AGREEMENT

Between

KING SOOPERS,

A DIVISION OF DILLON COMPANIES, INC.

And

BAKERY, CONFECTIONERY, TOBACCO WORKERS' AND GRAIN MILLERS INTERNATIONAL UNION, AFL-CIO LOCAL NO. 26, DENVER, COLORADO

(RETAIL)

EFFECTIVE: October 19, 2021 to October 19, 2024

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
ARTICLE 1	RECOGNITION	3
ARTICLE 2	UNION SHOP	4
ARTICLE 3	BARGAINING UNIT WORK	4
ARTICLE 4	CHECK-OFF	5
ARTICLE 5	PAYDAY	6
ARTICLE 6	HOURS OF WORK AND OVERTIME	6
ARTICLE 7	WAGES, CLASSIFICATIONS AND DEPARTMENTS	10
ARTICLE 8	STORE MEETINGS	10
ARTICLE 9	REST PERIOD BETWEEN SHIFTS	10
ARTICLE 10	NIGHT PREMIUM	10
ARTICLE 11	HEALTH AND DENTAL BENEFITS	11
ARTICLE 12	SICK LEAVE	12
ARTICLE 13	PENSION PLAN	13
ARTICLE 14	REST PERIODS	15
ARTICLE 15	NO DISCRIMINATION	15
ARTICLE 16	HOLIDAYS	16
ARTICLE 17	STORE VISITATION	17
ARTICLE 18	UNION LABEL	17
ARTICLE 19	SHOP STEWARDS	17
ARTICLE 20	GRIEVANCE PROCEDURE AND ARBITRATION	18
ARTICLE 21	NO STRIKE	19
ARTICLE 22	VACATIONS	20

ARTICLE 23 JURY DUTY 22
ARTICLE 24 LEAVES OF ABSENCE 22
ARTICLE 25 BEREAVEMENT LEAVE 24
ARTICLE 26 SENIORITY 24
ARTICLE 27 REDUCTION OF WAGES 28
ARTICLE 28 POSTING 28
ARTICLE 29 SAVING CLAUSE 28
ARTICLE 30 REPORTING FOR WORK 29
ARTICLE 31 HEALTH AND SANITATION 29
ARTICLE 32 INJURY ON THE JOB 29
ARTICLE 33 GENDER 29
ARTICLE 34 TRAVEL PAY 29
ARTICLE 35 ENTIRE AGREEMENT 30
ARTICLE 36 ACQ BUCKET HOURS 30
ARTICLE 37 NO FREE WORK 31
ARTICLE 38 TECHNOLOGICAL CHANGE 31
ARTICLE 39 RIGHTS OF MANAGEMENT 31
ARTICLE 40 STORE CLOSING 31
ARTICLE 41 TERM OF AGREEMENT 33
APPENDIX "A" – RETAIL 34
LETTERS OF AGREEMENT 41

KING SOOPERS,

A DIVISION OF DILLON COMPANIES, INC.

And

BAKERY, CONFECTIONERY, TOBACCO WORKERS' AND GRAIN MILLERS

INTERNATIONAL UNION, AFL-CIO

LOCAL NO. 26, DENVER, COLORADO

(Retail Agreement)

EFFECTIVE: October 19, 2021 to October 19, 2024

AGREEMENT

THIS AGREEMENT**,** made and entered into by and between BAKERY, CONFECTIONERY, TOBACCO WORKERS' AND GRAIN MILLERS INTERNATIONAL UNION, AFL-CIO LOCAL NO. 26, Denver, Colorado, as Party of the First Part, and sometimes referred to herein as the "Union," and KING SOOPERS, A DIVISION OF DILLON COMPANIES, INC., as Party of the Second Part, and sometimes referred to as the "Employer."

WITNESSETH:

WHEREAS, the parties hereto, after negotiations, have reached an agreement upon the terms, provisions and conditions herein set forth:

NOW THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE 1

RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agency for the employees employed in the classifications set forth in this Agreement at the Employer's Denver, Colorado in-store bakeries in the Denver, Colorado metropolitan area, Colorado Springs, Colorado in-store store bakeries in the metropolitan area, Pueblo, Colorado in-store bakeries in the metropolitan area, but excluding all store managers, first assistant managers, associate managers, retail clerks, office and clerical employees, meat department employees, delicatessen department, demonstrators, watchmen, guards, professional employees and supervisors as defined in the National Labor Relations Act as amended. Notwithstanding any agreement recited herein or as a claimed practice between the Parties to this Agreement, and notwithstanding the fact the Employer may allow employees to transfer among its several bargaining units, the

Employer recognizes the Union at its existing retail bakeries as the bargaining unit is presently constituted herein.

ARTICLE 2

UNION SHOP

All employees covered by this Agreement shall be members in good standing with the Union, not later than thirty-one (31) days after the effective date of this Agreement, and shall remain members during the life of this Agreement. All employees hired hereafter shall, as a condition of employment, become members of the Union on the thirty-first (31st) day and shall remain members of the Union in good standing during the life of this Agreement.

"Good Standing," for the purpose of this Agreement, is intended to mean the payment or tendering of initiation fees and periodic Union dues. The Employer will promptly notify the Union in writing upon employment of any new employees coming under the jurisdiction of the Union giving the name, job classification and date of employment.

It is agreed that the Employer will not be asked by the Union to discharge any employee for nonpayment of Union dues, or failure to join the Union until after a six (6) day written notice has been sent by the Union to the Employer.

Notice relative to Union membership of new employees shall not be effective until after the thirtieth (30th) day of employment.

ARTICLE 3

BARGAINING UNIT WORK

Supervisory personnel and clerks shall not be required to be members of the bargaining unit and may perform any work within the classifications covered by this Agreement for the purposes of training and in emergencies. Store managers and Assistant Store Managers may perform bargaining unit work when a regular baker is not available. Bakery Management may perform any work within the classifications covered by this Agreement. Bakery Management shall not replace a baker and/or cake decorating shift.

Supervisory personnel (excluding Store Managers, Assistant Store Managers and Bakery Management) and clerks may be assigned to work only when available work for bargaining unit employees is not claimed by bargaining unit employees during the schedule selection process or from the additional hours request list or could not be assigned at overtime to employees of that store. It is understood that such assignment does not take straight time or overtime opportunities from employees already at work.

Notwithstanding, non-bargaining unit personnel may be assigned incidental work within the bargaining unit not to exceed two (2) hours a day without violating this provision. During the week before and the week of Valentine's Day, and during the months of May through June 15, non-bargaining unit personnel may be assigned to assist with the seasonal demands in the bakery and shall be allowed to perform cake decorating work providing that existing cake decorators within the store have been first given the opportunity to work the needed additional production hours, and further provided that such additional hours can be worked at straight-time.

Cake Decorators may be required to perform up to three (3) hours of actual baker production work during their shifts (if trained). Bakers may be required to perform up to three (3) hours of actual cake decorating production work during their shifts (if trained). Bakers and Cake Decorators shall not refuse training if offered by the Employer.

Bargaining unit personnel maybe assigned incidental work outside of the bargaining unit within the Bakery Department. Bakers and Decorators may be forced in reversed seniority order within the store to fill work shifts within their store and classification. However, anyone forced seven (7) days a week for two consecutive weeks will be allowed two (2) days off during the third week and cannot be forced, but may volunteer to work on such days off. Notwithstanding, the Employer may at its discretion allow an employee forced to work herein to refuse such assignment. In such event, the Employer may assign the work to employees from other bargaining units. It is understood that in forcing employees of the bargaining unit to work as provided herein management may force employees at straight-time before forcing employees at overtime.

Notwithstanding the provisions contained herein, it is understood and agreed the Company shall have the right to use vendors and/or supervisory personnel to perform bargaining unit work without restrictions in connection with the opening of a new store and the two (2) week period thereafter, or during the two (2) weeks before and after a store remodel.

ARTICLE 4

CHECK-OFF

The Employer agrees, during the life of this Agreement to deduct from the net amount due on the second payday of each month, the Union initiation fees, where payable, and the monthly dues for the current month of each employee of the certified bargaining unit who has furnished the Employer with an individual written authorization, revocable at will, of such deduction on a form mutually agreed upon between the Employer and the Union.

The Employer agrees to remit such deductions to the Secretary-Treasurer of the Local Union within Ten (10) days after the second pay period of each month.

The Employer agrees, during the life of this Agreement to deduct monthly amounts designated for BCTGM-PAC by written authorization and to remit same, promptly to the Union. Such authorization shall be voluntary and shall not be implied as a condition of employment.

ARTICLE 5

PAYDAY

The workweek shall end on Saturday, and in no case shall wages for the week be paid later than the following Thursday. In the event that checks are ready and available on any earlier day at the location they shall be distributed as soon as possible.

ARTICLE 6

HOURS OF WORK AND OVERTIME

WORKWEEK. The workweek shall coincide with the calendar week. Forty (40) hours to be worked in any five (5) eight and one half (8 1/2) hour days (which shall include a one-half hour unpaid lunch as provided below) shall be the standard workweek for regular full-time employees, except in holiday weeks when the standard workweek shall be thirty-two (32) hours to be worked in four (4) eight and one-half (8 1/2) hour days (which shall include a one-half hour unpaid lunch as provided below). Part time employees, if available, shall not be scheduled less than twenty (20) hours per workweek or less than four (4) hours per workday. It is understood that part-time employees, for the purpose of fulfilling temporary Employer needs, may be assigned to a forty, (40) hours schedule.

The above clause shall not apply in a holiday week or when the bakery is inoperative because of flood, fire, strike, Acts of God, power failure or similar emergency or, if the employee fails to report to work when scheduled; absents him-self from work because of personal reasons or is discharged for cause during the workweek.

No full-time employee permanently assigned to a store on the effective date of this Agreement shall be moved from such store by virtue of the additional use of part-time employees. In the event of the need to reduce hours from a store, such hours shall be taken from a part-time employees schedule prior to reducing a full-time employee under the above guarantee as provided elsewhere in this Agreement.

ASSIGNMENT OF OVERTIME. 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:

1.) For all hours worked in excess of eight (8) in any one, (1) work shift.

2.) For all hours worked in excess of forty, (40) hours in any one (1) workweek.

3.) For hours worked prior to an employee's scheduled starting time when less than twelve (12) hours has elapsed since his last previously scheduled quitting time.

4.) Employees who are scheduled and who work a sixth (6) and seventh (7) consecutive day shall receive time and one-half (1½X) their regular straight-time rate. No employee shall be permitted to claim additional hours or schedules, which would provide a six (6) or seven (7) day schedule during a workweek.

PYRAMIDING OF OVERTIME AND PREMIUM RATES. Except for night premium, it is understood that where more than one premium and/or overtime rate applies for an hour of work that only the highest individual premium or overtime rate shall be paid for such hour. It is expressly understood that no multiple or combination of premium and/or overtime rates shall be paid for the same hour of work. It is further understood and agreed that any hour paid at an overtime or premium rate of 1-1/2X shall be excluded from the calculation to determine any weekly overtime due.

LUNCH PERIODS. Employees scheduled for a work shift of at least five and one-half hours shall be entitled to a one-half hour unpaid lunch period to be taken, as near as practical, in the middle of the employees work shift. In the event an employee's meal period cannot be completed not later than five and one-half (51/2) hours after the employee began working, then such employee will receive a paid one-hour lunch period.

Upon mutual agreement between the Employer and the employee, a regular full-time employee may work four (4) ten (10) hour days to make up the standard workweek, except in holiday or daily vacation weeks when the standard workweek, at the Employer's discretion, may be five (5) eight (8) hour days. Unless modified herein, the provisions of this Agreement shall apply to such standard workweeks.

FOUR TEN-HOUR WORKWEEKS

1) Overtime to be paid for all time in excess of ten (10) hours in any one (1) day.

2) Payment for funeral leave shall not exceed the straight time hours scheduled per day missed up to a maximum of twenty-four (24) hours pay.

