent to initiation fees shall be deducted from the next two (2) weeks' pay of the employee so authorizing the deduction, and thereafter service fees in an amount equivalent to union dues shall be deducted from the employee's pay each week, provided only that the total amount to be deducted in any one week shall not exceed four (4) weeks dues.

22.3 The Union agrees to indemnify and save the Company harmless from any and all actions which it may be required to take under the application of this Article as long as the Company timely remits the monies covered by this Article to the Union. If the Employer fails to remit to the Union monies due under this Article by the 10<sup>th</sup> day of the month following the month of deduction, the Employer will pay the Union all of the monies owed plus a 10% penalty. If the Union is forced to employ an attorney to collect from the Company monies due under this Article, the Company shall pay all of the Union's attorney fees and costs associated with the collection of these monies. The Union may go directly to arbitration to collect monies due under this Article and/or bring an action in court without having to pursue arbitration. The selection of the method or the collection of unpaid monies due this Article shall be at the option of the Union.

22.4 The Employer will make deductions weekly from employees who have signed an Active Ballot Club check-off card and the money collected will be forwarded to the President of UFCW Local 1996 at the conclusion of each operating month.

## **ARTICLE 23**

### SAVINGS CLAUSE

23.1 Should any provision of this Agreement violate any applicable federal, state, or municipal law, as presently enacted or as hereafter amended, interpreted or enacted during the term of this Agreement or any extension thereof, such provision shall become inoperative to the extent that it is at variance with such law. In any such event, all other provisions of this Agreement shall remain unaffected and in full force and effect.

## **ARTICLE 24**

### SOLE AGREEMENT AND WAIVER

24.1 This Agreement constitutes the sole and entire Agreement between the parties and supersedes all prior Agreements, oral and written, and expresses all the obligations of, or restriction imposed on, the respective parties during its term. This Agreement can be changed only by a written amendment executed by the parties hereto. The waiver in any particular instance of any term or condition of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.

**ARTICLE 25**

TERM OF AGREEMENT

25.1 This Agreement shall become effective as of May 8 , 2023, and shall continue in effect until 12:01 a.m., May 2, 2027, and shall automatically be renewed for additional periods of one (1) year each, from year to year thereafter, unless written notice of a desire to terminate or modify said Agreement or any of the provisions thereof, is given by either party to the other at least sixty (60) days prior to any subsequent annual anniversary thereof. Such notice shall be given by Registered Mail, Return Receipt Requested; if by the Union to the Company and if by the Company to the Union. For the purpose of notice requirements of law, a notice to modify pursuant to this Section shall have the same effect as a notice to terminate.

**IN A WITNESS AND TESTIMONY** of the provisions and terms mutually agreed upon and specified herein, the duly authorized officers and/or representatives of both parties hereby affix their signature this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**SMITHFIELD PACKAGED MEATS CORP.  
OF CUMMING, GEORGIA**

