

Shop Serviceman	\$18.35	\$18.75	\$19.15	\$19.55
Field Service Tech	\$21.20	\$21.60	\$22.00	\$22.40

After six (6) months of employment a General Labor employee will receive an additional \$.50 per hour. After twelve (12) months of employment a General labor employee will receive an additional \$.50 per hour. After eighteen (18) months of employment a General Labor employee will receive an additional \$.50 per hour. After twenty-four (24) months of employment a General Labor employee will receive an additional \$.50 per hour. After two (2) years of employment, a General Labor employee's name will be added to the bottom of the Shop Serviceman classification seniority list.

A leadman may be assigned, at the Company's discretion, in the Shop Serviceman and Field Service Technician classifications. An employee assigned to be a leadman will receive an additional \$.50 per hour. A leadman is defined as a Field Service Technician or Shop Serviceman who in addition to his normal duties is qualified to train, assist and by management direction assign the work of bargaining unit employees.

A MEM department employee in the General Labor or Shop Serviceman classifications assigned to drive the cartage truck shall receive an additional \$.35 effective April 30, 2006.

If a Shop Serviceman or a Field Service Technician has the State certification in refrigeration (type I or II) he shall receive an additional \$1.00 effective April 29, 2007.

MEM Refrigeration Pay. MEM employees receiving Refrigeration Certification prior to August 23, 2012 will be grandfathered with the commensurate pay increase. All MEM employees seeking to obtain their Refrigeration Certification after August 23, 2012 will be subject to Management approval based on business needs. Approvals for Certifications will be based in Seniority order.

~~Auxiliary Crew: Auxiliary crew is defined as a Field Service Technician who is assigned to work at "prestige" accounts/events. An account is considered a "prestige" account if the contract with the account requires a Field Service Technician on-site for each event (e.g., Wrigley Field, United Center, Allstate Arena). Duties include, but are not limited to, repair, installation and replacement of dispensing equipment and coolers. When not required to be at a "prestige" account, auxiliary crew members will perform all normal field service repairman/installation/shop service duties.~~

~~When the Company determines that there is a vacancy in the Field Service Technician classification, the most senior qualified Shop Serviceman employee will be assigned to the opening.~~

~~A Shop Serviceman employee assigned to work alone in the field as a Field Service Technician shall be paid at the higher rate of pay while performing Field Service Technician duties. After the temporary job assignment, the employee will return to his regular rate of pay.~~

~~Overtime on an off day (Monday through Sunday) shall be assigned to the most senior qualified employee in the department who volunteers to perform the work. The Company will post a sign up sheet by noon Monday. Employees who want to volunteer~~

to work must sign the posting. If there are insufficient volunteers to perform the work, the least senior qualified employee in the department shall be assigned to perform the work.

Kankakee Outside

Pepsi-Express. The Employer reserves the right to have an hourly delivery system known as Pepsi Express.

Comment [FAL{31}]: KO 28.3; 1st sentence in Methods of Delivery Article.

The following hourly rates of pay for each job classification shall apply:

	4/29/12	4/29/13	4/29/14	4/29/15
Express Driver	\$19.80	\$20.20	\$20.60	\$21.00
Merchandiser (hired prior to May 1, 1992)	\$16.45	\$16.85	\$17.25	\$17.65
Merchandiser (hired on or after May 1, 1992)	\$15.70	\$16.10	\$16.50	\$16.90

Pre-sell/Tel-sell Delivery. The Employer reserves the right to have a pre-sell/tel-sell delivery system. A Pre-sell Driver/Merchandiser will deliver product to the account and merchandise the accounts. In addition, the Company may use Swingmen, Merchandisers and management employees to perform merchandising in pre-sell/tel-sell accounts. Accounts will not be moved between a conventional route and a pre-sell/tel-sell route on a day-to-day basis. A pre-sell/tel-sell route does not have to have contiguous boundaries. Pre-sell Driver/Merchandiser may be scheduled to work in accordance with Article 6, Section 6.6. The Company will not convert any routes currently on the conventional route distribution system and the pre-sell route distribution system to the next-generation, non-route pre-sell distribution system, discussed during negotiations, prior to September 2003. A Pre-sell Driver/Merchandisers shall be paid as follows:

Comment [FAL{32}]: KO 28.4; deleted language is the same in Methods of Delivery Article

	4/29/12	4/29/13	4/29/14	4/29/15
Base pay per week	\$382.50	\$387.50	\$392.50	\$397.50
5 day schedule / Base per day	\$76.50	\$77.50	\$78.50	\$79.50
4 day schedule / Base per pay	\$95.63	\$96.88	\$98.13	\$99.38
Commission	\$0.285	\$0.290	\$0.295	\$0.300

Full Service Drivers. The Employer reserves the right to have a full service delivery system. Full Service Drivers shall be paid as follows:

Comment [FAL{33}]: KO 28.5

Full Service	4/29/12	4/29/13	4/29/14	4/29/15
Base pay per week	\$295.50	\$303.50	\$311.50	\$319.50
5 day schedule / Base per day	\$59.10	\$60.70	\$62.30	\$63.90
4 day schedule / Base per pay	\$73.88	\$75.88	\$77.88	\$79.88
Commission				
All Bottle & Can Products	\$1.21	\$1.23	\$1.25	\$1.27

(per case or equivalent per unit)				
Per Gallon	\$0.1375	\$0.1375	\$0.1375	\$0.1375
Cups (per case sold)	\$0.5000	\$0.5000	\$0.5000	\$0.5000
CO2 Tanks (Sold)	\$0.3000	\$0.3000	\$0.3000	\$0.3000
CO2 Tanks (Returned)	\$0.5000	\$0.5000	\$0.5000	\$0.5000

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.

