

**TENTATIVE AGREEMENT BETWEEN JEWEL FOOD STORES INC. AND  
TEAMSTERS LOCAL 710 FOR THE COLLECTIVE BARGAINING  
AGREEMENT COVERING WAREHOUSE**

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This Tentative Agreement (“Tentative Agreement”) is entered into between Jewel Food Stores Inc. (“Employer or Company”) and Teamsters Local 710 (“Union”). The Employer and the Union are collectively referred to as the “Parties.” The Union and the Employer are parties to a Collective Bargaining Agreement for Warehouse set to expire on March 6, 2016. The Parties have reached a tentative agreement covering Warehouse Employees for the period March 7, 2016 to March 6, 2021.

The Parties have agreed that all agreements are tentative until an entire agreement is final and approved by the ratification procedures of the Union.

The provisions of the Collective Bargaining Agreement for the Warehouse set to expire on March 6, 2016 and all existing Side Letters, Memorandums of Understanding, Addendums, Supplemental Agreements and Letters of Understanding (LOU) shall be continued and incorporated into this Tentative Agreement except to the extent modified herein. The Parties have agreed to the following modifications:

**General Language Clean-Up**

The Parties have tentatively agreed to include spelled out numerical figures throughout the Agreement and numerical figures after any spelled number throughout the entire Agreement.

**Date of Execution**

The Parties have tentatively agreed upon a March 7, 2016 effective date for the contract.

**Article 1:**

Modify Section 1.3 as follows:

Remove and replace “wage agreement beginning August 1, 2012 and ending March 7, 2016,” with “this Agreement.”

**Article 2:**

Modify Section 2.1 and all other contract references to employees hired on or before 4/1/94 as follows:

The 80% group with employees hired on or before 4/1/94 shall be modified to always include the top 45% of the seniority list. Additionally, once an employee reaches the top 45% of the seniority list all of the benefits of the “Heavy 80” Group shall be retained by the employee, whether or not the employee remains in the top 45% of the seniority list.

Modify Section 2.1(C)(1)(a) as follows:

Add the following language: “Employees working four (4), ten (10) hour days shall not be mandated by the Employer to work over ten (10) hours in a day and the Employer shall not mandate a sixth (6<sup>th</sup>) day for said employees.”

Modify Section 2.4 as follows:

All provisions of the Agreement become effective at the beginning of the term of the Agreement unless indicated otherwise in the Agreement.

**Article 3:**

Modify Section 3.4 as follows:

Remove any and all references to “STIPEND” within this section. Remove the last sentence which read, “Local 710 shall reimburse the Employer annually for the Employer’s actual cost for all expense incurred in administering the weekly payroll deduction plan for STIPEND.”

Modify Section 3.6 as follows:

Add the following language: “For all other violations, an employee should receive discipline within fourteen (14) calendar days of the Employer becoming aware of the violation, provided the employee is working after the incident and otherwise the time period will be extended by the length of the absence.”

**Article 4:**

Modify Section 4.1(E) as follows:

Add the following language: “The Employer has the right to schedule up to 35% of employees for four (4) ten (10) hour shifts as otherwise outlined in this Agreement, however, any daily overtime for such employees shall be voluntary, and any six (6) day overtime shall be voluntary. The Employer maintains the right to mandatory fifth day overtime as otherwise provided in this Agreement.”

Modify Section 4.3(a) as follows:

Add the following language: “Any employee required to work greater than nine (9) hours on any one shift shall be entitled to an additional ten (10) minute rest period to be taken not later than at the end of the eighth (8<sup>th</sup>) hour. The employee shall be entitled to additional ten (10) minute breaks for each two hour period of overtime and such breaks shall be taken at the end of the tenth (10<sup>th</sup>) hour, and at the end of each two (2) hour period thereafter.”

Modify Section 4.3(b) as follows:

“Ten minute rest periods will be scheduled as they are in the current eight hour shifts” and delete the remainder of the paragraph.

Modify Section 4.5(D) as follows:

Remove “Effective April 1, 1992.”

Modify Section 4.6(A) as follows:

Add the following language: “Employees working a ten (10) hour shift will not be required to work mandatory overtime.”

Modify Section 4.6(E) as follows:

“All Employees who are assigned or scheduled to commence work at any time after 12:01 p.m. prior to 4:00 a.m. shall receive a night shift premium of twenty-five cents (25¢) per hour in addition to their regular hourly rates of pay for all work performed on the night shift.”

**Article 6:**

Modify Section 6.1 as follows:

Add the following language: “All holidays shall be observed on the legally observed day (Federal Holiday).”

Add the following language: “To qualify for holiday pay an employee on the active payroll must work his scheduled (if employee arrives less than two hours late, the employee is considered to have worked his scheduled shift), mandatory or voluntary workday before and after the holiday including his observed holiday if it is scheduled as part of his holiday workweek unless advance approval for the absence has been given in writing by the Employer.”

