Warehouse Employees Union Local No. 730
Pension Trust Fund

911 Ridgebrook Road
Sparks, Maryland 21152-9451
Telephone: (800) 730-2241
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8400 Corporate Drive, Suite 430
Landover, Maryland 20785-2361
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Agenda
December 17, 2021
(At approximately 9:30 AM)

I. Call to Order

II. Minutes, Regular Meeting – September 1, 2021

III. Financial Report – Investment Performance Services

IV. Actuary Report

V. Co-Counsel Report

VI. Administrative Manager Report

VII. Invoices

VIII. Other Fund Business

IX. Next Meeting Date and Location

X. Adjournment

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DRAFT

MINUTES OF THE MEETING OF THE
BOARD OF TRUSTEES OF THE
WAREHOUSE EMPLOYEES UNION LOCAL NO. 730
PENSION TRUST FUND
SEPTEMBER 1, 2021
VIA TELECONFERENCE

The following Trustees were present:

UNION TRUSTEES
R. Brooks – Chairman
J. Lacy
F. Myers

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

Also present were:

A. Cochran – Associated Administrators, LLC
M. DeLancey – Blank Rome LLP
M. Deveney – Cheiron
P. Hardcastle – Cheiron
R. Grant – Associated Administrators, LLC
J. Kimble – Morgan, Lewis & Bockius, LLP
R. Sichel – Investment Performance Services, LLC
F. Stegman – Welfare Fund Trustee[1]

I. CALL TO ORDER

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

[1]Frank Stegman joined for the Counsel report only.

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

The Trustees reviewed a copy of the PNC Summary of Activity report for the period January 1, 2021 through June 30, 2021.

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

1. Investment Performance

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

Mr. Sichel reviewed the financial markets generally and the investment returns of the Fund's investment managers. He noted that for the period January 1, 2021 to June 30, 2021 the Fund's total investment return was 10.4%, gross of fees.

2. Asset Allocation

Mr. Sichel reviewed the Fund's asset allocation as of June 30, 2021: U.S. Equities 32.9%, U.S. Small/Mid Cap 11.3%, International Equities 8.6%, Fixed Income Core 1.3%, Fixed Income High Yield 6.3%, Real Estate 17.9%, Opportunistic Strategies 8.1%, Global Tactical Asset Allocation 4.8%, Private Equity 4.3% and cash 4.5%.

3. Quarterly Performance Report

Mr. Sichel presented the preliminary quarterly performance report for the period ended June 30, 2021. He noted the assets held by the investment managers on June 30, 2021 were as follows: Rothschild – Hardman Johnston Global Advisors held $17,837,185; Northern Trust held $22,352,387; Great Lakes Advisors held $17,028,227; Atlanta Capital held $19,697,347; Hardman Johnston International Equity held $7,709,490; Acadian held $7,195,314; JPMCB Global Allocation Fund held $8,343,945; C.S. McKee held $2,205,886; Penn Capital held $10,972,585; PRISA III held $29,123,264; Boyd Watterson $2,041,839; Corbin ERISA Opportunity Fund held $14,109,348; Hamilton Lane $7,458,696; and the cash account held $7,766,956. Mr. Sichel reviewed the summary of investment results for the period ended June 30, 2021 including trailing quarter, trailing year-to-date, and trailing one, three and five-year periods.

4. Corbin Capital Partners ("Corbin") – Ownership Change

Mr. Sichel said Corbin planned an ownership change that will result in a change in control event. He said Corbin sent a letter requesting the client's acknowledgement and consent to the ownership change. Mr. Sichel said IPS recommends clients consent to the ownership change, subject to Counsel's review. Ms. Cochran said that Fund Counsel reviewed the letter and found it to be acceptable for Trustee signature.

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

RESOLVED to approve IPS' recommendation to execute the letter and consent to the ownership change of Corbin.

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

IV. ACTUARY REPORT

Mr. Matt Deveney and Mr. Peter Hardcastle reviewed Cheiron's report titled MPRA Suspension and Special Financial Assistance.

Mr. Hardcastle said that the Trustees approved by interim action to give authority to Fund Counsel to withdraw the Fund's application to suspend benefits under the Multiemployer Pension Reform Action of 2014 ("MPRA"). He said the Fund appears to be eligible for Special Financial Assistance ("SFA") under the American Rescue Plan Act of 2021, which will likely keep the Fund solvent through 2051. Mr. Deveney reviewed baseline projections associated with the MPRA Suspension versus SFA. He also reviewed the requirements of how the assets of SFA are required to be applied by the Fund. Mr. Deveney said he expects the Fund to be eligible to apply for SFA in March 2023.

Ms. Cochran noted a letter was mailed to participants regarding the withdrawal of the Fund's benefit suspension application.

V. COUNSEL REPORT

A. Cybersecurity Policy

Mr. Kimble 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 Fund's 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. The report showed contribution income of $1,180,806, miscellaneous income of $520, interest and dividend income of $320,581, and withdrawal liability payments of $165,919, producing a total income of $1,667,826. Expenses included $5,255,635 of pension benefit expense and $506,071 of operating expense, producing a total expense of $5,761,706 for the quarter. This resulted in a net deficit of $4,093,880 for the quarter. Ms. Cochran noted that contributions were made on behalf of 293 active Plan participants and that there were no contribution delinquencies to report.

Ms. Cochran reviewed the pension applications requiring Trustee approval.

