

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

Warehouse

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 Any proposals that are withdrawn by the Company during the course of Negotiations shall not be introduced as evidence or have any effect in any future bargaining grievance or arbitration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 TERM OF NEW LABOR AGREEMENT. [COMPANY PROPOSES A FIVE YEAR AGREEMENT].

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 per week.

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

Pgs. 53 – 58 (Letter of Understandings): Update acceptance date to March 7, 2016.

Proposal #2: Section 4.6 B (1)(2) & 4.6 C B (1) (2)

4.6 B Extra Day Premium: Extra day work will be offered as follows to employees and/or operations within the following buildings and or operations

- A. Building A
- B. Fresh Food Perishable and Fresh Food Frozen Building

...

4.6 C Extra Day Premium Work – Application: Extra day work will be offered as follows to employees and/or operations within the following buildings and or operations

- A. Building A
- B. Fresh Food Perishable and Fresh Food Frozen Building

...

Proposal #3: Section 4.8 Productivity:

AMENDED PROPOSAL

MODIFY AS FOLLOWS: “It is agreed between the parties that productivity is based upon ~~90~~ 93% per day and ~~95~~ 100% weekly, not ~~95~~ 100% per store. No productivity warning will be given if: (1) an employee works less than ~~four~~ two hours on a standard job on any given day.

Proposal #4 Section 6.1 – National Holidays

All full-time employees 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 (referred to as “holiday pay” in this Agreement) for the following holidays without having to work on the holiday (~~or the days legally observed in lieu thereof~~) ~~not worked~~:

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.

~~Where a day or night is observed by a group or shift of employees in lieu of the legally observed holiday, the legally observed holiday shall be considered a regular workday if scheduled. Effective April 1, 1992 Only hours actually worked on the legal actual holiday between 12:01 am through 11:59 pm will be compensated at double time for those employees entitled to double time on the holiday. Double time holiday pay will not be paid at any other time.~~

Proposal #5: Section 6.5 – Personal Days Off – 20% Employees

PROPOSAL WITHDRAWN 1/22/16

Proposal #6: Section 7.3(3) Vacation

(3) MODIFY AS FOLLOWS: Vacation Pay for Employees hired on or after April 1, 1982: ~~Effective 1/1/89, For 80% employees,~~ a week's vacation pay for such employees hired on or after 4/1/82 shall be forty (40) hours straight time pay, including night shift premium when applicable, for each week of vacation entitlement at the employee's rate of pay at the time vacation is taken. For all 20% employees, a week's vacation pay shall be straight time pay calculated based upon the average weekly straight time hours worked in the prior calendar year. This straight time vacation pay shall include night shift premium where applicable.

...

Proposal #7: Section 7.3(9) Vacation

DELETE PARAGRAPH IN ITS ENTIRETY

Proposal #8: Section 8.2 – Trial Period

PROPOSAL WITHDRAWN 1/22/16

Proposal #9: Section 8.4 – Termination of Seniority

PROPSOSAL WITHDRAWN 1/22/16

Proposal #10: Section 8.8 – Seniority for Promotions and Transfers

MODIFY LAST PARAGRAPH IN SECTION AS FOLLOWS:

...If after 30 days calendar days the employee determines he does not want the bid job or is disqualified, he will be returned to the closest open base rate position. . . .

Proposal #11: Section 8.9 – Working Foreman: Bids; Selection; Duties

MODIFY AS FOLLOWS:

The Employer agrees to post for bid working foreman jobs. ~~The Employer shall recognize seniority of the bidders in the selection process.~~ [REMAINING PORTION OF THE PARAGRAPH REMAINS UNCHANGED.]

Proposal #12: Section 8.11 – Janitor Jobs: Bids, Selections, Duties

MODIFY AS FOLLOWS:

...Daily Weekly bids shall be by seniority at the start of the shift only prior to the first shift of the work week.

Proposal #13: Add New Section 8.14 – 20% Promotional Language

When the need to increase the number of 80% positions exists, 20% Promotional bids will be posted by location and shift. The schedules will be determined by management to satisfy staffing needs at each of these locations, by shift. Only 20% employees will be eligible to bid on the posted positions at their location and shift.

Once the 20% promotional bid process has been completed, the company will review the potential impact it had on the 80% group schedules in each of the location / shifts. If requested by the union steward, the company will have the 80% group within the location / shift re-preference their schedules by seniority.

Proposal #14: 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.

Proposal #15: Appendix B – Attendance Policy

PROPOSAL WITHDRAWN 1/22/16

Proposal #16: Letter of Understanding – Replacement Language

MODIFY AS FOLLOWS

After all Jewel Warehouse Employees have been utilized in accordance with the contract (which does not include a guarantee of five day per work week or a 40 hours per week but only 8 hours per day for 20% employees), Jewel may utilize replacement workers to cover absences . . .

ECONOMIC PROPOSALS

Proposal #17: Appendix A – Wage Rates – Top of Scale Wage Increase

~~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>

...

Employees hired on or after 4/28/91 shall progress through below stated schedule except Janitors and Salvage/Recoup shall progress and thereafter top out after 54 months to the top Janitor rate after 4/1/82 and top Salvage/Recoup rate provided above:

Effective 8/1/12 March 7, 2016 or upon ratification whichever is later

0 – 6 months:	\$16.566	<u>\$16.75</u>
7 – 12 months:	\$16.987	<u>\$17.25</u>
13 – 18 months:	\$17.407	<u>\$17.75</u>
19 – 24 months:	\$17.829	<u>\$18.15</u>
25 – 30 months:	\$18.249	<u>\$18.60</u>
31 – 36 months:	\$18.670	<u>\$19.00</u>
37 – 42 months:	\$19.090	<u>\$19.45</u>
43 – 48 months:	\$19.511	<u>\$19.85</u>
49 – 54 months:	\$19.931	<u>\$20.35</u>
55 – 60 months:	\$20.352	<u>\$20.75</u>
61 plus months:	\$23.974	<u>\$23.974</u>

...

Company Proposal #18 – Appendix A – Employees Hired on or after August 1, 2012 Wages Rates:

Effective March 7, 2016 or upon ratification, whichever is later, employees hired on or after August 1, 2012 shall be paid the following minimum rates:

Trailer Sanitors: ~~\$13.00~~ \$13.30 start, a \$0.20/hr increase each 6 full months of completed service after 60 full days of completed service, another \$0.20/hr increase after one full year of completed service, and then an additional \$0.40/hr increase each successive full year of service up to a ~~\$14.00~~ \$15.30 maximum rate.

Janitors and Salvage/Recoup: ~~\$14.00~~ \$14.30 start, a \$0.20/hr increase ~~each 6 full months of completed service~~ after 60 full days of completed service, another \$0.20/hr increase after one full year of completed service, and then an additional \$0.40/hr increase each successive full year of service up to a ~~\$16.00~~ \$17.10 maximum rate.

Assemblers: ~~\$16.00~~ \$16.30 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 an additional \$0.50/hr increase each successive full year of service up to a ~~\$19.00~~ \$19.80 maximum rate

Company Proposals #19: Article IX – Section 9.1 – Health & Welfare

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

Normal Health Plan	1/1/2015 <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	1/1/2015 <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	1/1/2015 <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

Section 4.3(a) Rest Periods for Five – 8 hour shifts

... Any employee required to work ~~ten~~ nine and one-half (9 ½) hours or more on any one shift shall be entitled to an additional ten (10) minute rest period for each two hours period of overtime to be taken not later than the end of the ninth (9th) hour, at the end of the eleventh hour, and the end of each two (2) hour period thereafter.