

## Overview – Last Best and Final Offer (Meat)

King Soopers and City Market stores in Colorado continue to face significant challenges, and our team has worked very hard with UFCW Local 7 to negotiate successor labor agreements—ones that would include significant wage increases and tremendous investment in our associates.

As you know, the current agreements' terms variously run from January/February 2022 through January/February 2025, with the first of these having expired on January 4, 2025. Unfortunately, our good faith negotiating efforts, including multiple creative ideas and discussions over the last several months, have proven unsuccessful.

The Union has not reciprocated with good faith efforts to reach a deal. The Union's actions, including recent strike threats, reflect the Union's continuing desire to stall talks, frustrate negotiations, and to prevent the parties from reaching a new agreement for our hardworking King Soopers and City Market associates. For example, Local 7 has still not made a comprehensive counter to the Company's Comprehensive Offer given on December 4, and has not provided proposals on the critical subject of wages.

Our recent efforts have solidified that the parties remain deadlocked in negotiations. That's unfortunate.

The Company still values removal of the various business, operational, legal, and financial uncertainties that come with an open contract. The Company continues to have a substantial interest in reaching new collective bargaining agreements before, or promptly after, the current agreements expire. This includes a desire to continue all store operations without interruption or possible interruption.

The attached Last Best and Final Offer reflects the Company's final position. It further improves our offer by adding in an additional 25 cents for top line increases for Meat classifications – bringing the top line wage increases for these classifications to \$1.50 in year 1, further increases the Employer contributions available to fund the health plan for our associates, improves our proposed minimum wage letter of understanding, adds proposals in the Addendum that are responsive to Union proposals and/or discussion on vacation scheduling and staffing, and withdraws the Company's proposal on split shifts and includes the Company's prior incentives tied to reaching a new agreement promptly – specifically those incentives are tied to a ratified successor agreement being in place by on or before the end of the day, January 31, 2025, without business interruption. As before, all wage increases are prospective only and are to be effective on the later of the dates indicated in the Wage Appendix or the first Sunday following ratification.

We believe this is an excellent Offer and that our associates should be given the opportunity to vote it. It reflects substantially improved wages for our associates. We are hopeful that the Union will accept it, promptly schedule a ratification vote, and recommend it to their membership.

January 16, 2025

**King Soopers/City Market  
Last Best and Final 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. This document represents the Employer’s Last Best and Final Offer for a modification of terms regarding all outstanding issues in the negotiations for successor collective bargaining agreements to the above referenced Agreements. Such proposed new Agreements shall contain the provisions of the terminating collective bargaining agreement of such bargaining unit as modified below. This Offer is meant to address all proposals and contract modifications discussed, exchanged, or implied. Any omission or failure to address a proposal by the Union by the Employer should be construed as a rejection of such union proposal. This offer includes, and is in addition to, any and all signed or otherwise acknowledged tentative agreements executed during the course of these negotiations.

Prior to acceptance of this offer by the Union, 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. 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 had agreed as an initial matter to engage in voluntary coordinated bargaining discussions for the above noted units together. The Employer continues to reserve its rights to bargain each bargaining unit separately and to make separate proposals for individual units should this Last Best and Final Offer not be accepted by the Union.

This Last Best and Final Offer proposes enhancements that are proposed as further incentives to the Union to have a fully ratified agreement on or before January 31, 2025, and to remove the uncertainty and the associated costs and risks to the Employer’s business of not having a settled agreement. These incentives expire if ratification is not completed by January 31, 2025, without business interruption.

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

1. **Proposal Withdrawn as part of a TA on mutual withdrawals on 12.17.24**

2. Proposal Modified 12.4.24

**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.

**Note: Hours for bargaining unit members who currently work Boars Head products (as of January 5, 2025\*) shall not be reduced as a direct result of vendor assistance regarding Boars Head.**

**[\* Note: Dates conforming to each contract's 2025 contract expiration to be applied to each agreement.]**

[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. Proposal Modified 1.15.25

#### **Article 4. Check-Off**

Modify Article as follows:

**Section 10.** The Employer agrees to deduct the weekly union dues, legal rejoining fees and uniform assessments (including initiation fees for new employees) from the net amount due each employee in the bargaining unit as described in Section 1 hereof who has furnished the Employer (either directly or through the Union) with an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is understood that the check-off authorization is to be entirely voluntary upon the part of each such individual employee and that any such employees may revoke his individual check-off authorization upon giving ~~thirty (30) days'~~ written notice to the Employer and the Union.

All deductions authorized under this Article will end whenever there is not a ratified contract in place (or a mutually signed extension by the parties thereof). The parties agree that any continued deductions by the Employer when a ratified agreement is not in place are not required; such deductions are voluntary, and the Employer may unilaterally discontinue them at any time without notice or negotiation by the Employer. The parties further agree that should there be a cessation of dues (or other deductions) collected pursuant to this Article and such deductions later be resumed, there shall be no retroactive liability or obligations for either the Employer or the employees.

