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MEMORANDUM OF AGREEMENT

This Agreement is entered into between Albertson's Inc., Smith's Food & Drug Stores, Von's, Food for Less (individually an "Employer" and collectively, the "Employers") and UFCW Local 711 (collectively the "Parties"). The intent of this memorandum is to describe in general terms the understanding of the Parties with regard to changes in Health and Welfare and Pension Benefits. The provisions of the Las Vegas Retail Clerks Food Industry and Las Vegas Retail Meat Agreements, effective February 6, 2001 through September 12, 2004, shall remain in full force and effect, and shall only be modified by amendments to those Agreements and to the extent that those amendments reflect the intentions of the Parties to this Agreement.

A. Term: The term of this Agreement shall be date of ratification through and including February 29, 2008.

HEALTH AND WELFARE AND DEATH BENEFITS

B. Health and Welfare and Death Benefits:

The Trustees are authorized and directed to modify benefits, for both active employees and retirees, in the manner set forth in the Letter of Understanding and otherwise consistent with this Agreement. The Maintenance of Benefits (MOB) obligations of the Employers are eliminated, and the Trustees shall implement and maintain over time a schedule of benefits and plan design, including a prudent operating reserve, that can be supported by the applicable hourly contribution rate. These changes shall be made by the Trustees as soon as possible following ratification of this Agreement, except that plan changes for those hired prior to or on ratification shall become effective March 1, 2005.

Effective for all employees hired on or after the ratification date of this Agreement, the Trustees shall establish new plans B and C. They shall include the following provisions:

The initial eligibility rule will be modified to require 4 months of qualifying hours and member only eligibility will begin after a one-month lag (i.e. the first day of the 6th month).

- Plan C shall cover the employee only (no dependent coverage) during the first twelve months of eligibility in Plan C. Children will be covered in the 13th month of eligibility. Family coverage will begin in the 25th month of eligibility.
- Plan C employees (and their dependents) shall commence coverage under a new Plan B after the employee has completed 36 months of eligibility in Plan C.
- The new Plan B benefit structure will be implemented with the Agreement. Plan B coverage will begin the 37th month of eligibility and continue through the 72nd month of eligibility (for employees and their dependents).

The Plan's current monthly straight-time work hours requirements for each classification of employment, as they related to eligibility, shall continue to apply.

Effective March 1, 2005 and thereafter, any employer that desires to cover all of its employees under Plan A shall pay an employer contribution rate for those additional employees sufficient to cover the projected cost of that Plan as determined by the consultants during the term of this Agreement.

If an employee leaves the industry and returns without having gone 4 consecutive months with no hours reported they will resume their status relative to plan progressions that existed before they left. Similarly, any employee who returns from a layoff or leave of absence or reinstatement after termination will retain their former status regardless of the length of absence.

Any employee who is transferred by an Employer into the Las Vegas area shall have their status determined based on their original date of hire with the Employer.

C. Employer Contributions:

Effective with hours worked in February 2005, payable in March 2005, the Employer agrees to contribute \$3.00 for all classifications under the term of this Agreement. This rate shall remain effective through the term of this Agreement.

Such contributions shall be made on the same basis as under the Las Vegas Retail Clerks Food Industry and Las Vegas Retail Meat Agreements, Effective February 6, 2001 through September 12, 2004.

PENSION FUND

D. Employer Contributions:

The Employers shall continue to contribute to the Retail Food Employers and United Food and Commercial Workers Local 711 Pension Trust Fund (the "Trust Funds" or "Funds"). Current participants in this Fund are referred to as CLERKS for purposes of this Memorandum. It is understood that the contributions required on behalf of any Employee shall not exceed forty (40) straight-time hours per week or 2080 straight-time hours per year.

CLERKS Contributions:

Effective with hours worked February 2005 the Employer agrees to contribute to the Trust Fund for the term of the Agreement based on the following rates:

- a. Seventy seven cents (\$0.77) per straight-time hour for the first twelve months following the contribution effective date for CLERKS.

