

THIS DOCUMENT REPRESENTS THE COMPANY'S FINAL AND COMPLETE OFFER

October 30, 2023 rev.

Discussions between UFCW Local 400 and Giant Stores have recently concluded. This analysis was printed and assembled as accurately as possible for your review prior to casting your vote. It is as complete as we could make it. Kindly forgive any omissions or typing errors.

All current articles, paragraphs and side letters that do not appear as changed in this proposal remain as they are in the current agreement. We have only addressed areas of change in this document. For stylistic reasons, or clarity, the language as approved may be altered slightly in its final form. **This offer is a complete package. It must be accepted or rejected in its entirety.**

**PROPOSED CHANGES IN THE
AGREEMENT BETWEEN
UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 400
AND
GIANT STORES**

1. ARTICLE 6 – HOURS AND OVERTIME Modify the language in Sect. 6.22 as follows:

6.22 Eligible part-time employees shall be scheduled a minimum of sixteen (16) hours work per week, provided that they are available to work said hours on a regular and continuing basis. The sixteen (16) hour minimum does not apply to probationary employees, students, part-time employees holding another job, courtesy clerks, or employees not available.

Any part-time employee hired before October 30, 2016 who desires to work twenty (20) hours per week or more shall be scheduled for a minimum of twenty (20) hours per week (excluding Sundays), provided they request the additional hours and have reasonable availability.

2. ARTICLE 9 – NIGHT CREW EMPLOYEES Modify the language in Sections 9.4 and 9.6 as follows:

9.4 Each employee working on the night shift will receive an additional ~~one dollar (\$1.00)~~ **one dollar and twenty-five cents (\$1.25)** per hour, which shall be over and above the regular rate of pay for the same or similar day job.

9.6 The employee in charge of the Night Crew will receive in addition to his night premium, an additional premium of ~~forty dollars (\$40.00)~~ **fifty dollars (\$50.00)** per week. A Night Captain in charge of a store which is open for business on a twenty-four (24) hour basis shall receive an additional ten dollars (\$10.00) per week night premium (in addition to the ~~forty dollars (\$40.00)~~ **fifty dollars (\$50.00)** per week Night Captain premium).

3. ARTICLE 11 – VACATION Modify the language in Sect. 11.1 as follows:

11.1 Full time employees with one (1) or more years of continuous service shall be granted vacations as follows:

Annual Vacation

One week uninterrupted after one year
Two weeks uninterrupted after three years
Three weeks uninterrupted after seven years
Four weeks after ~~thirteen~~ **twelve** years
Five weeks after twenty years

Pro-Rata Vacation

On Termination

1/12 week for each additional month
2/12 week for each additional month
3/12 week for each additional month
4/12 week for each additional month
5/12 week for each additional month

4. ARTICLE 13 – LEAVES OF ABSENCE

Modify the language in

Sections 13.2, 13.3 and add new Section 13.7 as follows:

13.2 In the case of a death in the immediate family (namely, the death of a parent/**current legally recognized guardian**, spouse, child, grandchild(ren), brother, sister, grandparent, parent-in-law, domestic partner, stepchild, or stepparent) of any full-time employee requiring the employee's absence from their regularly scheduled assignments, the employee shall be granted leave of absence with pay of three (3) scheduled work days. **Additional time off without pay may be granted with Company approval which shall not be unreasonably withheld.**

13.3 In the case of a death in the immediate family (namely, the death of a parent/**current legally recognized guardian**, spouse, child, grandchild(ren), brother, sister, grandparent, parent-in-law, domestic partner, stepchild, or stepparent) of any part-time employee requiring the employee's absence from their regularly scheduled assignments, the employee shall be granted leave of absence with pay up to three (3) days. When a part-time employee's normal time off falls within the three (3) day period, they shall be reimbursed for the portion of the time normally scheduled for work. **Additional time off without pay may be granted with Company approval which shall not be unreasonably withheld.**

13.7 A part-time employee who is a full-time student at an accredited college or university may be granted an unpaid leave of absence for up to ten (10) months during any academic year to return to classes. The employee must give thirty (30) days advance notice of intent to return to work and will be assigned to the store from which they left. The employee will return with the same hire date as they have begun. No benefit or wages of any kind will be due while the employee is on leave. At the time the employee makes a request for leave under this paragraph, the employee must submit proof of enrollment at an accredited college or university and upon return the employee must also submit proof of continued enrollment for the duration of the leave.

