

A G R E E M E N T

between

CITY MARKET, INC.,

(CANON CITY, CO)

(Bakery Department Only)

and

BAKERY, CONFECTIONERY, TOBACCO WORKER'S AND GRAIN MILLER'S

INTERNATION UNION, AFL-CIO, CLC: LOCAL NO.26

DENVER, COLORADO

Chartered by the

BAKERY, CONFECTIONERY & TOBACCO WORKER'S AND GRAIN MILLER'S

INTERNATIONAL UNION AFL-CIO

October 19th,2021 to October 19, 2024

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AGREEMENT

This Agreement is made and entered into by and between City Market, Inc. at its store No. 417 located at 1703 Fremont Drive, Canon City, CO 81212 for the Bakery Department only, hereinafter referred to as the "Employer" and Bakery, Confectionery, Tobacco Worker's AND Grain Miller's Local No. 26, Denver, CO, chartered by the Bakery, Confectionery, Tobacco Worker's and Grain Miller's International Union, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1

AGREEMENT

Section 1A. Effective.

1A1. This Agreement will be in full force and effective the first Sunday following ratification unless otherwise set forth elsewhere in this Agreement.

Section 18. Ratification Date.

181. Date of Ratification January XX 2022

Section 1C. Termination Dates.

1C1. This Agreement shall be in full force and effect:

1C2. From October 19, 2021

1C3. And shall remain in full force and effect:

1C4. Through Midnight October 19, 2024

Section 1D. Renewal.

1D1. This Agreement shall automatically be renewed from year to year following the expiration date, unless either party desires change or termination at the expiration of this Agreement.

The parties agree that negotiations for a new agreement will be done by telephone conference call. Exceptions to this will only be by mutual agreement by the parties.

Section 1E. Modifications.

1E1. The party desiring modifications or termination shall notify the other party in writing sixty (60) days prior to the expiration date, of their desire to modify or terminate the Agreement.

Section 1F. Negotiations.

1F1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

1F2. This Agreement contains all of the covenants, stipulations and provisions agreed upon between the parties hereto and no representative of either party has the authority to make, and none of the parties shall be bound by, any statement, representations or agreement reached prior to the signing of this Agreement or made during these negotiations not set forth herein.

Section 1G. Laws, Federal and State.

1G1. If, during the term of this Agreement, or during any renewal or extension of the same, any Federal or State Law is enacted, or any rule or regulation is issued under any Federal or State Law, which would make compliance by the Union, the Employer, Employees or any of them, with the terms, provisions, or condition of this Agreement a violation of any of said laws, rules or regulations, then such terms, provisions or conditions shall become inoperative and of no effect from the effective date of any such decision, law, rule or regulation. The remainder of this Agreement not in conflict with any of said laws, rules or regulations shall continue in full force and effect.

1G2. In the event any such terms, provisions or conditions become inoperative and of no effect, either party to this Agreement may open the same for bargaining only as to substitute provisions, if any, for those provisions made inoperative upon thirty (30) day written notice to the other party.

Section 1H. Individual Agreements.

1H1. There shall be no individual agreement, written or verbal, between the Employer and employees which conflicts with the terms of this Agreement.

ARTICLE 2

APPROPRIATE UNIT

Section 2A. Certified Unit (Election Held 11/16/90 Certified 11/26/90).

2A1. The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time and part-time bakery department employees.

2A2. Including production bakers, journeyman bakers, apprentice bakers, bake-off bakers, cake decorators, finishers, donut fryers, bakery sales clerks, and bakery cleanup employees employed by the Employer at its store located at 1703 Fremont Dr., Canon City, Colorado;

2A3. BUT EXCLUDING all grocery and produce employees, courtesy clerks, store managers, assistant store managers, office and clerical employees, professional employees, guards and supervisors as defined in the Act, and all other employees.

ARTICLE 3

COMMUNICATIONS

Section 3A. Store Meetings.

3A1. All time spent by an employee actually attending any store or department meeting where her attendance is required by the Employer shall be counted as time worked. No other provisions of this Agreement will apply to store or department meetings.

ARTICLE 4

DEFINITIONS

Section 4A. Definitions.

4A1. No Restrictions, No Guidelines.

ARTICLE 5

EMPLOYER

Section SA. Direct The Work Force and Establish Guidelines.

SA1. The employer retains all rights to manage, to assign and direct the work of all employees, to establish policies, procedures, guidelines, rules, regulations and standards that are not in direct violation of this agreement.

Section 58. Cash Register Placement.

581. No restrictions, no guidelines.

Section SC. Minimum Age.

5C1. Minimum age for Bakery Department will be eighteen (18) years of age.

Section SD. Supervisory Personnel.

5D1. Supervisory personnel, Bakery Manager and above, shall be excluded from the bargaining unit. Supervisory personnel above Bakery Manager may perform any work within the classification covered by this Agreement for the purposes of training and in emergencies. Bakery Managers may perform any work within the classifications covered by this Agreement.

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 provided that existing cake decorators with in 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.

Section SE. Essential Functions Tests.

5E1. The employer has the exclusive right to perform any test to determine a person's ability or inability to perform the essential functions of their job.

