9-12-1978

Fernandes Super Markets, Incorporated and the Southeast Food Handlers Local Union, Local 4, AFL-CIO Memorandum (1978)

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Fernandes Super Markets, Incorporated and the Southeast Food Handlers Local Union, Local 4, AFL-CIO Memorandum (1978)

Location
West Bridgewater, MA

Effective Date
9-12-1978

Expiration Date
October 1980

Number of Workers
800

Employer
Fernandes Super Markets, Inc.

Union
Southeast Food Handlers Local Union

Union Local
4

NAICS
44

Sector
P

Item ID
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Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments
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ARTICLE EIGHT - Unchanged except for the following paragraphs:

§83. Last sentence amended to read:

"A full time employee who accepts part time employment as provided in this Article shall be eligible to receive his full time Blue Cross/Blue Shield benefits for not more than sixty (60) days after the beginning of part time employment."

§85. In matters concerning the layoff and recall of part time employees, seniority as defined in Paragraph §80 shall be determined and applied for each separate department or classification, whichever is broader, within each separate store.

§87(h). Amended to read: "If he is not recalled to work within twelve (12) months from the date he is laid off due to lack of work."

§89. Present Paragraph deleted and the following substituted:

(a) The Company shall have the right to lay off full time employees in the event of destruction or elimination of the warehouse, a labor dispute, or a power or utility failure affecting the normal and usual operation of the Company.

(b) The Company shall have the right to lay off full time employees when the Company closes a store or department in a store or when the Company finds that conditions warrant the elimination of a full time position or positions, provided however, that any such layoff must be made in accordance with the following procedures:

(1) Before a junior full time employee is laid off, he will be offered any full time work which is available as scheduled within his department or classification, whichever is broader. As used herein, full time work will mean work available as the result of the elimination of any back to back part time hours which total eight on a given day or any shift or shifts which total eight consecutive hours for which a part time employee has been scheduled and which can in the aggregate establish a full time work week as described in Article X, Paragraph 100, provided that the employee can perform the job to which he becomes assigned by virtue of the operation of this sub-section, and

(2) If after applying sub-section (1), above, there are not sufficient part time hours available as scheduled to maintain a regular full time schedule of 40 hours, then the employee shall be offered the maximum number of available part time hours as scheduled within his classification or department, whichever is broader, and within the store, up to a maximum of 38 hours, provided that the employee can perform the job to which he becomes assigned by virtue of the operation of this sub-section.

(c) An employee scheduled or re-scheduled in accordance with the provisions of this Paragraph §89 shall be paid at the wage rate applicable to the job being performed.

(d) Part time employees whose schedule is in excess of thirty (30) hours as protected by Paragraph 103A shall have priority for scheduled part time hours ahead of a full time employee who is reduced to part-time status in accordance with Paragraph 89(b)(2).

ARTICLE NINE - Remains Unchanged.

ARTICLE TEN - Remains unchanged except for the following:

§100. Updated to reflect present titles and full time work hours as follows:

<table>
<thead>
<tr>
<th>Professional Title</th>
<th>Normal Schedule Work Week</th>
<th>Evenings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grocery Dept. Manager</td>
<td>43 Hours</td>
<td>2</td>
</tr>
<tr>
<td>Head Cashier</td>
<td>43</td>
<td>2</td>
</tr>
<tr>
<td>Meat Dept. Manager</td>
<td>41</td>
<td>1</td>
</tr>
<tr>
<td>Produce Dept. Manager</td>
<td>41</td>
<td>1</td>
</tr>
<tr>
<td>Dairy Dept. Manager</td>
<td>40</td>
<td>1</td>
</tr>
<tr>
<td>Bakery Dept. Manager</td>
<td>40</td>
<td>1</td>
</tr>
<tr>
<td>Snack Bar Dept. Manager</td>
<td>40</td>
<td>1</td>
</tr>
<tr>
<td>Asst. Snack Bar Manager</td>
<td>40</td>
<td>More Than 1</td>
</tr>
</tbody>
</table>

On Pages 24 and 25, all language following sub-section (f) up to Paragraph 101 on Page 25 is deleted and the following is substituted:
The normal work week as provided above shall continue in effect except as provided in Paragraph 102.

