

January 5, 2022

**King Soopers/City Market Updated Comprehensive Best Offer For Settlement
To
UFCW Local 7
Meat Clerk Agreements Expiring in 2022**

King Soopers/City Market makes the following Updated Comprehensive Best Offer For Settlement for new collective bargaining agreements to UFCW Local 7 for Denver, Colorado Springs, Grand Junction/Fruita/Clifton (Deli Only), Broomfield (excluding #089 deli department), Pueblo, Boulder, Ft. Collins, Greeley, Loveland (excluding #074 deli department), Longmont and Parker bargaining units. Such proposed new Agreements shall contain the provisions of the terminating collective bargaining agreement of such bargaining unit as modified below. King Soopers/City Market reserves the right to add to, delete from, amend, correct, modify, or withdraw any of the proposals contained herein for all bargaining units or for one or more specific bargaining units, at any time throughout the course of these negotiations. The withdrawal of any proposal in these negotiations shall not be used as evidence against the proponent in any arbitration or other proceeding.

King Soopers makes the following proposals to modify the Denver Clerk Agreement listed above with United Food and Commercial Workers Union Local 7. This proposal and all future proposals (unless expressly stated in writing) is conditioned on a full recommendation from the union and the union's bargaining committee. The proposed changes to the prior Agreements are contained in this modified comprehensive offer.

This Updated Comprehensive Best Offer For Settlement proposal is made to reach final agreement on terms and conditions of employment to avert any labor disruption. We reserve the right to modify this offer if there is any labor disruption or any unprotected conduct under the law.

1. Wages Highlights: (See Appendix A for details)

- a. Starting rate increase to \$16.00 for all meat units (excluding deli departments in 74 and 89)
- b. Apply APC wage progressions to all classifications. Apply APC wage progressions to all classifications (except meat cutters). All employees at the top rate in their current classification will move to the top rate of APC
- c. Top rate increases of \$1.00 for 2022, \$0.80 for 2023 & 2024
- d. Wage increases up to \$4.50 depending on progression and classification (Employee making \$13.10 as Meat Wrapper/Butcher Block/Seafood Clerk will receive a \$4.50 increase to move to the new progression in wage scales for Denver, Boulder, Broomfield (excluding 89 Deli), Parker, Longmont, Loveland (excluding 74 Deli), Colorado Springs, Pueblo, Greeley, and Fort Collins)
- e. Effective and no later than the second Sunday following ratification, all employees with less than ten years of service shall receive a \$2,000 ratification bonus and all employees with ten or more years of service shall receive a \$4,000 ratification bonus contingent upon ratification of the contract on the first vote no later than 1/16/22
- f. Increase night premium to two dollars (\$2.00)
- g. Increase Department Leader wages by \$1.95
- h. Additional \$1 for Department Leaders in stores doing over a million in sales (excluding Fuel and RX)

2. Full Time Positions:

Bargaining Note: King Soopers pledges to assign 500 part time employees to full-time (retail and meat) as soon as possible over the next three months. In addition, the Employer proposes to increase the number of full-time employees in its stores by using a look back process as set forth below.

Within ninety (90) days of ratification, the Company will agree to review by store, in the trailing 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 within the same classification and store) 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.

3. Article 1. Recognition and Exclusions - Section 1

In Paragraph 1, delete the last sentence.

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Denver, Colorado (as such area as is shown on the map attached hereto and by this reference made a part hereof) but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees. ~~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.~~

4. Article 4. Check-Off

Delete the Article in its entirety upon expiration of the contracts.

5. Article 5. New Employees, Transferred Employees, Promoted Employees (TA 12/2/21)

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. 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.

