

**AGREEMENT**

**Between**

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



**2022 - 2025 CONTRACT**

**and  
UNITED FOOD AND  
COMMERCIAL WORKERS,  
LOCAL NO. 7**

**Chartered by the  
UNITED FOOD AND  
COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**THE OFFICES OF LOCAL 7 ARE LOCATED IN THE**

**UFCW BUILDING  
7760 West 38<sup>th</sup> Avenue, Suite 400  
Wheat Ridge, Colorado  
80033-9982**

**Telephone – 303-425-0897 or Toll Free - 1-800-854-7054**

**Website: [www.ufcw7.org](http://www.ufcw7.org)**

**Colorado Springs Office**

**1120 N. Circle Blvd.**

**Suite 140**

**Colorado Springs, CO 80909**

**Telephone: 719-528-1571**

**Pueblo Office**

**720 N. Main St.**

**Suite 311**

**Pueblo, CO 81003**

**Telephone: 719-561-0360**

**Greeley Office**

**1006 9th Ave.**

**Greeley, CO 80631**

**Telephone: 970-304-9971**

**Grand Junction Office**

**518 28 Rd. Suite B 105,**

**Grand Junction, CO 81503**

**Telephone: 970-361-3440**

**Cheyenne Office**

**3415 Cheyenne St. Unit B**

**Cheyenne, WY 82001**

**Telephone: 307-432-9968**

If you should have any questions or wish to file a grievance, contact your Union Representative or come to the Local Union office.

**MEMBERS' OATH & OBLIGATION:**

I, (your name), pledge to uphold Union principles, to support and participate in the endeavors of this Union. I promise to conduct myself in a manner that will reflect credit upon this organization.



**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**

**Denver, Colorado (Clerks)**

**TERM: January 9, 2022 through January 4, 2025**

## Table of Contents

ARTICLE 1 RECOGNITION AND EXCLUSIONS .....	7
ARTICLE 2 BARGAINING UNIT WORK JURISDICTION .....	7
ARTICLE 3 UNION SECURITY AND CONDITIONS.....	9
ARTICLE 4 CHECK-OFF .....	9
ARTICLE 5 NEW EMPLOYEES, TRANSFERRED EMPLOYEES, PROMOTED OR DEMOTED.....	10
ARTICLE 6 RIGHTS OF MANAGEMENT .....	10
ARTICLE 7 DEFINITIONS OF CLASSIFICATIONS.....	11
ARTICLE 8 RATES OF PAY .....	14
ARTICLE 9 PRIOR EXPERIENCE.....	14
ARTICLE 10 SCHEDULING AND ASSIGNMENT OF HOURS.....	14
ARTICLE 11 NO REDUCTION IN PAY .....	20
ARTICLE 12 OVERTIME .....	20
ARTICLE 13 SUNDAY PREMIUM .....	21
ARTICLE 14 TRAVEL BETWEEN STORES.....	21
ARTICLE 15 NIGHT PREMIUM .....	22
ARTICLE 16 HOLIDAYS AND HOLIDAY PAY.....	22
ARTICLE 17 VACATIONS .....	24
ARTICLE 18 MINIMUM WEEKLY SCHEDULE.....	25
ARTICLE 19 NO FREE WORK .....	26
ARTICLE 20 TIME CARDS .....	26
ARTICLE 21 SPLIT SHIFTS .....	26
ARTICLE 22 STORE MEETINGS .....	27
ARTICLE 23 REPORTING PAY.....	27
ARTICLE 24 LUNCH BREAKS .....	27
ARTICLE 25 RELIEF PERIODS .....	27
ARTICLE 26 PROBATIONARY PERIOD.....	28
ARTICLE 27 SENIORITY.....	28

ARTICLE 28 UNSCHEDULED OVERTIME .....	31
ARTICLE 29 LAYOFFS.....	31
ARTICLE 30 TRANSFER FROM STORE TO STORE.....	33
ARTICLE 31 NEW STORE LANGUAGE.....	33
ARTICLE 32 LEAVES OF ABSENCE .....	34
ARTICLE 33 BEREAVEMENT LEAVE.....	36
ARTICLE 34 JURY DUTY .....	37
ARTICLE 35 SICK LEAVE .....	37
ARTICLE 36 INJURY ON THE JOB.....	42
ARTICLE 37 HEALTH AND WELFARE COVERAGE .....	42
ARTICLE 38 NON-DUPLICATION OF BENEFITS .....	51
ARTICLE 39 PENSION .....	52
ARTICLE 40 DISCHARGE AND NO DISCRIMINATION .....	53
ARTICLE 41 UNION REPRESENTATIVE VISITATION.....	54
ARTICLE 42 UNION STEWARD.....	54
ARTICLE 43 DISPUTE PROCEDURE.....	55
ARTICLE 44 NO STRIKE OR LOCKOUT .....	59
ARTICLE 45 STORE CLOSING.....	59
ARTICLE 46 BULLETIN BOARD .....	61
ARTICLE 47 UNION STORE CARDS.....	61
ARTICLE 48 LIE DETECTOR TESTS.....	61
ARTICLE 49 UNIFORMS/EQUIPMENT.....	61
ARTICLE 50 PHARMACY TECHNICIANS.....	62
ARTICLE 51 MASTER SAFETY COMMITTEE .....	64
ARTICLE 52 JOINT LABOR MANAGEMENT COMMITTEES .....	67
ARTICLE 53 SAVING CLAUSE .....	68
ARTICLE 54 APPRENTICE ADVANCEMENT .....	68
ARTICLE 55 TECHNOLOGICAL CHANGES.....	69
ARTICLE 56 ENTIRE AGREEMENT .....	70
ARTICLE 57 TERM OF AGREEMENT .....	70
APPENDIX "A" .....	73

**LETTERS OF AGREEMENT ..... 81**

# 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**

**Denver, Colorado (Clerks)**

**TERM: January 9, 2022 through January 4, 2025**

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, employed by the Employer in the grocery store or stores owned or operated by the Employer within the metropolitan area of Denver, Colorado (such jurisdiction to apply to current stores represented by this Union and future stores only of the Employer), but excluding all store managers, first assistant managers, associate managers, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards, professional employees and supervisors as defined in the National Labor Relations Act as amended.

Within the geographical jurisdiction of this Agreement, any new stores opened by the Employer shall be accreted and shall be covered by the terms of this Agreement.

## **ARTICLE 2** **BARGAINING UNIT WORK JURISDICTION**

**Section 2.** All work and services performed in the bargaining unit connected with the handling or selling of merchandise to the public shall be performed exclusively

by bargaining unit members except as provided below. Store Managers, Assistant Managers, Field Merchandisers can perform all duties in the store. 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.

Bargaining Note: Bakery Clerks shall remain in the Clerks Pension.

### **AUTHORIZED WORK FOR VENDORS**

**Section 3. Vendor Work:** Direct store **delivery** vendors who deliver the product categories of beverages (including juice sold in produce/deli departments), cookies and crackers, bakery, pizza, ice cream, chips, specialty/gourmet/natural foods, **cosmetics, pet accessories**, greeting cards (and related products such as bows, wraps, candles, balloons, ribbons), newspapers, magazines, books and related products shall be allowed to perform all work in connection with the sale of their products directly delivered to the store. For purpose of this provision, the product categories as used herein shall be interpreted to include all products delivered by such vendor. Additionally, all vendors shall be allowed to stock and otherwise maintain any J-Hook or Clip strip program.

Additionally, all vendors may perform: any work in connection with promotional and seasonal displays; facing in connection with the service of product; rotation of product; cleaning of product, shelves and racks; affixing coupons and other promotional materials to products; vendors shall be permitted to perform three (3) major resets per store per section per calendar year. Additionally, vendors may perform work, as necessary to accommodate the introduction of new items, or removal of discontinued items, from the set; checking of code dates and removal of outdated product; and any work in connection with the opening of a new store and the two (2) week period thereafter, or during the two (2) weeks before and after a store remodel. **All the product delivered to the store from a warehouse owned or operated by, or for the benefit of, the Employer shall be stocked by bargaining unit members with the above exceptions.**

**Section 4. Work Jurisdiction.** Except for sanitation and floor maintenance, the Employer agrees not to subcontract operations existing within the stores. The Employer agrees that no employee classified as a Sanitation Clerk or Sanitation Manager on May 11, 1996 shall be laid-off or reduced in hours as a result of the subcontracting of floor care or expansion of Courtesy Clerk duties. However, the Employer reserves the right to promote Sanitation Clerks and/or Managers to All Purpose Clerk vacancies in order to provide for the use of outside contractors for floor maintenance and sanitation work. It is understood that before a full-time Sanitation Clerk is advanced to a full-time All Purpose Clerk position, such employee must have more seniority than the most senior employee on the All Purpose Clerk full-time list for the vacancy. It is understood that Sanitation Clerks protected herein may be assigned hours in lower classifications, at their sanitation rate, for purpose of meeting the job security provision of this section.