The Employer agrees to remit all such deductions to the Chief Executive Officer of the Local Union no later than the twentieth day of each month.

**Section 11.** The Employer agrees to deduct amounts designated by employees for the Active Ballot Club when the Employer has been furnished an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is agreed that the ABC authorization is to be entirely voluntary upon the part of each individual employee and that any such employee may revoke his ABC check-off authorization upon giving ~~thirty (30) days'~~ written notice to the Employer and the Union.

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

[No change to Article. See Appendix "A" for wage proposal.]

#### 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. Proposal Modified 12.4.24

**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:

- a. For **employees hired prior to January 5, 2025,\*** for all time worked in excess of eight **and one-half (8 1/2)** hours in any one (1) day.\*\*
- b. 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.

**[\*Note: Dates conforming to each contract's 2025 contract expiration to be applied to each agreement.]**

[\*\*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: "For employees hired prior to January 5, 2025,\* Overtime shall be paid for all work in excess of ten **and one-half (10 1/2)** hours in any scheduled workday."]

7. Proposal Withdrawn 1.15.25

8. Proposal Withdrawn 1.16.25

**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.**

9. Proposal Modified 12.17.24

**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. After the words “sixteen (16) consecutive weeks” add the parenthetical: “(twelve (12) consecutive weeks for employees hired prior to January 5, 2025\*)”

[\* Note: Dates conforming to each contract’s 2025 contract expiration to be applied to each agreement.]

- 10. Proposal Withdrawn on 1.15.25
- 11. Proposal withdrawn as part of a TA on mutual withdrawals on 12.17.24
- 12. Proposal modified 1.2.25, 1.15.25, and 1.16.25

**Article 40. Health Benefits Plan**

**Section 101. Trust Fund**

Modify the following subsections as indicated (and make any corollary changes to other subsections as necessary to conform to these changes):

Replace current Employer Contributions and Benefit Levels subsection with the following:

**Employer Contributions and Benefit Levels.** The Employer agrees to contribute the following amounts per month for each eligible employee.

**2025 rate and “Up to” rates through January 1, 2029:**

	Current 2024	2025 – Hours worked in first month following ratification	January hours payable in February 2026 “Up to”	January hours payable in February 2027 “Up to”	January hours payable in February 2028 “Up to”
Plan A Hired Before 3/5/2005	\$1,081.82	\$1,135.91	\$1,192.71	\$1,252.35	\$1,314.97
Plan A Hired After 3/5/2005	\$930.63	\$977.16	\$1,026.02	\$1,077.32	\$1,131.19
Plan B Hired Before 3/5/2005	\$865.44	\$908.71	\$954.15	\$1,001.86	\$1,051.95
Plan B Hired After 3/5/2005	\$744.50	\$781.73	\$820.82	\$861.86	\$904.95
Plan C Hired after 3.5.2005	\$469.02	\$492.47	\$517.09	\$542.94	\$570.09

**The “up to” rates through 2028 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 12/31/2028.
2. In preparing the forecast, the below trend rates will be used.
3. If the forecast projects an ending balance at 12/31/2028 that is below the target reserve level (average of 1.4 months of expense for the 12 months ending 12/31/2028, plus IBNR at 12/31/2028), 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 **5.0%** in **2026, 2027, and 2028.** In no event will the new employer contribution rates be less than the prior year's employer contribution rate.
5. Co-consultants will work together to develop increases that are as close as possible. In the event co-consultants develop materially different estimates, the lowest increase will be implemented while Trustees resolve the differences between the two estimates of the co-consultants. Any arbitration concerning the differences between the two estimates shall be held not more than sixty (60) days following deadlock.

Agreed upon trend:

Year	2025	2026	2027	2028
PPO Medical	6.5%	6.5%	6.5%	6.5%
Prescription Drug	10.0%	10.0%	10.0%	10.0%
Dental	4.0%	4.0%	4.0%	4.0%
Vision	3.0%	3.0%	3.0%	3.0%
Time Loss	0.0%	0.0%	0.0%	0.0%
HMO Premium	6.5%	6.5%	6.5%	6.5%
Medicare Advantage	Actual	Actual	Actual	Actual
Life Premium	0.0%	0.0%	0.0%	0.0%
Provider Access Fees	Actual	Actual	Actual	Actual
Stop Loss Premiums	Actual	Actual	Actual	Actual
Administration	3.0%	3.0%	3.0%	3.0%
Investment Income	3.0%	3.0%	3.0%	3.0%

