

Agreement Between

King Soopers' Bakery

A Division of The Kroger Co.

And

Bakery, Confectionery, Tobacco Workers' and Grain Millers

International Union, AFL-CIO

Local No. 26, Denver, Colorado

Effective: May 19, 2024 TO May 15, 2027

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**King Soopers' Bakery
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And

**Bakery, Confectionery, Tobacco Workers' and Grain Millers
International Union, AFL-CIO
Local No. 26, Denver, Colorado**

Effective: May 19, 2024 TO May 15, 2027

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' Bakery, a Division of The Kroger Co., 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 plant. Excluded are all the office-clerical employees, professionals (including quality control) and supervisors as defined in the Act.

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

Superintendents and Assistant Superintendents and other non-working supervisory personnel shall not be required to be members of the Collective Bargaining Unit and shall not perform any work within the classifications covered by this Agreement except in emergencies or for the purpose of instruction.

The Union and Company agree that forklift training and certification shall not be considered to be bargaining unit work.

ARTICLE 4 CHECK-OFF

The Employer agrees, during the life of this Agreement to deduct from the net amount of the Union initiation fees, where payable, and the 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: Eight hours or less shall constitute a workday. The day's work shall be performed within a period of eight (8) consecutive hours. Notwithstanding, the Company may compel employees to work one of the current 10-hour day schedules. The Union and Company agrees to meet during the life of the Agreement to discuss alternative schedules, if needed.

Five (5) days or five (5) nights shall constitute a workweek. Any regular full-time employee who starts a workweek and reports for work as scheduled during the workweek shall be guaranteed forty (40) hours. Any regular full-time employee who reports for work as scheduled during the workweek in which a holiday occurs shall be guaranteed thirty-two (32) hours.

The above clause shall not apply in a holiday week or when the plant 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 from work because of personal reasons or is discharged for cause during the workweek

An Employee who fails to report as scheduled, and who fails to notify management of their absence or tardiness within one-half (1/2) hour of the original start time, and whose shift has been replaced by management, shall not be allowed to work as scheduled that day unless management has work available that such employee is qualified to perform. In such event, the employee will only be allowed to work to the end of the originally scheduled shift.

When overtime is required, the employee shall be notified not later than the middle of their designated shift, except in case of an emergency, such as equipment breakdown and absenteeism.

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 (ten (10) hours for employees working a four-ten hour schedule).
2. For all hours worked in excess of forty (40) hours in any one (1) workweek.
3. Work performed on the sixth (6th) consecutive day in a scheduled workweek shall be paid at the rate of time and one-half (1-1/2X) the regular straight-time classified rate. Work performed on the seventh (7th) consecutive day in a scheduled workweek shall be paid at the rate of double (2X) the regular straight-time classified rate. It is understood that the premium rate for the sixth (6th) and/or seventh (7th) consecutive day referred to above will not apply if work on those days is changed in the individual schedule resulting from a bid, because of a change requested by the employee.
4. For all hours worked in excess of thirty-two (32) hours in a holiday workweek when on eight (8) hour shifts, thirty (30) hours when on ten (10) hours shifts.

FOUR TEN HOUR DAY WORKWEEKS: Upon mutual agreement between the Employer and employee, a regular full-time employee may work four (4), ten (10) hour days to make up the standard workweek, except in a holiday or daily vacation weeks, when the standard workweek, at the Employer's discretion, may be four (4) or five (5), eight (8) hour days. Unless modified herein, the provisions of this Agreement shall apply to such standard 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 thirty (30) hours.
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 is paid for serving on the jury duty. The Employer may reschedule employees required to serve on jury duty, included but not limited to, scheduling the employee five (5), eight (8) hour days.
5. Sick leave pay will be paid, if eligible and following the full workday absence, if such employee 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.
7. Employees working a four ten-hour shift, who in a holiday workweek are scheduled to work a three, ten (10) hour schedule shall be paid ten hours pay for un-worked pay. Employees scheduled to work a four (4), ten-hour (10) schedule in a holiday week shall be paid eight hours pay for un-worked holiday.

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 1/2 times shall be excluded from the calculation to determine any weekly overtime due. Notwithstanding, hours worked on the holiday and paid at the holiday premium rate of 1 and 1/2 times shall be included in the calculation to determine any weekly overtime due in a holiday week.

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 PART-TIME EMPLOYEES

The Employer may employ up to 10% of its bakery Plant workforce as part-time employees. A part-time employee normally works less than forty (40) hours per week. Such employees shall not be scheduled for less than twenty (20) hours per week and four (4) hours per day.

No full-time employee covered by this Agreement and employed on the effective date of this Agreement shall suffer a reduction of hours below full-time as a result of the employment of part-time persons.

Part-time employees shall be probationary employees for the first forty-five (45) calendar days of initial employment. Thereafter, they shall be regular part-time employees. Upon completion of the probationary period, part-time employees shall be allowed to bid in accordance with the provisions of Article 27.

A regular, part-time employee shall also be entitled to paid vacations after one (1) year following achievement of regular, part-time status and annually thereafter. Such vacation shall be prorated in accordance with the formula set forth in Article 23 of this Agreement. Regular, part-time employees who advance to full-time status shall receive a prorated vacation payment in accordance with article 23. Thereafter, the employee will receive vacation and benefits in accordance with their full-time status and as set forth in article 23.

Regular, part-time employees shall have seniority rights over other regular, part-time employees based on the date of hire after regular part-time status is achieved. These employees shall be given consideration for full-time vacancies and for regular, part-time schedules based on their seniority status and on the employee's availability, ability and qualifications being equal to others under consideration. In the event a regular, part-time employee is advanced to full-time status, full-time seniority and hire date for vacation and other labor agreement purposes shall begin as of the date of hire. At that point the employee shall have vacation pro-rated and paid upon request.

In Holiday weeks, regular part-time employees shall receive pro rata Holiday pay based on the ratio of the number of hours worked the week immediately preceding the holiday divided by five (5).

A regular part-time employee who performs no work for a period of Sixty (60) calendar days shall lose all seniority and benefit rights, and if rehired, shall be considered as a new employee.

ARTICLE 9 REST PERIOD BETWEEN SHIFTS

No employee shall be required or permitted to return to work in less than twelve (12) 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 PLANT OVERTIME

Each week management shall post an overtime poll list to be used during the next scheduled workweek. This poll list shall be posted no later than 12:00 PM on the Thursday of the preceding week. Employees desirous of overtime for such workweek must sign such list and indicate the days of availability for overtime assignments.

