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

December 17, 2021

9:00 AM

I. Call to Order

II. Minutes, Regular Meeting – September 1, 2021

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 SEPTEMBER 1, 2021 VIA TELECONFERENCE

The following Trustees were present:

UNION TRUSTEES
R. Brooks – Chairman
L. Hudson
J. Venable

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
M. Pascal – Novak Francella 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 June 10, 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 June 10, 2021 are approved as presented.**

III. FINANCIAL REPORT

A. Custodian Bank – PNC Bank, NA

Ms. Cochran noted a copy of the PNC Summary of Activity report for the period January 1, 2021 through June 30, 2021 is contained in the meeting booklet.

B. Investment Performance Services, LLC ("IPS")

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

Mr. Sichel reviewed his report titled, "Investment Performance Analysis – June 30, 2021" beginning with IPS' market commentary. Mr. Sichel noted the asset allocation as follows: 43.80% in Investment Grade Income, 50.70% in Short Duration High Yield Fixed Income, and 5.50% in cash and equivalents. The Atlanta Capital Bond Fund held $413,658 in investments, and the Chartwell Short Duration High Yield Fund held $477,856. The PNC Prime Money Market held $51,857.

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

IV. AUDITOR REPORT

The Trustees welcomed Ms. Marcella Pascal of Novak Francella LLC to the meeting.

Ms. Pascal reviewed the draft Financial Statements for the year ended December 31, 2020. She said this audit reflects an unmodified opinion, in all material respects, of the financial status of the Fund. The Net Assets Available for Benefits were $941,186 on December 31, 2020. The total assets as of December 31, 2020 were $944,817, accounts payable were $3,631, and benefit obligations totaled $25,273. She noted total additions for the year ended December 31, 2020 were $142,698, and total deductions were $99,194, resulting in an increase of Net Assets Available for Benefits of $43,504. This combined with a Net Increase in Benefit Obligations of $3,944 resulted in an Increase in Excess of Net Assets Available Over Benefit Obligations of $27,625. The resulting Excess of Net Assets Available for Benefits over Benefit Obligations on December 31, 2020 was $915,913. She also reviewed the notes to the financial statements, the schedule of administrative expenses, the schedule of employer contributions, the schedule of assets held for investment purposes, and the schedule of reportable (5%) transactions.

The Trustees thanked Ms. Pascal for her report, and she was excused from the meeting.

V. <u>COUNSEL REPORT</u>

Mr. DeLancey said in early April 2021, the Department of Labor issued sub-regulatory guidance regarding best practices for plans with respect to cyber security measures. Included in the meeting booklet is a proposed Cybersecurity Policy and a Questionnaire for the Funds' service providers.

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

> **RESOLVED to accept Fund Counsel's Cybersecurity Policy and Questionnaire.**

VI. ADMINISTRATIVE MANAGER'S REPORT

Ms. Cochran presented the Administrative Manager's Report for the second quarter 2021. Such report showed employer contributions of $22,528, miscellaneous income of $0 and interest and dividend income of $6,166, producing a total income of $28,694 for the quarter. Benefit expenses were $17,774 and operating expenses were $10,796, producing a total expense of $28,570, resulting in a net surplus of $124 for the quarter. Ms. Cochran noted that contributions were made on behalf of 643 participants.

VII. INVOICES

Ms. Cochran presented a list of invoices dated September 1, 2021 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 September 1, 2021 are approved for payment as presented.**

VIII. OTHER FUND BUSINESS

A. Fiduciary Liability Insurance Renewal and Waiver of Recourse Premiums

Ms. Cochran noted interim action the Trustees took to renew the Fiduciary Liability policy for the period July 26, 2021 through July 26, 2022 with the incumbent carrier, Markel American Insurance Company/Ullico ("Ullico"), through the broker NFP Property & Casualty Service, Inc. ("NFP"). She said that there was a decrease in the annual premium of $1,837. She reported that the Trustees approved the renewal via an electronic poll conducted in August 2021.

Ms. Cochran advised the Trustees that letters regarding their required payment of the Waiver of Recourse premium of $25 were emailed on August 26, 2021.

Ms. Cochran noted that the Trustees had requested the Administrative Manager to work with Segal as a broker to obtain proposals in addition to NFP. She said she was advised by Segal that they were not able to obtain proposals as the carriers will only work with one broker per renewal.

Trustee Brooks said he would speak with NFP regarding the time frame the Trustees expect to have the proposals in advance of the policy expiration date. Ms. Cochran said each year she has expressed the Trustees expectations to have the proposals well in advance of the expiration date.

IX. NEXT MEETING DATE AND LOCATION

After discussion, the Trustees selected December 17, 2021 as their next regular meeting via conference call.

