

Jewel Food Stores & Teamsters Local 710  
Company Proposals  
January 22, 2016

**Drivers/Dispatchers/Load Planner**

**Proposal to amend the Warehouse Collective Bargaining Agreement between Jewel Food Stores and Teamsters Local 710 dated August 1, 2012 through March 6, 2016**

These proposals are offered by Jewel Food Stores in a good faith effort to reach a negotiated successor contract to its current collective bargaining agreement with TEAMSTERS Local 710. The Company reserves the right to add to, subtract from or modify the terms of this proposal until such time as this proposal is ratified by the union membership. Any proposals that are withdrawn by the Company during the course of Negotiations shall not be introduced as evidence or have any effect in any future bargaining grievance or arbitration hearing. An Employer proposal or any withdrawal or modification of a proposal does not constitute a waiver by the Employer or any of its present rights. All proposals are made without prejudice.

**NON-ECONOMIC PROPOSALS**

**Proposal 1: HOUSEKEEPING**

Date of Execution: MODIFY AS FOLLOWS: This Agreement made and entered into by and between JEWEL FOOD STORES, INC., hereinafter referred to as the "Employer", and Highway Drivers, Dockman, Spotters, Rampman, Meat, Packing House and Allied Products Drivers and Helpers, Office Workers and Miscellaneous Employees Local Union No. 710 Affiliated with the International Brotherhood of Teamsters hereinafter referred to as the "Union", this ~~August 1, 2012~~ March 7, 2016.

[PARTIES HAVE REACHED A TENTATIVE AGREEMENT SUBJECT TO AN AGREEMENT ON THE ECONOMIC TERMS]: Section 1.3 Employee's Job Security: UPDATE THE AUGUST 1, 2012 THROUGH MARH 6, 2016 WITH THE TERM OF NEW LABOR AGREEMENT [COMPANY PROPOSES A FIVE YEAR AGREEMENT].

Article 7, Section 7.3(8): MODIFY AS FOLLOWS: Any employee who is laid off, quits or discharged and who has put in his qualifying 1,400 ~~1,250~~ straight time hours, since his last anniversary date shall receive the vacation pay due him, if any, within two weeks of the date of layoff, quitting or discharge.

Article 9, Section 9.1A.2: Employees will only be entitled to single coverage after ninety (90) days of service ~~as may be required by PPACA~~ provided they average 28 hours of pay per week and during the semi-annual qualifying periods for each year at which time they are entitled to dependent coverage.

... If allowed by PPACA, the Employer may adopt an annual qualifying process (rather than semi-annual qualifying process) for 20% employees not working 30 or more hours

Appendix A: Section A.1 Wage Rates DELETE FOLLOWING LANGUAGE: A contract Ratification bonus to \$500 shall be paid to eligible employees who are actively employed with the employer (not on leave) in the payroll week when such payment is made by the Employer.

[TENTATIVE AGREEMENT]: Appendix A – 2014 Payroll year Lump Sum Payment: DELETE

Appendix A – Cost of Living Lump Sum Wage Adjustment: DELETE

**Proposal #2: Section 4.4 –Overtime and Other Premium Pay**

PROPOSALS WITHDRAWN 1/22/16

**Proposal #3: Section 6.1 – National Holidays**

All who qualify shall receive eight (8) hours' pay at straight time, including night shift premium when applicable, or ten (10) hours per holiday for employees working a 4 day, 10 hour per day bid week in the holiday week for the following holidays without having to work the holiday:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

As used in this Article, the observed holiday means the actual calendar date of the holiday.

As used in this Article and in Section 4.4, the legally observed holiday means the actual calendar date of the holiday ~~the day nationally observed as the holiday.~~

...