When the regular scheduled work week of a full time employee is forty (40) working hours, he shall be paid one and one half (1½) times his applicable straight time wage rate for all work performed by the employee in excess of eight (8) working hours, exclusive of meal periods, in any one day.

Except as otherwise specifically provided in Paragraph 89, nothing in this Paragraph shall limit or restrict the right of the Employer to reduce the work force. Except on account of illness or injury or for justifiable reason and upon request in advance to his supervisor, an employee shall perform reasonable overtime work as directed, provided however, that a period limited to two (2) hours of overtime for full time employees on the second shift in the warehouse shall be deemed to be reasonable. Employees will not be required to perform unreasonable overtime work.

§103A. Change "...on the effective date of this agreement..." to "July 12, 1976".

§104. Line 2, after "...classification...", insert "...or department, whichever is broader...".

Line 6, after "...classification...", insert "...or department, whichever is broader..."

Line 10, after "...classification...", insert "...or department, whichever is broader..."

Line 15, delete "...between twenty seven (27) and twenty nine (29) hours..." and insert "...up to thirty (30) hours..."

Line 23, insert "...or..." between "department" and "classification"

§107. Sub-section (c): delete "...Washington's Birthday, Patriots' Day" and "...Veterans' Day..."; put a period after "...employee's birthday." and delete from "...provided however..." through... Rhode Island."

ARTICLE ELEVEN - Remains unchanged except as follows:

Effective November 6, 1978 the wage rates for all full time employees shall be seventeen and one half cents per hour ($0.17½) less than the wages set forth in the wage schedule effective January 2, 1978.

Effective November 6, 1978 the wage rates for all part time employees shall be the wages set forth in the wage schedule effective July 11, 1977.

Effective December 16, 1979 the wage rates for all employees shall be the wage rates as set forth in the wage schedules effective July 10, 1978.

Effective January 1, 1980 the wage rates for all full time employees shall be as set forth in the wage schedule set forth in the contract to be effective January 1, 1979.

ARTICLE TWELVE - Unchanged except as follows:

§120: The holiday schedule is amended to read as follows:

| New Year's Day | Labor Day | Christmas Day |
| Memorial Day   | Columbus Day | Employee's Birthday |
| Independence Day | Thanksgiving Day | Personal Holiday |
|                |              | (Effective 1/1/80) |

§123A. Line 2: Change "January 1, 1979" to "January 1, 1980".

ARTICLE THIRTEEN

§130. Add at the end of Paragraph 130:

"All employees entitled to three (3), four (4) or five (5) weeks vacation with pay shall receive one (1) less week of vacation than set forth in the contract during the calendar year 1979 only. Effective January 1, 1980, all employees shall receive full vacation as set forth in the contract."

ARTICLE FOURTEEN - Remains unchanged except as follows:

§140. First Par: Line 5: Delete "...until March 1, 1977..." and insert "...during the term of this Agreement..."

Subparagraph (a), Line 2: Delete "...until March 1, 1977..." and insert "...for the duration of this Agreement..."
Subparagraph (b), Line 2: Delete "...until March 1, 1977..." and insert "...for the duration of this Agreement..."
Line 8: Change "eighth day" to "fourth day"
Line 10: Change "100.00" to "125.00"
Subparagraph (c), Line 2: Delete "...March 1, 1977..." and insert "...for the duration of this Agreement..."
Subparagraph (d), Delete

§141. Delete and substitute the following:

(a) Each part time employee who, on September 11, 1978, was receiving full time health insurance coverage and who is still self supporting or the head of a household and who is not the beneficiary of an insurance policy or plan which provides medical and hospital insurance coverage and who works in the employ of the Employer for twenty-five (25) hours or more in each calendar week shall receive the insurance coverage provided by Paragraph 140, subsections (a) and (b).

