

**Jewel Food Stores & Teamsters Local 710
Company Proposals
February 26, 2016**

Drivers/Dispatchers/Load Planner

Proposal to amend the Drivers/Dispatchers/Load Planner Collective Bargaining Agreement between Jewel Food Stores and Teamsters Local 710 dated August 1, 2012 through March 6, 2016

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 Any proposals that are withdrawn by the Company during the course of Negotiations shall not be introduced as evidence or have any effect in any future bargaining grievance or arbitration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

~~THIS PROPOSAL IS CONTINGENT UPON THE PARTIES ENTERING INTO THE ATTACHED EXTENSION AGREEMENT TO THE PARTIES CURRENT LABOR AGREEMENT.~~

NON-ECONOMIC PROPOSALS

Proposal 1: HOUSEKEEPING

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

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

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

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

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

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

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

Appendix A – Cost of Living Lump Sum Wage Adjustment; PARTIES HAVE REACHED A TENTATIVE AGREEMENT TO DELETE

Proposal #3: Section 6.1 – National Holidays

PROPOSAL WITHDRAWN 2/26/16

Proposal #6: Section 7.3(9) Vacation

DELETE PARAGRAPH IN ITS ENTIRETY

Proposal #9: Article 14 -Term

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

ECONOMIC PROPOSALS

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

...

Top of Scale Wage Increase

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

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

<u>March 7, 2016:</u>	<u>\$0.75/hr</u>
<u>March 7, 2017:</u>	<u>\$0.75/hr</u>
<u>March 7, 2018:</u>	<u>\$0.75/hr</u>
<u>March 7, 2019:</u>	<u>\$0.75/hr</u>
<u>March 7, 2020:</u>	<u>\$0.75/hr</u>

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

Drivers/Spotters Wage Schedule Progression

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

CLASSIFICATION 8/1/12

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

Drivers/Spotters

Current maximum rate:	\$26.345
<u>March 7, 2016:</u>	<u>\$27.095</u>
<u>March 7, 2017:</u>	<u>\$27.845</u>
<u>March 7, 2018:</u>	<u>\$28.595</u>
<u>March 7, 2019:</u>	<u>\$29.345</u>
<u>March 7, 2020:</u>	<u>\$30.095</u>

...

THE PARTIES HAVE REACHED A TENTATIVE AGREEMENT ON THE FOLLOWING WAGE RATES FOR CASUAL DRIVERS/SPOTTERS

Causal Drivers/Spotters: \$17.00/hr- Hired at \$20.32/hr and such rate is frozen until he becomes a 20% employee at which time the progression starts to run for future increases under the progression.

DISPATCHERS AND LOAD PLANERS Wage Schedule Progression

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

CLASSIFICATION 8/1/12

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

Dispatch/Load Planners

Current maximum rate:	\$26.345
<u>March 7, 2016:</u>	<u>\$27.095</u>
<u>March 7, 2017:</u>	<u>\$27.845</u>
<u>March 7, 2018:</u>	<u>\$28.595</u>
<u>March 7, 2019:</u>	<u>\$29.345</u>
<u>March 7, 2020:</u>	<u>\$30.095</u>

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

THE PARTIES HAVE REACHED A TENTATIVE AGREEMENT ON THE FOLLOWING LANGUAGE IN SECTION 4.4 (B):

Section 4.4 (b): 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~~ twenty-five cents per hour (\$0.25/hr) for all hours worked on such shift.

...

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

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

Dispatcher and/or Load Planners (excluding 20% Employees): \$15.60 start, a \$0.50/hr increase after 60 full days of completed service, another \$0.50/hr increase after one full year of completed service, and then an additional \$0.50/hr increase each successive full six months of completed service up to a \$20.60 maximum rate

	<u>3/6/2016 Rate</u>		<u>Rate on 3/7/2016</u>
<u>Start rate (0 – 6 months)</u>	<u>\$15.00</u>	<u>(0 – 60 days)</u>	<u>\$15.60</u>
<u>7 – 12 months</u>	<u>\$15.25</u>	<u>(60 days - 12 months)</u>	<u>\$16.10</u>
<u>13 – 18 months</u>	<u>\$15.50</u>		<u>\$16.60</u>
<u>19 – 24 months</u>	<u>\$15.75</u>		<u>\$17.10</u>
<u>25 – 30 months</u>	<u>\$16.00</u>		<u>\$17.60</u>
<u>31 – 36 months</u>	<u>\$16.25</u>		<u>\$18.10</u>
<u>37 – 42 months</u>	<u>\$16.50</u>		<u>\$18.60</u>
<u>43 – 48 months</u>	<u>\$16.75</u>		<u>\$19.10</u>
<u>49 – 54 months</u>	<u>\$17.00</u>		<u>\$19.60</u>
<u>55 – 60 months</u>	<u>\$17.25</u>		<u>\$20.10</u>
<u>61 +</u>	<u>\$17.50 (61 – 66 months)</u>		<u>\$20.60 (max rate)</u>
	<u>\$17.75 (67 – 72 months)</u>		
	<u>\$18.00 (max rate) (73+)</u>		

Effective March 7, 2020, the maximum rate shall be increased to \$21.35.

