

COLLECTIVE BARGAINING AGREEMENT

Between

**TYSON FOODS, INC.
1484 NE LOOP
CARTHAGE, TEXAS**

And

**UNITED FOOD AND
COMMERCIAL
WORKERS UNION
LOCAL 540 AFL-CIO-CLC**



Effective: February 23, 2025 Through February 24, 2029



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ARTICLE 1
PARTIES TO THE AGREEMENT

THIS AGREEMENT, made and entered into by and between TYSON FOODS, INC., 1484 NE Loop Carthage, Texas, hereinafter referred to as the "Company," and UNITED FOOD AND COMMERCIAL WORKERS, 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 1484 NE Loop Carthage, Texas, but excluding, office, clerical, technical, quality control, guards, dispatchers, janitors, maintenance, parts room positions, leads, supervisors, and other supervisory employees 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 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.

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 thereof; 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, part 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 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, reclassify, 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 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. These rights, like other terms and conditions of employment, are intended to survive the expiration of the Agreement.

ARTICLE 4

PROBATIONARY PERIOD

Section 1. New Employees: All newly hired employees covered by this Agreement shall be considered probationary employees for their first ninety (90) calendar days of employment. During the employee's probationary period they may be disciplined or discharged for any reason without recourse through the grievance procedure.

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 rights and privileges of this Agreement as of the day their name is entered.

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.

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 twelve (12) months;

or

(e) Fail to return to work at the expiration of a Leave of Absence; or Leave a bargaining unit position and returns to a bargaining unit position within twelve (12) months shall retain his/her bargaining unit seniority. Employees who leave a bargaining unit position for more than twelve (12) months and returns to a bargaining unit position will have no bargaining unit seniority.

Section 3: Seniority List: The Company will prepare a seniority list of all Bargaining Unit Employees in alphabetical order that will include name, social security number, date of hire, job classification, rate, address, telephone number, department and shift, upon written request from the Union, but not more than once per thirty calendar days. The Union will have fifteen (15) calendar days from receipt of this seniority list to present any objection, in writing, to the Company. The Company shall not suffer any monetary penalty or liability on account of any error in the list, but will correct any error when brought to its attention through the Human Resource Manager.

Section 4-Breaking Ties: When two or more employees have the same seniority date, they will be ranked by the lowest number value of the last four (4) digits of their social security number.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1- Filing a Grievance: The term "grievance" as used herein is limited to a complaint or the request of an employee or the Union which involves the interpretation of 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, provided, however, where management, in order to expedite the grievance, requests such meeting during working hours, the grievance, one (1) steward and any witness will not suffer a reduction in paid time that would have been worked. For the purpose of settling any grievance, the following steps and conditions shall govern:

Step 1. The aggrieved employee, with or without a steward as they so desire, shall first seek settlement with their immediate supervisor. 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 in writing within seven (7) working days of the occurrence giving rise to the dispute. The supervisor shall give their answer in writing within seven (7) working days after receiving the grievance.

Step 2. Any grievance which has not been settled in Step 1, shall be presented in writing to the Plant Manager, or a designated representative, on a form provided by the Union, with the required information, within seven (7) working days after receipt of the supervisor's answer in Step 1, or further rights concerning that subject shall be deemed waived. The grievance presented at this step shall be specific in its content as to dates, facts, the employee(s) involved, the remedy sought and what provisions(s) of the contract that are alleged to have been violated. The grievance presented at this step must also be signed for by the Plant Manager or his/her designee acknowledging receipt of the grievance. Management's reply shall be provided in writing within seven (7) working days.

Step 3. If the grievance is unresolved in Step 2, it must be presented to the Complex Manager or a designee within seven (7) working days of reply at Step 2, or further rights concerning that subject shall be deemed waived. Management's reply shall be made in writing within seven (7) working days after receipt of the grievance.

Step 4. 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 3 to see if the grievance can be resolved prior to arbitration. The Union and the Human Resources Director 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-Company Time Limits: In the event that the Company does not reply to a grievance within the time limits set forth in Step 1 or Step 2 of this Article, the Union may, upon notification to the Company, process such grievance to the next step of the grievance procedure.

Section 3- The time limit of seven (7) working days is intended to mean Monday through Friday only. The first day shall start on the day following the event giving rise to the grievance.

Section 4- In cases of termination the Employee or the Union shall submit a written grievance beginning with Step 3 of the Grievance Procedure.

ARTICLE 7 **ARBITRATION**

Section 1-Request for Arbitration: 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, shall be reviewed by the Union Grievance Committee. The Union Grievance Committee shall make the final decision as to arriving at a settlement and if the grievance shall be submitted to arbitration. The demand for arbitration must be made within seven (7) working days after the review by the Union Grievance Committee or further rights concerning said grievance shall be waived.

