

Co to Union
10-7-22
2:40 p.m.
Safeway
Proposal

**UFCW Local 1564
Non-Economic Proposal
October 7, 2022
Retail
(Farmington & Aztec)**

Albertsons/Safeway makes the following proposals to UFCW Local 1564 for new Collective Bargaining Agreements for Farmington/Aztec Retail Clerk and Meat bargaining units. Such proposed new Agreements shall maintain the terms of the terminating Collective Bargaining Agreements, as modified below.

Albertsons/Safeway reserves the right to add to, delete from, amend, correct, modify, or withdraw any of the proposals contained herein for all bargaining units or for one or more specific bargaining units at any time throughout the course of these negotiations. The modification or withdrawal of any Employer proposal in these negotiations shall not be used as evidence against the Employer in any arbitration or other proceeding.

**SECTION 1
RECOGNITION OF THE UNION**

1.1 RLTs. COUNTERPROPOSAL - Replace Retail Leadership Trainees and RLTs with "trainees." Bargaining note: although the RLT program no longer exists, the company still trains individuals for salaried management positions in the stores.

1.3 Bargaining Unit Work- COUNTERPROPOSAL - replace with the following:
Vendor Work: **Direct store delivery vendors shall be allowed to perform all work in connection with the sale of their products directly delivered to the store.**

OUCH
this will cost workers hours while increasing company profits

**SECTION 4
DISCHARGE AND DISCRIMINATION**

4.1 Non-Discrimination. EMPLOYER PROPOSAL - Add sentence to end of 4.1.

T/A

If requested and in accordance with applicable law, the company will refer to transgender and/or non-binary employees by the gender of the employee's choice.

4.2 Discipline. COUNTERPROPOSAL - Add new paragraph after 4.2(c)

Discipline resulting from a formal investigation of violations of Company policy shall be issued within fourteen (14) calendar days of the completion of the investigation.

still too long

4.4 Warning Notices. REJECTED

SECTION 5 – CONTRACT ENFORCEMENT AND RULES

5.4 Employer Records. EMPLOYER PROPOSAL

An authorized Union representative shall have the privilege of examining the Employer's payroll involving employees covered by this Agreement monthly, or when necessary to investigate a specific concern of improper payment, upon written request to the Division Labor Relations Department. Upon receipt of such request, the Division Labor Relations Department shall provide ~~the Payroll Query Report (attached as Appendix E) or an Employer report(s) by a different name~~ provided **containing** the information **requested** ~~contained on it is the same~~, within fifteen (15) days.

Safeway proposal

T/A

**SECTION 8
WORKING HOURS AND OVERTIME**

8.1 (b) COUNTERPROPOSAL – The Company shall conduct a lookback for the prior 12-month period. If any employees worked 6 weeks at 40 hours, and were not assigned to a temporary vacancy, the Company shall offer a full-time position to the most senior person in the department.

Weak! does not produce Full-time jobs

8.4 Work Day. EMPLOYER PROPOSAL – Modify as follows:

The regular day's work for all employees shall be worked within **eight and a half (8 ½) nine (9)** consecutive hours and all employees shall receive **thirty (30) minutes** ~~one (1) hour~~ off for lunch at approximately the middle of the working shift.

8.6 Rest Periods- COUNTERPROPOSAL – Add at end of section.

Employees who work more than eight (8) hours shall be entitled to an additional fifteen (15) minute break.

8.7 Lunch Periods. EMPLOYER PROPOSAL – Modify as follows.

The scheduled meal period for an employee shall be **thirty (30) minutes** ~~one (1) hour~~ which shall not be considered worked time. A lunch period of **one (1) hour** ~~thirty (30) minutes~~ duration may be scheduled if the employee and Employer mutually agree. Every employee scheduled six (6) hours or more shall be allowed a meal period which shall begin no earlier than three (3) hours and no later than five (5) hours after commencing work. Employees working shifts of six (6) hours or less will not be required to take a lunch.

**SECTION 9
WORK SCHEDULE**

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

Safeway
Proposal

(a) If the work schedule is not posted or changed after the official posting time listed above, Labor Relations shall send a reminder to the store of the contract requirement.

will not stop scheduler posted late

9.4 Sunday Work - HOLD

9.8 (new) Courtesy Clerks- REJECTED

SECTION 10 – SENIORITY

10.5 Available Hours. EMPLOYER PROPOSAL - Modify as follows

A senior employee can claim **the work schedule from a less senior employee** hours of work, in their his store and classification, for which they are he is qualified. The senior employee must take the entire schedule for the week and the less senior employee is assigned the vacated shifts from the senior employee. so long as such claim would not reduce any employee's schedule below the daily or weekly minimum except zero. If an employee is zeroed out, he or she shall have the right to exercise layoff options. However, any bump to another store shall be delayed for one week.



