

Hormel Austin Plant Company 2023 Negotiations List response to union 7/25/23 3:30 PM

The Company reserves the right to add, delete or modify any of these proposals until a final agreement is reached.

Union response 7/25/2023 @ 12pm

Company response 7/25/23 @ 3:30 pm

Union response 7/26/2023 @ 12pm

Vacation – Consider moving vacation year from March 1st to January 1st

7/20/23 Company W/D

Bidding/Jobs

- **14.11 (a) Bidding:** Move from 4 months to 6-month department and from 6 months to 12 month plant bid and restrict bidding to those **who have no strike on record** for past year:
“Any employee claiming a permanent job outside of their department **who does not have an absence or discipline strike on record during the last rolling calendar year from the time of putting in the bid** can only bid onto the plant bidding board once every ~~180~~ **365** days. ~~Any employee claiming a permanent job and within their department~~ can only bid onto the department bidding board once every ~~120~~ **180** days.”

7/14/23 Company W/D

- **Seniority Rule 7 - Disqualifications** – eliminate language retaining automatic department & plant bidding rights:
“The employee will be given the same bid rights they had at the time they were awarded the job in which they were disqualified. **placed on a job off of the unfilled list and will start their plant and department bid rights according to section 14.11 (a) effective the date of the disqualification.**”

7/14/23 Union TA

- The Company may have the flexibility for up to 10% additional plant production jobs to be **alternate shift** outside of M-F or T-S (in addition to what is already agreed upon for the shipping dept (Appendix E, VIII. Letter on Shipping work week agreement).

7/25/2023 Union declines, wage reduction

7/25/23 Company holds – need more clarity on what you mean by wage reduction

7/26/2023 Union provides clarity - workers will miss out on OT, leading to reduction in their take home wages

- **18.4 3/2/2 Flex Schedule:** Allow for up to an additional 24 - 3/2/2 jobs in maintenance department for a total of up to 80 - 3/2/2 jobs or explore other types of alternate shifts:
“To better align mechanical and electrical craftsmen with equipment availability, the Company shall utilize a rotating 12-hour 3/2/2 flex schedule **or other similar types of flexible schedules** where business needs dictate but not to exceed ~~56~~ **80** maintenance positions.”

7/14/23 – Union declined

7/20/23 - Company counters above language to “up to 8%” for first bullet and “up to 20” for the second bullet.

7/25/2023 Union declines, current 3/2/2 positions are not fully used

7/25/23 Company holds, currently have 54 of 56 that are established. Need flexibility over the next 4 years to add more due to increased internal and external demand for these flexible shifts.

7/26/2023 Union declines - based on company data above, current positions are not filled

Wages/Pay:

- **20.8 paycheck errors** – due to ability to see live timecard on ADP app, advise people to connect with their manager before Monday if they see an error:
“When an employee's paycheck is short by \$50.00 or more, the employee will be reimbursed ~~the same day,~~ **the next pay cycle, but not later than the day** after discovery of the shortage, provided the employee has scanned in/out of their department properly.”
- **Move from Thursday Payday to Friday Payday.**
- **20.13 and Appendix A: Eliminate Language on “Paychecks”** since employees have electronic access to daily clock hour information:
“**20.13** The Company agrees to provide daily clock hour information on weekly **electronic pay statements** ~~paychecks~~. The parties agree to a Friday pay date on any Holiday week.”
Appendix A Wage Classifications, Section II. Starting Rates: Delete the following:
“The Company will provide daily clock hour information on ~~paychecks~~ **electronic pay statements”**

7/14/23 Company W/D everything under “Wages/pay – above”

General Workers:

- 20.9 (d) Revise bonus language for general worker employees based on the wage on the day prior (for holidays and vacations) and instead give them pay based on what is listed in our HR system.
~~“When general work employees are absent from work because of a holiday, those employees shall be paid for the holiday at the rate they are on in the HR System of record received the day immediately preceding the holiday, or if excused on that day, the rate they received on the day immediately preceding the excused absence.”~~

- 20.9 (c) – delete from contract since no history of following this:
~~“When general work employees are absent from work because of vacation or paid disability, those employees shall be paid at the average of the rates they received during the twenty (20) working days immediately preceding the absence in question.”~~

7/14/23 Union counter: if all general workers are placed in bracket 4 after 90 days of employment, can agree to 20.9(c)

7/20/23 Company is still reviewing your counter proposals and are looking at some other ideas to consider.

7/25/23 - Counter **Package Proposal** where Company would be even more generous to unions counter proposal for general workers as proposed below, if Union agrees to Company Proposed 20.9 c. and d. language and new attendance control program and eliminate OT reduction exception for those with 1-3 points and instead follow the current OT reduction language in 5.2 (d) .

