

GIANT LANDOVER & SAFEWAY INC. and UFCW LOCALS 400 & 27
Memorandum of Agreement
December 6, 2013

This Memorandum of Agreement (MOA) is entered into by and among Giant Landover (Giant) and Safeway Inc. (Safeway) (collectively "Employers") and UFCW Locals 400 and 27 (collectively "Unions"). The parties agree as follows:

This MOA sets forth the agreement of the parties for their new collective bargaining agreements for the period of November 1, 2013 through and including midnight October 29, 2016. Except as expressly modified herein, this MOA incorporates by reference the respective provisions of the expiring 2012-2013 collective bargaining agreements.

This MOA represents the entire agreement between the parties and must be accepted in total.

During the collective bargaining which led to this MOA, Giant and Safeway engaged in lawful coordinated bargaining. Each Employer was at all times relevant to these negotiations free to make separate proposals and to accept or reject, and make counter proposals, to the Unions' proposals independent of one another, and to reach its own settlement with the Unions. Each Employer will maintain its respective separate agreements with each Local Union.

Any Union proposal not identified or addressed herein is deemed withdrawn. Any Employer proposal not identified or addressed herein is deemed withdrawn.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 Unions, their 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 Employers or Unions 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.

For the Unions:

GRE K 12/6/13

[Signature]

CRM

For the Employers:

[Signature] SAFEWAY 12/6/13

[Signature] GIANT 12/6/13

[Signature] [Signature]

TERMS OF AGREEMENT:

1. **TERM OF THE AGREEMENT:** Three (3) years: November 1, 2013 through October 29, 2016
2. **WAGES:** With respect to wages for all wage schedules and all department manager rates, the wage increases set forth below shall be paid to employees 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 or department manager rates remaining unchanged.

WAGE INCREASE:

Effective November 3, 2013, the wage increases set forth below shall be paid to employees 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 or department manager rates remaining unchanged.

- All Department Managers and all classifications (except Service Clerks, Starbucks Clerks, Personal Shoppers, Fuel Attendants and Courtesy Clerks) wage rates increase by thirty five cents (\$0.35) per hour.
- Service Clerks, Starbucks Clerks, Personal Shoppers, and Fuel Attendants wage rates increase by twenty five cents (\$0.25) per hour.
- Courtesy Clerks wage rates increase by fifteen cents (\$0.15) per hour.

WAGE INCREASE:

Effective November 2, 2014, the wage increases set forth below shall be paid to employees 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 or department manager rates remaining unchanged.

- All Department Managers and all classifications (except Service Clerks, Starbucks Clerks, Personal Shoppers, Fuel Attendants and Courtesy Clerks) wage rates increase by thirty five cents (\$0.35) per hour.
- Service Clerks, Starbucks Clerks, Personal Shoppers, and Fuel Attendants wage rates increase by twenty five cents (\$0.25) per hour.
- Courtesy Clerks wage rates increase by fifteen cents (\$0.15) per hour.

WAGE INCREASE:

Effective November 1, 2015, the wage increases set forth below shall be paid to employees 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 or department manager rates remaining unchanged.

- All Department Managers and all classifications (except Service Clerks, Starbucks Clerks, Personal Shoppers, Fuel Attendants and Courtesy Clerks) wage rates increase by thirty cents (\$0.30) per hour.
- Service Clerks, Starbucks Clerks, Personal Shoppers, and Fuel Attendants wage rates increase by twenty cents (\$0.20) per hour.
- Courtesy Clerks wage rates increase by ten cents (\$0.10) per hour.

3. **HEALTH & WELFARE:** See Attachment A

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4. PENSION:

With regard to the aggregate payment to the two funds, the Employers will pay the annual six (6) cent hourly rate increases and concomitant percentage increase on the Tier 1 rate required by the Pension Fund's rehabilitation plan for the duration of the collective bargaining agreement.

5. SEVERANCE: See Attachment B**6. UFCW & FELRA LEGAL FUND:**

Add new last paragraph to Article 17.2 C(L27 & SWY); Article 17.2.3 (L400 & SWY); Article 17.B.3 (L27 & Giant); Article 17.11.D (L400 & Giant):

Giant and Safeway agree that the FELRA and UFCW Health and Welfare Fund will continue to provide a program of Legal Benefits with the continuation of Employer contributions to the UFCW & FELRA Legal Benefits Fund of \$20.25 per month plus the cost of administration for eligible employees hired prior to January 1, 2014. For employees hired on or after January 1, 2014, the monthly contribution by the Employers will commence with the first full payroll week of the month following the completion of eighteen (18) months of continuous employment with the Employer, and shall be in the amount of \$10.25 per month plus the cost of administration.

