

UNITE**HERE!**

Agreement Between

ISS GUCKENHEIMER

And

UNITE HERE INTERNATIONAL UNION

January 1, 2024 – December 31, 2027

Table of Contents

ARTICLE 1 – RECOGNITION	5
ARTICLE 2 – DEFINITIONS	6
ARTICLE 3 – GUCKENHEIMER/UNITE HERE DISPUTE RESOLUTION PROCEDURE	7
ARTICLE 4 – RESPECT & DIGNITY	10
ARTICLE 5 – IMMIGRATION, DIVERSITY AND CIVIL RIGHTS	10
ARTICLE 6 – PARENTAL LEAVE, PREGNANCY, AND LACTATION	15
ARTICLE 7 – NON-DISCRIMINATION AND HARASSMENT	16
ARTICLE 8 – FAMILY AND INTIMATE PARTNER VIOLENCE	21
ARTICLE 9 – GENDER IDENTITY.....	22
ARTICLE 10 – GRIEVANCE PROCEDURE.....	23
ARTICLE 11 – JUST CAUSE, DISCIPLINE & DISCHARGE.....	28
ARTICLE 12 – DRUGS & ALCOHOL.....	30
ARTICLE 13 – SENIORITY	30
ARTICLE 14 – PROBATIONARY PERIOD	31
ARTICLE 15 – FORCE REDUCTIONS, BUMPING, RECALL	31
ARTICLE 16 – VACANCIES	32
ARTICLE 17 – TRANSFERS AND REASSIGNMENTS	34
ARTICLE 18 – TECHNOLOGICAL CHANGES	34
ARTICLE 19 – SAFETY.....	34
ARTICLE 20 - SUSTAINABILITY	35
ARTICLE 21 – LEAVES.....	36
ARTICLE 22 – BARGAINING UNIT WORK.....	37
ARTICLE 23 – NO REDUCTIONS.....	38
ARTICLE 24 – UNION STATUS AND MEMBERSHIP DUES CHECK OFF	38
ARTICLE 25 – SHOP STEWARDS AND VISITATION	40
ARTICLE 26 – SUCCESSORS AND ASSIGNS.....	40
ARTICLE 27 – MANAGEMENT RIGHTS.....	41
ARTICLE 28 – WORK RULES AND POLICIES.....	42
ARTICLE 29 – NO STRIKE/NO LOCKOUT	43
ARTICLE 30 – WAGES.....	43
ARTICLE 31 – HEALTH AND WELFARE FUND	46

ARTICLE 32 – PENSION FUND AND 401(K) 51

ARTICLE 33 – CAREER LADDER BENEFIT FUND 51

ARTICLE 34 – EMPLOYER’S TRANSIT PRE-TAX PROGRAM 52

ARTICLE 35 – HOLIDAYS 53

ARTICLE 36 – VACATION 54

ARTICLE 37 – SICK/PERSONAL DAYS 55

ARTICLE 38 – JURY DUTY 56

ARTICLE 39 – BEREAVEMENT LEAVE 56

ARTICLE 40 – HOURS OF WORK 57

ARTICLE 41 – OVERTIME AND PREMIUM PAY 58

ARTICLE 42 – CHANGES IN HOURS 59

ARTICLE 43 – REPORT IN PAY 60

ARTICLE 44 – TRAVEL ALLOWANCE 60

ARTICLE 45 – TRANSLATION/COPYING OF THE CONTRACT 61

ARTICLE 46 – EQUALITY 61

ARTICLE 47 – UNIFORMS AND PERSONAL APPEARANCE 61

ARTICLE 48 – SEPARABILITY AND SAVINGS 61

ARTICLE 49 – PERSONNEL FILES AND RECORDING EQUIPMENT 62

ARTICLE 50 – DEDUCTIONS AND DONATIONS 62

ARTICLE 51 – BREAKAGE 62

ARTICLE 52 – CATERING SCHEDULES 62

ARTICLE 53 – STATE AND LOCAL WAIVERS 62

ARTICLE 54 – TRANSITIONS 63

ARTICLE 55 – DURATION 63

EXHIBIT A: ARBITRATION PANEL 64

EXHIBIT B: REGIONS, DISTRICTS, CAMPUSES AND LOCALES 65

EXHIBIT C: NEW OPERATIONS 66

I. SIDE LETTER ON AUSTIN METROPOLITIAN AREA 69

II. SIDE LETTER ON COLUMBUS OHIO METRO AREA 70

III. SIDE LETTER ON DANE COUNTY, WISCONSIN 71

IV. SIDE LETTER ON MEMPHIS METRO AREA (SOUTHAVEN, MS) 72

V. SIDE LETTER ON ELLIS COUNTY, TX 73

VI. SIDE LETTER ON SAN DIEGO COUNTY, CA 74

VII. SIDE LETTER ON SANTA BARBARA COUNTY, CA 75

VIII. SIDE LETTER ON MONTGOMERY COUNTY, TN 76

IX. SIDE LETTER ON OMAHA METRO AREA (SARPY AND COUNCIL BLUFFS)..... 77

X. SIDE LETTER ON JACKSON COUNTY, ALABAMA..... 78

XII. SIDE LETTER ON HENDERSON, NV 80

XIII. SIDE LETTER ON THE DALLES, OR 81

XIV. SIDE LETTER ON LENOIR, NC 82

EXHIBIT D: ISS GUCKENHEIMER AND UNITE HERE INTERNATIONAL UNION TECHNOLOGY AGREEMENT AND COMMITTEE STRUCTURE 83

EXHIBIT E: MEMORANDUM OF AGREEMENT ON TECHNOLOGY AND AUTOMATION 87

ISS GUCKENHEIMER @ GOOGLE BUILDINGS TECHNOLOGY PILOT PROCESS AGREEMENT BETWEEN ISS GUCKENHEIMER GROUP @ GOOGLE BUILDINGS AND UNITE HERE91

INDEX92

This AGREEMENT made and entered into, by and between ISS Guckenheimer operating at Google buildings located in Austin Metropolitan Area, TX, Columbus Ohio Metro Area, Dane County, WI, Memphis Metro Area (Southaven, MS), Ellis County, TX, San Diego County, CA, Santa Barbara County, CA, Montgomery County, TN, Omaha Metro Area (Sarpy and Council Bluffs), Jackson County, AL, Boulder Metropolitan Area, Henderson, NV, The Dalles, OR, and Lenoir, NC (hereinafter called the "Employer" or "Guckenheimer") and UNITE HERE International Union (hereinafter called the "Union").

WHEREAS, the Employer and the Union recognize and expressly agree that ISS Guckenheimer fosters a highly engaged workforce focused on talent development and long-term career advancement.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements herein contained the parties hereto do hereby agree.

ARTICLE 1 – RECOGNITION

Section 1. The Employer hereby recognizes the Union as the exclusive representative for collective bargaining negotiations concerning terms and conditions of employment for its full-time and regular part-time hourly food service employees in classifications listed in Paragraph 1 in respective Side Letters attached hereto, at Google Buildings in Austin Metropolitan Area, TX, Columbus Ohio Metro Area, Dane County, WI, Memphis Metro Area (Southaven, MS), Ellis County, TX, San Diego County, CA, Santa Barbara County, CA, Montgomery County, TN, Omaha Metro Area (Sarpy and Council Bluffs), Jackson County, AL, Boulder Metropolitan Area, Henderson, NV, The Dalles, OR, and Lenoir, NC, provided that recognition of the Union as the collective bargaining representative of such employees at any new operation, within the geographic scope of the this Section, is conditioned on and shall occur when the Union demonstrates that it has been authorized by a majority of such employees to represent them for the purposes of collective bargaining. The method by which the Union may demonstrate majority support is set out in the Memorandum of Agreement attached as Exhibit C. Immediately upon recognition, the newly-represented employees shall be merged into the existing bargaining unit represented by the Union. The term "new operation" means an operation that is not located in the same building as an existing operation or connected to such a building by a bridge, tunnel or door; or in cities where the client has a campus, not on the same campus as an existing operation. The term "Employer" shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of the Employer covered by this Agreement, or one or more principal(s) of the Employer covered by this Agreement or a subsidiary of the Employer covered by this Agreement, or any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls the Employer covered by this Agreement.

The term "Union" as used in this Agreement shall mean UNITE HERE International Union, which shall have sole authority to assign one or more UNITE HERE local(s) to act as its servicing agent(s), to change such assignments at any time, and to define the scope of

the assigned local's duties. Where appropriate, the term "Union" in this Agreement shall encompass the Union's servicing agent.

Should the Employer determine to add any additional full-time or regular part time hourly food service classifications within the scope of the bargaining unit, the Employer will notify the Union and provide it with both a job description for the classification and the initial wage rate. If the Union invokes its right to negotiate over the wage rate, the parties shall meet for that purpose.

Section 2. The Employer shall not abridge, add to, or change any section of this Agreement, except for any changes reached by mutual agreement, and the Employer shall not enter into any separate agreements, covenants or contracts with any individual who is part of the bargaining unit, which would abridge, add to, or change this Agreement.

Section 3. Excluded from the bargaining unit shall be managers, management trainees, receptionists, nutritionists and registered or licensed dieticians, interns, licensed/certified maintenance workers not employed by the Employer, subcontractors, chefs, sous chefs, special needs program participants, confidential and clerical employees, office/professional employees, janitors, supervisors, and guards as defined in the National Labor Relations Act.

ARTICLE 2 – DEFINITIONS

- Full Time – Employees who regularly work or are paid thirty (30) hours or more per week.
- Regular Part Time – Employees who regularly work or are paid less than thirty (30) hours or more per week.
- Locale – Any location with a Wage Scale listed in Paragraph 1 of respective Side Letter covering a geography with fewer than 100 bargaining unit members.
- Campus – An individual food service location, group of locations, building or group of buildings that may utilize employees between the various components of the Campus, as may be agreed upon by the parties as listed and will be updated in Exhibit B.
- District – A group of Campuses within a Region, as may be agreed upon by the parties as listed and will be updated in Exhibit B.
- Region – A group of geographically contiguous or related Campuses or Districts, as may be agreed upon by the parties as listed and will be updated in Exhibit B, that are covered by this Agreement with their own wage scale defined in Paragraph 1 of respective Side Letter.

- System – The entirety of the bargaining unit, including all Locales, Campuses, Districts and Regions.

ARTICLE 3 – GUCKENHEIMER/UNITE HERE DISPUTE RESOLUTION PROCEDURE

ISS Guckenheimer's responsibility to its client is to provide premier, best in class corporate dining experiences on client campuses to its employees and guests. ISS Guckenheimer is committed to making a difference by providing food service for a sustainable future.

Section 1. Labor Partnership Goals: Guckenheimer and the Union agree that job security for Guckenheimer employees is best assured by growth of the business and that growth of the business is dependent on increased teamwork and productivity aimed at meeting the competitive challenges in the marketplace. Guckenheimer and the Union further agree that the most effective way of accomplishing those goals is through labor-management cooperation and a partnership, employee involvement and participation in improving the quality of their jobs, and the growth of the business is an important goal of Guckenheimer and the Union, as is building trust and improving communication between management and the employees. Toward those goals and objectives, the parties have agreed to create comprehensive Joint Labor Management Committees, (JLMC) at Locale, District, Region specific and a System level to ensure that Guckenheimer and the Union are each able to achieve their goals under this agreement and in conjunction with this relationship. The parties commit to transparency and to discussing in regional JLMs any anticipated changes in operation, developments that will impact the relationship, policy changes, and disputes that are reoccurring and/or systematic to arrive at mutually agreeable resolutions or to refer to national JLMs when resolution at the regional level is not possible.

Section 2. Guckenheimer and the Union agree there shall be a Region, District and Locale Joint Labor Management Committees as defined below:

- a. Regional Joint Labor Management Committee consisting of no more than seven (7) individuals from each party. The names of the committee members shall be submitted by each party to the other, in writing. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns and suggestions related to the operation, working conditions and the implementation of labor agreement, all with the aim of promoting better understanding between the parties. Meetings will be held every three (3) months. A written agenda shall be agreed to and established no less than one week in advance of the meeting. Meetings shall be regularly scheduled on published dates, during the first week of every three (3) month segment. A joint written agenda shall be shared between the parties at least (3) business days in advance of the meeting and joint written minutes of the meeting shall be shared and available for use in the next meeting and shall be submitted jointly for review by the national JLMC every six (6) months or twice per year.

- b. Districts shall hold quarterly District Joint Labor Management Committee (“DJLMC”) meetings consisting of no more than five (5) individuals from each party. The names of the committee members shall be submitted by each party to the other, in writing. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns and suggestions related to the operation, working conditions and the implementation of the labor agreement, all with the aim of promoting better understanding between the parties. A written agenda shall be agreed to and established no less than one week in advance of the meeting. Meetings shall be regularly scheduled on published dates, during the first week of every three (3) month segment. A joint written agenda shall be shared between the parties at least (3) business days in advance of the meeting and joint written minutes of the meeting shall be shared and available for use in the next meeting and shall be submitted jointly for review by the RJLMC every three (3) months.

- c. Locales shall hold quarterly Unit Joint Labor Management Committee (“LJLMC”) meetings consisting of no more than three (3) individuals from each party. The names of the committee members shall be submitted by each party to the other, in writing. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns and suggestions related to the operation, working conditions and the implementation of the labor agreement, all with the aim of promoting better understanding between the parties. Meetings will be held every three (3) months. A written agenda shall be agreed to and established no less than one week in advance of the meeting. Meetings shall be regularly scheduled on published dates, during the first week of every three (3) month segment. A joint written agenda shall be shared between the parties at least (3) business days in advance of the meeting and joint written minutes of the meeting shall be shared and available for use in the next meeting and shall be submitted jointly for review to the SJLMC every six (6) months

Section 3. Employees assigned to a JLMC shall be paid their regular hourly rate for the time spent as a committee member on a JLMC. Such meetings shall not be construed as opening the Agreement for negotiations nor shall such meeting be considered as a step in the grievance procedure. No rights either party has under the Grievance and Arbitration procedure or any other article of the Agreement shall be waived by utilizing the RJLMC, DJLMC or LJLMC, including the exercise of management's rights by Guckenheimer not to conflict with the Agreement.

Section 4. The parties agree that this is a “living contract” which may be modified by mutual agreement. Such mutually agreed upon modifications of the agreement will be memorialized. Any agreement thus reached by the RJLMC, DJLMC or LJLMC to alter, change or amend the Labor Agreement and memorialized in the JLMC’s minutes will become final and binding only if and after it is agreed to in writing by both the President of the Union and Guckenheimer’s Vice President of Labor Relations or their designee.

Section 5. The Federal Mediation and Conciliation Service (FMCS) will deliver mandatory training in interest-based problem solving to all JLMC participants in each unit on a biennial basis. In addition, the parties agree to provide paid training on an ongoing basis and led by FMCS in (1) the grievance mediation process, (2) JLMCs and interest-based problem solving, (3) union representatives', stewards', supervisors', and managers' understanding of this dispute resolution process, of the labor contract and of the Guckenheimer/UNITE HERE relationship; and (4) the enforcement provisions of the Immigration, Diversity and Civil Rights Section of this Agreement (Article 5) biennially and any other section that is jointly agreed. The foregoing trainings will be delivered biennially and as often as necessary by mutual agreement to ensure all parties' (i.e., union representatives', stewards', supervisors', and managers') understanding of the processes involved.

LJLMC's shall set their own schedules for such trainings in a mutually agreeable timeline taking into account their own turn over and needs.

Section 6. The System Joint Labor Management Committee (SJLMC), made up of the President of UNITE HERE and their Designees and the Vice President of Labor Relations for Guckenheimer and their Designees. The National JLMC shall meet upon the request of either party every six (6) months or more frequently if required either telephonically or in person. Joint agendas for the National JLMC meetings will include (a) to discuss national contract and scope of jurisdiction, (b) to review what is happening in grievance mediations in the event one party or the other is not resolving disputes in a timely manner locally, (c) to review minutes and results of regional JLMCs, and (d) to arrive at mutually agreeable solutions to any national changes or problems in the relationship. By mutual agreement of the parties, the designees may bring a limited number of other participants to these meetings. Each party shall provide reasonable advance notice of other participants whom they would like to attend such meetings.

- a. The Parties agree that career ladders, job training and employment pipelines to good jobs are in the best interest of the Employer, employees and the community. To that end the SJLMC will meet to discuss how to create such career ladders within sixty (60) days of ratification of this Agreement.
- b. In addition, the Parties agree that mutually agreeing on job flexibility changes when necessary to accommodate the changing nature of ISS Guckenheimer providing food services to the client's employees is in the best interest of the Employer, employees and the community. They agree that in the future, upon the occurrence of a sufficient triggering event, as determined by the President of the Union and the Chief Labor Person of ISS Guckenheimer or their designees, that they will convene the JLMC process to discuss existing and future flexibility changes in the ISS Guckenheimer operations at Google and memorialize any such changes mutually agreed upon.

Section 7. The parties will have their dedicated FMCS facilitator facilitate and supervise all JLMC meetings.

ARTICLE 4 – RESPECT & DIGNITY

Section 1. The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats or harassment by employees, managers, representatives of the union or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

ARTICLE 5 – IMMIGRATION, DIVERSITY AND CIVIL RIGHTS

Section 1. EMPLOYMENT AND EMPLOYMENT BACKGROUND CHECKS

- a. The Employer shall not condition the employment, transfer or promotion of any bargaining unit employee on a review of the employee's credit history or reports derived from the employee's credit information.
- b. The Employer will not inquire about, or require an employee, as a condition of continued employment, transfer, or promotion, to disclose or reveal, an arrest or criminal accusation that did not result in a conviction or that is not currently pending. The Employer may not obtain such information through application forms, interviews, or criminal history checks. The Employer may conduct a motor vehicle record check for employees applying for a driver position.
- c. The Employer may obtain information about an applicant's criminal convictions after a conditional offer of employment. But the Employer may only withdraw that conditional offer, or take some other adverse action against an applicant, for a legitimate business reason that takes into account:
 1. The specific duties and responsibilities of the position;
 2. The bearing of the criminal offense on the applicant's fitness or ability to perform the job;
 3. The time that has elapsed since the offense;
 4. The age of the applicant at the time of the offense;
 5. The frequency and seriousness of the offense; and
 6. Any information provided by the applicant to show that s/he has been rehabilitated.

The Parties agree that the above sections are agreed to provided that the above is consistent with any specific client/security requirements in order to obtain access to the facility.

Section 2. VOTING IN THE UNITED STATES

- a. Full-time employees who demonstrably lack sufficient time outside scheduled work hours to vote in local, state and federal elections may take

up to two (2) hours off work with pay for this purpose. Paid time off will be provided at the beginning or end of the employee's regular shift as determined by their supervisor, whichever will allow for the most free time for voting and the least time off of work.

- b. Employees requiring time off must notify their supervisor two days before voting and must present a voter's receipt to their supervisor upon return to work from voting.

Section 3. IMMIGRATION RIGHTS IN THE UNITED STATES

- a. No employee covered by this Agreement will experience a loss of seniority, compensation, or benefits due to the submission of legally documented changes in their name and/or social security number. The Employer shall not take action against any employee solely because the employee is subject to an immigration proceeding where the employee is otherwise permitted to work.
- b. In the event that an employee has a problem with their right to work in the United States after completing their introductory or probationary period, the Employer shall notify the Union in writing prior to taking any action. Upon the Union's request received by the Employer within forty-eight (48) hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.
- c. Seniority for Immigration Related Issues. In the event that an employee does not provide adequate proof that they are authorized to work in the United States and their employment is terminated for this reason after completion of their probationary or introductory period, the Employer agrees to immediately reinstate the employee, without back pay, to their former position, without loss of prior seniority (but seniority does not continue to accrue during the period of termination) upon the employee providing proper work authorization within twenty-four (24) months from the date of termination so long as the employee has enough seniority and the ability to perform the position and the position still exists.

