

September 10, 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 comprehensive 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 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.

4. **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.
5. **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.

6. **Section 12 – Job Descriptions – Subsection 12.8/12.9 – Wall Deli Manager/Wall Deli Clerk**

Move Wall Deli work to Clerks agreement.

7. **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.”

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

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

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

10. **Appendix “A”** - Attached

11. **Letters of Agreement** - Retain upon mutual agreement

12. **Note:** Eliminate reference to Service Deli in this agreement, as this work will be covered under Clerks contract (as part of the APC).

## New Mexico Meat Agreement

### Appendix A

Provide a twenty (\$0.20) cents per hour lump sum bonus to all Meat Classifications at the Journeyperson rate or above based on straight time hours worked in the 12 months prior to ratification. The lump sum bonus will be paid thirty days after ratification.

In years 2 and 3, provide a twenty (\$0.20) cents per hour lump sum bonus to all Meat Classifications at the Journeyperson rate or above based on straight time hours worked in the 12 months prior to the bonus date. The lump sum bonus will be paid thirty days after each measurement period.