



Last, Best Offer – Part A

March 9, 2019

Today, King Soopers/City Market provided the UFCW Local 7 bargaining committee with a Last, Best Offer Part A. It is a very good offer, providing a very competitive total compensation package that maintains above market wages and great benefits.

We have informed the Union that the incentives we have included under Part A would be available if the Union ratifies this Offer by March 20, 2019 at 4:00 p.m.

Here is a summary of our Last, Best Offer Part A:

- First-time ratification bonus of \$250 for PT and \$500 for FT.
- Journeyman level associates, Department managers, Assistant Department Heads and Head Clerks will receive a \$.35 raise per year – that's at least a \$1.05 raise over the three-year contract.
- Associates below the journeyman level will receive pay increases as they advance to the next progression level for their classification. With this offer, we have increased progressions at a minimum to \$.25 per step. That means your pay would continue to increase over the three-year contract – you would get a raise each time you progress to the next step (typically every 1,040 hours).
- Current level of health care benefits will continue with no increases to your premiums. King Soopers/City Market would pay the increased costs for your health care coverage through the life of this contract.
- Increased company contributions to your pension to make it healthy and protected.
- Daily overtime rules would remain the same.
- We would improve sick pay and vacation for those in the two tiers, including:
 - New and enhanced sick pay benefits for those hired after March 6, 2005
 - Four weeks of paid vacation after 12 years of continuous service

We have made it clear to the union that this is our best offer - our "best foot forward." If it is not ratified, the company's offer will be Part B, which will no longer contain the economic incentives contained in Part A.

Look at our offer carefully – your store manager has a copy of our offer if you'd like to review.

We hope the union gives you the opportunity to vote on our offer. Too often, associates do not vote on their contract. They leave it to others to decide. Your voice matters. Weigh all information and make the best choice for you and your family when the union calls on you to make important votes.

March 8, 2019

King Soopers/City Market Last Best Comprehensive Offer

To

UFCW Local 7

Retail Clerk/Meat Agreements Expiring in 2019

This document represents a Comprehensive Last Best Offer for settlement Part A, in a modification of terms regarding all outstanding issues in the negotiations for a successor agreement to the Kings Soopers/City Market and the United Food and Commercial Workers Local 7 (Union). This offer is meant to address all proposals and contract modifications discussed, exchanged or implied and includes all tentative agreements reached by the parties to date. Any omission or failure to address a proposal of the Union by King Soopers/City Market should be construed as a rejection of such union proposal. This offer includes, and is in addition to, any and all signed or otherwise acknowledged tentative agreements executed during the course of these negotiations.

This further-enhanced Offer must be accepted by the Union in writing or ratified on a first vote on or before March 20, 2019 at 4:00 p.m. Any concerted actions, business disruptions, or strike initiated, sponsored, or condoned by the Union will be considered a rejection of this Offer.

Wages: Replace the existing minimum wage letter with the wages indicated below:

2019 (effective 1 st Sunday following 30 days after ratification)	1/12/2020	1/10/2021
Top rate = .35c	Top rate = .35c	Top rate = .35c

*Rates effective 30 days after ratification

Current:		
Group	Level	Rate
Courtesy Clerk King Soopers and City Market	500	\$11.30

Proposed Scale:		
*2019	1/1/2020	1/10/2021
\$11.30	\$12.00	**\$12.00

**or as determined by minimum wage increase

Current:			
Classification Includes: GG, Fuel, Drug/GM, Floral, PickUp, etc.			
Group	Level	Progression	Hourly Rate
KS Customer Service Clerk	1	520	\$11.30
KS Customer Service Clerk	2	1040	\$11.40
KS Customer Service Clerk	3	1040	\$11.50
KS Customer Service Clerk	4	1040	\$11.60
KS Customer Service Clerk	5	1040	\$11.70
KS Customer Service Clerk	6	1040	\$12.28
KS Customer Service Clerk	7	1040	\$13.80
KS Customer Service Clerk	8	1040	\$14.20
KS Customer Service Clerk	Thereafter		\$15.48

Proposed Scale:		
*2019	1/12/2020	1/10/2021
\$11.30	\$12.25	\$12.25
\$11.55	\$12.50	\$12.50
\$11.80	\$12.75	\$12.75
\$12.05	\$13.00	\$13.00
\$12.55	\$13.50	\$13.50
\$13.05	\$14.00	\$14.00
\$13.80	\$14.50	\$14.50
\$14.20	\$15.00	\$15.00
\$15.83	\$16.18	\$16.53

