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I N D E X
TEAMSTERS, LOCAL 710
AND
JEWEL FOOD STORES INC.

**AGREEMENT: DRIVERS/
DISPATCHERS & LOAD PLANNERS**
TERM ~~8/1/12 to~~

3/6/2016 to 3/6/2021

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AND
JEWEL FOOD STORES INC.

AGREEMENT: DRIVERS/
DISPATCHERS & LOAD PLANNERS
TERM: ~~8/1/12 to~~

~~3/6/2016~~ 3/7/2016 to 3/6/21

DATE OF EXECUTION - AGREEMENT

This Agreement made and entered into by and between the JEWEL FOOD STORES INC., hereinafter referred to as the "EMPLOYER" and Highway Drivers, Dockmen, Spotters, Rampmen, Meat, Packing House, and Allied Products Drivers and Helpers, Office Workers and Miscellaneous employees TEAMSTERS, LOCAL 710 Affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION", this 7th ~~1st~~ day of ~~August~~ March, 2016.

ARTICLE I

RECOGNITION

Section 1.1 Recognition

The EMPLOYER recognizes the Union as the sole and exclusive collective bargaining agent for all of the Employer's employees engaged as drivers and helpers in the following transportation operations within the jurisdiction of the UNION:

1. The transportation of all merchandise from the Employer's warehouses at 1955 West North Avenue, Melrose Park, Illinois (said warehouses being hereafter sometimes referred to as terminals), to the Employer's retail food stores located in and around Chicago; and
2. The transportation of all merchandise from the Employer's retail food stores located in and around Chicago to the Employer's warehouses located at 1955 West North Avenue, Melrose Park, Illinois;

excepting, however, all employees engaged in warehousing operations and dock work who are covered by a separate Agreement with the Union applicable to warehouse employees of said Employer only, and also excepting persons holding supervisory or executive positions, persons on the general office payroll, wood finishers, millmen, carpenters, nailers, sign painters, engineers and apprentices, bakers, mechanics and other skilled craftsmen, and all employees engaged in the operation of Employer's food stores or covered by other contracts, including maintenance and repairmen assigned to such stores.

The parties further agree that no employee covered by this Agreement shall enter into any arrangements or contract, either orally or in writing, that are contrary to this Agreement and Contract.

Section 1.2 Movement of Terminals

The Employer shall not change the housing or location of his equipment in an effort to obtain different wages and working conditions than those prevailing in this Agreement. This particular Agreement in no way restrains the Employer from transferring and changing his housing locations, but does make it compulsory for

the wages and contract conditions of this Agreement to prevail. It is expressly understood that this section applies to operations within the present confines of the Employer's field of operations. A transfer of equipment to a new location wherein the equipment at no time would be used on any of the operations or types of operations now in effect, would not make it compulsory for the wages and working conditions of this Agreement to prevail.

Section 1.3 Employees' Job Security

For the purpose of continuing to preserve work and earning opportunities of employees in the certified bargaining units represented by the Union, the Employer agrees that no work or services presently being performed by the employees in the certified collective bargaining units represented by the Union will be discontinued, subcontracted, transferred, leased, assigned, conveyed or farmed out in whole or in part to other carriers or persons during the life of **this Agreement**, where such action will result in the layoff of any persons comprised within the groups for whom the Agreements now provide a guaranteed full month's equivalent of regular straight time work or pay.

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The Employer agrees that all full-time employees on the Permanent Seniority Rosters as of June 30, 1973 shall be guaranteed a full month's equivalent of regular straight time work or pay in any month in which they work one (1) day or more. Employees hired after June 30, 1973, will be handled in accordance with the guarantees currently provided in this Agreement.

Section 1.4 Seniority for Transfers to New Terminals

When a new terminal is opened to perform any part or all of the transportation services described in Article I now being performed by employees covered by this Agreement in the area included in the Counties of Lake, McHenry, Boone, DeKalb, Kane, DuPage, Cook, Kendall and Will in the State of Illinois, and in the Counties of Lake and Porter in the State of Indiana and in the County of Kenosha in the State of Wisconsin, or within a radius of one hundred (100) miles from 1955 West North Avenue, Melrose Park, Illinois, whichever is greater, the Employer shall offer to all employees with seniority covered by this Agreement the opportunity to transfer to regular positions in the new terminal in order of their seniority, with first preference to employees in the terminal which will be affected in whole or in part by the opening of the new terminal. The transferred employees shall for a period of thirty (30) days following the transfer have an unqualified right to return to their old terminal if it is still in existence, and carry with them their old seniority at that terminal. Employees who avail themselves of the transfer privilege because they are on layoff from their original terminal may exercise their seniority rights if work becomes available at the original terminal during the one year layoff period allowed them at their original terminal.

The above provisions shall not apply to an existing operating terminal that may be acquired by the Employer after the date of execution of this Agreement.

Section 1.5 Seniority - Acquisition of New Businesses

In the event the Employer acquires new business ventures which become a part of the Employer's operations covered by this Collective Bargaining Agreement the seniority of the employees absorbed and of all employees affected by such acquisition covered by this Agreement shall be determined by mutual agreement between the Employer and the Union and any other collective bargaining agent

involved, and the action taken by the parties shall be final and binding on all the employees affected.

ARTICLE II

GENERAL

Section 2.1 Definitions

Whenever used in this Agreement, the following terms shall have the following definitions:

- (A) A regular full-time employee is an employee who is employed to work on a regular full-time basis and who has satisfied the Employer's requirements for regular full-time employment as to education, character, sight, hearing, age, physical condition, safe driving and previous employment.
- (B) Employee Groups
All employees shall fall into one of ~~three~~four Employee Groups which are described as follows:
 - (1) The 60% Group comprised of the first sixty percent (60%), by seniority, of all regular employees.
 - (2) The ~~80~~Heavy 20% Group comprised of the ~~first-next~~eighty~~twenty~~ percent (~~80~~20%), by seniority, of all regular employees.
 - (3) The Light 20% Group comprised of the remaining twenty percent (20%) of all regular employees.
 - (4) The Casual Group comprised of employees not employed to work on a regular basis.

There shall be no other employee groups. Members of each Employee Group shall have, in addition to all the rights and benefits set forth elsewhere in this Agreement, the rights and benefits set forth in this Section.

- (C) ~~80~~60% Employee Group
 - (1) Members of the ~~60~~80% Employee Group ~~with a hire date on or before 4/1/94~~ shall be guaranteed:
 - (a) A Monday through Friday workweek, unless any such employee bids on a workweek other than Monday through Friday. Up to 15% of the work weeks may be offered, as determined by the Company, and selected on a voluntary basis, which are comprised of four (4), 10-hour per day bid work weeks (with 2 consecutive days off), Monday through Saturday with Saturday at time and one-half.
 - (b) Not less than forty (40) straight time hours of work or it's Full equivalent in pay for each workweek, unless any such employee bids on a workweek other than Monday through Friday.
 - (c) The Right of First Refusal to all Saturday and Sunday premium time work by seniority.
 - (d) Six (6) personal days off.
 - (e) Fifty (50) hours straight time pay for each vacation week, provided 1400 work hours were worked in the prior calendar year.
 - (f) Time and one-half (1-1/2) the employee's straight time hourly rate, including night premium when applicable, for Saturday work.

- (g) Double the employee's straight time hourly rate, including night shift premium when applicable, for all hours of work from 12:01 a.m. to 11:59 p.m. on Sundays and legally observed holidays.
- (2) Members of the Heavy 80% Group ~~with a hire date after 4/1/94~~ shall be guaranteed:
- (a) Not less than forty (40) straight time hours of work or its full equivalent in pay for each workweek.
 - (b) Six (6) personal days off.
 - (c) Movement into the 60% Employee Group by seniority.
 - (d) Fifty (50) hours straight time pay for each vacation week provided employees who become Heavy 20% employees on or after July 1, 2003 must work 2300 hours (including all work hours, paid vacation hours, paid holiday hours, paid jury hours and paid funeral hours) in the Employer's prior payroll year to be eligible for such 50 hour vacation week(s).
 - (e) Time and one-half (1-1/2) the employee's straight time hourly rate, including night premium when applicable, after forty (40) straight time work hours, paid vacation, paid holidays, paid personal days, paid funeral, and paid jury duty hours for Saturday work.
 - (f) Double the employee's straight time hourly rate, including night premium when applicable, after forty (40) straight time work hours, paid vacation, paid holidays, paid personal days, paid funeral, and paid jury duty hours for work from 12:01 a.m. to 11:59 p.m. on Sunday.
- (D) Light 20% Employee Group
Members of the Light 20% Employee Group shall have:
- (1) A Monday through Sunday workweek.
 - (2) Up to three (3) personal days off as provided by Section 6.3.
 - (3) Movement into the ~~80%~~Heavy 20% Employee Group by seniority.
 - (4) Time and one-half (1-1/2) the employee's straight time hourly rate, including night premium when applicable, after forty (40) straight time work hours, paid vacation, paid holidays, paid personal days, paid funeral and paid jury duty hours for Saturday work
 - (5) Double the employee's straight time hourly rate, including night premium when applicable, after forty (40) straight time work hours, paid vacation, paid holidays, paid personal days, paid funeral and paid jury duty hours for work from 12:01 a.m. to 11:59 p.m. on Sunday.
 - (6) Eligibility for fifty (50) hours straight time pay for each vacation under the provisions of Section 7.3 (i.e., 2,300 hours of work, paid holidays, paid vacation, paid funeral and paid jury duty).
- (E) Casual Employee Group
Members of the Casual Employee Group shall have:
- (1) Be subject to only one probationary period.
 - (2) Be called to work in order of hire date as Casual, provided he is available to work.
 - (3) Daily work for casuals will be assigned after all work has been picked per the current language in the contract.
 - (4) Have the right to utilize the grievance procedure for disciplinary matters, excluding pay claims, as provided by Section 8.2.
 - (5) Be paid time and one half (1-1/2) after eight (8) hours in a day and forty (40) hours in a week. Casual drivers will not be entitled to double time.
 - (6) No more than ten percent (10%) of the seniority roster will be comprised of casuals.
- (F) Right of First Refusal

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The Right of First Refusal is a right of ~~certain-all~~ employees in the ~~4060~~% Employee Group to work Saturday and Sunday premium days prior to all other employees, so long as employees have DOT hours available for such work.

Section 2.2 Notices

All notices required under this Agreement shall be deemed to be properly served if delivered in writing personally or sent by certified or registered mail to the offices of the Union at 9000 W. 187th Street, Mokena, Illinois 60448, or to the Employer's Facility Manager (General Manager) at 1955 West North Avenue, Melrose Park, Illinois, 60160 or to an employee at his home address or to any subsequent address which the Union, the employee, or the Employer may designate in writing for such purpose. Date of service of a notice served by mail shall be the date on which such notice is postmarked by a post office of the United States Post Office Department. All notices with reference to this Agreement shall be identified by the words "JEWEL FOOD STORES, INC. Drivers Agreement."

Section 2.3 Savings Clause; Separability

Nothing contained in this Agreement is intended to violate any federal law, rule or regulation made pursuant thereto. If any part of this Agreement is construed by a court or board of competent jurisdiction to be in such violation, then that part shall be null and void, but the remainder of the Agreement shall continue in full force.

Section 2.4 Effective Date

Unless the context of the Agreement indicates otherwise, all provisions of the Agreement become effective **on the date of the beginning of the term hereof.**

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ARTICLE III **UNION-MANAGEMENT RELATIONS**

Section 3.1 Union Security

a) All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection of the date of this Agreement, whichever is the later. Membership as used herein shall mean only the obligation to pay periodic dues and initiation fees uniformly required, or, in the event that the employee objects to the payment of full dues and initiation fees related to representational costs. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

b) No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall be first met. If any agency shop clause is permissible in any state where the provisions of this Article relating to the Union Shop can not apply, the following Agency clause shall prevail:

1) Membership in the Local Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Local Union as they

see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

2) Membership in the Local Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Local Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Local Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in the Agreement.

3) In accordance with the policy set forth under Subparagraphs (1) and (2) of this Section all employees shall as a condition of continued employment, pay to the Local Union the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular and usual dues. For present employees, such payment shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment

4) If any provision of this Article is invalid under the law of any state where this contract is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal or economic recourse.

5) To the extent such amendments may become permissible under applicable Federal and State Law during the life of this Agreement as a result of legislative, administrative or judicial determination.

6) Nothing contained in this section shall be construed so as to require the Employer to violate any applicable law.

Section 3.2 Union Cooperation

The Union recognizes the responsibility assumed by it as the exclusive bargaining agent of the employees in the bargaining unit. It, therefore, pledges the full cooperation of its membership to promote the economic success of the Employer in order that the maximum opportunity for continuous employment, good wages and good working conditions may continue; and agrees that the employees covered by this Agreement shall diligently work for the best interests of the Employer in every way just and lawful, giving honest and diligent service to the Employer and to each other.

Section 3.3 Management

Subject to the provisions of this Agreement, the management of the business, including the right to plan, direct and control trucking operations and trucking hours, and the direction of the working forces, including the right to hire, assign work to employees and employees to work, promote and transfer, the right to suspend or discharge for just cause, as hereinafter provided, are vested exclusively in the Employer.

Section 3.4 Union Dues

The Employer agrees to deduct the Union's periodic dues and initiation fee from the pay of each employee who individually authorizes said deductions in writing, and to remit the amounts so deducted to the Union. Said deduction authorization shall be in such form as to conform with Section 302(c) of the Labor Management Relations Act of 1947.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to STIPEND/DRIVE. ~~STIPEND/DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to STIPEND/DRIVE headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan for DRIVE. Local 710 shall reimburse the Employer annually for the Employer's actual cost for the expense incurred in administering the weekly payroll deduction plan for STIPEND.~~

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Section 3.5 Union Officials and Stewards

The Employer recognizes that the right of the Union to designate job stewards and alternates from the employer's seniority list. The Employer will be notified in writing by an officer of the union the name of the Steward (and alternate if named). The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- 1) The investigation and presentation of grievances with the Employer or designated Company Representative in accordance with the provisions of the Collective Bargaining Agreement. Such activities shall not interfere with the stewards work duties for the Employer, except as mutually agreed upon.
2. The collection of dues when authorized by appropriate Local Union action.
3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its Officers, provided such messages and information have been:
 - a. reduced to writing; or
 - b. if not reduced to writing are routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.
 - c. Stewards will be allowed time off work to attend Union Meetings. Days off will not be counted as absence. Company will be given a minimum of **seven (7)** day written notification of such absence.

