

Legend for Company Proposed Merged Document

- Used Chicago Outside contract as base
 - Largest number of employees
 - When language is not highlighted or merged, it is CO original language
- **Yellow highlighted** language signals original language pulled for a different contract
- **Pink highlighted** language signals an update later once there is a tentative agreement
- **Red underlined** language signals a proposed addition
- ~~Red strike through~~ language means proposed deletion
 - If part of a section was moved or captured differently from the original (i.e. 1 out of 3 paragraphs moved to a different article), it will show as yellow, red strike through where it was removed and then yellow highlight, **double underlined green font** where it was added back in. Comments capture changes.
- All articles captured from all contracts (did not duplicate where they are the same, just captured in comments where you can find the same language in the other contracts)
 - No new proposals created in document, those will continued to be captured separately
- Where it does not specify “outside” or “inside” it applies to all employees in that location
 - Chicago applies to 51st, 35th, Elk Grove locations
- Where there is no reference at all to a location, it applies to all employees

AGREEMENT

Chicago
Soft Drink ~~Sales and Distribution Workers~~
Chicago & Kankakee Facilities
Inside & Outside Employees

Between

PEPSI BEVERAGES COMPANY

And

~~HIGHWAY DRIVERS, DOCKMEN, SPOTTERS, RAMPMEN, MEAT
PACKING HOUSE AND ALLIED PRODUCTS DRIVERS AND
HELPERS, OFFICE WORKERS AND MISCELLANEOUS EMPLOYEES
LOCAL UNION 710727-Affiliated with the International Brotherhood
of Teamsters~~

Teamsters Local 7210727
affiliated with the International Brotherhood of Teamsters

April 29, 2012 through April 28, 2016

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SOFT DRINK WORKERS AGREEMENT
SOFT DRINK DRIVERS AND HELPERS

This Memorandum Agreement, entered into this 29th day of April, 2012, by and between PEPSI BEVERAGES COMPANY (hereinafter called the "Employer") and their respective successors, administrators, executors and legal representatives and the Auto Livery Chauffeurs, Embalmers, Funeral Directors, Ambulance Drivers and Helpers, Taxicab Drivers, Miscellaneous Garage Employees, Car Washers, Greasers, Polishers, and Wash Rack Attendants, Motion Picture, Theatrical, Exposition, Convention and Trade Show Employees, Pharmacists, Bus Drivers, Parking Lot Attendants and Hikers, Hotel Industry and Racetrack Industry Employees, Newspaper, Magazine, Periodical Salesmen, Drivers, Division Men, District Managers, Checkers, Vendors and Handlers, and Electronic Media Workers Chicago and Vicinity, Illinois Local No. 727 an ~~HIGHWAY DRIVERS, DOCKMEN, SPOTTERS, RAMPMEN, MEAT PACKING HOUSE AND ALLIED PRODUCTS DRIVERS AND HELPERS, OFFICE WORKERS AND MISCELLANEOUS EMPLOYEES~~ LOCAL UNION 710727, affiliated ~~of~~with the International Brotherhood of Teamsters (~~hereinafter called~~ "the "Union").

Comment [FAL{1}]: This paragraph is new to KO & KI

WHEREAS, it is the intent and purpose of this Agreement to promote and improve industrial relations between the Employer and its employees; aid toward the economical and profitable operation of the plant; make reasonable provisions for the safety and health of the employees; accomplish and maintain the highest efficiency and quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect and cooperation; set forth the agreement covering rates of pay, hours of work, and other conditions of employment to be observed between the parties to this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - Unauthorized Strike

Chicago Employees: It is agreed that in all cases of an unauthorized strike, slowdown, walkout, sympathy strike, or any unauthorized cessation of work, that the Union shall not be liable for damage resulting from such unauthorized acts of its members where not authorized by the Union. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hour period of such unauthorized work stoppage, shall have the sole and complete right of discipline, short of discharge.

After the first twenty-four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any employee participating in any unauthorized strike, slowdown, walkout, sympathy strike, or any other unauthorized cessation of work and such employee shall not be entitled to or have any recourse to any other provision of this Agreement.

Kankakee Employees: The parties agree that during the Term of this Agreement, there shall be no lockouts, picketing, strikes, sympathy strikes, slowdowns, boycotts, curtailment of work, interference with production, or stoppages of work for any cause except as herein otherwise provided. A layoff due to business conditions or conditions beyond the control of the Company shall not be construed to mean a lockout.

Comment [FAL{2}]: Sections are worded a little differently

4.3. It is further agreed that in the event of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work, the Union shall have a period of twenty-four (24) hours from the receipt of the notice from the Company, to attempt to induce the employees to return to work. During such period, the Company will not discharge any employees participating in such unauthorized cessation of work. After such twenty-four (24) hour period, however, the Company shall have the right to discharge any employee participating in such unauthorized cessation of work.

Notwithstanding any other language in this Agreement to the contrary, it shall not be a violation of this Agreement and it shall not be cause for disciplinary action or discharge if any employee or employees refuse to go through a primary picket line of any union. It is understood that the protection conferred by this section shall only apply if the company involved is not a parent, subsidiary and/or affiliate of Pepsi-Cola General Bottlers IL, LLC.

ARTICLE 2 - Recognition

- 2.1 **General.** The Employer hereby recognizes the Union as the exclusive bargaining agent with respect to wages, hours and other conditions of employment for all Regular Route Driver Salesmen, Special Events Men (Chicago only), Express Drivers, Transport Drivers (Chicago only), Pre-sell Driver/Merchandisers, Full Service Drivers, Food Service Drivers (Chicago only), On-Premise Utility Drivers (Chicago only), Swingmen, Relief Driver ~~Trainers~~ Trainers, Field Service Technicians, Production, Warehouse, and Merchandisers in the Employer's plants, but excluding, however, all office, clerical, administrative and professional employees, process control employees, checkers and supervisory employees with authority to hire, discharge, discipline or change the status of an employee or effectively recommend such action, and all employees presently represented by other labor organizations.
- 2.2 **Individual Agreements.** The Employer will bargain with no other union with respect to this bargaining unit during the term of this Agreement and further agrees not to enter into any other agreements or contracts with its employees, individually or collectively, which in any way conflict with the terms and provisions of this Agreement.
- 2.3 **This** Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation is sold, leased, transferred, consolidated, merged or taken over by sale, transfer, lease, assignment, consolidation, merger, receivership or bankruptcy proceedings, such operation shall continue to be subject to the extent applicable to the terms and conditions of this Agreement for the life thereof.