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

RESOLVED that the pension applications contained in the Administrative Manager's second quarter 2021 report are approved for payment as presented.

VII. INVOICES

Ms. Cochran presented a list of invoices dated September 1, 2021. She 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. Employer Contribution Rate Increase Letter

Ms. Cochran reported a contribution rate increase letter was mailed to Eight O'Clock Coffee for a rate change effective July 1, 2021.

B. 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 an increase in the annual premium of $13,469 due to the increase in the limit of liability which was recommended by Segal and Fund Counsel. 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 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 she has expressed, each year, the Trustees expectations to have the proposals well in advance of the expiration date.

C. Pension Statements

Ms. Cochran reported that Annual Pension Statements were mailed to participants on June 17, 2021.

IX. NEXT MEETING DATE AND LOCATION

After discussion, the Trustees selected December 17, 2021 as their next regular meeting date immediately following the companion Legal Fund meeting via teleconference.

X. ADJOURNMENT

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

Respectfully submitted,

Michael Bull
Secretary

WAREHOUSE EMPLOYEES UNION
LOCAL NO. 730
PENSION TRUST FUND

THIRD QUARTER 2021

ADMINISTRATIVE MANAGER'S REPORT

THIRD QUARTER 2021
CONTRIBUTIONS

EMPLOYER	RATE	HOURS	PARTICIPANTS	CONTRIBUTIONS
EIGHT O'CLOCK COFFEE	$ 4.65	28,748.50	53	$ 133,681
GIANT RECYCLING	$ 6.98	12,463.00	22	$ 86,992
GIANT WAREHOUSE	$ 7.59	124,979.26	205	$ 948,593
GIANT WAREHOUSE - VACATION RELIEF	$ 1.00	35,954.70		$ 35,955
UNION LOCAL 730	$ 7.59	1,416.00	3	$ 10,747
WASHINGTON FOOD	$ 3.64	1,555.00	3	$ 5,660
TOTAL		**205,116.46**	**286**	**$ 1,221,628**

THIRD QUARTER 2021
EXPENSES

BENEFIT EXPENSES

CATEGORY	AMOUNT	AVG. HOURLY COST	PERCENTAGE
PENSION BENEFITS	$ 5,276,497	$ 25.72	94.78%
SUB TOTAL	**$ 5,276,497**	**$ 25.72**	**94.78%**

OPERATING EXPENSES

CATEGORY	AMOUNT	AVG. HOURLY COST	PERCENTAGE
ACADIAN ASSET MNGMT FEE	$ 9,029	$ 0.04	0.16%
ACCURINT	$ 9	$ -	0.00%
ACTUARY	$ 34,896	$ 0.17	0.63%
ADMINISTRATION	$ 31,404	$ 0.15	0.56%
ATLANTA CAPITAL MNGMT FEE	$ 34,470	$ 0.17	0.62%
AUDITOR	$ 1,000	$ 0.01	0.02%
C.S. MCKEE MNGMT FEE	$ 1,400	$ 0.01	0.03%
CYBER LIABILITY INSURANCE	$ 43,381	$ 0.21	0.78%
HARDMAN JOHNSTON ASSET MNGMT FEE	$ 22,219	$ 0.11	0.40%
GREAT LAKES ADVISORS	$ 19,104	$ 0.09	0.34%
INVESTMENT PERF SERV	$ 25,000	$ 0.12	0.45%
JOHNSTON IE/MELLON MNGMT FEE[1]	$ 14,668	$ 0.07	0.26%
LEGAL	$ 31,682	$ 0.15	0.57%
MEETING	$ 350	$ -	0.01%
NORTHERN TRUST CO	$ 1,498	$ 0.01	0.03%
PENN CAPITAL MNGMT FEE[1]	$ 5,773	$ 0.03	0.10%
PNC INVESTMENT MNGMT FEE	$ 11,895	$ 0.06	0.21%
POSTAGE	$ 1,422	$ 0.01	0.03%
PRINTING	$ 1,247	$ 0.01	0.02%
SUB TOTAL	**$ 290,447**	**$ 1.42**	**5.22%**

TOTAL EXPENSES	**$ 5,566,944**	**$ 27.14**	**100.00%**

[1]Self-billed fees

AVG MTHLY RETIREES	1,081

AVG MONTHLY RETIREE BENEFIT AMOUNT	$ 1,627

2021
QUARTERLY RECAP

INCOME	**FIRST 2021**	**SECOND 2021**	**THIRD 2021**	**FOURTH 2021**	**TOTAL**
CONTRIBUTIONS	$ 1,176,281	$ 1,180,806	$ 1,221,628	$ -	$ 3,578,715
INTEREST & DIVIDENDS	$ 367,178	$ 320,581	$ 171,690	$ -	$ 859,449
WITHDRAWAL LIABILITY	$ 331,837	$ 165,919	$ 165,919	$ -	$ 663,675
MISCELLANEOUS INCOME[1]	$ 61,863	$ 520	$ 14,764	$ -	$ 77,147
TOTAL INCOME	**$ 1,937,159**	**$ 1,667,826**	**$ 1,574,001**	**$ -**	**$ 5,178,986**

BENEFIT EXPENSES					
PENSION BENEFITS	$ 5,173,660	$ 5,255,635	$ 5,276,497	$ -	$ 15,705,792
SUB TOTAL	$ 5,173,660	$ 5,255,635	$ 5,276,497	$ -	$ 15,705,792

