

October 22, 2024

**King Soopers/City Market
Initial Offer
To
UFCW Local 7
For
Meat Agreements Expiring in 2025***

King Soopers/City Market (hereinafter referred to as “the Employer”) are parties to collective bargaining agreements with UFCW Local 7 (hereinafter referred to as “the Union”) for the following bargaining units in the State of Colorado: Denver Meat, Boulder Meat, Broomfield Meat, Colorado Springs Meat, Ft. Collins Meat, Greeley Meat, Longmont Meat, Loveland Meat, Parker Meat, Pueblo Meat, and Grand Junction Meat. The Employer makes the following Offer for a new collective bargaining agreement. Such proposed new Agreements shall contain the provisions of the terminating collective bargaining agreement of such bargaining unit as modified below. This Offer is made to reach a prompt, final agreement on terms and conditions of employment for a successor agreement and to avoid uncertainties and any labor disruption.

The Employer 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, including if there is any labor disruption or any unprotected conduct under the law. The withdrawal of any proposal in these negotiations shall not be used as evidence against the proponent in any arbitration or other proceeding. For the convenience of the parties, the Employer agrees as an initial matter to engage in voluntary coordinated bargaining discussions for the above noted units together. The Employer reserves the right to bargain each bargaining unit separately and to make separate proposals for individual units.

*For ease of reference, Article citations are to the Denver Retail Clerks Agreement and are intended to apply to any corresponding Article in non-Denver Clerk contracts, unless otherwise stated.

1. Article 1. Recognition and Exclusions - Section 1

Modify as follows:

In paragraph 1, add the term “Department Managers” to the list of excluded positions.

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, **department 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.

Store Managers, ~~and~~ Assistant Store Managers **and Department Managers** can perform all duties in the store.

Delete last sentence of 1st paragraph:

~~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.~~

[Remainder of Section remains unchanged]

2. Article 2. Service in Meat-Delicatessen Departments, Plants

Modify Section 2.B. as follows:

Add Boars Head to Section 2 B.

Section 2 B. 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 **(including Boars Head)**, 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 purposes 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.

[Remainder of Section remains unchanged]

Modify Section 3.A. as follows:

Section 3 A. Notwithstanding anything contained herein to the contrary, the Employer shall not be restricted in, or prohibited from, obtaining and offering for sale fresh, smoked, cured, cooked and frozen meats, poultry, fish or seafood which have been cut, prepared, processed, packaged, weighed and/or priced off the Employer's premises and it is expressly understood and agreed that such shall not constitute a violation of this agreement. Notwithstanding the preceding sentence, the Employer agrees that no head meat cutter, first cutter, journeyman meat cutter or apprentice meat cutter assigned to one of the aforementioned classifications by the Employer on or before May 11, 1996 shall be laid off or reduced in scheduled hours. The Employer shall have the right to transfer and/or schedule meat cutters in more than one (1) store within the bargaining unit and/or adjacent bargaining unit (s) as may be necessary to fulfill this obligation, except that the Employer shall not schedule such employees for split shifts.

The Employer shall continue to have the right to layoff employees in accordance with the provisions of this agreement, provided that the layoff of any meat wrapper butcher block, seafood clerk or delicatessen clerk assigned to such classification on or before May 11, 1996, is for reasons other than the Employers utilization of the products set forth in Section 3A above. It is understood and agreed that in meeting the job guarantees contained herein the Employer shall have the right to assign any higher classified employee to perform work in a lower classification.

In the event of a store closure, ~~or plant closure~~, resulting in the layoff of any head meat cutter, first cutter, journeyman meat cutter, apprentice meat cutter or meat wrapper, such affected employee (s) shall be permitted to exercise his seniority to displace the least senior meat cutter or meat wrapper in the involved bargaining unit as provided for herein, or, at the affected employee's discretion, the least senior meat cutter or meat wrapper in the State of Colorado. Such least senior meat cutter or meat wrapper affected by the exercise of the most senior meat cutter's or meat wrapper's seniority shall be laid-off. It is understood that in applying this provision meat cutters may displace only meat cutters and meat wrappers may displace only meat wrappers.

Delete Section 4:

~~**Section 4.** In the event of the closure of the King Soopers Meat Plant, meat cutters and meat wrappers assigned to the Retail Cut Line on the date of closure who elect to receive severance, as provided for in this agreement, in lieu of exercising their seniority rights contained in this agreement shall be paid a severance supplemental payment equal to fifty percent (50%) of the severance amount such employee is eligible to receive under the store and plant closing provision of this agreement. It is understood and agreed that in the event a retail cut line meat cutter or meat wrapper covered under this provision elects to bump into a store, the affected store employee subject to layoff shall be eligible for the plant closing severance pay as provided herein. For all other plant classifications impacted by a plant closure, the Employer agrees to discuss with the Union the effects of such decision.~~

3. Article 4. Check-Off

Delete the Article in its entirety.

4. Article 8. Rates of Pay

Open/Discuss

5. Article 10. No Reduction in Pay

Modify as follows:

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.

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 **a specific store 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.

