

RETAIL FOOD AGREEMENT

SAVE MART SUPERMARKETS/LUCKYS PROPOSALS

UFCW LOCAL 5 & 648

Non-Economic Proposal #2

NOVEMBER 11, 2011

1. SECTION 1. RECOGNITION AND CONTRACT COVERAGE:

Change "1.2 CLERK'S WORK:" in its entirety to read:

1.2 CLERK'S WORK: The work covered by this Agreement shall be performed only by members of the appropriate unit as defined in Subsection 1.1 above and such work shall consist of all work services connected with or incidental to the handling or selling of all merchandise offered for sale to the public in the Employer's retail food stores ~~including the demonstration of such products,~~ but excluding:

1.2.1 Supervisory functions;

1.2.2 The Demonstration of products for sale;

1.2.23 Work of employees heretofore expressly excluded from the provisions hereof by agreement of the parties;

1.2.34 Such work as is performed within the geographical jurisdiction of this Union by a driver/salesman, merchandiser, or rack jobber engaged in servicing the retail food stores with merchandise; an outside supplier; or reset crew.

It is agreed that no Clerk (whether Schedule 1 or Schedule 2), Senior Clerk, or Meat Cutter on the payroll as of (2005 Ratification Date: Save Mart [former 588], Albertson's [former 588], Save Mart [former 1288], and Albertson's [former 1288]), shall be laid off or have his hours reduced as a direct result of the changes in the above paragraph.

1.2.45 Any employee of a supplier during (1) the reopening of a remodeled store, up until the 16th day the store is reopened for business; and, (2) the revamping or remerchandising of departments or remodeling when a store is not closed for business.

2. SECTION 4. EMPLOYMENT AND UNION MEMBERSHIP:

Change "4.3 NEW HIRES:" in its entirety to read:

4.3 NEW HIRES: Whenever new employees are hired for jobs covered by this Agreement or when employees are transferred to jobs covered by this Agreement from outside the jurisdiction of this Union, the Employer shall:

(1) Pass out and collect the Union application forms to newly hired employees. The Union application forms will be provided by the Union. The responsibility to forward the application to the Union will be the responsibility of the employee and the Employer. If the Employer undertakes to forward the application, it shall forward the application to the Union no later than forty-five (45) days from the date the new employee was hired; and

(2) Promptly notify the Union within ~~fourteen (14)~~ **thirty (30)** days of such employment, in writing, giving the date, place, and job classification of the employment and the name, ~~and address, and social security number~~ of the new employee.

RETAIL FOOD AGREEMENT

3. SECTION 5. DISCHARGE AND LAYOFF:

Change "5.2 DISCHARGE AND LAYOFF:" in its entirety to read:

5.2 PROBATION: There shall be a probationary period of ~~sixty (60)~~ **one-hundred-twenty (120)** days for all new hires. During the probationary period, a probationer may be discharged without right of appeal except if such discharge is in violation of Section 4 Employment and Union Membership, Subsection 4.5, of this Agreement or Subsection 5.1 above.

Change "5.4 WORK PERFORMANCE:" read:

5.4 WORK PERFORMANCE: The Employer shall have the right to discharge any employee for just cause. If the employee feels that he has been unjustly discharged, he shall have the right of appeal, in writing, to the Adjustment Board through action of the Union within ten (10) business days after the date of said discharge.

Despite the foregoing a, warning notice shall not be required in the case of a discharge for certain types of conduct that may warrant immediate discharge including but not limited to, the following:

- (1) Drinking intoxicants, abuse of prescription drugs or the use or possession of any illegal stimulant, depressant or hallucinogenic substance, on Company premises at any time whether on or off shift or reporting to work under the effect of intoxicants or depressants or any illegal stimulant, depressant, or hallucinogenic substance.
- (2) Immoral or illegal behavior on Company premises.
- (3) Falsifying or making unauthorized adjustments to time clock entries, including recording time for another employee.
- (4) Unauthorized possession of or willful destruction or damage to Company funds, property or merchandise.
- (5) Mishandling of Company funds, including but not limited to, failing to promptly ring each customer sale, and bunching sales without supervisor approval.
- (6) Bringing a weapon of any kind into a store.
- (7) Selling alcohol or tobacco to minors
- (8) Theft, discounting, embezzlement, willful destruction or misappropriation of Employer or Employer's customer property.
- (9) Violation of the Company's Supplemental Employment Policy
- (10) Insubordination-defined as the refusal to follow a legitimate work related order.
- (11) Threatening, intimidating or harassing (including sexual, gender or harassment of any other kind) of a co-employee, vendor or customer.
- (12) Conduct that causes physical harm or injury to a co-worker or customer, acts that endanger the safety, health, or well being of another employee or customer.
- (13) Divulging or misusing confidential information of Employer or customer not otherwise available to the public.

Change "5.4.1 WRITTEN WARNING:" in its entirety to read:

5.4.1 WRITTEN WARNING: Before a regular employee is discharged, suspended, or demoted for incompetency or failure to perform work as required, he shall receive a written warning (with a copy to the Union) and be given an opportunity to improve his work.

Notices and warnings shall become null and void after ~~six (6)~~ **twelve (12)** months from the date of issue.

RETAIL FOOD AGREEMENT

Add "5.4.2:" in its entirety to read:

5.4.2 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.)

Renumber "5.4.2 NOTIFICATION:" in its entirety to read:

5.4.2 5.4.3 NOTIFICATION: Upon severance of employment of any employee, the Employer shall, within seven (7) calendar days thereafter, notify the Union of such resignation, layoff, or discharge. If discharge is for cause, the Employer agrees to submit the reasons therefore to the Union upon request.

4. SECTION 7. HOURS, OVERTIME, AND SUNDAY PREMIUM PAY:

Change "7.1 BASIC WORKDAY AND WORKWEEK:" in its entirety to read:

7.1 BASIC WORKDAY AND WEEK: Forty (40) hours, consisting of five (5) days of eight (8) hours each in a calendar week, Sunday through Saturday, shall constitute a week's work as provided in this entire section. A day's work shall consist of eight (8) hours within nine (9) consecutive hours with one (1) full uninterrupted hour off for a meal. A one-half (½) hour lunch period for a crew, a shift of employees, or an individual employee may be implemented by mutual agreement of the Employer and the employee(s). No employee shall be required or permitted to work a split shift. All eligible employees in stores operating seven (7) days per week, will receive two (2) successive days off within each calendar week, except when an employee's request for time off or the operational needs of the Employer (e.g., for example in scheduling receiving hours or other hours in key assignments, positions, or where there are a limited number of trained employees available) makes it difficult or impracticable to so schedule. Two [2] successive days off within each calendar week will only apply to ~~all~~ members classified as full-time Senior Clerk or above, or promoted to a full-time Senior Clerk or above ~~after ratification of this agreement~~ so long as it is feasible and does not create unnecessary hours and/or shifts. All part-time employees are excluded from this provision.

Work shall not be performed without pay prior to the beginning of the scheduled working day. Work may be performed at the end of the working day in completing service to a customer which commenced prior to the end of the working day. It is understood that the checking of produce or shelf prices shall be considered as time worked.

5. SECTION 8. WORK SCHEDULE:

Change "8.4 HOLIDAY EVE:" in its entirety to read:

8.4 HOLIDAY EVE: ~~No employee shall be permitted or required to work after 7 p.m. on Christmas Eve except those employees necessary to service the customers in the store at 7 p.m. and to properly close and secure the store. This shall not apply to employees in the Liquor Department where the Liquor Department may be isolated from the Grocery Department.~~

RETAIL FOOD AGREEMENT

On **Christmas Eve** and New Year's Eve, the store shall be staffed with volunteers between 7 p.m. and 12 midnight. If insufficient employees volunteer, assignment shall be by inverse seniority.