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

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

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

Normal Health Plan	1/1/2015 <u>3/7/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>
Single Coverage	\$17.50	+\$0.50	+\$0.50	+\$0.50	+\$0.50
Dual Coverage	\$30.00	+\$1.00	+\$1.00	+\$1.00	+\$1.00
Family Coverage	\$42.50	+\$1.50	+\$1.50	+\$1.50	+\$1.50
Dental Plan	1/1/2015 <u>3/7/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>
Single Coverage	\$1.50	+\$0.10	+Zero	+\$0.10	+Zero
Dual Coverage	\$3.00	+\$0.25	+Zero	+\$0.25	+Zero
Family Coverage	\$4.50	+\$0.50	+Zero	+\$0.50	+Zero
Vision Plan	1/1/2015 <u>3/7/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>
Single Coverage	\$0.30	+\$0.05	+Zero	+Zero	+\$0.05
Dual Coverage	\$0.60	+\$0.10	+Zero	+Zero	+\$0.10
Family Coverage	\$0.90	+\$0.15	+Zero	+Zero	+\$0.15

The above rates are applicable to employees who participate in and complete health assessment, screening, and improvement activities in the Company's Healthy Pursuits Program. Failure to fully participate in the company's Healthy Pursuits Program will increase employee contributions from \$750.00 (an increase in contributions by

\$14.43/week where an employee fails to participate in the program) to \$1,500.00 per-year (an increase in contributions by \$28.86/week where an employee and their spouse fail to participate in the program).

The Company agrees to conduct an annual health fair which includes explaining the Healthy Pursuits program and assisting employees with the completion of the Health Risk Assessment.

COMPANY COUNTER PROPOSALS TO UNION PROPOSALS

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

2. Letter of Understanding Saturday and Sunday Work Posting

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

3. THE PARTIES HAVE REACHED A TENTATIVE AGREEMENT ON THE FOLLOWING:

~~Section 4.11 Daily Rest : The employer will provide each driver the amount of hours of rest between shift assignments as required by the Department of Transportation's rules, however, in no event will a driver receive less than eight (8) hours of rest between shift assignments. A driver who has not had the required amount of rest as defined by DOT rules, but in no event less than eight (8) hours from the time actually ceased working (punched out) may refuse additional assignments until the expiration of the required amount of rest pursuant to DOT rules. but in no event less than eight (8) hours.~~

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

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

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

4. THE PARTIES HAVE REACHED A TENTATIVE AGREEMENT ON THE FOLLOWING

Section 13.5

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

5. TENTATIVE AGREEMENT TO DELETE Section 2.1(b).
6. THE PARTIES HAVE REACHED A TENTATIVE AGREEMENT TO ADD THE FOLLOWING LANGUAGE TO SECTION 4.1(a): The Employer shall have the right to offer four (4) ten (10) hour shifts. These shifts when made available will only be filled by seniority on a voluntary basis.

7. THE PARTIES HAVE REACHED A TENTATIVE AGREEMENT ON THE FOLLOWING:

Section 7.3(5) Vacation Weeks: All vacations shall be for calendar weeks, namely Monday through Sunday. Vacations of two weeks or more may be split, but not into any period of less than one week, except as provided in the following paragraph.

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

8. THE PARTIES HAVE REACHED A TENTATIVE AGREEMENT TO MODIFY THE LETTER OF UNDERSTANDING ON CASUALS AS FOLLOWS:

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) of the Master Agreement.

9. THE PARTIES HAVE REACHED A TENTATIVE AGREEMENT ON THE FOLLOWING LANGUAGE:

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.

...

As used in this Article and in Section 4.4, the legally observed holiday means the day nationally observed as the holiday (only paying double time for the legally observed holiday, if qualified)

10. The Employer guarantees that 40% of the Jobs in this contract shall be scheduled Monday – Friday.

DRIVER, DISPATCHER/LOAD PLANNING
EXTENSION OF AGREEMENT

Teamsters Local Union 710, (the Union) and Jewel Food Stores, Inc., (the Employer) do hereby agree to extend the Collective Bargaining Agreement dated August 1, 2012 through March 6, 2016 covering the Driver/Dispatcher/Load Planner Employees employed by the Employer at their Melrose Park, Illinois facility.

The parties mutually agree that the contract will remain in full force and effect until the parties complete negotiations of a successor agreement, unless either party cancels this agreement upon twenty one (21) days written notice to the other party of their intention to cancel. Such twenty one (21) days shall start upon receipt of written notice by Certified Mail Return Receipt.

In the event negotiations do not conclude by March 6, 2016, the parties agree that wage increases provided in the new agreement shall be retroactive to March 6, 2016 unless the parties mutually agree to another date.

For the Union

For the Company

BY: _____

BY: _____

DATE: _____

DATE: _____