

COLLECTIVE BARGAINING AGREEMENT
between
TYSON FOODS, INC.
CENTER, TX
and
UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL #540

Effective
February 28, 2021
Through
February 28, 2026

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ARTICLE 1
PARTIES TO THE AGREEMENT

THIS AGREEMENT, made and entered into by TYSON FOODS, INC., 1019 Shelbyville Street, Center, Texas, hereinafter referred to as the “Company”, and UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL 540 hereinafter referred to as the “Union.”

ARTICLE 2 RECOGNITION

Section 1. Company: The company recognizes the Union as the exclusive bargaining agent for all production employees in its Poultry Processing Plant located at Center, Texas, but excluding office, clerical, technical, quality control, janitors, maintenance, assistant supervisors, supervisors, and any other supervisory employee as defined in the Labor Management Relations Act, as amended.

Section 2. Union: The Union recognizes that the Company must be in a strong market position, which means it must produce efficiently. Recognizing the need for efficient operations, the Union agrees that it will assist the Company in its efforts toward the attainment of these reasonable goals. The Union also agrees that it will cooperate with the Company and support efforts to assure a fair day's work on the part of its members. It further agrees that it will support the Company in its efforts to improve production; eliminate waste; conserve materials and supplies; improve the quality of workmanship and strengthen good will between the Company and employees.

Section 3. Union Shop Card: A Union Shop Card shall be displayed in the plant which employs members of the Union. The Local Union President or his or her agents has the full power to remove said card upon violation of the bargaining agreement. Cards shall be displayed in a conspicuous place.

**ARTICLE 3
MANAGEMENT RIGHTS**

The Management hereby retains the sole control over all matters concerning the operations, management and administration of its business, the determination of locations and relocations of its plants or any parts hereof; the determination of the products manufactured and the services to be rendered; the right to sub-contract any or all of the facility maintenance or service work; the determination as to whether product components, raw materials, parts or complete product units or services shall be processed or purchased; the right to determine the length of the work week, when overtime shall be worked and to require overtime; the direction and instruction and control of employees including, but not limited to, the determination of the qualifications and abilities of employees to perform the work in a satisfactory manner; the assignment of work or overtime; the right to select, hire, layoff, re-classify, upgrade, downgrade, promote, transfer, discipline, suspend or separate employees; the right to determine job content and to create new job classifications, to revise the content of existing jobs and to eliminate part or all of existing jobs and to create new job classifications; the right to establish production and performance standards and to determine the hours of work, the starting and quitting times, the processes and methods and procedures to be employed and the right to make and enforce reasonable rules and perform all other functions inherent in the administration and/or management of the business.

The above rights of the Company are not all-inclusive but indicate the type of matters or rights which belong and are inherent to the Company. Any of the rights, powers and authority the Company had prior to entering the collective bargaining sessions which resulted in this Agreement are retained by the Company except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 4
PROBATIONARY PERIOD -- TEMPORARY EMPLOYEES

Section 1. New Employees: All employees covered by this Agreement shall be regarded as probationary for ninety (90) calendar days beginning with their last date of hire, and are subject to discharge at the sole discretion of the Company anytime during their probationary period.

Section 2. Regular Employees: All newly hired employees who satisfactorily complete their ninety (90) calendar day probationary period, including rehires who satisfactorily complete the probationary period, shall have their name entered on the seniority list as of their last date of hire or rehire as a regular employee.

Section 3. General: Each employee whose name has been entered on the seniority list shall be eligible for all of the rights and privileges of this Agreement as of the day they are entered. Nothing contained in Section 2 above is intended to circumvent the wage rate provisions as indicated in Article 17 of this Agreement.

ARTICLE 5 SENIORITY

Section 1. Principle: The principles of seniority shall prevail on a plant basis in regard to layoff, recall, transfer and promotion, providing the individual is able to satisfactorily perform the work or learn the job in a reasonable period of time.

Section 2. Seniority Broken: The seniority service record of an employee shall be broken when they:

- (a) quit; or
- (b) are discharged for cause; or
- (c) fail to return to work within three (3) consecutive working days after receipt of notification of recall from layoff; or
- (d) have been in a layoff status for a period of nine (9) months; or
- (e) fail to return to work at the expiration of a Leave of Absence.

Section 3. Breaking Ties: When two (2) or more full-time employees have the same seniority, they will be ranked by birth date, then the lowest number value of the last four digits of the SSN, then by coin flip.

Section 4. Seniority List: The Company agrees to furnish a seniority list by paper or electronically to the Union upon written request. The Company shall not suffer any monetary penalty or liability on account of any error in this list, but will correct any error when brought to its attention through the Human Resources Manager. The Company agrees to furnish an alphabetical list to the Union upon written request. The list will include social security number, name, date of hire, job classification, shift, base pay, telephone number and address.

Section 5. Bargaining Unit Seniority: Employees who leave a bargaining unit position for more than ninety (90) calendar days, shall lose their bargaining unit seniority, unless an agreement is reached by both parties to extend this period.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 1 – Grievance Procedure: The term “grievance” as used herein is limited to a complaint or the request of an employee or the Union which involves the interpretation or application of, or compliance with, the provisions of this Agreement. It is understood and agreed that all grievances shall be handled on the employee’s own time and during non-working hours at reasonable mutually agreeable times. If the Company necessitates a meeting where a steward and/or aggrieved employee’s presence is requested by the company, during normal work shift, they will be compensated for that time up to the end of their normal shift at their regular hourly rate. For the purpose of settling any grievance, the following steps and conditions shall govern:

Step 1

The steward with or without the employee as they so desire shall first seek settlement with the General Production Manager (GPM) or their designee. Each grievance shall be reduced to writing on a grievance form provided by the Union. No grievance shall be deemed valid unless it is submitted within five (5) working days of the occurrence giving rise to the dispute. The GPM shall provide an answer in writing to the steward within five (5) working days from the date the grievance is received. If there is no resolution of the dispute at this step, the grievance may be submitted by the Union to Step two (2) within five (5) working days from response of the GPM.

Step 2

If the grievance is unresolved in Step 1, it must be presented to the Complex Manager or a designee within five (5) working days of Management’s reply at Step 1. Within ten (10) working days after receipt of such notice, the Complex Manager or designee will confer with the Union Representative or designee with or without the steward and employee in an attempt to reach settlement or further rights concerning that subject shall be waived. Management’s reply shall be made in writing within five (5) working days of any hearing conducted on the matter. During this step, witnesses may be called, one (1) at a time, for clarification purposes without the employee present. Only questions regarding the grieved incident may be addressed during this meeting. The Complex HR Manager has the authority to schedule the witness within a reasonable time of the request.

