AMENDMENT TO AGREEMENT MADE BY AND BETWEEN GIANT FOOD, LLC BAKERY PLANT OPERATION AND BCTGM LOCAL UNION NO. 118 (JOURNEYMAN BAKER) (JANUARY 29, 2017 THROUGH FEBRUARY 1, 2020) AS EXTENDED BY THE APRIL 22, 2020 MEMORANDUM OF AGREEMENT (JANUARY 26, 2020 THROUGH JANUARY 27, 2024)

The parties hereby amend the Agreement made by and between Giant Food, LLC Bakery Plant Operation and BCTGM Local Union No. 118 (Journeyman Baker) (January 29, 2017 through February 1, 2020) ("Agreement") which was extended by the February 20, 2020 Memorandum of Agreement (February 1, 2020 through February 4, 2024) ("MOA").

WHEREAS, Article XV – HEALTH BENEFITS FUND, Section A Health & Welfare Fund, Paragraph 1 of the Agreement and Paragraph 7 of the MOA provide 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 XV – HEALTH BENEFITS FUND, Section A Health & Welfare Fund, Paragraph 1 of the Agreement and Paragraph 7 of the MOA 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 UNION

Name:
Date: 4/5/21

LOCAL UNION
No.118
WASHINGTON,
DC

FOR GIANT

Name:
Date: 4/5/21

AMENDMENT TO LABOR AGREEMENT MADE BY AND BETWEEN GIANT FOOD, LLC IN-STORE BAKERY OPERATION AND BCTGM LOCAL UNION NO. 118 (BAKE-OFF BAKER/BAKE-OFF ASSISTANT) (JANUARY 29, 2017 THROUGH JANUARY 25, 2020) AS EXTENDED BY THE FEBRUARY 20, 2020 MEMORANDUM OF AGREEMENT (FEBRUARY 2, 2020 THROUGH FEBRUARY 4, 2024)

The parties hereby amend the Agreement made by and between Giant Food, LLC In-Store Bakery Operation and BCTGM Local Union No. 118 (Bake-Off Baker/Bake-Off Assistant) (January 29, 2017 through February 1, 2020) ("Agreement") which was extended by the February 20, 2020 Memorandum of Agreement (February 1, 2020 through February 4, 2024) ("MOA").

WHEREAS, Article XVI – HEALTH BENEFITS FUND, Section A Health & Welfare Fund, Paragraph 1 of the Agreement and Paragraph 7 of the MOA provide 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 XVI – HEALTH BENEFITS FUND, Section A Health & Welfare Fund, Paragraph 1 of the Agreement and Paragraph 7 of the MOA 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 UNION

Name:
Date: 4/5/21

LOCAL UNION
No.118
WASHINGTON,
DC

FOR GIANT

Name:
Date: 4/5/21