

The Greater Columbus Convention Center

**Collective Bargaining Agreement Between
Levy Premium Foodservice Limited Partnership
And
UNITE HERE, Local 24**

TERM OF THE AGREEMENT:

(October 3, 2025– December 31, 2028)

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**Agreement Between
Levy Premium Foodservice Limited Partnership And
UNITE HERE, Local 24
For
The Greater Columbus Convention Center**

This Agreement (the "Agreement"), effective October 3, 2025, by and between Levy Premium Foodservice Limited Partnership (the "Employer"), doing business at The Greater Columbus Convention Center (the "Facility" or "CCC"), whose principal office is located at 400 N. High Street, Columbus, OH 43215 and UNITE HERE, Local 24 (the "Union").

WITNESSETH

WHEREAS, it is the desire of the said Union and the Employer to enter into an Agreement which will prevent strikes, boycotts and lockouts, and insure peaceful adjustment and settlement of all grievances, disputes and differences which may arise between the Employer and its team members and which will prevent stoppage of work and tend to stabilize and strengthen the business of the Employer and to establish wage scales and working conditions which will prevail between the parties hereto during the existence of this Agreement;

WHEREAS, the Employer and the Union recognize and expressly agree that the Employer serves a specific niche in the convention center market, providing premier dining experiences to a highly selective and discerning clientele consisting largely of corporate, political, and other industry leaders who demand the highest possible levels of service, and that its continued success and ability to provide opportunities for its team members is largely dependent on the ability of the team members to provide such service. (The foregoing is hereinafter identified and referred to as the "Levy Standard"); and

WHEREAS the objective of this Agreement shall be the promotion of the best interests of Employer and team members and the stabilization of labor-management relationships. The terms of this Agreement shall constitute the basic conditions of employment to be observed by the parties and shall govern the employment of persons covered by this Agreement during such time as such persons are ready and willing to work.

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

ARTICLE 1. RECOGNITION AND UNION SECURITY

1.1 The Employer recognizes UNITE HERE Local 24 as the exclusive collective bargaining representative with respect to rates of pay, hours, and other conditions of employment for all team members employed at the Facility working in the classifications listed in this Agreement, with the exception of accounting staff, administrative staff, maintenance, and sales team members, the executive chef, management chefs, and all managers, supervisors, subcontractors and guards as defined in the National Labor Relations Act. Management chefs are those whose responsibilities shall include scheduling kitchen team members, ongoing hands-on training of kitchen team members, authority to discipline and discharge, expediting food preparation and delivery, and related activities, providing such management chefs do not displace bargaining unit team members.

1.2 It shall be a condition of employment that all team members covered by this Agreement, who are members of the Union in good standing shall remain members in good standing and those who are not members will join the Union after thirty (30) days. The Employer shall advise a representative of the Union at the time any newly engaged worker is given employment. Union officials shall have access to the names, addresses and hire dates of such team members. The Employer shall be required to notify the Union of address changes and termination dates of team members at the end of the month.

1.3 The Employer agrees to a payroll deduction of uniform initiation or reinstatement fees and membership dues or fees in the Union, provided the Employer has received from each team member on whose account such deductions are made a written assignment authorizing such deductions. Such assignment authorizing such deductions shall be irrevocable for one (1) year following the date upon which it is signed; provided, however, if the team member does not revoke the authorization at that time, it shall be considered automatically renewed for an additional one (1) year period. Until such an assignment is revoked, the Employer will deduct one-half of the monthly dues from the first and second bi-weekly payroll check of each month and will remit to the Union the amount deducted pursuant to such assignment during each month not later than the end of each such month with a written statement of names and social security numbers of the team members for whom the deductions were made and the amount of each deduction in an agreeable electronic format.

1.4 The Employer hereby agrees not to enter into any private employment contract with covered team members which is inconsistent or the terms of which conflict with the provision of this Agreement.

1.5 Voluntary Political Deduction: The Company 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 team members who voluntarily authorize such contribution at least 7 days prior to the next scheduled pay period, on the form provided for that purpose by the 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 team member 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 Company's costs of administration of this PAC payroll deduction have been considered by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The company shall send these transmittals and this list to: UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, 11th floor, New York, NY 10001, Attention Treasurer.

1.6 The Union shall have the right to appoint or elect Shop Stewards at the Facility. The Shop Steward shall report to the Union and shall not interfere with the management of the business. Shop Stewards may be designated by the Union to handle grievances procedure and shall be given time off from their regular schedule without loss of pay to participate in grievance meetings with management which have been scheduled at mutually agreeable times. The Employer reserves the right to schedule grievance meetings during non-working hours. The Employer and the Stewards will treat each other with mutual respect. Shop Stewards shall not interfere with the Employer's direction of the work force or with customers. The Shop Steward must not leave his or her assigned work area for Union business without prior permission. Such permission will not be unreasonably withheld.

1.7 The Union shall designate a single Union Representative to have overall responsibility for servicing Employer's team members and shall notify Employer in writing of said designation and of any change in same.

1.8 The representative of the Union shall have the right to interview team members on duty or inspect team member working conditions at a reasonable time and in such manner as not to interfere with the performance of team member duties or the operation of the Employer's business.

1.9 Shop Steward shall have no authority to take any strike action or any other action interrupting the Employer's business, except as authorized by the Union President or his designee, and which is not in violation of this Agreement. The Employer recognizes this limitation upon the authority of the shop steward and will not hold the Union liable for any unauthorized acts of shop stewards, provided the Union shall utilize their best efforts to prevent the shop stewards from violating any clauses of this Agreement, including, but not limited to, the no-strike clause.

1.10 No member of the Union shall be discharged or otherwise discriminated

against because he or she has filed a claim with any governmental agency or a grievance with the Union. Any dispute arising from this provision will be referred to the grievance procedure and arbitration. Nothing herein shall be construed to prevent a team member from communicating directly with management regarding a problem or complaint.

1.11 It is the intent of the parties hereto to abide by all applicable Federal and State statutes covering the subject matter of this Agreement. Should any provision(s) of this Agreement be determined to be contrary to any such State or Federal law, all other provisions of this Agreement shall remain in full force and effect, and substitutions for the invalidated provision(s) shall be immediately negotiated.