Pre-sell Driver/Merchandisers and Full Service Drivers shall be paid overtime for all work performed in excess of forty (40) hours in any one (1) workweek as follows: A Pre-sell Driver/Merchandiser's and Full Service Drivers' base pay and commission for the workweek will be divided by the total hours worked in the workweek to determine an average hourly rate of pay. The average hourly rate of pay will be divided by two (2) to arrive at an overtime rate. The overtime rate will be multiplied by the hours worked in excess of forty (40) to determine the overtime compensation. Example: Base pay and commission is \$600.00. Pre-sell Driver/Merchandiser worked 45 hours in the workweek. The average hourly rate of pay is equal to \$600.00 divided by 45 hours or \$13.33 an hour. The overtime rate is equal to \$13.33 divided by two (2) or \$ 6.67. The overtime compensation is \$6.67 multiplied by 5 or \$33.35. The Pre-sell Driver/ Merchandiser's total compensation for the workweek is \$600.00 plus \$33.35 or \$633.35.

Comment [FAL{34}: KO 9.1 – 9.3

Swingmen and Relief Driver Trainers. The scale of compensation and the effective date thereof for Swingmen and Relief Driver Trainers shall be as follows:

	4/29/12	4/29/13	4/29/14	4/29/15
Swingmen	\$15.90	\$16.30	\$16.70	\$17.10
Relief Driver Trainers	\$20.80	\$21.20	\$21.60	\$22.00

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

Relief Driver Trainers are intended to be available to fill in as needed for other classifications and will be paid their regular hourly rate regardless of their work assignment. 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 training new and existing employees. These responsibilities may be subject to change. Management reserves the sole authority to evaluate and follow-up on the training progress of employees. Vacancies in this classification will be posted and all candidates expressing interest will be interviewed to assess qualifications. The most qualified candidate(s) determined through the interview process will be offered the position. If the qualifications of two (2) or more candidates are equal, seniority shall govern.

When a Regular Route Driver Salesman or Pre-sell Driver/Merchandiser is absent, the route may be operated first by a Swingman and/or a Relief Driver Trainer and, if no Swingmen and/or Relief Driver Trainers are available, then by the Merchandiser, if qualified. The compensation for the Swingman will be the same as that of a Regular Route Driver Salesman for the days or weeks spent operating routes. The guarantee that applies to hourly employees does not apply to the Swingmen.

Swingmen and Relief Driver Trainers must have a commercial driver's license (CDL), be in uniform, meet the Company's employment standards in all respects and must have the ability to handle cash and charge tickets as well as deal with customers according to established sales policies.

Field Service Technicians. The minimum scale of compensation for Field Service Technicians shall be as follows:

	4/29/12	4/29/13	4/29/14	4/29/15
Field Service Technician	\$20.20	\$20.60	\$21.00	\$21.40

Comment [FAL{35}]: KO 6.3; moved deleted part to Guarantee Article

The starting rate for the above classification is one dollar and seventy-five cents (\$1.75) less than the full rate for the first six months; one dollar and twenty-five cents (\$1.25) less for the second six months; seventy-five cents (\$.75) less for the third six months, fifty (\$.50) less for the fourth six months and then the full rate. Field Service Technicians must be certified in refrigeration within nine (9) months of employment in order to maintain their employment.

A Field Service Technician who is required to carry a pager will receive \$80 per week in addition to one and one half times his regular straight-time hourly rate for all hours worked over 40.

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

The Company reserves the right to hire a Field Service Technician at any of the above step rates or at the full rate. Once the starting rate is established, the employee's wage rate will increase to the next higher rate every six months until he is at the full rate.

The Company has the right to designate an employee to be a leadman who will act as a leadman when designated by the Company. The leadman will receive \$1.00 an hour above the regular rate for the job classification.

~~All hourly Rated employees shall be guaranteed a five (5) day or four (4) day workweek, Monday through Friday inclusive (workweek differing from preceding may be established after notifying union), except where work is not available for the following reasons:~~

Comment [FAL{36}]: Moved to Guarantee Section

- ~~1. In the event of breakdown of utilities, strikes, floods, riots, fires, acts of God, or other circumstances beyond the control of the Company interfere with work being provided;~~

2. ~~In any case in which an employee has not been scheduled or notified to report for work, but who reports for work without call on his own accord;~~
3. ~~Employees who are absent so that notice not to report cannot be given to them while at work;~~
4. ~~In any case in which an employee shall not be put to work, or kept at work, or shall be released from work after having been put to work by reason of discipline, subject to Article 5, Grievance Procedure;~~
5. ~~In any case where an employee fails to report for work after being scheduled to work;~~
6. ~~In any case where an employee refuses to perform the work to which he is assigned, provided he is capable of performing the work assigned;~~

~~An Hourly Rated employee who reports for work for which he was scheduled or assigned may, if no work is available for any reasons other than those specified above, be assigned to other work in any department and shall perform such assignment to the best of his ability for the remainder of the day or week.~~

Kankakee Inside

Comment [FAL{37}]: KI 6.2 and 8.1

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

	4/29/12	4/29/13	4/29/14	4/29/15
Lift Truck Operator	\$17.45	\$17.85	\$18.25	\$18.65
Warehousemen	\$17.45	\$17.85	\$18.25	\$18.65

If an employee is assigned to perform truck hiking the employee shall receive \$.25 per hour above the regular rate of pay for the entire shift.

