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AGREEMENT

THIS AGREEMENT, made by and between GIANT EAGLE MARKETS COMPANY, 101 Kappa Drive, Pittsburgh, Pennsylvania 15238, hereinafter referred to as the "Company," and United Food and Commercial Workers Union, AFL-CIO, Local #23, 345 Southpointe Blvd., Suite 300, Canonsburg, PA 15317, hereinafter referred to as the "Union," affiliated with the AFL-CIO, acting for and in behalf of the members of said Union, collectively designated to represent the members of said Union, hereinafter referred to as the "Union".

Article I Jurisdiction and Recognition

1.1 The Union, Local 23, UFCW AFL-CIO shall be the exclusive bargaining agency for Meat Department employees, Delicatessen employees, Chinese Food employees, and Prepared Food employees, of Giant Eagle Markets Company, except Chief Meat Cutter, Delicatessen Manager, Prepared Foods Manager, and Chinese Food Manager, which shall be non-union positions in the Company's stores operated in Pennsylvania, Ohio, or West Virginia within the jurisdiction of UFCW, Local 23, excluding employees covered by another bargaining unit.

1.2 If the Company should adopt a central packaging and meat cutting store or plant, the rates and conditions for these positions shall be negotiated with Local 23.

1.3 The Company agrees to create a new position of Assistant Deli Manager and Assistant Prepared Foods Manager. 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 (\$.25) cent 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.

Article II Union Membership and Checkoff

2.1 On or after the thirty-first (31st) day following the effective date of this Agreement all employees employed on said effective date shall be and remain members of the Union in good standing as a condition of continuing employment during the life of this Agreement. All employees hired after the effective date of this Agreement shall be and remain members of the Union in good standing on and after the thirty-first (31st) day following the beginning of their employment, as a condition of continuing employment during the life of this Agreement. 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.

2.2 In the event the Union is removing an employee from his/her job because of loss of good standing in the Union, the removal shall be preceded by not less than fifteen (15) days written notification to the Company

Duration = 3/1/99 - 6/20/2003

Article II - Union Membership & Checkoff (Continued):

2.3 The Company shall deduct from the wages of all eligible members an amount equal to the monthly Union dues and initiation fee and assessments, when each individual member of the Union so authorizes the Company to do so on forms provided. 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.

2.4 The Company agrees to notify the Union two (2) weeks after the hiring of new employees.

2.5 The Company agrees to provide a payroll deduction for employees' active Ballot Club 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.

2.6 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 III
Probationary Period

3.1 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 Employer 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 names and hiring dates of those employees whose probationary and training periods are extended. The employees in question and steward or committee person shall be notified of such extension in addition to the Union.

3.2 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 IV
Seniority

4.1A Full-time employees shall have seniority over part-time employees in all cases. Seniority rights shall prevail, within classification, in that the last employees employed by the Company shall be the first laid off. The last employee of a classification laid off shall be rehired before any new employees are employed. For the purpose of this Article, Assistant Chief Meat Cutter, Meat Cutter, and Apprentice shall constitute one (1) classification; Assistant Delicatessen Manager, Delicatessen Clerk, Sanitor, Meat Wrapper, Prepared Foods Assistant Manager and Prepared Foods Clerk, another classification; Chinese Food Employees, another classification. Gourmet Chef is another classification and shall have separate seniority within the Prepared Foods Department. Chinese Food Cook is another classification and shall have separate seniority within the Chinese Food Department.

Article IV - Seniority (Continued):

An employee laid off from a particular classification will have the opportunity to displace the most junior employee within the Company.

Layoffs shall be made in the following order:

1. Part-time employees
2. Full-time employees

4.1B A more senior employee may elect on a voluntary basis to be laid-off in lieu of a less senior employee within classification as set forth in this Article. It will be the obligation of any employee wishing to utilize this provision to inform Company scheduling personnel. The Company will not be required to post any notices in connection with this provision. The employee will also have the ability to return to work after utilizing this provision with two weeks advance notice. An employee utilizing this provision will receive the benefits of a laid-off employee.

4.2 All employees absent from work due to ill health shall retain their seniority for twenty-four (24) months. There shall be no loss of seniority due to compensable disability.

4.3 An employee continuously laid off for twelve (12) months shall be automatically terminated at the end of that period. The Company shall call employees back from layoff by certified mail, addressed to their last known address. A so notified employee shall report to work within a week or seniority shall be broken. Employees laid off and subsequently recalled from a layoff within twelve (12) months shall retain their former seniority date and accrue seniority regardless of any change in their place of employment.

An exception to this will be an employee who is ill at the time notice is received. A doctor's certificate as proof of illness is to be furnished by return mail in such cases. It is further agreed that in such case the Company shall have the right to have the employee examined by a physician designated by the Company. In which case, the Company shall assume the cost of such examination.

4.4 The Company shall fill vacancies on the following basis:

4.4A Vacancies not involving upward moves (i.e. Lateral Transfers), 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. Once a lateral transfer has been granted, all previous requests for lateral transfers shall be discarded. The Company shall make its best effort to insure all transfers take place the following week in which the transfer has been accepted by the employee. In no event shall delay exceed three weeks from the week after the transfer was granted. Assistant Chief Meat Cutter must remain in that particular store location for a six (6) month period. However, said six (6) months period may be reduced by mutual agreement between the Company and the Union. (Meat, Delicatessen, Prepared Foods, and Chinese Food Employees may not bump or lateral into the Chef's or Chinese Food Cook classification).

Article IV - Seniority (Continued)

4.4B1 Assistant Meat Manager shall be selected through the Company's management selection process. It is understood that employees currently in the position of Assistant Meat Manager on or before March 1, 1999, will not lose their position as a result of this change.

4.4B2 Vacancies involving an upgrade in classification to Assistant Chief Meat Cutter or full-time Meat Cutter (i.e., promotion) after above lateral moves have been made, a bid letter will be posted in all stores for the specific opening. Such promotion will be limited to employees in the classification of Journeyman Meat Cutter with seniority, ability, and experience to be considered.

4.4C 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.

4.4D Employees, who are absent due to vacation, illness or compensable injury during a period when a bid letter is posted, have the opportunity to bid on openings that occurred while absent for the above reasons; provided, the employee do so no later than three (3) full work days after their return to work.

4.5 The Company will make assignments to employees who have signed bid letters no later than two (2) 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.

4.6A In the case of a reduction or lay-off of a full-time employee, there shall be permitted an unlimited number of unrestricted seniority bumps among full-time employees. In the event a full-time employee has insufficient seniority to bump another full-time employee, such employee may bump an existing part-time schedule within the same classification. Regarding part-time employees, there shall be permitted an unlimited number of unrestricted seniority bumps among part-time employees. This paragraph does not apply to store closing.

The bumping referred to shall take place as quickly as possible.

A full-time Meat Cutter can not be reduced for any reason to a part-time Meat Cutter unless said employee voluntarily reduces themselves.

4.6B A full-time Meat Cutter position can not be reduced or eliminated from a store where there are part-time Meat Cutters employed or for the purpose of creating part-time Meat Cutter positions.

4.7 Assistant Chief Meat Cutters that voluntarily reduce themselves may displace any junior Meat Cutter. In no event shall such voluntary reduced employee displace employees within their own store. Assistant Delicatessen Managers and Assistant Prepared Foods Managers that voluntarily reduce themselves will return to their former position in the store they came from and rate of pay.

Article IV - Seniority (Continued):

4.8 An employee acting as relief for and filling the job of Chief Meat Cutter, Assistant Chief Meat Cutter, Prepared Foods Manager, Delicatessen Manager, Assistant Delicatessen Manager, or Chinese Food Manager during a sick leave, vacation or absence shall receive the hourly contract rate for the job, provided such relief is for a period of one (1) day or more excluding regular scheduled days off.

4.9 Temporary opening in the Chief Meat Cutter, Assistant Chief Meat Cutter, Delicatessen Manager, Assistant Delicatessen Manager, Prepared Foods Manager, Assistant Prepared Foods Manager, and Chinese Food Manager classification will be assigned as follows:

A. Chief Meat Cutter Temporary Positions:

Assistant Chief Meat Cutter in that particular store will be assigned the Chief Meat Cutter position and will receive the Contract wages of Chief Meat Cutter. This does not restrict the Company from replacing the temporary position when it deems the change appropriate.

B. Assistant Chief Meat Cutter Temporary Positions:

The Meat Cutter with the greatest amount of Company seniority (continuous service), in the particular store requesting such temporary openings will be assigned the Assistant Chief Meat Cutter position, and will receive Assistant Chief Meat Cutter's Contract wages unless the Company and the Union mutually agree that the individual does not have either the ability or the experience to perform the job. In that case, assignment will be made using another Meat Cutter in that store.

C. Delicatessen Manager Temporary Positions:

The Assistant Delicatessen Manager in a particular store will be assigned the Delicatessen Manager position and will receive the Contract wages of Delicatessen Manager.

D. Assistant Delicatessen Manager:

The most senior Delicatessen Clerk in a particular store accepting such position will act as relief for and fill the position of Assistant Delicatessen Manager, unless the Company and the Union mutually agree that the individual does not have either the ability or experience to perform the job. In that case, assignment will be made using another Delicatessen Clerk.

E. Prepared Foods Manager Temporary Positions:

The Assistant Prepared Foods Manager in a particular store will be assigned the Prepared Foods Manager position and will receive the Contract wages of Prepared Foods Manager.

Article IV - Seniority (Continued):

F. Assistant Prepared Foods Manager:

The most senior Prepared Foods Clerk in a particular store accepting such position will act as relief for and fill the position of Assistant Prepared Foods Manager, unless the Company and the Union mutually agree that the individual does not have either the ability or experience to perform the job. In that case, assignment will be made using another Prepared Foods Clerk

G. Chinese Food Manager Temporary Position:

The most qualified Chinese Food Cook in a particular store accepting the position will be assigned the Chinese Food Manager position and will receive the wages of the Chinese Food Manager.

H. "Temporary Openings" as mentioned above is meant to be employees absent due to sickness, vacation, compensable injury and leaves of absence.

4.10 In stores that employ only a Chief Meat Cutter and Assistant Chief Meat Cutter, the temporary opening of Assistant Chief Meat Cutter will be assigned to the Meat Cutter who has the greatest amount of seniority (service with the Company) and has previously requested such openings; with seniority, ability, and experience to be the determining factors in assigning employees. However, this will not deprive the Company from assigning an Assistant Chief Meat Cutter from another store to such temporary openings. Employees previously requesting such openings must fill the opening, if they are available.