ARTICLE 2. LIVING CONTRACT AND STUDY TEAM PROCESS

2.1 Partnership and Joint Labor Management Committee. The Employer and the Union agree that job security for the team members is best assured by growth of the business of the Employer and that growth of the business is dependent on increased teamwork and productivity aimed at meeting the competitive challenges in the marketplace. The parties further agree that the most effective way of accomplishing those goals is through labor and management cooperation and a partnership between the Employer, the team members and the Union. For these reasons, the Employer, the team members, and the Union all commit and agree to treat each other with mutual respect throughout the term of this Agreement. In addition, the Employer and the Union agree to meet during the term of this agreement in a joint labor-management committee and in study teams to discuss issues arising under this contract and/or the operations at the facility.

2.2 Absence of Fully Bargained. The Employer and the Union hereby acknowledge that it is not the intent of either party, and it would be impossible for the parties to agree upon a "fully bargained" clause in the Agreement because each of the parties expressly intends to authorize the use of study teams as described herein during the term of this Agreement as a means, by mutual agreement, of changing or adding to any part of this Agreement. Such changes or additions cannot be implemented without prior written approval by the President of Its General Council or their designee and by an officer of the Local Union. All issues and problems brought to the attention of the study teams shall be decided by mutual agreement of the parties. Whenever necessary, such agreements shall be reduced to writing.

2.3 Study Teams. The size of such study teams shall be determined by mutual agreement between the Union and the Employer. Both the Employer and the Union shall have the sole authority to determine who shall be their respective representatives on the team. Union representatives and the Employer may participate in the team, as necessary. Participation and service of team members on all teams shall be

on paid time but shall not be subject to minimum shift requirements. Meetings shall occur as needed. Prior to service, the Employer's and the Union's representatives on these teams may, at their joint election, go through Federal Mediation and Conciliation Service training on paid time, but time spent during such training or meetings on the team shall not be subject to minimum shift guarantee. Professional facilitators selected by mutual agreement shall be used for all study teams unless the parties agree to the contrary.

2.4 No Effect on Grievance and Arbitration Procedure. Both the Union and Employer may raise whatever issues or problems they deem appropriate in such teams. However, the study teams cannot be used to supplant or replace the Grievance Procedure, and both the Employer and the Union retain all their existing rights. Specifically, the Union, at its sole election, may file grievances over alleged violations of the Agreement, either in lieu of or in addition to discussing the subject of a grievance in a study team. In the event the subject of a grievance is raised in the study team, contractual provisions shall not be modified or replaced with new language without the mutual agreement of the parties. If an agreement is reached to alter or change any provisions contained in the collective bargaining agreement, said agreement shall be reduced to writing as a side letter to this contract and subject to the prior written approval of the General Counsel or President of the Employer and by an officer of the Local Union. It is expressly understood by the parties that each party is not waiving the rights it otherwise has under the terms of this Agreement, and a willingness to discuss an issue does not constitute a waiver of that right unless a conflict over that issue is resolved by mutual agreement including joint written approval by the Union and Employer. In other words, neither party is giving up any rights they now have under the terms of this Agreement, unless expressly denied, changed or omitted in writing pursuant to the terms of this Agreement.

2.5 Implementing Study Teams. The parties agree that either party may initiate a joint study team and that the parties intend to implement study teams promptly after ratification of this Agreement.

ARTICLE 3. HIRING AND PROBATIONARY PERIOD

3.1 The Employer and Union recognize and expressly agree that the Employer is a leader in the field of premium dining in sports, entertainment, and convention center venues and that it has a highly demanding and discerning clientele which expects the highest standard of service.

3.2 The Union shall establish and maintain open and non-discriminatory employment lists for employment of workers covered by this Agreement. The Employer shall notify the Union of all vacancies and shall call the Union for team members. The Union agrees to the best of its ability to supply to the Employer competent help at all

times.

3.3 The Employer shall be the sole judge of the qualifications of all applicants and retains the right to reject any applicant for employment referred by the Union and to hire team members from any source. Any person employed shall be advised before commencing employment that the establishment is operating under a Union contract, and any such team member shall be referred by the Employer to the Union office within five (5) days for registration as being employed. The Union agrees to accept such persons for membership upon terms and qualifications applicable at such time to other applicants of the Union.

3.4 Any job openings will be posted internally for ten (10) days and a list of internal candidates supplied to the union prior to hiring. The Employer may hire team members from sources outside of the Union referral and may go to the "open market" for such team members.

3.5 Probationary Period: The probationary period will be three (3) months of employment or, fifteen (15) shifts worked whichever is longer. Said probationary period may be extended for five (5) additional shifts worked upon written request to the Union for any reason. The Employer reserves the right to terminate any such team member within the probationary period until a team member has completed the probationary period, in its sole discretion, with or without cause.

ARTICLE 4. NON-DISCRIMINATION

4.1 The Employer agrees not to discriminate against any individual with respect to hiring, compensation, or any other terms or conditions of employment. The Employer is committed to equality of treatment for all people and hereby pledges that there will be no discrimination against any individual because of the individual's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify team members in any way to deprive any individual team members because of their race, color, religion, sex, sexual orientation or age or other class of persons hereinafter declared protected under the Ohio Human Relations Act or State of Ohio Code.

4.2 Whenever in this agreement the masculine or feminine gender is used, it shall be deemed to include all genders and gender identities. The Employer and the Union agree that there will not be discrimination by the Employer or the Union against any team member because of his membership in the Union, or because of any team member's lawful activity and/or support of the Union.

ARTICLE 5. SENIORITY

Seniority is defined as the total length of continuous service that a team member has with the employer from his or her last date of hire.

5.1 At ratification, Seniority lists for all classifications shall be determined by the date the employee was hired by Levy Premium Foodservice, L.L.C. at Greater Columbus Convention Center.

5.2 Seniority shall be based on date of hire and classification. In the event that more than one team member has the same hire date, seniority among those team members shall be determined by lottery.

5.3 Separate seniority lists shall be maintained for each wage scale classification. Classification seniority shall be determined by the team member's service since the last date of hire or transfer into his present classification. Seniority Lists are attached as Exhibit 1.

5.4 No team member shall be scheduled less than four (4) hours for a scheduled shift in a regular workday.

5.5 A regular team member is defined as team member who average 30 hours or more per week, calculated and determined by the benefits measurement period from October 3rd of the previous year through October 2nd of the current year. Effective January 1, 2028, a regular team member will be defined as team member who average 25 hours or more per week, calculated and determined by the benefits measurement period. Changes in status from part time (not regular) to full time (regular) or full time (regular) to part time (not regular), based on average hours during the benefit measurement period, are effective January 1st of each year.

5.6 A team member shall be scheduled to work by seniority in their specific job classification, except that regular team members will be scheduled first by availability and classification seniority before non-regular team members in their classification.

