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AGREEMENT BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION AFL-CIO, CLC LOCAL No. 990

AND

CONAGRA BEEF COMPANY

FOR ITS

GREELEY, COLORADO FACILITY

November 20, 2000 through November 21, 2004

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AGREEMENT

Between

CONAGRA BEEF COMPANY

And

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL NO. 990

TERM: November 20, 2000 to November 21, 2004

AGREEMENT

This Agreement has been made and entered into by ConAgra Beef Company for its Greeley, Colorado facility (hereinafter the Company) and United Food and Commercial Workers International Union, AFL-CIO, CLC, Local 990 (hereinafter the Union).

ARTICLE 1

PURPOSE OF AGREEMENT

Section 1 It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

Section 2 It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and the Union, which will permit safe, economical and efficient operation.

ARTICLE 2

RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent for all production employees, including janitors, fabrication knife sharpeners, kill floor knife room technician, scale (weight range), grounds crew, inventory, hide plant, manifestors, and production trainers employed by the Company at its Greeley, Colorado beef plant, but excluding office and plant clerical employees, professional employees, selectors, beef graders/coordinators, cattle buyers,

nurses, emergency medical technicians, fault reset, roll stock, s warehouse persons, plant computer operators, console ope Formax, K-Pak, blender, blood plasma operators, managerial, a istrative, distribution, quality control/PIFS, engineering/mainte employees, listers, inventory control coordinators, employees of pendent contractors, guards, and supervisors as defined b National Labor Relations Act.

ARTICLE 3

SAFETY

Section 1

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

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

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

Section 2

A.) The Company and the Union will establish a Safety Stee Committee. This Steering Committee will consist of five n agement members (General Manager, Engineer, Fabrication First Processing Operations Managers and the Safety Mana Four Bargaining Unit Safety Committee members and a m mum of one Union Official. They shall meet at least mont on company time, not to exceed two (2) hours.

B.) In addition to the steering committee, there will be four p duction safety committees. These production safety committ will represent A shift first Processing, B shift First Process A shift Fab, and B shift Fab. Each of these committees will c sist of one of the bargaining unit safety committee members fr the steering committee, four rotating production employ appointed by the Union and two management members. Th shall meet at least monthly, on Company time, not to exceed c

(1) hour. Production safety committee members will be assigned by the Safety Steering Committee, to perform work area safety inspections and other activities on Company paid time of at least thirty (30) minutes per week to be taken in one thirty (30) minute increment. Time will be scheduled with the approval of the committee member's supervisor. Findings will be reviewed with the area supervisor(s), and issues that require further action will be reviewed with the appropriate Superintendent and the Safety Manger or designee. The safety committee will review findings.

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

Section 3 It is the Plant Manager's or designee's responsibility to investigate the Safety Committee's recommendations and to advise the Safety Committee, of the action taken, if any, at the next safety meeting. The situations or recommendations deemed and agreed upon as critical by the Safety Committee shall receive priority attention, and a written response will be given within one (1) week.

Section 4 The Company shall furnish all safety equipment necessary for the protection of the hourly employees.

Section 5 The designated Union Safety Committee member shall be notified promptly of the occurrence of any illness or accident resulting in serious injury to an employee. The designated Union Safety Committee member and the plant Safety Manager shall conduct a joint investigation of the incident. If the nature of the incident warrants assignment of the investigation to the Corporate Safety Organization, the involvement of the plant Safety Manager and the Union Safety Committee member shall be as assigned by the Corporate Safety Director. The Safety Committee at the conclusion of the investigation will review findings.

Section 6 Any dispute not settled or complied with shall be referred to the grievance procedure.

Section 7

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

B.) The Company will provide excused absence with pay for work time lost for the Safety Committee Chairperson or alternates designated by the Union to attend safety conferences or seminars. The Union will make all requests for time off in advance and in writing. The Company will pay for up to forty (40) hours total lost time per contract year for this purpose, to be divided among designated employees as the Union requests.

Section 8 The Company shall make available for review by the Safety Committee, a trend analysis and OSHA 2000 logs, records of air or noise monitoring, and all other reports of industrial injury or illnesses, including ergonomic analysis, and the status of safety work orders.

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

Section 9 The Company's safety consultants and ergonomist will work with the safety committee on a regular basis to receive their input and to assist the Committee in their role of bringing information to hourly employees.

Section 10 Upon arrival of an OSHA inspector to the work site, the Union representative or designee will be notified. The Union representative/designee will participate in any inspection(s), meeting(s), conference(s), and settlement discussion(s) conducted with the OSHA inspector. Copies of findings will be provided to the Union.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1 It is understood and agreed by the Union that the Company reserves the rights of management at all times and that, except as otherwise specifically provided in this Agreement, the Company has the sole and exclusive right to exercise all of the rights or functions of management. These rights or functions include, but are not restricted to: the right to direct the work force, including the right to hire, discipline, suspend, discharge for cause, control the quality of work, to establish reasonable work rules and/or drug policies, transfer, promote, demote, or lay-off employees; the right to schedule work hours; to establish schedules and standards, determine and institute methods and processes and changes therein; determine the location of the business, products to be manufactured or services rendered; and determine those with whom it will do business.

Section 2 Supervisors, including temporary ones, or other non-unit personnel shall not perform bargaining unit work except in such situations as instructing an employee, temporarily filling in for absenteeism or in case of emergency.

ARTICLE 5

CHECK-OFF/UNION SECURITY

Section 1 The Company agrees, during the term of this Agreement, to deduct, weekly, the initiation fee and monthly Union dues from the net earnings due any employee who has executed the Union check-off authorization form. Said authorization must be properly executed by the employee, presented to, and accepted by the Company.

Section 2 The Company agrees to deduct amounts designated by employees for the Active Ballot Club when the Company has been furnished an individual written authorization for making such deductions on a form mutually agreed upon between the Company and the Union. It is agreed that the ABC authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke the ABC checkoff authorization upon giving thirty (30) days written notice to the Company and the Union. The Company agrees to remit the ABC, Union dues, and initiation fees to the President of the Local Union within ten (10) days after the last pay period of each month. Seniority, New Hire, LOA and Termination reports will be given to the Union via electronic media in a format mutually agreed upon by both parties for the same period of time.

Section 3 The Company may hire new employees from whatever source it desires, but all employees covered by this Agreement shall, in accordance with the ratified State of Colorado All Union Agreement, as a condition of employment, become members of the Union on the thirty-first (31st) day after beginning of employment, to the extent of paying the initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, and shall remain members of the Union to the extent of paying membership dues in the Union, for the duration of this Agreement.

Section 4 The Company and the Union shall not discriminate against any employee in regard to the acquisition or retention of membership, and membership in the Union shall be available to every employee on the same terms and conditions generally applicable to all other members.

Section 5 Upon written notice, from the Union to the Company, that an employee is thirty (30) days in arrears in the payment of Union dues or initiation fee, the Company will discharge such employee unless within fifteen (15) days from the date of said written notice, such employee shall obtain or reinstate their membership in the Union.

Section 6 The union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, and from any other form of liability as a result of making any deduction or taking any action in accordance with the foregoing authorization and assignment.

ARTICLE 6

HOURS OF WORK

Section 1 The workweek for payroll purposes shall start at 12:01 a.m. on Monday and end at midnight Sunday evening.

Section 2

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

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

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

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

Section 3 One and one-half (1 1/2) times the regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one day and forty (40) hours in any one week.

Section 4 Double the regular rate of pay shall be paid for all hours worked on Sunday or designated Sunday (see Section 5) except those employees regularly scheduled to work on Sunday and so are given a scheduled day off in lieu of Sunday. However, if required to work on their scheduled Sunday lieu day, the hours worked will be paid at double their regular hourly rate.

Section 5 For the purpose of computing pay for hours worked on a Sunday or holiday where the shift cuts across two (2) calendar days such hours shall be treated as work on the day in which the shift commenced.

Section 6 There shall be no pyramiding of overtime.

Section 7

A.) Employees who normally are scheduled off on Saturday. Saturday work requirements shall be posted no later than lunch break on Thursday; otherwise the employees will not be required to work on Saturday, except in cases of emergencies.

