

4-20-16
5:10pm

SUBCOMMITTEE RECOMMENDATIONS FROM 4/18/16

ARTICLE 6 - WEEKLY GUARANTEE

Used union version, pulled from Chicago Inside contract

- 6.1 **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 Chicago Inside employees scheduled to work three (3) twelve (12) hour days and thirty-six (36) hours per week for those Chicago Inside employees scheduled to work three (3) twelve (12) hour days or forty (40) hours per week for all other 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:
- 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; 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.
 - 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. **OPEN PROPOSAL:** In the event that one of the eight (8) 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

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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.

- 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 three (3) times for an employee during any three (3) month period.

6.2 OPEN PROPOSAL: Weekly Guarantee Kankakee Facility. In addition to the above, all employees shall be guaranteed a five (5) day workweek Monday through Friday inclusive, except where work is not available for the reasons listed in Section 6.1(a)-(h) above.

6.3 OPEN PROPOSAL: Hours Not Worked. Hours paid but not worked shall be considered as time worked in determining daily, weekly or any other forms of overtime. If an event occurs as defined in Article 6.1(a), the employee shall not suffer a loss of overtime pay if the employee would have otherwise qualified for overtime.

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ARTICLE 13 – Holidays

Used Company Version 13.7 – other sections open

13.7 **Eligibility.** To be eligible for holiday pay, all employees must:

- a. ~~For Chicago Outside, have continuous service with the Employer of sixty (60) calendar days.~~
- b.a. For Chicago Inside, have completed their probationary period seniority in accordance with Article 15, Seniority, as of the date of the holiday.
- c. ~~in Kankakee, in order to receive pay for an unworked holiday, an employee shall be required to work in the pay period before and the pay period after the holiday. For Kankakee Inside, must be regular hourly employees other than temporary employees.~~
- b. work his scheduled workday immediately before and his scheduled workday immediately after a holiday named in Section 13.1

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ARTICLE 14 - Birthday Leave

Used Company Version updated with Chicago Inside Language, pending economic proposals

- 14.1 ~~Chicago Outside and Kankakee Outside General.~~ Each commission employee may celebrate his birthday and receive \$75 when not working on said day, provided that he shall give the Employer five (5) working days' prior notice of his intention not to work. If he works on a scheduled workday which falls on his birthday, he shall receive birthday leave pay in addition to his regular earnings for said day.

~~Each eligible hourly paid employee may celebrate his birthday and receive the daily base wage rate when not working on said day, provided that he shall give the Employer five (5) working days' prior notice of his intention not to work. If he works on a scheduled workday which falls on his birthday, he shall receive birthday leave pay in addition to his regular earnings for said day.~~

~~Each eligible hourly Employees who have completed the probationary period shall receive eight (8) times their 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, twelve (12) times his regular straight-time hourly rate if scheduled to work a three (3), twelve (12) hour day schedule for Chicago Inside employees, inclusive of shift premiums but excluding any other premiums when they do not work on their birthday; provided, however, they give the Employer five (5) working days' notice of their intention not to work. Employees electing to work on their birthday shall receive birthday pay in addition to the regular earnings for said day.~~

Each eligible Transport Driver may celebrate his birthday and receive \$130.00 when not working on said day, provided that he shall give the Employer five (5) working days' prior notice of his intention not to work. If he works on a scheduled workday which falls on his birthday, he shall receive birthday leave pay in addition to his regular earnings for said day.

~~Chicago Employees Eligibility. Only employees who have completed their probationary period in accordance with [redacted] with sixty (60) calendar days' service with the Employer shall be entitled to this benefit.~~

- 14.2 **Birthday Leave as Time Worked for Overtime Computation.** If the birthday leave falls on an employee's off day, birthday pay only shall be paid as provided above even though an eligible employee may have already worked forty (40) hours in the week in which the birthday falls. If the birthday leave falls on an employee's regularly scheduled work day for which an employee receives pay for the birthday though not worked, the birthday shall be counted as time worked for the purpose of computing weekly overtime in the same work week.

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ARTICLE 15 - Jury Pay

Used company version

An employee with sixty (60) days of continuous service who is called to and reports for jury duty shall, upon the proof of time served and the compensation received therefore, be paid by the Employer, his base pay plus commissions where applicable for the number of regular workdays that he otherwise would have been scheduled to work. Hourly employees will receive eight (8) times their regular straight-time hourly rate if scheduled to work a five (5), eight (8) hour day schedule; ten (10) times their regular straight-time hourly rate 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. Transport Drivers will receive the difference between jury pay and \$130. The Employer's obligation to pay for jury duty shall be limited to a maximum of fifteen (15) working days. The employee shall give reasonable advance notice to the Employer of his intended absence.