5.7 Except as otherwise provided in this Agreement, Classification seniority shall be the determining factor when scheduling team members. The employer will schedule available hours by seniority, up to thirty-five (35) hours per week. Such established schedules will not be deemed a guarantee of hours worked in a day or days in a week.

5.8 Break in Service and Seniority: A team member will lose seniority, and the Employer will have no obligation to continue to offer work for the following reasons:

- A. Resignation
- B. Discharge for just cause upheld by an arbitrator or not grieved.
- C. Failure to return to work within seven (7) calendar days after receipt of notice by certified mail or recall from layoff.
- D. Unexcused failure to work three (3) consecutive scheduled shifts.
- E. Failure to return to work at the expiration of a medical or personal leave of absence without prior written approval by management.
- F. Continuous absence from work because of illness for twelve (12) months, or three (3) months in case of personal leave of absence.
- G. A team member is on layoff and not recalled within twelve (12) calendar months.
- H. Retirement.
- I. Failure to maintain at least 2 days of availability per week for two (2) consecutive months.

5.9 Promotions Outside the Bargaining Unit. The Employer shall have the sole responsibility to select and promote team members to positions outside the bargaining unit as defined in Article 1 and shall not be subject to the provisions of this Agreement. Seniority shall be retained and accumulated for any team member who is promoted to a supervisory position for a period of ninety (90) days in his or her former classification, at the end of which time the seniority will be lost.

5.10 Availability. Team members will be scheduled based on classification seniority and availability. Team members must maintain availability for at least two (2) days per week. Team member availability will not impact house or classification seniority except as in section 5.8. Management has the authority to approve changes to availability due to significant life changes or bona fide emergencies. Management has the right to require documentation where relevant. Management will not unreasonably deny such request.

5.11 Job Bidding: A team member when qualified shall be able to bid into another job classification on a seniority basis when there is a job opening. A team member shall have up to thirty (30) days as a trial period for the purpose of trying out the job. The qualifications for the job shall be at the sole discretion of the employer to determine if the team member is qualified to perform the job. If either the employer or the team member determines that the job and the team member are not a good fit, the team member can transfer back to their former position with no loss of seniority.

5.12 Scheduling: For all departments except banquets, Schedules will be posted by the end of the day on Friday for the following two-week payroll period

5.13 Banquet Scheduling: Preliminary schedules will be posted the last Monday of each month for the following month. Banquet team members must communicate each week, by the end of the day on Wednesday, if they are unavailable to work a scheduled shift in the following work week. Open positions will be offered to team members not yet scheduled by availability and classification seniority before other sources. Final schedules will be posted by the end of the day Friday for the following work week. Changes to the schedule related to pop ups or event changes will be reflected in the final schedule posted on Fridays. Team members who fail to communicate their unavailability will be subject to the Levy attendance policy.

ARTICLE 6. WORK BY NON-BARGAINING UNIT TEAM MEMBERS

6.1 It is recognized that the duties of a non-bargaining unit's team members are, as the designation implies, largely of a supervisory nature. Accordingly, non-bargaining unit's team members shall not perform work such as that performed by the team members as herein defined, except:

- A. For emergency purposes
- B. In the instruction and training of team members or supervisors
- C. Testing materials and production
- D. To protect Company property and/or to ensure the safety of clients and/or team members
- E. For specialized functions for which bargaining unit team members cannot be easily trained and which require team members with highly specialized expertise, e.g. Sushi chefs
- F. To provide uninterrupted services in order to insure a positive guest and/or team member experience.

Work by non-bargaining unit's team members as described by the provisions of this Article is not intended as a means by which the employer may eliminate any bargaining unit position(s) or shift(s). If qualified help is not available, the Employer may temporarily hire team members on an emergency basis from any available source for the purpose of maintaining normal services.

ARTICLE 7. HOURS OF WORK

7.1 Payroll: Team members shall be paid bi-weekly. A payroll period is a period of fourteen (14) days starting at 12:00 midnight on a Saturday and ending at 11:59 p.m. on the second Friday.

7.2 Work Week: The normal workweek for team members covered under this Agreement shall be thirty-five (35) hours beginning at 12:00 a.m. Saturday and ending 11:59 p.m. the following Friday. However, the level of business will dictate work schedules.

There is no guarantee of any minimum number of hours per week, and team members may be scheduled to work more or less than a normal workweek.

7.3 Report Pay:

A. A team member who reports to work as directed or as previously scheduled who was not given prior notice not to report due to lack of work for him and who is not put to work will receive four (4) hours of pay at their prevailing hourly rate. This payment is in lieu of not working and will not be paid if the team member is put to work. The Employer may call off the team member by telephone up to twenty-four (24) hours prior to the team member's start time. A telephone call or text to the team member's designated telephone number on file in Human Resources is sufficient notice.

B. A team member who reports for work as directed or as previously scheduled who is not given advance notice not to report due to lack of work for him but who is put to work in lieu of the four (4) hours specified in sub-Article (A) above, will be allowed to work four (4) hours. The work assigned to the affected team member will not operate to reduce the work schedule of the other team members. However, if a team member who is not given prior notice to report but is put to work requests that he be released from work early, or if, on request of the Employer, the team member voluntarily agrees to leave work before the end of his shift, then the team member will be paid only for the hours actually worked. Team members who are put to work in lieu of being paid four hours will be given work in the classification they are assigned or paid the rate of a higher classification if work is assigned in a higher classification. Team members will not be assigned special cleaning projects to fulfill their four-hour minimum pay unless the assignment is related to their primary classification. Team members will not be asked to work to fulfill the four-hour minimum pay in the case of meetings or training.

C. No pay specified in this Article will be paid to a team member if work is not available, or if work is curtailed prior to the end of the shift due to conditions beyond the control of the Employer, including, but not limited to, fire, flood, hurricane, acts of God, acts of war, civil disturbances, picketing, threats of harm, unexpected

cancellations, or by order of The Greater Columbus Convention Center.

D. In any event, a team member will not be paid under this Article if he is in fact advised not to report in, as set forth in 7.3A above.

E. Team members attending mandatory meetings and trainings will receive pay at the minimum wage rate for such attendance during the meetings or training.

7.4 Excuse for Illness. In the event that a team member incurs an occupational injury or illness, and the Employer excuses the team member from further work on that day, he shall be paid the balance of his scheduled straight time or overtime shift.

7.5 Temporary Team members. The Employer and the Union agree that it is desirable and proper to maintain the integrity of the existing bargaining unit. However, if qualified help is not available, the Employer may hire temporary workers on an emergency basis from any available source for the purpose of maintaining normal services. Such temporary team members shall not be covered by the terms of the CBA.