If the non-probationary employee needs additional time to obtain their work authorization, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of twenty-four (24) additional months. The parties agree that such employees would be subject to a probationary period in this event.

- d. Social Security No-Match Letters. In the event that the Employer receives notice from the Social Security Administration ("SSA") that one or more of

the employee names and Social Security numbers ("SSN") that the Employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with SSA's records, the Employer agrees to the following:

1. . The Employer agrees that it will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the receipt of a no-match letter,
 2. The Employer agrees that it will not, unless required by law, require employees listed on the notice to bring in a copy of their Social Security card for the Employer's review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status, solely as a result of the receipt of a no- match letter, and
 3. The Employer agrees not to contact the SSA or any other governmental agency, solely as a result of receiving a no-match from the SSA, unless required by law or if the response is to correct apparent incorrect information (i.e. misspellings, transposed numbers, etc.)
- e. Workplace Immigration Enforcement. The Employer shall, unless objected to by the affected employee, notify a representative of the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration, or is contacted by the Department of Homeland Security (DHS) related to the immigration status of an employee covered by this Agreement or if a search and/or arrest warrant, administrative warrant, subpoena, or other request for documents is presented in order that the Union can take steps to protect the rights of its members. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) in regard to the DHS matter.

To the extent legally possible, the Employer shall offer a private setting for questioning of employees by DHS.

The Employer will not audit or inspect its I-9 forms or allow any private or public entity to do so for non-probationary employees, unless required by law.

To the extent permitted by law, the Employer will refuse to allow DHS to enter the workplace without a valid warrant.

- f. Re-Verification of Status. The Employer shall not retain in its files copies of the identity and work authorization documents presented by the employee.

The Employer shall not require or demand proof of immigration status, except as may be required by 8 USC§ 1324a (1)(B) and listed on the back of the I-9 form or as otherwise required by law.

The Employer shall not verify non-probationary employees' identities, immigration status, and authorization to work in the United States or social security numbers through E-Verify, the Social Security Administration's Social Security Number Verification Service, or any other method of checking information about employees with any government agency, unless required by law.

If reverification is required by law when a document used to prove authorization to work expires, the Employer shall, whenever possible, provide the Union and the employee at least 120 days advance notice.

g. Change in Employer.

In the event of a sale of the business or its assets, the Employer shall offer to transfer the I-9 forms of any of its employees who authorize such transfer in writing to the new Employer or, at the Employer's option, to jointly maintain the I-9 forms of its employees who authorize such joint maintenance in writing with the successor Employer for the period of three (3) years, after which the successor Employer shall maintain said forms.

h. Unpaid Leave. Upon request, employees shall be released for a total of five (5) unpaid working days during the term of this Agreement in order to attend Bureau of Citizenship and Immigration Services (BCIS) proceedings and any related matters for the employee only. The Employer may request verification of such absence.

i. Legality. The Union and the Employer agree that this Agreement shall not be interpreted to cause or require the Employer to violate IRCA, 8 USC §1324a or any other applicable law. Except as required by law the Employer agrees not to permit any private or public entity to conduct an audit or inspection of its I-9 forms or personnel records.

The Parties agree that nothing in this Article shall be interpreted or require the Employer to act or refrain from acting in a manner that is prohibited by law.

j. Paid Citizenship Holiday. On the day that an employee is sworn in as a U.S. citizen, the employee will be excused from work and will be compensated for all lost time at the same rate used for holiday pay.

Section 4. ETHNIC DIVERSITY AND CULTURAL ISSUES

- a. The parties recognize that recent immigrant workers are employed by the Employer and are a vital element to the success of the facility. While English is the language of the workplace, employees have the right to use the language of their choice among themselves or in responding to customers who address them in a language other than English. Both the Employer and employees must be sensitive to excluding supervisors, co-workers and customers from understanding the subject of conversation when speaking in the presence of others who do not understand the language they are using.
- b. The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English. The Employer agrees it will, within a reasonable period of time, provide training materials, program announcements, and bulletin board notices where practical, to communicate in any language principally spoken by at least ten (10%) percent or more of its employees in the regional unit.
- c. Where there is a communication difficulty with a particular employee, on request the Employer will provide an employee translator/interpreter chosen by the employee to facilitate communications so long as:
 1. The employee is on the premises at the time requested or will be available within twenty-four (24) hours, in which case the meeting will be held at that time;
 2. The employee translates/interprets the communication of both sides so that there is full understanding by both parties of the verbal exchange;
 3. Said employee translator /interpreter may be the union steward who shall function both as translator/interpreter for both parties and representative of the union; and
 4. If the employee translator/interpreter is not the steward, they shall translate/interpret for both sides but shall not function in the role of steward.
- d. Commitment. The Employer is committed to a diverse workforce, consistent with and practicing equal employment opportunity and engaging in affirmative efforts to maintain an environment that supports and encourages the contribution of all employees. The parties will strive to achieve a workplace environment respectful of the diverse cultures of the workforce. The Employer and Union are proud of the diversity of the workforce and the benefits that diversity brings to the industry.

As part of this commitment, the Employer will work with the Union to inform and educate members of underrepresented communities about job and career opportunities with the Employer.

Actions taken by the Employer in accordance with its current Affirmative Action Plan may also meet goals of the outreach program. In no event shall the Employer be required to act contrary to its Affirmative Action Plan, nor shall its Affirmative Action Plan or actions taken pursuant to that plan be subject to the grievance and arbitration provision of the Agreement.

- e. In the United States, while it is understood some legally required posting and corporate materials may be available in limited languages, both the Employer and the Union agree to post all material produced by the Employer at the unit level and by the union local in Spanish. The Regional Unit Joint Labor Management Committee will examine the need to post material in additional languages.

In Canada the parties recognize that French is the second official language of Canada and the posting of such materials in French, will be deemed appropriate for the language of choice at the site and in accordance with any provincial statute.

Section 5. COMMITMENT TO DIVERSITY, EQUALITY AND INCLUSION.

The parties agree to work collaboratively together as partners on various Diversity, Equity and Inclusion initiatives, programs, opportunities, and training modules and courses that they mutually identify and agree upon wherein they have shared concerns and/or mutual interests. The purpose and intent of this partnership are to improve the development, execution, and effectiveness of ISS Guckenheimer's DE&I strategic agenda, employee engagement, and business performance. Such initiatives, programs, and training modules or courses may include both existing and future projects and offerings.

The parties will create a subcommittee made up of high-ranking ISS Guckenheimer management such as the Vice President, Labor & Employee Relations, Senior Vice President of Human Resources, and Chief Diversity, Equity & Inclusion Officer and/or their designee and at least three UNITE HERE affiliate leaders and one representative of UNITE HERE International Union to continue to meet and discuss how best to work together on ISS Guckenheimer's DE&I initiatives or suggestions from the Unions. These meetings shall take place at least two times per year.

The goal of this committee is to embed the Parties shared commitment to DE&I issues into the front-line experience of the members of the bargaining units.

ARTICLE 6 – PARENTAL LEAVE, PREGNANCY, AND LACTATION

Section 1. In the United States, the Employer shall provide to all employees, with at least six (6) months of seniority, twelve (12) weeks of paid parental leave to help provide additional time to bond and connect with a newborn child, legal permanent guardianship or legally adopted child.

In the event that the Employer's client increases the paid parental leave such increased leave shall be made available to the bargaining unit.

Section 2. Guckenheimer provides reasonable accommodations to qualified employees whose ability to perform their job functions is limited by pregnancy, childbirth, pregnancy-related medical conditions, or breastfeeding. The Company will engage in an interactive process with any employee that requests a pregnancy-related reasonable accommodation under this Policy. Requested pregnancy accommodations will be granted if they are reasonable and do not result in an undue hardship to the Company. Requests for a pregnancy accommodation will be evaluated on a case-by-case basis.

Workplace Reasonable Accommodations.

- a. Pregnancy Workplace Accommodation. If an employee needs a pregnancy-related workplace accommodation, including but not limited to: modified duty work assignment, more frequent or additional breaks, assistance with lifting or carrying, modifications to equipment or assigned duties, or temporary transfer to another position, the employee should contact Human Resources.
- b. Lactation Reasonable Accommodation. The Company will also provide reasonable break times for employees to express breast milk for nursing a child. If an employee needs such a break, the employee should alert their manager or Human Resources, who will work to find a place for these breaks that is private in nature and free from the view of co-workers and the public.

Disputes under this Article shall be filed directly to Step 3 of the Grievance Process (Mediation).

ARTICLE 7 – NON-DISCRIMINATION AND HARASSMENT

Section 1. There shall be no discrimination by the parties against an employee on account of race, color, gender, age, creed, marital status, gender expression, gender identity, disability, sexual orientation or national origin or other protected status under applicable federal, state, provincial and local anti-discrimination laws. No employee shall be discriminated against because of their membership in the Union or because of any lawful activities by such employee on behalf of the Union.

Section 2. Sexual and other Forms of Harassment

- a. All employees have the right to work in an environment free from harassment, including sexual harassment, and discrimination. This shall include sexual harassment because of a person's sexual orientation, gender identify and gender expression.
- b. It is agreed between the parties that there is an obligation and desire to eliminate any and all sexual harassment in the workplace. This obligation applies equally to the Employer, the Union, and all employees.

- c. The Employer shall thoroughly and promptly investigate all complaints of sexual harassment or discrimination. Such alleged harassment or discrimination, or the failure to investigate reported allegations thereof and if warranted remedy a harassment or discrimination complaint, may be the subject of a grievance pursuant to this Agreement. Once a grievance has been filed, the Employer will share the any findings of an investigation that Human Resources conducted, if any, and to the Union upon written request.
- d. The Employer shall not retaliate against any employee who makes a good faith report of sexual harassment or who participates as a witness in a sexual harassment investigation. Such alleged retaliation may be the subject of a grievance pursuant to this Agreement.
- e. The Employer will take reasonable steps to eliminate sexual harassment in the workplace whether from supervisors, employees or customers, vendors or other third parties doing business with the Employer.

No later than January 1, 2024, and annually thereafter, the Employer will communicate its policies regarding workplace harassment to bargaining unit employees, including a clear description of the process(es) available to employees to report alleged incidents of sexual harassment or discrimination by co-workers, managers, customers, vendors or other third parties.

Such communications and all workplace harassment policies discussed in such communications will be provided in Spanish and in English.

In addition, the Employer shall, at least annually, conduct a training for all member of the bargaining unit and management on best practices regarding workplace sexual harassment and other forms of discrimination. Such training shall be on paid time.

- f. Upon request, the Employer will meet at least annually with the Union to review the content of its policies regarding sexual harassment and discrimination, its processes for notifying employees of its policies regarding sexual harassment and discrimination, the content of any training programs regarding sexual harassment and discrimination, including how the Employer and its employees handle harassment from customers and other third parties, and any other concerns or issues raised by the Union related to the issue of prevention of workplace harassment and discrimination.
- g. The Employer agrees to post a summary of policies and procedures regarding sexual harassment on a bulletin board, on the employee portal, and/or in other locations that are readily available to all employees.
- h. The Employer will, within a reasonable period of time, provide such policies and

procedures in Spanish.

Section 3. This agreement shall be interpreted to permit reasonable accommodations of disabled persons as required by state, provincial and/or federal laws, including the Americans with Disabilities Act (ADA), as amended. If providing such an accommodation would violate a specific term or terms of this Agreement, the parties agree to meet and discuss the reasonableness of the accommodation requested, whether it should be granted and if so, the duration for which it will be granted. The parties agree that any accommodation made by the Employer with respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person accommodated.

Section 4.

- a. The Employer agrees to comply with all applicable state, provincial and federal laws prohibiting any such discrimination including, but not limited to, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, applicable state or provincial anti-discrimination statutes including but not limited to any other applicable rules or regulations. The language of said laws is incorporated herein by reference in its entirety.
- b. Any and all claims by employees against Employer, its agents and/or employees, alleging discrimination in violation of these laws and/or any common law claims alleging discrimination shall be subject to the grievance and arbitration procedures set forth in Article 10 herein as the sole and exclusive remedy and forum for pursuit of said claims. The only exception to the procedures in Article 10 shall be that any claim alleging discrimination may be submitted to the grievance process in the same time period as required under the applicable statute for filing said claims in court or with an administrative agency. The arbitration of said claims shall be final and binding on all parties.
- c. The Union and Employer agree that this clause is intended to constitute a full waiver of the right of Employees and/or the Union to pursue such claims in court and the right to have said claims heard before a jury. If and when such claims proceed to arbitration, the arbitrator shall: (1) be selected from the following panels of arbitrators in rotation starting with the first-listed arbitrator:

East Coast Arbitrators

Susan Meredith
James Litton
David Vaughan;

West Coast Arbitrators

Sylvia Skratek

Norman Brand
John Kagel

(2) apply the appropriate substantive state, provincial or federal law which is applicable to the claim; (3) follow the procedures set forth under the American Arbitration Association Employment Arbitration Procedures if in the United States; and (4) be empowered to award any and all remedies provided for under the applicable law.

- d. The Employer shall pay the administrative costs of said arbitration and the arbitrator's fees, but the parties will bear their own attorney's fees and costs (e.g., witness fees, etc.). If and when the Union determines not to participate in any claim brought under this section, the employee shall have the right to continue to arbitrate said claim at the employee's expense for the employee's own attorney's fees and costs. An individual employee moving forward an arbitration will do so by contacting:

Guckenheimer
ISS Facility Services, Inc.
2013 River Way
Spring Branch, TX 78070

- e. The Union and the Employer further agree that they shall interpret this Agreement to be consistent with the Americans With Disabilities Act (ADA). Should a dispute arise with respect to such issues and should the parties fail to reach agreement, such dispute shall be submitted to final and binding arbitration as provided under this clause.

Section 5.

- a. The Employer agrees to comply with all applicable state, provincial and federal wage and hour laws including, but not limited to, the Fair Labor Standards Act and any similar rules or regulations. The language of said laws is incorporated herein by reference in its entirety.
- b. Any and all claims by employees against the Employer, its agents and/or employees, alleging violations of these laws (including, but not limited to, claims for wages, overtime, premium pay, meal and rest break violations, waiting time penalties, inaccurate wage statements, improper deductions, unlawful reimbursements, and unfair business practices) and/or any common law claims for same (including, but not limited to, claims alleging conversion, breach of contract and/or implied contract, unjust enrichment and/or quantum meruit) shall be subject to the grievance and arbitration procedures set forth in Article 10 herein as the sole and exclusive remedy and forum for pursuit of said claims. The only exception to the procedures in Article 10 shall be that any such claim may be submitted to the

grievance process in the same time period as required under the applicable law for filing said claims in court or with an administrative agency. The arbitration of said claims shall be final and binding on all parties.

- c. The Union and the Employer agree that this clause is intended to constitute a full waiver of the right of employees and/or the Union to pursue such claims in court and the right to have said claims heard before a jury. If and when such claims proceed to arbitration, the arbitrator shall: (1) be selected from the following panels of arbitrators in rotation starting with the first-listed arbitrator:

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(2) apply the appropriate substantive state, provincial or federal law which is applicable to the claim; (3) follow the procedures set forth under the American Arbitration Association Employment Arbitration Procedures, if in the United States; and (4) be empowered to award any and all remedies provided for under applicable law.

- d. The Employer shall pay the administrative costs of said arbitration and the arbitrator's fees, but the parties will bear their own attorney's fees and costs (e.g., witness fees, etc.). If and when the Union determines not to participate in any claim brought under this section, the employee shall have the right to continue to arbitrate said claim at the employee's expense for the employee's own attorney's fees and costs. Should a dispute arise with respect to such issues and should the parties fail to reach agreement, such dispute shall be submitted to final and binding arbitration as provided under this clause. An individual employee moving forward an arbitration will do so by contacting:

Guckenheimer
ISS Facility Services, Inc.
2013 River Way
Spring Branch, TX 78070

ARTICLE 8 – FAMILY AND INTIMATE PARTNER VIOLENCE

Section 1. The Employer shall provide reasonable and necessary unpaid leave (up to one year) to employees who are victims of family/intimate partner violence, sexual assault or stalking to attend legal proceedings or obtain other needed relief. In addition, the Employer shall provide other reasonable accommodations for such employees.

This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval, unless it is practicable to provide advance notice.

Unpaid leave under this Section is available for an employee who is the victim of family/intimate partner violence, sexual assault or stalking to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children. Employees may also request unpaid leave for the following purposes:

1. Obtain services from a domestic violence shelter or rape crisis center.
2. Seek medical attention for injuries caused by family/intimate partner violence or sexual assault.
3. Obtain psychological counseling for the family/intimate partner violence or sexual assault.
4. Take action, such as relocation, to protect against future family/intimate partner violence or sexual assault.
5. Attend court dates.
6. Time off to recover from family/intimate partner violence.

To request leave under this Section, an employee should provide Human Resources with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee shall notify Human Resources as soon as possible after the incident.

The Employer may require proof for the leave.

Employees requesting leave under this Section may choose to use accrued paid PTO/vacation/sick/floating holidays but shall not be required to do so.

Section 2. The Employer will provide reasonable accommodations to employees who are victims of family/intimate partner violence, sexual assault or stalking for the employees' safety while at work. A reasonable accommodation may include the implementation of safety measures, such as a transfer, reassignment, modified schedule, changed work telephone, temporary change of station, changed work station or installed lock; assistance in documenting domestic violence, sexual assault or stalking that occurs in the workplace; an implemented safety procedure; or another adjustment to the employee's job duties and position.

The Employer shall keep all personal information concerning family violence confidential and separate from the employee's personnel file.

Section 3. Within six (6) months after ratification of the collective bargaining agreement, the Employer shall have a contact in the Human Resources department who is trained in how to respond to employees who experience family/intimate partner violence, including the best practices in responding to reports of family/intimate partner violence. In addition, Human Resources shall compile and provide a resource packet for employees who disclose family/domestic violence that shall include the Employer's policy, the employee's rights, local resources and other relevant information. The Employer shall provide a copy of the packet to the Union for review and shall provide an opportunity for the Union to discuss upon request.

ARTICLE 9 – GENDER IDENTITY

Section 1. Names. The Employer agrees to respect the stated names and pronouns of all employees regardless of any employment or legal documents. In all public facing documents only the employee's stated name will be printed.

Section 2. Pronouns. The Employer agrees to print pronouns, as stated by the employee, on the employee's nametag if requested by the employee. If the employee notifies the company of a change in pronouns, the company will provide new name tags at no cost.

Section 3. Changing Area. The Employer will provide a single stall gender-neutral changing area or bathroom for use by employees. The changing area or bathroom must be easily accessible and clearly labeled as gender neutral. If the client facility limits the ability to provide such area, the company agrees to discuss alternatives in a Joint Labor Management Meeting. The Employer commits to advocating for such a space to the client.

ARTICLE 10 – GRIEVANCE PROCEDURE

Section 1. The term "Grievance" as used herein means any alleged violation, misinterpretation, or misapplication of this Agreement, and may be raised by an individual or group of individuals covered by this Agreement, or the Union on behalf of an individual or group of individuals covered by this Agreement. The claims covered by this Grievance and Arbitration Procedure include, but are not limited to, claims covered by the National

Labor Relations Act and claims alleging unilateral change in the terms and conditions of employment.

Section 2. The parties agree that grievances must be processed and resolved as rapidly as possible. The number of days indicated at each step of the grievance procedure shall be considered maximum and every effort should be made to expedite the process. Failure on the part of management to respond within the time limits shall result in a grievance being automatically moved to the next step. The time limitations may be extended on a case-by-case basis by mutual agreement. Such extensions shall be in writing.