**UNITED FOOD & COMMERCIAL.  
WORKERS INTERNATIONAL,  
LOCAL UNION NO. 1996**

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**APPENDIX A**

**RATES OF PAY**

**Production / Wastewater /Maintenance**

**\$1.50 1st year;**

**\$1.00 2<sup>nd</sup> year;**

**70¢ 3rd year;**

**55¢ 4<sup>th</sup> year**

Production	Levels	Classification	Current	\$1.50	\$1.00	\$0.70	\$0.55
		General Labor *					
	1	Condensation	\$17.67	\$19.17	\$20.17	\$20.87	\$21.42
	1	Monitor		\$19.17	\$20.17	\$20.87	\$21.42
	1	Hand Stacker	\$ 17.67	\$19.17	\$20.17	\$20.87	\$21.42
	1	Housekeeping	\$ 17.67	\$19.17	\$20.17	\$20.87	\$21.42
	1	Midline	\$ 17.67	\$19.17	\$20.17	\$20.87	\$21.42
	3	POP Goodman Oper	\$ 18.40	\$19.90	\$20.90	\$21.60	\$22.15
	3	POP Wexxar Operator	\$ 18.40	\$19.90	\$20.90	\$21.60	\$22.15
	4	Bagger Operator	\$ 18.40	\$20.18	\$21.18	\$21.88	\$22.43
	4	Cook Utility	\$ 18.68	\$20.18	\$21.18	\$21.88	\$22.43
	4	Floater Goodman	\$ 18.68	\$20.18	\$21.18	\$21.88	\$22.43
	4	Formax Operator	\$ 18.68	\$20.18	\$21.18	\$21.88	\$22.43
	4	Grinder	\$ 18.68	\$20.18	\$21.18	\$21.88	\$22.43
	4	Utility	\$ 18.68	\$20.18	\$21.18	\$21.88	\$22.43
	4	Raw Utility	\$ 18.68	\$20.18	\$21.18	\$21.88	\$22.43
	5	Grinder Sanitation	\$ 18.68	\$20.55	\$21.55	\$22.25	\$22.80
	5	Data Collector	\$ 17.67	\$20.55	\$21.55	\$22.25	\$22.80
	6	Cook Lead	\$ 19.13	\$21.13	\$22.13	\$22.83	\$23.38
	7	Grinding Lead	\$ 19.86	\$21.86	\$22.86	\$23.56	\$24.11
<b>Maintenance Clerical Shipping and Receiving</b>		Parts Room	\$ 18.03				
	4			\$20.18	\$21.18	\$21.88	\$22.43
		Shipping/Receiving B	\$ 18.68				
	4			\$20.18	\$21.18	\$21.88	\$22.43
	5	Shipping/Receiving A	\$ 19.05	\$20.55	\$21.55	\$22.25	\$22.80
		Shipping/Receiving	\$ 19.86				
	7	Lead		\$21.86	\$22.86	\$23.56	\$24.11
<b>Maintenance</b>		1	\$ 22.77	\$24.27	\$25.27	\$25.97	\$26.52
		2	\$ 23.29	\$24.79	\$25.79	\$26.49	\$27.04
		3	\$ 23.77	\$25.27	\$26.27	\$26.97	\$27.52
		4	\$ 26.96	\$28.46	\$29.46	\$30.16	\$30.71
		5	\$ 28.67	\$30.17	\$31.17	\$31.87	\$32.42
		6	\$ 30.28	\$31.78	\$32.78	\$33.48	\$34.03
<b>Refrigeration</b>		1	\$ 23.77	\$25.27	\$26.27	\$26.97	\$27.52
		2	\$ 24.29	\$25.79	\$26.79	\$27.49	\$28.04
		3	\$ 24.77	\$26.27	\$27.27	\$27.97	\$28.52
		4	\$ 27.96	\$29.46	\$30.46	\$31.16	\$31.71
		5	\$ 29.67	\$31.17	\$32.17	\$32.87	\$33.42
		6	\$ 31.28	\$32.78	\$33.78	\$34.48	\$35.03
<b>Waste Water</b>		1	\$ 22.77	\$24.27	\$25.27	\$25.97	\$26.52
		2	\$ 23.77	\$25.27	\$26.27	\$26.97	\$27.52

**Appendix "A" - Rates of Pay - Wage Chart**



\*General Labor positions are to be moved to the appropriate job rate classification no later than ninety (90) days.

## APPENDIX B

### 401K

B.1 The Company will make yearly contributions to the employees account in the company's administered Contributory 401K Plan for qualified employees beginning May 1, 2007. Effective June 30, 2019, the Company will make quarterly contributions to the employee's 401K account. Contributions will be paid up to two thousand and eighty (2,080) hours per year for actual hours worked, hours of paid vacation and paid holidays. The contributory levels are as follows:

Years of Service	Contribution
1 year to 4.99	Twenty-One-Cent (\$0.21) per hour
5 to 9.99	Forty-Two cents (\$0.42) per hour
10 to 14.99	Fifty-Eight cents (\$0.58) per hour
15 to 19.99	Eighty cents (\$0.80) per hour
20 plus years	One dollar and Six cents (\$1.06) per hour

(The current contribution is based upon years of service and you must be employed on the last day of the quarter.)

B.2 Effective on 05/01/2016, Company will match \$.50 for every dollar the employee contributes, from 1% to 4%, of eligible compensation.

## **APPENDIX C**

### **Legal Assistance Fund**

The Company will contribute to the United Food and Commercial Workers Legal assistance fund for each employee who has completed their ninety (90) days probationary period for the length of this Agreement. The contribution scheduled amount is eight dollars (\$8) per month. Beginning January 1, 2023, the contribution rate will increase to nine dollars (\$9) per month.

## LETTER OF UNDERSTANDING

Section 1. Certified Maintenance Mechanic “CMM” (Cumming CMM Rev 10)

## LETTER OF AGREEMENT May 19, 2010

This letter represents an agreement between SMITHFIELD PACKAGED MEATS CORP. Cumming, GA and UFCW Local No. 1996, Suwanee, GA., to be recognized as a side letter of the current contract expiring May 2, 2011.

**This letter applies only to the provisions of the Certified Maintenance Mechanic Program “CMM.”**

It has been agreed to modify the Letter of Understanding dated September 8, 2008 only as follows:

The Company and the Union agrees to follow all provisions stated in the CMM program. As an addendum to the CMM program, we agree to the following:

### **BRIDGE CLAUSE – CURRENT FULL TIME EMPLOYEES**

The Company and the Union agree to “**Bridge**” all current regular full-time maintenance employees at a job classification level equivalent to their current job grade, at the time of this agreement. This agreement will be effective the following Monday after the ratification of this agreement.