7.6 Split Shifts: The Employer will not schedule team members to work split shifts unless necessary to complete a 35-hour work week or by mutual agreement of the Employer and the team member.

7.7 Call-in Procedures: If additional team members are needed to be called in due to unexpected changes in business levels or call-offs of other team members, the Employer will call in team members by seniority.

7.8 Cross Training: Team members may participate in training or cross classification work for multiple positions. When work is not available in a team member's primary classification, they will be scheduled for cross classification work based on their stated preferences and house seniority as long as they are qualified to perform the work to Levy Standard. Team members who work cross classification, will receive their primary classification wage rate or the cross-classification rate whichever is higher.

ARTICLE 8. MANAGEMENT RIGHTS

8.1 The Employer has the sole right to manage its business, establish all standards of performance, establish reasonable rules and regulations, and make all business decisions except as expressly abridged by provisions of this Agreement. Employer's management rights shall include, but not be limited to: (a) the sole right to direct, control and discipline the team members, including the right to layoff, promote

and transfer, provided that no such action shall be taken because of the team member's Union activities or affiliation, (b) The right to determine the size and appropriate staffing levels of the workforce for all events and other job assignments; (c) The right to assign team members to any desired location consistent with this Agreement; (d) The right to transfer and assign team members from one location to another solely within the bargaining unit; (e) The right to set the starting times for all team members depending upon the type of events or functions and/or the starting times of the events or functions; (f) The right to create and change job duties, activities and classifications, provided, however, the Employer provides advance notice and an opportunity for the parties to negotiate over new jobs, classifications, or significant changes and over the wage rate (subject to arbitration); (g) The right to require team members to work outside their customary job duties or classifications in the event of an emergency or in order to meet its reasonably unforeseen business needs; (h) The right to determine the scope of its business, including the right to expand, consolidate, or terminate its operations, and the right to lay off team members or add jobs as management, in its sole discretion, may determine necessary; this right includes the right to close its operations at the Facility immediately if the Employer loses its right to provide food services there; (i) The right to staff and assign work in accordance with the terms of Agreement and thus the Union will bear the burden of establishing that an unreasonable workload exists; U) the right to test team members for drugs and alcohol "for cause" and instances where the team member is involved in any accident or injury while at work or on the premises of the job; and (k) the right to discipline team members who use or exploit their connection with the Employer in outside or personal business activities (not including reference checks).

ARTICLE 9. DISCHARGES

9.1 Just Cause and Progressive Discipline: It is the policy of the Employer to base the discharge of a non-probationary team member on just cause. The sole right to discipline and discharge a team member for just cause is retained by the Employer. The Employer will endeavor to use progressive discipline for all offenses except as set forth in Article 9.4 below.

9.2 Work Standard: It is understood between the parties that all work shall be in compliance with the Levy Standard. Consistent poor work not up to the Levy Standard shall subject the team member performing such work to discipline up to and including discharge.

9.3 Rules and Regulations: The Employer shall have the right to adopt and put into effect reasonable rules and regulations, including, but not limited to, rules that enable the team members to meet the Levy Standard and rules and regulations established by the Facility. A team member may be disciplined (up to and including discharge) for misconduct or breach of the Employer's rules and regulations.

9.4 Serious Offenses: Certain offenses are considered so serious that a team member may, at the discretion of the Employer, be discharged immediately without progressive discipline. A non-exhaustive, but illustrative list of examples of such offenses include, but are not limited to, the following: (a) insulting, arguing with, being discourteous or using profane language to or in the presence of a guest, or confronting guests about tips; (b) fighting or threatening; (c) material dishonesty or material falsification of any records; (d) using, in possession of or being under the influence of illegal drugs or alcoholic beverage upon reporting to work, during working hours, or in the Employer's non-public work areas at any time, or any violation of the Employer's drug free workplace program; (e) conviction or a plea of guilty occurring after ratification of this Agreement to any job-related felony (which shall include any felonies involving violence or drug trafficking) or job related misdemeanor other than minor traffic offenses; (f) theft, unauthorized use, or misappropriation of the property of the Facility, the Employer or a user of the Facility; (g) repeatedly, intentionally or recklessly damaging, abusing, misusing or destroying the property of the Employer, the building owner, other team members or guests, or causing bodily injury to a fellow team member or guest; (h) gambling or sleeping while on duty; (i) willful insubordination or refusing to obey a directive of a supervisor; (j) refusal to participate in or permit inspection of team member lockers, packages being removed from either the Employer controlled areas or from the Facility, purses or other personal effects, provided that a Union steward will be present when available during routine or scheduled inspections and, in the event of a steward's unavailability, two witnesses, one of whom shall be a member of the Union shall be present; (k) failing to promptly report any accident, injury, illness, or unsafe condition, defective equipment or damage to company property to management; (l) knowingly serving inedible, unsanitary or unsafe food; (m) improperly giving away Employer property, including, but not limited to, equipment, supplies or product without prior written authorization from his/her supervisor or knowingly pouring or serving drinks for anyone other than a paying customer, except as part of his/her responsibility; (n) making false or malicious statements concerning the Facility, the Employer or its products at work or that causes damage to the Facility or the Employer; (o) refusing to participate and cooperate in the investigation of any accidents, theft or other incidents of misconduct on Employer property provided, however, no team member shall be required to incriminate themselves and shop stewards shall have all rights afforded them under the NLRA; (p) violating applicable equal opportunity and/or racial or sexual harassment laws; (q) leaving the premises while on duty (except as required by one's job) without prior approval from his/her supervisor or leaving the workplace or performing personal work on Employer time without the permission of his/her supervisor; (r) having firearms, explosives or other weapons of any kind in the Employer premises; and (s) other offenses which constitute just cause.

9.5 Drug and Alcohol Policy: 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, the employer must require that its work be performed by employees who do not use illegal drugs or misuse legal drugs or alcohol. For purposes of this agreement, the term "drugs" shall include both drugs and alcohol, as appropriate.

The Employer may implement its standard drug and alcohol testing policy during or prior to employment.

In the event an employee is discovered to have an alcohol or substance abuse problem during his or her employment, such individual will be given the 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 their alcohol or substance abuse problem before he or she violates the Employer's work rules. If 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.

9.6 SECRET SHOPPERS. The Union recognizes that the Employer may utilize "secret shoppers" or similar investigators in its operations. The Employers primary purpose for using "secret shoppers" or similar investigators is to ensure quality customer service, that proper procedure is being followed in cash handling, to ensure compliance with Responsible Alcohol Service policies and requirements and the integrity of transactions.