Section 3. The following constitutes the exclusive method for resolving grievances between the parties under this Agreement, unless any step is waived or modified, in writing, by mutual consent of the Employer and the Union. Grievances involving suspensions or terminations will proceed in accordance with Step Two.

Step One: First Step Grievance Protocol

- a. The Employer and the Union agree to implement a Step One Process for employee complaints and disputes under the CBA. The Step One Process gives responsibility to employees, shop stewards and front line managers and supervisors to resolve workplace problems directly, quickly and cooperatively. The Step One Process is designed to reduce the level of formalism in the grievance procedure.
- b. Under the Step One Process, an employee with a complaint or dispute shall use his or her best efforts to, within ten (10) calendar days of the incident or circumstances giving rise to the dispute, or within ten (10) calendar days of the time the employee reasonably could have acquired knowledge of the event, present the matter to their immediate supervisor or manager. To initiate the Step One process, the employee must complete a Step One Meeting Request Form (Appendix A) and submit the Form to the supervisor or manager. Upon receipt of a Step One Meeting Request Form, the supervisor or manager shall schedule such meeting to be held within three (3) business days of such request. The manager or supervisor shall provide a copy of the Step One Meeting Request Form to the employee and shall provide a copy of the completed form to Human Resources.
- c. The supervisor or manager involved in the Step One Meeting shall use their best efforts to respond to the employee within seven (7) calendar days of such discussion. Such response may be in the form of a proposed resolution of the matter or may be a communication to the employee scheduling a meeting to further discuss the matter. In any event, at the conclusion of the Step One Meeting, the employee, shop steward, and supervisor/manager will complete a Step One Resolution Form (Appendix B). The employee will receive a hard copy of the completed Step One Resolution Form, and the supervisor or manager will send the union an

electronic copy. If the Parties are unable to resolve a dispute or complaint in the Step One Process, such dispute or complaint may be reduced to writing as a formal grievance and shall proceed to Step 2 of Article 10.

- d. Settlements reached during the Step One Process shall be considered non-precedent setting and non-prejudicial, unless the Employer and the Union expressly agree that the settlement shall be reduced to writing and may be used as precedent in the future. However, the Parties agree that if a resolution is reached during the Step One process, documentation of the resolution shall be prepared and signed off on by the supervisor/manager, the employee and the shop steward (if involved).
- e. The employee, supervisor/manager and the shop steward may mutually agree to waive the timelines noted above.
- f. Shop stewards and supervisors/managers shall have blank copies of the Step One Meeting Request Forms. Such forms shall also be kept in a centralized location accessible to employees in each kitchen and in the commissary.
- g. An employee has the right to request the involvement of the shop steward in this Step One Process. The Employer will ensure that either the requested shop steward (if on site) or another shop steward is present at the meeting.
- h. By Region or Unit, the Employer will be responsible for tracking the results and settlements under Step One. By the 15th day of each month, the results from the previous month's Step One Meetings will be sent to the Designee of the President of UNITE HERE and the Local Union Representative, as designated by the Union, for review. The Local Representative, as designated by the Union, and Local Management will meet to discuss the results and settlements once a month. The Designee shall review such review the results and settlements as needed at Step Four or SJLMC.
- i. The Parties agree to provide jointly the Step One Process training to current management personnel and shop stewards within ninety (90) days of the signing of this Agreement. Refresher training will be scheduled at eighteen (18) month intervals for new management and shop stewards.

Step Two: If the Grievance is not resolved after Step One, then within seven (7) calendar days of the answer, the Grievance shall be reduced to writing and provided to the VP of Operations and/or Senior People Operations BP. The written Grievance shall list the specific provision(s) of this Agreement alleged to have been violated and remedy sought. Within seven (7) calendar days of the Grievance being filed in writing, a meeting shall occur between the VP of Operations and/or Senior People Operations BP, the Shop Steward and the grievant in an effort to

resolve the Grievance. The VP of Operations and/or Senior People Operations BP shall provide a written response within seven (7) calendar days of the meeting.

Step Three: Grievance Mediation Procedure.

- a. If the matter is not satisfactorily resolved at Step Two of the Grievance Procedure the Union may file a written request for a Grievance Mediation hearing within seven (7) days of the Step Two response. If there is no response from management under Step Two, the Union shall have ten (10) days from the date of the Step Two meeting to submit the written request. The written grievance shall set forth the facts giving rise to the dispute including the date and person(s) involved and shall designate the grievant as well as the remedy sought.
- b. The Grievance Mediation shall be held within thirty (30) calendar days of the written request.
- c. The Grievance Mediation shall consist of two (2) management representatives and two (2) union representatives plus an FMCS neutral mediator who shall act as Chairman and who shall mediate the dispute in an attempt to have the parties reach a settlement. The manager involved in the incident or circumstances giving rise to the dispute should be present at the Grievance Mediation.
- d. The Grievance Mediation shall be governed by the following rules:
 1. The grievant shall have a right to be present at the Grievance Mediation.
 2. Each party shall have one (1) principal spokesperson.
 3. Outside lawyers or consultants shall not participate in a Grievance Mediation.
 4. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing.
 5. Proceedings shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance procedure. The rules of evidence shall not apply and no formal record of the Grievance Mediation shall be made.
 6. The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution of a grievance.
 7. If no settlement is reached, the mediator shall provide the parties with an immediate written advisory decision.
 8. The mediator shall state the grounds for their advisory decision.
 9. Grievance Mediation shall occur regularly in each region to ensure prompt resolution of all grievances and disputes and shall be on a schedule to be developed by the Regional JLMC and approved by the National JLMC.
 10. The Grievance Mediation shall have no power to alter or amend the terms of the Collective Bargaining Agreement.

11. The cost of the mediator shall be split between Guckenheimer and UNITE HERE.

Step Four: System Wide Step

If the parties are unable to resolve the grievance at Step Three of the grievance procedure, prior to filing a demand for arbitration, Guckenheimer's Vice President of Labor Relations and the President of UNITE HERE International, or their respective designees, with settlement authority, shall meet within thirty (30) calendar days of the Step Three responses in an effort to resolve the dispute. If there is no resolution (whether during or after the meeting), or if there is no response by the Labor Relations Representative within ten (10) calendar days of this meeting, either the International President or the Vice President of Labor Relations shall have thirty (30) calendar days to file a Demand for Arbitration as outlined in this Article. This thirty (30) calendar day period shall begin either ten days after the meeting, or on the date the Employer sends written notification to the Union that the grievance is denied. If no such Demand is filed within thirty (30) calendar days as outlined, the grievance shall not proceed to arbitration. The timelines set forth herein may be extended by mutual agreement of the parties.

Step Five: If the Grievance cannot be satisfactorily adjusted at Step Four, the matter may be referred by the International or the Vice President of Labor Relations, for final decision and determination to an impartial arbitrator. Every demand for arbitration shall be submitted for final and binding adjudication by an arbitrator selected exclusively from the parties' Permanent Arbitrator Panel ("PAP"). The PAP shall consist of a pool of six arbitrators comprised of three nominees from each party. All designees must be arbitrators registered and in good standing with the American Arbitration Association's National Academy Panel of Arbitrators. In the event a PAP position becomes vacant the party from whose list the vacancy originated shall nominate and appoint a permanent replacement. Upon the timely filing of a demand for arbitration, an arbitrator shall be selected within five calendar days by the parties alternately striking names from the PAP list after first removing the name of the last arbitrator to have heard and decided a case. The union shall always make the first strike from the list. The Arbitrators are named in Exhibit A.

The arbitrator selected through the above request for arbitration filing process shall hold a hearing promptly and shall issue a written decision not later than thirty (30) calendar days from date of the close of the hearings or, if oral hearings have been waived, then from the date on which the written final statements and proofs on issues were submitted. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall be bound and governed by the provisions of this Agreement and the arbitrator shall be limited to the interpretation of the terms set forth in the Agreement. The arbitrator may enter an ex-parte default award. Both parties agree that a judgement may be entered enforcing any award as above

in the United States District Court having jurisdiction over the status of the principal office the Employer.

The Arbitrator shall have no power to add, subtract from or modify any terms of the Agreement.

Costs of the arbitrator shall be shared equally by the parties. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

Expedited Termination Grievances Only: Any grievance of an employee termination may be expedited by the Union or the Employer following the Step Three answer. It will be scheduled for the first available date offered by the selected arbitrator. The arbitrator will conduct the hearing without transcript and the parties will present all post-witness argument without written briefs. The arbitrator will issue a determination within seven (7) days of the close of the hearing.

Section 4. To facilitate the efficient and timely administration of this Article, Parties may participate in grievance investigations and meetings via telephone. Shop Stewards may use a computer designated by the Employer to scan and e-mail documents to the Union Offices, only before or after their shift or during their meal break upon approval by a supervisor or manager.

Section 5. No Delegations or Demonstrations: All disputes and grievances arising between the parties shall be resolved expeditiously and effectively through the grievance procedure and dispute resolution provisions of this Agreement including its grievance, grievance mediation, arbitration, and JLMC provisions. Any dispute or grievance that is not resolved in a timely manner under these procedures may be referred in writing on an emergency basis for expedited consideration by the President of the International Union and the Guckenheimer Vice President of Labor Relations.

- a. Employees will utilize the dispute resolution process set forth herein to resolve all grievances and issues and will not engage in demonstrations, delegations, group protest, adverse publicity, or any other means to resolve such grievances and issues.
- b. The Union will not participate in, condone, lead, or in any way be party to any demonstration, group protest, adverse publicity, or any other means to resolve such grievances and issues other than the dispute resolution process set forth herein. The Union will publicly disavow any such actions and promptly act to stop them if one occurs.

Section 6. The System JLMC shall periodically review the results of grievance mediations and arbitrations at the Regional level to ensure that all participants are proceeding in good faith to resolve all disputes locally and expeditiously.

Section 7. Grievance Procedure for Employer/Union. The Employer and/or the Union shall be free to file grievances as described in (a) hereof directly with the other party. The initial consideration of such grievances shall commence with the Grievance Mediation as provided for in Step 3.

ARTICLE 11 – JUST CAUSE, DISCIPLINE & DISCHARGE

Section 1. Non-probationary employees shall be discharged, suspended, barred or otherwise disciplined only with just cause. The Employer will promptly advise the Union of any discharge or discipline. In the event the Union claims the discharge or suspension is unjust the grievance may be referred directly to Step 2 of the grievance procedure within fourteen (14) calendar days of the occurrence.

Section 2. An employee shall have a Shop Steward or Union representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, the discharge, suspension or other disciplinary action with respect to the employee unless the employee indicates that they do not wish a Steward to be present. If a Steward is not available, the disciplinary meeting shall be temporarily postponed but not for more than two (2) days unless it is an event covered in Section 4 below. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness.

Section 3. Disciplinary or corrective counseling notices may not be considered as a step in progressive discipline if they were written more than twelve (12) months prior to the date of a new disciplinary or corrective counseling action. Such documents more than twelve (12) months old may only be used as evidence that an employee was aware of a rule or policy. Copies of all formal written discipline shall be provided to the Union Steward present at the counseling session or the Union Steward assigned to the shift.

Section 4. At the final step of progressive discipline, or in the event of a single serious incident or rule violation, the employee may be suspended pending investigation and with the intention to terminate. The Union shall be given notice of such suspension within three (3) days, excluding Saturday, Sunday and contract holidays. The final disposition of the matter shall be made within seven (7) calendar days, and notice of disposition shall be sent to the Union. Notices are to be sent by e-mail. However, the Employer may request additional time in order to continue its investigation from the Union. The Union will not arbitrarily deny such request.

Section 5. For discipline situations that are appropriate for progressive discipline the progressive steps shall be:

1. First Written Warning
2. Second Written Warning
3. Final Written Warning

4. Suspension (1 – 3 days)
5. Suspension pending investigation and decision to terminate

Section 6. Attendance issues shall be considered on a separate disciplinary track, separate from other issues. Cash handling issues shall be considered on their own disciplinary track, separate from other issues.

Section 7. In cases of severe misconduct, employees may be discharged without prior notice. Examples of severe misconduct include, but are not limited to, the following:

- a. Unauthorized possession, use, sale, or distribution of alcoholic beverages on Company or client premises;
- b. Possession, use, sale or distribution of illegal drugs or other controlled substances;
- c. Theft;
- d. Insubordination;
- e. Fighting; and
- f. Job abandonment.

The above types of misconduct are illustrative only, and in no way present an inclusive list of actions which may result in immediate discharge.

Section 8. All discipline will be given within seven (7) calendar days of the event which triggered the discipline or within seven (7) calendar days of when the supervisor or the manager would have reasonably known of the event which triggered the discipline. The Employer may request additional time to continue its investigation from the Union. The Union will not arbitrarily deny such request.

Section 9. Informal counseling shall normally be given prior to any written warning, though not required.

Section 10. Employees shall not receive discipline or attendance points towards discipline for not being able to call off or within the time frames of the Employer's Time and Attendance Policy for reasons such as a medical emergency or incarceration.

Section 11. Part Time Employees Only: More than three (3) unscheduled call offs in any six (6) months period will result in the termination.

ARTICLE 12 – DRUGS & ALCOHOL

Section 1. The Employer and the Union recognize that they must endeavor to provide safe and efficient operations for the protection and benefit of the general public, its guests and its employees. As part of its efforts to achieve that goal, it must require that its work be performed by employees who are not under the influence of illegal drugs or alcohol at work. For purposes of this Agreement, the term "drugs" shall include both drugs and alcohol, as appropriate.

Section 2. Where the Employer has reasonable cause to believe that an employee is under the influence of alcohol or a controlled substance, or if there is evidence that an employee has directly contributed to an accident that causes property damage or personal injury to the employee or to any other person, such as unusual conduct or a pattern of injuries, an employee, after being notified of the contents of this subsection, must consent to an immediate physical examination at an independent medical facility or suffer the penalty of discharge.

Section 3. The Employer shall pay for the cost of the examination, and the employee shall be paid for all time required for the examination. A blood alcohol level at or in excess of the current level allowed by law provides an absolute presumption that an employee is under the influence of alcohol. A positive reading for the presence of any illegal or controlled substance resulting from a gc/ms test, shall constitute just cause for discharge.

Section 4. In the event an employee is discovered to have an alcohol or substance abuse problem during the course of his or her employment, such individual will be given one (1) opportunity to seek treatment and shall not suffer the loss of employment. Such opportunity for treatment shall be made available if the employee informs the Employer about his or her alcohol or substance abuse problem before they violate the Employer's work rules. In the event that an employee informs the Employer about his or her need for treatment only after the employee has violated the Employer's work rules, the Employer, at its sole discretion, may make a one-time opportunity for treatment available to such employee. Such offer shall be made in a non-discriminatory manner.

ARTICLE 13 – SENIORITY

Section 1. The purpose of seniority is to accord consideration to senior employees in recognition of their length of service to their Employer. Seniority is intended to provide maximum work opportunity to senior employees with respect to layoffs and recalls, vacations, and such other purposes as expressly provided by this Agreement (i.e., shift assignments, days off and overtime). Notwithstanding the purpose of seniority, it is not intended to allow senior employees the option of changing hours of work, days off, and shift assignments on a day to day or any other basis not expressly permitted by this Agreement.

Section 2. Seniority shall govern with respect to layoff and recall, vacation, choice of shifts, days off and overtime subject to the Employer's establishment of designated work schedules. For purposes of this Section, seniority shall be the last date of hire in a food service position at Google.

Section 3. In the event that two or more employees are hired on the same day their seniority shall be decided by lottery.

Section 4. Seniority shall be deemed broken for the following reasons:

- a. A voluntary quit;

- b. A discharge for just cause,
- c. Failure to return to work in accordance with the terms of an approved leave of absence;
- d. A continuous layoff equal of twenty-four (24) months from the date the layoff began;
- e. Failure to return to work within five (5) days of notice sent to the last address on file by registered mail and by telephone to the last phone number on file;
- f. Illness or injury absence equal to the employee's length of service when the leave began or twelve (12) months, whichever is less, unless not allowed by law;
- g. Three (3) consecutive workdays no call/no show unless failure to call is due to an emergency beyond the control of the employee.

ARTICLE 14 – PROBATIONARY PERIOD

Section 1. The first sixty (60) workdays of employment for all new employees shall be considered a probationary period for purposes of this Agreement. The Employer may extend probation an additional thirty (30) workdays upon notice and consent from the Union.

Section 2. During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. Any employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement.

ARTICLE 15 – FORCE REDUCTIONS, BUMPING, RECALL

Section 1. In the event of a reduction in force, the least senior person in the affected job classification shall be the first person to be laid off so long as the remaining employees are qualified to perform the remaining work with minimal training. The displaced employee may bump a less senior employee in the bargaining unit provided they have the seniority and are qualified to perform the work successfully with minimal training. If the displaced employee bumps into a lower classification for more than three (3) months, the employee's rate of pay shall be reduced by the difference between the two (2) classification rates found in the applicable wage rider. The displaced employee without seniority to bump shall be laid off.

Section 2. Employees shall be recalled to their former position in inverse order of seniority as business needs dictate. If the employee returns to their prior classification, they shall be paid their former rate of pay plus any increases that have occurred during their displacement.

Section 3. Notice of recall shall be sent to the employee's last known address on file with the Employer and by telephone to the last known phone number on file with the Employer. It is the employee's responsibility to maintain up to date address and phone information on file with the Employer.

Section 4. Employees shall be provided with letters from the Employer, notifying them of the layoff, and the expected date of return if known. Employees shall be given at least two (2) weeks' notice of lay off, or two (2) weeks' pay in lieu of said notice. However, this provision will not apply if the client gives the Employer less than two (2) weeks' notice of a food service operation's closing, or the closing of the client's operations. Upon request of the Union, the Employer shall provide the Union with notice from the client announcing the closure.

ARTICLE 16 – VACANCIES

Section 1. All vacancies shall be posted in writing for seven (7) calendar days on internal bulletin boards in each facility and nationally on the Employer's website. A copy of the posting shall be given to the Shop Steward and sent via email to the Union Representative. Persons shall apply for the posted vacancies by either signing their names to the posting notice or by sending a written request to the Local Director of Operations or by other mutually agreed upon procedures. Selection will be conducted within fourteen (14) calendar days of the completion of the posting period. When more than one active current employee meets the qualifications for a position, selection of employee to fill the vacancy shall be governed by seniority.

After filling the vacancy, the Employer will provide to the relevant Union Representative a list of everyone who applied, their classification and their seniority date, as well as who was selected. Such information shall be provided to the Union on a monthly basis. The timeline for filling a grievance will start after the list is provided to the Union.

Section 2. Vacancy shall be defined as a regular position which is vacated by the separation of an employee and one the Employer determines should be replaced or a newly created position.

Section 3. The first thirty (30) workdays of employment in a new job title for any existing employee will be considered a trial period for the purpose of this Agreement. The Employer shall be entitled to extend the trial period for an additional thirty (30) workdays upon written notification to the Union.

- a. During the aforementioned trial period, the employee's service in the new position may be ended by the Employer for any reason. If they are disqualified during the trial period by the Employer or, if they ask to be returned to their prior position during the trial period, they may not bid again for a period of six (6) months.
- b. Upon such disqualification or if they ask, the employee shall be entitled to return to the position previously held or a substantially similar position and they shall suffer no loss of seniority occasioned by the promotion.

- c. Employees who successfully bid for new promotional opportunities may apply for a subsequent promotional opportunity after six (6) months in their new role.
- d. Employees that apply for more than one new position at any one time will be required to rank their choices and take the first available choice that they win.

