MEMORANDUM OF AGREEMENT
WAREHOUSE EMPLOYEES UNION LOCAL NO. 730 and GIANT OF MARYLAND LLC

This Memoranda of Agreement (MOA) is entered into between Giant of Landover (Employer) and Warehouse Employees Union Local No. 730 (Union). collectively the parties.

This MOA sets forth the agreement of the parties for their new collective bargaining agreements for the period of May 17, 2015 through and including midnight May 15, 2027. Except as expressly modified herein, this MOA incorporates by reference the respective provisions of the expiring 2015-2022 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Any Union proposal not identified or addressed herein is deemed withdrawn. Any Employer proposal not identified or addressed herein is deemed withdrawn.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 August 20, 2019:

For the Union:

President Warehouse Employees
Union Local 730

For the Company:

VP, Distribution Operations
Giant of Maryland, LLC

1. **TERM OF AGREEMENT**: May 17, 2015 through and including midnight May 15, 2027.

2. **WAGES SCHEDULE A**: With respect to wages, the wage increases set forth below shall be paid to Regular associates at or above the top of the scale as of the effective date of the increase, but shall result in the top of the scale contract progression rates remaining unchanged.

WAGE INCREASE:
FT Regular (top of scale): $.55 per hour effective May 15, 2022
FT Regular (top of scale): $1600.00 Lump Sum effective May 14, 2023
FT Regular (top of scale): $.50 per hour effective May 12, 2024
FT Regular (top of scale): $1700.00 Lump Sum effective May 11, 2025
FT Regular (top of scale): $.50 per hour effective May 10, 2026

FT Regular employees hired prior to February 3, 2013 will move to the original wage scale.

LUMP SUM RATIFICATION BONUS PAYMENT: All FT regular associates who are on the active payroll as of January 1, 2020, and those promoted to regular associates by such date shall receive a lump sum bonus paid out effective January 1, 2020 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: $2000.00 (subject to applicable withholdings)

NEW HIRE WAGE STRUCTURE for EMPLOYEES HIRED AFTER APRIL 29, 2011

0 - 12 months	$16.00
13 - 24 months	$17.00
25 - 36 months	$18.00
37 - 48 months	$19.00
49 - 60 months	$20.00
Thereafter	$22.00

Existing New Hire associates shall slot into the above wage scale based upon their time in service as a Regular.

3. **<u>VACATION RELIEF & CASUAL WORKER SCALE - SCHEDULE C</u>:**
Effective as soon as practicable following ratification, the following Schedule C wage scale will be in effect for all Vacation Relief Associates:

Length of Service	Vacation Relief/Casual Worker Rate
0-12 Months	$16.00
13 - 24 Months	$17.00
25 - 36 Months	$18.00
37 - 48 Months	$19.00
49- 60 Months	$20.00
Thereafter	$21.00

a. Effective the date of ratification the following wage scale will be applied to all Vacation Relief associates and Casuals.
b. Existing Vacation Relief associates shall slot into the above wage scale based upon their time in service as a Vacation Relief associate.
c. The Company and the Union will review the wage scale against market data every two (2) years beginning in September 2021, 2023, and 2025 and the Company will not decrease the wages as a result of this review.
d. Upon ratification of this agreement, the Company will promote eight (8) Vacation Relief to full time regular.

4. **<u>CASUAL WORKERS</u>:**
Adopt Casual Workers modifications to include a cap of 30 to the allowable number of Casual Workers that can be on the roster at any given time.
Ten (10) percent of the total number of Casual Workers will be determined after the first (1st) full week ending date of September of each year beginning in 2020 will determine the number of additional Vacation Relief promotions applied. The minimum number of Vacation Relief promotions will be one (1) annually. These promotions are above the annual measurement date outlined in Schedule C.

5. **WORK WEEK ARTICLE 6.1 & 6.2:**

6.1 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 50% of the guaranteed straight schedules will be regular jobs with Sunday - Thursday, Monday- Friday, or Tuesday- Saturday shifts. The remaining 15% must have two consecutive days off.

Changes in these schedule requirements may occur with changes to the order and delivery schedule and will involve discussions with Local 730 prior to changes being made.