5. ARTICLE 20 – GRIEVANCES AND ARBITRATIONS

Modify the language in

Sect. 20.2 as follows:

20.2 Upon receipt of notice from either party, the representative of the Employer and the representative of the Union shall, within three (3) days, commence discussion in an attempt to reach a settlement of the controversy. **A reply will be given to the appropriate party within five (5) days after the above discussion or it will be deemed denied.**

6. SCHEDULE “D” – SAFETY AND HEALTH

Add new language as follows:

Shootings, Other Violent Attacks and Dangerous Emergencies in Stores:

The Company and the Union agree to meet, at either parties request, to discuss procedures, trainings, and protocols that protect workers in case of a shooting, other violent attack, or other similar emergency that can affect the physical, emotional, or mental health of workers. This language will not delay the Company’s response to any emergencies described in this Article.

7. SIDE LETTERS

Add the following:

1. In the event any entity (i.e. State, municipality, jurisdiction, etc.) would establish a new law that would provide a benefit that is greater than what is covered under this Agreement, the Union and Employer shall meet to discuss the implementation of said law.
2. If Right to Work legislation is passed, the parties will meet to discuss the Company’s New Hire Orientation Process.

Charlottesville, Virginia Valley Store (251) will be moved into the core contract.

8. ARTICLE 17 – HEALTH AND WELFARE

Modify as follows:

Employer Monthly Contribution Rates:

Plan	Status	Current	10/1/2023	1/1/2024	1/1/2025	4/1/2025	2026	2027
I	FT	1742.08	1813.10	1960.17	2083.89	2010.10	*	*
I	PT	1168.55	1239.57	1857.67	1987.39	1913.60	*	*
X	FT	1314.48	1385.50	1523.92	1631.14	1557.35	*	*
X	PT	911.93	982.95	1094.42	1180.14	1106.35	*	*
X	PT D	1653.87	1724.89	1823.92	1947.89	1874.10	*	*
XX	FT	446.59	517.61	813.17	873.14	799.35	*	*
XX	PT	269.64	340.66	344.17	376.89	303.10	*	*
XXX	FT	342.92	413.94	354.67	387.64	313.85	*	*
XXX	PT	124.19	195.21	187.92	213.64	139.85	*	*
XL	PT	25.99	25.99	24.35	25.10	25.10	*	*

- Rates are based on Segal baseline projections for 2024 & 2025. Rates are adjusted for dental and vision improvements.
- * 2026 rates to be set in July of 2025 based on Segal projection of plan costs. Rates capped at an 8% increase over April 2025 rates based on formula under section 17.3.
- * 2027 rates to be set in July of 2026 based on Segal projection of plan costs. Rolling 8% cap over 2026 rate based on formula under section 17.3.
- Rates include funding to bring reserve up to a projected 2 months by April of 2025 (adds \$13.26M).
- Retroactive rate increase to 10/1/2023 to add to fund reserve.

Reserve Protection

- If at any point between November 1, 2023 – January 31, 2024, the reserve falls below 0.60 months based on a regular monthly measurement, the Fund consultant will notify the Trustees of the amount by which the reserve is below 0.60 months and each company's proportionate share of that amount, and within thirty (30) days of such notice, each company will make a lump sum payment to the Fund in the applicable amount provided by the Fund's consultant, the total of which will be the amount by which the reserve is below 0.60 months.
- If at any point between February 1, 2024 – June 30, 2024, the reserve falls below 0.75 months based on a regular monthly measurement, the Fund consultant will notify the Trustees of the amount by which the reserve is below 0.75 months and each company's proportionate share of that amount, and within thirty (30) days of such notice, each company will make a lump sum payment to the Fund in the applicable amount provided by the Fund's consultant, the total of which will be the amount by which the reserve is below 0.75 months.
- If at any point between July 1, 2024 – December 31, 2024, the reserve falls below 1 month based on a regular monthly measurement, the Fund consultant will notify the Trustees of the amount by which the reserve is below 1 month and each company's proportionate share of that amount, and within thirty (30) days of such notice, each company will make a lump sum payment to the Fund in the applicable amount provided by the Fund's consultant, the total of which will be the amount by which the reserve is below 1 month.
- If at any point between December 31, 2024 - March 31, 2025, the reserve falls below 1.5 months based on a regular monthly measurement, the Fund consultant will notify the Trustees of the amount by which the reserve is below 1.5 months and each company's proportionate share of that amount, and within thirty (30) days of such notice, each company will make a lump sum payment to the Fund in the applicable amount provided by the Fund's consultant, the total of which will be the amount by which the reserve is below 1.5 months.

Any lump sum will be prorated between the companies based on aggregate 2023 contributions to the health fund.

