

9. Accept Union Article 27 – Time Off for Union Activities

ARTICLE 27 - Time Off for Union Activities

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other official Union business; provided, however, that forty-eight (48) hours' written notice is given to the Employer by the Union specifying the length of time off.

10. Accept Union Article 28 – Voluntary Severance

ARTICLE 28 - Voluntary Severance - Economic Loss

In cases of voluntary severance from employment, an employee shall receive all monies due him only after all Company property has been returned and on request, shall be issued a statement in reference to his character and service. In cases of dismissals for just cause, the employee shall receive all monies due him only after all Company property has been returned. All wages shall be paid weekly.

11. Accept Union Article 45 – Compliance

ARTICLE 45 - Compliance with Safety and Traffic Laws

- 45.1 Licenses and Overloading. No employee shall be responsible for the purchase or display of City or State license tags, plates or safety stickers on Company owned vehicles. Overloading of trucks shall be the sole responsibility of the Employer. When an employee is issued a summons or arrested because of faulty equipment, failure to display tags, licenses or safety stickers on Company owned vehicles, overloading or overweight and is thereby required to appear in court on behalf of his Employer, the daily wage guarantee applies. The Company may deduct from the employee's pay any fines incurred by the employee and paid by the Company.
- 45.2 Employee Report. It shall be the responsibility of each employee driving equipment to promptly report any faulty equipment. The employee is responsible to immediately report any change in his driving status.

12. Accept Union Article 32 – Employer Interest

Article 32 – Employer Interest

The members of the Union agree to further the interest of the Employer at all times possible.

13. Accept Union Article 46 – Distribution System

ARTICLE 33 – Distribution System

The Employer shall use its best efforts to maintain its present method of distribution. However, the Employer may change to distributors in order to operate successfully. The Employer shall give the Union advance notice of such a change and if the Union disagrees, it may submit the issue to arbitration under the machinery set forth in **Article 21** - Grievance Procedure - by making a written request for arbitration within fifteen (15) days after notice is given. Pending the award of the arbitrator, the change in issue shall not be placed in effect.

14. Accept Union Article 21 - Workmen's Compensation & Social Security

ARTICLE 21 – Workmen's Compensation and Social Security

It is mutually agreed by and between the parties hereto that the statutory provisions of the Illinois Workmen's Compensation Act and the Illinois Workmen's Occupational Diseases Act shall be a part of this Agreement and where the Company comes under the jurisdiction of either or all of these Acts, it will promptly comply with all provisions of these said Acts. Further, it is agreed between the parties that the statutory provisions of the Federal Social Security Act and the Federal Old Age Pension Act shall promptly be complied with, and cover all employees covered by this Agreement. The Company agrees to carry its liability insurance with a financially responsible group.

15. Accept Union LOU – New Technology

LETTER OF UNDERSTANDING – NEW TECHNOLOGY

Added during 2012 Negotiations for Chicago Outside, expanded to Chicago Inside and Kankakee in 2016 Negotiations

In the event information which could lead to discipline or discharge is obtained through the use of GPS technology or “new” technology, the Company will conduct an investigation into the information to determine its validity, and make an appropriate decision at that point in time. Depending on the circumstances of an incident, the Company’s investigation may include such things as time and attendance records, interviews with employees, managers, and / or customers, review of company records, etc. In any event, the Company will not rely solely on the GPS record for discipline.

Company Counter Proposals

1. Company Counter Proposal to Union's Article 2:

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.

2. Company Counter Proposal to Union Article 18 – Bereavement Pay

ARTICLE 16 - Bereavement Pay

- 16.1 **Leave**. In the event of a death in the immediate family of an employee, the employee will receive three (3) days off with pay. The pay for each day shall be equal to eight (8) times the employee's regular straight-time hourly rate if scheduled to work a five (5), eight (8) hour day schedule, ten (10) times his regular straight-time hourly rate of pay if scheduled to work a four (4), ten (10) hour day schedule, and for Chicago Inside, twelve (12) times his regular straight-time hourly rate if scheduled to work a three (3), twelve (12) hour day schedule, for each regular workday on which he would have worked but for his absence. In the case of a commission employee, the pay for each day shall be \$75, in the case of a Transport Driver, the pay for each day shall be \$130.00 and in the case of all other employees, the pay for each day shall be equal to the employees' daily base rate for each regular workday on which he would have worked but for his absence.:
- 16.2 **Notice**. The employee shall give notice to the Employer of his absence for this purpose and the Employer may require proof of death and relationship. Immediate family as used in Sections 16.1 hereof means only the father, mother, brothers, sisters, spouse, current mother-in-law, current father-in-law and children, grandparents, brother-in-law, sister-in-law and step-children of the employee.
- 16.3 **Eligibility**. Only employees with sixty (60) calendar days' service with the Employer shall be entitled to this benefit.

3. Counter Proposal to Union Article 31

Article 31 - Physical Examinations

Each employee of the Employer shall submit to a physical examination as to health and physical ability at any time designated by the Employer, said examination to be made by a doctor selected by the Employer and the expense thereof to be borne by the Employer. If any employee should be found to be physically unfit to continue his employment, the Employer reserves the right to dispense with his services and the Employer shall notify the employee and the Union, in writing, by certified mail. In the event of a conflict between the Employer's decision and a determination of the employee's physician, the Union may, within fifteen (15) days after receiving written notice of the Employer's decision, elect that the employee be examined by a third doctor to be selected by the parties. The expenses of said examination by said third doctor shall be shared equally by the parties. The Employer may furnish the third doctor with a description of its physical standards and requirements for the job in question and a copy of such description shall be furnished to the Union. The determination of the third doctor as to whether or not the employee meets said physical standards and requirements for the job in question shall be final and binding.