3) After eight (8) hours of work the employee shall be entitled to a third fifteen (15) minute break.

4) Payment for jury duty shall not exceed eight (8) hours pay per day missed less what he is paid for serving on the jury. The Employer may reschedule employees required to serve on jury duty, included but not limited to, scheduling them five (5) eight (8) hour days.

5) Sick leave pay will be paid if eligible, and following the full work day absence if such applies, not to exceed the number of hours scheduled on the day missed.

6) Management shall determine the number of four (4) ten (10) hour schedules during any one (1) week.

OVERTIME. Management shall offer overtime to employees by seniority within the Store where the overtime is needed first. If no one within the store accepts such hours management shall offer the top five (5) most senior and available employees who have signed the Over-Time Pool List. Employees shall sign-up for the Overtime Poll list at the same time Full-Time Requests are submitted.

Labor Relations, or a designated management representative, shall be responsible for contacting the five (5) most senior employees. Once Labor Relations has contacted the top five without anyone accepting, management shall fill at its discretion.

ADDITIONAL HOURS. Management shall post a weekly additional hours request list. Employees interested in working additional hours within their store 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 within the employees store, management shall contact, in seniority order, employees who have requested to work on the day indicated on the request list and offer them the hours. If the hours cannot be assigned to the employees requesting them, and no other bargaining unit employee has contacted the Bakery Manager of said store to work said hours, management may fill the hours at its discretion. 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.

MANDATORY OVERTIME. Employees may be excused from mandatory overtime by indicating to their supervisor at the beginning of their shift the compelling reason (to be kept confidential by management) for their need to be off at a normal quitting time that day. The Employer shall make a reasonable effort to comply with such requests unless an employee repeatedly abuses the privilege.

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

classification, within the 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 classification. Employees shall be allowed to select their schedule from the posted list of shifts, in seniority order by classification. Full-Time employees shall select first, followed by part-time employees. 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 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. Daily vacation and personal holiday requests shall not supersede an employee's shift selection. 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.

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) hours per week.

Management may require junior employees to 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. However, there shall remain one (1) full-time employee in each store.

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.

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. Training hours, as designated by management, shall not be subject to selection by employees.

Full-time Bakers and Cake Decorators who are reduced in hours may work hours at other stores to maintain their full-time status. However, the affected employee shall be considered as full-time reduced, at their home store, for purposes of bump rights provided under the “Reduction of Hours” provision of the collective bargaining agreement.

ARTICLE 7

WAGES, CLASSIFICATIONS AND DEPARTMENTS

The current department' wages and classifications shall be as per Appendix "A" attached hereto, and, by this reference, made a part hereof.

ARTICLE 8

STORE MEETINGS

All time spent by an employee actually attending any store meeting where his attendance is required by the Employer shall be counted as time worked with a minimum of two (2) hours at the applicable rate of pay when an employee is called back for such a meeting. Employees required to attend meetings when attendance is required by the Employer shall be compensated at the applicable rate for time spent in such meetings.

ARTICLE 9

REST PERIOD BETWEEN SHIFTS

No employee shall be required or permitted to return to work in less than ten (10) hours after the completion of any shift, unless mutually agreed between the Employer, and the employee, in which case the applicable overtime rate shall be paid, unless the early start time is requested by the employee.

ARTICLE 10

NIGHT PREMIUM

All work performed between the hours of midnight and 6:00 a.m. shall be considered night work and shall be paid for at the additional rate of two dollars ($2.00) per hour over and above the regular day scale of wages, it being thoroughly understood and agreed that the two dollars ($2.00) per hour night shift differential shall apply only to those

hours worked between midnight and 6:00 a.m. Part-time employees shall receive night premium to the extent and amount as regular full-time employees.

SUNDAY PREMIUM. Effective the first Sunday following ratification employees shall cease to participate in the work week credit and shall be paid a premium of one and one-fourth times (1¼X) the employee's straight-time hourly rate for all work performed on Sunday. Employees hired on or after August 7, 2005 shall not be eligible to receive Sunday Premium.

ARTICLE 11

HEALTH AND DENTAL BENEFITS

Employees shall participate in the Employers Health Plan on the same basis as other employees of such Plan.

Effective January 1, 2006, all employees enrolled in the health plan shall pay a weekly co-premium via payroll deduction of ten dollars ($10.00) for coverage under the plan. The parties understand that an additional co-premium is required to participate in the Company's optional benefit offerings. The Union understands and agrees that the Employer retains the right to select underwriters and funding mechanisms and the right to make eligibility, benefit and administrative changes to such Plan at its discretion and the Union shall have no right to grieve or arbitrate such changes. However, the Employer agrees to notify the Union and give the Union an opportunity to discuss the changes prior to making any such change. Effective January 1, 2015, the required weekly co-premium amounts for all active employees enrolled in the Plan shall become: $7.50/week for employee only, $15/week for employee and children or employee and spouse and $23/week for employee, spouse and children/family.

Employees who have retired on or before December 31, 1997, and who are eligible and have elected to participate in the Employers retiree Plan I shall be grand fathered and allowed to continue to participate in such Plan. Employees who retire on or after January 1, 1998, if eligible, shall participate in the Employer's retiree Plan A on the same basis as other retirees of Plan A. If eligible for a B&C pension, retirees shall be eligible for retiree health. The Union understands and agrees that the Employer retains the right to make eligibility, benefit and administrative changes to such Plan at its discretion and the Union shall have no right to grieve or arbitrate such changes.

BARGAINING NOTE: The Union is advised that Plan A requires employees to work eighty (80) hours in a four Saturday month and one-hundred, (100) hours in a five Saturday month to maintain eligibility for benefit coverage each month. For purposes of implementation, the Employer shall begin applying such eligibility provisions effective with hours worked in October 1997 for November 1997 eligibility.

The Company agrees to study potential modifications to the retiree benefit plan design for the purpose of slowing the rate of increase of the monthly cost of such plan. The company agrees to discuss the results of such study with the Union's International representative prior to the implementation of such changes.

ARTICLE 12

SICK LEAVE

The Parties agree to continue to follow the Memorandum of understanding regarding Colorado's healthy Families and workplaces Act and Public Health and Emergency Whistleblower Act

Employees hired on or after August 7, 2005- unused sick leave shall not exceed maximum accumulation of one hundred (100) sick hours

A**ny employee ineligible for first day sick pay under this provision shall be permitted to use up to five (5) days per year of vacation accrued pursuant to Article 12 or unused personal holidays as payment for such employee's first day sick time at the employee's election. Notwithstanding other requirements to use personal holidays or unused and accrued vacation, there shall be no management discretion to deny pay for such absence, except that a doctor's certificate or other authoritative verification of illness may be required by the Employer. In order to use personal holidays and/or vacation pay for a sick absence, the employee must provide at least two (2) hours' notice prior to the start of such employee's scheduled shift.**

ARTICLE 13

PENSION PLAN

The Employer hereby agrees to be bound as a party by all the terms and provisions of the Agreement and Declaration of Trust dated September 11, 1955, as amended, establishing the Bakery and Confectionery Union and Industry International Pension Fund (herein under called the Fund) and said Agreement is made part hereof by reference.

Effective July 1, 2014 (June hours) the contribution rate shall be two dollars and thirty-two and 16/100 cents ($2.3216) per hour to fund a benefit level of one thousand dollars ($1,000) and shall be allocated as follows: One dollar and twenty-one cents ($1.21) per hour to provide coverage for Normal, Reduced, Early Retirement and Disability Pension (Plan A). Fifty cents ($0.50) per hour will be allocated to Golden 80/90 (Plan G/C), thirty cents ($0.30) per hour to D3% and thirty-one and 16/100 cents ($0.3116) allocated as supplemental contributions attributed to the Plan rehabilitation plan.

Effective July 1, 2015 (June hours) the contribution rate shall be two dollars and forty-three and 76/100 cents ($2.4376) per hour to fund a benefit level of one thousand dollars ($1000) and shall be allocated as follows: One dollar and twenty-one cents ($1.21) per hour to provide coverage for Normal, Reduced, Early Retirement and Disability Pension (Plan A). Fifty cents ($0.50) per hour will be allocated to Golden 80/90 (Plan G/C), thirty cents ($0.30) per hour to D3% and forty-two and 76/100 cents ($0.4276) allocated as supplemental contributions attributed to the Plan rehabilitation plan.

Effective July 1, 2016 (June hours) the contribution rate shall be two dollars and fifty-five and 95/100 cents ($2.5595) per hour to fund a benefit level of one thousand dollars ($1000) and shall be allocated as follows: One dollar and twenty-one cents ($1.21) per hour to provide coverage for Normal, Reduced, Early Retirement and Disability Pension (Plan A). Fifty cents ($0.50) per hour will be allocated to Golden 80/90 (Plan G/C), thirty cents ($0.30) per hour to D3% and fifty-four and 95/100 cents ($0.5495) allocated as supplemental contributions attributed to the Plan rehabilitation plan.

Effective July 1, 2017 (June hours) the contribution rate shall be two dollars and sixty-eight and 75/100 cents ($2.6875) per hour to fund a benefit level of one thousand dollars ($1000) and shall be allocated as follows: One dollar and twenty-one cents ($1.21) per hour to provide coverage for Normal, Reduced, Early Retirement and Disability Pension (Plan A). Fifty cents ($0.50) per hour will be allocated to Golden 80/90 (Plan G/C), thirty cents ($0.30) per hour to D3% and sixty-seven and 75/100 cents ($0.6775) allocated as supplemental contributions attributed to the Plan rehabilitation plan.

Effective July 1, 2018 (June hours) the contribution rate shall be two dollars and eighty-two and 19/100 cents ($2.8219) per hour to fund a benefit level of one thousand dollars ($1000) and shall be allocated as follows: One dollar and twenty-one cents ($1.21) per hour to provide coverage for Normal, Reduced, Early Retirement and Disability Pension (Plan A). Fifty cents ($0.50) per hour will be allocated to Golden 80/90 (Plan G/C), thirty cents ($0.30) per hour to D3% and eighty-one and 19/100 cents ($0.8119) allocated as supplemental contributions attributed to the Plan rehabilitation plan.

Effective July 1, 2019 (June hours) the contribution rate shall be two dollars and ninety-six and 30/100 cents ($2.9630) per hour to fund a benefit level of one thousand dollars ($1000) and shall be allocated as follows: One dollar and twenty-one cents ($1.21) per hour to provide coverage for Normal, Reduced, Early Retirement and Disability Pension (Plan A). Fifty cents ($0.50) per hour will be allocated to Golden 80/90 (Plan G/C), thirty cents ($0.30) per hour to D3% and ninety-five and 30/100 cents ($0.9530) allocated as supplemental contributions attributed to the Plan rehabilitation plan.

Effective July 1, 2020 (June hour) the contribution rate shall be three dollars and eleven and 11/100 cents ($3.1111) per hour to fund a benefit level of one thousand dollars ($1000) and shall be allocated as follows: one dollar and twenty – one cents ($1.21) per hour to provide coverage for Normal, Reduced, Early Retirement and Disability Pension (plan a). Fifty cents ($0.50) per hour will be allocated to Golden 80/90 (Plan G/C), thirty cents ($0.30) per hour to D3% and one dollar and ten an 11/100 cents ($1.1011) allocated as supplemental contributions attributed to the plan rehabilitation plan.

THE TRUSTEESS HAVE REVISED THE PREFERRED AND DEFAULT SCHEDULES UNDER THE REHAB PLAN. EFFECTIVE DECEMEBER 31, 2020, FURTHER CONTRIBUTION RATE INCREASES ARE SUSPENDED. CONTRIBUTION AMOUNTS FOR THE EXISTING BENEFIT LEVELS WILL FREEZE AT CURRENT RATES FOR EMPLOYERS AND LOCAL UNIONS WHO ADOPT THE REVISED SCHEDULES BY MARCH 31, 2021. See signed PPA waiver at back of labor agreement.

