MEMORANDUM OF AGREEMENT

WAREHOUSE EMPLOYEES TEAMSTERS LOCAL NO. 730 and GIANT OF MARYLAND LLC SEPTEMBER 29, 2021

This Memoranda of Agreement (MOA) is entered into between Giant of Maryland LLC (Employer) and Warehouse Employees Teamsters Local No. 730, collectively the parties.

This MOA sets forth the agreement of the parties for their new collective bargaining agreement for the period from ratification through and including midnight June 20, 2026. Except as expressly modified herein, this MOA incorporates by reference the respective provisions of the expiring 2018-2022 collective bargaining agreements.

This MOA represents the entire agreement between the parties.

Any Union proposal not identified or addressed herein is deemed withdrawn. Any Employer proposal not identified or addressed herein is deemed withdrawn. The modification or withdrawal of any proposal in these negotiations shall have no evidentiary value whatsoever and, accordingly, shall not be introduced or received into evidence in any arbitration or other proceeding.

The Union, its respective officers, and bargaining committee members agree to unreservedly recommend and support the ratification of this Agreement.

The parties reserve the right to correct any errors in this MOA.

The parties agree that any and all pending or related legal actions, charges, arbitrations, grievances, claims or other disputes, regardless of forum, arising out of the alleged actions of the Employer or Union with respect to the negotiation of this Agreement prior to the ratification of this Agreement are mutually settled and released with prejudice upon ratification of the Agreement.

Signed and agreed September 29, 2021:

Ritchie Brooks Warehouse Employees Union Local No 730	Joseph Urban, VP of Distribution Operations Giant of Maryland LLC.

1. **Terms of agreement:** June 26, 2022 through and including midnight June 20, 2026.

2. **Article: 4.5 Union Membership** (Add Language)

Management reserves 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 office during times of emergency to request additional temporary workers.

3. **Article 7.4 Overtime and holiday Work** (Add Language)

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

4.**Article 8.6 Management Rights**. (Add Language)

Management reserves the right to consolidate light salvage trailers outside of the recycling operation during times of heavy volume, holidays, or staffing shortages. The salvage can only be consolidated by vacation relief employees and not regular Fresh food employees.

5**. Article 10: Holidays**

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

Delete(last line of b): *and one (1) additional personal holiday for Presidential Inauguration.*

10.3 c) (Delete language)

Effective January 1, 2016, no associates will earn more than four (4) personal holidays unless it is a Presidential Inauguration as stated in article 10.3 (b).

10.7 (Delete language)

All time worked in excess of thirty-two (32) hours in any calendar week in which a holiday occurs shall be paid at the rate of one and one-half (1 ½) times the regular rate.

6. **Article 23.1 Uniforms** (delete language)

Each January, the Employer will provide six (6) uniforms or six (6) coveralls or trades within this number. Said work clothes will become the property of the employee and the employee will be responsible for their cleaning and maintenance.

23.1 uniforms (add Language)

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.

7. **Article 28.2 Rest Period** (Add Language)

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.

8. **Article 29 Health and Welfare**

29.1 The Employer will follow the below contribution schedule to the Warehouse Employees Local 730 Employers Health Trust for each hour which said regular employee actually works.

Each calendar year the parties shall request from the Employee's Health and Welfare Trust Fund and the amount of reserves expressed in months of Fund as of May 1st of the applicable calendar year. The Fund's methodology for calculating the Fund's requested reserves shall be based upon the same methodology as used to report reserves to Fund Trustees. If the reserve amount reported to the Fund's Trustees is less than 15 calendar months the parties agree that the employer's contribution rate to the Fund shall increase by $.50 per hour for the period of twelve months, such increases shall be effective for contributions due the month of June.

Effective June 1, 2022 the Employer will contribute to the Warehouse Employees Local 730 – Employers Health Trust Eight dollars and fifty cents ($8.50) per hour which said regular employee actually works.
Effective June 1, 2023 the Employer will contribute to the Warehouse Employees Local 730 – Employers Health Trust Eight dollars and fifty cents ($8.50) per hour which said regular employee actually works.
Effective June 1, 2024 the Employer will contribute to the Warehouse Employees Local 730 – Employers Health Trust Eight dollars and fifty cents ($8.50) per hour which said regular employee actually works.
Effective June 1, 2025 the Employer will contribute to the Warehouse Employees Local 730 – Employers Health Trust Eight dollars and fifty cents ($8.50) per hour which said regular employee actually works.

19. **Article 30: Pension**

30.l The Union has represented to the Employer that it has in effect a Pension Plan which has met the requirements of the Internal Revenue Service, as a qualified plan, and is not inconsistent with any of the terms and conditions of the National Labor Relations Act, as amended.A copy of such Pension Plan will be attached hereto.

30.2 Giant will remain in the Fund's preferred Rehabilitation Plan (4.9% contributionincreases annually) as previously agreed through May of 2022 on behalf of each regular employee covered by this agreement, for each hour which said regular employee actually works. Giant will continue paying 4.9% annual contribution rate increases to the pension fund through 2024. If the fund enacts a plan under the MP RA toavoid plan insolvency, the 4.9% rate increases will continue each January through the endof the agreement. If no MPRA plan to avoid insolvency is enacted by 2024, Giant's contribution rate will be frozen at the 2024 level of eight dollars and seventy-six cents ($8.05) per all hours worked for the remainder of the agreement.

30.3 Except as mentioned above and consistent with the Rehabilitation Plan adopted by the Trustees of Local 730, the Company hereby agrees to pay a 4 .9% increase over the existing pension plan contribution requirement of five dollars andseventy cents ($7.32) per hour as follows:

Effective January 1, 2023, the Employer shall pay an additional thirty-six cents ($.36) per hour and the contribution rate shall be seven dollars and sixty-eight cents ($7.68) per hour.
Effective January 1, 2024, the Employer shall pay an additional thirty-eight cents ($.38) per hour and the contribution rate shall be eight dollars and five cents ($8.05) per hour.
Effective January 1, 2025, the Employer shall pay an additional thirty-nine cents ($.39) per hour and the contribution rate shall be eight dollars and forty-five cents ($8.45) per hour.
Effective January 1, 2026, the Employer shall pay an additional forty-one cents ($.41) per hour and the contribution rate shall be eight dollars and eighty-six cents ($8.86) per hour.

20. Effective as soon as practicable upon ratification the Company Agrees to make the top two vacation relief employees regular.

21. **Schedule "A" Wages**

	6/19/2022	6/18/2023	6/16/2024	6/15/2025
Cardboard Salvage Workers	$25.2081	$1400 Lump Sum	$25.7581	$1500 Lump Sum

22. **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: $1000 (subject to withholdings)

23. **New Hires 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

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