B.) Employees who normally are scheduled off on Sunday. Sunday work requirements will be posted no later than first break on Friday; otherwise the employees will not be required to work on Sunday, except in cases of emergencies.

Section 8 One and one-half (1 1/2) times the regular rate of pay shall be paid to all regular full-time employees for work performed on their sixth (6th) day of work within the workweek provided they have worked all hours in the first five (5) days of that workweek.

ARTICLE 7

GUARANTEE

Section 1 The Company will provide each regular full-time employee at least thirty six (36) hours of pay at the employee's straight-time hourly rate during the workweek. Hours employees are absent for any reason will be deducted from such thirty six (36) hours. The Guarantee will also be reduced by eight (8) hours for each shift in which the plant is unable to operate because of storm, flood, fire, explosion, power failure, strikes, or boycotts by any labor union, or other unusual emergencies. The Company shall provide information to substantiate their position.

Section 2 The guaranteed workweek shall apply only to those regular full-time employees who have completed thirty (30) calendar days of employment prior to the commencement of that payroll week.

Section 3 Regular full-time employees called to work will be provided with a minimum of four (4) hours of work or pay in lieu of work if the plant is unable to operate because of contingencies enumerated in section 1 above.

Section 4 Employees called to work after leaving the plant and before their next scheduled workday shall receive four (4) hours pay at time and one-half (1 1/2).

Section 5 Employees displaced or recalled because of operations of the seniority provisions of this Agreement shall receive pay for only those hours worked in the week of such displacement or recall.

Section 6

A.) The Company may notify employees of a shorter workweek on or before Friday of the prior week, in which event the guarantee shall, up to a maximum of thirteen (13) weeks during each contract year, be reduced to thirty-two (32) hours of pay at their regular straight-time rate unless the plant is unable to operate because of contingencies enumerated in Section 1 above While the notice may be give when ever necessary, the number of weeks in each contract year in which the employees are actually paid less than the guarantee, will not exceed thirteen (13) weeks in each department separately. Those departments shall oe defined as Fab A shift, Fab B shift, Slàughter A shift, Slaughter B shift, Ground Beef A shift and Ground Beef B shift.

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

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

Section 7 Employees laid off for less than five (5) working days shall be entitled to guarantee pay in the week(s) of layoff and recall.

ARTICLE 8

COMPANY AND UNION RESPONSIBILITY

Section 1 During the term of this Agreement, there shall be no strike, stoppage, picketing, honoring of any picket line, sympathy strike, slowdown, deliberate withholding of production or suspension of work on the part of the Union, its members, or any individual covered by this Agreement for any reason whatsoever. In the event of a breach of this provision, the Union shall immediately declare publicly that such action is unauthorized and shall promptly order its members to resume their normal duties notwithstanding the existence of any picket line. The Union further agrees that it will in no way interfere with the business of the Company by sanctioning or conducting a boycott on the handling of goods procured from a source or destined to a point where a labor controversy or dispute may exist.

Section 2 The Company shall have the right to determine the discipline given an employee or employees for breach of this Article. The severity of the discipline imposed for such violation shall not be subject to arbitration; the Union shall, however, have the right to grieve the question of fact as to whether or not an employee or employees have breached any provisions of the Article.

Section 3 The Company agrees that neither it nor its representatives will put into effect any lockout during the term of this Agreement.

Section 4 The Company will not enter into any agreement on an individual basis with any employee.

ARTICLE 9

SENIORITY

Section 1 Seniority shall be established on the basis of continuous service with the Company and shall accumulate from the last date of hire.

Section 2 An employee shall be a probationary employee for a period of thirty (30) calendar days from the date of last employment. The Company may in its sole discretion, discipline or terminate a probationary employee, and no grievance shall be filed or processed on their behalf. At the end of the probationary period, an employee shall become a regular full time employee and shall have seniority commencing as of the date of last employment. During the probation period, employees shall not be eligible for the benefits granted to regular full time employees.

Section 3 Layoff, recall from layoff, vacations, and promotions, provided the employee has the ability to perform the work, shall be based on seniority.

Section 4 Loss of Seniority. An employee shall lose seniority and employment rights for the following reasons:

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

B.) Discharge for cause.

C.) On layoff for a period of more than one (1) year or off of the active payroll for any other reason for twelve (12) months.

D.) Employees recalled from layoff will have twenty-one (21) calendar days to return to work after written notice has been sent by certified mail to the last known address on the Company records. Employees who fail to report within the time frame will lose their employment rights. (Employees shall furnish the Company in writing their address for purposes of giving required notices. All notices shall be deemed to be given to an employee when mailed to the last address furnished to the Company by the employee.)

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

F.) An employee who leaves the bargaining unit to accept a position with management will lose all bargaining unit seniority rights after sixty (60) days from the date of the promotion.

G.) Total and permanent disability (if the twenty-four (24) months has expired).

H.) Retirement.

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

Section 5 Seniority Lists. The Company agrees to maintain a seniority list showing plant seniority for all bargaining unit employees. Such seniority list shall be posted and brought up to date every January 1, April 1, July 1, and October 1. A copy of this list will be posted in the plant and will be furnished to the Union.

ARTICLE 10

JOB BIDDING

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

Section 2 There will be three (3) Seniority Divisions: Slaughter, Fabrication and Ground Beef. The following Departments within the Division are for bidding purposes:

Slaughter Departments

1.	Kill Floor,	A shift
2.	Kill Floor,	B shift
3.	Offal,	A shift
4.	Offal,	B shift
5.	Hides	(All shifts)
6.	Coolers	(All shifts)
7.	Inedible Rendering	(All shifts)
8.	Wastewater	(All shifts)
9.	Pens	(All shifts)

Fabrication Departments

1.	Production,	A shift
2.	Production,	B shift
3.	Shipping	(All shifts)
4.	Edible Rendering	(All shifts)

Ground Beef

1.	Ground beef	(All shifts)

Section 3 Every employee shall be assigned to a department for seniority purposes.

Section 4

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

B.) If no one in the department bids, accepts or qualifies for the job, it shall be awarded to the bidding employee in that division with the greatest plant seniority, provided that person is able to perform the work.

C.) If no one in that division bids, accepts or qualifies for the job, it shall be awarded to the bidding employee from the remaining divisions with the greatest plant seniority, provided that person is able to perform the work. No more than sixty (60) employees from the fabrication division, sixty (60) employees from the kill division and ten (10) from the ground beef division shall be awarded a job bid from another division in a contract year.

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

Section 5 No employee may bid from one shift to another shift until they have accrued at least one (1) year of seniority. No more than sixty (60) employees from the fabrication division, sixty (60) employees from the kill division and ten (10) from the ground beef division shall be allowed to bid to a different shift within their division in a contract year.

Section 6

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

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

Section 7 An employee awarded a job through a bid shall be placed on the new job no later than thirty (30) days after the job has been

awarded. Employees who are not moved within the thirty (30) day period, shall receive the higher rate of pay (if applicable), or be paid twenty five (.25) cents per hour more, which ever is greater, until they are placed on their bid job.

Section 8 An employee who is awarded a job by bid but cannot then perform or qualify within 30 days shall return to their previous job. If additional time is needed the Company shall meet with the Union and define the extended period. The bidding employee's previous job shall not be bid until the extended period expires or the employee qualifies on the new job.

Section 9 When an employee successfully bids a higher rated job, that employee shall continue to be paid the former rate of pay until able to perform the new job to the satisfaction of the Company. Should an employee successfully bid on a lower rated job, that employee shall be paid the lower rate when placed on the lower rated job.

Section 10 There shall be a limit of one (1) successful bid every twelve (12) months for each employee to a lower job opening, and six (6) months to a lateral position. However, there will be no limit on upward bidding except that an employee who is awarded a bid job and voluntarily returns to the employee's prior position cannot bid to any level for a period of six(6) months from the date of the return.