Employees hired after 5-1-85 shall be paid at three dollars and twenty-five cents (\$3.25) less than the full rate during the probationary period; three dollars (\$3.00) less for the next five (5) months; two dollars and twenty-five cents (\$2.25) less for the next six (6) months; one dollar and fifty cents (\$1.50) less for the next six (6) months; seventy-five cents (\$.75) less for the next six (6) months, and then the full rate.

All Hourly employees shall be paid a night shift differential of ten (10) cents per hour for all hours worked on shifts starting at or after 2:00 P.M.

The Company has the right to designate an employee to be a lead man. The leadman will receive \$1.00 an hour above the regular rate for the job classification.

Seasonal employees shall be those employees who are hired from May 1 through Saturday after Labor Day and who do not have seniority in accordance with Article 11. Temporary and seasonal employees shall not be guaranteed forty (40) hours of work in any workweek. Temporary and seasonal employees shall not be eligible for any benefits

provided for in this Agreement. Temporary and seasonal employees shall be paid as follows:

4/29/12	4/29/13	4/29/14	4/29/15
\$14.00	\$14.00	\$14.00	\$14.00

- 8.5 **Chicago Outside Overtime.** Express Drivers and Relief Driver Trainers shall receive one and one-half (1½) times their regular rate for all hours worked in excess of eight (8) hours in a day, for those employees scheduled to work five (5) eight (8) hour days; in excess of ten (10) hours in a day, for those employees scheduled to work four (4) ten (10) hour days, or over forty (40) hours worked in the same workweek. Hours worked on the second off day worked, for those employees scheduled to work a five (5), eight (8) hour day schedule, or the third off day worked for those employees scheduled to work a four (4), ten (10) hour day schedule, (Monday through Sunday) in the same workweek will be paid at two (2) times the straight-time hourly rate provided the employee has worked all of the other days that week.

Overtime on an off day (Monday through Sunday) in the Express Driver classifications will be offered by seniority within the classifications provided the employee is eligible to work the required number of hours without violating federal, state and/or local laws or regulations.

All hourly employees, except Express Drivers and Relief Driver Trainers shall receive one and one-half (1½) times their regular hourly rate for all hours worked in excess of forty (40) hours worked in the same workweek. Hours worked on the second off day worked, for those employees scheduled to work a five (5), eight (8) hour day schedule, or the third off day worked for those employees scheduled to work a four (4), ten (10) hour day schedule, (Monday through Sunday) in the same workweek will be paid at two (2) times the straight-time hourly rate provided the employee has worked all of the other days that week.

Pre-sell Driver/Merchandisers, Full Service Drivers and Transport Drivers shall be paid overtime for all work performed in excess of forty (40) hours in any one (1) workweek as follows: A Pre-sell Driver/Merchandiser's, Full Service Driver's and Transport Drivers' base pay and commission or trip rate for the workweek will be divided by the total hours worked in the workweek to determine an average hourly rate of pay. The average hourly rate of pay will be divided by two (2) to arrive at an overtime rate. The overtime rate will be multiplied by the hours worked in excess of forty (40) to determine the overtime compensation. Example: Base pay and commission is \$600.00. Pre-sell Driver/Merchandiser worked 45 hours in the workweek. The average hourly rate of pay is equal to \$600.00 divided by 45 hours or \$13.33 an hour. The overtime rate is equal to \$13.33 divided by two (2) or \$ 6.67. The overtime compensation is \$6.67 multiplied by 5 or \$33.35. The Pre-sell Driver/Merchandiser's total compensation for the workweek is \$600.00 plus \$33.35 or \$633.35.

There will be no pyramiding, compounding or paying twice for overtime, penalty or premium under this or any other provision of this Agreement. If more than one rate applies in any case, only the single highest rate will be paid.

8.8 Kankakee Overtime: Hourly shall receive one and one-half (1-1/2) times the regular hourly rate of pay for all work performed in excess of eight (8) hours in any one (1) workday for those employees scheduled to work five (5) eight (8) hour days; in excess of ten (10) hours in any one (1) workday for those employees scheduled to work four (4) ten (10) hour days and forty (40) hours in any one (1) workweek, and for work on a holiday. Overtime shall be paid only on a daily or weekly basis, whichever is the greater, but not for both.

Comment [FAL{38}]: KO 6.7 1st paragraph;

Kankakee Inside: In the event it is necessary to schedule work on an off day or holidays, such work shall be offered to regular employees. No employees other than regular employees shall be scheduled for such work unless it has been first offered to regular employees. Whenever the management requests employees to work overtime, on an off day or holidays, employees so requested shall cooperate with the management. If there is not a sufficient number of employees who volunteer, the Employer will assign employees to perform the work in reverse order of seniority.

Comment [FAL{39}]: KI 7.4;

Kankakee Outside:

A) If an hourly employee is required to work on an off day or a holiday, the Employer will offer the work to employees who are off work by seniority. This provision does not apply to employees who are on-call. An employee who is offered the work must be qualified to perform the work. If there is not a sufficient number of employees who volunteer, the Employer will assign employees to perform the work in reverse order of seniority.