4.11 A newly assigned Assistant Chief Meat Cutter will not assume his/her particular classification as permanent until ninety (90) days from assignment. If the Company desires to remove a newly assigned Assistant Chief Meat Cutter before ninety (90) days from assignment, it shall first be the subject of discussion between the Company and the Union and the employee involved. If no satisfactory agreement can be reached as a result of such discussion, the Arbitration procedure of this Agreement may be invoked.

4.12 Where an employee has worked full-time (forty (40) hours per week) for six (6) weeks, or ten (10) consecutive weeks for a new or substantially remodeled store, except when filling a temporary vacancy due to vacation, sickness, compensable injury or leave of absence, a full-time job opening will be considered to exist and such job opening will be filled in accordance with the seniority provisions of this Agreement. When an employee has worked full-time (forty (40) hours per week) for thirty-five (35) weeks in a calendar year for any reason, a full-time job opening will be considered to exist and such job opening will be filled in accordance with the seniority provisions of this Agreement. Part-time schedules to be combined where possible and reasonable to create a full-time job.

4.13 The Company shall furnish a seniority roster to the Union on April 1 and October 1 of each year and current changes as they occur.

Article IV - Seniority (Continued):

B. An employee who is reduced from the Full-Time Meat Wrapper/Delicatessen Clerk, Prepared Foods Clerk, and Chinese Food Employees classification to the Part-Time Meat Wrapper/Delicatessen, Prepared Foods Clerk, and Chinese Food Employees classification shall have the first opportunity that becomes available to return to the Full-Time Meat Wrapper/Delicatessen, Prepared Foods Clerk, and Chinese Food Employees classification. This shall be determined by the seniority of the affected employees.

C. In the event that the Company has employees in the new hire brackets working as Journeyman Cutters, these employees will be displaced before any existing Journeyman Cutters will be displaced from their positions.

D. 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.

E. 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.

F. In the event the Company would franchise any stores 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.

G. 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.

H. 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 4.16) 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 4.16.

I. The Company agrees to continue in effect the 1986 non-bumping Agreement that was extended in 1989 for an additional four (4) stores for a total of five (5) stores.

J. During this Agreement if a new Giant Eagle franchise store opens in a corporate store's 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.

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

Article IV - Seniority (Continued):

4.17 Subject to Paragraph 4.16, if a regular full-time employee is laid off, he or she shall receive one (1) week's pay in lieu of notice. It is further agreed that the Company guarantees the opportunity for regular full-time employment to the named full-time employees on the attached seniority list Appendix II. This maintenance of full-time status shall not apply to any employee separated by retirement or discharge for proper cause or in the event of a strike, national emergency, or an emergency resulting from riot, fire, flood or storm affecting the operation of the Company stores. An employee who fails to accept the opportunity for full-time employment waives his/her guarantee.

4.18 Full-time employees involuntarily reduced to part-time will retain the hourly rate which they were receiving as full-time employees for such period of time that they remain part-time.

4.19 Employees working in a department (Chinese Food, Delicatessen, Prepared Foods or Meat) will have an opportunity to transfer into another department (Chinese Food, Delicatessen, Prepared Foods or Meat) only when a full-time vacancy occurs. In these situations transfers will be made according to bid letters or lateral move requests, with seniority, experience, and ability to be considered. When there is a reduction in the number of full-time employees in a particular department, the full-time employees affected may transfer from the affected department (Chinese Food, Delicatessen, Prepared Foods or Meat) to another department (Chinese Food, Delicatessen, Prepared Foods or Meat). Part-time employees may transfer in the same manner prior to the hiring of any new employees for the respective departments.

4.20 When a full-time employee leaves the service of the Company for any reason whatsoever, that full-time job will be replaced with a full-time employee (or part-time employee reclassified to full-time), provided that conditions are approximately the same as in the past. When replacements are not available for employees absent due to vacations, illness, leave of absence, etc., the Company will decide and make reasonable overtime authorizations. This article does not apply to store closings.

4.21 Stewards of the Union may be full or part-time employees and shall be the last to be laid off in any case.

4.22 The Company may employ part-time Meat Cutters one (1) part-time Meat Cutter per store.

4.23 All other terms of the Collective Bargaining Agreement will pertain to part-time Meat Cutters.

Article V Grievance and Arbitration Procedures

5.1 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.

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

Article V - Grievance & Arbitration Procedures (Continued):

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. Time limits in this step shall 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.

5.3 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.

5.4 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 one hundred and twenty (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.

5.5 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.

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Article V - Grievance & Arbitration Procedures (Continued):

The time limits involving Step 2, Step 3, and Step 4, shall not include Saturdays, Sundays, and the six (6) contractually recognized holidays.

5.6 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.

5.7 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.
- c. There shall be no time limit for the third occurrence of the same offense.

5.8 Employees shall not be required to take a lie detector test under any circumstances. Refusal of an employee to submit to any such examination shall not be cause for discipline or discharge.

Article VI
Military Service

6.1 The Employer agrees to abide by the Selective Service Act of 1950 and all amendments thereto.

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

6.3 Any employee on summer encampment will not be compelled to accept this time as his/her vacation.

6.4 Also, any employee on duty with a Federal Reserve Unit or National Guard shall have Health and Welfare Payments continued as set forth in 24.9 of this Agreement.

6.5 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

Article VII
No Strike Clause

7.1 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.

7.2 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.

7.3 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 a Giant Eagle facility is a picket line by Giant Eagle employees represented by Local 23.

7.4 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 VIII
Sick Leave

8.1 Disability benefits shall be provided for those eligible employees under the Giant Eagle Disability Plan.

8.2 An employee detained from work on account of sickness shall notify the Employer as soon as possible but in no event less than one (1) hour prior to the beginning of their work shift.

8.3 An employee on sick leave shall give his/her Employer one (1) day's notice of his/her intention to return to work.

8.4 Employees must notify the Company and the Union by First Class mail once each month when off sick.

8.5 If an employee is injured on the store premises during the course of employment, and as a result loses time, he/she shall be paid for such time on the day of the injury but not to exceed eight (8) hours.

Article IX
Leaves of Absence

9.1 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 may be granted on the following basis:

<u>Length of Service</u>	<u>Leave of Absence</u>
one (1) up to three (3) years.....	up to two (2) months
three (3) up to five (5) years.....	up to four (4) months
over five (5) 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.

9.2 Leaves totaling less than ninety (90) days in any calendar year shall not affect vacation. Any type of leave excluding sickness and compensatory accidents totaling more than ninety (90) days in a calendar year shall have the following effect upon vacation earned in that year:

9.2A Leaves of more than ninety (90) days, but not over one hundred and eighty (180) days shall reduce vacation and vacation pay by one-fourth (1/4).

9.2B Leaves of more than one hundred and eighty (180) days including sick leave (not compensatory accidents) but not over two hundred and seventy (270) days shall reduce vacation and vacation pay by one-half (1/2).

9.2C Leaves of more than two hundred and seventy (270) days including sick leave (not compensatory accidents) shall disqualify for vacation.

9.2D Employees absent due to compensatory accident must have worked some time during the preceding calendar year to qualify for vacation.

9.3 If the Union believes the Company's denial of leave of absence is not justified, the matter may be processed under the grievance procedure of the Agreement.

9.4 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.

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 and eighty (180) days upon an additional written request, certified by the attending physician.

Article IX - Leaves of Absence (Continued):

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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.

9.5 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/herself, or become a full-time student.

9.6 Leaves of absence shall be granted without loss of seniority to employees elected to a public office. Such leave of absence shall not exceed six (6) years.

9.7 Any member of the Union being elected or appointed to a permanent office in the Union or as a delegate to any Union activity necessitating temporary leave of absence, shall be granted such leave of absence and shall, at the end of the term in the first instance or at the end of his/her mission in the second instance, be guaranteed re-employment at his/her former wage rate plus any increase or less any reduction that may become effective during his/her absence.

9.8 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 X
Laundry and Equipment

10.1 The Company agrees to furnish all necessary tools, linens, etc., as may be required for the efficient and sanitary service at no cost to the employees.

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

Article XI
Shop Card and Union Notices

11.1 The Union Shop Card or decal is the property of the United Food and Commercial Workers Union, AFL-CIO, Local 23, and is loaned to the Employer for display who signs and abides by this Agreement. The Employer agrees at all times to display it in a conspicuous place. The Shop Card or decal can be removed from any market by the President of Local 23 or his/her deputy for violation of this Agreement.

11.2 Space shall be provided in each Meat Department for the posting of a digest of this Agreement and notices of meetings, but same shall not be posted until they have first been called to the attention of the Employer.

Article XII
Holidays

12.1 Except as otherwise provided in 12.1a and 12.1b, all work performed on Sundays or Holidays will be paid at time and one-half during the life of this Agreement.

12.1A Part-time employees hired 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 or holidays.

12.1B Part-time employees hired after June 2, 1991 will receive a fifty (\$.50) cents per hour premium for Sunday and holiday hours worked in the first year of their employment, seventy-five (\$.75) cents per hour premium for Sunday and holiday hours worked in the second year of their employment and one (\$1.00) dollar per hour premium for Sunday and holiday hours worked in the third year of their employment and thereafter.

12.2 Sunday work shall be in addition to the regular five (5) day work week as set forth in 16.2 of this Agreement. The straight time work week in a holiday week for full-time employees will be thirty-two (32) hours worked plus eight (8) hours paid as holiday pay. Any work in excess of the above performed during a holiday week shall be compensated at the rate of time and one half (1 1/2). Sunday and holiday work will be offered on a rotating basis from a volunteer list of full-time employees. If no volunteers are available to do the work, employees will be assigned to work by inverse seniority. Stores will be closed on Christmas Day.

12.3 The following shall be considered legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas, or days nationally celebrated in lieu thereof.

12.4 During the week in which one (1) of the above holidays occur, regular full-time employees who work the scheduled work day before, the holiday (if scheduled), and the scheduled work day after the holiday shall receive eight (8) hours pay in addition to hours worked. Any regular full-time employee who works a part of the week and is absent due to proven illness, will also receive the holiday pay. Any regular full-time employee on vacation during a holiday week will also receive the holiday pay. Overtime at the rate of time and one-half, in holiday weeks, will be paid (i.e., after thirty-two (32) hours weekly and after eight (8) hours daily). Regular full-time employees will work a thirty-two (32) hour work week and receive the holiday pay in addition thereto.

12.5A A part-time employee is entitled to holiday pay for any holiday mentioned in this Agreement after sixty (60) calendar days from date of hire or rehire, provided he/she was scheduled for work in the holiday week except as provided in 12.5b. Holiday pay shall be for six (6) hours, except that an employee who works thirty (30) or more hours in a holiday week shall receive eight (8) hours pay. Employees who are absent of their own accord shall be paid only for the hours actually worked; provided, however, that where absence is excused by proven illness or any emergency beyond his/her control, the employee shall receive holiday pay provided he/she worked any part of the holiday week.

