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Title: **Giant Eagle Markets Company and United Food & Commercial Workers International Union (UFCW), AFL-CIO, Local 23 (1999) - MOA**

K#: **6344**

Employer Name: **Giant Eagle Markets Company**
Location: **OH PA WV**

Union: **United Food & Commercial Workers International Union (UFCW), AFL-CIO**

Local: **23**

SIC: **5411**

NAICS: **445110**

Sector: **P**

Number of Workers: **4000**

Effective Date: **03/01/99**

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K#6344

ees = 4,000

AGREEMENT

This Agreement is by and between GIANT EAGLE MARKETS COMPANY, 101 Kappa Drive, Pittsburgh, Pennsylvania 15238, hereinafter referred to as the "Company", and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL #23, 345 SouthPointe Boulevard, Suite 300, Canonsburg, PA 15317, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "Union."

Article I
Purpose and Intent

1.1 The Company and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Company, to promote efficiency and service, and to set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

Article II
Recognition and Jurisdiction

2.1A The Company recognizes the Union as the sole and exclusive bargaining agent for Grocery, Bakery and Produce Department employees working in the Company's stores as clerks which are operated or which may be operated in the various counties of Pennsylvania, Ohio and West Virginia as defined by the jurisdiction of Local 23 - United Food and Commercial Workers International Union. Such employees shall be engaged in the handling or selling of merchandise, including foods packed in cans or jars, canned fish, butter, eggs, baked goods prepared both on and off the premises, frozen foods, (excluding those frozen foods customarily and normally handled and sold in the Meat Department), produce, and all other merchandise handled and sold in the store area. This provision shall exclude those employees who are covered by another Collective Bargaining Agreement.

2.1B The positions of Assistant Manager, Third Person, Head of Night Crew, Produce Manager, Bakery Manager, Floral Manager, Photo Lab Manager, Office Manager, and Video Manager (who manages destination stores as previously stated in Letter of Understanding of February 1, 1994) shall be non-union positions and not covered by this Agreement, but said positions shall perform the same work described in Paragraph 2.1A above and Article 8 below as well as all work performed in the past.

2.1C The Company agrees to create a new Union position of Assistant Produce Manager, Assistant Bakery Manager, HBC Manager, and Point of Sale Managers. This position will be a full-time position and offered by the Company through the Management Selection Process. The selected employee will receive a twenty-five cents (25¢) per hour premium above their existing rate. The Company may remove employees from these positions at the Company's discretion. Any employee removed from their position will return to their former position and rate of pay.

Duration = 3/1/99 – 6/20/2004

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Assistant Bakery Managers

2.1D It is understood the Company shall create the position of Assistant Bakery Manager under the following terms and conditions:

1. The position will be full-time.

2. Employees will be selected through the Management Selection Process.

3. Selected employees will receive a twenty-five cent ($.25) per hour premium above their existing hourly rate of pay.

4. The Company may remove employees from these positions at the Company's discretion. The affected employee may return to their former position and rate of pay.

Cigar Shop Manager

2.1E In Stores where the Company deems to create the position of Cigar Shop Manager, that position shall be a full-time bargaining unit position.

The Company will have sole right to hire qualified employees from outside the bargaining unit, after first offering the position to qualified employees within the unit by posting the job opportunity. The Company shall have the sole right to determine whether a unit person is qualified. However, that decision is subject to being challenged in the grievance procedure.

The cigar shop manager shall be a member of the bargaining unit.

The starting rate for Managers will be $8.00 per hour and those managers will receive the same yearly contract increases as negotiated for clerks at the thereafter rates.

2.2 This Agreement shall be binding upon the parties hereto, their heirs, successors and assignees. Subject to Paragraph 9.24, in the event of a bona fide sale or transfer of any store covered by this Agreement during the term hereof, the new owner or such transferee shall be notified of the obligation of this Agreement and shall be required to become a party hereto.

Article III
Management Rights

3.1 The management of the business and the direction of the work force, including, but not limited to the right to plan, direct, and control store operations; to establish merchandising and pricing policies; to hire, suspend, or discharge for just cause; to assign and allocate work, to transfer employees because of lack of business or for other legitimate reasons; to study or introduce new or improved methods or facilities; to establish and maintain reasonable rules and regulations covering the operation of the store; to layoff; schedule employees, including the right to grant a requested schedule restriction,

determine the size and composition of the work force, and to carry out the ordinary and customary functions of management, not inconsistent with provisions of this Agreement, are vested exclusively in the Company. Such rights shall not be used for the purpose of discrimination against any member of the Union.

Article IV
No Strike Clause

4.1 Pending the settlement of any grievance between the parties in accordance with the grievance and arbitration procedures established in this Agreement, there shall be no strike, slow-down, picketing, boycott, sympathy strike or other concerted interference with work called for or authorized by the Union, nor shall there be any lockout of the employees by the Company.

4.2 At the conclusion of the Contract before authorizing the establishment of a picket line, Officers of the Union will meet with Officers of the Company to inform them of the official position of the Union regarding the establishment of a picket line. The Union agrees to give seventy-two (72) hours notice of a strike and the establishment of a picket line.

4.3 The Union will not refuse to cross a primary picket line until the primary picket line has been duly sanctioned by the United Food and Commercial Workers International Union, AFL-CIO, and until the Company has been officially notified by the Union. The only picket line which is primary at Giant Eagle facility is a picket line by Giant Eagle employees represented by Local 23.

4.4 In the event a bona fide primary picket line has been authorized and established, it shall not be a cause for discipline or discharge if members of Local 23 refuse to cross the authorized and established primary picket line. The only picket line which is primary at a Giant Eagle facility is a picket line by Giant Eagle employees represented by Local 23.

Article V
Union Shop

5.1 There shall be no discrimination against employees or applicants for employment because of race, color, religion, national origin, disability, sex or age. The Company and the Union each expressly recognize their responsibility to make reasonable accommodations and to comply with all provisions of the Americans with Disabilities Act and other federal, state or local anti-discrimination laws. The parties agree, however, that any such accommodation shall not be contrary to the other provisions of this Contract except where no other reasonable accommodation is available.

5.2 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is the latter, shall remain members in good standing. It shall be a condition of employment that all employees covered by this Agreement, who are not members of the Union in good standing on the effective or execution date of this Agreement, whichever is the latter, shall, on the thirty-first (31st) day following the effective or execution date of this Agreement, whichever is the latter, become and remain members of the Union in good standing. For the purpose of this Article, Union membership in

good standing shall require only the payment of periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

5.3 Stewards of this Union shall, at all times, be full-time or part-time employees and shall be the last laid off in any case. Stewards shall be the last persons transferred from a store unless such transfer has been approved by the Company and the Union. In no event shall Stewards be empowered to call a work stoppage. The Union shall furnish the Company a complete list of Stewards, which list shall be supplemented from time to time as may be necessary.

5.4 Neither the Union nor its members shall engage in Union activities on the Company's time or in the Company's stores; however, for the purpose of administering the provisions of the Agreement, duly authorized representatives of the Union may enter the stores covered by this Agreement during regular working hours. The Company shall not discriminate against any employee for upholding Union principles or engaging in activities of the Union which do not affect the conduct of the business.

5.5 The Union shall furnish one (1) Union Shop Card, and or decal for each of the Company's stores covered by this Agreement. Such Union Shop Card or decal shall remain the property of the Union and shall be surrendered to the Union upon demand.

5.6 The Company may assign more than one (1) member of the same family in the same store. If a problem occurs, the Company and the Union will meet to take what ever action is necessary to resolve the issue. This action could include, but is not limited to transfer to other stores or departments.

5.7 Stewards of the Union will receive one (1) day off with pay each year of this Agreement for purposes of Union Conferences. This provision shall not apply to more than two stewards per store.

5.8 The Employer shall be held harmless against any and all claims, demands, suits, or other forms of liability; excluding attorneys fees, that shall arise out of or by reason of action taken by the Employer in reliance upon the above mentioned authorization or deduction of fees, dues, or assessments from wages in compliance with the Union Security provision of the Contract.

Article VI
Probationary Period

6.1 The probationary period for new employees covered by this Agreement shall be forty-five (45) days. During this period employees may be subject to termination by the Company for any reason. An additional fifteen (15) days probationary period may be requested by the Company in instances where it is believed to be beneficial to provide a longer training period or where additional time is needed for probationary evaluation. The Union will be advised as to the names and hiring dates of those employees whose probationary and training periods are extended. The employee in question and steward or committee person shall be notified of such extension in addition to the Union.

6.2 For employees hired specifically for a new or substantially remodeled store up to and including the day the store is opened the probationary period shall be ninety (90) days.

Article VII
Authorization for Deduction of Union Dues, Etc.

7.1 The Company agrees to deduct weekly union dues, the initiation fee, and assessments from the wages of the employees in the bargaining unit who provide the Company with a voluntary written authorization to do so. Such authorization shall be irrevocable for a period of not more than one (1) year or beyond the termination date of this Agreement, whichever comes first. Such deductions shall be made by the Company weekly from the wages of the employees and such deductions shall be forwarded to the President of the Union weekly. In the event no wages are due an employee, or the wages of an employee are insufficient to cover the required deductions, the deductions for such week shall nevertheless be made from the wages of an adequate amount next due the employee and thereupon transmitted to the Union. The Company shall promptly notify the Union in writing of any revocation of the aforesaid authorization.

7.2 The Company agrees to deduct from an employee's earnings each payroll period, including vacation pay, the amount specified by an employee on the Local 23 Federal Credit Union written authorization for payroll deductions. Payroll deductions will commence with the payroll period following receipt of an employee's written authorization for Local 23 Federal Credit Union payroll deductions. The Company agrees to forward such payroll deductions to the Local 23 Federal Credit Union within seven (7) days following each payroll period for each employee.

7.3 The Company agrees to provide a payroll deduction for voluntary ABC contributions. Such deductions shall be made on a weekly basis and the total amount so deducted shall be paid to the President of the Union weekly.

Article VIII
Clerks Work Clause

8.1 All work and services performed in the stores connected with or incident to the handling or selling of all merchandise as specified in Article 2, Paragraph 2.1A, offered for sale to the public in the Company's retail stores covered by this Agreement, shall be performed by employees as specified in Article 2, Paragraph 2.1A and 2.1B. No salesperson shall be permitted to perform any stocking service in the store, except prior to or when the Company opens a new store or remodeled store, where salesmen may perform stocking services for a period of time up to one (1) month after the stores opening or reopening. The Union recognizes, however, that the bread salespersons and salesperson of Housewares, Inc., have performed limited stocking service as past practice and as such, the bread salespersons and salespersons of Housewares, Inc., are permitted to continue to perform services as in the past.

8.2 Salespersons may check their merchandise for rotation; however, the actual stocking of all new merchandise shall be performed by an employee of the Company, except as provided in Paragraph 8.1 above.

8.3 It is understood by both parties that the following has been agreed to regarding the use of salesmen in the Giant Eagle Markets Stores.

MAGAZINES, SPICES, GOURMET COFFEE, AND SPECIALTY FOOD: **Magazines, Spices, Gourmet Coffee, and Specialty Food such as Edgar Miller and Delallos, salesmen to do all work.**

BOOKS: Book sections will be serviced by salesmen.
Exception – In certain stores the volume of business in the book centers require some amount of clerk work and in those stores, clerks may perform limited work. Examples, book centers at store #72 and store #14.

GREETING CARD SECTIONS: Greeting cards will be serviced by salesmen only.

SNACK SECTIONS: The snack section (potato chips, pretzels, corn products) of the store will be serviced by the clerks only. The rotation of product and checking of merchandise for in-code will still be done by the salesmen.
Displays - salesmen will build all displays.
clerks will maintain all displays.