Section 11 In an effort to keep newly bid jobs awarded an employees moved in a timely fashion, the Company will develop and maintain an "Aging Report." This Aging Report will list the status of all job bids until there is a final disposition. It will include the division, department, employee's name, job title and grade they are bidding to, job title and grade they are bidding from, date of the award and their current status. The aging report will be maintained by Human Resources, updated on a weekly basis and available for review by the employees. A copy of the report will also by provided to the Union.

Section 12

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

B.) An employee who successfully transfers shall not be eligible for transfer again for a period of one (1) year. Employees who reject

a transfer will be dropped from the list and are not eligible to transfer again for six (6) months.

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

Section 13 Notwithstanding any of the above, the Company may assign employees on a temporary basis as necessary in the conduct of the business with consideration of seniority, ability and qualifications. Any employee temporarily assigned to a job having a lower rate than their regular rate will receive their regular rate while performing such job with the exception of job accommodation due to an off the job injury or illness. An employee temporarily assigned to a higher group job shall receive the higher group rate when qualified. Any temporary assignment exceeding thirty (30) days will be discussed with the Union, to set up a schedule for replacement if necessary.

Section 14 A bulletin board, for bids and bid awards only, shall be placed in an area accessible to the majority of employees. The bulletin board shall post jobs available for bid with a list of all new jobs awarded.

Section 15 Lead Person/Production Trainers. When job openings for Lead person and Production Trainer occur, the job shall be posted to the Division on Thursday and remain posted for three (3) consecutive days excluding Saturdays, Sundays, holidays, and non production days. Interested employees may complete an application for the position at the personnel office. The vacancy will be awarded to the best qualified of the five (5) senior applicants. Qualifications will be evaluated by management using candidate interviews and using information from Union appointed employees experienced in the classification. Evaluation criteria will include work skills, work record, work experience, attendance, safety, communication, and education or training which is related to the position.

ARTICLE 11

LAYOFF/JOB ELIMINATION

Section 1 Layoff within a division caused by a reduction in force will be done according to plant seniority among the employees working in the division, provided that employees who remain are capable of performing the remaining jobs.

Section 2 An employee who is displaced by a reduction in force will move to the job held previously, provided the employee has more plant seniority than the employee they displace.

Section 3 If an employee's plant seniority will not allow the displacement of an employee in a previously held job in the division, the employee may be placed in a vacant job, if available, or may displace an employee with less plant seniority in the division provided the employee is able to perform the job duties.

Section 4 If an employee's plant seniority will not allow placement in any job within the employee's division, the employee may be placed in a vacant job, if available, or may displace an employee with less plant seniority in another division provided the employee is able to perform the job duties.

Section 5 Employees who displace to a different department or division shall have their former department and/or division seniority credited to their new department and/or division seniority unless the employee takes the opportunity to return to their former job as provided in Section 8.

Section 6 Employees shall receive the rate of pay for the job where they are permanently retained by their seniority.

Section 7 Probationary employees shall be laid off before regular employees, provided that the employees who remain are able to perform the job duties. The Company will not utilize temporary employees so that it will result in the lay off of any bargaining unit employee.

Section 8 In a recall, employees on lay off from a division who have the greatest plant seniority will be the first recalled, provided they are able to perform the job duties. An employee displaced under this article shall have a one (1) time opportunity to return to their prior job, with no loss of seniority.

Section 9 The Union will designate a person for input and review of the Company's layoff and recall processing.

ARTICLE 12

GRIEVANCES/ARBITRATION

Section 1 A Grievance Committee of not more than three (3) members shall be designated by the Union. The Union shall advise the Company of the names of the members of this Committee in writing. Union representatives shall be permitted time off with pay, except Fourth (4th) Step, to attend any regular scheduled meeting with the Company's designated representatives for the purpose of settling any and all grievances as provided herein.

Section 2 The local Union shall designate a reasonable number of stewards in writing and the section each steward will represent. Only such stewards as are so named will be recognized.

Section 3 Stewards, Supervisors and the Grievance Committee will not waste time or abuse the grievance procedure.

Section 4 Should grievances arise between the Company and the Union, or between the Company and the employees, pertaining to matters involved in this Agreement or incidental to the employment relationship, the following procedure shall apply. The forgoing steps all have prescribed time limits. Such limits may be extended by mutual written agreement. The intent is to grant additional time in unusual circumstances, not an automatic extension of prescribed time limits set forth below.

First: The aggrieved employee or employees, with or without the section steward, shall within five (5) working days of the knowledge of the incident, discuss the matter with the work group supervisor for the purpose of resolving the grievance, or the matter will be considered closed.

The supervisor's answer is due within five (5) working days from the onset of the first step meeting. The grievance may be submitted in writing to the second step within five (5) working days from the date of the Company answer.

Second: If the matter is not settled in the First Step, the Union shall present the matter to the Human Resources Manager or his designee. Grievances in this step must be presented in writing within five (5) working days after the answer in the first step. Within five working days of the presentation of the grievance the Human Resources Manager or his designee and the department Superintendent will meet with the Union for the purpose of resolving the Grievance. The Human Resources Manager shall have five (5) working days to give an answer in writing to the Union. In the case of termination or suspension, the employees or the Union shall submit matter directly to the second step of the grievance procedure.

Third: If the matter is not resolved at the Second step, the Union shall present the matter to the General Manager or his designee. Grievances in this step must be must be presented in writing within five (5) working days of the answer in the Second Step. Within five working days of presentation of the grievance the General Manager or his designee will meet with the Grievance Committee with or without the aggrieved employee or

employees and the Union Representatives for the purpose of attempting to resolve the grievance. The parties may at this point call witnesses, or if necessary, visit the department involved in order to get all of the evidence. The General Manager's answer is due within five (5) working days after the third step meeting. If the Union is not satisfied with the third step answer, it shall have five (5) working days to appeal the grievance to the Fourth step: otherwise the grievance is ended.

Fourth: If the Grievance is not settled in the Third Step, then the Grievance may be presented at the Fourth step of the Grievance procedure between the Vice President of Labor Relations or his designee and the Union Representative or designee. Grievance at this step must be presented in writing within ten (10) working days.

An agreement at the Fourth step of the Grievance procedure shall be final and binding on all parties.

Monthly meetings for the Step Four procedure shall be scheduled and maintained in order that no grievance will have an undue delay for processing.

The Union shall have the sole authority to process the grievance to arbitration, if no agreement is arrived at the Fourth step.

Any decision to continue grievances to Step Five (5) must be made in writing within ten (10) working days from the date of deadlock (after completion of the Fourth step).

Fifth: If after Step Four of the grievance procedure, the matter is not satisfactorily adjusted, and is being forwarded to arbitration, the interested parties shall select an arbitrator by mutual agreement.

If the parties are unable to agree upon an arbitrator, either party shall submit a written request for a list of seven (7) names from the Federal Mediation and Conciliation Service and alternately strike names to determine which one shall sit on the arbitration. The parties shall strike names within fifteen (15) calendar days from the receipt of the Federal Mediation and Conciliation Service panel.

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

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

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

All time limits may only be extended by mutual agreement.

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

Section 5 The authority of the arbitrator shall be limited to the terms and conditions specifically set forth in this Agreement, and the arbitrator's decision shall be final and binding upon the parties.

Section 6 A settlement arrived at in any step of the grievance procedure will be reduced to writing and signed by both parties. Such settlement will be final and binding upon both parties. In the event an employee is reinstated as a result of an arbitration, the maximum liability of the Company will be the employee's lost ConAgra Beef Company earnings reduced by all compensation received by the employee during the discharge period from other employment, unemployment compensation, workers' compensation or other earnings.

Section 7 No employee shall leave the job to handle any grievance without first obtaining permission from their supervisor. All grievances are to be presented and grievance meetings held at times causing the least inconvenience to operations and involving the least possible amount of lost time.

Section 8 In cases involving questioning that may lead to or involve discipline, the Company will arrange to have a division steward present for the interview with the employee to be questioned or disciplined; provided, (i) if a division steward is not available, the Company shall arrange for another Union steward to be present, and (ii) the employee to be questioned or disciplined does not object to the presence of a Union steward.

