Warehouse Employees Union Local No. 730 and Contributing Companies' Prepaid Legal Services Fund

911 Ridgebrook Road
Sparks, Maryland 21152-9451
Telephone: (800) 730-2241
www.associated-admin.com

8400 Corporate Drive, Suite 430
Landover, Maryland 20785-2361
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Agenda

June 6, 2022

9:00 AM

I. Call to Order

II. Minutes, Regular Meeting – March 14, 2022

III. Financial Report – Investment Performance Services

IV. Counsel Report

V. Administrative Manager Report

VI. Invoices

VII. Other Fund Business

VIII. Next Meeting Date and Location

IX. Adjournment

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and Contributing Companies' Prepaid
Legal Services Fund

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DRAFT

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE WAREHOUSE EMPLOYEES UNION LOCAL NO. 730 & CONTRIBUTING COMPANIES' PREPAID LEGAL SERVICES FUND MARCH 14, 2022 VIA TELECONFERENCE

The following Trustees were present:

UNION TRUSTEES
R. Brooks - Chairman
J. Venable
T. Richardson – Alternate

EMPLOYER TRUSTEES
M. Bull – Secretary
J. Paradis
H. Sebhat
M. Goble – Alternate

Also present were:

A. Cochran – Associated Administrators, LLC
M. DeLancey – Blank Rome LLP
R. Grant – Associated Administrators, LLC
R. Sichel – Investment Performance Services, LLC

I. CALL TO ORDER

A quorum being present, the meeting was called to order.

II. MINUTES

The Trustees reviewed the minutes of the last regular meeting held December 17, 2021.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

> **RESOLVED that the minutes of the last regular meeting held on December 17, 2021 are approved as presented.**

III. FINANCIAL REPORT

The Trustees welcomed Mr. Rich Sichel of IPS to the meeting.

Mr. Sichel reviewed his report titled, "Investment Performance Analysis – December 31, 2021" beginning with IPS' market commentary. Mr. Sichel noted the asset allocation as follows: 43.40% in Investment Grade Income, 50.70% in Short Duration High Yield Fixed Income, and 5.80% in cash and equivalents. The Atlanta Capital Management Fund held $411,429 in investments, and the Chartwell Short Duration High Yield Fund held $480,818. The PNC Prime Money Market held $55,208.

The Trustees thanked Mr. Sichel for his report, and he was excused from the meeting.

IV. COUNSEL REPORT

Mr. DeLancey said there were no legal matters pending before the Board of Trustees at this time.

V. ADMINISTRATIVE MANAGER'S REPORT

Ms. Cochran presented the Administrative Manager's Report for the fourth quarter 2021. Such report showed employer contributions of $24,242, miscellaneous income of $0 and interest and dividend income of $5,169, producing a total income of $29,411 for the quarter. Benefit expenses were $12,806 and operating expenses were $7,284, producing a total expense of $20,090, resulting in a net surplus of $9,321 for the quarter. Ms. Cochran noted that contributions were made on behalf of 646 participants.

VI. INVOICES

Ms. Cochran presented a list of invoices dated March 14, 2022 for Trustee review. It was noted that there were no additions, deletions or changes to the list.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

> **RESOLVED that the invoices on the list dated March 14, 2022 are approved for payment as presented.**

VII. OTHER FUND BUSINESS

A. Provider Report – Law Offices of Steven Sindler

Ms. Cochran noted a copy of the report titled “Annual Report- For the Reporting Period January 1, 2021 to December 31, 2021” was provided prior to the meeting. She reviewed the quarterly and total annual utilization for each benefit category, including the new case count, hours, and charges. There were 43 new cases in the 2021 Plan year with 332.30 attorney hours, resulting in benefit payments totaling $46,522.80.

B. 2022 Auditor Engagement Letter

Ms. Cochran reported receipt of the 2022 Auditor Engagement Letter for the 2021 Plan year which reflects a 3% increase resulting in an annual fee of $6,500.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

RESOLVED to approve the 2022 Auditor Engagement letter for Plan year 2021 at an annual fee of $6,500.

C. <u>Form 1099MISC</u>

Ms. Cochran reported the 1099MISC Forms were mailed on January 21, 2022**.**

VIII. <u>NEXT MEETING DATE AND LOCATION</u>

After discussion, the Trustees selected June 6, 2022 as their next regular meeting via conference call.

IX. <u>ADJOURNMENT</u>

There being no additional business to come before the Trustees, the meeting was adjourned.

Respectfully submitted,

Michael Bull

Secretary

WAREHOUSE EMPLOYEES UNION
LOCAL NO. 730 AND CONTRIBUTING COMPANIES'
PREPAID LEGAL SERVICES FUND

FIRST QUARTER 2022

ADMINISTRATIVE MANAGER'S REPORT

FIRST QUARTER 2022
CONTRIBUTIONS

EMPLOYER	RATE	HOURS	PARTICIPANTS	CONTRIBUTIONS
CANADA DRY	$0.07	92,683.63	212	$ 6,488
CANTEEN VENDING	$0.07	41,799.57	90	$ 2,926
EIGHT O'CLOCK COFFEE	$0.07	23,412.75	51	$ 1,639
GIANT 922	$0.07	4,640.00	9	$ 325
GIANT RECYCLING	$0.07	10,864.47	22	$ 761
GIANT WAREHOUSE	$0.07	121,728.56	210	$ 8,521
QUALITY CUSTOM DISTRIBUTION	$0.07	26,022.10	59	$ 1,822
UNION LOCAL 730	$0.07	1,408.00	3	$ 99
WASHINGTON FOOD	$0.07	1,249.50	3	$ 87
TOTAL		**323,808.58**	**659**	**$ 22,668**

AVERAGE HOURLY INCOME	$0.07

FIRST QUARTER 2022
EXPENSES

BENEFIT EXPENSES	AMOUNT	AVG. HRLY. COST	PERCENTAGE
STEVEN M. SINDLER	$ 5,817	$ 0.018	45.71%
SUBTOTAL	$ 5,817	$ 0.018	45.71%

OPERATING EXPENSES	AMOUNT	AVG. HRLY. COST	PERCENTAGE
ADMINISTRATION	$ 4,111	$ 0.013	32.31%
MISCELLANEOUS	$ 2,797	$ 0.008	21.98%
SUBTOTAL	$ 6,908	$ 0.021	54.29%

TOTAL EXPENSES	**$ 12,725**	**$ 0.039**	**100.00%**

MISCELLANEOUS

MISCELLANEOUS EXPENSES	AMOUNT	AVG. HRLY. COST	PERCENTAGE
ATLANTA CAPITAL MNGMT	$ 154	$ -	1.2%
INVESTMENT PERFORMANCE SERVICES	$ 1,250	$ 0.004	9.8%
LEGAL	$ 1,320	$ 0.004	10.4%
POSTAGE	$ 73	$ -	0.6%
TOTAL	**$ 2,797**	**$ 0.008**	**22.0%**

2022
QUARTERLY RECAP

	FIRST 2022	SECOND 2022	THIRD 2022	FOURTH 2022	TOTAL
CONTRIBUTIONS	$ 22,668	$ -	$ -	$ -	$ 22,668
MISCELLANEOUS	$ -	$ -	$ -	$ -	$ -
INTEREST & DIVIDENDS	$ 5,018	$ -	$ -	$ -	$ 5,018
TOTAL INCOME	$ 27,686	$ -	$ -	$ -	$ 27,686
BENEFIT EXPENSES					
PROVIDER	$ 5,817	$ -	$ -	$ -	$ 5,817
SUBTOTAL	$ 5,817	$ -	$ -	$ -	$ 5,817
OPERATING EXPENSES					
ADMINISTRATION	$ 4,111	$ -	$ -	$ -	$ 4,111
MISCELLANEOUS	$ 2,797	$ -	$ -	$ -	$ 2,797
SUBTOTAL	$ 6,908	$ -	$ -	$ -	$ 6,908
TOTAL EXPENSES	$ 12,725	$ -	$ -	$ -	$ 12,725
TOTAL INCOME	$ 27,686	$ -	$ -	$ -	$ 27,686
TOTAL EXPENSES	$ 12,725	$ -	$ -	$ -	$ 12,725
SURPLUS (DEFICIT)	**$ 14,961**	**$ -**	**$ -**	**$ -**	**$ 14,961**
AVERAGE HOURLY INCOME	$ 0.09	$ -	$ -	$ -	$ 0.09
AVERAGE HOURLY EXPENSES	$ 0.04	$ -	$ -	$ -	$ 0.04
SURPLUS (DEFICIT)	$ 0.05	$ -	$ -	$ -	$ 0.05
NUMBER OF PARTICIPANTS	659	0	0	0	659