CAKE SECTIONS: The following vendors will service their own sections –

* Dolly Madison
* Entenmann's
* Little Debbie
* Blue Bird
* Tasty Cake
* Hostess
* Nickles

SODA POP: Shelf stock – clerks only
Displays – **salesmen will build all displays.**
clerks will maintain all displays.

COOKIES: The following vendors will service their own sections –

* Stella D'oro
* Archway
* Pepperidge Farms
* Cookie Land

L'EGGS: L'eggs racks will be serviced by salesmen

BEER AND WINE: Beer and wine will be handled by the clerks

RESET WORK: **Salesmen will do all reset work.**

GENERAL MERCHANDISE AND HEALTH AND BEAUTY AID ITEMS: General Merchandise Merchandisers function in the general merchandise and Health and Beauty Aid areas with responsibility for resetting sections, maintaining new items, discontinuing items and performing limited stocking duties as defined in the language in Paragraph 8.1 for salespersons of Housewares, Inc. It is understood that the intent of this Agreement is not to broaden the General Merchandise Merchandisers duties beyond what work functions they are currently performing.

It is also understood that this Agreement can not anticipate all of the new vendors or issues that could arise in the future. Any issues not covered here, or new vendor that services the stores, will be the subject of discussion between the Company and the Union before any salesmen work is implemented.

8.4 Floor Stripping Crews:

1. **Giant Eagle Markets Company shall have the right to enter into contracts with outside companies for those companies to perform floor stripping work within stores owned and operated by Giant Eagle Markets Company.**

2. **Giant Eagle will post a sign up list to provide hours for employees who desire to perform work related to the floor stripping, i.e., moving and rebuilding displays, sweeping floors, etc.**

3. **Employees volunteering to work will be scheduled extra hours over and above their normally scheduled hours of work.**

Article IX
Seniority

9.1 A full-time employee is one who is employed forty (40) hours per week, five (5) eight (8) hour days.

9.2A A part-time employee in the work force prior to June 2, 1991 is one who is employed a minimum of twenty (20) hours per week and a maximum of thirty-two (32) hours per week, in no more than five (5) days.

A part-time employee hired on or after June 2, 1991 is one who is employed a minimum of sixteen (16) hours per week and a maximum of thirty-two (32) hours per week in no more than five (5) days.

9.2B A part-time employee in the workforce for a minimum of six (6) months may agree to waive the guaranteed minimum hours and work fewer hours to accommodate their own personal schedules if the Company approves.

9.3 Seniority shall be on a Company-wide basis. **Full-Time employees shall have seniority over part-time employees in all cases.**

9.4 Part-time employees shall have their date of hire or last date of rehire as their part-time seniority date.

9.5 Full-time employees shall have their date of hire or last date of rehire as their full-time seniority date, except when a part-time employee is reclassified to a full-time position, in which case the seniority date for purposes of the full-time rate of pay shall be determined as set forth in Paragraph 9.6 below.

9.6A The Company reserves the right to grant or deny a requested transfer from one seniority group to another.

If an employee is permitted to transfer to another seniority group:

they will retain their original hire date or revised date for purposes of calculation of vacations and benefit eligibility. Vacation and benefit levels will be based on their new job classification; and;

they will go to the appropriate wage bracket or thereafter rate for the employee's new classification according to the employee's original date of hire (or revised date if promoted from part-time to full-time) regardless of whether the new wage rate is higher or lower than their pre-transfer rate; and;

that employee will have seniority within the employee's new job classification for purposes of layoffs and scheduling of hours, based on their date of transfer into the new seniority group.

9.6B When a part-time employee is reclassified to a full-time position, the employee reclassified shall receive credit toward his or her full-time seniority date for all hours worked since the date of hire or last date of rehire on the following basis: the total number of hours worked since the date of hire or last date of rehire will be divided by forty (40) to establish the number of full-time weeks to be credited toward the employee's full-time seniority date. The employee's seniority date prior to reclassification will be revised in accordance with the total number of full-time weeks credit and the employee's name will be placed on the full-time seniority list in the appropriate order of the revised full-time seniority date. The employee's revised full-time seniority date shall be applicable thereafter only for computation of the applicable rate of pay.

9.6C When a part-time employee hired after January 1, 1981, or promoted from the customer service clerk classification after March 22, 1981, is reclassified to a full-time position, the employee reclassified shall receive credit toward his or her seniority date for all hours worked only in the classification of part-time clerk on the following basis: the total number of hours worked only in the classification of part-time clerk will be divided by forty (40) to establish the number of full-time weeks to be credited toward the employee's full-time seniority date. The employee's seniority date prior to reclassification will be revised in accordance with the total number of full-time weeks credit and the employee's name will be placed on the full-time seniority list in the appropriate order of the revised full-time seniority date. The employee's revised full-time seniority date shall be applicable thereafter only for computation of the applicable rate of pay.

9.7 When a full-time position becomes available, the part-time employee with the greatest seniority shall be offered such full-time position provided the employee is available and has the physical ability to perform the necessary duties.

9.8 When a part-time employee becomes available for full-time assignments, it is his or her sole responsibility to give written notice of such availability to the Personnel Department and the Store Manager, with a copy to the Union.

9.9 When a full-time employee is involuntarily reduced to part-time status, the employee shall retain the applicable full-time hourly rate of pay being received as a full-time employee for the period of time the employee remains classified as involuntary part-time. When a full-time employee is involuntarily reduced to part-time status, the full-time Health & Welfare contributions shall continue to be paid by the Company for the period of time the employee remains classified as involuntary part-time.

9.10 When an involuntary part-time employee is offered a full-time position and such employee refuses to accept such full-time position, the applicable part-time rate of pay and benefits shall apply. When an involuntary part-time employee refuses to accept a full-time position, such employee's refusal shall be in writing and a copy of such written refusal shall be furnished to the Union.

9.11 When a full-time employee voluntarily requests a reduction to part-time status, the applicable part-time rate of pay and benefits shall apply. When a full-time employee voluntarily requests a reduction to part-time status, such employee's request shall be in writing and a copy of such written request shall be furnished to the Union.

9.12 When a full-time employee terminates his or her employment, the employee replacing the terminated employee or the reduced status employee shall become a full-time employee, provided all conditions as in the past are the same.

9.13 The Company shall furnish the Union and the Store Managers the following seniority lists, which lists shall be supplemented periodically and the changes furnished to the Union: Union Produce Managers, Full-Time Employees and Part-Time Employees.

9.14 Employees' names will be placed on the appropriate seniority lists in order of date of hire or last date of rehire, as set forth in Paragraph 9.4 and 9.5 above. If two or more employees have the same seniority date, the employees' names will be listed alphabetically in order of last name. A change in an employee's last name after date of hire or rehire will not change the alphabetical order of the employee's name on the appropriate seniority list. Should a problem arise with regard to two (2) or more employees with identical seniority dates, all hours worked since the date of hire or last date of rehire shall be totaled for each employee to determine the highest current seniority to be applied to the particular case involved, based on the highest total number of hours worked. Those employees who may have the same total number of hours worked on this basis shall draw lots in the presence of the Union and Company representatives assigned for this purpose.

9.15 In the event a lay-off is necessary, the last part-time employee hired or rehired shall be the first laid off. After the part-time seniority lists have been depleted, the Company shall lay off from the full-time seniority lists. Lay-offs shall be in the order of the lowest seniority first on each seniority list. In the event of reduction of hours, such hours shall be reduced from part-time employees prior to reduction from full-time employees.

9.16 In recalling from lay-off, the last full-time employee laid off shall be the first recalled from lay-off. After all full-time employees have been recalled from lay-off, the Company shall recall the employees from the part-time seniority lists. Recalls from lay-offs shall be in order of the highest seniority first on each seniority list.

9.17 In recalling an employee from lay-off, the Company shall call the laid-off employee at his or her listed home telephone number to advise of recall from lay-off to a specific position and location. In the event an employee indicates that he or she cannot return to work at that time or should a telephone call not be answered, a certified letter will be sent to the employee's last known address on the Company's records requesting a call to the Personnel Department within five (5) calendar days to indicate availability for recall from lay-off. If an employee does not call the Personnel Department to state their availability for recall from lay-off within five (5) calendar days of receipt of the certified letter, it will be assumed that the employee has voluntarily resigned and the Union will be so notified.

9.18 An employee, who is continuously laid off for a period of one (1) year shall be automatically terminated at the end of such period.

9.19 For purposes of transfers the Company shall fill the vacancies on the following basis:

A. When a vacancy occurs the Company shall make such transfers on the basis of previous request letters that have been submitted to the Company giving due regard to seniority with ability and experience to be considered.

B. Transfer request letters shall be submitted to the Personnel Department and addressed to 101 Kappa Drive, Pittsburgh, Pennsylvania 15238. The employee shall also submit a copy of said letter to the Union.

C. The employee shall have the right to reject such transfer from one store to another, however, the Company reserves the right to transfer a less senior employee within the store and within the classification to fill such openings.

D. In transferring of employees from one type of work to another, the Company reserves the right to exercise its sole judgment respecting the ability of the employee involved to perform the duties assigned.

E. Vacancies involving an upgrade in classification (i.e., promotion) after above lateral moves have been made, a bid letter will be posted in all stores for the specific opening.

F. New stores - A bid letter will be posted in all stores covered by this Agreement for bargaining unit openings in all classifications in the new store. Seniority with ability and experience will be the determining factors in filling of openings.

G. The Company will use its best efforts to make assignments to employees who have signed bid letters no later than three (3) weeks following the close of the bid letter. The Company will send to the Local Union Office a notice no later than the week following the notification of assignments.

9.20 If there is an opening in the night stocking crew, it will be offered to the employees in a particular store based on seniority, experience and ability. If the opening can not be filled in this manner, the least senior clerk in such store who has the experience and ability to do the job must take such night stocking job. Full-time employees on night crew shall have the right to bump a less senior full-time employee on daylight for any reason. A full-time daylight employee has the right to bump onto night-crew only when an opening occurs.

9.21 One (1) week's notice prior to permanent transfer, will be given to all employees by the Company.

9.22 An employee's date of hire (full-time or part time) will be used for vacation selection, Sunday work, and holiday work, rather than use revised dates. Use of revised dates shall not decrease an employee's rate of pay when promoted, provided further, full-time shall have seniority over part-time.

9.23 The Company to send one (1) company-wide seniority list to each steward and one (1) to each store, as revised each six (6) months.

9.24 If a store is closed, the Company will have the right to displace from each classification the number of positions previously maintained at the closed store. This shall be done by seniority on a Company-wide basis.

The last employee promoted to a full-time position in categories A and B below shall be the first employee to be reduced to part-time, if necessary, under this Article.

The affected employees in each classification shall be placed, as in the past, by the Company in the same or a lower classification displacing a less senior employee.

FOR PURPOSES OF THIS ARTICLE, CLASSIFICATIONS ARE:

A. Produce Manager (Union)
B. Full-Time Clerk
C. Part-Time Clerk Promoted Before 3/22/81
D. Part-Time Clerk Promoted Between 3/22/81 and 12/22/83
E. Part-Time Clerk Promoted After 12/22/83
F. Customer Service Clerk

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Bakery employees have separate seniority.

