

UFCW Local 1564
Comprehensive Counter-Proposal
November 9, 2022
Retail
(Farmington & Aztec)

NON ECONOMIC

SECTION 1
RECOGNITION OF THE UNION

1.1 T/A Back to book. 10/28/2022

1.3 Bargaining Unit Work- replace with the following: Vendor Work: Direct store delivery vendors who deliver the product categories of beverages (including juice sold in produce/deli departments), cookies and crackers, bakery, pizza, ice cream, chips, specialty/gourmet/natural foods, cosmetics, pet accessories, greeting cards (and related products such as bows, wraps, candles, balloons, ribbons), newspapers, magazines, books and related products shall be allowed to perform all work in connection with the sale of their products directly delivered to the store. For purposes of this provision, the product categories as used herein shall be interpreted to include all products delivered by such vendor.

Additionally, all vendors shall be allowed to stock and otherwise maintain any J-Hook or Clip strip program. Additionally, all vendors may perform: any work in connection with promotional and seasonal displays: facing in connection with the service of product; rotation of product; cleaning of product, shelves and racks; affixing coupons and other promotional materials to products; vendors shall be permitted to perform three (3) major resets per store per section per calendar year. Additionally, vendors may perform work, as necessary to accommodate the introduction of new items, or removal of discontinued items, from the set; checking of code dates and removal of outdated product; and any work in connection with the opening of a new store and the two (2) weeks before and after a store remodel. All the product delivered to the store from a warehouse owned or operated by, or for the benefit of, the Employer shall be stocked by bargaining unit members with the above exceptions.

SECTION 4
DISCHARGE AND DISCRIMINATION

4.1 T/A Employer's non-discrimination proposal made on 10/7/22

4.2 T/A. Back to book.

4.4 Warning Notices. Modify last sentence as follows: Written warnings shall be effective for a period of ~~twelve (12)~~ **nine (9)** months provided that no written warning for a related offense occurs during said **nine (9)** ~~twelve (12)~~ months.

5.4 T/A Company proposal relating to Employer Records made on 10/7/22

SECTION 8
WORKING HOURS AND OVERTIME

8.1 (b) (New) **Part time employees who have completed their fifth year shall be offered a full-time position.**

8.4 – 8.7 T/A back to book. 10/28/22.

SECTION 9
WORK SCHEDULE

9.1 Posting of Schedule- Add (a) (New) as follows

~~(a) If the work schedule is not posted or changed after the official posting time listed above, each employee listed on the work schedule shall receive one hour pay. If a second infraction occurs again within a one-year period from the first, each employee listed on the work schedule will be paid two hours pay. If a third infraction occurs during this same one-year period each employee will receive three hours pay, and the Employer agrees to send the Director of Labor Relations to the Store for a meeting with the Union Representative.~~

(a) If the work schedule is not posted in accordance with the terms of this Agreement, on the first violation, the Personnel Director shall be notified. If there is a second violation of this provision, the Personnel Director shall

be notified. If there are any further occurrences of a violation of this provision, each employee listed on the work schedule for the department of the violation shall be paid one hour of penalty pay. Should there be no violations for one year, the process shall begin again.

9.8 (new) Courtesy Clerks- Union will go back to book in exchange for employer going back to book on 10.5.????

**SECTION 11
VACATIONS**

11.6 T/A.

**SECTION 12
WAGE RATES AND CLASSIFICATIONS**

Economic Proposal attached separately.

**SECTION 13
GENERAL PROVISIONS**

T/A on 10/7/22 13.4 Delete - in conflict with the Healthy Workplace Act

**SECTION 14
HOLIDAYS**

14.1 Add the following Paid Holidays for employees hired after October 30, 2005; **New Years Day, Easter Sunday, Memorial Day, 4th of July, and Labor Day.**

**SECTION 16
GRIEVANCE AND ARBITRATION**

T/A on 10/7/22 16.2 add “working” to the following: Grievances shall be filed promptly but no later than fifteen (15) **working** days of the discovery of the event, in the following manner:

T/A on 10/7/22 16.5 Modify third sentence as follows and add new sentence: Such requests must be made within thirty (30) **working** days after the final determination of the Employer. The cost of obtaining a panel of arbitrators shall be shared equally between the Employer and the Union

**SECTION 18
SICK LEAVE**

18.3 Delete as it conflicts with HB20 state law. The Union holds on the remainder of the proposal.

**SECTION 27
TERM OF AGREEMENT**

T/A *Company* proposal on 10/7/22 25.1 November 3, 2022 through November 1, 2025

New Section “Safety at Work”: The Union proposes the parties T/A on Safety at Work.

ECONOMIC

**SECTION 10
SENIORITY**

10.3 (C) Modify first sentence to treat all employees equal as follows:
Employees ~~hired before February 1, 2004~~ who are reassigned....

**SECTION 11
VACATIONS**

11.1 Eligibility. Modify by deleting the stricken: All regular employees ~~who have worked five hundred (500) or more hours in their anniversary year~~, covered by this Agreement, shall receive: ~~Employees hired on or after October 30, 2005 must work 1040 hours during their anniversary year to qualify for a paid vacation. Employees hired on or after October 30, 2005 shall receive one (1) week paid vacation after one (1) year of continuous service, two (2) weeks paid vacation~~

~~after four (4) years of continuous service, and three (3) weeks of vacation after eight (8) years of continuous service.~~

Replace with: Employees hired on or after June 1, 2005 shall receive one (1) week paid vacation after one (1) year of continuous service, two (2) weeks paid vacation after **three (3)** ~~four (4)~~ years of continuous service, and three (3) weeks of vacation after **seven (7)** ~~eight (8)~~ years of continuous service, **and four (4) weeks of vacation after fifteen (15) years of service and five (5) weeks of vacation after twenty (20) years of service.**

