

**AGREEMENT**

**Between**

**KING SOOPERS INC.,  
A DIVISION OF DILLON COMPANIES, INC.**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7,  
DENVER, COLORADO  
Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO**

**Store 86 (Clerks & Deli)**

**TERM: April 5, 2019 through January 8, 2022**

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A DIVISION OF DILLON COMPANIES, INC.**

and

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7,  
DENVER, COLORADO  
Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO**

**Store 86 – Clerks and Deli  
TERM: April 5, 2019 through January 8, 2022**

THIS AGREEMENT is made and entered into by and between KING SOOPERS INC., a Division of Dillon Companies, Inc., hereinafter referred to as the "Employer" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "Union".

### ARTICLE 1

#### RECOGNITION AND EXCLUSIONS

**Section 1.** The Employer recognizes the Union as the sole collective bargaining representative for all employees actively engaged in the handling and selling of merchandise, including part-time workers who work regularly one (1) day or more a week, and delicatessen employees, employed by the Employer in the grocery store located at 12167 Sheridan Boulevard, Broomfield, Colorado, but excluding all store managers, first assistant managers, associate managers, office and clerical employees, meat department employees, demonstrators, watchmen, guards, professional employees and supervisors as defined in the National Labor Relations Act as amended.

Store Managers, Assistant Managers and Field Merchandisers can perform all duties in the store without restriction.

Subcontracting is defined as a contractual relationship with another employer whereby employees of that employer perform the work of bargaining unit employees. A purchase order is not a subcontracting agreement.

## ARTICLE 2

### UNION SECURITY AND CONDITIONS

**Section 2. Union Membership.** It shall be a condition of employment that all employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in the Union. The provisions of this Article shall not become operative unless a State Labor Peace Act election is held wherein the required number of employees vote and approve a Union security clause.

**Section 3. Delinquent Members.** Whenever the Union requires the Employer to discharge any employee for failure to join or maintain his membership in the Union in accord with the terms of this Article, the Union agrees to furnish the Employer an itemized copy of the delinquent's account with the Union together with a written request for discharge. The Employer will discharge any employee who falls within the bargaining unit as described in Section 1 hereof within ten (10) days after the receipt of said written request for discharge, unless, within said ten (10) day period, the delinquent employee pays or tenders his delinquent initiation fee (or uniform reinstatement fee, where applicable) and/or delinquent union dues to an authorized agent of the Union.

## ARTICLE 3

### CHECK-OFF

**Section 4.** The Employer agrees to deduct the weekly union dues (including initiation fees for new employees) and uniform assessments, from the net amount due each employee in the bargaining unit as described in Section 1 hereof who has furnished the Employer (either directly or through the Union) with an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is understood that the check-off authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke his individual check-off authorization upon giving thirty (30) days' written notice to the Employer and the Union.

**Section 5.** The Employer agrees to remit all such deductions to the President of the Local Union within ten (10) days after the last pay period of each month.

**Section 6. ABC Checkoff.** The Employer agrees to deduct amounts designated by employees for the Active Ballot Club when the Employer has been furnished an individual written authorization for making such deductions on a form

mutually agreed upon between the Employer and the Union. It is agreed that the ABC authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke his ABC checkoff authorization upon giving thirty (30) days written notice to the Employer and the Union.

#### **ARTICLE 4**

#### **NEW EMPLOYEES, TRANSFERRED EMPLOYEES, PROMOTED OR DEMOTED**

**Section 7.** When an employee is hired for a job or transferred or promoted or demoted into a bargaining unit job as described in Section 1 hereof, the Employer agrees within three (3) days to fill out a mutually agreeable form in triplicate, which advises the employee of his obligation to join the Union. One (1) copy of this form will be given to the employee and one (1) copy will be mailed to the Union in a stamped, addressed envelope provided by the Union.

**Section 8. Completion of Forms For Benefit Programs.** At the time of hiring, the Employer will advise each such employee of the fact that he must become a member of the Union within thirty-one (31) days and must remain a member of the Union as a condition of employment during the life of this Agreement. The Employer will likewise furnish each such employee with the address of the Union office and name of the Union representative. **The Union application forms, furnished by the Union to the Company, will be provided to the employee during the completion of the new hire paperwork.** **Section 9. Off Premise Training.** Any employee who has completed his probationary period and who is sent to an off-premise training program shall not have his rate of pay reduced, and, if subsequently reclassified, shall receive the appropriate rate for the new classification. The rate of pay for attendance at the Employer's off-premise training school shall be no less than the minimum hourly rate set forth in the labor Agreement.

#### **ARTICLE 5**

#### **RIGHTS OF MANAGEMENT**

**Section 10.** The Employer retains the right to manage the store or stores, to direct the working forces, and to make necessary reasonable rules and regulations for the conduct of business, providing that said rules and regulations are not in conflict with the terms of this Agreement in any way, and to establish reasonable standards of dress.

**Section 11.** Nothing in this Agreement shall be construed to prevent the Employer from placing cash registers in the Deli Department of the store and from assigning the employees of such department to operate the register.

**ARTICLE 6**  
**DEFINITIONS OF CLASSIFICATIONS**

**Section 12.** For the purposes of this Agreement, the terms set forth below shall have the following meanings:

- a. **DEMONSTRATORS.** The duties of demonstrators shall not include work normally done by employees covered by this Agreement.
- b. **ASSISTANT STORE MANAGER.** An Assistant Store Manager and/or Associate Store Manager is an employee who serves in the capacity of the manager in the absence of the regular manager. Store Managers and Assistant Managers can perform all duties in the store.
- c. **HEAD CLERK.** A Head Clerk is an employee who has been assigned by the Employer to direct or supervise the work of others. The mere fact that two (2) persons work together does not mean that one is a Head Clerk. The intent of the Head Clerk classification shall not be used to circumvent this Agreement. The Grocery Back Door Receiver shall be a Head Clerk position.

**Bargaining Note:** It is understood and agreed that Head Clerk positions are filled at management's discretion and that the Grocery Receiving Head Clerk would be filled on the same basis as the Employer fills other Head Clerk positions and with the further understanding that existing grocery receiving clerks would need to apply and be selected for such position.

- d. **PRODUCE DEPARTMENT MANAGER.** A Produce Department Manager is defined as the one employee in a store who manages the operation of the Produce Department under the supervision of the Store Manager.
- e. **BAKERY DEPARTMENT MANAGER.** The Bakery Department Manager is the employee in each store who is directly responsible to the Employer for the operation of the Bakery Department. This shall not be construed as meaning that the Employer is required to designate a Bakery Department Manager for the Bakery Department in each store which has a Bakery Department, inasmuch as the Employer may not choose to assign the managerial responsibilities to any employee within the Department, depending on the set-up in the particular store, the size of the Department, etc.
- f. **CUSTOMER SERVICE CLERK.** A Customer Service Clerk's duties shall include the pricing, handling, displaying, selling and stocking of those items generally considered as non-food, general merchandise or drug merchandise; all work in conjunction with the operation of the fuel center

without restriction including, but not limited to, the stocking, handling and checking of food items; the operation of the currency booth and customer service counter; all work associated with the salad bar except any higher-rated employee in either the Retail Clerks or Meat Agreements may perform work in the salad bar; all work in the floral department; delivery driver work as assigned; and, home shop/ eCommerce work as assigned.

- g. NUTRITION CLERKS. A Nutrition Clerk is a clerk with special skills and education qualifying them to engage in sales and marketing related to the area of nutritional food products.

It is understood that the Nutrition Clerk will only be assigned in a store having a separate "Nutrition Department" and will only handle merchandise offered for sale in the Nutrition Department.

- h. CHEESE STEWARD. In delicatessens with an expanded cheese selection the Employer may employ and designate an employee as a Cheese Steward. The addition of a Cheese Steward to any delicatessen shall be at the Employer's discretion. A Cheese Steward must possess education and/or training sufficient to give them a broad range of knowledge with respect to the varieties of cheeses sold in the delicatessen. Cheese Stewards may perform all work in the delicatessen.

- i. MANAGER TRAINEES. Manager Trainees are defined as employees identified and selected by Management to be trained for store management responsibilities. Said Trainees shall be permitted the necessary flexibility to adequately prepare for store management. This will necessitate their access to all retail and meat departments existent in the store.

Hours worked by Management Trainees shall not affect hours worked by permanent bargaining unit employees. Hours allocated to Manager Trainees shall not be included in hours chargeable to store operations as relates to allocated store hours.

- j. ASSISTANT DELICATESSEN MANAGER. Assistant Deli Managers may be designated at the discretion of Management and is not a required classification.

- k. DELICATESSEN EMPLOYEES. The work allotted to employees falling in the classification of "Deli Employee" shall be strictly confined to packaging, preparing, selling and pricing all items offered for sale in this department. Such work shall also include use of tools of the trade and such cleanup and other work associated with the practical operation of the department.



Delicatessen Department employees may operate a cash register in the Delicatessen Department and continue to perform those duties as they have in the past.

- I. **COURTESY CLERK DUTIES.** The duties of a Courtesy Clerk are limited to facing of shelves, checking of code dates, sorting, bagging, and packing of sold merchandise, carrying and loading of sold merchandise, floor maintenance anywhere in the store, cleaning of parking lot and other adjacent areas outside the store, cleaning all areas in the store, collecting and disposing of trash and rubbish, repair and maintenance work, collecting shopping carts, the hanging and removal of signs and decorations (it is understood that Courtesy Clerks may hang signs from the ceiling containing prices), washing windows, returning unsold merchandise to shelves or point of disposal (including salvage, reclamation, shop back and abandoned merchandise), removing merchandise from the shelf which is damaged or abandoned, removing merchandise from the shelf and replacing merchandise to the shelf in the case of equipment breakdown or housekeeping, performing price checks, handling of recycling, sorting, counting and stacking of empty containers and the placement of such containers in areas designated by the Employer and the issuing of customer refund slips related to such returns, all work connected with the selection of customer purchases from the sales floor (including the storage and retrieval thereof), the delivery of merchandise (in such instance, the employee shall receive the customer service clerk rate of pay), and the filling of supply items throughout the store.

The Employer may temporarily assign any employee within the bargaining unit, including Courtesy Clerks, without regard to seniority, to assist with seasonal demands in the Floral Department. Such employee shall receive hours not claimed by regular Floral department employees in the store. Such employees shall not be assigned more than thirty (30) days from their most recent assignment date.

**Section 13. Work Between Classifications.** It is understood that employees may perform incidental work in another classification without violating this Agreement. It is further agreed that where registers are placed within a department (including departments not covered under this Agreement and including employees of the customer service center) that the employees of such department shall be allowed to operate and handle sales of merchandise presented by customers at such register. Notwithstanding, any employee of a higher classification can be assigned work in a lower classification without restriction. Production Bakers and Cake Decorators (including non-Retail Clerks bargaining unit Production Bakers and Cake Decorators) may perform Bakery Clerk work, provided that such employees do not replace a scheduled Bakery Clerk shift.

Delicatessen, Coffee, and Cheese Clerks, and the department managers (Deli Manager, Assistant Deli Manager, Coffee Lead, and Cheese Steward) can perform all work in the bakery.

Bakery Clerks and the department managers (Bakery Manager and Assistant Bakery Manager) can perform all work in the Delicatessen, Coffee, and Cheese Departments.

Bargaining Note: Bakery Clerks are not permitted to work in the Meat and Seafood/Butcher Block Department

**Section 14. New Classifications.** When a new job is created by the Employer, the Union shall be notified immediately, and a new wage rate of such job shall be determined by the Employer and the Union.

**Section 15.** To accommodate the Company's family tree product alignment, modify the contract language to reflect the following item change in department:

- Baby food, water and related items may be ordered, stocked and handled by General Merchandise department.
- Candy, gum, seasonal candy and related items may be ordered, stocked and handled by General Merchandise department.
- Pet treats, grooming and related items may be ordered, stocked and handled by the Grocery department.

## **ARTICLE 7**

### **RATES OF PAY**

**Section 16.** The minimum wages for the indicated classifications shall be as set forth in Appendix "A" attached hereto, and by this reference made a part hereof.

**Section 17.** Part-Time employment shall be computed in accord with the appropriate hourly rates set forth in Appendix "A" attached hereto, and by this reference made a part hereof.

**Section 18.** Employees must actually work the hours set forth in Appendix "A" before progressing to the next wage bracket, except as otherwise provided in this Agreement.

**ARTICLE 8**  
**PRIOR EXPERIENCE**

**Section 19.** In applying Sections 16 and 17 of Article 7 of this Agreement to any newly-hired employee, the Employer will give recognition to the verified number of hours of actual work experience on a comparable job which said newly-hired employee may have performed within the previous ten (10) years for any other employer listed in Appendix A, Prior Experience Matrix. **Service in the United States military or National Guard shall be given credit for one thousand and forty (1,040) hours per year of service, capped at four thousand, one hundred and sixty (4,160) hours. This section shall only apply to newly-hired employees upon ratification.**

Any grievance over recognition given an employee for comparable work experience at the time of his employment must be filed pursuant to the terms and conditions of the grievance procedure of this Agreement (excluding the employee's trial period).

Any employee shall receive upon request to his employer or former employer, the following information: Date of hire, date of termination, total hours worked in retail store unless such hours worked shall exceed six thousand five hundred (6,500) and then such fact shall be stated. The employee must show evidence of employment in the grocery industry before making such request.

**ARTICLE 9**  
**SCHEDULING AND ASSIGNMENT OF HOURS**

**Section 20. Work Schedules and Hours.** Management retains the right to determine the number of hours, and start times of each shift, to be worked within each department and store. Daily scheduled shifts shall not be less than four (4) hours or more than eight (8) hours, at straight-time.

Not later than ten (10) days prior to the start of any workweek, management shall post a list of shifts for each department. Non-management employees shall be allowed to select their schedule from the posted list of shifts for which they are qualified to perform, in seniority order, within their department. Full-time employees shall select first, followed by part-time employees. No employee shall be allowed to select a schedule that will result in overtime or other penalty provisions, unless expressly authorized by management. The Employee's selection shall be recorded on a master work schedule. Employees shall not be permitted to select a portion of a shift. Prior to the start of the selection process, management shall identify approved vacation requests on the schedule.

Management may allow employees of one department to select shifts in another department. In this event, the employee must be qualified as defined herein, to perform

the work of the other department. In addition, management reserves the right to assign, at its discretion, employees to, and designate the starting times of, any ordering shift.

Employees must immediately make their shift selections at the time directed by management. If an employee fails to promptly select, management shall select on behalf of the employee based on the employee's last written scheduling preference request. In this event, the employee waives all rights to grieve management's scheduling selection.

Unless otherwise approved, or as the result of a reduction in hours, no full-time employee shall select less than forty (40) hours and no part-time employee shall select less than twenty (20) hours per week.

Management may require junior employees to select a specific number of shifts so as to facilitate the selection of all shifts from the list. In the event an employee is left with less than minimum hours, but has not been zeroed out, management may pull shifts in reverse seniority order from senior employees to get such employee to minimum hours, or management may elect to zero such employee out and assign any remaining hours in seniority order to senior employees.

The master schedule must be completed and posted by 9:00 AM on Friday prior to the start of the next workweek. Such schedule shall not be changed by management for that workweek except where such change is predicated on circumstances beyond the control of management such as sickness, injury, leaves of absence, vacations, jury duty, funeral leave, significant fluctuations in sales volume, utility failure or Acts of God. Nothing in this section should be construed as preventing management from calling in employees for extra work outside of the posted schedule, from requiring overtime work outside of the posted schedule, or from bringing in additional employees where it appears advisable in the opinion of management. If the schedule is changed pursuant to this section, and hours are reduced, then the master schedule shall be re-bid downward, from the point of the schedule change. If hours are added, such hours shall be assigned as provided in the additional hours section of this Agreement.

Part-Time Courtesy Clerks shall be scheduled for at least minimum hours, if available, at management's discretion.

For purposes of this Article; non-management positions are defined as those below the level of Department Head, Assistant Department Head and Head Clerk. Time spent by employees selecting shifts shall not be considered compensable work time, but, notwithstanding, management may permit employees to select shifts on Company time. To be considered qualified, the employee must have worked in the job assignment for a minimum of six (6) months within the last two (2) years. However, employees shall be qualified grocery/GM stocking or checking position if the employee has worked a minimum of three (3) months as a checker or stocker within the last three

(3) years. Training hours, as designated by management, shall not be subject to selection by employees.

**Section 21. Department Bidding.** The Company shall allow during the first fifteen (15) days of February, to be effective the first workweek in March, and the first fifteen (15) days in August, to be effective the first workweek in September, non-management employees to bid within their classification and store to another department. Management retains the right to determine the number of full-time and part-time positions in each department. If a senior employee from a department bids into another department, the least senior employee in the classification and status affected shall be moved to the department vacated by the bidder. Employees may not bid into a department if such bid will result in the displacement of a booth, dairy, service desk, order, produce or frozen food clerk, unless the bidding employee has been previously classified as, trained for and work, for six (6) months or longer within the last two (2) years, in such position. Produce clerks may not bid out of the produce department unless an employee with the same status, who is qualified as described herein, has requested bid into the produce department. The Employer agrees to provide training to qualify an employee to bid into another department as a grocery/GM stocker or as a checker.

**Section 22. Additional Hours.** Management shall post a weekly additional hours request list. Employees interested in working additional hours must sign and designate the days they are interested in working additional hours on such list by midnight of the Saturday prior to the start of the applicable workweek. When additional hours become available, management shall contact, in seniority order, employees who have requested to work on the day indicated on the request list and offer them the hours. If the hours cannot be assigned to the employees requesting them, management may fill the hours at its discretion. Nothing in this section shall be construed to require management to assign hours at overtime or to employees who have not made a request to work additional hours. The Company would use its best efforts to give employees at least one (1) hour notice if an employee is required to work beyond the end of their scheduled shift.

**Section 23. Temporary Advancement.** When an employee is required to perform work in a higher classification, he shall receive the higher rate, based on his experience, but if required to perform work in a lower classification, he shall retain his regular rate, except in the case of actual demotion, when the employee shall receive pay according to his classification and experience.

**Section 24. Reduction of Hours. Part-Time Employees:** If a part-time employee is zeroed out as a result of the selection of shifts, such employee shall be given layoff rights pursuant to the contract. However, if the average of all part-time employees within the classification and department is twenty-four (24) or more hours (including hours paid for vacation, sick, funeral, unworked holiday and jury duty pay) management may elect to pull hours, in reverse seniority order, from senior employees to maintain the bottom twenty percent (20%) (or three (3) employees whichever is

greater) of employees within the classification and department at minimum weekly hours. An employee electing to displace pursuant to the layoff procedure shall assume the selected schedule of the employee he is bumping until he is able to select for the next workweek.

**Full-Time Employees:** Management shall not write a schedule of shifts that would result in a full-time employee being unable to select a forty (40) hour schedule (thirty-two (32) hours in a holiday week) unless the average scheduled hours (including hours scheduled and paid for vacation, unworked holiday, jury, sick, and funeral pay) of all part-time employees within the classification and department is twenty-four (24) hours or less for the involved workweek. A full-time employee unable to select a forty (40) hour schedule, shall in their second consecutive week of such reduced hours, be allowed to exercise his/her seniority to claim the schedule of the least senior full-time employee in the classification within the bargaining unit who is working a forty (40) hour schedule. It is understood that the employee may exercise his/her seniority to bump any time between the second and eleventh week of reduction. The employee whose schedule is claimed under this procedure shall immediately be assigned the schedule of the claiming employee, or be allowed to step-down to part-time status and displace the least senior part-time employee in their store.

The parties agree that no employee assigned as full-time on May 11, 1996, shall have his hours reduced to less than forty (40) hours as the result of this provision, unless all part-time employees in the classification have had their scheduled hours reduced to twenty-four (24) hours or less. Such full-time employee shall have his hours reduced to twenty-four (24) or less before any other full-time employee protected under this paragraph is reduced.

**Full-Time Employees-Competitive Openings:** During the first sixty (60) days following a competitive opening, management may elect, in lieu of reducing hours as provided above, to layoff full-time employees to maintain the same proportion of full-time employees to part-time employees the store averaged in the month prior to the competitive opening. In the event of a layoff, the displaced employee shall be given the following options:

1. Displace the least senior full-time employee in the bargaining unit, or
2. Step-down to part-time and displace the least senior part-time employee within the classification and store.

Employees displaced by the full-time reduction under this procedure shall be given their layoff options pursuant to the layoff language of this Agreement.

It is understood that the provisions of this section shall apply only to those classifications impacted by a competitive opening.

**Section 25. Vacation Scheduling.** The Employer retains the right to determine the number of employees who may be on vacation at any given time. A minimum of two (2) employees per store can be on vacation at any time except for any week in which a holiday covered under this contract, Mother's Day and Valentine's Day as well as the week before. However, in no event shall it be less than one (1) person per store. If a dispute develops between employees as to vacation preference, seniority shall govern within the department. Any vacation weeks that become available after the posting of such roster shall be offered by seniority within the classification and store.

The Employer will post a notice December 1 of the prior calendar year, and the employees will sign the roster as to their choice of vacation. This list will remain posted for selection until January 31 of each calendar year.

Any employee who fails to sign such roster prior to January 31 will be permitted to take vacation at a time that will not interfere with the other employees' established vacation period(s).

When the vacation dates have been established, they will not be changed unless mutually agreeable between the employee and Employer.

Vacation calendar period commences on March 1 of each year to the last day of February the following year.

Notwithstanding the above, employees who voluntarily transfer to another store or department after their vacation has been selected are subject to having their vacation rescheduled.

On a basis agreeable to both the Employer and employee, employees shall be allowed to schedule vacations from mid-week to mid-week. For purposes of this provision, mid-week shall be defined as a vacation starting and stopping Tuesday, Wednesday or Thursday. An employee shall be considered to have met the minimum scheduling requirements of this Article if the total of the hours worked and paid for vacation (and unworked holiday if applicable) for the two workweeks involved is equal to eighty (80) for a full-time employee, forty (40) or more for a part-time employee.

## **ARTICLE 10**

### **NO REDUCTION IN PAY**

**Section 26.** No employee shall suffer any reduction of present hourly pay because of the adoption or through the operation of this Agreement, nor shall be reclassified to defeat the purpose of this Agreement unless otherwise agreed between the parties.

**Section 76.** The Employer shall not raise or subsequently lower hourly rates of pay for classifications covered by this Agreement without the mutual consent of the Union.

## **ARTICLE 11**

### **OVERTIME**

**Section 28.** Overtime compensation at the rate of time and one-half (1-1/2x) the employee's base hourly rate of pay shall be paid under the following conditions:

- a. For all time worked in excess of eight (8) hours in any one (1) day.
- b. For all time worked in excess of forty (40) hours in any one (1) work week as described above.
- c. For hours worked prior to an employee's scheduled starting time when less than eight (8) hours has elapsed since his last previously scheduled quitting time. (There will be at least eight (8) hours between each employee's scheduled quitting time and his next scheduled starting time.)
- d. For all hours scheduled and worked on the sixth and seventh day in a work week by part-time employees who work less than forty (40) hours in that work week. No employee shall be permitted to claim additional hours or schedules which would provide a six (6) or seven (7) day schedule during a work week.

**Section 29. No Pyramiding of Overtime.** It is understood and agreed that there shall be no pyramiding of overtime and premium pay for the same hours of work.

## **ARTICLE 12**

### **SUNDAY PREMIUM**

**Section 30.** The premium rate for work performed on Sunday as such shall be one and one-fourth times (1¼x) the employee's regular straight-time rate of pay (exclusive of Courtesy Clerks). The Sunday premium, for hours worked up to eight (8) shall in no instance be offset against any weekly overtime which may be due under subparagraph b of Section 28 because of the fact that the employee worked over forty (40) hours in the particular workweek. The Sunday premium shall not be averaged into the employee's straight-time rate for the purpose of determining the rate upon which daily or weekly overtime is based in any work week under Section 27 hereof. Employees hired on or after March 6, 2005 shall not be eligible for Sunday Premium.