FOR PURPOSES OF THIS ARTICLE, CLASSIFICATIONS ARE:

A. Full-Time Baker Hired Before 1/1/81
B. Full-Time Baker Hired After 12/22/83
C. Part-Time Baker Hired or Promoted Between 1/1/81 and 12/22/83
D. Part-Time Baker Hired or Promoted After 12/22/83
E. Baker Apprentice Hired Between 1/1/81 and 12/22/83
F. Baker Apprentice Hired After 12/22/83

G. Part-Time Bakery Clerk Hired Between 1/1/81 & 12/22/83
H. Part-Time Bakery Clerk Hired After 12/22/83

A. Any full-time employee who may be reduced to part-time status as a result of this clause will maintain their full-time rate of pay and full-time benefits for such period of time as they remain reduced.

B. Demoted employees from the classification of full-time clerk to part-time clerk will have the first opportunity to new full-time clerk positions that become available. This shall be determined by the seniority of the affected employees.

C. The net effect of this Article shall be no increase in the total number of positions per wage classification as had been previously maintained in the remaining open stores.

D. For purposes of this Store Closing Article, an employee who elects to take a voluntary lay-off and has been displaced into a lower classification, will be moved to the new classification prior to taking the voluntary lay-off. Upon return to the work place, the employee will be placed in the new lower classification at the appropriate rate of pay, except as provided in 9.24A.

E. Part-time employees who are demoted will retain their Health and Welfare Benefits.

F. When a store closes under this Store Closing Article, Articles 9.7 and 9.12 do not apply.

G. In the event the Company would franchise any store that would be closed under this Article, the Company agrees that it will use its best efforts to encourage any such franchisee to offer employment to any displaced employee who desires the same.

H. The Company agrees not to close any store that is reasonably profitable. The definition of reasonably profitable is a net profit of one percent (1%) after taxes measured over any six-month period. The President of the Company or the Vice President of Operations will discuss in advance with the Union any proposed store closings.

I. The Company agrees that any future store that replaces another Corporate store will be opened as Corporate and the Company will not use store closing language (Article 9.24) on the closing store. Any other new stores that open will be opened under separate contracts with separate seniority. This paragraph does not restrict the Company's right to franchise stores, nor does it limit in any way any of the other provisions in Article 9.24.

J. The Company agrees to continue in effect the terms of the December 23, 1986 Non-bumping Agreement that was extended in 1989 for an additional four (4) stores for a total of five (5) stores.

K. During this Contract if a new Giant Eagle franchise store opens in a corporate stores' trading area (three miles), and adversely affects the profitability of the corporate store, that corporate store must remain open for at least one (1) year before the affected store can close.

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L. The Company agrees during the term of this Agreement to open two (2) retail store locations as Corporate stores..

9.25A A more senior employee may elect on a voluntary basis to be laid-off in lieu of a less senior employee within classification. It will be the obligation of any employee wishing to utilize this provision to inform their store manager. The Company will not be required to post any notices in connection with this provision.

9.25B The employee will also have the ability to return to work after utilizing this provision with two (2) weeks' advance notice. An employee utilizing this provision will receive the benefits of a laid-off employee.

Article X
Hours

10.1 The Company shall have the right to schedule the hours of work for each employee.

10.2A Scheduling errors are to be made known by 2:00 p.m. Saturday of the week in which the schedule is posted, except for employees not working. Employees not scheduled on Saturday will have until the end of their next work day to advise the store management of any errors in their schedules in order for the store to make the appropriate correction. If the schedule is not posted as required by the contract, scheduling errors are to be made known by 2:00 p.m. Sunday in order for the store to make the appropriate correction.

10.2B Full-time employee's work schedules shall be posted no later than Thursday at 2:00 p.m. of the preceding week, and the Shop Steward will be given a copy of this work schedule each week. No full-time employee shall have his or her schedule changed to avoid the payment of overtime. A tentative work schedule for part-time employees shall also be posted; however, the part-time schedule is subject to change, but not reduction, when necessary to meet current weekly business conditions. In cases of emergency, schedules can be changed, such changes to be noted on the posted schedule by the Manager, and the Steward to be advised immediately. The term "emergency" is to be qualified. Employees returning from sick leave or leave of absence refer to Paragraph 18.14.

10.3 Full-time employees shall not have their work schedule changed to avoid payment of overtime.

10.4 The work week for full-time employees shall be forty (40) hours, five (5) eight (8) hour days per week, exclusive of one (1) hour or one half (1/2) hour meal period.

10.4A During weeks other than holiday weeks an optional work week for full-time employees of four (10) hour days may be utilized with the following terms:

- The optional work week must be mutually agreeable between the Employer and the employee.

- Employees working this optional work week shall be scheduled at least forty (40) hours per week.
- The optional work week shall be offered in order of seniority within classification among employees who have the ability to perform the work.
- The optional work week shall be scheduled in accordance with the Sunday work and basic work week sections of this Contract.
- Sunday work shall be paid at the appropriate Sunday rate.
- All work over ten (10) hours per day shall be paid for at the appropriate overtime rate.
- Employees working ten (10) hour shifts shall receive a fifteen (15) minute rest period during the first half of the shift, and a fifteen (15) minute rest period during the second half of the shift. Employees scheduled ten (10) hour shifts will receive an unpaid lunch of half (½) an hour or one (1) hour.
- Payments for non-occupational disabilities will be administered under the current system.
- Bereavement leave will be administered on the basis of four ten hour days off and three (3) regular days off for a total of seven (7) days off for full-time employees.
- Employees under the optional work week will be paid up to forty (40) hours of pay when taking vacation.

10.5 There shall be no split shifts for any of the employees.

10.6 Each employee shall receive a rest period as follows: One (1) fifteen (15) minute rest period for every four (4) hours worked. Employees scheduled to work eight (8) hours a day shall receive two (2) fifteen minute rest periods; the first in the morning and the second in the afternoon or the first in the afternoon and the second in the evening. Rest periods shall be granted without loss in pay as near to the middle of the work period as is practical. Any employee who is scheduled to or works six (6) hours or more in any day shall receive two (2) paid fifteen (15) minute rest periods.

10.7 All hours of work scheduled after 6:15 p.m. shall be considered night work. Full-time employees shall not be required to work more than two (2) nights Monday through Saturday. Those employees assigned to night stocking are excluded from these limitations. Rotation of night work shall be enforced. Where a problem arises in a particular store because of the night limitations, a workable schedule applicable to that store shall be discussed and agreed upon by both parties of this Agreement.

10.8 A part-time employee, who is available for work only certain hours due to other commitments, shall not cause the reduction of hours of work of any other full-time or part-time employee with less seniority when such employee's commitments no longer interfere with availability for work.

10.9 All employees who are scheduled for work or who are called in and report for work for the hours scheduled in any one (1) day, shall be guaranteed four (4) hours work or four (4) hours pay in lieu of work, except when on overtime or if the employee is not available for four (4) hours.

10.10 All part-time employees with five (5) or more years of continuous service shall be guaranteed not less than twenty-four (24) hours. This paragraph shall apply only to employees hired prior to January 1, 1978.

10.11 An employee detained from work for any reason shall notify the Store Manager or Assistant Store Manager as soon as possible, but in no event less than one (1) hour prior to the beginning of their work shift.

10.12 An employee off work shall give notice of intention to return to work by notifying his or her Store Manager or Assistant Store Manager. An employee returning to work from an illness of one week or more shall notify the above prior to 12:00 noon Friday preceding the week in which he or she desires to return to work.

10.13 Unless mutually agreeable, the Company shall schedule a minimum of eight (8) hours between the ending of any employee's work shift and the beginning of the employee's next shift. However, where mutually agreeable, the Company may schedule less than eight (8) hours.

10.14 In scheduling hours of work for part-time employees, hours will be scheduled by seniority as in the past. Less senior part-time employees shall not be scheduled for more hours than more senior employees. It is understood by both parties to this Collective Bargaining Agreement that there are situations where employees do not want to work night crew hours. In those instances, preferences for those hours will be given to regular night crew employees.

10.15 All employees who are considered minors under State regulations will be scheduled and receive an unpaid thirty (30) minute lunch period whenever working five (5) hours per day. This break shall occur before the completion of five (5) hours.

This break will be in addition to other contractually agreed breaks, but not in addition to scheduled lunch periods.

Article XI
Premium Pay

11.1 Employees are not permitted to work before or after their scheduled hours unless authorized in advance by the Store Manager or the Assistant Store Manager.

11.2 Employees covered by this Agreement shall work overtime when necessary. All hours of work performed in excess of forty (40) hours per week or in excess of eight (8) hours per day shall constitute overtime and shall be paid at time and one-half the employee's regular hourly rate of pay.

11.3 Overtime shall be paid on either the day or the week, whichever is greater, but not on both.

11.4 Employees scheduled to work night stocking shall receive the premium pay of thirty (30) cents per hour in addition to the employee's regular hourly rate of pay. If such employee is on overtime, the thirty (30) cents per hour premium pay shall not apply.

11.5 All hours of work performed prior to 6:00 a.m. and all hours of work performed in excess of one (1) hour after scheduled store closing shall be paid at thirty (30) cents per hour in addition to the employee's regular hourly rate of pay. If such employee is on overtime, the thirty (30) cents per hour premium pay shall not apply.

11.6 All work performed on the sixth (6th) day shall be paid at the rate of time and one half (1 1/2). For purposes of this Article the sixth (6th) day shall be the 6th day the employee is called into work for which he/she was not originally scheduled.

11.7 **Part-time employees hired prior to June 2, 1991 who work in excess of thirty-two (32) hours in a week, will be paid the full-time rate for all hours in that week.**

Article XII
Sunday Work

12.1 All employees hired before April 18, 1988 shall be paid at time and one-half (1 1/2) for all work performed on Sunday.

12.2 Employees hired on or after April 18, 1988 and prior to June 3, 1991 shall be paid a premium of one dollar and fifty cents ($1.50) per hour for all work performed on Sundays.

12.3 Employees hired on or after June 3, 1991 will receive fifty ($.50) cents per hour premium for Sunday hours worked in the first year of their employment, seventy-five ($.75) cents per hour premium for Sunday hours worked in the second year of their employment and one ($1.00) dollar per hour premium for Sunday hours worked in the third year of their employment and thereafter.

12.4 Sunday work shall be offered to employees on a voluntary basis within the full-time, part-time, and customer service clerk classifications on a 1 to 1 ratio between each classification. Full-time Employees shall be scheduled by seniority from a sign-up list posted in each store from noon Sunday until 6:00 p.m. on Tuesday. Part-time clerks and customer service clerks shall be scheduled by rotation within their respective classifications from a list of volunteers. In the event that the Company is unable to obtain the necessary number of volunteers for each classification then the Company shall have the right to schedule employees by inverse seniority within each classification, maintaining the 1 to 1 ratio between classifications. Employees volunteering for Sunday shall indicate whether they wish to work Sunday within the work week or outside the work week.

Employees may volunteer to work the Sunday prior to their vacation as per Section 12.4 above and also when laid-off. In this event Sunday is outside their regular work week.

Article XIII
Rates of Pay

13.1 Rates of pay shall be in accordance with the Schedule of Rates of Pay, which is attached hereto and is made a part of this Agreement.

13.2 Should the Company establish a new job classification, the rate of pay for such classification shall be negotiated with the Union.

13.3 When non-union management are absent from work for three (3) days or more, the Union employee who replaces the absent position will be paid the hourly rate as stated in the Addendum to this Agreement.

Experienced Rates For Bakers

13.4 It is understood that the Company shall agree to pay the following experienced rates of pay for newly hired bakers under the following terms and conditions:

1. The Company shall add an additional ten cents ($.10) per hour for each full year of previous experience in the retail baking industry to the starting rate of pay.

2. Such experience shall be written on the employment application and shall be of the type similar to the scope of work expected of bakers in the classification.