Comment [FAL{3}]: Reflected the roles that are only represented for CO, added in the Inside roles; KO A1 1st paragraph, KI A1 1st paragraph; CI 2.1

Comment [FAL{4}]: This is new lang for KO/KI

Comment [FAL{5}]: KO A14, KI A15, CI 2.2

Comment [FAL{6}]: KO A1 2nd paragraph, KI A1 2nd paragraph, CI 2.3

ARTICLE 3 - Conflict with Law

Chicago Employees: It is the intent of the parties to this Agreement that its provisions be in conformity with applicable federal and state law and regulations issued thereunder. If any provision of this Agreement is found to be in conflict with any such laws or regulations, such provisions shall be void and of no further force and effect but the remainder of the Agreement shall not be affected thereby. The parties shall meet promptly upon request of either party for the purpose of attempting to negotiate a lawful provision to replace any provision as voided.

Comment [FAL{7}]: CI A3

Kankakee Employees: It is mutually agreed and understood by the parties to this Agreement that nothing contained herein shall be intentionally in conflict with any existing federal or state enactments, or any rules or regulations made pursuant thereto. It is the intent of this Agreement that the parties shall comply with all valid provisions of the Labor-Management Relations Act of 1947, provided, however, that in the event any article or section of this Agreement is found to be invalid under such Act, only such invalid article or section shall be abrogated, and all other terms and conditions shall continue in full force for the duration of this Agreement. In the event of such invalidity, the parties agree to meet and negotiate for a replacement article or section upon thirty (30) days' notice.

Comment [FAL{8}]: KO A2, KI A2

ARTICLE 4 - Union Security and Checkoff

- 4.1 **Union Membership.** All present employees who are members of the Union on the effective date of the execution of this Agreement shall remain members of the Union as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members of the 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 or the date of this Agreement, whichever is the later. This provision shall be made and become effective under the provisions of the National Labor Relations Act, but not retroactively. The term "members of the Union" as used in this section shall be limited to the payment of initiation fees and membership dues uniformly required as a condition of acquiring or maintaining membership.

Comment [FAL{9}]: KO 3.1-3.4, KI 3.1-3.4, CI 4.1-4.4

- 4.2 **Checkoff.** On the receipt of written authorization from each employee, the Employer agrees to deduct monthly Union dues from the pay of each employee on a monthly basis for a period of three (3) months in advance and remit same to Local ~~7240727~~ no later than the last day of the first month of each calendar quarter; namely, January, April, July and October. Such authorization once given shall be irrevocable for the term of the applicable contract between the Union and the Employer or for one (1) year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser.

Upon receipt of written authorization from each employee, the Employer agrees to deduct initiation fees, reinitiation fees, transfer fees, dues in arrears and uniform assessments, if any. Such deductions will be made once weekly and remitted to Local ~~7240727~~. Deductions shall be made weekly until the aggregate amount of the Union fees, dues arrearage and uniform assessments has been deducted. Additionally, during that time the Employer agrees to deduct from the pay of such members the regular amount of monthly dues on a monthly basis for a period of three (3) months in advance and remit same to Local ~~7240727~~ no later than the last day of the first month of each calendar quarter; namely, January, April, July and October. A refusal by the Employer to remit to the Union dues, fees and assessments which have already been deducted by the Employer, or a refusal by the Employer to deduct dues from the employee, shall constitute a breach of this contract, and the Union shall have the right to call a work stoppage providing that prior thereto the Union shall give the Employer ten (10) days notice, in writing, by certified mail, and said dues are not thereafter remitted.

Under the terms of this Article the Employer shall have no obligation to discharge any employee at the request of the Union, except for the nonpayment of regular dues and initiation fees normally required of all employees.

An employee who has failed to acquire, or thereafter, maintain, membership in the Union as herein provided, shall be terminated seventy-two (72) hours after the Employer has received written notice, certifying that membership has been, and is continuing to be, offered to such employee on the same basis as all other members and, further, that the employee has had written notice (copy to the Employer) and opportunity to make payment of all dues and initiation fees.

- 4.3 **Indemnity.** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.
- 4.4 **Drive.** The employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. 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 DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employees social security number (last four digits) and the amount deducted from that employees paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employers actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 5 - Wage Scale - Regular Route Driver Salesmen

- 5.1 **Base Pay.** The base pay for Regular Route Driver Salesmen shall be as follows:

Base Pay – per 5-day week	\$166.00
Base Pay – per day	\$ 33.20

Comment [FAL{10}]: KO 6.1a

If a **Kankakee** regular Route Driver Salesman works on Sunday as an extra day of work, he will receive two (2) times the daily base pay rate.

- 5.2 **Chicago Outside Commission.** In addition to his base pay, each Regular Route Driver Salesman shall receive commission as follows:

Fluid Ounces:	4/30/07	4/28/08	4/27/09	5/03/10	5/02/11
0 – 150	.2475	.2525	.2575	.2625	.2675
151 – 200	.2475	.2525	.2575	.2625	.2675
201 – 275	.2475	.2525	.2575	.2625	.2675
276 – 325	.4050	.4150	.4250	.4350	.4450
326 – 425	.4950	.5050	.5150	.5250	.5350
426 – 500	.4950	.5050	.5150	.5250	.5350
501 & above	.5550	.5650	.5750	.5850	.5950
0 - 1 gallon	.1450	.1475	.1500	.1525	.1550
Cups (per case sold)	.5000	.5000	.5000	.5000	.5000
CO2 Tanks (Sold)	.3000	.3000	.3000	.3000	.3000
CO2 Tanks (Returned)	.5000	.5000	.5000	.5000	.5000

All regular full-time employees hired prior to April 29, 2007 shall receive a one-time gross lump sum payment of \$1,500.