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 3** **UNION SECURITY AND CONDITIONS**

**Section 5. 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.

**Section 6.** For the purpose of Section 5 above, the execution date of this Agreement shall be considered as its effective date.

**Section 7. 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 4** **CHECK-OFF**

**Section 8.** 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 9.** 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 10. 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 5**  
**NEW EMPLOYEES, TRANSFERRED EMPLOYEES,**  
**PROMOTED OR DEMOTED**

**Section 11.** 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 12. Completion of Forms For Benefit Programs.** At the time of hiring, **or otherwise joining the bargaining unit**, 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. Completion of any necessary applications, forms and papers for qualification under the Health and Welfare Article or any other benefit programs provided by this Agreement, shall be completed on the first day of employment, but not later than the eligibility date of participation in the various plans. 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 13. 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 6**  
**RIGHTS OF MANAGEMENT**

**Section 14.** 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 15.** 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 7** **DEFINITIONS OF CLASSIFICATIONS**

**Section 16.** 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. **All payroll work performed by bargaining unit employees shall be paid at the Head Clerk rate of pay.** The Grocery Back Door Receiver shall be a Head Clerk position. **An Assistant Convenience Store Manager, if designated by the Employer 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. 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.

- 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 17. 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.

**Section 18. 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 19.** 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 8**  
**RATES OF PAY**

**Section 20.** 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 21.** 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 22.** 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 9**  
**PRIOR EXPERIENCE**

**Section 23.** In applying Sections 20 and 21 of Article 8 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 10**  
**SCHEDULING AND ASSIGNMENT OF HOURS**

**Section 24. 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.

**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 91, 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.

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 25. 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 26. Additional Hours.** The Company would use its best efforts to give employees at least **two (2) hours** notice if an employee is required to work beyond the end of their scheduled shift. **Employees shall not be subject to discipline for failure to remain at work beyond the end of his/her scheduled shift if less than two (2) hours notice is given except in emergency situations.**

**Management shall post a weekly additional hours request list for their store/department. 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/shift 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, including assigning those hours to employees who work in different Local 7 bargaining units within the same banner.**

**Prior to assigning hours to employees from outside the bargaining unit, employees in the home department/bargaining unit shall have priority in shift selections, if qualified. In the event available hours are being filled from outside the bargaining unit, the Company shall honor reasonable requests for training from employees within the bargaining unit who wish to claim such hours.**

**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.**

**Bargaining Note: The intent of this provision is not to avoid assigning available hours to current department or bargaining unit employees or to avoid hiring for long term needs. Rather, the intent is to fill unexpected business needs.**

**The parties agree to meet at least every six (6) months to discuss issues which may arise from the implementation of this proposal. Section 27. 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 28. 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 29. 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 11** **NO REDUCTION IN PAY**

**Section 30.** 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 31.** The terms of this Agreement are intended to cover only wages and other employee benefits. The Employer may place superior wages and other benefits in effect and may reduce any premiums to the minimum herein prescribed without the consent of the Union. It is clearly understood that any wage increases are made to a specific progression step and/or job classification within the bargaining unit. Prior to increasing any rate listed herein, the Employer shall first meet with the Union President or designee, to discuss such change. The meeting between the Employer and the Union shall occur at least two (2) weeks prior to the implementation of the wage change. It is expressly understood that an employee's wages will not be reduced as a result of this section.

**BARGAINING NOTE: Examples:** The Employer could offer a premium for all work performed within a specific six (6) week period, and then terminate the premium at the end of the period. An employer could increase the wage rate for a particular job step from \$17.00 to \$18.00 but could not then lower that wage rate back to \$17.00.

## **ARTICLE 12** **OVERTIME**

**Section 32.** 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 33. 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 13** **SUNDAY PREMIUM**

**Section 34.** The premium rate for work performed on Sunday as such shall be one and one-fourth times (1-1/4x) 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 31 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 31 hereof. Employees hired on or after March 6, 2005 shall not be eligible for Sunday Premium.

**Section 35.** 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 36.** 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 37. Courtesy Clerk Sunday Premium.** Courtesy Clerks shall receive a premium of fifty cents (\$0.50) per hour for all work performed on Sunday.

### **ARTICLE 14** **TRAVEL BETWEEN STORES**

**Section 38.** 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 15** **NIGHT PREMIUM**

**Section 39.** A premium of **two** dollars (\$2.00) 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 16** **HOLIDAYS AND HOLIDAY PAY**

**Section 40.** 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 41. 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 42. 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 43. 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 44. 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 45.** 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 46. 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, **except that such employees will be paid one and one-half (1½) times his/her normal hourly rate of pay for hours worked on Christmas.**

## ARTICLE 17 VACATIONS

**Section 47.** 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) years' 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.

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) years' service, two (2) weeks' paid vacation after three (3) years' service, three (3) weeks' paid vacation after eight (8) years' continuous service, four (4) weeks' paid vacation after twelve (12) 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.

**Any employee who has two (2) or fewer weeks of vacation per year pursuant to this Agreement shall be entitled to take up to one (1) week of vacation, without pay (and such time will not be considered as time worked), upon the employee's request. The scheduling of such unpaid vacation shall be subject to the normal vacation scheduling provisions of this Article.**

**BARGAINING NOTE: It is understood that for any employees who elect to take an unpaid vacation, this unpaid time does not count as time towards any of the benefits provided under this Agreement (such as, but not limited to, pension contributions, health and welfare contributions, etc.).**

**Section 48.** 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 46 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 49. 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. **In the event employees have their vacation pre-approved at least two (2) weeks in advance of their vacation and the employee's vacation check is not made available in accordance with the contract, a cash advancement, which approximates the net amount owed, shall be given to the employee at the store, provided the employee signs the cash advance voucher. The Company shall recoup the advancement from the employee's vacation check.**

**Section 50. 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 51.** 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. **Vacation that has been earned by an employee but which remains unused following their anniversary year shall be paid out to the employee.**

**Section 52. 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.

**Section 53.** In the event a regular full-time employee voluntarily quits or is discharged, such employee shall be paid pro rata vacation pay earned up to the time the employment relationship is severed.

## **ARTICLE 18** **MINIMUM WEEKLY SCHEDULE**

**Section 54.** No regular employee shall be scheduled for less than twenty (20) hours in a work week, if the employee is available.

**Section 55.** Any employee may indicate his or her desire to be regularly scheduled fewer than twenty (20) hours in a workweek and management will have the discretion to so schedule the employee. An employee can withdraw consent to be so scheduled under this provision at any time. This provision is not intended to circumvent any scheduling provisions of the Collective Bargaining Agreement.

**Bargaining Note:** It is the specific intent of the parties that less than minimum hour employees are not a separate classification and shall be subject to Article 10, Section 24 (Retail) on the same basis as other employees.

For these workers, which the Employer will specifically identify for purposes of audit review, the Employer will make healthcare contributions for any employee who has at least one (1) year of service and who has worked eight hundred (800) hours during any anniversary year following the employee's first anniversary.

The amount of contributions, which would be retroactive to the beginning of the year once the eight hundred (800) hour threshold is met, is two hundred dollars (\$200.00) per month. Notwithstanding any contributions, qualifications for benefits remains as set forth under Article 37.

#### **ARTICLE 19** **NO FREE WORK**

**Section 56.** 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 20** **TIME CARDS**

**Section 57.** 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 21** **SPLIT SHIFTS**

**Section 58.** 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 22** **STORE MEETINGS**

**Section 59.** 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 23** **REPORTING PAY**

**Section 60.** 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 24** **LUNCH BREAKS**

**Section 61.** 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 25** **RELIEF PERIODS**

**Section 62.** 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 **more than six (6) hours**, 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 26** **PROBATIONARY PERIOD**

**Section 63.** 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 27** **SENIORITY**

**Section 64.** Seniority is the length of continuous employment with the Employer. Seniority shall be dated from the date the employee actually reports for work.