11.9 (new) **Employees who do not use their earned vacation will be paid all monies for time not used within two weeks following their anniversary date.**

SECTION 12 WAGE RATES AND CLASSIFICATIONS

12.1 Appendix "A" attached

12.4 Modify current language by adding to the last sentence:
,and paid at the IRS mileage rate. **Pending review of form.**

12.6 Delete and renumber accordingly

12.7 SUNDAY PREMIUM- (Employees paid equally) Remove all references to February 1, 2004 and delete last sentence "~~Employees hired on or after October 30, 2005 shall not be eligible for Sunday Premium.~~"

12.8 EVENING PREMIUM PAY- A premium of two dollars (\$2.00) per hour shall be paid for all work performed between the hours of 12:00 midnight and 6:00 a.m. to all employees (excluding Courtesy Clerks). the last sentence so all employees are paid equal.

SECTION 13 GENERAL PROVISIONS

13.5 Union w/draws proposal.

SECTION 14 HOLIDAYS

14.1 Paid Holidays. Replace second paragraph with the following: **Employees hired after October 30, 2005 shall only be eligible for Labor Day, Thanksgiving and Christmas holidays (after having worked their probationary period), and effective after the employee's 3rd anniversary date of employment, Fourth of July, New Year's Day, and three (3) personal holidays effective following their one year anniversary date of employment.**

14.4 Premium Pay. Modify as follows so all are paid equal on holiday: When a holiday is worked, employee's ~~hired before February 1, 2004~~ shall be paid at one and one half (1-1/2) times their regular base rate of pay in addition to the holiday pay provided herein. ~~All employees hired on or after February 1, 2004 shall receive a premium of one dollar (\$1.00) per hour for all work performed on a holiday.~~

14.5 Holiday Work Week. Change last sentence to read as follows: Time and one-half shall be paid for all hours worked over **thirty-two (32)** ~~forty (40)~~ in a holiday week.

SECTION 18 SICK LEAVE

18.1 Modify first sentence: Remove Full-Time in first sentence and Increase three (3) days per each complete anniversary year to (7) days. Hold.

SECTION 21 JURY DUTY

21.3 Union withdraws its proposal.

SECTION 22 PENSION

Make any change in contribution rate to the Desert States Employers & UFCW Unions Pension Plan during the term of the 2022 to 2025 Agreement as the major employers in Arizona.

Beverage Steward proposal: Union agrees to the Company proposal with the following addition: The Beverage Steward position shall not be utilized to circumvent the scheduling and seniority provisions of the Collective Bargaining Agreement.

**APPENDIX A
WAGE RATES AND CLASSIFICATIONS
FARMINGTON/AZTEC CLERKS**

CLASSIFICATIONS	Current	FSAR	10/29/23	11/3/24
Department Heads				
Grocery/Front End Manager	\$17.45	\$21.00	\$22.00	\$23.00
Produce Manager	\$17.15	\$20.90	\$21.90	\$22.90
Head Clerk/Beverage Steward	\$16.75	\$20.00	\$21.00	\$22.00
Bakery Manager	\$16.38	\$19.38	\$20.38	\$21.38
Liquor Manager	\$16.38	\$19.38	\$20.38	\$21.38
Head Baker	\$14.50	\$17.50	\$18.50	\$19.50
GM/Variety Mgr	\$13.14	\$18.50	\$19.50	\$20.50
Floral/Customer Service	\$12.75	\$19.75	\$20.75	\$21.75
Fuel Lead Clerk	\$13.45	\$18.00	\$19.00	\$20.00
Fresh Cut Lead		\$18.00	\$19.00	\$20.00
EMPLOYEES HIRED PRIOR TO FEBRUARY 1, 2004				
Food Clerks	\$16.05	\$20.05	\$21.05	\$22.05
GM, Floral, Video, Cust Srv	\$12.09	\$17.00	\$18.00	\$19.00
Cake Decorators/App	\$13.84	\$18.00	\$19.00	\$20.00
Bakery Clerks	\$12.46	\$17.00	\$18.00	\$19.00
Courtesy Clerks	MIN Wage	0.50	0.50	0.50
Utility Clerks	MW + .25	.50	.50	.50

EMPLOYEES HIRED ON OR AFTER FEBRUARY 1, 2004

	Current	FSAR	10/29/23	11/3/24
Clerks Hours Worked				
Step 1 1040 hours worked	\$11.60	-----	-----	-----
Step 2 1040 hours worked	\$11.70	-----	-----	-----
Step 3 1040 hours worked	\$11.80	\$12.50	\$13.50	\$14.50
Step 4 1040 hours worked	\$11.90	\$13.00	\$13.75	\$14.75
Step 5 1040 hours worked	\$12.00	\$13.40	\$14.15	\$14.90
Step 6 1040 hours worked	\$12.10	\$13.80	\$14.55	\$15.30
Step 7 1040 hours worked	\$12.20	\$14.50	\$15.25	\$16.00
Step 8 1040 hours worked	\$12.30	\$15.00	\$15.75	\$16.50
Thereafter	\$12.70	\$17.20	\$18.20	\$19.20

MINIMUM WAGE

Minimum wage: first step will be \$0.25 above minimum wage and every other step will increase at least \$0.20 so that all steps are at least \$0.20 apart.

UFCW Local 1564 reserves the right to alter, modify or withdraw any of these proposals or others made during negotiations. It also reserves the right to offer additional proposals. All other terms and conditions of the current collective bargaining agreement not effected by the Union's proposal shall remain the same in the successor Agreement. The withdrawal of any proposal in these negotiations in these negotiations shall not be used as evidence against the proponent in any arbitration or other proceeding.