Where the parties have determined arbitration is necessary, the Union shall request no later than seven (7) working days following notice to the Company, the Director of Federal Mediation and Conciliation Service (FMCS) to submit the names of seven (7) disinterested and qualified persons to act as impartial arbitrator. From such list of seven (7) persons, the Company and the Union shall strike alternately, with the Union striking first, 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 the impartial arbitrator.

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 (1) arbitration hearing. However, nothing shall prevent the parties from combining two (2) or more grievances for arbitration if they mutually agree to do so in writing. Both parties agree that the arbitration shall take place within 12 months of the date of the grievance or it shall be dismissed by both parties, unless otherwise agreed by both parties to extend the timeframe.

Section 2- Scheduling Arbitration: 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 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-Limitations of Arbitrator: The limitations on the power of the arbitrator are as follows:

- (a.) They shall have no power to add to, 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 their discretion for the Company's discretion in places where the Company has retained discretion or is given to act by this 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.

(g.) In addition to restrictions on arbitrators as set forth above, it is understood and agreed that questions and controversies about the health insurance plan, stock purchase plan, retirement savings plan, or any other Company sponsored benefit plan, Article 14, or its administration shall not be subject to the grievance and arbitration procedures of this agreement.

Section 5- Executive Board: At any step of this grievance procedure the Executive Board of the Union shall have the final authority in respect to any aggrieved complaint, difficulty or dispute further, if in the judgment of the Executive Board, such grievance or dispute lacks merit or justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

Section 6-Exercising Rights: 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.

ARTICLE 8

JOB VACANCIES AND JOB BIDDING

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

Section 2-Posting of Position: Permanent Vacancies in Class II and above, excluding discretionary jobs as described in Section S, or newly created Class I positions, will be posted for five (5) working days by the HR Department. The posting will have the job title, job class, rate of pay, duties and qualifications required. Employees wishing to bid on the job shall do so by completing the Application for Career Opportunity. The most senior bidding employee, who is qualified, will be awarded the job as soon as practical, but no later than the Monday following two (2) weeks after the job posting has been awarded. If the employee that has been awarded the job bid is not moved to their new positions within the time limits, they will begin to receive the newly hourly rate the Monday following two weeks after job has been awarded. If the employee that has been awarded the job bid is not moved

to their new positions within the time limits, they will be begin to receive the newly hourly rate the Monday following two weeks after job has been awarded. Successful bidding employees will have up to ten (10) working days (Live Hanging and Fast Food Saw position twenty (20) working 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 bidding and continue this procedure until all qualified employees that originally bid are exhausted.

The successful bidder's old position will be filled upon qualification, and the successful bidder will not be permitted to bid again for (6) months unless promotion to a higher job is available. 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 to a permanent vacancy, until the bidding employee, or person assigned the job has qualified for their new position.

Section 3-Eligibility: To be eligible for Discretionary job bidding, in addition to Section 2 of this Article, the employee must have a record free of any written warning or written warning w/suspension in the past six (6) months, and have less than 7.0 attendance points assessed to their attendance record. All Non-Discretionary jobs will be awarded to the most senior eligible Team Member. .

Section 4- Non-Premium Positions: When a permanent vacancy occurs in a Class I job, it will not be posted. However, employees who have established six (6) months seniority in their present job, a record free from Written Warning with Suspension in the past six (6) months, and no more than 7 attendance points, and who wish to transfer to a Class I job shall make their wishes known by signing the Request for Transfer sheet in the Human Resources Department. When such vacancies occur, those employees who have made their wishes known to the Human Resources Department and meet the qualifications stated in this section and of the job will be transferred to the position on the basis of their plant seniority. Requests for Transfer to class I jobs shall remain in effect until the employee is transferred to the new job, changes, or withdraws their request. This procedure will apply before hiring new employees to fill the vacancy. Employees shall only have one (1) request for a transfer to a Class I job at any one time.

Section 5-A discretionary position is a job that is awarded to the most qualified candidate regardless of seniority. Discretionary positions are as follows: sorter. All of the bidding procedures described above for non-discretionary positions shall apply to the bid process for discretionary positions, however, all applicants will be required to submit a Discretionary Position Application to be eligible for consideration. Where two (2) or more candidates are equally qualified, seniority will prevail.

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 it is performed, including reasonable ventilation in the working areas. The Chief Steward will attend the Safety Committee Meeting held on the shift which he/she works. If there is no Chief Steward assigned to the shift which the Safety Committee Meeting is being held, an alternate representative for that shift will attend the meeting.