- b. Eighty two cents (\$0.82) per straight-time hour for the thirteenth (13th) month through the twenty-fourth (24th) month following the contribution effective date for CLERKS.
- c. Eighty three cents (\$0.83) per straight-time hour for the twenty-fifth (25th) month following the contribution effective date for CLERKS and thereafter.

MEAT CUTTER Contributions:

Effective with hours worked February 2005 the Employer agrees to contribute to the Intermountain Retail Food Industry Pension Trust Fund (until the participants in this Fund who are referred to as MEAT CUTTERS are moved to the CLERKS Fund, when at such time the contributions will go to CLERKS Fund) for the term of the Agreement based on the following rate increases over the current contribution rates:

- a. Nineteen cents (\$0.19) per straight-time hour for the first twelve months following the contribution effective date for MEAT CUTTERS.
- b. A total of twenty four (\$0.24) over the current contribution rates per straight-time hour for the thirteenth (13th) month through the twenty-fourth (24th) month following the contribution effective date for MEAT CUTTERS
- c. A total of twenty five cents (\$0.25) over the current contribution rates per straight-time hour for the twenty-fifth (25th) month following the contribution effective date for MEAT CUTTERS and thereafter.

Such contributions shall be made on the same basis as under the Las Vegas Retail Clerks Food Industry and Las Vegas Retail Meat Agreements, effective February 6, 2001 through September 12, 2004.

The seven (7) month deferral of contributions for accounting and actuarial purposes, first implemented for the Trust Fund's 1999 fiscal year, continues to be in effect. However, if additional contributions are necessary in order to avoid Minimum Funding Standard deficiencies for a Plan Year that remain after benefits are modified in accordance with Section E below, the Employers may agree to accelerate all or a portion of one or more months of contributions which would have been attributable to the following Plan Year after taking into account the normal seven (7) month deferral for accounting and actuarial purposes. If such acceleration of contributions would result in a funding deficiency for the following Plan Year, a similar acceleration from the second subsequent Plan Year into the following Plan Year may be made to meet Minimum Funding Standards for that year. This general principal can also be used in later years, if necessary.

In lieu of accelerating contributions in the manner described above, the Employers may elect to make Supplemental Contributions (over and above negotiated contributions) in order to meet Minimum Funding Standards for a Plan Year that remain after benefits are modified in accordance with Section E below. Employers will then be permitted to

suspend contributions in one or more subsequent Plan Years to offset the Supplemental Contributions in whole or in part. The suspensions will occur at the earliest possible time or times such that they would not cause a funding deficiency in the Plan Year of Suspension. The amount of the suspensions will be equal to the Supplemental Contributions. (See, however, the treatment of certain Supplemental Contributions described in Section G below.)

An employee shall receive both vesting and benefit accrual credit on the same basis as under the Las Vegas Retail Clerks Food Industry and Las Vegas Retail Meat Agreements, Effective February 6, 2001 through September 12, 2004.

E. BENEFITS:

The Trustees are authorized and directed to modify benefits in accordance with the following provisions, and otherwise in accordance with the provisions of this Agreement:

Effective March 1, 2005, future benefit accrual rates for current CLERKS employees will be:

- a. For the first ten years of benefit credit the benefit accrual rate will be \$33.15
- b. For all years of benefit credit after the first ten years the benefit accrual rate will be \$44.20
- c. Other benefit accrual rates for lower contribution rates will be adjusted in a similar manner by the Trust Fund's Co-Consultants

Effective March 1, 2005, future benefit accrual rates for current MEAT CUTTERS employees will be 2.6% of contributions based on the contribution rate in effect the day prior to the ratification of this agreement. :

The Board of Trustees is authorized and directed to provide the following schedule of benefits under the Pension Fund for those employees who are hired on or after ratification of this agreement (referred to as "New Hires"):

- a. New Hires must be at least age 21 and have one year of service to meet the eligibility requirements for participation
- b. For New Hires, one year of service for eligibility purposes is defined to be at least 750 hours of service
- c. New Hires will be 100% vested after five years of service

