



UFCW Local 663 Tentative Agreement with Driskill's – May 10, 2023 @ 12:20pm

Wages and Benefits

- 1) Wage increases for all FT and PT employees with modernized wage scales – See attached wage scales.
- 2) Redirect Driskill's portion of H&W funds to Legacy pension per Union proposal
- 3) Section 23.1 Full-Time Waiver
...increase to \$19.33 for the duration of the waiver period... up to a maximum of one thousand two hundred (1,200) hours of said period. When an employee exceeds the maximum of 1200 hours, the employee will become a Classified Assistant.
- 4) Section 5.5: When an employee relieves a department head who is on time off during a 7 day period, the employee shall be paid the department head rate of pay.
- 5) Health & Welfare
Employer will make breakeven/true cost contributions per Union proposal, with no increase to employees:

	March 2023 TOTAL	Employer contribution	Employee contribution	March 2024 TOTAL	Employer contribution	Employee contribution
FT	\$269.83	\$239.83	\$30.00	\$287.82	\$257.82	\$30.00
MOD PT	\$158.32	\$143.32	\$15.00	\$168.84	\$153.84	\$15.00
ANCILLARY	\$6.58	\$5.58	\$1.00	\$6.76	\$5.76	\$1.00

- 6) The Employer will provide a store discount of 10% on all products to employees.

Hours of Work

- 1) Clopening / Hours between scheduled shifts: All employees who have worked a complete shift shall be given a minimum of ten (10) hours before the next scheduled work shift, unless by mutual agreement.
- 2) The Employer will make every effort to provide more predictable and regular schedules.

Classification

- 1) Courtesy will be guaranteed a minimum of 15 hours scheduled per week.
- 2) All department heads shall be classified as "traditional" full time for all intents and purposes of the contract. Any department head who is demoted or chooses to step down will maintain



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“traditional” full time status [or “Classified Assistant” status, depending on previous classification. If no previous classification...]

- Employees who step down from their classification will not be penalized, hours will remain the same.
- If hired off the street or promoted from PT to department head - when stepping down will go to Classified Assistant

Paid Time Off:

- 1) Article 15 (I): The Employer agrees to pay the weekly health and welfare payment for those part-time employees with two (2) years or more service, with the same Employer, when said part-time employees are on a paid vacation.
- 2) Increase Bereavement
 - All full-time and part-time employees on the seniority list shall be entitled to bereavement pay according to the following:
 - A maximum of four (4) days of leave with pay in the event of the death of a spouse, parent, child or stepchild.
 - A maximum of three (3) days of leave with pay in the event of the death of a brother, sister, mother-in-law or father-in-law, grandparent or grandchild.
- 3) Vacation donation in 1 day increments

Working Conditions

- 1) The Employer will provide updated/new floor mats wherever needed for employee safety and comfort.
- 2) There shall be in each store a safety and security captain and an alternate from the bargaining unit, mutually agreed by the Union and Employer. On a quarterly basis, each of the safety and security captains and/or alternates in a store shall collectively meet on paid time (during a regularly scheduled shift) with representatives of management and the Union to discuss health, safety and security conditions in the stores. Virtual meeting options will be provided by the Employer as appropriate. The safety and security captains and/or alternates will make recommendations in the area of safety, health and security, discuss employee complaints in the area of safety, health and security, and distribute information concerning safety, health and security. The participants in these meetings shall mutually identify and agree on training and/or experts helpful to the committee. Meetings shall be held the [first/second/third/fourth] [day of week] of the [first/second/third] month of each calendar quarter. The Employer will post in the employee break area the contact person for incident reporting. At each meeting, the Employer shall provide a summary of safety, health and security matters for the prior quarter.



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- 3) No match letters: In the event that the Employer receives notice indicating that an employee's name and Social Security number (SSN) do not agree with Social Security Administration (SSA) records, the Employer agrees to the following:
- The Employer will notify the Union upon receipt of any such notice and will provide a copy of the notice to all employees listed on the notice and to the Union.
 - The Employer will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating or discriminating against any such employee.
 - The Employer will not require that employees listed on the notice bring in a copy of their Social Security card for the Employer to review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status.
 - The Employer will not contact the SSA or any other governmental agency after receiving a "no match" from the SSA.
 - The Employer will not interrogate any employee about the employee's SSN.