X. ADJOURNMENT

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

THIRD QUARTER 2021

ADMINISTRATIVE MANAGER'S REPORT

THIRD QUARTER 2021
CONTRIBUTIONS

EMPLOYER	RATE	HOURS	PARTICIPANTS	CONTRIBUTIONS
CANADA DRY	$0.07	104,641.98	217	$ 7,325
CANTEEN VENDING	$0.07	39,283.14	82	$ 2,750
EIGHT O'CLOCK COFFEE	$0.07	20,663.00	45	$ 1,446
GIANT 922	$0.07	4,520.00	9	$ 316
GIANT RECYCLING	$0.07	12,463.00	22	$ 872
GIANT WAREHOUSE	$0.07	124,979.26	205	$ 8,749
QUALITY CUSTOM DISTRIBUTION	$0.07	26,989.00	56	$ 1,889
UNION LOCAL 730	$0.07	1,416.00	3	$ 99
WASHINGTON FOOD	$0.07	1,555.00	3	$ 109
TOTAL		**336,510.38**	**642**	**$ 23,555**

AVERAGE HOURLY INCOME	$0.07

THIRD QUARTER 2021
EXPENSES

BENEFIT EXPENSES	AMOUNT	AVG. HRLY. COST	PERCENTAGE
STEVEN M. SINDLER	$ 11,104	$ 0.033	47.63%
SUBTOTAL	$ 11,104	$ 0.033	47.63%

OPERATING EXPENSES	AMOUNT	AVG. HRLY. COST	PERCENTAGE
ADMINISTRATION	$ 3,932	$ 0.012	16.87%
MISCELLANEOUS	$ 8,275	$ 0.025	35.50%
SUBTOTAL	$ 12,207	$ 0.037	52.37%

TOTAL EXPENSES	**$ 23,311**	**$ 0.070**	**100.00%**

MISCELLANEOUS

MISCELLANEOUS EXPENSES	AMOUNT	AVG. HRLY. COST	PERCENTAGE
ATLANTA CAPITAL MNGMT	$ 157	$ -	0.67%
AUDIT	$ 2,000	$ 0.006	8.58%
CYBER LIABILITY INSURANCE	$ 2,683	$ 0.008	11.51%
IPS	$ 625	$ 0.002	2.68%
LEGAL	$ 1,960	$ 0.006	8.41%
PNC INVESTMENT MNGMT FEE	$ 659	$ 0.002	2.83%
POSTAGE	$ 188	$ 0.001	0.81%
PRINTING	$ 3	$ -	0.01%

TOTAL	**$ 8,275**	**$ 0.025**	**35.50%**

2021
QUARTERLY RECAP

	FIRST 2021	SECOND 2021	THIRD 2021	FOURTH 2021	TOTAL
CONTRIBUTIONS	$ 21,967	$ 22,528	$ 23,555	$ -	$ 68,050
MISCELLANEOUS	$ -	$ -	$ -	$ -	$ -
INTEREST & DIVIDENDS	$ 5,712	$ 6,166	$ 5,583	$ -	$ 17,461
TOTAL INCOME	$ 27,679	$ 28,694	$ 29,138	$ -	$ 85,511
BENEFIT EXPENSES					
PROVIDER	$ 4,840	$ 17,774	$ 11,104	$ -	$ 33,718
SUBTOTAL	$ 4,840	$ 17,774	$ 11,104	$ -	$ 33,718
OPERATING EXPENSES					
ADMINISTRATION	$ 3,926	$ 3,931	$ 3,932	$ -	$ 11,789
MISCELLANEOUS	$ 2,841	$ 6,865	$ 8,275	$ -	$ 17,981
SUBTOTAL	$ 6,767	$ 10,796	$ 12,207	$ -	$ 29,770
TOTAL EXPENSES	$ 11,607	$ 28,570	$ 23,311	$ -	$ 63,488
TOTAL INCOME	$ 27,679	$ 28,694	$ 29,138	$ -	$ 85,511
TOTAL EXPENSES	$ 11,607	$ 28,570	$ 23,311	$ -	$ 63,488
SURPLUS (DEFICIT)	**$ 16,072**	**$ 124**	**$ 5,827**	**$ -**	**$ 22,023**
AVERAGE HOURLY INCOME	$ 0.09	$ 0.09	$ 0.09	$ -	$ 0.09
AVERAGE HOURLY EXPENSES	$ 0.04	$ 0.09	$ 0.07	$ -	$ 0.07
SURPLUS (DEFICIT)	$ 0.05	$ -	$ 0.02	$ -	$ 0.02
NUMBER OF PARTICIPANTS	641	643	642	0	642