For the purpose of this Article, it is understood that contributions shall be payable on behalf of employees from the first (1st) day of employment, whether said employees are permanent, temporary, or seasonal, or full-time or part-time Employees, and regardless of whether or not they are members of the Union. The term "employee" does not include a self-employed person, corporate officer, owner, or partner.

It is agreed that the Pension Plan adopted by the Trustees of the said Fund shall be such as will qualify for approval by the Internal Revenue Service of the United States Treasury Department, so as to enable the Employer to treat contributions to the Fund as a deduction for income tax purposes. Contributions provided for herein shall be paid

monthly and shall be accompanied by a completed remittance report. Both payment and report are due on the tenth (10th) day of the month following the month covered by the Report. In the event the Employer fails promptly to pay amounts owed, the Employer shall pay such collection costs, including court costs and reasonable attorney's fees, as the Fund shall incur, and shall pay interest at such rate as the Trustees shall fix from time to time. The payments so made to the Fund shall be used by it to provide retirement benefits for eligible employees in accordance with the Pension Plan of said Fund, as determined by the Trustees of said Fund, to be applied to the eligible employees based on the amount of Employer contribution.

This Article encompasses the sole and total agreement between the Employer and the Union with respect to pensions or retirement.

This Article is subject in all respects to the provisions of the Labor-Management Relations Act of 1947, as amended, and to any other applicable laws.

ARTICLE 14

REST PERIODS

Each employee shall receive a relief period of fifteen (15) minutes before lunch and fifteen (15) minutes relief after lunch if the shift exceeds six (6) hours for all employees covered by this Agreement.

When it is predetermined that daily overtime will exceed one hour, a fifteen (15) minute relief period will be received after the eighth (8th) hour of work in any one day and an additional fifteen (15) minute relief period after each two and one-half (2 1/2) hours of work thereafter. In the event an employee is requested to work overtime in excess of four (4) hours, a lunch period will be scheduled, on the employee's own time, as near as possible to the end of the fourth (4th) hour of overtime.

Part-time employees shall be eligible for relief periods in conformity with this Article.

ARTICLE 15

NO DISCRIMINATION

In accordance with the requirements of Title VII of the Civil Rights Act of 1964, no employee shall be discriminated against because of race, color, religion, sex or national origin. Furthermore, no employee shall be discriminated against because of age, as outlined in the Age Discrimination in Employment Act of 1967; nor shall the employee's covered by this Agreement be discriminated against for upholding the principles of the Bakery, Confectionery and Tobacco Workers' and Grain Millers International Union, AFL-CIO, Local No. 26.

ARTICLE 16

HOLIDAYS

All employees hired on or before August 6, 2005 who have completed their probationary period shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Such employees shall be entitled to two (2) personal holidays, which must be requested two (2) weeks in advance and approved by the Store Manager.

All employees hired on or after August 7, 2005 who have completed their probationary period shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved: Thanksgiving Day and Christmas Day. Beginning January 1, 2017, New Year's Day and Fourth of July. After two years of service, such employees shall be entitled to one (1) personal holiday, two (2) personal holidays after three (3) years of service and three (3) personal holidays after four years of service, which must be requested two (2) weeks in advance and approved by the Store Manager.

The Employer may operate its stores, at its sole discretion, on any of the holidays recognized by this agreement.

To be eligible for personal holidays during each calendar year, an employee must be on the payroll as of January 1 of each year. Such holidays must be taken during the respective calendar year. An employee whose employment terminates prior to having taken his personal holiday or who fails to take his personal holiday in the calendar year shall not be entitled to holiday pay. In the event an employee fails to schedule his personal holiday by October 1 of the calendar year, the Employer will select a date and schedule such employee for his remaining personal holidays for that year. Further, personal holidays shall be granted by seniority, classification and store.

Full-time employees, not required to work on a holiday, shall be paid for eight (8) hours at their straight time hourly rate of pay regardless of the fact that they are not scheduled to work on that holiday, provided they work all hours available on their regular scheduled workday immediately preceding the holiday, the holiday if scheduled, and their regular scheduled workday immediately following said holiday, unless such absence, is caused by a bona fide illness, injury, or an excused absence, said absence being excused by the employee's immediate supervisor.

To qualify for holiday pay, an employee must also receive pay for work performed during the week in which the holiday occurs.

In the event one of the above-mentioned holidays should fall within an employee's vacation period, the employee shall receive eight (8) hours pay in addition to his vacation pay.

Employees required to work on a holiday will receive time and one-half (1 1/2x) their regular hourly rate for all hours worked on a holiday, in addition to the holiday pay as provided above. Employees hired on or before August 6, 2005 called into work on any of the above mentioned holidays shall receive one and one-half (1 ½ X) times the regular rate for a minimum of eight (8) hours in addition to their regular holiday pay. Employees hired on or after August 7, 2005 called into work on any of the above mentioned holidays shall receive a premium of $1.00 per hour worked on the holiday, in addition to their regular holiday pay.

Hours paid for but not worked on a holiday will not be counted as hours worked for the purpose of computing weekly overtime.

In the event a holiday occurs on an employee's regular workday, and he fails to report, and work all hours available he shall receive no holiday pay, unless such absence is due to proven illness, injury, or he has been excused by their supervisor.

Holiday pay for part-time employees will be based on the number of hours worked in the workweek immediately prior to the week in which the holiday occurs divided by five (5).

There shall be no pyramiding of overtime pay for work on the holiday, daily or weekly overtime.

ARTICLE 17

STORE VISITATION

The business agent or other duly authorized representatives of said Local Union No. 26, who may desire to visit the premises of the Employer, party of the second part herein, shall, before entering said premises or store, advise the management of said store of his intention.

ARTICLE 18

UNION LABEL

The Union grants to the Employer the use of its Union Label, the design of which may be printed upon the wrappers of the Employer's products.

ARTICLE 19

SHOP STEWARDS

Shop Stewards shall be appointed by the Union. The Store Manager shall be advised of the identity of said Stewards. In order that there shall be no misunderstanding, the duties and functions of the Stewards shall be discussed with the Business Representative, store Manager and the Steward prior to the employee acting as a Steward.

ARTICLE 20

GRIEVANCE PROCEDURE AND ARBITRATION

In the event of a dispute between the parties over the administration and interpretation of this Agreement, such dispute shall be considered a grievance and shall be settled in the following manner:

Step I. The grievance shall be presented by the employee and/or Shop Steward to the employee's immediate supervisor for settlement. In the event that a satisfactory agreement is not reached within fifteen (15) days of the occurrence, then,

Step II. The grievance is to be reduced to writing, signed by the employee and/or Shop Steward and immediately presented to the appropriate member of supervision with a copy to the Store Manager and the Local Union Business Representative. A meeting shall then be held among the aforementioned. In the event that a satisfactory agreement is not reached at this meeting, then within ten, (10) days of the meeting.

Step III. The request shall be made by the Union to meet with the authorized representative of the personnel/industrial relations department. If no agreement is reached at this meeting, then,

Step IV. A written request for arbitration and statement of position may be submitted by either party to the other, within thirty (30) days following a Step III meeting with respect to the matter in dispute. In the event that a written request for arbitration is not submitted within the said thirty (30) day period, the matter shall be considered as not arbitrable.

The matter to be arbitrated shall be submitted to an impartial arbitrator. If agreement on the selection of the impartial arbitrator cannot be reached within ten (10) days following the written request for arbitration, the parties shall apply to the Director of the Federal Mediation and Conciliation Service requesting that he submit the names of five (5) arbitrators and from such list the Union shall strike two (2) names, the Employer shall strike two (2) names and the person whose name is still remaining shall become the arbitrator.

The arbitrator shall hear testimony and argument concerning the matter in dispute beginning within ten (10) days of the time of final selection of membership of the Board. The arbitrator shall render a decision within ten (10) days following the completion of such hearing and both parties shall be promptly notified of such decision.

The decision of the arbitrator upon any matter subject to arbitration as herein provided shall be final and binding upon all parties to this Agreement, provided that the arbitrator shall have no authority to add to, detract from or in any way alter the provisions of this Agreement. It is specifically agreed that the provisions of this Agreement providing for no strike or lockout and the interpretation or application of such provisions shall not be subject to arbitration. It is further agreed that a disciplinary penalty imposed against an employee by the Employer may be made the subject of arbitration if it is alleged that such disciplinary penalty was imposed without just cause.

The expenses of arbitration, including compensation and expenses of the impartial arbitrator, but not including the compensation or expenses of the representative selected by the parties, shall be borne equally by the Employer and the Union.

The Company's Labor Relations Director and Local Union President agree, prior to the scheduling of any case for arbitration, to meet to attempt to settle such case.

Remedies for Errors. If an error is made by management in the application of the provisions of this Agreement resulting in a lost work opportunity for the aggrieved employee such as scheduling and assignment of hours disputes, classification issues, and work jurisdiction matters and the effected employee immediately files a grievance, the employee shall be made whole by being permitted to work the number of hours lost. Such hours shall be above and beyond the posted schedule. The employee shall advise management any time after the next schedule is finalized for the workweek of their desire to exercise their right to work the hours due during the workweek on the date and time determined by the employee. An aggrieved employee may not demand such remedy on an overtime or premium-pay basis if the alleged violation occurred on what would have been a straight-time day for such employee. The employee must exercise this right to work within four (4) weeks of the settlement of error with the employer or such right shall be forfeited and no further remedy shall be required. It is understood that this provision shall not apply in the case of lost work opportunities resulting from an error in the drafting of the weekly work schedule if the employee points out such error prior to noon on Saturday prior to the start of the scheduled work week and management fails to correct such error on such schedule.

ARTICLE 21

NO STRIKE

1) The Union and the Employer agree there shall be no strike or lockout during the term of this Agreement.

2) It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refused to enter upon any property

involved in a lawful primary labor dispute, or refused to go through or work behind any lawful picket line including the lawful primary picket line at the Employer's places of business, provided such lawful primary picket lines are sanctioned by Bakery, Confectionery, and Tobacco Workers' and Grain Millers International Union, AFL-CIO, Local No. 26.

3) Such lawful primary picket line shall not interfere with the work regularly scheduled to be completed within seventy-two (72) hours after the picket line is established. Such picket line shall not interfere with removal and delivery of products produced on such work day. Such picket line shall not interfere with work to be performed by engineers, sanitors, or such other employees as are required to secure the store in a sanitary, safe and reasonable condition, which shall be accomplished within seventy-two (72) hours from the time such picket line is established.

ARTICLE 22

VACATIONS

Effective the first workweek in January, 1991, the Employer will convert the employees weekly vacation allotment to a daily vacation allotment by multiplying the number of weeks of vacation due by five (5). The hours paid for each day of vacation will be based on the average weekly hours of vacation as calculated in accordance with this Article divided by 5. Employees may be allowed to take vacation one (1) day at a time subject to approval by the Employer and based on the following requirements:

1) Daily vacation may not be scheduled through the annual sign-up procedure.

2) Daily vacation must be requested of the Store Manager in writing by Tuesday prior to the posting of the schedule for the week in which the time off is requested.

3) Employees may not receive more than five (5) days of Vacation pay in any calendar week.

4) Not more than one (1) week (five (5) days) may be taken one (1) day at a time per anniversary year.

5) Weekly vacation requests shall take preference over daily vacation requests.

All regular full-time employees, and all part-time employees, who were hired on or before August 6, 2005 and who have worked eight hundred and thirty two (832) or more hours in their anniversary year, covered by this agreement, shall receive one (1) weeks paid vacation after one (1) year’s service, two (2) weeks’ paid vacation after two (2) years’ service, three (3) weeks’ paid vacation after five (5) years; continuous service, four (4) weeks’ paid vacation after twelve (12) years’ continuous service and five (5)

weeks' paid vacation after twenty (20) years continuous service.