**Section 31.** An employee whose straight-time scheduled shift begins on Saturday and continues beyond midnight on Saturday shall receive Sunday Premium



Pay for those hours worked on Saturday, and such shifts in their entirety shall be the first shift of the new work week.

**Section 32.** In those situations where an employee's straight-time scheduled shift begins at or after 8:00 PM on Saturday and continues beyond midnight on Saturday, the Employer shall not reschedule or reduce the hours of such employee for the sole purpose of avoiding the payment of such Sunday premium, though it is recognized that changes in the schedule may be necessitated by changes in business operations.

**Section 33. Courtesy Clerk Sunday Premium.** Courtesy Clerks shall receive a premium of fifty cents (\$0.50) per hour for all work performed on Sunday.

### **ARTICLE 13**

#### **TRAVEL BETWEEN STORES**

**Section 34.** When an employee is transferred from one store to another store during his workday, reasonable time spent in traveling between said stores shall be considered as time worked. Assigned travel between stores in the employee's personal vehicle shall be reimbursed in the amount established by the Employer for reimbursement to its non-bargaining unit employees (but not less than the IRS rate), exclusive of travel to and from the employee's home. No employee will be required to use his personal vehicle to conduct Company business.

Before an employee is permitted to use their personal vehicle for company business, the employer shall have the employee sign a statement acknowledging their risk and certification of a valid driver's license and insurance coverage.

### **ARTICLE 14**

#### **NIGHT PREMIUM**

**Section 35.** A premium of one dollar (\$1.00) per hour shall be paid for all work performed between the hours of 12:00 midnight and 6:00 am to all employees (excluding Courtesy Clerks). Employees whose shifts are scheduled to end at 12:00 midnight need not be paid any premium under this Section, even where it is necessary for them to remain on the job for a short period in order to complete their work, provided that such additional period does not exceed fifteen (15) minutes.

All Courtesy Clerks shall receive twenty-five cents (25¢) per hour in addition to the hourly rate for all work performed between the hours of 12:00 midnight and 6:00 am.

Night premium shall not apply where the employee is working at overtime or on Sunday or on a holiday.

## ARTICLE 15

### HOLIDAYS AND HOLIDAY PAY

**Section 36.** All employees hired on or before March 5, 2005 who have completed their probationary period shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Such employees shall be entitled to two (2) personal holidays, which must be requested two (2) weeks in advance and approved by the Store Manager.

All employees hired on or after March 6, 2005 who have completed their probationary period shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved: Thanksgiving Day and Christmas Day; beginning in 2016, Fourth of July and beginning in 2017, New Year's Day. After two years of service such employees shall be entitled to one (1) personal holiday, two (2) personal holidays after three (3) years of service and three (3) personal holidays after four (4) years of service, which must be requested two (2) weeks in advance and approved by the Store Manager.

The employer may operate its stores, at its sole discretion, on any of the holidays recognized by this agreement.

**Section 37. Personal Holidays.** To be eligible for personal holidays during each calendar year, an employee must be on the payroll as of January 1 of each year. Such holidays must be taken during the respective calendar year. An employee whose employment terminates prior to having taken his personal holiday or who fails to take his personal holiday in the calendar year shall not be entitled to holiday pay. In the event an employee fails to schedule his personal holiday by October 1 of the calendar year, the Employer will select a date and schedule such employee for his remaining personal holidays for that year. Further, personal holidays shall be granted by seniority, classification and store.

**Section 38. Holiday Pay for Full-Time.** As pay for an unworked holiday, regular full-time employees will be paid at straight-time for the number of hours they would normally have worked on the day in question, but not to exceed eight (8) hours. If the holiday falls on a day which would normally have been such employee's scheduled day off, he shall be paid eight (8) hours at straight-time as pay for the unworked holiday.

**Section 39. Holiday Pay for Part-Time.** Holiday pay for part-time employees who have completed their probationary period, and who otherwise qualify, shall be based on the number of hours worked in the calendar week immediately prior to the week in which the holiday occurs, divided by five. Provided the employee actually performs work in the calendar week immediately prior to the Holiday week (unless on vacation or receiving sick pay for time not worked during such week or during the first

thirty (30) days of an absence for which an employee is receiving Workmen's Compensation), an employee shall not receive less than three (3) hours holiday pay.

**Section 40. Qualification for Unworked Holiday Pay.** In order to qualify for pay for an unworked holiday, an employee otherwise eligible for such pay under the terms of this Article must work his regularly scheduled day immediately preceding the holiday, the holiday if scheduled, and his regularly scheduled day immediately following the holiday, unless he has been previously excused from such work by the Employer or unless he was prevented from so working due to a bona fide illness. In any event, the employee must perform work during the week in which the holiday occurs, unless on vacation, or receiving sick pay for time not worked during the week in which the holiday occurs, or during the first thirty (30) days of an absence for which an employee is receiving Workmen's Compensation.

**Section 41.** An unworked holiday, even though paid for under the terms of this Article, shall not be counted as a day worked for the purpose of computing overtime pay in a holiday workweek.

**Section 42. Premium Pay for Holiday Work.** For employees hired on or before March 5, 2005, when a holiday is worked, the employee shall be paid one and one-half (1½) times his/her normal hourly rate of pay, in addition to the holiday pay provided herein. For employees hired on or after March 6, 2005, when a holiday (as defined above for such employees) is worked, the employee shall be paid one dollar (\$1.00) per hour worked.

## **ARTICLE 16**

### **VACATIONS**

**Section 43.** All regular full-time employees, and all part-time employees, who were hired on or before March 5, 2005 and who have worked eight hundred and thirty-two (832) or more hours in their anniversary year, covered by this agreement, shall receive one (1) week's paid vacation after one (1) year's service, two (2) weeks' paid vacation after two (2) years' service, three (3) weeks' paid vacation after five (5) years' continuous service, four (4) weeks' paid vacation after twelve (12) years' continuous service and five (5) weeks' paid vacation after twenty (20) years' continuous service, **four (4) weeks' paid vacation after twelve (12) years' continuous service.**

All regular full-time employees, and all part-time employees, who were hired on or after March 6, 2005 and who have worked one thousand forty (1,040) or more hours in their anniversary year, covered by this agreement, shall receive one (1) week's paid vacation after one (1) year's service, two (2) weeks' paid vacation after three (3) years' service, three (3) weeks' paid vacation after eight (8) years' continuous service.

Such vacation shall be paid at straight-time rates. The number of hours for which such employees shall be paid for a vacation week shall be the average number

of weekly hours worked during the twelve (12) months immediately preceding the employee's anniversary date of employment not to exceed forty (40) hours pay for each week of vacation. Hours paid for vacations, holidays and sick leave shall be considered as hours worked for the purpose of computing vacation amounts.

**Section 44.** Effective the first Sunday following execution of this Agreement, the Employer will convert the employees' weekly vacation allotment to a daily vacation allotment by multiplying the number of weeks of vacation due by five (5). The hours paid for each day of vacation will be based on the average weekly hours of vacation as calculated in Section 42 divided by 5. Employees may be allowed to take vacation one (1) day at a time subject to approval by the Employer and based on the following requirements:

1. Daily vacation may not be scheduled through the annual sign-up procedure.
2. Daily vacation must be requested of the Store Manager in writing by Tuesday prior to the posting of the schedule for the week in which the time off is requested.
3. Employees may not receive more than five (5) days' vacation pay in any calendar week.
4. Not more than one (1) week (five [5] days) may be taken one (1) day at a time per anniversary year.
5. Weekly vacation requests shall take preference over daily vacation requests.

**Section 45. Vacation Pay in Advance.** An employee who has earned vacation on the basis of having completed an anniversary year shall receive his vacation pay during the workweek immediately preceding the employee's vacation, provided the employee has requested such in writing at least two (2) weeks in advance of his vacation.

**Section 46. Holiday During Vacation.** If any one (1) of the holidays enumerated in Article 16 hereof falls during an employee's vacation, the employee shall receive an extra day's vacation pay because of it.

**Section 47.** A vacation may not be waived by an eligible employee and extra pay received for work during that period, unless agreed by the Union and the Employer. Vacations must be taken during each anniversary year.

**Section 48. Vacation Upon Lay off or Termination.** When an employee is laid off, or discharged, or leaves his place of employment, and at said time he is entitled to a vacation, he shall receive his vacation wages at the time of the layoff or discharge, or at the time he leaves his place of employment. Provided, however, that if such

employee be discharged for proven dishonesty, he shall not be entitled to any vacation or vacation pay, whether the same has accumulated or not.

**Section 49.** In the event a regular full-time employee who has been employed two (2) years or longer voluntarily quits or is discharged for reasons other than proven dishonesty, such employee shall be paid pro rata vacation pay earned up to the time the employment relationship is severed.

#### **ARTICLE 17**

#### **MINIMUM WEEKLY SCHEDULE**

**Section 50.** No regular employee shall be scheduled for less than twenty (20) hours in a workweek, if the employee is available.

#### **ARTICLE 18**

#### **NO FREE WORK**

**Section 51.** It is intended that there shall be no "free" or "time-off-the-clock" work practices under this Agreement. Any employee found by the Employer or the Union to be engaging in such unauthorized practice shall be subject to discipline.

#### **ARTICLE 19**

#### **TIME CARDS**

**Section 52.** In stores where time cards are used, employees shall be required to punch their own time card immediately before beginning work and immediately upon ending work. No employee shall have the right to punch another employee's time card.

In stores without time clocks, time cards shall be filled in daily by each employee. Any employee punching or filling in another employee's time card shall be subject to immediate discipline.

#### **ARTICLE 20**

#### **SPLIT SHIFTS**

**Section 53.** There shall be no daily split shifts. A split shift is defined as two work periods separated by more than a normal meal period, but within eight (8) hours. Notwithstanding the above, store meetings which are covered elsewhere in this agreement shall under no circumstances be considered as a split shift.

**ARTICLE 21**  
**STORE MEETINGS**

**Section 54.** All time spent by an employee actually attending any store meeting where his attendance is required by the Employer shall be counted as time worked with a minimum of two (2) hours at the applicable rate of pay when an employee is called back for such a meeting. In the event the employee is required to attend more than two (2) meetings per calendar year, the call-in-provision in Article 23 shall apply.

**ARTICLE 22**  
**REPORTING PAY**

**Section 55.** Any employee able to render required services shall, if called for work, be guaranteed an amount equal to four (4) hours' pay at his straight-time rate of pay. Employees working in two (2) stores of the Employer in any one (1) day shall receive a full day's pay for such work.

Notwithstanding the above, students and Courtesy Clerks able to render required services shall, if called for work, be guaranteed three (3) hours' pay, provided the employee is able and available to work the three (3) hours.

**ARTICLE 23**  
**LUNCH BREAKS**

**Section 56.** Each employee who is scheduled to work in excess of five (5) hours in a day shall receive, on his own time, a one (1) hour lunch period, or, upon mutual agreement between the employee and the Employer, a one-half (1/2) hour lunch period at approximately the middle of his workday. Individual employees' change of lunch period from one (1) hour to one-half (1/2) hour, or vice versa, shall occur only at the beginning of a new work schedule.

Employees' scheduled lunch periods will be set forth on the schedule, but the parties recognize it may be necessary to alter the lunch period schedule due to the needs of the business.

**ARTICLE 24**  
**RELIEF PERIODS**

**Section 57.** The Employer will give employees a relief period of fifteen (15) uninterrupted minutes for each four (4) hour period worked, as near as practical to the middle of the four (4) hours. Notwithstanding the above, any employee whose work shift is seven (7) hours or more, shall receive at least two (2) rest periods.

When an employee is required to work ten (10) hours in a day, he shall be entitled to a third relief period.

## **ARTICLE 25**

### **PROBATIONARY PERIOD**

**Section 58.** The first sixty (60) calendar days of employment shall be considered a trial period, during which time an employee may be terminated for any reason and he shall have no recourse to the grievance or arbitration procedures set forth in this Agreement concerning such termination.

This probationary period may be extended an additional thirty (30) calendar days by mutual agreement between the Employer, employee and the Union.

## **ARTICLE 26**

### **SENIORITY**

**Section 59.** Seniority is the length of continuous employment with the Employer. Seniority shall be dated from the date the employee actually reports for work.

**Section 60. Seniority of Transferred Employees.** Employees transferring into the bargaining unit shall have no seniority rights during the thirty (30) calendar-day period immediately following such transfer. Upon completion of such calendar thirty (30) day period, all seniority acquired since the most recent hire date of the employee while in the employ of the Company shall be fully restored to the employee to be used for whatever purpose or rights he or she is otherwise entitled.

**Section 61. Termination of Seniority.** Seniority shall terminate for any of the following reasons:

1. Quit.
2. Justifiable Discharge.
3. Layoff of nine (9) months for employees with less than two (2) years of service; twelve (12) months for employees with two (2) or more years of service.
4. Failure to return to work in accordance with the terms of a leave of absence.

5. Failure to report for work upon recall after a layoff within five (5) days after date of mailing of recall notice sent by registered letter to the last address furnished in writing to the Employer by the employee.

**Section 62. Seniority Lists.** Bargaining unit seniority lists shall be provided to the Union no more than two (2) occasions during the calendar year, upon request by the Union.

**Section 63. Definition of Full-Time Employee.** A regular full-time employee is defined as an employee who has been hired as such or works forty (40) or more hours per week for at least four (4) consecutive weeks, in his home store, except for assignment to a forty (40) hour per week schedule as a result of the employee receiving any hours caused by other employees' absence for any reason. Scheduled hours of work voluntarily vacated by an employee (such as trading of hours) shall not be used for purpose of advancing an employee to full-time status. An employee who fails to maintain full-time status as a result of working less than forty (40) hours per week for reasons other than absence due to an approved leave of absence, or a reduced schedule resulting from an on-the-job injury for twelve (12) consecutive weeks shall be designated as a part-time employee.

*BARGAINING NOTE:* It is understood that for purposes of this provision, the definition of "absence" shall include such things as absence from work due to vacation, holiday, vacated shift, unexcused absence, funeral leave, jury duty, leave of absence and illness.

**Assignment to Full-Time Status.** When a full-time vacancy, other than a four (4) week at forty (40) hour opening defined in Section 63, occurs and the Employer determines that such vacancy shall be filled by a full-time employee, the job vacancy for non-management positions shall be filled by the assignment of the most senior qualified employee of the classification who has signed the current full-time request list as provided for in this Agreement. Should management be unable to fill such vacancy from the list, then such vacancy shall be posted within the affected store for seventy-two (72) hours and management shall offer the full-time assignment to the senior qualified employee of the store and classification who signed the posting before hiring off-the-street.

Four (4) week at forty (40) hour openings shall be filled by the most senior employee within the store and affected classification who has signed the full-time request list as set forth in this Agreement. Should management be unable to fill such vacancy from the list, then such vacancy shall be posted within the affected store for seventy-two (72) hours and management shall offer the full-time assignment to the senior qualified employee of the store and classification who signed the posting before hiring off-the-street.



Notwithstanding the above, the Employer may transfer a full-time employee from another store to fill a vacancy in lieu of advancing an employee to full-time status under this Article.

Employees may sign the full-time request list during the first fifteen (15) days of January and the first fifteen (15) days of July to be considered for advancement to full-time effective with the first workweek in February and August respectively. Such request shall state the specific store(s) in the bargaining unit that the employee desires advancement to full-time. The Employer will send the Union a copy of the new full-time request list.

If an employee is offered assignment to full-time status and accepts or declines the same, his/her request shall be voided.

The Employer shall not make assignments of full-time status to a probationary employee or to an employee on leave of absence.

**Section 64. Voluntary Reduction to Part-Time.** A full-time employee, who has requested and has been assigned a part-time schedule, shall immediately be classified as part-time.

**Section 65. Promotions.** The Employer agrees to make promotions to non-management, non-APC classifications to the most senior qualified employee within each store. Management will post a list of openings within the store on Monday. Employees may sign the posting and be considered for promotion. The posting shall remain posted through midnight Wednesday. The Company shall offer the promotion to the senior qualified employee within the store prior to hiring off-the-street. Floral clerks, Pharmacy Technicians, Bakery Production employees, and Cake Decorators may be assigned at management's discretion.

For purposes of this section, a promotion is an assignment to a classification which has a higher "journeyman" or "thereafter" rate than the classification being vacated by the involved employee.

For All Purpose Clerk (APC) positions, management shall fill the opening with the most senior qualified employee in the store who has previously signed the promotion request list as described below. An employee who is desirous of promotion to All Purpose Clerk (APC) may sign the promotion request list during the first fifteen (15) days of January and the first fifteen (15) days of July to be considered for promotion effective with the first workweek in February and August respectively. Such request shall state the specific stores in the bargaining unit the employee is desirous of promotion to. The employer will send the Union a copy of the new promotion request list.

If an employee is offered and accepts or declines the same, he/she will have his/her request voided. An employee accepting a promotion must hold such position for six (6) months before being eligible to sign up and accept another promotion.

The Employer shall not make promotional assignments to probationary employees or to an employee on a Leave of Absence.

**Section 66. Probationary Period for Promotions.** When any employee is promoted to a higher classification, he shall be on probation for thirty (30) calendar days if full time, forty-five (45) calendar days if part time. If an employee is unsuccessful during probation, the employee will be returned to his prior classification with regard to position and status.

**Section 67. Demotion for Just Cause.** Except under the provisions of Section 70, no employee shall be demoted from a higher classification without just cause.

**Section 68. Demotions and Step Downs.**

1. Whenever a member of the bargaining unit, classified as a Head Clerk, or above, is demoted, such employee may be returned to the classification and status (i.e., full-time or part-time) held when he/she accepted the bargaining unit position of Head Clerk or above, or the employee may exercise his/her seniority to claim a position in accordance with the current Full-time or Promotion Request Lists. It is understood that the employee must be employed for one continuous year in the bargaining unit prior to the demotion or step down or the employee shall be placed in the position of Courtesy Clerk.
2. Whenever a management employee, who is not a member of the bargaining unit, is demoted, or steps down into the bargaining unit, such employee may exercise his or her seniority, provided a vacancy (as defined in the collective-bargaining agreement) exists, to claim a position in the bargaining unit in accordance with the Full-time or Promotion Request Lists. For the purpose of this Section, the non-bargaining unit management employee shall be deemed to have full company seniority from the first day of assignment into the bargaining unit notwithstanding language set forth in the collective bargaining agreement establishing a thirty (30) day waiting period. It is understood that the employee must be employed for one continuous year in a store or facility covered by a collective bargaining agreement with Local No. 7 immediately preceding the demotion or step down or the employee shall be placed in the position of Courtesy Clerk.
3. This agreement shall not apply when Head Clerks or above are affected by a layoff (as opposed to a demotion or step down). Under such circumstances, the provisions of the collective bargaining agreement concerning layoff shall govern.

4. Notwithstanding the foregoing, it is understood that the demotion and step down of bargaining unit employees will be subject to the provisions of the collective bargaining agreements.
5. Whenever a member of the bargaining unit, in a lesser classified job than Head Clerk, is demoted, whether voluntary or involuntary, such employee may be returned to the classification and status (i.e. full-time/part-time) held when he accepted the current classification being vacated, or the employee may exercise his seniority to claim a position in accordance with the current Full-Time or Promotion Request Lists.

## ARTICLE 27

### UNSCHEDULED OVERTIME

**Section 69. Unscheduled Overtime Hours.** Daily overtime not previously scheduled shall be offered in seniority order within the department, the classification and the store, to the employees present when the need for overtime arises. Nothing herein shall be construed to require the scheduling of overtime when another employee's scheduled hours can be extended or part-time employees may be called in without overtime penalty. Hours unclaimed under this procedure may be assigned in reverse order of seniority among those employees within the department within the classification within the store present when the need for overtime arises.

Overtime assignments of four (4) hours or more may be filled by calling in employees, in seniority order, within the classification and the department on their non-scheduled day without violating this Section.

## ARTICLE 28

### LAYOFFS

**Section 70. Layoffs.** When a reduction in the workforce is necessary, as opposed to a reduction in hours, the following procedure shall be used:

Layoff will begin in departments (checker, day stocker, night stocker and produce for all-purpose clerk classification; general merchandise and grocery department for the general merchandise clerk classification) **as well as courtesy clerks** in the classification to be affected in reverse seniority order. The affected person shall be notified and given the following options:

- (a) Displacing a less senior employee in the same classification in the store, if the affected employee is qualified for such position.
- (b) Displacing the least senior employee within the same classification within the bargaining unit, if the affected employee is qualified for such

position, (with regard to booth assignments, floral designer [most senior by store] and pharmacy technicians, an employee must be qualified to exercise the rights herein).

- (c) Displacing the least senior employee in a lower classification within the same store, if the affected employee is qualified for such position. (With regard to booth assignments, floral designers [most senior by store] and pharmacy technicians, an employee must be qualified to exercise the rights herein.)
- (d) Accepting the layoff.
- (e) Employees on medical leave of absence, and subject to layoff, shall be placed on layoff until such time as they are released to return to work. The affected employees shall be given their layoff options immediately upon their release to work.

Such employee shall receive the rate of pay for any lower classification to which he moves under this procedure.

**Section 71. Employees Accepting a Lower Classification.** Laid off employees, and employees who accept a job in a lower classification in lieu of layoff, shall be recalled as needed, in order of seniority, to jobs they are qualified to perform. The Employer shall not hire a new employee or promote an existing employee into a position for which a laid off employee or employee who accepts a job in a lower classification is qualified and available to perform. Employees recalled from lay-off may refuse if the store being offered is more than ten (10) miles from their previous store. In such event, the employees will maintain recall rights.

**Section 72. Employees Accepting Lay Off.** An employee accepting a layoff, rather than accepting a job in a lower classification, may inform the Employer in writing at the time of the layoff of his desire to be recalled to a lower classification and such notification shall be honored when a vacancy occurs. The notice shall specify the lower classification to which the employee desires recall. It is understood that any employee on layoff from the classification where the vacancy occurs shall have preferential rights to such vacancy. Employees recalled from lay-off may refuse if the store being offered is more than ten (10) miles from their previous store. In such event, the employees will maintain recall rights.

## **ARTICLE 29**

### **TRANSFER FROM STORE TO STORE**

**Section 73. Transfers from Store to Store.** Transfers from store to store shall not be made or denied for capricious, arbitrary or discriminatory reasons. Employees desiring a transfer to another store within the bargaining unit, in order to be near their

residence, may indicate their desire for transfer in writing to their Store Manager. Such transfer requests will be considered at the time an opening occurs within their classification and status.

### **ARTICLE 30**

#### **LEAVES OF ABSENCE**

**Section 74. Sickness, Injury or Pregnancy.** Leaves of absence shall be granted for up to eighteen (18) months without pay when an employee with three (3) months of continuous service is unable to work because of bona fide sickness, accident, disability, or pregnancy. However, in the event such an employee is unable to return to work at the end of eighteen (18) months of his/her leave period, he/she shall be entitled to an additional leave of six (6) months if he/she submits satisfactory medical evidence that he/she will be able to return to duties within his/her classification within the said additional period.

**Section 75. Leave of Absence for Care of Newborn or Adopted Child.** For employees with one (1) year of continuous service in the bargaining unit, a Leave of Absence for either parent shall be granted without pay for a period of up to twelve (12) months for the purpose of Newborn or Adopted Child Care. The employee shall be guaranteed reinstatement in accordance with his seniority. An employee who wishes to change his or her date of return to work shall notify the Store Manager two (2) weeks in advance and shall be returned to work as set forth above. The Leave of Absence for either parent must end no later than twelve (12) months from the date of birth or date of adoption. The Employer may require verification of the parent relationship to the newborn or to the adopted child.

**Section 76. Leave of Absence for Family Care.** A family care leave, without pay, shall be granted, upon request by an employee for a total of up to six (6) consecutive months within a two (2) year period. The employee requesting the leave must have a minimum of one (1) year continuous service in the bargaining unit at the time of the request. The employee shall be guaranteed reinstatement in accordance with his seniority at the end of his leave. Any employee who wishes to change his or her date to return to work shall notify the Store Manager two (2) weeks in advance of the date they intend to return. The purpose of this leave shall be to care for seriously ill family members **or to address issues that arise from the military deployment of a family member.** For the purpose of this leave, "family members" shall be:

1. Spouse and parents of the employee.
2. Biological or adopted unmarried children under nineteen (19) years of age and full-time students up to age twenty-three (23).
3. A child of any age who is incapable of self-support.
4. Any relative residing in the employee's home and dependent upon the employee for care.