Current:			
Classification Includes: Cashier, Produce, Grocery, Nutrition - Clerks			
Group	Level	Progression	Hourly Rate
APC KS	1	1040	\$11.30
APC KS	2	1040	\$11.40
APC KS	3	1040	\$11.80
APC KS	4	1040	\$12.55
APC KS	5	1040	\$14.00
APC KS	6	1040	\$14.80
APC KS	7	1040	\$15.80
APC KS	8	520	\$16.80
APC KS	Thereafter		\$18.41

Proposed Scale:		
*2019	1/12/2020	1/10/2021
\$11.30	\$12.25	\$12.25
\$11.55	\$12.50	\$12.50
\$11.80	\$12.75	\$12.75
\$12.55	\$13.00	\$13.00
\$14.00	\$14.00	\$14.00
\$14.80	\$14.80	\$14.80
\$15.80	\$15.80	\$15.80
\$16.80	\$16.80	\$16.80
\$18.76	\$19.11	\$19.46

Current:			
Classification Includes: Bakery, Liquor - Clerks			
Group	Level	Progression	Hourly Rate
KS Bakery-Liquor Clerk	1	520	\$11.30
KS Bakery-Liquor Clerk	2	1040	\$11.40
KS Bakery-Liquor Clerk	3	1040	\$11.50
KS Bakery-Liquor Clerk	4	1040	\$12.00
KS Bakery-Liquor Clerk	5	1040	\$12.50
KS Bakery-Liquor Clerk	6	1040	\$14.00
KS Bakery-Liquor Clerk	7	1040	\$15.50
KS Bakery-Liquor Clerk	8	1040	\$16.00
KS Bakery-Liquor Clerk	Thereafter		\$16.99

Proposed Scale:		
*2019	1/12/2020	1/10/2021
\$11.30	\$12.25	\$12.25
\$11.55	\$12.50	\$12.50
\$11.80	\$12.75	\$12.75
\$12.05	\$13.00	\$13.00
\$12.55	\$13.50	\$13.50
\$14.00	\$14.00	\$14.00
\$15.50	\$15.50	\$15.50
\$16.00	\$16.00	\$16.00
\$17.34	\$17.69	\$18.04

Current:			
Classification Includes: Deli Clerks, Coffee, Cheese			
Group	Level	Progression	Hourly Rate
KS Deli Clerk	1	520	\$11.30
KS Deli Clerk	2	1040	\$11.40
KS Deli Clerk	3	1040	\$11.50
KS Deli Clerk	4	1040	\$12.00
KS Deli Clerk	5	1040	\$12.50
KS Deli Clerk	6	1040	\$14.00
KS Deli Clerk	7	1040	\$15.50
KS Deli Clerk	8	1040	\$16.00
KS Deli Clerk	Thereafter		\$16.99

Proposed Scale:		
*2019	1/12/2020	1/10/2021
\$11.30	\$12.25	\$12.25
\$11.55	\$12.50	\$12.50
\$11.80	\$12.75	\$12.75
\$12.05	\$13.00	\$13.00
\$12.55	\$13.50	\$13.50
\$14.00	\$14.00	\$14.00
\$15.50	\$15.50	\$15.50
\$16.00	\$16.00	\$16.00
\$17.34	\$17.69	\$18.04

Current:			
Classification Includes: Meat Wrappers, Butcher Block, Seafood Clerks			
Group	Level	Progression	Hourly Rate
KS Meat-Seafood Clerk	1	1040	\$11.30
KS Meat-Seafood Clerk	2	1040	\$11.40
KS Meat-Seafood Clerk	3	1040	\$11.50
KS Meat-Seafood Clerk	4	1040	\$12.00
KS Meat-Seafood Clerk	5	1040	\$12.50
KS Meat-Seafood Clerk	6	1040	\$14.00
KS Meat-Seafood Clerk	7	1040	\$15.50
KS Meat-Seafood Clerk	8	520	\$16.00
KS Meat-Seafood Clerk	Thereafter		\$17.29

Proposed Scale:		
*2019	1/12/2020	1/10/2021
\$11.30	\$12.25	\$12.25
\$11.55	\$12.50	\$12.50
\$11.80	\$12.75	\$12.75
\$12.05	\$13.00	\$13.00
\$12.55	\$13.50	\$13.50
\$14.00	\$14.00	\$14.00
\$15.50	\$15.50	\$15.50
\$16.00	\$16.00	\$16.00
\$17.64	\$17.99	\$18.34