All regular full-time employees, and all part-time employees, who were hired on or after August 7, 2005 and who have worked one thousand forty (1040) or more hours in their anniversary year, covered by this agreement, shall receive one (1) week's paid vacation after one (1) year's service, two (2) weeks' paid vacation after three (3) years' service, three (3) weeks' paid vacation after eight (8) years' continuous service. **Four (4) weeks of paid vacation after 12 years continuous service.**

Such vacation shall be paid at straight-time rates. The number of hours for which such employees shall be paid for a vacation week shall be the average number of weekly hours worked during the twelve (12) months immediately preceding the employee's anniversary date of employment not be exceed forty (40) hours pay for each week of vacation. Hours paid for vacations, holidays and sick leave shall be considered as hours worked for the purpose of computing vacation amounts.

VACATION SCHEDULING

The Employer retains the right to determine the number of employees who may be on vacation at any given time. However, in no event shall it be less than one (1) person per store. When possible one person from each classification (Baker and Cake Decorator) may be on vacation at the same time. If a dispute develops between employees as to vacation preference, seniority shall govern within the department, the classification and store. Any vacation weeks that become available after the posting of such roster shall be offered by seniority within the classification and store.

The Employer will post a notice December 1 of the prior calendar year, and the employees will sign the roster as to their choice of vacation. This list will remain posted for selection until January 31 of each calendar year.

Any employee who fails to sign such roster prior to January 31 will be permitted to take vacation at a time that will not interfere with the other employees' established vacation period(s).

When the vacation dates have been established, they will not be changed unless mutually agreeable between the employee and Employer.

Notwithstanding the above, employees who voluntarily transfer to another store after their vacation has been selected are subject to having their vacation rescheduled, if someone in that store has already scheduled their vacation on those dates. However, an employee who has been involuntarily transferred as a result of layoff or reduction in hours who is unable to have his established vacation time-off at the new store shall be allowed to claim the established vacation of a lesser senior employee at that store.

ARTICLE 23

JURY DUTY

When an employee is called for jury service, he or she shall be compensated for time lost from his or her job at his or her regular hourly rate less the compensation received for jury duty. Employees shall not be expected to report for work on any day on which they serve on jury duty.

Employees will not be required to serve on jury duty and perform work for more than five (5) days in a workweek at straight-time hourly rate of pay.

Employees when on jury service will be scheduled for a day shift (8:00 a.m. to 4:30 p.m.), Monday through Friday for the duration of such jury assignment. This scheduling will not, however, be construed to be in conflict with the seniority provisions of this Agreement, furthermore, no other employee shall have his schedule changed as a result of another employees jury duty assignment.

A day of service on jury duty shall be considered as a day of work only for such service occurring Monday through Friday.

When the Employer requests an employee to appear in court, he shall be compensated at his regular straight-time hourly rate of pay for such time.

ARTICLE 24

LEAVES OF ABSENCE

SICKNESS, INJURY, OR PREGNANCY. Leaves of absence shall be granted for up to eighteen (18) months without pay when any employee with three (3) months of continuous service is unable to work because of a bona fide sickness, accident, disability, or pregnancy. However, in the event such an employee is unable to return to work at the end of eighteen (18) months of his/her leave period, he/she shall be entitled to an additional leave of six (6) months if he/she submits satisfactory medical evidence that he/she will be able to return to duties within his/her classification within the said additional period.

LEAVE OF ABSENCE FOR CARE OF NEWBORN OR ADOPTED CHILD. For employees with one (1) year of continuous service in the bargaining unit, a Leave of Absence for either parent shall be granted without pay for a period of up to twelve (12) months for the purpose of Newborn or Adopted Child Care. The employee shall be guaranteed reinstatement in accordance with his/her seniority. An employee who wishes to change his or her date of return to work shall notify the Store Manager two (2) weeks in advance and shall be returned to work as set forth above. The Leave of Absence for either parent must end no later than twelve (12) months from the date of birth or date of adoption. The Employer may require verification of the parent

relationship to the newborn or to the adopted child.

LEAVE OF ABSENCE FOR FAMILY CARE. A family care leave without pay, shall be granted, upon request by an employee for a total of up to six (6) consecutive months within a two (2) year period. The employee requesting the leave must have a minimum of one (1) year continuous service in the bargaining unit at the time of the request. The employee shall be guaranteed reinstatement in accordance with his/her seniority at the end of his/her leave. Any employee who wishes to change his or her date to return to work shall notify the Store Manager two (2) weeks in advance of the date they intend to return. The purpose of this leave shall be to care for seriously ill family members. For the purpose of this leave, "family members" shall be:

1.) Spouse and parents of the employee.

2.) Biological or adopted unmarried children under Nineteen (19) years of age and full-time students up to age 23.

3.) A child of any age who is incapable of self-support.

4.) Any relative residing in the employee's home and dependent upon the employee for care.

The employee shall be required to present satisfactory evidence of serious illness of the family member. The expected duration of the absence, and the reason for the employee's involvement.

PERSONAL LEAVES. Leaves of absence without pay for reasonable periods not to exceed thirty (30) days may be granted by the Employer to employees who have completed one (1) year of service for other reasons mutually agreed to between the Employer and the employee. The thirty (30) day period may be extended by an additional thirty, (30) days by mutual agreement between the Employer and employee.

MILITARY LEAVE. All seniority granted employees under the terms of this Agreement shall be subject to the rights granted by law to the employees volunteering, called or conscripted for active military service under the National Guard Act of 1940 and the Selective Service Act of 1942, and any additions or amendments thereto, or rulings and interpretations thereof by any authorized court or agency.

UNION LEAVE. Leaves of absence without pay for Union business not to exceed six (6) months may be granted by the Employer to employees who have completed one (1) year of service. The six (6) months may be extended by an additional six (6) months by mutual agreement between the Employer and the employee. The Employer agrees that in the event an employee with three (3) years or more service is required to request a leave of absence for the purpose of holding office in the Local Union, such leave of absence will be granted until said office term or terms expire. He or she shall have the right to be reinstated to his or her employment without

loss or seniority.

REQUEST FOR LEAVE OF ABSENCE. All leaves of absence must be requested in writing to the Store Manager unless the employee is physically disabled to the extent that such advance request is not possible and shall state: (1) the reason, (2) date leave is to begin, and (3) expected date of return to work. Leaves of absence shall be granted in writing in advance and a copy shall be given to the employee.

RETURNING FROM LEAVE OF ABSENCE. The employee must be qualified to resume his regular duties upon return to work from an approved Leave of Absence. A doctor's certificate verifying that the employee is able to resume his normal duties may be required. The employee shall be returned to the job previously held, or to a job comparable with regard to rate of pay no later than on the first (1st) weekly schedule, provided the notice of intent to return to work is received prior to 9:00 a.m., Wednesday of the week preceding the next available schedule.

ARTICLE 25

BEREAVEMENT LEAVE

Upon request, an employee covered by this Agreement shall be granted the necessary time off with pay at his regular straight time rate of pay in order to make arrangements for, attend a funeral and/or for grieving occasioned by a death in his immediate family. Such time off with pay shall in no event exceed three (3) regularly scheduled working days. Additional time, without pay, shall be granted as is needed by the employee up to seven days. The immediate family is defined as the employee's father, mother, grandparents, spouse, children, brother, sister or stepparents; and the father, mother, brother or sister of the then existing spouse, stepchild, and grandchildren.

ARTICLE 26

SENIORITY

An employee's first thirty (30) calendar days of employment shall be considered a probationary period during which time he/she may be terminated for any reason, and he/she shall have no recourse to the grievance or arbitration procedures set forth in this Agreement concerning such termination. Such probationary period may be extended by mutual agreement between the parties. Moreover, no employee shall be given the opportunity to bid on any job opening until he has been employed for a period of at least six (6) months.

The Union and the Company agree that seniority within bargaining units, for employees employed in the classifications set forth in the labor agreement, shall mean the first day an employee reports to the assigned work location. If an employee is

instructed to attend a company required orientation class on a day prior to the first day of actually reporting to the assigned work location, attendance at such Company required orientation class will not count for the purpose of determining competitive seniority. There will be no change in historical practice of paying employees for their attendance at the Company required orientation class (scheduled after the first day the employee reports to the assigned work location) and will in no way interrupt competitive seniority. It is understood that this agreement will only be applied on a prospective basis, beginning June 10, 1981.

The principle of seniority shall be the determining factor in matters affecting layoffs, rehiring, job preference, shift changes and promotions provided the employee possesses the qualifications necessary to satisfactorily perform the work available. Recall from layoff shall be in reverse order of seniority.

FULL-TIME REQUEST LIST AND ASSIGNMENTS. There shall be established and posted a full-time request list. This list shall be made up of the names of employees in the bargaining unit who have made written request during the first fifteen (15) days in January (to be effective from the first workweek in February until the first workweek in August) or for the first fifteen (15) days in July (to be effective from the first workweek in August until the first workweek in February) of each year in which they state their wish to receive a full-time assignment, regardless of the hours or shift. Such written request shall be submitted to the designated Employer representative. This request shall remain in effect until the following request period or until assigned full-time.

The Employer will send the Union a copy of the "full-time request list" no later than March 1 and September 1 of each calendar year. The Employer will notify the Union of Full-time openings.

When a full-time job vacancy arises, and the Employer elects to fill such vacancy as full-time, then the vacancy shall be filled by assignment of the senior most qualified employee in the same classification as the job vacancy who has signed the then current "full-time request" list within the bargaining unit. The employee so assigned shall be required to fill the new assignment regardless of hours, shift or store location within the bargaining unit. It is understood, however, each employee who has made written request for a full-time assignment retains the right to revoke such request by written notice to the designated Employer representative at any time prior to the time he is offered such full-time assignment. If an employee revokes such request, that employee cannot renew his request until the next regular request period.

When a part-time employee is scheduled an average of forty (40) hours for a consecutive twelve (12) week period, the employee shall be offered a full-time position. The twelve (12) consecutive week period cannot be due to the absence of another employee.

Bargaining Note: It is understood that for the purpose of the provision, the

definition of “absence” shall include such things as absence from work due to vacations, holiday, vacated shifts, absence, and illness.

TERMINATION OF SENIORITY. Seniority shall terminate for any of the following reasons:

a. Voluntarily quits.
b. Discharge for just cause.
c. Lay-off for twelve (12) months (full-time); two (2) months (part-time).
d. Failure to return to work in accordance with the terms of a leave of absence.
e. Failure to report for work within three (3) days of receipt of recall notice sent by registered letter to the last address furnished in writing to the Employer by the employee.

SENIORITY LISTS. Bargaining unit seniority lists shall be provided to the Union no more than four (4) occasions during the calendar year, upon request by the Union.

REDUCTION IN HOURS. When a reduction in hours is necessary within the store, as opposed to a layoff in the work force, hours will be reduced from part-time employees in job assignments within the affected classification in reverse seniority order within each store. If, after all part-time employees in the affected classification in the store have either had their hours reduced to twenty (20) or have been laid off, it is still necessary to reduce hours in the store, the least senior full-time employee in the affected classification in the store must have his or her hours reduced to twenty-four (24), before the hours of any other full-time employee in the affected classification are reduced. However, there shall remain one (1) full-time employee in each store.

Notwithstanding the above, the Employer reserves the right to eliminate a full-time position in a bakery. In such cases, the reduced full-time employee shall be immediately given the right to bump as a reduced full-time employee as provided in the "Seniority Right of Full-Time Employees Being Reduced In Hours" section below.

INVOLUNTARY LOSS OF FULL-TIME STATUS. An employee who has achieved the status of regular full-time shall retain that status unless he is scheduled and works less than forty (40) hours per week for twelve (12) consecutive weeks, at which time he shall be reclassified as part-time.

VOLUNTARY REDUCTION TO PART-TIME. A full-time employee, who has requested and has been assigned a part-time schedule, shall immediately be classified as part-time.