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Job stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitation shall have the authority to discharge, in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

Stewards shall be permitted reasonable time to investigate with management accidents and other serious matters which could result in suspension or

discharge, present grievances to management, meet with the applicable Union Business Agent on the company property for a reasonable time period as agreed upon, and attend Joint Grievance Committee hearings for a grievance(s) pertaining to and arising from a steward's specific area without loss of time or pay during his regular working hours. Such time spent as provided herein this paragraph shall be considered working hours in computing daily and/or weekly overtime, if within the regular schedule of the steward. When a steward attends a grievance hearing, he does not break his weekly guarantee.

An employee shall be granted necessary time off to attend union business if such employee is so designated by the union. Notice to the Company shall be in writing from the Union and will specify the individuals and dates in advance.

The authorized Union business representatives shall be admitted to the Employer's warehouses during reasonable business hours for the purposes of adjusting disputes, investigating working conditions and ascertaining whether or not this Agreement is being observed. Such activity shall be conducted in such a manner as not to interfere with the orderly operation of the Employer's business, it being further agreed that lengthy discussions between employees and representatives of the Union, including the steward, or among themselves, concerning disputes shall not take place during working hours.

Section 3.6 Discipline

During an employee's trial period, an employee may be released from employment for any reason at the sole discretion of the Employer. After an employee has completed the trial period and has acquired seniority, such employee shall not be suspended or discharged without just cause. For attendance discipline only, an employee should receive discipline within **seven (7)** days of the attendance incident provided the employee is at work following the incident otherwise the time period will be extended by the length of absence.

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In a situation where an employee is indefinitely suspended, if a decision is not rendered within ten (10) days, the employee will be returned to work and the Company will continue its investigation, but the investigation in no event will exceed thirty (30) days from the date of the indefinite suspension giving rise to the investigation. After the investigation is completed a meeting will be held to review the facts and a final determination of the case will be made.

Section 3.7 Backhaul Location Picket Lines of Other Unions

Notwithstanding the preceding section of this Article III it shall not be a violation of this Agreement nor shall the employees covered by this Agreement be subject to discharge for refusal to cross a backhaul location picket line and perform work in an instance where the backhaul location picket line has been duly authorized, sanctioned and established for a legal purpose other than informational picket lines. Before the Union gives official recognition to a backhaul location picket line, it agrees to notify the Employer of such recognition, to confirm such recognition in writing and to do all within its power to help effect a prompt and fair settlement so as to avoid unnecessary stoppage of work. In recognition of the commitment to service stores and customer needs, it is recognized that bargaining unit employees shall perform their work and not honor any picket line at any Company facility.

Section 3.8 Non Discrimination

Neither the Employer nor the Union shall discriminate against any employee or prospective employee because of race, creed, color, sex, age, national origin, handicap or union membership. Any alleged violation of this Article shall be

processed in accordance with the Grievance and Arbitration procedures contained in this Agreement.

Section 3.9 Americans With Disabilities Act (ADA)

This Agreement shall be administered in accordance with the applicable provisions of the Americans with Disabilities Act. The Employer agrees that, as required by the ADA, it will not discriminate against any employee because of disability.

Disputes arising under this provision shall at the option of the Union be subject to the grievance procedure; and if utilized, shall preclude any court action.

The parties agree that any accommodation made by the Company and/or the Union with respect to job duties or any other term or condition of employment, shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation.

ARTICLE IV
WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Section 4.1 Workday - Workweek

Eight (8) or ten (10) hours of work to be performed in eight and one-half (8-1/2) or ten and one-half (10-1/2) consecutive hours shall constitute a basic day's work for all employees except casuals or mileage run drivers.

a) **80% EMPLOYEES**

The workweek for ~~eighty percent (80%)~~ 60% Employees ~~hired on or before 4/1/94~~ shall consist of either four (4), ten (10) hour days or five (5), consecutive nights of eight (8) hour days weekly schedules as provided in Section 2.1, Monday through Friday for Night Drivers; and either four (4), ten (10) hour days or five (5) consecutive days of eight (8) hour days weekly schedules as provided in Section 2.1, Monday through Friday for Day Drivers unless the workweek is other than Monday through Friday, Saturday work is paid at time and one half (1-1/2), and Sunday work is paid out at double time as provided in Section 2.1. The Scheduling of employees for four (4), ten (10) hour days is strictly voluntary. All employees on the roster as of 10/24/88 are to be part of the ~~eighty percent (80%)~~ 60% Group.

b) Heavy 20% Employees

The workweek for ~~eighty percent (80%)~~ employees Heavy 20% Employees ~~hired after 4/1/94~~ shall consist of any five (5) nights of eight (8) hours each, Monday through Sunday for night drivers; and any five (5) of seven (7) days of eight (8) hours each, Monday through Sunday, for day drivers.

The ~~80%60% Group and Heavy 20%~~ Group is comprised of the top eighty percent (80%) of the seniority roster by seniority. When an employee becomes an ~~80%60%~~ employee or a Heavy 20% Employee he accrues certain rights (i.e., pull time, pick time, six (6) personal days, forty (40) hour guarantee). Therefore, no pay claim will arise if a Light 20% employee is called to work Monday through Friday in seniority order, then works Saturday as his extra day at time and one-half

(1-1/2) while the ~~80% Heavy 20%~~ Employee might be working Saturday as his fifth (5th) day.

cb) Light 20% EMPLOYEES

The basic workweek shall be Monday through Sunday. Light 20% employees will be given a weekly schedule no later than Friday 4 P.M. for the following workweek. Nothing herein shall limit the Employer's right to call-in employees for nonscheduled workdays. Scheduled Light 20% workweeks may be modified by the Employer during the workweek due to business developments. More senior Light 20%ers will not be scheduled fewer hours than less senior Light 20%ers provided job classification, skills, shift and availability are equal. The Employer shall call-in Light 20% employees when work becomes available on the basis of seniority by job classification and shift on nonscheduled days ~~for 20%ers who are not scheduled or expected to work more than 32 straight time hours in the workweek (based on scheduled and actual hours worked).~~ Light 20% employees will receive extra day premiums after forty (40) straight time hours. A Light 20% employee upon becoming an ~~80% Heavy 20%~~ employee will have the workweek stated in subparagraph (ab) above for ~~80% Heavy 20%~~ employees ~~hired on or before 4/1/94. A 20% employee on the seniority roster after 4/1/94 upon becoming an 80% employee will have the workweek stated in subparagraph (a) above for 80% employees, hired after 4/1/94.~~

Weekly schedule bids for Light 20% employees shall be posted by the Employer on each Wednesday by 5 p.m. Light 20% employees shall state, in writing, their workweek preference(s), in order of preference, by 10 a.m. on each Friday. The Employer shall thereafter assign workweeks on the basis of seniority based on the preferred workweek to the extent that such workweeks are available. Employees who did not indicate a preferred workweek, in writing, as provided above or employees who cannot be granted their preferred workweek(s) because such weeks are not available due to selection of preferred workweeks by more senior employees shall be assigned a workweek by the Employer.

c) CASUALS

The basic workweek shall be Monday through Sunday. Casuals may eventually become Light 20% employees and eventually ~~80% Heavy 20%~~ Employees or 60% Employees. A Casual Driver will become a Light 20% Employee if they have worked five (5) days a week for twenty six (26) consecutive weeks unless such work is due to the absence of another employee. The Casual would have to sign a bid for a Light 20% position or the Light 20% position will be filled by the next senior casual that wants the position.

~~To further clarify a) through c) above:~~

- ~~1) 80% employees hired on or before 4/1/94 have a Monday through Friday workweek guarantee unless bid on an alternative workweek and "right of first refusal".~~
- ~~2) 80% employees hired after 4/1/94 have a Monday through Sunday workweek and any five (5) out of seven (7) workweek, no "right of first refusal".~~

Section 4.2 Meal and Rest Periods

All employees shall be allowed a meal period of one-half (1/2) hour between the third **(3rd)** and sixth **(6th)** hours of each workday - this meal time is not to be paid for by the Employer.

Each employee shall also be given one (1) fifteen (15) minute rest period, or coffee break, during each four **(4)** straight time hours worked. The first such rest period shall be taken only after the completion of two **(2)** hours of work,

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or the first delivery, whichever occurs first. Each such rest period shall be taken at such time as to cause a minimum interruption of the Employer's operations.

Employees required to work ten (10) or more hours on any one shift shall be entitled to an additional fifteen (15) minute rest period for each two (2) hour period of overtime to be taken no later than at the end of the ninth (9th) hour or at the end of the eleventh (11th) hour, and at the end of each two (2) hour period thereafter.

Extension of the time allowed for meal and rest periods by an employee shall constitute a violation of this Agreement which shall constitute just cause for disciplinary action.

Section 4.3 Work Shifts

There shall be two work shifts during each workday of the workweek.

- FIRST SHIFT 1) 12:01 a.m. to 11:59 a.m.
- SECOND SHIFT 2) 12:00 p.m. to 11:59 p.m.

An ~~80%~~ Driver and Heavy 20% Driver shall pick one work shift and shall have unrestricted movement within that shift provided the driver notifies the Employer at least three (3) hours prior to the desired start time or originally scheduled start time, which-ever is earlier and the driver has greater seniority than the least senior ~~80%~~ Heavy 20% Driver at the requested start time. Shift start times shall be on the hour and the one-half hour with the exception of the 12:01 a.m. shift, which will start one (1) minute after the hour. There shall be no holding of work.

Section 4.4 Overtime and Other Premium Pay

A. Overtime. All employees may be required and scheduled to work overtime. Overtime shall be paid as follows:

- (1) Time and one-half (1-1/2) the employee's straight time hourly rate, including night premium when applicable, shall be paid for all work:
 - (a) After eight (8) hours in any one work shift for employees working an 8 hour shift.; after 10 hours in any one work shift for employees working a 10 hour shift.
 - (b) For ~~80%~~ employees and Heavy 20% employees:
 - 1. After forty (40) hours in any workweek, except a holiday workweek;
 - ~~2. After forty (40) hours in any workweek in which a calendar holiday falls on Saturday;~~
 - ~~23.~~ After thirty-two (32) hours in a holiday workweek ~~except when the calendar holiday falls on Saturday~~, in which event, time and one-half (1-1/2) will be paid after forty (40) hours for employees working eight (8) hour shifts in the holiday week.; after 30 hours in any one work week for employees working a bid work week of four (4), ten (10) hour per day shifts in the holiday week.
 - (c) On Saturdays except ~~when a holiday or~~ when Saturday hours are part of the completion of a regular Friday night shift start on a

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Monday through Friday workweek where the hours shall remain part of a straight time shift. Employees in the ~~80~~Heavy 20% category hired after 4/1/94, Light 20% category and casuals need to work forty (40) hours of straight time in a workweek in order to be eligible for time and one-half (1-1/2) for Saturday work.

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(d) On the sixth (6th) consecutive day of work in a workweek.

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(e) For all hours worked after midnight Sunday (12:01 a.m. Monday) as part of the Sunday work shift.

For 8060% employees and Heavy 20% employees:

(1) Double the employee's straight time hourly rate, including night shift premium, if applicable, shall be paid for all work from 12:01 a.m. to 11:59 p.m. on Sundays and on legally observed holidays for ~~80~~60% employees hired on or before 4/1/94 as provided in Section 2.1.

(2) Double time after forty (40) straight time work hours (i.e., paid holidays, paid personal days, paid funeral, and paid jury duty) from 12:01 a.m. to 11:59 p.m. on Sundays for ~~80% employees hired after 4/1/94, and all~~ Heavy 20% employees.

(3) Light 20% employees will receive double the employee's straight time hourly rate, including night shift premium, if applicable for all work from 12:01 a.m. to 11:59 p.m. on legally observed holidays.

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(4) Light 20% employees will be entitled to overtime pay as set forth in sub-paragraphs (b), (c), (2) and (3) above upon becoming a ~~60% or Heavy 20% n-80%~~ employee.

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(5) Monday through Friday work:

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- (A) ~~80~~60% employees and Heavy 20% employees on their bid days with Monday through Friday workweek/bid by seniority.
- (B) scheduled Light 20% employees.
- (C) ~~80~~60% employees and Heavy 20% employees on their bid days with a Monday through Sunday workweek/bid by seniority.
- (D) Light 20% employees ~~not scheduled on a day who are scheduled and/or have worked thirty two (32) straight time hours or less in the workweek, by seniority.~~
- (E) Casuals
- (F) Extra day worked by total seniority as permitted by DOT Regulations and does not interfere with subsequent work day.

(6) Saturday and Sunday Work:

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- (A) ~~80~~60% employees with the right of first refusal provided the employee has signed up for Saturday or Sunday work during the Employer's Monday through Wednesday 8 P.M. posting for right-of-first-refusal employees which shall be posted 11 to 13 days preceding the applicable Saturday/Sunday work.
- (B) ~~80~~Heavy 20% employees without the right of first refusal ~~with thirty two (32) or less straight time hours worked by seniority.~~
- (C) Light 20% employees ~~with thirty two (32) or less straight time hours worked by seniority.~~
- (D) ~~80% employees without the right of first refusal with more than thirty two (32) straight time hours worked by seniority.~~

- (E) ~~20% employees with more than thirty-two (32) straight time hours worked by seniority.~~
(F) Casuals by seniority.

(74) Holiday Work:

Holiday work shall be offered by strict seniority, by job classification.

