

MEMORANDUM OF AGREEMENT
BY AND BETWEEN

Giant Eagle Markets Company
(hereinafter referred to as the "Company")

And

United Food and Commercial Workers Union, Local 1776 KS
(hereinafter referred to as the "Union")

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 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 continue to be provided with up to two (2) weeks 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 discuss 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 emergency pay and be placed on a leave of absence according to Paragraph 1 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 3, 2020 through May 30, 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 May 30, 2020. Employees must be active at the time Rally Bonuses are paid in order to receive the lump sum.
4. The Company will waive all minimum hours 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.

5. Effective May 3, 2020, the Company will enforce 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.
6. The Company may utilize third-party temporary community partners in the stores to clean and sanitize. The Company may also use those third-party temporary community partners to stock product and operate the registers due to the large number of call offs, as long as all 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 third-party temporary community partners in the stores. The Company will identify available work when it offers additional hours, including overtime.
7. The Company may utilize corporate 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 or other employees to perform bargaining unit work. The Company will identify available work when it offers additional hours, including overtime.
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, Girard, Harborcreek, Rochester, and West Mifflin.
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 May 30, 2020, 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.

Devi Brown 5/10/20
Company Date

[Signature] 5/5/20
Union Date

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The Company will waive all minimum hours 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.

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

Kevin Brown 5/10/20
Company Date

[Signature] 5/5/20
Union Date