

SAVE MART SUPERMARKETS/LUCKYS PROPOSALS
UFCW 5, 8, 648*
October 17, 2011

Section 4.5: Add new language to read as follows: "The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure.

The Employer shall notify the Union by phone or fax and give immediate oral notice to the Steward if any Department of Homeland Security or Social Security Administration agent appears on or near the premise, or otherwise notifies the Employer of an audit of employee records, so as to enable a Union Representative or attorney to take steps to protect the rights of employees.

Notwithstanding the above, this Section shall not require the Employer to take any action prohibited by law or specifically prohibited by a government agency.

The Employer shall reinstate any employee who is absent from work due to court or agency proceedings relating to immigration matters and who returns to work within six (6) months of commencement of the absence. To be eligible for such absence the employee must initiate the court or agency proceedings within the first thirty (30) days of the absence. The Employer shall not withhold a reasonable extension of the period of absence if the request is made within a six (6) month period. The Employer may require documentation of appearance at such proceedings.

Employees shall not be discharged, disciplined or suffer losses of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or Social Security number." **(ALL)**

Section 5.2 Probation: Clarify that "sixty (60) days" starts from the first day worked in the store performing bargaining unit work in a retail setting. **(ALL)**

Section 5.4.1, 2nd paragraph: Replace "a written warning" with "two written warnings." **(ALL)**

Modify Section 6.4(3) Loss of Seniority. Increase recall rights from layoff from six (6) months or eight (8) months to twelve (12) months. **(ALL)**

Section 6.9.3: Eliminate Section and renumber. **(ALL)**

Section 6.10.4 Weekly Guarantee: Add language to provide that the most senior part-time employee in each store will be scheduled no less than thirty-five (35) hours per week and any employee with over twelve (12) years of seniority will be scheduled no less than thirty (30) hours per week. **(ALL)**

Section 7.5 Holiday Workweek: Add new sentence to read: "Part-time employees shall be scheduled to work at least their minimum hours regardless of hours they are paid for the holiday." (ALL)

Section 8.1: Modify to reflect all employees shall receive two (2) consecutive days off in each calendar week. (ALL)

Section 8.1: Add the following at the end of second sentence: "and list employees by seniority and classification and also include the total number of weekly hours scheduled by the employee." (ALL)

Section 8.1: Modify schedule posting time to 12:00 p.m. on Thursday. Total hours shall be posted on the weekly schedule by seniority, by classification. (ALL)

Section 8.1: Add new sentence to provide: "Union officials shall be given a copy of the work schedule when requested." (ALL)

Add Section 8.1.1: If the work schedule is not posted by 12:00 p.m. on Thursday of the week preceding the week in which the schedules are to become effective, an assessment in the amount of five hundred dollars (\$500) is to be paid to the UEFT. (ALL)

Section 8.3: Add the following as new paragraph: "Part-time employees will not be used on Sundays and holidays except as needed and they shall not replace full-time employees on such days." (ALL)

Section 8.5: Add the following to the last paragraph: "For all shifts that include a meal period, employees shall be entitled to a ten (10) minute break before the meal period and a ten (10) minute break after the meal period." (ALL)

Section 10.1.4: Add new paragraph as follows: "After a period of three (3) years, all Head Clerks will maintain their full-time status in the classification in which they were promoted, subsequent to relinquishing their Head Clerk status for any reason." (ALL)

Section 10.2: Add new paragraph to read: "In the absence of a Combo Bakery/Deli Manager, Bakery Manager, Service Deli Manager, or Espresso/Coffee Bar Manager, a Non-Food General Merchandise Clerk who replaces a Combo Bakery/Deli Manager, Bakery Manager, Service Deli Manager, or Espresso/Coffee Bar Manager for periods of one (1) week or more shall be paid the Combo Bakery/Deli Manager, Bakery Manager, Service Deli Manager, or Espresso/Coffee Bar Manager rate of pay." (ALL)

Section 10.5.3: Modify to clarify Service Specialists receive a minimum of a four (4) hour guarantee." (ALL)

Section 11.1.1: Add the following as new 4th paragraph: "A posting notice shall be placed in the break room of each store at least two (2) weeks preceding the week in which one of the aforementioned holidays are designated, allowing employees to sign up to work on such holiday(s). The posting notice shall contain a place for employees to sign up for holiday work and shall remain posted until the weekly work schedule containing the holiday is posted." (ALL)