The employee shall be required to present satisfactory evidence of serious illness of the family member, the expected duration of the absence, and the reason for the employee's involvement.

**Section 77. Personal Leaves.** Leaves of absence without pay for reasonable periods not to exceed thirty (30) days may be granted by the Employer to employees who have completed one (1) year of service for other reasons mutually agreed to between the Employer and the employee. The thirty (30) day period may be extended by an additional thirty (30) days by mutual agreement between the Employer and employee.

**Section 78. Military Leave.** All seniority granted employees under the terms of this Agreement shall be subject to the rights granted by law to the employees volunteering, called or conscripted for **services in the Uniformed Services, as defined by USERRA or any applicable law**, and any additions or amendments thereto, or rulings and interpretations thereof by any authorized court or agency. **Eligible employees will be entitled to seniority, and all rights and benefits based on seniority, as provided by law.**

**Section 79. Union Leave.** Leaves of absence without pay for Union business not to exceed six (6) months shall be granted by the Employer to employees who have completed one (1) year of service. The six (6) months shall be extended by an additional six (6) months upon request by the Union, with three (3) weeks' advance notice. Leave shall be limited to one (1) employee per store, at a time.

**Section 80. Request for Leave of Absence.** All leaves of absence must be requested in writing to the Store Manager unless the employee is physically disabled to the extent that such advance request is not possible and shall state: (1) the reason, (2) date leave is to begin, and (3) expected date of return to work. Leaves of absence shall be granted in writing in advance and a copy shall be given to the employee.

**Section 81. Returning from Leave of Absence.** The employee must be qualified to resume his regular duties upon return to work from an approved Leave of Absence. A doctor's certificate verifying that the employee is able to resume his normal duties may be required. The employee shall be returned to the job previously held, or to a job comparable with regard to rate of pay no later than on the first weekly schedule, provided the notice of intent to return to work is received prior to 9:00 am, Wednesday of the week preceding the next available schedule.

**Section 82. Safe Leave.** The parties recognize that, in accordance with Colorado law, employees may request and take up to three working days of leave from work in any twelve-month period if the employee is the victim of domestic abuse, stalking, sexual assault or the victim of any other crime. In accordance with law, the employee must give reasonable notice to his or her department manager, when possible.

In addition to the requirements of the law, the Company agrees to allow employees, upon their request, to use any available sick time, vacation or personal holidays for work time missed during such leave.

### ARTICLE 31

#### BEREAVEMENT LEAVE

**Section 83.** Upon request, an employee covered by this Agreement shall be granted the necessary time off with pay at his regular straight-time rate of pay in order to make arrangements for, attend a funeral and/or for grieving occasioned by a death in his immediate family. Such time off with pay shall in no event exceed three (3) regularly scheduled working days, and the amount of such paid time off actually granted shall normally depend upon the distance involved. The immediate family is defined as the employee's father, mother, step-parents, grandparents, spouse, **common-law spouse, an individual in a civil union with that employee if recognized by State law,** children, brother, or sister; and father, mother, brother or sister of the then existing spouse, step-child, and grandchildren. Payments shall not be made hereunder where the relative's death occurs while the employee is on vacation or on a Leave of Absence.

Additional time, without pay, shall be granted as is needed by the employee up to seven (7) days for grieving for the above family members and for grieving the death of aunts, uncles, nieces, nephews, step-brothers, step-sisters, **co-parents, fiancés/fiancées** and grandparents.

**Section 84.** If an employee is notified of the death of his spouse, parent, child or grandchild while at work, he shall be granted the remainder of the day off and paid for scheduled work hours that day. This shall not be counted as part of the above three (3) days. Employees must attend the funeral in order to qualify for pay, and the Employer may require satisfactory evidence confirming the relationship to the deceased person.

**Section 85.** No schedule shall be changed for the purpose of making the employee's day off replace a day that would otherwise have been paid for under these provisions.

### ARTICLE 32

#### JURY DUTY

**Section 86.** Whenever any employee covered by this Agreement is required to serve on a petit jury during his regular working hours, the Employer agrees to pay such employee the difference between what he is paid for serving on the jury and what he would have received from the Employer in straight-time pay had said jury duty not

prevented him from being at work. On any scheduled work day, the employee shall promptly report to complete any remaining hours of his scheduled work day; provided, no employee shall be required to so report for work on any day on which he has served and been compensated by the court for at least eight (8) hours' jury duty, nor shall any employee who reports back to work under this Section be required to work more than ten (10) hours, less the number of hours for which he served and was compensated for jury duty by the court on that day. The Employer may require a statement from the court certifying attendance.

**Section 87.** When the Employer requests an employee to appear in court, he shall be compensated at his regular straight-time hourly rate of pay for such time.

**Section 88.** The Employer will maintain its practice of rescheduling employees required to serve on jury duty.

### **ARTICLE 33**

#### **SICK LEAVE**

**Section 89.** Full-Time employees covered by this Agreement who, in their first anniversary year, worked two thousand (2,000) hours or more and who have been continuously employed by their employer for a period of one (1) year, shall be credited with forty-eight (48) hours of sick leave pay. Employees (excluding part-time courtesy clerks) who in their first anniversary year work one thousand two hundred and forty-eight (1,248) hours or more (but less than two thousand [2,000] hours) and who have been continuously employed by their employer for a period of one (1) year, shall be credited with hours of sick leave with pay on the basis of the total hours worked (including vacation hours) in their anniversary year divided by two thousand eighty (2,080) hours times forty-eight (48) hours. It is understood that employees shall not be credited with more than forty-eight (48) hours of sick leave credit per anniversary year.

Unused sick leave shall be cumulative, and after the first year of continuous employment, full-time employees shall accumulate unused sick leave at the rate of four (4) hours for each month of continuous employment in which they work one hundred sixty (160) hours in a four (4) week month and two hundred (200) hours in a five (5) week month. Employees who work at least ninety-six (96) hours (but less than one hundred sixty (160) hours) in a four (4) week month and one hundred twenty (120) hours (but less than two hundred (200) hours) in a five (5) week month shall accumulate unused sick leave for each month of continuous employment on the basis of total hours worked during the preceding month divided by one hundred sixty (160) hours in a four (4) week month and two hundred (200) hours in a five (5) week month times four (4). Said monthly credit shall not exceed four (4) hours for each month. Unused sick leave shall not exceed a maximum accumulation of six hundred (600) hours.



A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave is to commence on the second full workday's absence for sickness or non-occupational injury, and on the first workday's absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of **one hundred and ninety-two (192)** hours. The waiting period provided herein shall apply for each illness or non-occupational injury. **Any employees ineligible for first day sick pay under this provision shall be permitted to use up to five (5) days per year of vacation accrued pursuant to Section 47 or unused personal holidays as payment for such employee's first day sick time at the employee's election. Notwithstanding other requirements to use personal holidays or unused and accrued vacation, there shall be no management discretion to deny pay for such absence, except that a doctor's certificate or other authoritative verification of illness may be required by the Employer. In order to use personal holidays and/or vacation pay for a sick absence, the employee must provide at least two (2) hours' notice prior to the start of such employee's scheduled shift.**

Sick leave shall be paid after the appropriate waiting period and will be based on the number of scheduled hours missed due to the sickness or non-occupational injury. For consecutive absences which exceed one (1) week, the maximum hours paid will be the same as the hours scheduled in the week in which the illness or non-occupational injury occurred. Sick leave pay must be requested by the employee and will be paid, if eligible as provided above, at the employee's regular classification rate, calculated at straight time, not to exceed eight (8) hours per day until accumulated sick leave is used up or employee returns to work.

Sick leave benefits are not convertible to cash.

**Section 90. Employees hired on or after March 6, 2005. Full-Time employees covered by this Agreement hired after March 6, 2005, who, in their first anniversary year, worked two thousand (2,000) hours or more and who have been continuously employed by their employer for a period of one (1) year, shall be credited with twenty-four (24) hours of sick leave pay. Employees (excluding part-time courtesy clerks) who in their first anniversary year work one thousand two hundred and forty-eight (1,248) hours or more (but less than two thousand [2,000] hours) and who have been continuously employed by their employer for a period of one (1) year, shall be credited with hours of sick leave with pay on the basis of the total hours worked (including vacation hours) in their anniversary year divided by two thousand eighty (2,080) hours times twenty-four (24) hours. It is understood that employees shall not be credited with more than twenty-four (24) hours of sick leave credit per anniversary year.**

**For Employees hired after March 6, 2005, unused sick leave shall be cumulative, and after the first (1<sup>st</sup>) year of continuous employment, full-time employees shall accumulate unused sick leave at the rate of two (2) hours for each month of continuous employment in which they work one hundred sixty (160) hours in a**

four (4) week month and two hundred (200) hours in a five (5) week month. Employees who work at least ninety-six (96) hours (but less than one hundred sixty (160) hours) in a four (4) week month and one hundred twenty (120) hours (but less than two hundred (200) hours) in a five (5) week month shall accumulate unused sick leave for each month of continuous employment on the basis of total hours worked during the preceding month divided by one hundred sixty (160) hours in a four (4) week month and two hundred (200) hours in a five (5) week month times two (2). Said monthly credit shall not exceed two (2) hours for each month. Unused sick leave shall not exceed a maximum accumulation of two hundred and forty (240) hours.

A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave is to commence on the third full workday's absence for sickness or non-occupational injury, on the first workday's absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of one hundred and ninety-two (192) hours, and on the second workday's absence if the employee has accumulated in excess of ninety-six (96) hours but less than one hundred ninety-two (192) hours. The waiting period provided herein shall apply for each illness or non-occupational injury. Any employees ineligible for first day sick pay under this provision shall be permitted to use up to five (5) days per year of vacation accrued pursuant to Section 47 or unused personal holidays as payment for such employee's first day sick time at the employee's election. Notwithstanding other requirements to use personal holidays or unused and accrued vacation, there shall be no management discretion to deny pay for such absence, except that a doctor's certificate or other authoritative verification of illness may be required by the Employer. In order to use personal holidays and/or vacation pay for a sick absence, the employee must provide at least two (2) hours' notice prior to the start of such employee's scheduled shift.

Sick leave benefits are not convertible to cash.

#### ARTICLE 34

#### INJURY ON THE JOB

Section 91. When an employee is injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care.

#### ARTICLE 35

#### HEALTH AND WELFARE COVERAGE

(Medical, Surgical, Hospital, Dental, Prescription,

**Vision and Life Insurance)**

**Section 92. Trust Fund.** Effective December 31, 2015, employees of the store #86 Clerk and Deli agreement shall cease participation in the Company Health and Welfare plan and, effective January 1, 2016, shall begin participation in the Trust Health and Welfare plan. The provisions of the Denver Clerks Health and Welfare article shall be adopted in the store #86 clerk and deli agreement.

The Rocky Mountain UFCW Unions and Employers Health Benefit Trust ("Health Benefit Trust") is a trust fund to be jointly administered by an equal number of Trustees representing the Employer and the Union. All contributions provided for in this Article will be paid into the Health Benefit Trust. There shall be three (3) Plans of benefits, Plan A, Plan B and Plan C with contributions as provided herein. As a condition of receiving the contributions provided above, the Trustees of the Plan will:

1. Establish Plan(s) of benefits, which can be supported by the contributions provided in the Agreement, and
2. Maintain the Trust in a fully funded status as provided herein and in the Trust Agreement

The Trustees shall establish a separate accounting of income and expenses for participants of the Fund who agree in their collective bargaining agreements to a fixed contribution rate. The Trustees are expressly prohibited from using the contributions of the Employer's contributing on fixed contribution rate basis to pay benefits for participants of other employers who have not adopted these fixed contributions.

**Employer Contributions and Benefit Levels.** The Employer agrees to contribute the following amounts per month for each eligible employee.

**"Up to" increase on January 1, 2021.**

<b>Changes effective June 1</b>	<b>Current</b>	<b>2019 – Hours worked in first month following ratification</b>	<b>January hours payable in February 1/1/2020</b>	<b>January hours payable in February 1/1/2021</b>
<b>Plan A Hired Before 3/5/2005</b>	<b>\$ 807.14</b>	<b>\$ 863.64</b>	<b>\$ 924.09</b>	<b>\$988.78</b>
<b>Plan A Hired After 3/5/2005</b>	<b>\$ 694.33</b>	<b>\$ 742.93</b>	<b>\$ 794.94</b>	<b>\$850.59</b>
<b>Plan B Hired Before 3/5/2005</b>	<b>\$ 645.70</b>	<b>\$ 690.90</b>	<b>\$ 739.26</b>	<b>\$791.01</b>
<b>Plan B Hired After 3/5/2005</b>	<b>\$ 555.47</b>	<b>\$ 594.35</b>	<b>\$ 635.95</b>	<b>\$680.47</b>
<b>Plan C Hired After 3/5/2005</b>	<b>\$ 349.93</b>	<b>\$ 374.43</b>	<b>\$ 400.64</b>	<b>\$428.68</b>

The “up to” rates for 2021 will be determined as follows:

1. Using the latest financial data available as of September 1, 2020, co-consultants will develop a forecast through 12/31/2021.
2. In preparing the forecast, the below trend rates will be used.
3. If the forecast projects an ending balance at 12/31/2021 that is below the target reserve level (average of 1.4 months of expense for the 12 months ending 12/31/2021, plus IBNR at 12/31/2021), then the employer contributions will be increased effective January 2021 so that the ending reserve will be equal to the target reserve.
4. In no event will the increase in the employer contributions rate exceed 7.0%. In no event will the 2021 employer contribution rate be less than the 2020 employer contribution rate.
5. Co-consultants will work together to develop increases that are as close as possible. In the event co-consultants develop materially different estimates, the lowest increase will be implemented while Trustees resolve the differences between the two estimates of the co-consultants. Any arbitration concerning the differences between the two estimates shall be held not more than sixty (60) days following deadlock.

Agreed upon trend:

Year	2019	2020	2021	2022
PPO Medical	6.5%	6.5%	6.5%	6.5%
Prescription Drug	8.0%	8.0%	8.0%	8.0%
Dental	4.0%	4.0%	4.0%	4.0%
Vision	3.0%	3.0%	3.0%	3.0%
Time Loss	0.0%	0.0%	0.0%	0.0%
Kaiser Premium	6.5%	6.5%	6.5%	6.5%
Medicare Advantage	5.0%	5.0%	5.0%	5.0%
Life Premium	0.0%	0.0%	0.0%	0.0%
Provider Access Fees	Actual	Actual	Actual	3.0%
Stop Loss Premiums	Actual	3.0%	3.0%	3.0%
Administration	Actual	3.0%	3.0%	3.0%
Investment Income	2.0%	2.0%	2.0%	2.0%

Employee Co-Premiums. Employees who are eligible to participate and enroll in the Health Plan shall as a condition of such participation make a monthly co-premium payment equal to five dollars (\$5.00) per week if enrolled in employee only coverage ten dollars (\$10.00) per week if enrolled as employee plus spouse or employee plus

children and fifteen (\$15.00) per week if enrolled in family coverage. Effective January 1, 2013, the required weekly co-premium amounts for all active employees enrolled in the Plan shall become: \$7.50/week for employee only, \$15/week for employee and children or employee and spouse and \$23/week for employee, spouse and children/family. Such co-premiums shall be made by payroll deduction and forwarded to the Trust Fund on a monthly basis by the Employer.

Enrollment and Eligibility. Effective calendar year enrollment period beginning January 1, 2010, the Plan shall conduct an annual enrollment in accordance with the following procedure.

#### General Rule

##### 1. Currently Enrolled

- If enrolled for 2009 and no changes desired - need not do anything – terms of enrollment for 2009 remain in effect until coverage under the Plan terminates or until a change is desired.
- If enrolled and a change is desired - need to timely complete new enrollment form on same basis as in prior years.
- If not enrolled for 2009, but want to enroll for 2010 or for a subsequent year, need to timely complete enrollment form on same basis as in prior years.
  - Newly eligible employee must initially make a positive election to enroll in the Plan. Terms of initial enrollment will remain in effect until coverage under the Plan terminates or until a change is desired.

#### Special Rules

- Newly eligible employees – must enroll within ninety (90) days.
- Current special enrollment event rules that remain in effect.
- Newly acquired dependent – must enroll within thirty (30) days. The effective date of coverage will be:
  - Marriage – the date of marriage.
  - Birth of a dependent – the date of birth.
  - Adoption or Placement for Adoption of Dependent – date of adoption or placement for adoption.

- Employee or dependent lose coverage under another plan – must enroll within thirty (30) days (Exception: If loss of coverage is under this Plan, individual has sixty [60] days to enroll under Plan). The effective date of coverage will be the first day of the month following the termination of coverage.
- Special disenrollment rules that remain in effect:
  - Dependent spouse becomes covered under spouse's employer's plan or employment status so that the spouse is no longer eligible to participate in a health plan sponsored or maintained by his/her employer - Plan must be notified within sixty (60) days of spouse's coverage to discontinue payment of working spouse fee. The cessation of the working spouse fee is prospective only.
  - Disenrollment – if dependent loses status as eligible dependent or an employee or dependent becomes covered under another plan – must disenroll within sixty (60) days of event causing loss of coverage or effective date of coverage under another plan. The reduction in the weekly payroll deduction is prospective only.
- New procedures/rules.
  - Administration office will need to do semi-annual verification of continuation of student status of known students plus any child who attains age nineteen (19) in the spring and fall of each calendar year.
  - For first claim filed by spouse each calendar year, administration office will need to verify working status of spouse and if working, determine if covered by employer's plan.
- Continuation of Rule Regarding Special Enrollment Events.
- Employees currently enrolled in the Plan shall continue to be enrolled in the Plan unless they made a positive election to discontinue their enrollment or change their coverage. A discontinuation in coverage may be made within sixty (60) days of a special enrollment event as defined by the Plan. Administrative office will need to do semi-annual verification.

Employees must initially make a positive election to enroll in the Plan. Enrollment is for the entire plan of benefits for the Plan and an employee's failure to make an initial positive enrollment into the Plan shall result in such employee being ineligible for all benefits of the Plan for the remainder of the calendar year or until there has been a special enrollment event as provided in the Plan's Rules and Regulations, whichever occurs first.

The administrator of the fund will use the enrollment data in order to establish the eligibility of employees and their dependents for participation in plan coverage. None other than those employees contained on the enrollment report shall receive benefits from the Trust without the express authorization of the Trustees. The administrator will promptly notify the Trustees in writing of any instances where coverage has been provided to persons who are not included in the enrollment data, or where a claim for payment has been submitted by or on behalf of such person.

The Fund will audit its enrollment and claims records as least once within each twenty-four (24) month period to ensure that no employees of the Employer, or the dependents of such employees, are participating in plan coverage for which they are not eligible and to ascertain that claims and other plan expenses are being paid in accordance with the Plan's provisions.

Initial Eligibility – Part-time employees hired before March 6, 2005 who on March 5, 2005 have met the initial eligibility requirement for benefits under the Trust will continue to be eligible for coverage provided the employee enrolls in the Plan beginning in 2005, and further provided the employee has made the required employee co-premium payment. Such employees shall continue to be eligible for Plan A if such employee was eligible for Plan A on March 5, 2005. Employees who were eligible for and were participating in Plan B on March 5, 2005, shall participate in Plan B until such employee has been covered under such Plan B for twenty-four (24) months. Thereafter, such employee may advance to Plan A provided they continue to enroll and meet the eligibility requirements of the Plan. Employees hired on or before March 5, 2005, who are not eligible for coverage as of March 5, 2005 shall be required to meet initial eligibility for Plan B, and subsequent eligibility to begin participation in Plan A, as provided in the predecessor agreement which terminated in 2004.

All part-time employees (excluding Courtesy Clerks) and their eligible dependents hired on or after March 6, 2005 shall, beginning the first of the month following twelve (12) calendar months of employment (but not before January 1, 2010 with regard to their eligible dependents), be eligible to enroll and participate in the Health Plan, under the Health Plan C. Upon completion of the first thirty-six (36) months of eligibility under Plan C, such employee and their eligible dependents may enroll in Plan B for the next thirty-six (36) months of eligibility under Plan B. Thereafter, provided the employee continues to maintain eligibility, such employee and their eligible dependents may enroll and participate in Plan A.

Full-time employees (excluding Courtesy Clerks) shall on the first of the month following three (3) months of employment, be eligible to enroll with their eligible dependents in Plan B, and after thirty-six (36) months of eligibility under Plan B, shall be allowed to enroll with their eligible dependents in Plan A.

Courtesy Clerks hired on or after March 6, 2005 shall, beginning the later of the first of the month following thirty-six (36) months of employment or attaining the age of nineteen (19), be eligible to enroll and participate in the Health Plan on an employee only basis under the Health Plan C. Upon completion of the first thirty-six (36) months of employee only eligibility under Plan C, such Courtesy Clerks and their eligible dependents may enroll in Plan B. Such Courtesy Clerks shall not be eligible to progress to Plan A.

On-going Eligibility – After satisfying initial eligibility requirement provisions and enrollment in the Health Plan, the employee must continue to meet the monthly on-going eligibility requirements as a condition of continued participation in the Health Plan. Enrolled employees who work eighty (80) hours in a four (4) week month or one hundred (100) hours in a five (5) week month shall be eligible for coverage on a lag month basis. For the purposes of this Article, hours worked shall include hours paid directly by the Company for **overtime**, holiday, vacation, jury duty, funeral leave and sick pay.

Employees shall continue to be eligible for benefits provided they enroll for coverage in accordance with this Article. In any event, all employees must continue to meet all eligibility requirements of the Plan as a condition of continued eligibility.

Trust Plan Changes. The Trustees at the earliest possible date but not later than June 1, 2005 shall revise the plan of benefits to include:

- The Plan's current coordination of benefits provision and credit balance system shall be replaced with a coordination of benefit provision that limits payment to the maximum payable under the Plan.
- The Plan shall adopt a fee of one hundred dollars (\$100) per month for a spouse of a covered employee who is eligible to enroll in health coverage at their employer, but fails to do so, as a condition of enrollment in this Plan.
- Adopt the long term funding policy contained herein.
- The Parties agree to adopt true managed care approaches to providing mental/nervous and physical benefits under the Plan. The Plan Administrator should not perform such managed care.
- The Parties will adopt cost control measures that will aid the Fund in managing costs within the contributions provided by the Employers and Participants to this Plan.



Effective January 1, 2010, the Trustees of the Plan shall be directed to adopt the following modifications to the active plan(s) of benefits:

Effective January 1, 2016, increase the disability benefit cap to three hundred dollars (\$300).

**Effective January 1, 2020, Plan B's dental benefit shall become identical to the dental benefit for Plan A. Effective January 1, 2020, any employee and their dependents who are enrolled in Plan B shall receive the improved dental benefit.**

### Health and Care Management

Direct Trustees to Implement Integrated Health and Care Management Programs. The programs shall be designed to progress over the term of the Agreement to "best-in-class" levels with respect to the key characteristics listed below:

- Quality education campaign for all participants
  - Superior participant communications, including robust web tools
  - Superior participant information tools
  - Analytics measuring participation, compliance, and results
  - Very strong comprehensiveness of programs
  - High levels of integration
  - Strong physician behavior change mechanisms
  - Significant levels of medical and drug trend reduction
1. Establish a health risk assessment questionnaire to be completed annually. If employee and spouse complete annually, such employee's co-premium to the Plan shall be reduced five dollars (\$5) per month for each employee and spouse (max ten dollars [\$10]) for that enrollment's calendar year. An HRQ must be completed each year during enrollment to be eligible to receive the HRQ incentive for each year. During the term of this Agreement, the Trustees may, by mutual agreement, reallocate the HRQ incentive amounts provided above.
  2. Establish twenty-four (24) hour nurse call-in line and/or medical decision support.
  3. Develop a medical management program that targets high-risk participants with chronic diseases such as diabetes, obesity, asthma and cardiovascular disease. In order to encourage participant engagement in such programs and to enhance the goal of improving health status a series of incentives must be developed.

