

INITIAL COMPANY PROPOSALS  
QUALITY PORK PROCESSORS, INC.  
AND  
UFCW LOCAL 663

4. Article 17: Seniority

Section 5, subpart (f): Delete "six (6) continuous months" and replace with "three (3) consecutive months".

5. Article 17: Seniority

Strike subpart 3(a).

**Redline:**

**ARTICLE 17  
SENIORITY**

Seniority will govern in cases of promotions, demotions, transfers, new jobs, layoffs, recalls, reclassification, and in all cases of increases or decreases of the work forces. The most senior employees shall be given first choice and the least senior shall be forced. The employee's qualifications to do the job or learn the job will be taken into consideration. The procedures for specific seniority application is outlined in subsequent Sections of the Article.

Section 1. Seniority Status. An employee shall not acquire any seniority rights until he/she has completed sixty (60) working days during which time he/she shall be considered a probationary employee. The period of time in which an employee is assigned to alternate or rehab jobs shall not count towards the completion of the probationary period. Employees shall be notified in writing informing of the start and completion of time spent on alternate or rehab duty listing the number of days that do not count towards the completion of the probationary period. It is understood that the Company may at its sole discretion discipline or terminate a probationary employee. Once an employee has successfully completed his/her probationary period, the seniority date will be the date of hire. If more than one employee is hired on any one given day, those employees will have their seniority established by the last four digits of their social security number, highest first and on down in sequence.

Section 2. Departments. The plant shall be divided into departments. In the case of future expansion or major changes in operations, the Company may establish new departments or modify existing departments.

Section 3. Job Posting.

~~(a) — All employees will be assigned a job by the end of their probationary period.~~

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- ~~(b)~~(a) When permanent job openings occur in a department, they shall be posted simultaneously in the department and throughout the plant for at least 48 hours.
- ~~(e)~~(b) The most senior employee in the department that bids for the job will receive a reasonable amount of time to learn the job.
- ~~(d)~~(c) If no employee in the department bids, and there is a qualified general worker in the department, such employee will be assigned the job after a conference between the Human Resource Director and the Union Business Representative.
- ~~(e)~~(d) The most senior employee in the plant that bids for the job will receive a reasonable amount of time to learn the job.
- ~~(f)~~(e) Unclaimed jobs on the plant board will be filled by assignment or by newly hired employees. If the Company temporarily chooses not to fill unfilled jobs with newly hired employees, the jobs shall be filled on a day to day basis by general workers.
- ~~(g)~~(f) All bidding must be done by the employee actually doing the bidding and all required information must be filled in on the bid form, such as, Department, Name, Employee ID Number and must be signed.
- ~~(h)~~(g) Employees absent from work may bid by calling in or by an absentee bid card. Employees may call the Personnel Office to bid. They must state name, department and employee ID number. Absentee bid forms must be obtained by the Personnel Office or from the Business Representative, Unit Chairman or a steward. Employees bidding by absentee bidding must be able to report to the new job within sixty (60) calendar days.
- ~~(i)~~(h) The successful bidder receives the higher rate between the old/new job for holidays and vacation days that occur before the employee is moved.
- ~~(j)~~(i) Once a job is awarded, the bidder's job will be posted.
- ~~(k)~~(j) An employee may cancel a bid within five (5) days of its being awarded, but then cannot bid again for three (3) months and moves back to their old job.
- ~~(l)~~(k) If the employee with the department bid is not moved by the end of the fifth week, the Company will pay the higher of the old/new job and guarantee that the employee will be moved no later than the start of the ninth week.
- ~~(m)~~(l) The Company will employ at least twenty-seven (27) Department Specialists. Once the Department Specialists qualify on the highest job in their area they shall receive the grade for that job. Once they qualify on all the jobs in their area, they shall receive one grade above the highest job grade in their area. Department Specialist (D.S.) jobs owners will receive full D.S. pay after 90 days from being awarded the job.

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~~(n)~~(m) Employees can bid on a plant job once in any one hundred eighty (180) day calendar day period and on a department job once in any ninety (90) calendar day period. Employees can always bid up to Grade 4 or higher.

~~(n)~~(n) If a job is in operation for sixty (60) calendar days, the job becomes permanent and will be posted to the department.

~~(n)~~(o) Employees who own Accelerated pay jobs that bid on a Grade 3 or higher job will maintain the accelerated rate until moved to new job, at which time the progression rate will apply.

Section 4. Qualification. Employees bidding to new or vacant jobs will be given fair and impartial instruction as to the duties of the job to which they bid and an opportunity to prove their abilities through job performance. If an employee within ten (10) full working days shows insufficient aptitude or is incapable of learning the job, the employee can be disqualified from that job and may claim or will be forced on any unfilled job in the department that has gone through the bidding cycle. Employees who bid into a new department and are disqualified from the new job will return to the department from which they bid if there are no unfulfilled department jobs which the employee may claim or be forced on.