12.5B Employees hired after June 26, 1994, to have a six (6) months wait for holiday pay and employees shall receive four (4) hours of holiday pay.

Article XII- Holidays (Continued):

12.6 Any regular full-time employee on jury duty during the holiday week will also receive the holiday pay.

12.7 Any employee receiving sick benefits or on disability benefits, or compensable disability shall not be denied holiday pay.

12.8 Employees will not be required to work past 6:30 p.m. on Christmas Eve and New Year's Eve.

12.9 One committee person per store plus the Union Stewards will receive a day off with pay for purposes of attending a Company-Union safety meeting.

12.10 One committee person per store plus the Union Stewards will receive a day off with pay for purposes of Union conferences.

12.11 Union members will receive holiday pay when temporarily holding another job with the Company not covered by this Agreement.

12.12 Sunday and Holiday work will be scheduled by a rotating list of volunteers. Those volunteers whose turn it is to work will choose by seniority the Sunday shift they prefer to work. This will be done on a weekly basis.

The remaining shifts will be filled using inverse seniority by classification.

Employees may volunteer to work the Sunday prior to their vacation and also when laid-off. In this event Sunday will be considered outside the work week.

12.13 In any store that employs a part-time Meat Cutter, there will be a full-time Meat Cutter scheduled off on Sunday and the Holiday if possible and if the full-time Meat Cutter requested off.

12.14 In any store that employs a part-time Meat Cutter, one (1) full-time Meat Cutter will have the option to work Sunday in or outside their work week.

12.15 Meat Wrappers, Deli Clerks, Chinese Food Employees and Prepared Foods Clerks will have the option to work Sunday in or outside their work week if possible.

Article XIII
Vacations

13.1 Vacations with pay shall be granted and taken on the following basis:

- One (1) week after one (1) year of continuous service.
- Two (2) weeks after three (3) years of continuous service.
- Three (3) weeks after seven (7) years of continuous service.

Article XIII - Vacations (Continued):

- Four (4) weeks after twelve (12) years of continuous service.
- Five (5) weeks after eighteen (18) years of continuous service.
- Six (6) weeks after twenty-three (23) years of continuous service.

13.2 Eligibility for vacation shall be computed from the original date of employment. Employees entitled to vacations must take their time off in the calendar year and will make their selection of vacation dates by March 1st of each year.

13.3 Part-time employees shall be granted a vacation subject to the same number of years of continuous service as pertaining to full-time employees. Each week's vacation pay for a part-time employee shall be two percent (2%) of the employee's earnings during the preceding calendar year for each week of vacation due, 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.

13.4A Vacation preference will be granted within each store on a Company seniority basis (length of continuous service). Full-time employees shall have seniority over part-time employees in all cases. Employees permanently assigned to stores shall select their vacation preference by March 1 of each year. Vacation schedule for each store shall be posted in that store. No more than one (1) employee within each classification shall be permitted to take his/her vacation in any given week, except in stores where there are ten (10) or more employees in a classification, in which event an additional employee for each ten (10) employees in that classification may take his or her vacation in the same week up to a maximum of three (3) employees per week may take his or her vacation in the same week. During the weeks preceding Christmas, New Years Day, Fourth of July, Memorial Day, Labor Day, Thanksgiving, and Easter, a maximum of two (2) employees per classification will be allowed to take vacation. For the purpose of this Article, Chief Meat Cutters, Assistant Chief Meat Cutters, Journeymen, and Apprentices will be considered as a classification. Meat Wrappers will be considered as a second classification. Delicatessen Managers, Assistant Delicatessen Managers and Delicatessen Clerks will be considered as a third classification. Assistant Prepared Foods Manager and Prepared Foods Clerks, will be considered as a fourth classification. Chinese Food Managers, Cooks, and Clerks shall be considered as a fifth classification. A Sanitor will be considered to be in the second or third classification depending in which department the particular Sanitor normally spends the majority of his hours. An employee permanently assigned to a store who does not select his or her vacation by March 1 may select his or her vacation from weeks available after April 15.

13.4B Full vacation schedules will be posted for employees' information by April 15.

13.5 Employees covered by this Agreement who have established six (6) months employment with said Employer and who are laid off shall receive their pro rata of earned vacation accumulated from the first date of employment.

13.6 Employees with three (3) or more years of continuous service may elect to split one (1) week of their vacation entitlement. Employees with five (5) or more weeks of vacation may split up to two (2) weeks of their vacation entitlement on the following basis:

Article XIII - Vacations (Continued):

- A. Must take either one (1) or two (2) days.
- B. Cannot take split vacation days in a week in which another employee of the same classification (as defined in Paragraph 13.4) has selected or taken vacation.
- C. Regularly assigned employees must give notice to the Store Manager by Tuesday noon of the week preceding the vacation day.
- D. Split vacation days cannot be taken within seven (7) consecutive calendar days preceding Thanksgiving, Christmas, Easter and Fourth of July.

13.7 Employees that retire pursuant to the provisions of the Pension Plan set forth in Article XXVI shall be paid a pro rata vacation for the time worked in the current calendar year. This shall be in addition to the vacation they had earned for the previous year.

Such pro rata vacation shall be paid as follows:

<u>Retirement During The Following Months</u>	<u>Amount of Vacation Pay For Current Year</u>
January 1 through March 31	25%
April 1 through June 30	50%
July 1 through September 30	75%
October 1 through December 31	100%

13.8 Employees receiving workers compensation payments will not also receive vacation pay for the same period of time, but will be entitled to take his or her vacation at some other period of time during the year. 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 of 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.

13.9 An employee shall forfeit his/her right to any unused vacation pay if discharged for proven wrongful misconduct. For purposes of this provision only, wrongful misconduct includes (1) theft, (2) dishonesty, and (3) malicious destruction of Company property. It is understood that the meaning of the term theft includes violation of the Company's Employee Purchase Policy.

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

Article XIV
Standing and Complaints

14.1 The Employer agrees that representatives of Local 23 can investigate the standing of employees in the market during working hours and on complaints make a complete investigation.

14.2 It is agreed that all discussions shall be held in the back room and in no case in the presence of any customer or other employees, with the exception of fellow employees who may be called into the discussion.

Article XV
Job Classifications and Descriptions

A. **CHIEF MEAT CUTTER** – (whether the employee has chosen to stay in the Union or not), is in charge of the Meat Department in the store and has the knowledge and ability to operate the department to the satisfaction of the Company. Duties include supervision of the department personnel, including discipline, ordering of merchandise, service to customers, and the operation of the department in accordance with the Company's merchandising policy.

B. **ASSISTANT CHIEF MEAT CUTTER** – shall be deemed and construed to mean any Journeyman Meat Cutter who performs as a Chief Meat Cutter in the absence of the regular Chief Meat Cutter. Both the Company and the Union recognize that employees in this classification are in progression to promotion to Chief Meat Cutter and should be responsive to exposure and training to perform all the functions of the Chief Meat Cutter.

C. **MEAT CUTTER** – a skilled Butcher Workman who has either served a complete apprenticeship in the trade or has developed equivalent ability by practical experience, and is capable of cutting and preparing meat in the forms acceptable to the retail trade and in a manner that will yield the maximum profitable cuts from a carcass or primal cuts and must also be proficient in waiting on customers and have knowledge and ability to perform the general detailed tasks in the Meat Department.

The Company may employ part-time Meat Cutters one (1) part-time Meat Cutter per store.

All the other terms of the Collective Bargaining Agreement will pertain to part-time Meat Cutters.

D. **APPRENTICE** – an individual employed for the purpose of learning all the details and developing manual skill for performing, after two (2) years of training, all the duties of a Meat Cutter, as commonly accepted in the trade.

Article XV Job Classifications and Descriptions (Continued):

E. WRAPPER – shall wait on customers, take meat or fish, cut or dressed by a Journeyman, weigh it, insert price tag, place in trays or locker boards and enclose in a cellophane wrapper which will be sealed by her/him. The Wrapper shall place this meat or fish in the Self-Service case and rotate same in case. The Wrapper shall use a slicing machine for luncheon meats, or a knife to cut liverwurst or any other luncheon meat which cannot be run through a slicer. The Wrapper may do all other work in the Meat Department not normally performed by a Journeyman Meat Cutter or Apprentice, including cleaning of cases, work tables, or any other house cleaning chores required in the Meat Department with the exception of saw, grinder and inside cooler wall. The term "Wrapper" shall apply to both male and female Wrappers.

F. DELICATESSEN MANAGER – (whether the employee has chosen to stay in the Union or not), is in charge of the Delicatessen Department in the store, and has the knowledge and ability to operate the department to the satisfaction of the Company. Duties include supervision of the department personnel, including discipline, ordering of merchandise, service to customers, and the operation of the department in accordance with the Company's merchandising policy.

G. ASSISTANT DELICATESSEN MANAGER – is the employee in charge of the Delicatessen Department in the absence of the Delicatessen Manager and will assist the Delicatessen Manager in the operation of the department. The Assistant Delicatessen Manager will have the knowledge and ability to operate the department to the satisfaction of the Company and an interest in advancing to the position of Department Manager. Duties include supervision of department personnel, ordering of merchandise, service to customers and all other duties related to the management and operation of the Delicatessen Department.

H. DELICATESSEN CLERK – is required to prepare, display, package, and sell items of the department in accordance with the Company's merchandising policies. These duties shall encompass such tasks as preparing and maintaining the equipment in a safe, clean, and orderly manner. The above duties in no way restrict the Delicatessen Clerk from performing any other departmental duties as assigned by Supervision.

I. SANITOR – will be responsible for cleaning and sanitizing the Meat and Delicatessen Departments. This shall include cleaning and sanitizing coolers, freezers, display cases, floors, walls and equipment (including dismantling and assembling) and any other cleaning or sanitizing. In the event that any Sanitor is physically unable to perform lifting or moving of heavy equipment or product, the Company shall provide the assistance of another employee, or that work shall be performed by another employee within the bargaining unit. No Sanitor shall be used within the jurisdiction of the bargaining unit if any Meat Cutter is laid off.

J. PREPARED FOODS MANAGER – (non-Union position) is in charge of the Prepared Foods department in the store and has the knowledge and ability to operate the department to the satisfaction of the Company. Duties include supervision of the department personnel, including discipline, ordering of merchandise, service to the customers, operation of the department in accordance with the Company's Merchandising Policy, and performing all functions in the department.