2020
QUARTERLY RECAP

	FIRST 2020	SECOND 2020	THIRD 2020	FOURTH 2020	TOTAL
CONTRIBUTIONS	$ 33,005	$ 28,646	$ 23,387	$ 23,920	$ 108,958
MISCELLANEOUS	$ -	$ -	$ -	$ -	$ -
INTEREST & DIVIDENDS	$ 7,040	$ 6,850	$ 6,149	$ 6,277	$ 26,316
TOTAL INCOME	$ 40,045	$ 35,496	$ 29,536	$ 30,197	$ 135,274
BENEFIT EXPENSES					
PROVIDER	$ 21,681	$ 14,495	$ 6,851	$ 14,566	$ 57,593
SUBTOTAL	$ 21,681	$ 14,495	$ 6,851	$ 14,566	$ 57,593
OPERATING EXPENSES					
ADMINISTRATION	$ 5,686	$ 4,932	$ 3,918	$ 3,916	$ 18,452
MISCELLANEOUS	$ 2,603	$ 7,295	$ 16,050	$ 1,772	$ 27,720
SUBTOTAL	$ 8,289	$ 12,227	$ 19,968	$ 5,688	$ 46,172
TOTAL EXPENSES	$ 29,970	$ 26,722	$ 26,819	$ 20,254	$ 103,765
TOTAL INCOME	$ 40,045	$ 35,496	$ 29,536	$ 30,197	$ 135,274
TOTAL EXPENSES	$ 29,970	$ 26,722	$ 26,819	$ 20,254	$ 103,765
SURPLUS (DEFICIT)	**$ 10,075**	**$ 8,774**	**$ 2,717**	**$ 9,943**	**$ 31,509**
AVERAGE HOURLY INCOME	$ 0.09	$ 0.09	$ 0.09	$ 0.09	$ 0.09
AVERAGE HOURLY EXPENSES	$ 0.06	$ 0.07	$ 0.08	$ 0.06	$ 0.07
SURPLUS (DEFICIT)	$ 0.03	$ 0.02	$ 0.01	$ 0.03	$ 0.02
NUMBER OF PARTICIPANTS	947	823	661	652	771

THIRD QUARTER 2021
CONTRACT INFORMATION

COMPANY	CURRENT RATE	RATE EFF. DATE	CBA EXPIRATION
CANADA DRY[1]	$0.07	02-27-15	02-26-20
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	06-25-22
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

[1]The agreement has been extended.

THIRD QUARTER 2021
UTILIZATION

STEVEN M. SINDLER

CATEGORY	TYPE	NEW CASES	ATTORNEY HOURS	PARALEGAL HOURS	HOURLY RATE	TOTAL CHARGES
01	ADVISE AND CONSULTATION	4	4.00	0.00	$ 140	$ 560
02	WILL	0	0.00	0.00	$ 140	$ 0
03	FAMILY	0	19.67	0.00	$ 140	$ 2,754
04	REAL ESTATE	0	0.00	0.00	$ 140	$ 0
05	TRAFFIC	2	32.55	0.00	$ 140	$ 4,557
06	CRIMINAL	0	0.00	0.00	$ 140	$ 0
07	JUVENILE	0	0.00	0.00	$ 140	$ 0
08	PROBATE/ESTATE	0	0.00	0.00	$ 140	$ 0
09	CIVIL PROCEEDINGS	2	23.09	0.00	$ 140	$ 3,233
TOTALS		8	79.31	0.00		$11,104

ALL HOURS	79.31
ADJUSTED HOURS	79.31
COST PER HOUR	$ 140

LEGAL
DELINQUENCY REPORT
As of September 30, 2021

NONE

PROPRIETARY INFORMATION: THIS REPORT BELONGS TO WAREHOUSE EMPLOYEES UNION LOCAL NO. 730
AND CONTRIBUTING EMPLOYERS PREPAID LEGAL SERVICE FUND

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

INVOICES

December 17, 2021

Atlanta Capital Management Co., LLC

10/29/2021	Fee for investment services rendered through September 30, 2021	$ 155.00

Blank Rome LLP

10/5/2021	Fee for professional services rendered through September 30, 2021	$ 670.12
9/3/2021	Fee for professional services rendered through August 31, 2021	$ 356.40

Doyle Printing & Offset Co.

9/29/2021	Mailing and postage of Summary Annual Report	$ 924.59

Investment Performance Services, LLC

9/8/2021	Fee for professional services rendered through September 30, 2021	$ 625.00

NFP (The Meltzer Group)

8/18/2021	Fee for Fiduciary Liability Insurance Policy July 26, 2021 through July 26, 2022	$ 2,683.00

Novak Francella, LLC

8/27/2021	Fee for Audit services performed for plan year ended December 31, 2020	$ 1,000.00

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.