Current:			
Classification Includes: Meat Cutters			
Group	Level	Progression	Hourly Rate
KS Meat Cutters	1	1040	\$11.30
KS Meat Cutters	2	1040	\$11.40
KS Meat Cutters	3	1040	\$11.50
KS Meat Cutters	4	1040	\$12.36
KS Meat Cutters	5	1040	\$13.23
KS Meat Cutters	6	1040	\$14.12
KS Meat Cutters	7	1040	\$15.01
KS Meat Cutters	8	520	\$15.89
KS Meat Cutters	Thereafter		\$20.40

Proposed Scale:		
*2019	1/12/2020	1/10/2021
\$11.30	\$12.25	\$12.25
\$11.55	\$12.50	\$12.50
\$11.80	\$12.75	\$12.75
\$12.36	\$13.00	\$13.00
\$13.23	\$13.50	\$13.50
\$14.12	\$14.12	\$14.12
\$15.01	\$15.50	\$15.50
\$15.89	\$16.00	\$16.00
\$20.75	\$21.10	\$21.45

Current:			
Classification Includes: Techs			
Group	Level	Progression	Hourly Rate
RX Tech	1	1040	\$11.30
RX Tech	2	1040	\$11.40
RX Tech	3	1040	\$11.70
RX Tech	4	1040	\$12.55
RX Tech	5	1040	\$13.25
RX Tech	Thereafter		\$14.43

Proposed Scale:		
*2019	1/12/2020	1/10/2021
\$11.30	\$12.25	\$12.25
\$11.55	\$12.50	\$12.50
\$11.80	\$12.75	\$12.75
\$12.55	\$13.25	\$13.25
\$13.25	\$13.75	\$13.75
\$14.78	\$15.13	\$15.48

Current:			
Classification Includes: Cert. Tech			
Group	Level	Progression	Hourly Rate
Cert RX Tech	1	1040	\$12.55
Cert RX Tech	2	1040	\$13.25
Cert RX Tech	3	1040	\$14.43
Cert RX Tech	4	520	\$14.80
Cert RX Tech	Thereafter		\$18.41

Proposed Scale:		
*2019	1/12/2020	1/10/2021
\$12.55	\$12.55	\$12.55
\$13.25	\$13.25	\$13.25
\$14.43	\$14.43	\$14.43
\$14.80	\$14.80	\$14.80
\$18.76	\$19.11	\$19.46

Current:	
King Soopers Hourly Management Rates	
Group	Hourly Rate
Head Clerk (Floral DH, Asst. DH, Floor Supervisor, Pickup Leads etc.)	\$19.41
DELI/STORE CHEF	\$17.54
FRONT END/DEPARTMENT HEAD	\$20.41
GENERAL MDSE/DEPARTMENT HEAD	\$20.41
GROCERY/DEPT MGR	\$20.41
HOME HARDLINES/DEPT HEAD	\$20.41
PRODUCE/DEPARTMENT HEAD	\$20.41
BAKERY/DEPARTMENT HEAD	\$20.41
DELI/DEPARTMENT HEAD	\$20.73
DELI/DEPARTMENT HEAD (Grandfathered)	\$21.34
MEAT/HEAD CLERK-ASST	\$20.73
SEAFOOD/DEPARTMENT HEAD	\$20.73
MEAT/MARKET MANAGER	\$21.78

Proposed Scale:		
*2019	1/12/2020	1/10/2021
\$19.76	\$20.11	\$20.46
\$17.89	\$18.24	\$18.59
\$20.76	\$21.11	\$21.46
\$20.76	\$21.11	\$21.46
\$20.76	\$21.11	\$21.46
\$20.76	\$21.11	\$21.46
\$20.76	\$21.11	\$21.46
\$20.76	\$21.11	\$21.46
\$21.08	\$21.43	\$21.78
\$21.69	\$22.04	\$22.39
\$21.08	\$21.43	\$21.78
\$21.08	\$21.43	\$21.78
\$22.13	\$22.48	\$22.83

Current:			
Classification Includes: GG, Fuel, Drug/GM, Floral, Pickup, etc.			
Group	Level	Progression	Hourly Rate
City Mkt Customer Service Clerk	1	520	\$11.30
City Mkt Customer Service Clerk	2	1040	\$11.40
City Mkt Customer Service Clerk	3	1040	\$11.50
City Mkt Customer Service Clerk	4	1040	\$11.60
City Mkt Customer Service Clerk	5	1040	\$11.70
City Mkt Customer Service Clerk	6	1040	\$11.80
City Mkt Customer Service Clerk	7	1040	\$11.90
City Mkt Customer Service Clerk	8	1040	\$12.00
City Mkt Customer Service Clerk	Thereafter		\$14.22