- (a) Employees who have not fully qualified may be used on jobs to the extent of their capability.
- (b) Once an employee has been deemed to be qualified, their seniority will be considered equally along with other qualified employees. Degree of capability on a job shall not supersede seniority by supervision when jobs need to be filled.

Section 5. Job Ownership. Each employee shall own a specific job with an appropriate job title or own a general work job. General work jobs are for the purpose of filling in for vacancies. Openings are filled by general workers by seniority and capability.

- (a) If the employee's job is in operation, the employee must work on it, unless:
  - (1) They are the least senior capable employee available to perform another job for which there is no replacement, or
  - (2) The Company has chosen to temporarily discontinue their bid job.
- (b) If the employee's job is in operation in an overtime situation, they must work on it. However, if an employee wishes not to work overtime, the employee may request supervision to offer the overtime to volunteers. Volunteers shall be taken first within the Department, if no volunteers are available within the Department, volunteers may be taken from the Plant. Capability and seniority will determine who shall be allowed the overtime. If no one volunteers for the overtime, the job owner must work the overtime.
- (c) For Saturday work, if the employee's job is in operation the employee must work on it. However, volunteers may be allowed to work on a scheduled employee's job if this

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employee would prefer not to work. Volunteers shall be taken first within the Department, if no volunteers are available within the Department, volunteers may be taken from the Plant. Capability and seniority will determine who shall be allowed the Saturday work. Supervision will post for volunteers for Saturday work before the end of the shift on Friday. Employees shall be notified before the end of their shift as to their work status for the Saturday. If no one volunteers for Saturday work, the job owner must work the Saturday work.

- (d) When a job owner is replaced on Friday (other than for vacation) by a general worker and supervision informs the job owner that their job is working Saturday, the job owner must work Saturday or have their job offered for a volunteer. The general worker cannot claim the job for Saturday.
- (e) Employees may be removed from their permanent jobs and reassigned to unfilled jobs or open jobs if there are no capable general worker employees available. When a general worker is not capable of filling the open work, but is capable of replacing more than one job owner, the job owner who will fill this open work will be by seniority. When a permanent job owner is moved off their job for more than 4 hours and their job is backfilled (e.g., does not apply when a job is discontinued), the job owner will receive \$.50 per hour for the day. This will not apply to General workers. `
- (f) Employees who are off the active payroll for at least three (3) consecutive months ~~six (6) continuous months~~ shall be removed from their permanent job and become a general worker. (However, in special circumstances the time may be extended).

Section 6. General Work. Departments shall carry sufficient employees designated as general work employees. General work jobs will be posted in the same manner as all other jobs. Job holders whose jobs are discontinued on a day-to-day basis will become general workers. General workers when filling jobs assume all rights to the job the same as bid job holders.

- (a) General work jobs will be posted as Base and employees will be paid the grade of the job performed in the same manner as if they were the job holder, i.e., if the general worker is qualified, they shall be paid the rate of the job.
- (b) It is understood the Company may temporarily assign general workers to jobs in order to start the workday. Open jobs shall be filled by seniority and capability of the general workers.
- (c) Once a general worker is assigned to a job, the employee will own that job for the week unless supervision needs to move them or the general worker breaks their time by vacation, sick, dock, etc. This employee cannot be bumped, nor can they bump another general worker. General workers are normally assigned by the week.
- (d) If a general worker is part of a multiple unit and a reduction takes place and the reduced employees are to be reassigned, the general workers are reduced first.

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- (e) The only exception to the above rules is an initial claimed job - If a general worker is assigned a job, and is later forced off their claimed job by the Company, the general worker must return to their claimed job as soon as the opportunity arises or at the beginning of the following day, whichever is convenient to supervision.
- (f) If a general worker breaks their day by vacation, dock, leaving early, etc., before their claimed job is finished and is replaced, they will lose their rights to that job.
- (g) Employees may be removed from their permanent jobs and reassigned to unfilled jobs or open jobs if there are no capable general worker employees available. When a general worker is not capable of filling the open work, but is capable of replacing more than one job owner, the job owner who will fill this open work will be by seniority.

Section 7. Transferred Work. When the Company transfers work from one department to another department, the employee whose work has been transferred, may follow his/her work, replace the youngest in seniority in the department or claim any unfulfilled job in the department.

Section 8. Job Combination. When the Company combines two or more jobs in any department, the oldest employee in seniority whose job is being combined may claim the job, or the youngest in seniority whose job is being combined must accept it. Percentage of work will not be a factor.

