

**Jewel Food Stores & Teamsters Local 710  
Company Proposals  
February 19, 2016**

**Drivers/Dispatchers/Load Planner**

**Proposal to amend the Drivers/Dispatchers/Load Planner 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 Any proposals that are withdrawn by the Company during the course of Negotiations shall not be introduced as evidence or have any effect in any future bargaining grievance or arbitration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: PARTIES HAVE REACHED A TENTATIVE AGREEMENT TO DELETE

**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.~~

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

DELETE PARAGRAPH IN ITS ENTIRETY

**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

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#### **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>\$0.50/hr</u>
<u>March 7, 2017 or 1 year after ratification whichever is later:</u>	<u>\$0.45/hr</u>
<u>March 7, 2018 or 2 years after ratification whichever is later:</u>	<u>\$0.40/hr</u>
<u>March 7, 2019 or 3 years after ratification whichever is later:</u>	<u>\$0.45/hr</u>
<u>March 7, 2020 or 4 years after ratification whichever is later:</u>	<u>\$0.50/hr</u>

Not less than the following straight time hourly wage shall be paid during the term of this Agreement.

#### **Drivers/Spotters Wage Schedule Progression**

0 – 6 months	\$20.316
7 – 12 months	\$20.858
13 – 18 months	\$21.400
19 – 24 months	\$21.941
25 – 30 months	\$22.483
31 – 36 months	\$23.024
Over 36 months	\$25.745

CLASSIFICATION 8/1/12

Drivers/Spotters who have progressed through 36 month progression who are an 80% employee

#### **Drivers/Spotters**

<del>Current maximum rate:</del>	<del>\$26.345</del>
<u>March 7, 2016 or upon ratification whichever is later:</u>	<u>\$26.845</u>
<u>March 7, 2017 or 1 year after ratification whichever is later:</u>	<u>\$27.295</u>
<u>March 7, 2018 or 2 years after ratification whichever is later:</u>	<u>\$27.695</u>
<u>March 7, 2019 or 3 years after ratification whichever is later:</u>	<u>\$28.145</u>
<u>March 7, 2020 or 4 years after ratification whichever is later:</u>	<u>\$28.645</u>

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## DISPATCHERS AND LOAD PLANERS Wage Schedule Progression

0 – 6 months	\$20.316
7 – 12 months	\$20.858
13 – 18 months	\$21.400
19 – 24 months	\$21.941
25 – 30 months	\$22.483
31 – 36 months	\$23.024
Over 36 months	25.745

### CLASSIFICATION 8/1/12

Dispatchers/Load Planners who have progressed through 36 month progression who are an 80% employee

#### Dispatch/Load Planners

<del>Current maximum rate:</del>	<del>\$26.345</del>
<u>March 7, 2016 or upon ratification whichever is later:</u>	<u>\$26.845</u>
<u>March 7, 2017 or 1 year after ratification whichever is later:</u>	<u>\$27.295</u>
<u>March 7, 2018 or 2 years after ratification whichever is later:</u>	<u>\$27.695</u>
<u>March 7, 2019 or 3 years after ratification whichever is later:</u>	<u>\$28.145</u>
<u>March 7, 2020 or 4 years after ratification whichever is later:</u>	<u>\$28.645</u>

Upon completion of thirty-six (36) months of employment, an employee will move to the top of the Dispatcher/Load planner rate. Employees must complete the wage progression.

~~Dispatcher and/or Load Planners (excluding 20% employees) hired on or after August 1, 2012 shall be paid the following minimum rates: \$15.00 start \$.25/hr increase each full 6 months of completed service up to \$18.00.~~

Effective March 7, 2016 or upon ratification, whichever is later, Dispatcher and/or Load Planners (excluding 20% employees) hired on or after August 1, 2012 shall have their rate increased from their "3/6/2016 Rate" to the corresponding rate under the heading "Rate on 3/7/2016 or upon ratification whichever is later" as set forth in the table below and such employees shall be paid the outlined minimum rates and continue to receive the outlined progression increases until they reach the respective maximum rate.