3. In no event shall the starting rate exceed the current thereafter rate.

4. This agreement will be effective upon signature of the parties hereto.

5. Bakers receiving an experience rate will move to the next higher wage bracket on their one (1) year anniversary of employment and then progress each year thereafter until they reach the thereafter rate of pay.

6. Those experienced bakers not receiving an experienced rate in accordance with this agreement, will be eligible for an appropriate wage adjustment in accordance with this agreement, upon request by the employee and verification by the Company, effective the first payroll period following such request by the employee. Any such adjustment shall be based on the starting rate of $6.00 per hour and any further increases as described in #5.

Article XIV
Discharge

14.1 The Company shall not discharge any member of the Union without first giving written notification to the Union and discussing such proposed discharge with representatives of the Union. The Company shall not be required to give written notification of discharge to the Union in cases where the Company has proof that an employee is guilty of intoxication or dishonesty.

14.2A Any employee who enters into a retail food store business competing directly with the Company will be subject to discharge.

14.2B It is understood by both parties to the Collective Bargaining Agreement that an employee who wishes to work for competition will be allowed to do so.

For purposes of this Agreement, "working for competition" means working for a competitor of Giant Eagle Markets Company, but does not include working in an employee's own business competing against the Company. An employee who works in their own business competing against Giant Eagle Markets Company will be terminated in compliance with Article 14.2A.

Article XV
Grievance and Arbitration Procedures

15.1 Employees shall have the unqualified right to register complaints or grievances and to testify in any proceeding involving the provisions of this Agreement without in any way jeopardizing their employment status or being subject to discrimination.

15.2 In the event any differences or complaints over the interpretation or application of the terms of this Agreement occur, the following procedure shall apply:

Step 1: All grievances must be submitted to the Company in writing within fourteen (14) days after the occurrence of the event giving rise to the grievance, or the Union or the aggrieved employee's knowledge of the event. During this fourteen (14) day period, the shop steward or Union representative shall attempt to resolve the grievance or complaint with the Store Manager. Failure to submit the grievance in writing within the fourteen (14) day period will result in its being irrevocably waived. These time limits do not apply to payroll errors.

Step 2: If the grievance remains unresolved, a meeting will be held between a Union representative and the Labor Relations Manager or his/her designate within twenty-one (21) days of the event or knowledge of the event.

Step 3: In the event the grievance still remains unresolved, a meeting shall be held between a Union representative, the Labor Relations Manager and/or any other designated administrative executive of the Company within thirty-five (35) days of the event or knowledge of the event.

Step 4: If the grievance still remains unresolved, the Company must submit its written response to the Union within seven (7) days following the last meeting. Failure of the Company to respond within seven (7) days will result in the grievance being automatically granted, unless otherwise mutually agreed.

Step 5: If the grievance still remains unresolved, the Union may request arbitration within twenty (20) days following receipt of the Company's written response to the grievance, except that this time limit may be extended in the event that the Union's decision is overruled by the Union's Executive Board, and in that case the twenty (20) day period will run from the date of the Executive Board decision.

15.3 The notice of intent to arbitrate must be given in writing, and the difference or complaint shall be set forth in the letter of notification. The Company and the Union shall select a panel of nine (9) Federal Mediation and Conciliation Service arbitrators with NAA credentials. Either the Company or the Union may reject the first panel of arbitrators. The Company will pay wages only to individuals attending arbitration hearings pursuant to the Company's subpoena, and the Union will pay wages to members attending arbitration hearings at the Union's request.

The Arbitrator shall have authority only to interpret and apply the provisions of this Agreement and shall have no authority to add to, detract from, or in any way alter its terms.

15.4 Cases involving a discharge shall be brought before an arbitrator within ninety (90) days of the date of the request for arbitration, unless both sides mutually agree to an extension. All other cases shall be brought before an arbitrator within 120 days of the date of the request for arbitration, unless both sides mutually agree to an extension. The arbitrator, prior to his or her selection, shall be informed that he or she will be required to render a decision within thirty (30) days following the filing of briefs and the closing of the record.

15.5 The time limits specified in Steps 1, 2, 3, 4, and 5 above may be extended by mutual agreement between the Company and the Union but shall otherwise be decided against any employee, the Union or the Company for failing to observe the time limits. **The time limits involving Step 2, Step 3, and Step 4, shall not include Saturdays, Sundays and the six (6) contractually recognized holidays.**

15.6 During the consideration of any controversy by the grievance committee, neither party shall change the conditions existing at the time the controversy arose, nor utilize any coercive or retaliatory measures to compel the other party to accede to its demands.

15.7 Warnings, disciplinary action or other derogatory information shall in no manner be used against an employee:

a. After nine (9) months for the first offense;

b. After two (2) years for the second occurrence of the same offense. There shall be no time limit for the third occurrence of the same offense.

Article XVI
Holidays

16.1 The Employer shall grant every full-time employee covered by this Agreement a full holiday with pay on each of the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas; provided, however, that whenever any of these days shall fall on Sunday, the Employer shall grant every such employee a full holiday with pay on the following Monday. Employees shall not be required to make up said holiday. All hours of work performed on the above named holidays shall be paid at time and one-half the employee's regular hourly rate of pay, for all employees hired prior to April 18, 1988.

16.2A All employees hired on or after April 18,1988 and prior to June 3, 1991 will receive a one dollar and fifty cents ($1.50) premium for all hours worked on the above named holidays.

16.2B Employees hired on or after June 3, 1991 will receive fifty ($.50) cents per hour premium for Holiday hours worked in the first year of their employment, seventy-five ($.75) cents per hour premium for Holiday hours worked in the second year of their employment and one ($1.00) dollar per hour premium for Holiday hours worked in the third year of their employment and thereafter.

16.3 Full-time employees shall be scheduled by seniority from a sign-up list posted in each store. Part-time clerks and customer service clerks shall be scheduled by rotation within their respective classifications from a list of volunteers. The Sunday Volunteer Rotation List shall be applicable for Holidays. In the event that the Company is unable to obtain the necessary number of volunteers for each classification, then the Company shall have the right to schedule employees by inverse seniority within each classification.

16.4 During the week in which one (1) of the above holidays occur, full-time employees who work the scheduled work day before, the holiday (if scheduled), and the scheduled day after the holiday shall receive eight (8) hours pay in addition to the pay for the hours worked the same week. Any full-time employees who works a part of the holiday week and then is absent due to proven illness shall also receive holiday pay. Permanent full-time night crew employees shall receive the night crew premium in their holiday pay.

Holiday pay benefits for full-time, grocery, produce and bakery employees who are absent due to proven non-occupational or occupational disability will be paid for holidays in the following manner:

* **Eligible full-time employees who are off on disability will be paid for all holidays that occur during the first (1st) six (6) months following the month the disability commences.**

16.5 During the week in which one of the following holidays occur: Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day and New Years Day, the holiday work week shall be thirty-two (32) hours. All full-time employees shall be paid an additional eight (8) hours at straight time for these six holidays. On holiday weeks, any full-time employee can volunteer to work a forty (40) hour week at straight time and be paid for forty-eight (48) hours. No full-time employee under this Article can be compelled to work forty (40) hours at straight time during a holiday week, If a full-

time employee is compelled to work, he/she must be compensated at the rate of time and one-half (1½). Overtime at one and one-half (1½) times the straight time hourly rate of pay will not be paid in holiday weeks until the time actually worked exceeds the normal holiday week. Any work performed in excess of the above performed during the holiday week shall be compensated at the rate of time and one-half (1½).

16.6 Part-time employees who have completed six (6) months of employment from date of hire or last date of rehire, and who have worked their last scheduled workday prior to and first scheduled workday after a holiday shall be entitled to six (6) hours of holiday pay. Part-time employees working forty (40) hours in a holiday week shall be entitled to eight (8) hours of holiday pay. All employees hired after June 26, 1994 to be paid four (4) hours holiday pay and have a six (6) month wait prior to receiving this holiday benefit.

Holiday pay benefits for part-time grocery, produce and bakery employees who are absent due to proven non-occupational or occupational disability will be paid for holidays in the following manner:

* **Eligible part-time employees who are off on disability will be paid for all holidays that occur during the first (1st) four (4) months following the month the disability commences.**

16.7 When any of the holidays specified in Paragraphs 16.1 above occurs during an employee's vacation, the employees shall be paid holiday pay in accordance with the applicable provisions of Paragraphs 16.4 and 16.6 above.

16.8 Employees will not be required to work past 6:30 pm on Christmas Eve, the Company will follow the practice of competition in the grocery industry with regard to closing early on New Year's Eve.

16.9 Any employee on jury duty during the Holiday week will also receive the Holiday pay.

Article XVII
Vacations

17.1 Full-time employees shall be eligible for vacation with pay as follows:

One (1) week of vacation after one (1) year of continuous service

Two (2) weeks of vacation after three (3) years of continuous service

Three (3) weeks of vacation after seven (7) years of continuous service

Four (4) weeks of vacation after twelve (12) years of continuous service

Five (5) weeks of vacation after eighteen (18) years of continuous service

Six (6) weeks of vacation after twenty-three (23) years of continuous service

17.2 Part-time employees shall be granted a vacation subject to the same number of years of continuous service as pertain to full-time employees. Each week of vacation pay for a part-time employee shall be two per cent (2%) of the employee's earnings during the preceding calendar year except for vacation pay for the first year of vacation entitlement which shall be calculated on the same basis for the first twelve (12) months of employment.

17.3 Selection of vacation dates shall be based on seniority. Employees shall select their vacation dates on or before March 1st of each calendar year. The Company shall notify employees by April 1st of vacation schedules.

17.4 Vacations are not cumulative and employees entitled to a vacation must take the time off for this purpose within each calendar year.

17.5 Vacation pay for the entire period of vacation shall be paid at the same time the employee goes on vacation and shall be paid at the employee's regular hourly rate of pay in accordance with Paragraph 17.1 and 17.2 above. Permanent full-time night crew employees shall receive the night crew premium in their vacation pay during the period of time they are permanent full-time night crew employees.

17.6 When any of the holidays specified in Article XVI, Paragraphs 16.1 and 16.5 occurs during an employee's vacation, the employee shall be paid holiday pay in accordance with the applicable provisions of Paragraphs 16.4 and 16.6 of Article XVI, in addition to the vacation pay.

17.7 After qualifying for the first, second, third, fourth, fifth or sixth weeks of vacation, the following January 1st and every January 1st thereafter shall be the date the employees become entitled to the following year's vacation. Vacations may be taken between January 1st and December 31st of each year.

17.8 Employees who have completed one (1) or more years of continuous service and who are laid off due to lack of work, shall be eligible for vacation as specified in Paragraphs 17.1 and 17.2 above.

17.9 The Company reserves the right not to schedule a period of vacation exceeding two (2) consecutive weeks during the prime vacation months, i.e., June, July and August, with any remaining vacation to be scheduled at another time.

17.10 Employees who return from military service prior to October 1st of any year shall receive the full vacation allowance to which their length of service, including the time in the military, entitles them that calendar year in accordance with Paragraph 17.1 of this Article. Employees who return from military service after October 1st of any year shall not qualify for any vacation allowance that calendar year.

17.11 Years of service for vacations shall be determined by date of hire or rehire, rather than revised date.

17.12 Employees entitled to three or more weeks of vacation per year will have the right to take one or more days at a time of one (1) of the weeks. Employees with five (5) or more weeks of vacation may split up two (2) weeks of their vacation entitlement on the same basis and under the following conditions:

Notice must be given by Tuesday noon of the week preceding the day or days wished.

Store limit of one (1) employee per week per classification by seniority.

Split vacations cannot be take within seven (7) consecutive calendar days preceding Thanksgiving, Christmas, Easter or the Fourth of July.

