

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
Giant Eagle Markets Company
And

United Food and Commercial Workers Union, Local 1776KS

As parties to the Pittsburgh Grocery, Pittsburgh Meat, Chippewa, Edinboro, Girard, Harborcreek, Harmar GEX, Millcreek, Rochester, Seven Fields, and West Mifflin Collective Bargaining Agreements, the Company and the Union agree to the following vacation reduction modifications due to the national emergency and Coronavirus crisis:

A leave of absence due to COVID-19 or in combination with any other type of leave of absence shall have the following effect on an employee's vacation pay:

- a. Leaves totaling less than one hundred and nineteen (119) days in any calendar year shall not affect vacation.
- b. Leaves of one hundred and nineteen (119) days or more but not over two hundred and nine (209) days shall reduce vacation and vacation pay by one-quarter (1/4);
- c. Leaves of more than two hundred and nine (209) days but not over two hundred and ninety-nine (299) days shall reduce vacation and vacation pay by one-half (1/2);
- d. Leaves of more than two hundred and ninety-nine (299) days shall reduce vacation and vacation pay by three-quarters (3/4);
- e. An employee with a confirmed positive COVID-19 test after which their recovery caused the employee to miss one hundred and nineteen (119) days or more will not have their vacation reduced.
- f. Employees must return to work from their leave of absence to qualify for any vacation under the above modified vacation reduction schedule.

Affected employees who had their vacation reduced and then modified by this Memorandum of Agreement will have two (2) additional weeks to select their vacation weeks for 2021. The deadline to select vacation will be March 13, 2021.


The Company and the Union also agree that this Memorandum of Agreement will serve to resolve and settle any currently outstanding and not yet filed future grievances over vacation reduction due to time off related to COVID-19.

This Memorandum of Agreement shall be for the duration of the 2020 national emergency because of the Coronavirus crisis as defined by a declared State of Emergency by the Governor of the applicable State or Commonwealth.

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



Company
3/16/2021
Date



Union
3/12/2021
Date

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(hereinafter referred to as the "Company")

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As parties to the following Collective Bargaining Agreements – Master Grocery, Master Meat, Chippewa, Edinboro, Girard, Harborcreek, Harmar GEX, Millcreek, North Versailles, Rochester, Seven Fields, and West Mifflin – the Company and the Union agree to the following due to the national emergency and Coronavirus crisis:

1. The Company will continue to provide up to two (2) weeks of emergency replacement pay for any employee who has a confirmed diagnosis of COVID-19. Any employee who is required by their health care provider or the Company (based on current CDC risk assessment factors) to self-quarantine and has a confirmed diagnosis of COVID-19 will be provided with up to two (2) weeks of emergency replacement pay. Any employee who is required by their health care provider or the Company (based on current CDC risk assessment factors) to self-quarantine and tests negative for COVID-19 will be provided with up to seven (7) days of emergency replacement pay. Any employee who is medically unable to return to work will be eligible to apply for and receive short term disability to which employees are normally entitled under the applicable Collective Bargaining Agreement. Also, any employee who is medically unable to return to work may use any paid time off that he or she has accrued under the applicable Collective Bargaining Agreement. The Company and the Union agree to meet and continue discussing the impact of the emergency replacement pay on locations covered by the Pittsburgh Sick Days Act (the "Act") and modifications to the Act the City of Pittsburgh may pass.

Effective December 8, 2020, the Company implemented the City of Pittsburgh COVID-19 Emergency Paid Sick Leave Act (the "COVID-19 Act") in the following store locations: Shakespeare Street, Squirrel Hill, Shadyside, Southside, Greenfield, Waterworks, and Parkway Center.

2. Employees who are sent home, following an employee temperature screening or health screening, with a temperature of 100.4 or higher or are displaying COVID-19 like symptoms will receive emergency replacement pay for the day on which the employee is sent home. The employee will also receive emergency replacement pay if the employee is scheduled for the following three (3) days. If the employee is medically unable to return to work after three (3) days, the employee will receive up to seven (7) days of emergency replacement pay and be placed on a leave of absence according to Paragraph 1 above.