The Union and the Employer agree on the following rules for the Employer's use of shoppers and shopper reports:

{a) Team Members shall be informed during their training of the Employer's use of shoppers. Team Members shall also be informed of and acknowledge rules regarding the use of shoppers and of shopper reports via an annual acknowledgement form provided by the Employer.

{b) "Shoppers" shall be specifically trained to monitor team member compliance with the Employer's policies and procedures. The Employer shall not utilize shoppers which receive an additional fee for generating reports finding non-compliance.

(c) Shoppers shall provide factual reports of their observations of customer service situations and cash handling transactions. Shoppers shall not use methods which would intimidate employees.

{d) Team Members shall be shown copies of any shopper reports which are relied upon for their potential discipline.

(e) When shopper reports are generated for issues related to employee discipline, the Employer shall provide copies of the reports, specific to that team member, to the Union without any deletions.

(f) Evidence of non-compliance may include shopper reports, witness statements, and/or video/audio.

(g) Secret shoppers will prepare written reports of their observations and may utilize "cameras" such as button cams, cell phone cameras and any other recording devices using video and/or audio shall follow the below parameters:

(h) Such transactions that will be used in disciplinary action shall show the whole video and not be spliced or turned off at any point.

(i) Audio and video shall only be used if the employer has the employee acknowledge these rules via an annual acknowledgement form provided by the Employer stating that they are aware secret shoppers can use audio on their "secret shops".

9.7 Call Out Procedure: Team members may receive discipline for failing to call off for their scheduled shift at least four (4) hours prior to their scheduled shift or at least two (2) hours prior to a breakfast shift (shift that starts prior to 8am), unless the team member can show by clear and convincing evidence why they could not call.

9.8 Warning Notices: Discipline notices and suspensions are null and void for future discipline after a period of twelve (12) months provided the team member has a clean record for the twelve (12) months.

ARTICLE 10. GRIEVANCE PROCEDURE AND GRIEVANCE MEDIATION

10.1 General: The Union and the Employer recognize their mutual responsibility for the prompt and orderly disposition of grievances of team members that arise under this Agreement. To this end, the Union, the team members and the Employer agree that the provisions of this Article shall provide the means of settlement of all grievances of team members. The parties also recognize the right of both the Union and Employer to initiate grievances.

10.2 Grievance Definition: A grievance is defined to be any question or controversy between the Employer and one or more of its team members of the union, or the Union itself as to the interpretation or application of, or compliance with, the terms of this agreement or any matter involving wages, hours, team member discipline, working conditions, etc.

10.3 Steps: The failure to follow the procedures and steps outlined or the failure to follow the time limits within which certain acts may be done or the expiration

of any such time limits, shall be an absolute bar to further processing of grievances or the arbitrations thereof. Claims of an alleged violation of the terms and/or provisions of this Agreement shall not be considered unless one of the parties hereto notifies the other of such violation within seven (7) days of the alleged violation. Waivers of any such procedures or time limits must be in writing and signed by the Parties. If the Employer fails to abide by the time limits herein, the Union shall have the right to process the grievance to the next step of the procedure, as if the Employer had complied with the time limits.

Step 1. Discuss with supervisor: A team member having a grievance may take it up with the supervisor or with his/her Shop Steward and supervisor within seven (7) days of the alleged violation or knowledge of violation. Recognizing the value and importance of full discussion in eliminating misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion.

Step 2. Reduce to writing; Employer replies in writing: If the matter is not disposed of in the discussion with the supervisor during Step 1, within ten (10) calendar days thereafter, the grievance shall (a) be reduced to writing, (b) to the degree possible, set forth the issues and (c) be presented to the Human Resources representative. The Human Resources representative will provide a written answer within ten (10) calendar days from the date the grievance was presented to the Human Resources representative in writing. All grievances Initiated by the Employer shall commence with Step 2.

Step 3. Discussion: If the matter is not settled in the Step 2 procedure, it shall then be presented to both a Union staff representative and the General Manager or the designated representative to discuss within the next fourteen (14) calendar days. The General Manager or the designated representative will issue a written decision within seven (7) calendar days of the meeting.

Step 4. Mediation: Prior to the grievance being submitted to arbitration, the Union and the Employer may, by mutual agreement, file a written request for a Grievance Mediation hearing. If the written request for a Grievance Mediation hearing is not filed within fourteen (14) calendar days after the General Manager or the designated representative issues the written decision in response to Step 3, the option to pursue Grievance Mediation shall be considered waived. The Grievance Mediation shall be held within thirty (30) calendar days of the written request. The Grievance Mediation shall consist of at least one (1) management representative and at least one (1) union representative plus a neutral mediator who shall act as Chairman and who shall mediate the dispute in an attempt to have the parties reach a settlement. In the event the parties cannot agree upon a mediator, either the Union or the Company, or both may apply to the Federal Mediation and Conciliation Service to submit a list of five (5) names. Each party shall strike one name from said list until one name shall remain. The parties shall alternate in striking the list, beginning with the Employer on the first

occurrence. The person whose name is not stricken shall be the mediator. Such procedure shall apply in each case.

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 principal spokesperson; (3) Outside lawyers or consultants shall not participate in Grievance Mediation; (4) Any documents presented to the mediator shall be returned to the respective parties and the close 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 the 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 within twenty-four (24) hours of the mediation; (8) The mediator shall state the grounds for his/her advisory decision; (9) The Grievance Mediation shall have no power to alter or amend the terms of the Collective Bargaining Agreement; and (10) the cost of the mediator, if any, shall be split between the Employer and the Union.

In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between these parties may serve as an arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation hearing may be used against them at arbitration.

As an alternative, by mutual agreement in advance of the Grievance Mediation hearing, the neutral third (3rd) person may be designated a mediator/arbitrator who will attempt to mediate the dispute. In the event a mediated settlement cannot be reached, the decision of the mediator/arbitrator shall be binding on both parties.

Step 5. Arbitration: If the union or the Employer desires to arbitrate the grievance after having been fully processed according to the provisions of this contract, it shall be submitted to arbitration as follows:

1. Within thirty (30) calendar days after the Step 3 meeting or the result of the Step 4 Grievance Mediation (if applicable), the Union shall notify the Employer in writing of its intention to submit the grievance to arbitration. In the event that the Union fails to so notify the Employer within thirty (30) calendar days as required, arbitration of the grievance will be waived, and the grievance shall not be considered further.