7. UFCW & FELRA SCHOLARSHIP FUND:

The Employers agree that the FELRA & UFCW Health & Welfare Fund will continue to provide a program of scholarship benefits for eligible participants and their eligible dependents and the Health & Welfare Fund will continue to maintain a separate accounting of the assets and liabilities attributable to the provision of scholarship benefits under the Health & Welfare Trust.

8. MID-ATLANTIC JOINT LABOR MANAGEMENT FUND:

The operations of the Mid-Atlantic Joint Labor Management Fund ("JLM Fund") shall cease effective immediately and the Trustees shall be instructed to take any and all action necessary to terminate the Fund by December 31, 2013. Giant and Safeway agree to pay all authorized and reasonable expenses incurred by October 31st, 2013, plus reasonable and necessary authorized expenses incurred after that date associated with the termination of the JLM fund. The total cost of the expenses referenced in the previous sentence will be allocated between the companies on a headcount basis, and in no event will exceed a total of fifty thousand dollars (\$50,000.00). In addition, a portion of the \$180,000/year for 2014 to be contributed by Safeway and Giant to the Health Fund for education, shall be redirected by the parties to pay JLM expenses that exceed the \$50,000 to the extent they agree to do so.

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SAFEWAY and UFCW LOCAL 400 / UFCW LOCAL 27
2013 FELRA BARGAINING LANGUAGE AGREEMENTS

Modify Article 7.12 to read:

Anyone promoted to, **or in relief of**, a department manager will receive the corresponding department manager wage rate for their classification and schedule, but in no event less than one dollar (\$1.00) per hour more than their hourly clerk rate immediately prior to promotion **or relief**.

SIDE LETTERS:

- Renew all current side letters with the following exceptions.
- Update the Christmas side letter with the expiration date to coincide with the expiration of the contract.
- Add the revised 2009 Local 27 Cross Training Letter in addition to the existing Cross Training Letter.

GIANT and UFCW LOCAL 400 / UFCW LOCAL 27
2013 FELRA BARGAINING LANGUAGE AGREEMENTS

SIDE LETTERS:

- Update the Christmas side letter with the expiration date to coincide with the expiration of the contract.
- Dana Posting: Update to reflect new contract years.
- Delete Local 27 meat apprentice program side letters (pg 91 & pg 107).
- Delete Local 400 meat apprentice program side letter.
- Renew all other current side letters not addressed above.

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GIANT and UFCW LOCAL 400 / UFCW LOCAL 27
NON FOOD PENSION AGREEMENT

UFCW Unions and Participating Employers Pension Fund

- Effective October 31, 2013, Giant's contribution obligation with respect to its remaining participants in the fund will cease.
- The parties agree that the question of whether the contribution rate due under the default schedule of the Fund's rehabilitation plan is owed by Giant will be presented to the Trustees of the Fund and, given their role in the factual questions presented on this particular issue, the Union Trustees will not vote on the decision. The Locals agree to be bound by the decision of the Trustees as to whether contribution rate due under the default schedule of the Fund's rehabilitation plan is owed by Giant.
- Giant agrees to pay its withdrawal liability as required by law
- Effective November 1, 2013, Giant participants now in the UFCW Unions and Participating Employers Pension Fund will be eligible to participate in the Mid-Atlantic UFCW & Participating Employers Pension Fund at the accrual level and contribution rate established for Tier 2 participants
- It is the parties' understanding, based on the advice of the Fund's actuary, that the partial withdrawal liability resulting from the cessation of participation by Giant on behalf of the Local 27 group will not increase based on a December 2012 partial withdrawal instead of a September 2012 partial withdrawal.
- The parties understand that the Board of Trustees of the Fund will determine the date of withdrawal in 2012 of the Local 27 group per the second bullet point, above. It is understood by Local 27 and Giant that in no event can the date of withdrawal of the Local 27 group be after December 31, 2012.