17.13 Employees receiving workers' compensation payments will not also receive vacation pay for the same period of time, except that the employee will be entitled to take his or her vacation at some other period of time during the year. Also, if an employee who is on compensable disability is unable to take his or her scheduled vacation within the calendar year, he or she is entitled to take that time during the month of January the following year. In the event that the employee does not return from disability prior to the end of January of the following year, the employee shall be paid in lieu of the vacation to which he or she was entitled.

17.14 An employee shall forfeit his/her right to any unused vacation pay and personal days pay if discharged for wrongful misconduct. For purposes of this provision only, wrongful misconduct includes: (1) theft, and (2) malicious destruction of Company property. It is understood that the meaning of the term "theft" includes: (1) violation of the Company's Employee Purchase Policy, (2) coupon stuffing, and (3) deliberate underrings of the register.

17.15 An active employee reclassified and/or transferred from one bargaining unit or seniority unit to another will receive credit based on their original date of hire, or rehire, rather than revised date for purposes of vacations.

Article XVIII
Health and Welfare Benefits

18.1 The Company shall participate in and contribute to UFCW, Local 23 and Employers Health Fund.

18.2 The Company shall be bound by and assents to all terms of the Agreement and Declaration of Trust of the UFCW, Local 23 and Employers Health Fund, first created October 1, 1968, last restated and effective October 10, 1985, and any amendments thereto.

18.3 All full-time employees shall be eligible for applicable benefits effective the first (1st) day of the month following the completion of six (6) months continuous service from date of hire. All eligible part-time employees shall be eligible for applicable benefits effective the first (1st) day of the month following the completion of twelve (12) months continuous service from date of hire.

18.4 The following employees are not eligible for Health Benefits:

(A) Part-time employees who are students who were not covered prior to January 1, 1981;

(B) Part-time employees who are students who are hired on and after January 1, 1981;

(C) Employees who are reclassified on and after March 22, 1981, from Customer Service Clerk to part-time who are students;

(D) Part-time employees who work for another employer or self employed if:

(1) he /she restrict in any way his/her availability to be scheduled to work at Giant Eagle due to his/her other job or self employment; or

(2) he/she holds a regular full-time job. (Forty (40) hours per week Monday through Sunday)

(i) The Company agrees that it will not change part-time employees regular schedule with the intent to deprive them of any benefits provided here under.

(ii) In the event that a controversy arises concerning part-time employees entitlement to benefits, prior to the termination of benefits, the Company and the Union will meet to attempt to resolve the matter.

(E) Employees who are classified as Customer Service Clerk.

(F) An employee who voluntarily limits their hours so that they work less than sixty-four (64) hours in a four (4) week month or eighty (80) hours in a five (5) week month are not eligible for contributions and benefits in the following month.

18.5 Health benefits provided through the Employer's contributions to the UFCW, Local 23 and Employers Health and Welfare Fund are:

For eligible full-time employees hired prior to January 1, 1981 and their eligible dependents:

Hospital/Medical Benefits
Dental Benefits ($1,000)
Vision Care Benefits

For the eligible full-time employees hired prior to January 1, 1981:

Preventive Health Care Benefits
Life Insurance ($10,000)
Accidental Death and Dismemberment Insurance ($10,000)

For eligible full-time employees hired on and after January 1, 1981 with six (6) months of continuous service and their eligible dependents:

Hospital/Medical Benefits
Dental Benefits ($200 Plan)
Vision Care Benefits

For the eligible full-time employees:

Preventive Health Care Benefits
Life Insurance ($2,500)
Accidental Death and Dismemberment Insurance ($2,500)

For eligible full-time employees hired prior to January 1, 1981, but promoted from CSC after March 22, 1981, and their eligible dependents:

Hospital/Medical Benefits
Dental Benefits ($1,000)
Vision Care Benefits

For eligible full-time employees hired prior to January 1, 1981, but promoted from CSC after March 22, 1981:

Preventive Health Care Benefits
Life Insurance ($7,500)
Accidental Death and Dismemberment Insurance ($7,500)

For eligible part-time employees hired prior to January 1, 1981, except employees who are excluded in Paragraph 18.4 above:

Hospital/Medical Benefits
Dental Benefits ($1,000 Plan)
Vision Care Benefits
Life Insurance ($3,000)
Accidental Death and Dismemberment Insurance ($3,000)

For eligible part-time employees hired on and after January 1, 1981 and prior to June 26, 1994, except employees who are excluded in Paragraph 18.4 above:

Hospital/Medical Benefits
Dental Benefits ($200 Plan)
Vision Care Benefits
Life Insurance ($1,000)
Accidental Death and Dismemberment Insurance ($1,000)

For eligible part-time employees hired on and after June 26, 1994 with one (1) year of continuous service:

Life Insurance ($1,000)
Accidental Death and Dismemberment Insurance ($1,000)
Dental Benefits ($100 Plan)
Vision Care Benefits

After completion of twenty-one (21) months continuous service all eligible part-time employees hired on and after June 26, 1994 and prior to March 11, 1999 receive the following additional benefits:

Hospital/Medical Benefits

After completion of twenty-four (24) months continuous service all eligible part-time employees hired on and after March 11, 1999, to receive the following additional benefits:

Hospital/Medical Benefits

For eligible red circled part-time employees hired prior to January 1, 1981 who worked 2,000 hours or more in the preceding calendar year and their eligible dependents:

Hospital/Medical Benefits
Dental Benefits ($1,000)
Vision Care Benefits

For eligible part-time employees:

Life Insurance ($3,000)
Accidental Death and Dismemberment Insurance ($3,000)

For eligible red circled part-time employees hired on and after January 1, 1981 who work 2,000 hours or more in the preceding calendar year and their eligible dependents:

Hospital/Medical Benefits
Vision Care Benefits
Dental Benefits ($200 Plan)

For the eligible part-time employees:

Life Insurance ($1,000)
Accidental Death and Dismemberment Insurance ($1,000)

18.6 Once the 2,000 hour benefit is earned, contributions will begin in the second month of the qualifying year (February) and run for twelve (12) months from February 1st to January 31st.

18.7 For current red circled part-time employees receiving the benefit entitlement for working 2,000 hours, those part-time employees shall continue to receive the applicable full-time benefits as described in Paragraph 18.5 so long as they continue to qualify by working 2,000 hours in a calendar year. All other employees are not entitled to this benefit.

Such current red circled part-time employees will lose their qualification if any of the following events occur:

1. the employee does not have dependents or the continued need for the increased coverage;

2. the employee elects to decline the increased coverage.

18.8 When an employee is injured or disabled while performing duties for the Company and the employee is unable to complete the scheduled number of hours of work that day, the Company shall pay such employee the number of hours scheduled to work the day of the accident.

18.9 The amount of monthly contributions as supplied by the fund for each eligible employee shall be:

	Full-Time Hired Prior To 1-1-81	**Full-Time Hired On And After 1-1-81**
Effective 10-1-98	**$392.50**	**$321.75**
	Full-Time Hired Prior To 1-1-81, but Promoted From CSC after 3-22-81	
Effective 10-1-98	**$338.75**	

	Part-Time Red Circled Employees Hired Prior to 1-1-81 Who work 2,000 Hours or More	Part-Time Hired Employees Hired On and After 1-1-81 and Prior To 6-26-94, Who Work 2,000 Hours or More
Effective 10-1-98	$336.25	$320.75
		Part-Time Employees Hired Prior to 1-1-81
Effective 10-1-98		$150.50
	Part-Time Hired On And After 1-1-81 and Prior to 6-26-94	
Effective 10-1-98	$142.75	

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Part-Time employees hired on and after 6-26-94

	With 12 months continuous service	With 21 or 24 months continuous service (as applicable)
Effective 10-1-98	$5.25	$139.75

The Company agrees with the Union to make increased contributions effective October 1, 1999, October 1, 2000, October 1, 2001, October 1, 2002, and October 1, 2003 with a 15% cap each year unless less contributions are necessary to maintain the current level of benefits.

If the amounts required to be paid to maintain the current level of benefits are less than the amount agreed to in this Contract, the Company shall have the right to pay the lesser amount to maintain the current level of benefits.

18.10 For full-time employees, contributions shall commence effective the first (1st) day of the month following the completion of six (6) months continuous service from date of hire. For eligible part-time employees, contributions shall commence effective the first (1st) day of the month following the completion of twelve (12) months continuous service from date of hire.

18.11 Contributions shall be payable to the UFCW, Local 23 and Employers Health Fund no later than the tenth (10th) day of each month for the current month of benefits based on the status of each eligible employee on the first (1st) day of each month.

18.12 When an employee is reclassified to an eligible employee classification, the applicable contributions and benefits shall apply the first (1st) day of the month following such reclassification,

provided the employee has completed the service requirements from date of hire for contributions and benefits coverage as specified herein. All employees reclassified from Customer Service Clerk to part-time on and after March 22, 1981, shall be eligible for contributions and benefits applicable to part-time employees hired on and after January 1, 1981.

18.13A Contributions and benefits cease as follows: For full-time employees hired prior to January 1,1981– occupational disability, non-occupational disability, lay-off, leaves of absence (except military leaves and personal leaves of absence). End of sixth (6th) month following the month in which the disability, lay-off or leave of absence commences.

18.13B For full-time employees hired on and after January 1, 1981, and eligible part-time employees – occupational disability, non-occupational disability, lay-off, leaves of absence (except military leaves and personal leaves of absence). End of fourth (4th) month following the month in which the disability, lay-off or leave of absence commences.

18.13C Full-time and part-time employees – termination of employment and military and personal leaves of absence – end of month in which the termination of employment occurs or the military or personal leave of absence commences.

18.14 When contributions and benefits cease and the employee returns to work from disability, lay-off or leave of absence, the applicable contributions and benefits commence the first (1st) day of the month following the employee's return to work.

Article XIX
Disability and Prescription

19.1 The Company will administer and pay prescription coverage and non-occupational disability coverage, as set forth below. The Company has the option to return the administration of these benefits to the Local 23 Fund at the then prevailing contribution rates. If this occurs, the Company agrees to return the disability coverage waiting period for full-time hired prior to January 1, 1981 to three days.

19.2 The Non-Occupational Disability Benefits are as follows:

19.2A Non-occupational disability benefits for full-time employees, hired prior to January 1, 1981, shall be paid up to a maximum of twenty-six (26) weeks for each period of disability to be paid at 66 2/3% of basic weekly earnings, excluding overtime pay, not to exceed two hundred and fifteen ($215.00) dollars each week for the first six (6) weeks and not to exceed two-hundred and twenty-five ($225.00) dollars for each week for the next twenty (20) weeks. For each illness there is a seven (7) day waiting period and payment of non-occupational disability benefits shall begin on the eighth (8th) day as certified by the employee's doctor. If the absence is due to an accident or if the employee is hospitalized as an inpatient any time during the seven (7) day waiting period, payment of non-occupational disability shall begin on the first (lst) day of the accident or on the first (lst) day of hospital confinement as certified by the employee's doctor.

19.2B Non-occupational disability benefits for full-time employees hired on and after January 1, 1981, shall be paid up to a maximum of thirteen (13) weeks for each period of disability to be paid at seventy-five ($75.00) dollars each week and for eligible part-time employees hired prior to January 1, 1981, up to a maximum of thirteen (13) weeks for each period of disability, to be paid at one hundred and ten ($110.00) dollars each week. For each illness there is a seven (7) day waiting period and payment of non-occupational disability benefits shall begin on the eighth (8th) day as certified by the employee's doctor. If the absence is due to an accident, payment of non-occupational disability benefits shall begin on the first (lst) day of the accident as certified by the employee's doctor.