- d. New Hires will not be eligible for the Rule of 85 retirement benefits
- e. New Hires normal retirement age will be age 65 with 5 years of service
- f. New Hires early retirement eligibility will be age 55 with ¹⁰ years of service
- g. New Hires who retire early (prior to age 65) will have their accrued benefits reduced on an actuarial equivalence basis
- h. The applicable benefit accruals for CLERKS will be 40% of the current top benefit accrual rates as follows:
 - (1.) For the first ten years of Benefit credit the benefit accrual rate shall be \$20.40.
 - (2.) For all years of benefit credit after the first ten years the benefit accrual shall be \$27.20.
- i. The applicable benefit accruals for MEAT CUTTERS will be 1.6% of contributions based on the contribution rate in effect the day prior to the ratification of this agreement.

The Trustees shall implement and maintain over time a pension plan design that can be supported by the contribution rates called for in this Agreement. The Trustees are further authorized and directed to make necessary amendments to avoid any funding deficiencies and otherwise in accordance with the provisions of any long term funding policy for the Trust Fund that may be adopted by the Trustees.

The Trust Fund shall prepare and distribute an ERISA Section 204(h) notice, and any other required notices and filings, to Trust Fund participants in order to implement the above referenced changes by March 1, 2005 (or as soon thereafter as legally permitted).

F. APPLICATION FOR AMORTIZATION EXTENSIONS UNDER INTERNAL REVENUE CODE SECTION 412(e) AND LONG TERM FUNDING POLICY

The Trustees (both for the CLERKS Fund and MEAT CUTTERS Funds) shall cause the Trust Funds to apply for an amortization extension under Internal Revenue Code § 412(e).

If the applications are approved, the Trustees will adopt the following long term funding policy.

Long Term Funding Policy

The co-consultants will produce along with the annual actuarial valuations, an actuarial projection for an additional six (6) years with the goal of identifying

possible future funding deficiencies (defined as where the expected negotiated contributions are not enough to satisfy the expected minimum required contributions under Internal Revenue Code Section 412). These annual projections will be based on the following:

- *Projections will take into account only negotiated contributions except as noted below.*
- *Using the assumptions and actuarial methods in the then current annual actuarial valuation as jointly agreed to by the Fund's co-consultants*
- *No unanticipated actuarial gains or losses during the projection time period*

If the annual projection indicates any future funding deficiencies during the current plan year or the six (6) years of the projection, the Board of Trustees is authorized and directed to amend future benefit accruals (or any other non-protected benefits), effective as soon as practicable, in order to eliminate all future funding deficiencies during the projection period.

In the event that the contributing Employers accelerate contributions or make Supplemental Contributions which entitle them to a future contribution suspension, the amount of contributions shifted or suspended shall be taken into account in the projections in a manner to ensure that the employers receive a credit if they are required to make a contribution which is greater than the negotiated rate in order to meet minimum funding solely as a result of adverse actuarial experience and not as a result of any accelerated contribution beyond the 7-month shift. Any acceleration of Employer contributions beyond the normal 7-month shift will not be taken into consideration when preparing the annual projections required under this funding policy.

Any deadlocked Trustee motion relating to a reduction in benefits required under the long term funding policy shall be arbitrated on an expedited basis with the arbitration to take place no later than sixty (60) days following the Trust meeting in which the deadlock occurs."

If the applications for amortization extensions under Internal Revenue Code § 412(e) are not approved the Long Term Funding Policy above shall be modified to change the projection period from six (6) years to five (5) years, and shall be adopted by the Trustees.