Daily overtime work of two (2) hours or less, not previously scheduled, shall be assigned to the employee(s) who originally started the job.

When more than two (2) hours are required, the overtime will be offered by

the following procedure.

1.) Department seniority for sixth- or seventh-day overtime shall be determined by the classification and shift on which the employee who signed the poll list, worked on the previous day.

2.) If the overtime is not filled by the above procedure, the company will then attempt to fill the overtime by seniority and qualification using the overtime poll. An employee who has signed the overtime poll will be given the option to work the full or partial shift or decline the overtime in its entirety. However, an employee who at the end of the week has refused overtime on three occasions will be removed from the poll list for a period of four (4) weeks. A refusal will not be counted against the Employee for that week if, the employee had worked eight (8) hours of overtime during the week, or the Company was unable to reach the employee.

3.) After following the above procedure, if the shift is still not filled, the company may require the least senior employee working within the department with the qualifications to work the entire shift. However, the company shall make reasonable attempts to relieve this employee as soon as possible.

4.) For purposes of this paragraph, full-time employees shall be offered overtime before part-time employees are offered the overtime.

5.) Nothing herein shall be construed to require the scheduling of overtime when another employee's scheduled hours can be extended, or part-time employees called in, without overtime penalty.

6.) Foreman will be considered for overtime outside of their home department, if the overtime poll is signed, as long as they are coming into to work in a classification and are qualified. Foreman will be paid the rate of the classification and not foreman wages. The Company reserves the right to accept overtime based on being qualified for the position.

For purposes of this Article, plant departments shall be defined as follows:

Plant Departments

- Bread Packaging
- Bread Production
- Bun Production
- Bun Packaging
- Freezer Line 1
- Freezer Line 2
- Sanitation
- Supply Chain (Shipping and Receiving)
- Cookie
- Package Donuts

The above does not in any way limit the Employer in requiring overtime if the business needs require, unless the employee has a justifiable excuse for not working the overtime.

Employees working vacation or day off relief in a classification eligible for overtime shall be considered employees of such classification for purposes of this section.

ARTICLE 11 NIGHT PREMIUM

All work performed between the hours of 6:00pm and 6:00 am shall be considered night work and shall be paid for at the additional rate of forty-five (.45) cents per hour.

ARTICLE 12 HEALTH AND DENTAL BENEFITS

Employees shall participate in the Employers Health Plan on the same basis as other employees of such plan. All employees enrolled in the health plan shall pay a weekly co-premium as follows:

| | Weekly | Weekly | Weekly | Weekly |
|--------------------------------|------------------|------------------|------------------|------------------|
| PPO w Incentive Account | Effective 1/1/24 | Effective 1/1/25 | Effective 1/1/26 | Effective 1/1/27 |
| Employee Only | \$ 16.50 | \$ 16.50 | \$ 16.50 | \$ 16.75 |
| Employee & Spouse | \$ 35.25 | \$ 35.25 | \$ 35.25 | \$ 35.75 |
| Employee & Children | \$ 30.75 | \$ 30.75 | \$ 30.75 | \$ 31.00 |
| Employee & Family | \$ 51.75 | \$ 51.75 | \$ 51.75 | \$ 52.25 |
| | | | | |
| HSA One | Effective 1/1/24 | Effective 1/1/25 | Effective 1/1/26 | Effective 1/1/27 |
| Employee Only | \$ 13.50 | \$ 13.50 | \$ 13.50 | \$ 13.75 |
| Employee & Spouse | \$ 28.75 | \$ 28.75 | \$ 28.75 | \$ 29.25 |
| Employee & Children | \$ 25.25 | \$ 25.25 | \$ 25.25 | \$ 25.50 |
| Employee & Family | \$ 42.25 | \$ 42.25 | \$ 42.25 | \$ 42.75 |
| | | | | |
| HSA Two | Effective 1/1/24 | Effective 1/1/25 | Effective 1/1/26 | Effective 1/1/27 |
| Employee Only | \$ 10.50 | \$ 10.50 | \$ 10.50 | \$ 10.75 |
| Employee & Spouse | \$ 22.50 | \$ 22.50 | \$ 22.50 | \$ 23.00 |
| Employee & Children | \$ 19.50 | \$ 19.50 | \$ 19.50 | \$ 19.75 |
| Employee & Family | \$ 33.00 | \$ 33.00 | \$ 33.00 | \$ 33.50 |
| | | | | |
| HSA Three | Effective 1/1/24 | Effective 1/1/25 | Effective 1/1/26 | Effective 1/1/27 |
| Employee Only | \$ 8.50 | \$ 8.50 | \$ 8.50 | \$ 8.75 |
| Employee & Spouse | \$ 18.00 | \$ 18.00 | \$ 18.00 | \$ 18.50 |
| Employee & Children | \$ 15.75 | \$ 15.75 | \$ 15.75 | \$ 16.00 |
| Employee & Family | \$ 26.50 | \$ 26.50 | \$ 26.50 | \$ 27.00 |
| | | | | |
| Kaiser HMO | Effective 1/1/24 | Effective 1/1/25 | Effective 1/1/26 | Effective 1/1/27 |
| Employee Only | \$ 33.50 | \$ 33.50 | \$ 33.50 | \$ 33.75 |
| Employee & Spouse | \$ 47.00 | \$ 47.00 | \$ 47.00 | \$ 47.50 |
| Employee & Children | \$ 40.50 | \$ 40.50 | \$ 40.50 | \$ 40.75 |
| Employee & Family | \$ 59.50 | \$ 59.50 | \$ 59.50 | \$ 60.00 |

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.

Employees who have retired on or before December 31, 1997, and who are eligible and have elected to participate in the Employer's retiree Plan I shall be grandfathered 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. The Company agrees to study potential modifications to the retiree benefit plan design for the purpose of slowing the rate 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 13 SICK LEAVE

Sick Leave shall be cumulative at the rate of one (1) hour for each 30 hours worked in a month of continuous employment. Employees will accrue a maximum of 48 hours of sick time per year. Unused sick leave shall not exceed a maximum accumulation of six hundred (600) hours.

A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave is to commence on the first (1st) full workday's absences.

One-half (1/2) of unused sick leave accumulation will be paid to active associates on day of retirement.

ARTICLE 14 PENSION PLAN

All contributions to be made in accordance with those prescribed in the CBA dated May 14, 2017, through May 16, 2020.

