MEMORANDUM OF AGREEMENT

WAREHOUSE EMPLOYEES UNION LOCAL NO. 730-4 and GIANT OF MARYLAND LLC

This Memoranda of Agreement (MOA) is entered into between Giant of Maryland (Employer) and Warehouse Employees Local No. 730-4 (Union) collectively the parties.

This MOA sets forth the agreement of the parties for their new collective bargaining agreements for the period of June 24, 2018 through and including midnight June 25, 2022. Except as expressly modified herein, this MOA incorporates by reference the respective provisions of the expiring 2015-2018 collective bargaining agreement.

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Any Union proposal not identified or addressed herein is deemed withdrawn. Any Employer proposal not identified or addressed herein is deemed withdrawn.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 April 12, 2018:

For the Union:

For the Company:

Billye J Pounds

Bruce

1. **TERM OF AGREEMENT:** Four (4) year term. June 24, 2018 through June 25, 2022

2. **WAGES:**

FT Regular (Top Scale):	$.40 per hour effective June 24, 2018
FT Regular (Top Scale):	$1,200 lump sum effective June 23, 2019
FT Regular (Top Scale):	$.45 per hour effective June 21, 2020
FT Regular (Top Scale):	$1,300 lump sum effective June 20, 2021

LUMP SUM RATIFICATION BONUS PAYMENT:
Effective as soon as practicable following the date of ratification of this agreement, 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: $800 (subject to applicable withholdings)

3. **HEALTH AND WELFARE, ARTICLE 29:**
   a) Effective July 1, 2018 the employer agrees to increase current contributions by five percent (5%). The employer will contribute seven dollars and twenty-two cents ($7.22) per hour for each said hour a regular employee actual works.
   b) Effective July 1, 2019 the employer agrees to increase current contributions by five percent (5%). The employer will contribute seven dollars and fifty-eight cents ($7.58) per hour for each said hour a regular employee actual works.
   c) Effective July 1, 2020 the employer agrees to increase current contributions by ten percent (10%). The employer will contribute eight dollars and thirty-four cents ($8.34) per hour for each said hour a regular employee actual works.
   d) Effective July 1, 2021 the employer agrees to increase current contributions by ten percent (10%). The employer will contribute nine dollars and seventeen cents ($9.17) per hour for each said hour a regular employee actual works.

4. **PENSION, ARTICLE 21:**
   a) The employer agrees to increase funding by adopting the Fund's preferred Rehabilitation Plan (4.9% contribution increases annually) on behalf of each regular employee covered by this agreement, for each hour which said regular employee actually works. This commitment of 4.9% annual pension contribution increases is limited to the period of the new collective bargaining agreement (June 24, 2018 through and including midnight June 25, 2022).
   b) Consistent with the Rehabilitation Plan adopted by Trustees of Local 730-4 the Company hereby agrees to pay a 4.9% increase over the existing pension plan contribution requirement of six dollars and four cents ($6.04) per hour as follows
      i. Effective January 1, 2019 the employer shall pay an additional thirty-one cents ($.31) per hour and the contribution rate shall be six dollars and thirty-four cents ($6.34) per hour.
      ii. Effective January 1, 2020 the employer shall pay an additional thirty-one cents ($.31) per hour and the contribution rate shall be six dollars and sixty-five cents ($6.65) per hour.
      iii. Effective January 1, 2021 the employer shall pay an additional thirty-three cents ($.33) per hour and the contribution rate shall be six dollars and ninety-eight cents ($6.98)

per hour.

iv. Effective January 1, 2022 the employer shall pay an additional thirty-four cents ($.34) per hour and the contribution rate shall be seven dollars and thirty-two cents ($7.32)

5. **WORK WEEK. ARTICLE 6:**
   a) The employer agrees to address the privacy and training concerns regarding electronic paystubs. If the concerns are still an issue after sixty (60) days then the Company agrees to allow Local 730-4 employees to opt in to receive paper paystubs.

6. **OVERTIME and HOLIDAY WORK. ARTICLE 7:**
   a) Modify language in article 7.4 to reflect the following;
   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
   b) The employer agrees to limit unplanned overtime for among those present to 4hours. Any overtime hours beyond 4 hours will be offered by seniority.

7. **MANAGEMENT RIGHTS. ARTICLE 8:**
   a) The employer will provide 60 days advance notice before implementing engineered labor standards and the union will respond within 30 days of the request. The Employer shall bargain over the issues relating to said standards and should the parties be unable to reach an agreement over the reasonableness of the elements of said standards, the dispute shall be subject to the grievance and arbitration procedures outlined in the collective bargaining agreement.
   b) The employer agrees to build and implement a Pay for Performance Plan and Incentive Plan.
   c) The employer agrees to revitalize the safety program.

8. **HOLIDAYS. ARTICLE 10:**
   a) Both parties reached agreement on how the holiday observance for shifts that overlap the actual designated holiday. Both parties agreed to observe the holiday on the eve of each said holiday.
   b) If a holiday falls on a regular employee's assigned day off they will be paid holiday not worked (HNW) pay for that day at a straight time rate and they will not be granted an additional day off.

9. **SENIORITY. ARTICLE 15:**
   a) Employer agrees to modify article 15.5 to read as follows; Seniority shall be broken by: Absence because of illness in excess of two (2) years and Absence because of compensable disability in excess of three (3) years.

10. **SICK LEAVE. ARTICLE 18:**

a) 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.

11. **FUNERAL LEAVE. ARTICLE 24:**

a) The employer agrees to add brother-in-law and sister-in-law to article 24.1

12. **REST PERIOD. ARTICLE 28.1:**

a) Modify language to reflect the following; The employer agrees to grant one (1) fifteen (15) minute rest period approximately in the middle of each four (4) hour shift. It is understood and agreed that all rest periods are to be with pay.

b) All Local 730-4 employees will adopt Local 730-1 current practice as it pertains to lunch breaks.

13. **SIDE LETTERS:**

a) There is no separation of work between Local 922 and Local730-4 Recycling associates. Both groups have responsibility for all non-supervisory duties within and surrounding the facility.

b) The employer agrees to promote two (2) Vacation Relief employees to full-time regular positions upon the ratification of this agreement. Both newly promoted Vacation Relief will receive the agreed upon ratification bonus.