There is recognition that incentives may take various forms and will likely evolve and change over time based on program experience with a goal of

maximizing program effectiveness and reducing health costs and medical trend. The initial focus will be a thorough educational campaign in connection with program roll out.

4. Establish free and/or reduced cost educational programs such as:
  - a. Weight management
  - b. Smoking cessation
  - c. High cholesterol
  
5. Reduce prescription drug co-pays as shown below for participants taking maintenance drugs (and related supplies which require a prescription) for certain disease states which would include categories of drugs such as:
  - a. Hypertension
  - b. High cholesterol
  - c. Diabetes control drugs
  - d. Asthma
  - e. Glaucoma
  - f. Osteoporosis

Drug Class	Co-Pay
Generic	\$2.50
Formulary Brand	\$10
Nonformulary Brand	\$20

It is understood that the Plan's consultants will continue to evaluate the effectiveness of including these scheduled drug categories on Plan costs and based on their recommendations the Trustees may remove drugs from this list and/or add other categories of drugs consistent with the objective of increasing compliance with prescribed drug therapies which will lower plan costs and trend.

6. Complex/Catastrophic Care Management to provide case management of the entire health care and treatment for participants with high-risk health conditions.
  
7. Preventive health care at medically appropriate times (see below)

Service	PPO coverage (In-network)
Mammography	Plan pays 100%
Routine Annual Physical Exam	Plan pays 100%
Well-baby care	Plan pays 100%
Childhood Immunizations	Plan pays 100%
Papanicolaou (Pap) smear and pelvic examination	Plan pays 100%

Prostate specific antigen (PSA) testing	Plan pays 100%
Colonoscopy	Plan pays 100%

Utilize nationally recognized guidelines as a basis for coverage.

### Long Term Funding Policy

1. The parties recommend to the trustees that a Minimum Reserve Requirement be established equal to IBNR reserves plus a lag month reserve. The Fund consultants shall calculate the IBNR and lag month reserve requirement at least once every twelve (12) months beginning on (date) and report these amounts to the Trustees at their next regularly scheduled meeting. Any withdrawing employer shall reimburse the Fund for their participants' claims run off.
2. If the market value of the assets at any twelve (12) month review point is ever below the calculated IBNR level as calculated by the Fund consultants, then the Fund consultants shall prepare recommendations for benefit plan redesign and/or employee co-premium contributions such that the dollar amount of any such deficiency will be fully recovered by the end of the twelve (12) month period beginning after the trustee meeting in which the deficiency is first projected.
3. No changes are permitted that would violate any contractual agreement between the Fund and any third party vendor.
4. If the Fund consultants cannot agree on a recommended plan of benefit redesign and/or employee co-premium contributions, and the Trustees cannot agree to a corrective action plan, by virtue of deadlock motions, then the trustees must act to adopt the recommended corrective action plan that has the least adverse impact on plan participants, however, one set of Trustees may exercise the Fund's dispute resolution procedure on an expedited basis to determine if other corrective actions must be taken.
5. The minimum reserve target defined above is solely meant to be a "floor". It is not also a "ceiling". That is, no Trustee action is required or expected in the event that reserve levels are above the minimum reserve target.
6. The Long-Term Funding Policy provisions of this Article are suspended for the period of May 11, 2012 through and including September 12, 2015.

Extended Benefits. An employee who has been eligible for benefits for six (6) months or more immediately prior to becoming physically disabled and thereby unable to work, shall continue to be eligible for benefits during his continuing period of disability, up to a maximum of six (6) months.

Courtesy Clerk Coverage. Courtesy Clerks who are qualified for coverage under any other Plan as a dependent are not entitled to benefits under the Health Benefit Trust; except that under the coordination of benefits provision as established by the

Trustees, where a Courtesy Clerk is covered as a dependent under any other "Plan," shall be considered the primary carrier and this Health Benefit Trust shall be considered as secondary carrier.

Retiree's Benefits. The Employer will contribute eighteen dollars and thirty-four cents (\$18.34) per month per eligible active bargaining unit employee, covered under this Agreement, in the Health Plan to subsidize the self-pay costs of providing Health and Welfare benefits to eligible retirees under the Rocky Mountain UFCW Unions and Employers Health Benefit Plan (the "Retiree's Health Plan").

Effective for employees who retire on or after October 1, 1996, the eligibility requirements for participation in Retiree's Health Plan shall be:

Employees retiring on or after October 1, 1996, must have a combined total of fifteen (15) years of service and have attained age fifty (50), or be totally disabled, at the time of his termination of employment.

### **ARTICLE 36**

#### **NON-DUPLICATION OF BENEFITS**

Section 93. In the event that any law or government regulation requires any payment from the Employer for benefits which would replace, supplement or modify the Health and Welfare, Dental, Pension or other benefits provided hereunder this Contract, the parties will upon thirty (30) days' notice, by either party, meet and negotiate new provisions pertaining to such affected benefits.

### **ARTICLE 37**

#### **PENSION**

The Trustees shall be directed to merge the Clerk and Meat Pension Plans no later than July 1, 2016.

Section 94. Employer Contributions. For all employees hired before March 6, 2005, covered by this Agreement, the Employer shall pay one dollar and five cents (\$1.05) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid) into the Rocky Mountain UFCW Unions and Employers Pension Plan, which shall be jointly administered by the Union and the Employer by an equal number of trustees as provided in an agreement establishing such Pension Fund.

For all employees hired after March 5, 2005, contributions shall be at a rate of forty-eight cents (\$0.48) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid).

Though no contributions are required on Courtesy Clerks, except as set forth below, they shall be granted future service credits.

Effective January 1, 2010 (December hours) for all employees covered by this Agreement, the Employer shall pay eighty two cents (\$0.82) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid) into the Rocky Mountain UFCW Unions and Employers Pension Plan, which shall be jointly administered by the Union and the Employer by an equal number of trustees as provided in an agreement establishing such Pension Fund. Effective November 30, 2015, the supplemental contribution contained therein shall cease. Effective December 1, 2015, the base pension contribution rate for all contracts shall be increased to one dollar and twenty-five cents (\$1.25) per hour (based on preceding month hours). Effective December 1, 2015 (November hours), the base contribution rate shall be reduced to one dollar and five cents (\$1.05) per hour. Such reduced contribution shall continue through the payment made in November 2018 (October hours). Effective December 1, 2018 (November hours) the base contribution rate shall return to one dollar and twenty-five cents (\$1.25). At the trust meeting set no more than six (6) months prior to the expiration of the 2015-2019 contract, the actuaries are to determine the contribution rate necessary to continue funding current benefits and to maintain PPA green zone status for at least the next ten (10) years. In the event the actuaries determine that a lower contribution rate is sufficient to continue current benefits, the Union and the Employers will share equally the excess funding. The Union may increase the accrual rate and the Employers' contribution rate will be reduced in an equal manner and amount, based on actuarial equivalence. Nothing in this section should be construed as an agreement to increase the pension contribution rate above the agreed upon basis set forth above.

The Trustees shall be directed to modify the Plan's accrual rates effective January 1, 2016 to thirty dollars (\$30.00) per month for future years of service. The Trustees shall be directed to modify the Plan to provide for the ability of Courtesy Clerks to earn benefit accruals on a prospective basis.

**Effective February, 2020 (January hours), the Employer contribution rate will be increased by \$0.25 per hour. Effective February, 2021 (January hours), the Employer contribution rate will be increased by an additional \$0.10 per hour.**

In addition to those increases, at the time of the completion of the 2020 Pension Protection Act certification, the co-actuaries will calculate the 2019 market return and the Employer shall make a conditional lump sum contribution based on all pension contribution hours, (not to include Courtesy Clerks), worked during the period January through December 2019.

i. If the return is equal to or exceeds 10.25%, no conditional lump sum contribution shall be required.

ii. If the return is equal to or exceeds 9.25%, but is less than 10.25%, a \$0.05 additional contribution per hour shall be required.

iii. If the return is equal to or exceeds 8%, but is less than 9.25%, a \$0.10 additional contribution per hour shall be required.

iv. If the return is less than 8%, a \$0.15 additional contribution per hour shall be required.

The payment will be made within 60 days following completion of the 2020 Pension Protection Act certification.

**Section 95. Courtesy Clerk Contributions.** Pension contributions will be made on behalf of all Courtesy Clerks with ten (10) years or more of continued service with the Employer. Pension contributions shall be made as set forth above. All hours worked as a Courtesy Clerk prior to the time contributions are required will count towards pension eligibility and credits. For Courtesy Clerks on the payroll as of November 24, 2015, the Trustees shall be directed to apply the greater of the current benefit accrual for Courtesy Clerks or the provisions contained herein for each service year whichever is greater. Such Courtesy Clerk accrual shall be equal to thirty dollars (\$30.00) per month per year of service. Direct the Trustees to amend the plan to modify plan eligibility for Courtesy Clerks to reflect eligibility with first hour worked effective 1/1/16 on a prospective basis.

**Section 96. Long-Term Funding Policy.** The parties agree to direct the Trustees of the Pension Plan to use their best effort to effect a merger with the Denver Area Meatcutters Pension Fund with the Rocky Mountain UFCW Unions and Employers Pension Plan with the objective of accomplishing the merger on or about July 1, 2016 and give full authority to effectuate such merger to the Board of Trustees of the two pension plans without further approval of the parties of this Agreement.

**Section 97.** Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto; said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income therefrom shall be paid out of the Pension Fund.

**Section 98.** Said Pension Plan and the Trust Agreement establishing the Pension Fund have been submitted to the United States Treasury Department and the United States Department of Labor for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C. Section 401, et seq. and that no part of such payments shall be included in the regular rate of pay of any employee.

**Section 99.** If for any reason, the United States Treasury Department and the United States Department of Labor withholds approval and rulings satisfactory to the Employer, the parties to this Agreement hereto agree to negotiate other fringe benefits or wage increases in the amount equal to the cents per hour provided for in this Article for all hours worked at straight-time in lieu of payments into the Pension Fund.

**Section 100.** The Employer shall be represented by its employees, or some other representative on the Board of Trustees administering such Pension Plan. A copy of the Trust Agreement and any amendments thereto shall be made a part hereto as if herein at length set forth, when adopted.

## **ARTICLE 38**

### **DISCHARGE AND NO DISCRIMINATION**

**Section 101.** The Employer hereby agrees not to discriminate against any employee or discharge him because of membership in the Union and/or for upholding Union principles; and further, no employee who falls within the bargaining unit shall be discharged without good and sufficient cause.

No employee who, because of his or her religion, has conscientious objections to working on his or her day of Sabbath, will be required to work on his or her Sabbath as a condition of employment. If the rights of the employees under this paragraph operate in conflict with the seniority provisions contained elsewhere in this agreement, the right of seniority shall prevail.

If requested and in accordance with applicable law, the company will refer to an employee participating in transgender procedures by the gender of their choice. It is understood that the foregoing provision is not subject to the grievance/arbitration provisions of the labor contract.

**Section 102.** The Employer and the Union agree that each will fully comply with the applicable laws and regulations regarding discrimination against any employee, or applicant for employment, because of such person's race, religion, color, national origin, sex or age.

**Section 103.** Use of the male gender herein shall, except as the context requires, be deemed to include the female gender.

## **ARTICLE 39**

### **UNION REPRESENTATIVE VISITATION**

**Section 104.** The President of the Union, or the Business Representative thereof, shall have the right of entering the premises of the Employer for the purpose of interviewing employees in such a way as to not interfere with the service of the Employer. The said representative shall make their presence known to the Manager, or the person in charge in the absence of the Manager, when possible, upon entering the premises. The Employer shall, upon request of an authorized Union Representative, furnish satisfactory evidence to ascertain whether employees are being paid in

accordance with the terms of this Agreement and review with the Union Representative the facts giving rise to disciplinary action.

**ARTICLE 40**  
**UNION STEWARD**

**Section 105.** The Union shall have the right to designate two (2) Stewards per store (stores that employ over one hundred (100) clerks may have three (3) Stewards, and stores that employ over one hundred seventy-five (175) clerks may have four (4) Stewards) in which they work who shall perform their duties with the least possible inconvenience to the Employer. Such Stewards shall not be discriminated against because of their Union activities and such Stewards shall have top seniority for the purpose of layoff in that store. The Store Manager shall be advised in writing by the Union of the name of the Steward(s) in his store.

The Employer agrees to schedule the stewards two days off, without pay, to attend the Union's annual stewards' conference. Such days shall be unscheduled days of work. It is expressly understood and agreed that the stewards will be scheduled their normal hours during such week.

**Section 106. Employees' Rights to Union Representation.** When an employee is involved in a disciplinary interview where the probable result of such interview will be the imposition of disciplinary action, the Employer shall have Union Representation of the employee's choice if present.

**ARTICLE 41**  
**DISPUTE PROCEDURE**

**Section 107.** Should any dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps, and failure to follow the procedures set forth below shall result in forfeiture of the grievance.

**Section 108. Step 1.** By conference during scheduled working hours between the Steward and/or the Union's Business Representative and/or the aggrieved employees and the Manager of the store.

**Section 109. Step 2.** If the grievance cannot be satisfactorily resolved under Step 1 above, the grievance shall be reduced to writing and submitted to the representative designated by the Employer to handle such matters. Such submission shall be made within twenty (20) days of the date of the occurrence of the event which gives rise to the grievance and shall clearly set forth the issues and contentions of the aggrieved party or parties and must reasonably allege a specific violation of an express provision of this Agreement. (In the case of a discharge the time limits shall be fourteen (14) days.) The Employer designee and the Union Business Representative shall meet



within ten (10) days after receipt of written notice of the grievance and attempt to resolve the grievance. In an instance where an employee feels he has not been paid in accordance with the wage progression scales set forth herein, such employee shall have an obligation to bring this to the attention of the Store Manager as soon as the employee first has knowledge of such alleged error. In the event the employee has been improperly paid, said payment error shall be corrected on a retroactive basis, but not beyond ninety (90) days prior to the date on which the grievance is presented in writing. This ninety (90) day retroactive liability shall not be applicable to situations covered by Article 8, Section 18, paragraph 2.

**If the issuance of a verbal or written warning is grieved, the Union will notify the Employer of the same. If the grievant is disciplined further, or otherwise adversely affected, and the verbal or written warning is relied upon by the Employer in doing so, the Union shall have the right to submit the grievance protesting the warning to arbitration together with the grievance contesting the disciplinary or adverse action. It is expressly agreed that all such grievances will be consolidated. It is further agreed that said grieved verbal or written warnings shall be removed from all files after a period of two (2) years if not relied upon for further discipline.**

**Section 110. Step 3.** If the grievance is not satisfactorily adjusted in Step 2, either party may, with reasonable promptness, but in no event later than thirty (30) days from the date of the Step 2 meeting, in writing, request arbitration and the other party shall be obligated to proceed with arbitration in the manner hereinafter provided. The parties shall forthwith attempt to agree upon an impartial arbitrator.

**Section 111.** In the event the parties are unable to reach agreement upon the selection of an arbitrator within fifteen (15) days of the written request for arbitration, the party requesting arbitration may, with reasonable promptness, request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. From this panel of seven (7) names, each party shall alternately strike three (3) names, the moving party striking first. The remaining arbitrator from the list shall be the impartial arbitrator. A finding or award of the arbitrator shall be final and conclusive upon the parties hereto.

**Section 112.** The arbitrator shall have all the rights, power, and duties herein given, granted and imposed upon him; but his award shall not change, alter or modify any of the terms and conditions set forth in this Agreement. The expenses of the impartial arbitrator shall be shared equally by the parties. The arbitrator will issue his decision within thirty (30) calendar days after the close of the proceedings. This thirty (30) day calendar time limit may be extended by mutual agreement between both parties.

**Section 113.** In the event either party refuses to arbitrate on demand of the other party, and an order compelling arbitration is obtained in Federal Court on the basis contended by the moving party, the refusing party will pay to the moving party

reasonable legal fees incurred, up to two hundred dollars (\$200.00). Similarly, if the moving party fails to prevail in such an issue, the moving party will pay reasonable legal fees incurred up to two hundred dollars (\$200.00) to the refusing party.

**Section 114. Remedies for Errors:** If an error is made by management in the application of the provisions of this Agreement resulting in a lost work opportunity for the aggrieved employee such as vendor stocking, scheduling and assignment of hours disputes, classification issues, and work jurisdiction matters and the affected employee immediately files a grievance, the employee shall be made whole by being permitted to work the number of hours lost. Such hours shall be above and beyond the posted schedule. The employee shall advise management any time after the next schedule is finalized for the workweek of their desire to exercise their right to work the hours due during the workweek on the date and time determined by the employee. An aggrieved employee may not demand such remedy on an overtime or premium-pay basis if the alleged violation occurred on what would have been a straight-time day for such employee. The employee must exercise this right to work within four (4) weeks of the settlement of error with the employee or such right shall be forfeited and no further remedy shall be required.

#### **ARTICLE 42**

#### **NO STRIKE OR LOCKOUT**

**Section 115.** During the life of this Agreement, there shall be no lockout, strike, picketing, boycotting, stoppage of work, anti-company publicity or other economic action of whatsoever nature, against the Company.

It is understood that it shall be a violation of this Agreement for the Union or its agents to require its members to observe picket lines set up by any labor organization at the premises of the Employer.

#### **ARTICLE 43**

#### **STORE CLOSING**

**Section 116. Severance Pay Upon Termination When Store is Sold or Closed.** In the event the Employer closes or sells a store and employees are terminated as a result thereof, pay equal to one week's pay for each year of continuous service commencing with the third year of continuous service for employees, up to, but not to exceed eight (8) weeks' pay at their regular rate. However, those employees who have an incomplete year of continuous service as an employee will receive pro-rata severance pay for that year as follows:

0-3 months equals twenty-five (25) percent of a week's pay.

3-6 months equals fifty (50) percent of a week's pay.

6-9 months equals seventy-five (75) percent of a week's pay.

Over 9 months equals one week's pay.

Severance pay shall be computed based on the average hours worked per week for the fifty-two (52) weeks preceding a voluntary lay-off or termination.

The Company will not challenge any unemployment claim of employees, provided there is no dispute that employee engaged in conduct prior to the store closure that would have resulted in the employee's termination, even if the Company discovers information leading to the dispute after the store closure.

The Company also agrees to provide employees whose employment is terminated with a letter stating the following:

*To Whom It May Concern:*

*This shall confirm that \_\_\_\_\_ was employed by King Soopers/City Market in our (city/state) store from \_\_\_\_\_ to \_\_\_\_\_, [year] in the position(s) of \_\_\_\_\_. His /her last straight-time hourly wage rate was \$\_\_\_\_\_. Mr. /Ms. \_\_\_\_\_ employment was terminated effective \_\_\_\_\_, [year] as a result of the Company's decision to close the (city/state) store for business reasons.*

**Section 117.** The Employer shall continue contributions to the Pension and Health and Welfare Trust Funds for three (3) full months following termination on an hourly basis in direct relationship to the severance pay received for those employees who receive severance pay, except those employees who secure employment with a contributing Employer in the Pension and Health and Welfare Trust Funds.

**Section 118.** All moneys due employees, including severance pay, shall be paid in a lump sum upon termination.

**Section 119.** An employee who is terminated and who is eligible for severance pay, and accepts severance pay, forfeits his seniority and has no recall rights. However, an employee may elect to accept a voluntary layoff not to exceed ninety (90) days. At the end of the ninety (90) day period, if he has not been recalled, he will be paid severance pay and forfeit his seniority. Any extensions of this ninety (90) day period must be agreed upon in writing and signed by the employee, a representative of the Union and the Employer. In no case will such extension exceed a total of six (6) months from the date the employee accepted the layoff.

**Section 120.** If an employee is offered a transfer or other employment with the Employer within forty (40) miles of the store in which he was last working and he refuses to accept the transfer or other employment with the Employer he forfeits his rights to severance pay and pensions and health and welfare contributions.

**Section 121.** If a store is sold and the successor Employer offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article and the new job is comparable, then no provisions of this Article shall apply.

**Section 122.** The Employer agrees to give to the employees and the Union four (4) weeks' notice in advance of a store closing or sale. When such notice is given, an employee shall remain with the Employer until the plant or store closes, or forfeits his rights under this Article, unless mutually agreed to by the employee, Employer and Union.

**Section 123.** No benefits shall accrue under the terms of this Article unless the Employer makes a business decision to close or sell a store. If a store closing is caused by fire, flood, storm, land condemnation or remodeling then this Article shall not apply.

**Section 124.** It is understood and agreed that employees can exercise their seniority rights under the Layoff Article; however, if they exercise such seniority rights, the provisions of this Article shall be null, void and not applicable. Employees may exercise their seniority rights to bump the least senior employee in their classification in the bargaining unit closest to their home, provided all stores in the affected bargaining unit have closed; however, if they exercise such seniority rights, the provisions of this Article shall be null, void and not applicable.

#### **ARTICLE 44**

#### **BULLETIN BOARD**

**Section 125.** The Employer will provide bulletin board space for the posting of official Union notices.

#### **ARTICLE 45**

#### **UNION STORE CARDS**

**Section 126.** The Union Store Card is the property of the UFCW and is loaned to the Employer for display. Said card may be removed from the store by the Union if the Employer refuses to comply with a final decision of an arbitrator reached under the provisions of this Agreement.

#### **ARTICLE 46**

#### **LIE DETECTOR TESTS**

**Section 127.** The Employer shall not require any employee to submit to a polygraph examination.

## **ARTICLE 47**

### **UNIFORMS/EQUIPMENT**

**Section 128.** The Employer agrees to provide all required uniforms and laundry service for all required caps, uniforms, smocks, aprons, towels and rags, except for laundering of drip-dry garments. The employee agrees to exercise care in the use of Company property and equipment.

Notwithstanding the above, the employee shall be required to meet the dress requirements as detailed in the Letter of Understanding, "Dress Requirements," attached to this Agreement.

## **ARTICLE 48**

### **PHARMACY TECHNICIANS**

**Section 129.** Effective with the signing of this Agreement the selection of employees to perform as Pharmacy Technicians shall be at the discretion of the Employer. Pharmacy Technicians shall be enrolled in the Employer's Technician training program. The Pharmacy Technician will be on probation during the length of the training program and will be demoted, or terminated in the case of a new hire, during said probationary period if satisfactory progress is not made in the training program.

Employees who are performing as Pharmacy Technicians on the effective date of this Agreement shall be evaluated to determine their skills, abilities and knowledge relative to their position. Employees in need of additional training shall be enrolled in the training program and given the specific training needed to correct the deficiency. In the event the employee is unable to satisfactorily complete the training then he will be demoted.

## **ARTICLE 49**

### **MASTER SAFETY COMMITTEE**

**Section 130.** The Employer and the Union will jointly set up a Master Safety Committee to discuss and work towards resolving safety issues in the workplace. The Master Safety Committee shall include at least two (2) Employer officials and at least two (2) Union officials as well as up to five (5) employee participants.

The Employer and the Union agree to seek information relative to ergonomic stresses common in the workplace. The Master Safety Committee will meet periodically to review the information obtained. The parties will discuss and work toward resolving ergonomic safety issues found to be prevalent in the workplace.

The Employer shall pay employee participants their regular hourly rate of pay for all time so spent and mileage for Company authorized joint meetings.

**Section 131.** The Company and Union agree that the Employer is responsible for maintaining a sound safety program and its employees are responsible for adhering to the safety program by working safely, being continually alert so they may prevent injury to themselves, fellow employees, and our customers. Employees are responsible for reporting any safety hazards immediately to store management so that they may be addressed in accord with the Company safety program.

**Section 132.** The Company agrees that, when required by its safety program or applicable law, it is obligated to provide the following safety items:

- i. Appropriate Personal Protective Equipment (PPE), as outlined in SDS sheets, including but not limited to, any cleaning of restrooms;
- ii. Floor mats, if needed, where they do not compromise safety and or the ability to clean and sanitize;
- iii. Fall protection equipment and other appropriate health and safety devices when required by OSHA rules.