UFCW and Employers Individual Account Retirement Fund

- Giant shall take such action as is necessary to establish and maintain a new jointly trusteed multiemployer defined contribution 401(k) plan, the UFCW and Employers Individual Account Retirement Fund ("IRAF").
- Giant shall pay for the actual reasonable administrative expenses of establishing the IRAF, but not more than \$40,000. Effective the month following the cessation of its obligation to contribute for Local 27 participants to the UFCW Unions and Participating Employers Pension Fund, Giant also shall contribute to the IRAF on behalf of its Local 27 participants, for the same classes of employees and on the same basis as it formerly contributed to the UFCWPE Fund the amounts previously agreed.
- The contribution to the IRAF will increase by 5 cents (.05) effective 1/1/2016.

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ATTACHMENT A

**Giant Food and Safeway Inc. / UFCW Local 400 and UFCW Local 27
2013 Bargaining Agreed to Health and Welfare Items**

1. The Plan I medical plan shall be modified as follows, effective March 1, 2014:
 - a. Eliminate base plan
 - b. Emergency room co-pay of \$75 (waived if admitted)
 - c. Amend COB to prevent duplication of benefits

2. The Plan X medical plan shall be modified as follows, effective March 1, 2014:
 - a. Eliminate base plan
 - b. Emergency room co-pay of \$75 (waived if admitted)
 - c. Amend COB to prevent duplication of benefits

3. The Plan XX medical plan shall be modified as follows, effective March 1, 2014:
 - a. Eliminate base plan
 - b. Emergency room co-pay of \$75 (waived if admitted)
 - c. Amend COB to prevent duplication of benefits
 - d. The current deductible shall be increased to \$500
 - e. The current out-of-pocket maximum shall be increased to \$5000
 - f. The "snapback" to Plan X from Plan XX shall be changed to the following:
 1. If the employee has coverage under Plan XX on October 31, 2013, the employee is eligible to elect Plan X coverage when they would otherwise be eligible for Plan X coverage (the existing "snapback" rule). No other employee is eligible for "snapback."

4. Retiree Plans shall be modified as follows, effective March 1, 2014:
 - a. Eliminate base plan
 - b. Emergency room co-pay of \$75 (waived if admitted)
 - c. Amend COB to prevent duplication of benefits

5. A new Plan XXX shall be created for employees hired on or after January 1, 2014 averaging twenty eight (28) or more hours of service per week as follows. Courtesy Clerks are not eligible except to the extent required under the ACA employer mandate:
 - a. All non-medical benefits shall have the same waiting periods and benefits as Plan XX. All medical benefits shall have the same waiting period as Plan XX.
 - b. The medical benefits shall have a deductible of \$500, with the same rules as Plan XX.
 - c. Medical benefits co-insurance: Comprehensive 70%/30% Plan with no spouse coverage for contractual part-time associates.
 - d. The out of pocket maximum shall be \$5,000, with the same rules as Plan XX.
 - e. Emergency room co-pay of \$75 (waived if admitted)
 - f. COB to prevent duplication of benefits

- g. Contractual Part Time associates who are eligible to elect dependent coverage by law and do so, must pay the full cost of dependent children coverage.
 - h. Waiting period for health benefits for Full Time & eligible Part Time employees is the maximum allowed by law
6. Effective for coverage November 1, 2015, the Employers' complete Plan I active employee Health Fund monthly contribution for non-Medicare eligible retiree health benefits will be the amount necessary to pay \$350 per eligible non-Medicare retiree per month until age 65, or otherwise being eligible for Medicare, and the Fund shall pay such monthly amount to the retiree. In the event a retiree receiving the \$350 monthly payment dies prior to becoming Medicare eligible, the surviving spouse shall receive a monthly cash payment of \$200 until the spouse becomes Medicare eligible. If the ACA is repealed, the \$350 per month amount will increase to \$600 and the \$200 will increase to \$350. A retiree or spouse receiving these payments shall not receive retiree medical benefits through the Fund. Upon attaining age 65, or otherwise being eligible for Medicare, a retiree or spouse receiving such payments shall be given a one-time option to elect medical coverage supplemental to Medicare under the FELRA Plan. If, at any time, a Medicare eligible retiree opts not to take Fund retiree coverage, the retiree is ineligible for Fund retiree coverage from that point forward.
 7. In order to better manage and budget the Trust Fund, the Bargaining Parties recommend that the Trustees direct the Plan Administrative Manager to issue an RFP for health consultant services and a successful candidate will be selected no later than 6 months after the ratification of the collective bargaining agreement.
 8. Should there be a material change in the ACA adversely affecting the employees, including but not limited to the amount of premium assistance tax credits and cost-sharing reductions, or delay in the implementation of the ACA Exchanges caused by legislation, regulations or court ruling, the parties shall meet at the request of either party and attempt to appropriately reallocate the total bargained economics in response to the new requirements while preserving the parties' overall bargaining intent and without increasing the total bargained package. This is not a re-opener of the agreement.
 9. Plan I, Plan X, Plan XX, and Plan XXX shall comply with the following to the extent required by ACA:
 - a. all annual limits on essential health benefits be eliminated;
 - b. all pre-existing condition exclusions on non-expected benefits be eliminated;
 - c. coverage for biological and adopted dependent children be extended to age 26, regardless of whether such children are eligible for other employer-sponsored coverage;
 - d. the Plan's annual out-of-pocket maximums on medical benefits not exceed the statutorily prescribed limits;
 - e. non-grandfathered plans include coverage for clinical trials;
 - f. plans comply with health status non-discrimination rules;