**Section 65. 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 66. 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 67. 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 68. 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.

**Look Back.** Within ninety (90) days of ratification, the Employer will agree to review by store, in the trailing fifty-two (52) week period, ending December 31, 2021, to identify any part-time employee who during that period, worked, at straight-time plus vacation, a total of 2080 or more hours and post for seventy-two (72) hours, in the store where such employee worked the hours, the full-time opening(s) and to advance the most senior qualified employee who signs the posting to such position, or if no one signs the posting, to make the employee who worked the hours full time. The Employer agrees to an additional lookback at the beginning of year three (3) of the contract under the same terms.

**Assignment to Full-Time Status.** 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.

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

**Section 69. 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 70. Promotions and Assignment to Full-Time.** The Employer agrees to make promotions **and lateral transfers** to non-management classifications **and full-time status** to the most senior qualified employee **as provided herein**. Management will post **to the Employer's web portal** a list of openings within the store **where the opening exists for seventy-two (72) hours and said posting shall list the date and time the notice is posted**. Employees may sign the posting and be considered for promotion. **Upon completion of the seventy-two (72) hour period, management shall record the time it removed the posting maintain a record of the posting for a period of no less than thirty (30) days.** The Company shall offer the promotion/**lateral transfer/full-time** to the senior qualified employee within **both the bargaining unit**

**within the store, and, if none, then to the senior qualified employee within the store, and, if none, to the senior qualified employee not within the store, but within the bargaining unit, prior to hiring off-the-street.**

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

**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 Section 70.**

**2.) It is understood that age shall not be a factor in all other promotion not covered under #1 above.**

**Section 71. 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 72. Demotion for Just Cause.** Except under the provisions of Section 74, no employee shall be demoted from a higher classification without just cause.

**Section 73. 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 28** **UNSCHEDULED OVERTIME**

**Section 74. 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 29** **LAYOFFS**

**Section 75. 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 employee's home store quadrant, if the affected employee is qualified for such position, (with regard to booth assignments, floral designers, and pharmacy technicians, an employee must be qualified to exercise their rights herein). For purposes of this provision, the Denver bargaining unit shall be divided into 4 quadrants using Alameda and Broadway as the lines for establishing the quadrants.
- (c) 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).
- (d) 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.)
- (e) Accepting the layoff.
- (f) 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 76. 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 77. 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 30** **TRANSFER FROM STORE TO STORE**

**Section 78. 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 31** **NEW STORE LANGUAGE**

**Section 79.** In the event of the opening of a new store within the bargaining unit (not a replacement of an existing store), the following procedure shall apply:

1. At least four (4) weeks prior to the opening of a new store, the Employer will post a sheet in each location for interested employees to sign if desirous of a transfer to the new location. The sheet shall remain posted for at least ten (10) days.
2. Job openings either at the new store or created by transferring employees at their former store shall first be filled by employees on layoff in the classification of the vacancy before any new employees are hired or current employees are promoted.
3. Employees who have signed the new store transfer request sheet shall be given consideration based on their qualifications and the requirements of the store. It is understood that the Employer may move employees from its own competitive stores which may be impacted by the new store opening before consideration of other employee desires.
4. In the event the Employer opens new stores within the geographical area of this Agreement, as set forth in Article 1, not less than sixty percent (60%) of the initial staffing of the new store shall be made by employees covered by this bargaining Agreement, if available.

**ARTICLE 32**  
**LEAVES OF ABSENCE**

**Section 80. Sickness, Injury or Pregnancy.** Leaves of absence shall be granted for up to **twelve (12)** 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.

**Employees that have left the Employer after exceeding twelve (12) months on a leave of absence shall be reinstated if they submit satisfactory medical evidence that they will be able to return to duties within their classification if they return within twenty-four (24) months from the commencement date of the original leave of absence. The following provisions will apply to former employees returning under the noted circumstances:**

- **Assume the seniority date at when the employee left the company**
- **Assume the same wage/tier that the employee was at when they left the Employer**
- **No vacation time will be credited upon reinstatement**
- **There will be no retroactive pension payments**
- **Healthcare coverage will be reinstated with the same level of coverage as the employee had when they left the Employer on the first of the month following the former employee's return.**

**Section 81. 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 82. 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 83. 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 84. 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 85. 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 86. 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 87. 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 88. 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 33** **BEREAVEMENT LEAVE**

**Section 89.** 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 7 days 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 90.** 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 91.** 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 34**  
**JURY DUTY**

**Section 92.** 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 93.** 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 94.** The Employer will maintain its practice of rescheduling employees required to serve on jury duty.

**ARTICLE 35**  
**SICK LEAVE**

**Section 95.**

1. The paid sick leave accrual provisions set forth in this Agreement supersede the accrual provisions of any and all prior policies or applicable collective bargaining agreements.
2. Employees covered by this Agreement will accrue one (1) hour of paid sick leave for every thirty (30) hours worked starting from their first day of employment or January 1, 2021, whichever is later, up to forty-eight (48) hours of paid sick leave per year.
3. Carryover of sick leave from year to year:
  - a. Employees shall be entitled to carry over sick leave from year to year, but shall be subject to a maximum accumulation of:
    - i. Employees in the Clerks units hired on or before March 27, 2005 shall not be entitled to accumulate more than six hundred (600) hours of sick leave.
    - ii. Employees in the Meat units hired on or before March 27, 2005 shall not be entitled to accumulate more than six hundred (600) hours of paid sick leave.

- iii. All employees hired after March 27, 2005 shall not be entitled to accumulate more than four hundred eighty (480) hours of paid sick leave. In the event a legislative change makes sick time compensable, the maximum accrual will revert to two hundred and forty (240) hours. No associate's current accumulation shall be reduced as a result of this change.
- b. After an employee has used forty eight (48) or more hours of paid sick leave in a given benefit year, any further use of accrued paid sick leave during that benefit year for a subsequent sickness or injury shall be subject to the following waiting period:
- i. on the third (3<sup>rd</sup>) full workday absence for employee's sickness or non-occupational injury;
  - ii. on the second (2<sup>nd</sup>) workday's absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of ninety-six (96) hours but less than one hundred ninety-two hours, and;
  - iii. on the first (1<sup>st</sup>) workday's absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of one hundred ninety-two (192) hours.
- c. Any employee ineligible for first day sick pay under this Article shall be permitted to use up to five (5) days per year of vacation accrued pursuant 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.
4. Employees may use their accrued paid sick leave for the sickness, safety, and caregiving purposes described below. Paid sick leave may be used as soon as it is accrued and must be taken in one (1) hour increments.
5. Employees will be paid their regular hourly rate for all hours in which leave is taken. Benefits will be maintained. This regular hourly rate does not include overtime or bonus pay, and paid sick leave is not considered "hours worked" for purposes of determining whether an employee is entitled to overtime in a given workweek.

6. When leave is foreseeable, the Employer expects employees to make a good faith effort to provide advance notice of their need for leave and to schedule the leave in a manner that does not unduly disrupt the Employer's operations.
7. The Employer will allow employees to use their accrued paid sick leave to be absent from work when the employee has a mental or physical illness, injury, or health condition that prevents the employee from working; needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or needs to obtain preventative medical care. The Employer will not consider the fear or anxiety of contracting a communicable illness that is a cause of a public health emergency to be a mental or physical illness, injury, or health condition that prevents an employee from working, but will consider accommodations to an employee who has a health condition which would allow the employee to perform alternative work or jobs.
8. The Employer will also allow employees to use their accrued paid sick leave to be absent from work when the employee needs to care for a Family Member who has a mental or physical illness, injury, or health condition; needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or needs to obtain preventative medical care.
9. "Family Members" include any person who is related to the employee by blood, marriage, civil union or adoption, as well as a child to whom the employee is standing in loco parentis or a person who stood in loco parentis to the employee, as well as a person for whom the employee is responsible for providing or arranging health or safety related care.
10. If an employee or Family Member is the victim of domestic abuse, sexual assault, or harassment, the Employer will allow the employee to use accrued paid sick leave for the following "safe" time purposes: seeking medical attention to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment; obtaining services from a victim services organization; obtaining mental health or other counseling; seeking relocation due to the domestic abuse, sexual assault, or harassment; or seeking legal services, including preparing for or participating in a civil or criminal proceeding related to or resulting from the domestic abuse, sexual assault, or harassment.
11. For leaves lasting four (4) or more consecutive workdays, the Employer may request reasonable documentation to establish that the paid sick leave was used for one of the sickness, safety, or caregiving purposes described above.