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B. Night Shift Premium

Any employee whose shift starts on or after 12:00 p.m. (noon) and prior to 6:00 a.m. shall be paid an additional ~~twenty cents (20¢) one dollar (\$1.00)~~ seventy-five cents (75¢) per hour for all hours worked on such shift.

C. Carry-In Premium

If a JEWEL FOOD STORES DIVISION driver of a truck or tractor-trailer who is on the payroll as of March 31, 1982 is required to deliver merchandise into the store without the help of either a driver helper or store personnel, he shall be paid a carry-in premium of two dollars (\$2.00) per work shift. Employees hired on or after April 1, 1982 shall not receive this premium.

Section 4.5 Calculation of Overtime

Only hours actually worked shall be considered in computing overtime pay and hours not worked but paid for under Article VI (holidays) shall not be considered. If under the provisions of this Agreement two or more premium rates (e.g., time and one-half (1-1/2) or double time) are applicable to the same hours worked, only one, the higher, shall be paid.

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Overtime shall not be paid twice for the same hours worked. Thus, in calculating the overtime due on a weekly basis any hours for which overtime is payable on a daily, Saturday, Sunday, holiday or other basis shall be excluded in determining the overtime due on a weekly basis except Sunday and holiday hours scheduled as part of the regular workweek. Similarly, in calculating the overtime due on a daily basis any hours for which overtime is payable because of work performed before the regularly scheduled starting time shall be excluded.

Section 4.6 Work Guarantees

Any employee covered by this Agreement who reports for work upon request on any day, including holidays and Sundays, but excluding Saturdays, shall be guaranteed no less than eight (8) hours of work or its equivalent in pay and four (4) hours on Saturday. Employees bypassed for Saturday call-ins shall be paid eight (8) hours at the applicable rate in settlement of the bypass. The by-pass claim shall not apply to drivers working at straight time.

Any driver who reports for work upon request from Saturday midnight (12:01 a.m. Sunday) to 3:30 p.m. Sunday shall be guaranteed eight (8) hours' work at double time as provided in Section 2.1 or the full equivalent in pay. Any driver who reports for work upon request from Sunday 3:30 p.m. to Sunday midnight (11:59 p.m.) shall receive double the straight time hourly rate, including night shift premium, for all hours up to Sunday midnight at the applicable Agreement rate, and time and one-half (1-1/2) for all hours worked after midnight Sunday (12:01 a.m. Monday) in completion of the Sunday shift including night shift premium for all hours worked thereafter, with a minimum guarantee of eight (8) hours of work or the full equivalent in pay. Holiday hours scheduled as part of the employee's regular workweek shall be included in the employee's daily and weekly guarantee. This section is modified by Section 4.4 as it applies to ~~80%~~ Heavy

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~~and Light 20% Employees hired after 4/1/94 and 20% employees~~ and shall not apply to Casuals or drivers on a mileage run day.

Any JEWEL FOOD STORES DIVISION seniority driver who reports to work upon the Employer's request before the established shift starting time or his regular scheduled starting time shall be guaranteed eight (8) straight time hours of work in addition to pay for hours worked prior to said shift starting time or said regular scheduled starting time or the full equivalent in pay.

~~The The first eighty percent (80%) 60% Group and Heavy 20% Group~~ -by seniority of the Employer's regular full-time employees on the active payroll (called or put to work) in each workweek shall be guaranteed not less than forty (40) straight time hours of work or the full equivalent in pay for such workweek except this guarantee shall be for thirty-two (32) straight time hours straight time of work or the full equivalent in pay in a holiday workweek, (when working a **five (5) day, eight (8) hour per day bid week**) unless any such employee bids on a workweek other than Monday through Friday, or this guarantee shall be for thirty (30) straight time hours, straight time of work, or the full equivalent in pay in a holiday workweek (when working a 4 day, 10 hour per day bid week). Casual employees and vacation, illness and absentee replacements will not increase the ~~eighty percent (80%) 60% and Heavy 20%~~ guaranteed group. A Driver shall forfeit his weekly guarantee in that week that he takes off a regularly scheduled workday Monday through Friday (or regularly scheduled workday when working an alternative workweek) on his own initiative or is laid off or discharged for cause. This weekly guarantee shall not be binding upon the Employer in the event of a work stoppage due to causes outside of the Employer's control such as strikes, fire or other casualty causing such destruction as to cause a complete stoppage of Employer's operations, war or other national emergency causing complete stoppage of operations, and governmental regulations.

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The daily guarantees and work schedules provided herein are subject to the following exceptions:

- (a) The employee's being able and available to work such hours, but shall not be forfeited due to injury or injuries incurred on the job that day.
- (b) Fire, flood, or other emergency resulting from damage or breakdown to plant equipment, machinery or other facilities.
- (c) Lack of materials or supplies resulting from the failure of delivery by persons or agencies other than the Employer and beyond the Employer's control.
- (d) Other stoppages in public utility facilities which render continued operation of the warehouse impracticable.
- (e) Stoppage of incoming or outgoing warehouse shipments.

Section 4.7 Driver Spotters - Workweek - Bids - Holidays

Drivers assigned to spotting equipment at the warehouses shall not be limited to such spotting operations but at the Employer's option shall be permitted to take any run which the Employer may assign him.

It is further agreed that openings on spotter jobs shall be posted and bid with seniority controlling the selection with the further understanding that in recognition of the special skills required for this job assignment the Employer may remove the successful bidder any time during the first thirty (30) days if in the opinion of the Employer the bidder is not qualified or properly performing the job.

Section 4.8 Time Report

The Employer agrees that upon request an employee will be able to see a printout of his time report.

Section 4.9 Reimbursement of Fines

If an employee is arrested, prosecuted and fined for violating a law or ordinance while operating the Employer's equipment in the course of his employment, and such violation is not due to any act or failure to act on the part of said employee, the Employer shall reimburse said employee for all fines and costs paid by him because of such non-chargeable violation; and if such employee is forced to spend time in jail or in court as a result of such violation, he shall be compensated at his straight time hourly rate for all time lost from work up to eight (8) hours per day.

Section 4.10 Work in Excess of Ten (10) Hours Per Day

A driver may refuse additional assignments after the completion of eight (8) hours work at the straight time hourly rate if such additional assignment requires more than a total of ten (10) hours of work unless working a 10 hour work day shift. If a driver returns to the terminal without having completed eight (8) hours of straight time work he may refuse additional work assignments which would require more than a total of eleven (11) hours of work for the day, unless working a 10 hour work day shift. Ten (10) hour shift drivers may be assigned work up to the maximum hours allowed by Department of Transportation regulations.. If the additional work assignments fall within the foregoing limitations the driver must accept such additional work assignments. No driver may refuse such additional run in order to drive gainfully either for himself or for another employer. In all cases both the initial run assigned to the driver and any additional runs which he accepts or is assigned must be completed by returning to the terminal even though it takes more than the additional hours indicated.

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)~~ ten (10) hours of rest between shift assignments. A driver who has not had the required amount of rest as defined by D.O.T. rules, but in no event less than ~~eight (8)~~ ten (10) hours from the time he 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-ten (10)~~ ten (10) 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-ten (10)~~ ten (10) hours, no casual driver will be assigned to accept the assignment refused, but a junior regular driver may be assigned the refused run without 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.

~~In the event hours of rest are changed to eight (8) hours, then all drivers within their shift will have an option for either eight (8) hours or ten (10) hours of rest between the time he actually ceased working (punched out) and his next regular starting time due to being off the clock for ten (10) hours.~~

~~A Driver opting for ten (10) hours off the clock shall not have work held for him nor shall he be entitled to be paid for any hours he may miss from his regular starting time due to being off the clock for ten (10) hours.~~

Section 4.12 Physical Exams

The Employer may require as a condition of continued employment that all employees covered by this Agreement periodically, not less often than once every twenty-four (24) months, pass a thorough physical examination, including an eyesight examination, to insure that it is safe for them to operate the Employer's equipment and that they are able to meet DOT requirements. If the physical examination of an employee who has acquired seniority discloses any condition of sight, hearing, or health which indicates it is unsafe for him to drive or to perform any of the work normally performed by drivers or helpers, such employee shall be released from employment until said condition is corrected; and if such condition is not correctable, it shall constitute just cause for discharge.

If the employee questions the decision of the examining physician selected by the Employer, he may make a request to the Union for re-examination by a physician selected by the Union. If in the opinion of the Union such re-examination is warranted, it may arrange for the examination of the employee by a physician of its selection. If the opinion of the Union physician confirms that of the Employer's physician that it is unsafe for the employee to continue to drive, then such employee shall be released from employment until said condition is corrected; and if such condition is not correctable, it shall constitute just cause for discharge.

In the event that the Employer's physician and the Union's physician do not agree, then the two physicians shall select a neutral physician whose examination and opinion shall be binding upon the Employer, the Union and the employee.

The cost of examination by the Employer's physician shall be borne by the Employer, by the Union's physician by the Union and the neutral physician by the Employer and the Union jointly.

Section 4.13 Night Drivers - Electric Jacks

Drivers delivering loads at night and using the pallet lifts will be supplied with electrically-powered jacks when store personnel assistance is not available. Drivers using the pallet lift in the daytime may be supplied with either electrically powered jacks or hand jacks with store assistance, excluding bread or non-Jewel stores when, physically possible.

Section 4.14 Trailer Drops

The Employer shall not drop trailers on any workday where the regular work force is not fully employed, except this restriction shall not apply to the opening of a new store or the reopening of a store closed for major remodeling. This provision shall not be applicable to stores which as of January 1, 1982 were under the administrative operating area known as the Midwest stores.

Section 4.15 Annual Bids

All present bid runs, time slots and spotting assignments shall be on a five (5) or four (4) day basis, with the **sixth (6th)** and **seventh (7th)** days available to the entire complement of men in accordance with their respective seniority rights. This applies to **90%60%** and **Heavy 20%** employees with a Monday through

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Friday workweek. All bid runs, time slots and spotting assignments shall be on a four or five (5) day basis for employees on a Monday through Sunday workweek.

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All bid runs, time slots and spotting assignments shall be posted on the bulletin board no later than the start of the fourth (4th) accounting period and made available for bids to the entire complement of men in accordance with their seniority rights, and on the same basis annually thereafter. Union stewards shall be responsible for contacting any driver who is absent at the time of the annual bids and shall be allowed to sign the bids in lieu of the absent employee.

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Section 4.16 Safety Committee

The Union and the Employer shall designate equal numbers of representatives to a Safety Committee which shall meet quarterly to jointly discuss, explore and recommend actions to preserve and enhance safety conditions.

ARTICLE V

WAGES

Section 5.1 Straight Time Hourly Wage Rates

During the term of this Agreement, the Employer agrees to pay not less than the straight time hourly wage rates set out in Appendix A hereto.

Section 5.2 No Economic Loss

No employee covered by this Agreement receiving better wages or conditions than those provided herein shall suffer an economic reduction through the signing of this Agreement.

Section 5.3 Weekly Pay Day; Rounding Off

All employees shall be paid weekly. However, it is understood that due to the difficulties and time involved in accumulating the pay of a large number of employees the Employer has found it necessary to delay for one week payment of the weekly wages due.

For simplicity of calculation of the pay due for each day, the time worked shall be paid to the nearest minute or rounded off to the nearest one-tenth (1/10) hour for the day.

Upon drivers' request, the company shall make available a hard card or printout weekly for the purpose of maintaining proper time for all drivers. The printout shall reflect the time from punch to punch.

ARTICLE VI

HOLIDAYS

Section 6.1 National Holidays

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

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
<u>Martin Luther King Jr. Day</u>	

As used in this Article and in Section 4.4, the legally observed holiday means the day nationally observed as the holiday.

~~An An-employee in the first eighty percent (80%) 60% group or Heavy 20% group of the seniority roster~~ on the active payroll shall qualify for holiday pay if he works the regular scheduled, mandatory or voluntary, workday before and the regular workday after the holiday; provided, however, that if the holiday falls on Monday, Friday or Saturday said regular full-time employee need only work in the workweek in which the holiday falls either the day before or the day after the holiday. ~~Employees in the bottom twenty percent (20%) of the seniority roster—Light 20% Employees~~ on the active payroll or casual employees shall qualify for holiday pay if they work four (4) days during the holiday week and also either the regular workday which immediately precedes or that which follows the holiday.

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In a holiday workweek regular full-time drivers ~~in-thethat are first eighty percent (80%) of the seniority roster—60% employees and Heavy 20% employees~~ on the active payroll shall be guaranteed forty (40) hours of pay for that week without having to work the holiday. These guarantees are subject to the same exceptions as those set out in Section 4.6, Work Guarantees.

New employees hired less than sixty (60) days prior to a holiday shall not be entitled to holiday pay for holidays not worked.

~~Section 6.2 Martin Luther King Jr's Birthday~~

~~In recognition of Martin Luther King Jr's birthday, the employer will allow employees to take a personal approved day or a personal holiday in observance of Martin Luther King Jr's birthday provided that the number of employees allowed off may be restricted by the needs of the business. The day may be taken on either the nationally observed birthday or on the actual birthday of Martin Luther King Jr.~~

Section 6.3 Personal Day Off

All ~~regular—60% and Heavy 20%~~ full-time employees on the payroll ~~as of March 31, 1982~~ shall be granted six (6) personal holidays to be taken at a mutually agreeable time between the Employer and the employee. The personal holidays shall not be treated as a holiday for purposes of the holiday pay provisions covering National Holidays. The employee shall receive eight (8) hours of straight time pay, (or ten hours per holiday for employees working a four (4), ten (10) hour per day work bid week in the holiday week), including night shift premium when applicable for the day off and shall be scheduled to work an additional thirty-two (32) hours (30 hours if working a four (4) day, ten (10) hour per day work week in the holiday week) during the week in which the holiday is observed if the driver is within the ~~eighty percent (80%) guaranteed group~~60% Group or the Heavy 20% Group.

Section 6.4 Personal Day Off

~~Light 20% Employees~~ ~~Employees hired on or after May 22, 1988,~~ shall earn personal days on the following basis:

- After 120 days of service - 1 Personal Day
- After 240 days of service - 2 Personal Days
- After 360 days of service - 3 Personal Days

These personal days shall be administered on an anniversary year basis for the first year of employment and on a calendar-year basis thereafter.