6. Article 7. Definitions of Classifications

Add the following: Work Between Clerk and Meat Bargaining Units

It is understood that Starbucks Clerks, Deli Clerks, Seafood Clerks, Cheese Clerks, Butcher Block Clerks, or Meat Wrappers employed in the Meat Bargaining Unit may perform work in

the All-Purpose Clerk, GG Clerks and Bakery Clerks classifications covered by this Agreement to cover breaks, lunches and for customer service needs. Similarly, All-Purpose Clerks, GGs and Bakery clerks employed in the Clerks Bargaining Unit covered under this agreement may perform work in the Starbucks Clerks, Deli Clerks, Seafood Clerks, Cheese Clerks, Butcher Block Clerks, or Meat Wrappers classifications in the Meat Bargaining Unit to cover breaks, lunches and for customer service needs.

7. Article 10. No Reduction in Pay, Section 31

Delete and replace with the following:

~~**Section 33.** No employee shall have his hourly wage reduced who may now be receiving more than the minimum wage called for in this Agreement, nor shall his hours be lengthened unless he is properly compensated therefore in accord with the terms of this Agreement, and employees shall not be reclassified to defeat the purpose of this Agreement unless otherwise agreed between the parties. No employee shall be asked to make any verbal or written agreement that shall conflict with this Agreement in any way.~~

Contract Minimums: 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 the same to the minimum herein prescribed without the consent of the Union or review by an arbitrator.

8. Article 15. Night Premium

~~**Section 39.** A premium of one dollar (\$1.00) two dollars (\$2.00) per hour shall be paid for all work performed between the hours of 12:00 midnight and 6:00 a.m. to all employees. 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.~~

Night premiums shall not apply where an employee is working at overtime or on a holiday.

9. Article 17. Vacations

Section 48.

Add new language after paragraph 3

~~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 eligibility, etc.).~~

Section 49.

Modify the last paragraph of the Section and remove: for reasons other than dishonesty or drunkenness or being under the influence of illegal narcotics

If one of the holidays listed elsewhere herein falls during an employee's vacation, the employee shall receive an extra day of vacation pay because of it. In the event a regular full-time employee covered by this Agreement, who has been employed for two (2) years or longer, voluntarily quits or is discharged ~~for reasons other than dishonesty or drunkenness or being under the influence of illegal narcotics~~, such employee shall be paid pro rata vacation pay earned up to the time the employment relationship is severed.

Section 50. The Employer shall pay the employee the vacation pay accrued during the employee's anniversary year prior to the taking of the vacation (if requested in writing at least two (2) weeks in advance of vacation).

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.

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.

10. Article 20. Minimum Weekly Schedule

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

The following sentence shall be added to Article 18: "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." This provision is not intended to circumvent any scheduling provisions of the Collective Bargaining Agreement.

11. Article 25. Relief Periods (TA 12/16/21)

Section 61. ~~The Employer will give employees a break period of fifteen (15) minutes in their shift before the meal period and in their shift after the meal period.~~

Modify: The Employer will give employees a relief period of fifteen (15) uninterrupted minutes for each four (4) hour period worked, as near as practical to the middle of the four (4) hours.

Notwithstanding the above, any employee whose work shift is ~~seven (7)~~ more than six (6) hours ~~or more~~, shall receive at least two (2) rest periods.

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

12. Article 27. Section 68. Promotions

- ~~Section 68. Promotions. The Employer agrees to make promotions to non-management jobs to the most senior qualified employee. The employee shall make such desire known to the Employer in writing and shall state the stores to which the employee would be willing to be promoted. Seniority shall prevail throughout the entire number of stores of the Employer in the area covered by this Agreement.~~
- ~~Nothing herein shall be construed to prohibit the Employer from hiring into a Journeyman or top rate position should the Employer deem it necessary.~~
- ~~1. A promotion is an assignment to a classification which has a higher top rate than the classification being vacated.~~
- ~~2. If the promotion list is exhausted for the opening in question, the Employer will post a notice of the opening within the store where the opening exists for seventy-two (72) hours and will offer the promotion to the senior qualified employee of the store in the bargaining unit who signs the notice, before hiring off the street.~~

Modify to reflect the following:

The Employer agrees to make promotions to non-management classifications to the most senior qualified employee within each store.

13. Article 34. New Store Opening

Delete the entire section.