7/26/2023 Union declines package proposal. Union further clarifies that the current attendance policy already penalizes workers when sick since the company gives workers “points” for calling in sick, needing to go home when sick, etc. This leads to workers coming to work or staying at work when sick, which can lead to the spread of infection. Shared incidents of this.

Current Language

20.9 General Work Employees

- (a) The scale rate of the classifications of "General Work" shall be common labor.
- (b) As of November 16, 2015 general workers will earn class 4 pay after 6 months on that job, class 5 pay after 12 months on that job, and class 6 pay after 18 months on that job. All job owners as of November 16, 2015 received credit for time already spent on that job. If a general worker bids to the same department on a different shift, they shall retain their current classification.
- (c) When general work employees are absent from work because of vacation or paid disability, those employees shall be paid at the average of the rates they received during the twenty (20) working days immediately preceding the absence in question.
- (d) When general work employees are absent from work because of a holiday, those employees shall be paid for the holiday at the rate they received the day immediately preceding the holiday, or if excused on that day, the rate they received on the day immediately preceding the excused absence.

7/20/23 Proposed new language:

20.9 General Work Employees

(b) As of NEW CONTRACT RATIFICATION DATE general workers who have less than 1 year seniority (including probationary employees) will earn class 2 upon placement on the job, and a class 4 after 3 months, and the highest class in the department in which they own a job as soon as they are released to the job. All employees who have 1 year or more of seniority will automatically receive the highest class in the department in which they own a job as soon as they are released to the job. All job owners as of NEW CONTRACT RATIFICATION DATE receive credit for time already spent on that job.

~~20.9 (c) “When general work employees are absent from work because of vacation or paid disability, those employees shall be paid at the average of the rates they received during the twenty (20) working days immediately preceding the absence in question.”~~

20.9 (c) When general work employees are absent from work because of a **holiday, vacation or paid disability**, those employees shall be paid for the holiday at the rate they are on in the HR System of record. ~~received the day immediately preceding the holiday, or if excused on that day, the rate they received on the day immediately preceding the excused absence.”~~

AND

Attendance Control

- Take Appendix B – **Attendance Control Program out of the bargaining agreement.**
- **Appendix E, XIII. Memo of Agreement on Overtime Reduction 3/6/07 and 5.2(d):**
Eliminate the memo of agreement on “OT reduction exception for those with 3 absence points or less”. Follow the current 5.2 (d) language for all employees regardless of absence points: “Employees must actually work their full regular schedule, or be paid for time missed, or excused during the first five days in order to qualify for overtime pay on the sixth or seventh day.”

END OF Package Counter Proposal.....

Attendance Control

- Take Appendix B – **Attendance Control Program out of the bargaining agreement.** (Willing to talk through ideas on new separate absence and tardy program separate from non-absence related discipline progressive discipline) and eventually change up other language in contract that is affected by the change.

7/14/23 Union declined removal of attendance control program from CBA, open to reviewing employer's details for proposed program to separate attendance and non-attendance issues

7/25/23 Company-see counter proposal above

7/26/2023 Union declines package proposal.

- **Appendix E, XIII. Memo of Agreement on Overtime Reduction 3/6/07 and 5.2(d):**

Eliminate the memo of agreement on "OT reduction exception for those with 3 absence points or less". Follow this 5.2 (d) language for all employees regardless of absence points: *"Employees must actually work their full regular schedule, or be paid for time missed, or excused during the first five days in order to qualify for overtime pay on the sixth or seventh day."*

7/14/23 Union declined

7/20/23 Company still working through final attendance control proposal with the elimination of the overtime reduction exception.

7/25/23 Company-see counter proposal above

7/26/2023 Union declines package proposal.

Housekeeping issues:

Contract:

- Word search "Local 9" & replace with "Local 663" TA-Union 7-14-2023 8am
- Word search "Personnel Manager" and replace with "Human Resources Manager" TA-Union 7-14-2023 8am
- Word search "craftsman" and replace with "craftsperson". TA-Union 7-14-2023 8am
- Update the word "gang" to "team or department" (contract and seniority). TA-Union 7-14-2023 8am
- Update Table of Contents after negotiations to fit changes TA-Union 7-14-2023 8am
- Update to correct dates on front and inside of CBA and Seniority Rules and Article XXIII – Termination. TA-Union 7-14-2023 8am
- 6.1-classifications – replace 4 maintenance classes to 9 classes. TA-Union 7-14-2023 8am
- 10.9 special leave (delete section b – not sure why it was in the contract but not used).
Union wants clarity: the reason for the employer's proposal?

7/20/23 Company Response – Union & Company don't use this language – instead we have a "leave of absence" form where employees who have unique circumstances (example: to go back to their home country which takes extra travel time) request additional excused unpaid time off in addition to their allotted vacation.

7/25/2023 Union declines, the leaves are being used

7/25/23 Company withdraws

- 11.1 Grievance Procedure – change language from "Superintendent" to "Department Head" TA-Union 7-14-2023 8am
- 14.3 (i) discuss 4 types of bid language (Perm, temp, temp vac, temp helper).
Union wants clarity: details of the discussion the employer is asking for?