6. SECTION 10. CLASSIFICATION OF EMPLOYEES:

Update "10. CLASSIFICATION OF EMPLOYEES:" in its entirety to read:

10.1 - PROPOSAL TO MODIFY FORTHCOMING -

Modify "10.5.5 NO REDUCTION:" in its entirety to read:

10.5.5 NO REDUCTION: The employment or continuation of employment of a Service Specialist shall not cause the replacement of an existing regular full-time or part-time Senior Clerk ~~or Apprentice Senior Clerk~~, nor shall it cause a reduction in the number of hours of work of such Clerks.

Delete "10.9 DEMONSTRATORS" in its entirety:

~~**10.9 DEMONSTRATORS:** All work connected with or incidental to the demonstration of merchandise offered for sale in the Employer's retail store (except merchandise referred to in Section 1 Recognition and Contract Coverage, Subsection 1.2, hereof as being excluded from this Agreement) shall be covered by this Agreement; and all such work shall be performed only by members of the appropriate unit as defined in Section 1 Recognition and Contract Coverage, Subsection 1.1, hereof. No Demonstrator may perform such work in the Employer's retail store unless said Demonstrator is on the payroll of the Employer and, unless the Employer, at all times, holds and exercises full control of the terms and conditions of employment of any such Demonstrators while such work is being performed in the Employer's retail store. Demonstrators shall be covered by all the terms of this Agreement, except Health and Welfare and Pension.~~

~~The hourly rate of pay for Demonstrators shall be as follows:~~

~~Effective November 9, 2007 .. twelve dollars (\$12.75)~~

7. SECTION 11. HOLIDAYS:

Modify "11.2 GOOD FRIDAY" in its entirety to read:

11.2 GOOD FRIDAY: The Employer will consider all requests for time off to attend **religious services**, ~~No employee will be refused time off between the hours of 12 noon and 3 p.m. on Good Friday for the purpose of attending religious services. An employee taking such time off will receive straight time pay for scheduled working time during this period and shall not be required or permitted to make up such time off.~~

8. SECTION 12. VACATIONS:

Change "Section 12.6.1 Granting" in its entirety to read:

Vacation periods shall be granted between January 1st and December 31st of each year. At least ten (10) days' notice of the date, of vacation shall be given each employee (except as provided in the next paragraph). When a holiday falls during an employee's paid vacation, such employee shall receive an additional day's vacation with full pay; **to be taken within thirty (30) days of said holiday.**

RETAIL FOOD AGREEMENT

Notwithstanding the above, the Employer may block or limit number of vacations (weeks and or days) granted to five (5) weeks between the months of November 1 and March 1. However, in the case of Meat Cutters, the Employer may block out five (5) weeks throughout the entire year with no more than one (1) week blocked out in any month.

For the selection of vacations, the Head Meat Cutter and Meat Cutter classifications shall be considered as one classification.

After the completion of one (1) year of employment, if the employee is scheduled to take his time off prior to his anniversary date then, in that event, a pro rata payment, based upon Company service, shall be made at that time and the additional amount will be paid at the time of his anniversary date. As long as no weeks during the vacation period are blocked out, the Employer has the right to limit the number of employees on vacation at any given time.

9. SECTION 13. GENERAL PROVISIONS:

Change "Section 13.1 SAFETY RULES:" in its entirety to read:

13.1 SAFETY RULES: Safety rules pertaining to the conduct of employees shall be conspicuously posted by the Employer in its place of business, and the Employer shall maintain in its meat department and in the store a fully equipped first-aid kit.

All first-aid kits shall be maintained so as to contain the following:

NO COTTON

- (1) 2 packages of 2" compress bandages - 4 per package
- (2) 1 package 4" compress bandage - 1 per package
- (3) 1 ammonia inhalants (10 tubes)
- (4) Tincture of methyrate swabs, 10 pkgs
- (5) 1 sterilized gauze 25 2 x 2 or equal
- (6) 1 tube burn ointment
- (7) 1 - 4" bandage scissors
- (8) 1 - 3½" tweezers
- (9) 1 tourniquet
- (10) 1 - 1 oz. dropper bottle boric acid solution for eyes
- (11) 1 roll adhesive tape ½" or 1"
- (12) First-aid manual

Industrial kit basic content, add as necessary.