**Any increases in the employer contribution rates described in this Article are contingent upon the trustees adopting the plan changes described elsewhere in this Article (i.e., should the plan changes described not be adopted by the trustees, the current Employer contribution rates – listed under the “Current 2024” column in the contribution rate chart will remain unchanged). Employer increases are prospective only and are not to be made retroactively.**

**Employee Co-Premiums** – Add the following sentence to this subsection:



**Effective January 1, 2026, the required weekly co-premium amounts for all active employees enrolled in the Plan shall become: \$9.50/week for employee only, \$19/week for employee and children or employee and spouse, and \$29/week for employee, spouse and children/family.**

**Trust Plan Changes** – Add the following to the list of changes described in this subsection:

As noted above, any increases in the employer contribution rates described in this Article are prospective only and contingent upon the Trustees of the Rocky Mountain UFCW Unions and Employers Health Benefit Plan (“(Active Health Plan”) and the Rocky Mountain UFCW Unions and Employers Health Benefit Plan—Retirees (“Retiree Health Plan”) (the “Plans”) doing the following:

Effective January 1, 2026, to implement a custom pharmacy network for the Plans comprised primarily of participating retail employers (and such non-participating pharmacies as necessary to achieve appropriate geo-access for participants) which participants shall be required to utilize as a condition for receiving prescription drug benefits under the Plans.

Effective January 1, 2026, adopt the Optum Premium Formulary (or its equivalent should the Plans’ PBM change in the future).

Effective January 1, 2027, conduct a dependent eligibility audit, with such audit to be repeated a minimum of once every three years.

**Health and Care Management** – Modify as follows:

Eliminate HRQ and HRQ incentive for employees hired after contract expiration (in 2025).

**Retiree’s Benefits** – Add the following sentence to the first paragraph:

Effective with the Employer’s March 2025 contribution, the above-described employer contribution of \$18.34 per eligible active shall cease being made to the Retiree’s Health Plan and instead will be diverted to the Active Health Plan until such time as the reserve level for the Retiree’s Health Plan reaches 12 months of reserves (after which time such future contributions will resume being made to the Retiree’s Health Plan).

**13. Article 42. Pension Fund**

No Change to existing language.

**14. Article 57. Term of Agreement**

The Employer proposes a 4 year (plus one week) term for each contract. New term will be applied in a manner respecting and preserving the staggered expirations of the agreements for each bargaining unit. For instance, Section 139 of the Denver Meat agreement would have a new term extending from January 5, 2025, through and including January 13, 2029.

15. **Proposal Modified 1.2.25**

**Appendix “A”**

All wage increases are prospective only and are to be effective on the later of the dates indicated in the Appendix (as modified) or the first Sunday following ratification.

Proposed wage grid for Appendix A for each bargaining unit attached.

Retain current bargaining note for term of new agreement (2025-29).

16. **Other Economic Items**

No additional changes proposed.

17. **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.

18. **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 Proposal Modified 1.2.25 and 1.16.25**

Delete prior Letter upon contract expiration. Effective upon ratification, replace Letter with the following:

Effective on ratification, the starting rate in any job classification, excluding courtesy clerks, shall be not less than the operative minimum wage applicable to the store, and each rate above will be at least twenty-five cents (\$0.25) per hour higher than the previous rate in the progression schedule. The parties agree that the Thereafter rates in this Agreement in Appendix A will not be increased by the operation of this Letter of Agreement (and that no progression rate will exceed the Thereafter rate). This Letter of Agreement expires at the end of the day, January 13, 2029\*.

Bargaining Note: In applying the provisions of this Letter of Agreement, the parties understand, for example, that an employee working at a progression step that is adjusted as a result of the operation of this letter would remain at the same step but work under the newly adjusted rate until they complete the remaining hours of that step and advance to the next step.

[\* Note: Dates conforming to each contract's 2029 expiration to be applied to this LOU for each agreement]

**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 Mangers in the Deli Department for ~~every 600 earned weekly hours~~ **for stores that do up to \$50k in sales per week in the Deli, up to three Assistant Deli Managers for stores that do between \$50k and \$75k in sales per week in the deli, and up to four Assistant Deli Managers for stores that do more than \$75k in sales per week 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 per week**, not more than ~~two~~ **one** employees 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.

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

[Remainder of letter is unchanged]

## **Letter of Agreement #8. Deli Scheduling Procedures**

**Proposal Modified 11.4.24, 12.17.24, and 1.15.25**

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 **full-time** 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.

**Full-time** ~~E~~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 for** less than twenty (20) 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.