Article XV Job Classifications and Descriptions (Continued):

K. ASSISTANT PREPARED FOODS MANAGER – is the employee in charge of the Prepared Foods Department in the absence of the Prepared Foods Manager and will assist the Prepared Foods Manager in the operation of the department. The Assistant Prepared Foods Manager will have the knowledge and ability to operate the department to the satisfaction of the Company and an interest in advancing to the position of Department Manager. Duties include supervision of department personnel, ordering of merchandise, service to customers and all other duties related to the management and operation of the Prepared Foods Department.

L. PREPARED FOODS CLERK – is required to prepare, display, package, and sell items of the department in accordance with the Company's Merchandising Policies. These duties shall include such tasks as preparing product and maintaining the equipment in a safe, clean, orderly manner, and conform to the Company's sanitation procedures and standards.

M. GOURMET CHEF – shall set case, prepare and cook all gourmet items for purpose of sale, prepare all food items for catering purposes, and perform all catering events and all other tasks related to the operation of the gourmet department and serving customers.

N. CHINESE FOOD MANAGER – (Non-Union position) is in charge of the chinese food department in the store and has the knowledge and ability to operate the department to the satisfaction of the Company. Duties include supervision of personnel including discipline, ordering of merchandise, servicing customers, operation of the department and performing all functions.

O. CHINESE FOOD COOK – Shall set case, prepare and cook all chinese items for purpose of sale, prepare all food items for catering purposes and perform all catering events and all other tasks related to the operation of the department and the servicing of customers.

P. CHINESE FOOD CLERK – is required to prepare, display, package and sell items of the chinese department, these duties shall include such tasks as preparing product, servicing customers and maintaining the equipment in a safe clean and orderly manner.

Article XVI
Hours and Overtime

16.1 The basic full-time work day shall be eight (8) hours in a period of eight and one-half (8 1/2) or nine (9) hours, with one-half (1/2) or full uninterrupted hour for meals. No employee shall be required to work longer than five (5) hours without time off for meals. Work in excess of forty (40) hours in any one (1) week or eight (8) hours in any one (1) day shall be paid at the rate of time and one-half. Overtime pay shall be computed on the day or on the week, whichever is greater, but in no case on both.

16.2 The normal full-time work week shall be forty (40) hours to be worked in five (5) eight (8) hour days, Monday through Saturday. The normal part-time work week for employees hired prior to June 2, 1991 and scheduled to work in the Meat Department shall be twenty-four (24) hours to be worked in no more than five (5) days, Monday through Saturday. The normal part-time work week for

Article XVI - Hours and Overtime (Continued):

employees hired prior to June 2, 1991 and scheduled to work in the Delicatessen and Prepared Foods Departments shall be twenty (20) hours to be worked in no more than five (5) days, Monday through Saturday. Employees hired after 6-2-91 to be scheduled a minimum of sixteen (16) hours.

16.3 There shall be no split shifts for regular or part-time employees.

16.4 All work performed on the sixth (6th) day shall be paid for at the rate of time and one-half.

16.5A A regular full-time employee shall be guaranteed forty (40) hours work per week. Employees, when required to perform overtime work, shall not be given time off in lieu of overtime pay. Any employee working thirty (30) hours or over Monday through Saturday shall be paid the full-time rate for the number of hours actually worked, if paragraph 16.5B is not applicable.

16.5B If a part-time employee works over twenty-nine (29) hours Monday through Saturday because of working replacement hours, he or she will be paid at their regular part-time rate; except if such part-time employee works forty (40) hours, in which case such part-time employee will be paid the appropriate full-time rate. Replacement hours are hours which another employee was originally scheduled to work. If a store uses replacement hours, they will be offered to the senior part-time employee scheduled in that store, provided that he or she is available to work the hours needed, a split shift will not result, and the hours will not result in a six (6) day work week or overtime.

16.6 All night work (except Saturday) shall be divided equally within a particular store on the following basis:

- Assistant Chief Meat Cutter, Meat Cutter, Part-Time Meat Cutters, and Apprentice
- Between full-time and part-time Meat Wrappers
- Between Assistant Delicatessen Manager and full-time and part-time Delicatessen Clerks
- Between full-time and part-time Seafood Employees
- Between Assistant Prepared Foods Manager, full-time and part-time Prepared Foods Employees
- Between full-time and part-time Chefs
- Between full-time and part-time Chinese Food Cooks
- Between full-time and part-time Chinese Food Clerks

Saturday night work shall be rotated within a particular store on the following basis:

- Assistant Chief Meat Cutter, Meat Cutter, part-time Meat Cutter, and Apprentice
- Between full-time and part-time Meat Wrappers
- Between Assistant Delicatessen Manager and full-time and part-time Delicatessen Clerks
- Between full-time and part-time Seafood Employees
- Between Assistant Prepared Foods Manager, full-time and part-time Prepared Foods Employees
- Between full-time and part-time Chefs
- Between full-time and part-time Chinese Foods Cooks
- Between full-time and part-time Chinese Foods Clerks

Article XVI - Hours and Overtime (Continued):

It is understood and agreed that an employee may volunteer to work more nights than set forth in this Section. This Section does not apply to Sanitors.

16.7 All overtime shall be divided equally, within classification, as set forth in 4.1 of this Agreement.

16.8 Part-time employees hired prior to June 2, 1991 that are scheduled in the Meat Department for the week shall be guaranteed twenty-four (24) hours per week. Part-time employees hired prior to June 2, 1991 that are scheduled in the Delicatessen Department, Chinese Department, and Prepared Foods Department for the week shall be guaranteed twenty (20) hours work per week. Part-time employees that are hired after June 2, 1991 that are scheduled to work in the Meat, Delicatessen, Chinese Department, and Prepared Foods Departments for the week shall be guaranteed sixteen (16) hours.

Part-time employees in the work force 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.

16.9 All employees are to be guaranteed four (4) hours of work or pay when scheduled to work.

16.10 Part-time employees assigned to work in a particular store for less than forty (40) hours in that work week, may be assigned additional hours that become available in that particular store in that work week.

16.11 The eighty (80) most senior part-time employees shall be guaranteed no less than twenty-four (24) hours. As each of the named employees is removed from the list of part-timers, he or she will be replaced by the next senior currently employed part-timer. No employee hired after October 15, 1980 will be eligible for this hours guarantee.

16.12 Any employee called out to work on his/her day off shall be paid at the rate of time and one-half for that day with the exception of any employee wishing to trade his/her day off with another employee, within classification, the employee shall make the arrangement and report to the Chief Meat Cutter.

16.13 The hours for each employee shall be scheduled by the Employer, and the work schedule for all regularly scheduled employees shall be posted no later than 2:00 p.m. Thursday for the following week.

16.14 The daily hours of work shall be consecutive for both male and female employees except for the lunch period. Lunch periods may be one (1) hour or one-half (1/2) hour which is to be determined by the majority of that particular Meat Department with the approval of Company supervision. Once the determination is made, this shall continue for a period of three (3) months. It may be extended beyond three (3) months by mutual agreement. For the purpose of this Article, the Delicatessen, Prepared Foods, Chinese Food and Meat Departments shall be treated separately.

Article XVI - Hours and Overtime (Continued):

16.15 Work in excess of eight (8) hours on any week day shall be compensated at the rate of one and one-half (1 1/2) times the normal rate of pay. If an employee is required to work outside of his/her regular schedule, he/she shall not be required to take time off from his/her schedule that week in order to avoid overtime.

16.16 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 (15) minute rest periods; the first to occur 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 each 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) fifteen (15) minute rest periods. A twenty (20) minute paid meal period shall be paid to employees that work ten (10) hours in any one (1) day.

16.17 All scheduled hours after 6:00 p.m. shall be considered night work.

16.18 Night cutting, night wrapping, and night work done in Delicatessen, Chinese, and Prepared Foods Departments will be permitted in stores that have an average sales volume of \$25,000.00 or more, per week, during fiscal quarters of the Company. It is further agreed that night work may be permitted in stores that average less than \$25,000.00 per week during fiscal quarters of the Company when mutually agreed upon by the Company and the Union. Night cutters, night wrappers, night delicatessen clerks and night prepared foods clerks shall be scheduled on the following basis:

16.18A Night cutters, night wrappers, night delicatessen clerks, Chinese food employees, and night prepared foods clerks will be assigned from a list of volunteers in that particular store. If no volunteers are available, the most junior Cutter, Wrapper, Delicatessen, Chinese Food Employees, or Prepared Foods Clerk will be assigned to the Night job.

16.18B Night cutters, night wrappers, night delicatessen clerks, night Chinese food employees, and night prepared foods Clerks must be scheduled for no less than an eight (8) hour shift and a night cutter must be offered to full-time or part-time meat cutter. In the event the Company is able to use a part-time meat cutter, they may work less than eight (8) hours.

16.18C No night cutter, night wrapper, delicatessen clerk, night Chinese food employees, and prepared foods clerk will be scheduled to work hours at night unless there are other personnel working in the store.

16.18D In the event night cutters, night wrappers, night delicatessen clerks, Chinese food employees, and night prepared foods clerks do not work five (5) nights in any week, they shall be granted a minimum of twenty-four (24) hours off to be considered as a day off.

16.18E There shall be a period of twelve (12) hours or more from the end of one shift to the beginning of the next.

Article XVI - Hours and Overtime (Continued):

16.18F Night cutters, night wrappers, night delicatessen clerks, night Chinese food employees, and night prepared foods clerks will receive the night premium pay for vacation and holiday pay.

16.18G Night starting time shall begin from 10:00 p.m. until 12 midnight.

16.18H When employees are working as night cutters, night wrappers, night delicatessen clerks, night Chinese food employees, and night prepared foods clerks they shall receive a night premium as set forth in Section 16.21 of this Agreement.

16.18I Night cutters, night wrappers, night delicatessen, night Chinese food employees, and night prepared foods workers will be scheduled to work one of the following:

- (1) All nights per week, or
- (2) Nights then days per week, or
- (3) Days then nights per week.

16.19 Temporary relief between Meat Wrappers and Delicatessen Clerks will be permitted to cover lunch periods, rest periods, and sick replacement of one (1) day duration. If no wrapper is available, Assistant Chief Meat Cutter, Journeyman Cutter or Apprentice may cover a Deli for breaks or lunches or one day sick replacement, during the hours in which a Deli is open for business.

16.20 The daily hours of work shall be scheduled between 5:00 a.m. and 10:00 p.m., except for Night Cutters; however, the following shall apply to stores open for extended business hours, and stores open for business on Sunday and Holidays:

16.20A In Meat Departments employing four (4) or more employees in the classification of Chief Meat Cutter, Assistant Chief Meat Cutter, Meat Cutter, and Apprentice, one (1) of these employees shall be on duty during the hours between 6:00 a.m. and 10:00 p.m. In other Meat Departments, a Meat Department employee shall be on duty between the hours of 6:00 am and 6:00 p.m.