2. The parties shall attempt to agree upon an arbitrator within (5) working days of the delivery of the request for arbitration. If the parties fail to reach

agreement on the selection of an arbitrator within said five (5) day period, the party referring the matter to arbitration shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) names for consideration as arbitrator. The parties shall alternately strike one name from the list of the proposed arbitrators and the last remaining name shall be that of the arbitrator. The parties shall alternate striking first, with the Employer striking first for the initial arbitration. The arbitrator so selected shall meet with the respective parties as soon as practicable following his appointment and shall render his decision in writing within thirty (30) days of such hearing. The arbitrator shall be specifically limited to determining issues involving the interpretation or application of the terms of this Agreement (including the Appendices hereto) and shall have no authority to add to or subtract from or change existing wage rates or any of the other terms of this Agreement. The award of the arbitrator shall be final, binding and conclusive on all parties.

10.4 Expenses. Each party shall bear its own expenses with respect to preparation and presentation of the matter to the arbitrator. The expenses incident to the arbitration including the arbitrator's fee and cost of any transcripts of the record the arbitrator may require shall be shared equally by the parties.

10.5 Expedited Arbitration. The parties may, by mutual agreement, request expedited arbitration. In an expedited arbitration proceeding, both parties shall waive their rights to submission of any briefs and stenographic recordings. The arbitration proceedings must be continuous to a conclusion. The arbitrator must render a bench decision immediately following the close of the hearing, followed by a written decision within seven (7) days of the close of the hearing.

Any individual suspension or discharge case may, by mutual agreement, be submitted to expedited arbitration whereby both parties shall waive their rights to the submission of any briefs or stenographic recordings. The arbitrator shall issue a decision within twenty-four (24) hours following the close of the hearing, followed by a written decision within seven (7) calendar days of the close of the hearing.

10.6 Retroactivity. No grievance adjustment or arbitration award under any circumstances including claims for payment of any additional compensation or sums under the terms of this Agreement for all forms of overtime, uniform allowances and meals shall be retroactive for more than sixty (60) calendar days prior to filing the grievance.

ARTICLE 11. NO STRIKE OR LOCKOUTS

11.1 There shall be no strikes, sympathy strikes or other interference with or impeding of the work or business of the Employer by the Union or the team members, and no lockout by the Employer during the term of this Agreement.

The refusal of any team member to cross a primary labor picket line authorized and/or ratified by Local 24 and the UNITE HERE International Union shall not be grounds for discharge or disciplinary action.

ARTICLE 12. MEALS, PAID BREAKS, BREAK ROOM and BULLETIN BOARD

12.1 The employer shall provide a wholesome meal at no cost to the team member for each five (5) hours worked.

12.2 Team members working at least five (5) hours may take a thirty (30) minute, paid meal break, no meal break is allowed if a team member works less than five (5) hours per day. Team members that are scheduled to work prior to 8:00 a.m. will receive a breakfast snack. Team members that are scheduled to work more than ten (10) hours will also receive a second paid meal break. The Employer may, in its discretion, stagger and schedule meal breaks as necessary to accommodate its business needs; however, the Employer will make a good faith effort to honor team member requests to take meal breaks at particular times. Team members that exceed the allotted times for breaks and meal periods will be subject to progressive discipline. Where a team member has earned a paid meal break, as detailed above, the Employer agrees that it will provide such team member with a meal that is similar or comparable to the guest meal served and will be fresh, wholesome and varied.

12.3 The Employer shall provide a break room for the team members.

12.4 Team members will receive a fifteen (15) minute paid rest break for every four hours worked.

12.5 A bulletin board will be provided in the cafeteria for the Union.

ARTICLE 13. UNIFORMS

13.1 Team members shall provide, at their expense, black shoes with verifiable slip resistant soles, black socks, a t-shirt and black pants which meet the specifications required by the employer. Team members are responsible for laundering and maintaining their shoes, shirts, socks and pants at their own expense, and for complying with all work rules relating to grooming, personal appearance on the job.

13.2 When a specific uniform is required such as a Chef Coat, Apron or Uniform Shirt, they will be provided by the employer. Regular employees may choose to receive and keep two (2) personal uniforms annually and will be responsible for laundering and maintaining personal uniforms. Other team members will be provided a

temporary uniform at the beginning of their shift. The Employer will be responsible for laundering and maintaining temporary uniforms. All temporary uniforms will be returned to the Employer at the end of the shift, the end of employment or upon a uniform change. Team members will be required to sign for receipt of uniform and agree to return or have the cost of their unreturned uniforms deducted from their paycheck.

13.3 It is recognized that the Employer may make and enforce rules relating to the personal appearance, grooming, and dress of the Team members. Such rules may be amended from time to time.

ARTICLE 14. OVERTIME

14.1 Overtime shall be paid at the following rates: One and one-half (1 ½) times the team member's rate of pay for all hours worked in excess of eight (8) hours in a workday or forty (40) hours in the work week.

14.2 When two or more types of overtime or premiums are applicable to the same hours of work, only the higher of such payments shall be paid. In no case shall overtime or premium payment be duplicated or pyramided.

14.3 There is no guarantee of overtime. Any available overtime will only be scheduled after all classified team members have exhausted their straight time opportunities.

14.4 Overtime shall be offered according to seniority. Once a classification has been filled according to seniority and the need for more help exists in that classification, Management shall offer the work to team members according to seniority from other classifications, providing that the team member meets the necessary qualifications to perform the job.

ARTICLE 15. WAGES, GRATUITIES AND SERVICE CHARGE

15.1 Wage Rates. The wage rates to be paid by the Employer to team members shall be as set forth hereunder.

Department / Classification	Ratification	Wage Increases		
		1.1.2026	1.1.2027	1.1.2028
		\$1.00	\$0.75	\$1.00
Restaurants & Cafés				
Barista Lead	\$22.00	\$23.00	\$23.75	24.75
Barista	\$17.00	\$18.00	\$18.75	19.75
Cashier	\$17.00	\$18.00	\$18.75	19.75
Runner	\$17.50	\$18.50	\$19.25	20.25
Group Sales				
Bartender	\$18.00	\$19.00	\$19.75	20.75
Captain, Catering	\$20.00	\$21.00	\$21.75	22.75
Waiter/Waitress	\$17.00	\$18.00	\$18.75	19.75
BOH				
Culinary Lead	\$20.00	\$21.00	\$21.75	22.75
Cook	\$18.00	\$19.00	\$19.75	20.75
Cook, Prep	\$17.00	\$18.00	\$18.75	19.75
Warehouse Lead	\$20.00	\$21.00	\$21.75	22.75
Warehouse	\$17.50	\$18.50	\$19.25	20.25
Steward	\$17.00	\$18.00	\$18.75	19.75

- *No employee covered by this agreement shall suffer any reduction in pay as a result of this collective bargaining agreement.*

15.2 Tips and Gratuities: All gratuities received by Team members directly from patrons shall be the property of the individual.