**Article 7:**

Modify Section 7.3(5) as follows:

Add the following language: “Employees with two (2) weeks of vacation in a year may elect to take up to one (1) week of vacation on an individual day basis.”

Modify Section 7.3(9) as follows:

“Except as modified below, an employee shall not be eligible for work on the Sunday immediately preceding the vacation week unless he/she notifies the person he/she normally reports to by noon Friday that he/she is available for such Sunday work.

If the Employer does not have enough employees to cover operational needs, then the Employer may require an employee to come to work the Sunday immediately preceding the employee's vacation week."

**Article 8:**

Modify Section 8.10 as follows:

Add the following language: "All employees that work Key Rate jobs excluding the Salvage groups shall be scheduled Monday to Friday."

**Article 9:**

Modify Article 9.1(a)(2) as follows

Delete "As may be required by PPACA" and "if allowed PPACA"

Modify Article 9 as follows:

The Employer agrees to freeze employee contributions to the Health and Welfare Plan at the current rates for employees; the Employer agrees that employees covered under this agreement shall have most favored nations regarding employee contribution rates and are guaranteed to have the lowest employee contributions of any union group in Jewel-Osco. Should any unionized group of Jewel-Osco employees pay lower employee contributions for a particular plan of benefits, then the contributory obligations of the member of this bargaining unit, participating in that plan shall be reduced to the lower levels. Members of the bargaining unit shall be offered the same plans at the same benefit levels (with the exception of the Local 881 PPO Plan) as all other Jewel-Osco employees. The Union shall have the right to review Employer records of other unions' contribution rates to ensure compliance with this Article. The Employer agrees to sponsor an annual health fair for members of the bargaining unit, the purpose of which shall include explaining the criteria for and assisting members to meet requirements for Healthy Pursuits.

The following Health and Welfare rates shall apply for HRA Plan for the duration of the Agreement:

HEALTHY PURSUITS	
Weekly Employee Contribution Rates	
Normal Health Plan	3/7/2016 to 3/6/2021
Single Coverage	\$17.50
Dual Coverage	\$30.00
Family Coverage	\$42.50

NON HEALTHY PURSUITS	
Weekly Employee Contribution Rates	

Normal Health Plan	3/7/2016 to 3/6/2021
Single Coverage	\$31.93
Dual Coverage	\$58.86
Family Coverage	\$71.36

Dental Plan 3/7/2016 to 3/6/2021	
Single Coverage	\$1.50
Dual Coverage	\$3.00
Family Coverage	\$4.50

Vision Plan 3/7/2016 to 3/6/2021	
Single Coverage	\$0.30
Dual Coverage	\$0.60
Family Coverage	\$0.90

**Article 10:**

Modify and replace Article 10 as follows:

For the duration of this agreement, except as modified below, 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.

Effective March 7, 2016 and continuing until March 5, 2021 the following provisions shall apply to all employees:

- (1) The Employer shall match fifty percent (50%) of all employee contributions to each employee's 401(k) account up to 7% of the employee's yearly earnings. The Employer shall deposit the match once per year.
- (2) Effective September 6, 2018, the Employer shall contribute \$0.50 per hour worked up to forty (40) hours per week to each employee's 401(k) account. The Employer shall deposit such contributions on a monthly basis.

**Article 11:**

Modify and replace Article 11 as follows:

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, 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 involving Jewel-OSCO employees, when the picket line is approved by Teamsters Joint Council No. 25.

**Article 14:**

Modify Section 14.1 as follows:

The Parties agreed to a term of March 7, 2016 to March 6, 2021.

**Appendix A:**

Modify Appendix A as follows:

Contract Ratification Bonus: delete paragraph

Lump Sum Wage Adjustment: delete the lump sum payment

Cost of Living Lump Sum: Delete the cost of living lump sum wage adjustment section.

Add the following language: “All employees working in the Freezer Department shall receive a thirty (0.30) cent per hour premium, in addition to said employee’s wage rate (including the night shift premium).”

Add the following language and charts:

The following Wage increases shall be effective on the date indicated for employees at top of scale as noted herein:

Top of Scale Wage Increases	
3/7/16	\$0.75
3/7/17	\$0.75
3/7/18	\$0.75
3/7/19	\$0.75

3/7/20

\$0.75

Effective March 7, 2016, employees hired on or after August 1, 2012 shall have their rate increased from their 3/6/2016 rate to the corresponding rates below:

Top of Scale					
<u>Classification</u>	3/7/2016	3/7/2017	3/7/2018	3/7/2019	3/7/2020
Working Foremen	\$27.10	\$27.85	\$28.60	\$29.35	\$30.10
Keymen	\$26.98	\$27.73	\$28.48	\$29.23	\$29.98
Assemblers	\$26.90	\$27.65	\$28.40	\$29.15	\$29.90
Janitors prior to 4/1/82	\$25.30	\$26.05	\$26.80	\$27.55	\$28.30
Janitors after 4/1/82	\$22.58	\$23.33	\$24.08	\$24.83	\$25.58
Janitors after 8/1/07	\$18.29	\$19.04	\$19.79	\$20.54	\$21.29
Salvage/Recoup	\$22.58	\$23.33	\$24.08	\$24.83	\$25.58
Trailer Sanitors	\$18.16	\$18.91	\$19.66	\$20.41	\$21.16

Trailer Sanitors					
	3/7/2016	3/7/2017	3/7/2018	3/7/2019	3/7/2020
0-6 months	\$13.60	\$13.60	\$13.60	\$13.60	\$13.60
7-12 months	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
13-18 months	\$14.40	\$14.40	\$14.40	\$14.40	\$14.40
19-24 months	\$14.80	\$14.80	\$14.80	\$14.80	\$14.80
25-30 months	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20
31-36 months	\$15.60	\$15.60	\$15.60	\$15.60	\$15.60
37-42 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
43-48 months	\$16.40	\$16.40	\$16.40	\$16.40	\$16.40
49-54 months	\$16.80	\$16.80	\$16.80	\$16.80	\$16.80
55-60 months	\$17.20	\$17.20	\$17.20	\$17.20	\$17.20
61+ months	\$17.60	\$17.60	\$18.10	\$18.60	\$19.10

Janitors & Salvage/Recoup					
	3/7/16	3/7/17	3/7/18	3/7/19	3/7/20
0-6 months	\$14.60	\$14.60	\$14.60	\$14.60	\$14.60
7-12 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
13-18 months	\$15.40	\$15.40	\$15.40	\$15.40	\$15.40
19-24 months	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80
25-30 months	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20
31-36 months	\$16.60	\$16.60	\$16.60	\$16.60	\$16.60
37-42 months	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
43-48 months	\$17.40	\$17.40	\$17.40	\$17.40	\$17.40

49-54 months	\$17.80	\$17.80	\$17.80	\$17.80	\$17.80
55-60 months	\$18.20	\$18.20	\$18.20	\$18.20	\$18.20
61+ months	\$18.60	\$18.60	\$19.10	\$19.60	\$20.10
<b>Assemblers</b>					
	3/7/16	3/7/17	3/7/18	3/7/19	3/7/20
0-6 months	\$16.60	\$16.60	\$16.60	\$16.60	\$16.60
7-12 months	\$17.10	\$17.10	\$17.10	\$17.10	\$17.10
13-18 months	\$17.60	\$17.60	\$17.60	\$17.60	\$17.60
19-24 months	\$18.10	\$18.10	\$18.10	\$18.10	\$18.10
25-30 months	\$18.60	\$18.60	\$18.60	\$18.60	\$18.60
31-36 months	\$19.10	\$19.10	\$19.10	\$19.10	\$19.10
37-42 months	\$19.60	\$19.60	\$19.60	\$19.60	\$19.60
43-48 months	\$20.10	\$20.10	\$20.10	\$20.10	\$20.10
49-54 months	\$20.60	\$20.60	\$20.60	\$20.60	\$20.60
55-60 months	\$21.10	\$21.10	\$21.10	\$21.10	\$21.10
61+ months	\$21.60	\$21.60	\$22.35	\$23.10	\$23.85

### **Appendix B:**

Modify Appendix B as follows:

Add the following language: “The first no call/no show shall result in a written warning. The second no call/no show within twelve (12) months shall result in termination. Attendance points will not be issued for incidents of no call/no show.”

### **Appendix C:**

Modify Appendix C as follows:

Add the following language: “An employee shall be required to provide both urine and blood specimens for laboratory testing for accidents involving damage to property/merchandise of \$750 or more (excluding labor cost), injury to another person or employee injury resulting in medical (physician) attention.”

### **Replacement Language LOU:**

Modify Replacement Language LOU as follows:

Add the following language:

The Employer agrees to phase out the use of third party workers performing bargaining unit work according to the schedule below. The baseline shall be the number of hours that the Employer used third party workers to perform bargaining unit work during the period calendar year 2015.

3/7/16 to 3/6/18      Up to 100% of third party hours in 2015

3/7/18 to 3/6/19      Up to 85% of third party hours in 2015  
3/7/19 to 3/6/20      Up to 70% of third party hours in 2015

3/7/20 to 3/6/21      Up to 55% of third party hours in 2015

ACCEPTED AND AGREED on this \_\_\_\_\_ day of February, 2016,

\_\_\_\_\_  
By: John Coli Sr.  
Teamsters Local 710

\_\_\_\_\_  
By: Daniel Dosenbach  
Jewel Food Stores Inc.