2021
QUARTERLY RECAP

	FIRST 2021	SECOND 2021	THIRD 2021	FOURTH 2021	TOTAL
CONTRIBUTIONS	$ 21,967	$ 22,528	$ 23,555	$ 24,242	$ 92,292
MISCELLANEOUS	$ -	$ -	$ -	$ -	$ -
INTEREST & DIVIDENDS	$ 5,712	$ 6,166	$ 5,583	$ 5,169	$ 22,630
TOTAL INCOME	$ 27,679	$ 28,694	$ 29,138	$ 29,411	$ 114,922
BENEFIT EXPENSES					
PROVIDER	$ 4,840	$ 17,774	$ 11,104	$ 12,806	$ 46,524
SUBTOTAL	$ 4,840	$ 17,774	$ 11,104	$ 12,806	$ 46,524
OPERATING EXPENSES					
ADMINISTRATION	$ 3,926	$ 3,931	$ 3,932	$ 3,960	$ 15,749
MISCELLANEOUS	$ 2,841	$ 6,865	$ 8,275	$ 3,324	$ 21,305
SUBTOTAL	$ 6,767	$ 10,796	$ 12,207	$ 7,284	$ 37,054
TOTAL EXPENSES	$ 11,607	$ 28,570	$ 23,311	$ 20,090	$ 83,578
TOTAL INCOME	$ 27,679	$ 28,694	$ 29,138	$ 29,411	$ 114,922
TOTAL EXPENSES	$ 11,607	$ 28,570	$ 23,311	$ 20,090	$ 83,578
SURPLUS (DEFICIT)	**$ 16,072**	**$ 124**	**$ 5,827**	**$ 9,321**	**$ 31,344**
AVERAGE HOURLY INCOME	$ 0.09	$ 0.09	$ 0.09	$ 0.09	$ 0.09
AVERAGE HOURLY EXPENSES	$ 0.04	$ 0.09	$ 0.07	$ 0.06	$ 0.07
SURPLUS (DEFICIT)	$ 0.05	$ -	$ 0.02	$ 0.03	$ 0.02
NUMBER OF PARTICIPANTS	641	643	642	646	643

FIRST QUARTER 2022
CONTRACT INFORMATION

COMPANY	CURRENT RATE	RATE EFF. DATE	CBA EXPIRATION
CANADA DRY	$0.07	02-27-15	02-26-24
CANTEEN VENDING	$0.07	10-13-17	10-12-21
EIGHT O'CLOCK COFFEE	$0.07	10-01-04	07-17-27
GIANT 922	$0.07	04-28-11	06-20-26
GIANT RECYCLING	$0.07	08-01-04	06-20-26
GIANT WAREHOUSE	$0.07	05-30-04	05-15-27
QUALITY CUSTOM DISTRIBUTION	$0.07	07-28-16	07-28-25
UNION LOCAL 730	$0.07	05-30-04	Follows Giant Warehouse CBA
WASHINGTON FOOD	$0.07	11-01-06	10-31-24

FIRST QUARTER 2022
UTILIZATION

STEVEN M. SINDLER

CATEGORY	TYPE	NEW CASES	ATTORNEY HOURS	PARALEGAL HOURS	HOURLY RATE	TOTAL CHARGES
01	ADVISE AND CONSULTATION	1	1.00	0.00	$ 140	$ 140
02	WILL	0	0.00	0.00	$ 140	$ 0
03	FAMILY	0	3.50	0.00	$ 140	$ 490
04	REAL ESTATE	0	0.00	0.00	$ 140	$ 0
05	TRAFFIC	1	14.10	0.00	$ 140	$ 1,974
06	CRIMINAL	0	22.95	0.00	$ 140	$ 3,213
07	JUVENILE	0	0.00	0.00	$ 140	$ 0
08	PROBATE/ESTATE	0	0.00	0.00	$ 140	$ 0
09	CIVIL PROCEEDINGS	0	0.00	0.00	$ 140	$ 0
TOTALS		2	41.55	0.00		$5,817

ALL HOURS	41.55
ADJUSTED HOURS	41.55
COST PER HOUR	$140.00

LEGAL
DELINQUENCY REPORT
As of March 31, 2022

NONE

Warehouse Employees Union Local No. 730
and Contributing Companies' Prepaid Legal Services Fund

INVOICES
June 6, 2022

Associated Administrators, LLC

3/24/2022	Mailing Form 1099NEC	$ 1.59

Atlanta Capital Management Co., LLC

5/2/2022	Fee for investment services rendered through March 31, 2022	$ 150.00

Blank Rome LLP

5/5/2022	Fee for professional services rendered through April 30, 2022	$ 858.00
4/5/2022	Fee for professional services rendered through March 31, 2022	$ 660.00
3/3/2022	Fee for professional services rendered through February 28, 2022	$ 528.00

Investment Performance Services, LLC

3/22/2022	Fee for professional services rendered through March 31, 2022	$ 625.00

Novak Francella, LLC

5/3/2022	Fee for Audit services performed through April 2022	$ 1,035.00

MEMORANDUM OF AGREEMENT

It is hereby agreed by and between Local Union No. 730 affiliated with the International Brotherhood of Teamsters ("Union") and Canada Dry Potomac Corporation ("Company") (collectively referred to as "parties") that the parties' collective bargaining agreement ("2015 CBA") which expired on February 26, 2020 shall be extended for an additional four (4) years. The parties agree that, upon ratification of this Memorandum of Agreement ("MOA") by the Union's membership who are covered by this MOA, the parties shall reduce the terms and conditions provided for in this MOA into a new collective bargaining agreement. The new collective bargaining agreement shall commence on February 27, 2020 and shall expire on February 26, 2024. The terms and conditions provided for in the 2015 CBA shall remain unchanged except as provided for herein. The parties agree as follows:

1. Each full time non-probationary employee on the payroll on the date of the contract ratification shall receive a $1,500 one (1) time lump sum bonus.

2. Each employee employed in the categories listed below, on the below listed dates, shall receive the following wage increases effective on such dates, and the classification rates increased accordingly:

	2/27/21	2/27/22	2/27/23
Swing Sales/ Merchandiser			
Daily Base	+$3.00	+$3.00	+$3.00
Bulk Sales Person & Advance Sales Person			
Half Case Commission	+$0.005	+$0.005	+$0.005
Full Case Commission	+$0.01	+$0.01	+$0.01
Daily Base	+$2.00		+$1.00
Delivery Drivers			
Half Case Commission	+$0.005	+$0.005	+$0.005
Full Case Commission	+$0.01	+$0.01	+$0.01
Daily Base	+$2.00	+$2.00	+$1.00
Bulk Delivery Driver			
Hourly Wage	+$0.60	+$0.60	+$0.60
Garage Employees & Truck Mechanics			
Hourly Wage	+$0.70	+$0.70	+$0.70
All Other Hourly Employees			
Hourly Wage	+$0.60	+$0.60	+$0.60

3. The car allowance for all employees entitled to receive a car allowance, shall be as follows:

2/27/20	2/27/21	2/27/22	2/27/23
$575.00 Per Month	$585.00 Per Month	$585.00 Per Month	$600.00 Per Month

4. Effective February 27, 2020, the Company's contribution to the Beverage and Brewery Drivers Health and Welfare Fund (Article IX of Section Three), shall be increased by $3.00 weekly on February 27, 2020, an additional $3.00 weekly on February 27, 2021, an additional $2.00 weekly on February 27, 2022; and an additional $7.00 weekly on February 27, 2023.

5. In **SECTION ONE, <u>ARTICLE I, WAGES</u>, paragraph (D)**, add to the end the following:

Delivery drivers who are selected by the Company, at the Company's discretion, to train and mentor newly hired delivery drivers ("Trainer-Mentor") shall receive $25.00 per day for which they conduct the training of newly hired delivery drivers. If a newly hired delivery driver remains employed by the Company for six consecutive months without any lost time, the Trainer-Mentor shall receive a one-time lump sum bonus of $100.00. If a newly hired delivery driver remains employed by the Company for one consecutive year without any lost time, the Trainer-Mentor shall receive a one-time lump sum bonus of $200.00.

