

**RIVER VALLEY CO-OP AND UFCW LOCAL 1459
COLLECTIVE BARGAINING NEGOTIATIONS
April 17, 2025**

EMPLOYER PROPOSAL NUMBER 1

PROPOSAL TO ADDRESS DISCIPLINARY PROCEDURES UNDER THE CONTRACT

1. Create New Article XIII in Collective Bargaining Agreement entitled "Employee Discipline and Corrective Action". Renumber all subsequent articles accordingly.
2. Move sentence in Section 7 from current Article XIII-Grievance Procedure ("The Co-op agrees to apply the principals of progressive discipline and just cause for any discipline issue to employees under this agreement") to become Section 1 of New Article XIII.
3. The purpose of introducing new Article is to simplify and streamline discipline as well as make it easy to identify in the CBA. New Article XIII shall read as follows:

ARTICLE XIII- DISCIPLINE AND CORRECTIVE ACTION

Section 1-

The Co-op agrees to apply the principals of progressive discipline and just cause for any discipline issue to employees under this agreement. Reference information regarding the just requirements for discipline is contained in Appendix A.

Section 2-

The following progressive discipline schedule shall be followed:

Step 1- Counseling

Step 2- Verbal warning.

Step 3- Written Warning

Step 4- A final warning and unpaid suspension of one to three (3) days

Step 5 - Termination of Employment

All copies of discipline will be forwarded to the Union

Section 3-

The progressive disciplinary steps described in Section 2 will not be applied, and employees will be subject to suspension or summary discharge, in cases of serious misconduct, such as but not

limited to gross insubordination; fraud, theft, or misappropriation of Co-op funds or property; punching in or out for another employee or any other falsification of records; vandalism; use, possession, sale, distribution, or being under the influence while at work of alcoholic beverages or drugs or other controlled substances; no call-no show; calling out without acceptable excuse or approval; possession of firearms or illegal weapons at the work place or while on duty; engaging in, abetting, or threatening violence, physical harm, or abuse of fellow employees, management, or customers; sexual harassment; harassment or discrimination based on a protected class status; or other conduct of a similar nature, seriousness, or culpability.

4. Delete the four different tracks for progressive discipline outlined in Appendix A (Second to last Paragraph of Page 31).
5. Amend first paragraph of Appendix A to reflect discussion of employee misconduct off the sales floor can only include one or more of the "supervisors" rather than just "supervisor" and to also reflect that the Human Resources Manager may not necessarily need to be part of such discussion unless circumstances dictate it to be necessary.

Proposed changes are identified below:

Discussion of employee misconduct and behavior will be conducted off the sales floor and only the employee, their **supervisors**, ~~the Human Resources manager~~ and the Union staff representative and or Union steward will be present unless the conduct and behavior is of such a nature that additional members of management or staff are needed.

6. Delete all language in Page 3 of Appendix A (Page 32 of CBA) starting with "Progressive Discipline Schedule". All language prior to such section remains in Appendix A.
 - a. This results in deletion of language making discipline stale after one year.
 - b. Progressive Discipline Steps will be reflected in new Article III. Part of this proposal also therefore includes changing from five steps before termination to four steps before termination.
 - c. Language not requiring Union to grieve early level discipline it disagrees with is also removed.

EMPLOYER PROPOSAL NUMBER 2

Article XV-Seniority Housekeeping to Incorporate MOU's

- A. Add bolded language to Article XV, Section 1, Paragraph 4:

Employees that make a lateral transfer or accept a promotion shall establish a new seniority in their new department but will retain the date of hire seniority for benefits accrual. **If an employee leaves the bargaining unit on a permanent basis, their dates of seniority hire and departmental seniority reset.**

B. Add bolded language to Article XV, Section 3, Paragraphs 5 and 6 to implement changes that were not integrated from the last contract and also pertain to MOU between the parties on February 14, 2020:

Promotional opportunities shall be posted for a minimum period of 5 calendar days, **unless the opening had previously been posted within 2 weeks.** Employees interested in being considered for such promotional opportunities may apply in writing **through Paycom** to the Human Resources department until the posting is removed.

Employees who apply, interview, and are not selected for a position will receive documented feedback from the employer.

Employees choosing to apply for and accept a position at a lower level on the wage scale shall be paid the corresponding rate of pay for that position based on their current hours of service.

If the employee's current rate of pay is at or higher than the maximum rate for the position's level on the wage scale, their compensation will be the new position's maximum rate. They will begin accruing hours toward an above-the-scale bonus on their date of hire in the new position.

Should an employee choose to apply for and accept a promotion to a position on a higher level of the wage scale, their new rate of pay will begin at the position's starting rate. If their current rate of pay is at or above the starting rate for the position, they will be compensated at the next rate that is above their current rate by at least \$1.00. They will not be eligible for a rate increase until they have completed 2080 service hours in their new position. (THIS MAY BE AMENDED PENDING OUTCOME OF COLLECTIVE BARGAINING AS UNION HAS A PROPOSAL ON THE TABLE ABOUT THIS TOPIC)

EMPLOYER PROPOSAL NUMBER 3

Amend Article XIV- Labor/Management Cooperation, Section 9 to reflect current practice follows:

Edit Article XIV, Section 9 by added bolded language and striking through current language as follows:

The Co-op and the Union agree that there shall be a Labor/Management committee created, consisting of ~~three (3)~~ **each locations'** stewards, ~~one (1)~~ **the** Union staff representative, and ~~two (2)~~ managers' committee members ~~who shall be designated, in writing, by each party to the other.~~ Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns and suggestions related to the operations of the Co-op and the Co-op's workforce, all with the aim of promoting better understanding between the Co-op and the Union.

EMPLOYER PROPOSAL NUMBER 4

Amend Article XVII-Wages Shift and Shift Premiums, Section 2 to reflect current practice

Edit Out of Scale Premium Paragraph in Article XVII Section 2 by adding bolded language and striking through current language as follows:

When an employee is scheduled to work and works for three non-consecutive (3) days or more in a shift with responsibility for the job duties of a position that is at least ~~two (2)~~ **pay one (1) pay level** or higher above the employee's current pay level, the employee will be paid \$2.00 an hour premium for all such hours worked. If an employee is scheduled to work and works three (3) non-consecutive days in two consecutive weeks (such as Thursday, Friday, Monday) and where this is the normal work schedule for the higher position, the premium will be paid.