Section 9 Upon expiration of twelve (12) months from the date of the occurrence upon which a disciplinary entry was entered in the employee's personnel file, the Company will be precluded from using such entry in any disciplinary action.

Section 10 It has been and continues to be the Company's position that all disputes relating to the scope of the group insurance program (i.e., coverage for certain event) are not subject to the grievance and arbitration provisions of the Agreement between the Company and the Union. To that end it is agreed that all disputes arising under the group insurance program set forth in the group insurance plan and as allowed by ERISA, no such dispute will be subject to the grievance and arbitration provision of the collective bargaining Agreement between the Company and the Union.

ARTICLE 13

DISCIPLINE/NO DISCRIMINATION

Section 1 No Discrimination. The Company and the Union are committed to maintaining a work environment that is free from discrimination. In the administration of this agreement and, in accordance with applicable federal and state law, neither the Company nor the union shall discriminate against any employee because of that employee's race, color, religion, national origin, age, marital status, veterans status or disability.

Section 2 Harassment Prohibited. Harassment of any employee due to that employee's race, color, sex, religion, national origin, age, veteran's status, or disability is also prohibited by this Agreement as well as federal and state law. Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based upon a person's protected status, such as sex, race, color, ancestry, religion, national origin, age, disability, marital status or other protected status. The Company will not tolerate harassing conduct that affects tangible job benefits; that interferes unreasonably with an individual's work performance; or that creates an intimidating, hostile or offensive working environment.

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

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

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

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

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

Section 3 Use of Grievance Procedures. If any employee feels that they have been subjected to prohibited discrimination, including harassment, they may file a grievance under the grievance and arbitration provisions of this Agreement. If the employee feels they have been the subject of discrimination or harassment they should immediately notify their immediate supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact their supervisor, the employee should immediately contact the Human Resource Department. The company will investigate all such complaints and terms of their resolution confidential. If an investigation confirms that harassment has occurred, the company will take corrective action, up to and including immediate termination of employment of any employee found to have violated the provision of this Article. The company forbids retaliation against anyone who has truthfully reported harassment.

Section 4 Waiver of Contractual Rights. If any employee claiming a violation of this article elects to proceed to an administrative agency or to court during the pendency of the grievance or at any time prior to the issuance of the written opinion and award of an arbitrator, the grievance will be considered to have been withdrawn without prejudice.

Section 5 Contract Remedies. An arbitrator hearing a grievance that alleges a violation of this Article has no authority to award compensatory, punitive or any monetary damages other than back pay.

Section 6 Reasonable Accommodation. In the administration of this agreement, the Company and the Union will provide reasonable accommodations to qualified employees with a disability and to employees based upon their religious tenets. Any employee who seeks such an accommodation must so inform the company, in writing, and cooperate with the Company and the Union in seeking to identify reasonable alternatives. The need for the extent of such accommodation shall be determined by the Company in accordance with its interpretation of the requirements of the Americans with disabilities Act and Title VII of the Civil Rights Act of 1964, even if such accommodations may necessitate the modification or waiver of any provision of

this Agreement, however, in the event a reasonable accommodation may necessitate the modification or waiver of any provision of this Agreement, the Company and the Union will meet to discuss same.

ARTICLE 14

MILITARY SERVICE

Section 1 Right to Re-employment. A regular full-time employee who leaves or has left a position in the employ of the Company to enter upon active service in the Armed Forces of the United States has the right to be re-employed by the Company when such employee has completed their military obligation with full seniority and rights as provided for by federal law.

Section 2 Summer encampment. Regular, full-time employees on the active payroll will be granted a leave of absence upon request where they are required to participate in summer encampment training as a member of the National Guard or any U.S. Military Reserve as provided for by Federal law and/or the laws of Colorado, such leave shall be granted upon one (1) weeks advance written notice to the Human Resources Manager.

ARTICLE 15

CLOTHES/EQUIPMENT FURNISHED BY THE COMPANY

Section 1 The Company shall furnish safety devices, which when furnished, must be worn as a condition of employment.

Section 2

A.) The Company shall furnish cotton gloves, rubber gloves, insulated gloves, cloth chaps, aprons, rubber sleeves, laundry bags and pins, padlocks for employee lockers, wet suits, safety toe rubber boots or leather insulated safety toe boots, chuck line rubber aprons, scabbards, knives, hooks, whetstones, steels, where any of these are necessary, winter work clothes for outside and freezer employees, freezer jackets to forklift, pallet jack operators and hot box employees and for employees exposed to extreme wind chill. The company shall furnish other health and safety clothing and/or equipment as may become necessary during the term of this agreement. It is the Company's sole discretion to determine the need of such items.

B.) On or before November 1, 2001, the Company shall implement a uniform program for employees in the Kill Floor, Offal, Rendering, Hides and Pens. Under this program the Company will provide regular, Full-Time employees with uniforms, including the laundering of these uniforms at no cost to the employee.

Section 3

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

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

ARTICLE 16

HOLIDAY PAY

Section 1 The following will be observed as paid holidays in each calendar year:

New Year's Day	Thanksgiving Day	Memorial Day
Christmas Day	Independence Day	Easter Monday
Labor Day	One (1) Floating Holiday	

Section 2 The floating holiday will be given, at management's discretion with fourteen (14) days notice to the employees.

Section 3 To be eligible for holiday pay, an employee must be on the payroll as a regular full-time employee who has completed the probationary period, and work the scheduled work day before and the scheduled workday following a holiday, to receive holiday pay. For the purpose of this section, an excused absence is one that is previously excused in writing, hospitalization of the employee, or funeral leave. When a holiday falls on Sunday, it shall be observed on the following Monday.

Section 4 Holiday pay will be calculated at eight (8) hours straight-time pay and eight (8) hours may be considered part of the guaranteed pay.

Section 5 If one of the holidays, covered by Section 1 above, occurs within an employee's vacation period, that employee shall be paid eight (8) hours pay at their regular straight time hourly rate of pay in addition to their vacation pay, or their vacation will be extended by one day by mutual agreement.

Section 6 If an employee fails to report for work, or fails to work the hours as ordered on a holiday, and such absence is not excused (as defined in Section 3 above) then they shall receive no holiday pay, except an employee who is less than thirty (30) minutes late to work shall be eligible for holiday pay.

Section 7 Work performed on a holiday shall be paid at two (2) times the employee's regular straight-time pay for hours worked on the holiday.

Section 8 The company will make every effort to have C shift employees not work the actual day of the observed holiday.

ARTICLE 17

JURY DUTY

Section 1 When a Regular Full-time Employee is called for jury service, the employee shall be compensated gang time for time lost at their regular straight-time hourly rate, less the compensation received for jury duty, but in no case more than eight (8) hours per day or forty (40) hours per week.

Section 2 If an employee is excused and does not serve on the jury, that employee will be required to report to the plant if excused during their regularly scheduled shift, and will be required to work the remaining scheduled hours of such shift.

Section 3 Night shift employees will be temporarily transferred to the day shift while serving on jury duty.

ARTICLE 18

SICKNESS AND ACCIDENT POLICY

Section 1 When regular full-time employees with at least one year of seniority are absent because of disability due to sickness or accident not covered by Workers' Compensation, and when such absences and their continuation are supported by acceptable medical evidence, payments shall be made in accordance with terms and conditions hereinafter set forth.

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

Section 3 Effective November 20, 2000 the amount of payment shall be $180.00 per week. Payment will begin with the eighth (8th) scheduled workday of disability, or on the second (2nd) day if employee is hospitalized, up to a maximum of ten (10) weeks for any one (1) absence reduced by the payments made for other absences during the twelve (12) months immediately preceding the onset of the current absences.

Section 4 It is agreed that it is the purpose of this policy to provide income for employees who qualify hereunder only when they are physically unable to work.

Section 5 No employee shall be eligible for benefits under this paragraph unless they notify the Company promptly when unable to report for work provided the employee is physically able to do so.

Section 6 In the event of a compensable accident, an employee who would qualify for S & A will receive the difference between compensation and S & A for which they had qualified.