6. In **SECTION ONE, <u>ARTICLE I, WAGES</u>, paragraph (G)**, revise the end the following:

<u>G.</u> <u>Hybrid Delivery Drivers</u>

The Company shall have the right during the term of this Agreement to implement a Hybrid Delivery Driver System. "Hybrid Delivery Drivers" shall be defined as delivery drivers who service both large and small format accounts, who utilize vehicles with trailers and lift gates and who may require a "Class A" license. Compensation for Hybrid Delivery Drivers shall be as follows:

	2/27/20	**2/27/21**	**2/27/22**	**2/27/23**
Daily base pay	**$50.00**	**$51.00**	**$51.00**	**$52.00**
Commission	**$.26**	**$.27**	**$.28**	**$.29**
Empty Shell Return	**$.05**	**$.05**	**$.05**	**$.05**

Upon the Company's implementation of a Hybrid Delivery Driver System, for a period of one year after the implementation, any driver who had successfully bid a Hybrid Delivery Driver route shall be guaranteed no less than the wages earned

over the previous year. This guarantee will only become effective provided that a) the same number of days or more are worked in the year after the driver successfully bids the Hybrid Delivery Driver route as the driver had worked in the previous twelve month period and b) the driver works a minimum of six months after the implementation as a Hybrid Delivery Driver.

7. In **SECTION ONE, ARTICLE 2, WORKWEEK**, add to the end the following:

Notwithstanding anything contrary provided herein, the Employer shall have the right to implement a night-time delivery operation and modify the work schedules of the number of employees necessary for a night-time delivery operation. The start times for those employees shall be between the hours of 9:00 p.m. and 2:00 a.m. as determined by the Employer. Employees assigned to the night-time delivery operation shall receive one week's notice of such assignment. Employees shall be entitled to bid in seniority order for the night-time delivery operation; if insufficient numbers of employees bid on the available schedules, the work schedules shall be assigned by the Employer in reverse seniority order. Bulk Delivery Drivers assigned to the night-time delivery operation shall receive an additional $.50 per hour for all hours actually worked during the night-time delivery operation. Hybrid Delivery Drivers assigned to the night-time delivery operation shall receive an additional $4.00 per shift for any shift actually worked during the night-time delivery operation.

8. In **SECTION TWO, ARTICLE I, WAGES, paragraph (D)**, add to the end the following:

The Company shall have the right to create a Mechanic's Apprentice position. The Mechanic's Apprentice shall be required to meet minimum qualifications established by the Company to achieve the Mechanic position. A Mechanic's Apprentice who fails to meet the minimum qualifications established by the Company for the Mechanic position within one year shall be subject to termination by the Company.

9. After the second sentence of the second paragraph of **SECTION THREE, ARTICLE V- GRIEVANCES, Step 2** add the following:

The list of Arbitrators to select from shall only include Arbitrators who are members of the National Academy of Arbitrators.

10. In **SECTION ONE, ARTICLE XV** delete "**TELEPHONES**" and replace with "**TECHNOLOGY**". Delete the existing paragraph and replace with the following:

The Company shall further have the right to implement and utilize technology to operate its business and shall have the right to require that its employees utilize such technology. The Company's rights in this paragraph include, but are not limited to, a) the right to require an employee to report the time he begins to work at the start of the day, and the time he finishes his work at the completion of the day by using

the Company provided remote electronic device (i.e. mobile smart phone or tablet) and b) the right to require an employee to receive work assignments, execute work assignments, report work assignment status and record mileage via the Company provided remote electronic device (i.e. mobile smart phone or tablet).

11. Delete **SECTION THREE, ARTICLE VII-SICK LEAVE, paragraphs (b) & (c), renumber the paragraphs in ARTICLE VII accordingly** and replace with the following:

(b) In the case of illness/injury of any full-time Advance Salesperson, Swing Salesperson/Merchandiser, Delivery Driver, Swing Delivery Driver, Driver Salesperson, and Bulk Salesperson, who is in the full-time employ of the Company and has completed the probationary period, the Company shall pay the employee sick pay as follows:

The employee shall receive one-fifth (1/5) of the employee's average weekly earnings for the preceding year, calculated by dividing the employee's W2 earnings for the preceding year by the total number of weeks actually worked in the preceding year.

12. In **SECTION THREE, ARTICLE VII-SICK LEAVE, paragraphs (e) (new paragraph (d))**, delete "construed to cover one (1) year from the anniversary date of employment." and replace with **"defined as a calendar year commencing each January 1."**

13. Delete **SECTION THREE, ARTICLE VII-SICK LEAVE, paragraph (f) (new paragraph (e))** and replace with:

(e) Employees with less than two (2) years of continuous service shall accrue one (1) hour of sick time for every 30 hours worked up to a maximum of forty (40) hours in a calendar year. Employees with two (2) years or more of continuous service shall accrue one (1) hour of sick time for every 15 hours worked up to a maximum of eighty (80) hours in a calendar year.

14. Delete the second sentence of **SECTION THREE, ARTICLE VII-SICK LEAVE, paragraph (g) (new paragraph (f))** and replace with:

Employees may only take sick leave in no less than four (4) hour increments. Employees may only use sick leave for the purposes provided for in the Maryland Healthy Working Families Act ("MHWFA"). In the event the MHWFA is repealed or amended to no longer provide the purposes for the use of sick leave, employees may only use sick leave when the employee is unable to work due to illness/injury.

15. In **SECTION THREE, ARTICLE XI- HOLIDAYS**, revise the second paragraph of **paragraph "A"** to read as follows:

With respect to Advance Salespersons, Delivery Drivers, and Driver Sales, holiday pay shall be as follows:

<u>2/27/20</u>	<u>2/27/21</u>	<u>2/27/22</u>	<u>2/27/23</u>
$110.00	**$120.00**	**$120.00**	**$125.00**

16. In **SECTION THREE, <u>ARTICLE XV-FUNERAL LEAVE</u>,** revise the paragraph to read as follows:

Full-time employees shall be granted up to three (3) days (equal to ten (10) hours each for employees on a four (4) day ten (10) hour schedule) funeral leave in the event of the death of their Father, Mother, Sister, Brother, Child, **Step-child** or Spouse. One (1) day shall be granted in the event of the death of a Mother-in-law, Father-in-law, Grandparent, Grandchild **or Step-grandchild**. To be entitled to this benefit, proof of funeral attendance may be required **and proof of relationship to a Step-child or Step-grandchild may be required**. For Advance Salespersons, Delivery Drivers and Driver Sales, pay shall be based on the **holiday** leave pay then in effect. For all other employees, the pay shall be calculated at eight (8) hours their current hourly rate of pay.

17. In **SECTION THREE, <u>ARTICLE XXII-MISCELLANEOUS, paragraph (d)</u>**, add to the end the following:

In the event the Company implements a warehouse management system with pick and load technology (e.g. voice pick), the Company shall have the right to modify the existing Load Standards provided for in Exhibit B but only 1) with the agreement of the Union as to the revised Load Standards or 2) with an award by an Arbitrator finding that the Company's proposed Load Standards are reasonable. To contest the reasonableness of the Company's proposed Load Standards, the Union must present an alternative proposal for Load Standards from an Industrial Engineer. The Union shall be authorized to use an Industrial Engineer of its choosing including one from the International Brotherhood of Teamsters. Further, the Company may implement a progressive discipline program to enforce the Load Standards but only 1) with the agreement of the Union as to the progressive discipline program or 2) with an award by an Arbitrator finding that the Company's proposed progressive discipline program is reasonable. The Company shall provide the Union with access to the Company's warehouse so that the Union may create its own proposal for Load Standards and a progressive discipline program.

18. In **SECTION THREE, <u>ARTICLE XXII-MISCELLANEOUS, paragraph (S)</u>** add to the end the following:

It is understood by and between the Union and the Company that customer requirements and/or demands may necessitate the modification of the Load Standards (Exhibit B), but the modified standards shall not exceed the current Bulk

Picking standard. In such circumstances, the Company shall have the right to modify the process used for picking and the Load Standards (Exhibit B).

Pending ratification by the covered Union membership, this MOA is endorsed by the Union and the Union bargaining committee and tentatively agreed to by and between:

CANADA DRY POTOMAC CORPORATION

ANDREW GRABOIS, VICE PRESIDENT

10/22/2020
DATE

TEAMSTERS LOCAL UNION NO. 730

FRANK MYERS

10/22/2020
DATE

AGREEMENT

THIS AGREEMENT MADE BY AND BETWEEN

GIANT FOOD, LLC

and

TEAMSTERS LOCAL NO. 922

JUNE 26, 2022

through

JUNE 20, 2026

This document is intended to be an accurate copy of the original Agreement referred to. To the best of our ability we believe it to be accurate. We do not believe there is any conflict, but in the event of conflict between this document and the original signed document, the original is, of course, controlling.[1]

AGREEMENT

THIS AGREEMENT MADE BY AND BETWEEN

GIANT FOOD, LLC

and

TEAMSTERS LOCAL NO. 922

JUNE 26, 2022
THROUGH
JUNE 20, 2026

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AGREEMENT

THIS AGREEMENT made and entered into on, this 11th day of May, 2011, by and between GIANT FOOD, LLC, hereinafter called the "Employer", and LOCAL NO. 922, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter called the "Union".