Proposed Scale:		
*2019	1/12/2020	1/10/2021
\$11.30	\$12.25	\$12.25
\$11.55	\$12.50	\$12.50
\$11.80	\$12.75	\$12.75
\$12.05	\$13.00	\$13.00
\$12.55	\$13.25	\$13.25
\$13.05	\$13.50	\$13.75
\$13.55	\$14.00	\$14.25
\$14.05	\$14.50	\$14.75
\$14.57	\$14.92	\$15.27

Current:			
Classification Includes: Cashier, Produce, Grocery, Nutrition - Clerks			
Group	Level	Progression	Hourly Rate
APC City Mkt	1	1040	\$11.30
APC City Mkt	2	1040	\$11.40
APC City Mkt	3	1040	\$11.50
APC City Mkt	4	1040	\$11.60
APC City Mkt	5	1040	\$11.70
APC City Mkt	6	1040	\$12.24
APC City Mkt	7	1040	\$12.89
APC City Mkt	8	520	\$13.55
APC City Mkt	Thereafter		\$16.96

Proposed Scale:		
*2019	1/12/2020	1/10/2021
\$11.30	\$12.25	\$12.25
\$11.55	\$12.50	\$12.50
\$11.80	\$12.75	\$12.75
\$12.05	\$13.00	\$13.00
\$12.55	\$13.50	\$13.50
\$13.05	\$14.00	\$14.00
\$13.55	\$14.50	\$14.50
\$14.05	\$15.00	\$15.00
\$17.31	\$17.66	\$18.01

Current:			
Classification Includes: Bakery, Liquor - Clerks			
Group	Level	Progression	Hourly Rate
City Mkt Bakery-Liquor Clerk	1	520	\$11.30
City Mkt Bakery-Liquor Clerk	2	1040	\$11.40
City Mkt Bakery-Liquor Clerk	3	1040	\$11.50
City Mkt Bakery-Liquor Clerk	4	1040	\$12.00
City Mkt Bakery-Liquor Clerk	5	1040	\$12.50
City Mkt Bakery-Liquor Clerk	6	1040	\$14.00
City Mkt Bakery-Liquor Clerk	7	1040	\$15.50
City Mkt Bakery-Liquor Clerk	8	1040	\$16.00
City Mkt Bakery-Liquor Clerk	Thereafter		\$16.69

Proposed Scale:		
*2019	1/12/2020	1/10/2021
\$11.30	\$12.25	\$12.25
\$11.55	\$12.50	\$12.50
\$11.80	\$12.75	\$12.75
\$12.05	\$13.00	\$13.00
\$12.55	\$13.50	\$13.50
\$14.00	\$14.00	\$14.00
\$15.50	\$15.50	\$15.50
\$16.00	\$16.00	\$16.00
\$17.04	\$17.39	\$17.74

Current:			
Classification Includes: Deli Clerks, Coffee, Cheese			
Group	Level	Progression	Hourly Rate
City Mkt Deli Clerk	1	520	\$11.30
City Mkt Deli Clerk	2	1040	\$11.40
City Mkt Deli Clerk	3	1040	\$11.50
City Mkt Deli Clerk	4	1040	\$12.00
City Mkt Deli Clerk	5	1040	\$12.50
City Mkt Deli Clerk	6	1040	\$14.00
City Mkt Deli Clerk	7	1040	\$15.50
City Mkt Deli Clerk	8	1040	\$16.00
City Mkt Deli Clerk	Thereafter		\$16.69

Proposed Scale:		
*2019	1/12/2020	1/10/2021
\$11.30	\$12.25	\$12.25
\$11.55	\$12.50	\$12.50
\$11.80	\$12.75	\$12.75
\$12.05	\$13.00	\$13.00
\$12.55	\$13.50	\$13.50
\$14.00	\$14.00	\$14.00
\$15.50	\$15.50	\$15.50
\$16.00	\$16.00	\$16.00
\$17.04	\$17.39	\$17.74

Current:			
Classification Includes: Meat Wrappers, Butcher Block, Seafood Clerks			
Group	Level	Progression	Hourly Rate
City Mkt Meat Wrapper	1	1040	\$11.30
City Mkt Meat Wrapper	2	1040	\$11.40
City Mkt Meat Wrapper	3	1040	\$11.50
City Mkt Meat Wrapper	4	1040	\$11.60
City Mkt Meat Wrapper	5	1040	\$11.70
City Mkt Meat Wrapper	6	1040	\$11.80
City Mkt Meat Wrapper	7	1040	\$11.90
City Mkt Meat Wrapper	8	520	\$12.00
City Mkt Meat Wrapper	Thereafter		\$15.60

