

Hormel Austin Plant Company 2023 Negotiations List to share with Local 663 UFCW Union on July 11, 2023

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

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

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.”*
- **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.”
- 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).
- **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.”*

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**”*

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.~~”

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.
- **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.**”*

Housekeeping issues:

Contract:

- Word search “Local 9” & replace with “Local 663”
- Word search “Personnel Manager” and replace with “Human Resources Manager”
- Word search “craftsman” and replace with “craftsperson”.
- Update the word “gang” to “team or department” (contract and seniority).
- Update Table of Contents after negotiations to fit changes
- Update to correct dates on front and inside of CBA and Seniority Rules and Article XXIII – Termination.
- 6.1-classifications – replace 4 maintenance classes to 9 classes.
- 10.9 special leave (delete section b – not sure why it was in the contract but not used).
- 11.1 Grievance Procedure – change language from “Superintendent” to “Department Head”
- 14.3 (i) discuss 4 types of bid language (Perm, temp, temp vac, temp helper).
- P.34 postings of jobs 1 – 5 types vs 4 types of SWP
- P.42 – interplant transfer – delete Fremont
- 17.4 replace “product control” with “product control clerk”
- P. 59 – Skinner job class 4 – delete – now a class 6.
- Appendix C Work Standards – outdated as it references 1950 work standards – delete.
- 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.
- 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.
- Change Appendix A, 2 A to reflect the November 2023 Memo of Agreement eliminating the initial starting rate progression.

Seniority Rule Book:

- Change all “capable” to “qualified”.
- 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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