Company agrees to enter the Preferred Plan of the Bakery and Confectionary Union and Industry International pension fund. 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, 2002 (June 2002 hours), the contribution rate shall be one dollar and eighty-eight and one-half cents (\$1.885) per hour to fund a benefit level of nine hundred fifty dollars (\$950.00) and shall be allocated as follows: one dollar and twelve and one-half cents (\$1.125) per hour to provide coverage for a Normal, Reduced, Early Retirement, and Disability Pension (Plan A). Forty-seven and one-half cents (\$.475) per hour will be allocated to Golden 80/90 (Plan G/C), and twenty-eight and one-half cents (\$0.285) per hour to D3%.

Effective July 1, 2004 (June 2004 hours), the contribution rate shall be two-dollars and one cent (\$2.01) per hour to fund a benefit level of One thousand dollars (\$1,000.00) 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), and Thirty cents (\$0.30) per hour to D3%.

Effective January 1, 2005 (December 2004 hours), the contribution rate shall be two-dollars and fourteen and one-half cents (\$2.145) per hour to fund a benefit level of One thousand and fifty dollars (\$1,050.00) and shall be allocated as follows: One dollar and thirty and one-half cents (\$1.305) per hour to provide coverage for Normal, Reduced, Early Retirement, and Disability Pension (Plan A). Fifty-two and one-half cents (\$0.525) per hour will be allocated to Golden 80/90 (Plan G/C), and thirty-one and one half cents (\$0.315) per hour to D3%.

Effective June 1, 2006 (May 2006 hours) the contribution rate shall be two dollars and twenty-eight cents (\$2.28) per hour to fund a benefit level of eleven

hundred dollars (\$1,100) and shall be allocated as follows: one dollar and forty cents (\$1.40) per hour to provide coverage for Normal, Reduced, Early Retirement and Disability Pension (Plan A). Fifty-five cents (\$0.55) per hour will be allocated to Golden 80/90 (Plan G/C), and thirty-three cents (\$0.33) per hour to D3%.

Effective June 1, 2007 (May 2007 hours) the contribution rate shall be two dollars and forty-two cents (\$2.42) per hour to fund a benefit level of eleven hundred and fifty dollars (\$1,150) and shall be allocated as follows: one dollar and fifty cents (\$1.50) per hour to provide coverage for Normal, Reduced, Early Retirement and Disability Pension (Plan A). Fifty-seven and one-half cents (\$0.575) per hour will be allocated to Golden 80/90 (Plan G/C), and thirty-four and one-half cents (\$0.345) per hour to D3%.

Effective January 1, 2009 (December 2008 hours) the contribution rate shall be two dollars and fifty-six cents (\$2.56) per hour to fund a benefit level of twelve hundred dollars (\$1,200) and shall be allocated as follows: One dollar and sixty cents (\$1.60) per hour to provide coverage for Normal, Reduced, Early Retirement and Disability Pension (Plan A). Sixty cents (\$0.60) per hour will be allocated to Golden 80/90 (Plan G/C), and thirty-six cents (\$0.36) per hour to D3%.

Effective January 1, 2010 (December 2009 hours) the contribution rate shall be two dollars and seventy and one-half cents (\$2.705) per hour to fund a benefit level of twelve hundred and fifty dollars (\$1,250) and shall be allocated as follows: One dollar and seventy and one-half cents (\$1.705) per hour to provide coverage for Normal, Reduced, Early Retirement and Disability Pension (Plan A). Sixty-two and one-half cents (\$0.625) per hour will be allocated to Golden 80/90 (Plan G/C), and thirty-seven and one-half cents (\$0.375) per hour to D3%.

Effective January 1, 2011 (December 2010 hours) the contribution rate shall be two dollars and eighty-five cents (\$2.85) per hour to fund a benefit level of thirteen hundred dollars (\$1,300) and shall be allocated as follows: One dollar and eighty-one cents (\$1.81) per hour to provide coverage for Normal, Reduced, Early Retirement and Disability Pension (Plan A). Sixty-five cents (\$0.65) per hour will be allocated to Golden 80/90 (Plan G/C), and thirty-nine cents (\$0.39) per hour to D3%.

Effective January 1, 2012 (December 2011 hours) the contribution rate shall

be two dollars and ninety-two and one half cents (\$2.925) per hour to fund a benefit level of thirteen hundred and twenty-five (\$1,325) and shall be allocated as follows: One dollar and eighty-six and one half cents (\$1.865) per hour to provide coverage for Normal, Reduced, Early Retirement and Disability Pension (Plan A). Sixty-six and one quarter cents (\$0.6625) per hour will be allocated to Golden 80/90 (Plan G/C), and thirty-nine and three quarters cents (\$0.3975) per hour to D3%.

Effective January 1, 2013 (December 2012 hours) the contribution rate shall be three dollars (\$3.00) per hour to fund a benefit level of thirteen hundred and fifty-dollars (\$1,350) and shall be allocated as follows: One dollar and ninety-two cents (\$1.92) per hour to provide coverage for Normal, Reduced, Early Retirement and Disability Pension (Plan A). Sixty-Seven and one half cents (\$0.675) per hour will be allocated to Golden 80190 (Plan G/C), and forty and one half cents (\$0.405) per hour to D3%.

Effective January 1, 2014 (December 2013 hours) the contribution rate shall be three dollars and fifteen cents (\$3.15) per hour to fund a benefit level of fourteen hundred dollars (\$1,400) and shall be allocated as follows: Two dollars and three cents (\$2.03) per hour to provide coverage for Normal, Reduced, Early Retirement and Disability Pension (Plan A). Seventy cents (\$0.70) per hour will be allocated to Golden 80190 (Plan G/CY, and forty-two cents (\$0.42) per hour to D3%.

Effective May 4, 2014 (April hours) the contribution rate shall be three dollars and sixty three and 83/100 cents (\$3.6383) per hour to fund a benefit level of fourteen hundred dollars (\$1,400) and shall be allocated as follows: Two dollars and three cents (\$2.03) per hour to provide coverage for Normal, Reduced, Early Retirement and Disability Pension (Plan A). Seventy cents (\$0.70) per hour will be allocated to Golden 80190 (Plan G/C), forty-two cents (\$0.42) per hour to D3% and forty-eight and 83/100 cents (\$0.4883) allocated as supplemental contributions attributed to the Plan rehabilitation plan.