6.2 An employee scheduled Sunday through Saturday who loses work opportunity through no fault of the Employer may work on Saturday at straight time, provided work is available and provided the employee has no current sick leave accrual.

Changes in these schedule requirements may occur with changes to the order and delivery schedule and will involve discussions with Local 730 prior to changes being made.

6. **OVERTIME AND HOLIDAY WORK ARTICLE 7.1:**

Regular employees working overtime will be required to work up to four (4) hours, four (4) days per week with a maximum of 16 hours a week. If the absentee rate exceeds twenty-five percent (25%) overtime would be six (6) hours. If there is a significant weather/emergency event overtime would be eight (8) 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).

7. **OVERTIME AND HOLIDAY WORK ARTICLE 7.1:**

Overtime shall be offered or assigned by seniority and classification for the area in which the employee bid, and by shift in the facility from among those present. A minimum of eighty percent (80%) productivity is required for all associates working out of classification while on overtime. A minimum of eighty - five (85%) productivity is required for all associates working overtime before or after their bidded shift. A minimum of ninety percent (90%) productivity is required for all associates working overtime on their off day.

8. **OVERTIME AND HOLIDAY WORK ARTICLE 7.2**

Holiday overtime will be staffed in the following manner:

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

The top seventy (70) employees on the Fresh Food regular seniority roster shall be paid for at two (2) times the hourly rate of pay if they work on any of the three (3) designated holidays specified above. Regular employees will move up as a regular employee in the top 70 leaves the company.

9. **UNION – MANAGEMENT RELATIONS ARTICLE 9.5**

Joint Labor-Management Committee/No Transfer Option

Each April through April, 2026, a joint Committee of Giant warehouse associates and management will meet to review the quality and efficiency of the operation and any other issues of importance. The Committee will provide recommendations by April 30th of each year. The following is agreed by the parties to create a cooperative background for Committee work and operations:

Giant will not transfer the Fresh warehouse to a third party for the period of the Committee work through May 2026.

Neither Giant nor Local 730 will publicly disparage the other party or its affiliates and the parties will take all steps necessary to prevent such actions.

10. **MANAGEMENT RIGHTS ARTICLE 8:**

Local 730 will be involved and operate in new technology enhancements when it applies to Local 730 work as it is performed today. (Example:VGV, Exo-skeleton, but not limited to these two examples.)

11. **MANAGEMENT RIGHTS ARTICLE 8:**

The Company agrees that the expansion of the Fresh Food Facility will bring more volume into the facility above the current volume.

12. **SENIORITY ARTICLE 14.3(L):**

If an employee's yearly bidded job is abolished and bid out in four (4) hours from the abolishment, the employee can get his yearly job back.

13. **SENIORITY ARTICLE 14.4:**

There will be a minimum of two hundred – twenty (220) regular associates maintained as part of the workforce (subject to the case measurement process outlined below).

Case Measurement Process:

a) The first period start date after ratification will be the beginning of the initial selected case volume measurement.
b) At the start of the coincident period each subsequent year, selected case volume will be remeasured and reported in writing to the union.
c) For each 10% of volume drop below the initial baseline measurement year, the number of 220 guaranteed jobs will decrease by 5%. Volume declines due to outsourcing and cross-docking will not be considered for this purpose.
d) If there is to be a decrease in the number of guaranteed jobs, the union can request an independent audit of the volume. The cost of any audit will be shared equally by the union and the company.
e) If there is an increase in the selected volume that would bring the selected volume back above a threshold for reduction in guaranteed jobs, the number of guaranteed jobs will be increased accordingly, but never above the original guaranteed positions.
f) Once the employee has achieved the job guarantee, he will keep that status for the duration of the contract.

g) There will be no lay-offs of regular associates if Vacation Reliefs (VRs) or Casuals are working.

14. **VACATIONS ARTICLE 15.7:**

Vacations shall be bid by seniority, classification, shift start times, work area and facility within 30 days after the annual job bids are finalized. Once a vacation has been bid, it shall remain the same in case of permanent transfer. An employee may bid and take his total vacation entitlement at one time.