OPERATING EXPENSES					
ADMINISTRATION	$ 31,282	$ 31,342	$ 31,404	$ -	$ 94,028
MISCELLANEOUS	$ 424,602	$ 474,729	$ 259,043	$ -	$ 1,158,374
SUB TOTAL	$ 455,884	$ 506,071	$ 290,447	$ -	$ 1,252,402
TOTAL EXPENSES	**$ 5,629,544**	**$ 5,761,706**	**$ 5,566,944**	**$ -**	**$ 16,958,194**

TOTAL INCOME	$ 1,937,159	$ 1,667,826	$ 1,574,001	$ -	$ 5,178,986
TOTAL EXPENSES	$ 5,629,544	$ 5,761,706	$ 5,566,944	$ -	$ 16,958,194
SURPLUS (DEFICIT)	**$ (3,692,385)**	**$ (4,093,880)**	**$ (3,992,943)**	**$ -**	**$ (11,779,208)**
AVERAGE HOURLY INCOME	$ 9.08	$ 8.03	$ 7.67	$ -	$ 8.26
AVERAGE HOURLY EXPENSE	$ 26.38	$ 27.73	$ 27.14	$ -	$ 27.08
SURPLUS (DEFICIT)	$ (17.30)	$ (19.70)	$ (19.47)	$ -	$ (18.82)
TOTAL PARTICIPANTS	**293**	**293**	**286**	**0**	**291**

[1]Commission recapture rebate - $367.02, Litigation settlements - $13,897.36, Withdrawal liability calculation fee - $500.00

2020
QUARTERLY RECAP

INCOME	**FIRST 2020**	**SECOND 2020**	**THIRD 2020**	**FOURTH 2020**	**TOTAL**
CONTRIBUTIONS	$ 1,084,196	$ 1,115,418	$ 1,135,663	$ 1,125,299	$ 4,460,576
INTEREST & DIVIDENDS	$ 402,872	$ 440,563	$ 323,336	$ 596,842	$ 1,763,613
WITHDRAWAL LIABILITY	$ 165,919	$ 165,919	$ 165,919	$ -	$ 497,757
MISCELLANEOUS INCOME[1]	$ 3,278	$ 64,407	$ 813	$ 1,070	$ 69,568
TOTAL INCOME	**$ 1,656,265**	**$ 1,786,307**	**$ 1,625,731**	**$ 1,723,211**	**$ 6,791,514**

BENEFIT EXPENSES					
PENSION BENEFITS	$ 5,182,728	$ 5,237,704	$ 5,428,427	$ 5,187,981	$ 21,036,840
SUB TOTAL	$ 5,182,728	$ 5,237,704	$ 5,428,427	$ 5,187,981	$ 21,036,840

OPERATING EXPENSES					
ADMINISTRATION	$ 30,383	$ 30,458	$ 30,579	$ 30,458	$ 121,878
MISCELLANEOUS	$ 308,320	$ 327,102	$ 531,530	$ 409,638	$ 1,576,590
SUB TOTAL	$ 338,703	$ 357,560	$ 562,109	$ 440,096	$ 1,698,468

TOTAL EXPENSES	**$ 5,521,431**	**$ 5,595,264**	**$ 5,990,536**	**$ 5,628,077**	**$ 22,735,308**

TOTAL INCOME	$ 1,656,265	$ 1,786,307	$ 1,625,731	$ 1,723,211	$ 6,791,514
TOTAL EXPENSES	$ 5,521,431	$ 5,595,264	$ 5,990,536	$ 5,628,077	$ 22,735,308
SURPLUS (DEFICIT)	**$ (3,865,166)**	**$ (3,808,957)**	**$ (4,364,805)**	**$ (3,904,866)**	**$ (15,943,794)**

AVERAGE HOURLY INCOME	$ 8.26	$ 8.47	$ 7.76	$ 8.21	$ 8.18
AVERAGE HOURLY EXPENSE	$ 27.55	$ 26.52	$ 28.58	$ 26.84	$ 27.37
SURPLUS (DEFICIT)	$ (19.29)	$ (18.05)	$ (20.82)	$ (18.63)	$ (19.19)

TOTAL PARTICIPANTS	**304**	**301**	**296**	**293**	**299**

[1]Commission recapture rebate - $549.44, Litigation settlement - $20.81, Withdrawal liability calculation fee - $500.00

THIRD QUARTER 2021
CONTRACT INFORMATION

COMPANY	CURRENT RATE		RATE EFF. DATE	NEXT RATE CHANGE DATE	CBA EXPIRATION
EIGHT O'CLOCK COFFEE	$	4.65	07-01-21	07-01-22	07-17-27
GIANT RECYCLING	$	6.98	01-01-21	01-01-22	06-20-26
GIANT WAREHOUSE	$	7.59	01-01-21	01-01-22	05-15-27
UNION LOCAL 730	$	7.59	01-01-21	01-01-22	FOLLOWS GIANT WAREHOUSE CBA
WASHINGTON FOOD	$	3.64	11-01-20	11-01-21	10-31-24