Section 9. Gang Reduction. Employees whose jobs are discontinued in the department may replace the most junior employees in the department, claim any unfilled jobs that have gone through the department bidding cycle.

Section 10. Layoff. Thereafter, layoff shall be based on seniority. Employees whose jobs are affected by the layoff may displace the most junior employees in the plant, excluding Mechanical Department employees, provided they are qualified to perform the job or learn it within a reasonable amount of time.

Section 11. Recall to Discontinued Job. Employees whose jobs have been discontinued will have recall to their jobs for twelve (12) months. Employees will be recalled to their original department in accordance with their seniority and will not have the right to remain on the job within their department onto which they displace temporarily. Employees refusing recall will lose all rights to the job.

Section 12. Multiple Unit. A Multiple Unit is defined as a job which requires the services of more than one employee. Whenever a reduction in a multiple unit takes place, the employees with the least seniority shall be reduced unless the oldest member in seniority of the multiple unit chooses to leave, except that general workers will be reduced before job owners. In cases of multiple unit jobs displaced, the jobs will be filled in accordance with the employees' seniority, oldest may, youngest must.

Section 13. Recall from Layoff. Employees who have been laid off shall have recall rights for twelve (12) months. On the day of layoff, employees shall furnish their name and address to the *The Company reserves the right to add, delete, amend, alter, or otherwise change its proposals during the course of negotiations. The Company also reserves the right to make counterproposals to union non-economic and economic proposals.*

Plant Personnel Office. While on layoff, employees shall notify the Plant Personnel Office of any changes in name or address. All notices shall be deemed to be given to the employee when sent Registered Mail to his/her last address furnished to the Employer by the employee. Employees shall be recalled in order of their seniority providing they are able to perform the available work or learn it in a reasonable amount of time. Capable employees refusing recall shall forfeit their seniority rights and have no further rights of recall.

Section 14. Seniority Lists. Seniority lists shall be maintained by the Company and posted every three months. A copy shall be furnished to the Union.

Section 15. Loss of Seniority. An employee shall lose his/her seniority and employment rights for the following reasons:

- (a) Voluntary quit;
- (b) Discharge for cause;
- (c) Failure to return to work from a leave of absence or when recalled from layoff;
- (d) Have been on layoff for a period of twelve (12) months or longer;
- (e) Absence for three (3) consecutive working days without notification;
- (f) Absence due to health reasons for twelve (12) months or longer (except workers' compensation injury/illnesses), however, by mutual agreement, these employees may have their seniority extended;
- (g) Employees recalled from layoff will have five (5) working days to return to work after being notified by registered letter or telegram sent to their last known address. Employees failing to report to work within five (5) working days or the date the registered letter or telegram is received will lose their employment rights. However, employees may have the time extended by mutual agreement of the Company and the Union;
- (h) Employees who are promoted to non-bargaining unit jobs are provided a six (6) month period in which to return to the bargaining unit without loss in seniority.

Section 16. Mechanical. Because of the unique operation of the Mechanical Department, the Union recognizes the need to fashion different rules or modify existing rules to insure the proper operation of the Mechanical Department. Employees who have reached the third level progression rate will be eligible to bid on openings in the Mechanical Department.

Section 17. Light Duty/Alternate Duty Program. The Company and the Union recognize the need for a program to cover employees who have become partially disabled and are unable to perform the duties of their own job. Necessary jobs shall be designated as Light Duty/Alternate Duty not to exceed fifteen (15) percent of the existing workforce. Such jobs shall remain outside of the jurisdiction of the seniority system.

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- (a) Bid jobs utilized for rehabilitation purposes must become vacant through the bidding process, i.e., jobs that remain vacant following being posted in department and plant may be claimed by the Light Duty/Alternate Duty Program. Additionally, jobs may be claimed by the Light Duty/Alternate Duty Program that have a permanent job holder. In that event, the job holder may remain on the job as long as the employee chooses, however, if the employee vacates the job, the job then becomes a Light Duty/Alternate Duty job.
- (b) When employees with work related injuries are not available to fill Light Duty/Alternate Duty jobs, they may be filled on a day-to-day basis. The jobs will remain Light Duty/Alternate Duty jobs and will be filled as the need arises.
- (c) An employee on Light Duty/Alternate Duty job loses all rights to claim their permanent job after the employee has been on a Light Duty/Alternate Duty job a total of sixty (60) working days within a one-year period and loses his/her regular pay rate after being on Light Duty/Alternate Duty for thirty (30) calendar days. In special circumstances, the time may be extended to protect the employee's permanent job but not their permanent rate.

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