G. SPINOFF OF INTERMOUNTAIN RETAIL FOOD INDUSTRY PENSION TRUST AND PROJECTED PRE-SPINOFF FUNDING DEFICIENCIES

Subject to the approval of the Trustees of the receiving pension trust funds, the Trustees of the Intermountain Retail Food Industry Pension Trust (the "Intermountain Plan") shall cause a spin-off of the participants' assets and liabilities of that Plan into the Local 711 Pension Trust (as to current Participants who are currently covered by Collective Bargaining Agreements in Utah and Nevada), the Desert States Pension Trust (as to

current Participants who are currently covered by Collective Bargaining Agreements in Arizona) and the Intermountain Retail Stores Pension Trust or any other designated pension trust fund (as to current Participants who are currently covered by Collective Bargaining Agreements in Montana and Idaho), respectively, effective no later than June 1, 2005, resulting in a short Plan Year for the Trust.

Allocation of assets to employees being spun-off shall generally be in proportion to the accrued liabilities of the Intermountain Plan. However, assets attributable to employees on behalf of whom increased contributions were made pursuant to this Agreement and prior to the spinoff shall receive all assets attributable to those increased contributions. Similarly employees of Employers that did not benefit from contribution suspensions to the Intermountain Plan for the full period which was originally negotiated, shall receive an additional asset allocation reflecting the present value of the missed suspensions. The mechanics of the asset allocations shall be determined by the advisors to the plans in a manner consistent with the intent of the Parties to this Agreement, subject to provisions of the Internal Revenue Code governing mergers and spin-offs of pension plans.

It is projected that a funding deficiency will remain for the Local 711 Pension Trust for the Plan Year beginning January 1, 2004. As described in Section D, the Employers will accelerate the contributions usually made for August 2005 hours payable in September of 2005 (and if necessary September 2005 hours payable in October 2005) to the extent necessary to meet Minimum Funding Standards for the 2004 Plan Year. Should this acceleration cause a contribution deficiency for the 2005 Plan Year, similar acceleration of contributions from the 2006 Plan Year to the 2005 Plan Year shall be made.

In the event that the application for extension of amortization periods under Section 412(e) for the Intermountain Plan is not approved, a funding deficiency is projected to remain for the short Plan Year beginning 10/1/2004. If such deficiency would occur the Employers will make a Supplemental Contribution (as described in Section D) to the appropriate (Intermountain Plan (or, where applicable, to the relevant spin-off plans) after the contemplated spin-off, and no later than 8 ½ months after the end of the short Plan Year. The Employers agree that they will not seek reimbursement of these Supplemental Contributions from the Trust funds through future suspensions. Any assets attributable to the Supplemental Contributions shall be included in projections made under the Long Term Funding Policy.

H. OTHER COLLECTIVE BARGAINING AGREEMENTS COVERING PARTICIPANTS IN THE LOCAL 711 PENSION TRUST AND THE INTERMOUNTAIN RETAIL FOOD INDUSTRY PENSION TRUST

The Parties agree that other Collective Bargaining Agreements which cover employees participating or entitled to participate in either the Local 711 Pension Trust or The Intermountain Plan and which expire after the ratification of the

Agreement shall have their Pension provisions modified in a manner identical to the provisions of this Agreement in all respects without further collective bargaining.

LETTER OF UNDERSTANDING – JANUARY __, 2004

INITIAL BENEFIT PLAN DESIGN SUMMARIES

The Bargaining Parties agree that the attached benefit plan designs identified as Benefit Fund Appendices A, B and C summarize the initial benefit plan designs that will become applicable to Active and Retired Employees for Plans A, B and C.

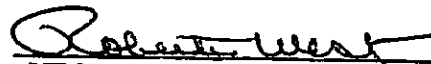
If the specified contribution is subsequently determined to be adequate to improve benefit levels (assuming the Plan will maintain prudent operating reserves), the trustees are authorized to improve benefits. Furthermore, if the specified employer contribution is subsequently determined to be insufficient to maintain the benefit levels outlined in Benefit Fund Appendices A, B and C and a prudent operating reserve, the Trustees are authorized and directed to reduce benefits to the extent necessary. Any such benefit modifications shall be rescinded by the Trustees, if and when, the financial position of the Fund improves to so allow. The Plan will cover all medically necessary treatment, subject to current plan exclusions.

