

**UFCW Local 1564
Albertson's
Non-Economic Proposals
July 31, 2018
All Meat Agreements**

This first non-economic 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 agreement, 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 meat collective bargaining agreements throughout the State of New Mexico.
- C. Although some meat 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- E. If a concept proposed below is withdrawn by the Union but the concept is already contained in an Agreement, the withdrawal by the Union does not affect the concept or the language where it is already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

- ~~1. 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 two (2) weeks' notice of the dates, times and locations of all orientation sessions.~~
- 1. Letter of Understanding- Add the following sentence to this Letter; Albertson's believes it has a good faith working relationship with UFCW 1564 and will not to present any anti-union propaganda during new hire orientation's, such as films, power point, literature etc. to discourage Union affiliation. This only applies to stores under Union contract.
- ~~2. The Employer agrees not to subcontract work.—Union Withdraws this proposal~~

EMPLOYMENT PROCEDURES AND DUES DEDUCTIONS

- 3. Modify agreement by removing language that allows a prospective employee to waive prior experience for determining wage rate.

4. 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 AFFAIRS

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

JOB DESCRIPTIONS

6. Classifications (all agreements) - Assistant Head Meat cutter-

If an Assistant Head Meat Cutter is working more hours in a week than a more senior part-time meat cutter, the senior meat cutter will also be allowed to work the same amount of hours as the Assistant Head Meat Cutter.

DISCIPLINE / DISCHARGE AND SUSPENSION

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

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

SENIORITY

9. Add- Asst Head Meatcutter- The Head Meatcutter *and Asst Head Meatcutter* will retain ~~his~~ **their** original seniority date when ~~he~~ **they** return to the Journeyman Meatcutter classification.

HOLIDAYS

Modify language so no minimum hour requirement is required for non-probationary part-timers to receive Holidays.

UNION AFFAIRS

10. Stewards shall be allowed to investigate and resolve grievances during working hours without loss of pay or benefits for up to two hours each month.

LEAVE OF ABSENCE

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

HOURS OF WORK, SCHEDULING AND EMPLOYMENT

12. The Employer agrees to maintain or have ___% of Full-time jobs in the Meat Dept.

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

14. 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 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

15. All hours worked outside of the original posted hours will be paid for at one and one-half times their basic straight-time rate of pay, except in the case of an illness.

16. Change posting of work schedule to 12:00 noon on Wednesday. If work schedule is not posted in accordance with this agreement, the employee can opt to work the prior week schedule or the late posted schedule when it is finally posted.

17. Add- Meat Cutters and Meat Wrappers called in to work will be for a minimum of 6 hours of work or pay in lieu thereof.

WAGE RATES AND CLASSIFICATIONS

Full economic proposal at a later time.

18. Modify Mileage reimbursement 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.

GRIEVANCE AND ARBITRATION

19. 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.

20. 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

21. 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.

T/A

PENSION

22. Economics

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.