UFCW Local 328

Report to the Membership

Employed By

Stop & Shop Supermarket Company

Sunday, February 27, 2022

10:00 a.m.

12:00 p.m. (Islands)

1:00 p.m.

UFCW

a VOICE for working America

This final Company contractual offer brought to you for a vote February 27, 2022 contains the agreement reached with the negotiating committee for the Stop & Shop Supermarket Company and UFCW Local 328. The Negotiating Committee Representatives & the Officers of Local 328 unanimously recommend that you "ACCEPT" the Company's offer.

Any typographical errors and/or omissions will be corrected in the final draft.

The Stop & Shop Supermarket Company LLC ("the Company") and the United Food and Commercial Workers Union Local 328 ("the Union"), reached a Memorandum of Agreement for a Successor Agreement on February 24, 2022. Upon ratification, the Successor Agreement will have a term of February 27, 2022 through February 28, 2026. The Successor Agreement will contain the provisions of the Collective Bargaining Agreement that expired on February 26, 2022 except as modified as herein.

1. COVER PAGE, AGREEMENT, & DURATION:

Change dates to reflect the new agreement of February 27, 2022 through February 28, 2026.

2. VACATIONS:

Delete: Notwithstanding the foregoing, all full-time employees hired or promoted after April 20, 2016 shall be eligible for a fifth week of vacation after twenty-five (25) years of continuous employment.

Replace with: All employees hired on or after February 27, 2022, shall be eligible for a fifth week of vacation after twenty-five (25) years of continuous employment. Anyone hired before February 27, 2022 shall be eligible for a fifth week of vacation after twenty (20) years of continuous employment.

Delete: In the event a part-time employee changes to full-time employment, the vacation credit will be computed on average hours back one year.

Replace with: In the event a Part-Time employee changes to Full-time employment, their vacation credit will be computed based upon their remaining Part-Time vacation balance converted to weeks multiplied by forty (40) hours per week. The conversion could equate to partial weeks.

3. BEREAVEMENT:

Add: domestic partner five (5) day bereavement leave

4. LEAVE OF ABSENCE (Currently in Clerks contract – Amend to Meat):

Amend: All employees with one or more years of continuous service may be granted a leave of absence of up to six (6) months for reasons other than sickness, accident, or pregnancy provided such requests are reasonable.

5. GRIEVANCES AND ARBITRATIONS:

Add: The Union shall notify the Company of any grievance within thirty (30) days from its occurrence, or from when the grievance should have reasonably been presented or from when there was knowledge of the occurrence; otherwise, it shall be considered untimely and shall be withdrawn. This clause does not impact the timeliness of any individual pay grievance and this timeline does not apply to deadlines on grievances over a discharge or a suspension pending discharge.

6. **RELIEF MANAGER (Meat only):**

Add: A member of the bargaining unit shall receive $7.00 for daily replacement of a Deli Department Head in a partial week, except on a Sunday.

7. **HOURS:**

Delete: Effective July 1, 2016, any part-time employee hired before August 1, 2007, who desires to work twenty (20) hours per week or more shall be scheduled for a minimum of twenty (20) hours per week (excluding Sundays), provided they request the additional hours and have reasonable availability. Grievances involving this minimum shall not be subject to a retroactive remedy.

Replace with: Effective March 1, 2022, any part-time employee hired prior to 2/27/2008, who desires to work twenty (20) hours per week or more shall be scheduled for a minimum of twenty (20) hours per week (excluding Sundays), provided they request the additional hours and have a reasonable availability. Grievances involving this minimum shall not be subject to a retroactive remedy.

9. **HEALTH & WELFARE:**

Update with the new name of the fund: UFCW New England Health Fund.

Eligible full-time employees appointed to full-time before February 26, 2022 with 7-years of continuous full-time service will be eligible to enter the 80/20 plan.

Effective July 1, 2022, the dental annual maximum will be improved from $1,500 to $2,000.