Comment [FAL{40}]: KO 6.8 2nd paragraph, KI 7.4

A)B) Where an Hourly employee is required to report and does report for work on an off day, he shall be guaranteed a minimum of four (4) hours' work or four (4) hours' pay at the appropriate rate of pay.

Comment [FAL{41}]: KO 6.8

B)C) After the completion of his shift for the day, an employee called back to work shall receive a minimum of two (2) hours pay at the straight-time rate. This section shall not apply when the employee reports to work early and continues working into his normal shift.

Comment [FAL{42}]: KO 6.9

8.8.9 Chicago Inside Overtime. One and one-half (1 ½) times the regular hourly rates shall be paid for all work performed 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; or thirty-six (36) hours for those employees scheduled to work three (3) twelve (12) hours days or forty (40) hours for those employees scheduled to work five (5) eight hour days or four (4) ten (10) hour days in any one workweek.

Comment [FAL{43}]: Came from CI 5.3

The regular hours of evening or night shifts which extend into the next calendar day will be paid at the straight-time hourly rate of pay. Thus, for example, a night-shift starting after midnight on the calendar day of Monday (Tuesday morning) shall be considered as a Monday start for the purpose of the Monday-through-Friday workweek. Such night-shift start after midnight on the calendar day of Friday (Saturday morning) shall be paid at the straight-time hourly rate for the first eight (8) hours of work for those employees scheduled to work five (5) eight (8) hour days; for the first ten (10) hours of work for those employees scheduled to work four (4) ten (10) hour days; or for the first twelve

(12) hours of work for those employees scheduled to work three (3) twelve (12) hour days.

Two (2) times the regular hourly rate of pay shall be paid for all work performed on the second off day worked for those employees scheduled to work five (5) eight (8) hour days; third off day worked for those employees scheduled to work four (4) ten (10) hour days; or fourth off day worked for those employees scheduled to work three (3) twelve (12) hour days, provided the employee has worked all of the other days that week, and on the holidays enumerated in Article 9, except when such hours are part of the night-shift extending into or commencing on such day. Such night-shift hours extending into the morning of a second off day worked for those employees scheduled to work five (5) eight (8) hour days; third off day worked for those employees scheduled to work four (4) ten (10) hour days; or fourth off day worked for those employees scheduled to work three (3) twelve (12) hour days or holiday will be considered as work performed on the previous day and paid accordingly. Such night-shift hours scheduled to begin in the evening of a second off day worked for those employees scheduled to work five (5) eight (8) hour days; third off day worked for those employees scheduled to work four (4) ten (10) hour days; or fourth off day worked for those employees scheduled to work three (3) twelve (12) hour days or holiday will be treated as hours of work on the following day and paid accordingly.

Overtime shall be paid on a daily or a weekly basis, whichever is greater, but not for both. There shall be no pyramiding, compounding or paying twice for overtime or other penalty or premium pay under this or any other provision of this Agreement. If more than one premium, penalty or overtime rate applies in any case, only the single highest rate shall be paid. An employee called in before his regularly established time for that week shall be guaranteed eight (8) hours of work or pay if scheduled to work a five (5) eight (8) hour day schedule; ten (10) hours of work or pay if scheduled to work a four (4) ten (10) hour day schedule; twelve (12) hours of work or pay if scheduled to work a three (3) twelve (12) hours day schedule from the established starting time in addition to the overtime hours for time worked prior to the established starting time, as provided herein.

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.

Comment [FAL{44}]: CI Inside lang, no changes moved from CI 5.5

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

ARTICLE X – GUARANTEES

Comment [FAL{45}]: Add a new Article to capture all guarantees

X.1 Chicago Outside Merchandiser Guarantee. A full-time Merchandiser who is regularly scheduled and who reports for work and any employee who is notified to report and who does report for work during the regular workweek and continues to be available and willing to work each day of the regular workweek shall be guaranteed forty (40) hours per week at the appropriate rate for the job classification to which he may be assigned. This section shall not apply:

- (a) In the event of power failure, breakdown of utilities, breakdown of equipment, floods, storms, riots, strikes, fires, acts of God which interfere with work being provided, except that employees working on the shift during which such an event occurs shall be guaranteed work, or pay in lieu thereof, for the remainder of the eight (8) hour shift for those employees scheduled to work five (5) eight (8) hour days; ten (10) hour shift for those employees scheduled to work four (4) ten (10) hour days. Employees assigned to the immediately following shift shall be notified not to report for work by telephone, at the telephone number appearing on their personnel record, at least two (2) hours prior to the starting time of their shift. If such notice to the telephone number of record is not made, such employees shall receive eight (8) hours' work or eight (8) hours' pay in lieu of work for those employees scheduled to work five (5) eight (8) hour days; ten (10) hours' pay in lieu of work for those employees scheduled to work four (4) ten (10) hour days. In the event any of the aforementioned events occur when a shift is not working, employees assigned to the first shift following the event will only be paid for time they work, if any.
- (b) In any case in which an employee shall not be put to work, or kept at work, or shall be released from work after having been put to work by reason of discipline or suspension for just cause.
- (c) In any case in which an employee has not been scheduled or notified to report for work but who reports for work without call on his own accord.
- (d) In any case where an employee is absent so that notice not to report cannot be given him while at work, or through reasonable effort by the Employer.
- (e) In any case where an employee fails to report for work after being scheduled to work.
- (f) In the event that one of the seven (7) paid holidays occurs or falls during the normal workweek thus reducing the weekly guarantee to four (4) days or thirty-two (32) hours for those employees scheduled to work five (5) eight (8) hour days; three (3) days or thirty (30) hours for those employees scheduled to work four (4) ten (10) hour days.
- (g) In any case where an employee refuses to perform the work to which he assigned, provided he is capable of performing the work assigned.
- (h) In any case where an employee is called back to work from a layoff of five (5) days or more, and is scheduled to report on a day other than his normal scheduled starting day; provided, however, that this exception shall be used only two (2) times for an employee during any three (3) month period.