Step 3

Pre-Arbitration Step: The parties agree that the Director of Human Resources Operations and the local Union Representative will meet in a pre-arbitration meeting within fifteen (15) calendar days following the company's response in Step 2 to see if the grievance can be resolved prior to arbitration. The Union and Director of Human Resource Operations may extend this time frame by agreement. The Human Resources Director's response is due within ten (10) working days of the pre-arbitration meeting.

Section 2. Grievance Progression: In the event that the Company does not reply to a grievance within the time limits set forth in Step 1 of this Article, the Union may, upon notification to the Company, process such grievance to the next step of the grievance procedure. In the case of termination or suspension, the grievance shall be submitted directly to step two (2) of the grievance procedure.

ARTICLE 7 ARBITRATION

Section 1. Arbitration Procedure: Any grievance by an employee or by the Union, on behalf of itself or an employee, which the parties to this Agreement have been unable to settle pursuant to the grievance procedure, may be submitted to arbitration by an impartial arbitrator to be selected by mutual agreement of the parties. The demand for arbitration must be made in writing within ten (10) working days after the Union received the Company's answer in writing at Step 3 of the Grievance Procedure, or further rights concerning that subject shall be waived. Where the parties have determined arbitration is necessary, the Union shall request no later than five (5) working days following notice, the Director of the Federal Mediation and Conciliation Service to submit the names of seven (7) disinterested and qualified persons to act as impartial arbitrators. From such list of seven (7) persons, the Company and the Union shall strike alternately one (1) name until six (6) names have been eliminated and the person whose name remains on the list shall be selected to act as impartial arbitrator. The arbitrator is requested to submit the decision in writing within thirty (30) days after the conclusion of the hearing subject to the deadline for filing briefs and other pertinent information. The decision of the arbitrator, subject to the limitations set forth in this Article, shall be final and binding upon the employees involved and the parties to this agreement. The compensation and necessary expenses of the arbitrator shall be borne equally by the Company and the Union. It is understood and agreed that neither party may be compelled to arbitrate more than one grievance at any one arbitration hearing. However, nothing shall prevent the parties from combining two or more grievances for arbitration if they mutually agree to do so in writing.

Section 2. Grievance Dismissal: Once an arbitrator has been selected, unless otherwise agreed, a grievance shall be dismissed if it has not been scheduled for hearing within thirty (30) days, consistent with the arbitrator's schedule, or the demand for arbitration.

Section 3. Power of the Arbitrator: The arbitrator shall be empowered, except that powers are limited below, to make a decision in cases of alleged violation of rights expressly accorded by this Agreement or written supplementary agreement.

Section 4. Arbitrator Limitations: The limitations of the power of the arbitrator are as follows:

- (a) They shall have no power to add to or subtract from or modify any of the terms of the Agreement.
- (b) They shall have no power to establish wage rates or to change any existing wage rates.
- (c) The Company shall not be required to pay back wages prior to the date a written grievance is filed with the Company.
- (d) All awards of back wages shall be limited to the amount of wages the employee would have otherwise earned from their employment with the Company during the period as above defined less any employment or unemployment compensation or other compensation for personal services, except those established earlier, that they may have received from any source during the period.
- (e) They shall have no power to substitute at their discretion or the Company's discretion in places where the Company has retained discretion or is given to act by the Agreement or by any written supplementary agreement.
- (f) They shall have no power to decide any question which under this Agreement is within the right of management to decide.

Section 5. Responsibility of Employee: It is understood and agreed that all employees within the Bargaining Unit covered by this contract must exercise all their rights, privileges, or necessary procedures under this Contract, International and District or Local Union Constitution, in the settlement of any and all complaints

or grievances filed by such employees before taking any action outside of the scope of this Contract for the settlement of such grievances. Failure to do so will void further action under the grievance and arbitration procedure.

Section 6. Union Grievance Committee: It is understood that the Union grievance committee shall make the final decision as to arriving at a settlement of any grievance instituted by an employee covered by this contract. No grievance shall be submitted to arbitration by the Union without the approval of the Union Grievance Committee.

Section 7. Non-Binding Mediations: Before preceding to arbitration, the parties may mutually agree to invoke non-binding mediation by requesting a mediator from the Federal Mediation and Conciliation Service (FMCS). The mediator shall promptly convene mediation, however, efforts will be made to convene the mediation within thirty (30) days after the mediator has been selected. The mediation may be rescheduled at the request of a party or the mediator.

**ARTICLE 8
JOB VACANCIES AND JOB BIDDING**

Section 1. Permanent Vacancy Defined: Permanent Vacancy is defined as a vacancy caused by a quit, discharge, promotion, or the establishment of a new job.

Section 2. Posting of Permanent Vacancy: Permanent Vacancies in all classes will be posted for three (3) working days by Human Resources Department. When posting, the job title, job class, rate of pay, duties and qualifications needed will be indicated on the posting. Employees wishing to bid on the job will do so by putting their name and personnel number on the job posting. Once the employee has put their name on a job posting it may be removed only upon written request to the Human Resources Manager. The most senior qualified bidder will be awarded the job as soon as practical, but no later than fourteen (14) calendar days after the date of the posting. Bidders not moved to the higher class after 14 days will receive the rate of the awarded job. Successful bidding employees will have fourteen (14) calendar days in which to qualify for the job. If the successful bidder fails to qualify, they will be returned to their prior job except if their prior job has been eliminated. The Company will then offer the job to the next most senior qualified employee from the original bid list and continue this procedure until the original bid list is exhausted. The Company can then fill the permanent vacancy from any source whatsoever. There shall be no obligation to post a position vacated by a successful bidder or by an employee assigned a permanent vacancy, until the bidder or person assigned qualifies for their new position or fourteen (14) calendar days.

Section 3. Eligibility for Job Bidding: All non-discretionary positions will be filled by the most senior qualified bidder. The company will post notice of all discretionary position openings. These positions will be selected with respect to ability, attendance, and performance. Where two (2) candidates are equally qualified, seniority prevails. Discretionary positions are leads. An employee awarded a bid job, and not subsequently disqualified, or refuses the bid shall not be permitted to bid again for six (6) months unless a higher class job is involved, or their job has been eliminated. A copy of the notice postings will be given to the union.

Section 4. New Job to Plant: When a new job is created, the Company will notify and supply a job description to the Union, and the parties will negotiate a rate of pay.