Section 4. Employees who receive promotions to non-bargaining unit positions shall retain seniority within the bargaining unit in the event that they return to their prior positions within one (1) year.

Section 5. Upon external posting, the Employer will email a copy and link to the external job posting to the Union Representative and to the relevant Career Ladder Benefit Fund.

Section 6. A non-exhaustive list of examples of filling vacancies, including shift changes, promotions, lateral transfers or demotions, are set forth below. The career ladder programs contained in this Agreement may result in modifications of these examples or creation of additional examples.

Example 1 – Vacancy filled in the existing classification: Cook, Scheduled from 6 am to 2 pm. Applicants: 3 cooks, 1 prep cook, 1 dishwasher. This would be shift change for the 3 cooks, so the vacancy would go to the cook with the longest seniority.

Example 2 – Vacancy filled from a different classification on the same pay scale: Barista, Scheduled from 5 am - 1 pm. Applicants: 1 catering attendant, 2 servers, 1 host. This would be a lateral transfer for all people applying, so of all the qualified applicants, the vacancy would go the person with the longest seniority.

Example 3 – Vacancy filled by a promotion from a lower paying classification: Cook, Scheduled from 12 noon – 8 pm. Applicants: 3 prep cooks, 1 utility, 1 server. This would be a promotion for all people applying, so of all the qualified applicants, the vacancy would go to the person with the longest seniority.

Example 4 – Vacancy filled according to seniority when differing filling scenarios happen at the same time: Server, Scheduled from 6:30 am – 2:30 pm. Applicants: 2 hosts, 1 catering attendant, 1 barista, 2 dishwashers. This would be a lateral transfer for the 2 hosts, 1 catering attendant and 1 barista. It would be a promotion for the 2 dishwashers. Of all the qualified applicants, the vacancy would go to the person with the longest seniority.

ARTICLE 17 – TRANSFERS AND REASSIGNMENTS

Section 1. An employee may request a transfer or reassignment to an equal or lower rated position. The Employer agrees that it will make reasonable efforts to accommodate

such employee. Any impact on the rate of pay and/or benefits of the employee caused by said move shall be governed by this collective bargaining Agreement.

ARTICLE 18 – TECHNOLOGICAL CHANGES

The parties agree that reaching agreement on technological changes and issues related to automation is fundamental to a positive relationship between the parties. To that end, the parties have agreed to comply with the Guckenheimer and UNITE HERE International Union National Technology Agreement and Committee Structure (“the Technology Agreement”). The Technology Agreement sets forth a process by which the Employer and UNITE HERE discuss, bargain over, and allow the Employer to implement new technologies when needed. This process calls for a sharing of information, timely discussion, mediation, and arbitration if necessary, regarding the introduction of new technology. It also provides for local implementation committees with respect to implementation issues that can arise with new technology. In addition, severance, job retraining, and job recapture rights are included in The Technology Agreement. The Technology Agreement including its Technology Agreement and Committee Structure (“TJLMC”) are incorporated by reference into this collective bargaining agreement. Technology based pilot projects will be governed by Exhibit D.

ARTICLE 19 – SAFETY

Section 1. The Employer will ensure that the working environment and all conditions of work are maintained in a safe manner and that all safety devices and equipment required by the various health codes and other applicable statutes are supplied to maintain a safe environment.

Section 2. A Joint Safety and Health Committee (“Committee”) will be established by the Employer and the Union, composed of three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Employer will coordinate the meetings of the Committee. This Committee will meet periodically, but no less than quarterly at which time they will conduct a walk-around inspection. The Employer will consider all of the recommendations from the Committee in good faith. Issues raised in the Joint Safety and Health Committee not resolved by the Committee may be elevated to the System Joint Labor Management Committee. The System JLMC may establish a System Joint Safety and Health Committee at its own discretion.

The Committee shall discuss ways to provide training to managers and stewards on performing CPR.

Section 3. Protective Equipment. The Employer shall make available appropriate personal protective equipment and replace for normal wear and tear as needed, at no cost to the employee. Employees are expected to use/wear all protective equipment and are responsible for lost protective equipment. The Employer will supply latex gloves (or latex free gloves) as needed. Latex gloves will not be used in place of “cut” gloves and

the Employer will supply sufficient “cut” gloves to all employees and will not require any employee to perform knife work or handle any slicing apparatus without a “cut” glove. Failure to wear a personal protective equipment on which employees have been trained will result in disciplinary action. In the Joint Labor Management Meeting, the parties will discuss adequate floor mats for dish rooms and other slippery spaces, as well as anti-fatigue mats.

Section 4. When the Employer requires employees to obtain or renew a Food Handler’s card or such equivalent in their jurisdiction, the Employer will pay one hundred dollars (\$100.00) plus the cost of the card.

Section 5. Shade and water will be provided for food truck workers to have respite from the heat.

ARTICLE 20 - SUSTAINABILITY

Section 1. The Employer and the Union are committed to the wellbeing of their communities, the environment and the planet. To that end, the Parties will work together in seeking input and guidance from appropriate members of client- and employee-communities, from health officials, customers, suppliers, other employees, and from community organizations on promoting these shared values, and in finding viable ways to partner on and promote sustainable practices in the workplace and the broader communities. The parties will regularly collaborate to identify and recommend best practices that promote healthy, fresh, sustainable and environmentally responsible food and hospitably services, and in joint labor/management committee will include such practices as a regular agenda item for discussion, as well as employees' contributions to the advancement of such best practices. Sustainability topics may also include training and education opportunities for associates, health and safety procedures, facilities and equipment. The Parties will jointly seek to develop solutions that meet the needs of all stakeholders. The Parties will discuss implementation of an ongoing training program for Culinary and Utility associates on practices that reduce waste and environment impact, including product utilization and disposal. Implementation of any recommendations will remain in the sole discretion of the Employer.

Section 2. Nothing in this Article shall be construed to limit or affect the traditional right of management to manage the business or to take unilateral action as provided in the Management Rights Article in this agreement, or otherwise. Further, nothing in this Article shall be construed to convert any issues relating to sustainable practices into a mandatory subject of bargaining.

ARTICLE 21 – LEAVES

Section 1. Upon written notice to the Employer, an employee with at least six (6) months of service may apply for a personal leave of absence of up to sixty (60) days. An employee must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave

may be extended by mutual agreement of the parties in writing in advance of the conclusion of the original leave. The employee shall give a minimum of fifteen (15) days' notice of such request. Employees must receive approval by the Employer for the leave; such approval will not be unreasonably withheld.

Section 2. Medical leaves of absence, without loss of seniority (of up to twelve (12) months, or length of service, whichever is less), shall be granted by the Employer upon a reasonable showing by the employee of medical necessity. A medical leave of absence, whether due to occupational or non-occupational injury or illness, may not exceed the period of time the employee is certified as being medically disabled from resuming work. In the event an employee medically able to return to work desires to extend the leave of absence, the employee shall notify the Employer and apply for a personal leave of absence in accordance with the requirements of this Article for personal leaves of absence.

For employees taking a medical leave of absence (including maternity leave) which is supported by a physician's statement verifying the medical need for the leave, upon showing of reasonable cause, an employee at any time may be requested to submit to a medical examination at Employer expense and upon reasonable notice. At the option of the employee, the examination may be made by a physician of their own choosing. In this event, the employee shall bear the expense of the examination by the physician of their own choosing. The results must be made available to a physician of the Employer's choosing for evaluation.

Employees with at least twelve months of seniority will be eligible to receive up to twelve (12) months of continuous leave in connection with the birth or adoption of a child and bonding with the baby, inclusive of available statutory leaves. Such leave will be unpaid and without continued medical coverage except as mandated by statute. Employees shall provide a note upon Employer request.

Section 3. Time spent on medical leave shall be considered as if the employee continued to work instead of taking leave for purposes of determining health insurance benefit eligibility upon the employee's return to work.

Section 4. The continuation of insurance and the division of premium expense for insurance coverage during medical leave is controlled by the guidelines of the Family and Medical Leave Act.

Section 5. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. Such leave shall not exceed twelve (12) months. No more than one for every hundred employees in a Campus shall be awarded such leave at a time, unless mutually agreed upon by the Parties. The Employer shall continue to pay for the employee's benefits during such leaves provided that the Union and/or employee reimburse the company in full for such benefits. The employee shall continue to pay their share of any benefits. During such leave the Employer will continue the seniority of the

employee on leave and the accrual of benefits based on seniority.

Section 6. Upon the Union's request and subject to the Employer's business requirements, union members serving as stewards, alternate stewards under this contract shall be granted special training leaves to attend group trainings provided by the union. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business, and will provide the Employer with as much notice as is practicable, which in any event shall not be less than ten (10) working days.

Section 7. An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to current state and federal laws.

Section 8. An employee returning from any leave shall be entitled to reinstatement to their position, hours and Campus unless the position has been eliminated as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in Article 15 - Force Reductions and Bumping/Recall.

Section 9. An employee may, at their option, utilize paid vacation during a medical leave of absence or FMLA leave of absence.

Section 10. No leave of absence, whether medical or personal, may exceed the employee's length of service with the Employer or one (1) year, whichever period is shorter. No leave of absence for any on the job injury or illness shall exceed the employee's length of service with the Employer or twenty-four months (24) months, whichever period is shorter. The Employee must have a medical release in order to return to work within the aforementioned time limits.

ARTICLE 22 – BARGAINING UNIT WORK

Section 1. Supervisors and other non-bargaining unit employees will not perform bargaining unit work except when there are no unit employees to perform the work needed or when such is necessary for the legitimate emergencies or for the instruction of personnel.

Section 2. The Employer may use the services of a temporary employment agency when there are not enough qualified bargaining unit employees to perform the work or there is conflict with a qualified employee's regular schedule but not substantially beyond current practice.

Section 3. If an absence is known at least eight (8) hours in advance and management has determined that the vacancy should be filled, the vacancy will be filled using the method in Articles 40 and 41 prior to the use of temporary employment agencies. The Employer will first offer additional hours to qualified, available employees who will not incur overtime, including "splitting" the hours, if necessary, then the Employer will offer

additional hours to qualified available employees who may incur overtime, including “splitting” the hours, if necessary.

ARTICLE 23 – NO REDUCTIONS

Section 1. No employee shall have their wages, benefits or other working conditions reduced as a result of the signing of this Agreement unless mutually agreed upon by the parties.

ARTICLE 24 – UNION STATUS AND MEMBERSHIP DUES CHECK OFF

Section 1. The Employer agrees that it will, during the full term of this Agreement or any renewal thereof, deduct per paycheck from the earnings of employees who have signed an appropriate authorization and filed same with the Employer, Union dues, assessments, initiation fees, arrears and reinstatement fees and remit the total deductions monthly to the Union or to such person as may be designated by the Union. The form of such authorization has been agreed upon and such authorization shall be irrevocable for a period of one (1) year from the date the same is signed or until the termination of the Agreement, whichever occurs sooner, provided that such authorization shall be automatically renewed and shall be irrevocable for the successive periods of one (1) year each or for the period of each succeeding applicable collective bargaining agreement between the parties, whichever shall be shorter, unless written notice is given by the employee to both the Employer and the Union not more than twenty (20) nor less than ten days prior to the expiration of each period of one (1) year or of the expiration of each applicable collective bargaining agreement between the parties, whichever occurs sooner.

Section 2. No later, than the 15th day of each month, the Employer shall submit one check for the previous month's dues deductions together with one list of all bargaining unit employees, showing their names, their social security numbers, their dates of hire, hourly wage rate, Campus, District and cafe, classification, home address, phone number, average hours, status (FT/PT/LOA/Terminated) and the total amount deducted from each employee each month, and the reason if no deduction was made. The Employer shall, deposit the list in an electronic format approved by the Union on the Union's FTP site or will send the approved list by e-mail. The Employer shall show on the employee's statement of earnings and withholdings the Union fees deducted and remitted to the Union. This statement will serve as the member's dues receipt.

Section 3. Employees shall become and remain members of the Union in good standing upon completion of thirty (30) days of employment with the Employer or thirty (30) days after the effective date of this Agreement, whichever is later.

Within ten (10) days after receipt of written notice from the Union that any employee covered by this agreement has failed pursuant to the terms of this Article, to tender payment of the periodic dues and initiation fees and other costs germane to new employees and uniformly required for retaining membership in the Union, the Employer shall terminate the employee.

Section 4. In order to simplify the Employer's and the Union's administration of this section, the Employer shall upon the hiring of new employees give each employee a paper or electronic application for union membership and a dues check-off authorization form as provided by the Local Union. The Employer shall remit the completed forms to the union monthly. All new employees shall be entitled to receive a thirty (30) minute orientation provided by the Union.

Where practicable and/or where such meetings take place, the Employer shall provide the Union with the option to participate in an orientation meeting, without management present, for each new employee or group of employees. In advance of the orientation meeting, the Employer shall provide the Union with the location and time of the orientation meeting. Neither the Employer nor the Union shall make any negative references toward the other.

Section 5. The Union shall certify to the Employer, in writing, the current rate of its membership dues and initiation fees. If the Union changes the rate of its membership dues, it shall give the Employer thirty (30) days written notice prior to the effective date of such change.

Section 6. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken by the Employer in reliance upon said dues deduction authorization cards submitted by the Union to the Employer.

Section 7. The Employer shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the fifteenth (15th) day of the following month, and shall be accompanied by a list setting forth as to each contributing employee, his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Employer's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The Employer shall send these transmittals and this list to:

Attn: Treasurer
UNITE HERE TIP Campaign Committee
275 Seventh Avenue
New York, NY 10001

ARTICLE 25 – SHOP STEWARDS AND VISITATION

Section 1. The Union shall have the right to designate shop stewards who shall represent

the Union for the purpose of presenting and adjusting grievances. The Union shall provide the names of the Union stewards in writing to the Employer within two (2) weeks of a worker being assigned as a Steward or removed as one.

Section 2. A steward may be released from their regular duties to investigate grievances and attend grievance/disciplinary meetings on Employer time. The steward shall contact their direct supervisor in advance to determine a time when such investigation will not interfere with the steward's work and the work of the person with whom the steward wants to meet.

Section 3. The Union, through its representatives, shall have access and the right to visit working areas in the unit where employees covered by this Agreement are assigned during working hours. The Union agrees that it shall not interfere with any working operations and shall contact the Resident District Manager or designee by email or upon arrival and shall abide by the security procedures and requirements of the Employer's client. The Union acknowledges that the operations of the Employer are subject to the rules and regulations of the Employer's client and that such rules and regulations may restrict and/or modify the provisions for Union access otherwise provided for in this Agreement.

Section 4. The Employer shall permit the Union the reasonable use of bulletin boards for the purpose of posting information. Copies shall be provided to the Resident District Manager or designee in advance of posting and shall not contain inflammatory or defamatory text toward the Employer or the Employer's client.

Section 5. While on the job, employees may wear one UNITE HERE button that is no more than two (2) inches, so long as the wearing of such button does not obscure or interfere with the employee's uniform or create a safety hazard. Such button will not defame the Employer or the client.

ARTICLE 26 – SUCCESSORS AND ASSIGNS

Section 1. Should the Company sell, assign or otherwise transfer the facility, the Company shall notify the union in writing, and it shall notify the transferee of this Agreement.

Section 2. The Employer shall notify the Union promptly when they have been notified that their contract with the client is going out to bid or otherwise terminated.

ARTICLE 27 – MANAGEMENT RIGHTS

Section 1. Except as expressly modified by a specific provision of this Agreement, all the authority, rights and powers which the Company had prior to the signing of this Agreement are retained by the Company and remain exclusively and without limitation the rights of management. Only express modifications contained in specific provisions of this Agreement constitute limitations upon such authority, rights and powers.

Section 2. Examples of the authority, rights and powers which are hereby vested in the Company, with only such modification as is expressly stated in a specific provision of this Agreement, include, but are not limited to, the following: The right to schedule, adjust, and assign work and hours of employees; to assign and require overtime work; to determine production requirements and the method by which such production shall be accomplished; to hire, promote, transfer, reclassify, suspend, discipline, demote, layoff or discharge employees; to determine the work to be done by the Company's employees; to determine the size of the work force and the amounts and kinds of supervision necessary to temporarily or permanently shut down its entire operation or a portion thereof; to temporarily or permanently move its entire operation or a portion thereof to another location(s); to establish or change rules and safety standards; to establish or change work standards; to establish or change standards of quality and quantity of work; and to determine the creation, continuance, termination, change or consolidation of jobs or of partial or total operations (including discontinuance of their performance by Company employees). If the Company does not exercise rights reserved to it or if it exercises such rights in a particular way, it shall not be deemed a waiver of the right to exercise such rights or of the right to exercise such rights in other ways not in conflict with the express terms of this Agreement.

Section 3. The Employer retains the right to subcontract out production work to an off-premise subcontractor as the dictates of business demand or if the Employer in its discretion deems it necessary as long as it does not directly displace or result in the layoff of a regular employee except as a result of cause beyond the control of the Employer. The Employer will not use the Wolfgang Puck Commissary in San Bruno or CXRA Commissary Kitchen in New York City to perform bargaining unit work, except by mutual agreement.

Section 4. Notwithstanding anything elsewhere in this Agreement, the work performed pursuant to certain subcontracts or other arrangements set forth below shall not be limited in any way by this Agreement:

- a. Unique food preparation where the Employer does not have expertise (e.g. sushi or kosher foods) through normal training. The Employer shall not abuse this exclusion. In the event the Employer plans to subcontract food preparation, it shall notify the Designee and Union Representative in writing;
- b. Featured chefs and pop-up restaurants and their staff who shall not displace bargaining unit employees or cause a reduction in their hours;
 1. Featured chefs and pop-up restaurants must be on a temporary basis of no more than five consecutive business days; and
 2. The parties agree that they may discuss this issue in Joint Labor Management Process and reopen this section for discussion at the end of the first twelve months; and

- c. Client managed food arrangements, so long as the employees performing the work are not employees of the Employer or employees of a subcontractor of the Employer (e.g., food trucks).

ARTICLE 28 – WORK RULES AND POLICIES

Section 1. The Employer is committed to making its best efforts working with the union to hire sufficient bargaining unit employees based on business needs and other factors affecting operations to ensure a safe and efficient place of employment. The Union and Employer agree to address staffing concerns in Joint Labor Management Committee (JLMC) meetings. The Employer commits to taking staffing concerns seriously and working toward a mutual agreement between the parties.

Section 2. The Employer will utilize best efforts to fill temporary vacancies created by vacation, sick days, leaves of absence and unexpected occurrences.

Section 3. The parties recognize that the Employer may establish reasonable policies and procedures. Prior to issuing or implementing any new or revised handbooks, policies or procedures at any unit represented by UNITE HERE:

- a. A copy of any handbook or policy will be shared with the Union and the Union will be permitted to comment on any concern they may have. If a concern is not resolved to the Union's satisfaction, the Union may grieve the policy or procedure at the time of its issuance or when it is applied to an employee or employees;
- b. Employees will be asked to sign an acknowledgement of "receipt", not of "agreement" when distributed;
- c. Employees could "elect not to sign" but that a supervisor/manager would indicate such on the acknowledgement form;
- d. Employees would not be threatened with discipline/discharge if they chose not to sign; and;
- e. The CBA will control over any portion of the Employer's handbook policies and procedures in conflict with the CBA.

Section 4. If the Employer follows these procedures, the Union agrees to cooperate in the future issuance of any such handbook, policy or procedure.

ARTICLE 29 – NO STRIKE/NO LOCKOUT

Section 1. The Union and its members employed by the Employer, individually or collectively, will not, during the life of this Agreement, encourage, cause or take part in any strike, work stoppage, work interruption, work interference, slowdown, sabotage of Employer production or processes, sympathy strike, picketing or boycott against the

Employer. The Employer will not engage in a lockout during the term of this Agreement.

