

UFCW Local 1564
Comprehensive Counter-Proposal
November 8, 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the introduction of new items, or removal of discontinued items, from the set; checking of code dates and removal of outdated product; and any work in connection with the opening of a new store and the two (2) weeks before and after a store remodel.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 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 Modify (a) & (b) Delete dishonesty and replace with **Theft of Employer property in the workplace. Reject remainder of Company proposal made 10/7/22.**

**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" Hold

- 1. Armed Police-** The Employer agrees that Employee and Customer Safety and well being is urgent and important in today's times. Albertson's Safeway agrees to provide a certified and active armed police officer at the front of each store/gas station, so customers, employees and assailants will see the protection as they enter the store. The times, days of the week and stores this is needed will be determined by the Master Safety Committee.

- 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, who will be evenly appointed by both parties, with the sides alternation of the 5th pick.
The Master Safety Committee will meet 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.

- 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 devices when required by OSHA rules.
 - d. Employer agrees to maintain one power jack and keep it in working condition in each store. The Employer agrees to train employees responsible for the operation of such equipment.

- 4. Dangerous Emergencies-** This provision will control in case of a shooting, other violent attack or other similar emergency that could or does result in either mass injuries or casualties to customers or injuries or casualties to bargaining unit workers. These and similar situations are called "dangerous emergencies" in this Agreement.
(a) Preparing for Dangerous Emergencies. In cooperation with the Union, the Employer will develop, within six (6) months of ratification, mutually agreeable procedures that workers should follow to protect themselves and co-workers during dangerous emergencies. These procedures will include: (i) where workers should go to protect themselves, (ii) evacuation plans, (iii) what workers should do, and (iv) how prompt first aid and emergency medical treatment will be administered to injured workers. The procedures will 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. The Employer will update the training as new procedures to protect workers against dangerous emergencies develop.
In cooperation with the Union, the Employer will, at least semiannually, train all workers on the dangerous emergency procedures, including how to recognize a potentially dangerous emergency and, where appropriate, how to deescalate dangerous emergencies that are reasonably capable of de-escalation. Expert professional trainers will conduct or facilitate all trainings. New-hires will undergo this training within the first 30 days of employment. Interpreters will translate the training into the languages in which workers are fluent. When appropriate, trainings will use sign language and closed captioning. Translators will translate all written and electronic training materials into languages workers read. The Employer will pay all workers for all time they are in training.

As part and parcel of Preparing for Dangerous Emergencies, the Employer agrees that it will take the following steps to ensure the general safety of the stores:

- (i) Ensure that at all hours employees are working, there are at least two (2) bargaining unit employees on duty within the store.
 - (ii) Ensure that at all hours employees are working, an armed guard is present within the store as determined by the Master Safety Committee. The Employer agrees to secure the services of off-duty law enforcement to serve as such guards when possible.
 - (iii) The Employer shall ensure that for all hours employees are working, there is a Supervisor outside the bargaining unit assigned and responsible for safety in the workplace, and that employees are able to contact said supervisor in an emergency.
 - (iv) The Employer will ensure that nothing, including equipment and merchandise, blocks or obstructs any part of entrances, exits, emergency doors, or exit routes. All doors will be capable of being readily and immediately opened from the inside of the stores.
 - (v) The Employer agrees that where feasible, it shall ensure the design of new stores and remodeled stores have at least two (2) public entrances and exits, in addition to entrances and exits normally accessible only to employees and vendors, to permit safe egress in an emergency.
 - (vi) The Employer will install panic or emergency alert buttons that directly notify emergency and law enforcement services throughout the stores and in all departments. When employees are required to shag carts while it is dark outside, such employees shall work in pairs to ensure safety.
 - (vii) For fuel centers, the Employer agrees to provide a person to accompany and assist them to a secured restroom.
 - (viii) The Employer agrees that customers who harass or otherwise threaten bargaining unit members will be removed and barred from the stores.
- (b) During a Dangerous Emergency. The Employer agrees that workers do not bear any responsibility to protect the store, any merchandise or other people during a dangerous emergency. Rather, workers should protect themselves and, to the extent safely and reasonably possible, co-workers. The Employer agrees to notify the President of the Union, or his or her designee, immediately upon learning of a dangerous emergency.
- (c) Following a Dangerous Emergency. If a dangerous emergency occurs at a store resulting in the death of or serious injury to a worker, or any mass casualty event, the Employer will take the following steps:
- (i) The Employer will close the store for a reasonable period of time depending on the nature of the event, but not for less than the remainder of the day. The store will not reopen until such time as any physical damage to the store has been repaired. The Employer may not require, but may permit, bargaining unit members to complete any work associated with such repairs. The Employer will give workers 14 days' advance notice of the target reopening date.
 - (ii) All workers assigned to the store will be on paid special administrative leave until the latter of: (1) the employee's voluntary return to work following the event, (2) (for employees who suffer mental or physical injuries resulting from the dangerous emergency) the certification from a medical professional that the employee is fully able and fit to return to work, or (3) the date which is eighteen (18) months following the occurrence of the dangerous emergency.
 - (iii) The Employer will pay workers for the special administrative leave at a rate equal to the average weekly amounts workers earned during the preceding three (3) month period. For partial weeks, the Employer will pay a daily rate equal to the average daily amount workers earned on the days they worked during the preceding three (3) month period.