Section SF. Temporary Workers (Non-Employees).

5F1. The employer has the exclusive right to use temporary workers without any restrictions. Temporary workers will not be used to displace current employees.

ARTICLE 6
EMPLOYEE

Section 6A. Provisional Employees.

6A1. The first ninety (90) days of continuous employment shall be considered an evaluation period, during which time an employee may be terminated for any reason and she shall have no recourse to the grievance procedure set forth in this Agreement concerning such termination or the Provisional Employee Guidelines stated below. Such probationary period may be extended an additional thirty (30) days upon mutual agreement between the Union and Employer.

During the first ninety (90) days of continuous employment by City Market, Inc. (not including employment by any other entity, such as a temporary services company), an employee shall have provisional status. A provisional employee may be disciplined or discharged with or without cause, in management's sole discretion. Unacceptable Job Performance guidelines (UJP) and Dispute Resolution Guidelines (DRG) shall not apply to provisional employees. Guidelines, practices and policies applicable to regular employees may be applied by management to provisional employees on a discretionary basis. Application on one occasion shall not require application on any other occasion. There shall be no discrimination on any unlawful basis. This paragraph supersedes conflicting guidelines, practices and policies. Management discretion regarding regular employees, expressly set forth in the UJP and DRG, shall not be affected by this paragraph.

Section 6B. Leave of Absence.

6B1. Use same guidelines used by clerks in Store #417 in effect at the time leave requested.

Section 6C. No Reduction in Pay.

6C1. No employee shall suffer any reduction of hourly pay because of the adoption of this Agreement, unless otherwise agreed between the parties.

Section 6D. Lower Rates.

6D1. The Employer shall not lower hourly rates of pay for the classifications covered by this Agreement without negotiating with the Union.

Section 6E. Reclassification.

6E1. When an employee is reclassified from a lower classification to a higher classification or from a higher classification to a lower classification, these procedures will be followed:

6E1A Top Rates of Classification. The top rate in the classification being vacated and entered will determine whether the reclassification is higher to lower or lower to higher.

6E1B. Higher to Lower Classification. Any employee who is reclassified to a lower classification will be placed at the entry level rate of pay in the classification they are going into, recognizing credit for any hours previously worked in that classification or any higher classification since most recent employment date.

6E1C. Lower to Higher Classification. Any employee who is reclassified to a higher classification will be placed in the classification at the closest rate without any reduction in hourly rate and zeroing their hours since the last raise.

Section GF. Working in a Higher or Lower Classification.

6F1. When an employee is required to perform work in a higher classification for longer than 4 hours/day, she shall receive the higher rate, based on her experience; but, if required to perform work in a lower classification, she shall retain her regular rate, except in the case of actual demotion, when the employee shall receive pay according to her classification.

ARTICLE

7 UNION

Section 7A. Strike, Lockout, Picketing.

7A1. During the life of this Agreement, there shall be no lockout, strike, picketing, boycotting or stoppage of work.

7A2. No employee will be discharged or threatened for refusing to cross or work behind any primary picket line established by any labor organization at the Employer's premises, nor shall the Union be deemed to be in violation of this Agreement if its members choose to honor any such picket line.

7A3. It is understood that it shall be a violation of this Agreement for the Union or its agents to require its members to observe picket lines set up by any labor organization at the premises of the Employer.

Section 78. Bargaining Unit Work Jurisdiction.

781. No Restrictions, No Guidelines.

Section 7C. BCTGM PAC Check Off.

7C1. The Employer agrees to deduct amounts designated by employees for the Bakery, Confectionery, Tobacco Worker's and Grain Miller's-Political Action Committee when the Employer has been furnished an individual written authorization for making such deductions on a form mutually agreed upon between Employer and the Union. It is agreed that the BCTGM-PAC authorization is to be entirely voluntary upon the part of each individual employee and that any such employee may revoke her BCTGM-PAC checkoff authorization at any time by written notice to the Employer and the Union.

Section 7D. Check Off.

7D1. The Employer agrees to deduct weekly union dues and uniform assessments (including initiation fees for new employees) from the net amount due each employee in the bargaining unit as described in Article 2 hereof who has furnished the Employer (either directly or through the Union) with an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is understood that the check-off authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke her individual check-off authorization upon giving thirty (30) days' written notice to the Employer and the Union.

7D2. The Employer agrees to remit all such deductions to the Secretary/treasurer of the Local Union within ten (10) days after the last pay period of each month.

Section 7E. Union Stewards.

7E1. The Union shall have the right to designate one (1) steward who shall perform their duties with the least possible inconvenience to the Employer. The Labor Relations Department and the Store Manager shall be advised in writing by the President of the Union of the name of the authorized designated steward.

Section 7F. Visitation.

7F1. The President of the Union, or the one designated Business Representative authorized in writing from the President of the Union as the One Designated Business Representative shall have the right of entering the premises of the Employer for the purpose of interviewing bargaining unit employees in such a way as to not interfere with the service of the Employer. The one designated business representative shall make their presence known to the Store Manager.

Section 7G. Seniority Lists.