THIRD QUARTER 2021
RATE DIVERSIONS

COMPANY	BENEFIT	IMPROVEMENT DIVERSION	FUNDING DIVERSION	REHAB PLAN	TOTAL
EIGHT O'CLOCK COFFEE	$ 1.50	$ -	$ 1.00	$ 2.15	$ 4.65
GIANT RECYCLING	$ 2.82	$ 0.11	$ 1.00	$ 3.05	$ 6.98
GIANT WAREHOUSE	$ 3.17	$ 0.11	$ 1.00	$ 3.31	$ 7.59
UNION LOCAL 730	$ 3.17	$ 0.11	$ 1.00	$ 3.31	$ 7.59
WASHINGTON FOOD	$ 1.05	$ -	$ 1.00	$ 1.59	$ 3.64

PENSION
DELINQUENCY REPORT
As of September 30, 2021

NONE

WAREHOUSE EMPLOYEES UNION LOCAL NO. 730 PENSION TRUST FUND
THIRD QUARTER 2021

APPLICATIONS SUBMITTED FOR APPROVAL

RETIRE DATE	AWARD DATE	NAME	BIRTH DATE	AGE	SEX	SERVICE	EMPLOYER	TYPE/ OPTION	MONTHLY AMOUNT
9/1/2021	9/1/2021	BARNES,DERRICK	1/1/1968	53	M	33.467	GIANT FOOD WAREHOUSE	30 & OUT / 120 MONTH REDUCTION	$6,259.93
7/1/2021	9/1/2021	BARNES,VERLINE	9/25/1940	80	F	0.000	BENE OF EARL BARNES	BENEFICIARY / LIFE ANNUITY	$1,272.06
7/1/2021	7/1/2021	BAUTISTA,LEONILO	9/11/1959	61	M	29.557	GIANT FOOD WAREHOUSE	NORMAL / 50% JOINT & SURVIVOR	$2,526.07
7/1/2021	8/1/2021	BELL,ALICE	6/4/1961	60	F	12.940	EIGHT O'CLOCK COFFEE	DEFERRED VESTED / 84 MONTH REDUCTION	$1,277.07
11/1/2020	7/1/2021	BLUE-MILLER,LORETTA	10/28/1962	58	F	0.000	ALT PAYEE OF DANIEL BOYER	QDRO / 120 MONTH REDUCTION	$656.94
8/1/2018	8/1/2021	CEARFOSS,ROBERT	8/1/1958	60	M	12.540	GIANT FOOD WAREHOUSE	DEFERRED VESTED / 50% JOINT & SURVIVOR	$516.78
8/1/2021	8/1/2021	CHENAULT,ROSIER	3/15/1951	70	M	33.000	GIANT FOOD WAREHOUSE	NORMAL / 66 2/3% JOINT & SURVIVOR	$4,155.56
10/1/2018	7/1/2021	DRIFTMYER,JOHN	9/25/1958	60	M	13.000	GIANT FOOD WAREHOUSE	DEFERRED VESTED / 75% JOINT & SURVIVOR	$1,259.80
7/1/2021	7/1/2021	GREEN,CHARLES	6/11/1960	61	M	30.741	GIANT FOOD WAREHOUSE	30 & OUT / 120 MONTH REDUCTION	$4,735.31
7/1/2021	7/1/2021	HARTMAN,CHARLES	3/3/1966	55	M	30.000	GIANT FOOD WAREHOUSE	30 & OUT / 120 MONTH REDUCTION	$4,718.92
8/1/2018	9/1/2021	KIRBY,LORI	3/10/1960	58	F	0.000	ALT PAYEE OF ROBERT CEARFOSS	QDRO / 120 MONTH REDUCTION	$768.21
9/1/2021	9/1/2021	KORNEGAY,WORTHELL	1/10/1961	60	M	36.000	GIANT FOOD WAREHOUSE	30 & OUT / 120 MONTH REDUCTION	$7,702.75
7/1/2021	8/1/2021	MATTHEWS,RONALD	6/2/1961	60	M	28.727	ADAMS BURCH	DEFERRED VESTED / 84 MONTH REDUCTION	$753.49
8/1/2021	9/1/2021	MCGRAW,RHONDA,M	12/19/1964	56	F	0.000	PRE-RETIREMENT BENE OF JOHN MCGRAW	BENEFICIARY / LIFE ANNUITY	$515.33
7/1/2021	7/1/2021	MCKENNA,DANIEL	12/7/1954	66	M	45.965	EIGHT O'CLOCK COFFEE	NORMAL / 84 MONTH REDUCTION	$2,878.38
5/1/2021	7/1/2021	MILLNER,MARIE	5/31/1960	60	F	0.000	BENE OF KELVIN MILLNER	BENEFICIARY / LIFE ANNUITY	$285.81
9/1/2021	9/1/2021	ORTENZO,JOHN,W,JR	4/6/1969	52	M	32.435	GIANT FOOD WAREHOUSE	30 & OUT / 50% JOINT & SURVIVOR	$3,327.44
7/1/2021	9/1/2021	PARKER,CURTIS	9/23/1952	68	M	11.655	GIANT FOOD WAREHOUSE	DEFERRED VESTED / 5 YEAR CERTAIN	$2,811.90
7/1/2021	7/1/2021	PRICE,DONNA	8/21/1963	57	F	0.000	PRE-RETIREMENT BENE OF GEORGE PRICE	BENEFICIARY / LIFE ANNUITY	$1,136.36
5/1/2021	9/1/2021	RICHARDSON,ROBERT	4/18/1961	60	M	8.217	GIANT FOOD WAREHOUSE	DEFERRED VESTED / 50% JOINT & SURVIVOR	$822.95
6/1/2021	7/1/2021	RIDER,TERRY	5/16/1961	60	M	27.841	GIANT FOOD WAREHOUSE	NORMAL / 120 MONTH REDUCTION	$3,694.22
7/1/2021	7/1/2021	RIVERA,RENE	5/17/1961	60	M	30.000	GIANT FOOD WAREHOUSE	30 & OUT / 120 MONTH REDUCTION	$5,138.33
4/1/2021	7/1/2021	ROBINSON,ANNIE	12/3/1939	81	F	0.000	BENE OF ROBERT ROBINSON	BENEFICIARY / LIFE ANNUITY	$1,315.31
3/1/2021	9/1/2021	ROBINSON,BILLY,R,SR	2/27/1961	60	M	12.482	GIANT FOOD WAREHOUSE	DEFERRED VESTED / 120 MONTH REDUCTION	$2,192.08
9/1/2021	9/1/2021	SEMINARA,JOSEPH	8/31/1961	60	M	11.197	GIANT FOOD BAKERY	DEFERRED VESTED / 75% JOINT & SURVIVOR	$239.40
9/1/2021	9/1/2021	SLUDER,NANCY	5/6/1951	70	F	0.000	BENE OF CHARLES SLUDER	BENEFICIARY / LIFE ANNUITY	$495.40
9/1/2021	9/1/2021	SULLIVAN,JEFFREY	8/24/1961	60	M	10.000	EIGHT O'CLOCK COFFEE	DEFERRED VESTED / 84 MONTH REDUCTION	$736.33
5/1/2021	7/1/2021	VALANIDAS,PETER	1/11/1956	65	M	20.385	GIANT FOOD BAKERY	DEFERRED VESTED / 10 YEAR CERTAIN	$1,056.76
Total									**$63,248.89**