SECTION 11 VACATIONS

11.6 EMPLOYER COUNTERPROPOSAL - Modify (a) and (b) Delete dishonesty and replace with **Theft** and increase two years to three years in (b).

SECTION 12 WAGE RATES AND CLASSIFICATIONS

HOLD

SECTION 13 GENERAL PROVISIONS

13.4 TA 10/7/22 Delete - in conflict with the Healthy Workplace Act



SECTION 14 HOLIDAYS

14.1 HOLD FOR ECONOMICS

SECTION 16 GRIEVANCE AND ARBITRATION

SAFeway
Proposal

T/A

16.2 TA 10/7/22 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

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**

COUNTERPROPOSAL – Delete 18.1-18.3 and replace with language from MOU agreed upon on or about June 29, 2022.

**SECTION 27
TERM OF AGREEMENT**

EMPLOYER COUNTER

25.1 November 3, 2022 through November 1, 2025

T/A 3 yr CONTRACT

New Section "Safety at Work" COUNTERPROPOSAL

1. EMPLOYER COUNTERPROPOSAL CONTAINED IN RESPONSE TO #2
2. **Master Safety Committee- The Employer and the Union will jointly set up a Master Safety Committee to discuss and work towards resolving safety issues in the workplace. The Master Safety Committee shall include at least one (1) Employer official and at least one (1) Union official as well as up to five (5) employee participants.**

Committee reviewing

The Master Safety Committee will meet, upon request, quarterly, but no less than semi-annually to review and discuss safety issues at all Farmington/Aztec stores. The Employer shall pay employee participants their regular hourly rate of pay for all time so spent in these meetings.

The parties agree to discuss the issue of armed and other security guards within the stores during the term of this agreement.

3. **Safety Equipment- Company agrees to provide the following safety items:**
 - a. **Appropriate Personal Protective Equipment (PPE), including but not limited to, any cleaning of restrooms.**
 - b. **Floor mats, if needed, where they do not compromise safety and or the ability to clean and sanitize.**
 - c. **Fall protection equipment and other appropriate health and safety**

*Safety
Proposa 1*

devices when required by OSHA rules.

- d. No employee shall be permitted or directed to operate a power jack prior to completion of training. Without required power jack training, employees may only operate hand jacks.

- 4. **Dangerous Emergencies-** The Company will continue to maintain (or develop, if applicable) procedures that workers should follow to protect themselves and co-workers during dangerous emergencies. These procedures may include: (a) where workers should go to protect themselves, (b) evacuation plans, (c) what workers should do, and (d) how prompt first aid and emergency treatment will be administered to injured workers. The procedures should also discuss signs that may indicate that a dangerous emergency may occur (such as threats, social media posts or assaults), and encourage workers, customers, and others to report these matters to a manager or security guard, if applicable. The Company may update the training as new procedures to protect workers against dangerous emergencies develop.

Under Review

The Company may consider training all workers on the dangerous emergency procedures, including how to recognize a potentially dangerous emergency and, where appropriate, how to deescalate emergencies that are reasonably capable of de-escalation. New hires will undergo any such training within the first thirty (30) days of employment.

During a dangerous emergency the Employer agrees that employees do not bear any responsibility to protect any merchandise. Employees should protect themselves and to the extent safely and reasonably possible, co-workers/customers. The Employer acknowledges that employees have a right to defend themselves if there are no other options to avoid the dangerous situation. The Employer agrees to notify the President of the Union, or his or her designee, immediately upon learning of a dangerous emergency.

NEW LETTER OF AGREEMENT – BEVERAGE STEWARD

EMPLOYER PROPOSAL – Add the following MOU to the collective bargaining agreement.

For the purposes of this Agreement, a Beverage Steward shall be defined as an associate who has successfully completed the Beverage Steward training modules and has been specifically designated by their Store Director to perform the duties of a Beverage Steward. Where such position is specifically designated, the Beverage Steward shall have responsibility for increased customer loyalty, development of customer relationships, encouraging and promoting special orders and shrink reduction.

Under Committee Review

**Safeway
proposal**
The Employer retains the right, at its sole discretion, to add the Beverage Steward position to stores, or to discontinue the position of Beverage Steward from any store in which such position has been implemented. Should the position of Beverage Steward be implemented in a given store and later discontinued, the lay-off language of the applicable Agreement shall apply.

Nothing in this Agreement shall prevent the Employer from exercising full discretion in determining the number of appointments to, and ongoing qualification for, the Beverage Steward position. The Employer reserves the right to determine the start times of each Beverage Steward shift. The Beverage Steward position shall be a full-time position. The Employer reserves the right to discontinue the Beverage Steward position in its entirety at its sole discretion.

Wage rates for Beverage Stewards will be at the same as the Head Clerk classification wage rate progression of the applicable Clerks Agreement for the Store.