**ARTICLE 9
SAFETY AND HEALTH**

Section 1. Company: The Company agrees to make every reasonable effort to provide safe and healthful working conditions in the various places where work is performed.

Section 2. Union: The Union, likewise, agrees to encourage its members to work safely and to follow the instructions of the Company in the proper care, use, operations, protection and maintenance of property, equipment and vehicles; and that nothing in this Agreement shall imply that either the Local or the International Union has undertaken or assumed any portion of that responsibility.

Section 3. Accident, Injuries, Defective Equipment: It shall be the responsibility of each individual employee to notify their superior immediately of any accidents, injuries or defective equipment.

Section 4. Safety Committee: A representative Safety Committee shall be established to be composed of representatives of the Company and representatives of the plant. The Union may designate the chief steward from both the day and night shift to the committee. The Safety Committee shall hold monthly meetings at times determined by the committee. This committee shall make recommendations to help benefit the plant safety program.

Section 5. Ergonomics: The Company and the Union agree to promote and practice ergonomically sound work habits. The Company may move people based on health and ergonomic reasons. A job rotations program shall be implemented for positions that our ergonomic analysis shows necessary.

**ARTICLE 10
HOURS OF EMPLOYMENT AND OVERTIME PAY**

Section 1. Work Week: The work week for most employees is a period of seven (7) consecutive twenty-four (24) hour calendar days, beginning at 12:01 o'clock a.m. on Sunday. The work week, however, need not be the same for all employees, and those whose assigned work week begins on a day other than Sunday, or at a time other than 12:01 o'clock a.m., will be so informed. The Company will provide at least a seven (7) day notice of any permanent shift change.

Section 2. Work Day: The work day is a twenty-four (24) hour period, beginning at 12:01 o'clock a.m. on any day within the employee's work week. As an exception to this rule, an employee whose normal and individual shift of work is expected to regularly begin before, and end after, 12:01 o'clock a.m., may be assigned a work day beginning at the normal starting time as shift of work starts.

Section 3. Weekly Work Schedule: Each full-time employee will be assigned a weekly work schedule of five (5) consecutive days beginning with the first day of their work week, although the Company does not undertake to provide any minimum number of hours of work on any work day or any minimum number of days of work in any work week.

Section 4. Weekly Overtime Pay: Work performed by an employee in excess of forty (40) hours during their work week will be paid for at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.

Section 5. Sixth and Seventh Consecutive Day Overtime Pay: Any full-time employee who performs assigned work on the sixth or seventh consecutive work day in their weekly work schedule will be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay for all such work, provided the employee has worked all scheduled hours in the week. Exceptions to working all scheduled hours: (1) bereavement policy absences, (2) jury duty, (3) work related injury/illness supported by a health care provider, (4) A FMLA qualified absence, (5) highways closed due to weather, (6) holiday.

Section 6. No Pyramiding or Duplication of Overtime of Premium Pay: No employee shall for any reason or at any time receive any pay for time not actually worked except as specifically and clearly required in this Agreement. An employee cannot be entitled to more than one allowance of overtime and/or premium pay for the same work time.

Section 7. Calculating When Overtime Pay is Due: In determining when overtime pay is due, only hours actually worked will be counted, unless this Agreement provides otherwise.

Section 8. Notice of Saturday, Sunday Work: The Company shall notify unit employees of work scheduled to be performed on Saturday or Sunday by putting a notice on the plant bulletin board promptly after notifying USDA .

Section 9. Notice of Overtime: When daily overtime is required for employees on the first shift, they shall be notified before break. When daily overtime beyond nine (9) hours is required for second shift, they shall be notified before break. If notice of daily overtime is not posted before break, then employees who need to leave work at the end of their regular shift shall not have any attendance points assessed to their record. No employee will be required to stay more than twelve (12) work hours (thirteen (13) hours including breaks) to complete a shift, but may do so on a voluntary basis.

Section 10. Pay Other Than Overtime:

Report-in pay. All employees scheduled to work and reporting on time will be guaranteed four (4) hours work, or four (4) hours pay, at their regular straight time rate, or equivalent work unless they are notified in advance, or unless work is not available because it is prevented by fire, flood, failure of power, or other conditions beyond the Company's control.

Call-in Pay. Any employee who is called into work other than normal start time or has completed their shift and has left the plant and is called back to work the company will guaranteed four (4) hours of pay, at their regular straight time rate or equivalent work.

On-call Pay. Any employee required by the company to wear a pager or remain by the phone shall receive four (4) hours of straight time pay for each twenty-four (24) hour period.

**ARTICLE 11
DISCIPLINARY ACTION**

Section 1. Responsibilities: The Company recognizes its responsibilities as an employer, and the Union concurs in this responsibility of the Company, to discipline employees in order to maintain harmony in the organization. The Company accepts its right to issue, post and enforce reasonable rules which are not in direct conflict with the provisions of this Agreement.

Section 2. Written Notice of Discharge or suspension: Discharged or suspended employees shall be given a written notice stating the reason for such discharge or suspension. The Union will be notified of all disciplinary discharges of regular full-time employees within 48 hours of the termination.

Section 3. Disclaimer: No arbitration case shall hinge on the outcome of a discharge or suspension merely on the merits of the Company failing to provide final written notice to the employee and/or Union.

Section 4. Absenteeism and Tardiness: The Company and the Union agree that the problem of habitual or excessive absenteeism or tardiness, is to be handled under the prerogatives of management in a fair and equitable manner.

**ARTICLE 12
VACATIONS**

Section 1. Eligibility: Employees must qualify each year by meeting two basic conditions:

- (1) Complete each anniversary year as a regular full-time employee, and
- (2) Actively worked at least 26 or more weeks in that anniversary year.

Section 2. Entitlement: Full-time anniversary dates will be used to determine years of service for vacation entitlement as follows:

One (1) year	One (1) Week	(5) days at a time
Three (3) years	Two (2) Weeks	(5) days at a time
Ten (10) years	Four (4) Weeks	(10) days at a time

Section 3. Pay: Vacation pay shall be forty (40) hours, at their current rate, for each week of vacation due. Employees prevented from actively working 26 weeks in the completed anniversary year due to a Leave of Absence or layoff shall have their vacation benefits prorated based on the following schedule:

26 weeks or more	100%
Less than 26 weeks	0%

Section 4. Scheduling: Management has the right to approve and grant vacation weeks or days based upon plant seniority and availability. Vacation may be scheduled with one day notice a day at a time according to the entitlement in section 2. Whole week requests have priority over requests for day at a time in vacation scheduling. Approved whole week vacations granted at least 30 days in advance will not be canceled except in cases of extreme emergency and with approval by the Plant Manager. Employees changing shifts or departments whose vacation is scheduled within 30-days of the change shall take their vacation schedule with them; vacation schedule beyond 30-days will need to reschedule with the appropriate supervisor.