ARTICLE 19

FUNERAL LEAVE

Section 1 When a regular full-time employee is absent from work for the purpose of arranging for or attending the funeral of a member of the employee's immediate family, the Company will pay the employee for eight (8) hours at the employee's regular rate of pay for each day of such absence up to a maximum of three (3) consecutive scheduled workdays, provided that:

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

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

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

the employee will be compensated for lost time at a later date, within the next three (3) months; and

D.) No payment will be made for any day of absence which is later than the day of such funeral, except where the employee attends a funeral at a location where the necessary time for travel extends the absence beyond the day of such funeral; and

E.) The employee, when requested, furnishes proof satisfactory to the Company of the death, the employee's relationship to the deceased, the date of the funeral, and the employee's actual attendance at such funeral.

Section 2 For purposes of this paragraph, a member of an immediate family means only the employee's spouse, child, stepchildren, mother, father, sister, brother, mother-in-law, and father-in-law; and in addition, stepmother, stepfather, guardian, grandchildren, grandmother, and grandfather.

Section 3 Employees who travel to distant locations to attend funerals of immediate family members as defined in Section 2 above will receive, in addition to the paid funeral days, excused absences without pay (not to exceed four (4) days) to travel to and from the funeral locations.

Section 4 One (1) day shall be paid for sister-in-law, brother-in-law, son-in-law and daughter-in-law, niece or nephew. Further, the unpaid leave set forth in Section 3 shall apply for such funerals.

ARTICLE 20

UNION BUSINESS

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

Section 2

A.) **Full-Time Union Position.** In the event the Union appoints or elects an employee to a full-time position with the Union, the Company, upon proper notification, shall grant a leave of absence, without pay, not to exceed the life of this Agreement.

B.) The Union may designate a Chief Stewards to cover A, B and C shifts among the Company's employees who shall have as their

job duties administration of this agreement including safety assignments and the processing of grievances. The Company will pay the Chief Steward their regular rate of pay up to and including weekly gang time, on a weekly basis upon receiving a signed and dated form from the Chief Steward setting forth a summary of issues addressed with the status. The Chief Steward will punch in and out for attendance purposes. The Chief Steward will continue to receive benefits on the same terms following designation as a Chief Steward.

C.) The Chief Steward program shall be reviewed by the Company and the Union as needed to recommend needed adjustments, if any. If the program has not served the intent and purpose of article 1 of this agreement, the Company may discontinue the program with a ninety (90) day written notice.

Section 3 Unpaid positions will not be granted a vacation, or be eligible for vacation pay, while in the service of the Union, except where the employee qualified and became eligible for a vacation prior to leave. Any unexercised vacation rights shall be satisfied by a cash payment equal to the amount the employee would have been paid for vacation.

Section 4 If the employee desires to return again to work, the Company must be notified within seven (7) days after termination of the appointment or election, and shall be placed on the job previously held, or one of equal pay, with no loss of seniority or vacation rights, provided they are capable of performing the job.

ARTICLE 21

LEAVE OF ABSENCE

Section 1 The Company may grant leaves of absence, without pay, to employees who request the same for emergency reasons, for periods up to ninety (90) calendar days. Such leaves will not be granted for the purpose of allowing an employee to take another position temporarily, try out new work, or venture into business for himself.

Section 2 Family & Medical Leaves (FMLA)

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

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

C.) **Employee Responsibilities.**

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

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

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

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

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

D.) **Employer Responsibilities.**

(i) Privacy: The employer can assign a physician or representative from Health Services or Human Resources to contact the employee's health care provider to clarify information in a FMLA certification. No one in supervision will

contact employee's health care provider. Records relating to FMLA leaves, requests, and certifications or medical histories must be maintained as confidential medical records separate from usual personnel files.

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

ARTICLE 22

WAGE RATE CLASSIFICATION

Section 1 When the Company establishes a new classification, combines or separates the duties of existing classifications, or substantially changes the work content of an existing classification, it will notify the Union and establish an hourly rate for the classification.

Section 2 If the Union requests, within five (5) days of being notified of the new classification and pay rate, the Company will meet and discuss the pay rate with the Union. If the Union does not agree with the pay rate, it may bypass the steps of the grievance procedure and submit the matter to arbitration if it notifies the Company within ten (10) days.

Section 3 The test of fairness of the Company's rate determination is whether it is in line with the existing rate structure of other jobs in the department, giving proper consideration to the job content and skill involved.

ARTICLE 23

UNION VISITATION

Section 1 Union representatives shall have the right to visit the work place to inspect conditions and to generally carry out the terms of this Agreement, providing they report to a designated Company representative upon entering the plant and so long as such visit does not interfere with operations.

Section 2 The Employer recognizes the right of the Union to designate stewards and alternates from the Employer's seniority list.

ARTICLE 24

SUBCONTRACTING/CASUAL CREW

Section 1 The Company may subcontract as follows:

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

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

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

Section 2 The Company may use up to thirty (30) subcontract temporary employees at any one time. Each temporary employee may be utilized for a period not to exceed thirty (30) days. After thirty days the temporary employee shall either become a ConAgra Beef employee, or be removed from the facility and not be permitted to return for a period of three (3) months. If a temporary employee becomes a ConAgra employee during the thirty (30) day period, they will have their seniority dated back to the day they started working (within the most recent thirty (30) day period). Job assignments of all temporary employees will be made to non-group jobs by a shift superintendent. The Union shall be provided with a weekly list of all temporary employees with their start date, shift and department.

ARTICLE 25

MEAL PERIODS AND REST PERIODS

Section 1 Relief and meal periods will be scheduled by management.

Section 2 Employees will be granted a rest period of fifteen (15) minutes approximately half way through the first portion of their shift, but in no event will it be taken earlier than one and one half (1½) hours from the start of the shift nor later than three (3) hours from the start of the shift.

Section 3 Employees will be allowed a thirty (30) minute lunch period (without pay) at approximately half way through the employee's scheduled work day.

Section 4 Employees will be granted a second rest period of fifteen (15) minutes if the day's work schedule exceeds eight (8) hours and twelve (12) minutes.

Section 5 When it becomes evident that the work will not be completed within twelve (12) hours, the Company will grant a paid fifteen (15) minute rest period after ten and one half (10½) hours for those required to work.

Section 6 Employees required to work ten and one-half (10½) hours will be given a meal allowance of five dollars ($5.00).

Section 7 Employees will not be required to work in excess of three and one-half (3½) hours without a meal or rest period unless three and three-fourths (3¾) hours complete the workday.

ARTICLE 26

VACATIONS

Section 1

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

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

Section 2 Regular full-time employees shall be entitled to: one (1) week of vacation with pay following their first (1st) anniversary with the Company, two (2) weeks after their third (3rd) anniversary with the Company, three (3) weeks after their tenth (10th) anniversary with the Company, and four (4) weeks after their twentieth (20th) anniversary with the Company.

Section 3 Selection of vacations will be by seniority within the work group (by shift) provided the vacation so scheduled will not interfere with the needs of the business. Seniority will only apply on the first period of any split vacation.

Section 4 Employees must make vacation selection no later than January 15 of each year. Employees who have not selected their vacation by February 15 will be assigned a vacation period. Employees will have between February 15 and march 1 to review schedule of vacation awarded, and may file an objection with Human Resources during that period. Vacation schedules will be posted by March 15.

Section 5 Employees eligible for more than one (1) weeks vacation may take one (1) week a day at a time. Pay for each such day will be calculated on eight (8) hours of straight time pay based on the employee's regular hourly rate at the time of the vacation.

ARTICLE 27

LIFE INSURANCE

The Company will make available to employees who have three (3) months or more of employment with the Company, a term group life insurance policy in the amount of $15,000, fully paid by the Company.

ARTICLE 28

RETIREMENT PROGRAM

By April 1, 2001, The Company will replace the current retirement program with a 401K plan. Such plan will include a Company matching contribution on two-thirds (2/3) of the first six percent (6%) of the employees voluntary contribution.

ARTICLE 29

FREEZER PAY

Employees required to work four (4) hours or more per day in the freezer will receive an additional fifteen cents (15¢) per hour over their regular rate of pay.