WAREHOUSE EMPLOYEES UNION LOCAL NO. 730 PENSION TRUST FUND
THIRD QUARTER 2021

CHANGES AND ADJUSTMENTS

NAME	COMMENT	FROM	TO
BRIGGS,KENNETH	120 MONTH REDUCTION	$5,658.55	$3,112.20
BRIGGS,MICHAEL,,SR	120 MONTH REDUCTION	$5,164.63	$2,840.55
BYRUM,DAVID	120 MONTH REDUCTION	$2,553.04	$1,404.17
CANADY,WELFORD	AGE 62 INCREASE	$1,067.37	$1,169.46
CLIFTON,EUGENE	120 MONTH REDUCTION	$4,803.71	$2,642.04
COSTLEY,TIMOTHY	AGE 62 INCREASE	$1,582.97	$1,643.77
CURTIS,ZESCO	ADDITIONAL CREDIT INCREASE	$6,231.06	$6,256.15
DAVIS,WILLIE	120 MONTH REDUCTION	$6,381.55	$3,509.85
DAYE,KELSON	ADDITIONAL CREDIT INCREASE	$5,844.50	$5,872.17
DEBRAH,GILBERT	AGE 62 INCREASE	$1,137.50	$1,154.88
DEHART,GERALD	ADDITIONAL CREDIT INCREASE	$3,051.06	$3,054.21
DEPALMA,RONALD	120 MONTH REDUCTION	$4,429.27	$2,436.10
DUCKETT,WESLEY	120 MONTH REDUCTION	$6,545.96	$3,600.28
ESTEP,WILLIAM	ADDITIONAL CREDIT INCREASE	$5,112.22	$5,144.12
FIELDS,JAMES	120 MONTH REDUCTION	$3,857.96	$2,121.88
GILDERSLEEVE,STEVEN	120 MONTH REDUCTION	$5,186.59	$2,852.63
GREEN,CHARLES	ADDITIONAL CREDIT INCREASE	$4,735.31	$4,755.79
GUYTON,CHERYL	120 MONTH REDUCTION	$1,244.90	$684.70
GUYTON,WILLIAM	120 MONTH REDUCTION	$2,792.66	$1,535.96
HALL,SYLVIA	OVERPAYMENT SATISFIED	$302.58	$421.03
HARPER,LOUIS	120 MONTH REDUCTION	$4,733.58	$2,603.47
HARTMAN,CHARLES	ADDITIONAL CREDIT INCREASE	$4,718.92	$4,748.37
HINES,THEODORE	120 MONTH REDUCTION	$3,817.40	$2,099.57
ISAAC,DONALD	ADDITIONAL CREDIT INCREASE	$3,665.64	$3,703.61
JOLLIFFE,ROBERT	120 MONTH REDUCTION	$3,240.64	$1,782.35
LATSON,MILFORD	120 MONTH REDUCTION	$5,377.46	$2,957.61
MASON,LEON	ADDITIONAL CREDIT INCREASE	$3,114.72	$3,143.83
MCCALLISTER,RONALD	120 MONTH REDUCTION	$3,197.88	$1,758.83
MCGUIGAN,GARY	120 MONTH REDUCTION	$4,708.13	$2,589.47
MCKENNA,DANIEL	ADDITIONAL CREDIT INCREASE	$2,878.38	$2,886.53
MCWILLIAMS,JOHN	120 MONTH REDUCTION	$4,136.17	$2,274.89
MILLER,ALAN	120 MONTH REDUCTION	$2,516.21	$1,383.92
MORALES,MARIO	AGE 62 INCREASE	$1,836.71	$2,245.70
NEWMAN,DAVID	120 MONTH REDUCTION	$4,014.61	$2,207.62
PIERCE,ZACHARY	120 MONTH REDUCTION	$4,125.88	$2,270.51
REDISH,TERRY	AGE 62 INCREASE	$1,539.94	$1,612.48
RIVERA,RENE	ADDITIONAL CREDIT INCREASE	$5,138.33	$5,165.00
ROYSTER,GLORIA	ADDITIONAL CREDIT INCREASE	$1,669.85	$1,693.80
RUSSUM,DAVID	ADDITIONAL CREDIT INCREASE	$3,257.14	$3,269.83
RUYTER,HARRY	120 MONTH REDUCTION	$4,825.33	$2,653.93
SAVOY,JAMES	ADDITIONAL CREDIT INCREASE	$1,050.14	$1,054.64
SHAW,DELMIS	ADDITIONAL CREDIT INCREASE	$1,414.30	$1,416.58
SMITH,CHRIS	AGE 62 INCREASE	$3,400.69	$3,472.15
SMITH,STEVEN	ADDITIONAL CREDIT INCREASE	$5,960.41	$5,982.86
SOMOSKY,VINCENT	ADDITIONAL CREDIT INCREASE	$4,759.57	$4,772.74
TILLERY,EDWARD	96 MONTH REDUCTION	$2,057.97	$1,131.88
WERTZ,JEFFERY	120 MONTH REDUCTION	$4,289.15	$2,359.03
WHITE,DEBRA	ADDITIONAL CREDIT INCREASE	$2,017.44	$2,030.80
WILLIAMS,DWAYNE,,SR	AGE 62 INCREASE	$2,672.48	$2,775.93
TOTAL		$177,818.46	$134,259.87
DIFFERENCE			**-$43,558.59**