Union Employer Cooperation

- 1) Electronic schedules - The Employer shall supply to the Union an electronic copy of work schedules weekly. Entire weekly schedules for all associates and departments shall be provided in Excel spreadsheets and emailed as attachments to the Union.
- 2) Replace BMS with FMCS

Language Clean Up

- 1) Add to Appendix A-1 Sunday Clause a note to see Section 2.5(A) re: Mod PT
- 2) Visitation: use "Union representative" instead of "business agent" or "business representative"
- 3) Term of agreement should read: ...shall be in effect as of March... and continue in full force and effect through 11:59pm on March...

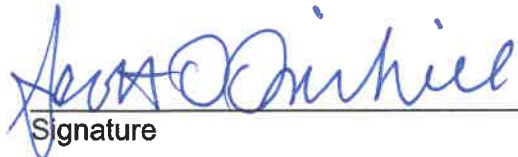


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Term of Agreement: 2 years – March 5, 2023 to March 2, 2025

Employer representative

Union representative


Signature


Signature

Title: PRESIDENT

Title: President

Date: 5/10/2023

Date: 5/10/2023

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APPENDIX XX: UFCW 663 2023-2025 COLLECTIVE BARGAINING AGREEMENT

All Part-time Minimum Rates - Modified, Regular, Group 3, Courtesy, Courtesy Youth

	3/5/2023	3/3/2024
All Part-Time		
Step 1: 0-1 Years	\$13.75	\$13.75
Step 2: 1 Year	\$14.00	\$14.00
Step 3: 6 Months	\$14.50	\$14.50
Step 4: 6 Months	\$15.00	\$15.00
Step 5: 6 Months	\$15.50	\$15.50
Step 6: 6 Months	\$16.00	\$16.00
Step 7: 6 Months	\$16.75	\$16.75
Step 8: 6 Months	\$17.25	\$17.25
Step 9: 6 months	\$18.00	\$18.00
Step 10: 6 Months	\$18.50	\$19.10

Implementation Details

All current employees below \$12.75 will move to \$13.75 on 3/5/2023

Remainder of PT employees place two steps up on new scale

As of 3/5/2023 all current PT Employees' progression date resets to that date

All employees to remain \$0.20 above city, county, state and federal minimum wage

Any part-time employee whose current rate is \$17.50 or over will receive:

3/5/2023 \$1.00

3/3/2024 \$1.00

Examples of how current employees place in and progress on the new scale

Current rate	\$12.25	\$13.25	\$14.25	\$14.75	\$15.90	\$23.00
March 2023	\$13.75	\$14.00	\$15.00	\$15.50	\$16.75	\$24.00
Sept 2023		\$14.50	\$15.50	\$16.00	\$17.25	
March 2024	\$14.00	\$15.00	\$16.00	\$16.75	\$18.00	\$25.00
Sept 2024	\$14.50	\$15.50	\$16.75	\$17.25	\$19.10	
2 year total increase	\$2.25	\$2.25	\$2.50	\$2.50	\$3.20	\$2.00

	3/5/2022
Assistant Manager	\$27.83
Produce Department Head	\$27.83
Frozen Food Department Head	\$27.83
Bookkeeper or Head Cashier	\$27.83
Delicatessen Department Head	\$27.83
Company Designated	\$27.83

Full-time Food Handlers & Pharm	3/5/2022
0-6 mo	\$15.45
6-12 mo	\$15.98
1-2 yr	\$17.14
2-3 yr	\$17.52
3-4 yr	\$18.06
4-5 yr	\$21.00
5+ yr	\$26.83

Classified Assistant	3/5/2022
0-1 yr	\$17.83
1-2 yr	\$18.83
2-3 yr	\$19.60
3-4 yr	\$20.50
4+ yr	\$24.83

Retail Specialist	3/5/2022
0-1 yr	\$15.75
1-2 yr	\$16.75
2-3 yr	\$17.75
3-4 yr	\$18.75
4+ yr	\$20.30

Full-Time Maintenance	3/5/2022
0 – 6 months	\$15.00
6 – 12 months	\$15.95
1 – 2 years	\$16.90
2 – 3 years	\$17.85
3 – 4 years	\$18.80
4 – 5 years	\$19.75
5+ years	\$21.43