- g. The fund shall pay all required ACA fees including, but not limited to, the PCORI fees and the reinsurance fees;
 - h. Establish waiting periods for plans that allow employers to avoid employer mandate penalties, but in no event shall the waiting periods exceed those in effect in 2013. Coverage will meet affordability and minimum value requirements to satisfy the employer mandate.
10. All participants in Plans X, XX, and XXX must use in-network providers if services are to be covered except: out-of-network services provided by pathologists, anaesthesiologists, radiologists, and emergency room treatment at in-network facilities shall be covered as currently in effect.
 11. The Bargaining Parties recommend that the Trustees direct the Plan Administrator to issue an RFP for a Dependent Audit during 2014; details to be determined by the Trustees.
 12. The Trustees shall implement Prescription cost savings measures, designed to generate savings with a target of twelve percent (12%) or more per annum under the Prescription Drug Program, prorated for months in effect in 2014.
 13. Weekly associate contributions will be implemented as follows, effective January 1, 2015:
 - a. Plan I, Plan X FT, and Plan X PT single – \$5 single/\$10 participant plus one/\$15 family.
 - b. Plan X PT Dependent and Plan XX – no change to current language.
 - c. Plan XXX – \$10 single/\$15 participant plus child(ren)/\$20 participant plus spouse/\$25 family.
 - d. Implement spousal surcharge of \$20/week in addition to the above if the spouse has access to coverage through their employer. A process will be implemented to verify eligibility.
 14. For associates hired on or after November 1, 2013, modify section 6.16 of the Local 27 contract and section 6.20 of the Local 400 contract for Giant and modify section 6.16 of the Local 27 contract and section 6.19 of the Local 400 contract for Safeway from 35 to 24 hours for maximization of hours.
 15. The Board of Trustees of the Fund shall be instructed, for all states that are expected to have Fund participants receiving benefits through an Exchange, to attempt to coordinate with an insurer that offers benefits on the Exchange to enter into an arrangement whereby such an insurer will coordinate the offering of Exchange benefits to participants with the Fund and pay their claims and/or provide such additional services through the Fund Office as may be agreed to by the insurer. Any such arrangement(s) would not result in increased costs to the Fund.