ARTICLE 30

SHIFT DIFFERENTIAL

Section 1 All regular full-time production employees will be paid ten (10¢) per hour over their regular rate for the entire second shift. Such pay starts at the employee's starting time when the job is classified as a second shift position and continues through the shift.

Section 2 Third Shift - All regular full-time fabrication material handling and inedible and edible rendering production employees will be

paid twenty (20¢) per hour over their regular rate for the entire Third Shift. Such pay starts at the employee's starting time when the job is classified as a Third Shift position and continues through the shift. This Article will not apply to any day gang regardless of starting time.

ARTICLE 31

MEDICAL, VISION, DENTAL AND DISABILITY

Section 1 Regular, full time employees will become eligible on the first day following six (6) months of service, to enroll in the Employee Group Health Plan. Employees who elect to enroll for coverage will pay, by payroll deduction, a portion of the premium cost for the coverage they select.

Section 2 Regular, full time employees will become eligible on the first day following six (6) months of service, to enroll in the Group Dental, Vision, and Long Term Disability Plans which they elect. Employees who elect to enroll for coverage under the plans in this Section will pay, by payroll deduction, the Company's premium cost for the coverage they select.

Section 3 Pre-tax flex plan will be utilized.

Section 4 All employees must re-enroll for coverage during open enrollment by completing and returning the enrollment material, whether they elect or decline coverage. Employees who decline coverage or fail to complete enrollment materials and later become eligible to participate in the plans are subject to the pre existing conditions limitations in the respective plans. Changes are limited as defined in the plan documents.

Section 5 (a) Employee contributions toward the medical and dental plans will be frozen for the life of this agreement.

(b) The out of pocket match under the medical plan will be changed to $1500.00 per year for single coverage and $3000.00 per year for employee plus one and family coverage.

(c) The lifetime major medical benefits will be increased to $2,000,000.

(d) The employee plus and family calendar year deductible will be decreased from $750 to $625.

ARTICLE 32

NEW MEMBER ORIENTATION

Section 1 Each week during new employee orientations, a representative of the Union will be allowed the opportunity to discuss the Union role at the plant, to answer any questions, and to sign the new employee up for Union membership.

Section 2 When an applicant for employment is hired, the Company will give the applicant a Union Authorization Card, along with other documents given to newly hired applicants, for signature (i.e., insurance enrollment card). To the extent allowed by law, the Company will explain to the successful applicant that the plant employees are represented by Local 990 and give the employee a Union application. In the event the successful applicant declines to sign the Union Authorization Card, the applicant will be referred to a designated Union representative who will be given a quiet area to explain the advantages of Union representation.

ARTICLE 33

VARIOUS PROVISIONS

Section 1 Bulletin Boards. Seven (7) lockable bulletin boards (slaughter, fabrication, hides, ground beef, cafeteria, shipping, Alvey) shall be made available at the plant at all times for the use of the Union. Notices may be posted on such bulletin boards for matters such as Union meetings, social affairs, Union elections, and other internal Union affairs. All such notices listed above must be signed by an officer of the Union and/or a Business Agent of the Union. The Company will provide a portion of each bulletin board mentioned above for the Union's use.

Section 2 Union Officers and Stewards. The Union shall furnish the Company with a written list of its duly authorized officers and stewards, and maintain the list up to date.

Section 3 Paychecks

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

B.) The Company will continue legitimate methods and practice of distributing paychecks to employees.

C.) Any pay discrepancy of fifty dollars ($50.00) or greater shall be adjusted in the same week of error. Any pay discrepancy of less than fifty dollars ($50.00) shall be adjusted for the following week.

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

Section 4 I.D. Badges. The Company agrees to provide one (1) I.D. badge or card, at no cost, to the employees. Thereafter, the cost to replace lost I.D. badges or cards will be no more than five dollars ($5.00).

Section 5 Neutrality. The Company shall do what is necessary to ensure its officers, representatives, supervisors and/or agents shall not attempt to influence a Colorado Labor Peace Act election or any internal Union election campaign and/or vote.

ARTICLE 34

MULTI CULTURAL EDUCATIONAL TRUST FUND

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

ARTICLE 35

WAIVER, ENTIRE AGREEMENT AND SEVERABILITY

Section 1 Entire Agreement. This is the complete Agreement providing all benefits to which any employee may be entitled, and it is expressly understood and agreed that the Company has no obligation to any employee or employees other than those provided herein.

Section 2 Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain

collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 3 Amendments. Any modification or supplement to this Agreement to be effective must be reduced to writing and executed by the designated representatives of each party.

Section 4 In the event any provision of this Agreement should be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement; and further, should any federal or state law, government rule or regulation issued by any of its departments, agencies or representatives affect any provision of this Agreement, the provision, or provisions, so affected shall be made to conform to the law or determination, and all other provisions not so affected shall continue in full force and effect.

ARTICLE 36

DURATION OF AGREEMENT

This Agreement shall be effective beginning November 20, 2000 and shall remain in full force and effect until November 21, 2004. Either party may, on or before sixty (60) days prior to the expiration date of this contract, give notice to terminate the Agreement. If such notice is not given, the Agreement shall renew itself for successive one (1) year periods until notice is given. Such notice shall be given by registered or certified mail.

DATED this _____ day of _____, 2001.

United Food and Commercial Workers, Local 990

ConAgra Beef Company

APPENDIX A

WAGES

Effective November 20, 2000 the minimum start rate and the wage progression will be as follows:

Start Rate:	$9.50
After 30 Days	$9.65
After 60 Days	$9.80
After 90 Days	$9.90

All regular full-time production employees who have completed thirty (30) days of employment shall receive the following base rate:

Effective November 20, 2000 the base rate will be increased by $.50 per hour to $9.90.

Effective November 19, 2001 the base rate will be increased by $.30 per hour to $10.20

Effective November 18, 2002 the base rate will be increased by $.30 per hour to $10.50

Effective November 17, 2003 the base rate will be increased by $.25 per hour to $10.75

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

Job Wage differentials are as follows:

Group 7	Base Rate + $1.85/hour
Group 6	Base Rate + $1.65/hour
Group 5	Base Rate + $1.35/hour
Group 4	Base Rate + $1.00/hour
Group 3	Base Rate + $0.70/hour
Group 2	Base Rate + $0.40/hour
Group 1	Base rate + $0.20/hour

The rates of pay include compensation for time spent changing into and out of work clothes, including safety clothing and/or equipment,

except as otherwise provided by settlement agreement (donning and doffing) dated September 11, 2000

FABRICATION JOB GROUPINGS

FAB BASE

Bag Loose Meat	Open Leakers
Bagperson	Operate Six Shooter
Bone Guard	Pull Off
Clean Up	Rehang Rounds
Combo Maker	Reject Person
Core Driller	Retrimmer
Drop Arm Bone	Rosemeat Puller
Drop Hind Quarter	Shackle Chuck
Fill Combos	Small Box Trim
General Labor	Swing Up
Inject Air	Throw Bones
Inventory (Box Shop)	Trim Pickers
Knife Room Clean	Tub Dumper
Laundry	Unload Truck
Leaker Audit	Wash Combos
Monitor Chuck Trim	Whizard Knife
Monitor Combo Reworker	Zip Netter

FAB GROUP ONE

Bag Primals	Operate Knuckle Puller
Band & Stretch Wrap	Operate Metal Detector 50
Bone Collector	Operate Metal Detector 65
Box Meat	Packers
Cardboard Baler	Palletizer
Cooler Operators	Rework
Corner Person (Break line)	Scanner
Floor Loaders	Temp. Combos

FAB GROUP TWO

Arm Trimmer	Saw Hocks
Bone Test (Whizard)	Saw Neck Bone

FAB GROUP TWO (continued)