Section 5. Miscellaneous: Vacations must be taken during the employee's anniversary year and there will be no carry-over of vacation from one anniversary year to another. Vacation time not taken shall be considered lost.

Section 6. Vacation Payments: The employee is not eligible for vacation until it is earned and vacation pay shall not be issued until the payday following the employee's eligibility date. Employees may receive their vacation pay at which point the vacation time remains available for the duration of their anniversary year to be taken without pay OR the employee may retain the vacation time and receive vacation pay when the time off is utilized.

Unused vacation time does not roll-over from one anniversary year to another. If an employee leaves the company, any vacation pay the employee has available will be paid out on their final paycheck. If an employee has vacation pay available at the end of the anniversary year, it will be paid out at the end of the year.

Section 7. Vacation scheduled for a full week will begin on Monday and will end on Sunday.

Section 8: An employee taking a full week vacation beginning on Monday of a work week shall not be required to work the following Saturday or Sunday, but may work if they wish and have sufficient seniority.

Section 9: If an employee takes a full week of vacation, they may be allowed to take the preceding Saturday or Sunday off, if agreed to by the supervisor.

Employees who are on vacation on a Friday are not required to work the following Saturday or Sunday, but may work if they wish and have sufficient seniority.

ARTICLE 13 HOLIDAYS

Section 1. Holidays Defined: All full-time employees shall be eligible to receive eight (8) hours of holiday pay allowance at their regular rate of pay for each public holiday listed below. Employees who have established seniority shall be eligible for the Birthday and Floating holiday:

- New Year's Day (January 1)
- Martin Luther King's Birthday (3rd Monday in January)
- Memorial Day (as assigned)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)
- Employee's Birthday
- Floating Holiday

Section 2. Qualification for Holiday Pay: The Company and the Union agree that the employees covered under this Contract shall have an uninterrupted or unbroken period of twenty-four (24) hours in which to observe each holiday named in Section 1 above. If an employee fails to work all scheduled hours on the last scheduled work day before or the first scheduled work day after a holiday or work all scheduled hours on the holiday, they will forfeit holiday pay except for the following reasons: (1) bereavement policy absences, (2) jury duty, (3) prearranged court appearance, (4) job related injury, (5) an FMLA qualified absence, (6) highways closed due to weather, (7) legitimate, provable reasons acceptable to the Company to be decided by the Complex HR Manager.

Section 3. Qualification for Overtime Pay for Holiday: Any employee who works on a holiday shall be paid time and one-half (1 1/2) for the hours worked in addition to holiday pay for eligible employees, provided they work all scheduled hours on that day. Employees shall not receive holiday pay if they are required to work on the holiday and refuse.

Section 4. Holiday in Vacation: If a holiday falls during an employee's vacation week, they shall receive their regular rate of pay for eight (8) hours upon returning to work.

Section 5. Employees on Leave of Absence: Employees on a Leave of Absence or layoff that work in the week in which a holiday occurs shall be entitled to holiday pay provided they meet the other qualifications in Section 2 of this Article.

Section 6. Birthday Holiday: Birthday Holiday is to be taken on the employee's birthday may only be rescheduled in case of an extreme emergency by the plant manager. If the employee's birthday falls on Saturday and work is not scheduled, the employee may take off on a Friday. If the employee's birthday falls on Sunday and work is not scheduled, the employee may take off on Monday. If the employee's birthday falls on a recognized holiday, they may take off the scheduled work day preceding or following the holiday. If an employee's birthday holiday falls on any other day of the week and there is no work scheduled for the employee they may request another day off either the day before or the day after their birthday.

Section 7. Floating Holiday: An employee will receive a Floating Holiday each anniversary to be taken before their next anniversary date. The employee must request the holiday in writing and be approved in advance by his/her supervisor.

**ARTICLE 14
UNION VISITATION**

Section 1. Union Visitation: Designated Union representatives employed by Local 540, shall have access to the Company's facilities. Visits shall be for the purpose of investigating or settling grievances and for contract administration or to ascertain whether the agreement is being properly observed. Such visits must be cleared with the Complex HR Manager or a person designated by him/her. Should a representative have a need to visit the work areas for the above stated purpose, a member of management will accompany the representative into the work area.

Section 2. Union Officials Not Employed by Local 540: Union officials who request to visit the Plant, who are not employed by Local 540, will be admitted to the premises. Requests must be made at least five (5) calendar days in advance of such visit, state his/her position with the Union, and the purpose of such visit. The Company shall have the right to approve such visits, but will not unreasonably deny these visits.

It is not the intent of the local Union to disrupt or interfere with production, cause disruption, or stop production. If it becomes necessary for the Union representative or officer to go into lengthy discussions with the employee in the course of a grievance, the officer and/or representative will ensure that these discussions shall take place on non-work time.

ARTICLE 15 LEAVE OF ABSENCE

Section 1. Leave of Absence Procedures: The Company will comply with all provisions of the family and medical leave act. All full-time employees who have completed their probationary period may be granted a Leave of Absence. Leaves of Absence are to be requested in advance or in emergency situations as soon as practically possible. All Leaves of Absence are to be made on the Leave of Absence application provided by the Company. Leaves will not be granted for the purpose of trying out or venturing into self-employment, another job, serving as full-time club or association officer, incarceration, or any situation deriving income. Employees on a Leave of Absence for any reason, shall be terminated if the Leave of Absence exceeds the amount of time they are eligible for, fail to return at the end of the period granted, or fail to seek an extension. All Leaves of Absence that are of a sensitive nature will be kept confidential by both the Company and the employees. The Company will not require vacation be taken before FMLA.

Section 2. Leave of Absence Entitlement: All full-time employees who have completed their probationary period, but are not eligible for a Leave of Absence under the rights guaranteed by the Family and Medical Leave Act, may be granted a leave of absence. Eligible employees who are unable to work due to a non-work related temporary disability or personal reasons shall be entitled to a Leave of Absence with proper medical documentation from a physician. The Leave of Absence for this purpose shall not exceed the following times, unless approved by the VP of HR Operations: upon hire but less than 3 months of service, two (2) weeks of leave; three (3) months to one (1) year of service, three (3) months of leave; upon completion of 1-year of service, up to one (1) year of leave. Personal leaves shall be granted at intervals determined by the company and extended with proper evidence. Non work-related temporary disability leaves shall be granted for a period of time as determined by the treating physician. In no case shall Leaves of Absence exceed the maximum limits set forth in this section.

