

# LIDL

## SOMEONE ACTUALLY HAD THE GUTS TO CALL IT AN ENTERPRISE BARGAINING AGREEMENT!

**LET'S TRY TO CLEAR THINGS UP, IF IT ISN'T OBVIOUS ENOUGH, FOR SOMEONE, THE DIFFERENCE BETWEEN AN ENTERPRISE BARGAINING AGREEMENT AND THE RATIFICATION (WORSENING THEM) OF CONSOLIDATED PRACTICES**

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LAST MARCH 6, 2018 LIDL HAS, IN PART (BECAUSE SOME HAVE ACTUALLY BEEN WORSENE!) CONFIRMED PRACTICES AND CUSTOMS ALREADY RECOGNIZED BY ALMOST ALL EMPLOYEES; THE SIGNED AGREEMENT DOES NOT GUARANTEE WHAT IS CLAIMED BY THOSE SOLICITOUS SIGNATORIES AND STRENUOUS DEFENDERS WHO, THESE DAYS, WANT TO CLAIM AT ALL COSTS A VICTORY THAT ACTUALLY ASSUMES THE MEANING OF A PROFOUND DEFEAT FOR 13,000 WORKERS.

**IT DEVIATES SIGNIFICANTLY FROM WHAT WAS CLAIMED AND APPROVED BY LIDL WORKERS.**

THE RENEWAL PLATFORM APPROVED BY ALL TRADE UNION ORGANIZATIONS, CONSIDERED THEN AS "SUSTAINABLE AND RESPONSIBLE", WAS DEVELOPED ON 6 AREAS: TRADE UNION RELATIONS; HEALTH AND SAFETY; WORKING HOURS AND ORGANIZATION OF WORK AND CONSOLIDATION OF WORKING HOURS; COMPANY WELFARE; PRODUCTIVITY BONUS; CONTRACTS. THE OBTAINED RESULTS COULDN'T BE ANY FURTHER FROM THE EXPECTED OUTCOMES, BUT ALSO DISTORT THE PLATFORM'S SENSE AND DEMANDS.

**IT DOES NOT LEAD TO WAGE INCREASE FOR WORKERS**

IN A COMPANY IN WHICH PART-TIME WORKERS ARE THE CLEAR MAJORITY, AND HAVE BEEN SO IN INVOLUNTARY TERMS FOR YEARS, IF NOT DECADE; IN THE PLATFORM, WITH REGARDS TO THE TOPIC OF EXPERIMENTAL PART TIME, THE REQUEST WAS THE DEFINITION OF A SYSTEM OF CONSOLIDATION OF WORKING TIME THAT AFFECTED MANY (TOO MANY!) WORKERS WHO ARE ALREADY, SYSTEMATICALLY AND IN GREAT QUANTITY, PERFORMING ADDITIONAL WORK HOURS. THIS IS CERTAINLY NOT WHAT WAS PROVIDED IN THE MARCH 6 AGREEMENT, IN WHICH IT RATHER DEFINED A NEW PSEUDO-EXPERIMENTATION, LASTING FOR SIX MONTHS, ONLY GIVING EXTREMELY PROVISIONAL HOUR INCREASE. THESE ADDITIONAL "COMPLIMENTARY" HOURS, NOT ONLY IT IS GIVEN TO A SMALL NUMBER OF PEOPLE, BUT, QUANTITATIVELY, ARE MUCH LESS THAN THE HOURS BEING PERFORMED FOR SO MANY YEARS NOW BY THE WORKERS. THESE SAME WORK HOURS, PRIOR TO THE AGREEMENT, WERE AT LEAST BEING COMPENSATED FOR OVERTIME WORK.

**IT MAKES BALANCING PRIVATE AND WORK LIFE EVEN HARDER**

THE AGREEMENT GIVES AN UNCONTROLLED FLEXIBILITY, OR BETTER YET, A CONTROLLED ONE BY LIDL ALONE WHO EXCLUSIVELY HAS THE POSSIBILITY TO CHANGE THE TOTAL AMOUNT OF WEEKLY WORK HOURS AND THEIR SCHEDULING, WHICH IS REGULATED BY DISTRIBUTION MECHANISMS AND CRITERIA BEING SOLELY BASED ON A FULL TIME WORK.

WHEN THE CONCEPT OF PARTICIPATION IS DISTORTED, IN FAVOR OF THE COMPANY OF COURSE

IN ORDER TO BENEFIT FROM A TEMPORARY INCREASE IN WORKING HOURS, ONLY VALID FOR SIX MONTHS, THE WORKER MUST "VOLUNTARILY" ACCEPT THAT HIS WORKING TIME IS DEFINED ON A CASE-BY-CASE BASIS BY THE STORE MANAGEMENT ALONE. THIS REPRESENTS, FOR THOSE WHO HAVE SIGNED THE AGREEMENT, THE MUCH HERALDED SENSE OF BELONGING AND WORKERS PARTICIPATION INSIDE THE COMPANY.

**IT DOESN'T IMPROVE BUT ACTUALLY WORSENS WORKING CONDITIONS**

THE AGREEMENT PROVIDES THAT THE COMPANY MUST PLAN A WORK SCHEDULING ON A BI-WEEKLY BASIS; TOO BAD, THOUGH, THAT THE CONSOLIDATED COMPANY PRACTICE (SO-CALLED AXG) WAS ALREADY IMPLEMENTING A THREE-WEEK MODULE TO A SIGNIFICANT PART OF THE COMPANY'S STORES.