Plan Trustee Recommendations:

Increase frame allowance by fifty dollars (\$50.00)

Recommend Trustees RFP dental benefits including endodontics

FT eligible after 90 days and contributions start 1st of the month after 90 days

Discuss joint RX bid process with other UFCW Funds

9. ARTICLE 18 – PENSION

Modify as follows:

During the FIRST (1ST) year of this agreement, upon request by either the Company or Union, the parties shall meet and discuss the merger of the Variable Annuity Funds into a multi-employer plan and/or the termination of the excess plan to yield savings from PBGC premiums and administrative expenses, with the goal of reallocating expenses to benefit improvements.

Raise VAP celling from 9% to 10%
Companies will be required to make monthly contributions.

10. WAGES - GENERAL WAGE INCREASES (GWI)

All Full-Time and Part-Time Classified at or above top of scale (excluding Washington, DC & Montgomery County clerks hired on/after 03/05/2020); Service Clerks; and Courtesy Clerks) shall receive:

10/29/2023	10/27/2024	10/26/2025	10/25/2026
\$1.10	\$1.00	\$1.00	\$1.00

Department Managers receive an additional \$0.25 increase on 10/29/2023 and an additional \$0.25 on 10/27/2024.

All Full-Time and Part-Time Service Clerks at or above top of scale (excluding Washington, DC & Montgomery County clerks hired on/after 03/05/2020; Courtesy Clerks) shall receive:

10/29/2023	10/27/2024	10/26/2025	10/25/2026
\$0.50	\$0.30	\$0.30	\$0.25

Department Manager Rates - Department Managers will receive the greater of the 2023 GWI and \$0.25 increase or the increase to the starting rates noted below on 10/29/2023.

Department Manager Start Rates:

Bakery, Pharmacy Floor, Frontend, Seafood, new Giant Pickup Manager – increase from \$19.00 to \$20.00.

Meat, Grocery, Deli, Produce Managers – increase from \$20.50 to \$21.00.

Rated Position Start Rate:

Asst Front End Manager –increase from \$16.00 to \$18.00.

Premiums effective on 10/29/2023

Dairy 2nd Person - \$1.50 per hour premium.

Service Deli Lead – increase from \$0.25 to \$1.00 per hour premium.

WAGE SCALES

Effective 10/29/2023

Food/RX/GM Clerks	
Start	\$15.00
+6 months	\$15.25
+6 months	\$15.50
+6 months	\$16.00
+6 months	\$16.40
+6 months	\$16.80
+6 months	\$17.20
+6 months	\$17.60
+6 months	\$18.00

Giant Service Clerks (Excludes D.C.)	
Start	\$13.40
+6 months	\$14.00
+6 months	\$14.30
+6 months	\$14.60
+6 months	\$14.90
+6 months	\$15.20
+6 months	\$15.50
+6 months	\$15.80

Food/RX/GM Clerks

Clerks will be slotted into the new wage scale effective on 10/29/2023 at their then current base rate (excludes any premiums) and continue to progress based on the step increases. (Specifically, when an employee is slotted into their new step on the progression, the waiting period to move to the next step shall be reset.) Associates falling between steps will be slotted to the next highest rate and continue to progress based on the step increases. Associates hired prior to March 5, 2020, with a wage rate at or above \$14.00 on 10/29/2023, will not be slotted in the new wage progression. These associates will be eligible for the General Wage Increase (GWIs) starting in 2023 and provided throughout the term of this agreement. Associates hired prior to March 5, 2020 and below \$14.00 on 10/29/2023 will receive at least a \$0.40 increase when slotted into the new wage scale. Associates at or above the top of the new wage scale will be eligible for general wage increases unless otherwise noted.

Service Clerks

Maryland Service Clerks will receive at least the Maryland minimum wage and will have their wage rate increased to the then-current Maryland minimum wage on the effective date of each increase for the Maryland minimum wage. Service clerks will be slotted into the new wage scale effective on 10/29/2023 at their then current base rate (excludes any premiums) and continue to progress based on the step increases. (Specifically, when an employee is slotted into their new step on the progression, the waiting period to move to the next step shall be reset.) Associates falling between steps will be slotted to the next highest rate and continue to progress based on the step increases. Associates at or above the top of the new wage scale will be eligible for general wage increases unless otherwise noted.

Certified Pharmacy Technicians

Certified Pharmacy Technicians will receive a \$4 premium for performing all work allowable under the then current law. Examples would include administration of immunizations and health screening. Any tasks required to receive the premium will be accompanied by appropriate training. Anyone not wanting to be considered for these additional tasks will remain eligible for the current certified pharmacy technician premium of \$2.25. The total number of certified pharmacy technicians being trained and receiving the \$4 premium will be subject to business needs and the discretion of management.



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