

8/28/23 (4:30 PM) Company Response to Union Proposals:

Contract proposals

7.4 Safety shoes

- Edit Austin Plant Boot Policy - increase allowance for boots to \$200, add more options for where to purchase, include both leather and rubber options for general workers

7/20/23 4:30 PM Company needs additional time to review.

7/25/23 3:30 PM Company will consider increased allowance in the boot policy which is not part of the contract.

7/26/2023 12pm Union needs clarity: when was the last time boot allowance was increased? What is the date by which the company will finish comparing costs and update policy?

7/27/2023 2pm Union Holds on increase to \$200 and proposes adding boot policy to the CBA so all parties have clarity. Last increase to \$145 was in 2019. Company said 50% spend at or under \$145 which means 50% are spending more. Average cost of good quality leather boots running over \$200 and need additional options for where to purchase, especially for 2nd and 3rd shift members. Union understands Company policy for replacement - will send all members to Safety Director (Chrissy) for boot vouchers when boots wear out and to follow up with HR (Dalila and Nancy) if denied.

8/16/2023 11am Union holds

8/28/23 – Part of Company package proposal

7.6 Clothing

- Add: The employer will provide an annual allowance of \$200 for employees to purchase jackets, sweatshirts, thermal socks or regular shoes if boots are not provided.

7/20/23 4:30 PM Company needs additional time to review.

7/25/23 3:30 PM Company Declines. Will follow up on case by case concerns.

7/26/2023 12pm Union will follow up with members re: their experience

7/27/2023 2pm Union withdraws - Union understands Company policy for replacement - will send all members to Safety Director (Chrissy) for replacements and to follow up with HR (Dalila and Nancy) if denied.

9.5 No Carry-over, no work

Edit (a) - allow 1 week rollover or to be paid out on vacation time

7/20/23 4:30 PM Company declines. We believe that it's important for people to utilize allotted time for rest.

7/25/2023 Union counter - Add: If the employer asks an employee to postpone vacation, the employee will be allowed to carry-over or be paid out for that time.

7/25/23 3:30 PM Company declines.

7/26/2023 12pm Union holds - if workers are extra diligent to help the company they should not be penalized

7/27/2023 2pm Union withdraws - Union understands Company policy is that Supervisors should not ask workers to stay or postpone and that workers should say no if asked. Union will let all members know they should say no to all requests.

8/16/2023 @ 11am Union package proposal:

Willing to withdraw 20.12 Safety Committee if employer accepts

Union proposals on 10.6 Union Leave, 20.4 Chief Steward, New 20.15 Union Assistance Center

10.6 Union Leave –

UFCW Local 663 Local Negotiations Proposals to the Employer
Hormel Foods in Austin, MN - Aug 16, 2023 @ 11am

- Edit (a) - increase Union leave to 10 employees eligible

7/20/23 4 PM Company Declines as 10.6 (a) addresses long term leaves greater than 30 days and 10.6 (b) and (c) already allow for 10 days with some additional leeway consistent with the proper operation of the business.

7/25/2023 Union counter - Edit 10.6(b) Leaves of absence for employees ~~duly elected delegates to union conventions~~ shall be granted for a total of ten (10) days per year, and to no more than 30 (thirty) employees ~~ten (10) delegates~~ at any one time. Seven (7) days notice shall be given the Company prior to granting of ~~convention~~ leaves.

7/25/23 Company Agrees to change language from “Delegates” to “Employees” but keeping at 10 days per year and 10 at any one time.

7/26/2023 12pm Union holds

7/27/2023 2pm Union holds

8/16/2023 @ 11am Union package proposal

8/28/23 - Part of Company package proposal:

10.6 (a) Company is not willing to agree to change language from 5 to 10.

10.6 (b) Company counters with updated language as follows: “Leaves of absence for employees ~~duly elected delegates to union conventions~~ shall be granted for a total of ten (10) days per year, and to no more than ~~30 (thirty)~~ 15 (fifteen) employees ~~ten (10) delegates~~ at any one time and no more than one employee per department. Seven (7) days notice shall be given the Company prior to granting of ~~convention~~ leaves.”