**Dispatcher and/or Load Planners (excluding 20% Employees): \$15.60 start, a \$0.35/hr increase after 60 full days of completed service, another \$0.35/hr increase after one full year of completed service, and then an additional \$0.35/hr increase each successive full six months of completed service up to a \$19.80 maximum rate**

	<u>3/6/2016 Rate</u>	<u>Rate on 3/7/2016 or upon ratification whichever is later</u>
Start rate (0 – 6 months)	\$15.00	(0 – 60 days) \$15.60
7 – 12 months	\$15.25	(60 days - 12 months) \$15.95
13 – 18 months	\$15.50	\$16.30
19 – 24 months	\$15.75	\$16.65
25 – 30 months	\$16.00	\$17.00
31 – 36 months	\$16.25	\$17.35
37 – 42 months	\$16.50	\$17.70
43 – 48 months	\$16.75	\$18.05
49 – 54 months	\$17.00	\$18.40
55 – 60 months	\$17.25	\$18.75
61 – 66 months	\$17.50	\$19.10
67 – 72 months	\$17.75	\$19.45
73+ months	\$18.00 (max rate)	\$19.80 (max rate)

Effective March 7, 2020, the maximum rate shall be increased to \$20.30.

20% Dispatcher and/or Load Planners: ~~\$13.00~~ \$14.50.

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

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

	<u><del>1/1/2015</del> 3/7/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>
Normal Health Plan					
Single Coverage	\$17.50	+\$1.50	+\$1.50	+\$1.50	+\$1.50
Dual Coverage	\$30.00	+\$2.50	+\$2.50	+\$2.50	+\$2.50
Family Coverage	\$42.50	+\$3.75	+\$3.75	+\$3.75	+\$3.75
Dental Plan					
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					
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

The above rates are applicable to employees who participate in and complete health assessment, screening, and improvement activities in the Company's Healthy Pursuits Program. Failure to fully participate in the company's Healthy Pursuits Program will increase employee contributions from \$750.00 (an increase in contributions by \$14.43/week where an employee fails to participate in the program) to \$1,500.00 per-year (an increase in contributions by \$28.86/week where an employee and their spouse fail to participate in the program).

## COMPANY COUNTER PROPOSALS TO UNION PROPOSALS

1. TENTATIVE AGREEMENT ON UNION HOUSEKEEPING ITEMS AS OUTLINED IN HIGHLIGHTED CONTRACT PRESENTED ON 1/20/2016
2. Letter of Understanding Saturday and Sunday Work Posting

PARTIES HAVE REACHED A TENTATIVE AGREEMENT... Employees with right of first refusal who have signed up for Saturday or Sunday work will be allowed on ~~two~~ five (5) separate occasions in a rolling 12 month period to withdraw their name after the schedule has been posted. ...

3. Section 4.11 Daily Rest

The employer will provide each driver the amount of hours of rest between shift assignments as required by the Department of Transportation's rules, however, ~~in no event will a driver receive less than eight (8) hours of rest between shift assignments.~~ A driver who has not had the required amount of rest as defined by DOT rules, ~~but in no event less than eight (8) hours~~ from the time actually ceased working (punched out) may refuse additional assignments until the expiration of the required amount of rest pursuant to DOT rules. ~~but in no event less than eight (8) hours.~~

If a driver refuses an assignment prior to the expiration of the required amount of rest as determined by D.O.T. ~~but in no event less than eight (8) hours,~~ no casual driver will be assigned to accept the assignment refused, but a junior regular driver may be assigned the refused run with a bypass obligation.

Notwithstanding the above language on Daily Rest, the employer may call to notify a driver of a schedule start time prior to the expiration of the rest period and there shall be no holding of work.

[DELETE THE REMAINING LANGUAGE OF SECTION 4.11 AS PROPOSED BY THE UNION].

4. Section 13.5

BUNDLED PROPOSAL: THE EMPLOYER PROPOSES THE FOLLOWING LANGUAGE CONTINGENT UPON THE UNION WITHDRAWING ITS PROPOSAL ON OUTERZONE LANGUAGE IN APPENDIX A SECTION A.2

In the event an Employee shall suffer a suspension or revocation of his right to drive the Employer's equipment, the Employee shall immediately notify the Employer of the suspension or revocation and provided such notice to the Employer is submitted, the Employer shall grant a leave of absence for a period of up to thirteen (13) months.

5. TENTATIVE AGREEMENT TO DELETE Section 2.1(b).
6. ADD THE FOLLOWING LANGUAGE TO SECTION 4.1(a): The Employer shall have the right to offer four (4) ten (10) hour shifts. These shifts when made available will only be filled by seniority on a voluntary basis.
7. **Section 7.3(5) Vacation Weeks:** All vacations shall be for calendar weeks, namely Monday through Sunday. Vacations of two weeks or more may be split, but not into any period of less than one week, except as provided in the following paragraph.

Employees with three or more weeks of vacation in a year may elect to take two (2) ~~one~~ weeks vacation on an individual day basis. . . .