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. **VACATION RELIEF & CASUAL WORKER SCALE - SCHEDULE C:**
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. **CASUAL WORKERS:**
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 (1^{st}) 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. **DOUBLE INCENTIVE (DI) - SCHEDULE F**
Adopt current Double Incentive Program into the collective bargaining agreement. [See Schedule F]

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

22. **TRAINING – WAREHOUSE TRAINING CERTIFICATION PROGRAM:**
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. **SUNDAY 12:01 BIDDED SHIFT – SIDE LETTER:**
All Sunday 12:01am bidded shift will be cancelled by 10:00pm instead of 4:00pm.

24. **HEALTH & WELFARE – ARTICLE 30.3:**
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.

[redacted] e

November 1, 2021 — October 31, 2024

Tuesday, October 12, 2021

Memorandum of Agreement

Between Teamsters Local #730 and Washington Food and Supply.

Article 13, Wages:

11/1/2021 ~~10/31/2021~~ e .50 cents per hour
11/1/2022 ~~10/30/2022~~ e .50 cents per hour
11/1/2023 ~~10/29/2023~~ e .50 cents per hour
[redacted] e

Signing Bonus Week of November 1, 2021 [redacted] e $300.00

Article 23, Health and Welfare:

11/1/2021 10/01/2021 $6.00 Per hour
11/1/2022 10/01/2022 $6.00 Per hour
11/1/2023 10/01/2023 $6.00 Per hour
[redacted] e

Article 25, Pension:

11/1/2021 10/01/2021 $3.82 Per hour
11/1/2022 10/01/2022 $4.00 Per hour
11/1/2023 10/01/2023 $4.23 Per hour
[redacted] e

Teamsters Local #730

Ritchie Brooks: ______________________ Date: 10 12-2021

Washington Food Supply

Sandy [redacted] Sohn: ______________________ Date: 10-13-2021

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
Telephone: (800) 730-2241
www.associated-admin.com

2020 SUMMARY OF ANNUAL REPORT

FOR

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

This is a summary of the annual report for the Trustees of the WAREHOUSE EMPLOYEES UNION LOCAL NO. 730 & CONTRIBUTING COMPANIES' PREPAID LEGAL SERVICES FUND (Employer Identification No. 22-3408915, Plan No. 501) for the period January 1, 2020 to December 31, 2020. The annual report has been filed with the Employee Benefits Security Administration, as required under the Employee Retirement Income Security Act of 1974 (ERISA).

BASIC FINANCIAL STATEMENT

The value of plan assets, after subtracting liabilities of the plan, was $939,913 as of December 31, 2020 compared to $891,684 as of January 1, 2020. During the plan year, the plan experienced an increase in its net assets of $48,229. During the plan year, the plan had total income of $147,082. This income included employer contributions of $108,962, realized gain of $6,051 from the sale of assets and earnings from investments of $32,069. Plan expenses were $98,853. These expenses included $45,986 in administrative expenses and $52,867 in benefits paid to participants and beneficiaries.

YOUR RIGHTS TO ADDITIONAL INFORMATION

You have the right to receive a copy of the full annual report, or any part thereof, on request. The items listed below are included in that report:

An accountant's report;

1. Financial information and information on payments to service providers;
2. Assets held for investment; and
3. Transactions in excess of 5 percent of the plan assets.

To obtain a copy of the full annual report, or any part thereof, write or call the office of

Associated Administrators, LLC (Administrative Manager)
c/o Warehouse Employees Union Local No. 730
& Contributing Companies' Prepaid Legal Services Fund
911 Ridgebrook Road
Sparks, MD 21152-9451
(800) 730-2241

The charge to cover copying costs will be $5.00 for the full report, or $0.25 per page for any part thereof.

You also have the right to receive from the plan administrator, on request and at no charge, a statement of the assets and liabilities of the plan and accompanying notes, or a statement of income and expenses of the plan and accompanying notes, or both. If you request a copy of the full annual report from the plan administrator, these two statements and accompanying notes will be included as part of that report. The charge to cover copying costs given above does not include a charge for the copying of these portions of the report because these portions are furnished without charge.

You also have the legally protected right to examine the annual report at the main office of the plan:

Associated Administrators, LLC (Administrative Manager)
911 Ridgebrook Road
Sparks, MD 21152-9451

and at the U.S. Department of Labor in Washington, D.C., or to obtain a copy from the U.S. Department of Labor upon payment of copying costs. Request to the Department should be addressed to: U.S. Department of Labor, Employees Benefits Security Administration, Public Disclosure Room, 200 Constitution Avenue, NW Suite N-1513, Washington, D.C. 20210.

BOARD OF TRUSTEES