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.

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

Section 4-Safety Committee: A representative Safety Committee shall be established on day and evening/night shifts to be composed of representatives of the Company and representatives of the plant. The Union will designate the chief steward and one other active employee from both the day and evening/night shift to the committee. The Chief Steward will attend the Safety Committee Meeting held on the shift which he/she works. If there is no Chief Steward assigned to the shift which the Safety Committee Meeting is being held, an alternate representative for that shift will attend the meeting. The Union may designate an alternate representative(s) to attend Safety Committee meetings in the absence of the regular designated Safety Committee Representative. 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-Rotation: The Union and the Company recognize that job rotation may be required in accordance with an Ergonomics plan developed by the Company or in response to requirements of OSHA, and, therefore, the Company shall be permitted to rotate employees within job classifications throughout the plant in positions that require repetitive movements.

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 begin 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-Reporting Pay:

(a)- All employees who report for work at the commencement of a scheduled shift, without having been given a notice of a change in schedule, shall be given a minimum of four (4) hours work or, if no work is available, four (4) hours of pay in lieu thereof.

(b)- A production employee called back to work in the same day after once punching out and leaving Company property shall be paid for all hours work on recall and shall be guaranteed a minimum of four (4) hours work, or, if no work is available, four (4) hours of pay in lieu thereof.

(c)- Neither subsection (a) or (b) shall apply in the cases where work cannot be provided due to circumstances beyond the control of the Company, such as: strikes, riots, fires, storms, public utility failures, floods, explosions, governmental agencies other than USDA, sanitation, or Acts of God that would prevent operations.

Section 3-Lunch/Break Periods: All bargaining unit employees shall receive one (1) hour non-paid meal period each full workday. The lunch break will begin not less than three (3) hours and not more than five (5) hours after starting time; the company will make every effort to schedule the meal period as close to the middle of the employee's shift as possible. In the event overtime work is required, a paid fifteen (15) minute break will be authorized after eight (8) hours and thirty (30)

minutes of actual worked time. If the actual work time is less than nine (9) hours the fifteen (15) minute break shall be paid, but management will decide if the fifteen (15) minute break will be taken. For each additional two (2) hours and thirty (30) minutes of actual worked time, there will be given a paid fifteen (15) minute break.

Section 4- ID Badge: Each Employee shall clock in their own ID badge immediately before the commencement of the work period and immediately at the end of the work period.

Section 5-Line Time and Shift Time: All employees will be paid according to all time worked as indicated by their approved timecard punches.

Section 6-Extra Time: All extra time worked by employees will be approved by their supervisor.

Section 7-Distribution of Overtime: The Company will attempt to distribute overtime fairly among qualified employees. If, in the opinion of the Union, overtime is not being distributed fairly, this will be brought to the attention of the Personnel Department, prior to filing a grievance. This section will not require the Company to keep any overtime records other than those required under the Fair Labor Standards Act.

Section 8- Work Schedules: Additional day work schedules shall be posted by the company at least twenty four (24) hours prior to the scheduled workday. Should an unexpected event requiring an additional day to be scheduled and the company is unable to give a twenty four (24) hour notice, then the notice will be posted as soon as possible. All employees will be expected to return to work as notified.

Section 9- Weekly Overtime Pay: Work performed by an employee in excess of forty (40) hours during their work week will be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay.

Section 10-Calculating When Overtime Pay is Due: In determining when overtime pay is due, only hours worked will be counted unless this Agreement provides otherwise.

Section 11-Work Day: The work day is a twenty-four (24) hour period, beginning at 12:01 o'clock a.m. The workday will be defined as the day in which the majority of hours are worked.

Section 12-Weekly Work Schedule: Each full-time employee will be assigned a weekly work schedule of five (5) 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 13-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 after they have worked one (1) complete hour and will be paid the higher rate for each completed hour(s) of work at the higher rated job. 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 then the employee will receive the rate of pay according to the job for each complete hour worked at the job. A regular full-time employee will not be required to work for more than thirty (30) consecutive days on an involuntary job assignment (except as called for under Article 9, Section 5).

Section 14- Sixth/Seventh Work Day Overtime: Any full-time employee who performs assigned work on their sixth/ seventh consecutive work day will be paid at the rate of one and a half (1 ½) times the employee's regular hourly rate of pay for all such work, provided the employee has worked all scheduled hours in the week. (The normal work week that consists of five (5) consecutive work days.)