16.20B Delicatessen, Chinese Food employees, and Prepared Foods employees shall be on duty in the Delicatessen and Prepared Foods Departments when the Delicatessen, Chinese, and Prepared Foods Departments are open for business.

16.20C The coverage language as stated in 16.20 and 16.20A shall not apply to the smallest volume Meat Departments (Meat Departments with volumes of \$25,000.00 or less in weekly sales). The \$25,000.00 weekly sales figure shall be increased annually by the inflation rate.

16.20D The Meat Department will be covered for a minimum of four (4) hours on Sunday except for the stores covered by 16.20C where there will be no minimum Sunday coverage.

16.21 Night premium amount and hours.

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Article XVI - Hours and Overtime (Continued):

16.21A A night premium compensation of thirty cents (.30) per hour shall be paid for all hours worked on the night cutting shift.

16.21B Overtime payments for work performed during the above stated hours in sub-paragraph A of this Section shall be computed and paid on the basis of the employee's regular rate, plus he or she shall also receive the night premium compensation.

Article XVII
Working For Competition

17.1 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.

17.2 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.

17.3 Any employee who enters into a business competing with the Company will be subject to discharge.

Article XVIII
Apprentices

18.1 The Company shall notify all employees of Apprentice opportunities.

For every forty (40) Meat Cutters (Chief Meat Cutter (whether Union or not) and Assistant Chief Meat Cutter to be included), one (1) Apprentice, selected from volunteers by seniority, shall be in training at all times.

18.2 When Apprentices have worked two (2) years at the trade, they automatically become Journeymen and shall be paid as such. Apprentices may be employed in each Meat Department, one (1) Apprentice in each meat market that has averaged \$5,000.00 or over per week during the previous three (3) months or one (1) Apprentice for the first four (4) Journeymen, (the Chief Meat Cutter and Assistant Chief Meat Cutters to be considered Journeymen for the purpose of this Article). It is agreed that there shall be no more than one (1) Apprentice in any one (1) Meat Department.

18.3 Employees shall be considered for appointment into Apprentice positions according to their ability, experience, physical condition, and length of service. It is understood that in no case will the rate of an employee who is being reclassified to Apprentice be lower than the rate he/she already is receiving. The maximum time credit allowed toward the two (2) year apprenticeship training schedule will be six (6) months.

18.4 A Journeyman may be transferred from a store to make room for an Apprentice only if the Journeyman, Company, and the Union agree the move will be beneficial to the operation.

Article XVIII - Apprentices (Continued):

18.5 Apprentices may be given an extra thirty (30) day probationary period, but it is understood and agreed that if the additional thirty (30) days are required, it shall not be within the same store.

18.6 The Company may also employ Apprentices on another basis as additional personnel over normal payroll, to be assigned to specific stores with a meat volume of \$4,000.00 per week or more; such assignments to be on a non-transferable basis during the first six (6) months for the intensive training. Following this first six (6) months period, these particular Apprentices can be transferred for replacement assignments and their payroll charged to the respective stores in which placed. The Union will be notified in writing as to the name and location of anyone hired in this training category. A representative of the Company and the Union shall jointly make periodic performance examinations of each Apprentice under the program.

Employees promoted to apprenticeship shall not assume the permanent classification of Apprentice for ninety (90) days. After said ninety (90) days, the apprentice shall not be reduced in classification. It is further agreed and understood that the Company or the Union may terminate the above paragraph at any time by written notice to the other. An apprentice reduced or stepping down will be reassigned to the classification he or she held previously.

18.7 An employee entering into the Meat Apprentice Program will be paid under the following formula.

Employees rate at the time of reclassification to the Apprentice program will be subtracted from the appropriate cutter rate. The difference will be divided by four. The difference will then be added to the employee's rate and that will be the cents per hour increase the apprentice will receive the first six months, second six months, third six months, and the fourth six months of their apprenticeship. At the conclusion of the apprentice program the employee will receive the appropriate Journeyman Cutter rate.

18.8A Part-Time Meat Cutters can not, for any reason displace an apprentice Meat Cutter.

18.8B All Meat Cutter apprentice positions will be full-time positions. Upon completion of the Apprentice Program, that Apprentice will be a full-time Meat Cutter, except where an employee requests to be a part-time Meat Cutter.

18.9 Accelerated Meat Apprentice Program

The following are the terms and conditions regarding the Accelerated Meat Apprentice Program:

1. Trainers will receive the same hourly rate as Assistant Meat Managers.
2. Trainees (Apprentices) shall receive the hourly rate as outlined in Article XVIII of the contract for Meat Apprentices.

Article XVIII - Apprentices (Continued):

3. If a trainer or trainee leaves the program for any reason, he or she shall return to their original store and classification (except in cases of promotion).
4. Trainers or trainees may bid on open positions as they occur and will be considered in accordance with the terms of the contract. For purposes of Laterals and Bids, trainers will be treated as a Journeyman.
5. In promotions to the position of trainer, selection will be based on seniority if the candidate is deemed by the Company to be able.
6. Trainers and trainees will have the ability to work Sundays within the store they are assigned in accordance with their seniority and ability to perform the work.
7. When promoted from trainee to Journeyman Cutter, the employee's original hire date will be used as their seniority date. However the employee will not have the ability to bump existing Journeymen at the time of promotion.

Article XIX
Service in Markets

19.1 None other than members shall be permitted to serve the trade in the cutting and sales of meat in Meat Department except for Chief Meat Cutter, Delicatessen Manager, Chinese Food Manager, and Prepared Foods Manager who are non-union management.

19.2 Local 23 shall have jurisdiction over all meats, including package items (fresh, frozen, and smoked meats; poultry; fresh or frozen fish; rabbits; sausage; canned or jarred meats, one (1) pound or over when such are 100% meat, fish, or fowl). The preceding merchandise customarily and normally handled and prepared on or off the store premises and offered for sale in the store, shall continue to be serviced by members of the bargaining unit in those stores having Meat Departments, except for Chief Meat Cutter, Delicatessen Manager, Chinese Food Manager, and Prepared Foods Manager who are non-union management shall continue to work as in the past. In the event the Company should handle and sell counter-service delicatessen-type merchandise covered by this Agreement, such items will be carried in the Meat Department.

Furthermore, the handling, processing and offering for sale of fresh and frozen meats, poultry, fish, rabbits, sausage, and smoked meat which has customarily been performed by bargaining unit employees in the store shall continue to be within the work and collective bargaining jurisdiction of the Union, exception: Chief Meat Cutter, Delicatessen Manager, Chinese Food Manager, and Prepared Foods Manager, who are non-union management shall continue to work as in the past, regardless of place of performance (1) to the extent that such work continues to be performed by the Company, and (2) to the extent such work is performed by the Company within the Union's geographical area or representation as set forth in this Agreement. Specifically, although only the Company's store Meat Departments in the aforementioned geographical area are covered by this Agreement, the Company recognizes that the Union has work and collective bargaining jurisdiction over the Company's

Article XIX - Service In Markets (Continued):

Delicatessen operations, store prepared and/or hot foods operations, meat warehouses, and central cutting plants, when any such operations are located within the Union's aforementioned geographical area. Provided that:

19.2A The Company shall retain managerial discretion in the areas of work methods and/or processes and merchandising, including but not limited to the right to introduce new or change existing work methods and/or processes (centralized or decentralized), to introduce new equipment and/or technological processes, and to obtain and sell pre-cut, pre-packaged, pre-processed, pre-priced etc., products from outside sources;

19.2B The Company shall discuss any major change with the Union prior to the change;

19.2C None of the named employees (Appendix III) who represent one hundred percent (100%) of the remaining full-time employees on the payroll as of August 23, 1976 will be displaced (i.e., deprived of a job), reduced in rate of pay and/or reduced below regular full-time status (i.e., forty (40) hours per week) because of the managerial discretion described in sub-paragraph (A) above. A full-time employee is one who, at the time of the change, has completed his probationary period and is actively working, is on an approved leave of absence, or is absent because of illness or injury.

19.2D If after the exercise of such managerial discretion described in sub-paragraph (A) above there are any violations or unresolved questions concerning displacement, reduction in rate of pay, and/or reduction below full-time status, the Union may submit such violations and questions to the Arbitration Procedure in this Agreement.

19.3 The restrictions in Article 19 stated above do not apply to the positions of Chief Meat Cutter, Delicatessen Manager, Chinese Food Manager, and Prepared Foods Manager, who are in non-union management positions and are intended to perform the work described in Article 19 above.

19.4 Where low temperature and/or self-service cases are used for any of such merchandise coming under the jurisdiction of Local 23, such cases shall be served only by members of Local 23. This also includes vending machines.

19.5 It is understood and agreed to that cutting and wrapping rooms are to be no less than fifty-five (55) degrees Fahrenheit.

In the event City, County, State or Federal rules and regulations require a temperature in cutting and wrapping rooms lower than fifty-five degrees (55) Fahrenheit, the Company and Union will meet to determine the appropriate protective clothing needed. Such protective clothing will be supplied by the Company.

19.6 Salesmen for outside companies and supervisors for the Company, excluding Chief Meat Cutter, Delicatessen Manager, Chinese Food Manager, and Prepared Foods Managers shall not be permitted to do work in the store normally done by store employees, except when opening a new or remodeled store for which the period shall be for one (1) week only. This shall not prevent the Company Supervisor from instructing employees.

Article XX
Detrimental Acts

20.1 No employees shall be required to make any written or verbal agreements that will conflict with this Agreement.

Article XXI
Cooperation

21.1 The Employer and the Union each represent 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 the information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, and to set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

21.2 The Company agrees to make provisions for the safety and health of its employees at the place and during the hours of their employment, and the Union recognizes the duty of the employees to cooperate with the Company by taking all reasonable steps for the protection of their safety and health.

21.3 In order to achieve this goal, the Company and Union will establish a joint Company and Union Safety and Health Program composed of an equal number of Union Officials and Company Officials.

21.4 In case of a store closing due to fire, flood, riots, or other Acts of God, the Company will make every reasonable effort to relocate the affected employees in other stores.

Article XXII
Management and Prerogatives

22.1 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 regulation 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 the provisions of this Agreement, are vested exclusively in the Employer. Such rights shall not be used for the purpose of discrimination against any member of the Union.

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Article XXIII
Change of Ownership

23.1 This Agreement shall be binding upon the Company herein and its successors and assigns, and no provision herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment, or any other disposition of the Company herein or by any change to any other form of business organization, or by any change, geographical or otherwise, in the location of the Company herein. The Company agrees that it will not conclude any of the above transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full term hereof, regardless of any change of any kind in management, location, form of business organization, or ownership.