- January bonus earnings will be paid the second week of February 2021
February bonus earnings will be paid the second week of March 2021
March bonus earning will be paid the second week of April 2021

6. The Company and the Union agree that increases in employees' hours due to the Coronavirus crisis will not trigger the full-time position creation language in the following Collective Bargaining Agreements: Chippewa, Rochester, and Harborcreek.
7. The term of this Agreement shall be for the duration of the 2020 national emergency because of the Coronavirus crisis as defined by a declared State of Emergency by the Governor of the applicable of State or Commonwealth.
8. The Company and the Union agree that they will not use the Memorandum of Agreement outlined above in any way in any grievance, arbitration, or other legal or administrative proceeding, or to claim the establishment of a practice, with the exception of a proceeding between the Company and Union in which a party seeks to enforce the terms of this Agreement.

Don Huron 3/16/2021
Company Date

Locke IV 3/12/2021
Union Date

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2. Employees who are sent home, following an employee temperature screening, with a temperature of 100.4 or higher will receive emergency replacement pay for the day on which the employee is sent home. The employee will also receive emergency replacement pay if the employee is scheduled for the following three (3) days. If the employee is medically unable to return to work after three (3) days, the employee will receive up to seven (7) days of emergency replacement pay and be placed on a leave of absence according to Paragraph 1 above.
3. Employees who have provided sufficient medical documentation may request an extension of the Coronavirus Leave (Personal/Medical) not to extend beyond two (2) years without loss of seniority.

4. Effective October 31, 2021, the Company temporarily paused the Retail Hourly Quarterly Bonus for employees. For those store locations that achieved bonuses under the Retail Hourly Quarterly Bonus, active employees will be paid their bonuses toward the end of November.
5. The Company will pay all employees a Holiday Appreciation Bonus for the hard work that they are doing in the stores to help get the community the critical things they need during this time. From November 1, 2020 through January 2, 2021, employees will receive an additional \$1.00 for every hour worked. Employees will be paid the Holiday Appreciation Bonus according to the following schedule:

November bonus earnings will be paid the second week of December 2020
December bonus earnings will be paid the second week of January 2021

Employees must be active at the time the Holiday Appreciation Bonuses are paid to receive the bonus.
6. The Company may utilize corporate and/or other employees to perform bargaining unit work, as long as all bargaining unit employees' hours are maximized, including overtime. The Company agrees to maximize all employees' hours by making additional hours, including overtime, available to employees who volunteer while the Company is utilizing corporate and/or other employees to perform bargaining unit work. The Company will identify available work when it offers additional hours, including overtime.
7. The Parties agree that when the Company decides to cease utilizing corporate and/or other employees to perform bargaining unit work in Curbside departments, the Company will notify and/or discuss the matter with the Union, but this does not require the Union's consent. The Parties agree that the Company may unilaterally cease utilizing corporate and/or other employees to perform bargaining unit work in Curbside departments at the Company's sole discretion.
8. The Company and the Union agree that increases in employees' hours due to the Coronavirus crisis will not trigger the full-time position creation language in the following Collective Bargaining Agreements: Chippewa, Rochester, and Harborcreek.
9. The term of this Agreement shall be for the duration of the 2020 national emergency because of the Coronavirus crisis as defined by a declared State of Emergency by the Governor of the applicable of State or Commonwealth or until January 2, 2021, whichever occurs sooner. The Company and the Union will discuss whether to extend the term of this Agreement.
10. The Company and the Union agree that they will not use the Agreement outlined above in any way in any grievance, arbitration, or other legal or administrative proceeding, or to

claim the establishment of a practice, with the exception of a proceeding between the Company and Union in which a party seeks to enforce the terms of this Agreement.