If the Company's weekly work schedule is interrupted for a full day due to strikes, riots, fires, public utility failure, explosions, governmental agencies or an act of nature, the premium of one and one half (1 1/2) the employees regular hourly rate of pay shall not apply. Exceptions to working all scheduled hours are:

- (a) Authorized Leave of Absence
- (b) Holiday, Jmy Duty, Bereavement, Vacation
- (c) Work related injury/illness supported by a Health care provider
- (d) Release from scheduled work due to emergency, or lack of work,
- (e) Absences covered by FMLA
- (f) Personal emergencies

Section 15-No Pyramiding or Duplication of Overtime or Premium Pay: An employee cannot be entitled to more than one (1) allowance of overtime and/or premium pay for the same work time.

Section 16-Daily Overtime Work Schedule: When daily

overtime in excess of eight and one half (8 ½) worked is required for employees, they shall be notified no later than the beginning of their break. If notice of overtime is not posted by the beginning of their break, those employees who need to leave work for a legitimate and provable reason, after eight and one half (8 ½) of work time, shall have no attendance points assessed to their record.

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. No employee will be disciplined or discharged except for just cause.

An employee who is being investigated by interview concerning their conduct or performance, the results of which the employee reasonable believes might lead to disciplinary action, may request the presence of a steward, and the union business agent, if both are present at the time, at such interview. If a steward's presence is requested, they will not suffer any reduction in paid time that would have been worked. This is not to be interpreted to mean the Company must delay any disciplinary action where union representation is requested and such union representation is or is not available.

Section 2-Notice: Discharged or suspended employees shall be given a written notice stating the reason for such discharge or suspension. The local Union will be notified by mail of all disciplinary discharges of regular full-time employees.

Section 3-Discipline Notice: 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.

Section 4-Attendance: The Company and the Union agree that the problem of habitual or excessive absenteeism and tardiness is to be handled under the prerogatives of management in a fair and equitable manner. When employees need to be excused from work for part of the day to attend a medical appointment in a doctor's office that cannot be scheduled during non-working hours, it shall be an excused absence for the duration of the appointment. If the appointment qualifies under

FMLA, the employee must use FMLA hours first. Employees must provide their supervisor with at least one week's advance notice, unless circumstances make this impractical, and must provide proof that the appointment was attended upon return to work.

Section 5. Inclement Weather: Management reserves the right to excuse absences due to inclement weather. Consideration will be given to weather severity, road conditions, and if an employee lives outside the city limits in determining if an absence due to inclement weather is excused or not.

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) work twenty six (26) 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:

After six (6) months of seniority	One (1) week
After one (1) year of seniority	One (1) week
After three (3) years of seniority	Two (2) weeks
After ten (10) years of seniority	Four (4) weeks

Employees who have obtained twenty-five (25) years of seniority by December 31, 2003 shall be eligible for five (5) weeks of vacation.

Section 3. Pay: Vacation pay shall be forty (40) hours, at the employee's current rate, for each week of vacation due. Employees who are actively at work for any part of twenty six (26) weeks or more in their completed anniversary year will receive one hundred percent (100%) of their vacation benefits. Employees prevented from actively working less than twenty six (26) weeks will not receive any vacation benefits.

Section 4. Scheduling: The Company shall have the exclusive right to schedule vacation periods at its discretion. The company agrees that where more than one employee requests the same vacation period, seniority rights shall apply, but for the first occasion only. Ten (10) days of eligible vacation may be taken daily provided that it is requested and approved at least one (1) workday in advance. Whole week vacation requests will take priority over daily vacation requests. No va-

cations will be canceled except in cases of extreme emergency, and with the plant manager's approval.

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

Section 6. Commencement of Vacations: Employees taking an approved whole week vacation may begin their vacation on the day following their normal five (5) day work week

ARTICLE 13 **HOLIDAYS**

Section 1-Holidays Defined: All full-time employees who have established seniority under this contract shall be eligible to receive eight (8) hours of holiday pay allowance at their regular rate of pay for each of the following holidays:

- New Year's Day (January 1)
- Martin Luther King's Birthday (as designated)
- Memorial Day (as designated)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Thanksgiving Day (4th Thursday in November)
- Christmas Eve (December 24)
- Christmas Day (December 25)
- Personal Day (floater)

Holidays falling on Sunday will be observed on the following Monday. Holidays falling on Saturday will be observed on the previous Friday. The holidays referenced in Section 1 of this Article will be designated on the shift that a majority of the hours are worked on the calendar 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 of this Article. Employees shall not receive holiday pay if they are required to work on the holiday and refuse to work all scheduled hours, or if they fail to work all scheduled hours on the last scheduled work day before, and the first scheduled work day after any holiday, unless the absence was previously approved by the Company.

