Memorandum of Agreement

UFCW Local 919

The Stop & Shop Supermarket Company LLC (“the Company”) and the United Food and Commercial Workers Union Local 919 (“the Union”), reached a Memorandum of Agreement for a Successor Agreement on April 21, 2019. Upon ratification, the Successor Agreement will have a term of February 24, 2019 through February 26, 2022. The Successor Agreement will contain the provisions of the Collective Bargaining Agreement that expired on February 23, 2019, except as modified as herein. This Memorandum of Agreement represents the entire Agreement between the Company and the Union.

1. COVER PAGE, AGREEMENT, & ARTICLE 44 – DURATION:

Change dates to reflect the new agreement of February 24, 2019 through February 26, 2022.

1. ARTICLE 2 – EMPLOYMENT OF UNION MEMBERS, SECTION 2:

Update electronic authorization card.

1. ARTICLE 3 – GENERAL CONDITIONS, SECTION 1(D):

Add: The request for the wedding gift must be made no later than six (6) months after the wedding date.

1. ARTICLE 3 – GENERAL CONDITIONS:

Throughout entire agreement replace “he’ and “she” to gender neutral terminology.

1. ARTICLE 3 – GENERAL CONDITIONS, SECTION 9:

Add: The Union will be notified of new employee orientations and will be allowed a reasonable amount of time, up to fifteen (15) minutes, to engage new employees.

1. ARTICLE 11 – LEAVE OF ABSENCE, SECTION 2:

Amend: Requests for a leave of absence shall be submitted in writing or electronically to Human Resources and the Employee must submit a copy to the Local Union Office. The authority to approve or disapprove a leave of absence shall be vested with the Human Resources Lead, Stop & Shop Supermarket Company LLC.

1. ARTICLE 11 – LEAVE OF ABSENCE, SECTION 13:

Amend: If an employee notifies the Store Manager by Tuesday of their Return to Work, the employee will be added to the following week’s schedule.

1. ARTICLE 12 – HOURS, SECTION 2 HOURS OF WORK FOR PART-TIME EMPLOYEES (B):

Add: Any part-time employee hired before July 1, 2003, 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.

1. ARTICLE 12 – HOURS, SECTION 3 OVERTIME PAY (B):

**Modify**: Effective on ratification, the Sunday and holiday premium for Part-Time Associates hired on or before February 23, 2019, with less than twelve (12) months of service shall be increased to **$1.50** per hour for the first twelve (12) months; thereafter they shall then receive time-and-one-half.

1. ARTICLE 12 – HOURS, SECTION 3 OVERTIME PAY (B):

Add: Part-Time Associates hired after February 23, 2019, the Sunday and holiday premium shall be the greater of $1.50 per hour for the first twelve (12) months; they shall then receive a $2.00 per hour premium through twenty-four (24) months; they shall then receive a $3.00 per hour premium through thirty-six (36) months; thereafter they shall then receive time-and-one-half.

1. ARTICLE 12 – HOURS, SECTION 5: MEAL PERIOD:

Amend: However, in the event an employee, with the consent of the employer, desires one-half hour for lunch or supper it may be so arranged, if permitted by law. Such consent shall not be unreasonably withheld.

1. ARTICLE 13 – WEARING APPAREL AND TOOLS:

Add New: Effective 1/1/2020, eligible employees will receive a $50 allowance for safety shoes a maximum of one (1) time per year. If a new vendor or authorized retailer is established, the Union will be notified.

1. ARTICLE 17 – INJURIES, SECTION 6:

Amend: In case of injuries sustained on the job, the Employer shall continue to make contributions for eligible employees to the Health and Welfare and Pension Funds for a period of up to nine (9) months.

1. ARTICLE 28 – WORK SCHEDULES:

Replace: The company will continue a two-week schedule.  The schedule will be posted in ink at 5pm Thursday for the following two work weeks beginning on Sunday.  Employees may request a reasonable adjustment to the second week and such requests will be at the management’s discretion.  The Union and the Employer agree that the scheduling provisions of the Collective Bargaining Agreement will govern exclusively notwithstanding any “predictive scheduling” legislation.  If a waiver is not permitted by the legislation, then the parties will meet and discuss any changes required by law as it relates to this article.