If a Route Salesman requests assistance and it is provided, the commission he receives will be reduced by \$.0425 in the 0 – 150 fluid ounces category; 151 – 200 fluid ounces category; and 201 – 275 fluid ounces category and \$.085 in the commission rates in the 276 – 325 fluid ounces category; 326 – 425 fluid ounces category; 426 – 500 fluid ounces category; and 501 & above fluid ounces category. If the Employer provides assistance without such a request, the commission will not be reduced.

A case is determined by how the Company sells its product to an account. Example: A six pack of 12 fluid ounce cans is sold to an account as 4, six packs. Therefore, 4, six packs equal a case. The number of fluid ounces in the case is equal to 4 multiplied by 6 multiplied by the number of fluid ounces per individual can ($4 \times 6 = 24 \times 12$ fluid ounces = 288 fluid ounces). The commission rate to be paid for this case is \$.4050.

On all donations of merchandise delivered by the Driver Salesman, full commission will be paid on all cases even though such deliveries do not constitute a sale.

No Special Events equipment shall be carried on Route Trucks.

- 5.3 **Kankakee Outside Commission.** In addition to his base pay, each Regular Route Driver Salesman shall receive commission as follows:

Comment [FAL{11}]: KO A 6.1b, pay differences and language difference – last 2 paragraphs of CO not in KO;

Fluid Ounces:	5/02/11
0 – 150	.2500
151 – 200	.2500
201 – 275	.2500
276 – 325	.4475
326 – 425	.5025
426 – 500	.5325
501 & above	.5950
0 - 1 gallon	.1375
Cups (per case sold)	.5000
CO2 Tanks (Sold)	.3000
CO2 Tanks (Returned)	.5000

If a Route Salesman requests assistance and it is provided, the commission rate he receives will be reduced by \$.04 in the 0-150 fluid ounces category; 151-200 fluid ounces category; and 201-275 fluid ounces category and \$.08 in the commission rates in the 276-325 fluid ounces category; 326-425 fluid ounces category; 426-500 fluid ounces category; and 501 & above fluid ounces category stated above for the Route Driver Salesman. If the Employer provides assistance without such a request, the commission will not be reduced.

A case is determined by how the Company sells its product to an account. Example: A six pack of 12 fluid ounce cans is sold to an account as 4, six packs. Therefore, 4, six packs equal a case. The number of fluid ounces in the case is equal to 4 multiplied by 6 multiplied by the number of fluid ounces per individual can ($4 \times 6 = 24 \times 12$ fluid ounces = 288 fluid ounces). The commission rate to be paid for this case is \$.4075.

- 5.4 **Chicago Outside Minimum Weekly Guarantee.** Regular Route Driver Salesmen shall be guaranteed a minimum of \$150/\$130 for a five (5) consecutive day workweek Monday through Saturday, or \$30/\$26 per day worked. In the event Regular Route Driver Salesmen are required to work on an off day (Monday through Sunday) they shall be guaranteed \$30/\$26 or one-fifth (1/5th) of their weekly base pay plus commissions earned on that day, whichever is greater. In the event Regular Route Driver Salesmen shall not be available for and shall work less than five (5) days in any week, the guarantee for that period shall be the number of days worked times \$30/\$26 respectively. If a commission employee works on an off day to perform merchandising work in his accounts the employee shall receive base pay only.

In the event of a power failure and/or acts of God which interfere with work being provided on a day(s) during the workweek, the minimum weekly guarantee shall be reduced \$30/\$26 respectively or one-fifth (1/5th) of their weekly base pay plus commissions per each workday affected by any of the aforementioned events.

- 5.5 **Kankakee Outside Minimum Weekly Guarantee.** Minimum Weekly Guarantee - Regular Route Driver Salesmen shall be guaranteed a minimum of \$150.00 for a five (5) day workweek Monday through Saturday or \$30.00 per day worked. Sunday may be scheduled as a regular day of work if the Company's competition uses Sunday as a regular day of work. In the event Regular Route Driver Salesmen are required to work on an off day (Monday through Sunday) they shall receive one-fifth (1/5) of their base pay plus commissions or one-fifth (1/5) of their weekly guarantee, whichever is greater. In the event Regular Route Driver Salesmen shall not be available for and shall work less than five (5) days in any week, the guarantee for that period shall be the number of days worked times \$30.00.

Comment [FAL{12}: KO 6.2

- 5-55.6 **Chicago Outside Sunday and Holiday Operations.** There shall be no work scheduled for Regular Route Driver Salesmen on Sundays or on the Holidays except as otherwise provided in this Agreement.

- 5-65.7 **Chicago Outside Two Truck Operations.** During the regular workweek (Monday through Sunday), a second truck may be used to deliver merchandise on a route if there is a need for extra merchandise. When a second truck is utilized, a Swingman or Merchandiser, if qualified, may drive the truck out to and from the route. He will be paid \$10 per day for such additional assignment. Under all circumstances the Route Driver Salesman and Swingman or Merchandiser will service all accounts together on one truck. Furthermore, one of the trucks must be parked while one truck is being operated. As in the past, each Route Driver Salesman and Swingman or Merchandiser, if assigned, will completely service his/ their assigned route on a daily and weekly basis. Any Driver and/or Swingman or Merchandiser who violates this Section is subject to discipline.

- 5-75.8 **Chicago Outside Supplemental Compensation.** A Regular Route Driver Salesman who works over 50 hours during the workweek shall be paid ten dollars (\$10) for every hour he works over 50 hours in addition to his base pay and commissions.