Modify Appendix "A" Meat Rates As follows:							
Denver (Excluding Denver City and Select Stores), Boulder, Broomfield, Colorado Springs, Fort Collins, Greeley, Longmont, Loveland, Parker, Pueblo							
DEPARTMENT HEADS, ASSISTANTS, MANAGERS, LEADS & CUTTERS							
<b>Meat Manager</b>			<b>New CBA</b>				
<b>Weekly Sales Volume (Exclude Fuel &amp; Rx)</b>		<b>1/28/2024</b>	<b>Weekly Sales Volume (Exclude Fuel &amp; Rx)</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>
	\$0 - \$999,999	\$27.43	\$0 - \$999,999	\$28.93	\$29.93	\$30.93	\$31.93
	\$1,000,000 +	\$28.43	\$1,000,000 +	\$29.93	\$30.93	\$31.93	\$32.93
<b>Deli Department Head</b>			<b>New CBA</b>				
<b>Weekly Sales Volume (Exclude Fuel &amp; Rx)</b>		<b>1/28/2024</b>	<b>Weekly Sales Volume (Exclude Fuel &amp; Rx)</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>
	\$0 - \$999,999	\$26.11	\$0 - \$999,999	\$27.61	\$28.61	\$29.61	\$30.61
	\$1,000,000 +	\$27.11	\$1,000,000 +	\$28.61	\$29.61	\$30.61	\$31.61
<b>Seafood Manager &amp; Meat Assistant Manager</b>			<b>New CBA</b>				
<b>No Sales Requirement</b>		<b>1/28/2024</b>	<b>No Sales Requirement</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>
	Payrate	\$25.43	Payrate	\$26.93	\$27.93	\$28.93	\$29.93
<b>Meat Cutter</b>			<b>New CBA</b>				
<b>Based On Hours Worked</b>		<b>1/28/2024</b>	<b>Progression</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>
	Payrate	\$25.10	Payrate	\$26.60	\$27.60	\$28.60	\$29.60
<b>Deli Head Clerk / Assistant &amp; Deli Chef</b>			<b>New CBA</b>				
<b>No Sales Requirement</b>		<b>1/28/2024</b>	<b>No Sales Requirement</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>
	Payrate	\$24.11	Payrate	\$25.61	\$26.61	\$27.61	\$28.61
<b>MEAT &amp; DELI CLERKS</b>							
<b>Deli, Coffee Shop, Cheese, Butcher Block &amp; Seafood Clerk</b>			<b>New CBA</b>				
<b>Based On Hours Worked</b>	<b>Progression</b>	<b>1/28/2024</b>	<b>Progression</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>
	Start	\$17.50	Start	\$18.00	\$18.25	\$18.50	\$18.75
	After 520 Hours	\$17.75	After 520 Hours	\$18.25	\$18.50	\$18.75	\$19.00
	After 1560 Hours	\$18.00	After 1560 Hours	\$18.50	\$18.75	\$19.00	\$19.25
	After 2600 Hours	\$18.50	After 2600 Hours	\$18.75	\$19.00	\$19.25	\$19.50
	After 3640 Hours	\$19.00	After 3640 Hours	\$19.00	\$19.25	\$19.50	\$19.75
	After 4680 Hours	\$19.50	After 4680 Hours	\$19.50	\$19.75	\$20.00	\$20.25
	After 5720 Hours	\$20.00	After 5720 Hours	\$20.00	\$20.25	\$20.50	\$20.75
	After 6760 Hours	\$20.50	After 6760 Hours	\$20.50	\$20.75	\$21.00	\$21.25
	After 7800 Hours	\$22.61	After 7800 Hours	\$24.11	\$25.11	\$26.11	\$27.11
	Grandfathered : Meat Clerk	\$23.11	Grandfathered : Meat Clerk	\$24.61	\$25.61	\$26.61	\$27.61

