

**UFCW Local 328**  
**Report to the Membership**

**Employed By**

**Stop & Shop**  
**Supermarket Company**

**Wednesday, April 20, 2016**

**12:00 – 3:00 – 6:00 pm**



This final Company contractual offer brought to you for a vote April 20, 2016 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.

**COVER (Clerks & Meat)** Change Effective date to: February 28, 2016  
 Change Expiration date to: February 23, 2019

**HOLIDAYS (Article 10, Section 1 – Clerks) (Article 7, Section 1 – Meat)**

**(new) Applies to Full-time Clerks Hired or Promoted after Ratification**

Full-time Clerks Hired or Promoted after Ratification shall be eligible for the following Major Holidays after thirty (30) days of continuous employment.

**Major Holidays (MA, RI, CT)**

New Year's Day                      Labor Day  
 Memorial Day                        Thanksgiving Day  
 Independence Day                  Christmas Day

	Massachusetts	Rhode Island	Connecticut
After nine (9) months of service	Patriots' Day Columbus Day Veterans' Day	V.J. Day Veterans' Day Columbus Day	Three (3) Personal Days
After one (1) year of service	One (1) additional Personal Day	One (1) additional Personal Day	One (1) additional Personal Day
After two (2) years of service	One (1) additional Personal Day	One (1) additional Personal Day	One (1) additional Personal Day
After three (3) years of service	One (1) additional Personal Day	One (1) additional Personal Day	One (1) additional Personal Day

Employees promoted to full-time will not lose their eligibility for paid holidays established in their prior position as a result of this promotion.

**(Article 10, Section 2 – Clerks) (Article 7, Section 3 – Meat)**

**(new) Part-time Employees**

A part-time employee hired after ratification shall be eligible for the following holidays after six (6) months of continuous employment:

**Major Holidays (MA, RI, CT)**

New Year's Day                      Labor Day  
 Memorial Day                        Thanksgiving Day  
 Independence Day                  Christmas Day

	Massachusetts	Rhode Island	Connecticut
After nine (9) months of service	Patriots' Day Columbus Day Veterans' Day	V.J. Day Veterans' Day Columbus Day	Three (3) Personal Days
After one (1) year of service	One (1) additional Personal Day	One (1) additional Personal Day	One (1) additional Personal Day
After two (2) years of service	One (1) additional Personal Day	One (1) additional Personal Day	One (1) additional Personal Day
After three (3) years of service	One (1) additional Personal Day	One (1) additional Personal Day	One (1) additional Personal Day

**LEAVE OF ABSENCE (Article 11, Section 2 – Clerks) (Article 17, Section 3 – Meat)**

Change: Labor Relations Department to Human Resources Division

Change: Vice President of Human Resources to Director of Labor Relations

**HOURS, OVERTIME PAY (Article 12, Section 2 – Clerks) (Article 38, Section 2 – Meat)**

(new) Effective July 1, 2016 any part-time employee hired on or before April 1, 2006 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.

(new) If a part-time employee is not eligible for holiday pay, they shall be scheduled a minimum of fifteen (15) hours in the holiday week (including holiday hours worked, if any) provided that they are available to work on the holiday.

**(Article 12, Section 3B – Clerks) (Article 38, Section 4C – Meat)**

(modify)

The parties agree to the provision below if fifty (50%) percent or more of the employees receiving double time on Sundays and holidays as of the date of ratification remain employed as of February 23, 2019. If the stated condition is not true, the provision below will not take effect.

Effective February 23, 2019, those employees who were receiving double time for work performed on Sundays and holidays shall receive a frozen premium rate which is equal to the hourly rate of pay they were earning as of February 23, 2019. In addition to the frozen premium hourly rate of pay, they shall receive their regular hourly rate of pay for all hours of work performed on Sundays and holidays. As their regular hourly rate increases, the frozen premium shall remain the same, except that, the rate shall not reduce below time and one-half. The frozen premium rate will be adjusted in the case of demotions.

**WAGES (Article 14 – Clerks) (Article 39 – Meat)**

**General Wage Increases:**

	02/28/2016	02/26/2017	02/25/2018
Full-time	\$20.00	\$25.00	\$20.00
Part-time (7 or more years of service)	\$0.45	\$0.45	\$0.45
Part-time (more than 3 years but less 7 years of service)	\$0.35	\$0.35	\$0.35
Part-time (more than 1 year but less than 3 years of service)	\$0.25	\$0.25	\$0.25

## **WAGES *continued***

Part-time Meat Cutter will receive the same General Wage Increases as Full-time employees.