~~Section 86. 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 (60) percent of the initial staffing of the new store shall be made by employees covered by this bargaining agreement, if available.~~

14. Article 35. Leave of Absence:

Modify the existing language to provide:

Section 87. Sickness, Injury, or Pregnancy. Leaves of absence shall be granted for up to ~~eighteen (18)~~ 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. ~~However, in the event such an employee is unable to return to work at the end of eighteen (18) months of leave, he shall be entitled to an additional leave of six (6) months if he submits satisfactory medical evidence that he will be able to return to duties within his classification within the said additional period.~~

Letter of Understanding - New

Employees that have left the company after exceeding 12 months on a leave of absence may be reinstated if they submit satisfactory medical evidence that they will be able to return to duties within their classification if they return within 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 company
- No vacation time will be credited upon reinstatement
- There will be no retroactive pension payments
- Health care coverage will be reinstated with the same level of coverage as the employee had when they left the company on the first of the month following the former employee's return.

15. Article 38. Sick Leave

Delete and Incorporate the following language into Article 38.

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. King Soopers 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 two hundred and forty (240) hours of paid sick leave.**
 - 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 (3rd) full workday absence for employee's sickness or non-occupational injury;**
- ii. on the second (2nd) 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 (1st) workday's absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of one hundred ninety-two (192) hours.**

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, King Soopers 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 King Soopers' operations.
7. King Soopers 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. King Soopers 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. King Soopers 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, King Soopers 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, King Soopers 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), King Soopers will allow employees to use accrued paid sick leave if a public official order the closure of the King Soopers 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, King Soopers 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. King Soopers 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 child care 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 King Soopers 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. King Soopers will not pay out accrued but unused paid sick leave upon an employee's separation from the company. However, if an employee separates from King Soopers and is rehired within six (6) months after the separation, King Soopers 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. King Soopers 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, King Soopers 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.

18. Article 40. Health Benefits Plan

Section 101. Trust Fund - Employer Contributions and Benefit Levels

The Employer agrees to contribute the following amounts per month for each eligible employee.

“Up to” rates through **January 1, 2024.**

	Current 2021	2022 – Hours worked in first month following ratification	January hours payable in February 1/1/2023	January hours payable in February 1/1/2024
Plan A Hired Before 3/5/2005	\$ 988.78	\$1,024.38	\$1,061.25	\$1,099.46
Plan A Hired After 3/5/2005	\$ 850.59	\$881.21	\$912.93	\$945.80
Plan B Hired Before 3/5/2005	\$ 791.01	\$819.49	\$848.99	\$879.55
Plan B Hired After 3/5/2005	\$ 680.47	\$704.97	\$730.35	\$756.64
Plan C Hired After 3/5/2005	\$ 428.68	\$444.11	\$460.10	\$476.66

The “up to” rates through **2024** will be determined as follows:

1. Using the latest financial data available each **September (or most recently available data in preparation for the December fund meeting)**, co-consultants will develop a forecast through 2024.
2. In preparing the forecast, the below trend rates will be used.
3. If the forecast projects an ending balance at 12/31 that is below the minimum reserve level as outlined in the approved Long Term Funding Policy (average of 1.0 months of expense for the 12 months ending 12/31, plus IBNR at 12/31), then the employer contributions will be increased in accordance with the table above, so that the ending reserve will be equal to the minimum reserve.
4. In no event will the increase in the employer contribution rate exceed **3.6%**. In no event will the new employer contribution rate be less than the current 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.

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.

19. Article 39. Pension Fund

Section 99. Replace the last three paragraphs of Section 99 with the following language:

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

20. Article 44. No Discrimination (TA 12/2/21)

Modify the 5th paragraph to reflect:

Section 111. No employee shall be discharged or threatened for refusing to cross or work behind any primary picket line established by any labor organization at the Employer's premises, nor shall the Union be deemed to be in violation of this Agreement if its members choose to honor any such picket line.

The Employer and the Union agree that each will fully comply with 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.

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.