7G1. Bargaining Unit Seniority Lists shall be provided to the union on no more than two occasions during the calendar year, if requested in writing by the president of the union,

verifying in writing that the union will not distribute the lists, or verifying that they plan on distributing the list, in which case the social security numbers will not be printed.

ARTICLE

8

SENIORITY

Section BA. Seniority One (1) Date/Anniversary Date.

BA1. Seniority One (1) date is the date used for purposes of scheduling, scheduling vacations, claiming of hours, and layoffs.

BA2. An employee will have two dates. One will be anniversary date and the other will be Seniority One (1) date. Anniversary Date and Seniority One (1) Date will be the most recent first day worked for the employer as a new hire or rehire. These dates will be the same until the Seniority One (1) Date is changed for one of the reasons explained hereafter.

Section BB. Transfers into Department.

881. If an employee is transferred into this department after February 2, 1997, their Seniority One (1) Date will be modified to the first day worked in this department.

Section BC. Termination of Seniority and Employment.

8C1. After a layoff of more than six months, employee's seniority and employment will terminate.

8C2. Failure to report for work upon recall after a lay-off with five (5) days after the date of mailing of a recall notice sent by registered letter to the last address furnished in writing to the Employer by the employee will result in seniority and employment terminating.

8C3. Upon failure to obtain a written leave of absence through the leave of absence guidelines or failure to return to work in accordance with the terms of a leave of absence employee's seniority and employment will terminate.

ARTICLE

9 STATUS

Section 9A. Status.

9A1. Pure Seniority No Status

ARTICLE 10
PROMOTIONS

Section 10A. Promotions.

10A1. Individuals with the bakery department will be offered an opening before new hired, transferred or any employees form other departments within the store. The opening will be awarded to the most senior, qualified, as determined by management, employee in the bargaining unit.

ARTICLE 11
DEMOTIONS/STEP DOWNS

Section 11A. Demotions/Step Downs.

11A1. An employee seeking to increase their scheduled hours worked may request in writing to the Bakery Manager to step down to a lower classification at the time there is an opening in the lower classification. Any step down must be mutually agreed by the employee and the Bakery Manager.

ARTICLE
12
LAYOFFS

Section 12A. Layoffs.

12A1. In the event of a layoff, the least senior employee in the affected classification shall have the option to displace the least senior employee in a lower classification if they are fully qualified to perform the duties as determined by the Bakery Manager. The Bakery Manager's decision can be challenged in writing to the Store Manager.

ARTICLE
13
TRANSFERS

Section 13A. Transfers.

13A1. No Restrictions, No Guidelines.

ARTICLE
14
VENDORS

Section 14A. Vendors.

14A1. No Restrictions, No Guidelines.

ARTICLE 15
SCHEDULING BEFORE NOON ON SATURDAY

Section 15A. Workweek.

15A1. The workweek shall coincide with the calendar week.

15A2. Non Holiday week if hours available. Forty (40) hours or less.

15A3. Holiday week if hours available. Thirty-two (32) hours or less.

Section 158. Work Day.

1581. 00:01 through 24:00.

1582. If hours available. Ten (10) hours or less.

Section 15C. 4-10 Hour Days.

15C1. An employee scheduled to work a four ten-hour day work schedule will be covered by modifications to the following modified sections, such as time and one-half (1%) would be paid after ten (10) hours instead of eight hours, sick pay would be paid up to ten hours instead of eight (8) hours, funeral pay would be paid up to ten (10) hours instead of eight (8) hours (up to a maximum of twenty-four (24) hours), jury duty pay would be paid up to ten (10) hours instead of eight (8) hours, holiday pay would be paid up to ten (10) hours instead of eight (8) hours, and any other sections of the contract that currently provides for eight (8) hours pay will provide for ten (10) hours pay. Sunday premium will be paid up to ten (10) hours worked instead of eight (8) hours worked. Hours beyond that shall be considered overtime. The Employer will give the Employee a relief period of fifteen (15) uninterrupted minutes for each five (5) hour period worked as near as practicable to the middle of the five (5) hours.

15C2. The work schedule(s) for an Employee who is eligible to receive the maximum of a twenty-four (24) hour paid funeral leave shall be changed so as to provide no lost wages due to the twenty-four (24) hour maximum paid funeral leave if requested by the Employee.

Section 150. Nine Hour Work.

1501. Where mutually agreed between the Employer and the employee, management may schedule employees nine (9) hours work and pay, which will include eating lunch and taking breaks on the Employer's time in the work area such that they may be available to perform work as needed.

Section 15E. Work Schedules.

15E1. By 9:00 a.m. on Friday of each week, management will post the work schedule for the following week, the schedule shall be in ink and shall include employees' first initial and last name.

15E2. Any changes in the work schedule will be reflected on the posted schedule at the time the change is made, with the understanding that any changes made to the posted schedule after it is posted on Friday of each week will not be considered as scheduled hours for the purpose of paying overtime.

Section 15F. Minimum Daily Schedule.

15F1. Employees shall not be scheduled for less than four (4) hours per day, unless mutually agreed between employer and employee.