The Employer has the right to implement a drug and alcohol abuse policy.

The employee shall not be allowed to be re-examined by a physician of his own choice where the examination is for the purpose of a drug test.

CDL physical examinations to be paid for by Employer.

The employer shall provide transportation on all shifts to transport employees to clinics, doctors' offices, or hospitals in case of serious injuries.

4. Counter Proposal to Union Article 34 – Severance Language

ARTICLE 34 - Severance Allowance

34.1 **Allowance**. In the event the Employer, in its sole discretion, permanently shuts down a plant or a portion thereof (such as dismantling and removing a production line without replacement, or going out of the vending service business), or sells or otherwise transfers its facilities to a successor employer, employees with one year or more of service who are permanently terminated as a direct result of such shutdown, sale or transfer, shall receive from the Employer (in the event of shutdown) or the successor employer (in the event of sale or transfer) a severance allowance in the amount set forth below for each year of continuous service, but not to exceed ten (10) years, unless the Employer or successor employer offers any such employee a job within the jurisdiction of Local Union No. ~~7240727~~, or the Employer or successor employer offers him a job at any location which he accepts:

Hourly Workers: Forty (40) hours times the employee's regular rate of pay.

Drivers: The weekly guarantee.

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- 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.

16. Company Accepts Union Article 26 – Equal Application of Agreement to apply to all employees

ARTICLE 26 - Equal Application of Agreement

- 26.1 The Employer and the Union agree that the provisions of this Agreement shall apply to all employees covered hereby without discrimination and in carrying out their respective obligations under this Agreement neither will discriminate against any employee on account of race, color, religion, age, sex, national origin or disability as defined under the Americans with Disabilities Act (ADA). Whenever in this agreement the masculine gender is used, it shall be deemed to refer equally to and to include the feminine gender.
- 26.2 **Supervisory/Managerial Personnel Working.** Supervisory and managerial personnel shall not perform work covered by the classifications of this Agreement that would replace an employee who is available and qualified to perform such work. Management personnel shall, however, perform any work required at any time in the event of:
- a. Emergency. Normal repair of the vending service equipment shall not be considered an "emergency."
 - b. Instruction or training.
 - c. Necessary experimental development and research work as needed.

In the event of the continuous operations of production lines, the Employer agrees to have sufficient number of Local No. 727 members assigned to cover lunch and break periods.

4-12-16
4:02pm

17. Company accepts Union Article 47 – Day's Work to apply to all Drivers

ARTICLE 47 - Day's Work

It is further understood and agreed that all employees shall devote their entire time and service to the selling, delivering and/or merchandising of the products of the Employer, as required by their job duties within their job classification, exclusively within the allotted contiguous territory, and shall give constant and regular service as designated by the Employer to all customers within the allotted contiguous territory. The Employer may have employees do promotional pricing, such as carton stuffers, bottle hangers and price signs on promotional displays, but they may not be required to sticker or stamp regular pricing on soft drink packages unless it is for a price reduction, sales promotion or at the request of the customer; except package identification. Employees shall be allowed to return to the plant when their routes and/or runs are completely and properly serviced, and shall immediately return to the plant after servicing their last account. Employees shall call in after servicing their last account if required to do so by the Employer. Employees shall be given a one-half (½) hour unpaid lunch period per day.

Upon returning to the plant or warehouse, all drivers shall be responsible only to:

- (1) Inventory his truck and turn in his inventory sheet to the Company representative.
- (2) Make out his load order for the next scheduled workday, if required.
- (3) Check in his day's receipts.
- (4) Responsible for removing and reworking their breakage.
- (5) Sort and remove empty shells and pallets as required by management.

He shall have no further responsibility as to the unloading of his truck, or the loading for the next scheduled workday.

5. Counter Proposal to Union 36 – Transitional Duty, apply Chicago language to all employees

ARTICLE 36 - Transitional Duty

The Union acknowledges that the Company utilizes a Transitional Duty Policy for the purpose of managing employee on the job injuries. The Company acknowledges the Union's right to grieve the reasonableness of the Company's application of this policy.

The Company agrees that while they may not be able to honor an employee's regular shift for Transitional duty, the Company will not change an employee's start time without five (5) working days' notice.

Additionally, should an employee on Transitional Duty be assigned to a bargaining unit position, the Company agrees that no such assignment will be made if qualified employees are on layoff. Further, the employee assigned to Transitional Duty shall be paid the appropriate rate based on the classification or their regular rate of pay whichever is higher.

Employees are encouraged to schedule related medical/therapy appointments outside of their scheduled Transitional Duty work hours. On those occasions where employees have medical/therapy appointments that commence two hours or less prior to the end of their Transitional Duty shift will not be required to return to work.

In cases where employees have medical/therapy appointments during their scheduled work hours, they will clock out and, if required to return to work for the remainder of their shift will be given the option of making up those hours missed provided the Company has work available.

6. Accept Union Article 23 – Uniforms

ARTICLE 23 - Uniforms

If the Employer desires employees to wear uniforms, same shall be paid for by the Employer. Said uniforms shall be the property of the Employer and upon the termination of the services of the employee shall be returned to the Employer. Employees shall maintain their uniforms in a clean, neat and presentable condition and pay for the cleaning of same. All necessary repairs shall be paid for by the Employer. The Employer will pay all permanent employees \$50 each year as an allowance for safety shoes. When such employee brings to the Employer his receipt for such new shoes, the Employer will grant said allowance.

Shorts will be permitted to be worn from April 1 through November 30 except for production employees prohibited by past practice.

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