Modify Appendix "A" Meat Rates As follows: Denver City Stores									
Store Locations - 1, 5, 7, 19, 21, 26, 29, 35, 56, 72, 83, 93, 115, 123, 124									
DEPARTMENT HEADS, ASSISTANTS, MANAGERS, LEADS & CUTTERS									
<b>Meat Manager</b>				<b>New CBA</b>					
<b>Weekly Sales Volume (Exclude Fuel &amp; Rx)</b>		<b>1/28/2024</b>	<b>1/1/2025</b>	<b>Weekly Sales Volume (Exclude Fuel &amp; Rx)</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>	
	\$0 - \$999,999	\$27.43	\$27.43	\$0 - \$999,999	\$28.93	\$29.93	\$30.93	\$31.93	
	\$1,000,000 +	\$28.43	\$28.43	\$1,000,000 +	\$29.93	\$30.93	\$31.93	\$32.93	
<b>Deli Department Head</b>				<b>New CBA</b>					
<b>Weekly Sales Volume (Exclude Fuel &amp; Rx)</b>		<b>1/28/2024</b>	<b>1/1/2025</b>	<b>Weekly Sales Volume (Exclude Fuel &amp; Rx)</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>	
	\$0 - \$999,999	\$26.11	\$26.11	\$0 - \$999,999	\$27.61	\$28.61	\$29.61	\$30.61	
	\$1,000,000 +	\$27.11	\$27.11	\$1,000,000 +	\$28.61	\$29.61	\$30.61	\$31.61	
<b>Seafood Manager &amp; Meat Assistant Manager</b>				<b>New CBA</b>					
<b>No Sales Requirement</b>		<b>1/28/2024</b>	<b>1/1/2025</b>	<b>No Sales Requirement</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>	
	Payrate	\$25.43	\$25.43	Payrate	\$26.93	\$27.93	\$28.93	\$29.93	
<b>Meat Cutter</b>				<b>New CBA</b>					
<b>Based On Hours Worked</b>		<b>1/28/2024</b>	<b>1/1/2025</b>	<b>Progression</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>	
	Payrate	\$25.10	\$25.10	Payrate	\$26.60	\$27.60	\$28.60	\$29.60	
<b>Deli Head Clerk / Assistant &amp; Deli Chef</b>				<b>New CBA</b>					
<b>No Sales Requirement</b>		<b>1/28/2024</b>	<b>1/1/2025</b>	<b>No Sales Requirement</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>	
	Payrate	\$24.11	\$24.11	Payrate	\$25.61	\$26.61	\$27.61	\$28.61	
<b>MEAT &amp; DELI CLERKS</b>									
<b>Deli, Coffee Shop, Cheese, Butcher Block &amp; Seafood Clerk</b>				<b>New CBA</b>					
<b>Based On Hours Worked</b>	<b>Progression</b>	<b>1/28/2024</b>	<b>1/1/2025</b>	<b>Progression</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>	
	Start	\$18.69	\$19.21	Start	\$19.25	\$19.75	\$20.25	\$20.75	
	After 520 Hours	\$18.94	\$19.46	After 520 Hours	\$19.50	\$20.00	\$20.50	\$21.00	
	After 1560 Hours	\$19.19	\$19.71	After 1560 Hours	\$19.75	\$20.25	\$20.75	\$21.25	
	After 2600 Hours	\$19.44	\$19.96	After 2600 Hours	\$20.00	\$20.50	\$21.00	\$21.50	
	After 3640 Hours	\$19.69	\$20.21	After 3640 Hours	\$20.25	\$20.75	\$21.25	\$21.75	
	After 4680 Hours	\$19.94	\$20.46	After 4680 Hours	\$20.50	\$21.00	\$21.50	\$22.00	
	After 5720 Hours	\$20.19	\$20.71	After 5720 Hours	\$20.75	\$21.25	\$21.75	\$22.25	
	After 6760 Hours	\$20.50	\$20.96	After 6760 Hours	\$21.00	\$21.50	\$22.00	\$22.50	
	After 7800 Hours	\$22.61	\$22.61	After 7800 Hours	\$24.11	\$25.11	\$26.11	\$27.11	
	Grandfathered : Meat Clerk	\$23.11	\$23.11	Grandfathered : Meat Clerk	\$24.61	\$25.61	\$26.61	\$27.61	