WAREHOUSE EMPLOYEES LOCAL NO. 730 PENSION TRUST FUND
THIRD QUARTER 2021

DECEASED

PENSIONER	DATE	AMOUNT
ALLEN,FRANCIS	3/31/2021	-$126.01
BAILEY,JENNETH	6/4/2021	-$1,278.56
BARNES,EARL	6/11/2021	-$2,544.11
BOSCO,PATRICK	7/10/2021	-$393.67
BROWN,JOE	8/8/2021	-$464.55
BURTON,FLOYD	5/20/2021	-$414.05
CHAPMAN,PETER	5/11/2021	-$1,891.78
CRANDALL,LARRY	7/11/2021	-$1,738.57
CROWNER,STANLEY	6/2/2021	-$52.89
LOVE,ERIC	5/27/2021	-$2,241.80
RICHARDSON,VERNESSA**	8/8/2021	-$284.78
ROCKINGHAM,ROGER	6/22/2021	-$557.41
SATTERWHITE,SYLVESTER	6/19/2021	-$503.58
SLUDER,CHARLES	2/25/2020	-$990.30
WATERS,STUART	5/20/2021	-$4,011.54
TOTAL		**-$17,493.60**

**QDRO DROP DUE TO MEMBERS DEATH

WAREHOUSE EMPLOYEES LOCAL NO. 730 PENSION TRUST FUND
THIRD QUARTER 2021

NEW ADMINISTRATIVE HOLD

			MONTHLY	TOTAL AMOUNT
PENSIONER	REASON	SUSPEND DATE	AMOUNT	TO DATE
NONE				
TOTAL			$0.00	$0.00

REINSTATEMENTS

PENSIONER	REASON	REINSTATE DATE	AMOUNT	RETROACTIVE AMOUNT
NONE				
TOTAL			$0.00	$0.00

STILL PENDING ADMINISTRATIVE HOLDS

				TOTAL AMOUNT
PENSIONER	REASON	SUSPEND DATE	AMOUNT	TO DATE
NONE				
TOTAL			$0.00	$0.00

WAREHOUSE EMPLOYEES UNION LOCAL NO. 730 PENSION TRUST FUND
THIRD QUARTER 2021

PENSION ROLL

		PENSIONERS	MONTHLY PAYOUT
PENSION ROLL AS OF:	6/30/2021	1064	$1,719,983.98
DEATHS REPORTED IN THE:	3RD QUARTER	-15	-$17,493.60
DELETES IN THE:	3RD QUARTER		$0.00
PENSION CHANGES IN THE:	3RD QUARTER		-$43,558.59
PENSIONS TO BE APPROVED:	3RD QUARTER	28	$63,248.89
REINSTATEMENTS:	3RD QUARTER		$0.00
PENSION ROLL AS OF:	9/30/2021	1077	**$1,722,180.68**

TOTAL PENSIONERS
AS OF SEPTEMBER 30, 2021

LIFE ONLY	240	$201,787.87
60R	115	$38,472.90
84R	93	$85,951.10
96R	8	$10,320.23
120R	383	$1,010,109.59
5 YEAR CERTAIN	5	$10,156.53
10 YEAR CERTAIN	34	$55,662.75
LIFE & 50% SURVIVOR	96	$157,601.70
LIFE & 66 2/3% SURVIVOR	50	$89,628.70
LIFE & 75% SURVIVOR	37	$50,318.10
BENEFICIARY TEMPORARY ANNUITY	2	$952.47
J&S TERMINATED/SPOUSE DECEASED	14	$11,218.74
TOTAL	**1077**	**$1,722,180.68**