Proposed Scale:		
*2019	1/12/2020	1/10/2021
\$11.30	\$12.25	\$12.25
\$11.55	\$12.50	\$12.50
\$11.80	\$12.75	\$12.75
\$12.05	\$13.00	\$13.00
\$12.55	\$13.50	\$13.50
\$13.05	\$14.00	\$14.00
\$13.55	\$14.50	\$14.50
\$14.05	\$15.00	\$15.00
\$15.95	\$16.30	\$16.65

Current:			
Classification Includes: Meat Cutters			
Group	Level	Progression	Hourly Rate
City Mkt Meat Cutters	1	1040	\$11.30
City Mkt Meat Cutters	2	1040	\$11.40
City Mkt Meat Cutters	3	1040	\$11.50
City Mkt Meat Cutters	4	1040	\$12.15
City Mkt Meat Cutters	5	1040	\$12.96
City Mkt Meat Cutters	6	1040	\$13.77
City Mkt Meat Cutters	7	1040	\$14.58
City Mkt Meat Cutters	8	520	\$15.39
City Mkt Meat Cutters	Thereafter		\$18.61

Proposed Scale:			
*2019	1/12/2020	1/10/2021	
\$11.30	\$12.25	\$12.25	
\$11.55	\$12.50	\$12.50	
\$11.80	\$12.75	\$12.75	
\$12.15	\$13.00	\$13.00	
\$12.96	\$13.50	\$13.50	
\$13.77	\$14.00	\$14.00	
\$14.58	\$14.58	\$14.58	
\$15.39	\$15.39	\$15.39	
\$18.96	\$19.31	\$19.66	

Current:	
City Market Hourly Management Rates	
Group	Hourly Rate
APC Head Clerk (CAO, File Maintenance, Pickup Leads etc.)	\$17.71
DELI/STORE CHEF	\$17.99
DELI/HEAD CLERK-ASST	\$17.99
DELI/CHEESE SHOP LEAD/STEWARD	\$18.04
DELI/COFFEE SHOP LEAD	\$17.54
FLORAL/LEAD CLERK	\$14.70
CUSTOMER SVC/LEAD	\$14.90
FLORAL/DEPT MGR	\$15.27
FRONT END/AP CRM	\$18.01
GENERAL MDSE/DEPT HEAD ASST	\$15.27
MEAT/HEAD CLERK-ASST	\$17.94
SEAFOOD/DEPARTMENT HEAD	\$17.94

Proposed Scale:			
*2019	1/12/2020	1/10/2021	
\$18.06	\$18.41	\$18.76	
\$18.34	\$18.69	\$19.04	
\$18.34	\$18.69	\$19.04	
\$18.39	\$18.74	\$19.09	
\$17.89	\$18.24	\$18.59	
\$15.05	\$15.40	\$15.75	
\$15.25	\$15.60	\$15.95	
\$15.62	\$15.97	\$16.32	
\$18.36	\$18.71	\$19.06	
\$15.62	\$15.97	\$16.32	
\$18.29	\$18.64	\$18.99	
\$18.29	\$18.64	\$18.99	

Health & Welfare: “Up to” increase January 1, 2021 (January hours payable in February)

CURRENT	2019	January 1 st 2020	January 1 st 2021
\$807.14	\$857.18	\$910.33	\$966.77
\$694.33	\$737.38	\$783.10	\$831.65
\$645.70	\$685.73	\$728.25	\$773.40
\$555.47	\$589.91	\$626.48	\$665.32
\$349.93	\$371.10	\$394.67	\$419.14

Pension: Increases effective as noted below:

	February 2020 (based on January 2020 hours)	February 2021 (based on January 2021 hours)
Contribution Increase	.25c	.10c

The Company will agree to the following:

1. Article 35: Sick Leave:

Modify Section 94 to provide the following four improvements to the Sick Pay provision for employees hired after March 6, 2005:

- a. Employees can accumulate sick pay hours after 1 year instead of 2 years.
- b. The Company will increase each employee’s sick bank from 120 hours to 240 hours.
- c. Sick pay starts with 2nd full day of absence, if the employee has accumulated 120 hours.
- d. First day of sick pay is paid if the employee has 240 hours in his or her sick bank.

