

**UFCW Local 1564  
Non-Economic Proposals  
To Albertson's  
May 14, 2018  
All Retail Agreements**

This first proposal submitted by UFCW Local 1564, as well as all future proposals, is based upon the following:

- A. The proposals are submitted in a "concept" format. This means that the Union is proposing that the concepts listed below be adopted by the Company. Upon the Company's agreement of a concept, the exact wording of the concept, where it will appear in the collective bargaining agreements, the correct article or section number it will be given, will be agreed to and then marked as a "tentative agreement" for all agreements.
- B. Unless specifically noted, all concept proposals are intended for all retail collective bargaining agreements throughout the State of New Mexico.
- C. Although some retail collective bargaining agreements may have a similar provision as the concept proposal, the concept proposal pertains to all Agreements.
- D. If the exact concept being proposed is already contained in an agreement, the proposal is intended for those agreements which do not contain the concept.
- E. If a concept proposed below is withdrawn by the Union but the concept is already contained in an Agreement, the withdrawal by the Union does not affect the concept or the language where it is already contained.

**RECOGNITION OF THE UNION / BARGAINING UNIT WORK**

- 1. Remove Scan Coordinators from being excluded, so they are included in the bargaining unit and can perform bargaining unit work.
- 2. Add all work or services connected with or incidental to the handling, processing and selling of merchandise.
- 3. Clarify that only two positions can be marked exempt from the claiming provisions on the weekly schedule.
- 4. The Employer agrees that no employee who is a member of another union or outside the exclusions listed above shall perform work under the jurisdiction of the Union in any classification covered in this Agreement.

**EMPLOYMENT PROCEDURES AND DUES DEDUCTIONS**

- 5. New Hire Orientation-The Employer agrees that it will permit Union representatives to attend all orientations to discuss for 30 consecutive minutes the benefits under this Agreement and of Union membership. The Employer agrees to provide the Union with 2-weeks' notice of the dates, times and locations of all orientation sessions.

6. **Work Experience.** Previous, provable, comparable work experience within the past ten (10) years from the date of present employment shall be the basis for determination of an employee's rate of pay.

a. For credit to be given, the employee must indicate the experience at the time of employment on the application for employment furnished by the employer. If requested and if it can be provided the prospective employee will furnish verification of experience. Experience shall be credited retroactive for a maximum of sixty (60) days, upon receipt of such written verification.

b. Comparable work experience shall be work of similar duties. Self-employment will not be credited.

c. Employees will receive credit for previous experience in full increments set forth in Appendix 'A' Wages.

d. Experience shall be credited retroactively for a maximum of sixty (60) days from the date of acceptance of verification which can be submitted up to one hundred twenty (120) calendar days after employment, provided previous experience has been within the last ten (10) years and has been comparable work. Claims filed after one hundred twenty (120) days from the date of employment shall be forfeited and waived and failure to provide information on the application blank will also waive any right of the employee to any future claim of experience credit for the experience so omitted.

## **UNION STORE CARD/ UNION**

7. **Union Buttons.** The Union member will have the right to wear their Union Buttons.

## **RIGHTS OF MANAGEMENT**

8. **Modify:** The Employer may require an employee to submit to a drug and alcohol test in the event of an on-the-job injury, but employee's testing positive for THC will not be subject to termination, providing they can supply a medical prescription. Employees will not be allowed to smoke or ingest before or during work such as alcohol is monitored.

## **DISCIPLINE**

9. Reduce Warnings from 12 months to six (6) months and then no effect or force after six (6) months.

10. Warning notices shall only be valid if given to the employee within seven days of the alleged incident, excluding days on vacation.

11. Delete language regarding violation of tobacco products and reduce violation of alcoholic beverages first offense to five (5) day suspension, second offense twenty-one day suspension, and third offense to termination within a twelve (12) month period.

## **GENERAL PROVISIONS / CONTRACT ENFORCEMENT**

12. The Employer agrees that workers are the Employer's most valuable resource. The Employer therefore agrees that when dealing with workers, its managers and supervisors will use all reasonable efforts to consciously regard and respect workers' feelings and self-esteem.

## **WORKING HOURS, SCHEDULING AND EMPLOYMENT**

13. The parties encourage training, but such training hours will not result in a more senior employee losing hours or an employee being under paid during cross training.

14. Full-time employees will be guaranteed full-time status of forty (40) hours per week based upon seniority and availability in each classification and department. Each store shall maintain at least \_\_\_% of its work, by classification and Seniority to a Full-time schedule. Holiday weeks will be thirty-two (32) hours for Full-time.

15. Overtime. Modify to include sixth day (Friday and/or Saturday) at time and one-half (1 ½) for all hours worked on sixth or seventh day.

