

October 22, 2024

**King Soopers/City Market
Initial Offer
To
UFCW Local 7
For
Clerks 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 Retail, Broomfield Retail, Colorado Springs Retail, Pueblo Retail, and Grand Junction Retail. 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 and delete “and future stores only of Employer”.

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all employees actively engaged in the handling and selling of merchandise, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the grocery store or stores owned or operated by the Employer within the metropolitan area of Denver, Colorado (such jurisdiction to apply to current stores represented by this Union ~~and future stores only of the Employer~~), but excluding all store managers, first assistant managers, associate

managers, **department managers** and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards, professional employees and supervisors as defined in the National Labor Relations Act as amended.

Delete paragraph 2:

~~Within the geographic jurisdiction of this Agreement, any new stores opened by the Employer shall be covered by the terms of this Agreement.~~

2. **Article 2. Bargaining Unit Work Jurisdiction**

Modify Section 2 as follows:

Section 2. All work and services performed in the bargaining unit connected with the handling or selling of merchandise to the public shall be performed exclusively by bargaining unit members except as provided below. Store Managers, Assistant Managers, Field Merchandisers, **and Department Managers** can perform all duties in the store. Delicatessen, Coffee, and Cheese Clerks, and the department managers (Deli Manager, Assistant Deli Manager, Coffee Lead, and Cheese Steward) can perform all work in the bakery.

Modify first paragraph of Section 3 as follows:

Section 3. Vendor Work: Direct store delivery vendors who deliver the product categories of beverages (including juice sold in produce/deli departments), cookies and crackers, bakery, pizza, ice cream, chips, specialty/gourmet/natural foods **(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 purpose of this provision, the product categories as used herein shall be interpreted to include all products delivered by such vendor. Additionally, all vendors shall be allowed to stock and otherwise maintain any J-Hook or Clip strip program.

[Remainder of Section remains unchanged]

3. **Article 4. Check-Off**

Delete the Article in its entirety.

4. **Article 8. Rates of Pay**

Open/Discuss

5. **Article 10. Scheduling and Assignment of Hours**

Modify as follows:

Section 24. Work Schedules and Hours. Management retains the right to determine the number of hours, and start times of each shift, to be worked within each department and store. Daily scheduled shifts shall not be less than four (4) hours or more than eight (8) hours, at straight-time.

Not later than ten (10) days prior to the start of any workweek, management shall post a list of shifts for each department. Non-management, **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 provisions, unless expressly authorized by management. The Employee's selection (**or assignment**) shall be recorded on a master work schedule. Employees shall not be permitted to select a portion of a shift. Prior to the start of the selection process, management shall identify approved vacation requests on the schedule.

Management may allow employees of one department to select shifts in another department. In this event, the employee must be qualified as defined herein, to perform the work of the other department. In addition, management reserves the right to assign, at its discretion, employees to, and designate the starting times of, any ordering shift.

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

Unless otherwise approved, or as the result of a reduction in hours, no full-time employee shall select less than forty (40) hours and no part-time employee shall ~~select~~ **be scheduled** less than ~~twenty (20)~~ **twelve (12)** hours per week.

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

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

[Remainder of Section remains unchanged]

6. **Article 10:**

Modify as follows:

Section 25: Department Bidding

Delete Section 25

7. **Article 10: Additional Hours**

Modify 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.~~

8. **Article 11: No Reduction in Pay**

Modify as follows:

Section 31. The terms of this Agreement are intended to cover only wages and other employee benefits. The Employer may place superior wages and other benefits in effect and may reduce any premiums to the minimum herein prescribed without the consent of the Union. It is clearly understood that any wage increases are made to a specific progression step and/or job classification within **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.

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

9. **Article 12: Overtime**

Modify as follows:

Section 32. Overtime compensation at the rate of time and one-half (1-1/2x) the employee's base hourly rate of pay shall be paid under the following conditions:

~~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) work week as described above.

For hours worked prior to an employee's scheduled starting time when less than eight (8) hours has elapsed since his last previously scheduled quitting time. (There will be at least eight (8) hours between each employee's scheduled quitting time and his next scheduled starting time.)

For all hours scheduled and worked on the sixth and seventh day in a work week by part-time employees who work less than forty (40) hours in that work week. No employee shall be permitted to claim additional hours or schedules which would provide a six (6) or seven (7) day schedule during a work week.

[*As part of this proposal, also modify Article 11, Section 24 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."]

10. Minimum Weekly Schedule

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 Article 10, Section 24 (Retail) on the same basis as other employees.~~

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

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

11. Article 21. Split Shifts – Section 58.

Modify as follows:

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

12. Article 27. Section 68. Definition of Full-Time Employee

Modify as follows:

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

13. Article 31. New Store Language

Modify as follows:

Delete the entire section.

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

~~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.~~

~~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.~~

~~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.~~

~~In the event the Employer opens new stores within the geographical area of this Agreement, as set forth in Article 1, not less than sixty percent (60%) of the initial~~

~~staffing of the new store shall be made by employees covered by this bargaining Agreement, if available.~~

14. Article 37. Health And Welfare Coverage

Open/Discuss

15. Article 39. Pension

Open/Discuss

16. City Market, Article 7, Definitions of Classifications

Modify as follows:

Courtesy Clerk Duties. Courtesy Clerks shall not ~~operate a cash register~~, stock or price merchandise, unload trucks or trim produce. Nothing herein prohibits a courtesy clerk from checking of code dates, facing, blocking or grooming shelves; nor the removal and replacing of items in the course of cleaning shelves or other fixtures or in the case of equipment breakdown; nor the replacement of merchandise which is abandoned, declined, exchanged or reworked, nor processing reclamation.

- f1. All work connected with the selection of customer purchases from the sales floor including the storage and retrieval thereof, shall be performed by any bargaining unit member, including but not limited to courtesy clerks.
- f2. The Employer may temporarily assign any employee within the bargaining unit, including courtesy clerks, without regard to seniority, to assist with seasonal demands in the floral department. Such employee shall receive hours not claimed by regular floral department employees in the store. Such employees shall not be assigned more than thirty (30) days from their most recent assignment date.

17. 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.]

18. Appendix "A"

Open/Discuss [For each bargaining unit]

19. Other Economic Items

Open/Discuss

20. Clean up

Article 27, Section 68: Delete expired “Look Back” paragraph from prior settlement agreement.

Cost of Living Allowance (pg. 70 of Denver Clerks agreement): delete header and paragraph with expired language from 1986 related to cost of living allowance.

21. Letters of Understanding/Agreement

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

1. Definitions of “Beverages” in CBA.
2. Outdoor Bedding Plant Sales/Holiday Pay
3. Personal Cellphones
4. Employee Buyout
5. Nutrition Clerk Rate of Pay
6. Tuition Reimbursement
7. ACQ Bucket Hours
8. Favorable Settlement Terms – Replace “December 31, 2022” date in letter with “December 31, 2025”
10. Step Down Rights

Modify the following Letters:

Letter of Understanding – Minimum Wage

Open/Discuss

Letter of Agreement #9: Educational Leave of Absence

Replace existing language with the following:

Company may introduce an educational leave of absence program at its discretion. The content and administration of such program (including the right to modify, terminate, and initiate a program) is at the sole discretion of the King Soopers/City Market division. In instances where the program changes, the Company will notify the union prior to the implementation of the changes.

Other

Discuss any letters that parties are aware of that may not be appended to CBA, including language in prior settlement agreement regarding InstaCart.