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



Company

11/10/2020

Date



Union

11/10/2020

Date

Corporate Giant Eagle - COVID-19 Policy/Protocols:

Following discussions with Dan Guevara, Human Resources, the Company will be following the below protocols as it relates to COVID-19:



- WHO:** All Retail Supermarket Team Members
- WHAT:** Wearing Face Shields in Place of Face Masks
- WHERE:** All Markets
- WHEN:** Friday, June 12, 2020
- WHY:** Beginning today, in all markets, Team Members who have face shields can wear them in place of face masks while performing work duties. Please ensure face shields are adequately cleaned and sanitized throughout the workday.

The Company stated they are committed to continuing dialogue as any matter(s) arise and the environment/circumstances change.

Corporate Giant Eagle - COVID-19 Policy/Protocols:

Following discussions with Dan Guevara, Human Resources, the Company will be following the below protocols as it relates to COVID-19:

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1. The Company will continue provide up to two (2) weeks of emergency replacement pay for any employee who has a confirmed diagnosis of COVID-19. Any employee who is required by their health care provider or the Company (based on current CDC risk assessment factors) to self-quarantine and has a confirmed diagnosis of COVID-19 will be provided with up to two (2) weeks of emergency replacement pay. Any employee who is required by their health care provider or the Company (based on current CDC risk assessment factors) to self-quarantine and tests negative for COVID-19 will be provided with up to seven (7) days of emergency replacement pay. Any employee who is medically unable to return to work will be eligible to apply for and receive short term disability to which employees are normally entitled under the applicable collective bargaining agreement. Also, any employee who is medically unable to return to work may use any paid time off that he or she has accrued under the applicable collective bargaining agreement. The Company and the Union agree to meet and continue discussing the impact of the emergency replacement pay on locations covered by the Pittsburgh Sick Days Act (the "Act") and modifications to the Act the City of Pittsburgh may pass.
2. Employees who are sent home, following an employee temperature screening, with a temperature of 100.4 or higher will receive emergency replacement pay for the day on which the employee is sent home. The employee will also receive emergency replacement pay if the employee is scheduled for the following three (3) days. If the employee is medically unable to return to work after three (3) days, the employee will receive up to seven (7) days of emergency replacement pay and be placed on a leave of absence according to Paragraph I above.
3. The Company will continue to pay all employees a Rally Bonus in appreciation for the hard work that they are doing to rally for the community and help get the community the critical things they need during this time. From May 31, 2020 through June 27, 2020, employees will receive an additional \$2.00 for every hour worked. Employees will be paid the Rally Bonus in a lump sum (one-time total bonus payment) after June 27, 2020. Employees must be active at the time Rally Bonuses are paid in order to receive the lump sum. The Rally Bonus will not continue after June 27, 2020.
4. The Company will continue enforcing discipline under the Attendance Policy for tardy and late violations. The Company will continue to enforce discipline for no call/no show violations. The Company will continue to waive discipline for call offs and early outs under the Attendance Policy during the Coronavirus crisis.
5. The Company may utilize other employees to perform bargaining unit work at Stores 14, 47, and 72, as long as all bargaining unit employees' hours are maximized, including overtime. The Company

agrees to maximize all employees' hours by making additional hours, including overtime, available to employees who volunteer at Stores 14, 47, and 72 while the Company is utilizing other employees to perform bargaining unit work at Stores 14, 47, and 72. The Company will identify available work when it offers additional hours, including overtime.

6. The Company and the Union agree that increases in employees' hours due to the Coronavirus crisis will not trigger the full-time position creation language in the following collective bargaining agreements: Chippewa, Girard, Harborcreek, Rochester, and West Mifflin.

7. The term of this Agreement shall be for the duration of the 2020 national emergency because of the Coronavirus crisis as defined by a declared State of Emergency by the Governor of the applicable of State or Commonwealth or until June 27, 2020, whichever occurs sooner.

8. The Company and the Union agree that they will not use the Agreement outlined above in any way in any grievance, arbitration, or other legal or administrative proceeding, or to claim the establishment of a practice, with the exception of a proceeding between the Company and Union in which a party seeks to enforce the terms of this Agreement.