15.3 Service Charge: All service charges and other similar mandatory charges imposed by the Employer upon customers at the Facility shall be retained by, and remain the property of, the employer.

15.4 Minimum Wage Rates: It is hereby agreed that wages specified in this agreement shall be regarded as minimum wages. Nothing contained in this agreement is to be interpreted to forbid or prevent the rewarding of meritorious service by individual team members by incentive pay or rates of wages in excess of the minimum.

15.5 Team members shall be paid bi-weekly: There shall be no unreasonable delay in the payment of wages on payday. When payday falls on a recognized holiday, the day preceding the holiday shall be considered as payday. The Employer agrees to furnish to each team member, at the time of payment of wages, an itemized statement in writing showing gross wages paid and all deductions from such wages.

15.6 Tip Solicitation: Solicitation is not permitted and may be subject to disciplinary action up to and including termination. Solicitation, for example, but not limited to, may be defined as verbal, visual, physical /gestures, tip cups, salting.

ARTICLE 16 HOLIDAYS

16.1 Holidays. When an eligible team member works on any of the following holidays, he/she shall receive payment at the rate of time and one-half (1.5 %) for such holiday work.

New Years Day	4th of July
Martin Luther King Day	Labor Day
Easter Sunday	Thanksgiving Day
Juneteenth	Christmas Day

16.2 Eligibility. For purposes of holiday pay, all team members are eligible for holiday pay when a contractual holiday is worked.

16.3 Personal Paid Time Off: All Full-Time team members as defined in Article 5, will receive PTO based on the following schedule:

After one (1) year of employment	5 days PTO
After two (2) years of employment	10 days PTO
After six (6) years of employment	15 days PTO
After ten (10) years of employment	20 day PTO

PTO time will be received or renewed each January 1st for Full-Time team members as defined in Article 5 based on the chart above.

Each week of PTO is equal to the average number of hours worked in the last benefit measurement period up to 40 hours per week. PTO must be taken in four (4) hour increments. Any earned PTO time not taken by the team member during the year, will be paid out on the last pay period of the calendar year. Upon the termination of a team member for any reason other than theft, earned, unused PTO time will be paid out on the next regularly scheduled pay period. PTO days will not be considered as time worked for purposes of calculating overtime for the week in which the PTO time was taken.

Team members on an approved Leave of Absence may not use PTO time to extend an approved leave of absence; however, they may use PTO time concurrently with the leave for purposes of receiving pay.

ARTICLE 17. LEAVES OF ABSENCE

17.1 Military Leave: A military leave of absence without pay shall be granted in accordance with state and federal law, including the Uniformed Services Employment and Reemployment Rights Act.

17.2 Family Care Leave of Absence: Leave of absence without pay shall be granted in accordance with state or federal law, including the Family and Medical Leave Act.

17.3 Personal Leave of Absence: A team member may be granted personal leave of absence without pay for up to ninety (90) days at the Employer's sole discretion upon written application. A leave of absence shall not be granted during busy seasons except where it is an absolute necessity as determined by the Employer. A leave of absence shall not be granted for taking another job.

17.4 Return from a Leave of Absence: Upon return from an approved leave of absence, a team member shall be returned to the position he/she previously held in accordance with the team member's seniority prior to the leave.

17.5 Union Business Leave of Absence: Team members hereinafter elected or appointed to a full-time Union position may be granted an unpaid leave of absence or a team member may be granted an unpaid leave of absence for other Union business without loss of seniority, but also without accumulating seniority during the period of the leave of absence. Leaves of absence for Union business shall not exceed one (1) year.

17.6 Jury Duty. Regular full-time team members who are subpoenaed for jury service on days they are scheduled to work shall be paid for time lost as a result of jury duty, the difference between their normal straight time hourly rate of pay and the pay received from any other source for such jury duty, for a maximum of ten (10) days in a calendar year. Such team members called for jury service shall notify the Employer immediately upon receipt of subpoena. Team members who are excused from jury service with sufficient time to report for all or part of their shift should report for work.

17.7 Bereavement Pay. All regular team members shall be entitled to bereavement pay in the event of a death in their immediate family. The immediate family includes the team member's father, mother, child, spouse, domestic partner, sister, brother, grandparent, mother-in-law, father-in-law, brother-in-law or sister-in-law. Bereavement pay shall be an amount up to two (2) days and an additional one (1) day if the team member attends the funeral, if the team member is scheduled to work. It is understood that the Employer shall have the right to require proof of death and of attendance at the funeral.

ARTICLE 18. REINSTATEMENT AFTER AN ACCIDENT/ILLNESS

18.1 If any team member shall become incapacitated for employment because of illness or accident arising from or out of the course of his employment, he shall be reinstated in such employment upon his having fully recovered from said incapacity as certified by a physician and provided that he returns to work within a reasonable time.

ARTICLE 19. IMMIGRATION

General Principles.

The Union and the Employer have a mutual interest in avoiding the termination of trained employees. Accordingly, to the extent not addressed by this Agreement, at the request of the Union, the Employer will meet and discuss issues related to compliance with the Immigration Reform and Control Act and any other current or future legislation, government rules or policies related to immigrants which impact bargaining unit employees.

Non-Discrimination.

The Employer shall not discipline, discharge, or discriminate against any employee because of national origin or immigration status, or because the employee is subject to immigration or deportation proceedings, except as required to comply with the law. An employee subject to immigration or deportation proceedings shall not be discharged because of pending immigration or deportation proceedings, so long as the employee is authorized to work in the United States. If the Employer is notified that an employee has been detained or incarcerated because of pending immigration or deportation proceedings, the Employer will place the employee on unpaid leave of absence for a period of twelve (12) months. If the employee is released and provides appropriate work authorization documentation within the twelve (12) month period, the employee will be returned to work without loss of seniority to his/her former job classification, displacing the least senior employee in that job classification. Employees on leave of absence under this Section shall not accrue vacation or other benefits during the leave of absence.

The Employer shall not take any adverse action against an employee because of changes to the employee's name or social security number, provided that the employee can provide acceptable proof of correct identity and is authorized to work in the United States.

Workplace Immigration Enforcement.