**Section 133.** The Company agrees that it shall provide safety training, as required by applicable law or by its safety program at the time of hire, when employees change positions (if required) and through its store Safety Champions monthly program. The Company further agrees to maintain records of all such training, for each employee, and such records shall be made available within a reasonable amount of time with written request by the Union.

- iv. No employee shall operate, be permitted to operate, or directed to operate a Powered Industrial Truck (PIT) prior to completion of training in PIT operation. The Company shall be responsible to track the expiration date of their PIT training for re-certification. Without required PIT training, employees may only operate hand jacks.
- v. No employee shall operate, be permitted to operate, or directed to operate a cardboard baler prior to completion of training in baler operation.
- vi. No employee shall operate, be permitted to operate, or be directed to operate a trash compactor prior to completion of training in compactor operation.
- vii. Employees agree that they will not operate PIT if their training certification has expired.

Nothing in this section shall be construed to limit or replace any rights or remedies available to employees under Workers Compensation or other applicable law or regulation. Employees shall report all injuries immediately and

complete the required reporting procedures paperwork required of them by store management.

**Section 134.** The President of the Union, or a designee, shall have the right to visit any of the Company's covered places of business in order to ensure a safe work environment in accordance with Article 43 Section 110 of the retail labor agreement (Article 47 Section 131 of the meat agreement). The President of the Union, or a designee, shall follow all applicable health and safety regulations, including but not limited to hair restraints, attire, personal belongings and beverages/food throughout the store.

**Section 135.** The Employer agrees that each store will have a Safety Committee that can be made up of managerial and non-managerial employees from the store. The Safety Committee will meet at least once a month. The Store Director may designate one employee per store to act as a Safety Champion. The Company will encourage the Safety Champion to attend the monthly safety meeting with all Safety Committee members.

#### **ARTICLE 50**

#### **JOINT LABOR MANAGEMENT COMMITTEES**

**Section 136.** There shall be established in each store a joint Labor Management Committee whose purpose shall be to investigate, study and discuss mutual solutions to problems affecting Labor-Management relations in the store in a sincere attempt to improve the parties' basic relationship. The Committee in each store shall be made up of an equal number of Union and Employer representatives and shall develop its own guidelines as determined by the participants in the store and as approved by the Union and the Employer. The Committee shall not have the authority to modify the terms of this Agreement.

#### **ARTICLE 51**

#### **SAVING CLAUSE**

**Section 137.** If, during the term of this Agreement, or during any renewal or extension of the same, any Federal or State Law is enacted, or any rule or regulation is issued under any Federal or State Law, which would make compliance by the Union, the Employer, employees, or any of them, with the terms, provisions, or condition of this Agreement a violation of any of said laws, rules or regulations, then such terms, provisions or conditions shall become inoperative and of no effect from the effective date of any such decision, law, rule or regulation. The remainder of this Agreement not in conflict with any of said laws, rules or regulations shall continue in full force and effect.

**Section 138.** In the event any such terms, provisions or conditions become inoperative and of no effect, either party to this Agreement may open the same for bargaining only as to substitute provisions, if any, for those provisions made inoperative upon a thirty (30) days' written notice to the other party.

It is specifically understood that the no-strike and no-lockout provision set forth elsewhere in this Agreement shall remain in effect throughout the term of this Agreement.

## **ARTICLE 52**

### **APPRENTICE ADVANCEMENT**

**Section 139.** When an apprentice employee is due to be advanced on the basis of actual hours of work experience as set forth in this Agreement, and the Employer believes that such employee has not acquired sufficient knowledge, skill, experience, and ability to justify such increases, the Employer may, with written prior consent of the Union, jointly request an apprentice evaluation committee, as set forth in the next paragraph, to review the employee and make a determination as to whether a period of up to two hundred sixty (260) hours additional training is warranted at the existing classification rate then in effect for such employee to give the employee an opportunity to improve his performance. At the end of such two hundred sixty (260) hour period, the employee must either be advanced to the next higher wage classification, or be terminated, if such termination is justified under the terms of the Agreement.

**Section 140.** Upon request, as set forth in the previous paragraph, an apprentice evaluation committee may be established by the parties as follows: two (2) members appointed by Mountain States Employers Council and two (2) members appointed by UFCW, Local No. 7. The apprentice evaluation committee will meet with and review any apprentice employee who, in the opinion of the Employer, does not have the capabilities to warrant a classification increase.

**Section 141.** The committee shall determine whether additional training is warranted for the employee's classification requirements.

## **ARTICLE 53**

### **TECHNOLOGICAL CHANGES**

**Section 142.** The parties recognize that a well-trained and technologically proficient workforce is beneficial to employer and employees alike. As technological changes are occurring at a rapid pace, such changes may have a dramatic impact on both employees' careers and the employer's business. In the event the Employer introduces technological changes that impact bargaining unit work, they shall meet to discuss the changes, their anticipated



impact on the workforce, and any other subjects relating to or arising from the technological change in question and the affected employees.

In addition, the Employer agrees to the following:

- i. Any retraining necessary, for a comparable position and subject to the applicable seniority provisions.
- ii. Where retraining is not feasible, the Employer shall make every effort to transfer all affected employees to another department, another store, or other employment, within a reasonable geographic area of the employee's existing position or, solely at that employee's election, their residence.
- iii. In the event the employee is not retrained or transferred and is separated from employment as a result of technological changes, the company and the Union will discuss using a placement service.
- iv. To the extent that technological change results in the loss of bargaining unit work or positions, the Employer shall discuss implementing such change gradually, to allow for the natural attrition of employees through voluntary separation or retirement, with the intention that no employee, who is employed as of the date the Employer notifies the Union of its anticipated technological change, is involuntarily separated from their employment.

In the event the employee is not retrained or transferred and is permanently displaced as a direct result of major technological changes as defined above, the employee will be eligible for severance pay in accordance with the following provisions:

- a. All employees, excluding courtesy clerks, with two (2) or more years of continuous service will be eligible for one (1) week's severance pay for each year of continuous service. Maximum severance pay of ten (10) weeks' pay to be paid on a lump sum basis. Weekly severance pay shall be determined by the average number of hours worked for the four (4) weeks preceding displacement, not to exceed forty (40) hours' straight time pay.
- b. An employee shall be disqualified from severance pay in the event the employee:
  - i. Refuses retraining,
  - ii. Refuses a transfer or other employment within a radius of forty (40) miles
  - iii. Voluntarily terminates employment.
- c. In the event an employee is eligible for a severance payment pursuant to the provision, the employee will execute a Release Agreement provided by the Company prior to receipt of such severance payment.

**ARTICLE 54**  
**ENTIRE AGREEMENT**

**Section 143.** This Agreement contains all of the covenants, stipulations and provisions agreed upon between the parties hereto and no representative of either party has authority to make, and none of the parties shall be bound by, any statement, representation or agreement reached prior to the signing of this Agreement or made during these negotiations not set forth herein.

**ARTICLE 55**  
**TERM OF AGREEMENT**

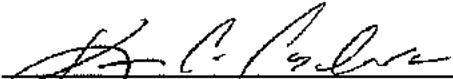
**Section 144.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.


**Section 145.** This Agreement shall be in full force and effect beginning at 12:01 a.m. on **April 5, 2019**, and shall remain in full force and effect until midnight on **January 8, 2022**, and shall be automatically renewed from year to year thereafter, unless either party desires change or termination at the expiration of said Agreement. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date, specifying the changes desired. Changes in the Agreement shall be limited to those outlined in writing by either party and the negotiations shall begin within fifteen (15) days after receipt of such notice.

IN WITNESS WHEREOF, the Parties above named have signed their names and/or affixed the signature of their authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 7**

**KING SOOPERS, INC.**

BY:   
Kim C. Cordova  
President

BY:   
Leroy Westmoreland  
Regional VP of Labor Relations

DATE: 3-12-20

DATE: 3-12-20

## **COST OF LIVING ALLOWANCE**

Effective May 18, 1986, for employees other than Courtesy Clerks, there shall be a cost of living allowance based on the increase in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers of the Bureau of Labor Statistics, US Department of Labor (1967 = 100) between March, 1985 and March, 1986. There shall be a one cent (1¢) per hour adjustment for every full (.4) increase in the Index which exceeds an increase of five point five percent (5.5%) in the Index during the period between March, 1985 and March, 1986.

**APPENDIX "A"**

**KING SOOPERS STORE 86 CLERKS**

The minimum wages for the indicated classifications shall be as set forth below on the dates indicated. The Employer may hire any employee at any rate in the progression schedule at its sole discretion.

**WORK EXPERIENCE CREDIT MATRIX – POSITION SPECIFIC**

**UNION EXPERIENCE CREDIT MATRIX**

<b>Employer Type</b>	<b>Detailed Employer Type</b>	<b>Percentage of Credit</b>	<b>Top pay rate allowed</b>
Comparable Traditional Grocery	Kroger Family of Stores (position specific) Safeway (position specific) Albertsons (position specific) Whole Foods (position specific) HEB (position specific) Publix (position specific) SuperValue (position specific)	Comparable grocery formats (size; product line) (position specific) Independent floral shops Independent liquor stores (124 only)  *Once a Journeyman always a Journeyman*	100%  YES
Non-traditional and other retailers	Wal-Mart (position specific) Target (position specific) K-Mart (position specific) Lowes Mercado (position specific) MI Pueblo (position specific) Save A Lot (position specific) Trader Joe's (position specific) Sprouts (position specific) Vitamin Cottage (position specific) Alfalfas (position specific) Sam's Club (position specific) Costco (position specific) Walgreen's (position specific) Rite Aid (position specific) Big box retailers (position specific) Dollar stores (position specific) Fast food (position specific) Restaurants (position specific) Commissary (position specific) Coffee Shops (position specific)	Convenience stores (Fuel/Service Desk) Tony's Meats (position specific) Independent grocers (position specific) Independent butchers (Meat) Department stores (position specific) Drug Stores (position specific) Hardware stores (position specific) General warehouse work (stocking) Vendors (Nabisco, Pepsi, Coke, etc.) (position specific) Banks (Service Desk) Food delivery driving experience (drivers only) Commercial driving experience (drivers only) Michaels/Hobby Lobby (Floral Designer) Independent cake stores (non-union Cake Decorators) Independent/Corporate bakery stores (non-union Bakers)	100%  NO Credit not to exceed level 0080
HomeSide-MarketPlace Stores	Kroger Family of Stores (position specific) Wal-Mart (position specific) Target (position specific) K-Mart (position specific) Sam's Club (position specific) Costco (position specific) Big box retailers (position specific) Department Stores (position specific)	Walgreen's (position specific) Rite Aid (position specific) Dollar stores (position specific) Clothing Stores (position specific) Furniture stores (position specific) Container stores (position specific) Hardware stores (position specific) Baby/toy stores (position specific)	100%  NO Credit not to exceed level 0080

Deli/Bakery/Baker/ Cake Decorator/Floral Education Credit	Position related certificate or degree for (Cake/baking/floral). Position related certificate/degree (Baking/Pastry; Floral Design; Culinary Arts; Food/Beverage; Hospitality Management; Food Science; related food degree)	Certificate -1040 hour credit Associate/Bachelors - 2080 hour credit	N/A	NO Credit not to exceed level 0080
Nutrition Specialist	Please see Nutrition Specialist WEC Matrix when hiring a Nutrition Specialist.		N/A	N/A
Pharmacy Techs	Please see Pharmacy Tech WEC Matrix when hiring a Pharmacy Tech.		N/A	N/A

**KING SOOPERS APPENDIX "A" CLERK RATES**

	Effective 1/12/2019	Effective 1/1/2020	Effective 1/10/2021
<b>CLASSIFICATION</b>			
<b>ALL PURPOSE/NUTRITION CLERK</b>			
First 1040 hours worked	\$11.75	\$12.25	\$12.35
Next 1040 hours worked	\$12.00	\$12.50	\$12.60
Next 1040 hours worked	\$12.25	\$12.75	\$12.85
Next 1040 hours worked	\$12.55	\$13.00	\$13.10
Next 1040 hours worked	\$14.00	\$14.00	\$14.00
Next 1040 hours worked	\$14.80	\$14.80	\$14.80
Next 1040 hours worked	\$15.80	\$15.80	\$15.80
Next 520 hours worked	\$16.80	\$16.80	\$16.80
Thereafter	\$18.81	\$19.16	\$19.51
<b>PHARMACY TECHNICIANS</b>			
First 1040 hours worked	\$13.00	\$13.25	\$13.50
Next 1040 hours worked	\$13.50	\$13.75	\$14.00
Next 520 hours worked	\$14.00	\$14.25	\$14.50
Thereafter	\$14.83	\$15.18	\$15.53
<b>CERTIFIED PHARMACY TECHNICIANS</b>			
First 1040 hours worked	\$15.00	\$15.25	\$15.50
Next 1040 hours worked	\$16.00	\$16.00	\$16.00
Next 1040 hours worked	\$17.35	\$17.35	\$17.35
Next 520 hours worked	\$18.81	\$19.16	\$19.51
Thereafter			
<b>BAKERY CLERK/LIQUOR STORE CLERK</b>			
First 520 hours worked	\$11.75	\$12.25	\$12.35
Next 1040 hours worked	\$12.00	\$12.50	\$12.60
Next 1040 hours worked	\$12.25	\$12.75	\$12.85
Next 1040 hours worked	\$12.50	\$13.00	\$13.10
Next 1040 hours worked	\$13.00	\$13.50	\$13.60
Next 1040 hours worked	\$14.00	\$14.00	\$14.10
Next 1040 hours worked	\$15.50	\$15.50	\$15.50

Next 1040 hours worked	\$16.00	\$16.00	\$16.00
Thereafter	\$17.39	\$17.74	\$18.09
<b>CUSTOMER SERVICE CLERK</b>			
First 520 hours worked	\$11.75	\$12.25	\$12.35
Next 1040 hours worked	\$12.00	\$12.50	\$12.60
Next 1040 hours worked	\$12.25	\$12.75	\$12.85
Next 1040 hours worked	\$12.50	\$13.00	\$13.10
Next 1040 hours worked	\$13.00	\$13.50	\$13.60
Next 1040 hours worked	\$13.50	\$14.00	\$14.10
Next 1040 hours worked	\$14.00	\$14.50	\$14.60
Next 1040 hours worked	\$14.50	\$15.00	\$15.10
Thereafter	\$15.88	\$16.23	\$16.58
<b>COURTESY CLERK</b>			
0-3 Years	\$11.30	\$12.00	\$12.00
3-6 Years	\$11.85	\$12.55	\$12.55
6 Years +	\$12.40	\$13.10	\$13.10
<b>DELI/COFFEE/CHEESE CLERK</b>			
First 520 hours worked	\$11.75	\$12.25	\$12.35
Next 1040 hours worked	\$12.00	\$12.50	\$12.60
Next 1040 hours worked	\$12.25	\$12.75	\$12.85
Next 1040 hours worked	\$12.50	\$13.00	\$13.10
Next 1040 hours worked	\$13.00	\$13.50	\$13.60
Next 1040 hours worked	\$14.00	\$14.00	\$14.10
Next 1040 hours worked	\$15.50	\$15.50	\$15.50
Next 1040 hours worked	\$16.00	\$16.00	\$16.00
Thereafter	\$17.39	\$17.74	\$18.09
<b>KING SOOPERS HOURLY MANAGEMENT RATES</b>			
Head Clerk (Floral DH, Asst. DH, Floor Supervisor, Pickup Leads, Deli Chef, etc.)	\$19.81	\$20.16	\$20.51
FRONT END/DEPARTMENT HEAD	\$20.81	\$21.16	\$21.51
GENERAL MDSE/DEPARTMENT HEAD	\$20.81	\$21.16	\$21.51
GROCERY/DEPT MGR	\$20.81	\$21.16	\$21.51



HOME HARDLINES/DEPT HEAD	\$20.81	\$21.16	\$21.51
PRODUCE/DEPARTMENT HEAD	\$20.81	\$21.16	\$21.51
BAKERY/DEPARTMENT HEAD	\$20.81	\$21.16	\$21.51
<u>DELI DEPARTMENT HEAD</u>	<u>\$21.13</u>	<u>\$21.48</u>	<u>\$21.83</u>

**Bargaining Note:** In applying the provisions of this Agreement, the parties understand, for example, that an employee working at a progression step that is adjusted as a result of the execution of this Agreement would remain at the same step but work under the newly adjusted rate until they complete the remaining hours of that step and advance to the next step.

DEPARTMENT HEAD BONUS: The Company retains the right to develop, implement and establish a Bonus Plan for Department Heads at its sole discretion including the right to determine bonus amounts, payment criteria, measurements and the right to make changes and modifications to the program including termination of the program.

**LETTER OF UNDERSTANDING  
BETWEEN  
KING SOOPERS, INC  
AND  
UFCW LOCAL 7**

**LIQUOR STORE CLERKS**

The Union agrees to withdraw with prejudice and without back pay all current pending grievances regarding the classification and rate of pay for work performed in the liquor store. Effective the first Sunday following November 24, 2015, a Liquor Store Clerk Classification shall be established with the rates set equal to the new Deli/Bakery Clerk rates and the employer shall transfer existing Non-Food Clerks working in the Liquor Store to such new classification.

The original document was signed by Steve DiCroce and Kim Cordova is on file at the King Soopers Labor Relations Dept.

**LETTER OF UNDERSTANDING  
BETWEEN  
KING SOOPERS, INC  
AND  
UFCW LOCAL 7**

**COLORADO LABOR PEACE ACT**

In the event the Union proceeds with an election pursuant to the Colorado Labor Peace Act ("the Act"), the Company will remain neutral throughout the entire process. Except as set forth below, neutrality means the Company will neither help nor hinder UFCW Local 7 ("the Union") in its efforts to win an election pursuant to the Colorado Peace Act including making any statement or taking any action that directly or indirectly indicates or implies any opposition to workers pursuing their rights under the Act or assisting any person or group who may oppose the Union. The Company maintains the right to correct any material misstatement or omission presented regarding the Act or related labor laws during a campaign.

The Company agrees to send a letter to each affected worker outlining the Employer's neutral position. The Employer will provide the Union with a copy of the letter prior to it being distributed to the affected workers.

**The original document was signed by Steve DiCroce and Kim Cordova is on file at the King Soopers Labor Relations Dept.**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**KING SOOPERS, INC**

**AND**

**UFCW LOCAL 7**

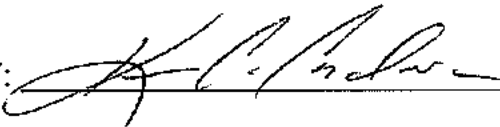
**MINIMUM WAGE**

The parties agree that an employee working at a progression step that is adjusted as a result of the operation of **the minimum wage during the term of this Agreement** would remain at the same step but work under the newly adjusted rate until they complete the remaining hours of that step and advance to the next step.

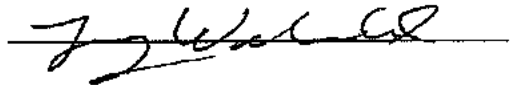
**UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL No. 7**

**KING SOOPERS, INC.**

BY:



BY:



DATE:

3-12-20

DATE:

\_\_\_\_\_

## LETTERS OF AGREEMENT

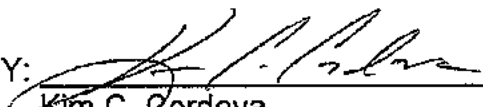
The Letters of Understanding, which are carried over into the new Agreement, are as follows; all others are deemed null and void:


1. Extension of thirty-day time limit as set forth in Article 41, Section 109, Step 3. Dated 6/27/80.
2. Settlement of NLRB Case 27-CA-8665, Information/Customer Complaints. Dated 5/4/84.
3. Posting Official Notice Arbitration. Dated 5/14/84.
4. Hiring of Journeyman Floral Clerk. Dated 7/17/85.
5. Definitions of "Beverages" in CBA. Dated 11/11/87.
6. Sick Pay Request Forms. Dated 11/17/87.
7. Sick Pay Accumulation. Dated 1/6/88.
8. Grievances Resolved at Store Level by Stewards. Dated 1/6/88.
9. Promotions, Article 26, Section 64. Dated 11/3/88.
10. Outdoor Bedding Plant Sales/Holiday Pay. Dated 4/6/89.
11. Assistant Deli Manager/Deli Manager/Deli Chef. Dated **3/24/19**.
12. ACTMEDIA, Inc. Dated 9/24/90.
13. Special Order Person. Dated 10/10/90.
14. Delivery Driver Supplemental Agreement. Dated 3/14/91.
15. Reclamation Center/Dry Cleaning. Dated 7/31/91.
16. Personal Cellphones. Dated 9/8/15.
17. Teleshopper Selection Center Supplemental Agreement. Dated 12/1/95.
18. Scheduling of Shifts/Four Ten-Hour Days. Dated 8/6/96.
19. Dress Requirements. Dated **3/25/19**.
20. Pharmacy Technicians. Revised **3/3/19**.

21. Culinary Head Clerk classification. Dated 10/6/05.
22. Operation of Coffee Shop. Dated 10/6/05.
23. Employee Buyout. Dated 11/9/05.
24. Courtesy Clerks. Dated 11/9/05.
25. Verbal or Written Warnings. Dated 1/26/06.
26. Restaurant Agreement. Dated 7/12/10.
27. Health and Welfare Trust Fund. Dated 4/28/11.
28. Nutrition Clerk Rate of Pay. Dated 12/09/13.
29. Murray's Cheese Shops. Dated 6/13/11.
30. Establishment of Arbitration Scheduling Procedures. Dated 9/1/15.
31. Tuition Reimbursement. Dated 9/1/15.
32. Health and Welfare Contribution Recital (Attachment B). Dated 11/13/15.
33. **ACQ Bucket Hours. Dated 3/24/19.**
34. **Joint Labor Management. Dated 3/25/19.**

**UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL No. 7**

**KING SOOPERS, INC.**

BY:   
 Kim C. Cordova  
 President

BY:   
 Leroy Westmoreland  
 Regional VP of Labor Relations

DATE: 3-12-20

DATE: 3-12-20

**LETTER OF AGREEMENT**

**#1**

**EXTENSION OF THIRTY-DAY TIME LIMIT AS SET FORTH IN ARTICLE 43 (41),  
SEC. 114 (109). STEP 3. DATED 6/27/80.**

June 27, 1980

Edward Behlke, Vice President  
King Soopers, Inc.  
65 Tejon Street  
Denver, CO 80223

Re: Extension of Thirty Day Time Limit as Set Forth in Article 43 (41), Section 114  
(109), Step 3

Dear Ed:

In the newly adopted bylaws of Local 7, there is a provision which will allow a member to appeal the Union's recommendation not to arbitrate a member's particular grievance. This appeal is brought before the Local Union's Executive Board.

Because of this procedure, the decision to arbitrate a particular grievance could go beyond the thirty (30) day time limit.

While the Union certainly has the right to request arbitration and then cancel such arbitration, the Union feels that it would be in the best interest of both parties and less paperwork if the Company would agree to extend this thirty (30) days provided that the Union notifies the Company of the grievance and the date of the appeal. The Union would further agree that in the event it chose to arbitrate said grievance, the Union must request such arbitration within ten (10) days after the appeal date.

As I recall, I have previously discussed this with you or one of your representatives and you have indicated that this procedure would be agreeable. If for some reason this does not meet with your approval, would you please contact me promptly?

Thanking you in advance, I am

(NOTE: Article and section numbers referenced correspond to the Denver Clerk contract. Italicized article and section numbers referenced in parentheses correspond to the Broomfield Clerk Store 86 contract.)

The original document was signed by Charles E. Mercer and is on file at the King Soopers Labor Relations Dept.

