

#6815

Retail Meat Cutters

Service Delicatessen

Supplement

1980-1982



**MEAT CUTTERS LOCAL 320,
United Food and Commercial
Workers International Union,
AFL-CIO & CLC**

**FRED CLAVIO
Secretary-Treasurer**

**1980-1982
RETAIL MEAT CUTTERS
SERVICE DELICATESSEN
SUPPLEMENT**

**UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
MEAT CUTTERS LOCAL 320
AFL-CIO & CLC**

September 21, 1980 thru July 24, 1982

SUPPLEMENT AGREEMENT covering
service delicatessen operations assigned
to the meat department entered into be-
tween _____

hereinafter referred to as the "Employer"
and MEAT CUTTERS LOCAL 320
UNITED FOOD & COMMERCIAL WORK-
ERS INTERNATIONAL UNION, AFL-CIO
& CLC, hereinafter referred to as the
"Union."

ARTICLE I

GENERAL—RECOGNITION

Unless otherwise specified herein the general conditions and obligations of the parties hereto set forth in the Master Contract covering market operations shall be applicable and are hereby incorporated by reference. This supplement shall cover service delicatessen employees assigned to the meat department. The Employer shall determine which system of merchandising, service or self-service, or both, shall be utilized in delicatessen operations assigned to the meat department. The Employer recognizes the Union as the sole collective bargaining agent for all service delicatessen employees in delicatessen operations assigned to the meat department.

SECTION 1.1—*Delicatessen Duties*

The Employer may employ regular full-time and part-time service delicatessen employees. Their duties shall include all activities assigned to the service delicatessen department provided service delicatessen employees shall not perform any activities connected with the fabricating or processing of fresh meats and poultry. Service delicatessen departments may include all usual delicatessen operations including service luncheon meat and sausage operations, and service delicatessen employees may perform any

and all functions required through final sale on all products assigned to the service delicatessen department. Service delicatessen employees who are members of the Meat Cutters Union may also handle all self-service delicatessen products under the jurisdiction of the Meat Cutters Union as more fully set out in Section 2.2 of the Master Agreement, except the items in Section 2.2 [2] "Frozen fresh poultry, fresh or iced poultry, cut-up or whole, processed on or off the premises;" Section 2.2 [3] "Frozen Packaged Fish;" and Section 2.2 [4] "Smoked butts, smoked ribs, smoked hocks and salt pork," which products may not be handled or sold by delicatessen employees.

ARTICLE II

WORKING HOURS AND OTHER CONDITIONS

SECTION 2.1—*Basic Workday and Workweek*

The basic workday for full-time employees shall consist of eight [8] hours to be scheduled within nine [9] hours during delicatessen operations. The basic workweek for full-time employees shall be five [5] basic workdays within a seven [7] day workweek. It is expressly understood that Article 5 of the Master Contract does not apply.

SECTION 2.2—*Meals and Rest Periods*

1] *Rest Periods:*

Each part-time employee shall be

given one [1] uninterrupted rest period each three and one-half [3½] hours scheduled, with a maximum of two [2] per workday. Rest periods shall be taken as near as practicable to the middle of each half-day. This provision to be administered so as to assure each employee a rest period in the break room provided by the Employer.

2] *Meal Periods:*

No part-time employee shall be required to work more than five [5] continuous hours without an unpaid lunch or dinner period, which shall be not less than one-half [½] hour nor more than one [1] hour, uninterrupted, as agreed with the employee. Lunch, dinner and rest periods shall be taken as scheduled by the Store Manager, who shall schedule the meal period as near as practicable to the middle of the workday.

SECTION 2.3—*Christmas Eve*

No employee will be required to work past 6:00 P.M. on Christmas Eve.

SECTION 2.4—*Overtime and Other Premiums*

Time and one-half [1½] the employee's straight-time hourly rate shall be paid for all hours worked:

- [a] After eight [8] hours per day;
- [b] After forty [40] hours per week if covered by Federal legislation;
- [c] On Sundays and holidays; and
- [d] After thirty-two [32] hours in a holiday workweek for recognized national holidays under the Master Contract.

Holiday pay shall be in addition to paid holiday entitlement.

SECTION 2.5—*Pyramiding of Overtime and Premium Hours Prohibited*

Overtime and premium hours shall not be paid twice for the same hours worked. Thus, in calculating the overtime due on a weekly basis, any hours for which overtime or premium pay is payable on a daily, Sunday, holiday or other basis shall be excluded in determining the overtime, due, if any, on a weekly basis.

SECTION 2.6—*Delicatessen Operating Hours*

The Employer shall determine the hours and days the delicatessen department shall operate.