Upon becoming an ~~80% Heavy 20% E~~employee or after forty-eight (48) months from the initial hire date, whichever period is shorter, employees shall receive three (3) additional personal days.

ARTICLE VII
VACATIONS AND ABSENCE LEAVES

Section 7.1 Length of Vacation

Each regular full-time employee covered by this Agreement who qualifies shall be entitled to a vacation with pay in accordance with the following schedule:

<u>NUMBER OF SUCCESSIVE YEARS OF QUALIFYING EMPLOYMENT</u>	<u>NUMBER OF WEEKS' VACATION WITH PAY</u>
1 thru 2 years	1 week
3 thru 8 years	2 weeks
9 thru 14 years	3 weeks
15 thru 19 years	4 weeks
20 or more years	5 weeks

As used herein, the term "successive" means employment uninterrupted by separation from service. The term "year of unqualifying employment" means an anniversary year of employment in the first and last years of employment and a calendar year of employment in all other years in which the employee meets the requirements for a vacation with respect to that anniversary or calendar year of employment, whichever is applicable.

Section 7.2 Vacation Qualifications for Employees

To qualify for his first vacation, each regular full-time employee must work not less than 1250 hours in his first year of employment.

Once an employee qualifies for his first vacation, he will qualify for each succeeding vacation ~~(except the vacation applicable to his last year of employment)~~ if (1) he is in service on January 1 of the calendar year in which the vacation is to be taken; and (2) he works not less than 1,400 work hours during the preceding calendar year.

~~During the last year of employment, an employee shall earn one (1) week paid vacation for each (250) hours worked, however, not to exceed the current vacation schedule.~~

After a full-time employee has qualified for his first vacation, but not more often than once in each three (3) years thereafter, such employee shall qualify for a vacation even though he worked less than 1,400 work hours provided his failure to work was due to his personal illness or injury.

Hours off which are paid for under the personal holiday, national holiday and vacation provisions of this Agreement shall be counted as hours worked for the purpose of meeting the 1400 hours worked requirement.

Casual employees who worked 1560 hours in the preceding calendar year shall qualify for a vacation. A casual employee who qualifies for regular full-time employment will have his vacation date same as his regular full-time employment date. A casual employee who fails to meet full-time employment requirements shall be paid any accrued vacation entitlement at the time of his termination.

The failure of a full-time employee to meet the hours worked requirement to qualify for a vacation in the next year shall affect only the year in which such vacation should have been taken, and such year of employment shall nevertheless be counted as a year of service for the purpose of determining the length of any subsequent vacations to which he may become entitled.

Section 7.3 Vacation Administration

(1) Calendar-Year Basis

Regular Full-Time Employees - Notwithstanding the qualifications which must be met with respect to each year of employment, but subject to refund or adjustment of vacation pay in the event such qualifications are not met, each regular full-time employee covered by this Agreement shall take each vacation on a calendar year basis; that is, between January 1 and December 31, in accordance with the following schedule:

<u>CALENDAR YEAR IN WHICH SERVICE ANNIVERSARY FALLS</u>	<u>NUMBER OF WEEKS' VACATION WITH PAY</u>
1st and 2nd Anniversaries	1 week
3rd thru 8th Anniversaries	2 weeks
9th thru 14th Anniversaries	3 weeks
15th thru 19th Anniversaries	4 weeks
20th and subsequent Anniversaries	5 weeks

(2) Vacation Pay for ~~80~~60% Employees and Heavy 20% Employees

Employees covered by this Agreement shall be fifty (50) hours straight time pay including night shift premium when applicable, when 1,400 or more work hours in a calendar year attained, for each week of vacation entitlement at the employee's rate of pay at the time the vacation is taken provided Heavy 20% employees who became a-top-80% employees on or after July 1, 2003 must work 2300 hours (including all work hours, paid vacation hours, paid holiday hours, paid jury hours and paid funeral hours) in the Employer's prior payroll year to be eligible for such fifty (50) hour vacation week(s).

(3) Vacation Pay for Light 20% Employees

Vacation pay for Light 20% employees shall be forty (40) hours of straight time vacation pay.

An employee must work 2300 hours (including all work hours, paid vacation hours, paid holiday hours, paid jury hours, and paid funeral hours) in the preceding calendar year to receive fifty (50) hours of straight time vacation pay. Employees who do not work 2300 hours shall be paid forty (40) straight time hours, when 1400 or more work hours in a calendar year are attained.

(4) Vacation Schedule

No less than nine percent (9%) of the rostered employees shall be allowed vacation during the summer months (Memorial Day through Labor Day), excluding casuals, for those weeks that are not a workweek before a holiday week or of a holiday week.

Preference in the choice of earned vacation dates shall be given on the basis of seniority with first choice going to the employee with the greatest length of continuous service.

(5) Vacation Weeks

All vacations shall be for calendar weeks, namely, Monday through Sunday. Vacations of two (2) weeks or more may be split, but not into any period of less than one (1) week, except as provided in the following paragraph.

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Employees with three (3) or more weeks of vacation in a year may elect to take two (2) weeks of vacation on an individual day basis. To do so, an eligible employee may request individual vacation days off in the following two different ways: 1) the employee must indicate in writing, when the Employer publishes its vacation preference sheet in February-March, that he elects to take one (1) week of vacation (five (5) work days if five (5), eight (8) hour bid week) or 4 days if 4, 10 hour bid week) on individual days. An employee at this time may indicate specific individual vacation dates. Preference in the choice of individual vacation days shall be given on the basis of seniority (and administered on a combined basis with paid personal holidays) with first choice going to the employee with the greatest length of continuous service; or 2) individual vacation days, not specified or granted during the February-March preference sign-up period, shall be scheduled by the Employer when: a) the employee has provided a dated and signed written, request to his supervisor of a specific vacation day off for the following workweek by Wednesday 8 P.M. preceding the following workweek; and b) the Employer determines that such request can be accommodated based on the Employer's determination of its business and staffing needs. These days off shall be granted on a "first requested-first granted basis" after the Employer determines that it will grant individual days off on the requested individual day. Under either process, it is recognized that the Employer may block out certain days or weeks when individual vacation days cannot be utilized due to business and staffing needs. Each vacation day shall equal eight (8) hours per day if five (5), eight (8) hour bid week or 10 hours per day if 4, 10 hour bid week for those employees entitled to forty (40) hour vacation weeks and shall equal ten (10) hours for those employees entitled to fifty (50) hour vacation weeks.

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(6) Holidays Within Vacations

Whenever a holiday recognized under this Agreement falls within a full-time employee's vacation period, the employee shall receive an extra day's pay or subsequent day of vacation as agreed upon by the Employer and the employee.

(7) One Vacation Per Calendar Year

No employee shall be entitled to more than one vacation in any calendar year of employment and no vacation may be accumulated from one calendar year to another.

(8) Adjustment of Pay in the Event of Layoff or Separation from Service

~~The granting of vacations on a calendar year basis is subject to the condition that should any employee leave service prior to having completed his qualifying hours in his last anniversary year of employment he shall refund to the Employer any vacation pay advanced but unearned. Any employee who is laid off, quits or is discharged and who has put in his qualifying 1,250 straight time hours since his last anniversary date shall receive the vacation pay due him, if any, within two (2) weeks of the date of layoff, quitting or discharge. Employees receive vacation on a calendar~~

year basis. In the event of a layoff or separation of employment, the Employer shall pay all accrued and unused vacation for the previous calendar year and shall pay a proration of the current calendar year to said employee.

(9) Vacation - Seniority Rights

An employee shall not be eligible for work on the Sunday immediately preceding the vacation week unless he notifies the person he normally reports to by Friday that he is available for such Sunday work. An employee on vacation shall not be eligible for work on the Sunday within that Monday through Sunday vacation workweek.

Section 7.4 Jury Service

When an employee is subpoenaed to appear at a court proceeding, he shall be excused from work for the day(s) on which he reports and will not be assessed an incident. The original subpoena shall be provided by the employee to the Employer within two (2) workdays of service upon the employee, but no later than seven (7) calendar days prior to the date of appearance.

When a regular full-time employee on the active payroll is summoned for jury service, he shall be excused from work for the days on which he reports for jury service and/or serves. He shall receive for each such day on which he so reports and/or serves and on which he otherwise would have worked the difference between his regular pay, straight time pay including night shift premium when applicable, for that day and the payment he receives for jury service, if any: provided, however, that no payment shall be made under the provisions of this Section to any employee summoned for jury service unless he shall have advised the Employer of the receipt by him of such jury summons not less than seven (7) days before the first day on which he is required to serve on the jury. Before any payment shall be made to any employee hereunder, he shall present to the Employer proof of his summons for service and of the time served and the amount of pay received thereof, if he shall have served as juror. When an employee is released for a day or part of a day during any period of jury service, he shall report for work. An employee receiving payment for time lost under this Section shall not receive payment under any other provision of this Agreement for said lost time. The maximum payment for jury duty shall not exceed fifteen (15) working days; however, if an employee is called for grand jury duty, then the maximum payment shall not exceed twenty-two (22) working days.

Section 7.5 Funeral Leave

The Employer agrees to pay regular full-time employees on the active payroll for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled workdays at straight time, including night shift premium when applicable, provided the employee attends the funeral. The term "immediate family" shall mean spouse, domestic partner (defined as "legally married same-gender spouse to whom the Associate is married under Illinois law; or individual joined to an Associate through a same-gender civil union recognized in Illinois"), parent, step-parent, child, step-child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law or any relative residing with the employee or with whom the employee is residing. The Employer agrees to pay regular full-time employees on the active payroll one (1) day's pay for the attendance of the funeral day for natural grandparents. Benefits under this Section shall not be available to employees for death in the immediate family arising while they are absent from work due to layoff, leave of absence, disability, or other reasons. Employees receiving payment for time lost under this Section shall not receive payments under any other provision of this Agreement for said lost time. Extended leave for a reasonable amount of

time will be allowed for the immediate family classifications. This extended leave will be granted without pay.

Section 7.6 General Leave of Absence

An employee who desires a personal leave of absence shall apply for such leave in writing. In his application he shall state the length of leave desired, the time when he would like to take it, and the reason for requesting the leave. Each request for leave of absence shall be processed in accordance with Employer policy and may be granted, limited or denied. During the period of a granted leave of absence, the employee shall not engage in any gainful employment and doing so shall constitute just cause for discharge. A personal leave of absence shall be for a maximum of six (6) months.

During a granted leave of absence period the employee shall not be entitled to benefits under this contract which did not accrue prior to the granting of the leave of absence.

Section 7.7 Military Leave - Vacation

For the year in which a person returns from a military leave of absence, he shall be eligible for vacation based on the date he returns to Employer service according to the following schedule:

- If he returns before June 1.....Full vacation allowance
- If he returns between June 1 and October 1....Half vacation allowance
- If he returns after October 1.....No vacation allowance

An employee who enters military service and returns within the same calendar year shall not receive more vacation pay than he would have received had he not entered military service.

Section 7.8 Family and Medical Leave Act

The Employer agrees to abide by the statutes, amendments, decisions, rules and regulations governing the Family and Medical Leave Act.

All employees who work for the Employer for a minimum of twelve (12) months and work at least 1250 hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993 unless otherwise provided by the FMLA.

Eligible employees are entitled to up to a total of twelve (12) weeks of unpaid leave during any twelve (12) month period for the following reasons:

1. Birth or adoption of a child or the placement of a child in foster care;
2. To care for a spouse, child or parent of the employee due to a serious health condition;
3. A serious health condition of the employee.

Reasons 1 through 3 stated above shall be administered as provided by the FMLA. The employee's seniority rights shall continue as if the employee had not taken leave under this Article, and the Employer will maintain health coverage during the period of the leave, as provided by law.

The Employer may require the employee to substitute earned paid vacation or other earned paid leave for part of the twelve (12) week period.

The employee is required to provide the Employer with at least thirty (30) days advance notice before FMLA leave begins, if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable, when possible notice should be in writing. The Employer has the

right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second (2nd) opinion at the Employer's expense. If the second opinion conflicts with the initial certification, a third (3rd) opinion from a health care provider selected by the first and second opinion health care providers, at the Employer's expense, may be sought, which shall be final and binding. Failure to provide timely certification shall cause any leave taken to be treated as an unexcused absence.

As a condition of returning to work, an employee who has taken leave due to his own serious health condition must be medically qualified to perform the functions of his job.

Disputes arising under this provision shall at the option of the Union be subject to the grievance procedure; and if utilized, shall preclude any court action.

The provisions of this Article are in response to the federal FMLA and shall not supersede any state or local law which provides for greater employee rights

All requests shall be made in writing, when possible, to the Human Resource Department and responses shall be provided, in a timely fashion, by the Human Resource Department.

ARTICLE VIII
SENIORITY

Section 8.1 Seniority Defined

Seniority means the rights accrued by regular full-time employees by length of continuous employment service as provided herein.

When two (2) or more employees are hired the same day their relative seniority shall be determined by lot.

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Section 8.2 Trial Period

The trial period for all employees shall be sixty (60) working days within a period of one hundred eighty (180) consecutive calendar days commencing with the first day worked. An employee may be discharged for any reason during the sixty (60) day period.

Section 8.3 Seniority Lists

By no later than April 30th of each year, the Employer shall post in each terminal covered by this Agreement a list of all regular full-time employees who had acquired seniority as of the preceding December 31st. Employees shall be listed on each list in the order of seniority with that employee with the greatest seniority listed first and his in-service date opposite his name. The in-service date posted opposite each employee's name shall be presumed to be correct unless an employee objects to the Employer and the Union within thirty (30) days of the date of posting. In the event of such objection, the employee or employees involved and representatives of the Employer and the Union shall meet to determine the correct in-service date. Once determined, said in-service date shall no longer be subject to objection.