Effective March 1, 2022, all participants in the 80/20 plan will go from the current $300 (individual)/ $600 (family) deductible to a $250 (individual) / $500 (family) deductible.

The company contribution rates to the UFCW New England Health Fund for each eligible employee will be as follows.

	Monthly FT Contribution (including opt outs)	Monthly 30+ Hour PT Contribution for those electing health coverage	PT Monthly ancillary benefits only (including 30+ hour PT who opt out)
Current:	$1,078	$482	$13
March 1, 2022	$858	$529	$22
March 1, 2023	$892	$570	$22
March 1, 2024	$930	$615	$22
March 1, 2025	$1,000	$662	$23

The weekly pre-tax payroll deductions for Health & Welfare will not change for the duration of this agreement.

Healthcare Bonus and HSA continues for eligible part-time employees.

10. PENSION:

Effective July 1, 2023, there will be a two dollar and fifty cent ($2.50) increase to the Company's pension contribution. Effective July 1, 2025, there will be an additional two dollar and fifty cent ($2.50) increase to the Company's pension contribution. These increases in contributions shall be applied solely to administrative expenses and shall not be considered a Benefit Bearing Contribution as specified in the Memorandum of Understanding between the Company and Local 328 effective July 1, 2020 through June 30, 2028.

Pension will be secure for the life of the agreement

11. PHARMACY TECHNICIAN MATRIX:

Amend:

Full-Time Technicians:

Years of Rx Experience	Minimum Rate of Pay	Minimum Rate of Pay	
	MA / CT	RI	
	Effective 07/31/22	Effective 01/01/23	Effective 12/31/23
0 – 1 years	$18.25	$17.25	$18.25
2 years	$18.50	$17.50	$18.50
3 years	$18.75	$17.75	$18.75
4 years	$19.00	$18.00	$19.00
5 years	$19.25	$18.25	$19.25
6 years	$19.50	$18.50	$19.50
7 years	$19.75	$18.75	$19.75
8 years	$20.00	$19.00	$20.00
9 years	$20.25	$19.25	$20.25
10+ years	$20.75	$19.75	$20.75

Part-Time Technicians:

Years of Rx Experience	Minimum Rate of Pay	Minimum Rate of Pay	
	MA / CT	RI	
	Effective 07/31/22	Effective 01/01/23	Effective 12/31/23
0 – 1 years	$16.25	$15.25	$16.25
2 years	$16.45	$15.45	$16.45
3 years	$16.65	$15.65	$16.65
4 years	$16.85	$15.85	$16.85
5 years	$17.05	$16.05	$17.05
6 years	$17.25	$16.25	$17.25
7 years	$17.45	$16.45	$17.45
8 years	$17.65	$16.65	$17.65
9 years	$17.85	$16.85	$17.85
10+ years	$18.25	$17.25	$18.25

12. Add Side Letter: Shootings, Other Violent Attacks and Dangerous Emergencies in Stores

The company agrees to meet once a year, at the Union's request, to discuss procedures, trainings, and protocols that can protect workers in case of a shooting, other violent attack, or another similar emergency that can affect the emotional or mental health of our injured workers. This language will not stop or delay the company's response to any of the violent events described in this article.

13. Add Side Letter: Appreciation Pay Agreement (originally signed on 09/25/20)

The company agrees that if there are future pandemic outbreaks and/or if the current pandemic outbreaks again and the government orders all businesses closed except for essential businesses, the Company will sit and discuss with the Local Union(s) over appreciation and/or "hazard pay" for those members reporting to work.

14. Add Side Letter: Contract Bar Extension

The parties to this Agreement hereby agree that within sixty (60) days before the termination of the third (3rd) year of this Agreement they will meet and confirm regarding the terms and conditions of this Agreement. They further agree that they will renew this Agreement and all of its terms and conditions for twelve (12) months beyond the third (3rd) year of the Agreement.