SECTION 2.7—*Part-time Scheduled Hours*

Part-time employees shall not be

scheduled for less than four [4] hours work per day unless otherwise mutually agreed upon between the Union and the Employer. Part-time employees shall be scheduled a minimum of sixteen [16] hours per week in the store in which they work. However, this shall not apply to an employee called in for replacement of another employee, or to an employee whose available hours are beyond the Employer's control or to an employee called in to work when fewer than sixteen [16] available hours remain in the week, unless otherwise agreed upon between the Union and the Employer.

If two [2] or more part-time employees of equal ability within a store are scheduled for hours, and one is scheduled more hours than the other, the senior employee shall be given the choice of the greater number of hours if such employee is available and qualified to work such hours. It is expressly understood that Article 5 of the Master Contract does not apply.

SECTION 2.8—*Full-time Employment*

It is the intent of the parties that two [2] employees shall not be employed on a part-time basis when it is practicable to employ one employee on a full-time basis. Therefore, if two part-time employees in the same job classification are regularly working a combined total of

forty [40] hours, or more, on a split week basis, then the Employer shall employ one person on a full-time basis.

Each delicatessen department shall employ a delicatessen department head who will be scheduled to work on a full time basis.

SECTION 2.9—*Part-Time Preference*

In the event of full-time openings in the delicatessen department, preference shall be given to qualified part-time employees for such full-time openings. Part-time employees selected for full-time employment without interrupted service shall receive credit for their part-time service in establishing their pay rate and service credit towards vacations by dividing their hours worked as a part-time employee by forty [40] to determine the number of weeks' credit as a full-time employee.

SECTION 2.10—*Previous Comparable Experience*

The Employer will recognize previous comparable delicatessen experience for full-time and part-time employees in the retail food industry.

SECTION 2.11—*General*

Part-time employees may be hired to work in service delicatessen operations

only. Full-time and part-time service delicatessen employees shall not perform work normally performed in the market operation, and their duties shall be confined to those set out in this service delicatessen supplement. Personnel hired as wrappers in the markets shall not be assigned to perform work in the service delicatessen department.

SECTION 2.12—*Union Dues Checkoff*

The Employer agrees to deduct the uniform dues and initiation fees from the paycheck of those covered part-time employees whose individual written unrevoked authorizations are on file with the Employer, and to transmit the amounts so deducted to the Union. Said deduction authorizations shall be in such form as to conform with Section 302 [c] of the Labor Management Relations Act of 1947.

ARTICLE III

VACATIONS—HOLIDAYS— COMPENSABLE ABSENCES

SECTION 3.1—*Full-time Employees Vacations*

Full-time service delicatessen employees shall be entitled to vacations, holidays and other compensable absences as per the Master Contract.

SECTION 3.2—*Part-time Employees
Vacations*

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Part-time employees shall be entitled to a pro rata vacation upon completion of each anniversary year of employment in the amount of 1/52nd of their anniversary year's earnings for each week of vacation entitlement.

SECTION 3.3—*Holidays*

- [a] *Qualifications.* To qualify for holiday pay, all employees must work both the regularly scheduled workdays before and after the holiday, except that this requirement shall be deemed to be met if the employee's failure to work said workdays is due to his personal illness, injury or other excused cause provided that he works at least one day in the workweek in which the holidays falls.
- [b] *Holiday Pay.* Part-time employees who qualify shall receive holiday pay equal to the product of five percent [5%] of the number of straight-time hours worked during the four week accounting period preceding the period in which the holiday falls [including paid vacation hours] times his straight-time hourly rate in effect in the week in which the holiday falls, it being understood that in no event will

such employee receive less than four [4] straight-time hours of pay.

- [c] *Holidays Recognized.* All nationally recognized holidays in the Master Agreement, in addition to the employee's birthday and Sick Days.

SECTION 3.4—*Funeral Leave— Part-time*

Part-time employee will be eligible for one [1] day off for necessary absence to attend the funeral of a member of the immediate family, as defined in the Master Agreement, provided they are scheduled for work on that day.

ARTICLE IV SENIORITY

The seniority provisions of the Master Contract shall apply within the following job classifications:

- [a] Full-time service delicatessen employees;
- [b] Part-time service delicatessen employees.

ARTICLE V WAGES

SECTION 5.1—*Wages*

The minimum rates of pay as set out in

Appendix A shall be paid during the term of this Agreement.

All full-time Deli Employees will be entitled to cost of living increases as defined in Article III, Section 3.4 of the Master Agreement.

SECTION 5.2—*No Reduction—
Market Employees*

Regular market employees engaged in delicatessen department work shall receive their regular rates of pay as set out in the Master Agreement for all work performed. Present market personnel will not be reclassified or laid off due to hiring of delicatessen employees.

Except as expressly modified in this Service Delicatessen Supplement, all the provisions of the Master Contract shall be applicable to delicatessen employees.

SECTION 5.3—*Department Head—
Relief*

[a] *Department Head.*

It was agreed that where a member of the bargaining unit is assigned the responsibility of Delicatessen Department Head, he shall receive seven dollars [\$7.00] per week over his regular assigned rate.