Section 2. Employees who engage in any activity in violation of this Article shall subject themselves to discipline up to and including termination.

Section 3. The Union agrees that if employees covered by this Agreement are in violation of this provision it shall direct the employees to cease and desist and return to work immediately and take steps to ensure compliance with that request.

Section 4. No picket lines may be respected or honored by any employees under this contract unless it is a primary picket line sanctioned by the President of the UNITE HERE International Union with respect to this labor agreement and employees covered by it.

ARTICLE 30 – WAGES

Section 1. The minimum wage scales for all classifications within the scope of this Agreement shall be set forth in the attached Paragraph 1 of respective Side Letters.

Section 2. Wages are to be based upon a weekly pay period with a payday once every week or every two (2) weeks, consistent with current practice.

Section 3. The attached scale of wages constitutes a minimum and does not prohibit a superior work person from being paid a higher wage. Effective the week after the first payroll period following the signing of this agreement; no employee who at that time is receiving more than the agreed upon scale shall have his or her wage scale reduced except in cases where an employee's Job classification changes and the base wage scale for the new position is lower.

When an employee's classification changes (because of a promotion, demotion or lateral move), the Employer shall pay the employee the start rate of the new position plus the amount above scale that the employee was earning in the employee's previous position (hereinafter referred to as "seniority increases").

Promotion example: A Cook who is earning \$18.00 receives a promotion to Lead Cook. If then current start rate for Cook is \$16.00 and then current start rate for Lead Cook is \$19.00, the Employee shall receive \$21.00 per hour (\$19.00 plus seniority increase of \$2.00) as a Lead Cook.

Demotion example: A Lead Cook earning \$22.00 is demoted to Cook. If then current start rate for a Cook is \$16.00 and then current start rate for the Lead Cook is \$19.00, the Employee shall receive \$19.00 per hour (\$16.00 plus seniority increase of \$3.00) as a Cook.

Lateral move example: A Dishwasher earning \$16.50 becomes a Prep Cook. If then current start rate for a Dishwasher is \$15.60 and then current start rate for the Prep Cook is \$15.60, the Employee shall receive \$16.50 per hour (\$15.60 plus seniority increase of \$0.90) as a Prep Cook.

Section 4. When an Employee is assigned to work in a higher paid classification for two (2) hours or more, the Employee will receive the higher classification rate of pay, or a minimum of fifty (\$0.50) cents more than their current rate of pay, whichever is greater for actual time spent working in the higher classification. There shall be no reduction in an employee's pay if assigned to work on a temporary basis in a lower paid classification.

Section 5. If a bargaining unit employee is assigned by management by providing notation on the employee's schedule to provide training, the employee shall receive a training differential of one dollar and seventy-five cents (\$1.75) per hour for the hours that the training is performed.

Section 6. All employees shall be compensated at their hourly rate of pay for any training required by the Employer. In addition, employees shall be eligible for travel reimbursement in regard to any such training.

Section 7. Specialty Cooks

A Specialty Cook has additional or unique job duties or responsibilities which require special skill or ability. Specialty Cooks include the following designations:

1. Sushi
2. Kosher
3. Demonstration/Teaching Kitchen
4. Baker/Baking Kitchen

To bid on a Specialty Cook position, the employee must demonstrate the special skill and/or unique ability for which they are bidding. The Employer will advise the Union regarding the contents of the demonstration for each Specialty designation. Shop Stewards shall be able to attend any such demonstrations, providing that a Shop Steward's request to attend is made in writing and in advance of the demonstration. The results of any demonstration shall be maintained by the Employer and provided to the Union upon request.

The most senior qualified employee bidding for the open position will be awarded the position.

A Specialty Cook shall receive a premium of \$1.50 per hour above the Cook Rate in accordance with Section 3 above.

All current open positions in the classification which the Employer intends to fill shall be posted for bid.

If additional Specialty Cook designations are required, the Employer shall notify the Union in advance in accordance with Article 1, Section 1 of the CBA.

Employer will offer Cooks and Prep Cooks the opportunity to train for Specialty Cook designations in accordance with Article 41, Section 2 of the CBA.

A Lead Specialty Cook is a Lead Cook for Specialty Cook duties.

Section 8. The Employer will provide alcohol training to all "A" and "B" list Catering Attendants where legally required by state law. Catering Attendants will receive a two dollar (\$2.00) per hour premium when the Employer assigns the employee to a bar where the employee must mix drinks.

Section 9. A shift differential of twenty-four dollars (\$24.00) shall be implemented for the "Driver, Helper" Classification working the overnight shift of the hours from 10:00pm until 6:30am. This shift differential shall be prorated for hours worked during the shift. "Driver, Helpers" will receive the shift differential for paid days off (i.e. vacation, sick and holidays). If a "Driver, Helper" arrives late or leaves early, they will receive a prorated shift differential in accordance with the hours actually worked. No other classification shall be entitled to any portion of this shift differential in the event an individual happens to work some or all of the hours covered by this shift differential without prior written agreement by the parties.

Section 10. A shift differential of one dollar (\$1.00) per hour shall be implemented when a worker who is required be trained and certified to operate a forklift operates a forklift as part of their scheduled work.

Section 11. Part-Time employees will receive a premium wage of fifteen percent (15%) of the minimum classification rate plus their applicable seniority increase for all paid hours.

Example 1. In July 2024, Full-Time Cook in New York City is paid \$25.60, which is \$1.00 above the start rate for a Cook. The employee applies for a part-time Barista position and is awarded the bid. As a part-time Barista, the employee will receive a wage rate of \$30.44 (calculated as \$3.84 (15% of start Barista start rate) + \$25.60 Barista (start rate) + \$1.00 (existing seniority increase)).

Example 2. In July 2024, Full-Time Dishwasher in Santa Clara is paid \$27.35, which is \$1.50 above the start rate for a Dishwasher. The employee applies for a part-time Barista position and is awarded the bid. As a part-time Barista, the employee will receive a wage rate of \$32.61 (calculated as \$4.06 (15% of Barista start rate) + \$27.05 (Barista rate) + \$1.50 (existing seniority increase)).

Example 3. In July 2024, Full-Time Barista in Santa Clara is paid \$28.05, which is \$1.00 above the start rate for a Barista. The employee is transferred to a part-time Dishwasher position (a demotion). As a part-time Dishwasher, the employee will receive a wage rate of \$30.73 (calculated as \$3.89 (15% of Dishwasher start rate) + \$25.85 (Dishwasher start rate) + \$1.00 (existing seniority increase)).

Example 4. In January 2025, Part-Time Prep Cook in Santa Clara is paid \$35.48, which is \$1.50 above the start rate for a Part-Time Prep Cook. The employee applies for and is awarded a Full-Time Cook position (a promotion). As a Full-Time Cook, the employee will receive a wage rate of \$33.05 (calculated as \$31.55 (Cook start rate) + \$1.50 (existing seniority increase)).

ARTICLE 31 – HEALTH AND WELFARE FUND

Section 1. Trust Language:

- a. The Employer agrees to contribute for each employee covered by this agreement to UNITE HERE HEALTH (“Fund”) for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Food Service Plan Unit II (“FSP II”), or such new, merged or consolidated plan units as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month preceding the month for which contributions are to be made.

The Employer agrees and acknowledges that if it fails to supply the electronic payments and reports in the format required by the Fund (which may be in Excel format until such time as the Employer’s online account is established), the Fund will have no obligation to process the report or payment until it is submitted electronically and such report will be considered late and subject to interest, liquidated damages and late fees under the Fund’s collection procedures. Additionally, the Union and the Employer acknowledge that the Employer’s late report may result in a delay in the benefits of otherwise eligible employees.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust (“Trust Agreement”) of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

- b. Change in Employee Status: In addition to providing the monthly report and payment set forth in Paragraph A of this Section, the Employer must report to the Fund, no later than by 10am on the last business day of the month of the change, any changes in the status of an employee that affects that employee’s coverage (new hires, newly eligibles, terminations, layoffs, FMLA leave, disability). If the Employer fails to timely report such change, the Employer must pay the entire contribution for that employee, including any co-premium normally paid by the employee, for the subsequent month and each additional month until the status change is reported to the Fund.

Section 2. General Provisions:

A full-time employee is defined as an employee who regularly works or is paid thirty (30) hours or more per week.

A regular part-time employee is defined as an employee who regularly works or is paid less than thirty (30) hours per week.

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as an employee who is designated as a full-time employee or a benefit eligible part time employee.

The Employer will begin making contributions to the Fund for all eligible employees who elect contributions upon the earlier of: (a) the first of the month following two (2) months of employment or (b) completion of one thousand (1000) hours of service. The Employer shall promptly report all new hires to the Fund as required in accordance with Section 1 of this Article.

Section 3. Monthly Contributions:a. Medical

The Employer shall contribute the sums stated below for each eligible employee.

Platinum PPO - Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
1/1/24	\$855.74	\$1,825.07	\$1,427.42	\$2,534.84
1/1/25	\$919.92	\$1,961.95	\$1,534.48	\$2,724.95
1/1/26	TBD	TBD	TBD	TBD
1/1/27	TBD	TBD	TBD	TBD

Northern California Kaiser HMO - Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
1/1/24	\$816.80	\$1,742.00	\$1,362.42	\$2,419.44
1/1/25	TBD	TBD	TBD	TBD
1/1/26	TBD	TBD	TBD	TBD
1/1/27	TBD	TBD	TBD	TBD

Mid-Atlantic Kaiser HMO - Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
1/1/24	\$711.78	\$1,518.01	\$1,187.25	\$2,108.36
1/1/25	TBD	TBD	TBD	TBD
1/1/26	TBD	TBD	TBD	TBD
1/1/27	TBD	TBD	TBD	TBD

If a Kaiser HMO Plan through UHH becomes available to members of the bargaining unit the Employer will contribute the funds necessary to provide benefits for all levels of coverage. Employees shall be offered a choice between Kaiser HMO and Platinum PPO. The parties will sign an addendum as required by the fund for this.

b. Dental

The Employer shall contribute the sums stated below for each eligible employee. Employees shall be able to choose between the two plans.

Dental PPO - Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
1/1/24	\$32.78	\$80.90	\$78.11	\$112.39
1/1/25	\$32.78	\$80.90	\$78.11	\$112.39
1/1/26	TBD	TBD	TBD	TBD
1/1/27	TBD	TBD	TBD	TBD

Dental HMO - Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
1/1/24	\$16.15	\$39.86	\$38.48	\$55.38
1/1/25	\$16.15	\$39.86	\$38.48	\$55.38
1/1/26	TBD	TBD	TBD	TBD
1/1/27	TBD	TBD	TBD	TBD

c. Vision

The Employer shall contribute the sums stated below for each eligible employee.

Vision Plus – Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
1/1/24	\$6.97	\$12.65	\$13.27	\$20.48
1/1/25	\$6.97	\$12.65	\$13.27	\$20.48
1/1/26	TBD	TBD	TBD	TBD
1/1/27	TBD	TBD	TBD	TBD

d. Life and AD&D

The Employer will submit Life and AD&D contributions to the Fund for all eligible employees, including those who decline Medical coverage, at the following monthly rates.

Life and ADD - Monthly Rates (\$20,000/\$20,000)

Effective Date	Single
1/1/24	\$3.80
1/1/25	\$3.80
1/1/26	TBD
1/1/27	TBD

e. Short Term Disability

Effective March 1, 2024, the following locations will be offered the Fund’s Short Term Disability (\$500/up to 26 weeks) benefit: Austin Metropolitan Area, TX, Columbus Ohio Metro Area, Dane County, WI, Memphis Metro Area (Southaven, MS), Ellis County, TX, Montgomery County, TN, Omaha Metro Area (Sarpy and Council Bluffs), Jackson County, AL, Boulder Metropolitan Area, Henderson, NV, The Dalles, OR, and Lenoir, NC.

The Employer will submit Short Term Disability contributions to the Fund for all eligible employees, including those who decline medical coverage, at the following monthly rates.

Short Term Disability (\$500/up to 26 weeks) – Monthly	Monthly

Rates Effective
Date

1/1/24	\$24.56
1/1/25	\$24.56
1/1/26	TBD
1/1/27	TBD

f. Agree to Pay

Effective January 1, 2024 through the expiration of this Agreement, the Employer agrees to contribute contribution rates necessary for the above-mentioned benefits, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the Employer's participation pursuant to the Fund's Minimum Standards.

f. Optional Benefits

The Employer, through payroll deduction, shall offer all optional benefits (i.e. Spousal or Child Life Insurance, Disability Insurance) at the Employee's cost.

h. Guckenheimer Voluntary Plans

Employees shall continue to be eligible for the Guckenheimer Voluntary plans or other such plans by other names as determined solely by Guckenheimer, to the extent that such plans are offered to non-unionized employees.

Section 4. Enrollment:

The Employer and Union will hold an initial enrollment and benefits engagement event on the Employer's premises within the Fund-specified enrollment period. The Employer shall release for 30 minutes on work time all employees eligible to enroll to meet with a representative of the Union, who will show employees how to enroll electronically and explain important information about their new FSP II. For any coverage level for which there is an employee co-premium, the Employer is required to remit contributions to the Fund for those employees who enroll in the FSP II and agree to remit the required applicable co-premium via payroll deduction.

For Employees hired after the effective date of this agreement, or who become eligible to enroll in the FSP II after the effective date of this agreement, the Employer shall make available a computer for employees to use during such employee's enrollment period to electronically enroll in the FSP II.

The parties agree that an employee may only change his or her enrollment election during the Open Enrollment period of each year of the Agreement or such other times as allowed by applicable federal law. An employee who enrolls in coverage will automatically be enrolled in the same level of coverage each subsequent enrollment period, unless they elect to change their level of coverage during Open Enrollment. The parties agree that employees cannot waive coverage in exchange for wages or some other type of benefit.

ARTICLE 32 – PENSION FUND AND 401(K)

Section 1. Three (3) months from the effective date of the collective bargaining agreement, the Employer agrees to commence monthly contributions to the Adjustable Plan of the UNITE HERE Retirement Fund (“Fund”). The Employer agrees to contribute for each straight time hour worked by eligible employees (excluding overtime hours), and for which they have been paid, at the rates set forth below. The Employer also agrees to make contributions for paid vacations, paid sick leaves, and paid absences on paid holidays specified in this Agreement.

The Employer will contribute to Fund at the following hourly rates:

1/1/24 - \$3.00
1/1/25 - \$3.10
1/1/26 - \$3.20
1/1/27 - \$3.30

Contributions shall be made on behalf of all full time and part time benefit eligible employees after ninety (90) days of employment. Eligible employees do not include regular part time, C-List, D-List or temporary employees or employees of other employers.

The Supplemental Agreement between the Employer, the Union and the Fund is incorporated herein by reference.

Section 2. Employees shall be eligible to participate in the Guckenheimer 401(k) Retirement Savings Plan in accordance with the terms and conditions of the Plan by the Plan Administrators.

ARTICLE 33 – CAREER LADDER BENEFIT FUND

Section 1. Career Ladder Benefit Fund

A.) Career Ladder Benefit Fund. Within ninety (90) days of the ratification of this Agreement, the President of UNITE HERE and the Chief People Officer of ISS Guckenheimer Group (or their respective designees) will decide between joining an existing Taft-Hartly Career Ladder Benefit Fund to which they are parties to in other CBAs between their organizations or establishing a new Taft-Hartly Fund via a Labor

Management Cooperation Committee under Section 6(b) of the Labor Management Cooperation Act of 1978 and Section 302(c)(9) of the Labor Management Relations Act of 1947, and as a Section 501(c) non-profit organization. The Employer agrees to be bound by the Agreement and Declaration of Trust ("Fund Agreement") governing the Fund, and setting forth its purposes, as it may be amended from time to time. The parties irrevocably designate, as their respective representatives on the Board of Trustees, such Trustees named in said Fund Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Fund Agreement. Any provision in this Agreement that is inconsistent with the Fund Agreement, or the plan of rules or procedures established by the Trustees, shall be null and void.

B.) Contributions. Employer shall contribute the following amounts to the Career Ladders Benefit Fund, on a per employee basis:

- Effective January 1, 2025, five cents (\$0.05) per hour worked or paid up to maximum of forty (40) hours per week.
- Effective January 1, 2026, ten cents (\$0.10) per hour worked or paid up to maximum of forty (40) hours per week.
- Effective January 1, 2027, fifteen cents (\$0.15) per hour worked or paid up to maximum of forty (40) hours per week.

Said contributions shall be submitted monthly, together with a report of the employee data required by the Fund, on the format prescribed by the Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

C.) Lump Sum Payment. The Employer agrees to make a lump sum payment of twenty-five thousand and seven hundred (\$) to the Fund by no later than sixty (60) days after agreeing to which Fund to contribute.

D.) Employees in the Career Ladder Programs shall be compensated at their regular rate of pay for all on-the-job Program related activities.

ARTICLE 34 – EMPLOYER’S TRANSIT PRE-TAX PROGRAM

Section 1. Employees may utilize the Employer’s Transit Pre-Tax Program for parking, mass transit, and the cost of commuter vehicle programs. Employees may contribute on their own up to the maximum pre-tax benefit allowable by law.

ARTICLE 35 – HOLIDAYS

Section 1. All post-probationary employees of the bargaining unit shall be entitled to the paid holidays that the Employer's client provides its workers. Client's current holidays are set forth below:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Additional Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

The Employer shall confirm and notify employees and the union of such holidays no later than December each year for the following year. In the event that the number of paid Holidays decreases, the Employer will meet and bargain with the Union.

Section 2. Holidays shall be paid out at eight (8) hours or, ten (10) hours for employees with ten (10) hour schedules, at the employee's hourly rate of pay. For Part-Time employees, the holiday shall be paid on a prorated basis. When an employee works on a paid holiday, they shall receive pay based on the length of their regularly scheduled shift in addition to any time worked. When an employee does not work on a paid holiday that employee shall be paid the number of hours on his or her regularly scheduled shift for the day.

Section 3. Employees shall be eligible for holiday pay upon completion of their probationary period.

Section 4. Employees scheduled to work either the day before or the day after the holiday, or on the holiday must be present on the scheduled days in order to be paid for the holiday unless they are on jury duty or bereavement leave. Employees who call in sick on either day before or the day after the holiday may be requested to furnish proof of illness for the holiday to be paid.

Section 5. Employees who are on lay off or leave of absence shall not receive payment for any holiday which occurs during the absence.

Section 6. When the Holiday falls on a regularly scheduled day off, the employee will be paid Holiday pay.

ARTICLE 36 – VACATION

Section 1. Paid vacation is available to full-time and part-time hourly employees. All full-time and part-time employees are eligible to earn and take paid vacation on a calendar year basis. Vacation time earned will start on the day of hire. Movement to the next earning tier will commence on January 1 after completion of the employee's first year, and any further changes will happen on January 1 in succeeding years.

Section 2. Employees shall accrue paid vacation hours on all hours paid by the employer according to the following schedule:

<u>Years of Service</u>	<u>Hourly Accrual</u>	<u>Not to Exceed</u>
0-1 years	0.03846	80 hours
1-7 years	0.05769	120 hours
8-14 years	0.07692	160 hours
15-24 years	0.09615	200 hours
25 Years	0.11538	240 Hours

Section 3. Employees who do not use all unused vacation at the end of their calendar year may carry over the balance to the next year, up to a maximum of one hundred sixty (160) hours.

Section 4. Vacation Pay shall be based on eight (8) hours per day or, ten (10) hours for employees with ten (10) hour schedules, at the employee's hourly rate of pay.