Except for those changes described in, required by, or necessary to implement this Article, and subject to the right of the Trustees to amend, modify or eliminate any Plan benefit or feature at any time as provided herein, the existing Plan coverages shall initially be part of the new Plan design. This provision shall not be interpreted, applied or construed to: (a) create any expressed or implied obligation to maintain or preserve any benefit or plan feature under the Plan; (b) create any vested entitlement to any benefit or feature under the Plan; or (c) limit or restrict, directly or indirectly, the right of the Trustees to make changes in those benefits or features when they deem it necessary or appropriate under the Plan and/or as a matter of fiduciary duty.

Annual deductible and out-of-pocket limits shall be reduced proportionately with the number of months remaining in the calendar year at the time the benefit changes are implemented for all Plans (including retirees).



Safeway, Inc.



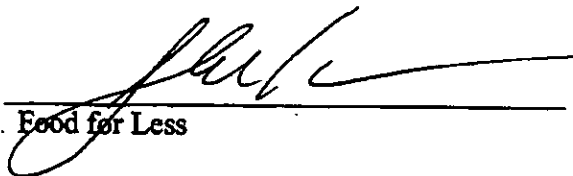
UFCW Local 711



Smith's Food & Drug



Albertson's, Inc.



Food for Less

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	CURRENT	POSSIBLE COMPREHENSIVE PLANS		
		Plan C	Plan B	Plan A
ELIGIBILITY	Not Applicable	Single coverage for the first 12 months of eligibility. Children covered in 13 th month. Family covered in 25 th month.	Beginning with 37th month of eligibility.	Beginning with 73rd month of eligibility.
INITIAL ELIGIBILITY				
▪ Courtesy Clerks	After 3 consecutive months with 2-month lag	After 4 consecutive months with 1-month lag	Past prior 3 years in Plan C	Past prior 3 years in Plan B
Spouse/Children?	No	No	No	No
Medical?	Yes	Yes	Yes	Yes
Dental?	After 12 months of Medical eligibility	Yes – After 12 months of Medical eligibility	Yes	Yes
Orthodontic?	After 12 months of Medical eligibility	No	No	Yes
Vision?	Yes	Yes – After 12 months of Medical eligibility	Yes	Yes
Death/AD&D?	No	No	No	Yes
Disability?	No	Not offered	Not offered	Yes
▪ Fuel Station Attendants	After 3 consecutive months	After 4 consecutive months with 1-month lag	Past prior 3 years in Plan C	Past prior 3 years in Plan B
Spouse/Children?	No	Yes – See Eligibility	Yes	Yes
Medical?	Yes	Yes	Yes	Yes
Dental?	After 12 months of Medical eligibility	Yes – After 12 months of Medical eligibility	Yes	Yes
Orthodontic?	After 12 months of Medical eligibility	No	No	Yes
Vision?	Yes	Yes – After 12 months of Medical eligibility	Yes	Yes
Death/AD&D?	No	Yes	Yes	Yes
Disability?	No	Not offered	Not offered	Yes
▪ All Other Actives	After 3 consecutive months	After 4 consecutive months with 1-month lag	Past prior 3 years in Plan C	Past prior 3 years in Plan B
Spouse/Children?	Yes	Yes – See Eligibility	Yes	Yes
Medical?	Yes	Yes	Yes	Yes
Dental?	After 3 months of eligibility for Medical Benefits	Yes - After 3 months of eligibility for Medical Benefits	Yes	Yes
Orthodontic?	After 12 months of Medical eligibility	Yes - After 12 months of Medical eligibility	Yes	Yes
Vision?	Yes	Yes	Yes	Yes
Death/AD&D?	Yes	Yes	Yes	Yes