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

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

21. Article 51. Master Safety Committee

Section 139 (TA 12/2). 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 ~~4341~~ Section ~~110109~~ of the retail labor agreement (Article ~~47-45~~ Section ~~134141~~ 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.

New Section: Employer Workplace and Emergency Procedures

1. If a federal, state, or local government declares a state of emergency, this emergency provision shall apply.

a. 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.

b. Employee Leave. If an 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.

c. 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 deescalate 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 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 agrees to notify the President of the Union, or his or her designee, immediately upon learning of a dangerous emergency.

New Section: 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 it shall train managers, supervisors, and employees on applicable safety measures.

New Section: ETS

In the event an Emergency Temporary Standard or other Order of the Occupational Safety and Health Administration concerning vaccinations and testing requirement for COVID-19 (the "ETS") comes into effect, the Employer agrees to meet with the Union and bargain effects of the ETS

New Section: 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."

22. Article 57 Term of Agreement

The Employer proposes that the term of the contract be January 9, 2022 through January 11, 2025.

23. Ratification Bonus

Effective and no later than the second Sunday following ratification, to assist with the ratification of this contract, January 10, 2022 to January 11, 2025, all employees with less than ten years of service shall receive \$2,000 ratification bonus and all employees with ten or more years of service shall receive \$4,000 ratification bonus contingent upon ratification of the contract on the first vote no later than January 16, 2022. To receive the ratification bonus, employees must also be presently employed by the Employer at the time the bonus is paid.

24. Letters of Agreement.

Insert the following Letters of Agreement into the contract:

LOA #6 Grievances resolved at store level by Stewards – move to Article 48

LOA #20 Dress Requirements – move to Article 53

Delete the following Letters of Agreement:

LOA #2 – Posting Official Union Notice of Arbitration (dated 5/14/84)

LOA #7 – Grievance of Ivan Saindon

LOA #8 – Retail Meat Floater Pool

LOA #10 – Catering Purchases and Production

LOA #11 – Personal Cell Phones

LOA #12 – Catering Supplemental Agreement

LOA #13 – Boulder Floater Pool

LOA #15 – Meat Wrapper Floater Pool

LOA #16 – King Soopers #86 Utilization of Northern Denver Meat Floater Pool

LOA #25 – Verbal or Written Warnings

LOA #26 – Employee Buyout

LOA #33 – ACQ Bucket Hours

Cleanup – Delete the following obsolete provisions:

Cost of Living Allowance

25. City Market Article 30, Seniority, Section 80 and Section 81

Delete “except as set forth in Section 80 whenever the ability of the employee involved is substantially equal.” Delete Section 81.

Section 80. For lesser classified jobs than Head Clerk, length of continuous service in the employ of the Employer shall govern in layoffs and rehires within a particular classification in the bargaining unit as described in Article 1, Section 1 ~~except as set forth in Section 81 whenever the ability of the employee involved is substantially equal.~~

~~**Section 81. Seniority of Transferred Employees.**~~ Employees transferring into the bargaining unit will retain their most recent anniversary date for all purposes other than seniority rights. They will receive a new seniority date upon entering the bargaining unit which will be used for purposes of scheduling, promotions, demotions, claiming of hours, layoffs, etc.

KING SOOPERS APPENDIX "A" MEAT RATES

Bargaining Note: Employee receiving an increase on below wage schedule will have their ACQ hours for that progression step reset and the employee will have to work the full set of incremental hours at their new rate before they can progress to the next step. Additionally, an employee moving between classifications will maintain all hours worked with the company towards their new progression step.