(b) The Employer shall purchase and pay the premium during the term of this Agreement for Group Life Insurance and Accident and dismemberment insurance for each part time employee who has completed one (1) full year of continuous work in the employ of the Employer.

§144. Delete

§145. Delete

ARTICLE FIFTEEN - Remains unchanged except as follows:

§151 - Delete

ARTICLE SIXTEEN - Remains Unchanged

ARTICLE SEVENTEEN - Remains unchanged except as follows:

§170. Subparagraphs (a) and (b) are deleted and the following substituted:
(a) For the period from September 12, 1978 through December 31, 1978, a sick pay allowance of one (1) full day which shall not exceed eight (8) working hours.

(b) Effective January 1, 1979, an annual sick pay allowance of five (5) full days each of which shall not exceed eight (8) working hours for a total of forty (40) working hours in each calendar year.

An eligible employee may draw on the said total working hours for scheduled hours of work lost because of said illness or injury.

§171. Delete and substitute the following:

A part time employee who has worked continuously for the Employer for one (1) full year and who is unable to work because of non-occupational illness or injury requiring confinement or medical treatment by a licensed physician and who so notifies the Employer promptly and without delay, shall be eligible to receive a sick pay allowance in accordance with the following:

(a) For the period from September 12, 1978 through December 31, 1978, a sick pay allowance of not more than three (3) hours.

(b) Effective January 1, 1979, an annual sick pay allowance of not more than ten (10) hours in each full calendar year of his continuous employment by the Employer.

An eligible employee may draw on the said total working hours for scheduled hours of work lost because of said illness or injury.

§172. Delete and substitute the following:

An eligible employee who qualifies for sick pay under the provisions of Paragraph 170 and 171 may accumulate his current unused sick time accrued since September 12, 1978 during the term of this Agreement against which the employee may draw only for scheduled hours of work lost because of illness or injury.

§173. Delete.

ARTICLE EIGHTEEN THROUGH ARTICLE TWENTY-TWO - Remain Unchanged
ARTICLE TWENTY-THREE - Remains unchanged except as follows:

§231. Delete and substitute the following:

A full time employee shall receive an automobile travel allowance of fifteen cents (15¢) per mile for distance travelled in excess of twenty-miles between the employee's home and his store, each way, each day.

§232. Subsection (a): Delete
   Subsection (b): Delete and substitute: "any additional allowance when an employee requests a transfer."
   Subsection (c): Delete
   Subsection (d): After "...Employer..." insert "...and the Union..."
   Subsection (e): Delete (e) and language from "provided...Article."

ARTICLE TWENTY-FOUR THROUGH ARTICLE TWENTY-SEVEN - Remains Unchanged.

ARTICLE TWENTY-EIGHT

§280. Add at the end: "...and side letters of even date..."

§281. Line 5: insert after "...Agreement..." the phrase "...and side letters of even date..."

ARTICLE TWENTY-NINE

Line 2: Delete "...become effective on July 12, 1976..." and insert "...be deemed effective as of September 12, 1976..."

Line 3: Delete "...July 9, 1979..." and insert "...October 31, 1980 or the day on which the last payment under the Plan of Arrangement is made, whichever is earlier,..."

MEMORANDUM OF AGREEMENT - Remains Unchanged.
July 11, 1980

Director of Personnel
Fernandes Super Markets, Inc.
Norton, Massachusetts 02766

Respondent:

We now have on file a copy of your collective bargaining agreement(s): Between the United Food and Commercial Workers Union, local #4 (Southeast Food Handlers). The agreement we now have, expired July 1979.

We would appreciate your sending us the following information to complete our files:

A copy of your current union agreement, or memorandum of understanding, along with the approximate number of employees covered: 800.

Please return this form with your information in the enclosed envelope which requires no postage.

Thank you for your cooperation.

Sincerely yours,

JANET L. NORWOOD
Commissioner

BLS 2453 (Rev. January 1980)