Section 11.1.1, 2nd paragraph: Eliminate the words "New Year's Day, Labor Day, and Thanksgiving Day," and replace with "on any national holidays as referenced in Section 11.1. (ALL)

Section 12.4, 3rd paragraph: The Employer shall allocate health and welfare contribution hours in the specific weeks in which an employee's vacation is taken so as to minimize incidents in which such coverage is inadvertently lost. The Employer shall also make up the shortfall of monthly health and welfare contributions in situations whereby an employee's reported vacation hours are not sufficient to afford them such monthly health and welfare coverage due to a bona fide medical leave of absence in the previous year. (ALL)

Section 12.6: Modify vacation period to January 1st through December 31st. (ALL)

Section 12.9: Modify 2nd paragraph to allow employees who earn two (2) or more weeks of vacation may convert one (1) week into five (5) days. (ALL)

Section 13.1 Safety Rules: Add as 2nd paragraph: "Employees assigned to cleaning areas of the store will be provided bio hazard waste clean-up training and provided the necessary protective clothing when cleaning recognized bio hazard waste materials." (ALL)

Section 13.3: Change to reflect the following: Replace "Universal Military Training and Service Act" with "The Uniformed Services Employment and Reemployment Rights Act." (ALL)

Section 13.6: 2nd paragraph, add as last sentence: The Employer will provide at least two (2) shirts for part-time employees at the time an employee is classified as full-time they will be provided an additional two (2) shirts for a total of no less than four (4) shirts. The Employer will provide replacement shirts upon reasonable wear and tear of the shirts. (ALL)

Section 13.6.1 Special Wear: Add the following as new 5th paragraph: "Where employees deem it necessary to wear appropriate clothing to protect from the cold, they will be entitled to wear sweaters or jackets. It will be the discretion of the Employer to select the color of the sweater or jacket." (ALL)

Section 13.8: Add full time or part time to paychecks. (ALL)

Section 13.10: Replace the words "Store Representatives" with the words "Shop Steward." (ALL)

The Unions reserve the right to add to, delete from, or otherwise modify its proposals during the course of negotiations. If there is an oversight in the citing of the sections of the Unions' proposals, the Unions reserve the right to correct or modify the sections during the course of negotiations.

Section 13.10: Add to end of 3rd paragraph: Shop Stewards (Stewards) will be trained by the Union in matters pertaining to the Collective Bargaining Agreement (CBA). The Union will provide the names to the Employer of those Stewards authorized to act on behalf of the Union. Stewards may represent members in disciplinary interviews and engage in store level grievances. Stewards will be allowed to conduct reasonable investigations pertaining to matters involving Union business during their scheduled shift. Such investigations will be conducted in a manner which does not unreasonably interfere with the Employer's business. (ALL)

Section 13.10: Add as 5th paragraph, "Should an employee be notified by a representative of management that he will be subject to an investigative interview, which may lead to the employee being disciplined, the Company will advise the employee that he has the right to Union representation." (ALL)

Modify Section 13.15.1: Leaves of Absence: Increase the nonindustrial injuries leave from twelve (12) months to eighteen (18) months. (ALL)

Section 13.15.2: Leaves of Absence: Discuss and modify medical leaves of absence based on state and federal mandates. (ALL)

Section 13.16: Funeral Leave: Modify to provide three (3) days' paid leave for all full-time and part-time employees. (ALL)

Section 13.16.2: Funeral Leave: Add: Domestic partner to definition of immediate family. (ALL)

Section 14 Health & Welfare: Proposals forthcoming.

Section 15 Pension: Proposals forthcoming.

Section 21.7: Add as last sentence to 2nd paragraph, "The ninety one (91) day period will not apply in cases whereby employees did not receive appropriate wage increases resulting from management mistakes or errors." (ALL) *or Co. payroll dept.*

Section 22 Term of Agreement: Proposal forthcoming

Appendix A.3 Clerk Ratio: Clarity that Head Clerks and Department Heads are not included in the ratio count, as they are not reduced when there is a ratio correction. (ALL)

Wages for all classifications: Proposals forthcoming