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

### **(Article 14, Section 3 – Clerks) (Article 39, Section 2B – Meat)**

Applies to current full-time clerks, leads, assistants, and all newly appointed full-time clerks whose rate of pay is or will be \$18 or more by February 23, 2019. 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.

Effective on ratification, Full-time employees will follow the weekly wage scale below:

	Connecticut	Massachusetts	Rhode Island
<b>Start:</b>	<b>\$480.00</b>	<b>\$500.00</b>	<b>\$460.00</b>
6 months	<b>\$490.00</b>	<b>\$510.00</b>	<b>\$480.00</b>
6 months	<b>\$520.00</b>	<b>\$520.00</b>	<b>\$520.00</b>
6 months	<b>\$530.00</b>	<b>\$530.00</b>	<b>\$530.00</b>
6 months	<b>\$540.00</b>	<b>\$540.00</b>	<b>\$540.00</b>
6 months	<b>\$560.00</b>	<b>\$560.00</b>	<b>\$560.00</b>
6 months	<b>\$600.00</b>	<b>\$600.00</b>	<b>\$600.00</b>

Upon ratification, all full-time employees will receive the 2016 GWI retroactive to 2/28/16 and thereafter move into the scale above. Once an employee reaches \$600 per week, a \$.30 wage increase will be applied every six (6) months until the employee reaches \$720 per week. Upon reaching the top rate of \$720, employees will receive yearly GWI's.

### **(add – new) – Full-time Clerks Hired or Promoted after Ratification**

The following terms shall apply to Clerks hired or promoted to full-time clerk positions after ratification.

These clerk positions do not affect positions that are currently classified. These clerks will have complete interchangeability within the contract and will be subject to the following terms:

Part-time clerks promoted to full-time clerks will be given an increase in pay of \$1 per hour over their rate, and thereafter progress to the next rate upon completion of the applicable time period required to move to the next rate.



**WAGES *continued***

**Full-time Wage Scale**

Effective on ratification, Full-time employees will follow the weekly wage scale below:

	Connecticut	Massachusetts	Rhode Island
<b>Start:</b>	<b>\$480.00</b>	<b>\$500.00</b>	<b>\$460.00</b>
6 months	\$490.00	\$510.00	\$480.00
6 months	\$520.00	\$520.00	\$520.00
6 months	\$530.00	\$530.00	\$530.00
6 months	\$540.00	\$540.00	\$540.00
6 months	\$560.00	\$560.00	\$560.00
6 months	\$600.00	\$600.00	\$600.00
6 months	\$612.00	\$612.00	\$612.00
6 months	\$622.00	\$622.00	\$622.00
6 months	\$634.00	\$634.00	\$634.00
6 months	\$644.00	\$644.00	\$644.00
6 months	\$656.00	\$656.00	\$656.00
6 months	\$666.00	\$666.00	\$666.00
6 months	\$678.00	\$678.00	\$678.00
6 months	\$688.00	\$688.00	\$688.00
6 months	\$700.00	\$700.00	\$700.00
6 months	\$720.00	\$720.00	\$720.00
6 months	\$730.00	\$730.00	\$730.00
6 months	\$740.00	\$740.00	\$740.00

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.

**(Article 14, Section 8 – Clerks) (Article 39, Section 2C – Meat)**

**Part-time Minimum Rates**

Any employee earning less than the minimum rates listed below with the requisite continuous service will receive the applicable minimum rate.

Effective March 5, 2017, Part-time employees will receive the minimum rate of pay as follows:

	Connecticut	Massachusetts	Rhode Island
<b>Two (2) or more years:</b>	<b>\$10.90</b>	<b>\$11.80</b>	<b>\$10.60</b>
<b>Five (5) or more years:</b>	<b>\$11.40</b>	<b>\$12.30</b>	<b>\$11.00</b>
<b>Eight (8) or more years:</b>	<b>\$11.75</b>	<b>\$12.60</b>	<b>\$11.35</b>
<b>Ten (10) or more years:</b>	<b>\$12.10</b>	<b>\$13.00</b>	<b>\$11.75</b>

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

**WAGES *continued***

**(Article 14, Section 14 – Clerks) (Article 39, Section 2E – Meat)**

Effective April 17, 2016, the full-time service clerk classification will be eliminated. Those full-time employees will be placed on the full-time wage scale. If they currently earn a rate higher than the top rate, they will receive a twenty dollar (\$20) per week increase.