20.4 Chief Steward

- Edit (a)
 - 3 full-time paid Chief Stewards, one per shift

8/28/23: Company is not interested in adding another Chief Steward for the following reasons: 3rd shift is the smallest shift, employees have access to the full time Chief Stewards prior to and at the end of their work shifts, and they are able to utilize floor stewards when needed.

Employer shall pay for 50 hours per week per Chief Steward

8/28/23: Company is willing to counter with agreeing to pay up to 45 hours per week per Chief Steward.

7/20/23 4:30 PM Company Declines as we feel two stewards can already be available to all 3 shifts.

7/25/2023 Union holds, operations/production on 3rd shift has increased over the years

7/27/2023 2pm Union holds

8/16/2023 @ 11am Union package proposal

8/28/23 - Part of Company package proposal (see above).

20.12 Safety Committee - Add the following:

- Work orders to be reviewed monthly with safety committee and quarterly with IE Manager, Mechanical Superintendent, Union representatives, Worker chairs of Safety Committee
- Ergonomic and safety assessments monthly as part of Safety Committee meetings. Departments will be chosen at random. The number of departments visited shall depend on the joint number of committee members present.
- Safety issues brought up by workers to the Safety Committee shall be resolved within 7 calendar days.
- Safety committee members shall be released from work to attend.- **TA 7/20/2023**

7/20/23 Company agrees to add 4th bullet point above (Safety committee members shall be released from work to attend.) but declines the first 3 bullets. While we feel some of these are

good ideas, we feel this added language is unnecessary since the Joint Union and Company Safety Committee already has this ability with the following language in the contract to discuss these suggestions for continuous improvement:

20.12 Safety Committee

There currently exists a Safety Committee in the plant composed of equal membership from the Union and the Company plus the Director of Plant Safety. This committee shall continue in effect and continue to extend its efforts towards making the plant a safe place in which to work.

The Committee shall meet at specified times for the purpose of addressing all subjects necessary to ensure the safety of the plant and the workers. The size of the Safety Committee, the rotation of the committee members, the frequency of meetings, the type of safety programs instituted, the type of safety audits to be made, and all other pertinent subjects shall be addressed by the Joint Safety Committee.

7/25/2023 Union needs clarification on accountability - work orders and safety issues are brought up, but are not completed in a timely manner.

7/27/2023 2pm Union holds - Company said will work through an example to identify and close the gaps that exist using GP Tray Press. Union would like to see concrete solutions.

8/16/2023 @ 11am Union package proposal

Would like to walk through some additional examples: Hoyer, Fremont line (cryovac) has no safety pull line, which additional do your IE's want to walk us through?

8/28/23 - Part of Company package proposal

New 20.14 Union Bulletin Boards

- The employer will provide locked bulletin boards, at least 4'x4', for the Union to post information. These boards will be located at least: GP, mid-loft, shipping, rendering, cafeterias, annex and south entrance hallway

7/20/23: Company Counters with providing up to 3 more in shipping, rendering and the annex.

7/25/2023 Union counter: agree on shipping, rendering, and annex - propose including mid-loft as well, need larger boards of at least 4'x4'

7/27/2023 2pm Union TA to last verbal company proposal on 7/26/2023 of adding at least 4'x4' boards in shipping, rendering, and annex and a smaller board in mid-loft

New 20.15 Union Assistance Center

- The employer will provide office and hallway space in the south entrance area to the Union to assist and educate its members. **The Company is willing to share the south entrance office that our current workforce wellness coordinator is utilizing as well as the hallway area near that office. The Workforce Wellness Coordinator currently uses it 1 day per week but at times might need it on a second day, which could be communicated to the union in advance. The Company will need the hallway space from time to time for events or educational help such as open enrollment, Spirit Week, People Safety Week, Food Safety Week, etc. In addition, other than the 2 full time paid chief stewards, any additional union personnel who utilize the office and hallway space shall follow the normal security process by notifying the company of dates and times they will be utilizing the office space, check in at the front desk with the guards and follow required visitor protocol. These additional union personnel will not be allowed to go into the plant production areas or other areas without permission from the HR Manager.**

8/28/23

7/20/23: Company declines as we feel we have plenty of extra private conference rooms or cafeterias available to utilize when the union needs more privacy outside of conversing with employees on the production floor.