Article XXIV
Health and Welfare

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

24.2 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.

24.3 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 except as otherwise provided in 24.4. All 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.

24.4 Health benefits provided through the Company's contributions to the UFCW, Local 23 and Employers Health Fund are:

For eligible full-time employees hired prior to June 26, 1994 and their eligible dependents:

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

For eligible full-time employees:

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

Article XXIV - Health and Welfare (Continued):

Full-time employees hired after June 26, 1994 with six (6) months of continuous service and their eligible dependents to receive the following health benefits:

Hospital/Medical Benefits
Dental benefits (\$200 plan)
Vision care benefits

For the eligible full-time employee

Preventive Health Care Benefit
Life Insurance (\$2,500)
Accidental death and dismemberment Insurance (\$2,500)

For eligible part-time employees hired prior to October 1, 1980:

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

For eligible part-time employees hired on or after October 1, 1980 and prior to June 26, 1994:

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

For eligible part-time employees hired on or after June 26, 1994 with one (1) year of continuous service are eligible for the following benefits:

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 or after June 26, 1994 and prior to March 1, 1999 receive the following additional benefits:

Hospital/Medical Benefits

Article XXIV - Health and Welfare (Continued):

After completion of twenty-four (24) months continuous service all eligible part-time employees hired after March 1, 1999 receive the following additional benefits:

Hospital/Medical Benefits

24.5 The amount of monthly contributions for each eligible employee shall be:

EFFECTIVE MARCH 1, 1999

**Full-time Hired
Prior to 6-26-94**

\$392.50

**Full-time Hired
On and After 6-26-94**

\$321.50

**Part-time Hired
Prior to 10-1-80**

\$150.50

**Part-time Hired
On and After 10-1-80
and Prior to 6-26-94**

\$142.75

PART-TIME HIRED ON AND AFTER 6-26-94

After 12 Months Service

\$5.25

**After 21 or 24 Months
(as applicable) Service**

\$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 Agreement, the Company shall have the right to pay the lesser amount to maintain the current level.

24.6 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 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.

24.7 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.

Article XXIV - Health and Welfare (Continued):

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24.8 When an employee is reclassified, 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.

24.9 Contributions and benefits cease as follows:

A. Full-time employees—non-occupational disability—end of sixth (6th) month following the month in which the disability commences.

B. Part-time employees—non-occupational disability—end of fourth (4th) month following the month in which the disability commences.

C. Full-time employees—occupational disability—end of twelfth (12th) month following the month in which the disability commences.

D. Part-time employees—occupational disability—end of third (3rd) month following the month in which the disability commences.

E. Full-time and part-time employees—lay-off—end of third (3rd) month following the month in which the lay-off commences.

F. Full-time and part-time employees—personal leave of absence—end of one (1) month following the month in which the personal leave of absence commences.

G. Full-time and part-time employees—termination of employment and military leaves of absence—end of month in which the termination of employment occurs or the military leave of absence commences.

24.10 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.

24.11 For employees age 62 or older, who retire on and after October 1, 1977, the Company shall make the required contributions to the Local 23 Health Fund to provide four thousand (\$4,000.00) dollars life insurance, hospital benefits and comprehensive major medical benefits for the retired employee until the retired employee attains age 65. When the retired employee attains age 65, the Company shall make the required contributions to the Local 23 Health Fund to provide four thousand (\$4,000.00) dollars life insurance, hospital benefits and comprehensive major medical benefits as supplemental coverage to the retired employee's Medicare coverage.

24.11A In order to qualify for retiree benefits an employee must have worked for the Company for twelve (12) continuous years and must already be collecting a pension. So that they do qualify, the Company agrees to red circle any existing employee on the payroll as of June 26, 1994 who could not qualify under this provision by working twelve (12) years by the time the employee reaches age sixty-two (62).

Article XXIV - Health and Welfare (Continued):

24.12 The Company shall not make contributions for the following month on behalf of employees who voluntarily limit their hours on a regular basis 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.

Article XXV
Disability and Prescription

25.1 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 October 1, 1980 to three days.

25.2 Non-occupational disability benefits are as follows:

A. Non-occupational disability benefits for full-time employees hired prior to June 26, 1994 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-fifteen (\$215.00) dollars each week for the first six (6) weeks and not to exceed two hundred twenty five (\$225.00) dollars 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 benefits shall begin on the first (1st) day of the accident or on the first (1st) day of the hospital confinement as certified by the employee's doctor.

B. Non-occupational disability benefits for eligible part-time employees hired prior to October 1, 1980, shall be paid up to a maximum of thirteen (13) weeks for each period of disability, to be paid at one hundred-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 (1st) day of the accident as certified by the employee's doctor.

C. Non-occupational disability benefits for eligible part-time employees hired on or after October 1, 1980, 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 (\$50.00) 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 (1st) day of the accident as certified by the employee's doctor.

Article XXV - Disability & Prescription (Continued):

D. Non-occupational disability benefits for eligible full-time employees hired on or after June 26, 1994 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. 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 (1st) day of the accident as certified by the employee's doctor.

25.3 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 one (1) month, 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.

25.4 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 also working for at the time of the accident or at the beginning of the illness.

25.5 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.

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

25.7 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.

25.8 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.

25.9 Prescriptions must be filled at Giant Eagle pharmacies.

25.10 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.

Article XXV – Disability & Prescription (Continued):

- 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.

25.11 The Company agrees to parallel their 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 Administrator to Giant Eagle's Personnel and Labor Relations Department and Benefits Department.

Article XXVI

Pension

26.1 The Company shall contribute to the Pension Fund at the current contribution level for the life of this Agreement for all existing employees as set forth in Appendix I, attached hereto, and made part of this Agreement, hereinafter referred to as "Pension Fund."

Article XXVII

401K

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

- The employees must be age 21
- Must work 1,000 hours in a consecutive twelve (12) month period to first qualify.
- If not qualified in first year of employment by working 1,000 hours, then calculation of 1,000 hours is done by calendar year.
- Employees may contribute an amount equal to two (2%) percent to twelve (12%) percent of regular earnings (Regular hours worked only).
- Company to contribute twenty-five (25%) percent on the first four (4%) percent of an employee's regular earnings that an employee contributes.

Article XXVIII

Legal Benefits

28.1 The Company shall participate in and contribute to the United Food and Commercial Workers Union, Local 23 and Employers Legal Fund.

Article XXVIII - Legal Benefits (Continued):

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

28.3 The Company shall contribute no more than five cents (\$.05) per hour for all hours worked for each eligible employee. This Contribution rate shall continue for the life of the Agreement unless less money is needed to maintain the current level of benefits.

28.4 Effective April 1, 1999, the Company shall contribute no more than six cents (\$.06) per hour for all hours worked for each eligible employee. This Contribution rate shall continue for the life of the Agreement unless less money is needed to maintain the current level of benefits.

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

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

Article XXIX
Separate Contracts

29.1 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 4.17) 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 4.17.

Article XXX
Separability Clause

30.1 The provisions of this Agreement are deemed to be separable to the extent that, if and when a court of last resort adjudges any provision of this Agreement in its application between the Union and undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further that, in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet within thirty (30) days for the purpose of re-negotiation and agreement on provision or provisions invalidated.

All practices and agreements will be void as of the signing of this new Agreement.

Article XXXI
Credit Union Deductions

31.1 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.

Article XXXII
Wages

32.1 Rates of pay as set forth in the Wage Schedule, attached hereto, shall remain in effect for the life of this Agreement and shall constitute the basis for determining the wages for time worked.

32.2 When a regular or part-time employee is reclassified to a full-time or regular position, the employee reclassified shall receive credit toward his or her full-time rate 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 rate. A full-time employee reduced to part-time who again becomes full-time will not be in a lower bracket than when previously full-time.

The Company reserves the right to grant or deny a requested transfer from one bargaining unit to another.

If an employee is permitted to transfer to another bargaining unit:

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 rates 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 bargaining unit.

32.3 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.

Article XXXIII

Jury Duty

33.1 The Employer shall pay all employees called to Jury Duty the difference between their regular wages and the Jury pay. To qualify for this payment, the employee must inform the Employer of his/her 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.

Article XXXIV

Non-Union Management

34.1 The positions of Chief Meat Cutter, Delicatessen Manager, Chinese Food Manager, and Prepared Foods Manager to continue work as in the past.

34.2 All future Chief Meat Cutter, Delicatessen Manager, Chinese Food Manager, and Prepared Foods Manager, positions to be non-bargaining unit positions and the Company shall have the right to fill these positions at the Company's sole discretion. However, the Company agrees to fill the positions of Chief Meat Cutter, Delicatessen Manager, Chinese Food Manager and Prepared Foods Manager from Company employees within Local 23 (former 424) when filling these positions.

34.3 Any employee who leaves the bargaining unit to take a management position shall have six (6) months to decide whether he wants to return to the bargaining unit with full seniority rights to his former position. The Company will have discretion of transferring any such employee back to the bargaining unit at any time within the six (6) month period with full seniority rights to his former position.

Article XXXV

Non-Discrimination

35.1 There shall be no discrimination against employees or applicants for employment because of race, color, religion, national origin, sex, age, disability or union membership.

35.2 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.

Article XXXVI

Death Benefits

36.1 In the event of a death in the immediate family of a full-time employee, said employee shall be allowed five (5) days off 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, brother and sister of the employee, step-parents, grandparents and grandchildren of both

Article XXXVI - Death Benefits (Continued):

the employee and spouse, and any other relative who normally resided in the same household with the employee. In the event of a death of the employee's brother-in-law or sister-in-law, the employee shall receive one (1) day off with pay for the purpose of attending the funeral. In no event shall the employee receive more than forty (40) hours pay for the week.

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

36.3 In addition to 36.1 and 36.2 above, the Company will pay one (1) additional day's pay when an employee has to travel two hundred (200) miles or more, one (1) way, to attend the funeral.

36.4 If a death in the immediate family occurs during an employee's vacation, the employee may reschedule his/her affected vacation on a daily basis later that calendar year.

36.5 This death benefit Article shall not apply whenever the employee is absent from work due to vacation or extended illness.

Article XXXVII
Part-Time Meat Cutter

37.1 The Company agrees that if at the end of the current Collective Bargaining Agreement, if the Union and the Company desires, all part-time Meat Cutters positions will be eliminated.

37.2 The parties agree that neither can foresee all the problems and situations that may arise subject to the addition of Part-Time Meat Cutters.

