

*Pub W 6740*

*Retail Meat Cutters*

*Service Delicatessen*

*Supplement*

*1985-1988*

*between*

**DOMINICK'S FINER FOODS, INC.**

*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 through July 30, 1988**

Supplemental Agreement covering service delicatessen operations entered into between Dominick's Finer Foods, Inc., 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. The Employer shall determine which system of merchandising, service or self-service, or both, shall be utilized in delicatessen operations. The employer recognizes the Union as the sole collective bargaining agent for all service delicatessen employees in its delicatessen operation.

#### *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 fabrication or processing of fresh meats and poultry. Service delicatessen department may include all usual service delicatessen operations including service luncheon meat, sausage operations, and service delicatessen employees may perform any and all functions required through final sale on all prod-

ucts assigned to the 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 our 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*

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 fifteen (15) minute 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 fifteen (15) minutes 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 ( $\frac{1}{2}$ ) 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 full-time employee shall be required to work past 6:00 p.m. on Christmas Eve.

*Section 2.4 – Overtime and Other Premiums*

Time and one-half ( $1\frac{1}{2}$ ) 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 – Delicatessen Operating Hours*

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

#### *Section 2.6 – 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) and a maximum of thirty (30) 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 2.7 – 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 2.8 – Prior Dominick's Finer Foods Experience*

A. Proven comparable experience with Dominick's Finer Foods not terminating more than two (2) years prior to date of application and shown on application for employment shall be the basis for determination of a new employee's rate of pay. Such experience prior to two (2) years before date of application and ending within the two (2) year period must be continuous to be counted,

U.F.C.W.I.U. Union Card showing experience will be recognized as initial proof of experience.

B. Claims for rate adjustment based on previous "service in the industry" must be filed in writing within ninety (90) days from date of employment, otherwise the employee forfeits any claim under this provision, except where such experience is shown on the initial "application for employment" in which event said ninety (90) days should not apply.

C. *Service the Industry Formula:* In the application of service in the industry, rehired or new employees shall receive experience credit on the following basis: Employees hired shall receive full credit for each month of service up to a maximum of twenty-four (24) months.

#### *Section 2.9—General*

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 2.10—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 Vacation – Holiday – Compensable Absences**

#### *Section 3.1 – Full-time Employees*

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

#### *Section 3.2 – Part-time Employees*

- (a) Part-time delicatessen employees shall be entitled to pro rata vacations, holidays, employees birthday and sick days as per the master agreement.
- (b) Such sick days shall be compensated based upon the hours they would normally be scheduled to work on that day – the preceding four (4) weeks schedule will be used to determine sick pay due.
- (c) The terms “year of employment” means the period beginning on the date of most recent employment (or, after the first year, on the anniversary date of such employment) and ending on the day prior to said date twelve months later.

- (d) Part-time employees shall be entitled to pro rata holiday pay, employees birthday and sick day pay based upon the hours they would normally be scheduled to work on that day. The preceding four (4) weeks schedule will be used to determine holiday pay due. In no event will such employee receive less than four (4) straight time hours of pay.
- (e) Part-time employees shall be entitled to one (1) day of funeral leave to attend the funeral of a member of the immediate family as defined in the master agreement provided the employee was previously scheduled to work that day.

#### **ARTICLE IV**

##### **Health and Welfare**

Part-time employees shall participate in the Health and Welfare Fund and shall be provided with a coverage by the said Fund.

Dominick's agrees to contribute, in accordance with the payment dates and eligibility provisions of the master agreement, sixty-seven dollars and forty-eight cents (\$67.48) per month for each eligible part-time deli employee.

#### **ARTICLE V**

##### **Seniority**

The seniority provisions of the master contract shall apply within the following job classifications:

- a. Full-time delicatessen employees and
- b. Part-time delicatessen employees.

**ARTICLE VI**  
**Wages**

*Section 6.1 - Wages*

The minimum rate of pay as set out below shall be paid during the term of this Agreement.

**PRESENT EMPLOYEES**  
**In Service on or before 10/5/85**

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**CLASSIFICATION**

**DELICATESSEN  
DEPARTMENT  
EMPLOYEES**

	<b>EFFECTIVE 7/21/85</b>		<b>EFFECTIVE 10/5/86</b>		<b>EFFECTIVE 10/4/87</b>	
<b>FULL-TIME:</b>	<b>Week</b>	<b>Hour</b>	<b>Week</b>	<b>Hour</b>	<b>Week</b>	<b>Hour</b>
0-12 Months .....	\$416.00	\$10.40	\$424.00	\$10.60	\$432.00	\$10.80
12-24 Months .....	452.00	11.30	460.00	11.50	468.00	11.70
Over 24 Months .....	487.00	12.175	495.00	12.375	503.00	12.575

**DELICATESSEN DEPARTMENT**

**EMPLOYEES**

**PART-TIME:**

	<b>EFFECTIVE 7/21/85</b>	<b>EFFECTIVE 10/5/86</b>	<b>EFFECTIVE 10-4-87</b>
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:

<b>Length of Service</b>	<b>Hourly Wage</b>
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.

*Section 6.2—No Reduction  
—Market Employees*

Regular market employees engaged in service 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 the 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.

Executed at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

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

By \_\_\_\_\_

**Dominick's Finer Foods, Inc.**

By \_\_\_\_\_

**U.F.C.W. LOCAL 546**  
2980 River Road  
Des Plaines, Illinois 60018

Chicago Phone  
(312) 694-5460

Suburban Phone  
(312) 635-7100

South Suburban Office  
15045 South State Street  
South Holland, Illinois 60473  
(312) 596-4700



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