

Memorandum of Agreement
Between
Thrifty PayLess Inc. d/b/a Rite Aid
And
UFCW Locals 135, 324, 770, 1167, 1428, 1442 and 8GS

1. All terms and conditions of the 2008-2012 Retail Pharmacist Agreement shall remain in full force and effect except as set forth herein.
2. Preamble – Change to “This agreement is entered into and effective July 16, 2012 and is between Thrifty Payless Inc. d/b/a Rite Aid hereinafter referred to as the “Employer” and UFCW Union Locals 135, 324, 770, 1167, 1428, 1442 and 8GS, chartered by United Food and Commercial Workers International Union, hereinafter referred to as the “Union” and the parties agree as follows:”
3. Article 2.1.1 – Change “July 11, 2005 – July 13, 2008” to “July 13, 2008 – July 15, 2012”.
4. Article 2.3.1.1 – Change to – “All pharmacy departments shall be allowed one (1) exclusion, the Pharmacy Manager as designated by the Employer. This exclusion shall be one (1) of the total of four (4) exclusions (or five (5) in twenty-four hour (24) hour stores) provided for in the Retail Drug Agreement. In addition, the Pharmacy Manager shall be permitted to perform any and all work designated by the employer without restrictions.
5. Article 4.3.3 – Delete
6. Article 7.7 – Add – “Pharmacists traveling to a location other than their primary work location will be paid for the time traveled in excess of the regular commute each way at the travel time rate of pay of \$20.00 per hour. Pharmacists without a primary work location traveling to any work location will be paid for the time traveled in excess of 30 minutes each way at the travel time rate of pay of \$20.00 per hour.”
7. Article 14.1 –Benefit Fund contributions shall be increased as follows – 5% beginning with September 2012 hours; up to 4% beginning with August 2013 hours. The rate for 2014 shall be determined pursuant to the reopener set forth below. Effective 11/1/12 modify plan eligibility to provide for employee and dependent eligibility following three full months of employment.
8. Article 14.2 – The parties agree to the attached Pension Rehabilitation Plan.
9. Article 14.6 – Modify to 6 Union Trustees and eliminate Trustee from Local 1036.
10. Article 17 – Modify to a 3 year agreement July 16, 2012 – July 12, 2015, with an automatic reopener for wages and Health and Welfare only effective November 1, 2013. This reopener shall continue until the parties reach agreement or until March 1, 2014. The no strike / no lockout clause shall remain in effect during the reopener. In the event that the parties are unable to reach agreement, the Employer agrees to increase health and welfare contributions by up to 5% effective with July 2014 hours.
11. Appendix A – Increase wages for all employees and rates of pay by \$1.00 per hour effective with the first payroll period following ratification.
12. Ratification Bonus – All employees on the payroll on the date of ratification shall receive a ratification bonus. The bonus shall be paid within 30 days of ratification. Employees classified as full time on the date of ratification shall receive a \$500 bonus and employees classified as part time on the date of

ratification shall receive a \$250 bonus. Employees on a leave of absence will receive their bonus upon return to work.

13. Appendix B - Update arbitrator panel.
14. All local unions agree to recommend ratification of this Agreement.

Executed and agreed to, subject to ratification by the affected members, this 26 day of September, 2012.