Modify Appendix "A" Meat Rates As follows (Denver City)									
For Stores under Denver City Minimum Wage - 1,5,7,19,21,26,29,35,56,72,83,93,115,123									
DEPARTMENT HEADS									
Meat Manager					New CBA				
No Sales Requirement	Effective:	1/1/2022	\$ Increase		Weekly Sales Volume (Exclude Fuel & Rx)	1/30/22	1/29/23	1/28/24	
	Payrate	\$22.88	\$1.95		\$0 - \$999,999	\$24.83	\$25.63	\$26.43	
			\$2.95		\$1,000,000 +	\$25.83	\$26.63	\$27.43	
Deli Department Head					New CBA				
No Sales Requirement	Effective:	1/1/2022	\$ Increase		Weekly Sales Volume (Exclude Fuel & Rx)	1/30/22	1/29/23	1/28/24	
	Payrate - Active	\$21.83	\$1.68		\$0 - \$999,999	\$23.51	\$24.31	\$25.11	
			\$2.68		\$1,000,000 +	\$24.51	\$25.31	\$26.11	
	Payrate - Red Circled	\$22.44	\$1.07						
			\$2.07						
Seafood Manager					New CBA				
No Sales Requirement	Effective:	1/1/2022	\$ Increase		No Sales Requirement	1/30/22	1/29/23	1/28/24	
	Payrate	\$21.83	\$1.00		Payrate	\$22.83	\$23.63	\$24.43	
ASSISTANTS, MANAGERS & LEADS									
Meat Head Clerk / Assistant					New CBA				
No Sales Requirement	Effective:	1/1/2022	\$ Increase		No Sales Requirement	1/30/22	1/29/23	1/28/24	
	Payrate	\$21.83	\$1.00		Payrate	\$22.83	\$23.63	\$24.43	
Deli Head Clerk / Assistant & Deli Chef					New CBA				
No Sales Requirement	Effective:	1/1/2022	\$ Increase		No Sales Requirement	1/30/22	1/29/23	1/28/24	
	Payrate	\$20.51	\$1.00		Payrate	\$21.51	\$22.31	\$23.11	
MEAT CUTTERS & CLERKS									
Meat Cutters					New CBA				
Based On Hours Worked	Effective:	1/1/2022	\$ Increase		Progression	1/30/22	1/29/23	1/28/24	
Hours Per Step:	Start	\$15.87	\$0.53		Start	\$16.00	\$16.50	\$17.00	
1040	After 1040 Hours	\$15.87	\$0.93		After 520 Hours	\$16.40	\$16.95	\$17.50	
1040	After 2080 Hours	\$15.87	\$1.33		After 1560 Hours	\$16.80	\$17.40	\$18.00	
1040	After 3120 Hours	\$15.87	\$1.73		After 2600 Hours	\$17.20	\$17.85	\$18.50	
1040	After 4160 Hours	\$15.87	\$2.13		After 3640 Hours	\$17.60	\$18.30	\$19.00	