SENIORITY RIGHT OF FULL-TIME EMPLOYEES BEING REDUCED IN HOURS. Full-time employees who have been reduced to part-time shall in their second (2nd) consecutive week of such reduced hours, be allowed to exercise their seniority to claim the schedule of a lesser senior full-time employee in the bargaining unit

(employees in Denver must first exercise their seniority as to employees in Denver before exercising their seniority as to an employee in Colorado Springs/Pueblo and vice versa) within their classification whose work they are qualified to perform. The full-time employee so displaced shall be allowed to exercise their seniority to claim the schedule of a lesser senior employee within their classification whose work they are qualified to perform. The third full-time employee so displaced shall be allowed to exercise their seniority to claim the schedule of the least senior employee within their classification whose work they are qualified to perform. Such request must be made to the Store Manager prior to the posting of the following week's schedule. It is understood that the employee may bump at any time between the second (2nd) and eleventh (11th) week of reduction. The least senior employee whose schedule is claimed under this Section shall immediately be assigned to the schedule of the claiming employee.

BARGAINING NOTE: This change does not affect the number of bumps that may occur as provided in the current agreement.

LAYOFFS. When a reduction in the work force is necessary, as opposed to a reduction in hours, the following procedure shall be used:

Lay-offs will begin with the least senior employee within the classification to be reduced within the affected store. The affected person shall be notified and given the following options:

1. A regular full-time employee being laid off may displace the shortest service regular full-time employee within his classification within the bargaining unit. The regular full-time employee so displaced may:
    a. Displace the shortest service part-time employee in the same classification in the bargaining unit.
    b. Displace the least senior employee in the Plant, if the affected employee is qualified to perform the work.
    c. A full-time employee displaced as the result of the permanent closing of their store or bakery, shall be allowed to exercise their seniority to claim the schedule of a lesser senior full-time employee in the bargaining unit within their classification whose work they are qualified to perform. The full-time employee so displaced shall be allowed to exercise their seniority to displace the least senior full-time employee within their classification whose work they are qualified to perform. The third full-time employee so displaced shall be allowed to exercise their seniority in accordance within with 1(a)(b).
    d. Employees in Denver must first exercise their seniority as to employees in Denver before exercising their seniority as to an employee in Colorado Springs/Pueblo and vice-versa.

2. A part-time employee being laid off may displace the shortest service part-time employee within his classification within the bargaining unit.

3. Any employee with displacement rights under the procedures above shall be allowed to take a layoff in lieu of displacing any employee.

4. It is understood that, in any event, only amore senior employee can displace another employee under the procedure.

Laid off employees shall be recalled as needed, in order of seniority, to jobs they are qualified to perform. A full-time employee who has elected to displace a part-time employee under this procedure shall be immediately placed on the full-time request list in seniority order.

TRANSFERS BETWEEN STORES. Transfers from store to store shall not be made for capricious, arbitrary or discriminatory reasons. All employees desiring transfer to another store within the bargaining unit, in order to be near their residence, may indicate their desire for transfer in writing to their Store Manager with a copy to the Union. Such transfers will be considered at the time an opening occurs within their classification and status.

The employer shall allow a full-time retail employee to transfer to the plant to any position that was not bid by a full-time employee of the plant. The employee interested in transfer must send a written request to transfer to the Plant Manager. Part-time employees may transfer only to vacant part-time positions. Such employees must be able to perform the job for which he has requested to transfer.

ARTICLE 27

REDUCTION OF WAGES

Because of the signing of this Agreement, no members or employees shall suffer any reduction in wages or conditions now existing in said shop, unless otherwise agreed between the parties.

ARTICLE 28

POSTING

A copy of this Agreement shall be placed in conspicuous place in the Bakery department and shall not be torn down or destroyed. The Company shall provide a protective plastic covering for the Agreement. The Company shall provide space in the in-store bakeries for posting of the current agreement.

ARTICLE 29

SAVING CLAUSE

The agreement, including all of its provisions, shall be subject to and shall not

operate in contravention of any Federal or State law or laws. The provisions of this agreement are severable and the legal invalidity of any provision or provisions shall not affect or invalidate other provisions.

ARTICLE 30

REPORTING FOR WORK

Any regular employee reporting for work must be paid for the day's work, except if a store is shut down due to an emergency. The Employer shall make reasonable effort to notify employees not to report to work in such instances whenever possible.

ARTICLE 31

HEALTH AND SANITATION

All shops shall be kept in a sanitary condition.

The Employer agrees to provide white aprons and hats when required, at least daily. The Employer agrees to provide one hairnet and one beardnet to each employee required to use a hairnet and/or beardnet by the Employer, and such additional on a replacement basis.

Employees may wear street clothes in the in-store bakeries, which conform to dress standards set forth for bakery sales clerks. They will be provided with smocks, aprons, uniforms and hats as required by the Employer, and in such case the items provided, will be cleaned by the Employer except for drip-dry material.

ARTICLE 32

INJURY ON THE JOB

In the event an employee is injured on the job to the extent that he cannot complete his work shift, he shall be paid the balance of that shift on the day of the injury only.

Employees must immediately notify their supervisor of any injury.

ARTICLE 33

GENDER

Wherever the masculine gender is used in this Agreement, it shall be deemed to include the feminine gender.

ARTICLE 34

TRAVEL PAY

When an employee is transferred from one location to another location during his

workday, reasonable time spent in traveling between said locations shall be considered as time worked. Assigned travel between the stores in the employee's personal vehicle shall be reimbursed in the amount established by the Employer for reimbursement to its non-bargaining unit employees (but not less than the IRS rate), exclusive of travel to and from the employee's home. Such payment will normally be made on a weekly basis.

ARTICLE 35

ENTIRE AGREEMENT

The parties to this Agreement acknowledge and agree this Agreement is the full and complete agreement between the parties. It is further agreed that any previous letters of understanding, supplemental agreement, written or oral agreements or understandings or any other matter not specifically made a part of this Agreement or incorporated therein by reference shall be null, void, and unenforceable as of the date of this Agreement, unless within one (1) year subsequent to the date of execution of this Agreement it is mutually agreed to renew such for the duration of this Agreement. It is also agreed that no future letters of understanding, supplemental agreement, written or oral agreements shall be valid or enforceable until reduced to writing and signed by authorized personnel of the parties to this Agreement.

ARTICLE 36
ACQ Bucket Hours

When an employee (not at the “thereafter” rate) is promoted from a lower classification to a higher classification, the employee’s wage shall remain the same or be advanced to the next higher wage rate if the rate does not exist in their new classification. At this point, the employee will receive credit for all hours worked with the company and those hours will determine their pay level in the new classification. The employee will then work the necessary hours in that step before receiving their next pay increase.

When an employee (at the “thereafter” rate) is promoted from a lower classification to a higher classification, the employee’s wage shall remain the same or be advanced to the step below the “thereafter” rate in their new job class, whichever is higher. At this point, the employee will receive credit for all hours worked with the company. The employee will then be required to work the last progression step of hours before moving in tot the “thereafter” rate in their new role.

Similarly, an employee that moves from a higher classification to a lower classification will receive credit for all hours worked with the Company and those will determine their pay level in the new classification (even if this results in a decrease in pay)

ARTICLE 37

NO FREE WORK

It is intended that there shall be no "free" or "time off the clock" work practices under this Agreement. Any employee found by the Employer or by the Union to be engaging in such unauthorized practice shall be subject to discipline up to and including discharge.

ARTICLE 38

TECHNOLOGICAL CHANGE

The Employer recognizes that there is a desire to protect and preserve work opportunities, and at the same time the Union recognizes that the Employer has a right to avail itself of modern technology. With this objective, the parties agree as follows:

In the event the Employer introduces major technological changes which would have an immediate direct impact of laying off employees, thirty (30) days, advance notice of said change will be given to the Union. The Union shall have the right during such thirty, (30) day period to request a meeting with the Employer to discuss the impact of such technological change.

1.) Any retraining necessary will be furnished by the Employer at no expense to the employees.

2.) Where retraining is not applicable, the employee may exercise his or her rights pursuant to Article 26, Seniority. Where employees are laid off, the severance pay article shall come into effect as written.

ARTICLE 39

RIGHTS OF MANAGEMENT

The employer retains the right to manage the stores, to direct the working forces, and to make necessary reasonable rules and regulations for the conduct of business, providing that said rules and regulations are not in conflict with the terms of this Agreement in any way, and to establish reasonable standards of dress.

ARTICLE 40

STORE CLOSING

Severance Pay Upon Termination When Store is Sold or Closed. In the event the Employer closes or sells a store and employees are terminated as a result thereof, pay equal to one week's pay for each year of continuous service commencing with the third (3rd) year of continuous service for employees, up to, but not to exceed

eight (8) weeks' pay at their regular rate. However, those employees who have an incomplete year of continuous service as an employee will receive pro-rata severance pay for that year as follows:

0 –3 months equals twenty-five (25) percent of a week's pay.

3 – 6 months equals fifty (50) percent of a week's pay.

6 – 9 months equals seventy-five (75) percent of week's pay.

Over 9 months equals one week's pay.

Severance pay shall be computed based on the average hours worked per week for the fifty-two (52) weeks preceding a voluntary lay-off or termination.

The Employer shall continue contributions to the Pension and Health and Welfare Trust Funds for three (3) full months following termination on an hourly basis in direct relationship to the severance pay received for those employees who receive severance pay, except those employees who secure employment with a contributing Employer in the Pension and Health and Welfare Trust Funds.

All monies due employees, including severance pay, shall be paid in a lump sum upon termination.

An employee who is terminated and who is eligible for severance pay and accepts severance pay forfeits his seniority and has no recall rights. However, an employee may elect to accept voluntary layoff not to exceed ninety, (90) days. At the end of the ninety, (90) day period, if he has not been recalled, he will be paid severance pay and forfeit his seniority. Any extensions of the ninety, (90) day period must be agreed upon in writing and signed by the employee, a representative of the Union and the Employer. In no case will such extension exceed a total of six (6) months from the date the employee accepted the layoff.

If an employee if offered a transfer or other employment with the Employer within twenty (20) miles of the store in which he was last working and he refuses to accept the transfer or other employment with the Employer he forfeits his rights to severance pay and pensions and health and welfare contributions.

If a store is sold and the successor Employer offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article and the new job is comparable, then no provisions of this Article shall apply.

The Employer agrees to give to the employees and the Union four (4) weeks' notice in advance of a store closing or sale. When such notice is given, and employee shall remain with the Employer until the store closes, or forfeit his rights under this Article, unless mutually agreed to by the employee, Employer and Union.

No benefits shall accrue under the terms of this Article unless the Employer

makes a business decision to close or sell a store. If a store closing is caused by fire, flood, storm, land condemnation or remodeling then this Article shall not apply.

It is understood and agreed that employees can exercise their seniority rights under the Layoff Article (including the right to exercise their seniority to bump to the plant as provided in the Layoff Article); however, if they exercise such seniority rights, the provisions of this Article shall be null, void and not applicable.

Employees may exercise their seniority rights to bump the least senior employee in their classification in the bargaining unit closest to their home, provided all stores in the affected bargaining unit have closed; however, if they exercise such seniority rights, the provisions of this Article shall be null, void and not applicable.

ARTICLE 41

TERM OF AGREEMENT

This Agreement shall be in full force and effect from and after **:** October 19, 2021 and continues and remains in full force and effect through October 19, 2024, unless either of the parties shall give written notice to the other party of his or its desire to negotiate changes, said notice to be given on or before August 20, 2024.

During the life of this Agreement, the Company may re-open the contract by notifying the Union thirty (30) days in advance for the sole purpose to negotiate employee co-premiums for health benefits. However, the Union reserves the right to take economic action against the Company should an Agreement not be reached without violating Article 21 of this Agreement.