7/20/23 – Company Withdraws

- P.34 postings of jobs 1 – 5 types vs 4 types of SWP
Union wants clarity: what does this mean?

7/20/23 – Company Withdraws

- P.42 – interplant transfer – delete Fremont TA-Union 7-14-2023 8am
- 17.4 replace "product control" with "product control clerk" CBA already says "product control clerk"

7/20/23 – Company Withdraws

- P. 59 – Skinner job class 4 – delete – now a class 6. TA-Union 7-14-2023 8am
- Appendix C Work Standards – outdated as it references 1950 work standards – delete.

7/25/2023 Union declines, wants clarity on what are the work standards?

7/25/23 Company Withdraws

- Appendix F, IVB - Meal ticket – Modify language from current language stating "second meal time" to "1 additional meal time" Currently managers are easily confused by similar language in Etime and misapply.

7/25/2023 Union declines, wants clarity re: what is confusing about current CBA language?

7/25/2024 Withdraws

➤ 10.2 Funeral pay – Times need to be adjusted for alternative schedules or specify with in alternative work rules section. Modify “8 hours” to max of 3 day working days to reflect what is being done. [TA-Union 7-14-2023 8am](#)

➤ Change Appendix A, 2 A to reflect the November 2023 Memo of Agreement eliminating the initial starting rate progression.
[Union needs additional time to review Memo of Agreement](#)

[7/25/2023 Union TA change to Appendix A, II, A - incorporate Nov 29, 2021 MOA into the body of the CBA](#)

[7/25/2023 Company Counters with eliminating Appendix A, II Starting rates, A.: Delete A and update B, C, D to A, B, C. In addition, add the date of the Memo of Agreement to Appendix E “Letters of Understanding & Other Agreements”](#)

[7/26/2023 Union TA](#)

Seniority Rule Book:

➤ Change all “capable” to “qualified”.

[Union wants clarity: what does “capable” vs “qualified” mean to the employer?](#)

[7/20/23 – Company Withdraws](#)

➤ Work together to go through entire seniority booklet to make language more understandable for new managers and floor stewards with more up to date examples. For example:

- Rule 20 Multiple Unit Definitions – clean up language around parenthesis with better examples that are used today verses the Bacon Slice Line examples.

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[Union willing to review the booklet jointly to make it more understandable for managers and workers. Which sections are difficult to understand?](#)

[7/25/2023 Company Withdraws](#)

[7/20/23 Company response: update this language below since not applicable anymore.](#)

[7/25/2023 Union can TA removal of strikethrough language below \(in green\) as it is no longer applicable](#)

RULE 20 MULTIPLE UNIT DEFINITION

(a) A multiple unit is a job which requires the service of more than one employee. Jobs with the same titles and same classification constitute a multiple unit. Jobs that are designated for rotation (R) do not constitute a multiple unit. ~~In terms of multiple unit titles, everything outside the parenthesis designates the job title, whereas everything inside the parenthesis designates the spot with the multiple unit. This “spot” will be the spot the employee owns within the multiple unit.~~ FOR EXAMPLE ONLY:

~~Ex. 1 Two similar jobs in the same multiple unit, but different spots:~~

~~Pickup Primary (North Line)~~

~~Pickup Primary (South Line)~~

~~GP Weld. Mechanic (SPAM 1st)~~

~~GP Weld. Mechanic (Canned Ham 1st)~~

~~Ex. 2 Two similar jobs, but in different multiple units within the same dept:~~

~~Pickup Primary North Line~~

~~Pickup Primary South Line~~

~~GP Weld. Mechanic Spam (1st)~~

~~GP Weld. Mechanic Canned Ham (1st)~~

(b) Within the multiple unit, each employee may "own" a specific stall, spot, or job.

(c) In the case of day-by-day vacancies or buildup, a general worker will be assigned to the specific spot that is open (whether the spot is designated or not) without allowing the other general workers or job owners within the multiple unit to switch their positions.

(d) When a job owner returns to their specific spot (whether designated or not) in a multiple unit, the general labor person on that spot must leave the multiple unit and cannot bump any other general labor person in the multiple unit.

(e) When building up a multiple unit on a daily basis over and above the authorized gang size, those employees who own spots within the multiple unit will stay on their own spot. The newly "created" spots will be filled by general workers.

(f) Permanent or Temporary reductions by letter are by seniority within all multiple units (and not by spot).

(g) When an opening occurs in a multiple unit that particular job or spot opening is posted to the department as a regular department posting and there cannot be any stepping up or switching of multiple unit spots or positions. Any multiple unit member that wishes to change spots or positions must do so by using the bidding procedure.

(h) Multiple unit job reductions on 6th or 7th days will be done by seniority.