- 12. In the event of a Public Health Emergency (“PHE”), as defined in Colorado’s Healthy Families and Workplaces Act, C.R.S. 8-13.3-402(9), the Employer will allow employees to use accrued paid sick leave if a public official orders the closure of the Employer’s location where the employee normally works, or orders the closure of the school or place of care of an employee’s child and the employee needs to care for the child.**
- 13. Any time a PHE is declared in Colorado, the Employer will add sufficient PHE paid sick leave (“PHE PSL”) to each Colorado employee’s available paid sick leave balance to ensure that the employee may take up to two (2) weeks of PHE PSL during the emergency, if necessary for the covered reasons discussed below. Employees who work 40 hours or more per week will be provided 80 hours of PHE PSL. For employees who normally work fewer than 40 hours in a workweek, PHE PSL will be provided to cover the average number of hours the employee works in a 14-day period.**
- 14. PHE PSL may only be used during a PHE or during the four weeks after the official termination or suspension of the PHE, and may only be used for the following reasons related to the PHE:**
  - a. The employee needs to self-isolate and to engage in self-care because the employee has been diagnosed with, or has symptoms of, a communicable illness that is the cause of the PHE.**
  - b. The employee needs to seek or obtain medical diagnosis, care, or treatment because the employee is experiencing symptoms of a communicable illness that is the cause of the PHE.**
  - c. The employee needs to seek preventative care concerning a communicable illness that is the cause of the PHE.**
  - d. The employee needs to seek care for a Family Member who is engaging in self-isolation, self-care, or seeking diagnosis, care, treatment, or preventative care due to a diagnosis or symptoms of a communicable illness that is the cause of the PHE.**
  - e. The Employer or a local, state, or federal public health official with jurisdiction over the worksite, determines the employee’s presence on the job or in the community would jeopardize the health of others because of the employee’s exposure to, or symptoms of, a communicable illness that is the cause of the PHE, regardless of whether the employee has been diagnosed as having the communicable illness.**
  - f. The employee needs to care for a Family Member when a local, state, or federal public health official, or the Family Member’s employer,**



determines that the Family Member's presence would jeopardize the health of others because of the Family Member's exposure to, or symptoms of, a communicable illness that is the cause of the PHE, regardless of whether the Family Member has been diagnosed as having the communicable illness.

- g. The employee needs to care for a child or other Family Member when the childcare provider is unavailable due to a PHE, or if the child's or Family Member's school or daycare is closed by local, state, or federal public health officials or at the discretion of the school or daycare, due to a PHE. This reason for absence applies even if the school is closed but is providing instruction remotely.
  - h. The employee, even with an accommodation, is unable to work in any job at the Employer because the employee's own health condition may increase susceptibility to or risk of a communicable illness that is the cause of the PHE.
15. Employees will only be provided the full amount of PHE PSL once during any given PHE, even if the PHE is extended, amended, restated, or prolonged.
16. Sick leave benefits are not convertible to cash. The Employer will not pay out accrued but unused paid sick leave upon an employee's separation from the company. However, if an employee separates from the Employer and is rehired within six (6) months after the separation, the Employer will reinstate any accrued but unused paid sick leave from the employee's previous employment.
17. Certain leave, such as FMLA and/or FFCRA leave, may run concurrently with paid sick leave.
18. The Employer will make whole any employee who, under a policy or collective bargaining agreement in place prior to the execution of this Agreement, was scheduled to receive a credit of paid sick leave after the employee's first year of employment. Upon such an employee's first year job anniversary, the Employer will credit the difference between the number of paid sick leave hours the employee accrued pursuant to the terms of this Agreement and the number of paid sick leave hours the employee was scheduled to receive under the prior policy or agreement.
19. The parties agree that the Colorado Healthy Families and Workplaces Act ("HFWA") allows for federal preemption under the Taft-Hartley Act and ERISA for collective bargaining agreements and trust funds that provide for paid sick leave benefits. Specifically, the HFWA is preempted when employees covered by a collective bargaining agreement enjoy equivalent or more generous paid sick leave benefits as compared to those required by the HFWA. The bargaining parties

hereby expressly waive the application of the HFWA's provisions because employees covered by this Agreement enjoy equivalent or more generous paid sick leave benefits as compared to those required by the HFWA.

20. The parties agree that any disputes related to paid sick leave benefits must be resolved according to the grievance and arbitration processes set forth in this Agreement. Any attempt to resolve grievances or disputes related to paid sick leave benefits according to the administrative or judicial remedies set forth in the HFWA will be deferred to the grievance and arbitration processes set forth in this Agreement.

21. The parties agree that any discussions which either party may wish to have regarding changes or additions to the relevant trust fund provisions or other related benefits in this Agreement, in light of the HFWA, will be the subject of bargaining.

### **ARTICLE 36** **INJURY ON THE JOB**

**Section 96.** 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 37** **HEALTH AND WELFARE COVERAGE**

(Medical, Surgical, Hospital, Dental, Prescription,  
Vision and Life Insurance)

**Section 97. Trust Fund.** 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.

Changes effective June 1	Current	January 2022 hours payable in February 2022	January 2023 hours payable in February 2023 “Up to”	January 2024 hours payable in February 2024 “Up to”
Plan A Hired Before 3/5/2005	\$988.78	\$ 1,030.31	\$ 1,081.82	\$ 1,135.92
Plan A Hired After 3/5/2005	\$850.59	\$ 886.31	\$ 930.63	\$ 977.16
Plan B Hired Before 3/5/2005	\$791.01	\$ 824.23	\$ 865.44	\$ 908.72
Plan B Hired After 3/5/2005	\$680.47	\$ 709.05	\$ 744.50	\$ 781.73
Plan C Hired After 3/5/2005	\$428.68	\$ 446.68	\$ 469.02	\$ 492.47

The “up to” rates for **2023 and 2024** will be determined as follows:

1. Using the latest financial data available as **each September (or most recently available data in preparation for the December fund meeting)**, co-consultants will develop a forecast through 12/31/2024.
2. In preparing the forecast, the below trend rates will be used.
3. If the forecast projects an ending balance at 12/31/2024 that is below the target reserve level (average of 1.4 months of expense for the 12 months ending 12/31/2024, plus IBNR at 12/31/2024), then the employer contributions will be increased effective January **2023 and 2024** so that the ending reserve will be equal to the target reserve. **Any projected deficit in the ending balance shall first be corrected by increasing the 2023 employer contribution rates until such rates reach the “up to” levels for 2023.**
4. In no event will the increase in the employer contributions rate exceed **5.0% in 2023 or 2024**. In no event will the “up to” employer contribution rates be less than the **prior year’s** 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	2022	2023	2024
PPO Medical	6.5%	6.5%	6.5%
Prescription Drug	8.0%	8.0%	8.0%
Dental	4.0%	4.0%	4.0%
Vision	3.0%	3.0%	3.0%
Time Loss	0.0%	0.0%	0.0%
Kaiser Premium	6.5%	6.5%	6.5%
Medicare Advantage	Actual	Actual	Actual
Life Premium	0.0%	0.0%	0.0%
Provider Access Fees	Actual	Actual	Actual
Stop Loss Premiums	Actual	Actual	Actual
Administration	3.0%	3.0%	3.0%
Investment Income	1.25%	1.25%	1.25%

**Employee Co-Premiums.** 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. **Effective January 1, 2023, the required weekly co-premium amounts for all active employees enrolled in the Plan shall become: \$8.50/week for employee only, \$17/week for employee and children or employee and spouse and \$26/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**

- 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, 2022 the weekly disability benefit cap shall increase to four hundred (\$400.00) dollars. In addition, as soon as practicable, the Trustees are directed to explore options for more affordable stop loss coverage, and, if unavailable, discontinue the purchase of stop loss coverage.**

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 38** **NON-DUPLICATION OF BENEFITS**

**Section 98.** 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 39**  
**PENSION**

**Section 99. 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. **The Employer will maintain the current hourly contribution rate of \$1.60 per hour for the term of the contract.**

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.

**Section 100. 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 the date of ratification, 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 101. 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 102.** 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 103.** 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 104.** 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 105.** 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 40** **DISCHARGE AND NO DISCRIMINATION**

**Section 106.** 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 **transgender and/or non-binary employees** by the gender of **the employee's** choice. It is understood that the foregoing provision is not subject to the grievance/arbitration provisions of the labor contract.