[Remainder of Section remains unchanged]

6. Article 12. Overtime

Modify as follow:

Section 35. 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:

~~For all time worked in excess of eight (8) hours in any one (1) day.*~~

For all time worked in excess of forty (40) hours in any one (1) workweek as described in Article 11.

Employees scheduled and working more than five (5) days in a workweek will receive time and one-half (1-1/2x) for the day on which the least number of hours was worked.

[*As part of this proposal, also modify Article 11, Section 34 relating to employees who select 10 hour shifts by deleting the corresponding sentence related to daily overtime: "Overtime shall be paid for all work in excess of ten (10) hours in any scheduled workday."]

8. Article 20. Minimum Weekly Schedules

Modify as follows:

Section 54. No regular employee shall be scheduled for less than ~~twenty (20)~~ **twelve (12)** 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 Letter of Agreement #8 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 40.

9. Article 22. Split Shifts

Modify as follows:

Section 58. ~~There shall be no daily split shifts.~~ **There shall be no split shifts unless such shift is requested by the employee. Any employee may indicate his or her desire to work a split shift and management will have discretion to so schedule the employee.**

10. Article 27. Seniority – Section 67. Definition of Full Time Employee

Modify as follows:

In the first sentence change four (4) consecutive weeks to sixteen (16) consecutive weeks.

11. Article 28. Available Hours

Modify Section 77. Available Hours as follows:

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. Any shifts/hours that remain unfilled or open will be offered electronically via the scheduling system. If qualified to perform the work, associates may electronically request to work the additional shift/hours. Management will approve shifts/hours based on seniority of the associates that apply at straight time and then, may at its discretion choose to assign (based on seniority) shifts/hours to associates that apply and for which the additional shifts/hours may create overtime. If the hours cannot be assigned to the employees requesting them, or such requests may cause overtime to be incurred, 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.~~

12. Article 34. New Store Opening

Delete Entire Article

13. Article 40. Health Benefit Plan

Open/Discuss

14. Article 42. Pension Fund

Open/Discuss

15. Article 57. Term of Agreement

Open/Discuss. [New term will be applied in a manner respecting and preserving the staggered expirations of the agreements for each bargaining unit.]

16. Appendix “A”

Open/Discuss. [For each bargaining unit]

17. Other Economic Items

Open/Discuss

18. Clean Up

Article 27, Section 67: Delete expired “Look Back” paragraph (from prior settlement agreement)

Cost of Living Allowance (pg. 61 of Denver Meat agreement) – delete header and paragraph with expired language from 1986 related to cost of living allowance.

19. Letters of Understanding/Agreement

Pull forward into the new agreement the following letters of Understanding and Letters of Agreement appended to the current CBA:

2. Catering Purchases and Production
3. Personal Cellphones
4. Catering Supplemental Agreement
5. Assignment of Overtime to Meatcutters
6. Layoffs, Reduction of Hours, and Seniority
7. Restaurant Agreement
9. [Misnumbered – should be Employee Buyout]
10. Employee Buyout
11. [Misnumbered – should be ACQ Bucket Hours]
12. Tuition Reimbursement [Misnumbered – should be #10]
13. ACQ Bucket Hours
15. Step Down Rights

Modify the following Letters:

Letter of Understanding – Minimum Wage

Open/Discuss

Letter of Agreement #1. Assistant Deli Manager/Deli Manager/Deli Chef

Modify as follows:

The Parties named above agree to the following:

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~~ **two** additional Assistant Deli Managers in the Deli Department for ~~every 600 earned weekly hours~~ **for stores that do up to \$50k in sales in the Deli, up to three Assistant Deli Managers for stores that do between \$50k and \$75k in sales in the deli, and up to four Assistant Deli Managers for stores that do more than \$75k in sales 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.

In Delis not ~~earning more than 600 weekly hours~~ **doing more than \$50k in sales**, 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.

[Remainder of letter is unchanged]

Letter of Agreement #8. Deli Scheduling Procedures

Modify as follows:

Section 71. Work Schedules and hours. Management retains the right to determine the number of hours, and start and stop time 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, **full-time** 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.~~ **Part-time employees will be scheduled based on their seniority and availability, as listed in the electronic scheduler.** No employee shall be allowed to select a schedule that will result in overtime or other penalty provision, 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. Employees may request, subject to availability, to take not more than one (1) of their personal holidays per calendar year on a specific day to be scheduled prior to the selection of shifts by other employees.

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 time 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)~~ **twelve (12)** hours per week. Management may require ~~junior~~ **part-time** employees to **be scheduled outside their availability** ~~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 particular 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.

For purposes of this Article, non-management positions are defined as those below the level of Assistant Deli Manager. 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 been previously classified as, trained for and have worked the job assignment for a minimum of six (6) months within the last two (2) years. Training hours, as designated by management, shall not be subject to selection by employees.

[Remainder of letter remains unchanged]

Letter of Agreement #14. Educational Leave of Absence

Replace existing language with the following:

Company may introduce educational leave of absence programs as it exists today. In instances where the policy changes, the Company will notify the union prior to the implementation of the changes.

Other

Discuss any letters parties are aware of that may not be appended to CBA.