16. The employer shall maximize daily shifts of up to eight (8) hours per day and (40) hours per week to provide at least \_\_\_% of the work force as possible. Scheduling of employees shall be by seniority within the store, classification and department. Notwithstanding anything else, the Employer shall maximize daily and weekly schedules, in order of seniority, up to eight (8) hours per day and forty (40) hours per week, based upon the available hours as determined weekly by management. The employer shall anticipate in good faith the amount of work needed and make every effort to schedule such hours for the upcoming week.

17. Rest Periods. Employees shall be granted rest periods based on the number of hours scheduled during a workday.

0 to less than 4 hours	one 15 minute uninterrupted rest period
4 to less than 6 hours	one 20 minute uninterrupted rest period
6 to less than 8 hours	one 25 minute uninterrupted rest period
8 hours	one 30 minute or two 15 minute uninterrupted rest periods
Each 2 hours after 8 hour shift	additional 15 minute uninterrupted rest period

18. Change posting of work schedule from Friday to Wednesday. Specific days off request will be due no later than 12:00 noon on Monday.

19. Modify current language regarding Store meetings to include time and one half for all meetings held without being scheduled on the work schedule.

## **WAGE RATES AND CLASSIFICATIONS**

Full economic proposal at a later time.

20. Modify Mileage reimbursement to also include home deliveries from Employer's Travel Time and Mileage Reimbursement Policy to IRS guidelines and rates. Employees may decline to use their own personal vehicle without being issued discipline of any kind.

## **SENIORITY**

21. Revise as follows: Supervisors and employees of other subsidies operated by Employer but not belonging to UFCW 1564 will not be allowed to bridge seniority for scheduling purposes. Time however will be counted for purposes of vacation, holidays, prior experience and benefits.

22. Claiming- Open

## **REGISTER SHORTAGES / MISCELLANEOUS**

23. No employee shall be allowed or required to operate more than one cash drawer at any time.

## **LEAVE OF ABSENCE**

24. Illness or Injury. Extend the one year's total leave to twenty-four (24) months total leave.

## **GRIEVANCE AND ARBITRATION**

25. Modify to allow Step One discussion no more than 14 days, and Step two delivered within 14 days of the date of Step One discussion.

26. Modify by deleting the following: shall reduce such award by all earnings, including unemployment compensation received by the aggrieved party during the period of the award.

## **HEALTH AND WELFARE**

27. The Parties come to an agreement on wording that is no longer relevant and has no future bearing since the merger with Arizona Health Fund has been consummated.

## **STORE CLOSING**

28. If the Employer provides the Union with evidence demonstrating that the Employer's financial status or profitability in a facility or store makes it necessary to

close the facility or store, the Employer may request that the parties discuss possible modifications of this Agreement necessary to keep the Employer from closing the facility or store. To decide whether to agree to the Employer's request and, if the Union does, to assess the Employer's proposals, the Employer agrees to provide the Union with all information and documents relevant to the Employer's financial status or profitability, and the value of any modification at the Union's request.

(a). If the parties agree to modify the Agreement, the parties will describe all modifications in a separate agreement, along with a process to have such modifications reversed.

## **Technological Change-**

Delete and replace

29. The parties recognize that automated equipment and technology is now available for the Retail Food Industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time, the Union recognizes that the Employer has the right to avail itself of modern technology with this common objective, the parties agree that in the event the Employer introduces major technological change which for the purpose of this Section is defined a electronic price marking, electronic scanner, and any electronic or automated device or machine which would have a direct material Impact affecting Bargaining Unit work, sixty (60) days advance notice of such change will be given to the Union. In addition, the parties agree:

- (a) The Employer has the right to install such equipment
- (b) Any training or necessary retraining will be furnished expense free by the Employer to affected employees.
- (c) No employee will be laid off as a result of such technology. In the event employees are displaced by such installation, the employee may elect to be transferred, retrained or if eligible elect severance pay.
- (d) If an employee is not re-trained, transferred or elect severance and would be displaced as a direct result of major technological change, as defined above, then the employees would qualify for separation pay, if:
  - 1. The employee has two (2) or more years of continuous service.
  - 2. Does not refuse a transfer within a twenty-five (25) mile radius.
  - 3. Does not refuse to be re-trained.
  - 4. Such action does not occur more than (1) year from date of installation
  - 5. Does not voluntarily terminate employment.
- (e) Severance pay would be paid at the rate of one (1) week's pay for each year of service in excess of two (2) years not to exceed eight (8) weeks.
- (f) Severance pay would equate the average number of hours worked the fifty-two (52) weeks preceding displacement.

## **Letter of Understanding**

30. Delete Letter of Understanding pertaining to the new Service Operations Manager position being exempt and exempt from the hours claiming provisions.

UFCW Local 1564 reserves the right to alter, modify or withdraw any of the above proposals or others made in the future during the course of negotiations. It also reserves the right to offer additional proposals. All other terms and conditions of the various current collective bargaining agreements not effected by the Union's proposals shall remain the same in the various successor Agreements. The presentation or withdrawal of any proposal during these negotiations shall not be used as evidence against the proponent in any grievance, arbitration or other proceeding.