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<u>Company</u>	<u>Union</u>
<u>6/4/20</u>	<u>6/2/2020</u>
<u>Date</u>	<u>Date</u>

The Company stated they are committed to continuing dialogue as any matter(s) arise and the environment/circumstances change.



Giant Eagle Corporate - COVID-19 Policy/Protocols:

Following discussions with Dan Guevara, Human Resources, the Company will be following the below protocols as it relates to COVID-19:

All Hourly Team Members

Rally Bonus – NOW EXTENDED

We really want to thank all Team Members who continue to work hard throughout these times – you all have been so important to helping our guests and neighbors get the fresh foods, supplies, and prescriptions they need right now.

As time goes on, we will continue to evaluate our Rally Bonus program and want to share some updates that will impact all hourly Supermarket, Market District, GetGo pad site, and Pharmacy Team Members going forward.

How It Works:

- The Rally Bonus program will now be extended for a second wave starting on Sunday, May 3rd through Saturday, May 30th.
- For every hour worked, hourly Team Members will continue to receive an additional \$2 per hour Rally Bonus in addition to their base rate.
- The first wave of Rally Bonuses will still be paid in a lump sum (one-time total bonus payout) for week ending 5/9/20 (in the paychecks on 5/14/20). This new second wave of Rally Bonuses will be paid in a lump sum after June 11th.
- At the end of May, we will re-evaluate and determine whether or not to extend the program.
- Team Members must be active at the time Rally Bonuses are paid in order to receive the lump sums.

Thank you for the hard work you have done and continue to do for our neighbors and communities.

April 24, 2020



Giant Eagle COVID-19 Member Resources

Nothing is more important to the Local 1776KS team than the safety and well-being of our members, who heroically continue to work during this devastating COVID-19 pandemic. We have worked with Giant Eagle to improve a wide array of policies, from leave and sick time provisions to securing more stringent standards for cleaning worksites, to enhanced protections such as installation of Plexiglas panels. We have created this executive summary to help you navigate your employer's COVID-19 policies and safety protocols, leave of absence provisions, healthcare benefit updates and other important information.

This executive summary is for your general information only and is not a substitute for your Contract or existing policies and procedures. Members with particular questions about the improvements summarized below are encouraged to contact their Union Representative.

Safety Precautions

The following safety measures have been agreed to by the Company:

- Plexiglas shields have been added to each checkout register and Point of Sale locations
- Continuous deep cleaning in all stores. Including third party temporary community partners
- Registers are now to be cleaned and sanitized every hour
- Associates should wash hands at least once per hour
- Reduced store hours to 7AM – 9PM to allow for more cleaning
- All bathrooms and floors to be sanitized 7 days a week
- Associates must wear PPE masks and gloves
- "6 ft. rule" throughout the store, which includes taping service departments, aisles, and registers
- Implemented "one-way" isle shopping
- One main entrance and exit procedures
- Eliminated self-service product
- Reduction in store occupancy
- Installed new "occupancy tracking" technology
- Enhanced cleaning and sanitizing of baskets, carts, and mart carts
- Set shopping hours for seniors and other at-risk populations
- Implemented temporal process for Team Members
- Only bagging with store- provided bags



Giant Eagle COVID-19 Member Resources

Leave Provisions

- Team Members will receive a minimum of two (2) weeks of emergency replacement pay for any employee who has a confirmed diagnosis of COVID-19. Any employee who is required by their health care provider or the company (based on current CDC risk assessment factors) to self-quarantine resulting in the employee being unable to work will be provided up to two (2) weeks of emergency replacement pay. Any employee who continues to be medically unable to return to work will be eligible to apply for and receive short term disability to which employees are normally entitled under the applicable collective bargaining agreement. Also, any employee who continues to be medically unable to return to work may use any paid time off that he or she has accrued under the collective bargaining agreement.
- The Company will waive all minimum hour's requirements to maintain health benefits for all employees through May 2020. For employees who take a personal leave of absence, the Company will maintain health benefits through May 2020. Prior to the end of May 2020, the Company will discuss with the Union whether to extend these benefits beyond May 2020.
- The Attendance Policy will be waived during the Coronavirus crisis, expect for no call/no show violations for all employees, which will continue to be applied according to the attendance policy.