- 5-85.9 **Chicago Overtime Scheduling.** If work is required on an off day (Monday through Sunday), the Employer will offer the work to the Route Driver Salesman in the affected group(s) of routes to be serviced in order of the route case volume scheduled to be

delivered, the Route Driver Salesman in each group on the route with the greatest case volume being offered the work first. If no such Route Driver Salesman accepts the work, the Employer will offer the work to Swingmen. If no Swingman accepts the work, the Employer will offer the work to qualified employees who have signed the overtime list which the Employer posts each Thursday. The Employer will offer the work to employees on the list in order of seniority. If no employee on the list is available, the Employer will offer the work to other qualified employees. If no qualified employee accepts the work, the Employer may require the least senior employee(s) qualified to operate a route truck to perform the work.

ARTICLE 6 - Route Adjustment

- 6.1 **General.** This article will not apply to route changes made pursuant to Article 9. The Employer shall have the right from time to time to allot to, change, extend or split up the territory of Route Driver Salesmen or Pre-sell Driver/Merchandisers employed or to be employed by it. In such event, the provisions of this Article shall apply. When the Employer decides to cut an existing route, the Employer shall give the Union one (1) week's notice of the intended cut. No Route Driver Salesman or Pre-sell Driver/Merchandisers shall have his assigned route cut if the Route Driver Salesman or Pre-sell Driver/Merchandisers is under a three (3) month guarantee period as a result of a previous cut of such route. It is understood that this Article applies only to Route Driver Salesmen who work in the conventional route distribution system and to Pre-sell Driver/Merchandisers who work in the pre-sell route distribution system.

Comment [FAL{13}]: Not in KO lang. KO7.1

Chicago Outside Contiguous Commission Routes. In the future there will be no split routes wherein the accounts assigned to a route would not be within the allotted contiguous territory of a commission route. However, any present split routes need not be readjusted to conform to the contractual provisions relating to allotted contiguous territories.

- 6.2 **Guarantee.** When the Employer shall cut the route of any Route Driver Salesman or Pre-sell Driver/Merchandisers, or apportion any part of his route to any other route, the Route Driver Salesman or Pre-sell Driver/Merchandisers shall continue to receive, as a minimum, base pay and commissions equal to the average base pay and commissions paid on said route the last twenty (20) regular workdays previous to the cut of said route and shall continue to receive the same on any such route as an average over each twenty (20) consecutive regular workdays following the cut, for a period of three (3) months that said Route Driver Salesman or Pre-sell Driver/Merchandisers operates the route. It is understood that the plan of payment ceases three (3) months after said route has been cut.

Comment [FAL{14}]: KO 7.2, word "guarantee" is new

Comment [FAL{15}]: Not in KO lang

Provided, that when a Route Driver Salesman or Pre-sell Driver/Merchandisers sells more over a twenty (20) consecutive regular workday period than he sold previous to the cut of his route, he shall receive commissions on all such sales and be allowed to fall back to his specified salary if his sales drop.

Comment [FAL{16}]: Not in KO lang

It is understood no guarantee applies for Route Driver Salesman, and/or Pre-sell Driver/Merchandisers:

Comment [FAL{17}]: Not in KO lang

- (a) In cases where route adjustments result in simple addition to a route or changes which result in no decrease in commissions, as determined by a

comparison generated on the accounts involved during the four (4) full weeks immediately preceding the change.

- (b) The route cut is requested by the Route Driver Salesman or Pre-sell Driver/Merchandisers in writing and a copy of such request is furnished to the Union. The cut shall not take effect until the Union is given an opportunity to examine the facts.
- (c) The route cut is requested by the customer and/or if the route is eliminated. An account is not "cut" from a route and no guarantee shall be paid if the account closes and/or if the nature of the account significantly changes (i.e., the account is converted from a "Mass Merchandiser" to a "SuperCenter").

- 6.3 **Route Elimination.** The Employer shall have the right to reduce, extend or discontinue any routes according to the requirements of said Employer's business, except that the Employer shall not discontinue any assigned route on which delivery during the four (4) preceding weeks shall amount to an average of 1,500 or more cases per week for Chicago Outside and 2,000 or more cases per week for Kankakee Outside in said four (4) week period unless the Employer and the Union agree otherwise. (For purposes of route elimination, each Pre-Mix Tank and Transfer Tank shall be counted as four (4) cases.)

Comment [FAL{18}]: KO 7.3, "Route Elimination" not in lang

Open routes may be eliminated; the elimination of open routes shall not be used by the Employer as a means of frustrating the bidding procedure set forth in Article 7. Upon completion of the bidding procedures as set forth in Article 7 wherein a route still remains open, the Employer will either eliminate that route or offer to a Route Driver Salesman or Pre-sell Driver/Merchandisers assigned to a comparable type route within the distribution center, the opportunity to be reassigned to such open route. Upon completion of this procedure, the remaining open route may be eliminated.

Comment [FAL{19}]: Not in KO lang

Comment [FAL{20}]: KO references A9

- 6.4 **Route Driver Salesman and/or Pre-sell Driver/Merchandisers Displacement.** In the event of the discontinuance of an assigned route as above, the Route Driver Salesman or Pre-sell Driver/Merchandisers affected shall be given an opportunity to displace the least senior Route Driver Salesman or Pre-sell Driver/Merchandisers on a route with guarantees as set forth in Section 6.2 of this Article, provided he is capable of performing the displaced Route Driver Salesman's or Pre-sell Driver/Merchandisers' work and provided further that he has greater seniority. If no other work is available, that least senior Route Driver Salesman or Pre-sell Driver/Merchandisers shall be given the opportunity to displace the least senior Swingman, provided he has greater seniority. For Chicago Outside, the Swingman so displaced will become a Merchandiser. His seniority among Merchandisers will then be determined by his seniority's relation to that of other Merchandisers.