Hours not worked, for which wage payment is made under the provisions of this Article, shall not be considered as time worked in determining daily, weekly or any other forms of overtime.

X.2 Kankakee Hourly Employees Guarantee: All hourly Rated employees in Kankakee shall be guaranteed a five (5) day or four (4) day workweek, Monday through Friday inclusive (workweek differing from preceding may be established after notifying union), except where work is not available for the following reasons:

Comment [FAL{46}]: Same language as KI 6.1 & 6.2; F/U on where to put "Regular employees shall be those employees on the payroll and actively working on October 30, 1964 and those employees who subsequent to October 30, 1964 have seniority in accordance with Section 6 of Article 11." Pulled from KO 6.3 2nd paragraph

1. ~~In the event of breakdown of utilities, strikes, floods, riots, fires, acts of God, or other circumstances beyond the control of the Company interfere with work being provided;~~
2. ~~In any case in which an employee has not been scheduled or notified to report for work, but who reports for work without call on his own accord;~~
3. ~~Employees who are absent so that notice not to report cannot be given to them while at work;~~
- 1.4. ~~In any case in which an employee shall not be put to work, or kept at work, or shall be released from work after having been put to work by reason of discipline, subject to Article 5, Grievance Procedure;~~

Comment [FAL{47}]: Kept due to reference to Grievance Procedure article, didn't move under Chi Merch lang because not all letters apply

2. Reasons a, b, d, e, g listed above in X.1

Comment [FAL{48}]: Same reasons, deleted and condensed language

5. ~~In any case where an employee fails to report for work after being scheduled to work;~~
6. ~~In any case where an employee refuses to perform the work to which he is assigned, provided he is capable of performing the work assigned.~~

An Hourly Rated Kankakee employee who reports for work for which he was scheduled or assigned may, if no work is available for any reasons other than those specified above, be assigned to other work in any department and shall perform such assignment to the best of his ability for the remainder of the day or week.

X.3 Chicago Inside Weekly Guarantee. Any employee who is regularly scheduled and who reports for work and any employee who is notified to report and who does report for work during the regular workweek and continues to be available and willing to work each day of the regular workweek shall be guaranteed a workday and workweek of eight (8) hours per day for those employees scheduled to work five (5) eight (8) hour days; ten (10) hours per day for those employees scheduled to work four (4) ten (10) hour days; or twelve (12) hours per day for those employees scheduled to work three (3) twelve (12) hour days and thirty-six (36) hours per week for those employees scheduled to work three (3) twelve (12) hour days or forty (40) hours per week for those employees scheduled to work five (5) eight (8) hour days or four (4) ten (10) hour days at the appropriate rate for the job classification to which he may be assigned. This section shall not apply:

Comment [FAL{49}]: Pulled "Weekly" from Article Heading only. Came from CI 6.1

- a. In the event of power failure, breakdown of utilities, breakdown of equipment, floods, storms, riots, strikes, fires, acts of God which interfere with work being provided, except that employees working on the shift during which such an event

Comment [FAL{50}]: Kept in A because of schedule differences

occurs shall be guaranteed work, or pay in lieu thereof, for the remainder of the eight (8) hour shift for those employees scheduled to work five (5) eight (8) hour days; ten (10) hour shift for those employees scheduled to work four (4) ten (10) hour days; or twelve (12) hour shift for those employees scheduled to work three (3) twelve (12) hour days. Employees assigned to the immediately following shift shall be notified not to report for work by telephone, at the telephone number appearing on their personnel record, at least two (2) hours prior to the starting time of their shift. If such notice to the telephone number of record is not made, such employees shall receive eight (8) hours' work or eight (8) hours' pay in lieu of work for those employees scheduled to work five (5) eight (8) hour days; ten (10) hours' pay in lieu of work for those employees scheduled to work four (4) ten (10) hour days; or twelve (12) hours' pay in lieu of work for those employees scheduled to work three (3) twelve (12) hour days. In the event any of the aforementioned events occur when a shift is not working, employees assigned to the first shift following the event will only be paid for time they work, if any.