Section 8.4 Termination of Seniority

An employee's seniority and his employment shall be terminated if he (1) quits; (2) retires; (3) is discharged; (4) fails to report after a layoff within

fourteen (14) calendar days after the Employer sends to the last address known of the employee a written notification to work unless said failure to return to work is due to proven illness or injury of the employee; (5) fails to report to work due to a proven non-worker compensation illness or injury of the employee for a period of twelve (12) consecutive months; (6) refuses, as an alternative to being laid off, to accept work in his classification at another terminal covered by this Agreement; (7) refuses, after having been laid off, to accept work in his classification at another terminal covered by this Agreement; or (7) if a full-time employee has been laid off by the Employer for a period of two hundred (200) or more consecutive calendar days.

An employee shall be considered as quitting: (a) who so notifies the Employer whether orally or in writing; (b) who fails to report for work within fourteen (14) calendar days after being recalled from layoff status unless such failure to report for work is due to proven illness or injury; (c) fails to report to work due to a proven non-worker compensation illness or injury of the employee for a period of twelve (12) consecutive months; (d) who fails to return from a leave of absence on the first workday following its expiration unless such failure to report for work is due to proven non-worker compensation illness or injury for a period of twelve (12) consecutive months; (e) who if a full-time employee is absent from work without approval for four (4) consecutive calendar days in a scheduled workweek; or (f) who while on leave of absence accepts other employment or goes into business for himself.

Section 8.5 Promotion to Supervisor

If an employee is promoted from a job within the bargaining unit to a supervisory position with the Employer he shall continue to accumulate seniority while working in the supervisory position for a period of one-year and if he returns to the collective bargaining unit within said one (1) year period, he shall commence work with the seniority rank he had at the time of his promotion plus the seniority accumulated while he was working in the supervisory position.

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Section 8.6 Seniority of Employees on Leaves of Absence

The seniority rights of an employee who, either by voluntary action or draft, entered the Armed Services of the United States shall continue as though he had not been absent, and he shall have the right to be reinstated to his employment as provided by law and regulation thereunder.

The seniority of an employee on an extended leave of absence, which is hereby defined as any leave of absence other than military leave of absence in excess of ninety (90) days, shall be protected to the expiration of said leave of absence but not in excess of one year, but shall not accumulate during any period of absence in excess of one year.

Section 8.7 Seniority for Layoffs and Recalls after Layoffs

Provided the employee is qualified, seniority shall control the order of permanent layoffs and permanent recalls after permanent layoffs on a bargaining unit-wide basis. Permanent layoffs are hereby defined as any layoff in excess of fourteen (14) calendar days.

Section 8.8 Seniority for Run Selections

A. Each regular run shall be posted and each regular full-time driver in the ~~top eighty percent (80%) of the seniority roster~~ 60% group or Heavy 20%

group shall be entitled to bid for it on a seniority basis provided he has the ability to handle the run.

- B. Irregular and experimental runs may either be assigned by seniority among available full-time drivers who have the ability to handle the run, or they may be posted for bidding by regular full-time drivers in the the first eighty percent (80%) of the working seniority roster60% group or the Heavy 20% group, provided further that if such runs are handled on an assigned basis and are continued after sixty (60) days they shall be posted for bidding by regular full-time drivers.
- C. If a run is assigned, the driver receiving the assignment shall hold it for five (5) days only and the premium day shall be assigned.
- D. Temporary runs or job assignments which are expected to continue for not less than one (1) nor more than four (4) calendar weeks may be assigned or dispatched by seniority among those full-time drivers who have the ability to handle the run and are available for such assignment, or they may be posted for bidding by regular full-time drivers in the first eighty percent (80%) of the seniority roster60% group or the Heavy 20% group. If a temporary vacancy in a run or job assignment is expected to continue in excess of four (4) calendar weeks due to illness, injury, leave of absence or assignment of the regular driver outside of the bargaining unit (such as dispatching, driver training, promotion, etc.), then such temporary job shall be bid on a temporary basis by regular full-time drivers in the first eighty percent (80%) of the seniority roster60% group or the Heavy 20% group with the understanding that when the absent employee returns to work in the bargaining unit he shall resume his original bid run.

If a driver who is assigned to work as a dispatcher outside the bargaining unit returns to work within the bargaining unit within ninety (90) days of such assignment, he shall resume his original bid run; but if he does not return at the end of ninety (90) days, then his run shall be re-posted for bidding by regular full-time employees in the first eighty percent (80%) of the seniority roster60% group or the Heavy 20% group on a permanent basis.

Temporary job bids shall expire and be rebid on a permanent basis at the end of six (6) months.

- E. The Employer and the Union agree to continue the present bidding rules and to mutually change same as circumstances warrant under prevailing conditions.
- F. Daily work shall be selected by seniority within a reasonable amount of time after the work is made available. Upon selection or assignment of a run, drivers shall start work at their start time or immediately after their selection or assignment, whichever is later. An employee not available to select a run will be bypassed.

Section 8.9 Voluntary Severance Program (Buy-Out Program)

The Employer shall have the right to offer, in its discretion, a voluntary severance program to eligible employees as may be defined by the Employer.

ARTICLE IX **HEALTH AND WELFARE**

Section 9.1 Health and Welfare Plan

A. — The Employer shall contribute to the Teamsters Local 710 Health and Welfare Fund ("Fund"), the sum of three hundred fifty-four dollars and seventy cents (\$354.70) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

The Employer must pay Health and Welfare contributions on all employees commencing thirty (30) days after their employment date regardless of whether they are full time or part time employees.

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By the execution of this Agreement, the Employer authorizes the Employers' Association who are parties hereto to enter into appropriate trust agreement necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

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If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks unless required to make such contributions for a greater length of time pursuant to the Family and Medical Leave Act ("FMLA"). If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If such an employee returns to work in a light duty or modified work assignment, the counting of the maximum length of time for continued contributions shall be suspended, subject to being resumed if the employee is ultimately not able to fulfill the requirements of the light duty or modified work position and must be returned to leave status. If an employee is reinstated from medical leave with a full duty release and must be returned to medical leave status because of the same prior injury, then the counting of the maximum length of time for continued contributions shall resume from where it was stopped on reinstatement.

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Contributions to the Health and Welfare Fund must be made for each week on each regular or casual employee who receives income attributable to that week, even though such employee may work only part-time under the provisions of this contract, including weeks where no work is performed under provisions of this contract (for example, vacation days, personal days or holidays), and although contributions may be made for those weeks into some other Health and Welfare Fund. Contributions will not be made for a regular or casual employee for any week during which the employee performs no work and earns no income.

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It is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare Fund or Funds created under this contract in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

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Employers, parties to this Agreement, agree to keep posted in a conspicuous place a copy of the Company's regular monthly report to the Trustees. Such reports shall contain the names of all employees covered by this Agreement on which payments have been made. Failure to report, the regular or regular extra men who are eligible for coverage, under the Trustees' Agreement, shall automatically make the employer responsible to the employee for the same terms and conditions contained in the Trustees' Agreement as well as the same benefits contained in the insurance coverage. Any deletions or omissions of employees previously covered shall be the responsibility of the Employer under the above provisions.

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The Employer has agreed to make contributions into the Fund as indicated below:

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Effective March 7, 2016, the sum of three hundred fifty-four dollars and seventy cents (\$354.70) per week in Health and Welfare Fund contributions for each employee covered by this Agreement.

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Effective August 1, 2016, the sum of three hundred seventy-four dollars and seventy cents (\$374.70) per week in Health and Welfare Fund contributions for each employee covered by this Agreement.

Effective August 1, 2017, the sum of three hundred ninety-four dollars and seventy cents (\$394.70) per week in Health and Welfare Fund contributions for each employee covered by this Agreement.

Effective August 1, 2018, the sum of four hundred fourteen dollars and seventy cents (\$414.70) per week in Health and Welfare Fund contributions for each employee covered by this Agreement.

Action for delinquent Health and Welfare and Pension contributions may be institute by either the Local Union or Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collection.

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B. The Employer shall offer all employees long-term disability coverage. The long-term disability plan shall provide employees coverage for 80% of wages until the employee returns to work. The cost of the long-term disability coverage shall be born exclusively by the Employer.

The Employer shall provide, maintain and administer the Employer's normal Health Care plan as provided at the Melrose Park complex, subject to the terms and conditions stated therein as the same may be amended by the Employer to be effective at the start of the Company's Health care plan year, for each Employee in the bargaining unit on the active seniority roster who enroll in the plan and pay the appropriate weekly contribution rate. The weekly contribution rates are as follows:

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Normal Health Plan	1/1/2012	1/1/2014	1/1/2015
Single Coverage	\$16.00	\$16.00	\$17.50
Dual Coverage	\$27.00	\$27.00	\$30.00
Family Coverage	\$38.00	\$38.00	\$42.50
Dental Plan		1/1/2014	1/1/2015
Single Coverage		\$1.00	\$1.50
Dual Coverage		\$2.00	\$3.00
Family Coverage		\$3.00	\$4.50
Vision Plan		1/1/2014	1/1/2015
Single Coverage		\$.30	\$.30
Dual Coverage		\$.60	\$.60
Family Coverage		\$.90	\$.90

1) The Company shall also offer HMO plans, when available to other Jewel associates in the Chicagoland area, with the same employee contribution rates available to other Jewel employees at the next available open enrollment period.

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

~~3) To receive health care, Casual drivers will have to work twenty eight (28) hours per week for single coverage during each semi-annual requalification period, and thirty (30) hours per week (as required by PPACA) for dual or family coverage during each semi-annual requalification period.~~

~~Qualifying periods are the employer's designated semi-annual periods. In the event the employer changes the monthly designated qualifying periods, the employee(s) qualification period shall not be extended as a result of such change. If allowed by PPACA, the Employer may adopt an annual process (rather than a semi-annual qualifying process) for 20% employees not working thirty (30) or more hours per week.~~

~~Optional life insurance is provided to employees at an additional cost.~~

~~The employer will provide the Union with a copy of the normal Health Care Summary Plan description upon execution of this agreement.~~

B. Healthy Pursuits

~~Effective January 1, 2014, the rates provided in subsection (A) above reflect the applicable rates for employees who successfully participate in Steps 1 and 2 of the "Healthy Pursuits" Wellness program/incentive(s) as may be modified by the Employer. Participation requirements (Steps 1 and 2) shall start with the Employer's Open enrollment process commencing during October 2013 for the 2014 Plan Year, and completion of Step 3 pursuant to the Company's standard timeline during plan year 2014 and subsequent years. Effective January 1, 2014, employees who do not participate in the "Healthy Pursuits" wellness incentive program (Steps 1,2 and 3) shall pay the applicable "Non-Healthy Pursuit Rates" (i.e., the "Healthy Pursuits Rates" plus the differential in the respective incentives for associates and their spouse/dependents).~~

C. Voluntary, Optional Basic PPO, HSA, Basic Dental and Vision Programs

~~Effective January, 1, 2014, but without commitment thereafter, the Employer agrees to provide and administer optional plans such as Basic PPO, HSA, and DMO for each member in the bargaining unit who qualifies for coverage as provided by Section 9.1. These optional benefit plans may be continued, substituted, modified or terminated by the Company and are to be available at employee contribution rates determined by the Company and without a duty to bargain.~~

ARTICLE X

RETIREMENT AND PENSION

Section 10.1 Retirement and Pension

~~The Employer shall provide coverage, to all employees covered by this Agreement, under a Company-sponsored 401(k) Plan (the "401(k) Plan"), in accordance with the terms of the 401(k) Plan, as applicable to the Union.~~

~~(a) The 401(k) Plan shall be administered by the Company, or its designee, which shall have the right to modify the terms of the Plan, except as described in Article 10.1(b) below, or to change service providers from time to time to comply with the law or to make administration of the 401(k) Plan more cost-effective, in accordance with its responsibilities as the 401(k) Plan's administrator. The~~

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Company also reserves the right to change investment options offered under the 401(k) Plan, the 401(k) Plan's record keeper, and/or the 401(k) Plan's investment manager.

(b) The Employer shall contribute five dollars (\$5.00) per hour worked or paid for on behalf of each employee covered by this Agreement. The Employer contributions shall be contributed irrespective of whether the employee contributes additional money to the plan.

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~~For the duration of this agreement, the~~The Employer agrees to provide and administer its normal retirement program subject to the terms and conditions stated therein as the same may be amended from time to time for each regular full-time employee in the collective bargaining unit.

ARTICLE XI **NO STRIKES; NO LOCKOUTS**

Section 11.1 No Strikes; No Lockouts

The Union and the Employer agree on the need for the continuance of their service to the public without interruption. Both recognize this objective as necessary to the security of the Employer and its people and specifically pledge themselves to help assure that security by using the procedures agreed upon between them for the adjustment of disputes and grievances in all cases where there is any difference of opinion concerning the rights of either under this contract or the interpretation or application of any provision of it. Therefore, during the term of this Agreement there shall be no strikes, stoppage, no sympathy strike, diminution or suspension of work, except as described in Section 11.2, of any kind whatsoever on the part of the Union or its membership; nor shall there be any lockout on the part of the Employer.

Section 11.2 Picket Lines

No employee covered by this Agreement shall be required to go through a Teamster picket line, when the picket line is approved by Teamsters Joint Council No. 25.

ARTICLE XII **GRIEVANCES AND ARBITRATION**

Section 12.1 Discipline and Discharge

The Employer shall not discipline nor discharge any employee without just cause. Warning letters shall be effective only for a period of one (1) year from the date issued. Any employee, other than employees in the trial period set forth in Article VIII, Section 8.2, may request an investigation of his discipline or discharge through the grievance procedure as follows:

1. Any grievance involving a claim of improper disciplinary action, suspension, or discharge must be presented in writing within fourteen (14) calendar days after the employee is notified of such discipline, suspension, or discharge for the grievance to be considered timely filed. Failure to file such written grievance within this fourteen (14) day period shall result in the grievance being deemed as untimely filed and the provisions of this Article shall not be invoked on the employee's behalf.