Modify Appendix "A" Meat Rates As follows: Select Stores							
Store Locations - 8, 27, 28, 33, 61, 96, 100, 108, 110, 137							
<b>DEPARTMENT HEADS, ASSISTANTS, MANAGERS, LEADS &amp; CUTTERS</b>							
<b>Meat Manager</b>				<b>New CBA</b>			
<b>Weekly Sales Volume (Exclude Fuel &amp; Rx)</b>		<b>1/28/2024</b>	<b>Weekly Sales Volume (Exclude Fuel &amp; Rx)</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>
	\$0 - \$999,999	\$27.43	\$0 - \$999,999	\$28.93	\$29.93	\$30.93	\$31.93
	\$1,000,000 +	\$28.43	\$1,000,000 +	\$29.93	\$30.93	\$31.93	\$32.93
<b>Deli Department Head</b>				<b>New CBA</b>			
<b>Weekly Sales Volume (Exclude Fuel &amp; Rx)</b>		<b>1/28/2024</b>	<b>Weekly Sales Volume (Exclude Fuel &amp; Rx)</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>
	\$0 - \$999,999	\$26.11	\$0 - \$999,999	\$27.61	\$28.61	\$29.61	\$30.61
	\$1,000,000 +	\$27.11	\$1,000,000 +	\$28.61	\$29.61	\$30.61	\$31.61
<b>Seafood Manager &amp; Meat Assistant Manager</b>				<b>New CBA</b>			
<b>No Sales Requirement</b>		<b>1/28/2024</b>	<b>No Sales Requirement</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>
	Payrate	\$25.43	Payrate	\$26.93	\$27.93	\$28.93	\$29.93
<b>Meat Cutter</b>				<b>New CBA</b>			
<b>Based On Hours Worked</b>		<b>1/28/2024</b>	<b>Progression</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>
	Payrate	\$25.10	Payrate	\$26.60	\$27.60	\$28.60	\$29.60
<b>Deli Head Clerk / Assistant &amp; Deli Chef</b>				<b>New CBA</b>			
<b>No Sales Requirement</b>		<b>1/28/2024</b>	<b>No Sales Requirement</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>
	Payrate	\$24.11	Payrate	\$25.61	\$26.61	\$27.61	\$28.61
<b>MEAT &amp; DELI CLERKS</b>							
<b>Deli, Coffee Shop, Cheese, Butcher Block &amp; Seafood Clerk</b>				<b>New CBA</b>			
<b>Based On Hours Worked</b>	<b>Progression</b>	<b>1/28/2024</b>	<b>Progression</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>
	Start	\$18.00	Start	\$19.25	\$19.75	\$20.25	\$20.75
	After 520 Hours	\$18.25	After 520 Hours	\$19.50	\$20.00	\$20.50	\$21.00
	After 1560 Hours	\$18.50	After 1560 Hours	\$19.75	\$20.25	\$20.75	\$21.25
	After 2600 Hours	\$18.75	After 2600 Hours	\$20.00	\$20.50	\$21.00	\$21.50
	After 3640 Hours	\$19.00	After 3640 Hours	\$20.25	\$20.75	\$21.25	\$21.75
	After 4680 Hours	\$19.50	After 4680 Hours	\$20.50	\$21.00	\$21.50	\$22.00
	After 5720 Hours	\$20.00	After 5720 Hours	\$20.75	\$21.25	\$21.75	\$22.25
	After 6760 Hours	\$20.50	After 6760 Hours	\$21.00	\$21.50	\$22.00	\$22.50
	After 7800 Hours	\$22.61	After 7800 Hours	\$24.11	\$25.11	\$26.11	\$27.11
	Grandfathered : Meat Clerk	\$23.11	Grandfathered : Meat Clerk	\$24.61	\$25.61	\$26.61	\$27.61



Modify Appendix "A" Meat Rates As follows: City Market (Grand Junction)							
<b>ASSISTANTS, MANAGERS, LEADS, &amp; CUTTERS</b>							
<b>Seafood Manager , Meat Head Clerk , Deli Head Clerk , Deli Chef , Deli Cheese Lead, Deli Coffee Shop Lead</b>				<b>New CBA</b>			
<b>No Sales Requirement</b>		<b>1/28/2024</b>	<b>No Sales Requirement</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>
	Payrate	\$22.74	Payrate	\$24.24	\$25.24	\$26.24	\$27.24
<b>Meat Cutters</b>							
<b>Based On Hours Worked</b>				<b>New CBA</b>			
		<b>1/28/2024</b>	<b>Progression</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>
	Payrate	\$23.31	Payrate	\$24.81	\$25.81	\$26.81	\$27.81
<b>MEAT &amp; DELI CLERKS</b>							
<b>Deli, Coffee Shop, Cheese, Butcher Block &amp; Seafood Clerk</b>				<b>New CBA</b>			
<b>Based On Hours Worked</b>	<b>Progression</b>	<b>1/28/2024</b>	<b>Progression</b>	<b>1/26/25</b>	<b>1/25/26</b>	<b>1/31/27</b>	<b>1/30/28</b>
	Start	\$17.00	Start	\$17.50	\$17.75	\$18.00	\$18.25
	After 520 Hours	\$17.50	After 520 Hours	\$17.75	\$18.00	\$18.25	\$18.50
	After 1560 Hours	\$18.00	After 1560 Hours	\$18.00	\$18.25	\$18.50	\$18.75
	After 2600 Hours	\$18.50	After 2600 Hours	\$18.50	\$18.50	\$18.75	\$19.00
	After 3640 Hours	\$19.00	After 3640 Hours	\$19.00	\$19.00	\$19.00	\$19.25
	After 4680 Hours	\$19.50	After 4680 Hours	\$19.50	\$19.50	\$19.50	\$19.50
	After 5720 Hours	\$20.00	After 5720 Hours	\$20.00	\$20.00	\$20.00	\$20.00
	After 6760 Hours	\$20.50	After 6760 Hours	\$20.50	\$20.50	\$20.50	\$20.50
	After 7800 Hours	\$21.16	After 7800 Hours	\$22.66	\$23.66	\$24.66	\$25.66
	Grandfathered: Deli/Seafood Clerk	\$21.39	Grandfathered: Deli/Seafood Clerk	\$22.89	\$23.89	\$24.89	\$25.89

All wage increases are prospective only and are to be effective on the later of the dates indicated in this Appendix (as modified) or the first Sunday following ratification.