For leave of absence options available to you please see Part Time and Full-Time flowcharts on pages 4 and 5.

Bonus/Premium Pay

- Team Members will receive a two dollar (\$2.00) per hour wage premium effective March 22, 2020. From March 15, 2020 through March 21, 2020 employees will receive an additional \$1.00 for every hour worked.

UFCW 1776 Western Division Health & Welfare Fund Updates:

HEALTH MEDICAL BENEFITS

- **Telemedicine and virtual medicine visits** – Effective immediately, cost-sharing and co-payments associated with in network and contracted telemedicine and virtual medicine visits will be waived **for 90 days**. This will apply to all telemedicine and virtual visits regardless of

Giant Eagle COVID-19 Member Resources

whether the visit is related to the diagnosis or treatment of COVID-19.



• **Diagnostic testing for the Coronavirus (COVID-19)** – Effective immediately, Coronavirus (COVID-19) diagnostic testing ordered by a physician will be covered at 100% with no member liability for the test. A co-payment for the corresponding office visit will still apply.

- The Fund Office is currently closed to in-person meetings.
- Behavioral Health services will now be available via remote connection to a therapist. Call MHC at 1-800-255-3081 extension 1 and see page 7 for additional information.

Giant Eagle COVID-19 Member Resources

Full-Time

Have you been diagnosed with COVID-19?

Yes

You may qualify for 2 weeks' pay from Giant Eagle and then file a disability claim with UFCW Local 1776 Western Division H&W Fund 1-800-423-3863

No

Have you been asked to quarantine by a healthcare provider, agency or Giant Eagle?

Yes

You may qualify for 2 weeks' pay from Giant Eagle. Please call the Union's Leave Hotline at 866-329-1776 ext. 806

No

Do you have a compromised immune system or an underlying condition that a healthcare provider has written you out of work for?

Yes

File a disability claim with UFCW Local 1776 Western Division H&W Fund 1-800-423-3863

No

Are you caring for someone who is self-quarantined or a child you cannot find childcare for due to COVID-19?

Yes

You may be able to take an unpaid leave of absence or use any paid time off accrued. Please call the Union's Leave Hotline at 866-329-1776 ext. 806

No

Protect yourself by following these 6 steps¹:

1. Wash your hands
2. Avoid close contact
3. Stay home as much as possible
4. Cover your mouth and nose with a cloth face cover when around others
5. Cover coughs and sneezes
6. Clean and disinfect

In addition, employees may be eligible for unemployment compensation for periods of unemployment, including unpaid leave time or reduced-pay leave time, and should follow up with the Union's Leave Hotline to get more information. Members who need additional leave time should contact the Union's Leave Hotline to learn more about FMLA and whether they might qualify.

Union's Leave Hotline: 866-329-1776 ext. 806

Giant Eagle COVID-19 Member Resources

Part-Time

Have you been diagnosed with COVID-19?

Yes

No

Do you have 24 months of service or more?

Yes

You may qualify for 2 weeks' pay from Giant Eagle and then file a disability claim with UFCW Local 1776 Western Division H&W Fund 1-800-423-3863

No

You may qualify for 2 weeks' pay from Giant Eagle. Please call the Union's Leave Hotline at 866-329-1776 ext. 806 for more information.

Have you been asked to quarantine by a healthcare provider, agency or Giant Eagle?

Yes

No

Do you have a compromised immune system or an underlying condition that a healthcare provider has written you out of work for?

Yes

No

Are you caring for someone who is self-quarantined or a child you cannot find childcare for due to COVID-19?