WITNESSETH

WHEREAS, the Employer and the Union desire to cooperate in establishing and maintaining conditions which will promote and improve industrial and economic relations between the Employer and the employees covered by this Agreement, and to provide methods for a fair and peaceable adjustment of all disputes which may arise between them, so as to promote full employment, non-interrupted operations and general stabilization of employment and industry.

NOW, THEREFORE, the Union and the Employer mutually agree as follows:

ARTICLE 1
Recognition

The Employer recognizes the Union as the collective bargaining agent for the employees in the job classifications set forth in this Agreement working for the Employer at its Distribution Centers in Jessup, Maryland.

ARTICLE2
Union Membership

1. All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this Agreement, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

2. The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

3. In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum Union security which may be lawfully permissible.

4. No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law, additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

5. If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in a mutually satisfactory agreement, the Union shall be permitted all legal or economic recourse.

6. Management has the right to utilize temporary workforce during times of heavy volume, holidays, and staffing shortages.

a) A formal letter shall be sent to the union local office with a start and end date.

b) Union dues and initiation fees will be subsidized by the company for temporary workers.
c) Overtime will be open to all recycling employees while temporary workforce is working in the building.
d)The number of temporary workers shall not exceed six (6) positions, unless management contacts local union during times of emergency to request additional temporary workers.

ARTICLE3
Check-Off

1. The Employer agrees to deduct initiation fees and monthly dues from the pay of all employees upon receipt of individually signed voluntary authorization cards as required by Section 302 of the Labor-Management Relations Act and remit same to the Financial Secretary of the Union.

2. The Employer further agrees to deduct weekly from employees who have signed deduction authorization cards and remit monthly an amount determined by the Union and said amount will be sent to the D.R.I.V.E. National Headquarters.

3. The Union agrees to indemnify and save the Employer harmless against any lawsuit initiated by any employee caused by dispute over the deduction of dues and/or fees.

ARTICLE4

Management Rights

1. All matters having to do with the management and conduct of the business of the Employer and all policies, authority, and responsibility for the conduct of the same, shall repose exclusively in the management of the Employer and in no instance shall the Union or its representatives interfere with the exercise of such authority and responsibility. The Employer reserves the right at all times to be free from interference regarding the persons, firms and corporations from whom it makes its purchases and also with whom it makes contracts for hauling and delivery and construction and repair of buildings occupied by, or to be occupied by, the Employer; and the Union agrees not to interfere in any respect with such purchases and contracts, or with the lawful and legitimate conduct of the business by the Employer.
2. This clause shall not limit or prohibit any activity permitted under Article V, Picketing

3. The employer will provide 60 days advance notice before implementing engineered labor standards and the union will respond within 30 days of the request.

The Employer shall bargain over the issues relating to said standards and should the parties be unable to reach an agreement over the reasonableness of the elements of said standards, the dispute shall be subject to the grievance and arbitration procedures outlined in the collective bargaining agreement.

4. The employer agrees to build and implement a Pay for Performance Plan andIncentive Plan.
5. Management reserves the right to consolidate light salvage trailers outside of the recycling operation during times of heavy volume, holidays, or staffing shortages.

ARTICLE 5
Picketing

1. It is agreed that it will not be a violation of this Agreement should the employees coming under the jurisdiction of the Agreement observe the picket lines of members of another union employed by the Employer, provided the picket line has the approval of Teamsters Joint Council #55.

In the event picketing or any other economic activity by the Union or other union or individual occurs on the Employer's premises, the Union hereby agrees that it will instruct its members to move, transport and otherwise handle, at the Employer's discretion, all commodities for a period of seventy-two (72) hours after such picketing or economic activity commences. The Union further agrees that during the seventy-two (72) hour period, it and its members will not interfere with the movement, transport or handling of commodities which are to be moved, transported or handled by its members who are members of other labor organizations.

2. It is further agreed that should any union strike cause a cessation of operations, which in turn creates a condition of no work for members of this Union, such cessation will not be a violation of this Agreement.

ARTICLE6
No Strike or Lockout

The Union agrees that there will be no strike, picketing, or other stoppage of work, and the Employer agrees that there will be no lockout during the continuance of this Agreement.

ARTICLE 7
Seniority

1. The seniority status of an employee shall be determined by the length of continuous service within the bargaining unit.

2. The principle of seniority shall apply in all cases of decrease or increase of the working forces, provided the employees involved have the ability to do the work in a satisfactory manner.

3. Seniority shall prevail in each classification for the selection of the work shift provided the employee is qualified to do the work.

4. It is understood that employees shall only do the work of their classifications except when there is an unavailability of employees, and it is further understood that management personnel will not work these jobs to deny the opportunity of overtime to employees employed in classification herein.

5. Each job vacancy shall be posted in the appropriate department and open for bidding for a period of forty-eight (48) hours excluding Saturday and Sunday. It is understood that should the Employer decide to fill the vacancy referred to above, he will not unnecessarily delay the posting of the job bid or the awarding of the job to the successful bidder. Selection shall be based upon seniority within the department where the vacancy exists. The thereby created vacancy shall be posted and filled by the most senior person bidding and the resultant opening shall be filled at the Employer's discretion until the next complete bid.

6. If the employee is placed on the job, the Employer may, at any time within ninety (90) days, deem him unsatisfactory. In which event, he shall resume his former classification in his old department with no loss of seniority.

7. Regular employees who desire a transfer to another department must make a written request to their department manager. The Employer, in filling a vacancy in a department, will give consideration to all applicants for employment, including current employees who have requested a transfer. Consideration will be based on ability, merit and aptitude to perform the vacant job. If all considerations are equal, seniority will prevail. If a current employee's request is denied and the Union and the Employer cannot agree on the reasons for the denial, then the Union may submit the denial to arbitration.

8. There shall be a complete bidding by seniority in each job classification in November of each year. The bid will be posted on the first Monday of each November. All employees will have the opportunity to view the bids for a period of seven (7) days. Employees will then be offered the right to exercise their bid in seniority order. Any employee who fails to bid when it is their time to bid shall be passed over and shall not have a right to bid for remaining open bids until after all other employees on the seniority list have had an opportunity at an original bid. Employees who are absent will advise their shop steward of their intended bid, who will exercise said bid on the

employee's behalf. All bids will be completed by the seventeenth (17th) of November. Such bids will take effect the first full payroll week in January.

9. A new employee shall work under the provisions of this Agreement, but shall be employed only on a ninety (90) work day trial basis, during which period he may be discharged without further recourse, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After ninety (90) work days, an employee shall be considered a regular employee and placed on the regular seniority list. For employees who have completed their probationary period, seniority shall date back to the original date of hire.

10. A list of employees arranged in order of their seniority shall be posted in their place of employment.

11. Effective as soon as practicable upon ratification the Company Agrees to make the top two (2) vacation relief employees regular.

12. Seniority shall be broken by:

(a) Discharge.
(b) Voluntary resignation.
(c) Twelve (12) months consecutive unemployment from the Employer.
(d) Failure to report as required by recall.
(e) Absence because of non-compensable disability in excess of two (2) years.
(f) Absence because of compensable disability in excess of three (3) years.
(g) Absence for three (3) consecutive work days without properly notifying supervisor, unless a satisfactory reason is given.

13. In the event of a layoff, the Employer agrees to one (1) year recall rights. If an employee is recalled, the Employer shall contact the employee by telephone or mail to last known contact information on file. The employee shall be required to respond and be available for work within seventy-two (72) hours.

14. The Shop Steward and alternate shall have super-seniority for layoff purposes only.

15. In case any employee covered by this Agreement is elected or appointed as a business representative or to any other position in the Union requiring his full time with the Union, he shall, upon application, be reappointed to a position within the classification of his former position and according to his seniority, provided he is physically and mentally qualified; such application must be made within thirty (30) days from the expiration of his term of office or appointment.

ARTICLE 8
Shop_ Steward

1. The Employer recognizes the right of the Union to designate one (1) shop steward and one (1) alternate per department. The Union shall notify in writing the Employer of such persons.