**LETTER OF AGREEMENT**

**#2**

**SETTLEMENT OF NLRB CASE 27-CA-8665, INFORMATION/CUSTOMER  
COMPLAINTS. DATED 5/4/84**

**Letter of Settlement**

**between**

**King Soopers, Inc.**

**and**

**United Food and Commercial Workers, Local Union No. 7**

King Soopers, Inc. (hereinafter the "Employer") and United Food and Commercial Workers, Local Union No. 7 (hereinafter the "Union"), hereby agree to settle the allegations set forth in the Charge Against Employer in Case No. 27-CA-8665 on the following basis:

1. The Union hereby releases, remises and forever discharges the Employer from all matters asserted in the Charge Against Employer or Complaint and Notice of hearing in Case No. 27-CA-8665 now pending before the National Labor Relations Board, which charge the Union agrees to withdraw with prejudice and the Union agrees to take all procedural steps necessary to accomplish the dismissal of the Complaint therein.
2. The Employer denies that it has engaged in any unfair labor practices and the Employer's concurrence in this agreement shall not constitute an admission of any unfair labor practice.
3. If an employee is disciplined or discharged as a result of a customer alleging misconduct and a grievance is filed protesting the discipline or discharge which is presented to arbitration, upon request, the attorney representing the Union will be provided the name and telephone number of the complaining customer. The attorney will contact the customer by telephone, if contact is desired. If the customer agrees to a meeting in person during the telephone conversation, the Employer will provide the Union with the customer's address. If the customer does not have a telephone at home or at work, the Employer will provide the attorney representing the Union with the customer's address.
4. The Union's attorney shall keep the customer's name, telephone number and/or address confidential to himself or herself, except in the case of the Union's law firm the name, telephone number, and/or address may be provided to a law clerk.
5. The Union's attorney shall not intimidate, threaten or otherwise harass the customer, but shall conduct themselves in a professional manner.

IN WITNESS WHEREOF, the above named parties affix their names and the signatures of their duly authorized representative this 4th of May, 1984.

**The original document was signed by Charles Mercer and Steven Niven and is on file at the King Soopers Labor Relations Dept.**



## LETTER OF AGREEMENT

#3

### POSTING OFFICIAL NOTICE ARBITRATION. DATED 5/14/84

May 14, 1984

Michael C. Severns, Esq.  
Mountain States Employers Council  
1790 Logan Street  
Box 539  
Denver, Colorado 80201

Re: UFCW-7 v. King Soopers (Posting Official Union Notice Arbitration)

Dear Mike:

This letter will confirm that we have orally reached an agreement to settle this case on Thursday, May 10. Enclosed with this letter is a draft of the language which we have discussed over the telephone which is part of the settlement.

Outside of the settlement, we have made some other agreements or exchanged ideas. First, it is agreed that the August 29, 1983 notice which caused this grievance to be filed, would be considered proper under the attached language. Second, with respect to management reviewing the notice, we have agreed that such a review cannot unreasonably interfere with the timing of the notice, i.e., if it is important that the notice be posted immediately because its content needs to be known before a date arising in the immediate future, it would not be proper for Kings to unreasonably insist that a particular individual review the notice who is not then available. If, however there is no particular time crunch involved, there is a fair amount of flexibility in terms of who reviews the notice and when.

Finally, with respect to the word inflammatory which is included in the settlement, we discussed two different sets of circumstances, one of which we would agree is inflammatory and one of which we would agree is not inflammatory. We recognize that there may be a fine line between the two and hope that all parties will act reasonably in interpreting the language in the facts of each case. With respect to what is inflammatory, it would be improper for the union in a notice to encourage members to file numerous and multiple grievances in an effort to harass King Soopers. It would not be inflammatory for the union to explain rights and to inform the employees that if they have problems or beliefs that these rights are being violated to discuss the matter with their steward or business agent.

I believe that this settlement is fair and reasonable for all sides and that the problem probably arose because of the heat of the moment. To my knowledge, there had never been any problems in the past with posting of notices and it is my firm hope that there will be none in the future. I appreciate your cooperation in helping reach a prompt and reasonable resolution to this matter. If you have any questions about the language, please feel free to call.

The original document was signed by Thomas Buescher on 5/14/84 and is on file at the King Soopers Labor Relations Dept.

## **LETTER OF AGREEMENT**

**#4**

**HIRING OF JOURNEYMAN FLORAL CLERK. DATED 7/17/85**

### **SETTLEMENT AGREEMENT**

The United Food and Commercial Workers Union, Local No. 7 and King Soopers, Inc., hereby agree to resolve the grievance in Case #230-85 as follows:

1. It is agreed that the word "Journeymen" in Section 84 of the collective bargaining agreement refers to all classifications, having a Journeymen or a "Thereafter" rate.
2. It is agreed that, in the circumstances of this case, the Company did have a specific need to hire a Journeyman Floral Clerk and thus, the above-referenced grievance is hereby withdrawn on a non-precedent setting basis. The Company acknowledges however, that it has an obligation to review such hiring before they occur and will do so in all future cases.

**The original document was signed by Ed Behlke and Charles E. Mercer on 7/17/85 and is on file at the King Soopers Labor Relations Dept.**

**LETTER OF UNDERSTANDING**

**#5**

**DEFINITIONS OF "BEVERAGES" IN CBA. DATED 11/11/87**

Between

King Soopers, Inc.

And

United Food And Commercial Workers Local No. 7

King Soopers, Inc. and United Food and Commercial Workers Local No. 7 are signatory to certain Collective Bargaining Agreements covering employees employed by King Soopers, Inc. in its retail stores. The parties have agreed that the definition of "beverages" as it appears in the bargaining unit work jurisdiction provision of the Collective Bargaining Agreements shall be interpreted as follows:

"Beverages" shall be defined as soda pop, liquid mixes (tonic, soda, Tom Collins, etc.), beer, waters (seltzer, mineral, flavored soda, etc.), wine (where carried), and non-carbonated fruit juices and juice flavored drinks packaged in a manner similar to soda pop items.

The original document was signed by Ed Behlke and Charles E. Mercer on 11/11/87 and is on file at the King Soopers Labor Relations Dept.

## LETTER OF UNDERSTANDING

#6

### SICK PAY REQUEST FORMS. DATED 11/17/87

The United Food & Commercial Workers' Local No. 7 (hereinafter "the Union") and King Scoopers, Inc. (hereinafter "the Employer") hereby agree to resolve the grievance in Case No. 52-84 as follows:

- 1.) The Employer may require employees to complete its sick pay request forms in accordance with the following:
  - i. Part I of the form must be completed for all absences for which the employee is requesting sick pay.
  - ii. Part IV of the form may be required to be completed for absences of three or more scheduled work days.
  - iii. Completion of Part IV of the form may be requested prior to three scheduled work days if there are suspicious circumstances indicating malingering by the involved employee. Additionally, the Employer may require completion of Part IV where the employee's absenteeism record is excessive. Under the above circumstances, the employee will be notified by a Company representative, while still absent, that the employee will be required to have Part IV completed.
  - iv. In lieu of completing Part IV, where necessary, the employee may submit the following, which shall constitute "other authoritative verification", only if dates of disability and diagnosis are indicated.
    1. Hospital bill
    2. Worker Compensation Information
    3. Health and Welfare trust fund information
- 2.) The Employer will make every reasonable effort to insure that payments will be received in a timely manner.
- 3.) The Employer will not refuse to allow employees returning from sick leave to report for work because the employee has not completed the sick pay request form or provided other verification of illness. The only exception would be where the employee does not appear physically capable of performing the work or where the illness could remain contagious and therefore dangerous to either product, customers or employees. Where the request for sick leave is denied, the Union may grieve and pursue the same.
- 4.) For absences of one calendar week or more, employees will be required to request a leave of absence in writing.
- 5.) Completion of the sick pay request form will not be required by employees who are not eligible for, or are not requesting sick pay.

**The original document was signed by Ed Behlke on 11/17/87 and Charles E. Mercer on 12/22/87 and is on file at King Soopers Labor Relations Dept.**

**LETTER OF UNDERSTANDING**

**#7**

**SICK PAY ACCUMULATION. DATED 1/6/88**

**Between**

**King Soopers, Inc.**

**And**

**United Food And Commercial Workers Union, Local No. 7**

Whereas, during the negotiations for the current contract, the parties agreed that part-time employees would accrue sick pay on a pro-rata bases;

Whereas, a dispute has arisen as to how full time employees would continue to accrue sick pay;

Whereas, resolution of such an issue was not contemplated nor discussed during said negotiations.

Therefore, in order to resolve the dispute, the parties named above hereby agree as follows:

Employees classified as full time shall continue to receive 4 hours sick pay credit per month, provided said employee works the minimum hours set forth in the Meat and Clerks Agreements.

This agreement shall apply to all collective bargaining agreements between the parties, which have the above-described language and shall be in effect during the terms of said Agreements.

**The original document was signed by Steve DiCroce and Gary Hakes on 1/6/88 and is on file at the King Soopers Labor Relations Dept.**

**LETTER OF UNDERSTANDING**

**#8**

**GRIEVANCES RESOLVED AT STORE LEVEL BY STEWARDS. DATED 1/6/88**

Between

King Soopers, Inc.

And

United Food And Commercial Workers Union Local No. 7

To encourage prompt and equitable resolution of grievances, the parties set forth above agree to the following:

All grievances resolved at the store level between Management and the Union appointed Shop Steward shall be entered into on a non-precedent setting basis.

**The original document was signed by Steve DiCroce and Gary Hakes on 1/6/88 and is on file at the King Soopers Labor Relations Dept.**

## LETTER OF AGREEMENT

#9

**RE: PROMOTIONS (ARTICLE 27 (26), SECTION 69 (65)). DATED 11/3/88**

The following understanding shall apply to all bargaining units covered by contract with the UFCW Local No. 7:

1. That in compliance with the standards set forth by the Department of Labor, no employee shall be promoted to the Bakery, Produce, Meat or Deli while under the age of 18. If the affected employee turns 18 years old during the promotion period, he/she shall then become eligible for promotion to the above job assignments in accordance with Article 27 (26) Section 69 (65).
2. It is understood that age shall not be a factor in all other promotion not covered under #1 above.

(NOTE: Article and section numbers referenced correspond to the Denver Clerk contract. Italicized article and section numbers referenced in parentheses correspond to the Broomfield Clerk Store 86 contract.)

The original document was signed by Steve DiCroce and Gary Hakes on 11/3/88 and is on file at the King Soopers Labor Relations Dept.



## LETTER OF AGREEMENT

#10

### HOLIDAY PAY FOR PART-TIME EMPLOYEES AND OUTDOOR BEDDING PLANT SALES. DATED 4/6/89

King Soopers Inc. and the UFCW Local No. 7 agree as follows relative to the disputes regarding payment of holiday pay to part-time employees under the clerks and meat agreements, and the dispute over which classification has jurisdiction over collection of sales during the outdoor bedding plant sale.

1. The language governing holiday pay for part-time employees under the meat and clerk agreements shall be interpreted as follows:

Holiday pay shall be based on the actual hours worked, or paid for vacation for the week immediately preceding the week in which the holiday occurs. Other hours paid for, but not worked, such as funeral pay, sick pay, holiday pay, jury pay, etc. shall not be included in determining holiday for part-time employees. It is understood that such holiday pay is subject to the employee meeting the other eligibility requirements of the contract.

It is further understood, that a part-time employee who does not perform work in the week immediately preceding the holiday and is not on vacation during that week or receiving sick pay or in the first 30 days of an LOA for an on-the-job injury, shall not be entitled to any holiday pay. A part-time employee who does not perform work in the week prior to a holiday and who is not on vacation, but is receiving sick pay or is within the first 30 days of an LOA or an on-the-job injury shall be paid the minimum 3 hours of holiday pay providing they meet the other eligibility requirements of the contract.

2. All pending grievances filed on the issue in #1 shall be resolved on the basis of this interpretation.
3. It is understood that the parties have a dispute as to the permissible duties of GM/Non-food clerks with respect to the handling and sales of seasonal bedding plants items outside the plant and floral department. The parties agree to the following interpretation with the understanding that such understanding does not prejudice the parties position on the principal issue stated above.

The sales of bedding plants and related items outside the store (and Christmas trees during the holiday season) shall be performed by Plant and Floral clerks of the store. In the event that Plant and Floral clerks don't exist in the location or they have their hours maximized, then the company may utilize GM/Non-food clerks to perform the work at the GM/Non-food clerks' current rate of pay.

No other changes are contemplated by the agreement.

The original document was signed by Steve DiCroce on 4/6/89 and Gary Hakes on 4/3/89 and is on file at the King Soopers Labor Relations Dept.

LETTER OF AGREEMENT

#11

ASSISTANT DELI MANAGER/DELI MANAGER/DELI CHEF. DATED 8/9/90

between

KING SOOPERS, INC.

and

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 7

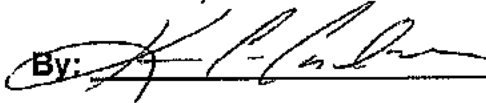
Re: Assistant Deli Manager/Deli Manager/Deli Chef

The Parties named above agree to the following:

1. Assistant Delicatessen Managers - Assistant deli managers may be designated at the discretion of management and is not a required classification. It is understood and agreed that in all Deli departments, the Employer shall be allowed to employ one additional Assistant Deli Manger in the Deli Department for every 600 earned weekly hours in the Deli. Such Assistant Managers shall not be scheduled to work similar work shifts as the Deli Manager, unless in training. (Overlap of shifts between the Assistant and Manager is recognized, as long as they are not essentially working the same shift). No Deli is required to have an Assistant Manager.
  - a. In Delis not earning more than 600 weekly hours, not more than one employee per store, per deli, may be designated as an assistant deli manager and shall not be scheduled similar shifts unless in training. Further, the assistant deli manager may continue to perform all duties within the deli as they have in the past.
2. In accordance with Article 6, Section 14, NEW CLASSIFICATIONS, the parties have met and agreed as follows:

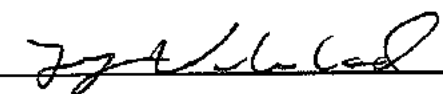
Deli Chef - Deli Chefs may be designated at the discretion of management and is not a required classification. However, not more than one employee per store, per deli, may be designated as a deli chef. These employees will receive the same rate of pay as an assistant deli manager and will be considered a separate classification for the purposes of seniority-related issues, such as scheduling, promotions, layoffs, reduction of hours, vacations, etc.

UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL No. 7

By:  \_\_\_\_\_

Date: 3-12-20

KING SOOPERS, INC.

By:  \_\_\_\_\_

Date: 3-12-20

**LETTER OF AGREEMENT**  
**#12**  
**ACTMEDIA, INC. DATED 9/24/90**

between  
UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 7  
and  
KING SOOPERS, INC.

WHEREAS, King Soopers, Inc., has contracted certain services with ACTMEDIA, Inc.; and

WHEREAS, this work would not normally otherwise exist within stores;

NOW, THEREFORE, the parties identified above agree as follows:

1. Representatives from ACTMEDIA, Inc., may maintain advertising space on aisle vision billboards, shopping carts and the shelf talker instant coupon machine in all stores, with the understanding that such advertising placards are not to include pricing of any kind.
2. It is further understood that this work is strictly limited as set forth above and shall not be expanded further.
3. The Company will provide the Union with a copy of the current work contract with ACTMEDIA, Inc., and this agreement shall expire concurrent with said contract, unless mutually agreed upon by the parties to continue the same.

**The original document was signed by Steve DiCroce on 9/24/90 and Gary Hakes on 9/14/90 and is on file at the King Soopers Labor Relations Dept.**

**LETTER OF AGREEMENT**

**#13**

**SPECIAL ORDER PERSON (KS #'S 4 AND 7). DATED 10/10/90**

**Case Nos. 475- and 476-90**

The parties agree to resolve the above-referenced matters as follows:

1. No later than Oct. 22, 1990, the Company agrees to post a notice in all stores by district, identifying an opening for a "District Special-Order Person", which job is to be performed by an all-purpose clerk.
2. The notice shall remain posted for seven days in an area accessible to all employees.
3. After the seven-day posting requirement has been complied with, the names shall be submitted to a central location and a copy of each store posting shall be provided to the Union.
4. No later than Dec. 2, 1990, the Company will assign this position to the most senior, qualified employee who has signed the list. Qualification required for consideration would include previous ordering experience, as well as stocking experience; and, where qualifications are reasonably equal, seniority shall prevail.
5. As future openings occur within this job assignment resulting from quit, discharge, transfer, promotion or a new-job assignment, the above procedure will again be used in determining who will be assigned to the vacancy.

**The original document was signed by Steve DiCroce on 10/10/90 and Gary Hakes on 9/21/90 and is on file at the King Soopers Labor Relations Dept.**

**LETTER OF AGREEMENT**

**#14**

**DELIVERY DRIVER SUPPLEMENTAL AGREEMENT. DATED 3/14/91**

KING SOOPERS, INC. (Denver, Colorado) A division of DILLON COMPANY, INC., hereinafter referred to as the "Employer" and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL #7, AFL-CIO-CLC, hereinafter referred to as the "union" are parties to a Labor Agreement having as its term **April 5, 2019 to January 8, 2022**. Said Agreement, hereinafter referred to as the "Principal Agreement" covers the retail clerk operations of the Employer's stores in the metropolitan Denver area.

This Supplemental Agreement which has as its term **April 5, 2019 to January 8, 2022**, amends, modifies, or changes certain identified portions of the Principal Agreement as set forth below. Where there is no reference to an Article or Section then such Article or Section shall be deemed to not have included in this Supplemental Agreement.

**ARTICLE 1**  
**RECOGNITION AND EXCLUSIONS**

**Section 1.** Amend language of the Principal Agreement as follows:

Addition: Delivery Drivers

Exclusion additions: temporary/seasonal employees and contract.

Paragraphs two and three same as Principal Agreement.

**ARTICLE 3 (2)**  
**UNION SECURITY AND CONDITIONS**

**All Sections.** Same as Principal Agreement.

**ARTICLE 4 (3)**  
**CHECK-OFF**

**All Sections.** Same as Principal Agreement.

**ARTICLE 5 (4)**  
**NEW EMPLOYEES, TRANSFERRED EMPLOYEES, PROMOTED OR DEMOTED**

**All Sections.** Same as Principal Agreement.

**ARTICLE 6 (5)**  
**RIGHTS OF MANAGEMENT**

**All Sections.** Same as Principal Agreement.

**ARTICLE 7 (6)**  
**DEFINITIONS OF CLASSIFICATIONS**

**Section 16 (12).** Add to Section 16 (12) the following definitions.

- j. (m) **DELIVERY DRIVERS.** A delivery driver is an employee whose principal job assignment includes the delivery of customer purchases to the customer, picking up of abandoned shopping carts in the vicinity of the store and returning same to store and the necessary maintenance of shopping carts. Delivery drivers may perform all work connected with the selection of customer purchases from the sales floor, including the storage and retrieval thereof. Delivery drivers may also be required to make incidental pick-ups and deliveries of items at the Employer's warehouses or manufacturing facilities and of other items not listed above at the Employers discretion.
  
- k. (n) **TEMPORARY/SEASONAL EMPLOYEES.** Temporary Seasonal employees may be hired from 11/15 to 1/6 and 2/1 to 6/15 for periods not to exceed 30 days and may perform any of the work designated in Section 16,j, which would not include the selection of customer purchases from the sales floor, including the storage and retrieval thereof.
  
- l. (o) **SHOPPING CART CONTRACT LABORERS.** The employer agrees to not contract with any additional contractors for the purpose of shopping cart collection during the life of this agreement.
  
- m. (p) **DELIVERY CONTRACT LABORERS.** The employer may employ contract laborers for the purpose of making pick-ups and deliveries as defined in j. above with the understanding that such contractors shall not be allowed to select customer purchases from the sales floor, including the storage and retrieval thereof.

**Section 17-18 (13-14).** Same as Principal Agreement.

**ARTICLE 8 (7)**  
**RATES OF PAY**

**All Sections.** Same as Principal Agreement.

**ARTICLE 9 (8)**  
**PRIOR EXPERIENCE**

**All Sections.** Same as Principal Agreement.

**ARTICLE 10 (9)**  
**SCHEDULING AND ASSIGNMENT OF HOURS**

**Section 23 (19).** Amend language of the last sentence of first paragraph with following:

Deliver Drivers shall not be scheduled for less than two (2) hours per day, or 20 hours per week, provided they are available for work.

**All Sections 24-28 (20-24).** Same as Principal Agreement.

**ARTICLE 11 (10)**  
**NO REDUCTION IN PAY**

**All Sections.** Same as Principal Agreement.

**ARTICLE 12 (11)**  
**OVERTIME**

**All Sections.** Same as Principal Agreement.

**ARTICLE 13 (12)**  
**SUNDAY PREMIUM**

**All Sections.** Same as Principal Agreement.

**ARTICLE 14 (13)**  
**TRAVEL BETWEEN STORES**

**All Sections.** Same as Principal Agreement, except add new sections to read:

"A premium of \$0.30 cents per hour for all hours worked in the collection of shopping carts by an employee using his personal vehicle."

"Any employee whose driving record shows a pattern of continuous and repetitive disregard for traffic laws, public safety and the employer's interest, may be subject to progressive discipline."

**ARTICLE 15 (14)**  
**NIGHT PREMIUM**

**All Sections.** Same as Principal Agreement.

**ARTICLE 16 (15)**  
**HOLIDAYS AND HOLIDAY PAY**

**All Sections.** Same as Principal Agreement.

**ARTICLE 17 (16)**  
**VACATIONS**

**All Sections.** Same as Principal Agreement.

**ARTICLE 18 (17)**  
**MINIMUM WEEKLY SCHEDULE**

**All Sections.** Same as Principal Agreement.

**ARTICLE 19 (18)**  
**NO FREE WORK**

**All Sections.** Same as Principal Agreement.

**ARTICLE 20 (19)**  
**TIME CARDS**

**All Sections.** Same as Principal Agreement.

**ARTICLE 21 (20)**  
**SPLIT SHIFTS**

**All Sections.** Same as Principal Agreement.

**ARTICLE 22 (21)**  
**STORE MEETINGS**

**All Sections.** Same as Principal Agreement.

**ARTICLE 23 (22)**  
**REPORTING PAY**

**Sections 58 (53).** Amend Principal Agreement as follows:

Any employee able to render required services shall, if called for work, be guaranteed an amount equal to two (2) hours' pay at his straight-time rate of pay. Employees working in two (2) stores of the Employer in any one (1) day shall receive a full day's pay for such work.

**ARTICLE 24 (23)**  
**LUNCH BREAKS**

**All Sections.** Same as Principal Agreement.



**ARTICLE 25 (24)**  
**RELIEF PERIODS**

**All Sections.** Same as Principal Agreement.

**ARTICLE 26 (25)**  
**PROBATIONARY PERIOD**

**All Sections.** Same as Principal Agreement.

**ARTICLE 27 (26)**  
**SENIORITY**

**Section 62 (58).** Add new paragraph to language in Principal Agreement- "Delivery Drivers shall have separate seniority for all applications of the collective bargaining agreement. It is understood that drivers may be based at an individual store, be assigned to a HUB store or the floral design center and that for purposes on the seniority provisions of this agreement that such assignment shall be considered as a store. Further, employees may be dispatched from their base store to deliver an order from another store and that such assignment shall not be considered a breach of this agreement."

**Section 63-67 (59-63).** Same as Principal Agreement.

**Section 68 (64).** Add to language of Principal Agreement:

Notwithstanding the above, an employee classified as a Delivery Driver shall be eligible for promotion to a higher classification provided the employee has worked a minimum of one (1) year in the delivery driver classification.

It is understood and agreed that the position of delivery driver is not subject to bid under the provisions of Section 68 (64).

The Employer retains the right to hire Delivery Driver personnel directly off-the-street.

It is further understood that the Employer retains the right to select current employees at its own discretion for delivery positions.

**Section 69 (65).** Same as Principal Agreement.

**ARTICLE 28 (27)**  
**UNSCHEDULED OVERTIME**

**Section 72 (68).** Amend paragraph two to provide "Overtime assignments of two (2) hours..."

**ARTICLE 29 (28)**  
**LAYOFFS**

**Section 73 (69).** Add new last paragraph to current language to read:

It is understood and agreed that higher classified employees of the bargaining unit shall not have the right to displace Delivery Drivers in the event of a layoff.