7/25/2023 Union holds

7/27/2023 2pm Union holds

8/16/2023 @ 11am Union package proposal

8/28/23 – Part of Company package proposal (see counter above)

Seniority Rules, Rule 1 Job Posting/Job Bidding

- Edit (a) to include job postings locations at least: GP, mid-loft, shipping, rendering, cafeterias, annex and south entrance hallway

7/20/23: Company counters with outside HR Office, outside main cafeteria, and near the south storeroom, and shipping, rendering and the annex.

7/25/2023 Union TA

Seniority Rules, Rule 2 Job Bidding Seniority

- Edit (a) to include: Plantwide seniority posting monthly by department.

7/20/23 Company counters with Edit (a) to include: seniority lists, sorted by department, will be electronically sent to the union monthly.

7/25/2023 Union TA

Seniority Rules, Rule 17 Open Work

- Edit to read: Management will post open work so employees may bid by department first before opening up to other departments.

7/20/23 4:30 PM Company needs additional time to review.

7/27/2023 2pm Union agrees to Company verbal TA on 7/27/2023 - Judy, Dan, Terry and Tim will draft language

8/16/2023 TA language below drafted by Judy, Dan, Terry, Tim for RULE 17 OPEN WORK

1. Open work will first be offered to the line that the rework occurred, if that line is not in operation and rework is within their floor space.
2. Secondly, Rework will be offered to the department where the rework is staged. That Department has rights and responsibility to the rework.
3. If supervision cannot fill within the Department, it will be posted to the plant
4. If supervision cannot fill from the plant, the department will force employees. Ex: 10 employees are required to work weekend to do said rework and 6 volunteer, 4 will be forced within that department
5. Eliminate Rule 8 (c)
6. Eliminate language in Rule 17 and replace with the top 4 bullet points.

Continued discussion with Hormel, Union reserves right to make proposals after clarification or information is received

- What is the practice for notice to workers for clock out / job end time?
- Employer will email jobs book to Union as Excel sheets
- Harassment + Yelling, confrontational behavior or using inappropriate language by supervisors
- Speeding up the line and/or doing bargaining unit work
- Rest periods: practice is that set up is not counted against break, extra time provided for travel time, Employer provides coverage/float to relieve workers to use bathroom, will schedule to allow break before setup for production so not working 5-6 hours before being able to take a break
- Medical (Medcor): translation services, round the clock coverage needed
- Trainings in multiple languages to include:
 - Preventative trainings and stretches / exercises for all employees
 - Safety operating protocols (SOP) training and postings

UFCW Local 663 Local Negotiations Proposals to the Employer
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- In person training in multiple languages with at least 30 days advance notice to sign up so there is time to ensure trainer in necessary languages
- Allow sufficient time (not at end of shift) for trainings
- Have a trainer, not supervisor, administer the training and do not provide answers to the workers

- Locker rooms and Bathrooms:
 - Fix the toilets
 - Clean and sanitize locker rooms and bathrooms more thoroughly
 - More microwaves in break areas
 - Stagger breaks so there are less departments on break at the same time or create more/larger break areas so it less crowded
 - Improve quality of the food options / vendor
 - Need adequate locker space to store employee belongings

- Brackets - Need clarification - what are the criteria for job designation of brackets?
8/16/2023 11am Union making verbal info request again for guidelines/criteria used by Hormel to determine placement of jobs in brackets
8/28/23 - Company shared requested information with union negotiating committee on 8/17/23.
 - All forklift, regardless of height - bracket 3, 4, 5 to bracket 6
 - SPAM batching - bracket 3 to bracket 5
 - QC - bracket 3 to bracket 4 (all using computers now)
 - HACCP responsibilities - bracket 3 to bracket 5
 - Sanitation - bracket 2 to bracket 4
 - Shipping market loop - bracket 3 to bracket 5