1040	After 5200 Hours	\$15.87	\$2.53		After 4680 Hours	\$18.00	\$18.75	\$19.50	
1040	After 6240 Hours	\$15.87	\$2.93		After 5720 Hours	\$18.40	\$19.20	\$20.00	
1040	After 7280 Hours	\$15.89	\$6.61		After 6760 Hours	\$18.80	\$19.65	\$20.50	
520	After 7800 Hours	\$21.50	\$1.00		After 7800 Hours	\$22.50	\$23.30	\$24.10	
Meat Wrapper / Butcher Block / Seafood Clerk					New CBA				
Based On Hours Worked	Effective:	1/1/2022	\$ Increase		Progression	1/30/22	1/29/23	1/28/24	
Hours Per Step:	Start	\$15.87	\$0.53		Start	\$16.00	\$16.50	\$17.00	
520	After 520 Hours	\$15.87	\$0.53		After 520 Hours	\$16.40	\$16.95	\$17.50	
1040	After 1560 Hours	\$15.87	\$0.93		After 1560 Hours	\$16.80	\$17.40	\$18.00	
1040	After 2600 Hours	\$15.87	\$1.33		After 2600 Hours	\$17.20	\$17.85	\$18.50	
1040	After 3640 Hours	\$15.87	\$1.73		After 3640 Hours	\$17.60	\$18.30	\$19.00	
1040	After 4680 Hours	\$15.87	\$2.13		After 4680 Hours	\$18.00	\$18.75	\$19.50	
1040	After 5720 Hours	\$15.87	\$2.53		After 5720 Hours	\$18.40	\$19.20	\$20.00	
1040	After 6760 Hours	\$16.00	\$2.80		After 6760 Hours	\$18.80	\$19.65	\$20.50	
1040	After 7800 Hours	\$18.39	\$2.12		After 7800 Hours	\$20.51	\$21.31	\$22.11	
Deli / Coffee / Cheese Shop Clerk					New CBA				
Based On Hours Worked	Effective:	1/1/2022	\$ Increase		Progression	1/30/22	1/29/23	1/28/24	
Hours Per Step:	Start	\$15.87	\$0.53		Start	\$16.00	\$16.50	\$17.00	
520	After 520 Hours	\$15.87	\$0.53		After 520 Hours	\$16.40	\$16.95	\$17.50	
1040	After 1560 Hours	\$15.87	\$0.93		After 1560 Hours	\$16.80	\$17.40	\$18.00	
1040	After 2600 Hours	\$15.87	\$1.33		After 2600 Hours	\$17.20	\$17.85	\$18.50	
1040	After 3640 Hours	\$15.87	\$1.73		After 3640 Hours	\$17.60	\$18.30	\$19.00	
1040	After 4680 Hours	\$15.87	\$2.13		After 4680 Hours	\$18.00	\$18.75	\$19.50	
1040	After 5720 Hours	\$15.87	\$2.53		After 5720 Hours	\$18.40	\$19.20	\$20.00	
1040	After 6760 Hours	\$16.00	\$2.80		After 6760 Hours	\$18.80	\$19.65	\$20.50	
1040	After 7800 Hours	\$18.09	\$2.42		After 7800 Hours	\$20.51	\$21.31	\$22.11	