Section 3. Work Related Leave of Absence: All employees who are unable to work due to a work related temporary disability shall be entitled to a Leave of Absence with proper medical documentation. Leaves of this nature shall be granted for a period of time as determined by the treating physician.

Section 4. Military: All Leaves of Absences for this reason will be based on military requirements and the Company's obligation, in such cases, shall be that required by law. A regular full-time employee with one (1) or more years seniority who is called to summer military encampment shall receive up to two (2) weeks, the difference between their military pay and that which they would have received had they worked, provided they work the scheduled work day before and after encampment.

Section 5. Jury Duty: Employees who are called for jury duty will be allowed time off for such duty. The employee shall be paid the difference between any compensation received for jury service and their regular company pay for a regular work week or any portion thereof. It is expected that if the jury service in any one day is of such nature that the employee can report for a portion of the work day, that this will be done.

Section 6. Funeral Leave: When a full-time employee, who has established seniority, is absent from work due to a death in their immediate family (defined as the employee's spouse, children, parents, siblings, grandchildren, or grandparents, mother/father-in-law, brother/sister-in-law, son/daughter-in-law, or stepparents, children that are legally adopted or that the employee is a legal guardian of) the employee will receive up to three (3) days pay. Pay for such lost time from work shall be computed at eight (8) hours, times the employee's straight time hourly rate for each day. It is not the intent of this section to limit the amount of time off from work that is reasonably necessary in a particular case, but compensation shall not exceed that which is described in this section.

Section 7. Union Leave: Leaves of Absence not exceeding three (3) months per year may be granted to not more than two (2) employees at a time, from different shifts, without loss of seniority, who have been elected or designated for the purpose of attending Union meetings, conventions, schools, and seminars. One (1) employee with one (1) or more years of seniority may be granted a leave of absence for up to one (1) year to work for the Union. An employee granted a leave of absence to work for the Union shall not be assigned to any of the non-union Tyson Foods, Inc., facilities.

Section 8. False Pretenses: Any leaves requested or granted under false pretenses shall be grounds for automatic termination.

Section 9: The Company agrees to furnish to the Union each month a list of names of employees terminated, laid off, and on a Leave of Absence during the previous month.

**ARTICLE 16
COMPANY AND UNION RESPONSIBILITIES**

Section 1. Company and Union Responsibilities: During the term of this agreement there shall be no strike, picketing, stoppage, sympathy strike, slowdown or suspension of work on the part of the Union or its members, or no lockout on the part of the Company.

Section 2. Union Responsibilities: In the event any violation of Section 1 of this Article occurs, the Union shall take the following steps:

- (a) The Union shall declare publicly that such action is unauthorized.
- (b) The Union shall promptly order its member to resume their normal duties.
- (c) The Union, or its members individually, shall not question the unqualified right of the Company to discipline or discharge employees engaged in, participating in, or encouraging such action. It is understood and agreed on behalf of the Union and its members that such action on the part of the Company shall be final and binding upon the Union and its members and shall in no case be considered as a violation by the Company of any of the provisions of this agreement. However, an issue of fact as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation may be subject to the grievance procedure.

**ARTICLE 17
WAGES**

Section 1. Effective Dates: All wage increases provided in this Agreement shall be effective the first Sunday following the date of this Agreement.

Section 2. Wage Increases:

- (a) Effective February 28, 2021, all employees will be paid in accordance with the wage schedule identified as Exhibit 1.

Wage Schedule – Exhibit 1

Production	Start	5 Years	10 Years
Current	\$ 15.00	\$ 15.20	\$ 15.30

- (b) The first Sunday in March of the years 2022, 2023, 2024 and 2025, Exhibit 1 will be increased by the average rate increases, if any, given to other Tyson plants in the Tray Pack Division during November/December of the previous year, but will be no less than fifteen cents (\$0.15).
- (c) The collective bargaining parties agree that the wages listed in Exhibit 1 can be increased at any time by mutual agreement of the parties.

Section 3. Probationary Rate: The Company reserves the right to set the probationary rate, and to increase or decrease this rate due to competitive needs. The Company will advise the Union of any such change.

Section 4. Shift Differential: A shift differential of one dollar (\$1.00) per hour will be paid to all employees who work second and third shift.

Section 5. Incentive Plans: The Company may implement an incentive plan, as long as the employees receive not less than the wage rate provided in Exhibit 1. The Company reserves the right to change or stop any such incentive programs, by giving the Union at least thirty (30) calendar days notice.

**ARTICLE 18
DRUG TESTING**

Section 1. The Tyson Foods, Inc. Corporate Drug Policy shall become effective as provided therein, and both parties agree that, during the term of this contract, any changes to this Corporate Drug Policy shall be made to this Agreement. The parties agree that this drug Policy is hereby incorporated into this agreement by reference and the parties agree to comply with its terms and provisions.

ARTICLE 19 GENERAL PROVISIONS

Section 1. Injury on Job, Pay for Day: When an employee within the bargaining unit is injured on the job, and when, in the exclusive opinion of the Company's physician or medical department, they are unable to return to work, the employee will be paid their straight time wages for the balance of the regular shift assigned for the day on which they sustained the injury.

Section 2. Items at Cost to Employees: The Company shall, at its own expense, maintain an organizational supply room where employees may purchase at the Company's invoice and freight-in cost such items of working apparel as the Company chooses to select and stock.

Section 3. Items Furnished Without Cost: The Company agrees to furnish free of cost, knives, stools, tools, and safety equipment where needed on a replacement basis, namely that when such tools now in use wear out, they will be replaced by the Company without charge, and the new tools will remain the property of the Company. The Company will pay for the maintenance of tools and equipment. The Company will comply with OSHA standard for payment of personal protective equipment, 29 CFR 1010.132.

Section 4. Temporary Transfers and Rates of Pay: To minimize record keeping employees temporarily assigned to work at a higher rated job will receive the higher rate of pay only if they perform the higher rated job for greater than one (1) hour in the workday. An employee in a higher rated job who is assigned to work at a lower rated job will continue to receive the higher rate of pay, provided their higher rated job must still be performed. If the higher rated job does not need to be performed then the employee will receive the rate of pay according to the job performed a majority of the hours in the day. A regular full-time employee will not be required to work for more than thirty (30) days on an involuntary job assignment in a six (6) month period.

Section 5. Lockers: The Company will maintain in the plant a sufficient number of personal property lockers for the use of all full-time employees, provided they are kept clean according to USDA standards and lockers will be empty and unlocked on weekends.