Section 94. Employees hired on or after March 6, 2005. Full-Time employees covered by this Agreement hired after March 6, 2005 who, in their first anniversary year, worked two thousand (2,000) hours or more and who have been continuously employed by their employer for a period of one (1) year, shall be credited with twenty-four (24) hours of sick leave pay. Employees (excluding part-time courtesy clerks) who in

their first anniversary year work one thousand two hundred and forty-eight (1,248) hours or more (but less than two thousand [2,000] hours) and who have been continuously employed by their employer for a period of one (1) year, shall be credited with hours of sick leave with pay on the basis of the total hours worked (including vacation hours) in their anniversary year divided by two thousand eighty (2,080) hours times twenty-four (24) hours. It is understood that employees shall not be credited with more than twenty-four (24) hours of sick leave credit per anniversary year.

For Employees hired after March 6, 2005, unused sick leave shall be cumulative, and after the first (1st) year of continuous employment, full-time employees shall accumulate unused sick leave at the rate of two (2) hours for each month of continuous employment in which they work one hundred sixty (160) hours in a four (4) week month and two hundred (200) hours in a five (5) week month. Employees who work at least ninety-six (96) hours (but less than one hundred sixty (160) hours) in a four (4) week month and one hundred twenty (120) hours (but less than two hundred (200) hours) in a five (5) week month shall accumulate unused sick leave for each month of continuous employment on the basis of total hours worked during the preceding month divided by one hundred sixty (160) hours in a four (4) week month and two hundred (200) hours in a five (5) week month times two (2). Said monthly credit shall not exceed two (2) hours for each month. Unused sick leave shall not exceed a maximum accumulation of two hundred and forty (240) hours.

A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave is to commence on the third (3rd) full workday's absence for sickness or non-occupational injury, on the second (2nd) workday's absence if the employee has accumulated in excess of one hundred and twenty (120) hours, and on the first day if the employee is hospitalized, undergoes outpatient surgery, or has accumulated two hundred and forty (240) hours. The waiting period provided herein shall apply for each illness or non-occupational injury.

Sick leave shall be paid after the appropriate waiting period and will be based on the number of scheduled hours missed due to the sickness or non-occupational injury. For consecutive absences which exceed one (1) week, the maximum hours paid will be the same as the hours

scheduled in the week in which the illness or non-occupational injury occurred. Sick leave pay must be requested by the employee and will be paid, if eligible as provided above, at the employee's regular classification rate, calculated at straight time, not to exceed eight (8) hours per day until accumulated sick leave is used up or employee returns to work.

Sick leave benefits are not convertible to cash.

2. Article 17 Section 46: Vacations

Modify the current language as follows:

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.**

3. Ratification Bonus:

A ratification bonus of \$250 to part-time and \$500 to full-time employees, active on the payroll on the date of ratification, will be paid within 30 days following ratification.

The Union will agree to the following:

1. Modify the LOA as follows:

LETTER OF AGREEMENT

#9

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

between

KING SOOPERS, INC.

and

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 7

Re: Assistant Deli Manager/Deli Manager/Deli Chef

The Parties named above agree to the following:

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

2.

In accordance with Article 7, Section 25, NEW CLASSIFICATIONS, the parties have met and agreed as follows:

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

2. Article 18. Minimum Weekly Schedule

Add the following sentence:

“Any employee may indicate his or her desire to be regularly scheduled fewer than twenty (20) hours in a workweek, and management will have discretion to schedule the employee accordingly.”

3. Internal Work Experience Credit (aka: Bucket hours)

New Section: 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).

- This language goes into effect 30 days following ratification and will not be retroactively applied.

4. Article 57. Term of Agreement:

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

within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 145. This Agreement shall be in full force and effect beginning at 12:01 a.m. on **January 13, 2019** and shall remain in full force and effect until midnight on **January 22, 2022 and** shall be automatically renewed from year to year thereafter, unless either party desires change or termination at the expiration of said Agreement. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date, specifying the changes desired. Changes in the Agreement shall be limited to those outlined in writing by either party and the negotiations shall begin within fifteen (15) days after receipt of such notice.

IN WITNESS WHEREOF, the Parties above named have signed their names and/or affixed the signature of their authorized representative this _____ th day of **March 2019.**

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

KING SOOPERS, INC.

BY: _____
Kim C. Cordova
President, UFCW Local 7

BY: _____
Leroy Westmoreland
Senior Director of Labor Relations

DATE: _____

DATE: _____