Effective May 4, 2015 (April hours) the contribution rate shall be three dollars and eighty-two and 02/100 cents (\$3.8202) per hour to fund a benefit level of fourteen hundred dollars (\$1,400) and shall be allocated as follows: Two dollars and three cents (\$2.03) per hour to provide coverage for Normal, Reduced, Early Retirement and

Disability Pension (Plan A). Seventy cents (\$0.70) per hour will be allocated to Golden 80/90 (Plan G/C), forty-two cents (\$0.42) per hour to D3% and sixty-seven and 02/100 cents (\$0.6702) allocated as supplemental contributions attributed to the Plan rehabilitation plan.

Effective May 4, 2016 (April hours) the contribution rate shall be four dollars and one and 12/100 cents (\$4.0112) per hour to fund a benefit level of fourteen hundred dollars (\$1,400) and shall be allocated as follows: Two dollars and three cents (\$2.03) per hour to provide coverage for Normal, Reduced, Early Retirement and Disability Pension (Plan A). Seventy cents (\$0.70) per hour will be allocated to Golden 80/90 (Plan G/C), forty-two cents (\$0.42) per hour to D3% and eighty-six and 12/100 cents (\$0.8612) allocated as supplemental contributions attributed to the Plan rehabilitation plan."

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.

Name: King Sooper, Inc.
 Account No. 7719-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 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 05/04/17 | Effective 05/04/18 | Effective 05/04/19 |
|---------------------|-----------------------|-----------------------|-----------------------|
| | \$1,400 | \$1,400 | \$1,400 |
| | Rate | Rate | Rate |
| Plan A | \$ 2.0300 | \$ 2.0300 | \$ 2.0300 |
| Plan C | 0.2800 | 0.2800 | 0.2800 |
| Plan CC | | | |
| Plan G | 0.4200 | 0.4200 | 0.4200 |
| Plan D 1% | 0.4200 | 0.4200 | 0.4200 |
| Surcharge GM | | | |
| 10% Surcharge Zone | 0.3150 | 0.3150 | 0.3150 |
| Schedule Rate | 0.7467 | 0.9573 | 1.1784 |
| Total Hourly | \$ 4.2117 | \$ 4.4223 | \$ 4.6434 |

| | Effective 05/04/20 |
|---------------------|-----------------------|
| | \$1,400 |
| | Rate |
| Plan A | \$ 2.0300 |
| Plan C | 0.2800 |
| Plan CC | |
| Plan G | 0.4200 |
| Plan D 1% | 0.4200 |
| Surcharge GM | |
| Surcharge Zone | 0.3150 |
| Schedule Rate | 1.4106 |
| Total Hourly | \$ 4.8756 |

ARTICLE 15 REST PERIODS

Individuals shall receive two (2) paid thirty (30) minute breaks and a fifteen (15) minute break for each two and a half (2 1/2) hours thereafter.

ARTICLE 16 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 employees covered by this Agreement be discriminated against for upholding the principles of the Bakery, Confectionery Tobacco Workers' and Grain Millers International Union of America, AFL-CIO, Local No. 26.

ARTICLE 17 HOLIDAYS

Holidays, for the purpose of this Agreement, shall consist of the following days: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, occurring in each calendar year and shall be considered as beginning at 12:00 midnight of the day preceding the holiday and ending at 12:00 midnight of the holiday.

All regular employees shall be entitled to three (3) personal holiday, which must be requested two (2) weeks in advance and approved by the immediate supervisor. The company retains the right to limit the number of persons who may schedule a person holiday in given week. The person holiday does not count as hours worked toward overtime calculations.

All pay for holiday will be based on the following, Associates will be paid for eight (8) hours if on a five-day, eight-hour schedule and associates will be paid for ten (10) hours if on a four-day, ten-hour schedule. This is to apply even if the employee works the holiday. This is provided they work all hours available on their regular scheduled workday immediately preceding 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 vacation pay.

Employees required to work on a holiday will receive time and one-half (1 1/2) their regular hourly rate for all hours worked on a holiday, in addition to the holiday pay as provided above.

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

ARTICLE 18 PLANT 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 plant, advise the management of said plant of his intention.

The Company will issue an entry badge to the Business Agent assigned as the Bargaining Unit Representative from BCTGM No. 26. It is understood that the badge will be used in accordance with all Company policies and subject to revocation should any violation(s) occur.

ARTICLE 19 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 20 SHOP STEWARDS

Shop Stewards shall be appointed by the Union. The Human Resources Leader 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, Human Resources Leader and the Steward prior to

the employee acting as a Steward.

The Company agrees to excuse all shop stewards for two (2) days per year to attend a Union sponsored shop steward educational conference.

ARTICLE 21 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 Plant 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 they 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 affected 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 by requesting with the supervisor to be scheduled within six (6) weeks of settlement of error. If the timeslip is not scheduled within the six (6) weeks, the timeslip shall be forfeited and no further remedy shall be required. If the company fails to honor the settlement of error (timeslip). The lost time will be paid to the employee. 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 work schedule.

ARTICLE 22 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 labor primary 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, Tobacco Workers and Grain Millers International Union Local 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 workday. Such picket line shall not interfere with work to be performed by engineers, sanitors, or such other employees as are required to secure the plant 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 23 VACATIONS

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:

Daily vacation may not be scheduled through the annual sign-up procedure. Requests for daily vacation must be made to their supervisor in writing by Tuesday prior to the posting of the schedule for the week in which the time off is requested.

Employees may not receive more than five (5) days of vacation pay in any calendar week. Not more than one (1) week (five (5) days) may be taken one (1) day at a time per anniversary year.

Weekly vacation request shall take preference over daily vacation request.

Every employee working under this Agreement who shall have been steadily employed by the Employer shall be allowed one (1) weeks' vacation with pay after one (1) years' service, two (2) weeks' vacation with pay after two (2) years' service, three (3) weeks' vacation with pay after five (5) years' service, four (4) weeks' vacation with pay after ten (10) years' service and five (5) weeks' vacation with pay after eighteen (18) years' service. Seniority by department shall govern the choice of time when vacation is taken, except for this purpose, only foremen will be considered as a separate group. The Employer agrees to make every possible effort to give seventy-five percent (75%) or more of said vacations between March 1st and November 30th of each year. At least one (1) employee is to be on vacation during all of said period, if necessary. Departments for the purpose of the Article shall be:

- Bread Packaging
- Bread Production
- Bun Production
- Bun Packaging
- Freezer Line 1
- Freezer Line 2
- Sanitation

- Supply Chain (Shipping and Receiving)
- Cookie
- Package Donuts

The number of hours, pay for each vacation week shall be the average number of regularly scheduled hours worked in the fifty-two (52) weeks immediately preceding the employee's anniversary date of employment, provided that such pay shall be for not less than forty (40) hours nor more than forty-eight (48) hours per week at straight-time hourly rate of pay. It is understood and agreed that an employee may receive vacation pay prior to going on vacation.