**Proposal #4: Section 6.4 – Personal Days Off**

PROPSOSAL WITHDRAWN 1/22/16

**Proposal #5: Section 7.3(3) Vacation**

Vacation Pay for 20% Employees: Vacation Pay for 20% employees shall be straight time pay calculated based upon the average weekly straight time hours worked in the prior calendar year ~~forty (40) hours of straight time vacation pay.~~

**Proposal #6: Section 7.3(9) Vacation**

DELETE PARAGRAPH IN ITS ENTIRETY

**Proposal #7: Section 8.2 – Trial Period**

PROPOSAL WITHDRAWN 1/22/16

**Proposal #8: Section 8.4 – Termination of Seniority**

PROPOSAL WITHDRAWN 1/22/16

**Proposal #9: Article 14 -Term**

Except as the context of a provision shall provide otherwise, this Agreement shall become effective at 12:01 a.m. March 7, 2016 and shall expire 11:59 pm. March 6, 2021.

**ECONOMIC PROPOSALS**

**Proposal #10: Appendix A – Wage Rates – Top of Scale Wage Increase – Drivers/Spotters, Dispatchers and Load Planners**

~~Top of scale employees shall receive a \$0.25 per hour wage increase effective the Monday March 2, 2015 for a contractual duration through Sunday March 6, 2016 at 11:59:59.~~

The following wage increases shall be effective on the dates indicated for those employees at top of scale as of the date noted herein.

<u>March 7, 2016 or upon ratification whichever is later:</u>	<u>\$0.35/hr</u>
<u>March 7, 2017 or 1 year after ratification whichever is later:</u>	<u>\$0.25/hr</u>
<u>March 7, 2018 or 2 years after ratification whichever is later:</u>	<u>\$0.30/hr</u>
<u>March 7, 2019 or 3 years after ratification whichever is later:</u>	<u>\$0.25/hr</u>
<u>March 7, 2020 or 4 years after ratification whichever is later:</u>	<u>\$0.40/hr</u>

...

Effective March 7, 2016 or upon ratification, whichever is later, Dispatchers and/or Load Planners (excluding 20% employees) hired on or after August 1, 2012 shall be paid the following minimum rates: ~~\$15.00~~ \$15.30 start, a \$0.25/hr increase ~~each 6 full months of completed service~~ after 60 full days of completed service, another \$0.25/hr increase after one full year of completed service, and then another \$0.50/hr each successive full year of service up to a ~~\$18.00~~ \$18.80 maximum rate.

20% Dispatcher and/or Load Planners: ~~\$13.00~~ \$13.50

**Company Proposals #11: Article IX – Section 9.1 – Health & Welfare**

A. ... The weekly contribution rates are as follows:

Normal Health Plan	<del>1/1/2015</del> <u>3/7/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>
Single Coverage	\$17.50	+\$4.00	+\$2.00	+\$2.00	+\$2.00
Dual Coverage	\$30.00	+\$6.00	+\$3.00	+\$3.00	+\$3.00
Family Coverage	\$42.50	+\$10.00	+\$5.00	+\$5.00	+\$5.00
Dental Plan	<del>1/1/2015</del> <u>3/7/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>
Single Coverage	\$1.50	+\$0.10	+Zero	+\$0.10	+Zero
Dual Coverage	\$3.00	+\$0.25	+Zero	+\$0.25	+Zero
Family Coverage	\$4.50	+\$0.50	+Zero	+\$0.50	+Zero
Vision Plan	<del>1/1/2015</del> <u>3/7/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>
Single Coverage	\$0.30	+\$0.05	+Zero	+Zero	+\$0.05
Dual Coverage	\$0.60	+\$0.10	+Zero	+Zero	+\$0.10
Family Coverage	\$0.90	+\$0.15	+Zero	+Zero	+\$0.15

### **COMPANY COUNTER PROPOSALS TO UNION PROPOSALS**

TENTATIVE AGREEMENT ON UNION HOUSEKEEPING ITEMS AS OUTLINED IN HIGHLIGHTED CONTRACT PRESENTED ON 1/20/2016

#### **Letter of Understanding Saturday and Sunday Work Posting**

...Employees with right of first refusal who have signed up for Saturday or Sunday work will be allowed on ~~two~~ three (3) separate occasions in a rolling 12 month period to withdraw their name after the schedule has been posted. ...