- (a) Within five (5) working days after the filing of the grievance, the union steward and/or union field representative shall meet with an employer representative in an attempt to resolve the grievance. If the grievance is not resolved then...
- (b) If deemed useful by either party, a designated Union and Employer representative shall meet within ten (10) calendar days after Step 1 (a) above in an attempt to resolve the grievance. This meeting shall take place on the company premises. Each party will be allowed one (1) postponement at the 1st step grievance level. If the grievance is not resolved, then...

~~(g)~~ (c) Within thirty (30) days after the completion of Step 1 (a) above or within twenty (20) days after the completion of Step 1 (b) above, whichever step is applicable, the grievance shall be submitted to a Joint Grievance Committee which shall meet on a monthly basis at the Jewel complex and which shall consist of no less than two (2) Employer-designated representatives and two (2) Union-designated representatives. Each party will be allowed one (1) postponement at the Joint Grievance Committee level. The Joint Grievance Committee shall consider the grievance and shall render a resolution of the grievance, by majority vote, which shall be final and binding on the Employer, Union, and employee. If the Joint Grievance Committee is deadlocked on the resolution of the grievance, then either the Employer or Union may invoke the arbitration procedure set forth in Step 12.2 (1) (c) below.

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Section 12.2 Grievances Other Than Discipline or Discharge

All grievances relating to the interpretation or application of any provision of this Agreement, other than the discipline or discharge of an employee, shall be processed as follows:

- 1. Any grievance involving a claim relating to the interpretation or application of this Agreement must be presented within thirty (30) calendar days after the cause giving rise to the grievance becomes evident to be considered timely filed. Failure to file such grievance within this thirty (30) day period shall result in the grievance being deemed as untimely filed and the provisions of this Article shall not be invoked, unless this time limit is waived by mutual agreement between the union and employer.
 - (a) Within fourteen (14) calendar days after presentation of the grievance, representatives of the Union and Employer shall meet and attempt to reach a settlement which shall be final and binding on all parties. This meeting shall take place on the company premises. Each party will be allowed one (1) postponement at the first (1st) step grievance level.
 - (b) If the parties fail to reach a final and binding settlement, as provided for in (a) above, then the grievance shall be submitted to the Joint Grievance Committee as defined in Section 12.1 (1) (c) above, within thirty (30) calendar days after the date on which it has been determined a settlement cannot be reached, or within such additional time as shall be mutually agreed to by the Union and Employer. Each party will be allowed one (1) postponement at the Joint Grievance Committee level. If the Joint Grievance Committee resolves the grievance by a majority vote, then such decision shall be final and binding on all parties to the grievance. If the Joint Grievance

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Committee is deadlocked on the disposition of the grievance, then the Union or the Employer may invoke arbitration as provided in Step (c) below. The parties agree to develop mutually acceptable rules after contract ratification for Joint Grievance Committee hearings.

- (c) Arbitration. If the Union decides to arbitrate the grievance, then within seven (7) working days from the date of the Joint Grievance Committee deadlock, or within such additional time as agreed to by the Union and the Employer, then either the Union or Employer will request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven (7) Arbitrators. The Employer and the Union shall each strike three (3) names, the Union striking the first name, and the person whose name remains shall become the Arbitrator. Selection of the Arbitrator must be done within seven (7) calendar days of receipt of the list. The arbitration must take place within sixty (60) calendar days after selection of the Arbitrator. If the selected Arbitrator cannot hear the grievance within sixty (60) calendar days, then the Arbitrator who was struck last from the list will hear the grievance. This procedure will continue until an Arbitrator is selected who will hear the grievance within sixty (60) days. The arbitrator shall not ignore, add to, subtract from or modify any terms of this agreement. The parties recognize that all binding past practices are contained within the specific terms of this Agreement or specifically renewed Letters of Understanding attached to this Agreement and no other alleged practice(s) shall be considered in any arbitration. Nothing herein shall limit the parties past practice of agreeing upon mutually acceptable, written Letters of Understanding during the term of this Agreement. Any such Letter of Understanding must be signed by the Vice President or Director of Labor Relations and an official of the Local to be recognized by an arbitrator. All findings of the Arbitrator shall be final and binding upon the Union, Employer and complaining employee(s), if any. Briefs must be filed within seven (7) days of receipt of transcripts. The Arbitrator is prohibited from altering the terms and conditions of this Agreement. The fees and expenses of the arbitration shall be paid by the loser, unless the parties have agreed that the fees and expenses of the arbitration shall be equally shared, and the Arbitrator is required to determine who is the loser. Examples of reasonable fees are the Arbitrator's fee and per diem, court reporter fees, room rentals, and daily wages for necessary witnesses.

Section 12.3 Grievance Awards

Monetary awards either by settlement, Joint Grievance Committee or Arbitration, shall be paid within thirty (30) days.

ARTICLE XIII

MISCELLANEOUS

Section 13.1 Training

Supervisors may train bargaining unit associates.

Section 13.2 Drug Testing

Drug testing shall arise for accidents involving damage to property in excess of five hundred (\$500.00), injury to another person or employee injury resulting in medical (physician) attention. Department of Transportation threshold levels for

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drug and alcohol shall be utilized in all testing to determine whether an employee is under the influence of drug(s) and/or alcohol. The Employer shall retrain Managers and Supervisors as needed in the detection of drug and alcohol use. When a Manager or Supervisor believes through observation or information that an employee is acting in an abnormal manner, another Manager or Supervisor shall be called to observe the employee, if readily available on the premises.

Section 13.3 Worker Compensation Panel

Upon agreement between the employer and the Union, and subject to the approval of the Industrial Commission, the employer shall maintain a list of physicians, to be known as a Panel of Physicians, who are accessible to the employees. The employer shall post this list in a place easily accessible to his employees. The employee shall have the right to make an alternative choice of physician from such Panel if he is not satisfied with the physician first selected. If, due to the nature of the injury or its occurrence away from the employer's place of business, the employee is unable to make a selection from the Panel, the selection process from the Panel shall not apply. The physician selected from the Panel may arrange for any consultation, referral or other specialized medical services outside the Panel at the employer's expense. In the event the Commission shall find that a doctor selected by the employee is rendering improper or inadequate care, the Commission may order the employee to select another doctor certified or qualified in the medical field for which treatment is required. If the employee refuses to make such change the Commission may relieve the employer of his obligation to pay the doctor's charges from the date of refusal to the date of compliance.

Section 13.4 Successor

This Agreement shall be binding upon the parties hereto, their successors and assigns. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, and assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy provided to the Local Union at the time the seller, transferor or lessor executes a contract of transaction as herein described.

Section 13.5 License

In the event an Employee shall suffer a suspension or revocation of his right to drive the Employer's equipment and the Employee has notified the Employer of the suspension or revocation immediately upon knowledge of the violation, the Employer shall grant a leave of absence for a period of up to thirteen (13) months.

ARTICLE XIV

TERM

Section 14.1 Initial Term

Except as the context of a provision shall provide otherwise, this Agreement shall become effective at 12:01 a.m., ~~August~~March 7, 2016~~2~~ and shall expire 11:59 p.m., March 6, 2021~~6~~.

Section 14.2 Renewal Term

If either party wishes to modify this Agreement at its expiration, it shall serve notice in writing of such request upon the other party not less than sixty (60) days prior to the expiration date. In the absence of the service of such notice, this Agreement shall automatically renew itself for a period of one year and from year to year thereafter.

TEAMSTERS, LOCAL 710

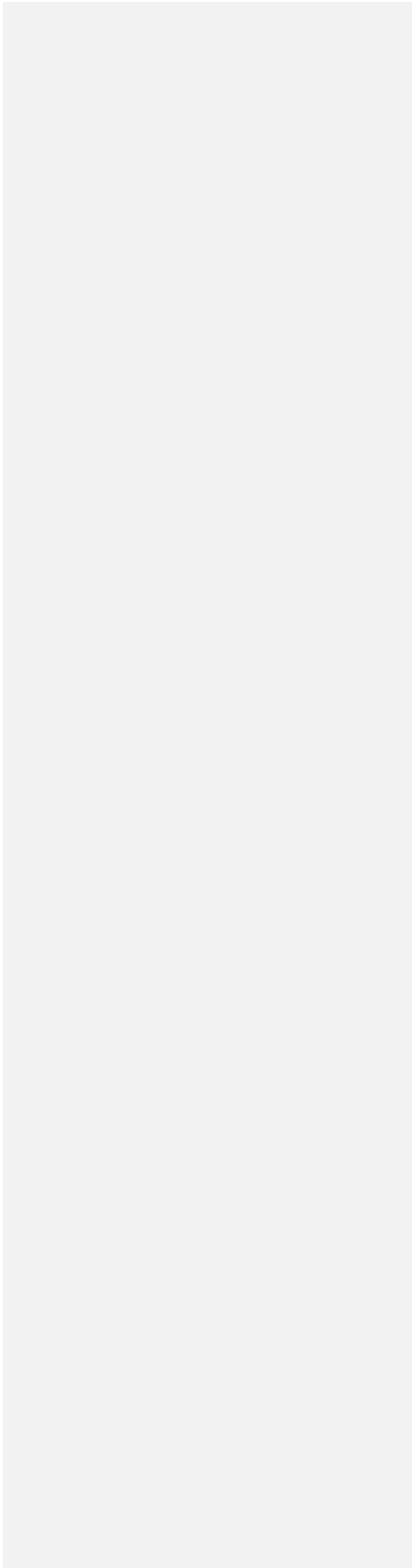
JEWEL FOOD STORES INC.

BY _____

BY _____

|

|



APPENDIX A - WAGE RATES

Section A.1 Wage Rates

Contract Ratification Bonus

A contract Ratification bonus of ~~500~~ ~~1,000~~ 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.

Top of Scale Wage Increase

~~Top of scale employees shall receive a \$0.25 ten percent (10%) per increase to their hourly wage rate effective March 7, 2016 and each anniversary year of the Agreement thereafter. increase. effective the Monday March 2, 2015 for a contractual duration through Sunday March 6, 2016 at 11:59:59 pm.~~

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

Drivers/Spotters

<u>Effective</u>	<u>New Hire</u>	<u>6 months</u>	<u>12 months</u>	<u>18 months</u>	<u>24 months</u>	<u>30 months</u>	<u>36 months</u>
<u>3/7/16</u>	<u>\$22.00</u>	<u>\$22.75</u>	<u>\$23.50</u>	<u>\$24.25</u>	<u>\$25.00</u>	<u>\$25.75</u>	<u>\$27.66</u>
<u>3/7/17</u>	<u>\$23.10</u>	<u>\$23.85</u>	<u>\$24.60</u>	<u>\$25.35</u>	<u>\$26.10</u>	<u>\$26.85</u>	<u>\$29.05</u>
<u>3/7/18</u>	<u>\$24.26</u>	<u>\$25.01</u>	<u>\$25.76</u>	<u>\$26.51</u>	<u>\$27.26</u>	<u>\$28.01</u>	<u>\$30.50</u>
<u>3/7/19</u>	<u>\$25.47</u>	<u>\$26.22</u>	<u>\$26.97</u>	<u>\$27.72</u>	<u>\$28.47</u>	<u>\$29.22</u>	<u>\$32.02</u>
<u>3/7/20</u>	<u>\$26.74</u>	<u>\$27.49</u>	<u>\$28.24</u>	<u>\$28.99</u>	<u>\$29.74</u>	<u>\$30.49</u>	<u>\$33.62</u>

DRIVERS /SPOTTERS Wage Schedule Progression

0 6 months	20.31 22.35
7 12 months	20.85 22.94
13 18 months	21.40 23.54
19 24 months	21.94 24.14
25 30 months	22.48 24.73
31 36 months	23.02 25.33
Over 36 months	25.74 28.32

CLASSIFICATION ~~8/1/12~~ 3/7/16

~~Drivers/Spotters who have not progressed through the 36 month progression and who are an 80% employee in the top eighty percent (80%) of the seniority list 60% group and Heavy 20% group shall receive the 36 42 month rate.~~

~~Drivers & Spotters \$28.32~~

~~Twenty percent (20%) Light 20% E~~ Employees shall continue to receive personal days as set forth in Section 6.3 and vacation pay as set out in Section 7.3(3).

Employees in the thirty-six (36) month wage structure will move to the top driver rate upon becoming an ~~eighty percent (80%) Heavy 20% Employee~~ or a 60% Employee.

Casual Drivers/Spotters: ~~\$17,0020.00~~

After twelve (12) months of employment all Casual Drivers/Spotters shall be paid in accordance with the wage scale progression.

Section A.2 Mileage Rates

Jewel Drivers may select available mileage runs ~~as determined by the company~~. If pay for the mileage run is less than the daily straight time base rate guarantee then the employee shall be compensated the difference for the guaranteed day. All non-driving time, as provided below, shall be paid at straight time rates when part of a bid workweek or less than forty (40) straight time hours in a workweek.

Drivers who select a mileage bid will be paid based on the activities as noted below and to include check in, check out, pre-trip, post trip, store delivery time, backhaul and vendor pick up time:

1. Single stop dispatch and unload at store activity pay (includes forty-five (45) minutes on complex and seventy-five (75) minutes to unload all the pallets on the trailer). Complex delays in excess of thirty (30) minutes beyond the forty-five (45) minute complex time shall be paid at the hourly rate after one (1) hour and fifteen (15) minutes provided such delay is immediately reported and documented.
2. Additional store stop activity pay to include any add on stops to pick up salvage or a D/S backhaul (2nd, 3rd, 4th, etc. includes thirty (30) minutes of store set up time for each stop). This activity pay is in addition to #1.
3. Live B/H load activity pay (includes sixty (60) minutes to load trailer and thirty (30) minutes to set up trailer at dock and sign paperwork). This activity is in addition to #1.
4. Deadhead D/S to store or B/H activity pay (includes forty-five (45) minutes complex time and thirty (30) minute store or B/H set up time).
5. Deadhead Live B/H load activity pay (includes forty-five (45) minutes complex, sixty (60) minutes to load trailer and thirty (30) minutes to set up trailer at dock and sign paperwork).