FT Employees above scale will receive the following increases
 3/6/2021 \$0.50
 3/5/2022 \$0.60

	Effective	Effective
Classification	3/5/2023	3/3/2024
Assistant Manager	\$29.33	\$30.33
Produce Department Head	\$29.33	\$30.33
Frozen Food Department Head	\$29.33	\$30.33
Bookkeeper or Head Cashier	\$29.33	\$30.33
Delicatessen Department Head	\$29.33	\$30.33
Company Designated (Up to 3 per store)	\$29.33	\$30.33
	\$1.50	\$1.00

Full-Time Food Handlers and Pharmacy Employees
 Employees who are below this scale, will place in at the new beginning of this scale.
 All others place into the scale at the rate at least \$1.00 above current rate.
 Then progress to the next step annually.

Convert to Steps	Effective	Effective
	3/5/2023	3/3/2024
Step 1	\$21.00	\$21.00
Step 2	\$22.75	\$22.75
Step 3	\$24.50	\$24.50
Step 4	\$26.25	\$26.25
Step 5	\$28.33	\$29.33
	\$1.50	\$1.00

Classified Assistant
 Employees who are below this scale, will place in at the new beginning of this scale.
 All others place into the scale at the rate at least \$1.00 above current rate.
 Then progress to the next step annually.

Convert to Steps	Effective	Effective
	3/5/2023	3/3/2024
Step 1	\$19.33	\$19.33
Step 2	\$20.33	\$20.33
Step 3	\$21.10	\$21.10
Step 4	\$22.00	\$22.00
Step 5	\$26.33	\$27.33
	\$1.50	\$1.00

Retail Specialist
 Employees who are below this scale, will place in at the new beginning of this scale.
 All others* place into the scale at the rate at least \$1.00 above current rate.
 Then progress to the next step annually.

Convert to Steps	Effective	Effective
	3/5/2023	3/3/2024
Step 1	\$17.00	\$17.00
Step 2	\$17.50	\$17.50
Step 3	\$18.00	\$18.00
Step 4	\$19.00	\$19.00
Step 5	\$19.80	\$19.80
Step 6	\$21.80	\$22.80
	\$1.50	\$1.00

All FT Maintenance convert to Classified Assistant scale
 Progress to the next highest rate in CA scale
 Sun remains outside the work week

Full-time employees who are top or above scale will receive the following increases
 Effective 3/4/2023 \$1.50
 Effective 3/2/2024 \$1.00

Hourly Minimum Meat Rates

	Effective	Effective	Effective
Classification	2022	3/5/2023	3/3/2024
Head Meat Cutter	\$28.94	\$30.44	\$31.44
Journeyman	\$27.94	\$29.44	\$30.44
Modified PT Meat Cutter**	\$17.50	\$19.00	\$20.00
		\$1.50	\$1.00

**Upon successful completion of a twelve (12) month program,
 Modified PT Meat Cutter will become FT Classified Assistant.

Meat Helper
 Employees who are below this scale, will place in at the new beginning of this scale.
 All others* place into the scale at the rate at least \$1.00 above current rate.
 Then progress to the next step annually.

Convert to Steps	Effective	Effective
	3/5/2023	3/3/2024
Step 1	\$21.00	\$21.00
Step 2	\$22.75	\$22.75
Step 3	\$24.50	\$24.50
Step 4	\$26.25	\$26.25
Step 5	\$28.33	\$29.33
	\$1.50	\$1.00

Service Meat Employees
 Employees who are below this scale, will place in at the new beginning of this scale.
 All others* place into the scale at the rate at least \$1.00 above current rate.
 Then progress to the next step annually.

	Effective	Effective	Effective
	2022	3/5/2023	3/3/2024
0-6 Months	\$13.25	\$18.00	\$18.00
6-12 Months	\$13.65	\$19.00	\$19.00
1-2 Yr	\$15.24	\$20.00	\$20.00
2-3 Yr	\$24.05	\$25.55	\$26.55
		\$1.50	\$1.00

Apprentice - does Employer use this classification? If not, eliminate

Full-time employees who are top or above scale will receive the following increases
 Effective 3/4/2023 \$1.50
 Effective 3/2/2024 \$1.00