Section 6. Freezer Suits: The Company will provide, on a replacement basis as needed and determined by management, one (1) freezer suit to Team Members assigned to the following: 28-degree room, Shipping Fork Lift Drivers, Shipping Lead, Shipping Dock Blast Loaders, and Roller Pullers. The Company will loan a freezer suit to the following temporarily assigned employees: 28-degree room, Shipping Fork Lift Drivers, and anyone assigned to work in the blast tunnel (feeders and pullers). Appropriate wear will be supplied for whole breast dumpers.

Section 7. Union Bulletin boards: The Company will provide the union with a bulletin board for the purpose of posting official union notices, list of stewards and contract. No notice shall contain political campaign matters, or in any manner adversely reflect upon the company, the Union, any supervisor, employee or customer.

Section 8. Code of Conduct: The Tyson Foods, Inc., Corporate Code of Conduct and Compliance Policy as provided, is hereby incorporated into this agreement by reference and the parties agree to comply with its terms and provisions. Both parties agree that any changes made to this Corporate Code of Conduct and Compliance Policy shall also be made to this agreement.

Section 9. Safety Equipment and Working Supplies: The Company shall furnish, with the exception of footwear, at no cost to the employee, all safety protective equipment and working supplies the Company deems necessary for the protection of employees and proper performance of their job. All such equipment, tools, and supplies that are furnished by the Company shall remain property of the Company and shall be replaced when worn out through normal usage on the job. Misuse, intentional damage, or loss of working supplies will result in the team member being charged a replacement fee.

Section 10. Request for Day of Vacation or Pre-Arranged Absence: Employees who wish to request a day of vacation or a prearranged absence shall do so by written request on a form provided by the Company as soon as the employee has knowledge of the need to be away from work, or at least forty-eight

(48) hours prior to that date, except for legitimate provable reasons. Management may approve or deny based on the following:

Prearranged Absence: Reason for the request and staffing needs in the department

Day of Vacation: Staffing needs in the department

Should the supervisor determine that for reason or staffing needs the request cannot be approved, they will have it reviewed by the GPM. If, after reviewing the request, the GPM would, for reasons or staffing needs, agree with the supervisor decision, they will have the Sr. production manager review the request. If the Sr. production manager and HR manager cannot agree on the approval or denial, it will be reviewed by the plant manager or complex manager for final resolution. If a request for a single vacation day or pre-arranged absence has not been responded to within twenty-four (24) hours (next business day), the employee may advance the request to the next level. After approval is given, the Company will not cancel a single vacation day or pre-arranged absence.

Section 11. Union Orientation: The company agrees to provide a minimum of fifteen (15) minutes on the first day of new hire orientation prior to first break for a designated Union Representative to speak to employees.

**ARTICLE 20
LUNCH/BREAK PERIODS**

Section 1. Lunch/Break Periods: Both parties agree that employees will receive one 60-minute meal period (with 55 minutes unpaid and up to 5 minutes paid (donning and doffing time)) as close to the middle of the employee's scheduled work shift as possible. Company shall furnish coffee free of cost to the employees.

Donning, doffing, walking, and washing activities at the meal period-not all of which is considered compensable by law - should occur within the punch times. For purposes of this collective meal period, up to five (5) minutes paid activity time shall count as work time and is subject to the calculation of overtime, if applicable. The parties agree to negotiate in the future over any changes to the law affecting the rest or meal break time, e.g., USDA-FSIS inspectors.

The company will continue to follow the practice of allowing employees reasonable access to restroom facilities.

In the event overtime work is required beyond eight and one half (8 1/2) worked hours, all employees will have a fifteen (15) minute paid break before work continues. For each additional two (2) hours and thirty (30) minutes of actual worked time a paid fifteen (15) minute break will be given.

ARTICLE 21 HEALTH AND WELFARE

Section 1: During the term of this Agreement, the Company will maintain a benefits program for all eligible bargaining unit employees coming under the terms of the Agreement. This Article will provide general descriptions of those benefits. The plan documents (as from time to time amended, and which are hereby incorporated by reference into, and are made a part of this Agreement) will provide 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 descriptions provided below and the plan documents.

Section 2: The Company will have the discretion to, among other things, select all vendors, third party administrators and other service providers; determine appropriate funding methods and cost-sharing arrangements; and modify the terms and conditions for each benefit plan. Subject to the foregoing, the Company retains the discretion to modify, change, or amend any benefit plan. In addition, the Company retains control over the administration of the benefit plans, including the authority to interpret the plan documents.

Type of Benefit

The following benefits shall commence on the first day of the month following completion of 59 days of full-time employment and shall terminate on the employee's last day of employment.

- Group Health Plan
- Prescription Drug Coverage
- Dental Core Plan
- Vision Core Plan
- Company Paid Term Life
- Company Paid AD&D
- Company Paid Short-Term Disability

The following optional coverages are available at additional cost on the first day of the month following 59 days of full-time employment and shall terminate on the employee's last day of employment. Voluntary benefits are portable.

- Dental Buy-Up Plan
- Vision Buy-Up Plan
- Voluntary Term Life for employee, spouse and dependent children
- Voluntary Term AD&D for employee and family
- Voluntary Long-Term Disability
- Voluntary Critical Illness
- Voluntary Whole Life
- Voluntary Hospital Indemnity
- Voluntary Accident
- Legal Plan

Contribution During Leave of Absence and Temporary Layoff: An employee who is on an approved Leave of Absence or Temporary Layoff may continue their Group Health Plan contribution as though they were actively employed if premiums are paid by the employee. Basic Life and AD&D, Voluntary Life and Voluntary AD&D, and Voluntary Long-Term Disability may be continued (if premiums are paid) on the following basis:

- Three months up to one (1) year of service - to the end of the month your leave begins plus one (1) month
- One (1) year up to five (5) years of service - to the end of the month your leave begins plus three (3) months

Five (5) or more years of service - to the end of the month your leave begins plus six (6) months (Leave of Absence only)

Five (5) or more years of service - six (6) months from the Layoff begin date (Layoff only)

Retirement Savings Plan: The Company agrees to make available the Retirement Savings Plan to cover employees in the plant bargaining unit. The Retirement Savings Plan currently includes the following terms:

1. Employees are eligible to participate on the first day of the month following 59 days of employment.
2. Employees can contribute from two (2) to sixty (60) percent, up to IRS limitations, of their eligible pay on a pre-tax basis.
3. After completion of one (1) year of employment the Company will match, dollar-for-dollar, the employee's contribution up to three (3) percent of pay. Plus, the Company will match half (1/2) of the employee's further contributions up to the next two (2) percent of pay.
4. Employees are immediately one-hundred percent (100%) vested in their and the Company's contributions.