**Section 107.** 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 108.** Use of the male gender herein shall, except as the context requires, be deemed to include the female gender.

#### **ARTICLE 41** **UNION REPRESENTATIVE VISITATION**

**Section 109.** 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 42** **UNION STEWARD**

**Section 110.** 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 111. 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 43** **DISPUTE PROCEDURE**

**Section 112.** 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 113. 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.

**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.**

**Section 114. 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 9, Section 22, 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 **twelve (12) months** if not relied upon for further discipline.

**Section 115. 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.

In the 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.

1. 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.
2. The parties also agree to schedule monthly settlement meetings at which the parties will discuss the possible settlement or withdrawal of grievances pending arbitration.
3. 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.
4. 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.

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.**

**Section 116.** 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 117.** 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 118.** 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 119. 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.

**Section 120. Discovery in Customer Complaints.** 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.

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.

The Union's attorney shall not intimidate, threaten or otherwise harass the customer, but shall conduct themselves in a professional manner.

**ARTICLE 44**  
**NO STRIKE OR LOCKOUT**

**Section 121.** 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 45**  
**STORE CLOSING**

**Section 122. 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 123.** 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 124.** All moneys due employees, including severance pay, shall be paid in a lump sum upon termination.

**Section 125.** 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 126.** 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 127.** 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 128.** 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 129.** 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 130.** 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 46** **BULLETIN BOARD**

**Section 131.** The Employer will provide bulletin board space for the posting of official Union notices.

#### **ARTICLE 47** **UNION STORE CARDS**

**Section 132.** 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 48** **LIE DETECTOR TESTS**

**Section 133.** The Employer shall not require any employee to submit to a polygraph examination.

#### **ARTICLE 49** **UNIFORMS/EQUIPMENT**

**Section 134.** 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. **Courtesy Clerks may wear shorts between May 1 through September 30 provided they are dress wool, cotton, knit, or black non-faded denim material 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.

## **ARTICLE 50** **PHARMACY TECHNICIANS**

**Section 135.** 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.

**Section 136.** **Senior Certified Pharmacy Technicians.** Effective with the signing of this Agreement, the selection of employees to perform as Senior Certified Pharmacy Technicians shall be at the discretion of the Employer. Said employee will have varying responsibilities, including but not limited to, administering vaccinations, point of care testing, completing Technician Product Verification as allowed by state law, assist pharmacist in any and all responsibilities except those that require a pharmacist's professional judgment.

Current Certified Pharmacy Technicians will be offered the opportunity to be promoted to the Senior Certified Technician position. The necessary training will be provided and paid for to the employees interested in the Senior Certified Technician position. All Certified and Senior Certified Technicians will be scheduled as a single group based on seniority under the scheduling provisions under this Agreement.

**Section 137.** **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.

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.

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.

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.

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.

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.

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.

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.

At the discretion of the company, Pharmacy Lead Technicians may be placed within a pharmacy and may be assigned duties to assist in the training and operations of the department. Pharmacy Lead Technicians will be considered a full-time position.

## **ARTICLE 51** **MASTER SAFETY COMMITTEE**

**Section 138.** 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 139.** 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 140.** 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 141.** 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.

- i. 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.
- ii. No employee shall operate, be permitted to operate, or directed to operate a cardboard baler prior to completion of training in baler operation.
- iii. No employee shall operate, be permitted to operate, or be directed to operate a trash compactor prior to completion of training in compactor operation.
- iv. 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 142.** 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 41 Section 109 of the retail labor agreement (Article 45 Section 114 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 143. Employer Workplace and Emergency Procedures.** If a federal, state, or local government declares a state of emergency, this emergency provision shall apply.

**Changes in policy, process, or working conditions.** The Company will communicate to the Union changes in policy, procedures, and working conditions taken in response to the emergency. The parties recognize that emergencies are dynamic in nature and often decisions are fluid and fast changing. The Company will make its best effort to keep the Union advised of

these changes. If any change in working conditions is contrary to any express provisions of the labor agreement, the Company will not make such change without mutual agreement with the union.

**Employee Leave.** If any employee is unable to perform work due to the nature of the emergency, the Company and the Union will meet and discuss in good faith the proper application of the leave of absence provisions provided by Article 32 of this Agreement and/or any additional leave that the parties may mutually agree to provide.

**Layoffs.** Any layoffs (or recall of employees) as a direct result of the emergency shall be in accordance with the seniority provisions of Articles 27 and 29 of the Agreement. The Company and the Union may mutually agree to modify or extend various terms (e.g., the parties may agree to extend the period of time an employee may be on layoff without losing seniority).

**Dangerous Emergencies.** The Employer will develop procedures that workers should follow to protect themselves and co-workers during dangerous emergencies. These procedures may include: (i) where workers should go to protect themselves, (ii) evacuation plans, (iii) what workers should do, and (iv) how prompt first aid and emergency medical treatment will be administered to injured workers. The procedures will also discuss signs that may indicate that a dangerous emergency may occur (such as threats, social media posts or assaults), and encourage workers, customers and others to report these matters to a manager or security guard, if applicable. The Employer will update the training as new procedures to protect workers against dangerous emergencies develop.

The Company may consider training all workers on the dangerous emergency procedures, including how to recognize a potentially dangerous emergency and, where appropriate, how to de-escalate dangerous emergencies that are reasonably capable of de-escalation. Expert professional trainers will conduct or facilitate all trainings. New hires will undergo this training within the first thirty (30) days of employment.

During a dangerous emergency the Employer agrees that employees do not bear any responsibility to protect any merchandise. Employees should protect themselves and, to the extent safely and reasonably possible, co-workers/customers. The Employer acknowledges that employees have a right to defend themselves if there are no other options to avoid the dangerous situation. The Employer agrees to notify the President of the Union, or his or her designee, immediately upon learning of a dangerous emergency.

**Section 144. Pandemic Safety Measures.** In the event of a novel pandemic or epidemic affecting one or more of the stores, the Employer agrees to meet and bargain with the Union concerning the effects thereof within fourteen (14) days following a written request by the Union. The Employer further agrees to follow

applicable CDC, NIOSH, or OSHA guidelines and any state and federal mandates concerning the pandemic or epidemic. The Employer agrees that employees shall have access to hand sanitizer and other appropriate sanitation products.

The Employer agrees that it shall train managers, supervisors, and employees on applicable safety measures.

**Section 145.** Vaccine Mandate. In the event the Employer determines it intends to implement a vaccine mandate, the Employer agrees to meet with the Union and bargain effects of the mandate as far in advance of the mandate's effective date as possible, but not less than two (2) weeks in advance of the mandate's effective date.

**Section 146.** Customer Theft. The Employer agrees that it shall provide training to employees, not less than annually, concerning company policies with respect to interacting with shoplifters.

**Section 147.** 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 52** **JOINT LABOR MANAGEMENT COMMITTEES**

**Section 148.** There shall be established in each **district** a joint Labor Management Committee whose purpose shall be to investigate, study and discuss mutual solutions to problems affecting Labor-Management relations in the **district** in a sincere attempt to improve the parties' basic relationship. The Committee in each **district** 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 **district** and as approved by the Union and the Employer. The Committee shall not have the authority to modify the terms of this Agreement.

**Section 149.** The parties agree that the Joint Labor Management Committees will discuss the trespass of unruly customers from the Employer's stores. The Employer agrees to share information with the Union on a confidential basis, concerning incidents and customers trespassed from the stores. When appropriate, such information will be shared with affected employees.

**Section 150.** The parties further agree to discuss the issue of armed and other security guards within the stores during the term of this Agreement. The Employer and the Union agree that guards, including armed guards and off-duty

law enforcement, are often appropriate to ensure employee and customer safety. The Employer agrees to discuss with the Union safety and security incidents which may impact the necessity of armed guards. The Employer and Union shall also discuss the installation and use of panic buttons in appropriate locations. The Employer agrees that it shall undertake appropriate safety measures at King Soopers Store 33 for the duration of this Agreement.

**Section 151.** 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.

### **ARTICLE 53** **SAVING CLAUSE**

**Section 152.** 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 153.** 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 54** **APPRENTICE ADVANCEMENT**

**Section 154.** 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 155.** 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 156.** The committee shall determine whether additional training is warranted for the employee's classification requirements.