15. Add Side Letter: Home Delivery

The Employer agrees that, for the duration of this collective bargaining agreement and as a result of the Employer's use of any 3rd Party Vendors, it will not layoff any Home Delivery Driver who is actively employed as such on or before February 26, 2022; it will continue to offer employment to these employees with no reduction in contractual wages and benefits; it will pay contractual wage increases under the agreement; and it will recognize their company seniority for all purposes.

16. WAGES:

General Wage Increases

Replace with the following General Wage Increases (GWI's) and Scales:

Full-Time Employees GWI's *

Department Heads, Lead Clerks and Clerks who are at or above the top of their respective full-time wage scale:

	Ratification	2/26/2023	2/25/2024	2/23/2025
Full-Time with more than 20 years of FT service*	$50.00 ($1.25)	$40.00 ($1.00)	$40.00 ($1.00)	$30.00 ($.75)
Full-Time with 12 or more but less than 20 years of FT service*	$40.00 ($1.00)	$36.00 ($.90)	$36.00 ($.90)	$28.00 ($.70)
Full-Time with 7 or more but less than 12 years of FT service*	$35.00 ($.875)	$34.00 ($.85)	$34.00 ($.85)	$27.00 ($.675)

Full-Time with 3 or more but less than 7 years of FT service*	$33.00 ($.825)	$30.00 ($.75)	$30.00 ($.75)	$27.00 ($.675)
Full-Time with less than 3 years of FT service*	$30.00 ($.75)	$28.00 ($.70)	$27.00 ($.675)	$25.00 ($.625)

*Employees will receive one year of full-time service credit for every two completed years of service prior to their most recent full-time appointment date. For example, an employee most recently hired on January 1, 1999 with a most recent full-time date of January 1, 2020 will receive two (2) years of credit for their current period of full-time service and ten (10) years of credit for their service prior to their most recent full-time date for a total of twelve (12) years of credit.

Clerks made full-time on or after April 20, 2016 who are at or above the top of their respective full-time wage scale will receive the GWI's in the above table for the duration of the contract.

The first full-time GWI applies to all active full-time employees and then they will move to the full-time scale. If, after the ratification GWI is applied, the employee's rate is at or beyond the midpoint between the two steps, the employee's rate will be adjusted to the next step. Subsequent GWIs will only apply to full-time employees at the top of the scale.

Part-Time Employees GWI's

	Ratification	**2/26/2023**	**2/25/2024**	**2/23/2025**
Part-Time (15 or more years of service)	$1.00	$0.90	$0.90	$0.70
Part-Time (more than 8 years but less than 15 years of service)	$0.875	$0.85	$0.85	$0.675
Part-Time (more than 3 years but less than 8 years of service)	$0.45	$0.40	$0.35	$0.35
Part-Time (more than 6 months but less than 3 years of service)	$0.40	$0.30	$0.30	$0.30

Part-time Meat Cutters will receive the pro rata hourly increase based on their years of service from the Full-Time table above.

Delete: Any increases received in the twelve months prior to the scheduled GWI will be credited against the scheduled increase. If an employee has received more than the scheduled GWI in rate adjustments during the prior twelve months, that employee will not receive the scheduled GWI.

Part-Time Clerk Starting/Hiring Rate:
Effective 01/01/2023, in Rhode Island, the starting rate for a part-time clerk will be $14.00 or higher at the company's discretion. Effective 12/31/2023, in Rhode Island, the starting rate for a part-time clerk will be $15.00 or higher at the company's discretion.

Effective 07/31/2022, in Connecticut and Massachusetts, the starting rate for a part-time clerk will be $15.00 or higher at the company's discretion.