**ABSENCE OF A VARIABLE INCENTIVE SYSTEM, A BLATANT MISSED OPPORTUNITY** IN RECENT YEARS LIDL ITALIA, WITH ITS MORE THAN 600 STORES AND A TURNOVER OF SEVERAL BILLIONS OF EUROS, HAS HAD A TURNOVER INCREASE OF MORE THAN 40% AND HAS ACCUMULATED PROFITS FOR HUNDREDS AND HUNDREDS OF MILLIONS OF EUROS. HOWEVER, THIS NEWLY SIGNED ENTERPRISE AGREEMENT DOES NOT DEFINE IN ANY WAY OR FORM A VARIABLE INCENTIVE PROGRAM OR ANY PRODUCTION/PRODUCTIVITY PREMIUMS.

LIDL EMPLOYEES, DESPITE THE EXTRAORDINARY PERFORMANCE OF THE COMPANY (QUITE AN EXCEPTION IN THE RETAIL DISTRIBUTION SECTOR), ARE THEREFORE PAID WITH WAGES THAT ONLY CORRESPOND TO THOSE MINIMUMS PROVIDED BY THE SECTORAL BARGAINING AGREEMENT.

ULTIMATELY, THERE ARE NO OTHER WAGE PREMIUMS IN THIS SIGNED AGREEMENT THAN WHAT IS ALREADY BEING PROVIDED FOR SECTORAL PAY DIFFERENTIALS AND VOUCHERS.

**CORPORATE WELFARE: COMPLIANCE TO LEGAL REQUIREMENTS, UNILATERAL COMPANY DECISIONS AND LOTS OF UNCERTAINTY!**

MANY OF THE RULES ON CORPORATE WELFARE ARE NOTHING BUT MERE TRANSCRIPTIONS OF WHAT THE LAW ALREADY PROVIDES. AS REGARDS TO SUPPLEMENTARY HEALTH CARE, WHICH AGAIN HAS BEEN ESTABLISHED UNILATERALLY BY THE COMPANY, THERE ARE CURRENTLY NO DEFINITE HEALTH CARE SERVICES WORKERS CAN ACTUALLY ACCESS TO, SINCE ALL THE ADDITIONAL BENEFITS WILL BE GUARANTEED ONLY AFTER THE SPECIAL AGREEMENT WILL BE SIGNED WITH AN EXTERNAL INSURANCE COMPANY.

**SUNDAY WORK**

AGAIN, ANOTHER OVERRUN ADVANTAGE BY THE COMPANY! IN THE ABSENCE OF ENOUGH VOLUNTEERS FOR SUNDAY WORK, THE COMPANY WILL SINGLE HANDEDLY DO THE SCHEDULING RENDERING SUNDAY WORK OBLIGATORY FOR ITS WORKERS. WITH REGARD TO THE SO HYPED DIFFERENTIALS FOR SUNDAY WORK, AN INCREMENT OF 135%, IT IS WELL KNOWN THAT THE COMPANY HAS BEEN RECOGNIZING THIS TO ITS EMPLOYEES SINCE 2012.

**MISSIONS, NOT EVEN THE CONTINUANCE OF WHAT WAS PREVIOUSLY PROVIDED**

THIS NEWLY SIGNED AGREEMENT DOES NOT PUT ANY LIMITS TO THE REASONS FOR WHICH THE COMPANY MAY USE OF THIS TOOL, WHICH IS BEING WIDELY USED AND HEAVILY ABUSED; NOR WAS THERE ANY TRANSCRIPTION OF WHAT WAS BEING PRACTISED BEFORE BY THE COMPANY: SUCH AS WORKER'S ECONOMICAL COMPENSATION FOR EVENTS CONSISTING OF MORE THAN SIX HOURS, PROVIDING ADDITIONAL HOURS TO NORMAL WORKING HOURS NEEDED TO REACH A STORE. MOREOVER, IT IS UNCLEAR HOW MUCH OF A NOTICE A WORKER MUST HAVE BEFOREHAND OF THE TEMPORARY CHANGE IN THE WORKPLACE, NOR ARE THERE ANY IMPROVEMENTS ON KILOMETRIC ALLOWANCE GIVEN BY THE COMPANY.

**SHOPPING VOUCHERS, WHAT A VICTORY! CONSOLIDATED EMPLOYEE BENEFITS INCLUDED IN THE AGREEMENT**

IT IS ONE OF THINGS LIDL IS KNOWN FOR, UNDOUBTED, AND HAS BEEN AROUND SINCE TIME IMMEMORIAL. NOW A PROVISION HAS BEEN INCLUDED IN THE AGREEMENT THAT SIMPLY VALIDATES THE COMPANY'S WAY OF GIVING THE VOUCHERS UNILATERALLY TO ITS EMPLOYEES.

**MEETINGS WILL BE CONVENED, TO CLARIFY IN DETAIL THE GRAVITY OF THE CONTENTS OF THE UNDERSIGNED AGREEMENT AND DEFINE INITIATIVES TO ENABLE A RECOVERY OF THE DIFFICULT SITUATION**

