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O
RETAIL FOOD AGREEMENT

SAVE MART SUPERMARKETS/LUCKYS PROPOSALS
UFCW LOCAL'S 5 and 648
Economic Proposal #3
NOVEMBER 29, 2011 5:00 pm

1. **Modify** Section 1.3.1 by requiring only one Journeyman Meat Cutter or Apprentice Meat Cutter shall be required to be on duty each day the store is open. No current Meat Cutter or Apprentice Meat Cutter will have their hours reduced due to this agreement.
2. **Delete** 7.2.1 in its entirety. *Sunday premium*
3. **Delete** 7.2.2 (3) in its entirety and renumber.
4. **Delete** the words "fifth (5th) and" from Section 7.2.2 (4). *Holiday week*
5. **Delete** the following sentence from Section 7.5; "Any employee working thirty-two (32) straight-time hours in a holiday week, not including holiday work, shall receive not less than forty (40) hours' pay." *No 8 hour for full-time*
6. **Delete** "8.8 NIGHT PREMIUM" in its entirety.
7. **Replace** Section 10.3 with the following: "NEW EMPLOYEES/PREVIOUS EXPERIENCE: Based on the Employees industry experience, the Employer shall determine the appropriate starting rate of pay. In no case will the employee be required to work the hours for the previous steps.

Notwithstanding the above, no such retroactive wage claim shall exceed ninety-one (91) days."
8. **Modify** 10.5.1 by removing the words "face shelves."
9. **Modify** 10.8.1 by adding "grind" to the list of duties that may be performed by Meat Clerk.
10. **Eliminate** "New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day" from Section 11.1.
11. **Delete** the second paragraph of Section 11.1.1. *No holiday pay*
12. **Delete** the words "by seniority" from the third paragraph Section 11.1.1.
13. **Delete** Section 11.1.4 in its entirety.
14. **Rename** Section 11.5 to "HOLIDAY PAY" and delete the words "for employees who work less than forty (40) hour" and "except that in computing pay for the New Year's holiday, the same period of time used in computing pay for Christmas holiday shall be used".

15. **Delete 12.1 in its entirety and created new 12.1 as follows:** All employees who have been in the service of the Employer for one (1) year, twelve (12) consecutive months, shall be granted one (1) week of vacation annually with pay and shall be granted two (2) weeks of vacation annually with pay after three (3) years of continuous service with the Employer. Such employees who have been in the service of the Employer for five (5) years or more shall receive three (3) weeks' vacation annually with pay. Such employees who have been in the service of the Employer for fifteen (15) years or more shall receive four (4) weeks' vacation annually with pay. Only employees who have been in the service of the Employer for twenty (20) years or more at the time of ratification shall receive five (5) weeks' vacation annually with pay.
- For employees hired after ratification, who have been in the service of the Employer for one (1) year, twelve (12) consecutive months, shall be granted one (1) week of vacation annually with pay and shall be granted two (2) weeks of vacation annually with pay after five (5) years of continuous service with the Employer. Such employees who have been in the service for eight (8) years or more shall receive three (3) weeks of vacation annually with pay.
16. **Delete** the 2nd paragraph of 12.4. *Industry vacation*
17. **Modify** 14.2 by applying the following rates; \$5.50 an hour for hours worked beginning January 2012, \$5.75 for hours worked beginning January 2013 and \$6.20 for hours worked beginning January 2014.
18. **Modify** 14.4 by authorizing and directing the Trustees, effective April 1, 2012, to 1) Move all current and new eligible retirees to the existing retiree self pay program, 2) Modify plan "A" benefits to an 80/20 plan (increasing coinsurance maximum to \$1,333 per person/\$4,000 per family), and 3) Initiate employee weekly premiums of \$9/\$15/\$21/\$23.
19. **Modify** Appendix A by deleting A.2 and by freezing the requirements of Section A.3. *No full-time ratio - freeze*
20. **Modify** All experienced wage rates in Sections A.6.1, A.6.2, B.1 and the Pharmacy Technician Addendum by applying the October 4, 2009, experienced wage rates for the term of the new Agreement. *Roll back experienced wage rate.*
21. **Eliminate** the progression steps in Sections A.6.1, A.6.2, B.1 and the Pharmacy Technician Addendum and substitute a yearly increase of \$.25 on each employee's anniversary date of employment until such time the employee reaches the experienced rate of pay for their classification.
22. **Apply** the following starting rates: Service Specialists \$8.70, Clerks (Schedule I and Schedule II) \$9.00 and Meat Cutters \$16.00.
23. **Eliminate** the Janitorial Trainer Classification.

SAVE MART RESERVES THE RIGHT TO CHANGE, MODIFY, ADD TO OR DELETE PROPOSALS DURING THE COURSE OF NEGOTIATIONS.

RETAIL FOOD AGREEMENT

SAVE MART SUPERMARKETS/LUCKYS PROPOSALS
UFCW LOCAL 8 – GOLDEN STATE ✓
Economic Proposal #1
NOVEMBER 18, 2011

Non-Union Competitive Neutralization Provision:

The Union recognizes the need to for the Employer to be competitive. Therefore, if a non-union competitor, within 15 miles of a store, selling more than 19,500 SKU's of merchandise as defined in Section 1.2, offers wage and benefit compensation package that is inferior to the one provided by this agreement, the parties agree to meet and negotiate a wage and benefit package that is no more than 120% of the compensation paid by the non-union competitor.

If the parties are unable to reach an agreement on a package that meets those parameters within 60 days, the parties will submit the matter to an impartial arbitrator as outlined in Section 21.

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