

## COMPANY'S PROPOSAL (1)

### ALBERTSONS COMPANIES

### NEW MEXICO

### MEAT AGREEMENTS

With

### UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1564

June 5, 2018

Albertsons Companies ("Company") makes the following proposal for new collective bargaining agreements with UFCW Local 1564 ("Union"). The proposed changes will apply to all other meat bargaining units in New Mexico, to the extent possible, which shall contain the provisions of the terminating collective bargaining agreements as modified below. This proposal is based on the parties' 2014 to 2017 Meat CBA covering Stores #905 and #915 operated under the United Supermarkets banner. Parties agree to negotiate in good faith after reaching a tentative agreement to apply the terms of that agreement to similar provisions of the rest of the parties' meat CBAs in NM. The Company reserves all rights to add, delete, or otherwise modify these proposals at any time during the course of these negotiations as to all such bargaining units or for one or more specific bargaining units. The withdrawal or modification of any proposal during these negotiations shall not be used as evidence against the proponent in any subsequent arbitration or proceeding.

#### Article 2 Job Descriptions

Section 2 – Assistant Head Meatcutter      The **Assistant Head** ~~assistant head~~ Meatcutter would have responsibility for the department in **the** absence of the **Head** ~~head~~ Meatcutter. When openings occur for Assistant Head Meatcutter positions, Journeyman Meatcutters shall be given first consideration provided they have requested such promotion in writing. The decision to promote shall be based upon the Employer's assessment of the employee's judgment, skills, ability, and other qualifications.

If an Assistant Head Meatcutter is ~~working~~ **scheduled for forty hours or more in a week or more**, then a more senior part-time meat cutter in that department, **if there is one available**, will also be scheduled **for a minimum of forty hours**. ~~Albertson's will meet with the union every nine months to review solely issues relating to the Assistant Head Meatcutter scheduling.~~

## Article 3 Hours of Work

Section 2: A full-time employee is defined as an employee who has been paid forty (40) hours or more for six (6) consecutive weeks, regardless of store location, while the employee is assigned to this bargaining unit. Hours paid shall include pay for ~~vacation~~, holiday, jury duty and funeral leave. **Any week that contains vacation time is not to be counted as part of the six (6) consecutive weeks and should not be deemed as a break of the count towards the six (6) consecutive weeks.** A full-time employee will remain full-time until he or she separates from the Company or has been paid less than forty (40) hours in six (6) consecutive weeks, regardless of the store location while the employee is assigned to his bargaining unit. Hours paid shall include pay for ~~vacation~~, holiday, jury duty and funeral leave. Employees who meet the definition herein on the date of this Agreement is ratified shall be considered full-time. **Any week that contains vacation time is not to be counted as part of the six (6) consecutive weeks and should not be deemed as a break of the count towards the six (6) consecutive weeks.**

Section 3 **(For Bargaining Units which have an earlier deadline)** - A work schedule for the succeeding week shall be posted in the market not later than **noon** on Friday of the current week. ...

Section 13 Employees, with exception of Apprentices who must be worked on all jobs, who perform the work and assume **all** the responsibilities of a ~~higher paid classification~~ **Head Meatcutter**, shall receive the **scheduled pay schedule for such higher paid classification of a Head Meatcutter** while performing the work and assuming their responsibilities for a period of more than ~~two (2)~~ **three (3) workdays**.

## Article 7 Grievance Procedures

Section 5: At any Step in this grievance procedure, the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance complaint, ~~difficulty~~, or dispute further if in the judgment of the Executive Board such grievance or dispute lacks merits or lacks justification under the terms of this Agreement ~~to the satisfaction of the Union's Executive Board.~~

## Section 8 Seniority

Section 12: Associates at these new bargaining units will not be allowed to use their seniority to take schedules from associates in other bargaining units, to bump if there are any layoffs or closing, etc. Associates at existing Albertsons stores and bargaining units will likewise not be allowed to use their seniority to ~~do~~ **do the same** in these new bargaining units.

## Section 9 Leaves of Absence

9.1.f Union Leave. Upon written request of at least four (4) weeks in advance of the actual leave, a one Leave of Absence without pay for Union business, not to exceed six (6) months, will be granted by the Employer to each employees who have has completed one (1) year of service or more. This leave may be extended by mutual agreement between the Company and the Union for by an additional six months. An employee on a Union Leave of Absence may receive pay from the Union.

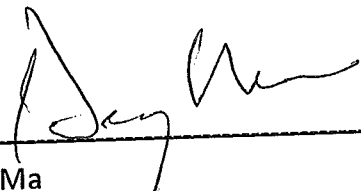
Article 16 Management Rights

The Employer may require an employee to submit to a drug and alcohol test in the event of an on-the-job injury or reasonable suspicion of impairment.

Exhibit I Current Practice for Election of Arbitrators

(Second Paragraph) Because of this change in the selection process, the Union does not request a panel from the Federal Mediation and Conciliation Service when it desires to arbitrate a grievance. It makes that request of the Company. For each such grievance the Company and the Union then generate a panel of seven arbitrators from the pool of 40 by meeting at the offices of the Company's counsel to run a random number generator program (Matchbook+). That program randomly selects seven numbers from 1 to 40. By matching those numbers to the numbers assigned to the arbitrators, the panel members for each grievance are identified.

Economics: To be proposed at a later date.



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