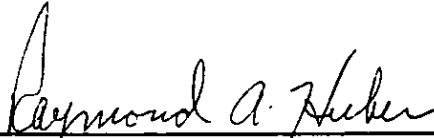
Therefore, prior to any change, either party must request a meeting, in writing, to the other party, to meet and discuss the issues involved in an effort to reach a mutual resolution.

In the event no agreement is reached, all terms and conditions of this agreement shall remain in effect.

Article XXXVIII
Expiration

38.1 It is further agreed that this Agreement shall be in effect from March 1, 1999 to and including June 20, 2004, and from year to year thereafter subject to amendment, alteration, or termination by either party upon written notice given sixty (60) days prior to the anniversary date of this Agreement.

FOR THE COMPANY
GIANT EAGLE MARKETS COMPANY

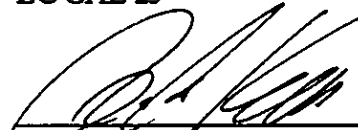


Raymond A. Huber, Vice-President
Personnel & Labor Relations

May 5, 1999

Date Signed

FOR THE UNION
UNITED FOOD & COMMERCIAL WORKERS
LOCAL 23



Ronald M. Kean, President

May 7, 1999

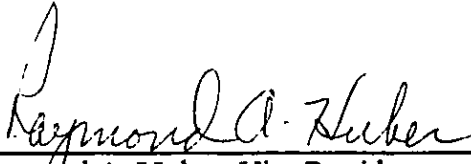
Date Signed

LETTER OF AGREEMENT - I
Personal Days

Any employee after one year of service may be granted personal holidays 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 COMPANY
GIANT EAGLE MARKETS COMPANY

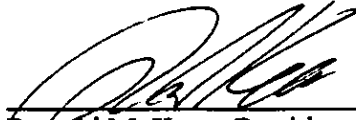


Raymond A. Huber, Vice-President
Personnel & Labor Relations

May 5, 1999

Date Signed

FOR THE UNION
UNITED FOOD & COMMERCIAL WORKERS
LOCAL 23



Ronald M. Kean, President

May 7, 1999

Date Signed

APPENDIX I

(1) By Agreement with Employers, the International Union with which this Local Union is affiliated has established a Pension Fund designated as the United Food & Commercial Workers International Union and Industry Pension Fund (the "Pension Fund").

(2) For full-time employees and part-time employees hired prior to November 4, 1983, the Company shall pay to the Pension Fund, each calendar month for each eligible full-time employee and each part-time employee who has worked in the calendar month preceding the month in which payment is due, the monthly contribution as set forth below:

A. The Company agrees to contribute in behalf of all eligible full-time employees hired prior to November 4, 1983. The contribution rate of \$59.18 per month for the life of the Contract.

B. The Company agrees to contribute for each eligible part-time employee hired prior to November 4, 1983, the contribution rate of nineteen dollars (\$19.00) per month for the life of the Agreement.

C. An eligible employee is a full-time employee who has completed the probationary period and who has worked forty (40) hours per week for eight (8) consecutive weeks or forty (40) hours per week in any thirty-nine (39) weeks in a calendar year as stated in Article IV, Paragraph 4.13 of the Collective Bargaining Agreement. However, if a full-time employee reduces himself to a part-time status, on the record of both the Company and the Local Union, contributions shall be reduced to the part-time contribution for such period of time as he or she remains part-time.

(3) FULL-TIME AND PART-TIME EMPLOYEES HIRED AFTER NOVEMBER 4, 1983:

The Company shall pay to the Pension Fund each calendar month for each eligible full-time and part-time employee with twelve (12) months continuous service who had worked in the calendar month preceding the month in which payment is due, the hourly contribution as set forth below:

A. The Company agrees to pay thirteen and two tenths of a cent (13.2) per hour for each hour worked for each eligible full-time and eligible part-time employee hired after November 4, 1983 for the life of the Agreement.

(4) Contributions shall also be paid for periods of absence from work due to illness or injuries, however, not to exceed one (1) month after the month in which the illness or injury occurred. In case of compensable injuries, the Employer will make contributions for three (3) months including the month in which the injury occurred.

Vacations shall be considered as time worked.

(5) The obligation to pay contributions to the Pension Fund shall in no way affect any rights to discharge an employee granted the Company under this Collective Bargaining Agreement. If any inconsistency exists between the terms of this Pension Article and any other provision in this Collective Bargaining Agreement, the terms of this Pension Article shall prevail.

APPENDIX I (Continued):

(6) Company contributions to the Pension Fund shall be used to provide retirement benefits for eligible employees in accordance with the Pension Plan adopted from time to time by the Trustees of said Pension Fund (the "Trustees"). Eligible employees shall, pursuant to said Pension Plan, receive retirement benefits at Benefit Level as defined in Article III, Section 2 of the Pension Plan, a copy of which Pension Plan the Company has received.

(7) The Company's obligation hereunder to contribute to the Pension Fund shall not be subject to any expressed or implied bargaining agreement, notwithstanding any provision to the contrary herein contained. In addition to any other remedy which may otherwise be available to any of them, the Union, the Trustees of the Pension Fund, or both, shall have the right to sue in any court of competent jurisdiction to secure the payment of any monies due hereunder without the necessity of first utilizing any other remedy.

(8) The Company adopts and agrees to be bound by all of the terms and provisions of the United Food & Commercial Workers International Union and Industry Pension Fund Agreement and Declaration of Trust, as amended from time to time (the "Trust Agreement"), as fully as if the Company was an original party thereto, a copy of which Trust Agreement the Company has received. The Company hereby designates its representatives on the Board of Trustees of the Fund, the Employer Trustees named in said Trust Agreement, together with their successors selected in the manner provided therein. The Company agrees to be bound by all actions taken by said Trustees pursuant to the powers granted them by the Trust Agreement.

(9) Nothing in this Collective Bargaining Agreement shall authorize the Board of Trustees to increase the amount of contributions required to be paid by the Company pursuant hereto, to extend the period for which the contributions shall be made or to authorize the Board of Trustees to bind the Company in any manner inconsistent with the terms of this Collective Bargaining Agreement or the Trust Agreement.

(10) The Company shall contribute to the Pension Fund, as provided herein, only if said contributions are deductible by the Company for Federal Income purposes. The Company shall participate in the Pension Fund only if such participation or the continuation thereof shall not impair the Pension Funds' qualification under applicable Internal Revenue Code provisions and Internal Revenue Service rulings and regulations.

APPENDIX II

Complete list of employees on file at the Company and Union Office. Employees with seniority dates from April 7, 1930 to and including April 1, 1974, comprise this list.

APPENDIX III

Complete list of employees on file at the Company and Union Office. Employees with a seniority date from April 7, 1930 to and including August 23, 1976 comprise this list.

ADDENDUM

A Union employee filling a temporary opening as a, Prepared Foods Manager, or Chinese Food Manager, as per Article IV, will be paid as follows:

	<u>Effective</u> <u>03/01/99</u>	<u>Effective</u> <u>06/25/00</u>	<u>Effective</u> <u>06/24/01</u>	<u>Effective</u> <u>06/23/02</u>	<u>Effective</u> <u>06/22/03</u>
Chief Meat Cutter	\$ 14.36	\$ 14.61	\$ 14.86	\$ 15.11	\$ 15.36
Delicatessen Manager	\$ 12.75	\$ 13.00	\$ 13.25	\$ 13.50	\$ 13.75
Chinese Food Manager	\$ 11.00	\$ 11.25	\$ 11.50	\$ 11.75	\$ 12.00
Prepared Foods Manager	\$ 10.25	\$ 10.50	\$ 10.75	\$ 11.00	\$ 11.25

HEALTH AND SAFETY

The Company agrees to establish a Health and Safety Committee. The details of the committee to be discussed after ratification.

WAGE SCHEDULE

	<u>Effective 03/01/99</u>	<u>Effective 06/25/00</u>	<u>Effective 06/24/01</u>	<u>Effective 06/23/02</u>	<u>Effective 06/22/03</u>
Assistant Chief					
Meat Cutter	\$ 13.515	\$ 13.765	\$ 14.015	\$ 14.265	\$ 14.515
Meat Cutter <u>Hired Prior to 11/04/83</u>	13.20	13.45	13.70	13.95	14.20
Full-Time Meat Wrapper, Prepared Foods Clerk, Chinese Food Employee, and Delicatessen <u>Clerk Hired Prior to 10/16/80</u>	12.10	12.35	12.60	12.85	13.10
Full-Time Meat Wrapper, Prepared Foods Clerk, Chinese Food Employee, and Delicatessen <u>Clerk Hired Between 10/16/80 And 11/04/83</u>	11.10	11.35	11.60	11.85	12.10
Part-Time Meat Wrapper, Prepared Foods Clerk, Chinese Food Employee, and Delicatessen <u>Clerk Hired Prior to 10/16/80</u>	10.85	11.10	11.35	11.60	11.85
Part-Time Meat Wrapper, Prepared Foods Clerk, Chinese Food Employee, and Delicatessen <u>Clerk Hired Between 10/16/80 And 11/04/83</u>	10.55	10.80	11.05	11.30	11.55
Meat Cutter <u>Hired Between 11/04/83 And Prior to 06/02/91</u>	11.05	11.30	11.55	11.80	12.05
Gourmet Chef	10.30	10.55	10.80	11.05	11.30
Assistant Delicatessen Manager	+ \$.25 cents above the employee's rate				
Assistant Prepared Foods Manager	+ \$.25 cents above the employee's rate				

WAGE SCHEDULE (Continued)

**FULL-TIME MEAT WRAPPER, DELI CLERK, PREPARED FOODS
SEAFOOD, CHINESE FOOD, AND SANITOR
Employees Hired Between 11-4-83 and 6-26-94**

Full-time Meat Wrappers, Delicatessen Clerks, Seafood, Chinese Food, and Prepared Foods Clerks hired between November 4, 1983 and prior to March 1, 1999 to receive an increase of fifty (\$.50) cents per hour effective March 1, 1999; an increase of twenty-five (\$.25) cents per hour on June 25, 2000; an increase of twenty-five (\$.25) cents per hour on June 24, 2001; an increase of twenty-five (\$.25) cents per hour on June 23, 2002; and an increase of twenty-five (\$.25) cents per hour on June 22, 2003. Raises are for existing employees only. New employees hired after March 1, 1999 will receive bracket increases only.

Upon completion of thirty-six (36) months of service employees will go to the following thereafter rate and will get Contract raises in addition.