If an employee has picked their vacation and have hours available for this vacation, the company agrees to not change the date after it has once been set, except by permission of the employee and the Union. If the employee has used their vacation hours due to Personal Leaves of Absence or FMLA related absences, they may need to cancel vacations, up to but not including their last week, if they do not have hours available.

Continuity of employment for the purpose of this Article shall be considered as unbroken where a lapse of service due to layoff, granted leave of absence, illness or injury shall be less than a total of five hundred (500) work hours during the anniversary year. If such time off shall exceed five hundred (500) work hours, the employee's vacation shall be prorated that year.

A seniority list and vacation pick forms shall be posted or handed to team members in the plant no later than October 1st of each year and employees shall note vacation period of choice thereon. Vacation picks will follow seniority order. When a vacation pick is unavailable, team member will have forty-eight (48) hours from notification by the Company and a Steward, so that the vacation schedule can be completed by December 31st. Employees failing to designate their vacation choice in the allotted time shall lost their choice until all others have chosen.

Employees who split their vacations may exercise their seniority for only one (1) period until all others have chosen.

In the event a regular full-time employee who has been employed two (2) years or longer voluntarily quits or is discharged for reasons other than proven dishonesty, such employee shall be paid pro rata vacation pay earned up to the time the employment relationship is severed.

A part-time employee shall be entitled to a paid vacation after one (1) year of service and annually thereafter on a prorated basis. Such vacation shall be based on the number of hours worked during the anniversary year of two thousand eighty (2,080) hours.

Vacation is to be accrued on January 1 of each year. New hires will have vacation prorated for the remainder of the calendar year based on their hire date.

1st year – prorated:

- 1/1 – 3/31 = 4 days
- 4/1 – 6/30 = 3 days
- 7/1 – 9/30 = 2 days
- 10/1 – 12/31 = 0 days

If a new hire's employment is terminated for any reason within the first year of employment, he or she will not be paid for any unused vacation.

Any unused vacation will be paid out the first week of December.

ARTICLE 24 JURY DUTY

When an employee is called for jury service, they shall be compensated for time lost from their job at their 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. The vacated schedule may be offered on a voluntary basis and/or assigned to any unassigned relief person; however, if no such relief person is available, the schedule will be assigned to the least senior qualified employee plant-wide.

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, they shall be compensated at their regular straight-time hourly rate of pay for such time.

ARTICLE 25 LEAVES OF ABSENCE

The Company will provide Sickness and Accident coverage for full-time and part-time employees after 90 days of employment. The amount of weekly Sickness and Accident benefit will be sixty-six-and-two-thirds percent (66 2/3%) of weekly pay or up to a \$450 per week maximum, less applicable deductions.

- a. The maximum length of a Sickness and Accident will be 26 weeks. A maximum of 26 weeks paid leave will be granted in a 12-month period.
- b. The above weekly benefit will be payable beginning with the eighth (8th) day from injury or illness.
- c. The company reserves the right to contract a third party to administer the Sickness and Accident Coverage plan.

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 the leave period, they shall be entitled to an additional leave of six (6) months if they submit satisfactory medical evidence that they 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 their seniority. An employee who wishes to change their date of return to work shall notify the Plant 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 their seniority at the end of the leave. Any employee who wishes to change the date to return to work shall notify the Plant 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 the probationary time period.

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. The employee shall have the right to be reinstated to employment without loss or seniority.

Request for Leave of Absence – All leaves of absence must be requested in writing to the Human Resources and Third-Party Administrator 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.

Return from Leave of Absence – The employee must be qualified to resume regular duties upon return to work from an approved Leave of Absence. A doctor's certificate verifying that the employee is able to resume 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 26 DEATH IN THE IMMEDIATE FAMILY

Upon request, an employee covered by this Agreement shall be granted the necessary time off with pay at regular straight-time rate of pay in order to make arrangements for, attend a funeral and/or for grieving occasioned by a death in 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. The immediate family is defined as the employee's father, mother, grandparents, spouse, children, brother, or sister; and the father, mother, brother or sister of the then existing spouse, stepchild, and grandchild.

ARTICLE 27 SENIORITY

An employee's first forty-five (45) calendar days of employment shall be considered a probationary period during which time the employee may be terminated for any reason, and the employee 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.

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 a Company required orientation class (scheduled after the first day the employee reports to the assigned work location) will in no way interrupt competitive seniority.

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. When a senior employee's job is abolished, the employee may be allowed to take a layoff in lieu of displacing a lesser senior employee.

Foreman positions are exempt from all seniority provisions and such persons shall be appointed at the discretion of management. Foreman shall not have super seniority. Foreman shall be placed or removed from such position at the discretion of management. They may relinquish their position and bid on any job vacancy.

Foreman shall have seniority rights for shift preference and other rights only as to other foreman.

Seniority shall be applied on a departmental basis for promotions, job preferences and shift changes. Seniority shall be applied on a bargaining unit basis in cases of layoff and rehiring, except that part-time employee shall only have seniority as to other part-time employees until the part-time employee attains full-time status. These employees shall be given the opportunity for all full-time vacancies based on their seniority status.

"The Employer retains the right to hire part-time employees within each classification and department within the Plant. The Company agrees to bid part-time vacancies on the same basis as full-time vacancies are bid pursuant to this Article". A part-time employee who performs no work for a period of sixty (60) working days shall lose all seniority rights and if rehired, shall be considered as a new employee.

There shall be two (2) seniority lists: (a) full-time and (b) part-time employees. Seniority shall terminate for any of the following reasons:

- a) Voluntarily quits.
- b) Discharge for just cause.
- c) Lay-off for more than nine (9) months.
- d) Failure to return to work in accordance with the terms of a leave of absence.
- e) Failure to report for work upon recall after a layoff within five (5) days after date of mailing of recall notice sent by registered letter (return receipt

requested) to the last address furnished in writing to the Employer by the employee.

f) Failure to report for work for three (3) days without notifying the Employer.