Section 3-Worked Holidays: Any employee who is required to work on a holiday shall be paid time and one-half (1 ½) for the hours worked, in addition to holiday pay, for eligible employees, provided they work all scheduled hours on that day.

Section 4-Holiday in Vacation: If a holiday falls during an employee's scheduled vacation week, they shall receive their regular rate of pay for eight (8) hours and an additional day off at a later date. The request for an additional day off must be made at least seven (7) days in advance and prior to the employee's next occurring anniversary date. The Company will have the right to approve or disapprove based on staffing needs. This additional day off worked, if approved, will be considered as time worked for overtime purposes.

Section 5-Holiday in Leave Period: Employees on leave of absence or lay off shall not be entitled to holiday pay.

ARTICLE 14 **HEALTH AND WELFARE**

Section 14.1. Term of Agreement: During the term of this Agreement, the Employer 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 14.2. Administration: The Employer 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 Employer retains the discretion to modify, change, amend or terminate any benefit plan. In addition, the Employer retains control over the administration of the benefit plans, including the authority to interpret the plan documents.

Section 14.3. Type of Benefit: The following benefits shall commence on the benefits effective date 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
- Long - Term Disability
- Employee Assistance Program

The following optional coverages are available at additional cost on the benefits effective date and shall terminate on the employee's last day of employment. Voluntary benefits may be portable.

- Dental Buy-Up Plan
- Vision Buy-Up Plan
- Voluntruy Tenn Life for employee, spouse and dependent children
- Voluntary AD&D for employee and family
- Voluntary Long Term Disability
- Voluntary Critical Illness
- Voluntary Whole Life
- Voluntary Hospital Indemnity
- Voluntary Accident
- Legal Plan
- Healthcare Flexible Spending Account (HCFSA), if enrolled in the Gold Traditional Copay Plan and Bronze Essential Care Plan
- Dependent Care Flexible Spending Account (DCFSA)
- Health Savings Account (HSA), if enrolled in the Silver Health Investment Plan
- Limited Purpose Flexible Spending Account (LPFSA), if enrolled in the Silver Health Investment Plan
- Commuter Plan
- Voluntary Protection Pack Benefits
- Long Term Care

Section 14.4-Contribution during Leave of Absence and Temporary Layoff: An employee who is on an approved Leave of Absence or Temporary Layoff of twelve (12) months or less 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) by the employee.

Section 14.5. 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 benefits effective date.
2. Employees can save from two (2) to sixty (60) percent, up to IRS limitations, of their 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.

Section 14.6. 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 benefits effective date.
2. Employees can contribute from one (1) to twenty (20) percent of their 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.

Section 14.7. Earned Time Off (ETO): Regular Full-time hourly employees, including those employees who are on a piece rate calculation and drivers who are not currently covered by any other existing sick leave, sick leave law, or sick pay policy are eligible to this ETO benefit in accordance with the Tyson Foods Earned Time Off (ETO) policy.

Section 14.8. Parental Leave Pay: Employees who meet eligibility requirements will be granted paid Parental Leave for the birth (naturally or born via surrogacy) or placement (for adoption) of a child, to run concurrently with FMLA Parental Leave, in accordance with the Tyson Foods Paid Parental Leave Policy. Intermittent parental leaves do not qualify for pay. This leave may not be used in conjunction with any other paid leave from Tyson.

ARTICLE 15

LEAVE OF ABSENCE

Section 1-Eligibility: All full-time employees who have completed three (3) months of employment 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 interviewing for other jobs, another job, conducting duties required by club or association membership, incarceration, or in any situation of 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 fails to seek an extension. All Leaves of Absence that are of a sensitive nature will be kept confidential by both the Company and employees.

Section 2- Medical Leave: Eligible employees who are unable to work due to a non-work related temporary disability shall be entitled to a Leave of Absence with proper medical documentation based on their seniority with the company. Employees will not be required to use vacation time for this type of Leave of Absence. Employee will not be required to use vacation for FMLA qualified leaves. Leave will be granted for a period of time determined by the treating physician. In no case shall Leaves of Absence exceed the maximum amount of time set forth below:

Three (3) months, but less than one (1) year seniority – Three (3) months
One (1) or more years seniority – Up to one (1) year.

Section 3-Work Related Leave: All employees who are unable to work due to a work related temporary disability shall be entitled to a Leave of Absence up to one (1) year with proper medical documentation. Leaves of this nature shall be granted for a period of time determined by the treating physician.

Section 4-Military Leave: Military Leave: All Leaves of Absence 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, for 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 Leave: Employees who are called for jury duty will be allowed time 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 portions thereof. It is expected that if the jury service in any one (1) day is of such nature that the employee can report for a portion of the work day, this will be done. Maximum pay difference will be twenty five (25) working days per calendar year.

