

Receive 12/5/11 2:30 pm

December 5, 2011

**Safeway Initial Proposals
to
UFCW Local 5
Retail Food and Meat Agreements**

1. Renew the current Agreement in its entirety, including all letters, understandings and practices unless specifically changed in these negotiations.
2. **Article 1.2:** Delete the words "...including the demonstration of such products...".
3. **Article 1.2.4:** Open for discussion.
4. **Section 1.3.1, Food Merchandise:** Remove the following from the second paragraph: "all household paper goods" and "all household cleaning and laundry supplies".
5. **Section 1.3.1 Non-Food or General Merchandise:** Add the following to the third paragraph: "all household paper goods" and "all household cleaning and laundry supplies". And clarify that Bar soap is a GM item.
6. **Article 1.3.3 and 1.3.3.1:** Delete "Former Local 839" language.
7. **Article 1.3.4:** Open for discussion.
8. **Article 1.3.7:** Delete outdated language of the last sentence of the fourth (last) paragraph.
9. **Article 1.4 (Meat):** Change second paragraph to read, "Whenever fresh meat is offered for sale, at least one (1) Journeyman Meatcutter must be employed Sunday through Saturday in each market for at least eight (8) hours, exclusive of lunchtime each day, between the hours of 6:00 a.m. and 6:00 p.m."
10. **Article 1.4.1 (Meat):** Delete.
11. **Article 1.4.2 (Meat):** Change to read, "When fresh meat is offered for sale and a member of the bargaining unit is not on duty in the Meat Department during such hours, no one other than a member of the bargaining unit shall perform work in the department. When a member of the bargaining unit is not on duty, this clause shall not apply to those products that have been prepared by meat department employees and are in storage ready for sale, such may be placed in the meat counter and such action shall not be considered a violation of this clause."
12. **Article 1.6:** Change to read, "None of the provisions of this Agreement need apply to one overall supervisory Store Manager, the Assistant Store Manager, a second Assistant Store Manager and two (2) additional exempt positions designated by the Employer and their work in each retail food store in which an owner is not actively engaged on the premises. Employees in these exempt positions shall not be restricted at to the amount of non-supervisory work they may perform."
13. **Article 2.2:** Delete outdated language (clean-up).
14. **Article 2.5.1:** Delete the words "... Social Security number..."
15. **Article 3.1:** Change "60 days" to "120 days".
16. **Article 3.3:** Delete first sentence of last paragraph.

Agree

17. **Article 3.7:** Add new language to read, "If an employee comes forward prior to a disciplinary incident and requests assistance with drug or alcohol dependency, the parties shall continue to assist the employee in getting help for his/her condition, in accordance with State and Federal law. The Employer may require the employee to submit to a legally recognized drug or alcohol test at the Employer's expense, in accordance with current Company Policy or when involved in an industrial accident which involves injury or damage. An employee who refuses to take a drug or alcohol test upon request shall be subject to termination. Time spent in such testing shall be on Company time; however an employee refusing to submit to a drug or alcohol test shall be taken off the clock effective with the time of the Employer's request. (Upon request, the Employer will notify the Union of the reasons for the test.)"
18. **Article 4.7:** Delete the words "...Social Security number..."
19. **Article 4.10.1:** Open for discussion.
20. **Article 4.10.4:** Delete current language and replace with the following. In conjunction with this change, delete the March 11, 1983 LOU.

4.10.4 REDUCTION IN HOURS: Reduction in employees' hours due to lack of work shall be accomplished by seniority and by classification on a store-by-store basis in the following manner:

- (1) Notwithstanding the above, before a full-time employee may be reduced in hours on a store-by-store basis, the Employer shall first reduce the hours of part-time employees in the store affected by the lack of work in the order of their seniority. Hours shall be afforded to part-time employees in the store affected by the lack of work in the order of their seniority by classification on a store-by-store basis. It is recognized that management has the right to establish such weekly work schedules to meet the requirements of the business.
- (2) To the extent further reductions of work hours are required in the affected store, the Employer shall reduce the hours of full-time employees by seniority and by classification. Any full-time employee whose working hours are reduced for more than three (3) weeks (not necessarily consecutive) in a nine (9) month period, commencing with the first week of reduced hours, shall have a one-time option during any said nine (9) month period to request in writing, during the fourth (4th) week of reduced hours, to remain in the affected store at the reduced working hours or displace the least senior full-time employee in the same classification in the appropriate geographical seniority area. If the full-time employee chooses to replace the least senior full-time employee, his new store becomes his assigned store. Said employee shall be entitled to exercise the option right in his newly assigned store in accordance with the procedure set forth herein.
~~The displaced full-time employee shall have the right to exercise seniority to displace the least senior employee in the same classification in the geographical seniority area or to remain in his assigned store at the reduced hours in accordance with his seniority. If said employee displaces the least senior employee in the geographical seniority area, he shall be afforded hours in his assigned store by seniority by classification.~~
- (3) A full-time employee who has been involuntarily reduced to part-time and who chooses to remain in the affected store shall be placed at the top of the bid list referred to in Section 4.10.1 with respect to the affected store and shall have preference over those employees who have requested additional available hours pursuant to Section 4.10.2.

given preference to the next available full-time position

- (4) A regular full-time employee is:
 - (a) One who is hired or designated by the Employer to a regular forty (40) hour job opening, excluding relief for vacations, illnesses, other authorized absences, or business fluctuations.
 - (b) An employee who becomes full-time from the bid list.
 - (5) The aforementioned provisions shall not affect the right of the Employer to transfer employees or the right of employees to request transfers pursuant to the provisions of Section 4.9 hereof
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- 21. **Article 4.10.6 (5):** Change to read, "The part-time employee and the Employer agree that the employee may work..."
 - 22. **Article 5.10:** Renew the language in this section providing that the Employer will grant employees time off to attend the stated Union functions but delete all language providing for Employer payment for such time.
 - 23. **Article 6.1.1 (Meat):** Add a new section to the fifth paragraph of this section to read: "The above Section 6.1.1 notwithstanding, Apprentice Meat Cutters and all Meat Cutters hired on or after the date of ratification of this Agreement shall have a four (4) hour per day, twenty-four (24) hour per week minimum guarantee." (same as Grocery)
 - 24. **Article 6.1.2:** Delete reference to a thirty-two (32) hour holiday workweek and modify to provide that employees may work up to forty (40) straight-time hours in a holiday week, the same as any other workweek, in addition to any holiday pay to which they are otherwise entitled.
 - 25. **Article 6.1.2:** Delete (Former Local 839) paragraph.
 - 26. **Article 6.2, Time and one-third:** Delete *Sunday*
 - 27. **Article 6.2, Time and one-half:** Delete paragraphs #3 and #4.
 - 28. **Article 6.2, Double time:** Delete paragraphs #1 and #2.
 - 29. **Article 6.2, Double time and one-quarter:** Delete.
 - 30. **Article 6.2, Double time and one-half:** Delete.
 - 31. **Article 6.2, Triple time:** Delete.
 - 32. **Article 6.2.1 Meat:** *8 hours in day 40 hour week.* Delete reference to 6th day overtime in paragraph two and delete the remainder of this section.
 - 33. **Article 7.4.1:** Delete and cover meat employees under Article 7.4 (same as grocery).
 - 34. **Article 7.8 and 7.8.1:** *New Year's & Xmas let for meat cutters* Delete. *Managing Clerks*
 - 35. **Article 7.10:** Delete outdated language (clean-up).
 - 36. **Article 8.2:** Delete last sentence.
 - 37. **Article 9.1.1:** Delete (outdated language, no longer applicable).
 - 38. **Article 9.1.2:** Delete reference to Senior Head Clerk (outdated language, no longer applicable).
 - 39. **Article 9.1.4:** Open for discussion.