Section 15G. Minimum Weekly Schedule.

15G1. No employee shall be scheduled for less than twenty (20) hours in a workweek, unless mutually agreed between employer and employee.

Section 15H. Split Shifts.

15H1. There shall be no daily split shifts unless mutually agreed between employer and employee. A split shift is defined as two (2) work periods separated by more than a normal meal period, but within eight (8) hours. Notwithstanding the above, store meetings which are covered elsewhere in this Agreement shall under no circumstances be considered as a split shift.

Section 15I. Meal Period.

15I1. Each daily schedule in excess of five (5) hours shall include a non-paid one (1) or one-half (1/2) hour lunch period at approximately the middle of the shift. When a work period of five (5) hours will complete the day's work, the lunch period shall be optional, but if no lunch period is provided, contrary to Section 15J1, two (2) fifteen (15) minute relief periods will be provided.

1512. Employees' scheduled lunch periods will be set forth on the schedule, but the parties recognize it may be necessary to alter the lunch period schedule due to the needs of the business.

Section 15J. Relief Periods.

15J1. The Employer will give employees a relief period of fifteen (15) uninterrupted minutes for each four (4) hour period worked, as near as practical to the middle of the four (4) hours.

15J2. When an employee is required to work more than ten (10) hours in a day, she shall be entitled to a third relief period.

Section 15K. Claiming Shifts.

15K1. A senior employee can only claim a shift that has more hours than the shift she is already scheduled for, in her classification, for which she is qualified so long as such claim would not reduce any other employee's schedule below the daily or weekly minimum, affect an employee's special requests, affect the schedule of a more senior employee, or alter scheduled relief or meal periods, except to zero. If an employee is zeroed out, she shall have the right to exercise lay-off options.

Section 15L. Reduction in Hours.

15L1. When a reduction in hours is necessary within the classification, hours will be reduced from the least senior employees within the classification but not below twenty (20) hours per week. If hours must be reduced below twenty (20) hours per week due to a reduction in hours in a classification, the least senior employee in the classification will be laid off pursuant to the provisions of Article 12.

Section 15M. Remedy for Scheduling Errors.

15M1. If an error is made resulting in a lost work opportunity, the employee must call the error to the attention of store management by noon Saturday following the posting of the schedule. Failure by the employee to point out the violation by noon Saturday will limit the remedy to scheduling the affected employee, on the next week's schedule, the number of hours lost, provided such added hours shall not require her to work overtime. Said added hours shall then be disbursed through the next following schedule(s) until worked. These hours cannot be claimed by any employee and shall be in addition to the employee's normal work schedule.

ARTICLE 16

SCHEDULING AFTER NOON ON SATURDAY

Section 16A. Call Ins.

16A1. Any employee able to render required services shall, if called for work, be guaranteed an amount equal to four (4) hours' pay at her straight-time rate of pay. Provided the employee is able and available to work the four (4) hours.

16A2. Notwithstanding the above, students able to render required services shall, if called for work, be guaranteed three (3) hours' pay at her straight-time rate of pay, provided the employee is able and available to work the three (3) hours.

Section 168. Unscheduled Overtime Hours.

1681. Daily overtime not previously scheduled shall be offered in seniority order within the job assignment, the classification and the department, to the employees present when the need for overtime arises. Nothing herein shall be construed to require the scheduling of overtime when another employee's scheduled hours can be extended or employees may be called in without overtime penalty. Hours unclaimed under this procedure may be assigned in reverse order of seniority among those employees within the job assignment within the classification within the department present when the need for overtime arises.

1682. Overtime assignments of four (4) hours or more may be filled by calling in employees, in seniority order, within the classification and the job assignment on their non-scheduled day without violating this Section.

ARTICLE 17

DRESS CODE

Section 17A. Attire.

17A1. Bakery employees are to be in compliance with any and all guidelines concerning attire.

Section 178. Uniforms/Equipment.

1781. The Employer agrees to provide all required uniforms and laundry service for all required caps, uniforms, smocks, aprons, towels and rags, except for laundering of drip-dry garments. The employee agrees to exercise care in the use of Company property and equipment.

ARTICLE

18 SAFETY

Section 18A. Safety.

18A1. No Restrictions, No Guidelines.

ARTICLE 19

UNACCEPTABLE JOB PERFORMANCE (UJP)

Section 19A. UJP.

19A1. Use Company guidelines in effect at time of action.

ARTICLE 20

DISPUTES RESOLUTION GUIDELINES (DRG)

Section 20A. DRG.

20A1. Should any dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly. The parties agree that the employee who is asserting a grievance will first discuss the matter with their supervisor and attempt to resolve the matter. The parties believe that such differences should be resolved at this stage, if possible. Should no satisfactory solution be reached at this stage, the employee must follow the steps described below. Failure to follow the procedures set forth below shall result in forfeiture of the grievance. The parties agree that time is of the essence in filing a grievance. Any grievance filed under this procedure must be submitted within twenty (20) days of the date of occurrence of the event which gives rise to the grievance and shall clearly set forth the issues and contentions of the aggrieved party or parties and must reasonably allege a specific violation of an express provision of this agreement. (In the case of a discharge the time limits shall be fourteen (14) days). It is agreed by the parties that continuing grievances will not be recognized by the Employer and time limits on such grievances will begin running upon the date any action complained of is announced to the bargaining unit or has actually begun operation, whichever is earlier.