1. ARTICLE 14 – WAGES:

**General Wage Increases (GWI):**

Clerks made full-time before April 19, 2016 who are at or above the top of their respective full-time wage scale, Department Heads, Head Clerks, Lead Clerks, and Night Crew Chiefs:

|  |  |  |
| --- | --- | --- |
| 2/24/2019 | 2/23/2020 | 2/21/2021 |
| $25 per week | $20 per week | $25 per week |

Clerks made full-time on or after April 19, 2016 who are at or above the top of their respective full-time wage scale:

|  |  |  |
| --- | --- | --- |
| 2/24/2019 | 2/23/2020 | 2/21/2021 |
| $15 per week | $1,250 Bonus | $15 per week |

The first full-time GWI applies to all active full-time employees and then they will move to the appropriate scale.

**Part-Time Associates:**

|  |  |  |  |
| --- | --- | --- | --- |
|  | 2/24/2019 | 2/23/2020 | 2/21/2021 |
| Part-Time  (12 or more years of service) | $0.50 | $0.50 | $0.55 |
| Part-Time (more than 7 years but less than 12 years of service) | $0.40 | $0.40 | $0.45 |
| Part-Time (more than 3 years but less than 7 years of service) | $0.30 | $0.30 | $0.35 |
| Part-Time (more than 1 year but less than 3 years of service) | $0.25 | $0.25 | $0.25 |

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

1. ARTICLE 14 – WAGES: Wage Scales

Applies to current Full-Time Associates Hired or Promoted before 4/19/16. 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. Effective on ratification, Full-Time Employees will follow the weekly wage scale below:

|  |  |
| --- | --- |
|  | Connecticut |
| Start | $520 |
| 6 months | $530 |
| 6 months | $540 |
| 6 months | $560 |
| 6 months | $570 |
| 6 months | $580 |
| 6 months | $600 |
| 6 months | $610 |
| 6 months | $620 |
| 6 months | $640 |
| 6 months | $650 |

Once these Full-Time Associates reach the top of the wage scale noted above, General Wage Increase will be followed.

**Clerks Hired or Promoted to Full-Time on or after 4/19/16 will follow the weekly wage scale below:**

|  |  |
| --- | --- |
|  | Connecticut |
| Start | $510 |
| 6 months | $520 |
| 6 months | $540 |
| 6 months | $550 |
| 6 months | $570 |
| 6 months | $590 |
| 6 months | $612 |
| 6 months | $632 |
| 6 months | $642 |
| 6 months | $652 |
| 6 months | $672 |
| 6 months | $684 |
| 6 months | $696 |
| 6 months | $708 |
| 6 months | $720 |
| 6 months | $730 |
| 6 months | $740 |
| 6 months | $750 |
| 6 months & thereafter | $760 |

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 the minimum wage.

1. ARTICLE 14 – WAGES:

Part-Time Minimum Rates: Any employee earning less than the minimum rates listed below with the requisite continuous service on the date of adjustment will receive the applicable minimum rate.

|  |  |
| --- | --- |
| Date of Adjustment | 3/22/2020 |
| More than two (2) years but less than four (4) years of service on date of adjustment | Minimum wage + $0.50 |
| More than four (4) years but less than seven (7) years of service on date of adjustment | Minimum wage + $1.20 |
| More than seven (7) years but less than twelve (12) years of service on date of adjustment | Minimum wage + $1.75 |
| Twelve (12) or more years of service on date of adjustment | Minimum wage + $2.40 |

Should the minimum wage not increase in Connecticut prior to 3/22/2020, the one-time wage compression adjustment indicated above shall move to 3/21/2021.

The above minimum rates represent a one-time adjustment to decompress the wages. General Wage Increases will follow.

1. ARTICLE 14 – WAGES:

Add: Premium pay for Customer Service Desk: $0.25 per hour over his/her regular rate.

1. ARTICLE 14 – WAGES, SECTION 1: CREDIT FOR PART-TIME HOURS:

Amend: Employees promoted from Part-Time to Full-Time: Change $1.00 to $2.00.

1. ARTICLE 14 – WAGES:

Clean up references to Service Clerk Classifications

1. ARTICLE 14 – WAGES:

Discuss one-time rate adjustment for those associates promoted to full-time within 2 years prior to ratification.