Clean Plate Bones
Clean Rib Bone
Clod Trimmer
Contamination Trimmer
Drop Flanks
Edible Operator
Hind/Forequarter Separate
Inventory Walker System
Knuckle Dropper
Loin Wing Bone Trim
Mark / Pull Flap Meat
Mark / Pull Heel
Mark / Pull Outside Skirt
Mark / Pull Round Cap
Mark Brisket / Deckle
Mark Brisket / Pull Pectoral
Mark Brisket Hot
Mark Rope Meat / Neck Bone
Mark Tri Tip on Chain / Flank Head
Operate Sepa Machine
Operate Skinner
Pull Hanging Tender
Pull Knuckle Skin
Pull Scotties
Pull/Trim Flanks
Resaw Short Rib
Retrimmer
Rosemeat Markers
Saw Brisket/Plate
Saw Feather Bone
Saw Forequarters (Rib & Chuck)
Saw Short Rib
Scapula Meat Trimmer
Sealer Operator
Splitter Top/Bottom Butt
Square naval/pull eye
Tray Former
Trim BSCR
Trim Butts
Trim Cap to 85
Trim Chuck Square
Trim Clod
Trim Extension Meat
Trim Flap Meat
Trim Flats & Eyes
Trim Flats & Points
Trim Hanging Tenders
Trim Lengths on Ribs
Trim Lifter Meat
Trim Mock Tender
Trim Naval
Trim Pectoral
Trim Skirts
Trim Strip
Trim Top Rounds
Trim Tri Tips
Upgrade Arm
Upgrade with Knife
Vacuum Operator
Whizard Operator
Wing Dropper

FAB GROUP THREE

Aitch Bone
Bone & Trim Short Ribs
Bone Briskets
Bone Foreshanks
Bone Hind Shank
Bone Shins/Drop Chuck
Brisket Bone Cleaner
Chuck Trimmer
Drop Gooseneck
Forklift Operator
Knife Grinders
Mark Arm Bone
Mark Shank Bone
Navel Boner
Pallet Jack Operator
Pull Atlas & Feather Bone
Pull (round) Eye on Chain
Splitter Saw Shell
Trim Short Ribs
Tender Trimmer
Whizard Grinders

FAB GROUP FOUR

Bone Short Rib
Knuckle Puller
Lead Person Edible Rendering
Lead Person Packoff
Mark Forequarters
Mark Knuckle
Pull Skirts/Bone Plates
Rib Chine Saw
Saw Hind Quarter
Sealer Room Lead Person
Strip Chine and Wing Saw
Whizard Lead Person

FAB GROUP FIVE

Bone Lipon Ribeye
Bone Top Butts
Hind Saw
Rib Saw
Round Dropper
Strip Boner
Strip Saw
Wing Saw Operator

FAB GROUP SIX

CL-1 & CL2
Clean Up GEL Operator
Lab Tech / Data Entry
Operate Cooker / CIP
Operate Grinder
Operate Mobile Track
Pull Tenders
Rib Boner
Shipping Lead Person
Trainer

FAB GROUP SEVEN

Lead Persons Fab Tables
Production Trainers

GROUND BEEF JOB GROUPINGS

GROUND BEEF BASE

Bag Loader
Dumper Operator
General Labor
Grinder Operator
Inventory
Loader
Picker
Rework
Selo Operator
Textured Beef Thrower
Weigh Pattie Box

GROUND BEEF GROUP ONE

Box Maker & Insert Liner
Chub Packer
Palletizer
Pattie Packer

GROUND BEEF GROUP TWO

Box Machine Operator
Cryovac Operator
Inbound Receiver

GROUND BEEF GROUP THREE

Forklift

GROUND BEEF GROUP SIX

Lead person

SLAUGHTER JOB GROUPINGS

SLAUGHTER BASE

Add Dry Ice/Lids on Boxes
Apply Paper at Brisket
AQL
Bag Tails
Box Fresh Offal
Brand/Bag/Rack Livers
Clean & Pack Spinal Cords
Clean-up / Inedible Barrels
Clear Neck
Combo Pet Food
Cut Intestine to Length
Operate Air Hose on Hocks
Pack Weasand
Pop Kidneys
Pull Off Paunch and Intestines
Pull Paunch / Remove Fat
Remove Abomasums
Remove Mud Balls
Remove Pizzle / Udder
Remove Spinal Cord
Remove Tail
Rinse Abomasums

SLAUGHTER BASE (continued)

Cut Off 1st Hock, Switch Tail
Cut Off 2nd Hock
Cut Off Blanket Fat, SEP Omesa
Cut Off Fat from Omesa, Aside Fat
Cut off Front Feet
Drive Cattle
Drop Head of Tender
Exp. Idle Bones, Clip Idle Bones
Feed Kill Chain, Open Neck Hide
Flush Heads/Clip Bone
General Labor
Hang Ear Tag
Hang Hides - Black Belt
Hang Off 1st Leg
Hang Off 2nd Leg
Hang Plastic at Rump,
Hang Trolleys
Hides-Pull, Mark / Cut Tails
Janitor
Load Chill Box
Load Rails Sales Cooler
Load Tail Puller
Mark Foreshank
Mark Pattern
Omesa Tripe Pack
Open Omesa with Splitter
Open Seam on Paunch
Open Shanks
Salt Recovery
Sanitize 1st Hock
Sanitize 2nd Hock
Save Abomasums
Save Face Meat
Save Kidneys
Save Leg Tendons
Save Spleen / Pull Off Trachea, Lungs
Separate Heart / Lung, Aside Heart
Separate Large Intestine
Separate Tongue Trim / Fat
Spotting Railroad Tankers
Steam Vac
Tie Off Small Intestine
Trim / Pack Sweetbreads
Stamp Angus Trim and Bag or Box Cryovac Kidneys
Trim Back of Carcass
Trim Foreshank (arm pit)
Trim High Hock / Round
Trim Neck
Trim Necks Remove Sweetbreads
Trim off Salivary Glands
Trim Shanks
Trim Udders
Unload Chill Box
Wash Neck
Wash Tripe

SLAUGHTER GROUP ONE

Box Maker
Cut Off Bile Bag / Aside Liver
Cut Off Carcass Ears, Tags
Cut Intestine to Length
Dehorn Carcass
Dehorn Nubs
Down puller operator
Floor Loaders
Flush Large Intestine
Flushers/Braiders
Hide Hanger/Deflesher
Hide Hanger/Down Puller
Hang Paunch on Chain
Hides-Raceway, Pull, Takeup
Hides-Trim Face Plates
Open Paunch & Dump
Pack Abomasums
Pack Large Intestine
Pack Scalded, HC Tripe
Pack Small Intestine
Palletize
Presenter
Pull Hide/Mark & Cut Tail
Rack / Pack Livers
Round Runners
Save Pancreas (Cut off Weasand)
Save Trachea
Scanner
Separate Paunch (Gut Table)
Slice & Devein Liver
Strapper
Strip Weasand
Tag & Carry Heads
Trim, Brand Hearts / Pack
Trim Abomasums
Tripe Machine, Scalded & Honey Comb Omesa
Upgrade Tongue Trim
Trim Contamination

SLAUGHTER GROUP TWO

AQL Trimmers
Buggy Drive
Certified Head Trimmer
Cooler-Lug & Trim
Dejoint Heads
Drop Bung & Disjoint Tail
Drop Heads / Skin / Lips & Ears
Expose Backstrap / Monitor
Mark Brisket
Mark Inside Skirt
Operate Cryovac Sealer
Pop Feather Bone / Monitor
Pre Gutter
Rip Belly/Rip Belly with Cutter
Saw Brisket
Side Puller
Stripper / Splitter Operator
Trim Oyster
Trim, Wash & Bag Tails
Whizard Head Meat

SLAUGHTER GROUP THREE

Clear Neck & Raise Gullets
Drop & Hang Tongues, Tonsils
Feed Jaw Puller, Save Trim from Jaw
Forklift
Head Boner
Head Chiseler
Hide Grader
Hides Forklift
Hides-Fleshing Machine
Jack Cattle
Knife Room
Knocker
Low Neck
Open Neck & Raise Gullet
Outside Lift Driver
Rail Spotter (EPI)
Rimover
Rod & Tie Weasand
Rumper
Shackler
Sticker
Trim Heads & Pack
Trim Midline
Trim, Brand, Wrap & Pack Tongues

SLAUGHTER GROUP FOUR

Cap Bung, Split Tail, Midline
Carcass Load Lead Person
Certify Prewash Trimmer
Final Trimmer
First Butt
First Legger
High Trimmer
Inedible Lead Person
Low Backer / Tail Puller
Low Trimmer
Offal Lead Person
Offal Trans Lead Person
Outrail Trimmer
Second Butt
Second Legger
Stockyard Lead Person

SLAUGHTER GROUP FIVE

Cooler-Ribber
Cooler-Saw Beef
Flanker

SLAUGHTER GROUP SIX

Condemned Cage
Cooler Lead Person
Gutter
Inedible Operator
Load Out
Operate Cooker
Operate Hammermill
Outside Clean-up
Split Saw
Trainers
Wastewater Operator

SLAUGHTER GROUP SEVEN

Kill Floor Lead Person

Wastewater Lead Person

APPENDIX B

QUICK START

Section 1 The parties have agreed to a rate progression acceleration program, hereafter referred to as "Quick Start," to waive the starting rate progression for new employees.