Step 1 By conference during scheduled working hours between the steward and/or the Union's Business Representative and the aggrieved employee(s) and the manager of the store which must be held within ten (10) days of the filing of the grievance. The aggrieved employee(s) must be present. Step 1 time limits may only be waived by mutual consent, in writing, and signed by the Employer Representative and the Union's Business Representative.

Step 2 If the grievance cannot be satisfactorily resolved under Step 1 above, the grievance shall be submitted to the representative designated by the Employer. The employer designee and the Union Business Representative will discuss the grievance by phone conference within ten (10) days after receipt of written notice of the grievance or at such other time as is mutually agreeable should the schedules of the parties be such that they are unable to meet within ten (10) days as provided herein and attempt to resolve the grievance. In an instance where an employee feels he/she has not been paid in accordance with the wage scales contained herein, such employees shall have an obligation to bring this to the attention of the Store Manager as soon as the employee first has knowledge of such alleged error. In the event the employee has been improperly paid, said payment error shall be corrected on a retroactive basis but not beyond ninety (90) days prior to the date on which the grievance is presented in writing.

Step 3 If the grievance is not satisfactorily adjusted in Step 2, either party may, with reasonable promptness, but in no event, later than thirty (30) days from the date of the Step 2 meeting, in writing, request arbitration and the other party shall be obligated to proceed with arbitration in the manner hereinafter provided. The parties shall forthwith attempt to agree upon an impartial arbitrator.

In the event the parties are unable to reach agreement upon the selection of an arbitrator within fifteen (15) days of the written request for arbitration, the party requesting arbitration may, with reasonable promptness, request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. From this panel of seven (7) names, each party shall alternately strike three (3) names, the moving party striking first. The remaining arbitrator from the list shall be the impartial arbitrator. All hearings will be conducted by conference call unless otherwise mutually agreed by the parties. A finding or award of the arbitrator shall be final and conclusive upon the parties hereto.

The arbitrator shall have all the rights, power and duties herein given, granted and imposed upon him/her: but his/her award shall not change, alter or modify any of the terms and conditions set forth in this agreement. The expenses of the arbitrator shall be paid by the non-prevailing party.

That arbitrator shall issue his/her decision within thirty (30) days after the close of the proceedings. This thirty (30) day calendar time limit may be extended by mutual agreement between both parties.

In the event either party refuses to arbitrate on demand of the other party, and an order compelling arbitration is obtained in federal court on the basis contended by the moving party, the refusing party will pay to the moving party reasonable legal fees incurred, up to Two Hundred Dollars (\$200.00).

Similarly, if the moving party fails to prevail in such an issue, the moving party will pay reasonable legal fees incurred up to Two Hundred Dollars (\$200.00) to the refusing party.

ARTICLE 21

TIMERECORDING

Section 21A. Work Not on the Clock.

21A1. There shall be no "free" or "time-off-the-clock" work practices. Any employee found by the Employer or the Union to be engaging in such unauthorized practice shall be subject to discipline. The Union will notify the employer immediately after receipt of information involving work not on the clock.

21A2. Time used by an employee to prepare themselves to be fully ready to go to work as soon as they punch in will not be considered to be in violation.

Section 21B. Time Recording Procedures.

21B1. Employees shall be required to enter into the time tracking mechanism the time immediately before beginning work and immediately upon ending work. Employees shall also be required to enter into the time tracking mechanism the beginning and ending time of lunch and relief periods. No employee shall enter time for another employee.

ARTICLE 22

COMPENSATION FOR HOURS WORKED

Section 22A. Minimum Wages.

22A1. The minimum wages for the indicated classifications shall be as set forth in the Wage Rates Letter of Understanding attached hereto, and by this reference made a part hereof.

Section 22B. Progression Hours.

22B1. Employees must actually work the hours set forth in the Wage Rates Letter of Understanding before progressing to the next wage bracket, except as otherwise provided in this Agreement.

Section 22C. Overtime Rate.

22C1. Overtime compensation at the rate of time and one-half (1½x) the employee's base hourly rate of pay shall be paid under the following conditions:

Section 220. Weekly Overtime.

2201. For all time worked in excess of forty (40) hours in any one (1) workweek.

Section 22E. Daily Overtime.

22E1. After eight (8) hours if scheduled for eight (8) hours. After ten (10) hours if scheduled for ten (10) hours.

Section 22F. No Pyramiding.

22F1. It is understood and agreed that there shall be no pyramiding of overtime and/or premium pay for the same hours of work in the same week.

Section 22G. Vacations.

22G1. All employees who have worked eight hundred and thirty-two (832) or more hours in their anniversary year covered by this Agreement, shall receive one (1) week's paid vacation after one (1) year continuous service, two (2) week's paid vacation after two (2) years' continuous 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.