2. The authority of Shop Stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

(a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

(b) The collection of dues when authorized by appropriate Local Union action.

(c) The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:
  (1) have been reduced to writing; or
  (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

3. Shop Stewards and alternates have no authority to take strike action, or any other action, interrupting the Employer's business, except as authorized by official action of the Union.

4. The Employer recognizes these limitations upon the authority of Shop Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

5. Stewards shall be permitted to investigate, present and process grievances during their regular working hours without loss of time or pay.

ARTICLE9
Discharge or Suspension

1. The Employer shall have the right to discharge or suspend any employee for good cause such as dishonesty, gross negligence, intoxication, failure to perform work as required or a direct refusal to obey orders of the Employer which are not a violation of this Agreement.

2. It is agreed that no employee covered by this Agreement shall be discharged or discriminated against because of his membership in the Union or Union activities.

3. In the event that a regular employee's work is unsatisfactory, he shall be given at least one (1) written notice before disciplinary action is taken and a copy of said notice must be sent to the Union.

4. There shall be an Employer-Union representative meeting which shall promptly meet to discuss any discharge before any final action is taken by the Employer. This shall not apply in cases of dishonesty, intoxication or insubordination.

5. In all cases involving the discharge or suspension of an employee, the Employer must notify within five (5) working days the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward and a copy mailed to the Local Union office.

6. Any employee may request an investigation of his discharge or suspension by the Business Agent. Such request for investigation shall be made by written notice within five (5) days of the discharge, suspension or warning to the Union and the Employer.

7. A Warning Notice will be effective for six (6) months only.

8. Any employee terminated must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, by the next pay period. It is understood and agreed that vacation pay shall not be granted to an employee terminated for dishonesty.

ARTICLE 10
Grievances and Arbitration

1. Should any grievance or dispute arise between the parties regarding the terms of this Agreement, such matters must be taken up within ten (10) days except five (5) days for discharges or suspensions of the alleged occurrence by the aggrieved party and must be in writing. If this initial step is not fully complied with, the aggrieved party shall be deemed to have waived whatever rights he otherwise would have had under this grievance and arbitration proceeding. Such matters must be responded to within ten (10) days after receipt of the alleged grievance, or either party may pursue the grievance to the next step in the grievance process. If an agreement cannot be reached, the parties agree that within five (5) days they shall select a neutral and impartial arbitrator by alternately striking from a list submitted by the Federal Mediation and Conciliation Service.

2. During any such proceedings under this Article, there shall be no lockout, strike, slowdown or stoppage of work.

3. The decision of the arbitrator shall be final and binding on both parties hereto.

4. The expense of the arbitrator shall be shared equally between the Employer and the Union.

5. It is expressly understood and agreed that the arbitrator is not authorized or empowered to change, modify, or add to this Agreement but is strictly limited to the interpretation and application of this Agreement in accordance with the material submitted by the parties for his determination.

ARTICLE 11
Non-Discrimination

1. The Employer and the Union agree that neither will discriminate either directly or indirectly, nor will they permit any of their agents, members or representatives to discriminate either directly or indirectly, against any employee by reason of race, creed, color, national origin, age, sex, or membership or activity in the Union.

2. The use of personal pronouns of the male gender is for grammatical purposes only and the Agreement will apply to persons of either gender.

3. The parties recognize their respective obligations under the Americans with Disabilities Act including the Employer's obligation to make reasonable accommodation to qualified individuals with a disability. The union reserves the right to grieve any accommodation decisions, or other decisions which the Employer contends are based on its Americans with Disabilities Act obligations, which conflict with this Agreement or applicable law. Such grievance shall be processed through the grievance procedure that is incorporated in this Agreement. Should the parties be unable to resolve their grievance, then such grievance may be processed through arbitration in accordance with the procedures for arbitration under this Agreement.

The arbitrator appointed to hear a grievance under this Section shall be empowered to review both the parties obligations under the collective bargaining agreement and the obligations which are imposed by the Americans with Disabilities Act, as set forth in the statute legislative history, regulations, the EEOC Technical Assistance Manual and applicable case precedent. The arbitrator shall have authority to fashion an appropriate remedy which draws its essence from those contractual and legal sources.

ARTICLE 12
Lie Detector Test

The Employer shall not require, request or suggest that any employee take a polygraph or any other form of lie detector test.

ARTICLE 13
Safety and Health

There shall be established an advisory two-man Safety Committee selected by the Union to handle safety and health problems in the shop and promote employee and Employer compliance with safety and health standards.

1. The employer agrees to revitalize the safety program.

ARTICLE 14
Work Week and Overtime

1. The work week for employees shall consist of forty (40) hours worked within five (5) days, Sunday through Saturday.

A minimum of 65% of regular employees will be provided any two (2) consecutive days off (a straight schedule). A minimum of 40% of the guaranteed straight schedules will be Dock Worker and Battery Worker jobs with Sunday - Thursday, Monday- Friday, or Tuesday- Saturday shifts.

Changes in these schedule requirements may occur with changes to the order and delivery schedule and will involve discussions with Local 922 prior to changes being made.

2. All scheduled Sunday shifts will be considered a regular work day (at a straight time rate) for all associates.
Overtime for all employees shall be paid for in excess of forty (40) hours in any one (1) week, or in excess of eight (8) hours in any one (1) day but not both.

3. Employees working on their regular day off shall be paid one and one-half (1½) times the hourly rate for all hours worked on that day.

4. Each regular employee who reports for work on the first scheduled day of the week and remains available and able for work the required week's schedule shall be guaranteed pay for such week equivalent to not less than forty (40) hours pay at the employee's straight time hourly rate. This guarantee shall not apply in cases of strikes, acts of God, power failures and other conditions beyond the control of the Employer. Each regular employee who reports for work on his regular assigned work day shall be guaranteed at least eight (8) hours work at the straight time hourly rate.

5. The Employer shall give one (1) week's notice to the employee of its intention to lay him off due to slackness of work and the employee shall give one (1) week notice to the Employer of his intention to terminate his employment. If the Employer fails to give such notice, it shall pay to the employee forty (40) hours straight time pay. If the employee fails to give said notice, the Employer may deduct forty (40) hours straight time pay from any monies otherwise due said employee under the terms of this Agreement. Such notice shall apply only to employees with one (1) year or more regular service with the Employer.

6. Each regular employee who is called in to work on his regular day off shall be guaranteed a minimum of four (4) hours work.

7. All employees covered by this Agreement will be employed on a full-time basis.

8. Straight and overtime hours will be listed on each employee's electronic payroll check stub, as well as the employee's sick leave balance. A working computer and printer will be provided for associates to view and/or print electronic pay stubs. The employer agrees to address the privacy and training concerns regarding electronic paystubs. If the concerns are still an issue after sixty (60) days of effective date of this agreement, then the Company agrees to allow Local 922 employees to opt in to receive paper paystubs.

9. The Employer may establish as many shifts as necessary and the starting time of such shifts shall be optional with the Employer. It is agreed, however, that there will be no split shifts. After the shifts are established, there will be no change unless twenty-four (24) hour notice is given the employee involved. The starting time of a shift shall be the same for each day of the work week except by mutual agreement between the Employer and the Union.

10. Overtime shall be offered first to volunteers. However, if there are insufficient volunteers for daily overtime, it shall be assigned first to Vacation Relief, then through inverse order of seniority. Overtime shall be offered or assigned by seniority and by shift in the facility from among those present.

Regular employees working overtime will be required to work up to four (4) hours, four (4) days per week. If the absentee rate exceeds twenty-five percent (25%) or there is a significant weather/emergency event; overtime would be six (6) hours (emergency examples include but are not limited to: computer system failure or significant spike in volume). Meeting of the absentee threshold would be verified with a union shop steward (or other bargaining union member if shop steward is not available).

Company agrees all Vacation Relief employees working overtime will be required to work up to five (5) hours, five (5) days per week and five (5) hours on their day off. There will be a twenty-five (25) hour and five (5) day weekly maximum on overtime.

Holiday overtime shall be offered by seniority.

Holiday overtime will be staffed in the following manner:

1. Regular employees who volunteer
2. Vacation Relief employees
3. Inverse order of seniority on the following three (3) designated holidays only; Memorial Day, July Fourth, and Labor Day

The employer agrees to limit unplanned overtime for among those present to 4 hours. Any overtime hours beyond 4 hours will be offered by seniority.

