

*Retail Meat Cutters
Service Delicatessen
Supplement*
1985-1988

Ref w/6740

between
JEWEL TEA COMPANY
AND



LOCAL 546

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

FRED CLAVIO, JR.
President

JOHN E. BOYD
Sec.-Treas.

1985-1988

**RETAIL MEAT CUTTERS
SERVICE DELICATESSEN
SUPPLEMENT**

**UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION
MEAT CUTTERS LOCAL 546
AFL-CIO & CLC**

Term: July 21, 1985 thru July 30, 1988

Supplemental Agreement covering service delicatessen operations entered into between Jewel Tea Company hereinafter referred to as the "Employer" and Local 546 of the United Food and Commercial Workers, 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 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 the 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 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

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 workday's 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 holiday 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.

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 or she shall receive seven dollars [\$7.00] per week over his or her regular assigned rate. It was further agreed that a member of the bargaining unit shall be assigned the responsibility of Delicatessen Department Head in any combined market/delicatessen operation that has a volume in excess of twenty thousand dollars (\$20,000) per week.

[b] *Relief of Department Head.*

Whenever a full-time employee is assigned to and performs the full

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

Whenever a part-time employee is assigned to and performs the full responsibilities of an appointed delicatessen department head for a full calendar week or more, he or she shall be paid the entry level full-time Delicatessen rate and also be paid an additional seven dollars [\$7.00] per week.

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.

Executed at _____

This _____ day of _____ 19 _____

UNION

Local 546, United Food &
Commercial Workers International
Union, AFL-CIO CLC

By _____

By _____

EMPLOYER

Name of Employer

By _____

By _____

Address

APPENDIX A - DELICATESSEN WAGE RATES

PRESENT EMPLOYEES

(In Service on or before 10/5/85)

CLASSIFICATION

14

DELICATESSEN DEPARTMENT EMPLOYEES	EFFECTIVE 7/21/85		EFFECTIVE 10/5/86		EFFECTIVE 10/4/87	
	Week	Hour	Week	Hour	Week	Hour
FULL-TIME:						
0-12 Months	\$402.20	\$10.055	\$410.20	\$10.255	\$418.20	\$10.455
12-24 Months	438.20	10.955	446.20	11.155	454.20	11.355
Over 24 Months	464.20	11.605	472.20	11.805	480.20	12.005

DELICATESSEN DEPARTMENT

EMPLOYEES

PART-TIME:

	EFFECTIVE 7/21/85	EFFECTIVE 10/5/86	EFFECTIVE 10-4-87
0- 6 Months	\$5.90	\$6.10	\$6.30
6-12 Months	6.60	6.80	7.00
12-18 Months	7.60	7.80	8.00
18-24 Months	7.80	8.00	8.20
24-30 Months	8.00	8.20	8.40
30-36 Months	8.25	8.45	8.65
Over 36 Months	8.50	8.70	8.90

NEW HIRE STRUCTURE
(Hired On or After 10/6/85)

All delicatessen employees, both full-time and part-time, will be paid as follows:

Length of Service	Hourly Wage
0-12 Months	\$6.00
12-24 Months	6.50
24-36 Months	7.00
36-48 Months	7.50
*48-60 Months	*8.00
60-72 Months	8.50
Over 72 Months	9.00

*Part-time employees will not progress beyond this rate.

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Des Plaines, Illinois 60018

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Suburban Phone
(312) 635-7100

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