22G2. 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, with the understanding that an employee who works two thousand (2,000) hours in her anniversary year shall be entitled to her full vacation. Hours paid for vacations, holidays and sick leave shall be considered as hours worked for the purpose of computing vacation amounts.

22G3. Vacations by hours would not change the way an employee earns vacations. The only change would be in the way an employee is allowed to take vacation.

22G4. In the past, employees have been required to take vacation one (1) week at a time. With the new program, they could request vacation pay by hours from one-tenth of an hour up to the total number of hours they have earned. This gives employees flexibility in taking their vacation pay whenever they want.

22G5. The intent of the program is to allow the employee to take and be paid for smaller portions of their earned vacation than forty (40) hours at one time.

22G6. Vacation Pay In Advance. An employee who has earned vacation on the basis of having completed an anniversary year shall receive her vacation pay during the workweek

immediately preceding the employee's vacation, provided the employee has requested such in writing at least two (2) weeks in advance of her vacation.

22G7. Holiday During Vacation. If any one of the holidays enumerated in Section 14G hereof falls during an employee's vacation, the employee shall receive an extra day's vacation pay because of it.

22G8. All employees will be allowed to be paid for earned vacation pay without being required to schedule vacation time off. There will be no limit on the amount of earned vacation pay that can be paid in this manner. Vacations must be paid for during each anniversary year.

22G9. Vacations Upon Layoff or Termination. When an employee is laid off, or discharged, or leaves her place of employment, and at said time she is entitled to a vacation, she shall receive her vacation wages at the time of the layoff or discharge, or at the time she leaves her place of employment. Provided, however, that if such employee be discharged for proven dishonesty, she shall not be entitled to any vacation or vacation pay, whether the same has accumulated or not.

Scheduling of Vacations

22G10. The Employer retains the right to determine the number of employees who may be on vacation at any given time. Seniority shall govern if a dispute arises between employees as to vacation preference.

22G11. The Employer will post a notice December 1 of each calendar year, and the employees will sign the roster as to their choice of vacation. This list will remain posted for selection until February 1 of each calendar year.

22G12. Any employee who fails to sign such roster prior to February 1 will be permitted to take vacation at a time that will not interfere with the other employees' established vacation period. It will be the employee's responsibility to ensure that their earned vacation time is taken.

Section 22H. Holidays/National.

22H1. All employees who have completed their first sixty (60) days of continuous employment (evaluation period) shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved:

22H2. New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.

22H3. When a holiday falls on Sunday, it will be observed on Sunday.

Section 22I. Holiday/Personal.

2211. Employees with anniversary dates on or after October 31, 1993, will be eligible for two (2) personal holidays after one (1) year of service.

2212. Employees with anniversary dates before October 31, 1993 who have completed their first sixty (60) days of continuous employment (evaluation period) will be eligible for two (2) personal holidays.

2213. Personal Holiday Qualification Requirements. In addition to the qualifying requirements for all other holidays, the employee must advise the Store Manager at least two (2) weeks in advance of her forthcoming personal holiday in order to qualify for holiday pay. The Employer retains the right to schedule the employee's personal holiday. To be eligible for the personal holiday during each calendar year after initially qualifying, an employee must be on the payroll as of January 1 of each year. Such holiday must be taken during the respective calendar year. In the event an employee is not able to take his or her personal holiday off, the employee shall be paid for the same. Further, personal holidays shall be granted by seniority, classification and store. An employee whose employment terminates prior to her having taken her personal holiday shall not be entitled to holiday pay.

Section 22J. Unworked Holiday Pay.

22J1. Holiday pay for employees who have completed their evaluation period, and who otherwise qualify, shall be based on the number of hours worked in the calendar week two (2) weeks prior to the week in which the holiday occurs, divided by five (5). Provided the employee actually performs work in the calendar weeks two (2) weeks prior to the Holiday week, (unless on vacation or receiving sick pay for time not worked during such week or during the first thirty (30) days of an absence for which an employee is receiving Workmen's Compensation) the employee shall not receive less than three (3) hours holiday pay.

Section 22K. Unworked Holiday Pay Qualifications.

22K1. In order to qualify for pay for an unworked holiday, an employee otherwise eligible for such pay under the terms of this Section must work her regularly scheduled day immediately preceding the holiday and her regularly scheduled day immediately following the holiday, unless she has been previously excused from such work by the Employer or unless she was prevented from so working due to a bona fide illness. In any event, the employee must perform work during the week in which the holiday occurs, unless on vacation, or receiving sick pay for time not worked during the week in which the holiday occurs, or during the first thirty (30) days of an absence for which an employee is receiving Workmen's Compensation.

Section 22L. Unworked not Counted for Overtime.

22L1. An unworked holiday, even though paid for under the terms of this Section, shall not be counted as a day worked for the purpose of computing overtime pay in a holiday work week.

Section 22M. Premium Pay for Holiday Work.

22M1. Employees with anniversary dates on or after 10/31/93 will not receive Holiday Premium.

22M2. Employees with anniversary dates before 10/31/93 will receive Holiday Premium.

22M3. When a holiday is worked, the employee eligible and qualified to receive holiday premium shall be paid one and one-half (1½x) times her regular rate of pay, in addition to the unworked holiday pay provided herein.