## Addendum to Company's Offer

### I. In addition to the above proposals, the Employer offers the following additional improvements that address matters raised by the Union in its proposals as part of its Offer:

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

#### A. Revisions to Article 7 (Retail Clerks), Definitions of Classifications, as follows:

Modify subsection (i):

i. COURTESY CLERK DUTIES. The duties of a Courtesy Clerk are limited to facing of shelves, checking of code dates, sorting, bagging, and packing of sold merchandise, carrying and loading of sold merchandise, ~~floor maintenance anywhere in the store, cleaning of parking lot and other adjacent areas outside the store, cleaning all areas in the store, collecting and disposing of trash and rubbish,~~ repair and maintenance work, collecting shopping carts, the hanging and removal of signs and decorations (it is understood that Courtesy Clerks may hang signs from the ceiling containing prices), washing windows, returning unsold merchandise to shelves or point of disposal (including salvage, reclamation, shop back and abandoned merchandise), removing merchandise from the shelf which is damaged or abandoned, removing merchandise from the shelf and replacing merchandise to the shelf in the case of equipment breakdown or housekeeping, performing price checks, handling of recycling, sorting, counting and stacking of empty containers and the placement of such containers in areas designated by the Employer and the issuing of customer refund slips related to such returns, all work connected with the selection of customer purchases from the sales floor (including the storage and retrieval thereof), the delivery of merchandise (in such instance, the employee shall receive the customer service clerk rate of pay), and the filling of supply items throughout the store. In addition, in stores without a sanitation clerk or where a sanitation clerk is unavailable, courtesy clerks can perform floor maintenance anywhere in the store, cleaning of parking lot and other adjacent areas outside the store, cleaning all areas in the store, and collecting and disposing of trash and rubbish.

add a new subsection (j):

The Company at its discretion may add Sanitation Clerks (Clean Team Clerks) and/or Sanitation Managers (Clean Team Leads) at any store. ~~These employees may perform floor maintenance anywhere in the store, cleaning of parking lot and other adjacent areas outside the store, cleaning all areas in the store, collecting and disposing of trash and rubbish, repair and maintenance work, or any other duties associated with cleaning and sanitation. Any clerks or managers hired for such positions will be paid wages as per Appendix A. Sanitation employees may perform cleaning work in all areas of the store.~~

[Bargaining Note (2025):-Within 12 months of the 2025 ratification, the Company agrees to introduce Sanitation Clerks in no fewer than 10 King Soopers and/or City Market stores that are covered by this Agreement. Within 24 months of ratification, the Company agrees to have introduced Sanitation Clerks in no fewer than 15 total King Soopers and/or City Market stores that are covered by this Agreement. Within 48 months of ratification, the Company agrees to

have introduced Sanitation Clerks in no fewer than 20 total King Soopers and/or City Market stores that are covered by this Agreement.}

[Sanitation Managers (Clean Team Leads) shall be excluded from the bargaining unit in the City Market contracts.]

Sanitation Clerks shall follow the APC rates of pay for each area and Sanitation Managers (as applicable) shall follow the Department Head rate of pay (for Bakery, Drug/GM, etc.)

**B. Revisions to Article 51 (Retail Clerks)/55 (Meat) as follows:**

**ARTICLE 51/55**  
**SAFETY**

Section 138 (Retail Clerks)/128 (Meat): The Employer and the Union will jointly set up a Master Safety Committee to discuss and work towards resolving safety issues in the workplace. The Master Safety Committee shall include at least two (2) Employer officials and at least two (2) Union officials as well as up to five (5) employee participants.

The Employer and the Union agree to seek information relative to ergonomic stresses common in the workplace. The Master Safety Committee will meet periodically to review the information obtained. The parties will discuss and work toward resolving ergonomic safety issues found to be prevalent in the workplace.

The Employer shall pay employee participants their regular hourly rate of pay for all time so spent and mileage for Company authorized joint meetings.

The Union and the Employer agree that the prevention of violence in the store and the safekeeping of employees in the workplace is of utmost importance. As such, the parties agree that these issues are appropriate topics of discussion in Master Safety Committee meetings. Discussion may include potential government lobbying efforts.

Section 141 (Retail Clerks)/133 (Meat):

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. Further, the Company agrees that in the event of an active shooter, fire, or other public emergencies within 3 miles of the store, and where the local law enforcement instructs the employer to take such action, it shall immediately notify employees working in the store of the existence of the public emergency.