Where employees are required to work after dark, the Employer shall provide the use of a lighted parking area in the immediate vicinity of the store.

Working conditions which are injurious to the health or safety of the employees shall be directed to the attention of the Employer, at which time the Employer shall immediately investigate the alleged condition, shall meet with representatives of the Union to discuss the alleged condition, and shall immediately take the necessary steps and measures to correct such condition.

Employees that are required to clean up substances that may contain blood borne pathogens will be given training in Infectious Disease Control and be provided the appropriate injury preventive equipment.

Change "Section 13.1 SPECIAL WEAR:" in its entirety to read:

13.6.1 SPECIAL WEAR: It is also understood if an employee is required by the Employer to purchase or rent a special costume or unusual clothing not part of his existing wardrobe, the Employer shall reimburse the employee for any reasonable and necessary cost involved or furnish the required costume or unusual clothing to the employee without cost for the period of time the requirement is in effect.

RETAIL FOOD AGREEMENT

In each market which utilizes the "sage" sanitation system, protective wearing apparel will be provided by the Employer with the understanding that employees using said protective apparel shall be responsible for returning it to its proper place.

Employees required to work in refrigerated rooms or in and out of cutting rooms or coolers shall be permitted to wear slacks, sweaters, or other suitable clothing to adequately protect them from cold and dampness while working in such rooms. Employees who are assigned to continuous work in freezers will not be required to remain therein more than fifty (50) minutes out of each hour.

Additionally, employees will be allowed to wear appropriate clothing to protect from the cold in accordance with the Employers Dress Code policy.

Employees who are required by the Employer to use clothing or boots other than those provided for in the preceding paragraph shall have such clothing or boots supplied by the Employer. The Employer shall provide rain jackets.

Change "Section 13.8 PAYDAY AND DEDUCTIONS:" in its entirety to read:

13.8 PAYDAY AND DEDUCTIONS: Employees shall be paid at least once each week, on Fridays ~~(will take effect 30 days after ratification circa 2007)~~. Checks will be available for pick up ~~by 8:00 AM on Friday~~ **one (1) hour after reconciliation on Friday**. The Employer shall furnish each employee with a weekly wage statement showing their name, hours of work, overtime if any, total wages paid, and list of deductions made. Employer will offer direct deposit on a voluntary basis when technologically able to do so, but the Union agrees to encourage employees who are able to take advantage of it to do so.

Extra Workers who are not paid on the next normal payday will receive their pay by mail or by direct deposit. It shall be the obligation of the Extra Worker to provide his current mailing address and/or direct deposit information to the Employer.

10. SECTION 21. ADJUSTMENT AND ARBITRATION OF DISPUTES:

Change "Section 21.5 ARBITRATOR'S RIGHT:" in its entirety to read:

21.5 ARBITRATOR'S RIGHT: The arbitrator shall not have the right to alter, amend, delete, or add to any of the terms of this Agreement. **With respect to suspension or termination of an employee for conduct listed in Section 5.4 (Conduct Subject To Immediate Discharge), the arbitrator may only determine if the grieved employee conduct occurred and if the Employer's decision as to the imposition of the discipline was arbitrary or capricious.**

ADD "Section 21." Language that speaks to Discrimination claims must go through the Arbitration Process before going to the Courts :

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

SAVE MART'S FINAL OFFER IS SUBJECT TO PRIOR REVIEW BY ITS COUNSEL AND APPROVAL BY ITS C.E.O. AND PRESIDENT.

ANY TENTATIVELY AGREED TO UNION PROPOSAL WILL ONLY FORM PART OF SAVE MART'S FINAL PROPOSAL IF THERE IS AGREEMENT BETWEEN THE PARTIES ON ALL PROPOSALS FOR A NEW AGREEMENT TO BE RECOMMENDED BY THE UNION WITHOUT RESERVATION, AND USING ITS BEST EFFORTS, FOR RATIFICATION TO ITS MEMBERS.