Section 6-Bereavement Leave: When a full-time employee, who has more than 3 months seniority, is absent from work due to a death in their immediate family (defined as

the employee's spouse, children, parents, siblings, grandchildren, grandparents, mother-in-law, father-in-law, stepchildren, children that are legally adopted or that the employee is a legal guardian of, sister/brother in law, son/daughter in-law, step parents, grandparents in-law, half siblings, and step siblings) the employee will receive up to five (5) 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 reasonable necessary in a particular case, but compensation shall not exceed that which is described in this section.

Section 7-Union Leaves: Leave of Absence not exceeding ninety (90) days per year may be granted to not more than two (2) employees at a time, no more than one per shift, without loss of seniority, who have been elected or designated for the purpose of only attending Union Meetings, conventions, schools, or seminars. A Leave of Absence may be granted to one (1) employee up to one (1) year without loss of seniority for special project union representatives. The Company may approve such leave if request is made in writing five (5) calendar days in advance. An employee granted a leave of absence to work for the Union shall not participate in organizing activities at other Tyson Foods, Inc. facilities. Violators will be discharged from the company.

Section 8-Personal Leaves: Employees who have completed three (3) months of employment may be eligible for a personal Leave of Absence not to exceed three (3) months. The Company reserves the right to conduct an in-depth inquiry regarding the purpose, length and other factors regarding the leave request. The Company may offer alternatives to a request for a personal leave including but not limited to working a different shift. Employees must use any earned vacation before a personal leave will be granted.

Section 9-False Pretenses: Any leaves requested or granted under false pretenses shall be grounds for automatic termination.

Section 10-Returning to Work: Before any employee may return from a Temporary Disability Leave they must submit a doctor's release to the Medical Department. Employees returning from a Leave of Absence who held a Class II or above position will be returned to their former position, provided they are physically able to perform the work required.

ARTICLE 16
MISCELLANEOUS

Section 1-Restroom Breaks: The Company recognizes the need to use the restroom at times other than normal breaks. The Company will honor all such requests, but employees who abuse this privilege, considering frequency and timing, shall be subject to the disciplinary procedure.

Section 2-Duties of Supervisors: Supervisors will do only such bargaining unit work as is required by their duties; such as training employees new to a job, performing relief duties and filling in during emergencies, including periods of absenteeism.

Section 3-Bulletin Boards: The Company shall provide the Union with a bulletin board for the purpose of posting official union notices. No posting shall contain, or any material that adversely reflects upon the company, or any supervisor, employee or customer.

Section 4-Union Access to Company Facilities: 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. 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.

Section 5-No Discrimination: By mutual obligation neither the Company nor the Union will engage in any form of unlawful discrimination against unit employees based on any of the following: Union membership or refusal to join the Union,

race, sex, age, handicap, color, creed, ethnic group, religion, national origin, Vietnam veteran, disability, gender identity, or any other protected status in violation of any law. It shall not be considered discrimination under this Section unless the alleged discrimination violates applicable federal or state laws.

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.

Section 6-Emergency Messages: Messages of an emergency nature, such as the sickness of an employee's child or other similar emergencies, will be relayed to the employee immediately upon receipt of notice.

Section 7-Job-Related Injury Pay: When an employee has an on-the-job injury that requires outside medical treatment and are unable to return to work in the exclusive opinion of the physician that the employee was referred to by the company, they shall be paid the regular rate of pay for the remainder of the day.

Section 8-Items Furnished Without Cost: The Company shall furnish, with the exception of footwear, at no cost to the employee, all safety equipment, tools, or supplies the company deems necessary for the protection of employees and proper performance of their jobs. All such equipment, tools, and supplies that are furnished by the company shall remain the property of the company and shall be replaced when worn out through normal usage on the job. The Company will comply with OSHA standard for payment of Personal Protective Equipment 29 CFR 1010.132.

Section 9-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 U.S.D.A. standards. Lockers will be emptied and unlocked on weekends.

Section 10-Frcezer/Cooler Suits: The company will provide, on a replacement basis, freezer/cooler suits for team members regularly scheduled to work in the freezer/cooler. In addition, the company will make available at no charge the above protective clothing for team members temporarily assigned to the freezer/cooler.

Section 11-Pay Checks: Checks will be deposited by close of business each Friday.

Section 12- New Hire Orientation: The Company agrees that a union representative employed by UFCW Local 540 will have up to thirty (30) minutes in each bargaining unit new hire orientation group. It will be the responsibility of the Union Representative to contact the Complex H.R. Manager or his/her representative for the Company's orientation schedule. The Company has the sole discretion to set the schedule of new hire orientation and reserves the right to be in attendance during the Union orientation time.