- Pay Differentials
8/16/2023 11am Union asks: employer mentioned at Local negotiations previously willingness to discuss this topic for some, which are the differentials that you are willing to consider?
 - Training differential, \$1 an hour for designated bargaining unit trainers **8/28/23 - Company is not interested.**
 - 2nd shift - \$2 and 3rd shift - \$3 **8/28/23 - Union moved to national negotiations list**
 - When pulled off the job to fill another because qualified for multiple jobs - higher bracket rate + \$2 **8/28/23 - Union moved to national negotiations list**
 - Extra time for shower / clean up time (i.e. rendering) **8/28/23 - Company is not interested.**

Economic issues to be discussed at national negotiations

- Wages
- Health insurance / Clinic
- Pension
- Pay equity - acknowledge employees years of service and loyalty to Hormel
- Vacation and holidays (or personal days)
- Union amend proposal: Paid quarantine time to bridge qualification for short term disability (earlier proposal 3 weeks)

The Union reserves the right to add, delete, amend, alter or otherwise change its proposals during the course of negotiations. The Union also reserves the right to make counter proposals to the employer's proposals.

8/15/23: Current Program in CBA with proposed changes highlighted in red.

8/16/2023 @ 11am Union declines employer's proposal - this is 1) worse for our members and 2) the new MN earned sick and safe time law effective Jan 1, 2024 will impact all employers' attendance programs. We do not believe this company proposal re: attendance will meet the company's stated goals of retaining workers.

8/17/2023 @ 3:30 PM Company Draft of updated proposal. Changes from 8/16/2023 proposal would be to drop the partial day absence of ½ point. In addition, attendance reduction would be every 2 months instead of every 3 months (still working on real life examples of employee points comparing current attendance control system to our new proposal). Would also agree to eliminate the language on unexcused absences lasting for 2 years (instead would be in effect for one year).

8/28/23 Company Updated Attendance Control Program proposal after holding more discussion with negotiating committee on 8/22/23:

* With New Attendance Control Program, all team members' point level would be re-set to zero.

* Would agree to separate Non-Attendance Control Program discipline from Other Work Rule Discipline (tardy discipline stays in the work rules and also considered as non-attendance control program discipline)

* Would agree to eliminate language regarding attendance year being extended by the number of days off on layoff/LOA.

* Would agree to eliminate language regarding termination of employment if team member reaches 2nd, 2nd absence strike within 1 year time period.

APPENDIX B

ATTENDANCE CONTROL PROGRAM

I. POLICY STATEMENT

In addition to Article 12.2 of the Working Agreement, the following program is being established to provide an additional practice for controlling chronic absenteeism.

II. RECORD MAINTENANCE

The Company will maintain individual records as to the number and reasons for absences accumulated by each employee.

III. ATTENDANCE YEAR

An employee's attendance year will begin with the first occurrence of a chargeable absence and shall end twelve months later. Once the attendance year starting date has expired, the new attendance year begins with the date of the next chargeable absence. The next chargeable absence will be that chargeable occurrence that came immediately following the original chargeable occurrence which started the attendance year. **An employee's attendance year will be extended for the exact number of days that an employee may be off on a layoff or leave of absence during any given time. Updated 8/28/23**

IV. ABSENCE OCCURRENCE

Any absence occurrence (1 point) will be charged if an employee is absent for one scheduled working day.

Partial Day Absences where employee works less than a full shift are one-half (1/2) point. Updated 8/17/23

Each single unexcused absence is three (3) points.

If an employee is absent for more than one consecutive working day due to the same illness or injury only one absence occurrence will be charged provided verified proof is presented (that is doctor's written statement, etc.) within seven (7) days of the beginning of the absence. Consecutive absences of more than one day that are unverified by a doctor's written statement within seven (7) days of the beginning of the absence will be considered as an absence occurrence for each day of the absence. Unverified absences are those in which the employee failed to furnish medical proof.

Every employee will be required to notify the Company at least one-half hour before the start of their shift on the first day of their absence and to indicate the reason for the absence, and if under doctor's care, the name and address of the doctor. This also applies if the doctor's care begins after the first day or if a change of doctors should occur. Failure to supply the Company with any of this information can be cause for an absence occurrence to be charged for each day of the absence regardless of the status concerning eligibility for disability pay.