<u>Effective</u> <u>03/01/99</u>	<u>Effective</u> <u>06/25/00</u>	<u>Effective</u> <u>06/24/01</u>	<u>Effective</u> <u>06/23/02</u>	<u>Effective</u> <u>06/22/03</u>
\$ 7.90	\$ 8.15	\$ 8.40	\$ 8.65	\$ 8.90

**PART-TIME MEAT WRAPPER, DELI CLERK, PREPARED FOODS,
SEAFOOD, CHINESE FOOD, AND SANITOR
Employees Hired Between 11-04-83 and 6-26-94**

Part-time Meat Wrappers, Delicatessen Clerks, Seafood, Chinese Food, and Prepared Foods Clerks hired between November 4, 1983 and prior to March 1, 1999 to receive an increase of fifty (\$.50) cents per hour effective March 1, 1999; an increase of twenty-five (\$.25) cents per hour on June 25, 2000; an increase of twenty-five (\$.25) cents per hour on June 24, 2001; an increase of twenty-five (\$.25) cents per hour on June 23, 2002; and an increase of twenty-five (\$.25) cents per hour on June 22, 2003. Raises are for existing employees only. New employees hired after March 1, 1999 will receive bracket increases only.

Part-time employees hired between November 4, 1983 and March 1, 1999, shall receive their yearly Contract raises. In addition upon completion of thirty-six (36) months they will go to the following thereafter rate and will get Contract raises in addition.

<u>Effective</u> <u>03/01/99</u>	<u>Effective</u> <u>06/25/00</u>	<u>Effective</u> <u>06/24/01</u>	<u>Effective</u> <u>06/23/02</u>	<u>Effective</u> <u>06/22/03</u>
\$ 7.40	\$ 7.65	\$ 7.90	\$ 8.15	\$ 8.40

WAGE SCHEDULE (Continued):
Employees Hired After March 1, 1996

	<u>Effective</u> <u>03/01/99</u>	<u>Effective</u> <u>06/25/00</u>	<u>Effective</u> <u>06/24/01</u>	<u>Effective</u> <u>06/23/02</u>	<u>Effective</u> <u>06/22/03</u>
<u>Full-Time Employees:</u>					
1st 45 days	\$ 5.35	\$ 5.35	\$ 5.35	\$ 5.35	\$ 5.35
45 days through 6 months	5.55	5.55	5.55	5.55	5.55
07 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
Thereafter	7.90	8.15	8.40	8.65	8.90
<u>Part-Time Employees:</u>					
1st 45 days	\$ 5.15	\$ 5.15	\$ 5.15	\$ 5.15	\$ 5.15
45 days through 6 months	5.35	5.35	5.35	5.35	5.35
07 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
Thereafter	7.40	7.65	7.90	8.15	8.40
<u>Full-Time Prepared Food Clerks</u>					
1st day - 6 months	\$ 5.55	\$ 5.55	\$ 5.55	\$ 5.55	\$ 5.55
07 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
Thereafter	7.90	8.15	8.40	8.65	8.90
<u>Part-Time Prepared Food Clerks:</u>					
1st day - 6 months	\$ 5.35	\$ 5.35	\$ 5.35	\$ 5.35	\$ 5.35
07 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
Thereafter	7.40	7.65	7.90	8.15	8.40

WAGE SCHEDULE (Continued):

All new and current full-time and part-time Prepared Foods Employees will be placed in the above brackets.

Upon exhibiting proficiency and successfully completing the certification process in all aspects of Prepared Foods operation, clerks will receive an additional twenty-five (\$.25) cents per hour above the clerks rate until 36 months when they will receive the above thereafter rate.

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.

Employees currently at the thereafter rate or above on March 1, 1999, are to receive a wage increase of fifty (\$.50) cents per hour effective March 1, 1999, another twenty-five (\$.25) cents per hour increase in the second year, third year, and fourth year of the Agreement.

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

	<u>Effective</u> <u>03/01/99</u>	<u>Effective</u> <u>06/25/00</u>	<u>Effective</u> <u>06/24/01</u>	<u>Effective</u> <u>06/23/02</u>	<u>Effective</u> <u>06/22/03</u>
Meat Cutters					
<u>Hired After 06/02/91</u>					
First Year	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50
Second Year	9.00	9.00	9.00	9.00	9.00
Third Year	10.35	10.60	10.85	11.10	11.35

Employees currently at the thereafter rate or above on March 1, 1999, are to receive a wage increase of fifty (\$.50) cents per hour effective March 1, 1999, another twenty-five (\$.25) cents per hour increase in the second year, third year, and fourth year of the Agreement.

CHINESE COOKS

Chinese Cooks who are not red circled (as defined in the Settlement Agreement concerning the Chinese Food Department), are to be paid the following rates:

	<u>Effective</u> <u>03/01/99</u>	<u>Effective</u> <u>06/25/00</u>	<u>Effective</u> <u>06/24/01</u>	<u>Effective</u> <u>06/23/02</u>	<u>Effective</u> <u>06/22/03</u>
First Year	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00
Second Year	6.40	6.40	6.40	6.40	6.40
Third Year	8.20	8.45	8.70	8.95	9.20

WAGE SCHEDULE (Continued):

Chinese Cooks hired between November 4, 1983 and prior to March 1, 1999 to receive an increase of fifty (\$.50) cents per hour effective March 1, 1999; an increase of twenty-five (\$.25) cents per hour on June 25, 2000; an increase of twenty-five (\$.25) cents per hour on June 24, 2001; an increase of twenty-five (\$.25) cents per hour on June 23, 2002; and an increase of twenty-five (\$.25) cents per hour on June 22, 2003. Raises are for existing employees only. New employees hired after March 1, 1999 will receive bracket increases only.

New Minimum Wage

If at 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
07 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
Thereafter	Thereafter Rate	

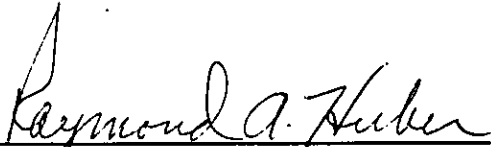
PART-TIME:

1st 45 days	Minimum Wage	
45 days through 6 months	Minimum Wage +	\$.20 per hour
07 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
Thereafter	Thereafter Rate	

LETTER OF AGREEMENT - II

The practice of the most senior Delicatessen and Prepared Foods Clerk acting as relief and receiving the hourly Contract rate for filling the position of Delicatessen Manager and Prepared Foods Manger will continue in each store, until such time as the Company fills the Assistant Deli Manager and/or Prepared Foods Manager position in the store.

FOR THE COMPANY
GIANT EAGLE MARKETS COMPANY



Raymond A. Huber, Vice-President
Personnel & Labor Relations

May 5, 1999

Date Signed

FOR THE UNION
UNITED FOOD & COMMERCIAL WORKERS
LOCAL 23



Ronald M. Kean, President

May 7, 1999

Date Signed

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LETTER OF AGREEMENT - III
REGARDING THE
SALAD BAR

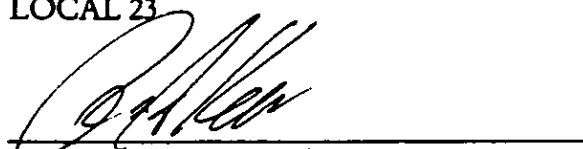
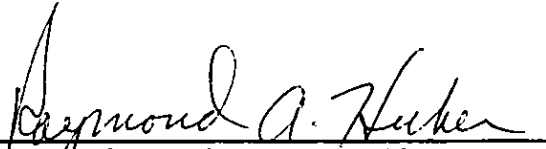
It is understood by the parties to the Collective Bargaining Agreement of March 1, 1999, that the following are the terms and conditions regarding the Salad Bar:

The Salad Bar shall be part of the Prepared Foods where there is a Full Prepared Foods Department in the Store.

Where a Store currently does not have a Full Prepared Foods Department, the Salad Bar shall remain as part of the Grocery Agreement until such changes are made.

FOR THE COMPANY
GIANT EAGLE MARKETS COMPANY

FOR THE UNION
UNITED FOOD & COMMERCIAL WORKERS
LOCAL 23



Raymond A. Huber, Vice-President
Personnel & Labor Relations

Ronald M. Kean, President

May 5, 1999

Date Signed

May 7, 1999

Date Signed

January 26, 1999

Mr. Ron Kean, President
United Food & Commercial Workers
Local 23
951 Penn Avenue
Pittsburgh, PA 15222

Dear Mr. Kean:

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

Sincerely,

A handwritten signature in black ink, appearing to read "Ray Burgo". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ray Burgo
President & CEO

**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")**

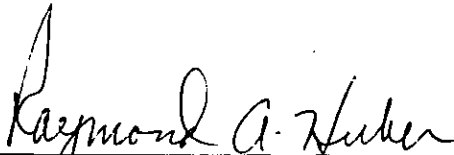
The Employer and Union being parties to a Collective Bargaining Agreement which is effective from March 1, 1999 through June 20, 2003, hereby agree to pay the following employees the rates listed as follows:

EASTGATE GIANT EAGLE #81

<u>Name</u>	<u>F-T Class</u>	<u>On 3-1-99 Going To</u>	<u>After 36 mos. Effective Or Thereafter</u>	<u>Effective 06/25/00</u>	<u>Effective 06/24/01</u>	<u>Effective 06/23/02</u>	<u>Effective 06/24/03</u>
W. Albright	Deli	\$ 6.30	\$ 7.90	\$ 8.15	\$ 8.40	\$ 8.65	\$ 8.90
H. Myers	Deli	\$ 6.30	\$ 7.90	\$ 8.15	\$ 8.40	\$ 8.65	\$ 8.90
S. Dorko	Deli	\$ 7.05	\$ 7.90	\$ 8.15	\$ 8.40	\$ 8.65	\$ 8.90
C. Gergely	Wrap.	\$ 7.45	\$ 7.90	\$ 8.15	\$ 8.40	\$ 8.65	\$ 8.90
J. Schilokamp	HF	\$ 7.05	\$ 7.90	\$ 8.15	\$ 8.40	\$ 8.65	\$ 8.90
R. Maylor	Cut.	\$10.35	\$10.35	\$10.60	\$10.85	\$11.10	\$11.35
R. Chaklos	Cut.	\$ 9.00	\$10.35	\$10.60	\$10.85	\$11.10	\$11.35

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

FOR THE COMPANY
GIANT EAGLE MARKETS COMPANY

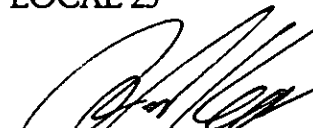


Raymond A. Huber, Vice-President
Personnel & Labor Relations

May 5, 1999

Date Signed

FOR THE UNION
UNITED FOOD & COMMERCIAL WORKERS
LOCAL 23



Ronald M. Kean, President

May 7, 1999

Date Signed

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