~~b. In any case in which an employee shall not be put to work, or kept at work, or shall be released from work after having been put to work by reason of discipline or suspension for just cause.~~

~~e.b. In any case in which an employee has not been scheduled or notified to report for work but who reports for work without call on his own accord.~~

~~d. In any case where an employee is absent so that notice not to report cannot be given him while at work, or through reasonable effort by the Employer.~~

~~e. In any case where an employee fails to report for work after being scheduled to work.~~

~~f.c. In the event that one of the seven (7) paid holidays occurs or falls during the normal workweek thus reducing the weekly guarantee to four (4) days or thirty-two (32) hours for those employees scheduled to work five (5) eight (8) hour days; three (3) days or thirty (30) hours for those employees scheduled to work four (4) ten (10) hour days; or two (2) days or twenty-four (24) hours for those employees scheduled to work three (3) twelve (12) hour days.~~

Comment [FAL{51}]: Keep this one, scheduling difference from CO

~~g. In any case where an employee refuses to perform the work to which he assigned, provided he is capable of performing the work assigned.~~

Comment [FAL{52}]: Keep, 3x is different from CO's 2x

~~d. In any case where an employee is called back to work from a layoff of five (5) days or more, and is scheduled to report on a day other than his normal scheduled starting day; provided, however, that this exception shall be used only three (3) times for an employee during any three (3) month period.~~

~~h.e. Reasons, b, c, d, e, g listed above in X.1~~

Comment [FAL{53}]: Same exact reasons, condensed lang

Comment [FAL{54}]: Deleted the separate section so it was clear it applies to CI group

Hours Not Worked. Hours not worked, for which wage payment is made under the provisions of this Article, shall not be considered as time worked in determining daily, weekly or any other forms of overtime.

ARTICLE 9 - Methods of Delivery

- 9.1 **Single-Man Routes.** The Employer reserves the right to convert any route to routes that will be operated with only a Regular Route Driver Salesman.
- 9.2 **Pepsi Express.** The Employer reserves the right to have an hourly delivery system known as Pepsi Express.
- 9.3 **Chicago Outside Anchor Routes.** The Employer reserves the right to establish single man routes in which the Regular Route Driver Salesman uses mechanical equipment to assist in the unloading of the product. Such routes will be referred to as anchor routes.

Comment [FAL{55}]: KO 28.1

Comment [FAL{56}]: KO 28.3, rates in wage section

A Regular Route Driver Salesman on an anchor route shall receive commission as follows:

Base Pay: \$20/day

Fluid Ounces 5/2/11

Anchor Account	
0 – 250	.1900
251 & above	.3825

All Other Accounts

0 – 250	.2400
251 & above	.4800
Per Gallon	.1550
Cups (per case sold)	.5000
CO2 Tanks (Sold)	.3000
CO2 Tanks (Returned)	.5000

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 \$.3425 at an anchor account and \$.4600 at all other accounts.

If a Regular Route Driver Salesman on an anchor route 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 Regular Route Driver Salesman or a Pre-sell Driver/Merchandiser delivers product to an anchor account, he will receive his regular commission rate. If a Regular Route Driver Salesman on an anchor route delivers product to a conventional commission account or to a pre-sell/tel-sell account, he will receive the conventional commission rate or the pre-sell/tel-sell commission rate.

Any and all other provisions of this Agreement pertaining to Regular Route Driver Salesmen shall apply to Regular Route Driver Salesmen on an anchor route.

9.4 **Pre-sell/Tel-sell Delivery.** The Employer reserves the right to have a pre-sell/tel-sell delivery system. A Pre-sell Driver/Merchandiser will deliver product to the accounts and merchandise the accounts. In addition, the Company may use Swingmen, Merchandisers and management employees to perform merchandising in pre-sell/tel-sell accounts. Accounts will not be moved between a conventional route and the pre-sell/tel-sell delivery system on a day-to-day basis. The provisions of Article 6, Section 6.1, Contiguous Commission Routes provision, shall not apply.

Comment [FAL{57}]: KO 28.4, second part of paragraph remains in wages

Comment [FAL{58}]: This is CO only

9.5 **Direct Deliveries.** The Employer reserves the right to use Express Drivers to deliver product directly to non-merchandiseable accounts, including but not limited to, third party accounts and club/warehouse accounts and to accounts on the Pepsi Express System within the Chicago Division and Kankakee franchise territory.

Comment [FAL{59}]: KO 28.6

Comment [FAL{60}]: Does not call out Express Drivers specifically or Express System specifically in KO

9.6 **Change in Distribution.** Should the Company, in its sole discretion, determine that a change in the method of distribution is desirable, the Company shall notify the Union thirty (30) days before such changes are to be made. Such changes shall give the Company the ability to implement a dynamic routing system (i.e., accounts assigned to a non-route-based distribution system.) The Company and the Union shall negotiate the wages and conditions of such changes subject to review under the grievance procedure.

ARTICLE 10 – **Chicago Outside** Transport Operations

10.1 **Seniority.** If an employee is hired as a Transport Driver or is transferred from the production unit or from the sales unit to Transport Driver, his seniority as a Transport Driver will commence on the day he was hired or was so transferred, as the case may be, and will accumulate while he operates as a Transport Driver. In the case of transfers, the employee will not accumulate any further seniority in the unit from which he was transferred while he is operating as a Transport Driver. If, however, he is returned to the unit from which he was transferred, his former accumulated seniority will prevail but he will not have accumulated any further time in that unit during the time he worked as a Transport Driver.

10.2 **Reduction in Force.** In the event of a reduction in force affecting Transport Drivers the least senior Transport Driver (based on length of service as a Transport Driver) covered by this Agreement will be displaced first. If such Driver had been a Driver Salesman prior to being transferred to a Transport Driver, he may exercise his former accumulated Driver Salesman seniority to displace the least senior Merchandiser, but only at the location where he last worked as a Driver Salesman and provided he has more seniority than the employee to be displaced. If such Driver had been in a job classification covered by the Inside Workers Agreement (production unit) prior to being transferred to a Transport Driver, he may exercise his former accumulated unit seniority to displace the least senior employee in the lowest job classification in the unit, but only at the location where he last worked and provided he has more seniority than the employee to be displaced. Said employee, however, may not use his classification seniority for bidding purposes.