[b] *Relief of Department Head.*

Whenever an employee is assigned to and performs the full respon-

sibilities of an appointed delicatessen department head for a full calendar week or more, he shall be paid seven dollars [\$7.00] per week over his regular rate of pay.

ARTICLE VI

ABSENCES DUE TO INJURIES

It is mutually agreed that for the term of this Agreement, Article VI of the Agreement applies to part-time employees to the extent that they were scheduled to work. Hence, part-time employees shall be entitled to pay for each scheduled day lost because of such injuries, but not in excess of four [4] scheduled day's pay, including pay for the day of the injury, in the first seven [7] calendar days following the accident.

ARTICLE VII

HEALTH AND WELFARE

Part-time employees shall participate in the Retail Meat Cutter Unions and Employers Joint Health and Welfare Fund for the Chicago Area and shall be provided with a plan of benefits by the fund.

The Employer agrees to contribute, in accordance with the payment dates and eligibility provisions of the Master Agreement, twenty dollars [\$20.00] per month for each eligible part-time deli employee.

APPENDIX A — WAGE RATES

WAGE RATES EFFECTIVE SEPTEMBER 23, 1979

FULL TIME DELI:

	Min. Weekly Wage for Basic Workweek	Extra Day Rates		Hourly Rates	
		Full Day	Half Day	Straight Time	Overtime
0-12 Months	\$283.80	\$ 85.14	\$42.57	\$7.095	\$10.6425
[13] 12-24 Months	319.80	95.94	47.97	7.995	11.9925
Over 24 Months	345.80	103.74	51.87	8.645	12.9675

EFFECTIVE COLA INCREASES

FULL TIME DELI:

	9/21/80	3/22/81	9/20/81	3/21/82
0-12 Months	50% Cola	5.00 + 50% Cola	50% Cola	5.00 + 50% Cola
12-24 Months	50% Cola	5.00 + 50% Cola	50% Cola	5.00 + 50% Cola
Over 24 Months	50% Cola	5.00 + 50% Cola	50% Cola	5.00 + 50% Cola

CHAIN PART-TIME DELICATESSEN RATES

EFFECTIVE SEPTEMBER 21, 1980 THRU JULY 24, 1982

	9/21/80	3/22/81	9/20/81	3/21/82
0- 6 Months	\$5.00	\$5.35	\$5.35	\$5.40
6-12 Months	5.40	5.60	5.85	6.10
12-18 Months	6.20	6.50	6.70	7.10
18-24 Months	6.40	6.70	7.00	7.30
24-30 Months	6.50	6.85	7.25	7.50
30-36 Months	6.50	7.00	7.50	7.75
Over 36 Months	6.50	7.00	7.50	8.00

[14]

INDEPENDENT PART-TIME DELICATESSEN RATES

	Effective 9/21/80	Effective 3/22/81	Effective 9/20/81	Effective 3/21/82
0 - 6 months	\$5.00	\$5.35	\$5.35	\$5.40
6 - 12 months	5.40	5.60	5.85	6.10
12 - 18 months	5.80	6.20	6.30	6.70
18 - 24 months	6.20	6.50	6.70	7.10
24 - 36 months	6.50	6.75	7.00	7.50
Over 36 months	6.70	7.10	7.50	8.00

Article II, Section 2.2 of the Delicatessen Supplement provides the following:

Time and one-half (1½) the employee's straight-time hourly rate shall be paid for all hours worked:

- a. After 8 hours per day;
- b. After 40 hours per week if covered by Federal legislation;
- c. On Sundays and Holidays; and
- d. After thirty-two (32) hours in a holiday workweek for recognized national holidays under the Master Contract.

Holiday pay shall be in addition to paid holiday entitlement.

Hourly rates may be rounded off to the nearest quarter-cent, half-cent, or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

PART TIME DELICATESSEN—Continued

Article II, Section 2.4 of the Delicatessen Supplement provides the following:

Time and one-half [1½] the employee's straight-time hourly rates shall be paid for all hours worked:

- a. After 8 Hours per day;
- b. After 40 Hours per week if covered by Federal legislation;
- c. On Sundays and Holidays; and
- d. After thirty-two [32] hours in a holiday workweek for recognized national holidays under the Master Contract.

Holiday pay shall be in addition to paid holiday entitlement.

Hourly rates may be rounded off to the nearest quarter-cent, half-cent or or whole cent, depending on the Employer's payroll practice.

Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

Executed at _____

This _____ day of _____ 1980.

UNION

Local 320, United Food &
Commercial Workers International
Union, AFL-CIO CLC

By _____

By _____

15045 So. State Street, So. Holland, Ill.

EMPLOYER

Name of Employer

By _____

By _____

Address



Office Address

**15045 S. State Street
South Holland, Ill.
60473**

Tel. 312 - 596-4700