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16. The following applies based on today's ACA rules. If the rules change the following will change accordingly and in such a way that incurs the least cost while complying with ACA and the employer mandate. However, in no event will the waiting periods be longer than under the current Plan.
- In 2014 in order to satisfy the ACA rules that apply to multiemployer plans, the current initial eligibility of the plan should be adjusted to a) for Variable Hour employees, spouses and child dependents, first of the month following 13 months from hire or the maximum permitted by law, and b) for all other participants, first of the month following 1200 cumulative hours of service to the employee plus 60 days.
 - In 2015 (or whenever required in order to allow contributing employers to avoid employer mandate penalties), the 2014 eligibility outlined above should be further accelerated for ACA Full-Time employees to the eligibility requirements under the ACA.
 - Beginning July 2014, and each July thereafter the Fund will certify whether the plan offers ACA Full-Time employees affordable coverage (to the extent it has the necessary information) and whether the coverage offered is minimum value coverage within three (3) months of date of hire or as allowed under the ACA.
17. "Hours of service" means hours of service as defined by the ACA.
18. A new Plan XL shall be created for employees hired on and after January 1, 2014 averaging less than twenty eight (28) hours of service per week as follows. Courtesy Clerks are not eligible.
- a. Plan XL provides the same ancillary benefits, and shall have the same waiting periods as Plan XX.
 - b. Plan XL has no spouse or dependent coverage.
 - c. Eligible employees who have reached 24 months of continuous active service as of December 1 shall receive a \$200 bonus on the nearest payroll date practicable after December 1.
19. Health Plan Rate Setting Procedures:
Segal's projected plan-by-plan contribution rates for the bargained plan designs will be the MOB rates beginning January 2014. In the fourth quarter of 2014 Associated will create, using the standard process and accounting for anticipated savings and expenses, an MOB rate report for trustee review to inform the MOB rate setting for rates beginning January 2015. In the fourth quarter of 2015, Associated will create, using the standard process and accounting for anticipated additional savings and expenses, an MOB rate report for trustee review to inform the MOB rate setting for rates beginning in January 2016.
20. The employers will contribute to the Fund \$180,000 a year by each January 1 (the first year's payment due by January 31) of this Agreement for the purpose of hiring staff and/or a consultant or similar entity to provide advice to employees in deciding how to obtain the appropriate health coverage. This amount shall be divided proportionately

between the employers according to their respective headcounts in the Fund reported by the Fund by the November 25th before the payment is due.

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Handwritten signatures and initials in the bottom right corner, including a large signature and several smaller initials.

ATTACHMENT B

**Giant Food and Safeway Inc. / UFCW Local 400 and UFCW Local 27
2013 Bargaining Agreed to Severance Fund Items**

All severance plan accruals cease on December 31, 2013

A. Continued Obligations of Safeway and Giant

1. Safeway and Giant will renew the MOB obligation from the last MOA. Additionally, the companies will agree that the obligation survives the collective bargaining agreement until the last of each Company's eligible employees has been paid for Giant and Safeway service as set forth herein.
2. The renewed Safeway and Giant MOB will include only eligible service for Giant and Safeway. If either Company sells part or all of its operation and a successor employer adopts the CBA with respect to the sold operations, the MOB obligation with respect to sold operations will be the sole obligation of the successor.
3. The parties agree that in the event of a closure or sale, the payment of Plan severance benefits will complete any Company bargaining obligation with respect to severance benefit obligations only.

B. Basic Funding Method of Trust Fund

1. The bargaining parties recommend that the Trustees clarify the current MOB structure of all contributing employers as follows.
2. Each employer will be assigned a funding percentage based on the number of eligible employees it has in the severance plan as of November 1, 2013.
3. In July, 2014 an MOB contribution assessment totaling \$6.0 million will be made with the total being divided among the MOB employers by the funding percentage of each MOB employer per #2 above. In July, 2015 an MOB contribution assessment will be made in the amount of \$2.5 million divided among the MOB employers by the funding percentage of each employer per #2 above. Thereafter, an operational funding



minimum of \$2 million on a cash basis would be established with an upper limit of \$5 million on a cash basis. The amounts in the Severance Fund shall at all times be sufficient to pay ongoing severance benefits.

4. When the operational funding minimum is hit, contributing employers will be charged their funding percentage share to bring the plan cash to \$5 million. As full benefit payment approaches, the funding minimum and upper limit will be reduced appropriately based upon mutual agreement of the parties but in no event shall the ending assets exceed liabilities.
5. When Giant or Safeway participant headcount reaches zero, the Company with zero headcount may exercise the option of settling its remaining obligation to the Fund by making a lump sum payment in an amount equal to that Company's pro rata share of the remaining liabilities, discounted at the PBGC settlement rate.

C. Additional Event Funding

1. Employer funding obligations will increase if one or more of the following funding events occur with respect to that employer.
 - Sale or transfer of 5 or more stores resulting in plan participant severances.
 - Implementing a buyout of plan participants.
 - Layoffs affecting 5 or more plan participants.
2. Following such an event, the benefit payout from the plan will be measured with respect to that event. That total payout effect will be reduced by the then funded percentage of the plan. The resulting balance of benefit payments caused by the event will be billed to that employer. Thereafter, the basic funding percentages of employers will be adjusted to reflect the headcount reduction from that event.