**Section 74-75 (70-71).** Same as Principal Agreement.

**ARTICLE 30 (29)**  
**TRANSFER FROM STORE TO STORE**

**All Sections.** Same as Principal Agreement.

**ARTICLE 32 (30)**  
**LEAVES OF ABSENCE**

**All Sections.** Same as Principal Agreement.

**ARTICLE 33 (31)**  
**BEREAVEMENT LEAVE**

**All Sections.** Same as Principal Agreement.

**ARTICLE 34 (32)**  
**JURY DUTY**

**All Sections.** Same as Principal Agreement.

**ARTICLE 35 (33)**  
**SICK LEAVE**

**All Sections.** Same as Principal Agreement.

**ARTICLE 36 (34)**  
**INJURY ON THE JOB**

**All Sections.** Same as Principal Agreement.

**ARTICLE 37 (35)**  
**HEALTH AND WELFARE COVERAGE**

**All Sections.** Same as Principal Agreement.

**ARTICLE 38 (36)**  
**NON-DUPLICATION OF BENEFITS**

**All Sections.** Same as Principal Agreement.

**ARTICLE 39 (37)**  
**PENSION**

**All Sections.** Effective January 1, 1993 employees under this agreement shall cease to participate in the employer's retirement program and shall begin participation in the pension program as defined in the Principal agreement.

**ARTICLE 40 (38)**  
**DISCHARGE AND NO DISCRIMINATION**

**All Sections.** Same as Principal Agreement.

**ARTICLE 41 (39)**  
**UNION REPRESENTATIVE VISITATION**

**All Sections.** Same as Principal Agreement.

**ARTICLE 43 (41)**  
**DISPUTE PROCEDURE**

**All Sections.** Same as Principal Agreement.

**ARTICLE 44 (42)**  
**NO STRIKE OR LOCKOUT**

**All Sections.** Same as Principal Agreement.

**ARTICLE 45 (43)**  
**STORE CLOSING**

**All Sections.** Same as Principal Agreement.

**ARTICLE 46 (44)**  
**BULLETIN BOARD**

**All Sections.** Same as Principal Agreement.

**ARTICLE 47 (45)**  
**UNION STORE CARDS**

**All Sections.** Same as Principal Agreement.

**ARTICLE 48 (46)**  
**LIE DETECTOR TESTS**

**All Sections.** Same as Principal Agreement.

**ARTICLE 49 (47)**  
**UNIFORMS/EQUIPMENT**

**All Sections.** Same as Principal Agreement.

**ARTICLE 51 (49)**  
**MASTER SAFETY COMMITTEE**

**All Sections.** Same as Principal Agreement.

**ARTICLE 52 (50)**  
**JOINT LABOR MANAGEMENT COMMITTEES**

**All Sections.** Same as Principal Agreement.

**ARTICLE 53 (51)**  
**SAVINGS CLAUSE**

**All Sections.** Same as Principal Agreement.

**ARTICLE 55 (53)**  
**TECHNOLOGICAL CHANGES**

**All Sections.** Same as Principal Agreement.

**ARTICLE 56 (54)**  
**ENTIRE AGREEMENT**

**All Sections.** Same as Principal Agreement.

**ARTICLE 57 (55)**  
**TERM OF AGREEMENT**

**All Sections.** Modify dates as agreed in the Principal Agreement.

**COST OF LIVING ALLOWANCE/ LETTERS OF UNDERSTANDING**

Same as Principal Agreement as is applicable.

(NOTE: Article and section numbers referenced correspond to the Denver Clerk contract. Italicized article and section numbers referenced in parentheses correspond to the Broomfield Clerk Store 86 contract.)

**Article titles and section numbers referenced above have been modified over the years to currently note the proper section.**

**LETTER OF AGREEMENT**

**#15**

**RECLAMATION CENTER/ DRY CLEANING. DATED 7/31/91**

July 31, 1991

Mr. Gary Hakes  
UFCW Local No. 7  
7760 West 38th Avenue, Suite 400  
Wheat Ridge, CO 80033

RE: Reclamation

Dear Gary:

To follow up our discussion of the Steward's Conference, the Company will be operating a reclamation center that will allow King Soopers to obtain credit from manufacturers on damaged and unsalable products.

This will change the method in which damaged product is handled at the store level, instead of marking down product and placing it on the markdown rack, the APC will box all damaged products and ship them to the reclamation center. The reclamation center will work with the manufacturers to obtain credit for the merchandise.

We are hopeful that this program will reduce shrink expense and increase employee bonuses. Also, as we discussed we will be developing a new dry cleaning service in the stores. Non-food/GM clerks will accept and handle items to be cleaned. These items will be sent to a dry cleaner, who will clean the garments and return them to the stores. The clerks will store the cleaned garments and complete the transaction with the customer.

Thank you for your cooperation.

**The original document was signed by Steve DiCroce on 7/31/91 and is on file at the King Soopers Labor Relations Dept.**

## **LETTER OF AGREEMENT**

**#16**

### **PERSONAL CELLPHONES. DATED 09/08/15**

The parties agree that bargaining unit employees may carry cellphones on their persons on Company premises during working hours, but only if all of the following conditions are met:

1. The employee notifies the Store Manager in writing that they have a personal cellphone and that they may be carrying it with them on Company premises during working hours.
2. The cellphone must be set so that it does not emit any audible signal. It may be set so that it signals the owner of an incoming call by vibrating.
3. Service to customers is not to be interrupted. The employee may not look at the cellphone at any time while they are on the sales floor and they may only return calls while they are on authorized break periods.

The parties also agree that any violation of the above conditions by any employee may result in progressive discipline up to and including possible discharge in appropriate cases.

Finally, it is expressly understood that the Company may apply different rules in the case of any employee that it wants to wear a cellphone during working hours for its own business reasons. In other words, the three conditions set forth above apply only to bargaining unit employees who carry cellphones for their own personal reasons (i.e. taking pictures of loads and/or displays and being notified of poll times etc.).

**The original document was signed by Stephen DiCroce and Kim Cordova on 9/8/15 and is on file at the King Soopers Labor Relations Department.**

**LETTER OF AGREEMENT**

**#17**

**TELESHOPPER SELECTION CENTER SUPPLEMENTAL AGREEMENT.**

**DATED 12/1/95**

King Soopers and the UFCW Local No. 7 agree to the creation of a central selection center for teleshopper (hereinafter referred to as the "Center"), under the Denver clerks' agreement on the following basis:

- 1) The UFCW shall be granted jurisdiction over the work traditionally performed under the Denver Clerk and Meat agreements at the Center and such Center shall be accreted to the Denver Clerks Bargaining unit. All terms and conditions of Denver Clerks and Meat Agreements shall apply except as modified below.
- 2) The Company shall post a job vacancy notice in each store for employees interested in transferring to job assignments at the Center. Delivery Drivers at HUB stores being consolidated to the Center shall be transferred to the Center. Any employee accepting employment at the Center shall be paid the appropriate Teleshopper Order Selector rate. For all purposes under the collective bargaining agreement the Center shall be considered a store. Employees accepting the position of Teleshopper Order Selector must hold such position for two years before exercising their seniority to claim another position.
- 3) Non-management, bargaining unit employees covered under the collective bargaining agreement and working at the center shall be classified and employed in the classification of "Teleshopper Order Selector" and paid at the following rates:

Teleshopper Order Selector

1st 960 hours	\$ 6.59
2nd 960 hours	\$ 7.28
3rd 960 hours	\$ 8.14
4th 960 hours	\$ 8.91
Thereafter	\$ 9.67

The classification of Teleshopper Order Selector shall not be applicable in any other store of the Company. None of the classifications of the collective bargaining agreement shall be applicable to the Center except for the positions of Delivery Driver and Head Clerk. Delivery Drivers and Head Clerks may perform any of the bargaining unit work at the Center.

Any All Purpose Clerks signing the initial job posting and hired at the Center between December 1, 1995 and December 15, 1995, shall be grand-fathered as a Teleshopper Order Selector at their current rate. In any event, the Employer may limit the initial hiring of All Purpose Clerks at the Center to no more than 25% of the initial staffing of Order Selectors hired at the center. It is further understood, that any employee hired at the Center after December 15, 1995, shall be placed at the entry rate for Teleshopper Order Selector regardless of the rate they are transferring from.



- 4) It is understood that the Company's non-bargaining unit Teleshopper Order Coordinators shall be excluded from this Agreement and shall not perform bargaining unit work.
- 5) The Company may fill temporary Order Selector vacancies of less than thirty days at its discretion may include the temporary assignment of employees (including Courtesy Clerks) from other stores (however, nothing in this Agreement shall be construed to require the Company to make such temporary assignments on the basis of seniority).
- 6) In accordance with the current collective bargaining agreement vendors and non-bargaining unit management employees assigned to the Center may perform any of the bargaining unit work at the Center. The Company retains the right to have sanitation work performed by employees of store #65 in lieu of assigning Teleshopper Order Selectors to perform the work.
- 7) Customers may pick-up teleshopper orders from the Center.
- 8) It is agreed that pre-packaged meat and deli products, including meat and/or Deli products processed at the Meat Plant or a store, may be stocked and handled under this agreement by meat wrappers at the Center, or from store #65, however, in the event the Company elects to establish a fresh meat processing department and/or full service deli, at the Center, the parties agree to meet to negotiate provisions under the Meat Agreement for such operations at the Center.
- 9) The Company reserves the right to teleshop orders at each store and/or to transfer product and merchandise (such as floral arrangements, Rx, shopped orders, etc.) from stores to the Center, for delivery to customers. It is understood that Teleshopper Order Selectors may enter, and shop for product in any department, at store #65 for the purpose of completing a customer order processed at the Center under this Agreement.
- 10) The Center may allow bargaining unit employees to perform certain non-bargaining unit functions at the Center. In this event, it is understood that such work shall not be accreted to the bargaining unit and that management retains the right to hire non-bargaining unit employees to perform excluded work.
- 11) Management retains the right to close the Center upon 30 days advance written notice to the Union. In this event, Teleshopper Order Selectors shall be given layoff rights pursuant to the Principal Agreement.
- 12) This agreement shall be in effect through May 11, 1996 and thereafter unless either party desires to seek change in the agreement during the 1996 negotiation of the principal agreement.

**The original document was signed by Steve DiCroce and Gary Hakes on 12/1/95 and is on file at the King Soopers Labor Relations Dept.**

## LETTER OF AGREEMENT

#18

### SCHEDULING OF SHIFTS/FOUR TEN-HOUR DAYS. DATED 8/6/96

King Soopers and U.F.C.W. Local No. 7 hereby agree to the following understanding relative to the scheduling and selection of shifts under Article 10 (9) of the collective bargaining agreement.

Upon mutual agreement between the Union and the Company, management may establish a fixed number of 4, ten hour work schedules for full-time employees. Such schedules shall be listed on the schedule of shifts and may be selected by any qualified employee during the selection process. It is understood that a full-time employee electing to select a ten-hour shift shall be obligated to select an entire schedule of four, ten-hour shifts. In the event no full-time employee selects the four, ten-hour schedule, then management shall retain the right to assign such schedule to the least senior, qualified full-time employee within the department and classification.

The provisions of the collective bargaining agreement shall be modified as follows to accommodate the scheduling of four, ten-hour work shifts:

- Overtime shall be paid for all work in excess of ten (10) hours in any scheduled workday.
- Payment for funeral pay shall not exceed the straight-time hour scheduled per day missed up to a maximum of twenty-four (24) hours of pay.
- After eight (8) hours of work, the employee shall be entitled to a third fifteen (15) minute break.
- Payment for jury duty shall not exceed eight (8) hours pay per day missed less what the employee is paid for serving on the jury. Pursuant to section 93, the Employer may reschedule employees required to serve on jury duty, including but not limited to, restricting such employee from selecting a four, ten-hour work schedule.
- Sick leave pay will be paid, if eligible and following the full work day absence if such applies, not to exceed the number of hours scheduled on the day missed.

(NOTE: Article and section numbers referenced correspond to the Denver Clerk contract. Italicized article and section numbers referenced in parentheses correspond to the Broomfield Clerk Store 86 contract.)

The original document was signed by Stephanie Bouknight on 8/1/96 and Gary Hakes on 8/6/96 and is on file at the King Soopers Labor Relations Dept.

**LETTER OF AGREEMENT**

**#19**

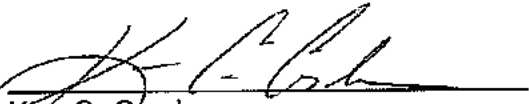
**DRESS REQUIREMENT. DATED 4/17/97**

Courtesy Clerks may wear shorts between May 1 through September 30 provided they are dress wool, cotton, knit, or black non-faded denim in good condition and repair. The Company will provide two (2) aprons, which will be replaced by the company if worn out or damaged as a consequence of normal wear and tear. Employees will be required to replace at their cost lost aprons. Meat cutters and wrappers shall be provided smocks/coats in lieu of aprons or vests.

**UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 7**

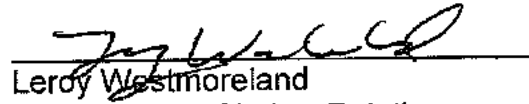
**KING SOOPERS, INC.**

BY: \_\_\_\_\_



Kim C. Cordova  
President

BY: \_\_\_\_\_



Leroy Westmoreland  
Regional VP of Labor Relations

DATE: \_\_\_\_\_

3-12-20

DATE: \_\_\_\_\_

3-12-20

**LETTER OF AGREEMENT**

**#20**

**PHARMACY TECHNICIANS**

**DATED 12/10/2010 (REVISED OCTOBER 10, 2011)**

Effective October 16, 2011, King Soopers and UFCW Local No. 7 hereby agree to the following modification to all Clerk collective bargaining agreements in Colorado. It is understood and agreed that this Letter of Agreement supersedes and replaces the existing Letter(s) of Agreement (#32 dated 6/7/00 and 12/10/10) contained in the current collective bargaining agreement(s) between the parties.

1. Effective October 16, 2011, the Certified Pharmacy Technician and Non-Certified Pharmacy Technician rate schedules shall be combined as follows:

PHARMACY TECHNICIANS	9/11/2011	9/9/2012
First 1040 hours worked	\$10.40	\$10.40
Next 1040 hours worked	\$11.05	\$11.05
Next 1040 hours worked	\$11.70	\$11.70
Next 1040 hours worked	\$12.55	\$12.55
Next 1040 hours worked	\$13.25	\$13.25
Next 1040 hours worked	\$14.43	\$14.43
Next 520 hours worked	\$14.80	\$14.80
Thereafter	\$17.06	\$17.31

Non-Certified Technicians shall be placed into the new schedule to rates that match their existing rate, if applicable and shall be credited with hours worked in their current progression rate toward progression in the new schedule. If the same rate does not exist in the new structure, then the employee shall be moved to the next highest rate in the new schedule and such employee shall be expected to work the hours of that step before progressing to the next step. Non-Certified Technicians at the 8<sup>th</sup> progression step shall be placed into the \$13.25 progression step.

Certified Technicians shall be placed into the new schedule on the same basis as non-certified Technicians. Recently certified technicians who at the time of certification were at the top rate and were being held for 1,040 hours shall immediately be advance to the rate in the new schedule that gives them an increase.

2. Non-certified technicians shall not progress beyond the 6<sup>th</sup> progression step. The starting rate/progression for newly certified technicians, or those hired off the street, shall be the 4<sup>th</sup> progression step. A non-certified technician who becomes certified and who is working at a progression step below the 4<sup>th</sup> progression step shall be immediately advanced to the 4<sup>th</sup> progression step and shall be required to work all hours of that step before progressing to the next step. All other non-certified technicians who become certified shall continue to progress up the wage scale based on hours worked in each

step, except for those non-certified technicians who are being paid at the 6<sup>th</sup> progression step and who have worked 1,040 or more hours at the step shall be advanced to the 7<sup>th</sup> progression step and shall be required to work all hours of that step before progressing to the top rate. Any advancement in progression resulting from achieving certification shall occur on the first Sunday following notice of certification, by the technician, to the King Soopers Director of Pharmacy.

3. **Non-Certified Pharmacy Technician and Certified Pharmacy Technicians**, though paid on a common rate schedule, shall be considered as separate classifications for all purposes covered under the collective bargaining agreement including promotions, demotions, scheduling, layoffs, reduction of hours, etc. With respect to demotions and layoffs, non-certified technicians shall be considered as a lesser classification to certified technicians.
4. In determining the proper progression rate for **Non-Certified Technicians**, in addition to progression credit granted under the Experience Credit Provision of the Collective Bargaining Agreement, Non-Certified Technicians shall also be awarded 1,040 hours of progression credit for each 12 semester hours of college, university or trade school credits earned (excluding credits earned for pharmacy technician program) plus 2,080 hours of progression credit for completion of a non-Kroger sponsored Pharmacy Technician Program of 8 months or greater in length (1,040 hours if program is less than 8 months in length) not to exceed a maximum for college, university, trade school and pharmacy technician program progression credit of 4,160 hours. However, in no event shall a non-certified technician be given experience or college credit that would cause them to exceed the 6<sup>th</sup> progression step.
5. Any employee hired into, or assigned to, the classification of Pharmacy Technician must take the first company authorized pharmacy technician certification exam following their 8<sup>th</sup> month of hire or assignment as a pharmacy technician. If the technician fails this certification exam, then the technician must take the next scheduled certification exam following notification of the failure of the first exam. If the technician fails the retest, then the technician may be demoted to another position in accordance with the demotion and step-down procedures of the collective bargaining agreement.
6. Any pharmacy technician, who is currently classified as a Pharmacy Technician and has been employed, as a pharmacy technician in excess of eight months, must take the next scheduled company authorized certification exam. If the technician fails this certification exam, then the technician must take the next scheduled certification exam following notification of the failure of the first test. If the technician fails to take the initial exam or fails the re-test, then the technician may be demoted to another position in accordance with the demotion and step-down procedures of the collective bargaining agreement.
7. Any technician, who on the effective date of this amendment, has taken and failed two or more certification exams, will be allowed at their expense, to take the next scheduled certification exam. If the technician fails this exam, then the technician may be demoted to another position in accordance with the demotion and step-down procedures of the collective bargaining agreement.
8. Upon certification, all certified pharmacy technicians must maintain certification. The certified technician must present an updated copy of their renewed certification to the

Director of Pharmacy not later than 90 days following the expiration of their most recent certification. In the event that a certified pharmacy technician fails to maintain certification, then the employee may be demoted to another position in accordance with the demotion and step-down procedures of the collective bargaining agreement.

9. The Company provides a pre-certification training course of at least eight (8) hours and a study manual for all employees classified as Pharmacy Technicians and who are within their eight months of assignment as a Pharmacy Technician. If a pharmacy technician fails their first exam as described above, the Company provides an additional eight (8) hours of training to prepare the employee for the re-test.
10. The Company pays for the initial certification exam, if taken immediately following the technicians eighth month of employment or assignment as a technician and the subsequent re-test exam, if necessary. Any technician desiring to take the exam prior to their eighth month may do so at their own expense, however, if the technician passes this exam, then the Company will reimburse them for the cost of the exam.

**The revised document was signed by Steve DiCroce and Kim Cordova on 10/10/11 and is on file at the King Soopers Labor Relations Department.**

**LETTER OF AGREEMENT**

**#21**

**CULINARY HEAD CLERK CLASSIFICATION. DATED 10/6/05**

Between

King Soopers

And

UFCW Local 7

King Soopers and UFCW Local 7 in accordance with Article 7 **(6)**, Section 25 **(14)**, New Classification, of the Meat Agreement, agree to add the Classification of Culinary Head Clerk as follows:

**CULINARY HEAD CLERK** - Culinary Head Clerks may be designated at the discretion of management and is not a required classification. However, not more than one employee per store, per Deli, may be designated as a Culinary Head Clerk.

A Culinary Head Clerk is an employee who has been assigned to oversee the chef program management of the specialty cheese program and assist in the management and training of the Deli department

These Employees will receive the same rate of pay as an assistant deli manager and will be considered a separate classification for the purposes of seniority related issues, such as scheduling promotions, layoffs, reduction of hours, vacation, etc.

**(NOTE:** Article and section numbers referenced correspond to the Denver Clerk contract. Italicized article and section numbers referenced in parentheses correspond to the Broomfield Clerk Store 86 contract.)

**The original document was signed by Stephanie Bouknight and Kevin R. Schneider on 10/06/05 and is on file at the King Soopers Labor Relations Department.**

**LETTER OF AGREEMENT**  
**#22**  
**COFFEE SHOPS. DATED 10/6/05**

Between  
King Soopers  
And  
UFCW Local 7

King Soopers and UFCW Local 7 hereby agree to the following understanding regarding the operation of Coffee Shops.

1. The parties agree to the establishment of a new classification of Coffee Clerk that shall be part of current King Soopers, and UFCW Local 7 retail Meat Agreement.
2. All duties associated with the preparation and serving of coffee beverages sold in the Coffee Shop shall be performed exclusively by employees designated as Coffee Clerks. Other merchandise, to include Coffee Brand products and merchandise, and pastries sold in the Coffee Shop will be handled by Starbucks Clerks.
3. Coffee Clerks shall be subject to all the terms and conditions of the Meat Agreement except that the Company may fill this position at its discretion and such employees in the Coffee Clerks classification cannot be bumped or otherwise displaced by employees in any other classification.
4. The rates of pay for a Coffee Clerk shall be the same as the Deli Clerk classification.
5. One Coffee Lead Person per store may be designated by the Employer at its discretion and will not be prohibited from performing any duties in the Coffee Shop. The rate of pay will be \$16.06 per hour.
6. It is understood and agreed that management retains the right to determine the number of hours and start times of each shift to be worked within the Coffee Shop. Hours worked in the Coffee classification cannot be claimed by employees in other classifications.
7. Employees in the Coffee Department will be required to wear a Coffee uniform.
8. In the event of a layoff, employees will have the right to, 1) displace the least senior Coffee clerk or Lead in the bargaining unit, 2) bump the least senior Deli Clerk in the bargaining unit if they, have six (6) months of Deli experience with King Soopers.

**The original document was signed by Stephanie Bouknight and Kevin R. Schneider on 10/6/05 and is on file at the King Soopers Labor Relations Department. Language was changed from "Starbucks" to "Coffee" in May 2010.**



## **LETTER OF UNDERSTANDING**

**#23**

### **EMPLOYEE BUYOUT. DATED 11/9/05**

The Employer, at its discretion, may establish a buyout program as follows:

1. Employees with ten (10) or more years of service who elect his buyout by a date determined by the Employer and who work through their release date.
  - \$500 per year of service – Part-time employees
  - \$1,000 per year of service – Full-time employees
2. Employer retains the right upon notification to the Union to:
  - Establish offer dates and release dates
  - Terminate or extend the program
  - Require employees to sign a waiver and release
  - Limit the maximum payout under this program to any employee to 20 years of service
3. The employer may limit, by bargaining unit, the number of employees who can take this buyout at each store or facility. If more employees elect than permitted – Go by seniority.
4. Program not subject to Grievance and Arbitration Procedure

**The original document was signed by Steve DiCroce on 11/9/05 and Kevin Schneider on 1/31/06 and is on file at the King Soopers Labor Relations Department.**

**LETTER OF UNDERSTANDING**  
**#24**  
**COURTESY CLERKS. DATED 11/9/05**

King Soopers and UFCW Local No. 7 hereby agree as follows:

The parties have agreed that Courtesy Clerks who have more than three (3) years of continuous service as a Courtesy Clerk with King Soopers shall, during the term of this Agreement, be compensated at a straight-time hourly wage rate fifty-five cents (\$0.55) per hour above the "thereafter" Courtesy Clerk wage rate set forth in Appendix "A" of this Agreement.

**The original document was signed by Steve DiCroce on 11/9/05 and Kevin Schneider on 1/31/06 and is on file at the King Soopers Labor Relations Department.**

## LETTER OF AGREEMENT

#25

### VERBAL OR WRITTEN WARNINGS. DATED 1/26/06

The United Food and Commercial Workers Union, Local No.7 (hereinafter the "Union"), and King Soopers (hereinafter the "Employer"), hereby agree to resolve all pending and future grievances protesting the issuance of verbal and written warnings (not related to sexual harassment) as follows:

- A. If the issuance of a verbal or written warning is grieved, the Union will notify the Employer of the same.
- B. If the grievant is disciplined further, or otherwise adversely affected, and the verbal or written warning is relied upon by the Employer in doing so, the Union shall have the right to submit the grievance protesting the warning to arbitration together with the grievance contesting the disciplinary or adverse action. It is expressly agreed that all such grievances will be consolidated.
- C. It is further agreed that said grieved verbal or written warnings shall be removed from all files after a period of two (2) years if not relied upon for further discipline.