Comment [FAL{21}]: KO also has, "(home market, cold bottle, pre-mix or coin route)"

Comment [FAL{22}]: KO 7.4, doesn't have heading

ARTICLE 7 - Route Bidding

Chicago Outside

When a vacancy for a Route Driver Salesman or Pre-sell Driver/Merchandiser occurs in a distribution center, the senior Route Driver Salesman or Pre-sell Driver/Merchandiser shall have the right to fill such vacancy. The procedure for filling such vacancy will be as follows:

Comment [FAL{23}]: Kept separate, KO includes Express driver in language

- (1) The Employer will post the initial vacancy promptly for three (3) workdays and will fill the vacancy on the Monday following the close of bidding.
- (2) The successful bidder shall not have the opportunity to bid on another route or position for a twelve (12) month period following his assignment to the vacancy.
- (3) If another route or position becomes open and the senior Route Driver Salesman or Pre-sell Driver/Merchandiser is not eligible to bid on such route or position, the next senior Route Driver Salesman or Pre-sell Driver/Merchandiser shall have the right to fill the vacancy.

Should the senior Route Driver Salesman or Pre-sell Driver/Merchandiser pass up the chance to take an open route or position, the next senior Route Driver Salesman or Pre-sell Driver/Merchandiser shall exercise his preference, and so on until such vacancy is filled. Where the filling of the initial vacancy by the above procedure results in another vacancy for a Route Driver Salesman or Pre-sell Driver/Merchandiser, such vacancy shall also be filled pursuant to the above bidding procedure but thereafter the Employer shall have the right pursuant to **Section 6.3** to fill or to eliminate the remaining vacancy. Assignment to the last resulting vacancy, if any, will be given first to Swingmen, and then to Merchandisers in accordance with their length of service in their respective classifications.

A Merchandiser who has a CDL and is otherwise qualified to perform the duties of an Express Driver may bid to become a Swingman on the conventional system. An Express Driver who does not have Route Driver Salesman seniority may bid to become a Swingman on the conventional system.

If the Merchandiser becomes a Route Driver Salesman he will be compensated as a Route Driver Salesman. If the Merchandiser subsequently becomes a Swingman after having been a Route Driver Salesman he will receive the rate of pay for the Swingman position.

If the Express Driver becomes a Route Driver Salesman he will be compensated as a Route Driver Salesman. If the Express Driver subsequently becomes a Swingman after having been a Route Driver Salesman he will receive the rate of pay for the Swingman position.

During each bidding period, if the senior eligible Route Driver Salesman or Pre-sell Driver/Merchandiser is absent, on vacation, or on a medical leave and desires to bid on such vacancy, he may submit a written bid. The Employer will assign such vacancy to such Route Driver Salesman or Pre-sell Driver/Merchandiser so long as the Route Driver Salesman or Pre-sell Driver/Merchandiser can perform as a Route Driver Salesman or Pre-sell Driver/Merchandiser within thirty (30) calendar days after the closing of the bidding period.

In no event shall the guarantees set forth in **Article 6** apply to the filling of vacancies.

When a vacancy in the Express Driver classification occurs, it will be posted for three workdays and filled by the following procedure. The selection is by seniority among those bidding within a classification with Route Driver Salesmen having first preference, then Pre-sell Driver/Merchandiser, Swingmen, and Merchandisers.

The successful bidder shall not have the opportunity to bid on another position for a twelve (12) month period following his assignment to the vacancy.

Where the filling of an Express Driver opening causes a vacancy for a Route Driver Salesman, Pre-sell/Tel-sell Driver or a Swingman, it will be filled by the procedure in **Article 7**. A vacancy caused in any other classification is filled once by the bidding procedure, but other resulting openings thereafter will be filled at the Company's direction.

If Express Driver positions are unfilled after the bidding procedure is completed, the Employer may hire employees for this position from outside applicants.

After the completion of 12 months in the Express Driver Classification, a Route Salesman or Pre-sell Driver/Merchandiser may use his seniority (route sales plus sales delivery) to bid on open commission routes or positions.

Comment [FAL{24}: KO A8

Kankakee Outside

When a vacancy for a Driver Salesman, Pre-sell Driver/Merchandiser or hourly Express Driver occurs the senior Driver Salesman, Pre-sell Driver/Merchandiser or hourly Express Driver shall have the right to fill such vacancy, providing:

- (1) His present route is earning less per year than the route that becomes open or physical hardship warrants his transfer to a less demanding route. A Driver Salesman or Pre-sell Driver/Merchandiser can bid down once every two (2) years.
- (2) The successful bidder shall not have the right to bid on another route or position for a six (6) month period.
- (3) If another route or position becomes open and the senior Driver Salesman, Pre-sell Driver/Merchandiser or hourly Express Driver is not eligible to bid on such route or position, the next senior Driver Salesman, Pre-sell Driver/Merchandiser or hourly Express Driver shall have the right to fill the vacancy.

Should the senior Driver Salesman, Pre-sell Driver/Merchandiser or hourly Express Driver pass up the chance to take an open route or position, the next senior Driver Salesman, Pre-sell Driver/Merchandiser or hourly Express Driver shall exercise his preference, and so on until such vacancy is filled. Where the filling of the vacancy by the above procedure results in another vacancy for a Driver Salesman, Pre-sell Driver/Merchandiser or hourly Express Driver, such resulting vacancy shall also be filled pursuant to the above procedure but thereafter the Employer shall have the right to fill established routes vacated by successful bidders.

A Merchandiser who has a CDL and is otherwise qualified to perform the duties of an Express Driver may bid to become a Swingman.

An employee filling a vacant route or position pursuant to the procedures set forth in this Article shall be given a trial period not to exceed forty-five (45) days to determine whether or not he is capable of performing the work on such route or position. If an employee is found by the Employer to be unqualified, or if, during the trial period, the employee so requests, he shall be returned to his former route or position if still in existence. Once the employee completes the trial period, the next resulting vacancy will be posted pursuant to the foregoing procedure.

During each bidding period, if the senior eligible Driver Salesman, Pre-sell Driver/Merchandiser or hourly Express Driver is absent, the bidding period will be extended until his return, but in no

event more than five (5) workdays after the posting began, unless the Employer and Union agree otherwise.

In no event shall the guarantees set forth in Article 7 apply to the filling of vacant routes.