10.3 **Annual Location Posting.** Once each year, during the first week of November, the Employer shall post a list of Transport Driver location assignments. All Transport Drivers may, then, indicate their preference for location assignment. The Employer will make location assignments in accordance with the preferences of Transport Drivers by their seniority (length of service as a Transport Driver).

- 10.4 **Temporary Transfer.** This Article will not apply to employees who are transferred from the production unit or from the sales unit on a temporary basis [thirty (30) days or less].
- 10.5 **Vacations.** For vacation purposes, length of service with the Company will apply.
- 10.6 **Vacancies.** If the Company determines that there is a vacancy in the Transport Driver position it will post such vacancy for a period of three (3) working days. Employees covered by both the Soft Drink Inside Worker's Agreement and this Agreement who are qualified for the position may bid on the vacancy. The Company will award the position to the most qualified senior employee who bids on the position. If there is a question regarding which employee is the most qualified, the Company's State certified CDL trainer shall determine which employee is the most qualified for the position.
- 10.7 **Breakdowns.** In the event a Transport Drivers' vehicle breaks down and is rendered inoperative, he shall be paid at the rate of \$15.00 per hour, to be prorated from the time he notifies the Employer until the time his vehicle is operational or he is returned to his facility and his workday is determined to be complete by the Employer.

ARTICLE 11 – Chicago Outside Special Events Employees

- 11.1 **Job Definition.** Special Events employees are defined as those full-time employees who deliver and pick up special events equipment, including ice, product and other materials necessary for special events. These employees will also clean and maintain equipment in the plant and perform other duties in connection with special events and special events equipment as directed. Part-time employees usually employed during the summer months and occasional employees hired on a daily basis usually for Saturdays, Sundays and holidays shall not be included in the definition of Special Events Employees for purposes of application of the Collective Bargaining Agreement.
- 11.2 **Work Scheduling.** The nature of special events requires working schedules of varying numbers of hours per day and per week and normally requires the performance of work on Saturdays, Sundays and holidays. Accordingly, the Employer shall have the right to schedule special workweeks (differing from the normal Monday through Friday workweek) to include Saturdays, Sundays and holidays as scheduled workdays for which Special Events Employees will receive regular straight-time earnings. The Employer will make every reasonable effort to schedule workweeks for individual employees which consist of five (5) consecutive days within a period of seven (7) calendar days.
- 11.3 **Pay Rate.** Special Events Employees shall receive a daily straight-time rate of \$84.10. Such daily rate shall constitute straight-time compensation for all hours worked during any one (1) workweek.
- 11.4 **Overtime Computation.** For the purposes of computing overtime, the Special Events Employee's regular hourly rate shall be determined by dividing his total straight-time compensation for any one (1) scheduled workweek, by the number of hours worked by him in that workweek, up to and including forty (40) hours. If the Special Events Employee worked more than forty (40) hours in any one (1) scheduled workweek, he shall then be paid one and one-half (1½) times his hourly rate for all hours worked in excess of forty (40) in the workweek.

- 11.5 **Exclusion.** The above provisions regarding scheduled workweeks, pay for Saturdays, Sundays and holidays worked, daily rates and overtime rates shall be governing with respect to Special Events Employees who are hereby excluded from coverage of the provisions contained elsewhere in the Collective Bargaining Agreement on such subjects. The inclusion of Special Events Employees in the Recognition Clause of the Collective Bargaining Agreement is in no way intended to and shall not interfere with the right of the Employer to assign and utilize such men in accordance with its past practice.

Comment [FAL{61}: Cl 8.2

ARTICLE XX – Chicago Inside MEM Department

The parties agree that effective May 1, 1992, the Employer will recognize the Union as the exclusive bargaining agent with respect to wages, hours, and other conditions of employment for all MEM Employees (General Labor, Shop Servicemen, and Field Service Technicians), but excluding all other employees. MEM employees will be covered by the terms of the Agreement covering Soft Drink Inside Workers with the following exceptions:

- 8.1 **Seniority.** Seniority will only apply on a job classification basis within MEM.

Seniority is defined as an employee's length of continuous service from his date of last employment in one of the classifications referred to in Section 2. In the case of multiple hiring on the same day, seniority shall be assigned alphabetically based upon the employee's surname.

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

Comment [FAL{62}: Moved to the wage section

MEM	4/29/12	4/29/13	4/29/14	4/29/15
General Labor	\$14.85	\$15.25	\$15.65	\$16.05
Shop Serviceman	\$18.35	\$18.75	\$19.15	\$19.55
Field Service Tech	\$21.20	\$21.60	\$22.00	\$22.40

After six (6) months of employment a General Labor employee will receive an additional \$.50 per hour. After twelve (12) months of employment a General labor employee will receive an additional \$.50 per hour. After eighteen (18) months of employment a General Labor employee will receive an additional \$.50 per hour. After twenty four (24) months of employment a General Labor employee will receive an additional \$.50 per hour. After two (2) years of employment, a General Labor employee's name will be added to the bottom of the Shop Serviceman classification seniority list.