Effective April 17, 2016, the part-time service clerk classification will be eliminated. Those part-time employees with less than ten (10) years of service will receive a five-cent (\$0.05) wage increase; those part-time employees with ten (10) years or more of service will receive a thirty-five (\$0.35) cent increase

The adjustment increases detailed above will be in addition to the General Wage Increases.

Delete all references to full and part-time service clerks throughout the Agreement.

**(Article 14, Section 17– Clerks only)**

The hiring range for the part-time pharmacy technician classification will be \$11.75 to \$13.75 and the hiring range for the full-time pharmacy technician classification will be \$14.25 to \$16.75. Part-time and full-time pharmacy technicians are eligible for appropriate general wage increases.

The Company and the Union agree to meet within ninety (90) days of ratification to incorporate these rates into the wage matrix.

**(Article 39, Section 2D – Meat only)**

**(modify) New Apprentice  
Meat Cutters Wage Scale**

<b>start</b>	<b>\$510/week</b>
<b>After 4 months</b>	<b>\$530/week</b>
<b>After 8 months</b>	<b>\$550/week</b>
<b>After 12 months</b>	<b>\$570/week</b>
<b>After 16 months</b>	<b>\$600/week</b>
<b>After 20 months</b>	<b>\$640/week</b>
<b>After 24 months</b>	<b>\$749/week</b>

**(Article 14 - Clerks) (Article 39 - Meat)**

**(modify) Starting Rates:** The Employer agrees to increase starting rates as follows:

<b>Position</b>	<b>Weekly Starting Rate</b>
Night Crew Chief (effective on ratification)	\$750
Deli Department Head (effective on ratification)	\$815
Grocery Department Head (effective on ratification)	\$845
Produce Department Head (effective on ratification)	\$845
Meat Department Head (effective on ratification)	\$873
Head Meat Cutter (effective on ratification)	\$821.50
Assistant Grocery Head (effective 2/25/18)	\$640
Assistant Produce Head (effective 2/25/18)	\$640
Floral Lead (effective 2/25/18)	\$640
Seafood Lead (effective 2/25/18)	\$640
Cold Food Lead (effective 2/25/18)	\$560

## **VACATIONS (Article 15 – Clerks) (Article 6 – Meat)**

Amend to provide that vacation entitlements for full-time clerks hired or promoted after ratification shall be eligible for a fifth week of vacation after twenty-five (25) years of continuous employment.

Amend to provide that effective January 1, 2017 all part-time employees with three (3) or more weeks' of vacation may use one (1) week of vacation in days at the time mutually convenient to the employer and the employee. At least two (2) weeks of advance notice must be provided for such requests.

**(new)** The number of hours in an individual's part-time vacation week shall be determined at the beginning of each year by using the average weekly straight-time hours paid in the prior fifty-two (52) weeks. After their first year of employment, but before the start of the next calendar year, part-time employees' vacation time will be determined by the average weekly straight-time hours paid in their first year of service. Any part-time employee eligible to use one (1) week of vacation in days will be paid one-fifth of this calculated weekly vacation amount for each day used.

## **SENIORITY (Promotions) (Article 26, Section 9 – Clerks) (Article 25, Section 3 – Meat)**

**(add)** The Employer agrees that current part-time employees will be considered first for open full-time positions. The Employer shall have the right to exercise its judgment on qualifications and ability and shall make the determination after giving due regard to seniority. In instances where qualifications and ability are equal, seniority will be the determinant.

The employee promoted to full-time shall be on probation for a period of ninety (90) days. If either the employee or Employer should determine the change is not satisfactory, the employee shall be returned to his former position with seniority and pay as if he never left.