The mileage rate will be ~~.57374~~ the top scale (current rate ~~based on~~ divided by 45.5 mph) (rates listed below for each year of the contract) for delivery to those stores identified as Outer Zone provided the majority of the pallets are classified as such. In instances where the majority of the pallets are identified as City, the driver's respective hourly pay rate will apply.

Vacation eligibility/administration hours (Section 7.2 and Section 7.3) and Health and Welfare Plan eligibility hours (Section 9.1) shall be calculated on the basis of Department of Transportation log hours for Outer Zone mileage drivers.

Outer Zone is defined as stores outside of the Counties of Lake, McHenry, Boone, DeKalb, Kane, DuPage, Cook, Kendall, and Will in the State of Illinois, and outside the County of Lake in the State of Indiana and outside the County of Kenosha in the State of Wisconsin.

Mileage Rates

<u>Effective</u>	<u>Rate Per</u> <u>Mile</u>
<u>3/7/2016</u>	<u>\$0.61</u>
<u>3/7/2017</u>	<u>\$0.64</u>
<u>3/7/2018</u>	<u>\$0.67</u>
<u>3/7/2019</u>	<u>\$0.70</u>
<u>3/7/2020</u>	<u>\$0.74</u>

DISPATCHER and LOAD PLANNER APPENDIX A - WAGE RATES

Section A.1 Wage Rates

Contract Ratification Bonus

A contract Ratification bonus of ~~\$500~~ \$1,000 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.

Top of Scale Wage Increase

~~Top of scale employees shall receive a \$0.25 per 10% increase to their hourly wage increase rate on March 7, 2016 and each anniversary year of the Agreement thereafter, effective the Monday March 2, 2015 for a contractual duration through Sunday March 6, 2016 at 11:59:59 pm.~~

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

<u>Effective</u>	<u>New Hire</u>	<u>Dispatchers Load Planners</u>					
		<u>6 months</u>	<u>12 months</u>	<u>18 months</u>	<u>24 months</u>	<u>30 months</u>	<u>36 months</u>
<u>3/7/2016</u>	<u>\$18.00</u>	<u>\$18.75</u>	<u>\$19.50</u>	<u>\$20.25</u>	<u>\$21.00</u>	<u>\$21.75</u>	<u>\$27.66</u>
<u>3/7/2017</u>	<u>\$18.90</u>	<u>\$19.65</u>	<u>\$20.40</u>	<u>\$21.15</u>	<u>\$21.90</u>	<u>\$22.65</u>	<u>\$29.05</u>
<u>3/7/2018</u>	<u>\$19.85</u>	<u>\$20.60</u>	<u>\$21.35</u>	<u>\$22.10</u>	<u>\$22.85</u>	<u>\$23.60</u>	<u>\$30.50</u>
<u>3/7/2019</u>	<u>\$20.84</u>	<u>\$21.59</u>	<u>\$22.34</u>	<u>\$23.09</u>	<u>\$23.84</u>	<u>\$24.59</u>	<u>\$32.02</u>
<u>3/7/2020</u>	<u>\$21.88</u>	<u>\$22.63</u>	<u>\$23.38</u>	<u>\$24.13</u>	<u>\$24.88</u>	<u>\$25.63</u>	<u>\$33.62</u>

DISPATCHERS and LOAD PLANNERS Wage Schedule Progression

	<u>8/1/123/7/2016</u>
0 - 6 months	\$20.31622.35
7 - 12 months	20.85822.94
13 - 18 months	21.40023.54
19 - 24 months	21.94124.14
25 - 30 months	22.48324.73
31 - 36 months	23.02425.33
Over 36 months	25.74528.32

CLASSIFICATION 8/1/123/7/2016

~~Dispatchers/Load Planners who have not progressed through 36 month wage progression and who are in the top eighty percent (80%) of the seniority list 60% group and the Heavy 20% group shall receive the 42 month rate, an 80% employee:~~

~~\$28.32~~

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

~~\$26.09528.70~~

~~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.~~

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~~Dispatcher and/or Load Planners (excluding 20% employees) hired on or after August 1March 7, 20162 shall be paid the following minimum rates: \$15.0019.00 start, \$.25 increase each 6 full months of completed service up to \$18.00After one (1) year of service these employees shall move to the regular wage progression.~~

~~20% Dispatcher and/or Load Planners hired on or after March 7, 2016: \$15.0013.00 After one year of service these employees shall move to the regular wage progression.~~

March ~~7~~, 201~~6~~³

Mr. John Coli
Trustee
Teamsters, Local 710
9000 W. 187th Street
Mokena, IL 60448

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RE: Drivers Letters of Understanding – Saturday and Sunday Work Posting For Employees
With Right of First Refusal – Drivers Section 4.4(A) (7)

Dear Mr. Coli:

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This letter will confirm our mutual agreement pertaining to the above-captioned matter as follows:

Employees with right of first refusal who have signed up for Saturday or Sunday work will be allowed on five (5) separate occasions in a rolling 12 month period to withdraw their name after the schedule has been posted. The employee(s) will not be considered absent under the attendance policy on the five (5) separate occasions provided they give written notice to the superintendent by noon Wednesday before the Saturday or Sunday. Any other incident of an employee(s) signing up for Saturday or Sunday work and not reporting for work will be considered an absence under the attendance policy.

If you are in accord with this agreement, please indicate by signature below.

Very truly yours,

Dan Dosenbach
Vice President, Labor Relations

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Accepted this _____ day of _____ 201~~6~~³

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By: _____
Local 710, John Coli

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March ~~7~~, 201~~6~~³

Mr. John Coli
Trustee
Teamsters, Local 710
9000 W. 187th Street
Mokena, IL 60448

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RE: LETTER OF UNDERSTANDING – TRAILER DROPS

Dear Mr. Coli:

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This letter will confirm our mutual agreement and understanding pertaining to the above captioned matter as follows:

- 1) The Company has established eleven (11) permanent bids representing twenty-eight (28) trailer drops.
- 2) The Company may increase the number of daily trailer drops but in no event shall the number of daily trailer drops exceed thirty-four (34) without the prior written consent of the Union.
- 3) In the event the Company desires to increase the number of daily trailer drops above twenty-eight (28), one permanent bid will be established for each two (2) additional daily trailer drops. The total number of daily drops, however, shall not exceed thirty-four (34) without the prior written consent of the Union.
- 4) The Union reserves the right to unilaterally terminate paragraphs 1, 2, and 3 of this agreement if the Company abuses the agreement. However, prior to termination, the Union will give the Company notice, in writing, and agree, if requested, to meet within seven (7) days to discuss in good faith the abuse(s) in an effort to resolve the situation.

If you are in accord with the aforementioned agreement, please execute and return all copies of this Letter of Understanding. Upon receipt of same, we shall return two (2) fully executed copies for your files.

Very truly yours,

Dan Dosenbach
Vice President, Labor Relations

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Accepted this _____ day of _____, 2016

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By: _____
Local 710, John Coli

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March ~~7~~, 201~~6~~³

Mr. John Coli
Trustee
Teamsters, Local 710
9000 W. 187th Street
Mokena, IL 60448

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RE: LETTER OF UNDERSTANDING - PRODUCTIVITY

Dear Mr. Coli:

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This letter will confirm our mutual agreement and understanding pertaining to the above captioned matter as follows:

Before the Employer implements any change in productivity, it agrees to give the Union advance notice before implementation of the standard. The Employer agrees to negotiate the standard, however, it reserves the right to implement the standard ninety (90) days after notice to the Union. The Employer recognizes the Union's right to arbitrate the reasonableness of the standard and to allow an outside, independent specialist to review the standard after implementation. The Employer may, as mutually agreed upon with the Union, implement an incentive pay program related to productivity and/or grid pay during the term of this agreement.

If you are in accord with the aforementioned agreement, please execute and return all copies of this Letter of Understanding. Upon receipt of same, we shall return two (2) fully executed copies for your files.

Very truly yours,

Dan Dosenbach
Vice President, Labor Relations

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Accepted this _____ day of _____ 201~~6~~³

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By: _____
Local 710, John Coli

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March 7~~1~~, 2016~~3~~

Mr. John Coli
Trustee
Teamsters, Local 710
9000 W. 187th Street
Mokena, IL 60448

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RE: DRIVERS - LETTER OF UNDERSTANDING – POOLS FOR for LIGHT 20% DRIVERS

Dear Mr. Coli:

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There will be three (3) pools that Light 20% employees can choose a schedule from. Light 20% employees will select their pool by seniority. The employer reserves the right to determine the number of schedules, the start times and days off in each pool which may change on a weekly basis. However, the employer retains the right to increase or reduce this number based on business needs with defined start times on a weekly basis. The defined start time bids will be selected by seniority. The employer reserves the right to determine the days off and the start times of the defined bids.

After Light 20% drivers have been called in for work within their pool, if additional drivers are needed, then casual or cartage drivers may be utilized in the pool. Cartage drivers will not be utilized, ~~until the 20% drivers that are scheduled within their pool, or on a straight time drop off day, for that day have been called in.~~

To be eligible for extra day work, a Light 20% driver must be able to meet his pool time for his scheduled next day of work.

The current start times of the three (3) pools will be as follows:

- 1) 12:01 a.m. to 6:00 a.m.
- 2) 8:00 a.m. to 2:00 p.m.
- 3) 4:00 p.m. to 10:00 p.m.

The current defined bid start times will be as follows:

- 1) 4:30 p.m.
- 2) 5:30 p.m.
- 3) 6:30 p.m.

Very truly yours,

Dan Dosenbach
Vice President, Labor Relations

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Accepted this _____ day of _____ 2016

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By: _____
Local 710, John Coli

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March 4~~7~~, 2016~~3~~

Mr. John Coli
Trustee
Teamsters Local 710
9000 W. 187th Street
Mokena, IL 60448

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RE: DRIVERS - LETTER OF UNDERSTANDING – CASUAL LANGUAGE

Dear Mr. Coli:

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On a daily basis, after all Jewel Drivers have been utilized in accordance with the contract as stated in Section 4.4(A)(6) and 4.4(A)(7), thus giving all drivers an opportunity to work, Jewel may not utilize Cartage drivers to cover any additional needs. Jewel will work, in good faith, with the Union and attempt to hire a minimum of ten (10) Casual Drivers, qualified and available to meet business needs, onto the seniority roster within three (3) months of the contract being ratified and will commit to maintaining a minimum of five (5) drivers on the Casual seniority roster. It is recognized that if a Casual Driver leaves the business for any reason and less than five (5) Casual Drivers exist, the intent of the provision is for the Employer to work, in good faith with the Union to secure additional casual driver(s) to minimally maintain a roster of five (5) Casual Drivers.

- 1) Any new casual driver will be hired as a Jewel Employee.
- 2) Casual drivers will be guaranteed eight (8) hours on the day they work, but they will not be guaranteed forty (40) hours of work per week.
- 3) Casuals will receive a weekly work schedule.
- 4) To receive personal holidays and vacation, casual drivers will have to work 1,560 hours in a calendar year.
- 5) Casuals are paid a single wage rate, unless paid at the mileage rates; they are not on a progression (entry level contract rate) and receive only annual increases. Casuals move to the wage rate progression upon becoming a Light 20% employee.
- 5)6) Regular employees shall be offered all available work (including work on drop off days) before any casual employee.
- 6)7) The attendance point program shall not apply to casual drivers. A casual driver may be discharged for repeated attendance issues by the Employer, ~~and such discipline is not reviewable by the grievance and arbitration process.~~ All ~~other~~ discipline shall be reviewable as provided by Section 2.1(E)(4) of the Master Agreement.

Very truly yours,

Dan Dosenbach
Vice President, Labor Relations

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Accepted this _____ day of _____ 2016

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By: _____
Local 710, John Coli

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**TEAMSTERS, LOCAL 710
AND
JEWEL FOOD STORES INC.
DISPATCHERS & LOAD PLANNERS
ADDENDUM**

TERM: ~~38/71/2016~~ to

3/6/20~~21~~16

Supplemental Agreement covering Load Planner and Dispatcher employees assigned to the Transportation Department entered into between Jewel Food Stores, Inc. hereinafter referred to as the "Employer" and the Teamsters, Local 710 hereinafter referred to as the "Union".

ARTICLE I

RECOGNITION

Section 1.1 Recognition

Unless otherwise specified herein the general conditions and obligations of the parties hereto set forth in the Master Contract covering transportation employees shall be applicable and are hereby incorporated shall cover Load Planner and Dispatcher employees.

The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all employees of the Employer engaged as dispatching and load planning operations by the Employer in its terminals located at:

1955 West North Avenue, Melrose Park, Illinois

excepting, however, all employees holding executive, supervisory or professional positions, office employees and employees on the general office payroll, employees in the bakery at Melrose Park, engineers and engineer helpers, drivers, mechanics watch service personnel furnished by others, cafeteria employees, wood finishers, nailers, millmen and other skilled craftsmen, and employees covered by other bargaining agreements.

Section 1.2 Movement of Terminals

The Employer agrees that it will not change the location of the above terminals in an effort to obtain different wages and working conditions than those prevailing in this Agreement; provided, however, that this shall in no way restrain the Employer from transferring and changing its terminals provided that it continues the wages and working conditions in the relocated terminal or terminals. It is further expressly understood that this Section applies only to terminal operations pertinent to the Jewel Food Stores Division of the Employer.

Section 1.3 Opening New Warehouses

When a new warehouse, or warehouses, is opened to perform any part or all of the warehousing operations described in Article I now being performed by employees covered by this Agreement in the area included in the Counties of

Lake, McHenry, Boone, DeKalb, Kane, DuPage, Cook, Kendall and Will in the State of Illinois, and in the Counties of Lake and Porter in the State of Indiana and in the County of Kenosha in the State of Wisconsin, or within a radius of one hundred (100) miles from 1955 West North Avenue, Melrose Park, Illinois, whichever is greater, the Employer shall offer to all employees covered by this Agreement the opportunity to transfer to regular positions in the new warehouse, in the order of their seniority, with first preference to employees in the warehouse or warehouses which will be affected in whole or in part by the opening of the new warehouse or warehouses. The transferred employees shall for a period of thirty (30) days following the transfer have an unqualified right to return to their old warehouse or warehouses if it is still in existence, and carry with them their old seniority at that warehouse or warehouses. Employees who avail themselves of the transfer privilege because they are on layoff from their original warehouse may exercise their seniority rights if work becomes available at the original warehouse during the one year layoff period allowed them at their original warehouse. This provisions shall not apply to an existing, operating warehouse that may be acquired by the Employer after the date of execution of this Agreement.