A leadman may be assigned, at the Company's discretion, in the Shop Serviceman and Field Service Technician classifications. An employee assigned to be a leadman will receive an additional \$.50 per hour. A leadman is defined as a Field Service Technician or Shop Serviceman who in addition to his normal duties is qualified to train, assist and by management direction assign the work of bargaining unit employees.

A MEM department employee in the General Labor or Shop Serviceman classifications assigned to drive the cartage truck shall receive an additional \$.35 effective April 30, 2006.

~~If a Shop Serviceman or a Field Service Technician has the State certification in refrigeration (type I or II) he shall receive an additional \$1.00 effective April 29, 2007.~~

~~MEM Refrigeration Pay. MEM employees receiving Refrigeration Certification prior to August 23, 2012 will be grandfathered with the commensurate pay increase. All MEM employees seeking to obtain their Refrigeration Certification after August 23, 2012 will be subject to Management approval based on business needs. Approvals for Certifications will be based in Seniority order.~~

Auxiliary Crew: Auxiliary crew is defined as a Field Service Technician who is assigned to work at "prestige" accounts/events. An account is considered a "prestige" account if the contract with the account requires a Field Service Technician on site for each event (e.g., Wrigley Field, United Center, Allstate Arena). Duties include, but are not limited to, repair, installation and replacement of dispensing equipment and coolers. When not required to be at a "prestige" account, auxiliary crew members will perform all normal field service repairman/installation/shop service duties.

When the Company determines that there is a vacancy in the Field Service Technician classification, the most senior qualified Shop Serviceman employee will be assigned to the opening.

A Shop Serviceman employee assigned to work alone in the field as a Field Service Technician shall be paid at the higher rate of pay while performing Field Service Technician duties. After the temporary job assignment, the employee will return to his regular rate of pay.

Overtime on an off day (Monday through Sunday) shall be assigned to the most senior qualified employee in the department who volunteers to perform the work. The Company will post a sign up sheet by noon Monday. Employees who want to volunteer to work must sign the posting. If there are insufficient volunteers to perform the work, the least senior qualified employee in the department shall be assigned to perform the work.

8-38.2 Hours of Work. This Section 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.

One and one-half (1-1/2) times the regular hourly rate shall be paid for all work performed in excess of forty (40) hours in any one workweek (Monday through Sunday). Two (2) times the regular hourly rate of pay shall be paid for all work performed on the second off day worked for those employees scheduled to work five (5) eight (8) hour days; third off day worked for those employees scheduled to work four (4) ten (10) hour days; or fourth off day worked for those employees scheduled to work three (3) twelve (12) hour days, provided the employee has worked all of the other days that week, in any workweek and any of the holidays enumerated.

The Employer shall have the right to schedule flexible workweeks (differing from the normal Monday through Friday workweek) to include Saturdays and Sundays as scheduled workdays for which employees will receive regular straight-time earnings. The regular workweek shall consist of any five (5) consecutive scheduled calendar days for those employees scheduled to work five (5) eight (8) hour days; any four (4) consecutive scheduled calendar days for those employees scheduled to work four (4) ten (10) hour days. The workday will consist of 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, exclusive of lunch periods.

8-48.3 Posting of Workweek. the Employer will post changes in work schedules for the following week by Thursday of each week. Hourly employees will then choose work schedules in accordance with their seniority.

8-58.4 Equipment. MEM employees will be furnished the tools which are needed to perform their duties. Broken tools and those which are not functional because of normal wear are replaced by the Company. The employees are responsible for tools or equipment which are lost.

8-68.5 Guarantee. The weekly guarantee in Article 6 of the Inside Agreement shall apply to MEM employees.

8-78.6 MEM Employees Transferred to Food Service. MEM employees are defined as employees in the former vending machine service department which expired April 30, 1988. These employees maintain their current rate, overtime pay (over 8 and/or over 40), their workweek Monday through Friday, and previous shift starting times. These employees will not be required to obtain a commercial driver's license (CDL) unless they have a CDL as of 5/1/92 or the law requires a CDL. If these employees have a CDL as of 5/1/92 they will be required to maintain the CDL.

8-88.7 MEM Overtime. The Company will make every effort to notify employees who have volunteered for weekend overtime with as much notice as possible prior to their overtime assignment. Such notice will include start time and location of the assignment.

The day immediately preceding or following an employee's workweek, exclusive of Sundays, shall constitute the employees overtime day, which shall be established at the annual bid and maintained for the bid period. Sunday overtime shall be made available to all mem employees and shall be awarded in seniority order.

ARTICLE 12 - Vacations

12.1 **One Week.** Each employee, who has continuous service of one (1) year but less than two (2) years as of December 31 shall be eligible for one (1) week's vacation with pay.

Comment [FAL{63}]: CI 13.1, KO 10.1, KI 9.1

12.2 **Two Weeks.** Each employee, who has continuous service of two (2) years but less than five (5) years as of December 31 shall be eligible for two (2) weeks' vacation with pay.

Comment [FAL{64}]: CI 13.2, KO 10.2, KI 9.2

12.3 **Three Weeks.** Each employee who has continuous service of five (5) years but less than ten (10) years as of December 31 shall be eligible for three (3) weeks' vacation with pay.

Comment [FAL{65}]: CI 13.3, KO 10.3, KI 9.3

12.4 **Four Weeks.** Each employee who has continuous service of ten (10) years but less than twenty (20) years as of December 31 shall be eligible for four (4) weeks' vacation with pay.

Comment [FAL{66}]: CI 13.4, KO 10.4, KI 9.4