15. **VACATIONS ARTICLE 15.9:**

The number of employees off for vacation in any given week shall not exceed fifteen percent (15%). Both parties understand that the associate count excludes Vacation Relief and Casuals in determining the allowable percentage for regular employees.

16. **SICK LEAVE ARTICLE 18.6:**

1. 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;

   i. 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.
   ii. The intent of this clause is to ensure that there will be no duplication or pyramiding of benefits.
   iii. 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.

17. **FUNERAL PAY ARTICLE 19.1:**

In case of a death of a spouse, child, parent, step-child, step-parent, or the guardianship of a minor child 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.

18. **FUNERAL PAY ARTICLE 19.2:**

In the case of a death of a brother, sister, step-brother, step-sister, grandparent, grandchild, or parent-in-law 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.

19. **PRODUCTIVITY INCENTIVE PROGRAM - SCHEDULE E PFP**

Add to the existing scale:
160% to 169% = $6.00 per hour.
170% to 179% = $7.00 per hour.
180% or greater = $8.00 per hour.

20. **<u>DOUBLE INCENTIVE (DI) - SCHEDULE F</u>**
Adopt current Double Incentive Program into the collective bargaining agreement. [See Schedule F]

21. **<u>ABSENTEE CONTROL PROGRAM – SCHEDULE D</u>**:
The two annually approved Home Earlies are awarded on the associate's anniversary date starting on January 1, 2020.

22. **<u>TRAINING – WAREHOUSE TRAINING CERTIFICATION PROGRAM</u>:**
Both parties agree to improve the quality of training and identify trainers based on seniority and ability to adhere to training guidelines and complete training certification once developed and discussed with both the union and management.

23. **<u>SUNDAY 12:01 BIDDED SHIFT – SIDE LETTER</u>:**
All Sunday 12:01am bidded shift will be cancelled by 10:00pm instead of 4:00pm.

24. **<u>HEALTH & WELFARE – ARTICLE 30.3</u>**:
Each calendar year the parties shall request from the Employee's Health and Welfare Trust Fund the amount of reserves expressed in months of the 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 increase shall be effective for contributions due the month of June.

a) Effective June 1, 2019 the Employer will contribute seven dollars and fifty-eight cents ($7.58) for each hour which said regular employee actually works to the Warehouse Employees Local 730 – Employers Health Trust.
b) Effective June 1, 2020 the Employer will contribute eight dollars and thirty-four cents ($8.34) for each hour which said regular employee actually works to the Warehouse Employees Local 730 – Employers Health Trust.
c) Effective June 1, 2021 the Employer will contribute nine dollars and seventeen cents ($9.17) for each hour which said regular employee actually works to the Warehouse Employees Local 730- Employers Health Trust.
d) Effective June 1, 2022 the Employer will contribute eight dollars and fifty cents ($8.50) for each hour which said regular employee actually works to the Warehouse Employees Local 730- Employers Health Trust.
e) Effective June 1, 2023 the Employer will contribute eight dollars and fifty cents ($8.50) for each hour which said regular employee actually works to the Warehouse Employees Local 730- Employers Health Trust.
f) Effective June 1, 2024 the Employer will contribute eight dollars and fifty cents ($8.50) for each hour which said regular employee actually works to the Warehouse Employees Local 730- Employers Health Trust.
g) Effective June 1, 2025 the Employer will contribute eight dollars and fifty cents ($8.50) for each hour which said regular employee actually works to the Warehouse Employees Local 730- Employers Health Trust.

h) Effective June 1, 2026 the Employer will contribute eight dollars and fifty cents ($8.50) for each hour which said regular employee actually works to the Warehouse Employees Local 730- Employers Health Trust.

25. **PENSION – ARTICLE 31**:
Giant will remain in the Fund's preferred Rehabilitation Plan (4.9% contribution increases 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 MPRA to avoid plan insolvency, the 4.9% rate increases will continue each January through the end of 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 ($8.76) per all hours worked for the remainder of the agreement.