Section 22N. Night Premium.

22N1. A premium of two dollars (\$2.00) per hour shall be paid for all work performed between the hours of midnight and 6:00 a.m. to all eligible employees.

22N2. Night premium shall not apply where the employee is working at overtime or on Sunday or on a holiday.

Section 22O. Sunday Premium.

22O1. Employees with anniversary dates on or after 10/31/93 will not receive Sunday premium.

22O2. Employees with anniversary dates before 10/31/93 will receive Sunday premium.

22O3. The premium rate for work performed on Sunday as such shall be time and one-quarter (1¼x) the employee's regular straight-time rate of pay. The Sunday premium, for hours worked up to eight (8) (or up to 10 if 4-10's), shall in no instance be offset against any weekly overtime which may be due because of the fact that the employee worked over forty (40) hours in the particular workweek. The Sunday premium shall not be averaged into the employee's straight-time rate for the purpose of determining the rate upon which daily or weekly overtime is based in any workweek.

22O4. An employee whose straight-time scheduled shift begins on Saturday and continues beyond midnight on Saturday shall receive Sunday Premium Pay for those hours worked on Saturday, and such shifts in their entirety shall be the first shift of the new workweek.

2205. In those situations where an employee's straight-time scheduled shift begins at or after 8:00 p.m. on Saturday and continues beyond midnight on Saturday, the Employer shall not reschedule or reduce the hours of such employee for the sole purpose of avoiding the payment of such Sunday premium, though it is recognized that changes in the schedule may be necessitated by changes in business operations.

Section 22P. Travel Reimbursement.

22P1. Assigned travel in the employee's personal vehicle shall be reimbursed in the amount being paid by the employer for mileage at that time, exclusive of travel to and from the employee's home. No employee will be required to use her personal vehicle to conduct company business.

22P2. Certification of Driver's License and Insurance. Before an employee is permitted to use their personal vehicle for company business, the Employer shall have the employee sign a statement acknowledging their risk and certification of a valid driver's license and insurance coverage.

22P3. Certification Statement I certify that have a valid driver's license and that I have insurance in *effect* on the vehicle I am using on City Market business. I understand and acknowledge the risks involved in driving my vehicle. I understand I will be responsible to myself for any traffic or parking citations. I understand that if I am involved in an accident while using my vehicle on City Market business I will report the accident to my auto insurance company and that any damage to my vehicle will be my responsibility. I understand that if I deviate from City Market business while using my vehicle I will be responsible for any injuries to myself or others and for any property damage. I understand I cannot be required to use my personal vehicle for company business.

Employee

Witness

Date

Date

ARTICLE 23

COMPENSATION FOR HOURS NOT WORKED

Section 23A. Funeral Leave.

23A1. Upon request, an employee covered by this Agreement shall be granted the necessary time *off* with pay at her regular straight-time rate of pay in order to make arrangements for and/or attend a funeral occasioned by a death in her immediate family. Such time *off* with pay shall in no event exceed three (3) regularly scheduled working days, and the amount of such paid time *off* actually granted shall normally depend upon the distance involved. Additional time, without pay, shall be granted as is needed by the employee up to seven (7) days.

23A2. The immediate family is defined as the employee's spouse, children, step-child, father, mother, stepparents, brother, sister, grandparents, grandchildren and father, mother, brother, sister of the present existing spouse.

23A3. Payments shall not be made hereunder where the relative's death occurs while the employee is on vacation or on a leave of absence.

23A4. If an employee is notified of the death of her spouse, parent or child while at work, she shall be granted the remainder of the day off and paid for scheduled work hours that day. This shall not be counted as part of the above three (3) days. Employees must attend the funeral in order to qualify for pay, and the Employer may require satisfactory evidence confirming the relationship to the deceased person. Upon mutual agreement between the Employer and the employee, the employer will allow the employee to take additional, reasonable amount of unpaid time off for purposes of grieving and/or matters surrounding the death in the family.

23AS. No schedule shall be changed for the purpose of making the employee's day off replace a day that would otherwise have been paid for under these provisions.

Section 23B. Jury Duty.

23B1. Whenever any employee covered by this Agreement is required to serve on a petit jury during her regular working hours, the Employer agrees to pay such employee the difference between what she is paid for serving on the jury and what she would have received from the Employer in straight-time pay had said jury duty not prevented her from being at work. On any scheduled work day, the employee shall promptly report to complete any remaining hours of her scheduled work day; provided, no employee shall be required to so report for work on any day on which she has served and been compensated by the court for at least eight (8) hours' jury duty, nor shall any employee who reports back to work under this Section be required to work more than ten (10) hours, less the number of hours for which she served and was compensated for jury duty by the court on that day. The employer may require a statement from the court certifying attendance.

23B2. When the Employer requests an employee to appear in court, she shall be compensated at her regular straight-time hourly rate of pay for such time.

Section 23C. 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

Section 230. Injury on Job.

2301. When an employee is injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care.

ARTICLE 24

**MEDICAL, DENTAL, VISION, PRESCRIPTION, LIFE
INSURANCE**

Section 24A. Medical, Dental, Vision, Prescription, Life Ins.