The plan document for the Retirement Savings Plan (as from time to time amended) is hereby incorporated by reference into, and is made a part of, this Agreement. The plan document provides 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 with the general description provided above.

The Company retains the discretion to modify, amend, suspend or terminate the Retirement Savings Plan. In addition, the Company retains control over the administration of the Retirement Savings Plan, including the authority to interpret the plan document.

Stock Purchase Plan: The Company agrees to make available the Employee Stock Purchase Plan to cover employees in the plant bargaining unit. The Employee Stock Purchase Plan currently includes the following terms:

1. Employees are eligible to participate on the first day of the month following 59 days of employment.
2. Employees can contribute from one (1) to twenty (20) percent of their eligible pay or a dollar amount from \$1.00 to \$25.00 per week on an after-tax basis.
3. After completion of one (1) year of employment, Tyson will make a contribution equal to twenty-five percent (25%) of the first ten percent (10%) of pay contributed to the Plan.
4. Employees are immediately one-hundred percent (100%) vested in their and the Company's contributions.

The plan document for the Employee Stock Purchase Plan (as from time to time amended) is hereby incorporated by reference into, and is made a part of, this Agreement. The plan document provides 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 with the general description provided above.

The Company retains the discretion to modify, amend, suspend or terminate the Employee Stock Purchase Plan. In addition, the Company retains control over the administration of the Employee Stock Purchase Plan, including the authority to interpret the plan document.

Paternity Leave Pay

Employees with a minimum of one-year full-time continuous service will be granted paid Paternity Leave for the birth of a child, to run concurrently with FMLA Parental Leave, in accordance with the Tyson Foods Leave of Absence policy. Intermittent parental leaves do not qualify for pay. This leave may not be used in conjunction with any other paid leave from Tyson.

Adoption Pay

Employees with a minimum of one-year full-time continuous service may apply for reimbursement of qualified adoption expenses upon placement of an eligible child in the home. The Company will grant to eligible employees a monetary reimbursement amount and paid leave of absence upon the adoption of an eligible child, subject to the Tyson Foods Adoption policy. This leave may not be used in conjunction with any other paid leave from Tyson.

Surrogacy Leave

Employees with a minimum of one-year full-time continuous service will be granted paid Surrogacy Leave, to run concurrently with FMLA Parental Leave, in accordance with the Tyson Foods Leave of Absence policy. This leave may not be used in conjunction with any other paid leave from Tyson.

**ARTICLE 22
LAYOFFS AND RECALLS**

Section 1. Definition of Layoff: A layoff is defined as a reduction in the work force for economic reasons. An employee is not considered laid off unless totally relieved from active employment at the Center, Texas processing plant.

Section 2. Determinative Factors: Seniority will prevail as to layoffs, provided the employees involved are relatively equal in terms of ability to immediately perform available work, skills, efficiency, and physical fitness and ability.

Section 3. Recalls, Order: Recalls will be in inverse order of layoffs.

Section 4. Recalls, Conditions for Eligibility: In order to be eligible for recall, a laid-off employee must keep the Human Resources Department continuously informed of a telephone number or address where the employee can be contacted within three (3) calendar days' time, and must be available to report to work as scheduled.

Section 5. Temporary Layoffs: Layoffs of less than fourteen (14) calendar days, shall be considered a temporary layoff and shall be on a departmental basis (Live Receiving, Processing, Packing, Labeling). Layoffs of more than fourteen (14) calendar days shall be considered a permanent layoff and the Company and the Union shall jointly agree on the procedures for a permanent layoff but both parties agree there will be no loss in operating efficiencies due to this procedure.

Section 6. Full-timers May Replace Part-timers: Full-time employees may exercise seniority to replace part-time employees in case of layoffs, provided that the full-time employee is immediately able to proficiently perform the work of the part-timer replaced, and is willing to accept part-time work. Full-time employees replacing part-time become part-time employees under this Agreement, and have only the rights and benefits of part-time employees during the time of such part-time assignment. Part-time employees do not accumulate seniority for purposes of layoff or recall.

ARTICLE 23
NO DISCRIMINATION BY COMPANY OR UNION

The Company is committed to provide equal employment opportunities to all individuals. Neither the Company nor the Union will engage in any form of unlawful discrimination against unit employees on the basis of any of the following: race, sex, age, color, religion, national origin, veteran status, sexual orientation, gender identity, disability, genetic information, because of or on the basis of pregnancy, childbirth or related to medical condition or membership in the Union. It shall not be considered discrimination under this section unless the alleged discrimination violates applicable federal, local or state law.

The Union recognizes the Company's obligation to make reasonable accommodations to the disability of applicants and/or employees in accordance with the Americans with Disabilities Act of 1990, as amended. In the event such a proposed accommodation is in conflict with any provision of this agreement, the Company and Union shall meet to discuss such accommodation. However, no such accommodation shall result in any employee being displaced from an owned job.

The Company agrees to comply with the Americans with Disabilities Act of 1990, as amended and the Family Medical Leave Act, notwithstanding the paragraph above.

**ARTICLE 24
UNION REPRESENTATIVES, STEWARDS**

Section 1. Stewards:

- (a) There shall be one (1) regular scheduled meeting each calendar quarter of the Union Representative, Chief Stewards from both shifts with representatives of management. These meetings will be for the purpose of discussing and disposing of any problems arising between the Company and the Union or any problem of mutual interest concerning the parties.
- (b) The Company is not obligated to recognize any steward until the Union notifies the Complex HR Manager in writing of the stewards' designation. Activities or conduct of a steward shall in no way conflict with or detract from their duties as an employee.
- (c) The Company shall not be called upon to pay stewards or other employees for time spent on grievances, contract negotiations, or other Union business of any kind.
- (d) Union stewards shall not engage in any kind of conduct that is a hindrance to or interference with the Company's operations.

ARTICLE 25 CHECKOFF

Section 1. Duty: Upon receipt of a signed authorization, the Company shall deduct from their weekly wages and turn over to the proper official of the Union, union dues of such members of the Union as individually and voluntarily certify in writing that they authorize such deductions, and said authorization is to be in lawful and proper form.

Section 2. Voluntary Authorization: The Union shall deliver to the Company such voluntarily executed authorization, and the Company shall deduct from the first pay due and payable, and thereafter in accordance with the authorization, the regular Union dues and the initiation fee of said Union if due and owing, and remit same to the President of the Local Union. The Union shall notify the Company of the name of such President and the address to which such dues, collections and initiation fee shall be sent.