King Soopers	**BCT&GM Local No. 26**
Date	Date

APPENDIX "A" – Retail

King Soopers: Baker & Cake Decorator Rates As follows (Denver City)
For Stores under Denver City Minimum Wage - 1,5,7,19,21,26,29,35,56,72,83,93,115,123

Baker					New CBA		
Based On Hours Worked	Effective:	12/26/21	$ Increase	**Progression**	**10/17/21**	**10/16/22**	**10/15/23**
Hours Per Step:	Start	$15.87	$0.43	Start	$16.30	$16.50	$17.00
520	After 520 Hours	$16.12	$0.43	After 520 Hours	$16.55	$16.95	$17.50
1040	After 1560 Hours	$16.37	$0.43	After 1560 Hours	$16.80	$17.40	$18.00
1040	After 2600 Hours	$16.62	$0.58	After 2600 Hours	$17.20	$17.85	$18.50
1040	After 3640 Hours	$16.87	$0.73	After 3640 Hours	$17.60	$18.30	$19.00
1040	After 4680 Hours	$17.12	$0.88	After 4680 Hours	$18.00	$18.75	$19.50
1040	After 5720 Hours	$17.37	$1.03	After 5720 Hours	$18.40	$19.20	$20.00
1040	After 6760 Hours	$17.62	$1.18	After 6760 Hours	$18.80	$19.65	$20.50
1040	After 7800 Hours	$18.09	$2.92	After 7800 Hours	$21.01	$21.81	$22.61
	Grandfathered	$19.97	$2.00	Grandfathered	$21.97	$22.77	$23.57

Cake Decorator					New CBA		
Based On Hours Worked	Effective:	12/26/21	$ Increase	**Progression**	**10/17/21**	**10/16/22**	**10/15/23**
Hours Per Step:	Start	$15.87	$1.73	Start	$17.60	$18.30	$19.00
1040	After 1040 Hours	$16.12	$1.88	After 1040 Hours	$18.00	$18.75	$19.50
1040	After 2080 Hours	$16.37	$2.03	After 2080 Hours	$18.40	$19.20	$20.00
1040	After 3120 Hours	$16.62	$2.18	After 3120 Hours	$18.80	$19.65	$20.50
1040	After 4160 Hours	$18.93	$2.08	After 4160 Hours	$21.01	$21.81	$22.61

King Soopers: Baker & Cake Decorator Rates As follows (excluding Denver City Stores)

Baker					New CBA		
Based On Hours Worked	Effective:	12/26/21	$ Increase	**Progression**	**10/17/21**	**10/16/22**	**10/15/23**
Hours Per Step:	Start	$12.76	$3.24	Start	$16.00	$16.50	$17.00
520	After 520 Hours	$12.86	$3.54	After 520 Hours	$16.40	$16.95	$17.50
1040	After 1560 Hours	$12.96	$3.84	After 1560 Hours	$16.80	$17.40	$18.00
1040	After 2600 Hours	$13.06	$4.14	After 2600 Hours	$17.20	$17.85	$18.50
1040	After 3640 Hours	$13.50	$4.10	After 3640 Hours	$17.60	$18.30	$19.00
1040	After 4680 Hours	$14.00	$4.00	After 4680 Hours	$18.00	$18.75	$19.50
1040	After 5720 Hours	$15.50	$2.90	After 5720 Hours	$18.40	$19.20	$20.00
1040	After 6760 Hours	$16.00	$2.80	After 6760 Hours	$18.80	$19.65	$20.50
1040	After 7800 Hours	$18.09	$2.92	After 7800 Hours	$21.01	$21.81	$22.61
	Grandfathered	$19.97	$2.00	Grandfathered	$21.97	$22.77	$23.57

Cake Decorator					New CBA		
Based On Hours Worked	Effective:	12/26/21	$ Increase	**Progression**	**10/17/21**	**10/16/22**	**10/15/23**
Hours Per Step:	Start	$13.79	$3.81	Start	$17.60	$18.30	$19.00
1040	After 1040 Hours	$14.65	$3.35	After 1040 Hours	$18.00	$18.75	$19.50
1040	After 2080 Hours	$15.50	$2.90	After 2080 Hours	$18.40	$19.20	$20.00
1040	After 3120 Hours	$16.50	$2.30	After 3120 Hours	$18.80	$19.65	$20.50
1040	After 4160 Hours	$18.93	$2.08	After 4160 Hours	$21.01	$21.81	$22.61

LUMP SUM BONUS: Effective June 18, 2017, a thirty cents ($0.30) per hour bonus shall be paid to all active employees working at the top (or "Thereafter") pay rate or above for their classification based on the straight-time hours worked in the twelve (12) months preceding June 18, 2017.

Rate Determination

Effective upon July 17, 2016, current employees will enter the newly revised wage scales in the following manner:

- Employees making less than the new entry rate per hour will immediately, upon July 17, 2016 receive the new entry rate per hour.
- Employees whose current wage is not found on the newly negotiated wage scale and between the new entry rate and the new top rate will be moved to the next higher wage rate from their current pay rate, and they will be required to work in that step for the designated period of time.
- Employees whose wage is found in the newly agreed wage scale will move to the same rate in the newly negotiated wage scale and shall receive credit for the hours worked and will progress to the next wage step after finishing the balance of hours.

Any grievance over recognition given an employee for comparable work experience at the time of his employment must be filed pursuant to the terms and conditions of the grievance procedure of this Agreement.

The Employer retains the right to advance an inexperienced employee to the thereafter rate at any time during the progression period.

Employees hired after June 4, 1983 who are transferred to another job classification shall be paid the same rate of pay they received prior to the transfer for a thirty (30) day period, which period may be extended for an additional thirty (30) days by mutual agreement in writing between the Employer and the Union. After said period, the transferred employee's rate of pay will be adjusted upward to the closest step progression in his new classification.

The Employer retains the right to advance an inexperienced employee to the thereafter rate at any time during the progression period.

Employees hired after June 4, 1983 who are transferred to another job classification shall be paid the same rate of pay they received prior to the transfer for a thirty (30) day period, which period may be extended for an additional thirty (30) days by mutual agreement in writing between the Employer and the Union. After said period, the transferred employee's rate of pay will be adjusted upward to the closest step progression in his new classification.

KING SOOPERS

AND

BCT & GM LOCAL 26

LETTER OF AGREEMENT

Full Time Review

The parties agree to the following Letter of Intent:

Within ninety (90) days of July 14, 2016 the Company will agree on a one-time basis, and not subject to the grievance and arbitration procedure, to review by store in the trialing fifty-two (52) week period ending May 28, 2016 to identify any part-time employee who during that period worked, straight-time plus vacation, a total of 2080 or more hours within the same classification and store shall be advanced.

KING SOOPERS, INC	**BCT & GM LOCAL 26**
BY:_____	BY:_____
DATE:_____	DATE:_____

LETTER OF UNDERSTANDING

BETWEEN

KING SOOPERS, INC

AND

BCT & GM LOCAL 26

MINIMUM WAGE

Effective on July 3, 2016 in the event Federal or State minimum wage increases during the term of this Agreement to a rate greater than the starting rate, the new rate will be at least twenty cents ($0.20) per hour above the minimum wage and each rate above will be at least ten cents ($0.10) per hour higher than the previous rate in the progression schedule.

Bargaining Note: In applying the provision 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.

KING SOOPERS, INC	**BCT & GM LOCAL 26**
BY:_____	BY:_____
DATE:_____	DATE:_____

Name: King Sooper
Account No. 9726-A
Local No. 026

BAKERY AND CONFECTIONERY UNION AND
INDUSTRY INTERNATIONAL PENSION FUND

Standard Collective Bargaining Clause

It is hereby agreed to provide pension and retirement benefits as follows:

a. The Employer hereby agrees to be bound as a party by all the terms and provisions of the Agreement and Declaration of Trust dated September 11, 1955, as amended, establishing the Bakery and Confectionery Union and Industry International Pension Fund (hereinafter called the Pension Fund) and said Agreement is made part hereof by reference.

b. Commencing with the Effective Date(s) stated in Paragraph c., the Employer agrees to make payments to the Pension Fund for each employee working in job classifications covered by a Collective Bargaining Agreement between the Employer and the Union, as follows:

> For each hour or portion thereof, which an employee works in such a job classification or receives pay in lieu of work (such as holiday, vacation, sick leave, pro rata vacation, and severance pay), the Employer shall make a contribution as stated in Paragraph c. to the Pension Fund up to a maximum of 40 hours in any one-week period. (The stated maximum does not apply to pro rata vacation or severance pay.)

Contributions shall be paid from the first day the employee begins working in a job classification covered by the Collective Bargaining Agreement between the Employer and the Union and shall be paid on behalf of all employees in covered job classifications -- there are no exceptions for employees who are not members of the Union, temporary, seasonal, part-time employees, leased employees or for any other type of employee. The term "employee" does not include a self-employed person, corporate officer, owner or partner, as defined in Section 1.09 of the Pension Fund Rules and Regulations.

c. The payments made in accordance with (b) above shall be allocated as follows:

	Effective 06/08/14	Effective 06/08/15	Effective 06/08/16
	$1,000 Rate	$1,000 Rate	$1,000 Rate
Plan A	$ 1.2100	$ 1.2100	$ 1.2100
Plan C	0.2000	0.2000	0.2000
Plan CC			
Plan G	0.3000	0.3000	0.3000
Plan D3%	0.3000	0.3000	0.3000
Surcharge GM			
10% Surcharge Zone	0.2010	0.2010	0.2010
5% Schedule Rate	0.1106	0.2266	0.3485
Total Hourly	$ 2.3216	$ 2.4376	$ 2.5595

	Effective 06/08/17	Effective 06/08/18	Effective 06/08/19
	$1,000 Rate	$1,000 Rate	$1,000 Rate
Plan A	$ 1.2100	$ 1.2100	$ 1.2100
Plan C	0.2000	0.2000	0.2000
Plan CC			
Plan G	0.3000	0.3000	0.3000
Plan D3%	0.3000	0.3000	0.3000
Surcharge GM			
10% Surcharge Zone	0.2010	0.2010	0.2010
5% Schedule Rate	0.4765	0.6109	0.7520
Total Hourly	$ 2.6875	$ 2.8219	$ 2.9630

DS SW

d. It is agreed that the Pension Plan adopted by the Trustees of the Pension Fund shall be such as will qualify for approval by the Internal Revenue Service of the United States Treasury Department, so as to enable the Employer to treat contributions to the Pension Fund as a deduction for income tax purposes.

e. Contributions provided for herein shall be paid monthly and shall be accompanied by a completed remittance report. Both payment and report are due on the tenth day of the month following the month covered by the report. In the event the Employer fails promptly to pay amounts owed, the Employer shall pay such collection costs, including court costs and reasonable attorneys' fees, as the Pension Fund shall incur, and shall pay interest at such rate as the Trustees shall fix from time to time.

f. The payments so made to the Pension Fund shall be used by it to provide retirement benefits for eligible employees in accordance with the Pension Plan of said Fund, as determined by the Trustees of said Fund, to be applied to the eligible employees based on the amount of employer contribution.

g. This clause encompasses the sole and total agreement between the Employer and the Union with respect to pensions or retirement. If any other agreement between the Employer and the Union (including the Collective Bargaining Agreement) contains provisions inconsistent with this clause, those inconsistent provisions shall have no force and effect with respect to the obligations and agreements set forth herein.

h. This clause is subject in all respects to the provisions of the Labor-Management Relations Act of 1947, as amended, and to any other applicable laws.

Employer King Soopers

Location * Retail - #9726-A

By _____

Date 7/13/16

Bakery, Confectionery, Tobacco Workers and Grain Millers International Union Local No. 26 ("the Union")

By _____

Date 7/13/16

* Specify location if Employer has more than one collective bargaining agreement covering employees in different operations or facilities.