Warehouse Employees Union Local No. 730 Pension Trust Fund

INVOICES

December 17, 2021

Acadian Asset Management, LLC

10/27/2021	Fee for investment services for the Quarter ending September 30, 2021	$	8,914.00

Associated Administrators, LLC

10/27/2021	Retiree RIF Postage- Second Mailing	$	99.11

Atlanta Capital

10/29/2021	Fee for investment services for the Quarter ending September 30, 2021	$	32,158.00

Blank Rome LLP

11/5/2021	Fee for professional services rendered through October 31, 2021	$	1,122.00
10/5/2021	Fee for professional services rendered through September 30, 2021	$	2,376.00
9/3/2021	Fee for professional services rendered through August 31, 2021	$	4,336.20

Cheiron

10/22/2021	Actuarial services through September 30, 2021- 3rd Quarter retainer and non retainer fees	$	30,843.80

C.S. McKee L. P.

10/21/2021	Fee for investment services for the Quarter ending September 30, 2021	$	1,348.65

Doyle Printing & Offset Co.

9/30/2021	Retiree RIF Mailing	$	1,809.20
9/14/2021	Mailing ARPA Withdrawal Notice	$	1,541.09

Great Lakes Advisors

11/2/2021	Fee for investment services for the Quarter ending September 30, 2021	$	19,087.13

Hardman Johnston Global Advisors

10/15/2021	Fee for investment services for the Quarter ending September 30, 2021	$ 22,235.76

Investment Performance Services, LLC

9/8/2021	Fee for professional services for the Quarter ending September 30, 2021	$ 25,000.00

Loomis Sayles

10/12/2021	Fee for investment services for the Quarter ending September 2021	$ 8,765.92

Morgan, Lewis & Bockius, LLP

11/15/2021	Fee for professional services rendered through October 31, 2021	$ 327.50
10/13/2021	Fee for professional services rendered through September 30, 2021	$ 3,664.50
9/14/2021	Fee for professional services rendered through August 31, 2021	$ 6,199.50
9/8/2021	Fee for professional services, July QDRO's	$ 82.50

NFP (The Meltzer Group)

8/18/2021	Fee for Fiduciary Liability Insurance Policy July 26, 2021 through July 26, 2022	$ 43,381.00

Northern Trust Company

10/1/2021	Fee for investment services for the Quarter ending September 30, 2021	$ 1,676.42

Novak Francella, LLC

10/27/2021	Fee for Annual 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. **<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. **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		

November 1, 2021

Signing Bonus Week of [redacted] e $300.00

Article 23, Health and Welfare:

11/1/2021	1~~0~~/01/2021	$6.00	Per hour
11/1/2022	1~~0~~/01/2022	$6.00	Per hour
11/1/2023	1~~0~~/01/2023	$6.00	Per hour
[redacted] e			

Article 25, Pension:

11/1/2021	1~~0~~/01/2021	$3.82	Per hour
11/1/2022	1~~0~~/01/2022	$4.00	Per hour
11/1/2023	1~~0~~/01/2023	$4.23	Per hour
[redacted] e			

Teamsters Local #730

Ritchie Brooks: ______________________ Date: 10 12-2021

Washington Food Supply

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

Sandy

Warehouse Employees Union Local No. 730 Pension Trust Fund
Report of Summary Plan Information
2020 Plan Year

As you may know, the Trustees of the Warehouse Employees Union Local No. 730 Pension Trust Fund (the "Plan"), Employer Identification Number 52-6124754, Plan No. 001, are required to file a report annually with the Department of Labor known as the "Form 5500". The Form 5500 contains information about the Plan's financial health as well as demographic information about Plan participants and contributing employers. The Trustees filed this report on October 5, 2020, and are required under federal law to provide you with a summary of certain information provided in that report.

This summary report is required under Section 104(d) of the Employee Retirement Income Security Act of 1974 (ERISA), as amended by the Pension Protection Act of 2006 (PPA), and must be provided to each employee organization and all employers who have an obligation to contribute to the Plan.

Except as otherwise specified, all information in this Report pertains to the 2020 Plan Year.

1. **Contributions and Schedule of Benefits Information.**

   Contribution Schedules

   Participating employers in the Plan contribute on behalf of covered employees on a fixed dollar per hour basis which ranged from $3.47 per hour worked to $6.90 per hour worked at 1/1/2020 and from $3.64 to $6.90 at 12/31/2020.

   Benefit Formulas

   Participants receive a monthly life annuity equal to 4.17% of all contributions required to be made on their behalf for the first 84 months of retirement, reducing to 55% of the original amount after 84 months. For employers who elected to make a supplemental contribution, the monthly life annuity above reduces to 55% of the original amount after 120 months instead of 84.

   For service under a contract after the adoption of the preferred schedule under the Rehabilitation Plan, participants receive a monthly life annuity equal to 2% of all contributions required to be made on their behalf at the contribution rate in effect at the adoption of the of the preferred schedule for the first 84 months of retirement, reducing to 50% of the original amount after 84 months. For employers who elected to make a supplemental contribution, the monthly life annuity reduces to 50% of the original amount after 120 months instead of 84. All contracts negotiated through the end of 2020 adopted the preferred schedule.

2. Number of Contributing Employers.

A total of four employers were obligated to contribute to the Plan for the plan year.