Notice of lay-off shall be given to the affected employees as soon as practicable. All reductions are to be considered as temporary unless management has determined a department, job or shift will be permanently eliminated. However, the Employer retains the right to reinstate the department, job or shift.

If the department, job or shift is reinstated within six (6) months from the date of reduction, employees who were displaced as a result of the reduction shall be returned to their previously held department, job or shift unless the employees bid another position. If the department, job or shift is not reinstated within six (6) months from the date of the reduction, employees displaced as a result of the reduction shall remain in their current position. If the department, job or shift is reinstated after six (6) months from the date of the reduction, such department, job or shift shall be considered a vacancy and shall be bid.

PLANT DEPARTMENT When a permanent job opening occurs, the job bid shall be posted within ten (10) working days and the job shall be posted for five (5) working days. An employee wishing to bid on the job shall write their name and seniority status on the posted notice. The most senior employee whose fitness and ability are equal to that of all other bidders shall be awarded the bid. An employee wishing to bid on the job shall write their name and seniority status and the employee having the greatest seniority shall be awarded the job. The successful bidder shall be placed on the job so awarded within thirty (30) calendar days. The successful bidder shall have a ten (10) calendar day period after being placed in the job in which they may exercise the right to return to their previously held position.

When an employee is displaced through a bump and voluntarily vacates the position by winning a bid, within 10 days, the displaced employee may elect to return to the previously held position or keep the current position.

The vacancy so created, and two (2) subsequent bid openings shall be posted for bid and awarded.

An employee who is awarded a bid shall not be permitted to bid on a vacancy for nine (9) months after being awarded such a bid. It is understood that any employee who wins a job bid, and the company does not train the individual in all functions of said job during their qualification period shall not be denied the right to bump any job that the employee would have otherwise been trained. If an employee bids on and is awarded a vacancy and fails to qualify, the employee shall be returned to their former job and the vacancy shall not be for bid but shall then be awarded to the next senior employee who has signed the bid and who has the qualifications and ability to do the job. Employees agree to exercise their bid in good faith.

Permanent job openings shall be vacancies occurring by promotions, terminations, either by discharges or resignations or newly created jobs and/or shift. The subsequent vacancy shall be posted for bid in the same manner as described above on a plant wide basis. When an employee has an opportunity to exercise seniority to displace a less senior employee due to a change in starting time of more than two (2) hours, change of days off or a substantial change of job content such employee must decide within seventy-two (72) hours whether to displace another employee or remain on the job as changed. An employee who elects to displace another employee must be qualified to perform such employees job and will be moved into the new job not later than the next schedule after the Employer is notified of the decision.

Temporary vacancies due to vacations, leaves of absence, interim assignments and seasonal requirements are not subject to the bid procedures.

When a reduction occurs, the employees with the least seniority in the classification in the department may exercise to claim a job to which their seniority would entitle them. However, the employee must be qualified and have demonstrated ability to do the job, i.e., proven past experience, for which the employee has made his preference known. Employees exercising their seniority pursuant to this provision shall have thirty (30) days to qualify for the job. Failure to qualify for the job will result in removal from the job and placement on the least senior employee job. Any employee who was displaced by an employee where the displacing employee fails to qualify shall be returned to their former job.

If an associate is bumped or displaced from their awarded position, the Company must notify the associate of the bump no less than 72 hours before the next weekly schedule is posted. If the associate is out due to vacation, approved leave of absence, or any other company approved time off then they will remain or float on the shift they were bumped from until proper notice can be given.

An employee being laid off may exercise seniority to displace a lesser senior employee in the same status in the Department if the employee has performed work within the classification being bumped. An otherwise unqualified employee being laid off may exercise seniority to claim a vacant position at retail if the Employer intends to hire and train an unqualified applicant off-the-street.

For purpose of Article 27, the term qualified shall be interpreted to mean the employee has previously held the job and can demonstrate the ability to perform the job. For the job classifications of Sanitor, Phaser, Catcher/Phaser, Cookie Catcher, Donut Packing, Pan Pusher and Bag Inserter, the employee must be able to demonstrate an ability to perform the job to be considered qualified.

BARGAINING NOTE: The Union is advised the Employer intends to discontinue its past practice in the following areas and return to the express provisions of the collective bargaining agreement:

1. Interpretation of term qualified
2. Bidding of Temporary vacancies. Temporary vacancies shall be defined as vacancies of ninety (90) days or less, including, but not limited to, vacation relief, interim assignments, leaves of absence, and one-hundred days (100) for seasonal requirements, etc.

DEMOTIONS AND STEP DOWNS: Whenever a Plant employee is demoted from position, after the probationary period, such employee shall be allowed to bump a less senior full-time employee in any classification for which such employee has seniority to claim and is qualified. Whenever a Plant employee voluntarily steps down from

position, after the probationary period, such employee shall be placed in the lowest senior full-time position in the Bakery Plant.

ARTICLE 28 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 29 POSTING

A copy of this Agreement shall be placed in a conspicuous place in the shop or factory and shall not be torn down or destroyed. The Company shall provide a protective plastic covering for the Agreement.

ARTICLE 30 TRAINEES

When an associate starts in a new classification, they will be paid at the rate of the new classification.

ARTICLE 31 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 32 SCHEDULE POSTING

The schedule of starting times for the workweek for each employee shall be posted no later than noon (12:00pm) Thursday of the preceding week and shall not be changed later, except in cases of emergencies, illness, accident, absence of other employees, breakdowns, order changes, or Acts of God. The Company agrees to notify the affected employees via phone call, text or direct communication.

ARTICLE 33 REPORTING FOR WORK

Any regular employee reporting for work must be paid for the day's work, except if a plant 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 34 HEALTH AND SANITATION

The company agrees to provide shoes and prescription safety glasses. This critical personal protective equipment must comply with safety and SQF requirements. The benefits will be listed below:

- Individual(s) in freezer classification: \$125 annually for freezer boots
- All individuals covered by this CBA will receive \$125 to be used toward slip-resistant shoes. This will be paid to the employee in Period 1 of each fiscal year so that shoes can be purchased through a company of their choice.

All individuals requiring prescription safety glasses will be given the following benefit through a voucher at a company directed vendor.