## **UNION CHECK-OFF AUTHORIZATION (Article 27, Section 1 – Clerks)(Article 4, Section 1 – Meat)**

**(modify)** Company will forward an electronic copy of the employees' signed authorization form to the Union.

## **WORK SCHEDULES (Article 28 – Clerks) (Article 38, Section 3 – Meat)**

**(modify)** The Company will implement a two-week advanced scheduling program by the end of 2016. The Company will meet with the Union prior to the advanced scheduling program and after the program to discuss and negotiate the broader implementation.

The Company and the Union will discuss any testing issues of the advanced schedule program and make modifications as needed. The parties will agree to a date for a full roll out of the two- week advanced scheduling program, beginning no later than June 1, 2017.

Beginning June 1, 2016, the Employer will post schedules in ink on **Thursday at 5PM** for the following workweek beginning on Sunday. The Employer will post Sunday schedules by 5PM on the prior Wednesday. Each employee's schedule will be available electronically.

## **TRANSFERS AND TRANSPORTATION (Article 30 & 31 – Clerks) (Article 30 – Meat)**

**(add)** Where promotions or demotions are involved, transportation expense shall be handled individually to the mutual satisfaction of the Employer, employee, and Union. The designation of home store shall be the store in which the employee was hired, and thereafter their most recent promotion or demotion.

When an employee is promoted or demoted the Employer shall notify the employee of their new classification, home store, transfer store, rate of pay, and the amount of travel pay the employee will receive, if any.

## **TIME CLOCKS (Article 34 – Clerks) (Article 43 – Meat)**

All references to time clocks will be changed to: "time recording system"

Delete: reference to employees' badges to punch in and out

## **SICK LEAVE (Article 39 – Clerks) (Article 12 – Meat)**

**(new)** Full-time clerks hired or promoted after ratification shall receive the following sick time: Five (5) days sick time which will be available to use at the beginning of the year. After one (1) year of service - six (6) days will be available; after two (2) years of service - seven (7) days will be available; after three (3) years of service - eight (8) days will be available; after four (4) years of service - nine (9) days will be available.

*All employees employed in Connecticut:*

Part-time employees hired after February 23, 2013 shall receive a minimum of fifteen (15) hours of sick time which will be available to use at the beginning of the year, provided they have one (1) year of service.

Full-time employees hired after February 23, 2013 shall receive a minimum of five (5) days sick time which will be available to use at the beginning of the year, provided they have one (1) year of service.

*All employees employed in Massachusetts:*

The sick leave provided for in this article is the minimum leave the employees will be eligible to receive. Starting for accruals in 2016, the Company will pay out unused sick leave accrued under Massachusetts law with the payment of the sick leave accrued under this Article.

Connecticut and Massachusetts Paid Sick Leave Laws provide that all forms of Paid Time Off may be used to meet the sick leave accrual mandates. An employee who is not yet eligible for sick leave under this article or whose accrual under the state mandate would exceed the contractual allotment under this article shall be able to use their vacation and personal holiday pay in increment of hours for sick leave up to a maximum of forty (40) hours in a calendar year consistent with the provisions of the state law.



## **SICK LEAVE *continued***

Amend:

Effective January 1, 2017, all Department Heads shall be eligible to receive nine (9) days (72 hours) of paid sick leave on a calendar year basis. Any unused sick time at the end of the calendar year shall be paid out. Department Heads appointed or hired on or before February 27, 2016 and who utilize nine (9) sick days, shall be entitled to up to an additional eleven (11) days per year for any continuing and fully documented disability or injury on a one-time basis per calendar year. The additional eleven (11) days of sick pay are not eligible to be paid out.

## **HEALTH & WELFARE (Article 21 & Exhibit J – Clerks) (Article 26, Exhibit R – Meat)**

Amend as follows:

The Company agrees to contribute the following monthly contributions for each eligible employee:

	March 1, 2016	March 1, 2017	September 1, 2018
Full-time	\$895.00	\$970.00	\$1050.00
30+ Hour Part-time Contribution for those electing health coverage	\$430.00	\$460.00	\$484.00
PT Ancillary Only (including 30+ Hour Part-time who opt out)	\$36.00	\$38.00	\$40.00

There shall be one (1) month employer contribution holiday between March 1, 2016 and December 31, 2016.