The last resulting Driver Salesman, Pre-sell Driver/Merchandiser or hourly Express Driver vacancy will be filled by a Swingman who has demonstrated by his ability, experience and job performance (including attendance, safety and conduct record) that he can perform the job. If two or more Swingmen are equally qualified, then seniority shall govern. If the vacancy is not filled by a Swingman it will be filled by a Merchandiser using the same criteria above. All other Sales Department vacancies shall be posted and the vacancy will be filled by a Sales Department employee using the same criteria above. The Company and Union will discuss the selection if the senior qualified Swingman and/or Merchandiser is not offered the job.

ARTICLE 8 - Hours of Work

8.1 **Chicago Inside, General.** This Article is intended to define the normal hours of work. It shall not be construed as a guarantee of minimum or maximum hours of work per day or per week, or of days of work per week or of working schedules.

Comment [FAL{25}]: No guarantees for CI today, CI 5.1

8.2 **Chicago Inside Regular Workweek.** The regular work week shall consist of forty (40) hours, on consecutive days Monday through Sunday. However, notwithstanding anything to the contrary in this Agreement, the regular work week for all employees hired after December 31, 2007 shall be any five (5), any four (4) and/or any three (3) days Monday through Sunday. Employees scheduled to work a four (4) ten (10) hour day schedule and/or a three (3) twelve (12) hour day schedule will have at least two (2) consecutive days off during the week. The regular workday shall consist of eight (8) hours of work unless the employee is scheduled to work either a four (4) ten (10) hour day schedule or a three (3) twelve (12) hour day schedule. The workday is exclusive of lunch periods. Employees scheduled to work a three (3) twelve (12) hour day schedule will be paid for forty (40) hours of pay provided the employee actually works the entire schedule. The three (3) twelve (12) hour day schedule will only apply to employees associated with production, including production support employees. Production support employees shall include warehouse employees, lift truck operators (production) and truck hikers.

Comment [FAL{26}]: Moved from CI 5.2;

8.3 **Chicago Outside Work Schedules.** Express Drivers, Transport Drivers and Pre-sell Driver/ Merchandisers may be scheduled to work eight (8) hours any five (5) consecutive days, or ten (10) hours any four (4) consecutive days Monday through Saturday. However, notwithstanding anything to the contrary in this Agreement, the regular work week for all employees hired after December 31, 2007 regardless of their job classification shall be any five (5) and/or any four (4) days Monday through Sunday. Employees scheduled to work a four (4) ten (10) hour day schedule will have at least two (2) consecutive days off during the week. The Pre-sell Driver/Merchandiser shall receive the same weekly guarantee provided to Route Salesmen under Article 5, Section 5.3.

8.4 **Chicago Outside Swingmen and Relief Driver Trainers.** A Swingman shall perform duties as specified by the Employer. A Swingman may be assigned to run a commission route if the Route Salesman is unavailable or does not volunteer to run his route on an

off day (Monday through Sunday) and/or to perform the work of any job classification. A Swingman who is regularly scheduled to work may be assigned to perform work in any classification prior to scheduling overtime work. A Swingman may be scheduled to work eight (8) hours any five (5) days or ten (10) hours any four (4) days Monday through Sunday.

Merchandisers, On-Premise Utility Drivers and Full Service Drivers may be scheduled to work eight (8) hours any five (5) consecutive days, or ten (10) hours any four (4) consecutive days, Monday through Sunday. Work schedules will be posted for bid.

Relief Driver Trainers are intended to be available to fill in as needed for other classifications. A Relief Driver Trainer who is regularly scheduled to work may be assigned to perform work in any classification prior to scheduling overtime work. The Relief Driver Trainer also will be responsible for instructing/training drivers and merchandisers on the required skills and tasks of any driver or merchandiser classification. Assignment of duties will be solely at management discretion. Management reserves the sole authority to evaluate and follow-up on the training progress of employees. While the Relief Driver Trainer is training another employee, this will not be viewed as requesting assistance, and thus will not be subject to the reduction in commission.

When a vacancy for a Relief Driver Trainer occurs in a distribution center, the most senior employee who meets the qualifications for the position shall have the right to fill such vacancy. The Employer will post the initial vacancy promptly for three (3) workdays and will fill the vacancy as soon as practical. The successful bidder shall not have the opportunity to bid on another route or position for a twelve (12) month period following the assignment to the vacancy. The employee will have the option within the first thirty (30) days in the Relief Driver Trainer classification to move back to the position from which the employee bid. The Employer will also have sole discretion within the first thirty (30) days in the Relief Driver Trainer classification to reassign the employee back into the position from which the employee bid.

Vacation selection, overtime assignment and work schedule shall be based upon the classification from which the employee bid.

Merchandiser work schedules will be posted for bid by seniority. Work schedules will bid two times per year on the second week of March and second week of September. New schedules will take effect during the first week of April and October, respectively.

8.5 **Kankakee employees:** The normal workweek for Hourly employees shall consist of forty (40) hours, Monday through Friday, commencing at 12:01 A.M. on Mondays and the normal workday shall consist of eight (8) consecutive hours of work in any twenty-four (24) hour period commencing when the employee starts work or the beginning of his regular shift. The workday is exclusive of lunch periods. The Company may designate the time for the beginning and ending of any shift, it being understood that three (3) eight (8) hour shifts may be scheduled during any twenty-four (24) hour period. Field Service Technicians shall be allowed two (2) ten (10) minute paid rest periods during each workday. Workweeks differing from that indicated above may be established by the Company after first notifying the Union.

Kankakee Inside Eemployees shall be allowed two (2) ten (10) minute rest periods during each workday, one in the morning and one in the afternoon, as close as possible

Comment [FAL-27]: KO 6.6 language; same language in KI 7.1

to the middle of the morning and the middle of the afternoon work periods. Employees who are required to work overtime shall be allowed a ten (10) minute paid rest period during the first two (2) scheduled hours of overtime work, as close to the middle of that overtime period as possible, and shall be allowed an additional ten (10) minute paid rest period during the next two (2) scheduled hours of overtime work, as close to the middle of that second two (2) hours overtime period.