Yes

No

File a disability claim with UFCW Local 1776 Western Division H&W Fund 1-800-423-3863

You may be able to take an unpaid leave of absence or use any unpaid time accrued. Please call the Union's Leave Hotline at 866-329-1776 ext. 806 for more information.

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In addition, employees may be eligible for unemployment compensation for periods of unemployment, including unpaid leave time or reduced-pay leave time, and should follow up with the Union's Leave Hotline to get more information. Members who need additional leave time should contact the Union's Leave Hotline to learn more about FMLA and whether they might qualify.

Union's Leave Hotline:
866-329-1776 ext. 806



Giant Eagle COVID-19 Member Resources

Workers' Compensation & COVID-19

PROTECT YOUR RIGHTS

COVID-19 IS COVERABLE BY THE PENNSYLVANIA WORKERS' COMPENSATION ACT

- The Pennsylvania Workers' Compensation Act (Act) covers all injuries, diseases, and illnesses which occur during the course and scope of employment.
- To be covered under the Act, you **MUST** provide NOTICE that: (1) you have been diagnosed with COVID-19 and (2) it was due to your exposures on the job.
- The Employer **MUST** let the you know whether it will accept (Notice of Compensation Payable), temporarily accept (Notice of Temporary Compensation Payable), or deny (Notice of Compensation Denial) the claim within 21 days of you providing notice.
- If you do not receive a response OR the claim is denied, you must file a Claim Petition to protect your potential right to important wage loss and/or medical benefits.
- IT IS CRITICAL THAT ALL claims for COVID-19 should be filed as there is no way to know the long-term physical and/or financial impact that the virus could have on you or your family.
- Willig, Williams and Davidson is working with UFCW Local 1776 during this crisis to ensure that all claims are properly handled. If you have any questions or concerns regarding your rights with regard to your employment and COVID-19, please contact the Head of our Workers' Compensation Department, Michael G. Dryden, Esq., at 215-656-3645 or mdryden@wwdlaw.com.

Giant Eagle COVID-19 Member Resources

Mental Health Consultants:



A Guide to Utilizing Telehealth for the First Time

As large focus of a therapist's work is centered on creating strong therapeutic relationships by fostering a safe and comforting environment. This is traditionally done through in-person therapy; however due to the latest developments of COVID-19 many therapists are transitioning their practices to online services through the use of HIPPA compliant telehealth platforms. MHC is approving telehealth services to allow for timely, accessible, and most of all safe behavioral health services during this challenging time.

Benefits to Telehealth:

- Individuals are able to access their behavioral health services from the comfort and safety of their homes.
- Research shows that therapy offered via telehealth is found to be just as effective as in-person sessions.
- Telehealth allows individuals to maintain a sense of routine by remaining consistent with their regularly scheduled therapy appointments.
- Telehealth prevents disruption to already established goals and treatment.
- Therapists are able to provide timely support, coping and stress management skills to those who are struggling with the rapidly changing updates surrounding COVID-19.
- When utilizing telehealth services there is no additional cost to you. Your copay or coinsurance remains the same.

What to Expect:

For telehealth services, all you need is a computer, tablet, or cell phone that is equipped with video and microphone capabilities. Your provider will be utilizing a HIPPA compliant telehealth platform that they can share with you prior to your first appointment. It is most effective for you to treat your telehealth sessions as you would any other in-person appointment. Follow the tips below to have a successful telehealth experience:

- Find a quiet, private place that you can go to to participate in your telehealth session.
- Test out the equipment ahead of time. Speak with your provider prior to your first telehealth session and make sure you are able to access and connect with their telehealth platform without any difficulty.
- Make sure your laptop, tablet or cell phone is equipped to share both your video camera and microphone on your device.
- If using a laptop computer try connecting directly to the internet through an Ethernet cord to allow for a better connection during your session.
- Speak with your provider ahead of time to discuss any questions or concerns you may have about participating in telehealth services.

Need further assistance? Call MHC 1.800.255.3081