1. ARTICLE 14 – WAGES, SECTION 15:

Pharmacy Technician

The hiring range for the Part-time Pharmacy Technician classification will be $12.50 to $14.50 and the hiring range for the Full-time Pharmacy Technician classification will be $15.50 to $18.00. Part-time and Full-time Pharmacy Technicians are eligible for appropriate general wage increases.

1. HEALTH & WELFARE:

*Fund Merger*

Savings due from administration (consulting, counsel, fund office), best-in-class networks, ASO/JAA fees economies of scale, TPA fees and pharmacy contracting.

*Health Plan Modifications*

In contract Year 2, beginning March 1, 2020, the four plans will save additional money as a result of ongoing plan design change.

In contract Year 3, beginning March 1, 2021, the merged plan will implement sustainable fund design changes confirmed by the plan’s consultant. Fund design savings do not include items like vendor changes, RFP’s, etc.

If the merger does not occur, the savings will be apportioned to each fund by medical headcount.  A shortage of confirmed savings in any year or in merger savings will be balanced by a reduction in the plan cost line used by the consultant to establish required reserve levels and contribution levels.

*Associate Contributions:*

The weekly pre-tax payroll deductions for Health & Welfare will be as follows:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Associate** | **Associate + Spouse** | **Associate + Child(ren)** | **Family** | **Part-time (30-hour)** |
| **July 1, 2019** | $15.00 | $24.00 | $24.00 | $30.00 | $15.00 |
| **July 1, 2020** | $17.00 | $27.00 | $27.00 | $34.00 | $17.00 |
| **July 1, 2021** | $19.00 | $30.00 | $30.00 | $38.00 | $19.00 |

The HSA and Bonus program will continue for eligible part-time associates based on the current contract language.

The merged Fund will have a 2-month Maintenance of Reserve.

***Employer Contribution Rates:***

Year 1:

|  |  |
| --- | --- |
| **July 1, 2019** | **Local 919** |
| Full-Time | Pay as you go |
| Part-Time 30 | Pay as you go |
| Ancillary | Pay as you go |

Year 2:

|  |  |
| --- | --- |
| **March 1, 2020** | **Local 919** |
| Full-Time | Pay as you go |
| Part-Time 30 | Pay as you go |
| Ancillary | Pay as you go |

Year 3:

|  |  |
| --- | --- |
| **March 1, 2021** | **Merged Fund** |
| Full-Time | $1,078 |
| Part-Time 30 | $482 |
| Ancillary | $13 |

1. PENSION:

Effective the 1st of the month after ratification, the Part-Time hourly contribution rate will be seventy-five cents ($0.75).

For eligible Part-Time associates hired after February 23, 2019, having met the twelve-month waiting period, the future service accrual will be $16 (subject to the Fund’s accrual phase-in rules) per month per year of service.

1. Add Side Letter re: Pharmacy Techs:

The Employer agrees to maintain their current practice of reimbursing employees for the cost of the National Certified Pharmacy Technician (CPhT) training, state certification, and/or any other necessary pharmacy technician tests for the term of this agreement.  This additional training can be obtained by seeking manager’s approval.

This Side Letter will sunset with the expiration of the Collective Bargaining Agreement.

1. Add Side Letter re: Arbitration Procedure:

On a trial basis beginning with the ratification of the Collective Bargaining Agreement, the parties agree to use the services of Labor Relations Connections, LLC for any arbitration not pending at the American Arbitration Association or before any arbitrator mutually selected by the parties.  Unless a party notifies the other of the intent to terminate this Side Letter on or before February 24, 2020, the parties will use Labor Relations Connections, LLC for the duration of the Collective Bargaining Agreement.

This Side Letter will sunset with the expiration of the Collective Bargaining Agreement.

1. Add Side Letter re: Technology:

The company shall notify the Union in writing or by phone, one (1) week prior to the introduction of new technology that might have a material impact on bargaining unit staffing.  The company will meet with the Locals twice each year to discuss upcoming plans for store technology.

1. Side Letter re: Voluntary Separation Incentive Plan:

Renew – The Company may, at its option, offer VSIP programs during the term of this agreement.

1. Add Side Letter

To determine medical eligibility for Part-Time ACA Associates in 2020, the Company will use 50.5 weeks.

The parties agree upon contract drafting to remove or modify any language that is redundant or is no longer deemed relevant.