

February 15, 2025

VIA EMAIL

Ms. Kim C. Cordova UFCW Local 7 President 7760 West 38th Avenue, Suite 400 Wheat Ridge, Colorado 80033

Re: Peaceful Relations Agreement

Dear Kim,

King Soopers requests that Local 7 enter into the enclosed Agreement that would be effective on February 20 to ensure stability for associates, customers, and the communities we serve while negotiations continue. The Agreement includes mutual commitments to avoid work stoppages until the parties reach new agreements for our Colorado associates. This would allow us to focus entirely on reaching a new contract without the ongoing uncertainty of additional work stoppages.

The Union has publicly stated that additional strike activity could be called if a new agreement is not reached soon after the current work stoppage ends. Our associates deserve the ability to return to work with confidence, and our customers deserve the security of knowing their neighborhood stores will remain open and fully staffed.

The enclosed Peaceful Relations Agreement would allow the parties to focus on what's most important—reaching a new agreement for our Colorado associates—without further disruption in our communities and the lives of our hardworking associates.

Unfortunately, it appears Local 7 has been pursuing its own agenda and one that is inconsistent with reaching an agreement with King Soopers any time soon. For example:

- On January 16 when King Soopers provided Local 7 with the Company's Last Best and Final Offer, Local 7 said that it would be in touch. Yet, as of today Local 7 has still not responded to King Soopers Last, Best, and Final Offer, has not provided its members, our associates, with an opportunity to vote on the offer, and has not given any indication of a further interest to meet.
- Instead, on February 6, Local 7 called and supported a strike against King Soopers. Amazingly, and without precedent, the Union did so even though it has yet to put a wage proposal on the table. The purpose of the strike is supported by misleading rhetoric, and we believe its purpose concerns unlawful objectives and issues unrelated to what is important to our associates.

• Our hardworking associates deserve a new contract that continues to provide great wages and benefits which King Soopers' January 16 offer provides. Yet, Local 7 won't let our associates vote on the offer.

Our customers and communities deserve security and certainty when they patronize our stores. In addition, this type of back and forth, on-and-off strike activity is not only improper, but puts tremendous stress on our associates and their families, with some facing the risk of losing healthcare benefits if they fail to work enough hours. Our associates have asked—and we agree—please stop playing games and let's focus on getting a deal.

King Soopers asks that Local 7 demonstrate a commitment to promptly reaching an agreement by entering into the enclosed agreement, and that the Union do so <u>before 5:00 p.m. on February 16, 2025</u>. If the Union hasn't accepted by that date and time, we will take that as a rejection, and the offered agreement will expire.

Without such an agreement, King Soopers will be left with little choice but to consider other potentially available options toward the end of achieving successor agreements—ones that will protect the livelihoods of our associates and the long-term stability of our business.

Relatedly, Local 7 has not informed us when the strike activity will end. Although Local 7 announced the strike as a two-week strike, Local 7 has yet to make an unconditional offer to return associates to work as of any particular time or date. Without timely advance notice of an unconditional offer to return to work, King Soopers will not be able to assess the impact of a return to work on operations and scheduling. Of course, we will need to continue scheduling and staffing stores consistent with business needs, which could result in delays in returning strikers if sufficient notice isn't given.

King Soopers wants to be in a position to return striking associates to their regular schedules at the earliest date reasonable under the circumstances at the conclusion of the strike activity. There may be striking associates that are likely to not meet the hours eligibility requirements to receive healthcare contributions for February—which will affect insurance coverage for April for those associates. We want to be in the best position to promptly return associates to the schedule to avoid additional associates potentially losing healthcare contributions for February, and for that to happen, advance notice by Local 7 is necessary.

Please feel free to call me with any questions, concerns or to discuss anything in this letter.

Sincerely,

Ian Adams
Senior Director,

Labor Relations