Section 13-CBA Translation & Prevailing Language: It is agreed that the collective bargaining agreement shall be printed in the appropriate languages. Where there is a discrepancy in translation regarding contract language or interpretations, the English language contract shall prevail. The Company will pay for one half the cost of printing of the contract. The Company will not be responsible for any cost associated with the translation of the collective bargaining agreement.

Section 14-Department of Homeland Security: The Company shall promptly notify Local 540 Union Office if the Company is contacted by the Department of Homeland Security if a search and/or arrest warrant, administrative warrant, subpoena, or other request for documents is presented in order that the Union can take steps to protect the rights of its members.

Section 15-Workplace Injury Settlement Program: Both the Union and the Company agree that the Workplace Injury Settlement Program (WISP) governs all terms and conditions accordingly with respect to compensable injuries and illness related incidents.

ARTICLE 17

COMPANY AND UNION RESPONSIBILITIES

Section 1- Strikes: During the term of this Agreement there shall be no strike, picketing, stoppage, sympathy strike, slow-down or suspension of work on the part of the Union or its members, or no lockout on the part of the Company.

Section 2-Violation: 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 members 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 18 - WAGES

Section 1-Wage Increase:

(a) Effective March 2nd, 2025, all employees will be paid in accordance with the attached wage schedule identified as Exhibit 1.

(b) The first Sunday in March of the years 2026, 2027, 2028 Exhibit 1 will be increased by the same increase given to the Tyson Foods plant in Seguin, TX, but will be no less than twenty-five cents (\$0.25).

(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 2-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 may at its discretion increase any or all wages in Exhibit 1. The Company will advise the Union of any such change.

Section 3-Cadaver Incentive: Cadaver Incentive: People assigned to the killer position shall receive a premium based upon the average cadaver count for the week as follows:

Less than one (1) cadaver per
5,000 head processed = \$.35 per hour

Less than one (1) cadaver per
10,000 head processed = \$.40 per hour

Section 4-Shift Premiums: All employees who are scheduled to work second and third shift shall receive one dollar (\$1.00) for each hour worked.

Section 5-Incentive Plans: The Company may implement incentive plans, 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 19
LAYOFFS AND RECALLS

Section 1- Defining 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 Carthage, Texas processing plant.

Section 2-Determining Factors: Determining Factors: Seniority shall prevail for layoffs and recalls as provided in Article 5, Section 1 of this Agreement.

Section 3-Recalls: Recalls: Recalls will be in inverse order of layoffs, in order to be eligible for recall, the employee must keep the Human Resources Department informed of correct address or telephone number where the employee can be contacted, and must be available to report to work as scheduled.

ARTICLE 20
UNION DUES CHECKOFF

Section 1- Duty: Upon receipt of a signed authorization, the Company shall deduct weekly from their wages and turnover 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 a 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 - Indemnification: The Company shall not, in any case or event suffers 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 such claims.

ARTICLE 21
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 the 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 negotiations without the 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 of the provisions of this Agreement are held to be in conflict with or in violation of any state or federal statute or other applicable law, administrative rule of 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 renegotiate the provision or provisions of the agreement held to be invalid, provided that Article 23, COMPANY AND UNION RESPONSIBILITIES, shall remain in full force and effect during all such negotiations.

ARTICLE 22

UNION REPRESENTATIVE AND STEWARDS

Section 1- Stewards:

(a) The Company is not obligated to recognize any steward until the Union notifies the Complex H.R. Manager in writing of the stewards' designation.

(b) The Company shall not be responsible to pay stewards or other employees for time spent on grievances, contract negotiations, or other Union business of any kind.

Section 2-Training and Development: Designated stewards may, at the Company's discretion, be eligible up to four (4) times per twelve (12) months period to be off work without pay for Union stewardship training and development only. No more than one-half (1/2) of the designated stewards may be off any one day. The Company may excuse this absence if request is in writing

five (5) calendar days in advance and approved by the Company. Said training will not be conducted on Company premise.

Section 3-Steward's Conduct: Activities or conduct of the designated representative or steward shall in no way conflict with or detract from their duties as an employee. No steward shall have the right to stop the work of other employees.

Section 4-Distribution of Information: Neither the Union, its agents, nor any other employee shall distribute post or circulate any written, typed or printed material on Company premises, unless specifically authorized by management.