	CURRENT	POSSIBLE COMPREHENSIVE PLANS		
		Plan C	Plan B	Plan A
All Other Actives, Continued Disability?	Must maintain 9 months of Medical eligibility	Not offered	Yes	Yes
Retirees Spouse/Children? Medical? Dental? Orthodontic? Vision? Death/AD&D? Disability?	Retire under Pension Trusts with 10 years of service, and eligible for 5 of last 6 years; All benefits terminate on retiree's 65 th birthday Yes Yes No No No Yes - Death; Yes - AD&D (Retiree Only) No	Not Applicable	Same as current Self-Payment = \$175 per retiree per month Yes Same Medical/Drug and Death/AD&D Benefits as Active Plan B	Not Applicable
TERMINATION - Active Employees	If Minimum Work Requirement (MWR) is not met, but: (1) Remain Employed: Last day of the 3 rd month following the last calendar month when MWR was met. (2) Maintain Attachment: End of the month following the month employment is terminated.	If Minimum Work Requirement (MWR) is not met, but: (1) Remain Employed: Last day of the 2 nd month following the last calendar month when MWR was met. (2) Maintain Attachment: End of the month in which employment is terminated.		
INDEMNITY MEDICAL				
Plan Type	BASIC & MAJOR MEDICAL	COMPREHENSIVE¹	COMPREHENSIVE²	COMPREHENSIVE³
Lifetime Maximum	Major: \$1,000,000 per person	\$1,500,000 per person	\$1,500,000 per person	\$1,500,000 per person
Deductible	Basic: None; Major: \$50 per person	\$300/person, \$900/family PPO and Non-PPO combined	\$250/person, \$750/family PPO and Non-PPO combined	\$200/person, \$600/family PPO and Non-PPO combined
Coinsurance	Variable by benefit	PPO - 60%, Non-PPO - 50%	PPO - 70%, Non-PPO - 55%	PPO - 80%, Non-PPO - 60%

* Out-of-Area charges will be covered at the PPO level, but based on UCR charges.

² Unless otherwise noted, all expenses except doctors' office visits, will be subject to the deductible and coinsurance.

¹ Benefits are reduced without utilization review.