Section 5. Vacation Scheduling: Vacation time must be requested two weeks prior to the vacation date. Requests will be granted based on business needs and then by length of employee service. Requests received less than two weeks prior to the requested time off will be granted based on business needs and then on a first come first serve basis.

Section 6. Vacations may be taken by separate weeks, days or hours. If an Employer-paid holiday falls during your vacation time, the holiday will not be counted as a vacation day.

Section 7. Separations: An employee who resigns or is discharged will receive pay for any unused vacation.

Section 8. Employees are not eligible to receive pay in lieu of vacation.

Section 9. Active non-probationary employees shall be eligible to take up to forty (40) hours of vacation before they have earned such time.

Section 10. California Locations Only: Employees shall not accrue more than two (2) times the employee's current allowance of vacation. Once the employee has accrued two (2) times the employee's current allowance, no further vacation will accrue until the

balance falls below such amount. For example, an employee with three (3) years of service can accrue (and carry over) up two hundred forty (240) hours of unused vacation.

ARTICLE 37 – SICK/PERSONAL DAYS

Section 1. Employees will be entitled to eight (8) paid sick days, or more, as required by applicable law after one (1) year of service. Newly hired employees will be entitled to three (3) sick days once they complete 90 days of employment. Unused sick days shall be paid out at the end of the calendar year, except where prohibited by applicable law.

Section 2. The Employer shall not take any corrective action for an employee's use of paid benefit time provided under this Agreement nor for any other type of protected leave under Federal, State, Provincial and Local laws (i.e. FMLA, Workers Compensation, Disability, NYS Paid Family Leave, etc.).

Section 3. Employees may use their sick days as personal days provided they schedule such days at least one (1) week in advance and secure the approval of their manager. Employees do not need to schedule personal days in advance for bona fide emergencies. Request to use sick/personal days as personal days shall not be unreasonably denied.

Section 4. Sick/Personal days shall be paid out at eight (8) hours or, ten (10) hours for employees with ten (10) hour schedules at the employee's hourly rate of pay. For Part-Time employees, Sick/Personal days shall be paid on a prorated basis.

Section 5. Wellness Pay: Each full-time employee will receive four (4) hours of paid time to receive preventive care each year. To qualify for the pay, the employee must be enrolled in the Health and Welfare Plan and have been employed by the Employer for at least twelve (12) months. Employees must have their physician complete the Employer provided Wellness Pay form at the time of their visit.

Section 6. The Employer reserves the right to demand medical evidence of an employee's condition that renders their unable to report to work for a period of three (3) days or longer. The three (3) day period shall not apply in cases where there is a pattern of absences, excessive absences or suspected abuse where the employee and Union have been advised of this prior to the absence. In addition, the Employer reserves the right to send the employee for a second medical opinion, from a physician selected by the Employer, at the Employer's cost.

Section 7. Employees will not be counted as late if they clock in before five (5) minutes after their start time, or current practice if greater.

Section 8. An employee shall not be disciplined for any of the following reasons:
a. The use of paid sick days, except if they do not call off according to the current call off procedures.

- b. Upon returning from an illness, providing a note from a qualified medical professional who has met with and examined the employee during their period of illness, except in cases of excessive absence.
- c. If they call off within the current call off procedures of their scheduled start time and they have paid sick time available.

ARTICLE 38 – JURY DUTY

Section 1. Except as otherwise required by applicable law, when a member of the bargaining unit is summoned for jury duty and presents a jury summons, the Employer shall grant such employee time off for jury duty and will pay the employee the difference between their jury duty pay and the regular straight time hourly rate for the regularly scheduled hours of work for up to 20 work days in any calendar year. The employee must present their summons to the Employer when received for scheduling purposes.

ARTICLE 39 – BEREAVEMENT LEAVE

Section 1. Immediate Family Members. All full-time and part-time employees are entitled to up to three (3) consecutive working days of paid bereavement in situations involving the death of the employee's immediate family member. If the funeral or other memorial service takes place more than 250 miles from the worksite, employees are entitled to up to five (5) consecutive working days of paid bereavement.

“Immediate Family” is defined as an employee's parents or legal guardians, mother-in-law, father-in-law, spouse, domestic partner, children, brothers, sisters, grandparents, grandchildren, step-parents, step-children, step-brothers, step-sisters, parents of the employee's domestic partner, and children of the employee's domestic partner.

Section 2. Extended Family Members. In the event of the death of an employee's extended family member, all full-time and part-time employees are entitled to paid bereavement of one (1) working day. If the funeral or other memorial service takes place more than 250 miles from the worksite, employees are entitled to up to three (3) consecutive working days of paid bereavement.

“Extended Family” is defined as an employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, cousin, and siblings of the employee's domestic partner.

Section 3. Before taking paid bereavement, employees must alert management of the need for time away and under what benefit they are requesting (Immediate or Extended Family.) The Employer may require that employees provide documentation for leave under this Article.

ARTICLE 40 – HOURS OF WORK

Section 1. The Employer will offer forty (40) hour schedules to its full-time employees, as set forth in this Article.

Section 2. Current full-time employees will be considered full-time for the remainder of their employment, unless they choose to be part-time or in the event of layoffs.

Section 3. Non-Catering. At least ninety percent (90%) of the non-catering work force will have a paid forty (40) hour schedule, and no more than ten percent (10%) of the workforce will be part-time employees (i.e., scheduled fewer than thirty (30) hours per week). Part-time employees shall have their hours maximized, unless they request fewer hours or are part of community outreach program. Percentages are exclusive of community outreach programs and employees who request part-time schedules. If either or both exclusions move the percentage of the workforce over ten percent (10%), the Employer agrees to meet and bargain with the Union.

Section 4. If a part-time or B-List employee works an average of thirty (30) hours or more in a rolling three (3) month period, the employee will receive full-time benefits (sick days, vacation benefits, health insurance).

Section 5. Catering.

- a. The Employer will maintain a list of full-time Catering employees (A-List) and part-time Catering employees (B-List), and employees from other unionized Guckenheimer operations (C-List).
- b. A-List employees shall have their schedules maximized in seniority order up to forty (40) hours per week and will be offered the ability to work all available hours prior to scheduling employees on the B-List. A-List employees will be considered full-time for benefit eligibility purposes and providing they perform any work required of them by the Employer up to thirty (30) hours per week.
- c. B-List employees shall have their schedules maximized in seniority order up to forty (40) hours per week and will be offered the ability to work all available hours prior to the employees outside of the bargaining unit.
- d. Qualified non-catering employees shall be offered the opportunity to sign up for the B-List.
- e. No less than once a calendar year non-catering employees shall be offered paid training opportunities in the Catering Department.
- f. Guckenheimer employees covered by other UNITE HERE collective bargaining agreements from outside of this bargaining unit shall have the opportunity to sign up for additional shifts in the Catering department so long as they possess the required skills (C-List).

- g. Except as otherwise provided herein, employees on the C-list shall be utilized prior to the Employer utilizing non-union Guckenheimer employees and/or the Union Referral System (D-List).
- h. The Employer will contact the Union for referrals for available shifts, and the Employer will utilize qualified catering referrals and/or non-union Guckenheimer employees prior to hiring from an outside source.
- i. After utilizing employees on the A-List, B-List and C-List, the Employer shall contact the union for referrals of qualified candidates and may use non-union Guckenheimer employees prior to using qualified candidates from an outside source, except that a non-union butler pool may continue to be utilized in New York City when members of the A-List and B-List are not available, but only after qualified bargaining unit flex workers have been offered the work (if an areawide flex / on call worker pool has been established between the relevant Local Union and the Employer in the applicable geographic area).

Section 6. Weekly work schedules shall be posted by noon on Friday for the following week.

Section 7. Days off, schedules and shifts shall not be changed unless the employee receives one (1) week notice of the change where practicable and subject to exceptional business requirements. It is understood that the Employer will not change days off, schedules or shifts frequently, since the Employer recognizes that employees have personal responsibilities that require consistency.

Section 8. All employees covered by this Agreement will be permitted to take one fifteen (15) minute paid break for each four (4) hours worked. Breaks will be scheduled by the manager. Employees who work five (5) or more hours in a day shall receive a one-half (1/2) unpaid meal break to be scheduled by the manager or designee. Employees who work through their breaks with management approval shall be paid for all time worked.

Section 9. Employees shall be eligible for one free wholesome meal of the type served to customers for the day worked in accordance with company policy. Employees shall also be entitled to fountain drinks, coffee and tea.

ARTICLE 41 – OVERTIME AND PREMIUM PAY

Section 1. Any Employee who works in excess of forty (40) hours in one (1) week, or eight (8) hours in a single day, shall be compensated at the rate of time and one-half (1 ½) the regular rate of pay, and all work performed on the seventh (7th) consecutive day shall be paid at two (2) times the regular rate of pay with a minimum of four (4) hours on the seventh (7th) consecutive day being paid at double time. Double time will be paid after

twelve (12) hours in any calendar day. Any employee scheduled to work four (4) day, ten (10) hour shifts in one (1) week, shall be paid time and one-half (1 ½) for hours worked in excess of ten (10) hours per day or forty (40) hours per week.

There shall be no duplication or pyramiding in the computation of overtime and/or premium pay. Nothing in this Agreement shall be construed to require the payment of overtime and/or premium pay more than once for the same hours worked. Holiday, vacation, sick and benefit hours shall not count toward overtime, only hours actually worked.

Section 2. When there are more employees at work in the classifications than are needed for the overtime work, the Employer will offer work in the classification by seniority in a specific assigned location. After work has been offered in the classification by seniority at the assigned location, the Employer will offer overtime in the classification by seniority on the Campus where the work is required. If there are insufficient volunteers, the Employer may require employees in the classification to work in inverse seniority order.

Upon request of the employee and approval by management, the Employer will offer training to work other stations within the employee's classification. Such training will not be unreasonably denied. Employees will receive the current pay rate while training.

Section 3. Overtime shall be paid in the pay cycle following that in which the overtime is worked.

Section 4. Whenever possible, overtime scheduled shall be posted the day before such overtime is scheduled. Unscheduled overtime may at times be mandatory for all employees in a classification and will be assigned to the employees in the classification where the work has to be performed. Employees must be notified about mandatory overtime four (4) hours in advance. Employees who are not notified in the appropriate timeframe will not be penalized if they are not able to stay for overtime. Employees working overtime shall be permitted to make such necessary notification to their homes and families.

Section 5. Employees shall be expected to work a reasonable amount of overtime when requested.

Section 6. No employee shall work overtime unless such overtime work has been authorized in advance by their supervisor. Overtime shall be verified in writing by the Supervisor on the employee's time record.

ARTICLE 42 – CHANGES IN HOURS

Section 1. In the event that the scheduled hours for a given classification are reduced, then the least senior employee in a given classification involved shall be affected first and so on as long as the remaining employees are qualified to perform the work with minimal training.

Section 2. In the event that the scheduled hours for a given classification are increased, then the most senior employee qualified to perform the work with minimal training in the given classification shall be affected first and so on.

Section 3. Employees may use vacation or sick/personal days to count for full days during "slow day" reduced staff situations.

ARTICLE 43 – REPORT IN PAY

Section 1. Employees who report to work without having been notified by the Employer or by public announcement that the operation is closed shall be guaranteed their scheduled hours.

Section 2. Once employees begin their scheduled shift, they shall be paid for their regular shift or all hours worked, whichever is greater. When work planned for the facility has been completed, the Employer may canvass employees by seniority to determine if there are volunteers to leave early in lieu of receiving the report in pay guaranteed by this Section. The Employer shall not place undue pressure on employees to volunteer. This section shall not apply in cases of fire, flood, natural disaster, utilities failure, or an Act of God.

Section 3. The decision whether an employee shall be excused or shall work will be at the discretion of management and shall be made on the basis of seniority.

Section 4. Employees called in from home to work extra time outside their regular hours, shall be guaranteed their scheduled shift or the pay equivalent thereto, subject to canvassing and voluntary early outs.

Section 5. If an emergency over all or a specific part of the greater metropolitan area covered by this Agreement is declared by the Governor of the state or a respective Mayor of a city in which bargaining unit member resides or works, employees affected by such closing will be granted paid days off consistent with paid days off which are granted to Guckenheimer's client's hourly employees for the situation.

Section 6. During closures of cafeterias, employees will continue to be given the option of working in other cafeterias or leaving work early. In the event that the employee chooses to leave work early they will be given the option of using a vacation day or sick day.

ARTICLE 44 – TRAVEL ALLOWANCE

Section 1. Any employee who is required to utilize their own vehicle, or is requested to perform work at another location, shall receive a mileage allowance at the rate of the prevailing IRS rate in effect, or be reimbursed the appropriate fee for use of public

transportation, if necessary.

ARTICLE 45 – TRANSLATION/COPYING OF THE CONTRACT

Section 1. The parties agree to split the cost of translation and printing of this agreement.

ARTICLE 46 – EQUALITY

Section 1. Workers shall continue to receive all current benefits, amenities, and perks provided by Guckenheimer's client, and shall be eligible to all benefits, amenities, and perks provided directly by Guckenheimer's client to Guckenheimer Employees. If Guckenheimer's client modifies or eliminates any of these benefits, amenities, and perks, that they provide then Guckenheimer will make that corresponding modification or elimination.

ARTICLE 47 – UNIFORMS AND PERSONAL APPEARANCE

Section 1. All uniforms and linens shall be furnished by the Employer.

Section 2. The Employer shall supply all regularly scheduled employees with:

- a. Cooks – One (1) hat and one (1) laundered Chef coat per day;
- b. Dishwasher, Food Service Utility – One (1) laundered shirt per day, one (1) laundered apron per day, one (1) hat;
- c. All Other Classifications – three (3) Shirts, one (1) laundered apron (if applicable) per day, one (1) hat;
- d. The Employer will provide employees with three (3) pairs of pants or a replacement pair as needed.

Section 3. When the Employer requires safety shoes, it will provide them to employees, as needed. If an employee must use specific shoes due to doctor recommendation and the Employer does not have them or comparable shoes available, the Employer will reimburse the employee for the reasonable cost of the purchase of such shoes or comparable shoes with a receipt and doctor's note.

ARTICLE 48 – SEPARABILITY AND SAVINGS

Section 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Section 2. The parties agree to meet promptly to discuss the impact of the affected text in Section 1 above and to create new text as may be needed. Such discussions shall not "open" the Agreement during its term.

Section 3. The parties agree that nothing in this Agreement shall be interpreted to require the Employer to act or refrain from acting in a manner that is prohibited by law.

ARTICLE 49 – PERSONNEL FILES AND RECORDING EQUIPMENT

Section 1. Employees shall be able to access and view their personnel files upon request of the employee.

Section 2. The Employer's client shall have the right to install and monitor photographic, audio, and/or video recording equipment at any and all times at all client locations, with the exception of inside locker and/or restroom facilities, as deemed appropriate by the Employer's client.

ARTICLE 50 – DEDUCTIONS AND DONATIONS

Section 1. No deductions from wages will be made by the Employer unless the deduction is authorized in writing by the employee or required by a court of government agency of competent jurisdiction.

ARTICLE 51 – BREAKAGE

Section 1. There shall be no charge for breakage or loss of equipment/inventory unless is shown that the breakage or loss of equipment/inventory is caused by the willful or grossly negligent act of the employee.

ARTICLE 52 – CATERING SCHEDULES

Section 1. In the event that there are no shifts in Catering for a work week, Catering employees may bump less senior employees in the bargaining unit provided that they have the seniority and have either performed the work in the past or are qualified for the position.

Section 2. Non-Catering Employees shall be offered opportunities for training in the duties of Catering Workers in accordance with Article 40. Such training shall be paid and shall be open to all employees. In the event that there are not enough Catering Workers to perform the duties, such additional hours shall be offered to trained members of the bargaining unit before any non-bargaining unit employees are utilized.

ARTICLE 53 – STATE AND LOCAL WAIVERS

Section 1. The parties acknowledge that, when state and local legislative bodies pass laws requiring employers to provide specific benefits, such as sick days or special scheduling privileges, the legislatures recognize that unionized employees have the

benefit of a comprehensive package of collectively bargained employment terms that are even more advantageous than the specific rights provided by the new laws. For this reason, legislatures have provided employers and unions with the option, in specific enactments, of waiving the application of the law.

Section 2. In light of the foregoing, the Employer and the Union explicitly invoke their right to waive, and hereby waive, the application of the following laws only during the term of this Agreement.

California Paid Sick Leave Law, California Labor Code §245

Section 3. Further, the Employer and the Union agree that this collective bargaining agreement shall supersede the requirements of the Santa Clara County, California Living Wage Ordinance, Santa Clara County Ordinance Code §B36-1 et seq. and Living Wage Policy only during the term of this Agreement.

ARTICLE 54 – TRANSITIONS

Section 1. The Employer shall notify the Union promptly when they have been notified that their contract with the client is put out for bid.

ARTICLE 55 – DURATION

Section 1. This Agreement shall be in full force and effect as of January 1, 2024 and shall be in effect up to and including December 31, 2027 It is further agreed that neither the Employer nor the Union shall engage in a strike or lockout after the termination of this Agreement until at least sixty (60) days after notice of intent to negotiate changes was provided to the other party.

For the UNION

DocuSigned by:
By Gwen Mills
C9FAE182ABA2416...

Gwen Mills, UNITE HERE International
Union, President

Date: 4/2/2024

For the EMPLOYER

DocuSigned by:
By Phil Collins
714FDA9C858A479...

Phil Collins, ISS Guckenheimer, Vice
President of Labor Relations

Date: 4/1/2024

EXHIBIT A: ARBITRATION PANEL

East Coat Arbitration Panel

Robert Douglas
Jay Nadelbach
Barbara Deinhardt
Abigail Levy
Bonnie Weinstock
Susan Mackenzie

West Coat Arbitration Panel

Katherine Thomson
Carol Vendrillo
Gary Axon
Alexander "Buddy" Cohn
William Riker
Matthew Goldberg

This Exhibit may be mutually updated by the parties if more arbitrators are needed according to the same process utilized in Article 10.

EXHIBIT B: REGIONS, DISTRICTS, CAMPUSES AND LOCALES

- I. AUSTIN METROPOLITAN AREA
- II. COLUMBUS OHIO METRO AREA
- III. DANE COUNTY, WISCONSIN
- IV. MEMPHIS METRO AREA (SOUTHAVEN, MS)
- V. ELLIS COUNTY, TX
- VI. SAN DIEGO COUNTY, CA,
- VII. SANTA BARBARA COUNTY, CA
- VIII. MONTGOMERY COUNTY, TN
- IX. OMAHA METRO AREA (SARPY AND COUNCIL BLUFFS)
- X. JACKSON COUNTY, ALABAMA
- XI. BOULDER METROPOLITAN AREA
- XII. HENDERSON, NV
- XIII. THE DALLES, OR
- XIV. LENOIR, NC

These Regions, Districts, Campuses and Locales shall be updated jointly by the parties.

EXHIBIT C: NEW OPERATIONS

THIS AGREEMENT is made and entered into by and between ISS Guckenheimer (the “Employer”), and UNITE HERE International Union (the “Union”).

1. The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by Employees of their rights under Section 7 of the National Labor Relations Act and to avoid picketing and/or other economic action directed at the Employer in the event the Union decides to conduct an organizing campaign among Employees.

2. The parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as their exclusive representative for the purpose of collective bargaining with their employer, or to refrain from such activity.

3. The Employer, and its agents, will take an approach of strict neutrality to the unionization of Employees. The Employer, and its agents, will not do any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer or its agents to the selection by such Employees of a collective bargaining agent, or preference for or opposition to any particular union as a bargaining agent.

4. The Union and its representatives will not coerce or threaten any Employee in an effort to obtain authorization cards.