The “Bridge” groups will receive the new pay rate of the classification level during the completion of the skills validation process. This group will be required to satisfy the validation testing, task, and training criteria for their level classification as outlined in Table 1.

### **BRIDGE GROUPS**

- **Bridge Group “A” ……New Level 5**
  - **William Waldrep**
  - **Jeremy Logue**
  - **Bryant Davis**
  - **Randall Lindsey**

- Bridge Group “B” .....New Level 5
- Bridge Group “C” ..... New Level 4
- Bridge Group “D” ..... New Level 3
- NEW HIRE

If an employee is unable to satisfy his / her current classification’s requirements, within the allotted time frames, the rate of pay will be reduced by one (1) dollar from current CBA rate of pay-

In order to advance, the employee must meet the requirements of the previous lower level and the current level, before the employee could move the next higher level.

Anyone from the Bridge groups wanting to advance to a classification with a pay rate above their current classification must complete all testing, task and training criteria required of the new level.

**TABLE 1**

BRIDGE - A					
Current Levels	New Levels	Test	Task	Training	Soft Skills
N/A	1				
N/A	2				
D	3				
C	4				
<b>B</b>	<b>5</b>	<b>Q</b>		<b>Q</b>	<b>Q</b>
A	6	<b>ADV</b>	<b>ADV</b>	<b>ADV</b>	<b>ADV</b>

Requirements must be completed within 6 months from the implementation date.

BRIDGE - B					
Current Levels	New Levels	Test	Task	Training	Soft Skills

N/A	1				
N/A	2				
D	3				
C	4				
<b>B</b>	<b>5</b>	<b>Q</b>	<b>Q</b>	<b>Q</b>	<b>Q</b>
<b>A</b>	<b>6</b>	<b>ADV</b>	<b>ADV</b>	<b>ADV</b>	<b>ADV</b>

Requirements must be completed within 6 months from the implementation date.

<b>BRIDGE - C</b>					
<b>Current Levels</b>	<b>New Levels</b>	<b>Test</b>	<b>Task</b>	<b>Training</b>	<b>Soft Skills</b>
N/A	1				
N/A	2				
D	3				
<b>C</b>	<b>4</b>	<b>Q</b>	<b>Q</b>	<b>Q</b>	<b>Q</b>
B	5	<b>ADV</b>	<b>ADV</b>	<b>ADV</b>	<b>ADV</b>
A	6	<b>ADV</b>	<b>ADV</b>	<b>ADV</b>	<b>ADV</b>

Requirements must be completed within 6 months from the implementation date.

<b>BRIDGE - D</b>					
<b>Current Levels</b>	<b>New Levels</b>	<b>Test</b>	<b>Task</b>	<b>Training</b>	<b>Soft Skills</b>
N/A	1				
N/A	2				
<b>D</b>	<b>3</b>	<b>Q</b>	<b>Q</b>	<b>Q</b>	<b>Q</b>
C	4	<b>ADV</b>	<b>ADV</b>	<b>ADV</b>	<b>ADV</b>
B	5	<b>ADV</b>	<b>ADV</b>	<b>ADV</b>	<b>ADV</b>

A	6	ADV	ADV	ADV	ADV
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Requirements must be completed within 6 months from the implementation date.

**Note:** Current employees must qualify at their current level in order to advance through the CMM program.

NEW HIRES					
Current Levels	New Levels	Test	Task	Training	Soft Skills
Probationary	1	R	R	R	R
N/A	2	Q	Q	Q	Q
D	3	Q	Q	Q	Q
C	4	Q	Q	Q	Q
B	5	ADV	ADV	ADV	ADV
A	6	ADV	ADV	ADV	ADV

Must attain level 1 within 120 days from the date of hire. New employees must attain levels 2 through 4 within 6 months per level.

**Legend**

<b>Q</b>	Required to maintain current level qualification
<b>R</b>	Required for core proficiencies
<b>ADV</b>	Required to advance to next level of qualification

Maintenance employees will be allowed two (2) hours a week to train and to complete the requirements under the CMM program. This time must be pre-approved by the supervisor and scheduled with the CMM administrator.

Proposed changes to the CMM are subject to the Plant Manager, Corporate Engineering and a Union Official approval which shall include a Version Identification of the CMM document.

Section 2. Performance of Work by Personnel Outside of the Bargaining Unit: No employee outside of the bargaining unit will be used on work of the same nature as that performed by employees in the bargaining unit, except as follows:

- 1) In cases of emergency, i.e., a sudden generally unexpected occurrence or a set of circumstances demanding immediate action to avert an injury to employees, prevent a loss of product, or the destruction of equipment or Company property. However, taking the place of an employee to work to keep product lines moving shall not apply.
- 2) In the instruction or training of employees, it is understood that the employee or employees being instructed or trained will be present where such instruction or training is taking place.
- 3) When development or experimental work is to be performed, the Company will contact the Steward.
- 4) The taking of inventory by a supervisor and such accounting personnel as may be required.