Modify Appendix "A" Meat Rates As follows

(Denver (except Denver City Stores), Boulder, Broomfield (Excluding 89 Deli), Parker, Longmont, Loveland (excluding 74 Deli) , Colorado Springs, Fort Collins, Greeley, Pueblo)

DEPARTMENT HEADS

Meat Manager

No Sales Requirement	Effective:	1/1/2022	\$ Increase
	Payrate	\$22.88	\$1.95
			\$2.95

New CBA

Weekly Sales Volume (Exclude Fuel & Rx)	1/30/22	1/29/23	1/28/24
\$0 - \$999,999	\$24.83	\$25.63	\$26.43
\$1,000,000 +	\$25.83	\$26.63	\$27.43

Deli Department Head

No Sales Requirement	Effective:	1/1/2022	\$ Increase
	Payrate - Active	\$21.83	\$1.68
			\$2.68
	Payrate - Red Circled	\$22.44	\$1.07
			\$2.07

New CBA

Weekly Sales Volume (Exclude Fuel & Rx)	1/30/22	1/29/23	1/28/24
\$0 - \$999,999	\$23.51	\$24.31	\$25.11
\$1,000,000 +	\$24.51	\$25.31	\$26.11

Seafood Manager

No Sales Requirement	Effective:	1/1/2022	\$ Increase
	Payrate	\$21.83	\$1.00

New CBA

No Sales Requirement	1/30/22	1/29/23	1/28/24
Payrate	\$22.83	\$23.63	\$24.43

ASSISTANTS, MANAGERS & LEADS

Meat Head Clerk / Assistant

No Sales Requirement	Effective:	1/1/2022	\$ Increase
	Payrate	\$21.83	\$1.00

New CBA

No Sales Requirement	1/30/22	1/29/23	1/28/24
Payrate	\$22.83	\$23.63	\$24.43

Deli Head Clerk / Assistant & Deli Chef

No Sales Requirement	Effective:	1/1/2022	\$ Increase
	Payrate	\$20.51	\$1.00

New CBA

No Sales Requirement	1/30/22	1/29/23	1/28/24
Payrate	\$21.51	\$22.31	\$23.11

MEAT CUTTERS & CLERKS

Meat Cutters

Based On Hours Worked	Effective:	1/1/2022	\$ Increase
Hours Per Step:	Start	\$12.56	\$3.84
1040	After 1040 Hours	\$12.60	\$4.20
1040	After 2080 Hours	\$12.85	\$4.35
1040	After 3120 Hours	\$13.10	\$4.50
1040	After 4160 Hours	\$13.60	\$4.40
1040	After 5200 Hours	\$14.12	\$4.28
1040	After 6240 Hours	\$15.01	\$3.79
1040	After 7280 Hours	\$15.89	\$6.61
520	After 7800 Hours	\$21.50	\$1.00

New CBA

Progression	1/30/22	1/29/23	1/28/24
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	\$22.50	\$23.30	\$24.10

Meat Wrapper / Butcher Block / Seafood Clerk

Based On Hours Worked	Effective:	1/1/2022	\$ Increase
Hours Per Step:	Start	\$12.56	\$3.84
520	After 520 Hours	\$12.60	\$3.80
1040	After 1560 Hours	\$12.85	\$3.95
1040	After 2600 Hours	\$13.10	\$4.10
1040	After 3640 Hours	\$13.60	\$4.00
1040	After 4680 Hours	\$14.10	\$3.90
1040	After 5720 Hours	\$15.50	\$2.90
1040	After 6760 Hours	\$16.00	\$2.80
1040	After 7800 Hours	\$18.39	\$2.12

New CBA

Progression	1/30/22	1/29/23	1/28/24
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	\$20.51	\$21.31	\$22.11

Deli / Coffee / Cheese Shop Clerk

Based On Hours Worked	Effective:	1/1/2022	\$ Increase
Hours Per Step:	Start	\$12.56	\$3.84
520	After 520 Hours	\$12.60	\$3.80
1040	After 1560 Hours	\$12.85	\$3.95
1040	After 2600 Hours	\$13.10	\$4.10
1040	After 3640 Hours	\$13.60	\$4.00
1040	After 4680 Hours	\$14.10	\$3.90
1040	After 5720 Hours	\$15.50	\$2.90
1040	After 6760 Hours	\$16.00	\$2.80
1040	After 7800 Hours	\$18.09	\$2.42

New CBA

Progression	1/30/22	1/29/23	1/28/24
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	\$20.51	\$21.31	\$22.11