### **Full-time Employees**

Eligible full-time employees who elect coverage will contribute on a weekly pre-tax payroll deduction as specified below:

	Employee	Employee + Spouse	Employee + Child(ren)	Family
March 1, 2016	\$13	\$20	\$20	\$26

Full-time Clerks hired or promoted after ratification shall receive medical coverage at a 70/30 split. The in-network deductible will be \$300 with a \$2,500 out of pocket co-insurance maximum. Dependent coverage plan design will be a 70/30 split. The in-network deductible will be \$300 per person (\$600 per family) with a \$2,500 per person (\$5,000 per family) out of pocket co-insurance maximum.

### **Part-time Employees not meeting the Affordable Care Act definition of Full-time**

Current part-time employees enrolled in the HSA program as of May 1, 2016 will be eligible to continue participation in the program, provided that they do not opt-out. Employees that opt-out of the HSA program will be eligible for the benefit bonus. New entrants will not be eligible to participate in the HSA program.

## HEALTH & WELFARE *continued*

Part-time employees hired on or after May 1, 2014 will not be eligible for the bonus program. Employees that qualify for and elect the ACA plan and then lose eligibility, but would have otherwise been eligible for the benefit bonus shall receive the bonus.

Available for current participants only	HSA Annual Contributions
Hired before 3/1/2010	\$1500
Hired on or after 3/1/2010 and before 2/24/2013	\$750
Hired on or after 2/24/2013 (current enrolled employees only)	\$500

	Annual Benefit Bonus
Hired before 3/1/2010	\$750
Hired on or after 3/1/2010 and before 2/24/2013	\$375
Hired on or after 2/24/2013 and before 5/1/2014	\$250

Bonus to be paid out yearly on or about May 10<sup>th</sup>.

The Company agrees to provide the benefit bonus program as stated above for the next three (3) years of the contract.

Part-time employees meeting the Affordable Care Act definition of full-time who elect coverage will contribute on a weekly pre-tax payroll deduction as specified below:

	Part-time Employee
<b>March 1, 2016</b>	<b>\$13</b>

### **Prescription Drug Efficiency**

No later than January 1, 2017, the Trustees agree to move to a Reference Based Pricing Program in an effort to achieve up to a twelve (12%) percent actuarial cost reduction through efficiency savings. This program will be rolled out over a period of time to test on specific therapeutic classes. There will be no change to the current plan design as a result of this program.

### **Pharmacy Benefit Manager**

The parties recommend that the Trustees commence a competitive bid process for the Pharmacy Benefit Manager for the Health & Welfare plan that contains at least three (3) leading providers for each bid. At the latest, the process will be completed soon enough to allow, if appropriate, vendor changes for the 2017 calendar year.

**Ancillary Benefit Improvements**

Effective May 1, 2016, the short-term disability benefit is improved by \$30/week for full-time employees. (\$525.00 per week)

Effective May 1, 2016, the short-term disability benefit is improved by \$20/week for part-time employees. (\$185.00 per week)

Effective May 1, 2016, all full-time and part-time employees will be eligible for an orthodontic benefit up to fifty (50%) percent with a lifetime maximum of \$1,500.

Implement a vision network, such as EyeMed.

**PENSION (Article 22 – Exhibit O – Clerks) (Article 27 – Exhibit S – Meat)**

**Full-time Employees**

For eligible employees hired or promoted to full-time on or before February 27, 2016, the Company will contribute to the UFCW Union-Industry Pension Fund the rates listed below. This supports an accrual of \$69 per month per year of service based on the 2016 AUCRs (subject to the Fund’s accrual phase-in rules). The accrual supported by this contribution going forward will depend on the AUCRs assigned by the Fund.

	Current Monthly Contribution Rate	New Monthly Contribution Rate as of 4/01/2016
Full-time	\$173.88	\$187.68
	\$176.23	

For eligible employees hired or promoted to full-time clerks after ratification, the Company will contribute to the UFCW Union-Industry Pension Fund \$160.48. This supports an accrual of \$59 per month per year of service based on the 2016 AUCRs (subject to the Fund’s accrual phase-in rules). The accrual support by this contribution going forward will depend on the AUCRs assigned by the Fund.