3. Employers Contributing More than 5%.

During the plan year, the employers listed below contributed more than 5% of the total contributions to the Plan:

- Giant of Maryland, LLC
- Eight O'Clock Coffee

4. Participants for Whom No Contributions Were Made.

The chart below sets out, for the 2020, 2019, and 2018 plan years, the number of participants with respect to whom no employer contributions were made by an employer as the participant's employer:

	2020 Plan Year	2019 Plan Year	2018 Plan Year
Participants	0	0	0

5. Plan Funding Status

The Plan was in critical and declining status during the plan year.

The Trustees adopted a Rehabilitation Plan which contains schedules of benefit reductions and contribution increases which are designed to improve the plan's funding status. However, the Trustees determined that, based on reasonable actuarial assumptions and upon exhaustion of all reasonable measures, the Fund cannot be reasonably expected to emerge from critical status by the end of the Rehabilitation Period. Pursuant to ERISA Section 305(e)(3)(A)(ii), the Rehabilitation Plan enables the Fund to emerge from critical status at a time later than the end of the Rehabilitation Period or to forestall possible insolvency (as defined by ERISA Section 4245).

You may obtain a copy of the Rehabilitation Plan and actuarial and financial data that demonstrate any action taken by the Plan toward fiscal improvement by submitting a written request to:

Warehouse Employees Union Local No. 730 Pension Trust Fund
911 Ridgebrook Rd.
Sparks, MD 21152

6. Number of Employers That Withdrew in Preceding Plan Year.

During the 2019 plan year, no employers withdrew from the Plan.

7. Transaction Information.

The Plan did not merge with another plan and did not receive a transfer of the assets and liabilities of any other plan during the plan year.

8. Amortization Extension or Shortfall Funding Method Information.

The Plan did not apply for nor did it receive an amortization extension under ERISA §304(d) and Internal Revenue Code §431(d) for the plan year.

The Plan did not use the shortfall funding method (as described in ERISA §305) for the plan year.

YOUR RIGHTS TO ADDITIONAL INFORMATION

You have the right to receive a copy of the Plan's Form 5500 filed with the Department of Labor, summary plan description, and any summaries of material modifications of to the Plan, on written request. However:

1. You are not entitled to receive more than one copy of any of these reports during any 12-month period; and
2. the Plan Administrator may make a reasonable charge to cover copying, mailing and other costs of furnishing the information requested.

Please provide any written requests to the office of the Warehouse Employees Union Local No. 730 Pension Trust Fund at:

911 Ridgebrook Rd.
Sparks, MD 21152

Additionally, if you have any questions regarding the information contained in this notice, please contact the Fund Office at 410-683-7763.

October 2021

Warehouse Employees Union Local No. 730
Pension Trust 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

December 2, 2021

Rashmi Zia
Ahold USA/ Giant Recycling
1149 Harrisburg Pike
Carlisle, PA 17013

Re: **Warehouse Employees Union Local No. 730 Pension Fund**
Contribution Rate Increase Effective January 1, 2022

Dear Ms. Zia:

In accordance with the Memorandum of Agreement (MOA) between Giant of Landover, Recycling and Teamsters Warehouse Employees Union Local No. 730 of Washington, D.C., this is official notification of the need to change contribution rates.

<u>Effective January 1, 2022, the new Warehouse Employees Union Local No. 730 Pension Trust Fund contribution rate will be $7.32 per hour.</u>

Sincerely,

AHCochran

Alicia Cochran
Account Executive
Associated Administrators

cc: Chairman/Secretary
I. Brover
M. DeLancey, Esq.
J. DiBattista
M. Goble
J. Kimble, Esq.
N. Triest
Y. Vinarev
J. Waldron
R. Williams

Warehouse Employees Union Local No. 730
Pension Trust Fund

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December 2, 2021

Rashmi Zia
Ahold USA/ Giant Warehouse
1149 Harrisburg Pike
Carlisle, PA 17013

Re: **Warehouse Employees Union Local No. 730 Pension Fund**
Contribution Rate Increase Effective January 1, 2022

Dear Ms. Zia:

In accordance with the Memorandum of Agreement (MOA) between Giant of Landover, Warehouse and Teamsters Warehouse Employees Union Local No. 730 of Washington, D.C., this is official notification of the need to change contribution rates.

Effective January 1, 2022, the new Warehouse Employees Union Local No. 730 Pension Trust Fund contribution rate will be $7.96 per hour.

Sincerely,

AHCochran

Alicia Cochran
Account Executive
Associated Administrators

cc: Chairman/Secretary
I. Brover
M. DeLancey, Esq.
J. DiBattista
M. Goble
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Telephone: (800) 730-2241
www.associated-admin.com

December 2, 2021

Ritchie Brooks, President
Warehouse Employees Union Local No. 730
2001 Rhode Island Avenue, NE
Washington, DC 20018

Re: **Warehouse Employees Union Local No. 730 Pension Fund**
Contribution Rate Increase Effective January 1, 2022

Dear Mr. Brooks:

In accordance with the Local 730 contribution policy of paying the same hourly contribution rate for Pension Fund coverage as Giant Warehouse of Landover, this is official notification of the need to change the contribution rate.

Effective January 1, 2022, the new Warehouse Employees Union Local No. 730 Pension Trust Fund contribution rate will be $7.96 per hour.

Sincerely,
AHCochran
Alicia Cochran
Account Executive
Associated Administrators

cc: Chairman/Secretary
I. Brover
M. DeLancey, Esq.
J. DiBattista
M. Goble
J. Kimble, Esq.
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