V. EXCEPTIONS

A. Absences for any of the following reasons shall not be considered as an absence occurrence.

1. Injury on the job where the absence is authorized by an attending physician.
2. Vacation.
3. Holidays.
4. Company authorized leaves.
5. Any absence for which the employee was eligible and received payment under the rules governing the disability pay plan or absences involving hospital confinement will not be charged on attendance occurrence for the first such absence per attendance year. All other such absences will be charged one (1) absence occurrence regardless of eligibility for disability pay.
6. Official union business authorized in advance by the Company.
7. A summons to appear in court due to no fault of the employee.

8. Employees reporting to work without starting work who request to be excused and are granted will not be assessed an absence occurrence.
9. Employees reporting to work, who begin working, who request to be excused and are granted will not be assessed an absence occurrence.

VI. ATTENDANCE OCCURRENCE REDUCTION POLICY

~~Employees who work two (2) consecutive months without any absence occurrences will have their most recent absence occurrence removed. Employees who work another three (3) months, for a total of five (5) consecutive months, without any absence occurrences will have an additional two (2) most recent absence occurrences removed. Employees who work a total of seven (7) consecutive months without any absence occurrences will have all remaining absence occurrences removed. Absences listed under V. EXCEPTIONS will not affect the consecutive work time other than merely extending the time period by these number of days.~~

Employees who work 2 ½ months without a ½ point or full point, your oldest occurrence (whether full or ½ point) on record will be removed. Updated 8/17/23

VII. DISCIPLINARY ACTION

As an employee's absence occurrences accumulate during their attendance year, the Company will take action as follows: Progressive disciplinary action will begin when the employee has accumulated six (6) absence occurrences.

There will, however, be a verbal warning given the employee following their fourth absence occurrence within an attendance year.

At any time an employee's total absence occurrences fall below the four (4) level in a given year, another verbal warning will be given when the total absence occurrences once again reach the four (4) occurrence level.

A written fault slip will be given the employee when the sixth (6) absence occurrence takes place.

A strike will be issued when the eighth (8) absence occurrence takes place.

An additional strike will be issued when the tenth (10) absence occurrence takes place.

An additional and final strike will be issued when the eleventh (11) absence occurrence takes place. At that time, sufficient disciplinary action will have been taken so that discharge will result.

~~***No more than 2 (two) second (2nd) Absence Strikes will be issued in any 12-month period. If an employee's points reach the level for a 3rd Absence strike in a 12-month period, they will advance to Separation of Employment.* Updated 8/28/23**~~

Hormel Austin Plant Company Response

8/28/23 – 4:30 PM

8/28/23 Company Package Proposal #1:

Per suggestion during 8/22/23 conversation with union negotiating committee, Company is willing to Consider updating Article 9 Vacations – 9.9 Method of Prorating Vacation (see separate vacation proration document), AND Company willing to update 20.9 (a) and (b) General Worker Pay Scale Classification Language, if Union Accepts General Worker 20.9 (c) and (d) AND Union Agrees to Company Revision to Company 18.4 3/2/2 Flex Schedule:

- **18.4 3/2/2 Flex Schedule:** Allow for up to an additional ~~24~~ 10 - 3/2/2 jobs in maintenance department for a total of up to ~~89~~ 66-3/2/2 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~~ 66 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

8/15/23 Company agrees to drop request for 10% production jobs to be alternate shifts if union agrees to maint 12 hr shifts and drops boot request.

8/28/23 Company Revises to “Up to 10 additional 3/2/2 jobs for total of up to 66 maintenance positions”. (updated language 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.

8/28/23 – updated Company proposal language below:

(a) The scale rate of the classifications of "General Work" shall be ~~common labor.~~ **class 2.**

(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. 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 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.~~

~~(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)-(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.”~~~~

8/28/23 Company Package Proposal #2

Company is willing to offer revisions to Union Proposals 20.4 Chief Steward, AND New 20.15 Union Assistance Center IF Union drops Union 7.4 Safety Shoes, Union 12.12 Safety Committee, and 10.6 (a) Union Leave AND Union accepts Company Proposal on Appendix E, XIII Memo of Agreement on Overtime Reduction AND newly updated Attendance Control Program Proposal Dated 8/28/23.