**Part-time Employees**

For eligible employees (including those in the meat supplement group) having met the nine-month waiting period, the Company will contribute to the UFCW Union-Industry Pension Fund the rates listed below:

	Current Monthly Contribution Rate	New Monthly Contribution Rate as of 4/01/2016	2016 AUCR Accrual*
Part-time	\$98.42	\$122.40	\$45.00
	\$73.81	\$91.80	\$33.75
	\$49.21	\$61.20	\$22.50
	\$27.34	\$34.00	\$12.50

## **PENSION *continued***

For part-time employees that the Company does not yet make a contribution on behalf of, the Company will commence contributions to the UFCW Union-Industry Pension Fund on the first day of the month following twelve (12) months of service.

\*These contribution rates support the indicated accrual per month per year of service based on the 2016 AUCR's (subject to the Fund's accrual phase-in-rules). The accrual supported by this contribution going forward will depend on the AUCRs assigned by the Fund.

Starting in May of 2016, the Company shall make its contributions to the UFCW Union-Industry Pension Fund one (1) month in arrears, which is the current practice of other contributing employers. This change does not impact employee benefit accruals.

## **EXHIBITS**

### **MEAT ONLY – Exhibit I**

**Replace the MOA language for Exhibit I with the following:**

Notwithstanding any prior practice or agreement, the Company will staff each meat department consistent with its determination of business needs; however, in each store the department staff shall include a full-time meat manager.

The Employer agrees that there shall be no layoff of any full-time or part-time meat department employee on the payroll as of February 27, 2016 as the result of the Employer's use of prepackaged, case ready, pre-priced, fresh or frozen products for the duration of this Agreement.

In the event the Employer should decide to increase its use of prepackaged, case ready, pre-priced fresh or frozen productions to a degree that the Employer wants to reduce the workforce which is job guaranteed as recounted above, the Employer will give the Union a thirty (30) days advance notice of the contemplated change, and will provide the options listed below to the affected meat cutters:

1. The Employer agrees it will retrain the employees, beginning the retraining process by inverse order of seniority within classification, to perform different jobs with the employer.
2. Employees who enter the retraining program shall receive continued employment with the Employer with no reduction in wages, or pay premiums that they would have otherwise received. They will keep their Company seniority for all purposes, and will continue to receive the benefits and entitlements they were receiving, and would have otherwise received under the collective bargaining agreement. Such employees will continue to receive contractual wage increases due under the collective bargaining agreement in their previous classification.
3. The Employer may offer a buy-out option to employees who do not wish to enter the retaining program.



## **CLERKS ONLY – Exhibit M – Home Delivery**

Add to existing language:

All Peapod locations with an overnight shift will be required to have a Peapod Night Crew Chief.

The Company agrees to continue its practice of providing cold weather gear.

The Company shall have the ability, at its option, to assign a Lead person in the wareroom, as needed by shift, on a weekly basis. These duties may include, but are not limited to, overseeing and supervising the following: dispatching, shopping, staging and loading.

When assigned to these duties, the employee will receive a \$0.25 premium.

Clarification to #3 – Part-time Home Delivery Drivers already at the applicable full-time rate do not receive an additional rate increase upon promotion to full-time status.

Change #8 - All Home Delivery Drivers shall be subject to a sixty (60) day probationary period. The Company may, upon mutual agreement by the Union and the Company, extend the probationary period by an additional thirty (30) days. As stated in the contract, discharges during the probationary period are not subject to the grievance and arbitration clause.

## **Letters of Understanding**

### **ACA Baseline Group – Letter of Understanding VI both Clerks & Meat Contracts**

The Company agrees to renew the terms and conditions for the ACA Baseline Group.

### **VSIP (Voluntary Separation Incentive Program)**

The Company may, at its option, offer VSIP Programs to employees during the term of the Agreement.

### **Letter of Understanding VII –**

**(modify)** Eligible employees will receive a \$25 allowance for safety shoes. If a vendor or authorized retailer is established, the Union will be notified

## New Side Agreements

### **Full-time Jobs Made Available Through Newly Promoted/Hired Full-Time Program**

The Company hereby commits to creating 480 new full-time jobs in the New England and New York Metro areas within the jurisdictions of Locals 328, 371, 919, 1445, and 1459. The formula to create the new jobs will be based on a formula of two (2) per store as outlined below. It is also agreed that the local unions will share the new full-time jobs proportionally in accordance with the formula.