City Market (Grand Junction) Local 7 - Meat									
ASSISTANTS, MANAGERS & LEADS									
Seafood Manager					New CBA				
No Sales Requirement	Effective:	1/1/2022	\$ Increase		No Sales Requirement	1/30/22	1/29/23	1/28/24	
	Payrate	\$19.04	\$1.10		Payrate	\$20.14	\$20.94	\$21.74	
Deli Cheese Lead / Steward					New CBA				
No Sales Requirement	Effective:	1/1/2022	\$ Increase		No Sales Requirement	1/30/22	1/29/23	1/28/24	
	Payrate	\$19.14	\$1.00		Payrate	\$20.14	\$20.94	\$21.74	
Deli Head Clerk / Assistant & Deli Chef					New CBA				
No Sales Requirement	Effective:	1/1/2022	\$ Increase		No Sales Requirement	1/30/22	1/29/23	1/28/24	
	Payrate	\$19.09	\$1.05		Payrate	\$20.14	\$20.94	\$21.74	
Meat Head Clerk / Assistant					New CBA				
No Sales Requirement	Effective:	1/1/2022	\$ Increase		No Sales Requirement	1/30/22	1/29/23	1/28/24	
	Payrate	\$19.04	\$1.10		Payrate	\$20.14	\$20.94	\$21.74	
Deli Coffee Shop Lead					New CBA				
No Sales Requirement	Effective:	1/1/2022	\$ Increase		No Sales Requirement	1/30/22	1/29/23	1/28/24	
	Payrate	\$18.64	\$1.50		Payrate	\$20.14	\$20.94	\$21.74	
MEAT CUTTERS & CLERKS									
Meat Cutters					New CBA				
Based On Hours Worked	Effective:	1/1/2022	\$ Increase		Progression	1/30/22	1/29/23	1/28/24	
Hours Per Step: Start		\$12.56	\$3.84		Start	\$16.00	\$16.50	\$17.00	
1040 After 1040 Hours		\$12.60	\$4.20		After 520 Hours	\$16.40	\$16.95	\$17.50	
1040 After 2080 Hours		\$12.85	\$4.35		After 1560 Hours	\$16.80	\$17.40	\$18.00	
1040 After 3120 Hours		\$13.10	\$4.50		After 2600 Hours	\$17.20	\$17.85	\$18.50	
1040 After 4160 Hours		\$13.60	\$4.40		After 3640 Hours	\$17.60	\$18.30	\$19.00	
1040 After 5200 Hours		\$14.10	\$4.30		After 4680 Hours	\$18.00	\$18.75	\$19.50	
1040 After 6240 Hours		\$14.60	\$4.20		After 5720 Hours	\$18.40	\$19.20	\$20.00	
1040 After 7280 Hours		\$15.39	\$5.32		After 6760 Hours	\$18.80	\$19.65	\$20.50	
520 After 7800 Hours		\$19.71	\$1.00		After 7800 Hours	\$20.71	\$21.51	\$22.31	
Deli / Seafood / Butcher Block / Coffee / Cheese Clerk					New CBA				
Based On Hours Worked	Effective:	1/1/2022	\$ Increase		Progression	1/30/22	1/29/23	1/28/24	
Hours Per Step: Start		\$12.56	\$3.84		Start	\$16.00	\$16.50	\$17.00	
520 After 520 Hours		\$12.60	\$3.80		After 520 Hours	\$16.40	\$16.95	\$17.50	
1040 After 1560 Hours		\$12.85	\$3.95		After 1560 Hours	\$16.80	\$17.40	\$18.00	
1040 After 2600 Hours		\$13.10	\$4.10		After 2600 Hours	\$17.20	\$17.85	\$18.50	
1040 After 3640 Hours		\$13.60	\$4.00		After 3640 Hours	\$17.60	\$18.30	\$19.00	
1040 After 4680 Hours		\$14.10	\$3.90		After 4680 Hours	\$18.00	\$18.75	\$19.50	
1040 After 5720 Hours		\$15.50	\$2.90		After 5720 Hours	\$18.40	\$19.20	\$20.00	
1040 After 6760 Hours		\$16.00	\$2.80		After 6760 Hours	\$18.80	\$19.65	\$20.50	
1040 After 7800 Hours		\$17.79	\$1.27		After 7800 Hours	\$19.06	\$19.86	\$20.66	
Meat Wrappers					New CBA				
Based On Hours Worked	Effective:	1/1/2022	\$ Increase		Progression	1/30/22	1/29/23	1/28/24	
Hours Per Step: Start		\$12.56	\$3.84		Start	\$16.00	\$16.50	\$17.00	
1040 After 1040 Hours		\$12.60	\$4.20		After 520 Hours	\$16.40	\$16.95	\$17.50	
1040 After 2080 Hours		\$12.85	\$4.35		After 1560 Hours	\$16.80	\$17.40	\$18.00	
1040 After 3120 Hours		\$13.10	\$4.50		After 2600 Hours	\$17.20	\$17.85	\$18.50	
1040 After 4160 Hours		\$13.60	\$4.40		After 3640 Hours	\$17.60	\$18.30	\$19.00	
1040 After 5200 Hours		\$14.10	\$4.30		After 4680 Hours	\$18.00	\$18.75	\$19.50	
1040 After 6240 Hours		\$14.60	\$4.20		After 5720 Hours	\$18.40	\$19.20	\$20.00	
1040 After 7280 Hours		\$15.10	\$3.96		After 6760 Hours	\$18.80	\$19.65	\$20.50	
520 After 7800 Hours		\$16.70	\$2.36		After 7800 Hours	\$19.06	\$19.86	\$20.66	