19.2C Non-occupational disability benefits for eligible part-time employees hired after January 1, 1981, with five (5) or more years of continuous service shall be paid up to a maximum of thirteen (13) weeks for each period of disability to be paid at fifty (50) dollars per week. For each illness there is a seven (7) day waiting period and payment of non-occupational disability benefits shall begin on the eighth (8th) day as certified by the employee's doctor. If the absence is due to an accident, payment of non-occupational disability benefits shall begin on the first (lst) day of the accident as certified by the employee's doctor.

19.3 To receive payment of non-occupational disability benefits, The Giant Eagle Store Employee Disability Claim Form satisfactorily completed by the employee's doctor certifying disability, must be submitted to the Giant Eagle, Inc. Disability Claims Office in support of the employee's claim for non-occupational disability benefits. When an employee is off work due to an extended non-occupational disability of more than four (4) weeks, The Giant Eagle Store Employee Disability Claim Form satisfactorily completed by the employee's doctor recertifying disability must be submitted once every four (4) weeks to the Giant Eagle, Inc. Disability Claims Office.

19.4 An employee entitled to receive non-occupational disability benefits must be unable to perform the duties of the position with the Company and must be unable to perform work for any other employer that the employee was working for at the time of the accident or at the beginning of the illness.

19.5 During the period of time an employee is receiving non-occupational disability benefits, a leave of absence shall not be required, but the Company must be notified as soon as possible.

19.6 If an eligible employee's Worker's Compensation claim is denied by the Worker's Compensation Insurance Carrier and the doctor certifies that the injury or disability was not work incurred, the applicable non-occupational disability benefits will apply.

19.7 Giant Eagle Markets will administer prescription coverage for the following employees:

A. For eligible full-time employees and their eligible dependents.

B. For eligible part-time employees, except employees who are excluded in Paragraph 18.4.

C. For eligible part-time employees hired prior to June 26, 1994 as defined in Paragraph 18.7 who work 2,000 hours or more in a calendar year and their eligible dependents.

19.8 **There shall be a $6.00 prescription deductible on all prescriptions for all eligible employees.**

Eligible employees waiting period to be six (6) months for eligible full-time employees and twelve (12) months for eligible part-time employees.

19.9 Prescriptions must be filled at Giant Eagle pharmacies.

The Prescription Plan will be a mandatory generic plan on the following basis:

That all generic drugs which the Company considers to be generic have been approved by the Food and Drug Administration.

If no generic substitute for a brand name drug is available, the Company will continue to provide full reimbursement, minus the deductible.

If individual's doctor has a medical reason why he or she does not wish to use a generic drug, such as a reaction to the coloring or there is a question as to the quality, and the doctor prepares a letter stating his or her specific objections, the Company will consider making full reimbursement of the wholesale cost of the brand name drug, minus the deductible.

19.10 The Company agrees to parallel their Prescription Summary Plan Description with Local 23's Summary Plan Description that is in effect currently and as may be changed in the future. Formal notice of any changes will be provided immediately, following the Trustees making any improvements or deletions, by the Local 23 Employers Fund's Administrator to Giant Eagle's Personnel and Labor Relations Department and Benefits Department.

19.11 When an employee is injured or disabled while performing duties for the Company and the employee is unable to complete the scheduled number of hours of work that day, the Company shall pay such employee the number of hours scheduled to work the day of the accident.

Article XX
Legal Benefits

20.1 The Company shall participate in and contribute to the UFCW, Local 23 and Employers Legal Fund.

20.2 The Company shall be bound by and assents to all terms of the Agreement and Declaration of Trust of the UFCW, Local 23 and Employers Legal Fund first created November 1, 1973, last restated and effective January 1, 1986, and any amendments thereto.

20.3 The Company shall contribute five (.05¢) cents per hour for all hours worked for each eligible full-time and part-time employee, except Customer Service Employees. This contribution rate shall continue for the life of the contract, unless less money is needed to maintain the current level of benefits.

20.4 Effective April 1, 1999 the Company shall contribute six ($.06) cents per hour for all hours worked for each eligible full-time and part-time employee, except Customer Service Employees. This contribution rate shall continue for the life of the contract, unless less money is needed to maintain the current level of benefits.

20.5 Contributions and benefits for eligible employees shall commence effective the first (1st) day of the month following completion of one (1) year of service from date of hire.

20.6 When an employee is reclassified from Customer Service to an eligible employee classification, contributions and benefits shall commence effective the date of reclassification, provided the employee has completed the service requirements from date of hire, or last date of rehire for contributions and benefits coverage as specified herein.

20.7 The Company shall forward such contributions to the UFCW, Local 23 and Employers Legal Fund indicating the hours paid on behalf of each employee no later than the fifteenth (15th) day following the last payroll period of each month.

Article XXI
Death in Immediate Family

21.1 In the event of a death in the immediate family of a full-time employee, said employee shall be allowed five (5) days with pay, not including the employee's regular day off. The immediate family shall mean father, father-in-law, mother, mother-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, step-parents, brother and sister of the employee, grandparents, and grandchildren of both the employee and spouse, and any other relative who normally resided in the same household with the employee.

21.2 In the event of a death in the immediate family of a part-time employee, said employee shall be allowed five (5) days off work. Part-time employees shall be paid only for the number of hours he or she would normally have been scheduled to work during the five (5) day period.

21.3 In the event of a death of an employee's sister-in-law, brother-in-law, the employee shall be allowed the day of the funeral off with pay, if they were scheduled.

21.4 If a death in the immediate family occurs during an employee's vacation, the employee may reschedule their effected vacation on a daily basis later that calendar year.

21.5 This Article shall not apply whenever the employee is absent from work due to extended illness.

Article XXII
Jury Duty

22.1 The Company shall pay all employees called to jury duty the difference between their regular wages and jury pay. To qualify for this payment, the employee must inform the employer of their call to jury duty within three (3) days after receipt of such notice. Employees on jury duty, except grand jury duty, shall have Saturday as their scheduled day off in the week in which they are scheduled on jury duty provided that notice of jury duty is given as soon as practical.

22.2 Employees on jury duty, who are released from jury duty prior to the end of the work week, shall call the Store Manager or the Assistant Store Manager for assignment. For purposes of this Article, the employee's scheduled day off shall be Saturday.

22.3 Any employee on jury duty during a holiday week shall also receive holiday pay in accordance with Article 16.

Article XXIII
Leaves of Absence

23.1 Personal leaves of absence (without pay), beyond regular vacation to which an employee is entitled, shall be granted to all employees for good and sufficient reason. A personal leave of absence shall not be denied because an employee has vacation due. Personal leaves shall be granted on the following basis:

Length of Service	Leave of Absence
one up to three years	up to two (2) months
three up to five years	up to four (4) months
over five years	up to six (6) months

Additional periods of leaves of absence shall be granted at the discretion of the Company with notification to the Union.

23.2 In cases due to physical complications and illness, leaves of absence may be extended for a further period of disability upon receipt by the Company of a written request from the employee for an extension together with a certificate from the employee's physician stating that the extension is necessary and specifying the current physical condition of the employee.

23.3 An employee ill on a continuous basis can receive consideration for extension of an illness leave of absence for a maximum period of one (1) year from date of the inception of the illness or the date of the accident.

23.4 Prior to returning to work from a leave of absence for reasons of illness, the employee's physician must certify to the Company that the employee is able to return to the full duties of his or her position. In addition, the employee shall notify the Company of his or her intention to return to work from leave of absence at least seven (7) days prior to his or her anticipated return. The employee may

return to work before the full period of the leave of absence has expired provided the foregoing provisions of this paragraph have been complied with.

23.5 A leave of absence for reasons other than as specified in this Article will be considered upon receipt by the Company of a written request from the employee specifying the reasons in detail, including the proposed time necessary up to a maximum of one hundred eighty (180) days. If the reason for requesting such leave of absence is illness in the family, a detailed doctor's certificate shall be submitted specifying the physical condition of the member of the family, the length of current illness to date, and anticipated time for recovery. If there are any questions with regard to a particular case, it shall be discussed with representatives of the Union, and if agreed to by both parties, shall be granted. An extension of leave under this provision will not be considered unless there are serious or highly unusual circumstances.

23.6 A leave of absence granted in accordance with Paragraph 23.5 above shall have the following effect on the employee's vacation pay: Leaves totaling less than ninety (90) days in any calendar year shall not affect vacation. Any type of leaves totaling more than ninety (90) days in a calendar year shall have the following effect upon vacation earned in that year: Leaves of more than ninety (90) days but not over one hundred eighty (180) days shall reduce vacation and vacation pay by one-quarter (1/4); leaves of more than one hundred eighty (180) days, but not over two hundred seventy (270) days shall reduce vacation and vacation pay by one-half (1/2); leaves of more than two hundred seventy (270) days shall disqualify for vacation.

23.7 Leaves of absence will not be granted for the purpose of allowing an employee to take another position temporarily, try out new work, venture into business for himself, or become a full-time student.

23.8A A female employee shall be granted a pregnancy leave of absence upon written application to the Company, supported by a physician's statement certifying that the employee is pregnant and the anticipated birth date. The beginning date of such leave shall be guided by the written request of the attending physician.

23.8B This leave will extend until the employee is no longer disabled. In unusual cases, the time may be extended for a period beyond one hundred eighty (180) days upon an additional written request, certified by the attending physician.

23.8C Pregnancy leaves of absence shall be treated in the same manner as medical leaves and shall extend until certification of return to work is made by the attending physician.

23.9 The Company agrees to comply with the terms of the Family and Medical Leave Act of 1993. For purposes of the Employer's compliance, FMLA leave will run concurrently with contractual leave and benefits. However, no benefits or terms of the Agreement will be reduced by complying with the terms of the Family and Medical Leave Act.

Article XXIV
Military Service

24.1 The Employer agrees to abide by the Selective Service Act and amendments thereto.

24.2A If an apprentice is called into service, on his or her return, he or she shall retain their seniority but he or she must serve the balance of his or her apprenticeship.

24.2B Any employee on summer encampment will not be compelled to accept their time as his or her vacation.

24.2C An employee called to active duty with a Federal Military Reserve Unit or National Guard who is activated because of a local emergency within a two hundred (200) mile radius of Pittsburgh, Pennsylvania, and who was a member prior to the emergency, shall be paid the difference between the wage such employee would have received had he been working for the Company during such emergency (up to forty (40) hours) and the pay received for such active duty for a period of two (2) weeks.

24.3 When an employee is ordered to report for a pre-induction physical, the employee shall be paid for the day of the physical based on the number of hours the employee would have been scheduled to work that day. To qualify for payment in accordance with the provisions of this paragraph the employee shall show his official notice to report for such pre-induction physical to the Store Manager.

Article XXV
Pension Plan

The Company agrees to contribute to United Food and Commercial Workers Union, Local 23 Giant Eagle Pension Fund the amount that it is currently contributing in behalf of its eligible employees for the life of the contract.

25.1A The Company agrees to contribute sixty-four ($.64) cents to the United Food and Commercial Workers International Union, Local 23, and Giant Eagle Pension Fund for all hours worked, for the life of the Contract for each full-time, regular, and part-time employee hired prior to January 1, 1981, or promoted from Customer Service Clerk prior to March 22, 1981, who is a member of Local 23, except as set forth in 25.6.

25.1B For full-time or part-time employees hired between January 1, 1981, or promoted from the Customer Service Clerk classification between March 22, 1981, and December 22, 1983: The Company agrees to contribute thirty-four (34¢) per hour for all hours worked for full-time employees for the life of the Contract and fifteen (15¢) per hour for all hours worked for part-time employees for the life of the Contract.