Comment [FAL{28}]: Pulled from CI 5.4

8.6 **Chicago Inside Shift.** The regularly established shifts shall be as follows:

- a. Day Shift: Eight (8) consecutive hours of work for those employees scheduled to work five (5) eight (8) hour days; ten (10) consecutive hours of work for those employees scheduled to work four (4) ten (10) hour days; or twelve (12) consecutive hours of work for those employees scheduled to work three (3) twelve (12) hour days, exclusive of lunch, starting between 5:00 a.m. and 11:59 a.m..
- b. Afternoon Shift: Eight (8) consecutive hours of work for those employees scheduled to work five (5) eight (8) hour days; ten (10) consecutive hours of work for those employees scheduled to work four (4) ten (10) hour days; or twelve (12) consecutive hours of work for those employees scheduled to work three (3) twelve (12) hour days, exclusive of lunch, starting between 12:00 noon and 6:59 p.m.
- c. Night Shift: Eight (8) consecutive hours of work for those employees scheduled to work five (5) eight (8) hour days; ten (10) consecutive hours of work for those employees scheduled to work four (4) ten (10) hour days; or twelve (12) consecutive hours of work for those employees scheduled to work three (3) twelve (12) hour days, exclusive of lunch, starting between 7:00 p.m. and 4:59 a.m.

All hours worked by an employee shall be considered as worked on the shift on which he begins work. There shall be no split shifts.

8.7 **Chicago Inside Rest Periods and Overtime.** Employees shall be allowed two (2) fifteen (15) minute paid rest periods during each workday, as close as possible to the middle of the first four (4) hour and the middle of the second four (4) hour work periods. Employees who are required to work overtime shall be allowed a ten (10) minute paid rest period during the first two (2) scheduled hours of overtime work, as close to the middle of that overtime period as possible and shall be allowed an additional ten (10) minute paid rest period during the next two (2) scheduled hours of overtime work, as close to the middle of that second two (2) hour overtime period.

Comment [FAL{29}]: Pulled from CI 5.5; different from Kankakee, 15 vs. 10 mins; moved 2nd to paragraphs to CI OT section 8.9

~~Except in the case of breakdowns, power failures and acts of God, employees will be notified by a posted notice of daily overtime no later than their lunch break on that day and before the end of their shift on the previous Thursday for weekend overtime. Overtime work on regular workdays shall be assigned as follows: Employees who are actually performing such work immediately prior to the beginning of the overtime work shall be assigned to continue and complete the overtime work.~~

~~If overtime work is scheduled on an off day, (Monday through Sunday), or holiday, the Employer will offer the scheduled work to employees who are off work on the shift in the classification by seniority. If there is not a sufficient~~

~~number of employees who are off work in the classification on the shift who volunteer, the Employer may offer the work to an employee(s) who are off work in the classification on the next shift in order of seniority. Any employee who is offered the scheduled work must be qualified to perform the overtime work. In the event that an insufficient number of employees in the classification volunteer for such overtime work, the Employer will assign employees with the least seniority in the classification on the affected shift. Such employees refusing to perform such overtime work shall be subject to disciplinary action~~

8.4 Wages.

Chicago Outside

Hourly Rates	4/29/12	4/29/13	4/29/14	4/29/15
Express Driver	\$21.25	\$21.65	\$22.05	\$22.45
Food Service Express Driver	\$21.26	\$21.66	\$22.06	\$22.46
Merchandiser (hired prior to 4/30/90)	\$16.65	\$17.05	\$17.45	\$17.85
Merchandiser (with a Class A CDL)	\$16.65	\$17.05	\$17.45	\$17.85
Merchandiser	\$15.90	\$16.30	\$16.70	\$17.10
Swingmen	\$16.65	\$17.05	\$17.45	\$17.85
On-Premise Utility Driver	\$18.85	\$19.25	\$19.65	\$20.05

D-Bay, Pre-Sell Driver/Merchandiser	4/29/12	4/29/13	4/29/14	4/29/15
Base / week	\$377.50	\$377.50	\$377.50	\$377.50
5 Day Schedule	\$75.50	\$75.50	\$75.50	\$75.50
4 Day Schedule	\$94.375	\$94.375	\$94.375	\$94.375
Commissions:				
Bottles & Cans (B&C)	\$.3200	\$.3300	\$.3400	\$.3500
Per Gallon	\$.1650	\$.1650	\$.1650	\$.1650
Cups (Per Case Sold)	\$.5000	\$.5000	\$.5000	\$.5000
CO2 Tanks (Sold)	\$.3000	\$.3000	\$.3000	\$.3000
CO2 Tanks (Returned)	\$.5000	\$.5000	\$.5000	\$.5000

Full Service Drivers	4/29/12	4/29/13	4/29/14	4/29/15
Base per day:				
5 Day Schedule	\$63.50	\$69.50	\$75.50	\$81.50
4 Day Schedule	\$79.38	\$86.88	\$94.38	\$101.88
Commission:				
All Bottle & Can Products (per case	\$1.26	\$1.26	\$1.26	\$1.26

or equivalent per unit)				
Per Gallon	\$.1550	\$.1550	\$.1550	\$.1550
Cups (per case sold)	\$.5000	\$.5000	\$.5000	\$.5000
CO2 Tanks (Sold)	\$.3000	\$.3000	\$.3000	\$.3000
CO2 Tanks (Returned)	\$.5000	\$.5000	\$.5000	\$.5000

Relief Driver Trainer: While performing relief duties for base + commission positions the commission rates will be the same as outlined for that position and the base pay will be:

Relief Driver Trainer	4/29/12	4/29/13	4/29/14	4/29/15
Base pay per week	\$660.00	\$660.00	\$660.00	\$660.00
Base pay per day:				
5 Day Schedule	\$132.00	\$132.00	\$132.00	\$132.00
4 Day Schedule	\$165.00	\$165.00	\$165.00	\$165.00
Hourly Rate ⁽¹⁾	\$21.25	\$21.65	\$22.05	\$22.45

⁽¹⁾ While performing all other duties with an hourly rate or training certified drivers.

