

## COMPANY'S PROPOSAL (1)

### ALBERTSONS COMPANIES

### NEW MEXICO

### CLERK AGREEMENTS

With

### UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1564

June 4, 2018

Albertsons Companies ("Company") makes the following proposal for new collective bargaining agreements with UFCW Local 1564 ("Union"). Such proposed new agreements will apply to all other clerks 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 2018 Clerk CBA covering Store #905 operated by United Supermarkets. 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' clerks 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 5 Discharge and Discrimination

5.6 If an employee feels that he has been unjustly discharged, he shall have the right to appeal pursuant to the Arbitration and Grievance procedure as provided for in ~~Section~~ **Article 17** of this Agreement.

#### Article 8 Rights of Management

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

#### Article 9 Working Hours and Overtime

9.1 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 the 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 with vacation pay shall not count as one of the six (6) consecutive weeks and shall not be deemed as a break in the counting towards the six (6) consecutive weeks.** Employees who meet the definition herein on the date of this Agreement is ratified shall be considered full-time.

9.2 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 this bargaining unit. Hours paid shall include pay for ~~vacation~~, holiday, jury duty and funeral leave. **Any week with vacation pay shall not count as one of the six (6) consecutive weeks and shall not be deemed as a break in the counting towards the six (6) consecutive weeks.**

9.13 Work Schedule. It is agreed that the Employer shall post a work schedule, in ink, in a conspicuous place by **twelve (12:00) noon (Note: Only for any contract that has an earlier deadline)** on Friday of each workweek for the following week for all employees.

(a) All employees listed on the schedule will be provided the work or pay for the hours posted; provided they report to work as scheduled, **is available and can work the hours.**

(no change to the other sub-sections).

## Article 11 Wages

11.5 Courtesy Clerks. A Courtesy Clerk is an employee limited to the performance of the following duties:

1. Bag and carry out bags, and/or boxes containing the customer's purchases after they have been bagged and/or boxed to the customer's vehicle.
2. General cleanup duties.
3. Collect and line up pushcarts and return them to the store from the parking lot.
4. Keep the sidewalk and parking area orderly and free from refuse.
5. Crating empty bottles.
6. Sweeping.
7. Assist the customer in handling his or her purchases.
8. Mopping and waxing.
9. Check call prices.
10. Return merchandise to shelves.
11. Water and cover produce at closing time.
12. Facing/conditioning shelves and cases.
13. Removing merchandize from a shelf which is abandoned or damaged.

- 14. Hanging signs.
- 15. **Filling balloons.**

## Section 15 Seniority

15.7 Available Hours – All part-time clerk and courtesy clerk work available shall be offered to the part-time clerks and courtesy clerks in their respective classifications and store, in accordance with their seniority, subject to their **availability and** ability to perform the work relatively equal.

A part-time Clerk and Courtesy Clerk can exercise their seniority to claim work hours for which they are available **and able to perform** up to and including eight (8) hours a day and forty (40) straight-time hours per week. Claims shall be made to the Store Director or his designee. If the claim is legitimate, the schedule may be changed to reflect the claim. When an employee claims the hours of another employee, the hours of the claiming employee shall be assumed by the employee whose hours are claimed, if any.

- a. A claim may only be made for the total hours of another shift **if it gives the claiming employee more scheduled hours for the day.** No fraction of such other shift shall be carved out to add to the shift of the claiming employee.
- b. A claim may be made of another shift with the result being that the employee who has had his shift claimed ends up with no hours for the day in question.
- c. Such employee shall make their claim no later than 12:00 noon of the calendar day following the posting of the work schedule.
- d. An employee may not claim a daily shift for which a premium is paid, or as a result of the claim, a premium or over-time would be required by other provisions of this Agreement, (except for night premium), **on any day(s) he or she is serving a suspension,** and may not make a claim for forty (40) hours in six (6) days, except however, an entire weekly schedule may be claimed which included premium pay if such schedule contains more hours that were originally scheduled and the claim does not result in overtime pay.

## Section 17 Grievance and Arbitration

17.5 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 merit or lacks justification under the terms of this Agreement ~~to the satisfaction of the Union's Executive Board.~~

Section 20 Leaves of Absence

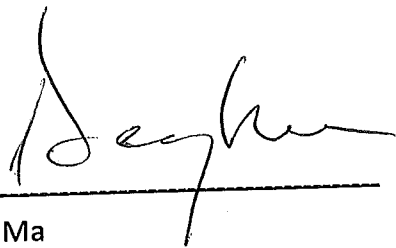
20.1.f Union Leave. Upon written request of at least four weeks in advance of the actual leave, ~~a one~~ Leave of Absence without pay for Union business, not to exceed six (6) months, will be granted by the Employer to each employees who ~~have~~ has completed one (1) year of service or more. This leave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

20.3 Employees shall be allowed time off without pay for purposes of attending Agreement negotiations, arbitrations, or for Union meetings and conventions. Such leave shall be granted to no more than one employee per store, not to exceed one (1) week; provided, notice for such leave is given to the Employer at leave two (2) weeks in advance of the actual leave sufficient to provide adequate replacement for the employee to be on leave.

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.



Danny Ma  
VP, Labor Relations