25.1C Eligible full-time and part-time employees hired after December 22, 1983, and prior to June 3, 1991: The Company agrees to contribute fifteen (.15) cents per hour for all hours worked for each eligible employee with twenty-four (24) months of continuous service for the life of the Contract.

25.1D All employees hired on or after June 3, 1991: The Company agrees to contribute ten (.10) cents per hour for all hours worked for each eligible employee with twenty-four (24) months of continuous service for the life of the Contract.

25.1E The actual number of hours contributed for shall not exceed forty (40) hours in any one (1) week. Contributions shall be made for holiday hours and vacation hours, subject to forty (40) hours per week maximum, and further subject to an annual maximum of two-thousand (2,000) contributory hours per employee.

25.2 The purpose of the aforesaid Pension Plan and contributions is to provide such benefits as the available money will buy under an actuarially sound plan.

25.3 The Pension Plan established shall qualify at all times under the applicable provisions of the Internal Revenue Code so as to insure that the Company's contributions will and shall be subject in all respects to the provisions of the Labor-Management Relations Act of 1947 and any other applicable laws or regulations, including the Employee Retirement Income Security Act of 1974.

25.4 In the event the Union shall advise the Company that the Union desires to include a self-contributing feature for all members of said Plan, with proportionate benefits thereunder, and that such change has been filed with and approved by the applicable agency or agencies of the Federal Government if required by applicable law, the Company, upon being furnished with written authorization from an employee, agrees to deduct from such employee's wages or earnings such amounts as shall be stipulated by the employees and shall forward same to the Trustees of the Fund.

25.5 The Company agrees to allow the Auditors of the Pension Plan to check the contributions made by the Company for the purpose of preparing a certified audit of the Pension Plan.

25.6 Employees in the non-union positions of Assistant Manager, Produce Manager, Third Person, Head of Night Crew, Bakery Manager, Office Manager, Floral Manager and Photo Lab Manager to be contributed for in the UFCW Local 23 and Giant Eagle Pension Plan at the appropriate contribution rate based on seniority date as set forth in 25.1.

Article XXVI
401K Plan

26.1 All eligible employees may participate in the Company's 401K Plan as described below:

- The employee must be age 21
- Must work 1000 hours in a consecutive twelve (12) month period to first qualify.
- If not qualified in first year of employment by working 1000 hours, then calculation of 1000 hours is done by calendar year.

- Employees may contribute an amount equal to two (2%) percent to twelve (12%) of regular earnings (Regular hours worked only).

- Company to contribute twenty-five (25%) percent on the first four (4%) percent of employee contributions.

Article XXVII
Equipment

27.1 All linen used by the employees in the conduct of business shall be furnished by the Company and laundered by the employees on a voluntary basis.

27.2 Raincoats shall be furnished by the Company for each store. The raincoats shall remain the property of the Company and shall be used for the purpose of carrying out packages.

Article XXVIII
Separate Contracts

The Company agrees that any future store that replaces another Corporate store will be opened as Corporate and the Company will not use store closing language (Article 9.24) on the closing store. Any other new stores that open will be opened under separate contracts with separate seniority. This paragraph does not restrict the Company's right to franchise stores, nor does it limit in any way any of the other provisions in Article 9.24.

Article XXIX
Term of Agreement

29.1 In the event legislation is passed by the Federal or State Government which voids any provisions of this Agreement, such provisions shall be considered void by both parties and shall not affect the other provisions of this Agreement. Should any provisions be invalidated, both parties shall meet promptly for the purpose of replacing such provisions.

29.2 This Agreement shall become effective March 1, 1999 and shall continue in effect through June 20, 2004 at which time it shall automatically renew itself from year to year unless either party notifies the other party by certified mail at least sixty (60) days prior to June 20, 2004 of its intentions to modify or terminate said Agreement.

29.3 All notices given under this Agreement are to be sent to Giant Eagle Markets Company, 101 Kappa Drive, Pittsburgh, Pennsylvania 15238 marked to the attention of the Vice President of Personnel and Labor Relations or the Manager of Labor Relations.

Article XXX
Customer Service Clerks

(1) Employees classified as Customer Service Clerks shall only bag sold merchandise, stock grocery bags and supplies at the checkouts, do general custodial work, outside maintenance, clean up broken merchandise, collection of bascarts, and handle return bottles.

The phrase "do general custodial work" as contained in Paragraph 1, shall hereafter be interpreted to include the following tasks:

A. Clean all rest rooms and break rooms.

B. Clean windows and moldings at the front end of the store.

C. Replace all light bulbs.

D. Perform all necessary sweeping and mopping services on the floors, but said duty shall not include using the machines to maintain the floors and mopping which is required in connection therewith, nor shall it include sweeping and mopping in the back room.

E. Scrape gum from the floors.

F. Clean all kick plates.

G. Installing and replacing signs at the front end of the store.

H. Go-backs on all merchandise.

I. Price checks on all merchandise.

J. Clean pop and coffee machines.

K. Fix and clean carts and replace parts.

L. Clean register and check stands.

M. Clean mats.

N. Clean all trash cans.

O. Take trash back from register and manager's office.

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A Customer Service Employee may also handle merchandise when the customer brings it to the check stand and may assist the customer in removing merchandise from the basket, package the merchandise, and assist the customer out of the store.

(2) A Customer Service Employee shall be scheduled to work a minimum of sixteen (16) hours per week, if available, and up to thirty-two (32) hours per week.

(3) Subject to Paragraph 9.24 present full-time and part-time employees' hours shall not be reduced as a result of this clause. No layoff of full-time or part-time employees may occur within the store until all Customer Service Employees in the store have been laid off.

(4) The terms of the collective bargaining agreement such as union security and seniority shall apply, but Customer Service Employees shall not receive benefits of a monetary nature, except for the wages as specified herein. It is understood that benefits such as cost of living allowance, holidays, vacation, sick leave, health and welfare, pension, legal aid, 401K Plan, etc., are of a monetary nature and are not to be provided to the Customer Service Employees. Seniority within job classification and within the store shall prevail.

(5) It is further understood that Customer Service Employees shall be given preference by seniority, together with ability, practicability, and availability, should an opening occur for a part-time employee, and shall further be given preference in the same way for full-time positions after they have been offered to the part-time employees.

(6) Any proven violation of these provisions which occurs after notice from the Union shall result in the immediate revocation of same in that store and Customer Service Employees in that store shall then be classified as part-time employees and all applicable benefits shall apply.

(7) Customer Service Clerks will be sent a form to indicate which stores they would accept for promotion to part-time clerk positions. Store lists will be prepared from these forms, with copies sent to the Union. The senior customer service clerk will be promoted for openings occurring at the store, if his/her name is on the store list, provided the employee is available and has the ability to perform the necessary duties. The form will state that: "You must be willing and able to accept a job offered at every store which you have put on this form. If after submitting this form you are no longer able to accept promotion at a store or stores indicated, you must notify the manager of labor relations immediately. You may submit a new form no later than June 1 and December 1 of each year. Store lists will be revised July 1 and January 1 of each year, with copies sent to the Union. If you have a change of residence at any time during the year, you should immediately submit a new form, if necessary, and your name will be inserted on the appropriate store lists."

Article XXXI
Bakery

A. The Bakery is a separate department with separate seniority.
B. Bakers are a separate classification, within the bakery, with separate seniority.
C. Employees in the classification of baker as of January 1, 1981, will be retained in the bakery department and receive the general wage increases indicated in Schedule "A".

APPRENTICE PROGRAM

Giant Eagle Markets has established an apprentice program enabling employees classified as bakery clerks the opportunity to become cake decorators.

Openings for cake decorator positions will be made by following the contract language as stated in Article 9.19D of the Local 23 Clerks Contract. Openings will be determined as necessary, based on the need of the Bakery Departments for cake decorators to be added to the store's staff.

The length of the program will be twelve (12) months. It is structured so that the apprentice will have the opportunity to learn all the skills necessary to become a qualified decorator.

If an apprentice is reduced or steps down, they will be reassigned to the classification they held previously.

The apprentice program does not take away the right of the Company to hire qualified decorators.

Article XXXII
Non-Union Management

32.1A The position of Assistant Store Manager, Third Person and Head of Night Crew to be removed from the Bargaining Unit. All Assistant Store Managers, Third Persons and Head of Night Crew as of November 18, 1984 have their own individual option to leave the Bargaining Unit or to stay in the Bargaining Unit as a full-time employee at the appropriate full-time clerk rate of pay.

32.1B Each Assistant Store Managers, Third Person and Head of Night Crew as of November 18, 1984, deciding to leave the Bargaining Unit shall have six (6) months to reconsider their decision and return to a full-time clerk position without loss of seniority and at the appropriate clerk rate of pay. Any one who was promoted by the Company after November 18, 1984 to the position of Assistant Store Manager, Third Person, or Head of Night Crew who is thereafter demoted by the Company shall return to their former status without loss of seniority.

32.2 The positions of Assistant Manager, Third Person, Head of Night Crew, Floral Manager, Photo Lab Manager, Office Manager and Bakery Manager to continue to perform work as in the past.

32.3 The Company shall have the right to promote all future Assistant Managers, Third Persons, Head of Night Crew, Floral Manager, Photo Lab Manager, Office Manager and Bakery Manager positions at the Company's discretion. However, the Company agrees to fill the positions of Assistant Manager, Third Person, Head of Night Crew, Floral Manager and Bakery Manager from Company employees within the Local 23 (formerly 1407) Bargaining Unit.

32.4A The position of Produce Manager to be removed from the Collective Bargaining Unit.

32.4B The Employees in their current Produce Manager positions as of November 18, 1984 to have their own individual option to leave or stay in the Bargaining Unit as Managers.

32.5 Each Produce Manager, as of November 18, 1984 who decides to leave the Bargaining Unit will have six (6) months to reconsider his/her decision and return to the Bargaining Unit as a Produce Manager at the appropriate Manager's rate of pay.

32.6 All future Produce Manager Positions to be non-bargaining unit positions and the Company shall have the right to fill these positions at the Company's discretion. Produce Managers to continue to perform work as in the past. The Company agrees to promote all future Produce Managers from within the Local 23 (formerly 1407) Bargaining Unit.

Article XXXIII
Travel Pay

33.1 Employees to be paid twenty-six (.26¢) cents per mile when temporarily working in a store at the request of the Company. This shall apply to the mileage which is greater than normally traveled.

WAGE SCHEDULE

EFFECTIVE:	3/1/99	6/25/2000	6/24/2001	6/23/2002	6/22/2003
Produce Managers (Union)	$13.3288	$13.5788	$13.8288	$14.0788	$14.3288
Full-Time Clerk, Hire Prior to 3/22/81	12.02	12.27	12.52	12.77	13.02
Full-Time Clerk, Hire Date Between 1/1/81 & 12/22/83	10.60	10.85	11.10	11.35	11.60
Part-Time Clerk, Hired Before 1/1/81 or Promoted From CSC Prior to 3/22/81	10.67	10.92	11.17	11.42	11.67
Part-time Clerks, Hired From 1/1/81 to 12/22/83, and Employees Hired Before 1/1/81 But Promoted From CSC After 3/22/81	10.55	10.80	11.05	11.30	11.55

Assistant Produce Manager (+ $.25 above the employee's rate)

Employees hired after January 1, 1981, and prior to March 1, 1999 (includes employees promoted from CSC after March 22, 1981), are to receive an increase of fifty ($.50) cents per hour, effective March 1, 1999 an increase of twenty-five ($.25) cents per hour, effective June 25, 2000; an increase of twenty-five ($.25) cents per hour, effective June 24, 2001; an increase of twenty-five ($.25) cents per hour, effective June 23, 2002; and an increase of twenty-five ($.25) cents per hour, effective June 22, 2003 or the appropriate thereafter rate whichever is higher.