	CURRENT	POSSIBLE COMPREHENSIVE PLANS		
		Plan C	Plan B	Plan A
Coinsurance Maximum	Not Applicable	\$15,000 of Covered Charges per person	\$15,000 of Covered Charges per person	\$15,000 of Covered Charges per person
Hospital Daily Room and Board ⁽¹⁾	Basic: PPO - 100%, Non-PPO - 50% - \$4; Major: 64%	PPO - 60%, Non-PPO - 50%	PPO - 70%, Non-PPO - 55%	PPO - 80%, Non-PPO - 60%
Other Hospital Expense ⁽¹⁾	Basic: PPO - 100%, Non-PPO - \$400; Major: PPO - 80%, Non-PPO - 64%	PPO - 60%, Non-PPO - 50%	PPO - 70%, Non-PPO - 55%	PPO - 80%, Non-PPO - 60%
Outpatient Hospital/ Facility Charges for Surgical Services ⁽¹⁾	Basic: PPO - 100%, Non-PPO - \$840; Major: PPO - 90%, Non-PPO - 80%			
Surgeon	Basic: Scheduled Allowance; Major: PPO - 90% if authorized, Non-PPO - 80%			
Physician Inpatient Hospital Visits	Basic: \$10 per day (31 days), then 80% under Major			
Diagnostic Lab & X-Ray	Basic: \$200; Major: PPO - 90%, Non-PPO - 80%	PPO - 60%, Non-PPO - 50%; Limited benefits for: <ul style="list-style-type: none"> ▪ <u>Physical Exams</u>: \$150 maximum for physician exam services & lab/x-ray combined ▪ <u>Pap Smear & Pelvic</u>: \$50 maximum benefit; once per calendar year ▪ <u>Well Baby</u>: \$200 per calendar year 	PPO - 70%, Non-PPO - 55%; Limited benefits for: <ul style="list-style-type: none"> ▪ <u>Physical Exams</u>: \$150 maximum for physician exam services & lab/x-ray combined ▪ <u>Pap Smear & Pelvic</u>: \$75 maximum benefit; once per calendar year ▪ <u>Well Baby</u>: \$300 per calendar year 	PPO - 80%, Non-PPO - 60%; Limited benefits for: <ul style="list-style-type: none"> ▪ <u>Physical Exams</u>: \$150 maximum for physician exam services & lab/x-ray combined ▪ <u>Pap Smear & Pelvic</u>: \$100 maximum benefit; once per calendar year ▪ <u>Well Baby</u>: \$400 per calendar year
Radiation and Chemotherapy	Major: 80%	PPO - 60%, Non-PPO - 50%	PPO - 70%, Non-PPO - 55%	PPO - 80%, Non-PPO - 60%
Emergency Room Facility & Physician Charges	Basic: 100% if within 48 hours; Major: 80%	PPO - 60%, Non-PPO - 60% (Non-PPO - 50% if not a true emergency)	PPO - 70%, Non-PPO - 55% (Non-PPO - 55% if not a true emergency)	PPO - 80%, Non-PPO - 80% (Non-PPO - 60% if not a true emergency)
Ambulance	Basic & Major: \$75 per trip	PPO - 60%, Non-PPO - 60% (Non-PPO - 50% if not a true emergency)	PPO - 70%, Non-PPO - 55% (Non-PPO - 55% if not a true emergency)	PPO - 80%, Non-PPO - 80% (Non-PPO - 60% if not a true emergency)
Physician Office Visits	Basic: PPO - 100% after \$10 copay, Non-PPO - \$10 allowance per day, then 80% under Major	PPO - 100% after \$30 copay (deductible is waived); Non-PPO - 50% after deductible; Includes Preventive Care office visits	PPO - 100% after \$25 copay (deductible is waived); Non-PPO - 55% after deductible; Includes Preventive Care office visits	PPO - 100% after \$20 copay; Non-PPO - 60% after deductible; Includes Preventive Care office visits
Supplemental Accident	Basic: \$750/accident within 90 days	100% to \$750/accident within 90 days	100% to \$750/accident within 90 days	100% to \$750/accident within 90 days
Hearing Aids	\$400 per appliance for each ear during any 3-year period	\$400 per appliance for each ear during any 3-year period	\$400 per appliance for each ear during any 3-year period	\$400 per appliance for each ear during any 3-year period

	CURRENT	POSSIBLE COMPREHENSIVE PLANS		
		Plan C	Plan B	Plan A
Chiropractic	100% coverage by a Golden Healthcare provider; Limited to 30 visits per calendar year	100% after \$0 copay (deductible is waived); Limited to 30 visits per calendar year	100% after \$0 copay (deductible is waived); Limited to 30 visits per calendar year	100% after \$0 copay (deductible is waived); Limited to 30 visits per calendar year
Podiatry	100% coverage by a PPOC provider	100% coverage by a PPOC provider	100% coverage by a PPOC provider	100% coverage by a PPOC provider
Preventive Care:				
▪ Physical Exams (Employee & Spouse Only)	\$50 maximum benefit for physician and \$100 for lab and x-ray exams	See Diagnostic Lab & X-Ray, physician's exam pay as other Physician Office Visits	See Diagnostic Lab & X-Ray, physician's exam pay as other Physician Office Visits	See Diagnostic Lab & X-Ray, physician's exam pay as other Physician Office Visits
▪ Pap Smear & Pelvic	\$50 maximum benefit; once per calendar year			
▪ Well Baby	\$200 per calendar year			
▪ Immunizations	\$15 per immunization			
Prenatal Program	Beech Street M.O.M. Program	Same as current	Same as current	Same as current
EMAP				
▪ Deductible	Separate \$100 deductible per person, \$300 per family	No separate deductible	No separate deductible	No separate deductible
▪ Inpatient Mental Health Services	100% of the first \$2,000 of covered charges; 80% of the next \$4,000 of covered charges; then 100% thereafter. Limited to 30 days per calendar year.	60% of the first \$4,000 of covered charges, then 50% of the remaining covered charges; Limited to 30 days per calendar year.	70% of the first \$4,000 of covered charges, then 55% of the remaining covered charges; Limited to 30 days per calendar year.	80% of the first \$4,000 of covered charges, then 60% of the remaining covered charges; Limited to 30 days per calendar year.
▪ Inpatient Chemical Dependency Treatment	1 st Course: 100% of covered charges; 2 nd Course: 85% of covered charges; 3 rd Course: 70% of covered charges. Lifetime maximum of 3 courses. Not subject to deductible.	1 st Course: 60% of covered charges; 2 nd Course: 55% of covered charges; 3 rd Course: 50% of covered charges. Lifetime maximum of 3 courses.	1 st Course: 70% of covered charges; 2 nd Course: 60% of covered charges; 3 rd Course: 50% of covered charges. Lifetime maximum of 3 courses.	1 st Course: 80% of covered charges; 2 nd Course: 70% of covered charges; 3 rd Course: 60% of covered charges. Lifetime maximum of 3 courses.
▪ Outpatient Services	100% of the first \$2,000 of covered charges; then 80%. Limited to 50 visits/calendar year combined mental health and chemical dependency treatment.	100% after \$30 copay (deductible is waived); Limited to 50 visits/calendar year for mental health and chemical dependency treatment combined.	100% after \$25 copay (deductible is waived); Limited to 50 visits/calendar year for mental health and chemical dependency treatment combined.	100% after \$20 copay (deductible is waived); Limited to 50 visits/calendar year for mental health and chemical dependency treatment combined.