A sign-up sheet will be provided for Regular associates outlining shift length needed. This shift length would be considered the guaranteed minimum hours for both the associates who signed up and for the company. Associates who sign up must work these minimum hours.

Vacation Relief associates would be guaranteed four (4) hours on the holiday and can be held up to fourteen (14) hours.

Hours worked by drafted Holiday Vacation Relief associates count towards the twenty-five (25) hours and five (5) day weekly overtime cap.

11. In the event there are planned overtime opportunities, the company will offer overtime by total seniority. Examples of planned overtime include, but are not limited to weather events, major holidays, computer system failure.

12. The Employer agrees to grant one (1) fifteen (15) minute rest period approximately in the middle of each four (4) hour shift. It is understood and agreed that all rest periods are to be with pay.

The employer and the union agree to adopt the current lunch break practice as managed in the Fresh Food Facility.

13. The company agrees that between the time period of Memorial Day and Labor Day, all recycling associates will be granted an additional five (5) minutes added to each break period if the temperature exceeds 90 degrees.

ARTICLE 15
Wages

1.

	06/19/22	06/18/23	06/16/24	06/15/25
Dock Worker & Battery Worker:	$25.2081	$1,400 lump sum	$25.7581	$1,500 lump sum

The Employer shall provide the above general wage increases and lump sum payments for associates at the top of the current wage progression upon the effective dates listed above.

LUMP SUM RATIFICATION BONUS PAYMENT:
Effective after January 1, 2022,, all FT regular associates who are on the active payroll shall receive a lump sum bonus payment in an amount set forth below, subject to applicable withholdings. The lump sum payment is not associated with any hours worked or paid and will not be included in any rate of pay for overtime calculation.

FT Regular: $1,000 (subject to applicable withholdings)

NEW HIRE WAGE STRUCTURE

0- 12 months	$15.00
13 – 24 months	$16.00
25 – 36 months	$17.00
37 – 48 months	$18.00
49 – 60 months	$19.00
Thereafter	$21.00

2. All exiting Regular and Vacation Relief associates shall slot into the above wage scale based upon their time in service as a Regular and Vacation Relief associate. The Company and the Union will review the wage scale against market data every two (2) years beginning in September 2023, and company will not decrease the wages as a result of this review.

3. Employees hired as Vacation Relief will not be considered regular employees and will be paid the New Hire rate as provided above. Vacation Relief employees will not be entitled to fringe benefits except those required by law except that they shall be offered a medical plan under the Company administered plan. The number of said employees will be restricted to a maximum of thirty-five percent (35%) of the total bargaining unit. The measuring date for determining the thirty-five percent (35%) shall be the first full week ending date in July of each year. The Employer agrees to give Vacation Relief employees first consideration for permanent openings and upon graduating to a regular job, said employee will not have to serve an additional probationary period and their seniority date shall be the date they achieved regular status. In addition, they shall be granted rate credit for time worked as Vacation Relief. Finally, regular employees, by seniority, shall be given shift, job, and Holiday pay preference over Vacation Relief employees.

4. Employees will be classified according to their primary work; however, the above classifications are not intended to restrict the assignment of work within the department by the Employer.

5. For time worked between the hours of 6:00 p.m. and 6:00 a.m., employees shall be paid a premium of thirty-three cents ($.40) per hour.

6. No employee covered by this Agreement shall suffer any reduction in his hourly pay as a result of this Agreement.

ARTICLE 16
Work Clothes

1. Uniforms will be provided through a third-party rental company. The company agrees to provide eight (8) sets of pants and shirts, to all employees after sixty (60) days of continuous service.

2. The Employer shall furnish gloves to all employees.

3. If the Employer requires employees to wear safety shoes, the Employer shall provide such shoes once per year at full cost.

ARTICLE 17
Holidays

1. Each regular employee coming under the jurisdiction of this Agreement shall receive the following holidays with full pay:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
July Fourth	Employee's Birthday
Labor Day	

or the day celebrated by the State and Nation or by proclamation in lieu thereof.

The employee's birthday may be taken, by mutual agreement, on any regular work day within the month in which the birthday falls.

An employee shall receive the day off when the employee's normally scheduled shift starts on a designated holiday.

2. Each employee will be granted personal holidays each January 1st, to be taken during the following year, as follows:

Employee who have at least (6) months of continuous service, but less than one (1) full calendar year, as of December 31st shall be entitled to one (1) personal holiday.

Employee will gain one (1) personal holiday per year, up to five (5) personal holidays.

3. All holidays to be taken during the following year.

Regular employees hired after June 10, 2006 who have at least six (6) months of continuous service, but less than one (1) full calendar year, as of December 31st shall be entitled to one (1) personal holiday.

- One (1) personal holiday after one (1) year of service.
- Two (2) personal holidays after two (2) years of service.
- Three (3) personal holidays after three (3) years of service.
- Five (5) personal holidays after four(4) years

All holidays to be taken during the following year.

3. Employees must work the day before and the day after a holiday to receive holiday pay, provided the day before or the day after is not the regular day off or unless permission is granted by the Employer for an employee to be absent or because of illness of such a serious nature as to prevent the employee from working. This seriousness must be attested by a physician.

4. For regular employees hired prior to December 14, 1997 all work performed between the hours of 12:01 a.m. and 11:59 p.m. of the holiday shall be considered as overtime and paid for at two (2) times the hourly rate of pay, plus eight (8) hours pay for said holiday. For regular employees hired after December 13, 1997 the premium for work performed on the holiday shall be one and one-half (1½) times the hourly rate of pay.

If night differential is paid to an employee on his normally scheduled shift, it shall also be paid to him for his holiday pay.

5. If a holiday falls on a regular employee's assigned day off they will be paid holiday not worked (HNW) pay for that day at a straight time rate and they will not be granted an additional day off.

6. All holiday hours which are paid for time not worked by an employee shall be included in the computation for weekly overtime.

7. In all events, the employee must work at least one (l) day in the week in which a holiday falls in order to qualify for holiday pay.

8. There shall be no pyramiding of overtime.

9. No employee shall be required to work on the designated holidays. However, any work to be performed on holidays shall be offered first to employees on a basis of seniority. In the event sufficient volunteers are not available for holiday work, assignments of holiday work shall be mandatory upon employees in the inverse order of seniority.

ARTICLE 18
Vacations

1. Employees with one (1) year or more of service shall receive one (1) week of vacation with pay.

2. Employees with three (3) years or more of continuous service shall receive two (2) weeks of vacation with pay.

3. Employees with seven (7) years or more of continuous service shall receive three (3) weeks of vacation with pay.

4. Employees with twelve (12) years or more of continuous service shall receive four (4) weeks of vacation with pay.

5. Employees with twenty (20) years or more of continuous service shall receive five (5) weeks of vacation with pay.

6. Vacation time is to be computed from date of employment or anniversary date thereof.

7. When a holiday occurs during the employee's vacation, he shall receive an extra day of vacation or cash in lieu thereof, based on straight time pay for an eight (8) hour work day.

8. Employees who desire to take their three, four or five week uninterrupted vacation must request same in writing thirty (30) days prior to the date the vacation is to be taken.

9. All regular employees shall be permitted to take ten (10) days per year (one [1] day at a time) as personal leave with full pay provided they give the Employer reasonable notice in advance prior to using such leave. Personal leave days shall be deducted from the employee's current sick leave accrual, vacation entitlement, or personal holiday entitlement at the employee's option. Reasonable notice shall not be less than twenty-four (24) hours. However, in emergency situations the employee may use up to two (2) days without giving twenty-four (24) hours notice. In this case, the employee will be expected to give notice as soon as possible. Beginning January 1, 2016, these days will accrue on the employees anniversary date.

10. Twenty-five percent (25%) of the Battery Worker classification may be allowed off and fifteen percent (15%) of the Dock Worker classification may be allowed off in any week.

Once all other personal leave entitlements have been exhausted, employees will be allowed to take vacation entitlement in single day increments, subject to the twenty-five percent (25%) and fifteen percent (15%) referenced above.

11. Vacation bidding will start the first week in December and be completed by the end of December each year for vacations to be taken from January through December. Bidding will be by seniority within departments. Each regular employee must complete their bid request by seniority and will have two (2) days to make their selection. An employee who does not complete their bid within two (2) days will be passed over and may bid for vacant weeks after all other employees within their department have completed their selections. Once bids have been awarded, there will be no bumping.

12. Leave of absence up to one (1) year for occupational disability compensable under Worker's Compensation Laws shall be considered as time worked for determining vacation eligibility. Leave of absence for any other reason shall not be considered as time worked. If the leave exceeds thirteen (13) weeks within the vacation year, the vacation anniversary date shall be adjusted by the length of period of absence. The adjusted date shall be used for future vacations unless further changed by other leaves of absence.