5. Bargaining unit employees represented by the Union and covered by the Collective Bargaining Agreement between the parties who have successfully completed their probationary periods shall have the right to transfer to any available positions in an operation covered by this Agreement for which they are qualified or can be qualified with the same training that would be provided to a new employee. This right to transfer shall be in preference to any other applicants for employment and shall be accorded to bargaining unit employees before applicants from any other source are sought. The Employer shall notify employees about such opportunity in the same manner that the Employer notifies Employees about other work-related matters, and such notice shall include instructions about how to request a transfer and shall state that the Collective Bargaining Agreement will apply if a majority of employees in the new operation choose to be represented by the Union.

6. If the Union provides written notice to the Employer of its intent to organize Employees covered by this Agreement, the Employer shall provide access to its premises and to such Employees by the Union. The Union may engage in organizing efforts in non-public areas of the Employer’s facility during Employees’ non-working times (before work, after work, and during meals and breaks) and/or during such other periods as the parties may mutually agree upon.

7. No later than forty-five (45) days before opening of a new operation, the Employer will furnish the Union with a complete list of Employees, including both full and part-time Employees, showing their job classifications and departments. Within two (2) weeks thereafter, the Employer will furnish a second list of such Employees to the Union, including the home addresses of all Employees. Thereafter, the Employer will provide updated complete lists monthly.

8. The Union may request recognition as the exclusive collective bargaining agent for such Employees. Arbitrator Dan Silverman, or another person mutually agreed to by Employer and Union, will conduct a review of Employees' authorization cards and membership information submitted by the Union in support of its claim to represent a majority of such Employees. If that review establishes that a majority of such Employees has designated the Union as their exclusive collective bargaining representative or joined the Union, the Employer will recognize the Union as such representative of such Employees. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this Agreement.

9. Any disputes over the interpretation or application of this Agreement shall be resolved in accordance with the arbitration procedure in Article 10 of the Collective Bargaining Agreement.

10. This Memorandum and Article 1, Section 1 of the Collective Bargaining Agreement shall survive the expiration or termination of the Collective Bargaining Agreement, and shall remain in effect for one (1) year thereafter, provided that in the event the Union is recognized at a time when no collective bargaining agreement is in effect with the Employer, then the terms and conditions to be extended to Employees upon recognition of the Union pursuant to Paragraph 8 shall be the terms and conditions then legally applicable to other employees of the Employer until a new collective bargaining agreement exists, at which time such new collective bargaining agreement shall apply.

11. In the event that any provision of this Agreement should be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not rendered invalid shall remain in full force and effect. Both parties agree that the subject matter of any provision found to be invalid shall be renegotiated for the purpose of replacing the invalidated provision with a valid substitute which most nearly achieves the same objective. In the event the parties are unable to agree on a substitute, the matter shall be submitted to

arbitration as provided in Paragraph 9; the arbitrator shall choose or formulate a substitute provision which accomplishes the purposes of the preceding sentence.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands.

For the UNION

By  DocuSigned by:
C9FAE182ABA2416...

Gwen Mills, UNITE HERE International
Union, President

Date: 4/2/2024

For the EMPLOYER

By  DocuSigned by:
714FDA9C858A479...

Phil Collins, ISS Guckenheimer, Vice
President of Labor Relations

Date: 4/1/2024

I. SIDE LETTER ON AUSTIN METROPOLITIAN AREA

Austin Metro Area, TX Wage Rates

Austin Metropolitan Area Starting Wage Rates	1/1/2024	7/1/2024	1/1/2025	1/1/2026	1/1/2027
Barista	\$23.70	\$24.70	\$26.20	\$27.70	\$29.20
Cook	\$24.20	\$25.20	\$26.70	\$28.20	\$29.70
Grill Cook	\$25.70	\$26.70	\$28.20	\$29.70	\$31.20
Delivery Attendant	\$22.70	\$23.70	\$25.20	\$26.70	\$28.20
Porter	\$23.70	\$24.70	\$26.20	\$27.70	\$29.20
Server Food Service	\$23.70	\$24.70	\$26.20	\$27.70	\$29.20
Storeroom Attendant	\$23.20	\$24.20	\$25.70	\$27.20	\$28.70
Driver	\$25.70	\$26.70	\$28.20	\$29.70	\$31.20
Ware Washer	\$22.70	\$23.70	\$25.20	\$26.70	\$28.20

Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

II. SIDE LETTER ON COLUMBUS OHIO METRO AREA

Columbus Ohio Metro Area Wage Rates

Columbus Ohio Metro Starting Wage Rates	1/1/2024	7/1/2024	1/1/2025	1/1/2026	1/1/2027
Cook	\$23.60	\$24.60	\$26.10	\$27.60	\$29.10
Porter	\$23.10	\$24.10	\$25.60	\$27.10	\$28.60
MK Attendant	\$23.10	\$24.10	\$25.60	\$27.10	\$28.60

Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

1/1/2024	\$1.50 per hour (+\$2.60 subsidy allowance 2/1/24)
7/1/2024	\$1.00 per hour
1/1/2025	\$1.50 per hour
1/1/2026	\$1.50 per hour
1/1/2027	\$1.50 per hour

Health care, pension and other benefits shall continue without change unless specifically noted above.

III. SIDE LETTER ON DANE COUNTY, WISCONSIN**Dane County, Wisconsin Wage Rates**

Dane County Starting Wage	1/1/2024	7/1/2024	1/1/2025	1/1/2026	1/1/2027
MK Attendant	\$27.10	\$28.10	\$29.60	\$31.10	\$32.60
Cook	\$30.10	\$31.10	\$32.60	\$34.10	\$35.60

Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

1/1/2024	\$1.50 per hour (+\$2.60 subsidy allowance 2/1/24)
7/1/2024	\$1.00 per hour
1/1/2025	\$1.50 per hour
1/1/2026	\$1.50 per hour
1/1/2027	\$1.50 per hour

Health care, pension and other benefits shall continue without change unless specifically noted above.

IV. SIDE LETTER ON MEMPHIS METRO AREA (SOUTHAVEN, MS)**Memphis Metro Area (Southaven, MS) Wage Rates**

Memphis	1/1/2024	7/1/2024	1/1/2025	1/1/2026	1/1/2027
Cook	\$24.60	\$25.60	\$27.10	\$28.60	\$30.10
MK Attendant	\$24.10	\$25.10	\$26.60	\$28.10	\$29.60
Warewasher	\$23.10	\$24.10	\$25.60	\$27.10	\$28.60

Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

1/1/2024	\$1.50 per hour (+\$2.60 subsidy allowance 2/1/24)
7/1/2024	\$1.00 per hour
1/1/2025	\$1.50 per hour
1/1/2026	\$1.50 per hour
1/1/2027	\$1.50 per hour

Health care, pension and other benefits shall continue without change unless specifically noted above.

V. SIDE LETTER ON ELLIS COUNTY, TX**Ellis County, TX Wage Rates**

Ellis County Starting Wage	1/1/2024	7/1/2024	1/1/2025	1/1/2026	1/1/2027
Cook	\$23.60	\$24.60	\$26.10	\$27.60	\$29.10
MK Attendant	\$23.10	\$24.10	\$25.60	\$27.10	\$28.60
Warewasher	\$23.10	\$24.10	\$25.60	\$27.10	\$28.60

Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

1/1/2024	\$1.50 per hour (+\$2.60 subsidy allowance 2/1/24)
7/1/2024	\$1.00 per hour
1/1/2025	\$1.50 per hour
1/1/2026	\$1.50 per hour
1/1/2027	\$1.50 per hour

Health care, pension and other benefits shall continue without change unless specifically noted above.

VI. SIDE LETTER ON SAN DIEGO COUNTY, CA**San Diego County, CA Wage Rates**

San Diego County Starting Wage	1/1/2024	7/1/2024	1/1/2025	1/1/2026	1/1/2027
Barista	\$28.10	\$29.10	\$30.60	\$32.10	\$33.60
Catering Supervisor	\$30.10	\$31.10	\$32.60	\$34.10	\$35.60
COOK	\$29.10	\$30.10	\$31.60	\$33.10	\$34.60
FOH Supervisor	\$29.10	\$30.10	\$31.60	\$33.10	\$34.60
KITCHEN HELPER	\$26.60	\$27.60	\$29.10	\$30.60	\$32.10
MK Attendant	\$26.60	\$27.60	\$29.10	\$30.60	\$32.10
PORTER	\$26.60	\$27.60	\$29.10	\$30.60	\$32.10
Server	\$26.60	\$27.60	\$29.10	\$30.60	\$32.10
Warewasher	\$26.10	\$27.10	\$28.60	\$30.10	\$31.60

Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

1/1/2024	\$1.50 per hour (+\$2.60 subsidy allowance 2/1/24)
7/1/2024	\$1.00 per hour
1/1/2025	\$1.50 per hour
1/1/2026	\$1.50 per hour
1/1/2027	\$1.50 per hour

Health care, pension and other benefits shall continue without change unless specifically noted above.

VII. SIDE LETTER ON SANTA BARBARA COUNTY, CA**Santa Barbara County, CA Wage Rates**

Santa Barbara County Starting Wage	1/1/2024	7/1/2024	1/1/2025	1/1/2026	1/1/2027
Cook	\$29.10	\$30.10	\$31.60	\$33.10	\$34.60
FOH Attendant	\$27.60	\$28.60	\$30.10	\$31.60	\$33.10
FOH Supervisor	\$29.10	\$30.10	\$31.60	\$33.10	\$34.60
MK Attendant	\$27.60	\$28.60	\$30.10	\$31.60	\$33.10
Warewasher	\$27.60	\$28.60	\$30.10	\$31.60	\$33.10

Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

1/1/2024	\$1.50 per hour (+\$2.60 subsidy allowance 2/1/24)
7/1/2024	\$1.00 per hour
1/1/2025	\$1.50 per hour
1/1/2026	\$1.50 per hour
1/1/2027	\$1.50 per hour

Health care, pension and other benefits shall continue without change unless specifically noted above.

VIII. SIDE LETTER ON Montgomery County, TN**Montgomery County, TN Wage Rates**

Montgomery County Starting Wages	1/1/2024	7/1/2024	1/1/2025	1/1/2026	1/1/2027
Cook	\$23.60	\$24.60	\$26.10	\$27.60	\$29.10
FOOD SERVICES OPERATOR	\$23.10	\$24.10	\$25.60	\$27.10	\$28.60
MK Attendant	\$23.10	\$24.10	\$25.60	\$27.10	\$28.60
Warewasher	\$23.10	\$24.10	\$25.60	\$27.10	\$28.60

Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

1/1/2024	\$1.50 per hour (+\$2.60 subsidy allowance 2/1/24)
7/1/2024	\$1.00 per hour
1/1/2025	\$1.50 per hour
1/1/2026	\$1.50 per hour
1/1/2027	\$1.50 per hour

Health care, pension and other benefits shall continue without change unless specifically noted above.

IX. SIDE LETTER ON OMAHA METRO AREA (SARPY AND COUNCIL BLUFFS)

Omaha Metro Area (Sarpy and Council Bluffs) Wage Rates

Omaha Metro Starting Wage	1/1/2024	7/1/2024	1/1/2025	1/1/2026	1/1/2027
COOK	\$23.60	\$24.60	\$26.10	\$27.60	\$29.10
MK Attendant	\$23.10	\$24.10	\$25.60	\$27.10	\$28.60
MK Supervisor	\$23.85	\$24.85	\$26.35	\$27.85	\$29.35
Warewasher	\$23.10	\$24.10	\$25.60	\$27.10	\$28.60

Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

1/1/2024	\$1.50 per hour (+\$2.60 subsidy allowance 2/1/24)
7/1/2024	\$1.00 per hour
1/1/2025	\$1.50 per hour
1/1/2026	\$1.50 per hour
1/1/2027	\$1.50 per hour

Health care, pension and other benefits shall continue without change unless specifically noted above.

X. SIDE LETTER ON JACKSON COUNTY, ALABAMA**Jackson County, Alabama Wage Rates**

Jackson County Starting Wage	1/1/2024	7/1/2024	1/1/2025	1/1/2026	1/1/2027
Cook	\$23.60	\$24.60	\$26.10	\$27.60	\$29.10
Front of House Attendant	\$23.10	\$24.10	\$25.60	\$27.10	\$28.60
MK Attendant	\$23.10	\$24.10	\$25.60	\$27.10	\$28.60
Warewasher	\$23.10	\$24.10	\$25.60	\$27.10	\$28.60

Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

1/1/2024	\$1.50 per hour (+\$2.60 subsidy allowance 2/1/24)
7/1/2024	\$1.00 per hour
1/1/2025	\$1.50 per hour
1/1/2026	\$1.50 per hour
1/1/2027	\$1.50 per hour

Health care, pension and other benefits shall continue without change unless specifically noted above.

XI. SIDE LETTER ON BOULDER METROPOLITAN AREA**Boulder Metro Area Wage Rates**

Boulder Metro Area Starting Wages	1/1/2024	7/1/2024	1/1/2025	1/1/2026	1/1/2027
Cook	\$26.70	\$27.70	\$29.20	\$30.70	\$32.20
Specialty Cook	\$28.20	\$29.20	\$30.70	\$32.20	\$33.70
Delivery Driver	\$26.70	\$27.70	\$29.20	\$30.70	\$32.20
Barista	\$25.70	\$26.70	\$28.20	\$29.70	\$31.20
Catering Assistant	\$25.70	\$26.70	\$28.20	\$29.70	\$31.20
Chef de Partie	\$29.70	\$30.70	\$32.20	\$33.70	\$35.20
Food Services Operator	\$25.70	\$26.70	\$28.20	\$29.70	\$31.20
Delivery Attendant	\$25.70	\$26.70	\$28.20	\$29.70	\$31.20
MK Attendant	\$25.70	\$26.70	\$28.20	\$29.70	\$31.20
Storeroom Attendant	\$25.70	\$26.70	\$28.20	\$29.70	\$31.20
Kitchen Helper Ware Washer	\$24.70	\$25.70	\$27.20	\$28.70	\$30.20
FOH Lead	\$29.70	\$30.70	\$32.20	\$33.70	\$35.20

Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

1/1/2024	\$1.50 per hour (+\$2.60 subsidy allowance 2/1/24)
7/1/2024	\$1.00 per hour
1/1/2025	\$1.50 per hour
1/1/2026	\$1.50 per hour
1/1/2027	\$1.50 per hour

Health care, pension and other benefits shall continue without change unless specifically noted above.

XII. SIDE LETTER ON HENDERSON, NV**Henderson, NV Wage Rates**

Henderson, NV Starting Wages	1/1/2024	7/1/2024	1/1/2025	1/1/2026	1/1/2027
Lead Cook	\$27.40	\$28.40	\$29.90	\$31.40	\$32.90
Cook	\$24.90	\$25.90	\$27.40	\$28.90	\$30.40
Prep Cook	\$23.40	\$24.40	\$25.90	\$27.40	\$28.90
Lead FOH Attendant	\$24.40	\$25.40	\$26.90	\$28.40	\$29.90
FOH/MK/Catering Attendant	\$23.40	\$24.40	\$25.90	\$27.40	\$28.90
Ware Washer	\$23.20	\$24.20	\$25.70	\$27.20	\$28.70

Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

1/1/2024	\$1.50 per hour (+\$2.60 subsidy allowance 2/1/24)
7/1/2024	\$1.00 per hour
1/1/2025	\$1.50 per hour
1/1/2026	\$1.50 per hour
1/1/2027	\$1.50 per hour

Health care, pension and other benefits shall continue without change unless specifically noted above.

XIII. SIDE LETTER ON THE DALLES, OR**The Dalles, OR Wage Rates**

The Dalles, OR Starting Wages	1/1/2024	7/1/2024	1/1/2025	1/1/2026	1/1/2027
Lead Barista	\$24.40	\$25.40	\$26.90	\$28.40	\$29.90
Barista	\$23.40	\$24.40	\$25.90	\$27.40	\$28.90
Lead Cook	\$29.40	\$30.40	\$31.90	\$33.40	\$34.90
Cook	\$27.90	\$28.90	\$30.40	\$31.90	\$33.40
Prep Cook	\$25.40	\$26.40	\$27.90	\$29.40	\$30.90
Specialty Cook	\$31.90	\$32.90	\$34.40	\$35.90	\$37.40
Lead FOH Attendant	\$24.40	\$25.40	\$26.90	\$28.40	\$29.90
FOH/MK/Catering Attendant	\$23.40	\$24.40	\$25.90	\$27.40	\$28.90
Porter	\$23.40	\$24.40	\$25.90	\$27.40	\$28.90
Server Food Service	\$22.40	\$23.40	\$24.90	\$26.40	\$27.90
Driver	\$22.40	\$23.40	\$24.90	\$26.40	\$27.90
Catering Captain	\$24.40	\$25.40	\$26.90	\$28.40	\$29.90
Ware Washer	\$22.65	\$23.65	\$25.15	\$26.65	\$28.15

Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

1/1/2024	\$1.50 per hour (+\$2.60 subsidy allowance 2/1/24)
7/1/2024	\$1.00 per hour
1/1/2025	\$1.50 per hour
1/1/2026	\$1.50 per hour
1/1/2027	\$1.50 per hour

Health care, pension and other benefits shall continue without change unless specifically noted above.

XIV. SIDE LETTER ON LENOIR, NC**Lenoir, NC Wage Rates**

Lenoir, NC Starting Wages	1/1/2024	7/1/2024	1/1/2025	1/1/2026	1/1/2027
Cook	\$22.40	\$23.40	\$24.90	\$26.40	\$27.90
Dishwasher	\$21.40	\$22.40	\$23.90	\$25.40	\$26.90
MK Attendant	\$21.90	\$22.90	\$24.40	\$25.90	\$27.40

Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

1/1/2024	\$1.50 per hour (+\$2.60 subsidy allowance 2/1/24)
7/1/2024	\$1.00 per hour
1/1/2025	\$1.50 per hour
1/1/2026	\$1.50 per hour
1/1/2027	\$1.50 per hour

Health care, pension and other benefits shall continue without change unless specifically noted above.

EXHIBIT D: ISS Guckenheimer and UNITE HERE International Union Technology Agreement and Committee Structure

A. Technology Joint Labor Management Committee

Signatories to this agree to create a Technology Joint Labor Management Committee (TJLMC), made up of the President of UNITE HERE and/or their Designee, and designees of the Chief Officer of each Local Union or Joint Board of UNITE HERE that is signatory to this agreement (together the “Union Caucus”) and the Vice President of Labor Relations of Guckenheimer and/or their Designees (together the “Employer Caucus”). The TJLMC shall meet every three (3) months or more frequently if required either telephonically or in person. The TJLMC is the final decision-making body for technology-based bargaining issues concerning any UNITE HERE signatory local or Joint Board and ISS Guckenheimer.

The President of UNITE HERE International Union and the Vice President of Labor Relations of ISS Guckenheimer shall serve, or appoint designees, as the Chairs of the Respective Caucuses and as Co-Chairs of all meetings of the TJLMC.

Thirty (30) days prior to the meeting of the TJLMC the Co-Chairs shall develop an agenda of each of their concerns or issues for discussion. Any notifications of technologic change that has been made to the Union Caucus between the last meeting of the TJLMC and the upcoming meeting shall automatically be added to the agenda.

All agreements between the Employer Caucus and the Union Caucus shall be codified in writing and signed by the Co-Chairs of the Committee.

B. Memorandum of Understanding on Technology and Automation

The Parties agree that any Signatory Local Union will have the “Memorandum of Understanding on Technology and Automation” (Exhibit A) inserted into all of the Collective Bargaining Agreements between their respective Locals and the various ISS Guckenheimer – USA divisions, as side letters. Exhibit A shall supersede existing language on technology in those Agreements.