ARTICLE II

GENERAL

Section 2.1 Definitions

Whenever used in this Agreement, the following terms shall have the following definitions:

- (a) A regular full-time employee is an employee who is employed to work on a regular full-time basis and who has satisfied the Employer's requirements for regular full-time employment as to education, character, sight, hearing, age, physical condition, safe driving and previous employment.
- (b) A 20% employee is an employee who is employed to regularly work less than full-time (that is less than forty (40) hours per week).

ARTICLE III

WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Section 3.1 Workday and Workweek

The basic workday for all full-time employees shall consist of eight (8) consecutive hours exclusive of one-half (1/2) hour unpaid meal period.

The basic regular workweek for each full-time employee shall be five (5), eight (8) hour days or nights Monday through Sunday.

The Employer agrees to notify the Union in advance of any permanent changes in shift schedules.

~~Full-time Employees hired after 4/1/98 will have a basic regular workweek of any five (5), eight (8) hour days or nights, Monday through Sunday.~~

20% employees will be employed to work eight (8) hours in a workday and may be scheduled to work less than forty (40) hours in a week. 20% calculation is

understood to be calculated on total dispatcher/load planner headcount times 20% and rounded down or up to nearest whole number.

Section 3.2 Work Schedules

The Employer reserves the right to determine work schedules and the number and starting times of work shifts except that scheduled starting times shall be the same Monday through Friday. Work schedules may be changed from time to time provided that reasonable advance notice of such changes is given the employee affected thereby. Variations from group shift schedules may be made for employees with special assignments. The two relief men and 20% employees may have their starting times changed on a daily basis.

Section 3.3 Rest Periods

Each employee shall have one ten (10) minute rest period each half workday, which shall be scheduled as nearly as practicable at or near the middle of the half shift, and in any event to begin no earlier than the beginning of the second hour and to end no later than the end of the third hour of each half shift. Any employee required to work ten hours or more on any one shift shall be entitled to an additional ten (10) minute rest period for each two (2) hour period of overtime to be taken no later than at the end of the ninth (9th) hour, at the end of the eleventh (11th) hour, and at the end of each two (2) hour period thereafter.

Section 3.4 Work Guarantees

A. Sunday Work

Full time employees called in to work on Sunday outside their basic workweek shall be paid double time for all hours worked with a minimum guarantee of eight (8) hours or the full equivalent in pay.

Employees scheduled to work Sunday as part of their basic workweek shall be paid only for the hours actually worked on Sunday at double time.

Employees hired after 4/1/98 need to work forty (40) hours of straight time in a workweek in order to be eligible for double time for Sunday work.

B. Holiday Work

An employee called in to work on the legal holiday as provided in Section 6.1 of Master Agreement shall be paid double time for all hours worked between the hours of 12:01 a.m. and 11:59 p.m. with a minimum guarantee of eight (8) hours or the full equivalent in pay. Holiday work which is part of the completion of a non-holiday scheduled work shift shall be worked at straight time.

C. Saturday Work

An employee who starts work on Saturday after 12:01 a.m. shall be paid time and one-half (1-1/2) for such Saturday work with a minimum guarantee of four (4) hours work or the full equivalent in pay if the Saturday work is outside the employee's basic workweek or a full eight (8) hours guarantee if the Saturday work is part of the employee's regular workweek.

Saturday hours of work constituting part of a regular Friday night shift start shall be paid at the regular rate of pay.

Employees hired after 4/1/98 need to work forty (40) hours of straight time in a workweek in order to be eligible for time and one half (1-1/2) for Saturday work.

The daily guarantees and work schedules provided herein are subject to the following exceptions:

- a) The employee being able and available to work such hours, but shall not be forfeited due to injury or injuries incurred on the job that day.
- b) Fire, flood, or other emergency resulting from damage or breakdown to plant equipment, machinery or other facilities.
- c) Lack of materials or supplies resulting from the failure of delivery by persons or agencies other than the Employer and beyond the Employer's control.
- d) Other stoppages in public utility facilities which render continued operation of the warehouses impracticable.
- e) Stoppages of incoming or outgoing warehouse shipments.

Section 3.5 Overtime and Other Premium Pay

A. All employees may be required and scheduled to work overtime. When overtime is required it must first be offered in accordance with seniority to employees within each work group and on the shift in each area.

B. Overtime rates payable to all employees hired prior to 4/1/98. Overtime and other premium rates shall be paid to all employees as follows:

1. Time and one-half (1-1/2) the employee's straight-time hourly rate, including night shift premium when applicable, shall be paid for all work:

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- (a) After eight (8) hours in any one shift;
- (b) After forty (40) hours in any workweek, except a holiday workweek;
- (c) After forty (40) hours in any workweek in which a calendar holiday falls on Saturday;
- (d) After thirty-two (32) hours in a holiday workweek except when the calendar holiday falls on Saturday, in which event, time and one-half will be paid after forty (40) hours;
- (e) On Saturdays except when the Saturday work is regularly scheduled work at the end of a regular shift, except relief men and 20% employees. (Example of exception-work after Friday midnight at the end of a regularly scheduled Friday night shift.)

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(f) Before his regular starting time with a minimum guarantee of eight (8) hours of work or the full equivalent in pay from the regular starting time except relief men or 20% employees

2. Double the full-time employee's straight time hourly rate including night shift premium when applicable shall be paid for all hours worked:

- (a) From 12:01 a.m. to 11:59 p.m. on the legally observed holidays.
- (b) From 12:01 a.m. to 11:59 p.m. on Sundays with the guarantees provided in Section 4.6 of the Master Agreement.

C. Night Shift Premium - Day and Night Shifts Defined.

All employees who are assigned or scheduled to commence work at any time after 12:01 p.m. and prior to 4:00 a.m. shall receive a night shift premium of twenty cents (20¢) per hour in addition to their regular hourly rates of pay for all work performed on the night shift.

A day shift is any shift starting from 4:00 a.m. to and including 12:00 p.m. (noon).

Section 3.6 Calculation of Overtime Pay

Only hours actually worked shall be considered in computing overtime pay. If under the provisions of this Agreement two or more premium rates (e.g., time and one-half (1-1/2) or double time) are applicable to the same hours worked, only one, the higher, shall be paid.

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Overtime shall not be paid twice for the same hours worked. Overtime due on a weekly basis shall be computed without counting overtime hours on a daily basis. Premium hours paid for Sunday, Saturday and holiday work shall be counted in computing overtime on a weekly basis if these premium hours are scheduled as part of the employees' regular workweek. Premium hours worked on Sundays, holidays and Saturdays shall not be counted in computing weekly overtime hours if the premium hours are not scheduled as part of the employees' regular workweek.

Section 3.7 Work Quotas

Standards established by the Employer covering production quotas shall be fair and equitable. Recurring, deliberate or willful failure to meet such standards shall be grounds for discipline.

Section 3.8 Annual Bids

All dispatching and load planning assignments shall be posted on the bulletin board no later than the start of the fourth accounting period and made available for bids to the entire complement of load planners and dispatchers in accordance with their seniority rights and on the same basis annually thereafter. An employee hired after 4/1/98 who bids on a workweek that contains Saturday as part of the bid cannot have that day claimed by an employee with the right of first refusal. An employee with the right of first refusal will have exercised that right during the bid process to select a workweek.

Union stewards shall be responsible for contacting any dispatcher or load planner who is absent at the time of the annual bids and shall be allowed to sign the bids in lieu of the absent employee.

Section 3.9 Vacation Relief

Vacation relief men will replace employees for an entire vacation, including any premium days and early starts which are normally part of the schedule of the employee who is on vacation. Employees hired after 4/1/98 need to work forty (40) hours of straight time to be eligible for premium day pay.

ARTICLE IV

WAGES

Section 4.1 Straight Time Hourly Wage Rates

During the term of this Agreement, the Employer agrees to pay not less than the straight time hourly wage rates set out in Appendix A hereto.

Section 4.2 Rounding Off

For simplicity of the calculation of the pay due, the time worked shall be paid to the nearest minute or may be rounded off to the nearest one-tenth (1/10) hour for each day.

ARTICLE V

VACATIONS

Vacation - Seniority Rights

An employee shall not be eligible for work on the Sunday immediately preceding the vacation week unless he notifies the person he normally reports to by Friday that he is available for such Sunday work. An employee on vacation shall not be eligible for work on the Sunday within that Monday through Sunday vacation workweek. This section shall be effective 1/3/99.

ARTICLE VI

SENIORITY

Section 6.1 Seniority Defined

Seniority means the rights accrued by regular full-time employees by length of continuous employment service as provided herein.

An employee's seniority shall start from the most recent date when an employee starts work as a full-time employee, except that no employee shall acquire any seniority rights until he completes a trial period of employment as provided in Section 6.2, after which his seniority shall date back to the beginning of the trial period.

Temporary employees shall not acquire seniority rights.

When two or more employees are hired the same day their relative seniority shall be determined by lot.

Section 6.2 Trial Period

The trial period for all employees hired for full-time employment shall be sixty (60) working days.

Section 6.3 Promotion to Supervisor

If an employee is promoted from a job within the bargaining unit to a supervisory position with the Employer he shall accumulate seniority while working in the supervisory position. And if the employee is transferred to the collective bargaining unit within said one year period, he shall commence work with the seniority rank he had at the time of his promotion.

Section 6.4 Seniority for Promotions and Transfers

The employer agrees to post each permanent vacancy and regular full-time employees shall be entitled to bid for such job on a bargaining unit-wide seniority basis. There shall be a maximum of two bids in filling a permanent vacancy, that is, the initial posting for the vacancy and one additional posting to fill the position vacated by the successful bidder with additional openings resulting being assigned by the Employer to qualified employees on a seniority order basis. In recognition of training requirements and the varying technical skills required the Employer may, on an emergency basis, assign personnel to job vacancies for up to thirty (30) days.

All promotions and transfers shall be on a thirty (30) working day trial basis. If in the opinion of the Employer the employee's services in the position to which he was promoted or transferred were not satisfactory during such trial period, then such employee shall be returned to his former job at his former rate of pay.

Temporary vacancies of less than thirty (30) days need not be posted but to the extent possible shall be filled by seniority.

The sixth day of work shall be assigned to employees in accordance with their bargaining unit-wide seniority provided that the employee claiming the sixth day of work is qualified to handle the assignment available.

Employees who have the right of first refusal and have selected a Tuesday through Saturday workweek are deemed to have exercised the right of first refusal for Saturday work if they pick a Tuesday through Saturday workweek in the yearly bid process.

Section 6.5 Termination of Seniority

An employee's seniority and his employment shall be terminated if he (1) quits; (2) retires; (3) is discharged; (4) fails to report after a layoff within fourteen (14) calendar days after the Employer sends to the last address known of the employee a written notification to work unless said failure to return to work is due to proven illness or injury of the employee; refuses, as an alternative to being laid off, to accept work in his classification at another warehouse covered by this Agreement; (6) fails to report to work due to a proven non-worker compensation illness or injury of the employee for a period of twelve (12) consecutive months; (7) refuses, after having been laid off, to accept work in his classification at another warehouse covered by this Agreement; or (8) if a full-time employee has been laid off by the Employer for a period of two hundred (200) or more consecutive calendar days.

An employee shall be considered as quitting: (a) who so notifies the Employer whether orally or in writing; (b) who fails to report for work within fourteen (14) calendar days after being recalled from layoff status unless such failure to report for work is due to proven illness or injury; (c) fails to report to work due to a proven non-worker compensation illness or injury of the employee

for a period of twelve (12) consecutive months; (d) who fails to return from a leave of absence on the first workday following its expiration unless such failure to report for work is due to proven non-worker compensation illness or injury for a period of twelve (12) consecutive months; (e) who is absent from work without approval for four (4) consecutive calendar days in a scheduled workweek; or (f) who while on leave of absence accepts other employment or goes into business for himself.

Section 6.6 Seniority of Employees on Leaves of Absence

The seniority rights of an employee who, either by voluntary action or draft, entered the Armed Services of the United States shall continue as though he had not been absent, and he shall have the right to be reinstated to his employment as provided by law and regulation thereunder.

The seniority of an employee on an extended leave of absence, which is hereby defined as any leave of absence other than military leave of absence in excess of ninety (90) days,, shall be protected to the expiration of said leave of absence but not in excess of one year, but shall not accumulate during any period of absence in excess of one year.

Section 6.7 Seniority for Layoffs and Recalls after Layoffs

Provided the employee is qualified, seniority shall control the order of layoffs and recalls after layoffs of full-time employees on a bargaining unit-wide basis.

TEAMSTERS, LOCAL 710

JEWEL FOOD STORES, INC.

BY _____

BY _____

March ~~7~~, 201~~6~~³

Mr. John Coli
Trustee
Teamsters, Local 710
9000 W 187th Street
Mokena, IL 60448

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RE: LETTER OF UNDERSTANDING -
SUNDAY WORK – DISPATCHER/LOAD PLANNER

Dear Mr. Flynn Coli:

This letter will confirm our mutual agreement and understanding pertaining to the above captioned matter as follows:

The Employer may elect to post a schedule that contains a Sunday as part of the workweek. A bid that contains a Sunday will not displace an employee with the right of first refusal from exercising their right.

If you are in accord with the aforementioned agreement, please execute and return all copies of this Letter of Understanding. Upon receipt of same, we shall return two (2) fully executed copies for your files.

Very truly yours,

Dan Dosenbach
Vice President, Labor Relations

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Accepted this _____ day of _____ 201~~6~~³.

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Teamsters, Local 710

By: _____
John Coli

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