



Chartered by United Food & Commercial Workers International Union
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March 13, 2020

Athar Bilgrami
Division H.R. Leader
King Soopers, Inc.
65 Tejon St.
Denver, CO 80223

Dear Mr. Bilgrami,

I write in furtherance of my communication to you of March 10, 2020 concerning the Coronavirus (COVID-19). During this unprecedented time, we all want to do what is right for our members, your employees, and the general public. We are all in this together. This is an extraordinary time and requires extraordinary cooperation.

We recognize the stress the pandemic has put on our members and your employees, and that overwhelming demand has emptied store shelves. Subject to the other terms set forth herein, the Local is willing to agree, on a non-precedent setting basis, and for not more than sixty (60) days from today, to the Company utilizing some third-party vendors to support stores, provided all additional hours and overtime are offered to our members before non-bargaining unit workers are offered bargaining unit work. We ask that this apply across contracts – all additional hours and overtime must be offered within the bargaining unit first, then to other bargaining units, and only then to third parties outside of Local 7 bargaining unit members. All employee hours must be scheduled in good faith – bargaining unit members should not be scheduled under 40 hours when additional hours are needed.

In return for this consent, the Company will provide a “one-off” sick leave grant of up to fourteen (14) additional days of paid leave for employees who are experiencing flu-like symptoms and are being tested for, or are diagnosed with, COVID-19. Although the Colorado Department of Labor and Employment issued the Colorado Health Emergency Leave with Pay Rules on March 11, 2020 calling for four (4) days, the prevailing recommendation for COVID-19 quarantine is fourteen (14) days. Thus, in order to ensure we are protecting your employees/our members and the general public and mitigating the spread of this pernicious virus, additional paid leave is necessary for the full duration of recommended quarantine. If an individual receives a negative COVID-19 test result and is well enough to return to work, he or she would then be entitled only to remaining sick leave permissible under the CBA, not the remainder of the fourteen (14) days, if any. In addition, the Company will not discipline employees for attendance resulting from COVID-19 related issues, including childcare needs as a result of school closures.

Further, to protect both Local 7 and King Soopers/City Market labor relations staff, we are asking you to commit, in writing, to a tolling agreement of sixty (60) days for all grievances, including, but not limited to, bargaining unit work, Instacart, and grievances regarding wage progressions, including any deadlines in the applicable collective bargaining agreements between the Local and your Company. Specifically, we propose that any deadlines for the filing and processing of grievances, including, but not limited to, the deadlines for holding Step 1, Step 2, Step 3 (if applicable), as well as any deadline to reduce grievances to writing, be suspended from March 16, 2020 through and including May 16, 2020, and that upon the conclusion of this period, all deadlines shall run from May 17, 2020. Solely by way of example, if a grievance must be filed within ten (10) days of an occurrence, and that occurrence happens on March 20, 2020, the deadline to file the grievance shall be ten days from May 17, 2020. We want to protect our members and staff, and we assume you wish to do the same to your employees.

Mr. Athar Bilgrami

March 13, 2020

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Relatedly, I want to reiterate your obligations under the Colorado Health Emergency Leave with Pay (“Colorado HELP”) Rules (7 CCR 1103-10) issued by the Colorado Department Labor and Employment on March 11, 2020. These rules require, in relevant part:

3.1 Any employer engaged in the field of leisure and hospitality, food services...home health care...operating a nursing home, or operating a community living facility shall provide up to four days of paid sick leave for an employee (A) with flu-like symptoms and (B) who is being tested for COVID-19. The paid sick leave ends if an employee receives a negative COVID-19 test result.

...

3.2 These rules do not require an employer to offer additional days of paid sick leave if it already offers all employees an amount of paid leave sufficient to comply with Rules 3.1. However, an employee who already exhausted his or her paid leave allotted by the employer but has flu-like symptoms and is being tested for COVID-19, is entitled to the additional paid sick days provided by Rule 3.1).

...

3.3 [For] paid sick leave covered by these rules, pay shall provided (A) at the employee’s regular rate of pay . . . including all forms of wages and compensation. . . , and (B) for the employee’s regularly worked hours. To the extent that employee’s rate of pay or hours worked had varied before the absence for illness, pay shall be in the amount of the employee’s average daily pay for the preceding month.

...

3.4 (Notwithstanding the requirement of the family medical leave act (“FMLA”)), no employer may terminate an employee for an inability to provide documentation to an illness covered by these rules, and (B) FMLA provisions do not narrow the rights and responsibilities by these rules.

7 CCR 1103-10

Finally, as requested in my March 10, 2020 letter, please confirm in writing that you will commit to join with the Local in adhering to the latest CDC Guidelines with regards to minimizing the likelihood of infection from the virus. Given the constant rate at which things are changing, it is critical that we work together to keep apprised of the latest recommendations as the nation and the specialists learn more about this pandemic. We owe this much to your employees/our members and the general public.

As we all learn more, the parties will agree to discuss in good faith additional extensions of this agreement and the tolling agreement, as well as any other extensions of other deadlines and dates already set, if necessary.

These agreements between the parties would be on a non-precedent setting basis and would in no way be used to commit either side to such an action in the future. Each party would retain all other legal positions and defenses.

If you have any questions or concerns, please do not hesitate to contact me. I look forward to hearing from you immediately concerning these time-sensitive issues.

Sincerely,



Kim C. Cordova
UFCW Local 7 Union President
International Vice President

cc: Steve Burnham
Dan De La Rosa
Nicole Bergin
Officers & Directors
Milton Jones
Kate Meckler