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ARTICLE 17 - Medical Leaves

Used company version

~~Chicago Employees.~~ A leave of absence of up to a maximum of eighteen (18) months will be granted to an employee who has an occupational or non-occupational injury, with the exception of cases arising under Article 20 and Article 32, section 32.3. The employee must promptly present valid medical evidence of his/her condition which supports the need for such leave. The Employer may periodically request the employee to provide medical verification of his/her status. When an employee has obtained leave for sickness or injury and desires to return to work, he/she shall furnish the Employer a certificate from his/her physician certifying that he/she is physically able to perform the duties of his/her job.

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ARTICLE 24 - Cash Sales and Charge Accounts

Used Company version

- 24.1 ~~Chicago Outside~~ **Bad Checks.** In the case of bad checks chargeable to the employee, the Employer agrees to wait until the employee collects on the bad checks, leaves the employ of the Employer, or thirty (30) days, whichever is earlier, before charging the amount of the check against the employee. No redeposits are to be made on bad checks. The employee is required to overpay on his check out or days' settlement the amount of such checks the same day he collects thereon. The Employer will continue to assist the employee in collecting on bad checks.
- 24.2 ~~Chicago Outside~~ **Authorized Checks.** Where the employee is authorized by the Employer to accept a check or checks in lieu of cash for merchandise delivered and sold, said employee shall not be held for the validity, bankability or genuineness of check or checks or for the signatures or endorsements thereon; provided, however, that he shall be responsible for any amount of money over and above the amount of invoice for the merchandise sold. The Employer will determine if any account is an authorized check account within three (3) weeks after a request for authorization is made in writing on forms to be furnished by the Employer. The Employer will mark its approval for account payment by check on the account sheet in the route book. The Employer will review its authorized check accounts not less than once per calendar quarter.
- 24.3 ~~Chicago Outside~~ **Temporary Charges.** When the Employer authorizes temporary charges, he shall be responsible for same.
- 24.4 ~~Chicago Outside and Kankakee Outside~~ **Shortages/Overages.** All money shortages and overages and merchandise shortages shall be deducted and/or returned to the employee on no longer than a weekly basis with no carryover.
- 24.5 ~~Chicago Outside~~ **Counterfeit Currency.** Outside Driver Employees or Driver Trainees who operate routes shall be held accountable for all counterfeit money or currency accepted and turned in by them. Such accountability shall end when a driver's receipts are verified by the Company cashier.
- ~~24.5~~ 24.6 ~~Kankakee Outside.~~ Whenever there is a charge account sanctioned by the Company, drivers shall not be held responsible for same.

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Letter of Understanding – Healthcare

Discussed during Negotiations in 2013 for Kankakee Employees

Employees will remain in current Non-standard Flex Benefits program and language in the current agreement (2007–2012) will remain the same go forward with a 12% cap on increases in employee contributions. The Union can request to move to the standard Flex Benefits Plan on April 1st, 2014, if the request is made to the Company no later than October 1st, 2013. Each year thereafter, the Union can request to switch to the Standard Flex Benefits plan if the request is made to the Company no later than July 1st, to be effective January 1st of the following year. The Company agrees to allow all employees to participate in the Standard Flex Benefits program at the applicable rates and employee contribution level in effect at the time they enter the plan. Any year over year increases and/or Plan changes will be applied thereafter consistent with the PBC national plan. If the union chooses to enter into the PBC Standard Flex Benefits program, all provisions relating to the non-standard Flex Benefits plan would be null and void.

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Company 9.5 – Direct Deliveries needs further discussion

Company to accept Union Proposal 5.8 Hours of Work, counter proposals will be provided on the rest of the article

- 5.8 **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 or work a longer scheduled shift (" extended shift") (e.g., 10 or 12 hour shifts) shall be allowed a ten (10) minute paid rest period during the first two (2) scheduled hours of overtime work or extended shift work, as close to the middle of that overtime/extended shift 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 or extended shift work, as close to the middle of that second two (2) hour overtime/extended shift period.

1-20-14

Company Counter Proposal to Union Article 42 – Pay Day

ARTICLE 42 - Payday

- 23.1 **Weekly Payday.** Payday shall be weekly. No employee shall be required to use his/her personal telephone for work-related business. ~~The employer will refund monthly to the Driver-Salesmen the amounts necessarily spent by them for telephone calls in connection with the Employer's business.~~
- 23.2 For all regular full-time employees hired on or after April 28, 2002 the Company has the right to directly deposit the employee's compensation in a financial institution of the employee's choice. If the employee does not designate a financial institution within two (2) weeks of starting work, the Company has the right to designate one for the employee.