**C. Revisions to Article 10 (Retail Clerks) Scheduling and Assignment of Hours/Article 17 (Meat) Vacations**

Modify Section 29 (Retail Clerks)/Section 51 (Meat). Vacation Scheduling, as follows:

Add the following sentence after the sentence regarding the vacation calendar period:

“All vacation requests **timely made on the roster vacation calendar that are** not expressly denied by the Employer on or before March 1 of each year are deemed approved.”

**D. Modify Article 52 (Retail Clerks)/46 (Meat) as follows:**

**ARTICLE 52/46**  
**JOINT LABOR MANAGEMENT COMMITTEES**

Add a new paragraph to Section 148 (Clerks) and Section 115 (Meat):

**Section 148 (Clerks)/Section 115 (Meat):**

There shall be established in each district a joint Labor Management Committee whose purpose shall be to investigate, study and discuss mutual solutions to problems in the district in a sincere attempt to improve the parties' basic relationship. The Committee in each district shall be made up of an equal number of Union and Employer representatives and shall develop its own guidelines as determined by the participants in the district and as approved by the Union and the Employer. The Committee shall not have the authority to modify this agreement.

**The parties agree that the issue of staffing within the stores is an appropriate topic for discussion for the Committee.**

**II. In addition to the above proposals, contingent on the parties reaching a ratified agreement on or before January 31, 2025, without business interruption (after which time these improvements are withdrawn), the Employer offers the following additional incentive improvements that address matters raised by the Union in its proposals as part of its Offer:**

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

**A. Revisions to Article 27 (Clerks and Meat):**

**ARTICLE 27**  
**SENIORITY**

...

**(Retail Clerks) Section 73. Demotions and Step Downs.**

1. Whenever a member of the bargaining unit, classified as a Head Clerk, or above, is demoted or steps down, such employee ~~shall~~may be returned to the classification and status (i.e., full-time or part-time) held when he/she accepted the bargaining unit position of Head Clerk or above, or the employee may exercise his/her seniority to claim an open position in accordance with the current Full-Time or Promotion Request Lists posted by the Employer on the web portal. It is understood that the employee must be employed for one continuous year in the bargaining unit prior to the demotion or step down or the employee shall be placed in the position of Courtesy Clerk.
2. Whenever a management employee, who is not a member of the bargaining unit, is demoted, or steps down into the bargaining unit, such employee ~~shall~~may exercise his or her seniority, provided a vacancy (as defined in the collective-bargaining agreement) exists, to claim ~~a position in the bargaining unit in accordance with the Full-time or Promotion Request Lists~~ an open position posted on the Employer's web portal. For the purpose of this Section, the non-bargaining unit management employee shall be deemed to have full company seniority from the first day of assignment into the bargaining unit notwithstanding language set forth in the collective bargaining agreement establishing a thirty (30) day waiting period. It is understood that the employee must be employed for one continuous year in a store or facility covered by a collective bargaining agreement with Local No. 7 immediately preceding the demotion or step down or the employee shall be placed in the position of Courtesy Clerk.
3. This agreement shall not apply when Head Clerks or above are affected by a layoff (as opposed to a demotion or step down). Under such circumstances, the provisions of the collective bargaining agreement concerning layoff shall govern.
4. Notwithstanding the foregoing, it is understood that the demotion and step down of bargaining unit employees will be subject to the provisions of the collective bargaining agreements.
5. Whenever a member of the bargaining unit, in a lesser classified job than Head Clerk, is demoted ~~or steps down, whether voluntary or involuntary~~, such employee ~~may~~shall be returned to the classification and status (i.e. full-time/part-time) held when he accepted the current classification being vacated, or the employee may exercise his seniority to claim an open position in accordance with the current Full-Time or Promotion Request Lists posted by the Employer on the web portal.

**(Meat) Section 71. Demotions for Just Cause.** Except under the layoff provisions, no employee shall be demoted from a higher classification within the bargaining unit without just cause, which includes business need.

Whenever a member of the bargaining unit is demoted, whether voluntary or involuntary, such employee ~~shall~~may be returned to the classification and status (i.e., full-time/part-time) held when he/she accepted the current classification being vacated, or the employee may exercise his/her seniority to claim an open position posted by the Employer on the web portal. ~~in accordance with the current Full-Time or Promotion Request lists.~~

**B. Add a Proposed Letter of Understanding (Retail Clerks and Meat) as follows:**

**Letter of Understanding**  
**Union Applications**

The Employer understands that the Union has digitized its membership application, and has provided a QR code to the Employer which links to that electronic application. The Employer agrees that, when providing members with a union application as otherwise set forth in the collective bargaining agreement, it shall direct employees to utilize the digital application by, for example, providing the QR code. The Employer shall provide a paper application to employees who request a paper application.

\_\_\_\_\_  
For: Employer

\_\_\_\_\_  
For: UFCW Local 7

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date