A-3006-7
Rev. 11/12

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9726A-KingSooper 10%-then election 06-08-14

MEMORANDUM OF UNDERSTANDING
BETWEEN KING SOOPERS / CITY MARKET AND
BCT&GM Local 26,
REGARDING
COLORADO'S HEALTHY FAMILIES AND WORKPLACES ACT &
PUBLIC HEALTH AND EMERGENCY WHISTLEBLOWERS ACT

The parties to this Memorandum of Understanding ("MOU") are King Soopers/City Market ("King Soopers") and the BCT&GM . The parties recognize two new Colorado laws: the Healthy Families and Workplaces Act (the "HFWA") (enacted July 14, 2020) and the Public Health Emergency and Whistleblowers Act ("PHEW") (enacted July 11, 2020) that should be addressed in their collective bargaining agreement(s) ("CBA"). In an effort to ensure full compliance with these new laws, the parties incorporate these provisions into their CBA(s) currently in effect. Nothing in this MOU shall limit the parties' rights to bargain for any of the benefits described below in future negotiations. This MOU shall apply to all CBA(s) between King Soopers and BCT&GM Local 26 as follows:

1. King Soopers associates will accrue one (1) hour of paid sick leave for every thirty (30) hours worked starting from their first day of employment or January 1, 2021, whichever is later. Up to forty-eight (48) hours of paid sick leave per year.

2. Associates may use their accrued paid sick leave for the sickness, safety, and caregiving purposes described below. Paid sick leave may be used as soon as it is accrued, and must be taken in one (1) hour increments.

3. Associates will be paid their regular hourly rate for all hours in which leave is taken. Benefits will be maintained. This regular hourly rate does not include overtime or bonus pay, and paid sick leave is not considered "hours worked" for purposes of determining whether an associate is entitled to overtime in a given workweek.

4. When leave is foreseeable, King Soopers expects associates to make a good faith effort to provide advance notice of their need for leave and to schedule the leave in a manner that does not unduly disrupt King Soopers' operations.

5. King Soopers will allow associates to use their accrued paid sick leave to be absent from work when the associate has a mental or physical illness, injury, or health condition that prevents the associate from working; needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or needs to obtain preventative medical care. King Soopers will not consider the fear or anxiety of contracting a communicable illness that is a cause of a public health emergency to be a mental or physical illness, injury, or health condition that prevents an associate from working, but will consider accommodations to an associate who has a health condition which would allow the employee to perform alternative work or jobs.

6. King Soopers will also allow associates to use their accrued paid sick leave to be absent from work when the associate needs to care for a Family Member who has a mental or physical illness, injury, or health condition; needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or needs to obtain preventative medical care.

7. "Family Members" include any person who is related to the associate by blood, marriage, civil union or adoption, as well as a child to whom the associate is standing in loco parentis or a person who stood in loco parentis to the associate, as well as a person for whom the associate is responsible for providing or arranging health or safety related care.

8. If an associate or Family Member is the victim of domestic abuse, sexual assault, or harassment, King Soopers will allow the associate to use accrued paid sick leave for the following "safe" time purposes: seeking medical attention to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment; obtaining services from a victim services organization; obtaining mental health or other counseling; seeking relocation due to the domestic abuse, sexual assault, or harassment; or seeking legal services, including preparing for or participating in a civil or criminal proceeding related to or resulting from the domestic abuse, sexual assault, or harassment.

9. For leaves lasting four (4) or more consecutive workdays, King Soopers may request reasonable documentation to establish that the paid sick leave was used for one of the sickness, safety, or caregiving purposes described above.

10. In the event of a Public Health Emergency ("PHE"), King Soopers will allow associates to use accrued paid sick leave if a public official orders the closure of the King Soopers location where the associate normally works, or orders the closure of the school or place of care of an associate's child and the associate needs to care for the child.

11. King Soopers will not pay out accrued but unused paid sick leave upon an associate's separation from the company. However, if an associate separates from King Soopers and is rehired within six (6) months after the separation, King Soopers will reinstate any accrued but unused paid sick leave from the associate's previous employment.

12. Certain leave, such as FMLA and/or FFCRA leave, may run concurrently with paid sick leave.

13. Where the paid sick leave benefits set forth in this MOU overlap with benefits provided in a collective bargaining agreement or trust fund, the paid sick leave benefits and parameters set forth in this MOU shall apply first.

14. The parties agree that the HFWA allows for federal preemption under the Taft-Hartley Act and ERISA for collective bargaining agreements and trust funds that provide for paid sick leave benefits. Specifically, the HFWA is preempted when associates covered by a collective bargaining agreement in effect as of January 1, 2021 enjoy equivalent or more

generous paid sick leave benefits as compared to those required by the HFWA. In addition, the HFWA provides that bargaining parties may expressly waive the application of the HFWA's provisions in future collective bargaining agreements if associates covered by such agreements will enjoy equivalent or more generous paid sick leave benefits as compared to those required by the HFWA.

15. The parties agree that the paid sick leave, vacation, personal holiday, and short-term disability benefits available to associates under this MOU and the terms of the collective bargaining agreements are more generous than those required by the HFWA. As a result, the parties agree that any disputes related to paid sick leave benefits must be resolved according to the grievance and arbitration processes set forth in the applicable collective bargaining agreements. Any attempt to resolve grievances or disputes related to paid sick leave benefits according to the administrative or judicial remedies set forth in the HFWA will be deferred to the grievance and arbitration processes set forth in the applicable collective bargaining agreements.

16. The parties agree that the administrative and civil remedies set forth in PHEW, which prohibits employers from retaliating against associates who raise concerns about workplace safety wish to wear their own PPE during a PHE, are also preempted by the grievance and arbitration processes set forth in the collective bargaining agreements. Accordingly, all disputes about matters within the scope of PHEW—including but not limited to grievances and disputes related to capacity limitations, sanitization protocols, social distancing, masking, PPE use, or an associate's fears or anxiety about contracting a communicable illness that is a cause of a PHE in the workplace—must be resolved according to the grievance and arbitration processes set forth in the applicable collective bargaining agreements. Any attempt to resolve grievances or disputes related to matters of workplace safety during a PHE according to the administrative or judicial remedies set forth in PHEW will be deferred to the grievance and arbitration processes set forth in the applicable collective bargaining agreements.

17. The parties agree that any discussions which either party may wish to have regarding changes or additions to the relevant trust fund provisions or other related benefits in the CBA(s), in light of the HFWA and/or PHEW, will be the subject of bargaining.

18. Any disputes regarding the terms of this MOU and circumstances under which this MOU applies shall be processed through the grievance and arbitration procedures set forth in the applicable collective bargaining agreement(s).

Dated this 22ND day of December, 2020.

KING SOOPERS/CITY MARKET	BCT&GM LOCAL 26
By: _____	By: _____
Name: Nicole Bergin	Name: Clifton Horton President BCTGM #26

LETTERS OF AGREEMENT

RETAIL

The following Letters of Agreement and Understanding shall be continued or incorporated into the contract whose dates are June 19, 2016 to October 19, 2019. It is the Company's intent to delete any Letter not specifically mentioned herein

1. Expedited Arbitration Procedures signed by Steve DiCroce and Wayne Brewer dated 2/13/90.

2. Grievance Mediation signed by Susan Meader and Wayne Brewer dated 2/13/90.

3. Letter of Understanding Broomfield signed by Steve DiCroce and Wayne Brewer dated 2/27/90.

4. Letter of Understanding No. 67 signed by Susan Meader and Wayne Brewer dated 11/19/90.

5. Recognition of Bakers and Cake Decorators No. 67 signed by Susan Meader and Wayne Brewer dated 11/29/90.

6. Reclassification of Baker II's/Rate of Pay signed by Steve DiCroce and Wayne Brewer dated 3/6/91.

7. Layoffs of Bakers and Cake Decorators in Colorado Springs/Pueblo signed by Susan Meader and Wayne Brewer dated 9/16/93.

8. Seniority Dates signed by Susan Meader and Wayne Brewer dated 10/18/94.

9. Full-Time Cake Decorators signed by Susan Meader and Wayne Brewer dated 10/18/94.

10. Transfers signed by Stephanie Bouknight and Avron Bergman dated 7/25/97.

11. General duties of Bakers/Cake Decorators signed by Ray Valdez and Bernie Siebert dated 8/4/87.

12. Transfers between bargaining units dated 4/2002.

EXPEDITED ARBITRATION PROCEDURES

#1

Letter of Agreement

Between

King Soopers, Inc.

And

Bakery, Confectionery and Tobacco Workers

International Union, AFL-CIO, CLC, Local No. 26

The parties' signatory below agrees to adopt an expedited arbitration procedure as outlined below. Notwithstanding the provisions of such agreement, the parties recognize that arbitration already scheduled prior to the effective date of this agreement shall be arbitrated as in the past and not subject to the provisions of this agreement unless the parties mutually agree to do so.

Arbitrator David Goodman shall be selected as the arbitrator to hear cases arising under this procedure. The parties will contact the arbitrator to set dates to hear arbitrations under these procedures as needed.

The parties shall meet periodically to review cases pending arbitration and to schedule cases for arbitration under this procedure. Should a case scheduled for arbitration be settled prior to the scheduled date, the parties will make an earnest effort to substitute another case for the scheduled date.

Except as otherwise set forth in this agreement, all discipline cases, including discharges, shall be subject to the provisions of this procedure. Contract interpretation cases, upon mutual agreement by both parties, shall also be subject to this procedure. For discipline cases, other than discharges, both parties agree, where practical, to schedule at least two such cases to be heard on one day with the understanding that the presentation of such cases shall not exceed four hours, with both sides being allocated two hours for the presentation of their case and cross-examination of witnesses of the opposing side.

For all discipline cases, including discharges, both parties will make closing oral arguments unless mutually agreed otherwise, and the arbitrator will issue a brief written award. Where practical, the parties will direct the arbitrator to issue a written bench decision and summarize his decision in a one-page letter following the arbitration. The arbitrator, at his discretion, may request no more than seven days to deliberate on the issues of a particular case. In this regard, an arbitrator will issue his award within fourteen days following the close of the hearing.

Both parties will direct the arbitrator to issue a brief explanation as to the reasons for this award. In the case of contract interpretive matters, both parties recognize the need to file briefs and have the arbitrator write a detailed decision. In this regard, both parties agree to file briefs within two weeks following the close of the hearing and will direct the arbitrator to issue an abbreviated decision which details only the arbitrator's award with in two weeks following the receipt of briefs. The arbitrator will then issue a detailed decision within thirty days following receipt of the briefs by the parties.

Either party may, by notification to the other prior to a case being scheduled, exclude a particular case from the provisions of this agreement. In this case, the arbitration shall be scheduled and handled under the normal procedure.

Provisions of this agreement are hereby entered into by both parties signatory below and in full force and effect, unless either party, through written notification to the other party, gives thirty (30) days written notice of their intent to cancel this agreement. In this regard, the parties agree that cases scheduled for arbitration under this procedure shall proceed to arbitration as provided above.

The original document was signed by Stephen J. DiCroce and Wayne Brewer on 2/13/90 and is on file at the King Soopers Labor Relations Dept.

GRIEVANCE MEDIATION

#2

MEMORANDUM OF AGREEMENT

King Soopers, Inc. and the Bakery, Confectionery and Tobacco Workers' International Union, AFL-CIO, CLC, Local No. 26 AGREE TO ENTER INTO THIS agreement to selectively use mediation to achieve a mutually satisfactory resolution of certain formal grievances. This agreement supplements and modifies all current Collective Bargaining agreements between the parties.

The following procedure will be followed whenever a grievance is selected to be mediated:

1. Once a grievance has been requested for arbitration, the parties may agree to submit the grievance to a Mediation Conference as outlined below:

    a. The parties agree to the selection of David Goodman as the impartial mediator. Dates will be obtained from the mediator as needed.

    b. Representatives shall be by non-attorney members of the respective organization. The grievant and location manager may be present for the conference. Each party shall be permitted to have not more than two additional observers. Observers shall not be permitted to offer testimony or make oral statements.

    c. The proceedings shall be informal and the formal rules of evidence shall not apply. Each party will make a brief presentation of the facts of their case not to exceed 15 minutes. The grievant and location manager may also make an oral explanation of their case not to exceed five minutes. The parties may also submit other written evidence, statements, etc. to the mediator, witnesses and oral testimony provided, that such testimony does not exceed the 20 minute total set forth above.

    d. The mediator will have the authority to meet with each party separately and to recommend a reasonable settlement to the grievance. The mediator shall have the authority to compel the resolution of the grievance. Grievances withdrawn, dropped, or resolved through a settlement agreement, as set forth in this process, shall be considered final and binding and may not be further processed to arbitration.

    e. All settlements, drops, or withdraws shall be on a non-precedent setting basis and without prejudice to either party.

f. The parties agree to attempt to schedule multiple grievances per mediation conference where possible. Further, the parties agree to share expenses of the mediator.