These new full-time jobs will be new additional full-time jobs, not replacement jobs for full-time jobs that already exist. Excluding meat cutters, the Company agrees that there will be 480 new full-time clerk positions, excluding replacement jobs. The Company and Union will meet and discuss any circumstances that could have an impact on the replacement jobs, including major competitive intrusion and major operational changes that would affect the business.

The Union recognizes that the Company will decide upon and assign these new full-time positions based on the needs of the business in accordance with the chart below.

However, if there is a reduction of stores for any reason, then the Union recognizes that those stores will not be counted toward the 480 and that the total count of 480 will be reduced by 2 per closed store.

The new full-time jobs will be created within the term of this Agreement. The chart below details the minimum implementation guidelines, however, the jobs could be created and filled faster than expected.

Local Union	Number of FT*	Total Employees	% of Total FT	Year 1**	Year 2**	Year 3**
328	1,243	11,086	31%	51	51	45
371	522	4,834	13%	22	22	18
919	1,064	7,817	26%	44	44	37
1445	1,039	8,708	26%	43	43	36
1459	196	1,555	5%	8	8	8
<b>Total</b>	<b>4,064</b>	<b>34,000</b>	<b>100%</b>	<b>168</b>	<b>168</b>	<b>144</b>

\* The 4,064 jobs include Meat Clerks, but excludes Meat Cutters, Apprentices, Meat Department Managers, Head Clerks, and Night Crew Chiefs. These are pulled from active members in the most recent seniority reports provided by the Company as of March 26, 2016 and do not include any employees promoted to full-time positions after the release of that data.

\*\* Year 1 – new full-time jobs will be implemented by April 15, 2017. Year 2 - new full-time jobs will be implemented by April 15, 2018. Year 3 - new full-time jobs will be implemented by February 23, 2019.

Using the percent of full-time positions as a basis for distribution of new positions across the locals, with an estimate of two (2) new jobs per store as a basis, the counts reflected in “Year 1”, “Year 2”, and “Year 3” are proportional to the current full-time percentage of each local, and add up to the proposed total new full-time positions.

The Company will utilize the “Rising Stars” or “AMT” program to fill the new full-time jobs. The Company agrees to advertise said program in each store through use of postings by the time clock.

The Company will provide a report on a quarterly basis to each local union, which will provide the total number of new full-time jobs created in the prior quarter. The report will contain the following information: Employee Name, Seniority Date, Store Number and Department or Classification.

Should the Company fail to meet the agreed upon new full-time job proportion and assignment, the Union will notify the Company to correct it within forty-five (45) days. The creation of the new full-time jobs will be subject to the grievance and arbitration procedure in accordance with each local’s contract.

In addition to the creation of the 480 new full-time jobs, the Company will also endeavor to continue to promote part-time employees to fill full-time vacancies of already existing full-time jobs.

### **Labor-Management Committee**

The Employer and the Union agree that there shall be a joint Labor-Management Committee consisting of no more than six (6) individuals from each party. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns and suggestions related to the operations and work force, all with the aim of promoting better understanding between the parties. Meetings will be held at least twice per year. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for the time at such meetings.

### **DURATION (Article 42 – Clerks) (Article 44 – Meat)**

Change Effective date      to:      February 28, 2016  
Change Expiration date      to:      February 23, 2019

# **Stop & Shop Negotiations 2016**

## **Local 328 Negotiating Officers**

**Timothy M. Melia, President**  
**Domenic T. Pontarelli, Secretary-Treasurer**  
**Thomas Hutchinson, Union Representative**

## **Local 328 Rank & File Negotiating Committee**

**Joyce Babineau**  
**Stop & Shop #493, N. Dartmouth, MA**

**John Buswell**  
**Stop & Shop #20, Quincy, MA**

**Dana Chambers**  
**Stop & Shop #54, Abington, MA**

**Robert Collins**  
**Stop & Shop #66, Marstons Mills, MA**

**Patricia Dorchester**  
**Stop & Shop #402, Kingston, MA**

**Raymond Lemieux**  
**Stop & Shop #718, Narragansett, RI**

**Donald Pontarelli**  
**Stop & Shop #432, Attleboro, MA**

**Judith Snarsky**  
**Stop & Shop #87, Mashpee, MA**

**Jacquelyn Watson**  
**Stop & Shop #98, New Bedford, MA**

**Richard Wright**  
**Stop & Shop #64, Orleans, MA**