Section 3. Outside Contracting: Whenever the Company uses the services of an outside contractor, the Company will notify the Chief Steward or, in his absence, a designee, prior to any work being performed by an outside contractor.

Excluded from the above procedure are outside contractors who perform the following services:

- Locksmiths
- Leased fork truck servicing
- Carpentry work – tile, flooring, wood construction, suspended ceiling installations
- Phone company
- Window repair and outside cleaning
- Plumbing work, limited to cleaning drain lines and/or toilet repair and unplugging
- Pest Control Services
- Landscape Services
- Concrete/Asphalt repairs and installs
- Fire sprinkler system repairs/installations/maintenance and testing
- Roofing repairs, replacements
- Environmental clean-up and sampling
- Outside high level pressure washing and painting
- Relief valve testing and repairs
- Fire extinguishing services
- Dock lock, dock leveler, overhead door installation, repair and maintenance
- Back pressure relief valve testing and maintenance
- Scale certifications

Section 4. It is not the Company's intent to assign normal maintenance work to outside contractors so as long as there are sufficient resources within the Maintenance department, including time, equipment, and expertise to accomplish the work.



Due consideration will be given to the Maintenance Shops when scheduling project work, including supplementary work to a project which was originally assigned to outside contractors.

Section 5. It is also understood that the Company shall not discriminate against any employee in assigning work and further shall take necessary action against anyone who violates the spirit of this Agreement.

SMITHFIELD PACKAGED MEATS CORP.FOODS INC.

UNITED FOOD & COMMERCIAL.  
OF CUMMING, GEORGIA

WORKERS INTERNATIONAL,  
LOCAL UNION NO. 1996

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LETTER OF UNDERSTANDING

Between

SMITHFIELD PACKAGED MEATS CORP

and

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1996

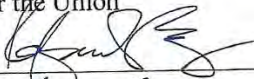

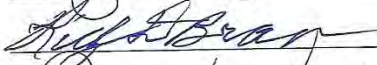
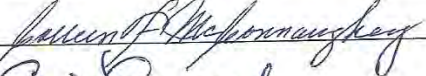


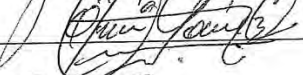
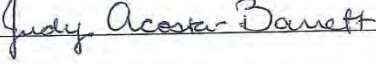
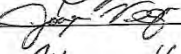

MAINTENANCE TRAINING PROGRAM (MTP)

1. After ratification of the current CBA, the Company and the Union will establish a committee to discuss establishing a Maintenance Training Program. The Maintenance Training Program will follow the Company standard training format.
2. The committee will be composed of three maintenance employees, chosen by the Union, and representatives from the Company. All updates and changes made to the program will be mutually agreed to by the Company and the Union.
3. All current maintenance employees will continue to receive contract increases based on the ratified CBA until the new Maintenance Training program is established.
4. Any updates and changes made to the program shall be implemented once mutually agreed upon by the Company and Union, on or before December 31, 2023.

Agreed to on this 12<sup>th</sup> day of April 2023. In Cumming, Georgia.

For the Union

For the Company

LETTER OF UNDERSTANDING

Between

SMITHFIELD PACKAGED MEATS CORP

and

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1996

STATE OF EMERGENCY/INCLEMENT WEATHER

The Union and the Company agree that in the event of a State of Emergency or severe inclement weather the Company's Plant General Manager will discuss the plant's decision with the Union's Senior Servicing Director of the appropriate response to the situation as it affects the hourly employees.

Agreed to on this 12<sup>th</sup> day of April 2023. In Cumming, Georgia.

For the Union

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For the Company

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LETTER OF AGREEMENT

Between

SMITHFIELD PACKAGED MEATS CORP

and

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1996

TEMPORARY STAFFING AGENCY

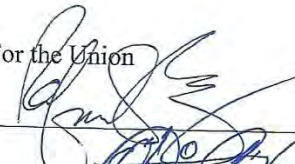

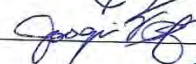
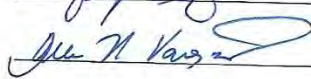
The purpose of this letter is to have the ability to meet and discuss with the Union/Chief Steward, specific needs (when needs arise) to supplement the full-time workforce with temporary staffing agency employees for a specified amount of time and must be mutually agreed upon.

Thereafter, the Company and the Union/Chief Steward must meet quarterly to discuss and agree to continue the utilization of temporary employees.

It is not the intent of this agreement to allow the Company to utilize temporary agency employees to circumvent the terms and conditions of the collective bargaining agreement.

Agreed to on this 14<sup>th</sup> day of April 2023, in Cumming, Georgia.

For the Union

For the Company