## **ARTICLE 55** **TECHNOLOGICAL CHANGES**

**Section 157.** 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 56**  
**ENTIRE AGREEMENT**

**Section 158.** 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 57**  
**TERM OF AGREEMENT**

**Section 159.** 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 160.** This Agreement shall be in full force and effect beginning at 12:01 a.m. on **January 9, 2022**, and shall remain in full force and effect until midnight on **January 4, 2025**, 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.

**Section 161.** In the event of an Act of God or natural disaster (“Emergency”) having a material and continuing impact upon either the Employer’s facilities or the geographic area defined in Article 1 of this Agreement, either the Company or the Union may request to bargain with the other party regarding this Agreement by providing written notice to the other party, within thirty (30) days of the occurrence of such Emergency. The parties agree to timely meet and bargain over the effects of the Emergency.

IN WITNESS WHEREOF, the Parties above named have signed their names and/or affixed the signature of their authorized representative this 4 day of December 2023

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

By: [Signature]

Date: 12/4/23

**KING SOOPERS, INC.**

By: [Signature]

Date: 12/4/23

## **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 CLERKS AGREEMENT**

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.

**In the event that a dispute or question arises as to the volume of sales at a store, the Company will permit the Union, upon request, to review data with a representative of the Company if the Union representative signs a non-disclosure agreement.**

**Bargaining Note: Although the parties have agreed to move certain classifications to the same rate, it is expressly understood and agreed that selection of shifts will be done separately in each department, and that additional hours will be offered to other employees in a given department prior to being offered to other employees in the bargaining unit.**

**The Employer agrees that for those positions identified with a grandfathered rate on the attached wage tables, any individual who held a classification and rate so identified as of January 11, 2022, shall be grandfathered during the term of this Agreement at fifty cents (\$0.50) over the otherwise applicable wage rate, and shall receive the benefit of future increases. This rate is reflected on the attached wage charts as "grandfathered."**

**WORK EXPERIENCE CREDIT MATRIX**  
**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 Safeway Albertsons Whole Foods HEB  Publix SuperValue <b>Trader Joe's</b>	Comparable grocery formats (size; product line) Independent floral shops Independent liquor stores <b>Sprouts</b> <b>Natural Grocers</b>  *Once a Journeyman always a Journeyman*	100%	YES
Non-traditional and other retailers	Wal-Mart (position specific) Target (position specific) K-Mart (position specific) Lowe's Mercado (position specific) MI Pueblo (position specific) Save A Lot (position specific) <b>Home Depot (position specific)</b> <b>Lowe's (position specific)</b>  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%	<b>NO</b> 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%	<b>NO</b> 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	<b>NO</b> 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

For Stores Under Denver City Minimum Wage (1, 5, 7, 19, 21, 26, 29, 35, 56, 72, 83, 93, 115, 123)			
	Effective	Effective	Effective
CLASSIFICATION	1/9/2022	1/29/2023	1/28/2024
<b>DEPARTMENT HEADS</b>			
<b>DEPARTMENT HEADS: BAKERY, DRUG/GM, FRONT-END, GROCERY, HOME HARDLINES, PRODUCE</b>			
Weekly Sales Volume (Exclude Fuel & Rx)			
\$0-\$999,999	\$24.51	\$25.31	\$26.11
\$1,000,000 +	\$25.51	\$26.31	\$27.11
<b>ASSISTANTS, MANAGERS &amp; LEADS</b>			
<b>HEAD CLERK: ASSISTANT DEPT HEAD, FLORAL DEPT HEAD, PICK-UP LEAD, ETC</b>			
No Sales Requirement	\$22.51	\$23.31	\$24.11
<b>STORE CLERKS &amp; BAGGERS</b>			
<b>ALL PURPOSE/NUTRITION CLERK</b>			
Start	\$16.30	\$16.50	\$17.00
After 520 hours	\$16.55	\$16.95	\$17.50
After 1560 hours	\$16.80	\$17.40	\$18.00
After 2600 hours	\$17.20	\$17.85	\$18.50
After 3640 hours	\$17.60	\$18.30	\$19.00
After 4680 hours	\$18.00	\$18.75	\$19.50
After 5720 hours	\$18.40	\$19.20	\$20.00
After 6760 hours	\$18.80	\$19.65	\$20.50
After 7800 hours	\$21.01	\$21.81	\$22.61
Grandfathered	\$21.51	\$22.31	\$23.11
<b>BAKERY CLERK/STORE LIQUOR CLERK</b>			
Start	\$16.30	\$16.50	\$17.00
After 520 hours	\$16.55	\$16.95	\$17.50
After 1560 hours	\$16.80	\$17.40	\$18.00
After 2600 hours	\$17.20	\$17.85	\$18.50
After 3640 hours	\$17.60	\$18.30	\$19.00
After 4680 hours	\$18.00	\$18.75	\$19.50
After 5720 hours	\$18.40	\$19.20	\$20.00
After 6760 hours	\$18.80	\$19.65	\$20.50
After 7800 hours	\$21.01	\$21.81	\$22.61
<b>CUSTOMER SERVICE CLERK</b>			
Start	\$16.30	\$16.50	\$17.00

After 520 hours	\$16.55	\$16.95	\$17.50
After 1560 hours	\$16.80	\$17.40	\$18.00
After 2600 hours	\$17.20	\$17.85	\$18.50
After 3640 hours	\$17.60	\$18.30	\$19.00
After 4680 hours	\$18.00	\$18.75	\$19.50
After 5720 hours	\$18.40	\$19.20	\$20.00
After 6760 hours	\$18.80	\$19.65	\$20.50
After 7800 hours	\$21.01	\$21.81	\$22.61
<b>COURTESY CLERK</b>			
Start	\$16.30	\$16.50	\$17.00
After 36 Months	\$16.85	\$17.05	\$17.55
After 72 Months	\$17.40	\$17.60	\$18.10
After 108 Months	\$17.95	\$18.15	\$18.65
<b>PHARMACY TECHNICIANS</b>			
<b>PHARMACY TECHNICIANS</b>			
Start	\$16.75	\$17.25	\$17.75
After 1040 hours	\$17.45	\$17.95	\$18.45
After 2080 hours	\$18.15	\$18.65	\$19.15
After 2600 hours	\$19.00	\$19.80	\$20.60
<b>CERTIFIED PHARMACY TECHNICIANS</b>			
Start	\$19.15	\$19.70	\$20.25
After 1040 hours	\$19.80	\$20.35	\$20.90
After 2080 hours	\$20.45	\$21.00	\$21.55
After 2600 hours	\$21.75	\$22.55	\$23.35
<b>SENIOR CERTIFIED PHARMACY TECHNICIANS</b>			
Start	\$22.50	\$23.15	\$23.80
After 1040 hours	\$23.50	\$24.15	\$24.80
After 2080 hours	\$24.50	\$25.15	\$25.80
After 2600 hours	\$25.50	\$26.30	\$27.10
<b>LEAD CERTIFIED PHARMACY TECHNICIANS</b>			
<b>CERTIFIED LEAD TECH</b>	\$22.75	\$23.55	\$24.35
<b>SENIOR CERTIFIED LEAD TECH</b>	\$26.50	\$27.30	\$28.10

