

UFCW Local 1564
Economic Proposal
October 28, 2022
Meat
(Farmington & Aztec)

SECTION 8
HOURS OF WORK AND OVERTIME

8.7 SUNDAY PREMIUM PAY- Delete and Modify the following:

~~All work performed on Sundays shall be paid at time and one-half (1-1/2). Full-time employees who work six (6) days, including Sunday, shall receive time and one half (1-1/2) for Sunday as such apart from any overtime which may be payable for hours worked in excess of forty (40) in the work week. The Sunday premium shall be on (\$1.00) dollar per hour for all employees hired on or after February 1, 2004. Employees hired on or after October 30, 2005 shall not be eligible for Sunday Premium.~~

8.8 NIGHT PREMIUM PAY- Increase the premium from (\$0.35) to \$2.00 per hour and delete the last sentence, “ ~~Employees hired on or after October 30, 2005 shall not be eligible for Night Premium Pay.~~

SECTION 11
VACATIONS

11.1 Delete the following in the last two paragraphs and replace with:

~~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.~~

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.**

11.9 (new) Employees who do not use their earned vacation will be paid all monies for time not used upon their next anniversary date.

SECTION 14
HOLIDAYS

14.1 Remove the following and replace with:

~~Employees hired on or after February 1, 2004, who have completed at least one year of continuous service, shall be eligible for the three personal holidays outlined above.~~

~~Employees hired on or after October 30, 2005 shall be eligible for Thanksgiving and Christmas holidays after completion of their probationary period, and three (3) personal holidays effective as of the first calendar year following one (1) year of service.~~

Employees hired on or after June 1, 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, and New Year's Day. Employees hired on or after June 1, 2005 shall be eligible for three (3) personal holidays effective following their one year anniversary date of employment.

14.9 HOURS WORKED ON HOLIDAY- Modify as listed below:

~~Employees hired prior to February 1, 2004 will receive one and one half (1-1/2) shall be paid twice (2x) times their straight time hourly rate for all hours worked on a holiday in addition to holiday pay as provided above. Employees hired on or after February 1, 2004 shall receive a one dollar (\$1.00) per hour premium for all hours worked on a holiday in addition to holiday pay as provided above.~~

SECTION 18 SICK LEAVE

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

18.2 Modify first and second sentences as follows-

An employee who has sufficient earned sick leave shall be paid such sick leave up to ~~two (2)~~ **three (3)** working days for scheduled time missed due to bona fide illness or injury. If an employee's illness extends beyond ~~two (2)~~ **three (3)** working days, such employee, must seek reimbursement from the New Mexico UFCW Unions and Employers Health and Welfare Trust Funds' weekly disability income benefit provisions.

SECTION 21 JURY DUTY

21.1 Remove last sentence- Jury duty pay shall be limited to thirty (30) working days per year.

SECTION 22 PENSION

Voted and approved June 2020.

Albertson's Safeway and Local 1564 of the United Food and Commercial Workers International Union entered a Memorandum of Understanding dated June 30, 2020 (the "Pension MOU"), the terms of which are incorporated herein by reference. The Pension MOU establishes all of the terms and conditions of employment as they relate to the provision of retirement benefits provided to Meat and Seafood employees (as well as certain grandfathered employees) under this CBA. Among other things, the Pension MOU provides that Albertson's ceased to have any obligation to contribute to the UFCW International Union - Industry Pension Fund ("National Fund") as of June 30, 2020, and completely withdrew from the National Fund as of that date. Beginning July 1, 2020, retirement benefits for Meat and Seafood employees (and these certain grandfathered employees) covered by this CBA will be provided through the UFCW International Union - Industry Variable Annuity Pension Plan ("VAPP") and Albertson's shall be obligated to make contributions to the VAPP in accordance with the terms and conditions of the Pension MOU.

Albertsons agrees to be bound by the Agreement and Declaration of Trust of the VAPP and to provide to the Board of Trustees of the VAPP or its designee all information with respect to bargaining unit employees that is needed in connection with the administration of the VAPP, including but not limited to all hours or months worked, paid, or for which employees are entitled to payment. In order to ensure that all bargaining unit employees entitled to participate in the VAPP are appropriately reflected in the records of the VAPP, Albertson's further agrees to the examination of its payroll records by the Board of Trustees of the VAPP or its designee.

SECTION 25 TERM OF AGREEMENT

25.1 To be discussed

UFCW Local 1564 reserves the right to alter, modify or withdraw any of these proposals or others made during the course of 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.