This agreement shall be effective on the date of execution of this agreement and may be canceled by either party upon thirty-day written notice to the other party.

The original document was signed by Susan M. Meader and Wayne Brewer on 2/13/90 and is on file at the King Soopers Labor Relations Dept.

BROOMFIELD

#3

LETTER OF AGREEMENT

Where an election has been held by the National Labor Relations Board on behalf of the Bakery, Confectionery and Tobacco Workers' International Union, AFL-CIO, CLC, Local No. 26 regarding the Union's assertion that it represented a majority of bakery production employees in an appropriate bargaining unit at 5105 West 120th Avenue in Broomfield, Colorado, and

Where the Union won a majority of the votes cast by members of the bargaining unit and was certified as the collective bargaining representative of the unit, therefore

King Soopers and Bakery, Confectionery and Tobacco Workers' International Union, AFL-CIO, CLC, Local No. 26 hereby agrees as follows:

> That effective February 25, 1990, the employees of the Broomfield bargaining unit shall be accreted into the Denver bargaining unit and by this agreement the Denver bargaining unit definition shall be expanded to cover the inclusion of this unit. Seniority dates of employees shall remain the same. All other terms and conditions of employment for the Broomfield bargaining unit shall be as provided in the Denver Labor Agreement and shall be effective on that date. Effective February 24, 1990, employees shall cease to participate in the Company's Profit Sharing and Retirement Plan and Health Plan (A).

The original document was signed by Stephen J. DiCroce and Wayne Brewer on 2/27/90 and is on file at the King Soopers Labor Relations Dept.

STORE 67

#4

LETTER OF AGREEMENT

King Soopers, Inc. and Bakery, Confectionery and Tobacco Workers' International Union, AFL-CIO, CLC, Local No. 26 hereby agree as follows:

1.) The Company shall grant the Union a cross card check for recognition for full-time and part-time bakery production and cake decorators at the Employer's store at 17761 Cottonwood Drive, Parker, Colorado, provided that such card check is requested and conducted by the Union within 30 days of this Agreement.

2.) The parties agree that in the event that recognition is achieved the employees of such unit shall be accreted to the Denver Retail Bakers Agreement. It is understood that such employees shall not be subject to the District Scheduling Letter of Understanding. For the Parker store only, the Employer may continue its practice of allowing clerks and management to perform work historically performed by bakers and decorators, provided that such employees are not scheduled to do such work, and that the Employer may continue to assign bakers and decorators to perform clerk duties. It is further understood that the employer retains the right to discontinue its practice of assigning non-unit work to bakers and decorators at any time.

The terms and conditions of a new collective bargaining agreement shall begin the first Sunday following ratification and shall terminate June 7, 1997. Employees shall cease to participate in the Employer's Profit Sharing Plan and Health and Welfare plans on the last day of the month of ratification of this agreement and shall participate in the plans in the Denver Retail Bakers Agreement effective the first of the month following ratification of this agreement.

3.) For card check purpose only, a majority of cards signed by employees on the active payroll for week ending October 27, 1990, shall be considered. Cards signed prior to April 27, 1990, shall not be considered.

4.) The Union agrees to withdraw its petition for recognition #27-RC-7148 filed with the National Labor Relations Board.

The original document was signed by Susan M. Meader and Wayne Brewer on 11/19/90 and is on file at the King Soopers Labor Relations Dept.

RECOGNITION OF BAKERS AND CAKE DECORATORS AT STORE #67

#5

LETTER OF UNDERSTANDING

Between

King Soopers, Inc.

And

BC&T Local No. 26

This letter shall serve to confirm the results of the card check conducted on the above referenced unit on Wednesday, November 28, 1990.

Whereas a majority of the employees working in the above described unit have authorized the Bakery, Confectionery and Tobacco Workers' International Union, AFL-CIO, CLC, Local No. 26 to represent them for the purpose of collective bargaining, the Company agrees to accrete these employees into the Denver Retail Bakers Agreement as set forth in the Letter of Agreement dated November 19, 1990.

It is further understood that you will notify us when the membership has ratified the above action and we can implement the terms and conditions of the new collective bargaining agreement.

The original document was signed by Susan M. Meader and Wayne Brewer on 11/29/90 and is on file at the King Soopers Labor Relations Dept.

RECLASSIFICATION OF BAKER II'S/RATE OF PAY

#6

LETTER OF UNDERSTANDING
Between
King Soopers, Inc.
And
Bakery, Confectionery and Tobacco Workers'
International Union, AFL-CIO, CLC, Local No. 26

I) Reclassification of Baker II's

Whereas during the negotiation of the recent contract extension the reclassification of Baker II's was discussed,

Whereas, a dispute has arisen as to the Baker II's which were to be included in the reclassification,

Whereas a need to clarify those Baker II's who were to be included in the reclassification has become necessary, the parties above herby agree as follows:

The expressed agreement during the contract extension was to elevate bakers classified as Baker II's that were red-circled and hired as Baker II's prior to 7/31/87 to the Baker I classification.

II) Rate of Pay

On a non-precedent setting basis, the Company agrees to advance the below listed Baker II's who were properly classified at the Baker II classification on 9/2/90 to the Baker II thereafter rate of $10.65/hour effective 2/24/91:

Randal Taylor	Doristine Harris	Christine Kuhns
Dixon Barta	Saleh Ajour	

III) It is understood that this Letter of Agreement resolves all present and future disputes regarding these issues.

The original document was signed by Stephen J. DiCroce on 3/6/91 and Wayne Brewer on 3/8/91 and is on file at the King Soopers Labor Relations Dept.

LAYOFFS OF BAKERS AND CAKE DECORATORS IN THE COLORADO SPRINGS/PUEBLO BARGAINING UNIT

#7

LETTER OF AGREEMENT

Between

King Soopers, Inc. and BC&T Local No. 26

King Soopers Inc. and Bakery, Confectionery and Tobacco Workers' International Union, AFL-CIO, CLC, Local No. 26 agree prospectively that for purposes of layoff and recall in the Colorado Springs/Pueblo Bargaining Unit both parties have the following agreement:

1.) For purposes of layoff and recall, Colorado Springs and Pueblo shall be considered separate geographic areas.

2.) If an employee is laid off from a Colorado Springs or a Pueblo location, they shall have the right to bump the least senior employee in their classification in their geographic area. The employee so displaced or if the laid off employee is the least senior in the geographic area, they shall have the right to bump the least senior employee in their classification in the other geographic area.

3.) Employees shall have recall rights back to the geographic area from which they were originally laid off.

4.) With respect to the layoff of Betty Vigil (who was laid off from a Colorado Springs location and bumped an employee in Pueblo), she shall have recall rights to Colorado Springs when an opening occurs.

The original document was signed by Susan M. Meader and Wayne Brewer on 9/16/93 and is on file at the King Soopers Labor Relations Dept.

SENIORITY DATES

#8

LETTER OF UNDERSTANDING

Between

King Soopers, Inc.

And

BC&T Local No. 26

King Soopers, Inc. and BC&T Local No. 26 hereby agree to the following:

The employer, on the effective date of this Agreement, shall change all seniority dates of employees in the bargaining unit to the date of such employees most recent hire date into the bargaining unit.

No employee shall be allowed to retroactively apply his seniority as a result of the change. Such seniority date change shall be applied on a prospective basis.

It is understood that when applying seniority, full-time employees shall have seniority over part-time employees.

The original document was signed by Susan M. Meader and Wayne Brewer on 10/18/94 and is on file at the King Soopers Labor Relations Dept.

FULL-TIME CAKE DECORATORS

#9

LETTER OF AGREEMENT

Between

Kings Soopers, Inc.

and

BC&T Local No. 26

The Company agrees that it shall employ at least one (1) full-time Cake Decorator in a store which regularly schedules Cake Decorators to work:

1.) At least 80 hours per week, and

2.) At least 12 hours on five or more days in the calendar week.

The original document was signed by Susan M. Meader and Wayne Brewer on 10/18/94 and is on file at the King Soopers Labor Relations Dept.

TRANSFERS

#10

LETTER OF AGREEMENT

BETWEEN

KINGS SOOPERS, INC.

AND

BC&T LOCAL NO. 26

Both parties agree that when employee (s) accept or decline a transfer (s) they will be forced to honor such request

The original document was signed by Stephanie Bouknight and Avron J. Bergman on 7/25/97 and is on file at the King Soopers Labor Relations Dept.

GENERAL DUTIES OF BAKERS/CAKE DECORATORS

#11

Sherman & Howard
A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

3000 FIRST INTERSTATE TOWER NORTH
633 SEVENTEENTH STREET
DENVER, COLORADO 80202

TELEPHONE: 303 297-2900
TELECOPIER: 303-298-0940
TELEX: 454368

IN SOUTHEAST DENVER
Sherman & Howard
SUITE 700 STANFORD PLACE 3
4582 SOUTH ULSTER STREET PARKWAY
DENVER, COLORADO 80237

TELEPHONE 303 779-9494
TELECOPIER 303 779-8480

IN COLORADO SPRINGS
Sherman & Howard
SUITE 500, ALAMO CORPORATE CENTER
102 SOUTH TEJON
COLORADO SPRINGS, COLORADO 80903

TELEPHONE 303 475-2440
TELECOPIER 303 635-4576
IN RENO, NEVEDA
Hill Cassas DeLipkau and Erwin, P.C.
POST OFFICE BOX 2790
RENO, NEVEDA 89505

TELEPHONE 702 323-1601
TELECOPER 702 348-7250

W.V. SIEBERT

August 4, 1987

Mr. Ray R. Valdez
President and Business Manager
Bakery, Confectionery and Tobacco
Workers' International Union,
Local No. 26
2201 West 52nd Avenue
Denver, Colorado 80221

Re: Kings Soopers, Inc. – Retail Bakers

Dear Mr. Valdez:

The following will confirm our understanding and agreement with respect to the duties of cake decorators and in-store bakers.

Generally, the duties of cake decorators shall include, but are not limited to the following: ice cakes, display cake products, decorate cakes, order cakes, order supplies, clean up work area (including work tools), clean and maintain case, mix ice for decorating cakes, take orders for cakes, set up and whatever work is necessary to complete the minimum daily or weekly guarantees and such other duties as may be assigned by the bakery or store manager.

Generally, the duties of an in-store baker shall include but are not limited to the following: all production baking including, mixing, retarder box, proof product, oven

work, panning up, donut frying, icing, pan and display product, assist in ordering product from plant, inventory, introduction of new product from scratch to display, and other work necessary to complete the minimum daily or weekly guarantee and such other duties as may be assigned by the bakery or store manager.

Please indicate your concurrence with the above by signing on the line indicated below and returning two copies of this document to me.

Respectfully,

W. V. Siebert

_____
Ray R. Valdez

WVS/ck

The original signed document is on file at the King Soopers Labor Relations Dept.

TRANSFERS BETWEEN BARGAINING UNITS

#12

LETTER OF UNDERSTANDING

King Soopers and the BTCGM Local No. 26 agree to allow transfers of retail employees to vacant positions within another bargaining unit once the seniority rights of those current bargaining unit members have been exhausted.

It is also agreed the Employer may allow employees from one bargaining unit to work hours un-claimed by employees of another bargaining unit.

It is further understood that such employees shall maintain their seniority date upon such transfer.

The original document was signed by Stephanie Bouknight on 10/17/02 and Mary Snyder on 11/16/02 and is on file at the King Soopers Labor Relations Dept.