<b>Denver (excluding Denver City stores), Colorado Springs, Pueblo</b>			
	Effective	Effective	Effective
CLASSIFICATION	1/9/2022	1/29/2023	1/28/2024
<b>DEPARTMENT HEADS</b>			
<b>DEPARTMENT HEADS: BAKERY, DRUG/GM, FRONT-END, GROCERY, HOME HARDLINES, PRODUCE</b>			
Weekly Sales Volume (Exclude Fuel & Rx)			
\$0-\$999,999	\$24.51	\$25.31	\$26.11
\$1,000,000 +	\$25.51	\$26.31	\$27.11
<b>ASSISTANTS, MANAGERS &amp; LEADS</b>			
<b>HEAD CLERK: ASSISTANT DEPT HEAD, FLORAL DEPT HEAD, PICK-UP LEAD, ETC</b>			
No Sales Requirement	\$22.51	\$23.31	\$24.11
<b>STORE CLERKS &amp; BAGGERS</b>			
<b>ALL PURPOSE/NUTRITION CLERK</b>			
Start	\$16.00	\$16.50	\$17.00
After 520 hours	\$16.40	\$16.95	\$17.50
After 1560 hours	\$16.80	\$17.40	\$18.00
After 2600 hours	\$17.20	\$17.85	\$18.50
After 3640 hours	\$17.60	\$18.30	\$19.00
After 4680 hours	\$18.00	\$18.75	\$19.50
After 5720 hours	\$18.40	\$19.20	\$20.00
After 6760 hours	\$18.80	\$19.65	\$20.50
After 7800 hours	\$21.01	\$21.81	\$22.61
Grandfathered	\$21.51	\$22.31	\$23.11
<b>BAKERY CLERK/STORE LIQUOR CLERK</b>			
Start	\$16.00	\$16.50	\$17.00
After 520 hours	\$16.40	\$16.95	\$17.50
After 1560 hours	\$16.80	\$17.40	\$18.00
After 2600 hours	\$17.20	\$17.85	\$18.50
After 3640 hours	\$17.60	\$18.30	\$19.00
After 4680 hours	\$18.00	\$18.75	\$19.50
After 5720 hours	\$18.40	\$19.20	\$20.00
After 6760 hours	\$18.80	\$19.65	\$20.50
After 7800 hours	\$21.01	\$21.81	\$22.61
<b>CUSTOMER SERVICE CLERK</b>			
Start	\$16.00	\$16.50	\$17.00
After 520 hours	\$16.40	\$16.95	\$17.50

After 1560 hours	\$16.80	\$17.40	\$18.00
After 2600 hours	\$17.20	\$17.85	\$18.50
After 3640 hours	\$17.60	\$18.30	\$19.00
After 4680 hours	\$18.00	\$18.75	\$19.50
After 5720 hours	\$18.40	\$19.20	\$20.00
After 6760 hours	\$18.80	\$19.65	\$20.50
After 7800 hours	\$21.01	\$21.81	\$22.61
<b>COURTESY CLERK</b>			
Start	\$16.00	\$16.50	\$17.00
After 36 Months	\$16.55	\$17.05	\$17.55
After 72 Months	\$17.10	\$17.60	\$18.10
After 108 Months	\$17.65	\$18.15	\$18.65
<b>PHARMACY TECHNICIANS</b>			
<b>PHARMACY TECHNICIANS</b>			
Start	\$16.75	\$17.25	\$17.75
After 1040 hours	\$17.45	\$17.95	\$18.45
After 2080 hours	\$18.15	\$18.65	\$19.15
After 2600 hours	\$19.00	\$19.80	\$20.60
<b>CERTIFIED PHARMACY TECHNICIANS</b>			
Start	\$19.15	\$19.70	\$20.25
After 1040 hours	\$19.80	\$20.35	\$20.90
After 2080 hours	\$20.45	\$21.00	\$21.55
After 2600 hours	\$21.75	\$22.55	\$23.35
<b>SENIOR CERTIFIED PHARMACY TECHNICIANS</b>			
Start	\$22.50	\$23.15	\$23.80
After 1040 hours	\$23.50	\$24.15	\$24.80
After 2080 hours	\$24.50	\$25.15	\$25.80
After 2600 hours	\$25.50	\$26.30	\$27.10
<b>LEAD CERTIFIED PHARMACY TECHNICIANS</b>			
<b>CERTIFIED LEAD TECH</b>	\$22.75	\$23.55	\$24.35
<b>SENIOR CERTIFIED LEAD TECH</b>	\$26.50	\$27.30	\$28.10

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**

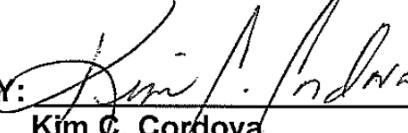
**UFCW LOCAL 7**

**MINIMUM WAGE**

Effective on ratification, the starting rate in any job classification, excluding courtesy clerks, shall be not less than forty cents (\$0.40) above the operative minimum wage applicable to the store, and each rate above will be at least twenty-five cents (\$0.25) per hour higher than the previous rate in the progression schedule.

**Bargaining Note:** In applying the provisions of this Letter of Agreement, the parties understand, for example, that an employee working at a progression step that is adjusted as a result of the operation of **this letter** 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**

BY:   
\_\_\_\_\_  
Kim C. Cordova  
President

**KING SOOPERS, INC.**

BY:   
\_\_\_\_\_  
Sean Hammond  
Senior Labor Director

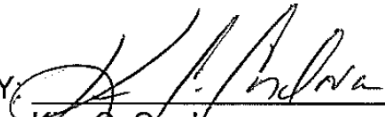


## LETTERS OF AGREEMENT

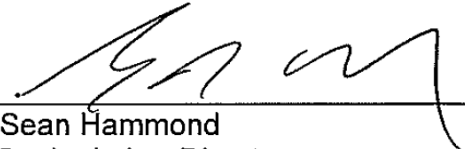
The Letters of Understanding, which are carried over into the new Agreement, are as follows; all others are deemed null and void:

1. Definitions of "Beverages" in CBA. Dated 11/11/87.
2. Outdoor Bedding Plant Sales/Holiday Pay. Dated 4/6/89.
3. Personal Cellphones. Dated 9/8/15.
4. Employee Buyout. Dated 11/9/05.
5. Nutrition Clerk Rate of Pay. Dated 12/09/13.
6. Tuition Reimbursement. Dated 9/1/15.
7. ACQ Bucket Hours. Dated 3/24/19.
8. **Favorable Settlement Terms.**
9. **Educational Leave of Absence. Dated 11/3/17.**

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

BY:   
\_\_\_\_\_  
Kim C. Cordova  
President

**KING SOOPERS, INC.**

BY:   
\_\_\_\_\_  
Sean Hammond  
Senior Labor Director

## LETTER OF UNDERSTANDING

**#1**

**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 AGREEMENT**

**#2**

### **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**

**#3**

### **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

**#4**

### **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 AGREEMENT**

**#5**

### **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 UNDERSTANDING  
#6  
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 AGREEMENT**

**#7**

### **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).

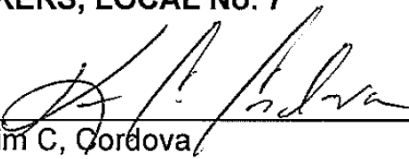
**The original document was signed by Leroy Westmoreland and Kim Cordova on 3/12/2020 and is on file at the King Soopers Labor Relations Department.**



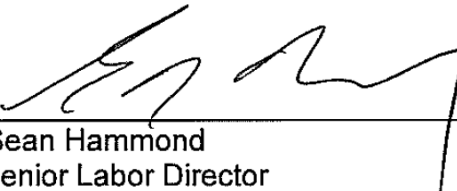
**LETTER OF AGREEMENT  
#8  
FAVORABLE SETTLEMENT TERMS**

Should the Union at any time after the date of this Agreement, but not later than December 31, 2022, enter into a renewal agreement, covering any Safeway or Albertsons stores within the geographic area covered by this Agreement based upon a settlement of new terms, excluding wages, negotiated after the date of this Agreement which are more advantageous to such grocery stores, the Employer party to this Agreement shall be privileged to adopt such settlement into its entirety, provided the Employer has sent written notice to the Union calling the matter to its attention. It is specifically understood that this provision shall not apply to any Safeway or Albertsons stores in a county in which there is no Kroger store with employees represented by Local 7.

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

BY:   
\_\_\_\_\_  
Kim C. Cordova  
President

**KING SOOPERS, INC.**

BY:   
\_\_\_\_\_  
Sean Hammond  
Senior Labor Director

**Letter of Agreement  
#9  
Educational Leave of Absence**

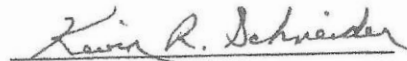
**This letter confirms the agreement reached by both parties, listed above, regarding the date for the commencement of Educational Leave of Absences for all associates represented by the Collective Bargaining agreement. Elements of this agreement are listed below.**

- 1. The Company will administrate the Educational Leave process as illustrated on pp. 2-3 below.**
- 2. The Company will provide the Union a list of those individuals who are granted the Educational Leave on a quarterly basis beginning 4th quarter of 2017.**
- 3. Either party may terminate this agreement upon (30) days advance written notice to the other party. Both parties agree to evaluate the sustainability of the Educational Leave benefit prior to August 1, 2018.**



Fred Woodward  
King Soopers Inc.