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.

8/25/23 – Part of Company package proposal – see updated proposed attendance control program that company is willing to keep in the collective bargaining agreement- dated 8/28/23.

- **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 contract language 5.2 (d) language for all employees. “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.

8/28/23 – Part of Company package proposal

As of /25/23: Company TA's and/or Withdrew List

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

8/15/23 Company willing to drop this request if union agrees to request for more maintenance 12 hour shifts:

8/22/23 Company Withdraws

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](#) **Union verbally rescinded TA on 8/15/23 – updated 8/28/23.**
- 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.
 -

[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.

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.

8/28/23 Company Response on potential change to 9.9 Method of Prorating vacation

Current Language: 9.9 Method of Prorating Vacation

Vacation shall be prorated on the amount of time an employee is absent from work without pay in the vacation year immediately preceding the vacation year in which the vacation is actually taken. Employees absent from work receiving disability payments, old sick leave benefits, Workers' Compensation benefits, jury duty pay, management initiated voluntary dock, etc., shall be for purposes of this provision as being absent from work with pay. Union leave would not be penalized by vacation prorate. Additionally, the waiting period of a non-compensable illness or injury for which an individual does not receive disability pay under the disability plan shall not be counted as time absent from work without pay for purposes of prorating vacations, provided that the individual is absent from work long enough to collect disability payments under the insured plan. Employees off sick or injured receiving disability payments or Workers' Compensation, shall be considered as being absent from work without pay when their disability period exceeds their initial scheduled allotment on the disability schedule. Employee's vacations shall be prorated on the following basis:

- (a) One (1) week vacation, employee will lose one (1) day of vacation for the first thirty-nine (39) days missed and will lose an additional one (1) day of vacation for each additional fifty-two (52) days missed.
- (b) Two (2) weeks' vacation, employee will lose one (1) day of vacation for the first nineteen and one-half (19 1/2) days missed and will lose an additional one (1) day of vacation for each additional twenty-six (26) days missed.
- (c) Three (3) weeks' vacation, employee will lose one (1) day of vacation for the first thirteen (13) days missed and will lose an additional one (1) day of vacation for each additional seventeen and one-third (17 1/3) days missed.
- (d) Four (4) weeks' vacation, employee will lose one (1) day of vacation for the first nine and three-fourths (9 3/4) days missed and will lose an additional one (1) day of vacation for each additional thirteen (13) days missed.
- (e) Five (5) weeks' vacation, employee will lose one (1) day of vacation for the first seven and four-fifths (7 4/5) days missed and will lose an additional one (1) day of vacation for each additional ten and two-tenths (10 2/10) days missed.
- (f) Six (6) weeks vacation, employee will lose one (1) day of vacation for the first six and one-half (6 1/2) days missed and will lose an additional one (1) day of vacation for each additional eight and two-thirds (8 2/3) days missed.

New Language: 9.9 Method of Prorating Vacation (8/28/23)

Vacation shall be prorated on the amount of time an employee is absent from work without pay in the vacation year immediately preceding the vacation year in which the vacation is actually taken. Eligible hours include any paid hours physically worked plus vacation and holiday hours. Employees absent from work receiving disability payments, Workers' Compensation benefits, jury duty pay, management initiated voluntary dock, etc., shall be for purposes of this provision as being absent from work with pay. Union leave would not be penalized by vacation prorate. Employees off sick or injured receiving disability payments or Workers' Compensation, shall be considered as being absent from work without pay when their disability period exceeds their initial scheduled allotment on the disability schedule. Employee's vacations shall be prorated on the following basis:

Annual vacation allowances will be prorated for team members with less than 1,550 eligible hours in the calendar year. The prorated calculation is rounded up to the nearest half day and is as follows:

- Eligible hours/1550 = allotted vacation.
- Team members with no hours physically worked in the calendar year will receive no vacation