Section 2 An employee also shall become ineligible for Quick Start and therefore be paid under the regular progression where:

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

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

APPENDIX C

WELLNESS & PERSONAL DAYS

Section 1 Wellness Days. Regular, full-time employees who report on time and who work all scheduled hours and days in a rolling seventy (70) day period will be eligible for a "Wellness Day." The seventy (70) day periods will be measured from the employee's anniversary date, except as noted in paragraph two below. It is understood that all regular , full-time employees on November 20, 2000 will have their initial seventy (70) day period start. Employees who successfully complete their probationary period having reported on time and who have worked all scheduled hours and days as defined below will participate retroactively.

Those employees who report on time and who work all scheduled hours and days in the defined seventy (70) day period will receive one (1) day of excused compensated time off. The employee will be paid eight (8) hours of straight time pay for the absence, or may elect to receive the equivalent pay in lieu of time off.

Employees who fail to report on time or who fail to work all scheduled hours and days will have their Wellness Days qualification period calculated from the date they began reporting on time and working all scheduled hours and days.

Employees may accrue and "bank" up to ten (10) days under the Wellness Days program. Employees can use this time in full eight (8) hour increments up to their full bank, or the employee may elect to take pay in-lieu of time off and cash in their accrued bank. The employee's immediate supervisor must approve scheduling of all Wellness Days or pay in-lieu of time off. Scheduling of all paid absences must be requested in writing on a vacation request form and approved by the employee's immediate supervisor.

To be eligible for the Wellness Day, the regular, full-time employee must work all scheduled hours and days in the respective seventy(70) day period. However, employees will not be denied a Wellness Day for absences outlined in section 3 below. Employees on a leave of absence in excess of fourteen (14) days will not be eligible to accrue Wellness Days, until they return to active duty.

Section 2 Personal Days - The Personal Day program outlined below will not be effective until 01/03/2001.

A) Employees who have successfully completed their probationary period will be allowed fifteen (15) unpaid Personal days in a rolling twelve (12) month period. Employees will be able to use

up to four (4) Personal Days in one-half (?) day increments with advanced notice, or for tardy and home early situations.

B) If Personal Days are taken consecutively, each individual day will be charged against the unpaid fifteen (15) Personal day allotment. Employee's will receive notification when they have used their eleventh (11th), thirteenth (13th), and fifteenth (15th) Personal Days.

C) Employees who are absent beyond the allowed fifteen (15) unpaid Personal days in a rolling twelve (12) month period, except for reasons specified in section 2 below, will be separated from the Company.

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

Section 3 Excused Absences.

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

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

II. Absences for approved funeral leave.

III. Absences for scheduled vacation time.

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

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

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

Section 4 Reservations.

The Company and the Union reserve the right to request negotiations with the other party to terminate, modify, or expand all or part of the Appendix "C" program at any time during the life of this agreement with thirty (30) days advance notice.

Section 5 Implementation.

Upon the ratification of this Agreement, all non-probationary employees will have their attendance records cleared of absences counted under the prior "excessive absenteeism" policy for the purposes of implementing the Personal Day program. However, all recorded failure to call or report absences under the "No Call - No Show" policy will remain active.

MEMORANDUMS OF UNDERSTANDING

JOINT - LABOR/MANAGEMENT COMMITTEE

The Company and the Union, in order to improve communications and Labor Management Relations and to establish a Labor - Management Committee. Issues that will be discussed will include but not limited to multi cultural workforce issues, worker's compensation, working environment, INS issues and child care.

The Committee shall have mandatory monthly meetings unless otherwise agreed.

Management representation to the Committee shall include, as a minimum, the General Manager or designee and representatives from Operations, Safety and Human Resources.

Union representation to the Committee shall include Union officers/business agents, and five (5) Union appointed employee representatives to include Fabrication A and B shifts, Slaughter A and B shifts, and one (1) representative from Ground Beef.

The employee representatives shall be paid for time lost from their regular shift or up to one (1) hour if the meeting is not held during their work shift.

Protection of Rights

The Company shall promptly notify a steward and the union if the Immigration and Naturalization Service (INS) searches and/or apprehends an employee in order that the Union can take steps to protect the rights of its members.

Excused Absences

Employees will be granted up to fourteen (14) days leave of absence without pay to attend INS proceedings, which require their attendance. If an INS proceeding is out of state, additional days of leave of absence will be granted.

Record Change

Any employee may notify the Company of a change of name and/or new social security number.

The Company shall modify the employee's name and other information and such employees shall retain their seniority and all other benefits.

Language

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

REFERENCE, ARTICLE 2 RECOGNITION

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

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

U.F.C.W. Local 990 ConAgra Beef Company

Date Date

PREPROMOTION SUPERVISOR TRAINING PROGRAM

November 10, 1997

ConAgra Beef Company. (hereinafter the Company) and United Food & Commercial Workers International Union Local 990 (hereinafter the Union) have agreed to the following regarding the ninety (90) day Prepromotion Supervisor Training (hereinafter PST) program effective November 3, 1997, with regard to:

Article 4 Management Rights

Section 1 — Employees in the PST will not supervise or administer discipline to any other employee while in this program.

Section 2 — Employees in the PST will be subject to the same restrictions as supervisors for per performing bargaining unit work.

Article 5 Check off / Union Security

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

Article 9 Seniority

Section 4 Loss of Seniority

Part F — The employee will be considered to have left the bargaining unit on the first day they are promoted to the anticipated position as a supervisor, and will lose all bargaining unit seniority rights after sixty (60) days from the date of promotion.

Article 10 Job Bidding

Section 1 — A vacancy will occur when an employee leaves their position to accept assignment in the PST, and the vacancy will be posted for bid.

Section 8 Employees who do not complete the PST program or are not promoted to supervisory positions as anticipated may return to their previous job as their seniority permits.

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

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into and by and between ConAgra Beef Company for its Greeley, Colorado facility and the United Food and Commercial Workers International Union, AFL-CIO, CLC, Local 990 and is incorporated by reference and made part of this agreement dated November 20, 2000.

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

For The Company_____

For The Union_____

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into and by and between ConAgra Beef Company for its Greeley, Colorado facility and the United Food and Commercial Workers International Union, AFL-CIO, CLC, Local 990 and is incorporated by reference and made part of the Agreement dated November 20, 2000.

During contract negotiations, the parties discussed the safety steel toed boot program referenced under Article 15, Clothes/Equipment Furnished by the Company. The Company has agreed to upgrade the standard issue steel toed rubber boot and to make available an additional option at an additional cost to the employee. The standard issue boot will be upgraded to a price range of approximately $25. Should the cost of the standard issue boot increase over the life of this agreement the Company will continue to pay the full cost of the standard issue boot. Employees who elect to purchase the additional option will have the cost of the standard issue boot credited against the purchase price of the additional option.

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

For The Company_____

For The Union_____

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into by and between ConAgra Beef Company for its Greeley, Colorado facility and United Food and Commercial Workers International Union, AFL-CIO, CLC, Local 990.

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

For The Company_____

For The Union_____