24A1. Use same guidelines that are used for Store #417 meat cutters that are in effect at the time of the claim. Should changes occur to the health insurance plan during the term of this agreement the Union and its members will be notified of the changes prior to their effective date. Notification of the steward will be considered notification of the Union and its members.

ARTICLE 25

PENSION

Section 25A. Company Plan.

25A1. No Restrictions, No Guidelines.

ARTICLE 26
SIGNATURE PAGE

Section 26A. Signature Page.

26A.1 IN WITNESS WHEREOF, the Parties above named have signed their names and/or affixed the signature of their authorized representative this xx day of February, 2022

26A.2. **BCT & GM Local No. 26**

CITY MARKET, INC.

Date: _____

Date: _____

ARTICLE 27
LETTER OF UNDERSTANDING

WAGE RATES
(GROUP C)

Section 27A. Minimum Wages.

27A1. The minimum wages for the indicated classification shall be set forth below on the dates indicated.

Section 278. Reclassification.

2781. Anyone reclassified to a different job assignment will receive the appropriate rate of pay and job code for that job assignment.

Section 27C. Classifications with the same wage information for both current and future employees.

27C1. We will use job codes with an A in the 5th position, Ex: BA01A.

Section 270. Classifications with different wage information for current and future employees.

2701. For employees with anniversary dates on or after 10/31/93 we will use job codes with a C in the fifth position. Ex. BA01C.

2702. For employees with anniversary dates before 10/31/93 we will use job codes with a B in the fifth position. Ex. BA01B. This shall not apply to transfers into the Bargaining Unit which will use the "A" and/or "C" rate schedule.

Section 27E. Lump-Sum Bonus Payments.

Effective June 18, 2017 a thirty cent (\$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.

Section 27 F. Wage Rate Format

(All Rates Subject to Final Verification and Audit)

City Market: Baker & Cake Decorator Rates As follows (Store 417)									
Baker/Bakery Clerk									
New CBA									
Based On Hours Worked	Effective:	12/26/21	\$ Increase		Progression	10/17/21	10/16/22	10/15/23	Wage Increases (Left to Right)
Hours Per Step: Start		\$12.76	\$3.24		Start	\$16.00	\$16.50	\$17.00	\$3.24 \$0.50 \$0.50
520 After 520 Hours		\$12.86	\$3.54		After 520 Hours	\$16.40	\$16.95	\$17.50	\$3.54 \$0.55 \$0.55
1040 After 1560 Hours		\$12.96	\$3.84		After 1560 Hours	\$16.80	\$17.40	\$18.00	\$3.84 \$0.60 \$0.60
1040 After 2600 Hours		\$13.06	\$4.14		After 2600 Hours	\$17.20	\$17.85	\$18.50	\$4.14 \$0.65 \$0.65
1040 After 3640 Hours		\$13.50	\$4.10		After 3640 Hours	\$17.60	\$18.30	\$19.00	\$4.10 \$0.70 \$0.70
1040 After 4680 Hours		\$14.00	\$4.00		After 4680 Hours	\$18.00	\$18.75	\$19.50	\$4.00 \$0.75 \$0.75
1040 After 5720 Hours		\$15.50	\$2.90		After 5720 Hours	\$18.40	\$19.20	\$20.00	\$2.90 \$0.80 \$0.80
1040 After 6760 Hours		\$16.00	\$2.80		After 6760 Hours	\$18.80	\$19.65	\$20.50	\$2.80 \$0.85 \$0.85
1040 After 7800 Hours		\$18.09	\$2.92		After 7800 Hours	\$21.01	\$21.81	\$22.61	\$2.92 \$0.80 \$0.80
Cake Decorator									
New CBA									
Based On Hours Worked	Effective:	12/26/21	\$ Increase		Progression	10/17/21	10/16/22	10/15/23	Wage Increases (Left to Right)
Hours Per Step: Start		\$13.79	\$3.81		Start	\$17.60	\$18.30	\$19.00	\$3.81 \$0.70 \$0.70
1040 After 1040 Hours		\$14.65	\$3.35		After 1040 Hours	\$18.00	\$18.75	\$19.50	\$3.35 \$0.75 \$0.75
1040 After 2080 Hours		\$15.50	\$2.90		After 2080 Hours	\$18.40	\$19.20	\$20.00	\$2.90 \$0.80 \$0.80
1040 After 3120 Hours		\$16.50	\$2.30		After 3120 Hours	\$18.80	\$19.65	\$20.50	\$2.30 \$0.85 \$0.85
1040 After 4160 Hours		\$18.09	\$2.92		After 4160 Hours	\$21.01	\$21.81	\$22.61	\$2.92 \$0.80 \$0.80

Rate Detennination

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.

**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.

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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

**LETTER OF UNDERSTANDING
BETWEEN
CITY MARKET, 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.

BCT & GM LOCAL 26

CITY MARKET, INC

svd2 C6

BY: 

DATE: 1 - 1 / 1 / 16

DATE: 10 / 4 / 16

DS