3. In the event an employer has not fulfilled its funding obligation, the benefit service of its employees will be suspended until the employer comes into full contribution compliance. In the event of a partial contribution payment, the payment for benefit service shall be adjusted accordingly to reflect such partial payment net of collection expenses. If an Employer other than Giant or Safeway agrees as a result of collective bargaining to pay its obligations under the Severance Fund directly rather than pay its funding obligations to the Fund, the Fund will not pay severance benefits to such Employer's employees, the Fund will provide such Employer with the necessary information to directly pay the severance benefits to its employees and the basic funding percentages of the remaining Employers will be adjusted to reflect the headcount reduction resulting from the Employer's agreement to pay benefits directly. Prior to any such transaction, the severance plan shall be amended to cancel all benefit service of plan participants who will receive their benefits directly from such an Employer making that agreement.

ATTACHMENT C

December 6, 2013

Mark Federici, President
UFCW Local 400
4301 Garden City Drive
Landover, MD 20785

George Murphy, President
UFCW Local 27
21 West Road
Baltimore, MD 21204

Dear Mr. Federici / Mr. Murphy:

1. The Parties agree to terminate the non-Medicare retiree benefit program effective November 1, 2015 and, instead, the affected non-Medicare retirees shall be paid the amount of \$350 per month and \$200 per month for surviving spouses for the remainder of the contract from the FELRA Health Fund except as provided for below. If the ACA is repealed, the \$350 per retiree amount will increase to \$600 and the \$200 per spouse amount will increase to \$350.
2. The parties will implement the following procedure to determine if the Health Fund will make such payments or the payments will be made in an alternative manner. By May 1, 2015 either party may present credible evidence that such payments could void the retirees' eligibility for premium tax assistance through ACA exchanges or could void the Health Fund's tax qualification. The other party shall respond by June 1, 2015 as to whether it agrees. In the event the parties agree, then paragraph 3 shall apply. If the parties do not agree, they shall proceed to expedited arbitration so that a decision will be rendered by the arbitrator by September 1, 2015. If the arbitrator's decision is that benefits shall be paid through the Health Fund, the payments shall be so paid. If the arbitrator's decision is that they shall not be paid through the Health Fund, paragraph 3 shall apply. If the arbitrator does not render a decision by September 1, 2015, paragraph 3 shall apply.
3. If the payments are not going to be made through the Health Fund, the Parties will seek an agreement on an alternative vehicle to pay the above monthly amounts. If no agreement on an alternative vehicle has been reached by the parties by September 30, 2015, the Companies will pay directly to the affected non-Medicare retirees the foregoing \$350 per month for 12 months only, or until the end of any temporary, mutually agreed to extension of the collective bargaining agreements in effect during bargaining for a successor agreement. The foregoing also applies to the \$350 surviving spouse payment and the \$600 payment if the ACA is repealed, also provided for in the Parties' agreement



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4. In the event that the Companies are obligated to make payments directly or to an alternative vehicle pursuant to this letter, the contribution obligation to the FELRA Health Fund to finance the foregoing payments is extinguished.

Sincerely,



Jeff Champion
Director of Labor Relations
Safeway, Eastern Division



Steve Stoner
VP, Human Resources and Labor Relations
Giant Landover

FOR THE UNION:



Mark Federici, President
UFCW Local 400



George Murphy, President
UFCW Local 27

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ATTACHMENT D

December 6, 2013

Mark Federici, President
UFCW Local 400
4301 Garden City Drive
Landover, MD 20785

George Murphy, President
UFCW Local 27
21 West Road
Baltimore, MD 21204

Dear Mr. Federici / Mr. Murphy:

This letter reflects our agreement that the MOB obligation as set forth in Article 17 of the Collective Bargaining Agreements and the Parties' MOA dated December 6, 2013 expressly terminates the later of 11:59 PM on October 29, 2016, or effective 11:59 PM on the last day of any temporary, mutually agreed to extension of the Collective Bargaining Agreements in effect during bargaining for a successor agreement.

Sincerely,



Jeff Champion
Director of Labor Relations
Safeway, Eastern Division



Steve Stoner
VP, Human Resources and Labor Relations
Giant Landover

FOR THE UNION:



Mark Federici, President
UFCW Local 400



George Murphy, President
UFCW Local 27

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