ARTICLE 19
Sick Leave

1. Each regular employee, after six (6) months of continuous service shall accrue sick leave on the basis of one (1) day for each continuous (40) forty days of service. There will be no maximumaccumulation of sick leave accrual.

2. Employees will be paid sick leave beginning the first day of absence.

3. The sick leave benefit is dependent upon the following factors being present:

(a) In order to receive sick leave payments, an employee must be absent from work because of a disability caused by sickness or non-compensable accident (not the result of his misconduct, intentionally self-inflicted injury, or gross negligence) and the disability must be of such degree that he is physically unable to work.

(b) A doctor's certificate may be required for absences that extend past the third (3rd) consecutive work day. Chronic repeaters or pattern offenders will be required to furnish a doctor's certificate for absences beginning the first day. Employees will be notified of this requirement.

(c) In cases of compensable accident, where the employee is drawing compensation as provided by the applicable Worker's Compensation Act, the employee shall be eligible to receive from the Employer the difference necessary to bring the total amount up to that set forth herein.

(d) Leave with pay as aforesaid shall be granted to the extent that sick leave credit has been accumulated. The amount of leave so granted shall be charged against the balance of the credit available at the time of the illness thereby reducing the balance.

(e) Employment must be continuous to entitle employee to sick leave benefits.

(t) Employees are required to notify the company of their absence one (1) hour prior to the shift start time. Violations to this policy will be handled within the progressive discipline process. Employees must notify Employer of such illness on the first (1^{st}) day of absence unless illness is of such a nature that the employee is rendered incapable of compliance with this requirement.

(g) Sick leave benefits shall not be applicable to employees while on vacation.

(h) In the event of a false claim by an employee under this Article, such false claim shall be grounds for the immediate discharge of said employee.

(i) Employees leaving work before completing one-half(½) of their scheduled shift shall receive one-half(½) day sick leave pay, if entitled.

4. No employee shall receive sick leave pay while receiving accident and sick pay under the Trust Fund established by Article XX, Health and Welfare.

5. If an employee is injured on the job, he will be paid for the entire day unless the doctor certifies he is able to return to work for the remainder of the day.

6. Regular employees who have accumulated unused sick leave shall be paid for such unused sick leave, except for dishonesty, provided they have twenty-four (24) months of service with the Employer at the time of termination. In the event of the death of any employee satisfying this condition, payment for the unused sick leave shall be made to his estate.

7. Each December 1st regular employees may receive in pay, fifty percent (50%) of unused sick leave accrued during the previous twelve (12) months or one hundred percent (100%) of accrued but unused sick leave accumulated during the previous twelve (12) months if the employee has accumulated at time of payout one hundred and twenty (120) days.

8. Sick days for all regular employees hired prior to June 16, 2001 will be reduced from 12 days to 9 days effective January 1, 2016 at the below accrual schedule;

8 hrs every 40 days of continuous employment.

Regular employees hired after June 16, 2001 and prior to June 21, 2015 will receive 9 days effective January 1, 2016 at the below accrual schedule;

8 hrs every 40 days of continuous employment.

Regular employees hired on or after June 21, 2015 and after one (1) year of continuous employment, shall accrue sick leave as follows;

8 hrs every 40 days of continuous employment

9. The Company will maintain existing time off accruals for personal holidays, vacations, and sick leave.

In jurisdictions requiring paid leave accruals that differ from contractual requirements;

a) In the event of passage of legislation mandating paid time off, the Company shall retain the right to adjust or terminate benefits available under this agreement following consultation with the union, to ensure that there will be no duplication of benefits and that the employees receive benefits agreed upon under the terms of this agreement.
b) The intent of this clause is to ensure that there will be no duplication or pyramiding of benefits.

Notwithstanding any other provision in the contract, at no time shall employees receive less time off than that provided by reason of all applicable statutes and regulations.

ARTICLE 20
Health and Welfare

The Employer agrees to increase current contributions by five percent (5%) effective July 1, 2018. Employees are required to pay 5% of the employer's contribution rate if hired prior to May 11, 2011 or 10% of the employer's contribution rate if hired after May 11, 2011.

It is understood that the employee shall pay any additional monies in excess of the rates referenced below that may be required for H&W based on the level of coverage elected, and/or the Fund may reduce benefits if necessary.

Effective July 1, 2018 the employer agrees to increase its contribution by 5%; making the contribution amount $1,320.10. The cost sharing provisions outlined above remain in effect.

Said contributions shall be used to maintain the existing level of benefits for regular employees who receive a minimum of eighty (80) hours of pay from the Employer per month.

ARTICLE 21
Pension

1. The Employer will contribute on behalf of each regular employee covered by this Agreement for straight time hours up to a maximum of forty (40) straight time hours per week that all regular employees receive straight time pay into the Washington Motor Truck Transportation Employee's Pension Trust Fund.

The Employer agrees to increase funding by adopting the Fund's preferred Rehabilitation Plan (4.9% contribution increases annually) on behalf of each regular employee covered by this Agreement, for each hour which said regular employee actually works. This commitment of 4.9% annual pension contribution increases is limited to the period of the new collective bargaining Agreement (June 26, 2022 through and including midnight June 20, 2026).

Consistent with the Rehabilitation Plan adopted by the Trustees of Local922, the Company hereby agrees to pay a 4.9% increase over the existing pension plan contribution requirement of seven dollars and forty-six cents ($7.46) per hour as follows:

- Effective January 1, 2023, the Employer shall pay an additional thirty-seven cents ($.37) per hour and the contribution rate shall be seven dollars and eighty- three cents ($7.83) per hour.
- Effective January 1, 2024, the Employer shall pay an additional thirty-eight cents ($.38) per hour and the contribution rate shall be eight dollars and twenty-one cents ($8.21) per hour.
- Effective January l, 2025, the Employer shall pay an additional forty cents ($.40) per hour and the contribution rate shall be eight dollars and sixty-one cents ($8 .61) per hour.
- Effective January 1, 2026, the Employer shall pay an additional forty-two cents ($.42) per hour and the contribution rate shall be nine dollars and three cents ($7.46) per hour.

2. The hourly contribution by the Employer will commence with the first full payroll month following the first of the month after completion of twelve (12) months of continuous employment.

3. The Employer agrees to increase funding by adopting the Fund's preferred Rehabilitation Plan (4.9% contribution increases annually) on behalf of each regular employee covered by this Agreement, for each hour which said regular employee actually works.

4. It is agreed that the Pension Plan as adopted must have the continuing approval of the Internal Revenue Service as an exempt plan. The Employer will not be obligated to make any contributions which are not deductible from gross income for Federal Income Tax purposes.

5. The hourly contribution by the Employer will commence with the first full payroll month following the first of the month after completion of twelve (12) months of continuous employment.

ARTICLE22
Pre-Paid Legal Fund

1. The Employer agrees to pay to the Employees Local Union 730 & Contributing Companies Pre-Paid Legal Services Fund, or its mutually approved successor, on behalf of each regular employee covered by this Agreement the sum of two dollars and eighty cents ($2.80) per week for each week which said regular employee actually works.

Regular employees hired between June 01 2006 and October 07, 2022, will be covered by the language above. Regular employees hired after October 07,2022 will be responsible to pay the required fees/contributions directly to the Fund Office, should they choose to participate in the Pre-Paid LegalFund.

2. It is agreed that the Employees Local Union 730 & Contributing Companies Pre-Paid Legal Services Fund must have the continuing approval of the Internal Revenue Service as an exempt plan. The Employer will not be obligated to make any contributions which are not deductible from gross income for Federal Income Tax purposes.

3. The hourly contribution by the Employer will commence with the first full payroll month following the first of the month after completion of twelve (12) months of continuous employment.

ARTICLE23
Funeral Leave

1. In case of the death of a brother, brother-in-law, sister, sister-in-law, grandparent, parent-in-law, or of any regular employee requiring the employee's absence from his regularly scheduled assignment, the employee shall be granted leave of absence with pay of three (3) working days for the purpose of attending the funeral.

2. In case of the death of a spouse, child, stepchild, parent or step parent of any regular employee requiring the employee's absence from his regularly scheduled assignment, the employee shall be granted leave of absence with pay of five (5) working days for the purpose of attending the funeral.

