

3Memorandum 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 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. 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 term of February 27, 2022 through February 28, 2026.

2. ARTICLE 10, SECTION 4 – INELIGIBLE EMPLOYEES PAID STRAIGHT TIME FOR HOURS WORKED ON HOLIDAYS

~~Delete: All employees hired after February 14, 2004 who are not eligible for holiday pay as defined by this Article, shall be paid straight time for any hours worked on any of the above listed holidays.~~

3. ARTICLE 12, SECTION 9 – INELIGIBLE EMPLOYEES PAID STRAIGHT TIME FOR HOURS WORKED ON HOLIDAYS

~~Delete: All employees hired after February 14, 2004 who are not eligible for holiday pay as defined by this Article, shall be paid straight time for any hours worked on any of the above listed holidays.~~

4. ARTICLE 12 – HOURS OF WORK

Add New Language: Effective the first day of the payroll period following ratification: All Newly hired Full-Time employees shall receive time and one half for all hours worked on Sundays.

5. ARTICLE 12 – HOURS, SECTION 2B: HOURS OF WORK FOR PART-TIME

Replace last paragraph with: Effective upon ratification, 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.

6. ARTICLE 14 – WAGES:

General Wage Increases (GWI)

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

	2/27/2022	2/26/2023	2/25/2024	2/23/2025
Full-Time with more than 20 years of FT service*	\$50.00	\$40.00	\$40.00	\$30.00
Full-Time with 12 or more but less than 20 years of FT service*	\$40.00	\$36.00	\$36.00	\$28.00
Full-Time with 7 or more but less than 12 years of FT service*	\$35.00	\$34.00	\$34.00	\$27.00
Full-Time with 3 or more but less than 7 years of FT service*	\$33.00	\$30.00	\$30.00	\$27.00
Full-Time with less than 3 years of FT service*	\$30.00	\$28.00	\$27.00	\$25.00

*Associates 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 associate 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.

The first full-time GWI applies to all active full-time associates and then they will move to the full-time scale. If, after the 2/27/22 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 associates at the top of the scale.

Part-Time Associates:

	2/27/2022	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

~~Delete: 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.~~

Part-Time Clerk Starting/Hiring Rate:

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

Wage Scales for Full-Time Associates:

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)

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

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

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

If an associate 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.

7. ARTICLE 14 – WAGES:

Update classified stated rates:

	Current	06/26/2022	05/28/2023
Grocery Dept. Head	\$845 (\$21.125)	\$920 (\$23.00)	\$960 (\$24.00)
Produce Dept. Head	\$845 (\$21.125)	\$920 (\$23.00)	\$960 (\$24.00)
Bakery Lead	\$640 (\$16.000)	\$800 (\$20.00)	\$840 (\$21.00)
Night Crew Chief	\$750 (\$18.750)	\$840 (\$21.00)	\$880 (\$22.00)
Cash Dept. Head	\$735 (\$18.375)	\$880 (\$22.00)	\$920 (\$23.00)
Floral Lead	\$640 (\$16.000)	\$772 (\$19.30)	\$800 (\$20.00)
Assistant Grocery Head	\$640 (\$16.000)	\$772 (\$19.30)	\$800 (\$20.00)
Assistant Produce Head	\$640 (\$16.000)	\$772 (\$19.30)	\$800 (\$20.00)
Online Shopping Lead*	N/A	\$760 (\$19.00)	\$800 (\$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.

The Night Crew Premium is included in the new Night Crew Chief stated minimums.

Add New:

Effective 2/27/22, one full-time dairy clerk per store as designated by the Company shall earn an additional \$10.00 weekly premium.

8. ARTICLE 14 – WAGES, SECTION 12: NIGHT STOCKERS

Add: Effective 2/27/22, 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.

9. ARTICLE 14 – WAGES, SECTION 14: Pharmacy Technician

Effective 7/31/22, the hiring range for the Part-time Pharmacy Technician classification will be **\$16.25 to \$18.25** and the hiring range for the Full-time Pharmacy Technician classification will be **\$18.25 to \$20.75**. Part-time and Full-time Pharmacy Technicians are eligible for appropriate general wage increases.

10. ARTICLE 15 – VACATIONS, SECTION 1:

Delete and Replace: ~~Full time employees hired or promoted to full time after April 19, 2016 five weeks' vacation~~

All employees hired or after February 27, 2022 shall be eligible for a fifth (5th) week of vacation after twenty-five (25) years of continuous employment.

11. ARTICLE 15 – VACATIONS, SECTION 1:

Replace last paragraph 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.

12. ARTICLE 20 – DEATH IN FAMILY, SECTION 1:

Update to include domestic partner

13. ARTICLE 21 – HEALTH & WELFARE

Update with the new name of the fund.

Eligible full-time associates 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 \$1500 to \$2000.

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. The 30-hour part-time contribution will be made only on those electing coverage.

	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	\$1000	\$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 associates.

The company will receive two and one-half company contribution holidays. A one-and one-half month holiday in the initial year of the agreement and a one-month holiday in the final year of the agreement. If the last credit would bring the Fund below 4.5 months reserve, the credit will not be taken.

14. ARTICLE 22 RETIREMENT:

Effective August 1, 2022, the Part-Time employer hourly contribution rate is increased from \$0.75 to \$1.00 for eligible associates.

15. ARTICLE 25, SECTION 4 (P2)

Replace with:

The parties shall endeavor to agree upon an impartial arbitrator, selecting between the Labor Relations Connection or the American Arbitration Association. In the event that they are unable to agree within ten (10) days after the request for arbitration has been made in accordance with the foregoing, then the arbitration forum will be the Labor Relations Connection who shall hear and determine that case with the prevailing rules of the Labor Relations Connection.

16. Add New Side Letter: Shootings, Other Violent Attacks and Dangerous Emergencies in Store

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.

17. Extend Side Letter Exhibit M – Pharmacy Technician

18. Delete Side Letter Exhibit N – Arbitration Procedure

19. Add New 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.

20. A one-time, lump sum ratification bonus, less usual deductions for eligible associates active on the payroll on ratification as follows:

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

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