ARTICLE 23

CREDIT UNION/ACTIVE BALLOT

CLUB CHECKOFF

Section 1-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 certify in writing that they authorize such deductions. All employees in the bargaining unit shall be eligible for participation in the Credit Union, and participation is not a condition of membership in the union. Employees and officers of the UFCW 540 Credit Union may, with five (5) working days notice to management, be allowed access to break areas to sign up new credit union members and promote credit union activity only four (4) times a year.

Section 2-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 Secretary-Treasurer of UFCW Local Number 540 the amount specified by the employee as a contribution to the UFCW 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 3-Hold Harmless: The Union agrees to hold the Company harmless from any demands, claims, disputes, or lawsuits by an employee arising in any manner out of or in connection with the Credit Union or the Active Ballot club deduction of any amount claimed by the Union to be due it or having been paid it by or for any employees.

ARTICLE 24 - DRUG TESTING

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.

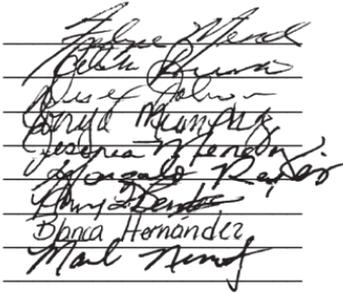
ARTICLE 25 - DURATION

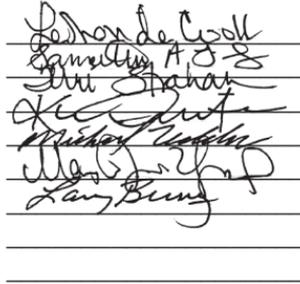
This Agreement shall become effective on February 23, 2025, and shall continue in full force and in effect through February 24, 2029. Should any party desire to terminate this Agreement on the above termination date, such party shall give the other party at least sixty (60) day notice in writing prior to the indicated termination date of such desire to 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) day notice of termination is given prior to the annual expiration date of the contact.

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 one (1) additional year beyond the third year of this Agreement.

UFCW Local 540
Negotiation Committee

Tyson Foods, Inc.
Negotiation Committee





		Comienzo	INCR	5 años	10 años
			0.75		
PR01U	Recogedor de respaldo, Embolsador, Forro de Caja, Fabricante de Cajas, Persona de Piso, Labor General, Portero, Alimentador de Linea, Forro, Empacador, Recogedor, Recolector de Basura, Utilidad	\$16.05	\$16.80	\$16.90	\$17.00
PR02U	Recortador de Salvamiento, Alimentador de Linea, Escalador	\$16.25	\$17.00	\$17.10	\$17.20
PR03U	Armazon, Sellador de Bolsa, Opr. de Horca, Opr. de Jack Driver, Marinado Atnte, Atnte de Sierra, Apilador, Movedor de Tina, Asistente de Cuchillo	\$16.80	\$17.55	\$17.65	\$17.75
PR04U	Atnte de Enfriador, Recogedor de Enfriador, Oper de Utilidad, Inspector/Surtidor	\$17.70	\$18.45	\$18.55	\$18.65
PR05U	Atnte Cuarto Recolección, Cuarto de Cosecha, Cuchillo de Respaldo de Cosecha Operador de Volcado de Jaulas	\$18.20	\$18.95	\$19.05	\$19.15
DB01	Conductor de Patio	\$17.15	\$17.90	\$18.00	\$18.10
DB02	Conductor de Patio	\$17.50	\$18.25	\$18.35	\$18.45
Diferencial de Turno \$1.00					

POSICIONES RECLASIFICADAS	ADDT'L
Recortadores de Salvamiento	\$0.05
Recogedor de Enfriador	\$0.55
Encargador de Enfriador	\$0.90
Encargador de Refrigerador	\$0.90
Asistente de Sala de Seleccion	\$0.50
Cuarto de Cosecha	\$0.50
Cuchillo de Respaldo de Cosecha	\$0.50
Operador de Volcado de Jaulas	\$0.50
Conductor de Patio	\$0.50
Asistente de Cuchillo	\$0.55
Trusser	\$0.55

Memorandum of Understanding – Carthage, Texas

This Memorandum of Understanding is entered into between Tyson Foods Inc., Carthage, Texas (the Company) and the UFCW Local 540 (the Union) effective upon ratification of contract dated February 23, 2025 through February 24, 2029.

Subject: Increase of Company Standard Benefits

The Company and Union have met and discussed the matter of increases in Company Standard Benefits during the life of the contract, and they agreed in the event the Company increases the standard below listed benefits on a company-wide basis for all hourly employees at all locations, the employees covered under this agreement shall have the listed below standard benefits implemented.

Article 12 – Vacations

Article 13 – Holidays

Article 15 – Leave of Absence – Bereavement Leave