ARTICLE24
Jury Duty

Full time employees actually summoned and serving on juries will be granted time off when needed for actual jury duty and will receive the difference between their straight time basic weekly pay and the amount received while on jury duty. Any employee who is dismissed from such service sufficiently early to enable him to work two (2) hours or more of his scheduled shift shall report to complete his shift. This obligation on the part of the Employer shall be limited to thirty (30) days in each calendar year.

ARTICLE25
Leave of Absence

A leave of absence may be granted to a regular employee with one (1) year of continuous service upon application of the employee to and approval by the Employer. Such leave shall not exceed ninety (90) days. Seniority will continue to accrue during the leave, except that paid entitlements (ex., vacation, pay progression, sick leave, etc.) will not accrue. Relief employees may be used to replace regular employees on leaves of absence.

ARTICLE26
Scope of Agreement

1. In the event the entire operation of the Employer is sold, leased, assigned, placed in receivership or bankruptcy procedure, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Employer shall give notice of this Agreement to any successor to the operations of the Employer of the terms of this Agreement. Such notice shall be in writing, with a copy to the Union, at the time the successor executes a contract to take over the operations of the Employer.

2. In the event the Employer fails to give the notice herein required, or fails to require the successor by contract to assume the obligations of this Agreement, the Employer shall be liable to the Union and to the employees covered for all damages sustained as a result of such failure to give notice and to provide for the assumption of the terms of this Agreement.

ARTICLE27
Terms of Agreement

This Agreement shall remain in full force and effect from June 24, 2018 through June 20, 2026 and for a period of one (1) year thereafter unless either the Employer or the Union desires changes in this Agreement at its expiration date, in which event, on or before sixty (60) days prior to the expiration date, or one (l) year renewal date, written notice outlining the changes desired shall be given by the party proposing the changes to the other party of this Agreement.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as legal representatives of both the Employer and the Union.

FOR THE UNION:

TEAMSTERS LOCAL NO. 922

FOR THE EMPLOYER:

GIANT FOOD, LLC

Absentee Control Program

Local 922 Absentee Control Program is an integrated incident program that incorporates all attendance infractions into one program. Regular associates would be allowed 5 incidentsin a rolling year. Vacation Relief associates would follow the same program but would be allowed 4 incidents in a rolling year. All scheduled, volunteer, and holiday shift work are subject to the Absentee Control Program.

Chargeable Absences:
Tardies (after 7th occurrence), Unapproved Home Earlies (after 2nd occurrence), Unpaid Sick Leave, Unexcused Absences, or other forms of unplanned unscheduled absences are "Chargeable" forms of absence and will be considered as one incident of absence.

Non-Chargeable Absences: The following categories of absence will not be charged under this Policy, provided the appropriate procedures have been followed:

a. Personal Leave Days, Including Emergency Leave (Article 22)
b. Compensable On-The-Job Injury Leave
c. Personal Holidays
d. Vacation (Article 15)
e. Paid Sick Leave (Article 18)
f. Funeral Leave (Article 19)
g. Jury Duty (Article 21)
h. Military Leave (Article 20)
i. Leaves of Absence (Article 23)
j. Approved Home Earlies
k. Approved FMLA Leave
I. Approved Union Business

Regular

Associates:
Action Taken: As Incidents of Absence occur, action will be taken as follows:

- 1st Incident - No action (associate will receive letter for their information and measurement of individual year begins with first incident).
- 2nd Incident -Associate will be issued a First [15t] Step Advisory Letter, advising him/her of the seriousness of continued absence.
- 3rd Incident - Associate will be issued a Second [2nd] Step Advisory Letter indicating the consequences of continued absence.
- 4th Incident of Absence - Associate will be issued a Third [3rd] and Final Step Advisory Letter, with notification that continued absence cannot be tolerated and his/her future employment is in jeopardy.
- 5th Incident- Cause for termination.

Vacation Relief Associates:

Action Taken: As Incidents of Absence occur, action will be taken as follows:

- 1st Incident- No action (associate will receive letter for their information and measurement of individual year begins with first incident).
- 2nd Incident-Associate will be issued a First [1st] Step Advisory Letter, advising him/her of the seriousness of continued absence.
- 3rd Incident of Absence-Associate will be issued a Final Step Advisory Letter, with notification that continued absence cannot be tolerated and his/her future employment is in jeopardy.
- 4th Incident-Cause for termination.

Note:

- An Incident of Absence can be one (1) day or multiple days as long as it is continuous and for the same reason.
- The timeframe for administering attendance letters will be 72 hours except for the last two (2) incidents. The last two (2) incidents will be treated as discipline and must be issued within 24 hours (mirroring the timeline associated with current progressive discipline).
- All associates will be provided a clean attendance slate as of July 2015.

Giant

June 24 2018

Mr. Isiah Bryant, President
Teamsters Local No. 922
2120 Bladensburg Road, N.E.
Washington, D.C. 20018

Dear Mr. Bryant:

This letter is to confirm the agreement made between the Giant Food and Teamster Union Local No. 730-4 and Teamster Union Local No. 922 regarding the work practices in the Recycling Facility in Jessup, MD.

It is understood by both parties that there will be no separation of work between Local 922 and Local 730-4 Recycling associates. It is further understood that both bargaining units will continue to maintain separate seniority list and under no circumstances will bumping be allowed between the two bargaining units for the purposes of overtime, work assignments, or otherwise.

Sincerely,

Joseph Urban,
Vice President of Distribution Operations

FOR THE UNION:

Rudolph Gardner, President Team Local Union No. 922

Giant

June 12, 2006

Ms. Ferline Buie, President
Teamsters Local No. 922
2120 Bladensburg Road, N.E.
Washington, D.C. 20018

Dear Ms. Buie:

If an employee has a medical foot condition which prevents him from wearing standard issue safety shoes, and said medical condition is certified by medical documentation, the Employer will allow other acceptable safety shoes and reimburse the employee up to the cost of the Employer standard issue shoe.

Sincerely,

William Johnson
Manager of Labor Relations

Joseph Urban,
Vice President Distribution Operations

FOR THE UNION:

Rudolph Gardner, President Teamsters Local Union No. 922

Giant

June 24, 2018

Mr. Isiah Bryant, President
Teamsters Local No. 922
2120 Bladensburg Road, N.E.
Washington, D.C. 20018

Dear Mr. Bryant:

This letter confirms the agreement that was made between the Company and the Union regarding the Battery Workers. Both parties agree to the following;

a) The Company reserves the right to expand the work responsibilities for associates in the Battery Worker classification to include other tasks within the Material Handling department (Battery Shop)
b) The Company reserves the right to hire externally for the Battery Shop to fill full-time regular positions. Management will give consideration to the existing Local 922 Vacation Relief and Dock Worker associates if there is interest and they meet the appropriate Material Handling qualifications.

Sincerely,

Joseph Urban,
Vice President Distribution Operations

FOR THE UNION:

Rudolph Gardner, President Teamsters Local Union No. 922

Giant

September 29, 2021

Mr. Rudolph Gardner,
President Teamsters Local
No. 922 2120 Bladensburg
Road, N.E.Washington, D.C.
20018

Dear Mr. Gardner:

The Company agrees to make additional five percent (5%) increases to the Health and Welfare Trust over the next four (4) years of the collective bargaining agreement (2022, 2023, 2024,2025), if theother contributing employer(s) adequately increase their contributions or if the cost of benefits exceed the Company's current contribution rate.

Sincerely,

Joseph Urban,
Vice President Distribution Operations

FOR THE UNION:

Rudolph Gardner, President Teamsters Local Union No. 922

Giant

June 12, 2006

Ms. Ferline Buie, President
Teamsters Local No. 922
2120 Bladensburg Road, N.E.
Washington, D.C. 20018

Dear Ms. Buie:

The Company agrees to make a good-faith effort to honor personal holiday requests; however, the needs of the business take first priority.

Sincerely,

William Johnson
Manager of Labor Relations

FOR THE UNION:

Ferline Buie, President

Joseph Urban,
Vice President Distribution Operations

FOR THE UNION:

Rudolph Gardner, President Teamsters Local Union No. 922

Giant

June 12, 2006

Ms. Ferline Buie, President
Teamsters Local No. 922
2120 Bladensburg Road, N.E.
Washington, D.C. 20018

Dear Ms. Buie:

The Union and the Company recognize that each regular employee who is called to work on his regular day off shall be guaranteed and must work a minimum of four (4) hours.

Sincerely,

William Johnson
Manager of Labor Relations

Joseph Urban,
Vice President Distribution Operations

FOR THE UNION:

Rudolph Gardner, President Teamsters Local Union No. 922