40. **Article 9.2 and 9.2.1:** Change to provide that previous experience shall only be granted if such previous experience was obtained at Safeway.
41. **Article 9.2.1:** Change the last sentence to read, "An Apprentice Food Clerk may perform the duties of any classification."
42. **Article 9.2.3:** Open for discussion. *Apprentice Meat Clerks*
43. **Article 9.2.4:** Add "grind" to the duties Meat Clerks may perform.
44. **Article 9.3:** Delete first sentence and items 1-9 and replace with: "Courtesy clerks may not stock, prepare, or price merchandise (except carry-backs), operate cash registers, perform office work or break down loads. This is not intended to significantly change the duties performed by Courtesy Clerks."
45. **Article 9.3.5:** Add a new second paragraph to read: "Courtesy Clerks may perform Apprentice Clerk work or Non-Food/General Merchandise Clerk work provided they are scheduled to work the entire shift in the Apprentice Clerk classification or the Non-Food/General Merchandise classification. Upon promotion, Courtesy Clerks will be credited with the total number of hours worked in the higher classifications." In conjunction with this change, delete the April 30, 1989 LOU as no longer necessary.
46. **Article 9.4:** Delete.
47. **Article 10.1.1:** Delete the second paragraph (outdated language) *xmas Day voluntary*
48. **Article 10.1.2:** Delete the second sentence of the second paragraph. *No volunteer by seniority*
49. **Article 10.1.5:** Change section title to "Holiday pay" and delete the words "for employees who work less than forty (40) hours". *Pay all on prior 6 weeks*
50. **Article 10.2:** Change the first sentence to read: "Any employee who has reported for work on his scheduled working day immediately proceeding the holiday, on the holiday (if scheduled) and his scheduled working day immediately following a recognized holiday..."
Also work on the holiday scheduled.
51. **Article 10.5:** Delete. *2x 25 yr holiday*
52. **Article 11.1.3:** Delete.
53. **Article 11.5:** Delete outdated language in first paragraph.
54. **Article 12.2:** Change to provide up to the following Employer contribution rates during the term of this Agreement, if needed to maintain a three (3) month Fund reserve: \$5.50 per hour for hours worked beginning January 2012, \$5.75 per hour for hours worked beginning January 2013 and \$6.20 per hour for hours worked beginning January 2014.
55. **Article 12.4:** Change to provide to authorize and direct the Trustees, effective April 1, 2012, to 1.) Move all current and newly eligible retirees to the Trust Funds existing retiree self-pay program, 2.) Modify plan "A" benefits to an 80/20 plan and increase coinsurance maximum to \$1,333 per person/\$4,000 per family, and 3.) Employee weekly premiums of \$9 per week employee only, \$15 per week employee and child(ren), \$21 per week employee and spouse and \$23 per week for full family coverage.
56. **Article 18:** Revise language of this Section to read the same as the Local 8 grocery contract. *Grievance and Arbitration language as Local 8*
57. **Article 20:** Term of Agreement of three (3) years.
58. **Appendix A, "Premium employees":** Delete.

59. **Appendix B, B.1:** Delete third, fourth and fifth paragraphs, *premium pay*
60. **Throughout the Agreement:** Review and discuss all references to the "former Local 839 agreement" and determine whether each reference to such language will or will not be included in the new Agreement. *Eliminate*
61. **New language:** Discuss and provide for ways the Union and Employer can jointly work with programs that allow handicapped students to gain life/work experience in our stores, without impacting the work hours of existing employees.
62. **New language:** "Should the Union enter into a new agreement, a renewal agreement, or any extension thereof, covering any grocery store(s) within the geographic area covered by this Agreement with terms which are more advantageous to such grocery store(s), the Employer party to this Agreement shall have the unilateral right to adopt any or all of the terms of such agreement."
63. **New language:** "Not more than fifty (50%) percent of the GM hours worked in a store in any week may be spent stocking food items or checking. If this percentage is exceeded the excess hours will be paid for as follows:
- The most senior Food Clerk in the store, who performed checking that week, will receive a one dollar (\$1.00) per hour premium for all compensable hours that week. If this adjustment is not enough to cover the excess hours then the same process will apply to the next senior Food Clerk and so on down the seniority list until the excess is corrected. In all circumstances the one dollar (\$1.00) per hour premium will be paid to the eligible employee for all compensable hours that week until such payment reduces the excess below the proper level.
- Replacement hours for Food Clerks who do not report as scheduled, who are on leave of absence, vacation, holiday or sick leave will not be counted toward hours in excess of the proper percentage allowed.
- It is further agreed that if the percentage is exceeded because GM employees do not report to work as scheduled, the percentage calculation will be based on the scheduled hours and not the actual hours worked that week."
64. The Employer reserves its right to add to, subtract from, or modify these proposals in any way during the course of these negotiations.