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 and seventy cents ($5.70) per hour as follows:

a) Effective January 1, 2019, the Employer shall pay an additional thirty-two cents ($.32) per hour and the contribution rate shall be six dollars and ninety cents ($6.90) per hour.
b) Effective January 1, 2020, the Employer shall pay an additional thirty-four cents ($.34) per hour and the contribution rate shall be seven dollars and twenty-four cents ($7.24) per hour.
c) Effective January 1, 2021, the Employer shall pay an additional thirty-five cents ($.35) per hour and the contribution rate shall be seven dollars and fifty-nine cents ($7.59) per hour.
d) Effective January 1, 2022, the Employer shall pay an additional thirty-seven cents ($.37) per hour and the contribution rate shall be seven dollars and ninety-six cents ($7.96) per hour.
e) Effective January 1, 2023, the Employer shall pay an additional thirty-nine cents ($.39) per hour and the contribution rate shall be eight dollars and thirty-five cents ($8.35) per hour.
f) Effective January 1, 2024, the Employer shall pay an additional forty-one cents ($.41) per hour and the contribution rate shall be eight dollars and seventy-six cents ($8.76) per hour.
g) Effective January 1, 2025, the Employer shall pay an additional forty-three cents ($.43) per hour and the contribution rate shall be nine dollars and nineteen cents ($9.19) per hour.
h) Effective January 1, 2026, the Employer shall pay an additional forty-five cents ($.45) per hour and the contribution rate shall be nine dollars and sixty-four cents ($9.64) per hour.

i) Effective January 1, 2027, the Employer shall pay an additional forty-seven cents ($.47) per hour and the contribution rate shall be ten dollars and eleven cents ($10.11) per hour.

SCHEDULE F

Double Incentive Program for Giant Food Fresh Warehouse:

The incentive program is designed to enable Giant Food Distribution associates the ability to complete certain allotted standard minutes, that will allow them to leave early while receiving the agreed upon hours of pay. The incentive is dependent upon the associate achieving set standard minutes, while working accurately, safely, and within company policies and procedures.

The set standard minutes will be posted and communicated within 2 hours after the shift start time. The amount will vary each day that double incentive is initiated, based on business needs. The set minutes must follow the agreed upon scale set by Giant Food and Teamsters Local 730.

467 minutes – 8 hours of straight time pay.

482 minutes - 8 hours of straight time pay.

497 minutes - 8 hours of straight time pay.

512 minutes - 8 hours of straight time pay.

Under emergency and mandatory over time situations, the set minutes may expand beyond the agreed upon 512 minutes to include straight time and overtime hours.

642 minutes - 8 hours of straight time pay and 4 hours of pay at 1 ½ times associates base rate.

747 minutes - 8 hours of straight time pay and 6 hours of pay at 1 ½ times associates base rate.

852 minutes - 8 hours of straight time pay and 8 hours of pay at 1 ½ times associates base rate.

1100 minutes - 8 hours of straight time pay and 16 hours of pay at 1 ½ times associates base rate.

Associates working on their day off for overtime will be eligible to participate in the following DI scale if offered based on business needs:

437 minutes – 8 hours of pay at 1 ½ times associates base rate.

537 minutes - 10 hours of pay at 1 ½ times associates base rate.

Giant Food Distribution Associates must meet the following expectations:

- Safety
- Accuracy/Quality
- Sanitation/Damages
- Methods (punching out correctly)

- Associates that are interested to participate must sign up at the beginning of the shift but are not obligated to achieve the set minutes.
- VR's are required to complete their 90 days probationary period or receive approval from the management team to participate in the program.

Failure to comply with these set expectations will result in a disqualification from the program. The duration of the disqualification falls under the following agreed upon terms.

- 1st step – one day suspension from the program
- 2nd step – one-week suspension from the program
- 3rd step – one-month suspension from the program
- 4th step – six – months suspension from the program.

Associates will still be eligible for the PFP program. The clock will stop at the end of the scheduled hours. Anything above those scheduled hours will result in incentive under the PFP program. An associate on standard does not have to stop at the posted minutes. They may continue to work and earn additional PFP if work is available before leaving. A memo to file will also be completed as a record and audited by payroll to ensure accuracy.