C. Signatory Locals

Each Local Union or Joint Board of UNITE HERE International Union shall sign a Joinder (Exhibit B) which shall bind it to this Agreement. The Parties agree to discuss on an on going basis which Local or Joint Board will be allowed to sign a Joinder and make the signatory Local Union or Joint Board a party to this Agreement.

D. Notification of Technological Change

The Company shall fulfill its obligation to notify the Union Caucus via a web-based form that shall be developed jointly by the Union Caucus and the Company and that shall include at the minimum the following information:

1. The location(s) where the Technological Change will be implemented
2. The timeline for testing and implementing the Technological Change, if known
3. A description of the nature and function of the Technological Change being proposed which shall include technical specifications
4. A description of which job classification(s) and how many employees may be impacted by the Technological Change and how (more work, less work, etc.)
5. A description of new jobs being created as a result of the Technological Change, if any
6. A description of the training needs and the training plan
7. The JTC(s) as defined in Exhibit A hereto which should be consulted with regard to the Technological Change
8. The anticipated benefits of the Technological Change including safety, productivity, financial, etc.

E. Confidentiality

The obligations of the parties pursuant to this Agreement may be subject to a separate confidentiality agreement, as appropriate.

F. Disputes over this Agreement

Any dispute about technology under or related to this Agreement is subject to arbitration as provided under Section 2 of Exhibit A of this Agreement and subject to the exclusive control of the UNITE HERE and the Vice President of Labor Relations of Guckenheimer. The parties will attempt to mutually agree on the impact of technology on employees but should the parties be unable to agree, the Employer retains the right to implement the change after giving the Union adequate notice and the Union retains the right to arbitrate not over the decision itself but over the impact of the change on employees. This notice and negotiation process shall be the sole and exclusive procedure for resolving disputes over the implementation of new technology.

G. Mediation and Arbitration

1. Mediation Procedure

(a) If a matter covered by this Agreement is not satisfactorily resolved in negotiations as outlined in Exhibit A, either party may file a written request for a Mediation hearing within ten (10) days of the conclusion of the Negotiation time frame.

(b) The Mediation shall be held within fourteen (14) calendar days of the written request.

(c) The Mediation shall consist of two (2) management representatives and two (2) union representatives plus an FMCS neutral mediator who shall act as Chairman and who shall mediate the dispute in an attempt to have the parties reach a settlement.

(d) The Mediation shall be governed by the following rules:

12. Each party shall have one (1) principal spokesperson.
13. Outside lawyers shall not participate in a Mediation.
14. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing.
15. Proceedings shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the procedure. The rules of evidence shall not apply, and no formal record of the Mediation shall be made.
16. The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution.
17. If no settlement is reached, the mediator shall provide the parties with an immediate advisory recommendation.
18. The mediator shall state the grounds for his/her advisory recommendation.
19. The Mediation shall have no power to alter or amend the terms of the Collective Bargaining Agreement.
20. The cost of the mediator shall be split between Guckenheimer and UNITE HERE.

2. Arbitration

If a matter covered by this Agreement cannot be satisfactorily resolved in Negotiations or Mediation, the matter may be referred by the President of UNITE HERE International Union or the Vice President of Labor Relations of Guckenheimer within ten (10) days of the conclusion of Mediation, for final decision and determination to an impartial arbitrator. Every demand for arbitration shall be submitted for final and binding adjudication by an arbitrator selected exclusively from the parties' Permanent Arbitrator Panel ("PAP"). The PAP shall consist of arbitrators comprised of two arbitrators mutually selected by the parties for each half of the country. All designees must be arbitrators registered and in good standing with the American Arbitration Association's National Academy Panel of Arbitrators. In the event a PAP position becomes vacant and the parties fail to reach a mutual agreement on a new arbitrator, the parties shall request a list of seven arbitrators from the AAA that meet the requirements of this agreement and alternatively strike the arbitrators to find the replacement. Upon the timely filing of a demand for arbitration, the parties shall use whichever of the two arbitrators for the Coast in question that did not conduct the most recent arbitration hereunder if they are available in a timely manner and if not, the parties will use the other arbitrator. In the event that neither arbitrator is available in a timely manner the

parties shall use the arbitrator from the alternate coast with the soonest availability. The Arbitrators are named in Exhibit C.

The arbitrator selected through the above request for arbitration filing process shall hold a hearing promptly and shall issue a written decision not later than thirty (30) calendar days from date of the close of the hearings or, if oral hearings have been waived, then from the date on which the written final statements and proofs on issues were submitted. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator may enter an ex-parte default award. Both parties agree that a judgement may be entered enforcing any award as above in the United States District Court having jurisdiction over the status of the principal office the Employer.

Costs of the arbitrator shall be shared equally by the parties. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

H. Term.

It shall expire in four (4) years from the execution of this Agreement and if a successor agreement is not agreed upon immediately, it will continue in full force and effect until a successor agreement is reached or one of the parties cancel this agreement after the four years. This Agreement may be modified or extended by mutual agreement by the President of UNITE HERE and the Vice President of Labor Relations of Guckenheimer.

Signed this 1st day of April, 2024.

For UNITE HERE International Union

For ISS Guckenheimer

Gwen Mills (President)
Name

Phil Collins
Name

DocuSigned by:
Gwen Mills
C9FAE182ABA42416...
Signature

DocuSigned by:
Phil Collins
714FDA9C858A479...
Signature

Exhibit E: Memorandum of Agreement on Technology and Automation

Section 1. Technological change includes but is not limited to the use of machines (including by way of example only, computers, robots, handheld devices, and tablets), automation, software, systems, programs, applications or other scientific advancements to replace or substitute for, improve, alter, increase or decrease, or evolve the type or manner of work performed by bargaining unit employees in the Employer's workplace.

Section 2.

- a. If the Employer intends to introduce technological changes, the Employer will give the Union Caucus at least one hundred and eighty (180) days' notice of any technological change before it is implemented, as described in Section D of the Technology Agreement. In the event the Employer intends to design such technology change, the notice shall be given before any design work on the technology is commenced. The Employer shall explain to the Union Caucus the intended function of the technology, the nature of the technology and who will develop it, the timing of its planned implementation, and the expected work needed to implement the technology and keep it running. If the Union Caucus questions or objects to the change, the Employer shall promptly negotiate over the foregoing matters with the Union Caucus. The Employer shall share prototypes with the Union Caucus subject to an appropriate confidentiality agreement. The Employer shall not implement any technology unless the Employer has carried out these duties to the Union Caucus. The parties will attempt to mutually agree on the impact on employees but should the parties be unable to agree, the Employer retains the right to implement the change, after 180 days, after giving the Union adequate notice and the Union retains the right to arbitrate not over the decision itself but over the impact of the change on employees. This notice and negotiation process shall be the sole and exclusive procedure for resolving disputes over the implementation of new technology. The TJLMC will attempt to arrive at a mutually satisfactory resolution of any impact issues raised by the Union Caucus with respect to such technological changes.
- b. Upon notice of a request to meet and discuss, the process shall be governed by the following rules:
 - Information: The Union Caucus must, within 20 days of receipt of a Technological Change notification, inform the Company of a desire to negotiate and shall include any information requests with such notice. The Employer shall provide any information requested by the Union Caucus within twenty (20) days of receipt of the notice. Both the Union Caucus and the Employer Caucus shall be afforded up to thirty (30) days, following receipt of requested information to meet with affected employees and members of the JTC.
 - Negotiation: At the conclusion of the initial information gathering period, the parties shall meet over the following fifty (50) days in an attempt to reach a resolution.

- **Mediation:** should the parties fail to resolve the issue within fifty (50) days from when the negotiation period opens, either party may request the services of a federal mediator.
 - **Consultation:** At any point during this process, the parties may consult with the JTC or any subgroup of the JTC as appropriate and share information with the JTC members.
- c. Exigent Circumstances Notification Exception:
- **Purpose:** “Exigent Circumstances” allow ISS Guckenheimer to implement Technological Change without providing the full Notice Period when necessitated by legitimate business circumstances, as defined below. When Exigent Circumstances apply, ISS Guckenheimer will provide notice as soon as it knows of the need to implement Technological Change, and the information, negotiation, mediation, and arbitration steps relating to the bargaining over the effects of the Technological Change will take place concurrently with the implementation of the Technological Change.
 - **Definition:** “Exigent Circumstances” exist when for legitimate, business-related reasons, ISS Guckenheimer cannot delay implementation of a Technological Change until the end of the Notice Period. Examples of Exigent Circumstances include when earlier implementation of a Technological Change is needed to comply with a bona fide client requirement, to obtain a new account where it is a bona fide requirement in the bid or to retain an existing account where it is a bona fide requirement to retain the existing account, to acquire new business where it is a bona fide requirement in the bid, and to respond to a bona fide existential risk to the financial viability of an account. Exigent Circumstances would not apply merely to effectuate a reduction in labor costs before the expiration of the Notice Period.
 - **Procedure:** If ISS Guckenheimer believes that Exigent Circumstances exist, it will so inform the Union and will provide notice as soon as it knows of the need for the Implementation of the Technological Change. To satisfy its burden of proof, ISS Guckenheimer will provide appropriate documentation of the basis for invoking the Exigent Circumstances Notification Exception consistent with the definitions above at the time it provides notice of the “Exigent Circumstance.” The procedures set forth in the Agreement regarding the resolution of the effects of the Technological Change on the bargaining unit employees (i.e., information, negotiation, mediation, and arbitration) shall proceed concurrently with the implementation of the Technological Change. Any dispute over the appropriateness of the Exigent Circumstances designation will be resolved through expedited arbitration (which the Union must initiate within 10 calendar days after ISS Guckenheimer notified the Union that it is invoking the Exigent Circumstances Exception) pursuant to Section G of the Technology Agreement. If the Arbitrator determines that Exigent Circumstances do not exist, ISS Guckenheimer will not be allowed to implement the Technological Change before the expiration of the Notice Period. If the Arbitrator’s award is issued after the

implementation of the Technological Change, the Employer shall be required to make any affected employee whole, including any back pay or benefits owed in addition to following all other provisions of the Agreement. Any back pay shall be reduced by interim earnings.

Section 3. The method of notifying the Union Caucus shall be done through a method determined in accordance with Section D of the Technology Agreement.

Section 4. Any new jobs created by the introduction of new technology with the exception of managerial, confidential or other excluded positions as referenced in the card check neutrality agreement of the ISS Guckenheimer UNITE HERE 2023-2026 Relationship Agreement will be bargaining unit positions. The Employer will provide any necessary training/retraining to better assure bargaining unit employees displaced by the introduction of technology remain employed or are re-employable.

Section 5. Subject to Section 2 above, any employee laid off due to technological change shall be entitled to recall to the classification from which the employee was laid off for 24 months following the date of layoff and to preference for other job openings, in the bargaining unit, after all other preferences possessed by incumbent employees have been exercised but before new employees are hired, provided the employee is qualified for the position or can be qualified in a reasonable period of time with adequate training provided by the Employer. The preference for jobs other than in the classification from which the employee was laid off shall include all unionized Guckenheimer units.

As a maximum and in exchange for a full release of claims related to the employee's layoff, any employee laid off who elects not to seek another position with the Employer either at the outset of layoff or at any time during the 24-month job search period, or if the employee does not find a job in that time, the Employer shall pay the employee one (1) weeks' pay (based on forty 40 hours times employees most recent base hourly rate) for every year employed up to a maximum of twenty (20) weeks; any partial year will be prorated (i.e. 1/4 years = 1/4 weeks' pay), subject to all legally required taxes and withholdings;

Section 6. The Employer and ISS Guckenheimer will make all bargaining unit job postings accessible to employees laid off under this subsection and to the Union to assist employees in their job searches.

Section 7. While employees are waiting for an offer of a permanent position, the Employer shall offer all available extra work for which they are qualified to them in order of classification seniority.

Section 8. If an employee laid off under this subsection is recalled to (A) another position within the Union's bargaining unit at the Employer, the employee shall retain his or her house seniority and continuous service for vacation purposes, or (B) another position within the Union's bargaining unit at a different Guckenheimer unit, the employee's seniority shall be determined by application of the provisions of the collective bargaining agreement covering that property and company seniority shall continue.

Section 9. No employee who has completed his or her probationary period and is recalled pursuant to this subsection shall be required to complete a new probationary period.

Section 10. The Employer shall continue to make contributions to the Union Health Fund at the minimum level necessary to maintain existing benefits under the Plan, for three (3) months following the date of layoff.

Section 11. If technological changes reduce the duties of a classification without eliminating them, the classification shall continue in existence, but the Employer may adjust staffing levels, or with the agreement of the Union the Employer may distribute the remaining duties to other bargaining unit classifications. If new technologies require human operation of the machines, the machines shall be operated and maintained by bargaining unit employees and the Employer shall train employees in the affected classification to operate and maintain them. The Employer may limit training to those employees who volunteer to be trained. Training opportunities shall be offered in accordance with house seniority among those in the affected classification. The Employer shall allow up to two (2) Union representatives to be present to observe the training but to not participate in it. If operation requires a level of skill which may practically be obtained only through academic study and the necessary courses are offered at educational institutions, the Employer shall pay the tuition and fees required for employees who volunteer for this training to take the courses through their Tuition Reimbursement Program but shall not be obligated to pay for the time employees spend in the coursework.

Section 12. A local Joint Technology Committee ("JTC") will be established by the Employer and the Union, composed of three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer. It shall also include a Chairperson from each side that shall be selected by the President of the Local Union and the Labor Relations Vice President for the Employer. The JTC shall be organized to provide assistance in implementing, improving and problem-solving technological improvements in the workplace for the mutual benefit of both parties. The JTC will meet periodically, but no less than semi-annually. The Employer and the Union will consider all of the recommendations from the JTC in good faith.

1. The parties may jointly choose to train JTC participants in interest-based problem solving.
2. The parties may jointly agree to have the JTC meetings facilitated by the FMCS.
3. Employees assigned to the JTC shall be paid their regular hourly rate for the time spent as a committee member on the JTC.
4. Such meetings shall not be construed as opening the Agreement for negotiations nor shall such meeting be considered as a step in the grievance procedure.
5. The JTC may not reach any agreement to alter, change or amend the Labor Agreement. The JTC is charged with implementing, reviewing and problem-solving changes that have been agreed to by the Parties through the process outlined previously in this Agreement.

**ISS Guckenheimer @ Google Buildings Technology Pilot Process
Agreement between ISS Guckenheimer Group @ Google Buildings and UNITE
HERE**

This shall serve to modify the existing ISS Guckenheimer and UNITE HERE Technology Agreement for the locations covered by the ISS Guckenheimer @ Google Buildings Collective Bargaining Agreement.

When the client approaches ISS Guckenheimer about their need or desire to pilot a new type of technology for food service work the following protocol with regards to the bargaining unit will be followed:

- ISS Guckenheimer and the client will create a draft project Brief with detailed information about the project, including specific data metrics to be tracked. This could include user impact, employee impact, financials, sustainability, and etc.
- This Pilot overview will be shared with the Union through the Union Technology Portal.
- The Union will provide ISS Guckenheimer with feedback on the pilot proposal within 15 days and ISS Guckenheimer will incorporate feedback from the union in the final pilot proposal.
- Pilot kicks off at the site(s).
- Feedback collected at specified increments. The feedback is collected from all relevant stakeholders including the Joint Technology Committee and Union Representatives. Through the JTC, the workers will have a formal opportunity to provide input and insight during the course and at the end of the pilot.
- Pilot comes to a close within the specified time frame unless extended by the client. If extended, the Employer shall provide the Union reasonable notice and a new timeframe.
- Company will share and discuss the pilot findings with the JTC and Union Representatives and take feedback into account prior to making final recommendation to the client to determine next steps.

Data to be Shared

Findings from the project which relate to or have impact on hourly employees (e.g., added work, training, less work, complexity of role, and etc.)

If a decision is made to move forward

The parties will begin the process described in Section 2 of the Technology Agreement.

INDEX

ARBITRATION PANEL.....	65
BARGAINING UNIT WORK.....	37
BEREAVEMENT LEAVE.....	56
BREAKAGE.....	62
CAREER LADDER BENEFIT FUND.....	51
CATERING SCHEDULES.....	62
CHANGES IN HOURS.....	59
GUCKENHEIMER/UNITE HERE DISPUTE RESOLUTION PROCEDURE.....	7
DEDUCTIONS AND DONATIONS.....	62
DEFINITIONS.....	6
DRUGS & ALCOHOL.....	29
DURATION.....	64
EMPLOYER'S TRANSIT PRE-TAX PROGRAM.....	52
EQUALITY.....	61
FAMILY AND INTIMATE PARTNER VIOLENCE.....	21
FORCE REDUCTIONS, BUMPING, RECALL.....	31
GENDER IDENTITY.....	22
GRIEVANCE PROCEDURE.....	22
HEALTH AND WELFARE FUND.....	46
HOLIDAYS.....	52
HOURS OF WORK.....	56
IMMIGRATION, DIVERSITY AND CIVIL RIGHTS.....	10
JURY DUTY.....	56
JUST CAUSE, DISCIPLINE & DISCHARGE.....	28
LEAVES.....	35
MANAGEMENT RIGHTS.....	40
NEW OPERATIONS.....	67
NO REDUCTIONS.....	38
NO STRIKE/NO LOCKOUT.....	42
NON-DISCRIMINATION AND HARASSMENT.....	16
OVERTIME AND PREMIUM PAY.....	58
PARENTAL LEAVE, PREGNANCY, AND LACTATION.....	15
PENSION FUND AND 401(K).....	51
PERSONNEL FILES AND RECORDING EQUIPMENT.....	62
PROBATIONARY PERIOD.....	31
RECOGNITION.....	5
REGIONS, DISTRICTS, CAMPUSES AND LOCALES.....	66
REPORT IN PAY.....	60
RESPECT & DIGNITY.....	10
SAFETY.....	34
SENIORITY.....	30
SEPARABILITY AND SAVINGS.....	61
SHOP STEWARDS AND VISITATION.....	39
SICK/PERSONAL DAYS.....	55

SIDE LETTER ON AUSTIN METROPOLITIAN AREA..... 70
SIDE LETTER ON BOULDER METROPOLITAN AREA80
SIDE LETTER ON COLUMBUS OHIO METRO AREA.....71
SIDE LETTER ON DANE COUNTY, WISCONSIN72
SIDE LETTER ON ELLIS COUNTY, TX74
SIDE LETTER ON HENDERSON, NV.....81
SIDE LETTER ON JACKSON COUNTY, ALABAMA79
SIDE LETTER ON LENOIR, NC.....83
SIDE LETTER ON MEMPHIS METRO AREA (SOUTHAVEN, MS).....73
SIDE LETTER ON MONTGOMERY COUNTY, TN77
SIDE LETTER ON OMAHA METRO AREA (SARPY AND COUNCIL BLUFFS).....78
SIDE LETTER ON SAN DIEGO COUNTY, CA..... 75
SIDE LETTER ON SANTA BARBARA COUNTY, CA.....76
SIDE LETTER ON THE DALLES, OR.....82
STATE AND LOCAL WAIVERS.....62
SUCCESSORS AND ASSIGNS.....40
SUSTAINABILITY.....35
TECHNOLOGICAL CHANGES.....34
TRANSFERS AND REASSIGNMENTS..... 33
TRANSITIONS..... 64
TRANSLATION/COPYING OF THE CONTRACT.....60
TRAVEL ALLOWANCE.....60
UNIFORMS AND PERSONAL APPEARANCE.....61
UNION STATUS AND MEMBERSHIP DUES CHECK OFF.....38
VACANCIES.....32
VACATION.....53
WAGES.....43
WORK RULES AND POLICIES..... 42