Date: 11-3-17



Kevin R. Schneider  
UFCW Local 7

Date: 11-3-17

## EDUCATIONAL LEAVE OF ABSENCE POLICY

**Purpose:** This Educational Leave of Absence is applicable to students attending high school, an accredited college or specialized training on a full-time basis (12 credits or more). This LOA is unpaid and may be granted for a period of up to 10 consecutive months with a reset of seniority date upon return from each leave period. Upon return, the approved associate will have the option to return to any position that is currently open for public hiring.

**Coverage and Administration:** This LOA only covers hourly store clerks and represented pharmacy technicians in the King Soopers/City Market division. To be eligible, associates must be active, in good standing, and employed with the Company for at least 60 days.

The administration of this LOA is at the sole discretion of the King Soopers/City Market division. Leaves should only be approved in situations where the associate intends to return to work after a leave of absence.

**Vacation:** Educational Leaves of Absence totaling 90 days or less in any year shall not affect vacation (if applicable). Leaves totaling more than 90 days, however, will have the following effect on vacation and vacation pay:

1. Leaves totaling more than 90 days, but not over 180 days, shall reduce vacation and vacation pay by one fourth.
2. Leaves totaling more than 180 days, but not over 270 days, shall reduce vacation and vacation pay by one half.
3. Leaves totaling more than 270 days shall disqualify employees for vacation and vacation pay.

**Breaks in Classes:** Associates may return to work over scheduled breaks in classes and will not be returned to active service during these periods. This period shall not be more than 2 consecutive weeks in duration.

Instructions to Request an Educational LOA:

- Contact the Human Resources Records ASP to notify the Company of your intent to take this LOA. Call (888) 343-6886 or email [hrsscloa620@kroger.com](mailto:hrsscloa620@kroger.com).
- Obtain the Request for Educational LOA form from the Human Resources ASP or from the Human Resources section of the King Soopers/City Market website.
- The completed Request for Educational LOA form along with the appropriate documentation must be signed by your Store Manager and received in the

**King Soopers/City Market division Human Resources Department within 10 days of your absence date.** The appropriate documentation accepted would include any one of the following:

- Acceptance letter from the institution that includes the start date
- A schedule that is generated by the institution
- A copy of the tuition statement
- A statement of enrollment from the institution

**Instructions to Return from an Educational LOA:**

- You must return to work within two (2) weeks from the date of the end of classes. Failure to return to work within two (2) weeks could result in termination.
- You must complete the Return from Educational Leave of Absence form (located on the Human Resources section of the King Soopers/City Market website), have it signed by your Store Manager, and submit it to the Human Resources Records ASP.
- You must attach appropriate documentation to this return form, which would include any one of the following:
  - A copy of a report card, transcript, or other documentation from the educational institution confirming enrollment for the entire period for which the leave was requested.
- Associates in need of an extension of leave who have not reached the maximum 10-month consecutive period on LOA, should refer to above instructions for requesting an Educational LOA.

**Instructions to Submit to King Soopers/City Market Division Human Resources**

**Email to: [hrsscloya620@kroger.com](mailto:hrsscloya620@kroger.com)**

**LETTER OF AGREEMENT**

**#10**

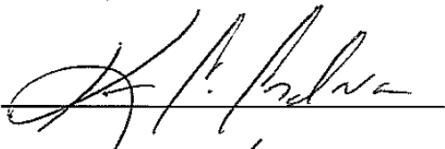
**LETTER OF AGREEMENT CONCERNING STEP-DOWN RIGHTS**

This Letter of Agreement is made by and between Dillon Companies, LLC d/b/a/ King Soopers and City Market and UFCW Local 7 this \_\_ day of August, 2023. This Letter of Agreement is effective for all King Soopers and City Market bargaining units in the State of Colorado.

In the event an employee is demoted or steps down (either from a non-bargaining unit management position to a bargaining unit position, or from a Head Clerk or above position to a lower position, or from a position below Head Clerk to a lower classification), the employee shall have options as set forth in the applicable collective bargaining agreement. If the applicable CBA provides that the employee has the right to “claim a position in accordance with the full-time or promotion request lists”, it is understood and agreed that the employee shall have the right to claim a position in accordance with the employee’s seniority from positions posted on the Employer’s web portal.

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

BY:

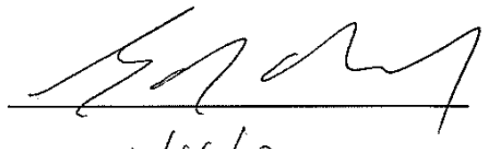


DATE:

12/4/23

**KING SOOPERS, INC.**

BY:



DATE:

12/4/23

## **WEINGARTEN RULES**

Under the Supreme Court's Weingarten decision, when an investigatory interview occurs, you should ask if it is for disciplinary action. If so, the following rules apply:

**Rule I:** The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

**Rule II:** After the employee makes the request, the Employer must choose from among three options. The Employer must either:

A. **Grant the request** and delay questioning until the union representative arrives and has a chance to consult privately with the employee, or

B. **Deny the request** and end the interview immediately, or

C. Give the employee a choice of:  
(1) having the interview without representation or  
(2) ending the interview.

**Rule III:** If the Employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The Employer may not discipline the employee for such a refusal.

## **INSURANCE AND PENSION**

**When you have questions regarding eligibility, benefits, or how to file a claim, please contact the fund office at the following address, where the staff will be pleased to assist you:**

### **MEDICAL/VISION CLAIMS**

**ZENITH AMERICAN SOLUTIONS  
PO BOX 447  
5511 W. 56<sup>th</sup> AVENUE, #250  
ARVADA, CO 80001-0447  
TELEPHONE: 303-430-9334  
TOLL FREE: 1-800-527-1647**

### **DENTAL**

**DELTA DENTAL OF COLORADO  
PO BOX 173803  
DENVER, CO 80217-3803  
TELEPHONE: 303-741-9300**

### **PENSION**

**ZENITH AMERICAN SOLUTIONS  
PO BOX 1327  
5511 W. 56<sup>th</sup> AVENUE, #250  
ARVADA, CO 80001-1327  
PHONE: 303-430-9476  
TOLL FREE: 1-800-390-3083**

**DO NOT GO SUSPENDED!!!**

REMEMBER, IF YOU LEAVE THE INDUSTRY FOR ANY REASON (termination, lay-off, leave of absence, etc.) apply for your withdrawal card. This must be done within 30 days from the last day worked. This protects your union status in the event you should ever return to the industry. Failure to get a withdrawal card will result in SUSPENSION from the Union and a reinstatement fee will be charged. If you leave the industry **IT IS YOUR OBLIGATION TO GET A WITHDRAWAL CARD!**

The withdrawal card will be issued at no cost, the only requirement being that your initiation fee be fully paid and your dues must be paid for the month in which you request the withdrawal card. The withdrawal card is good indefinitely and allows you to become a member of any local union affiliated with the United Food and Commercial Workers International Union without payment of any additional fee(s). Withdrawal card must be deposited with the union office within 30 days after returning to work or it becomes null and void and the reinstatement fee must be paid. All persons returning to work with a withdrawal card must fill out a new application and authorization.

**WITHDRAWAL CARD REQUEST FORM**

*It is your responsibility to request in writing*

If your employment terminates, or you are on a leave of absence for 30 days or more, you should request a Withdrawal Card to stop your dues. Failure to request the card will result in mandatory payment of reinstatement fees upon your return to work.

Name (Print) \_\_\_\_\_ Date \_\_\_\_\_  
Employee ID # \_\_\_\_\_ Home phone (\_\_\_\_\_) \_\_\_\_\_  
Employed by Company \_\_\_\_\_ Facility # \_\_\_\_\_  
Home Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Last Day Worked \_\_\_\_\_

Reason for Leaving (Please check one)

- Termed, pending grievance                       Termed, leaving company
- Going to non-union position
- Medical Leave [maternity, disability, worker comp] and expect to return
- LOA [personal, military] and expect to return to work
- Retiring from company

Return this Request for Withdrawal Card to UFCW Local 7.

Dues must be paid for month in which you request withdrawal card.

- Refund any advance dues
- Apply any advance dues upon my return to work

Please give this to your Union Representative or place in an envelope and mail to:

UNITED FOOD AND COMMERCIAL WORKERS  
LOCAL NO. 7  
7760 WEST 38TH AVENUE, SUITE 400  
WHEAT RIDGE CO 80033

If you have questions, please contact your Union Representative  
or Membership Records 303-425-0897, 1-800-854-7054