- \$150 initially for frames and lenses
- \$100 for lenses every two (2) years thereafter

ARTICLE 35 SEVERANCE PAY

- 1.) It is agreed that each full-time employee who is displaced from employment by reason of the permanent closing of an entire plant or the permanent closing of a department thereof, by the introduction of labor saving equipment, or by lay-off shall be compensated for such displacement provided the employee has been actively employed by the Employer for a period of at least three (3) years from last date of hire. An eligible employee's compensation for displacement shall be on the basis of thirty (30) hours of severance pay at straight-time hourly rate of pay for each full year, or major portion thereof, of such employment commencing with the fourth (4th) year thereof. Payment under this formula shall be limited to a maximum of nine hundred (900) hours, severance

pay...."severance pay, except the maximum payment limit shall be one thousand (1000) hours, severance pay, if the employee is laid off as the result of the permanent closing of the entire plant."

- 2.) The above-described Severance Pay will not be paid to:
 - a) Any employee who is offered employment with the Company at the same location.
 - b) Any employee who accepts a job with the Company at any location.
 - c) Any employee who voluntarily quits or is discharged for cause before separated from employment by the Company.
- 3.) Any employee accepting Severance Pay shall forfeit and cease to have any seniority and recall rights as provided for in this Agreement.
- 4.) Any employee re-employed after receiving Severance Pay shall be considered a new employee from the date of re-employment.
 - a) In the event an eligible employee wishes to remain on plant seniority list, for the purpose of possible recall, the employee may elect to defer acceptance of severance pay for a period of twelve (12) months. At any time during such period, however, the employee may request severance pay and right of recall and seniority shall terminate as of that date.
 - b) If such employee has not been recalled by the end of such period, the employee shall be paid severance pay and right of recall and seniority shall terminate as of that date.

ARTICLE 36 INJURY ON THE JOB

In the event an employee is injured on the job to the extent that the employee cannot complete their 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 37 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 38 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 39 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 27, Seniority.
- 3) Where employees are laid off, the severance pay article shall come into effect as written.

ARTICLE 40 RIGHTS OF MANAGEMENT

The Employer retains the right to manage the plant, 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.

BARGAINING NOTE: The Union understands the Company currently has in place a drug and alcohol testing policy at the Plant and that such policy is unchanged by implementation of this provision.

ARTICLE 41 JOINT LITERACY PROGRAM

The Company and the International Union recognize that both the Company and the workers benefit when workers can read and write and communicate in English. In today's bakery, the ability to read and communicate in English is important in assuring worker safety and the highest possible quality.

The International Union and Company shall appoint a joint committee of Union officers and Company management which shall meet over the life of the Agreement to develop joint approaches to promoting workplace literacy.

ARTICLE 42 TERMS OF AGREEMENT

This Agreement shall be in full force and effect from and after May 19, 2024, and continues and remains in full force and effect through May 15, 2027, unless either of the parties shall give written notice to the other party of its desire to negotiate changes, said notice to be given on or before May 18, 2024, it is the understanding and agreement of the parties hereto that said Agreement shall be automatically extended for an additional period of one (1) year, and from year to year thereafter.

APPENDIX "A"

| | 5/19/2024 | 5/18/2025 | 11/16/2025 | 5/17/2026 | 11/22/2026 |
|--|------------------|------------------|-------------------|------------------|-------------------|
| New Hires (Probation Period) | \$23.58 | \$24.43 | \$24.73 | \$25.63 | \$25.93 |
| Sanitor, Phaser, Catcher/Phaser, Cookie Catcher, Donut Packing, Pan Pusher and Bag Inserter | \$27.74 | \$28.59 | \$28.89 | \$29.79 | \$30.09 |
| Machine Operator, Forklift Driver, Supply Chain (Warehouse/Distribution/Receiving) | \$27.92 | \$28.77 | \$29.07 | \$29.97 | \$30.27 |
| Mixer, Oven Operator, Sanitor (Fryer), Sanitor (Projects), Production Relief, Vacation Relief | \$28.25 | \$29.10 | \$29.40 | \$30.30 | \$30.60 |
| Foreperson | \$29.64 | \$30.49 | \$30.79 | \$31.69 | \$31.99 |

In determining the proper wage rate for newly hired plant employees, the Employer will give recognition to the -verified number of hours of actual work experience on a comparable job in a comparable bakery plant operation which said newly hired employee may have performed within the previous two (2) years for any other employer in a similar bakery plant operation, but not more than one (1) progression level of credit. 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.

LETTERS OF AGREEMENT

The following Letters of Agreement and Understanding shall be continued or incorporated into the contract whose dates are May 4, 2014 to May 13, 2017. It is the Company's intent to delete any Letter not specifically mentioned herein.

1. Supplement Agreement from November 27, 1977.
2. Grievance Mediation signed by Susan Meader and Wayne Brewer dated 2/13/90.
3. Letter of Understanding Relief of Foremen signed by Steve DiCroce dated 2/13/90.
4. Bakery Plant Absentee Policy Grievances signed by Steve DiCroce and Daniel Brewer dated 1/5/95.
5. Layoff letter signed by Steve DiCroce and Wayne Brewer dated 2/27/90.
6. Letter of Understanding – Last Chance Agreements for Attendance by Luke Clayton and Clifton Horton signed 3/20/17.
7. Letter of Understanding – Foremen Rate of Pay by Luke Clayton and Clifton Horton signed 11/21/17.

SUPPLEMENTAL AGREEMENT #1

The provisions of the Agreement between the parties covering the period from May 1, 1977 through May 1, 1980, shall remain in effect until November 26, 1977. The following provisions shall become effective November 27, 1977.

1.) (a) Any employee who is assigned to a work schedule that does not provide for two (2) consecutive days off shall be credited with fifteen (15) earned work credits for each Sunday worked under any such non-consecutive day work schedule.

(b) Moreover, it is the intention of this Agreement that the Employer shall either establish work schedules which provide for consecutive days off or pay the earned work credit. Accordingly, when an employee is assigned to a work schedule which provides for Sunday off but does not provide for two (2) consecutive days off, such employee shall also be credited with fifteen (15) earned work credits for each such non-consecutive day work schedule.

(c) It is understood that for the purpose of determining earned work credit an employee's holiday shall be his day off closest to the calendar day on which the contract holiday falls, and such day shall be considered a day worked.

2.) (a) Each earned work credit shall have a value of One Dollar (\$1.00).