(iv) While on special administrative leave, all workers (and their dependents) will continue to receive the same health and welfare coverage they received prior to the dangerous emergency. The Employer will continue to make all applicable health and welfare, and pension contributions on behalf of all workers on special administrative leave for the entire time they are on leave.

(v) While on special administrative leave, the Employer will not charge any worker with any other leave, including vacation, sick, FMLA, or personal leave, and will credit workers with any previously approved leave, including vacation.

(vi) Special administrative leave shall count as hours worked for all purposes under: (A) this Agreement, including seniority, step increases, vacation accrual and all benefits, including health and welfare, and (B) all federal, state and local employment laws, including the Family and Medical and Leave Act and similar sick and other leave laws.

(vii) The Employer will not oppose any unemployment or workers' compensation claim of any worker assigned to the store concerning injuries sustained as a result of the dangerous emergency.

(viii) The Employer will pay for all counseling, therapy, and similar trauma or crisis service workers receive related to the dangerous emergency. If such services are provided through an employee assistance program, the Company must ensure any providers are qualified and licensed to provide the needed service.

(ix) The Employer shall apply for all available victim assistance services, including those provided by local and state agencies, and non-governmental organizations, and assist workers to apply for such services.

(x) The Employer will offer returning workers their previous positions, wage rates (incorporating all applicable increases), schedules, hours, benefits and other working conditions. The Employer will continue to maintain the same number of full-time positions or jobs as before the dangerous emergency.

(xi) Returning workers have the right to change their schedules.

(xii) The Employer will not assess attendance points or occurrences, or otherwise discipline workers who, because they do not feel sufficiently healthy as a result of the dangerous emergency, including workers who:

- (1) call off of work;
- (2) take more or longer breaks; or
- (3) leave work early.

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.**

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.

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- Delete the last sentence so all employees are paid equal.
~~"Employees hired on or after October 30, 2005 shall not be eligible for Evening Premium Pay.~~

SECTION 13 GENERAL PROVISIONS

13.5 add to the existing language:

 Employees shall be paid all regular and Sunday hours for the next seven (7) work days if unable to work based upon the last week in which an Employee worked a normally scheduled work week.

SECTION 14 HOLIDAYS

14.1 Paid Holidays. (a) delete ~~non-probationary~~ from the first sentence and the following so that all employees are treated equal: ~~Employees hired on or after October 30, 2005 shall be eligible for Thanksgiving and Christmas holidays after completion of the probationary period, and three (3) personal holidays effective as of the first calendar year following one (1) year of service.~~

14.3 Holiday Pay. (b) remove “non-probationary” from the first sentence.

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.

**SECTION 21
JURY DUTY**

21.3 Delete last sentence as follows:

Jury duty pay shall be limited to thirty (30) working days per year.

**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.

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

CLASSIFICATIONS	Current	10/30/22	10/29/23	11/3/24
Department Heads				
Grocery/Front End Manager	\$17.45	\$20.00	\$21.00	\$22.00
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	1/30/22	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	\$13.25	\$14.00
Step 4 1040 hours worked	\$11.90	\$13.00	\$13.75	\$14.50
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	\$18.00	\$19.00	\$20.00

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 shall not be used as evidence against the proponent in any arbitration or other proceeding.