

MEAT

Smith's to Union
5/10/2018
3:18 pm

May 3, 2018

Smith's Food & Drug Centers, Inc.

To

UFCW Local 1564

New Mexico Meat Agreement(s)

Smith's Food and Drug Centers, Inc. ("Smith's") makes the following proposals for new collective bargaining agreements to UFCW Local 1564. Such proposed new Agreement(s) shall be for the various New Mexico Meat Bargaining Units and shall contain the provisions of the terminating collective bargaining agreement for such bargaining unit as modified below. Smith's reserves the right to add to, delete from, amend, correct, modify, or withdraw any of the proposals contained herein for all bargaining units or for one or more specific bargaining units, at any time throughout the course of these negotiations. The withdrawal of any proposal in these negotiations shall not be used as evidence against the proponent in any arbitration or other proceeding.

1. **Section 1 – Recognition of the Union – Subsection 1.1 – Bargaining Unit** –
Delete second sentence of Paragraph (beginning with "In addition to stores....").
2. **Section 1 – Recognition of the Union – Subsection 1.2 – Bargaining Unit Work** –
Delete last two sentences of first Paragraph.
3. **Section 1 – Recognition of the Union – Subsection 1.4** –
Delete Subsection.
4. **Section 4 – Discharge and Suspension – Subsection 4.2** –
Delete and replace with the language of Subsection 4.3 of New Mexico Clerks Agreement.
5. **Section 7 – Union Affairs – Subsection 7.4** –
Replace Section 7.4 with the following: A duly authorized Representative of the Union shall have the privilege of contacting the members of the Union during working hours. Such Representative shall carry at all times credentials showing his authority, which shall be displayed at all times upon request by the Employer. The Union agrees that such Representative shall avoid all unnecessary visits during rush hours. Union Representatives are to notify the Employer or his authorized agent in the Store before contacting Employees during working hours to transact union business.

Violations of this provision, including the failure of the Union representative to timely and properly notify the manager or person in charge, will result in the revocation of the Union's right to visit the store for 90 days.
6. **Section 8 – Hours of Work – Subsection 8.8 – Overtime** –
Modify the first three paragraphs to provide: 8.8 – Over-time.

Employees required to work more than forty (40) hours in any week shall be paid for such work at one and one-half (1½) times the employee's regular straight-time rate of pay. Overtime must be authorized by the Company.

Work on the holiday shall count toward making up the forty (40) hours in computing overtime over forty (40) hours actually worked, but shall not count as a day worked as one of the four (4) days of work. It shall also not count as a day worked as one of the three (3) days of work when two (2) holidays occur in the same work week.

7. **Section 8 – Hours of Work -- Subsection 8.10 – Store Meetings** -- Clarify Subsection by adding following clause to end of first sentence: "... and the Employer shall only be obligated to pay employees for the time actually spent in such meeting."
8. **Section 9 – Seniority – Subsection 9.1(b)** – Add following language: Scheduling of employees shall be by seniority within the store, classification and department, subject to skill and ability being relatively equal.
9. **Section 9 – Seniority – Subsection 9.8(a) – Filling Vacancies** – Delete first sentence of Subsection 9.8(a)
10. **Section 12 – Job Descriptions – Subsection 12.5 – Wrapper** – Delete the first and second paragraph in subsection 12.5 and add the following:

Notwithstanding any provision to the contrary contained herein or elsewhere in this Agreement, it is expressly understood and agreed that Employees that are employed in the Meat Wrappers classifications of employment shall be permitted to perform any and all work that is covered under the terms of such Agreement with the specific exception of the initial reduction of those primal and sub-primal cuts of beef, veal, lamb or pork, as may be delivered to the Store, to retail cuts.

11. **Section 12 – Job Descriptions – Subsection 12.8/12.9 – Wall Deli Manager/Wall Deli Clerk**
Move Wall Deli work to Clerks agreement.
12. **Section 12 – Job Descriptions – Subsection 12.10** – Delete the current content of subsection 12.13 in its entirety and title "Work Between Classifications" and re-write as follows:

"Work Between Classification: It is understood that employees may perform incidental work in another classification without violating this Agreement. It is further agreed that where registers are placed within a department (including departments not covered under this Agreement and including employees of the customer service center) that the employees of such department shall be allowed to operate and handle sales of merchandise presented by customers at such register. Notwithstanding, any employee of a higher classification, including exempt management employees, can be assigned work in a lower classification without restriction. Meat and Deli employees may be temporarily assigned to assist Courtesy Clerks with Customer Service needs in the front end."

13. Section 15 – Grievance and Arbitration – Subsection 15.2 (a):

In the first sentence, change fifteen (15) days to ten (10) days.

14. Section 15 – Grievance and Arbitration – Subsection 15.4:

Add the following as the second sentence to Section 15.4: In addition to time limits set forth above, disputes relating to wages or hours of work shall be limited to a period of sixty (60) days prior to the date of the claimed infraction.

15. Section 15 – Grievance and Arbitration – Subsection 15.7 (new) –Add to Section 15 a new subsection 15.7 to read:

15.7. Remedies for Errors: If an error is made by management in the application of the provisions of this Agreement resulting in a lost work opportunity for the aggrieved employee such as scheduling and assignment of hours disputes, classification issues, and work jurisdiction matters and the affected employee immediately files a grievance, the employee shall be made whole by being permitted to work the number of hours lost. Such hours shall be above and beyond the posted schedule. The employee shall advise management anytime after the next schedule is finalized for the workweek of their desire to exercise their right to work the hours due during the workweek on the date and time determined by the employee. An aggrieved employee may not demand such remedy on an overtime or premium-pay basis if the alleged violation occurred on what would have been a straight-time day for such employee. The employee must exercise this right to work within four (4) weeks of the settlement of error with the employee or such right shall be forfeited and no further remedy shall be required.

Notwithstanding the foregoing, no remedy shall not apply in the event of an emergency or act of God. Such emergency or act of God shall be defined as circumstances beyond the control of store management, including but not limited to bad weather, accident, illness, etc. To the extent possible, the Company will attempt to call in unscheduled employees in accordance with Section 9.7 during an emergency situation.

16. Section 18 – Funeral Leave – Delete “any” in-law relationship and add “spouse’s mother or father” to list of eligible leaves.

17. Section 27 – Term of Agreement –June 10, 2018 through June 12, 2021.

18. Appendix “A” - Open

19. Letters of Agreement - Retain upon mutual agreement