Wage Scales for Full-Time Employees Hired or Promoted on or after 4/19/16:

Massachusetts & Connecticut

Effective	07/31/2022
Start	$692 ($17.30)
6 months	$707 ($17.675)
6 months	$722 ($18.05)
6 months	$737 ($18.425)
6 months	$752 ($18.80)
6 months	$767 ($19.175)
6 months	$782 ($19.55)
6 months	$797 ($19.925)
6 months	$812 ($20.30)
6 months	$827 ($20.675)
6 months	$842 ($21.05)

Rhode Island

Effective	01/01/2023	12/31/2023
Start	$652 ($16.30)	$692 ($17.30)
6 months	$672 ($16.80)	$707 ($17.675)
6 months	$692 ($17.30)	$722 ($18.05)
6 months	$707 ($17.675)	$737 ($18.425)
6 months	$722 ($18.05)	$752 ($18.80)
6 months	$737 ($18.425)	$767 ($19.175)
6 months	$752 ($18.80)	$782 ($19.55)
6 months	$767 ($19.175)	$797 ($19.925)
6 months	$782 ($19.55)	$812 ($20.30)
6 months	$797 ($19.925)	$827 ($20.675)
6 months	$812 ($20.30)	$842 ($21.05)

On the effective dates above, employees will be placed on the new wage scale based upon their rate of pay immediately before the effective date.

Employees promoted will be placed on the full-time wage scale. If the employee's rate is less than the midpoint between two steps, the employee will remain in the current step and move to the next step after the required amount of time. If the employee's rate is at or beyond the midpoint between two steps, the employee's rate will be adjusted to the next step.

Any employee currently in the progression scale shall remain at least $2.30 above minimum wage.

If an employee moves to a higher step in this scale due to an increase in minimum wage or movement onto a new scale, they will move to the next higher step six months from the effective date of the increase.

For Full-Time Employees Hired or Promoted before 4/19/16, if the employee's rate is below the top rate of the scale on the effective dates above, the employee will follow the above wage scale until reaching the top of the scale.

Update Classified Stated Rates (Meat Only):

	Current	06/26/2022	05/28/2023
Meat Manager	$21.825	$23.70	$24.70
Pre-Pkg Meat Mgr	$20.375	$22.25	$23.25
Head Meat Cutter	$20.5375	$22.25	$23.25
Meat Cutter	$18.725	$21.00	$22.00
PT Meat Cutter	$18.725	$21.00	$22.00
Deli Dept. Head	$20.375	$23.00	$24.00
Seafood Lead	$16.000	$19.30	$20.00
Prep Foods Lead	$14.000	$18.00	$19.00

Those appointed to any of the classified stated positions on or after ratification will receive the stated rate or forty dollars ($40.00) per week over their current rate, whichever is greater.

Update Classified Stated Rates (Clerks Only):

	Current	06/26/2022	05/28/2023
Grocery Dept. Head	$21.125	$23.00	$24.00
Produce Dept. Head	$21.125	$23.00	$24.00
Bakery Lead	$15.625	$20.00	$21.00
Night Crew Chief	$18.750	$21.00	$22.00
Cash Dept. Head	$17.850	$22.00	$23.00
Floral Lead	$16.000	$19.30	$20.00
Assistant Grocery Head	$16.000	$19.30	$20.00
Assistant Produce Head	$16.000	$19.30	$20.00
Online Shopping Lead*	N/A	$19.00	$20.00

* Each store with an online shopping operation (not including wareroom operations) will have one Online Shopping Lead designated by the company.

Those appointed to any of the classified stated positions on or after ratification will receive the stated rate or forty dollars ($40.00) per week over their current rate, whichever is greater.

Add: Effective upon ratification, Night Crew Key Holder: When a night crew clerk performs the role of a night crew chief, they shall receive $7.00 for a daily replacement of a night crew chief.

One-Time Appreciation Bonus

There will be a one-time, lump sum appreciation bonus, less usual deductions, for all eligible employees active on the payroll on ratification as follows:

Full Time	$500
Part-Time (1 or more years of service on ratification)	$250