AMENDMENT TO AGREEMENT MADE BY AND BETWEEN GIANT FOOD, LLC AND BCTGM LOCAL UNION NO. 68 (JANUARY 26, 2020 THROUGH JANUARY 27, 2024) (Bake-Off Baker/Bake-Off Assistant)

The parties hereby amend the Agreement made by and between Giant Food, LLC and BCTGM Local Union No. 68 (January 26, 2020 through January 27, 2024) (Bake-Off Baker Bake-Off Assistant) ("Agreement").

WHEREAS, Article XII WELFARE, Section A Health & Welfare Fund, Paragraph 1 of the Agreement provides for employer monthly contribution rates to the Bakers FELRA Health and Welfare Fund ("Bakers Fund") to be at the FELRA Health & Welfare Fund ("FELRA Fund") rates then in effect;

WHEREAS, over time, the benefit plans offered by the Bakers Fund and the FELRA Fund have changed such that they are no longer easily aligned;

WHEREAS, the experience in terms of benefit payments and plan operating expenses of the two Funds also has changed over time and are no longer comparable;

WHEREAS, the Trustees of the Bakers Fund have notified the parties that the Fund's financial reserves have been reduced to 1.1 months of benefits and operating expense; and

WHEREAS, the Trustees of the Bakers Fund have also notified the parties that they have conditionally agreed to certain benefit reductions, including but not limited to increasing the co-insurance level in the Funds Plan 1 from 100% coverage to an 80% 20% arrangement, drug formulary changes, and a mandatory mail-order drug program, resulting in cost reductions to the benefit costs and operating expenses of the Fund.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. To modify Article XII WELFARE, Section A Health & Welfare Fund, Paragraph 1 of the Agreement to provide that "The Employer agrees to make monthly contributions to the Bakers Union & FELRA Health and Welfare Fund ("Health Fund") for each employee eligible for benefits and working in job classifications covered by the collective bargaining agreement, at the rate agreed to by the parties, which rate shall be updated annually, effective January 1 of each year. The parties agree to consider information received from the Health Fund administrator concerning the Health Fund's financial experience when updating the contribution rate."

2. The foregoing modification is contingent on the Fund's Trustees implementing certain benefit reductions, including but not limited to increasing the co-insurance level in the Funds Plan 1 from 100% coverage to an 80% 20% arrangement, drug formulary changes, and a mandatory mail-order drug program, resulting in cost reductions to the benefit costs and operating expenses of the Fund on or before July 1, 2021.

3. Nothing herein changes the agreed upon employer contribution rates set forth in the Agreement nor mandates automatic contribution rate changes in the future based upon the Fund's actual experience; any contribution rate changes shall be based upon the parties' negotiations.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

FOR THE EMPLOYER	FOR THE UNION
	3-31-21
Michael Goble	Gary Oskoian
Director of Labor Relations	Business Manager

AMENDMENT TO AGREEMENT MADE BY AND BETWEEN GIANT FOOD, LLC AND BCTGM LOCAL UNION NO. 68 (JANUARY 26, 2020 THROUGH JANUARY 27, 2024) (Journeyman Baker)

The parties hereby amend the Agreement made by and between Giant Food, LLC and BCTGM Local Union No. 68 (January 26, 2020 through January 27, 2024) (Journeyman Baker) ("Agreement").

WHEREAS, Article XIII WELFARE, Section A Health & Welfare Fund, Paragraph 1 of the Agreement provides for employer monthly contribution rates to the Bakers/FELRA Health and Welfare Fund ("Bakers Fund") to be at the FELRA Health & Welfare Fund ("FELRA Fund") rates then in effect;

WHEREAS, over time, the benefit plans offered by the Bakers Fund and the FELRA Fund have changed such that they are no longer easily aligned;

WHEREAS, the experience in terms of benefit payments and plan operating expenses of the two Funds also has changed over time and are no longer comparable;

WHEREAS, the Trustees of the Bakers Fund have notified the parties that the Fund's financial reserves have been reduced to 1.1 months of benefits and operating expense; and

WHEREAS, the Trustees of the Bakers Fund have also notified the parties that they have conditionally agreed to certain benefit reductions, including but not limited to increasing the co-insurance level in the Funds Plan 1 from 100% coverage to an 80%/20% arrangement, drug formulary changes, and a mandatory mail-order drug program, resulting in cost reductions to the benefit costs and operating expenses of the Fund.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. To modify Article XIII WELFARE, Section A Health & Welfare Fund, Paragraph 1 of the Agreement to provide that "The Employer agrees to make monthly contributions to the Bakers Union & FELRA Health and Welfare Fund ("Health Fund") for each employee eligible for benefits and working in job classifications covered by the collective bargaining agreement, at the rate agreed to by the parties, which rate shall be updated annually, effective January 1 of each year. The parties agree to consider information received from the Health Fund administrator concerning the Health Fund's financial experience when updating the contribution rate."

2. The foregoing modification is contingent on the Fund's Trustees implementing certain benefit reductions, including but not limited to increasing the co-insurance level in the Funds Plan 1 from 100% coverage to an 80%/20% arrangement, drug formulary changes, and a mandatory mail-order drug program, resulting in cost reductions to the benefit costs and operating expenses of the Fund on or before July 1, 2021.

3. Nothing herein changes the agreed upon employer contribution rates set forth in the Agreement nor mandates automatic contribution rate changes in the future based upon the Fund's actual experience; any contribution rate changes shall be based upon the parties' negotiations.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

FOR THE EMPLOYER

Michael Goble
Director of Labor Relations

FOR THE UNION

3·31·21

Gary Oskoian
Business Manager