(b) Earned Work Credits shall be accrued during the twelve (12) months ending with the last pay period prior to December 1 of each year, and shall be paid in the form of a lump sum not later than December 15 to employees with at least (30) days of service who, on December 1, are:

- a. Regular full-time employees, or
- b. Regular full-time employees who have continued on the payroll as part-time employees, or
- c. Part-time employees who became eligible for accruals while working full-time as vacation relief or otherwise, or
- d. Employees on layoff status with right to recall, or
- e. Employees who retire prior to December 1, or
- f. Employees who have died prior to December 1, or

- g. Employees permanently separated prior to December 1, as the result of a plant closing, or
- h. Employees with at least one (1) year of service who terminate their employment for any reason prior to December 1, and who do not fall into any of the above categories.

(c) If the employee requests and the Employer agrees, the earned Work Credits, once accrued, may be taken in lieu of paid time off.

3.) It is expressly understood and agreed that:

- (a) Except as provided by Section 2 (c), no employee shall have the right to receive any payment for Earned Work Credits unless the employee qualifies on December 1, of each year for such payment, in accordance with the provisions of Section 2.
- (b) The accrual or payment of Earned Work Credits will not be included in the computation of any other fringe benefit, including overtime, and
- (c) This Article shall not be constructed to require the Employer to duplicate payments for Health and Welfare or Pension for any employee.

MEMORANDUM OF AGREEMENT #2 GRIEVANCE MEDIATION

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:
 - Determine a new impartial mediator when needed.
 - a. 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.
 - b. 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.
 - c. 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.

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

LETTER OF UNDERSTANDING #3 RELIEF OF FOREMEN

It is understood between the Bakery, Confectionery and Tobacco Workers' International Union, AFL-CIO, CLC, Local No. 26 and King Soopers, Inc. that classified bid jobs can be used to relieve foremen on their day(s) off. It is understood that such advancement will be to the foremen's rate.

**LETTER OF UNDERSTANDING #4 BAKERY PLANT ABSENTEE POLICY
GRIEVANCES**

King Soopers and B.C. & T. Local No. 26 hereby agree to the following settlement of the above referenced grievances.

1. The Company agrees to roll back the specific employees named in the above referenced grievances to the next lower level of discipline and back the difference in back pay. For example, a three-day suspension will be reduced to a one-day suspension and two days of back pay will be paid.
2. The Union reserves the right to grieve any discipline it feels was administered without cause.
3. The parties agree future discipline will be progressive from the last discipline given the employee (for example, an employee that last received a written warning, will receive a one-day suspension for the next violation). However, for purposed of determining what if any disciplinary action should be taken for future violation, the Company will clear all Bakery Plant employee incidents of absence or tardiness for the 13 week period immediately preceding the execution of this Agreement.
4. Nothing in this Agreement should be considered to prevent the Company from changing, modifying or eliminating its Bakery Plant Attendance policy, provided the Union is given proper notice.

LETTER OF UNDERSTANDING #5 BAKERY PLANT LAYOFFS AND RECALLS

King Soopers, Inc. and B. C. & T. Local No. 26, hereby agree to the following understanding regarding the layoffs of full-time employees at the Bakery Plant:

When it is necessary to lay off a full-time employee at the Bakery Plant, the layoff shall begin with the least senior full-time employee in the department, classification and job where the reduction needs to occur. Such employee shall be given the following options:

1. Accept the Layoff
2. Displace a lesser senior full-time employee in a classification and job in which the employee is qualified to perform the work.
3. Displace the least senior part-time employee. Upon displacing the least senior part-time employee, the affected full-time employee shall be immediately re-classified to part-time and shall be treated as a part-time employee in accordance with the labor agreement. The employee who elects to displace the part-time employee shall retain his bargaining unit seniority date.
4. Upon recall, the Company agrees to recall full-time employees who are on layoff, or have elected to take part-time positions, by seniority to positions they are qualified to perform. A full-time employee who has not been recalled back to work within nine (9) months if employed less than 2 years or within twelve (12) months if employed more than 2 years shall lose their recall rights.

It is further understood that recall rights for a part-time employee, who was hired as such and not reduced from full-time, shall be 60 days. It is understood that a full-time employee electing layoff shall not be recalled to part-time positions unless such employee requests to be recalled to part-time to the Plant Manager. In the event a full-time employee accepts recall to part-time, then such employee shall continue to have 9/12 months recall rights from the date of original layoff to a full-time position as defined above.

Letter of Understanding #7 Foremen Rate of Pay

King Soopers, Inc. and B.C. & T. Local No. 26, hereby agree to the following understanding regarding rates of pay for individuals who are no longer foremen, or who are not actively working as a foreman:

Foreman Wages for Foreman Work

The Company and Union also agree that an individual will only be paid foreman wages when they are actively filling the position of a foreman. Specifically, a relief foreman will only be paid foreman wages when they perform the role of a foreman during their entire shift.

The Company will post notification along with the Union on the effective date of this agreement.

16. Retro pay if the Negotiations continue past the CBA expiration date.

Letter of Understanding #8 Rest Periods

King Soopers, Inc. and B.C. & T. Local No. 26, hereby agree to the following understanding regarding rest periods for eight (8) hour shifts, as referenced in Article 15, and ten (10) hour shifts, as referenced in Article 6. Rest periods are to reflect the current practice as noted below.

Eight (8) hour shifts: Individuals shall receive two (2) paid thirty (30) minute breaks and a fifteen (15) minute break for each two and a half (2 1/2) hours thereafter.

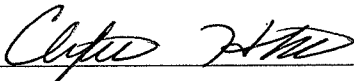
Ten (10) hour shifts: Individuals shall receive two (2) paid thirty (30) minute breaks and a third 20-minute break after eight hours of work.

All break times include walking to and from an individual's respective job.

The Company will post notification along with the Union on the effective date of this agreement.

IN WITNESS WHEREOF the said parties have caused duplicate copies to be executed by their duly authorized officers this 27 day of March 2025.

Bakery, Confectionery, Tobacco Worker's and Grain Millers International Union, AFL-CIO Local 26, Denver, Colorado



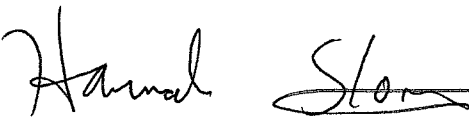
BCTGM Representative

3/27/2025
Date

BCTGM Representative


Date

King Soopers Bakery, A Division of The Kroger CO.



Kroger Co dba King Soopers Representative

3/27/2025
Date



Kroger Co dba King Soopers Representative

3/27/2025
Date