	CURRENT	POSSIBLE COMPREHENSIVE PLANS		
		Plan C	Plan B	Plan A
PRESCRIPTION DRUGS				
• Maximum Days Supply	60 days; 100 days when medication is required on continuing basis for chronic or permanent condition	30 days; 90 days when medication is required on continuing basis for chronic or permanent condition	30 days; 90 days when medication is required on continuing basis for chronic or permanent condition	30 days; 90 days when medication is required on continuing basis for chronic or permanent condition
• Generic Copay	\$1	\$10	\$10	\$10
• Brand Formulary Copay	\$8 – If no generic available; \$15 – If generic available and physician does not prohibit	\$25 If a generic is available, the participant pays the difference in price between generic and brand.	\$25 If a generic is available, the participant pays the difference in price between generic and brand.	\$20 If a generic is available, the participant pays the difference in price between generic and brand.
• Brand Non-Formulary Copay	Same as Above	\$50	\$50	\$40
• Annual Deductible	None	None	None	None
• Maximum Benefit	\$1,500 per person/calendar year; Benefits in excess of \$1,500, then Major Medical	Unlimited under drug card program (no benefits paid under the medical plan)	Unlimited under drug card program (no benefits paid under the medical plan)	Unlimited under drug card program (no benefits paid under the medical plan)
DENTAL BENEFIT				
Deductible	None	None	None	None
Maximum Benefit	\$1,800 per person	\$1,000 per person	\$1,400 per person	Same as current
Plan Payment	80% of covered charges	80% of covered charges	80% of covered charges	
ORTHODONTIC BENEFIT				
Maximum Benefit	\$2,000 per person	Not offered	\$1,000 per person	Same as current
Plan Payment	80% of covered charges		80% of covered charges	
VISION BENEFIT				
Copay	\$10	Same as current	Same as current	Same as current
Exam Frequency	12 months			
Lenses	12 months			
Frames	24 months			
DEATH AND AD&D				
Death and AD&D Benefits	\$20,000	Fuel Station Attendants and All Other Actives Only	Fuel Station Attendants and All Other Actives Only	Same as current for All Employees
Death Benefits (Dependents)	\$3,000			

DISABILITY INCOME

1 st 13 Weeks	\$300 maximum benefit per week, not to exceed 60% of average wages	Not offered	\$150 maximum benefit per week, not to exceed 30% of average wages	Same as current
2 nd 13 Weeks	\$125 maximum benefit per week, not to exceed 80% of average wages		\$62.50 maximum benefit per week, not to exceed 30% of average wages	