**The original document was signed by Stephanie Bouknight and Kevin Schneider on 1/26/06 and is on file at the King Soopers Labor Relations Department.**

## LETTER OF AGREEMENT

#26

### RESTAURANT AGREEMENT. DATED 7/12/10

The Employer may open Restaurants which shall be a part of the Delicatessen Department. For purposes of this Agreement a restaurant shall be defined as an area that is set-up and maintained as a traditional and/or fast food styled restaurant, a delicatessen department with an expanded hot bar (a delicatessen with an expanded selection of chef prepared items, soups, etc. than found in a typical delicatessen) or a delicatessen designated as a bistro. The Company reserves the right to designate those delicatessens that are to be covered under this Agreement. The Delicatessen Manager assigned to manage a delicatessen designated as a restaurant under this Agreement shall be paid the International Kitchen Deli Manager rate. The Employer agrees that it will not demote a Deli Manager receiving the International Kitchen Deli Manager rate to the Deli Manager rate as a result of the transfer of such Deli Manager to a non-restaurant designated delicatessen or as result of the withdrawal of restaurant designation by the Employer of such Deli Manager's delicatessen unless the Deli Manager voluntarily requests transfer to a delicatessen not designated as a restaurant pursuant to this Agreement. All work performed within the restaurant shall be performed by Delicatessen Department employees, which may include a maximum of two (2) restaurant Chefs per Restaurant. Chefs shall only perform work in the Restaurant connected with the cleaning of the Restaurant and preparation and selling of food prepared and sold in the Deli Department. The Employer retains the right to select Restaurant Chefs and to assign them shifts and days off. Nothing herein shall prevent Restaurant Chefs from using equipment or tools in the Deli Department necessary to the Restaurant operation. Restaurant Chefs will be considered as separate groups for the purpose of applying the seniority provisions of Articles 27 (26), 28 (27), 30 (29), 32 (30), 33 (31), and 46 (44).

The Employer may employ Restaurant Cooks in each Restaurant. Restaurant Cooks shall assist the Restaurant Chefs in the performance of their duties. The Employer retains the right to select five (5) such cooks at its discretion. It is understood that all openings for cook positions in excess of five (5) shall be posted within the store and deli where the opening occurs. The Employer agrees to promote the senior qualified Deli Clerk to these cook position (s) and train if necessary. It is understood that in the event any of the original five (5) cooks leave their position, the Employer retains the right to replace such employees at its discretion. Nothing herein shall prevent Restaurant Cooks from using equipment or tools in the Deli Department necessary to the Restaurant operation. Except for incidental service needs, cooks shall not be scheduled to wait on the counter, or be allowed to cover the counter for breaks and lunches. Restaurant Cook will be considered as separate groups for the purpose of applying the seniority provisions of Articles 27 (26), 28 (27), 30 (29), 32 (32), 33 (31) and 46 (44).

No Restaurant employee shall be allowed to prepare fresh "case ready" meat as the term is used in the collective bargaining agreement.

It is understood and agreed that in Deli departments which operate a Restaurant, the Employer shall be allowed to employ one additional Assistant Deli Manager in the Deli Department for every 18 non-management employees employed in the Deli/Restaurant. Such Assistant Managers shall not be scheduled to work similar work shifts as the Deli Manager unless in training. (Overlap of shifts between the Assistant and Manager is recognized as long as they are not essentially working the same shift) No Deli is required to have an Assistant Manager.

Restaurant Chefs shall be paid at the Assistant Deli Manager rate of pay. Restaurant Cooks shall be paid at the third, fourth and Thereafter rate progressions of the Deli Clerk classification.

The Company agrees that when a Deli Clerk is assigned by the Employer to assume the duties and responsibilities of the Deli Chef for a continuous period of one (1) week or more, such employee shall be paid the Deli Chef rate of pay for all hours worked while so assigned. The Employer retains its right not to employ a Deli Chef in any of its stores. Dishes shall be considered equipment for the purpose of the agreement.

(NOTE: Article and section numbers referenced correspond to the Denver Clerk contract. Italicized article and section numbers referenced in parentheses correspond to the Broomfield Clerk Store 86 contract.)

**The original document was signed by Steve DiCroce and Kim Cordova on 1/7/11 and is on file at the King Soopers Labor Relations Department.**

## LETTER OF AGREEMENT

#27

### HEALTH AND WELFARE TRUST FUND. DATED 4/28/11

King Soopers and UFCW Local No. 7 are parties to a number of collective bargaining agreements covering meat and clerk employees that provide health coverage for active employees and certain retiree employees under the Rocky Mountain UFCW Employers and Unions Health and Welfare Plan. Consistent with the parties understanding of January 22, 2010 regarding their agreement to direct the Trustees of the Plan to transfer surplus funds from the active account to the retiree account, the parties hereby agree to clarify their understanding with respect to the potential reallocation of funds in January 2012 as follows:

1. Should the Trustees of the Plan make the determination to reallocate all or part of the remaining \$4,000,000 from the active plan to the retiree plan in accordance with the parties understanding of January 22, 2010, then the Employer agrees to temporarily reduce each of the contribution rates to the active plan ("Active Rates") as determined below and to temporarily increase the contribution rate to the retiree plan ("Retiree Rate") by the same amount for the same period of time to effectuate this allocation:
  - a. The Trustees shall determine the amount to be reallocated between the active and the retiree plans in 2012 which reallocation may not exceed \$4,000,000.
  - b. The Co-Consultants to the Plan shall then compute over a 12 month period how much the Active Rates would have to temporarily be reduced for each employer participating in the Plan to effectuate the reallocation. Such amount shall be communicated to each employer along with the time period for making such reduced contribution rates.
  - c. The Employer shall then remit to the Plan for a 12-month period the Active Rates decreased by such reduction amount and shall increase the Retiree Rate by the same amount for the same 12-month period.
2. It is understood and agreed that this transfer shall be on a cost neutral basis with respect to each employer.
3. This agreement shall only be applicable upon certification by the Chairman and Secretary of the Plan's Board of Trustees that all Employers participating in the Plan have entered into a similar agreement.

The original document was signed by Stephen DiCroce and Kim Cordova on 4/28/11 and is on file at the King Soopers Labor Relations Department.

## LETTER OF AGREEMENT

#28

### NUTRITION CLERK RATE OF PAY. DATED 12/09/13

King Soopers/City Market and UFCW Local 7 hereby agree as follows:

This Agreement supersedes and replaces the previous Nutrition Clerk Rate of Pay Letter of Agreement Dated August 30, 2013. The parties have agreed that such revised Letter of Agreement shall be effective the first Sunday after the signing of this Agreement and shall apply to Nutrition Clerks hired and working in stores designated by the Employer to have an Optimum Wellness center.

Notwithstanding the rate schedule in Appendix "A", Nutrition Clerks hired at stores with an Optimum Wellness center shall be started at the 4th progression rate. Those current nutrition clerks with less than the 4th progression rate hours they shall be put into the 5th progression rate.

Nutrition Clerks who possess or obtain Health & Wellness related certificates including, but not limited to Nutrition, Holistic Health, Aromatherapy, Homeopathy, Herbology, etc., as approved by the Employer, shall be paid at the rate one step below the "thereafter" wage rate set forth in Appendix "A" of the current collective bargaining agreement. After 520 hours at such wage rate, said nutrition clerks shall be paid the "thereafter" rate of pay.

Nutrition Clerks who possess or obtain a four (4) year college degree, higher degree, in nutrition, food science and/or health and wellness shall be paid the "thereafter" rate of pay.

**The original document was signed by Stephen DiCroce and Kevin Schneider on 12/9/13 and is on file at the King Soopers Labor Relations Department.**

## **LETTER OF AGREEMENT**

**#29**

### **MURRAY'S CHEESE SHOPS. DATED 6/13/11**

King Soopers and UFCW Local 7 hereby agree to the following understanding regarding the operation of Murray's Cheese Shops.

- 1) The parties agree to the establishment of a new classification of Cheese Shop Clerk that shall be part of current King Soopers, and UFCW Local 7 retail Meat Agreement.
- 2) All duties covered under the collective bargaining agreement that are associated with the handling and selling of items sold within an established Murray's Cheese shop shall be performed by employees designated as Cheese Shop Clerks, Cheese Shop Leads and/or a Cheese Steward assigned to a Murray's Cheese Shop.
- 3) Cheese Shop Clerks and Cheese Shop Leads shall be subject to all the terms and conditions of the Meat Agreement except that the Company may fill this position at its discretion and such employees in the Cheese Shop Clerk or Cheese Shop Lead classifications cannot be bumped or otherwise displaced by employees in any other classification.
- 4) The rates of pay for a Cheese Shop Clerk shall be the same as the Deli Clerk classification. The Company agrees it will start Cheese Shop Clerks at the same starting progression level of \$9.14 per hour as it does Deli Clerks with the same understanding that it reserves the right to hire future Cheese Shop Clerks at the first progression rate if the Company makes the determination to resume hiring Deli Clerks at that rate.
- 5) One Cheese Shop Lead Person per Murray's Cheese Shop may be designated by the Employer at its discretion and will not be prohibited from performing any duties in a Murray's Cheese Shop. The rate of pay will be the same as a Deli Head Clerk.
- 6) It is understood and agreed that management retains the right to determine the number of hours and start times of each shift to be worked within the Cheese Shop. Hours worked in the Cheese Shop classification cannot be claimed by employees in other classifications.
- 7) Employees in a Murray's Cheese shop may be required to wear a uniform identifying them with the Murray's Cheese shop brand.
- 8) In the event of a layoff, employees will have the right to, 1) displace the least senior Cheese Shop clerk or Lead in the bargaining unit, 2) bump the least senior Deli Clerk in the bargaining unit if they, have six (6) months of Deli experience with King Soopers.

**The original document was signed by Steve DiCroce on 6/3/11 and Kim Cordova on 6/13/11 and is on file at the King Soopers Labor Relations Department.**



## LETTER OF AGREEMENT

#30

### ESTABLISHMENT OF ARBITRATION SCHEDULING PROCEDURES: DATED 9/1/15

United Food and Commercial Workers Local 7 (the Union) and King Soopers and City Market (the Company) discussed their mutual desire to improve the efficiency and effectiveness of the parties' administration of the grievance and arbitration process in our labor agreements. These discussions reflected both parties' belief that a well-managed grievance procedure is a cornerstone of any mature collective bargaining relationship and is the responsibility of both labor and management.

Our discussion was open and honest and was forward-looking. Our objective was not to assess blame for why the process had not lived up to expectations in the past, but rather, to use the past as a learning experience for the future. Within this context, the parties have agreed to the following grievance procedure the Company, the Union and the employees who work under the agreements deserve:

1. The leadership of Local 7 has committed to "taking a second look" at the backlog of pending grievances to see whether any can be withdrawn or settled. There is no obligation on Local 7 to withdraw any grievance it believes has merit, only to determine whether each grievance has merit and deserves to move forward. Local 7 believes this process can be accomplished by \_\_\_\_\_, 2015.
2. Additionally, the parties recognize that the information requests that routinely accompany grievances filed by Local 7 can be burdensome and time consuming for the Company to respond to, which in turn impacts the effective and efficient administration of the grievance procedure. Accordingly, Local 7 has committed to reviewing the information requests it has accompanying pending grievances as well as information requests it may file with future grievances to determine whether the information requests can appropriately be withdrawn or tailored more narrowly in scope.
3. The parties also agree to schedule monthly settlement meetings at which the parties will discuss the possible settlement or withdrawal of grievances pending arbitration.
4. The parties will work from an agenda containing cases pending arbitration ranked in order of date filed with the exception that cases involving termination, demotion, or potential continuing liability shall be moved to the top of the agenda in date order and shall be discussed before any other case. The agenda will be prepared one week from the date of the meeting and may then only be modified by agreement of the parties.

5. The parties will endeavor to discuss as many cases as can reasonably be considered at each monthly settlement meeting.
  - a. Cases that are settled or dropped/withdrawn by the Union shall be removed from the agenda and shall be deemed closed, subject to the Union's appeal process provided such appeal is resolved within sixty (60) days.
  - b. Cases that are continued at the monthly settlement meeting pending further review or investigation shall remain on the agenda for discussion at future monthly settlement meetings.
  - c. Cases that have been discussed but not resolved may, at the option of the grieving party, be scheduled for arbitration as provided below.
6. Grievances referred to arbitration shall be placed in the scheduling queue and scheduled for hearing as follows:
  - a. Cases shall be scheduled from the scheduling queue in order of their respective grievance filing date with the understanding termination or demotion cases shall move to the front of the scheduling queue in date order.
  - b. The party requesting arbitration shall promptly request a panel of arbitrators from FMCS for each case placed in the scheduling queue.
  - c. Within sixty (60) days after a final settlement meeting decision, the parties will select an arbitrator.
  - d. The parties will use best efforts to schedule the hearing in the matter for which an arbitrator has been appointed within six (6) months following a final settlement meeting decision with the understanding that the parties may schedule a hearing date later than six (6) months upon mutual agreement or as the result of 6(e) below.
  - e. Notwithstanding the provisions of 6(d) above, neither party shall be required or obligated to schedule more than three (3) cases per calendar month except by mutual agreement.
  - f. In all disciplinary cases referred to arbitration, as a condition to accepting appointment, the arbitrator must agree to render a decision and award no later than thirty (30) days after receipt of the

parties' post hearing statements. Unless otherwise agreed by the parties, such statements must be filed no later than fourteen (14) days following the close of the hearing (or receipt of transcript where applicable) and must be limited to no more than ten (10) single space letter size pages. It is specifically agreed and understood that any such case resolved under this procedure shall be deemed "non-precedential" and will not be cited by either party in the future proceeding. The provisions of this subsection (f) may be modified on a case-by-case basis by mutual agreement of the parties.

The Company's Director of Labor Relations and the Union President will retain jurisdiction over this letter of understanding and may, by mutual agreement, modify this letter of understanding, as they deem necessary and appropriate to improve the efficiency and effectiveness of the agreements' grievance and arbitration process. Any such modifications must be in writing and signed by both parties.

**The original document was signed by Stephen DiCroce and Kim Cordova on 9/1/15 and is on file at the King Soopers Labor Relations Department.**

**LETTER OF UNDERSTANDING**

**#31**

**TUITION REIMBURSEMENT. DATED 9/1/15**

King Soopers and UFCW Local No. 7 hereby agree that in the event the Employer establishes a tuition reimbursement program for its hourly paid store employees that employees of the bargaining unit shall be allowed to participate in such program with the understanding that the Company retains exclusive rights to interpret, make changes and modification and to terminate such program at its sole discretion. With respect to Certified Pharmacy Technicians, the Employer will agree to pay up to fifty dollars (\$50) of the periodic recertification fee and will continue to pay for (course fees/books/materials) and provide up to twelve (12) hours of continuing education opportunities each year for certified technicians with the understanding that employees may elect, at their own cost, to take alternative continuing education courses to satisfy their requirements for recertification.

**The original document was signed by Stephen DiCroce and Kim Cordova on 9/1/15 and is on file at the King Soopers Labor Relations Department.**

## LETTER OF UNDERSTANDING

#32

### HEALTH AND WELFARE CONTRIBUTIONS RECITALS. DATED 11/13/15

#### (ATTACHMENT "B")

- A. King Soopers/City Market (the "Employer") and the United Food and Commercial Workers Local 7 (the "Union") are party to various collective bargaining agreements (the "CBAs").
- B. Pursuant to the CBAs, the Employer makes contributions on a monthly basis to the United Food and Commercial Workers Welfare Trust (the "Plan") on behalf of specified bargaining unit employees who work 80 or more hours in a four-week month or 100 or more hours in a five-week month.
- C. The contribution presently required to be made to the Plan by the CBAs is expressed as a monthly dollar amount that commences with hours worked after the employee completes their initial eligibility period (the "Monthly Rate").
- D. The undersigned parties desire to modify the contribution structure to convert the Monthly Rate to an equivalent hourly contribution rate commencing at date of hire (the "Hourly Rate") pursuant to the methodology outlined below, with the express intent of maintaining the overall economic terms of the CBAs by requiring a monthly reconciliation to ensure the amount contributed each month pursuant to the new Hourly Rate structure equals the amount that would have been contributed under the Monthly Rate structure.

#### AGREEMENTS

The undersigned parties hereby agree as follows:

- 1. Effective December 1, 2015 (November hours) the Monthly Rate shall be converted to an equivalent Hourly Rate commencing with an employee's first hour of employment pursuant to the methodology outlined below. The undersigned parties agree the Hourly Rate provided for herein shall supplant and replace the Monthly Rate specified in the CBAs, and the Employer shall have no additional obligation to contribute to the Plan beyond the Hourly Rate (subject to the monthly reconciliation provided for herein).
- 2. The Monthly Rate shall be converted to an equivalent Hourly Rate as follows:
  - (a) The Employer shall calculate the Hourly Rate. Each participating Employer at its option may have the Plan's Consultant calculate the Hourly Rate. The Hourly Rate shall be the amount projected by the Plan's consultant to

provide an equivalent dollar amount of monthly contributions to the Plan as would have been made had the Monthly Rate and contribution rules remained in effect.

- (b) The Employer shall calculate the Hourly Rate to be effective commencing with hours worked November 2015. The Plan's consultant shall thereafter update his calculation of the projected Hourly Rate each January 1 and July 1 (or such other dates as determined as necessary and appropriate by the Plan's Trustees) based on Plan experience for such employer, and such updated Hourly Rate shall become effective when approved by the Plan's Trustees.
- (c) To maintain the overall economic terms of the CBAs, the undersigned parties agree the Employer or Plan Administrator if assigned the task by an Employer shall reconcile contributions on a monthly basis to compare the amount actually contributed by the Employer pursuant to the Hourly Rate each month relative to the amount that the Employer would have contributed had the Monthly Rate remained in effect for such month. The Employer will determine by the last day of each month whether the amount contributed to the Plan in such month pursuant to the Hourly Rate structure was more or less than would have been paid pursuant to the Monthly Rate structure. To the extent the amount of the Employer's actual Hourly Rate contributions for a month exceed the amount the Employer would have contributed had the Monthly Rate remained in effect for such month, then the Employer shall be entitled to a credit in the amount of such excess against contributions due for the following month. EXAMPLE ONE: EMPLOYER CONTRIBUTES \$50,000 TO THE PLAN ON APRIL 10 FOR MARCH HOURS. EMPLOYER OR PLAN ADMINISTRATOR RECONCILES AND IF THE EMPLOYER OR PLAN ADMINISTRATOR DETERMINES EMPLOYER WOULD HAVE PAID \$48,000 HAD MONTHLY RATE STRUCTURE BEEN IN EFFECT FOR THE MONTH, EMPLOYER WILL BE ENTITLED TO \$2,000 CREDIT TO BE TAKEN AGAINST CONTRIBUTION DUE IN MAY FOR APRIL HOURS. Conversely, to the extent the amount of the Employer's actual Hourly Rate contributions for a month are less than the amount the Employer would have contributed had the Monthly Rate remained in effect for such month, then the Employer shall pay the amount of such difference to the Plan as an additional contribution, with such amount due for the following month. EXAMPLE TWO: EMPLOYER CONTRIBUTES \$50,000 TO THE PLAN ON APRIL 10 FOR MARCH HOURS. EMPLOYER OR PLAN ADMINISTRATOR RECONCILES AND IF THE EMPLOYER OR PLAN ADMINISTRATOR DETERMINES EMPLOYER WOULD HAVE PAID \$54,000 HAD MONTHLY RATE STRUCTURE BEEN IN EFFECT FOR THE MONTH, EMPLOYER WILL CONTRIBUTE AN ADDITIONAL \$4,000 WITH THE CONTRIBUTION DUE IN MAY FOR APRIL HOURS.

- (d) Notwithstanding the foregoing, all other terms of the CBAs with respect to the amount of the Employer and employee contributions payable to the Plan shall remain in effect.
3. The Employer shall pay the Hourly Rate to the Plan on behalf of those employees covered by the CBAs (even if such employees have not yet satisfied the eligibility requirements to qualify for initial Plan eligibility) beginning with the first hour worked with the Employer in such an eligible position. The hours for which the Employer shall be obligated to contribute the Hourly Rate to the Plan shall be the same hours that are credited under the CBAs for purposes of determining whether employees satisfy the 80-hour, or 100-hour, qualifiers for receiving the prior Monthly Rate contributions. However, employees shall not be required to work such 80 hours, or 100 hours, to qualify for the Hourly Rate contribution. The Employer shall continue to report credited hours to the Plan on a monthly basis, and the contribution amount shall continue to be payable each month by the deadline required under the CBAs.
  4. The Employer agrees that its contributions tendered pursuant to this Agreement are subject to audit by the Fund's auditor. The Employer further agrees to reimburse the Fund Administrator for any administrative expense it incurs in the processing of these contributions with the understanding that there shall be no reimbursement of the Fund auditor by the Employer for audits conducted pursuant to this provision.

**The original document was signed by Stephen DiCroce and Kim Cordova on 11/13/15 and is on file at the King Soopers Labor Relations Department.**

**LETTER OF AGREEMENT  
#33  
ACQ BUCKET HOURS. DATED 3/24/19.**

When an employee (not at the "thereafter" rate) is promoted from a lower classification to a higher classification, the employee's wage shall remain the same or be advanced to the next higher wage rate if the rate does not exist in their new classification. At this point, the employee will receive credit for all hours worked with the company and those hours will determine their pay level in the new classification. The employee will then work the necessary hours in that step before receiving their next pay increase.

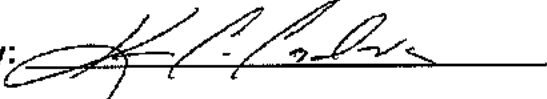
When an employee (at the "thereafter" rate) is promoted from a lower classification to a higher classification, the employee's wage shall remain the same or be advanced to the step below the "thereafter" rate in their new job class, whichever is higher. At this point, the employee will receive credit for all hours worked with the company. The employee will then be required to work the last progression step of hours before moving into the "thereafter" rate in their new role.

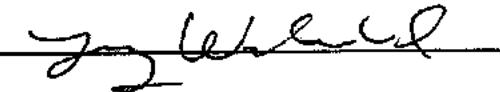
Similarly, an employee that moves from a higher classification to a lower classification will receive credit for all hours worked with the company and those hours will determine their pay level in the new classification (even if this results in a decrease in pay).

**Bargaining Note:** The parties intend this letter to apply in all circumstances where an employee changes job classification within the Company, including lateral transfers (for example, Nutrition Clerk to Produce Clerk), step-downs (for example, Assistant Deli Manager to Deli Clerk), and transfers between bargaining units (for example, Coffee Clerk to Customer Service Clerk).

**UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL No. 7**

**KING SOOPERS, INC.**

By: 

By: 

Date: 3-12-20

Date: 3-12-20

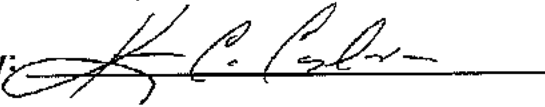


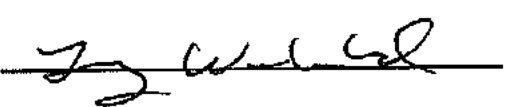
LETTER OF AGREEMENT  
#34  
JOINT LABOR MANAGEMENT COMMITTEE. DATED 3/25/19.

The parties agree that the Joint Labor-Management Committee to be established during the Term of this Agreement, as set forth in their other Tentative Agreement of this date, shall also address the Union's proposal for a mandatory union orientation.

UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL No. 7

KING SOOPERS, INC.

By: 

By: 

Date: 3-12-20

Date: 3-12-20