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Full-Time Bakers Hired After 1/1/81:

Effective	3/1/99	6/25/2000	6/24/2001	6/23/2002	6/22/2003
First Year	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00
Second Year	6.50	6.50	6.50	6.50	6.50
Third Year	7.50	7.50	7.50	7.50	7.50
Thereafter	9.65	9.90	10.15	10.40	10.65

Part-Time Bakers Hired After 1/1/81:

Effective	3/1/99	6/25/2000	6/24/2001	6/23/2002	6/22/2003
First Year	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00
Second Year	6.50	6.50	6.50	6.50	6.50
Third Year	7.50	7.50	7.50	7.50	7.50
Thereafter	9.60	9.85	10.10	10.35	10.60

BAKERY APPRENTICE RATE

First six (6) months	$.25 cents above bakery clerk rate
Second six (6) months	additional $.25 cents above bakery clerk rate
Third six (6) months	additional $.25 cents above bakery clerk rate

CAKE DECORATOR

Upon completion of the twelve (12) month Apprentice Program, the following Decorator rate will apply:

Effective	3/1/99	6/25/2000	6/24/2001	6/23/2002	6/22/2003
First Year	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00
Second Year	6.25	6.25	6.25	6.25	6.25
Thereafter	7.65	7.90	8.15	8.40	8.65

APPRENTICE RATES - DECORATORS

First six (6) months	Twenty-five ($.25) cents above Bakery Clerk Rate.
Second six (6) months	Additional twenty-five ($.25) cents above Bakery Clerk Rate.

FULL-TIME BAKERY EMPLOYEES
Hired After 1/1/81 and Prior to 3/1/99

Effective	3/1/99	6/25/2000	6/24/2001	6/23/2002	6/22/2003
Thereafter	$ 7.90	$ 8.15	$ 8.40	$ 8.65	$ 8.90

Upon completion of thirty-six (36) months as a clerk, employees will go to the appropriate thereafter rate, or will get the Contract raise, whichever is higher. Raises are for existing employees only. Employees hired after March 1, 1999, will receive the bracket increases only.

PART-TIME BAKERY EMPLOYEES
Hired Prior to 3/1/99

Effective	3/1/99	6/25/2000	6/24/2001	6/23/2002	6/22/2003
Thereafter	$ 7.40	$ 7.65	$ 7.90	$ 8.15	$ 8.40

Upon completion of thirty-six (36) months as a clerk, employees will go to the appropriate thereafter rate, or will get the Contract raise, whichever is higher. Raises are for existing employees only. Employees hired after March 1, 1999, will receive the bracket increases only.

FULL-TIME CLERKS
Hired After 12/22/83 and Prior to 3/1/99

Effective	3/1/99	6/25/2000	6/24/2001	6/23/2002	6/22/2003
Thereafter	$ 7.90	$ 8.15	$ 8.40	$ 8.65	$ 8.90

Upon completion of thirty-six (36) months as a clerk, employees will go to the appropriate thereafter rate, or will get the Contract raise, whichever is higher. Raises are for existing employees only. Employees hired after March 1, 1999, will receive the bracket increases only.

PART-TIME CLERKS
Hired After 12/22/83 and Prior to 3/1/99

Effective	3/1/99	6/25/2000	6/24/2001	6/23/2002	6/22/2003
Thereafter	$ 7.40	$ 7.65	$ 7.90	$ 8.15	$ 8.40

Upon completion of thirty-six (36) months as a clerk, employees will go to the appropriate thereafter rate, or will get the Contract raise, whichever is higher. Raises are for existing employees only. Employees hired after March 1, 1999, will receive the bracket increases only.

1. Full-time Employees:

Effective	3/1/99	6/25/2000	6/24/2001	6/23/2002	6/22/2003
1st 45 days	$ 5.35	$ 5.35	$ 5.35	$ 5.35	$ 5.35
45 days through 6 mos.	5.55	5.55	5.55	5.55	5.55
7 through 12 months	5.70	5.70	5.70	5.70	5.70
13 through 18 months	5.85	5.85	5.85	5.85	5.85
19 through 24 months	6.00	6.00	6.00	6.00	6.00
25 through 30 months	6.15	6.15	6.15	6.15	6.15
31 through 36 months	6.30	6.30	6.30	6.30	6.30
+ 36 months	7.90	8.15	8.40	8.65	8.90

2. Part-time Employees:

Effective	3/1/99	6/25/2000	6/24/2001	6/23/2002	6/22/2003
1st 45 days	$ 5.15	$ 5.15	$ 5.15	$ 5.15	$ 5.15
45 days through 6 mos.	5.35	5.35	5.35	5.35	5.35
7 through 12 months	5.50	5.50	5.50	5.50	5.50
13 through 18 months	5.65	5.65	5.65	5.65	5.65
19 through 24 months	5.80	5.80	5.80	5.80	5.80
25 through 30 months	5.95	5.95	5.95	5.95	5.95
31 through 36 months	6.10	6.10	6.10	6.10	6.10
+ 36 months	7.40	7.65	7.90	8.15	8.40

Full-time and part-time employees currently in the work place will be placed in the appropriate bracket based on their current seniority and receive the rate of pay equal to that bracket. Employees will continue to progress through the brackets until they reach the thereafter rate and will be paid in accordance with the appropriate thereafter rate.

Full-time and Part-time employees hired after March 1, 1999, to receive bracket increase only.

Part-time employees hired after June 2, 1991, are to receive their hourly rate of pay for all hours worked up to 40 hours per week.

CUSTOMER SERVICE CLERKS

1 - 45 days (probation)	$5.15
45 days thru 6 months	$5.25
thereafter	$5.35

Any employee's revised date will be calculated on the basis of service as a part-time clerk, i.e. not including service as a Customer Service Clerk.

MINIMUM WAGE CHANGE

If any time during the life of this Agreement the government increases the minimum wage rate, the following schedule will apply to both existing employees as of the date of the change as well as employees hired after the change:

FULL-TIME:

1st 45 days	Minimum Wage + $.20 per hour
45 days through 6 months	Minimum Wage + $.40 per hour
7 through 12 months	Minimum Wage + $.55 per hour
13 through 18 months	Minimum Wage + $.70 per hour
19 through 24 months	Minimum Wage + $.85 per hour
25 through 30 months	Minimum Wage + $1.00 per hour
31 through 36 months	Minimum Wage + $1.15 per hour
+36 months	Thereafter rate

PART-TIME:

1st 45 days	Minimum Wage
45 days through 6 months	Minimum Wage + $.20 per hour
7 through 12 months	Minimum Wage + $.35 per hour
13 through 18 months	Minimum Wage + $.50 per hour
19 through 24 months	Minimum Wage + $.65 per hour
25 through 30 months	Minimum Wage + $.80 per hour
31 through 36 months	Minimum Wage + $.95 per hour
+36 months	Thereafter rate

ADDENDUM

When a non-union employee is absent from work for three (3) days or more, and a Union employee replaces that position, they will be paid as follows:

Effective	3/1/99	6/25/2000	6/24/2001	6/23/2002	6/22/2003
Produce Manager	$13.3288	$13.5788	$13.8288	$14.0788	$14.3288
Head of Night Crew Third Person	12.505	12.755	13.005	13.255	13.505
Bakery Manager	12.58	12.83	13.08	13.33	13.58
Video Manager	8.90	9.15	9.40	9.65	9.90

GIANT EAGLE MARKETS COMPANY

UNITED FOOD
AND
COMMERCIAL WORKERS
AFL-CIO, LOCAL UNION 23

FOR THE COMPANY:
Giant Eagle Markets Company

Raymond A. Huber

Raymond A. Huber, Vice President
Personnel and Labor Relations

May 5, 1999
Date Signed

FOR THE UNION:
United Food and Commercial
Workers Local 23

Ronald M. Kean, President

May 7, 1999
Date Signed

LETTER OF AGREEMENT

REGARDING PERSONAL HOLIDAYS

It is understood by both parties to the Collective Bargaining Agreement of March 1, 1999 that any employee may be granted personal holidays after one (1) year of continuous service on the following basis:

1. By seniority and mutual agreement;

2. Without pay;

3. No more than four (4) personal days for full-time employees and three (3) personal days for part-time employees.

FOR THE EMPLOYER
Giant Eagle Markets

Raymond A. Huber, Vice President

May 5, 1999
Date Signed

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL 23

Ronald M. Kean, President

May 7, 1999
Date Signed

LETTER OF UNDERSTANDING

The Company agrees during the term of this Agreement to open two (2) retail store locations as Corporate stores.

FOR THE EMPLOYER
Giant Eagle Markets

Raymond A. Huber

Raymond A. Huber, Vice President

May 5, 1999
Date Signed

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 23

Ronald M. Kean, President

May 7, 1999
Date Signed

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MEMORANDUM OF AGREEMENT
BY AND BETWEEN
GIANT EAGLE MARKETS COMPANY
(hereinafter referred to as the "Employer")
AND
UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 23
(hereinafter referred to as the "Union")

The Employer and Union being parties to a Collective Bargaining Agreement which is effective from March 1, 1999 through June 20, 2004, hereby agree to pay the following employees the rates listed as follows:

EASTGATE GIANT EAGLE #81

NAME	CLASS	ON 3-1-99 GOING TO	After 36 mos. or THEREAFTER	Effective 6/25/2000	Effective 6/24/2001	Effective 6/23/2002	Effective 6/22/2003
Jack Scherer	FT Night Stock	$6.70	$7.90	$8.15	$8.40	$8.65	$8.90
Carol L. Brohn	FT Coord	6.90	7.90	8.15	8.40	8.65	8.90
Gary Hemminger	FT Dairy	6.75	7.90	8.15	8.40	8.65	8.90
Janet Pifer	PT	7.15	7.40	7.65	7.90	8.15	8.40
Victoria Knupp	PT Cake Dec.	7.65	7.65	7.90	8.15	8.40	8.65
Connie Holmes	FT HBC	7.90	7.90	8.15	8.40	8.65	8.90
Diane Kovach	PT HBC	7.00	7.40	7.65	7.90	8.15	8.40
Barbara McCormick	FT Baker	7.00	7.40	7.65	7.90	8.15	8.40
Barbara Campbell	FT Clerk	7.90	7.90	8.15	8.40	8.65	8.90
Cindy Fisher	FT Rec	7.40	7.40	7.65	7.90	8.15	8.40
Bonnie Massena	FT Cake Dec.	8.05	8.05	8.15	8.40	8.65	8.90
Kelli Johnston	PT Cake Dec.	7.65	7.65	7.90	8.15	8.40	8.65
Valerie Vernino	FT Baker	7.50	9.65	9.90	10.15	10.40	10.65
Angelo Rosetti	FT Clerk	7.70	7.90	8.15	8.40	8.65	8.90
Barbara Grimm	PT Cake Dec.	6.70	7.90	8.15	8.40	8.65	8.90
David Kellerman	PT Baker	6.50	7.50	7.75	8.00	8.25	8.50
Catherine Clawson	PT Coor.	6.70	7.40	7.65	7.90	8.15	8.40

Therefore, with the intention of being bound legally by the foregoing, the parties hereby affix their signatures to this Memorandum.

Raymond A. Huber
FOR THE COMPANY

V.P. Personnel & Labor Relations
TITLE

5-5-99
DATE

FOR THE UNION

President
TITLE

5-7-99
DATE