Relief Driver Trainers will receive bereavement, jury, vacation, holiday and birthday pay in the same manner as hourly employees.

Transport Drivers

Transport Drivers will be compensated for each trip using the mileage rate plus the run rate in accordance with the following chart:

Effective May 1, 2011

Mileage Band	From	To	Mileage Rate	Run Rate
Band 1	1	14	\$1.06	\$13.25
Band 2	15	49	\$.80	\$13.25
Band 3	50+		\$.68	\$13.25

Transport	4/29/12	4/29/13	4/29/14	4/29/15
Lump Sum	\$750.00	\$750.00	\$750.00	\$750.00

The mileage to a destination will be determined using a publicly available internet based source selected by the Company (e.g., Rand McNally). Mileage will be rounded up to the nearest whole mile.

In addition, Transport Drivers will receive \$10.00 for daily fueling and inspection.

If a Pre-sell Driver/Merchandiser requests assistance and it is provided, the commission he receives will be reduced by .025 in the 0 - 250 fluid ounces category and by .05 in the 251 & above fluid ounces category. If the Employer provides assistance without such a request, the commission will not be reduced.

If a Swingman is temporarily assigned to a different job classification, he shall be paid in accordance with the job classification to which he is assigned or his regular rate of pay, whichever is greater.

The Employer has the right to require an employee to use their personal vehicle to perform work. If the Employer requires an employee to use his personal vehicle for work the employee will be compensated for mileage in accordance with IRS guidelines.

Temporary and probationary employees, as defined in **Section 32.2** will be paid as follows:

Temporary & Probationary Employees	4/29/12	4/29/13	4/29/14	4/29/15
	\$13.15	\$13.55	\$13.95	\$14.35

Chicago Inside Production & Warehouse Wage Rates.

The following hourly rates of pay for each job classification shall become and remain in full force and effect for the term of this Agreement as of the dates specified:

Production	4/29/12	4/29/13	4/29/14	4/29/15
Production Machine Operator A	\$19.35	\$19.75	\$20.15	\$20.55
Production Machine Operator B	\$18.95	\$19.35	\$19.75	\$20.15
CO2 Filler Operator	\$18.70	\$19.10	\$19.50	\$19.90
Syrup Batcher	\$19.65	\$20.05	\$20.45	\$20.85
Sanitizer	\$18.85	\$19.25	\$19.65	\$20.05
Greaser/Oiler	\$18.80	\$19.20	\$19.60	\$20.00
Scrubber Operator*	\$18.85	\$19.25	\$19.65	\$20.05
Warehouse	4/29/12	4/29/13	4/29/14	4/29/15
Warehouse General Plant	\$18.72	\$19.12	\$19.52	\$19.92
Lift Truck Operator	\$18.85	\$19.25	\$19.65	\$20.05
Truck Hiker	\$19.15	\$19.55	\$19.95	\$20.35
Repack	\$15.00	\$15.40	\$15.80	\$16.20
Seasonal and Blue Card/Temporary	4/29/12	4/29/13	4/29/14	4/29/15
Seasonal & Blue Card/Temporary	\$13.15	\$13.55	\$13.95	\$14.35

* When driven

A regular employee classified as a Lift Truck Operator, Truck Hiker or Warehouseman/General Plant who has previously held one or both of the other classifications may exercise his seniority to bid on a vacancy in the Lift Truck Operator, Truck Hiker or Warehouseman/General Plant classification he previously held.

New employees will be started at the following straight-time regular hourly rate of pay and will progress to the full rate of their respective job classification, as set forth above:

Start through 6 months	\$2.00 below rate
7 months through 12 months	1.50 below rate
13 months through 18 months	1.00 below rate
19 months through 24 months	.50 below rate
Over 24 months	Rate of classification

Lead Person: When and if the Employer determines the need for any employee to act as a Lead Person in a department such employee shall receive a Lead Person premium of \$.50 per hour for each hour so assigned over and above the hourly rate for the highest classification he directs in the department.

Transfer Rate. An employee of the above who is temporarily assigned by the Employer to a job classification other than his regular job classification shall receive the rate of the temporary assignment or the rate of his regular job classification whichever is the higher for the time spent on the temporary assignment as follows:

- A minimum of 1 hour but less than 2 = 2 hours
- A minimum of 2 hours but less than 4.5 = 4.5 hours
- A minimum of 4.5 hours but less than 8 = 8 hours

All work performed on such temporary assignment in excess of eight (8) hours in any one workday for those employees scheduled to work five (5) eight (8) hour days; in excess of ten (10) hours in any one workday for those employees scheduled to work four (4) ten (10) hour days; in excess of twelve (12) hours in any one workday for those employees scheduled to work three (3) twelve (12) hour days shall be paid for at one and one-half (1 ½) times the higher rate of pay.

In the event an employee in the classifications listed in **Section 7.1** is transferred in lieu of a layoff, he shall be paid the base rate of the job classification to which he is transferred. Such an employee who is permanently transferred and an employee who requests a transfer from one job classification to another shall receive the base rate of the job classification to which he is transferred.

Transfer- MEM Department to Production Department. There shall be no involuntary transfer of an employee from the MEM Department to the Production Department.

Shift Differential. Employees assigned to and working on the afternoon shift shall receive a differential of 15 cents per hour. Employees assigned to and working on the night shift shall receive a differential of 20 cents per hour. Such shift differential shall be in addition to the rates of pay established in **Article 7** and **Article 8** and shall be included in the regular hourly rate for the purpose of computing overtime, holiday and vacation pay.

Chicago Inside MEM Classification and Rates. MEM employees will be paid the following straight-time hourly rates:

MEM	4/29/12	4/29/13	4/29/14	4/29/15
General Labor	\$14.85	\$15.25	\$15.65	\$16.05

Comment [FAL-30]: C18.2; took the whole section except "auxiliary crew" paragraphs and moved to the MEM Article as 727 proposed