Section 3. Credit Union: Upon receipt of a signed authorization, the Company shall deduct from employees' wages and turn over to the proper official of the credit union, deductions from the pay of such members of the credit union as individually and voluntarily certified in writing that they authorize such deductions.

Section 4. Active Ballot Club: Upon receipt of a signed and voluntary written authorization requesting it to do so, the Company agrees, once a week/year, to deduct from the employee's pay and forward to the President of UFCW Local No. 540 the amount specified by the employee as a contribution to the Local's Active Ballot Club. It shall be the Union's obligation to see to it that such authorizations, deductions and payments do not violate any applicable law.

Section 5. Indemnification: The Company shall not, in any case or event, suffer financial loss due to errors or mistakes made in the course of its compliance with this Article. The Union agrees to hold the Company harmless from, and indemnify it against, such financial loss, and to pay the Company's reasonable attorney's fees and expenses in defending against such claims.

ARTICLE 26
COMPLETE AGREEMENT AND SEPARABILITY

Section 1. Complete Agreement: The parties expressly declare that they have bargained between themselves on all phases of hours, wages, rate of pay, conditions of employment and working conditions, and that this contract represents their full and complete agreement without reservations or unexpressed understanding. Any aspect of hours, rates of pay, wages, conditions of employment and working conditions not covered by a particular provision of this agreement is declared to have been expressly eliminated as a subject for bargaining and during the life of this Agreement may not be raised for further bargaining in negotiations without written consent of all parties hereto.

It is further understood and agreed that neither party hereto has been induced to enter into this Agreement by any representations or promises made by the other which are not expressly set forth herein, and that this document correctly sets forth the effect of all preliminary negotiations, understandings, and agreements, and supersedes any previous agreements, whether written or verbal. This contract constitutes the entire Agreement and understanding between the parties and shall not be modified, altered, changed, or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

Section 2. Separability: In the event any of the provisions of this Agreement are held to be in conflict with or in violation of any state or federal statute or another applicable law, administrative rule or regulation, such decision shall not affect the validity of the remaining provisions of the Agreement. The parties further agree that they will meet within thirty (30) days to re-negotiate the provision or provisions of the Agreement held to be invalid, provided that Article 16, COMPANY AND UNION RESPONSIBILITIES, shall remain in full force and effect during all such negotiations.

**ARTICLE 27
DURATION**

This agreement shall become effective February 28, 2021, and shall continue in full force and in effect through February 28, 2026. Should any party desire to amend or terminate this Agreement on the above termination date, such party shall give the other party sixty (60) days notice in writing prior to the indicated termination date of such desire to amend or terminate the collective bargaining agreement. If notice is not given, the contract shall automatically renew itself for one (1) year and shall continue to automatically renew from year to year thereafter until the required sixty (60) days notice of termination is given prior to the annual expiration date of the contract.

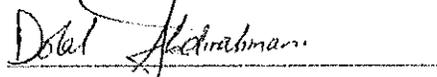
The parties to this Agreement, Tyson Foods, Inc. and the United Food and Commercial Workers, Local 540, hereby agree that within sixty (60) days before the end of the third year of this Agreement, they will meet to discuss issues regarding the terms of this Agreement and all of its terms for two additional years beyond the third year of this Agreement.

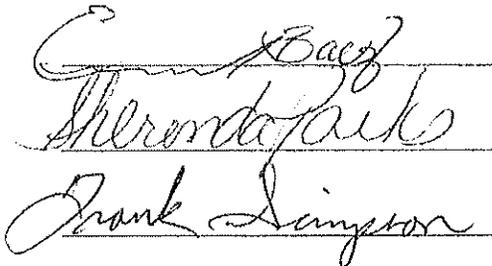
2021 UFCW Local 540

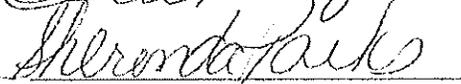
Negotiation Committee













2021 Tyson Center

Negotiation Committee







Tyson Foods, Inc
Center, TX
Wage Schedule
Effective 2/28/2021 through 3/5/2022 (union depts only)

		Start	5 years	10 years
PR01U	Bagger, box maker, breast puller,	\$15.00	\$15.20	\$15.30
	breast tray packer (cutup), cone stabber, giblest harvester,			
	giblest feeder, giblest stuffer, hock pusher,			
	leg quarter tray packer, liver cupper, machine feeder,			
	parts retriever, racker, roller supplier,			
	scaler (leg quarter, grinder, paw room),			
	specialty tray packer, tender puller, tender tray packer,			
	vac sealer attendant, washer (process support),			
	wing hanger			
PR02U	Backup venter, bone checker, box machine attendant,	\$15.15	\$15.35	\$15.45
	clipper, gizzard peeler, grader, harvest backup knife,			
	HACCP monitor operator, ice person, jack driver,			
	drumstick packer, parts wash, rack hanger, reworker,			
	stacker, temp monitor, tender clipper, tender scorer,			
	thigh tray packer, thigh trimmer, upgrader, wing packer			
PR03U	Breast trimmer, breast tray packer (debone),	\$15.25	\$15.45	\$15.55
	cage dump operator, rack pusher,			
	rehanger (evis, whole bird), salvage trimmer,			
	saw attendant, scaler (labeling), washout			
PR04U	blast loader operator, blast puller operator,	\$15.70	\$15.90	\$16.00
	chiller rehanger, data collector, ingredients mixer,			
	inventory rotator, knife sharpener, line feeder,			
	machine operator, manifestor, marination pickup monitor,			
	order pull up person, rehanger (chiller), shoulder cutter,			
	utility, wing cutter			
PR05U	Chiller attendant, dip tank monitor, forklift operator,	\$15.90	\$16.10	\$16.20
	inspector/sorter, inventory person, order coordinator			
PR06U	Harvest room labor	\$16.65	\$16.85	\$16.95
PR07U	Lead	\$16.95	\$17.15	\$17.25

Memo of Understanding

This memorandum is hereby made a part of the Labor Agreement between Tyson Foods, Inc., Center Texas and the United Food and Commercial Workers, on behalf of the its Local Union, 540, effective for the period February 28, 2021 to February 28, 2026.

Subject: Union Office

The Company will identify and make available furnished office space for the plant representative. The parties agree that the plant representative and the members will adhere to all the Company office policies. The Company reserves the right to revoke this privilege for cause with a thirty (30) day written notice to the Union.