In order that the Union can take steps to protect the rights of its members, and unless it is legally prohibited from doing so, the Employer shall:

Notify the Union by electronic mail immediately, but no later than within twenty-four (24) hours of receipt, if it receives any type of search and/or arrest warrant,

administrative warrant, subpoena, or other request for documents from the Department of Homeland Security (DHS) that does not relate only to specific employees.

Unless objected to by the affected employee, notify the Union by electronic mail immediately, but no later than within twenty-four (24) hours of receipt of a search and/or arrest warrant, an administrative warrant or subpoena, or other request for documents from the Department of Homeland Security (DHS) that relate to specific employees.

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) regarding the DHS matter.

Refuse admittance to any agents of the DHS who do not possess a search and/or arrest warrant, administrative warrant, subpoena or other legal process signed by a federal judge or magistrate, unless the Employer is otherwise required by law to admit such persons.

Permit inspection of I-9 forms or documents other than the I-9 forms by DHS or DOL only after a minimum of three days' written notice or other such period of time as provided by law or where such inspection is otherwise in accordance with the provisions of this Section. The Employer also shall permit DHS to inspect I-9 forms only if and when compelled to do so by a valid written notice, arrest, search and/or administrative warrant, subpoena or other legal process, or as otherwise required by law. The Employer shall not provide documents other than the I-9 forms to the DHS for inspection or reveal to DHS the names, addresses or immigration status of any employees in the absence of a search warrant or subpoenas signed by a federal judge or magistrate or where otherwise required by law. If the Employer is issued a DHS administrative subpoena for documents other than I-9 forms, the Employer will work with the Union to ensure that the Company's response to the subpoena does not exceed that which is required by law.

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

If DHS notifies the Employer that certain employees do not appear to be authorized for employment, the Employer will provide the affected employees with the maximum amount of time permitted by law to present documents to establish employment authorization.

Re-Verification of Status.

The Employer shall not require or demand proof of citizenship or immigration status, except as required by 8 USC § 1324a or as otherwise required to do so to comply with the law. No employee employed continuously since November 6, 1986, or whose

circumstances constitute "continuing employment" as defined in 8 CFR § 274a.2(b)(1)(viii) shall be required to provide such proof.

The Employer shall not retain hard copies of employees' identity and work authorization documents.

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

Social Security Discrepancies.

Subject to the applicable law, in the event that the Employer receives notice from the Social Security Administration ("SSA") indicating that one or more of the bargaining unit 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 the SSA's records, or any other notice of a discrepancy with an employee's social security number, the Employer shall:

- (1) provide a copy of the notice to the employee and the Union upon receipt, unless objected to by the affected employee.
- (2) will not take any adverse action against any employee solely because of the receipt of a no-match letter or other discrepancy.
- (3) will not require that employees listed on the notice present a Social Security card for review, to complete a new Form I-9, or provide new or additional proof of work authorization solely because of the receipt of a no-match letter; and
- (4) not to contact the SSA or any other governmental agency solely because of a no-match letter from the SSA.

Leaves of Absence.

If the Employer determines that a post-introductory employee cannot or has not provided acceptable documentation of the employee's right to work in the United States, the Employer shall notify the Union by electronic mail. Upon the Union's request, the Employer shall meet with the Union to discuss the nature of the issue to see if a resolution can be reached. Whenever possible, the meeting shall take place before any action is taken by the Employer, provided, however, the Union acknowledges and agrees that the Employer may take any action which is required to ensure the Employer's compliance with all immigration and/or employment authorization statutes, laws, and regulations.

The Employer will provide an employee with a least sixty (60) days' notice that the documents provided by the employee demonstrating work authorization are scheduled to expire and that the employee will need to re-verify their 1-9 documentation and provide valid evidence of continued work authorization. Such notice will be provided to an employee in writing.

Upon request, employees shall be released for up to five (5) unpaid working days during the term of this Agreement to attend U.S. Citizenship and Immigration Service ("USCIS") proceedings and any related matters for the employee only. The Employer may request verification of such absence.

The Employer shall grant a leave of absence of up to five (5) years to any non-probationary employee who has lost work authorization status solely because of change in DACA, DAPA, or TPS Status. If the employee obtains appropriate work authorization within the five-year period, the employee must provide documentation of the work authorization and return to work within six (6) months after obtaining it or forfeit the leave provided in this subsection. The reinstated employee will displace the least senior employee in the employee's former job classification. An employee will not accrue vacation, or the other benefits based upon particular plan policies during such absence.

Paid Citizenship Holiday.

On the day that any employee is sworn in as a United States citizen, the employee will be excused from work and will be compensated for all lost time at the same rate used for holiday pay.

Seniority for Immigration Related Issues.

In the event that an employee does not provide adequate proof that he/she is authorized to work in the United States following his/her probationary or introductory period, and his/her employment is terminated for this reason, or if an employee is given the choice and chooses to resign in lieu of being terminated for the foregoing reason, the Employer agrees to immediately reinstate the employee to his/her 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 twelve (12) months from the date of termination. If the employee produces proper work authorization within ninety (90) days of the date of termination or resignation in lieu of termination for not providing adequate proof that he/she is authorized to work in the United States following his/her probationary or introductory period, the employee shall be immediately reinstated to his/her former shift and station, without loss of prior seniority.

If the employee needs additional time to obtain his 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 eighteen (18) additional months. The parties agree that such employees would be subject to a probationary period in this event.

The Employer will furnish a personalized letter stating the employee's rights and obligations under this Section to any employee terminated or who resigned in lieu of termination because he/she has not provided adequate proof he/she is authorized to work in the United States.

Limited-English Proficient Workers.

While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their choice when speaking amongst themselves during work hours, provided that such conversations are conducted in a manner that is respectful of guests and other employees and is consistent with quality guest service.

Upon request of the employee, the Employer shall provide interpreters from its staff, where such staff is available, for employees not fluent in English during any investigative interview that may lead to discipline or discharge. Where the Employer is unable to so provide an interpreter, the Union may provide an interpreter. If an interpreter is not readily available, timelines for issuance of the disciplinary or discharge notice shall automatically be tolled until an appropriate interpreter is available. If an interpreter is not readily available, timeliness for issuance of the disciplinary or discharge notice shall automatically be tolled until an appropriate interpreter is available.

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 1-9 forms or personnel records.

Federal Contracts.

If the Employer enters into a federal contract that requires the use of E-Verify for non-probationary employees, the Employer will work with the Union to ensure that the scope of the E-Verify use does not exceed that which is required by law.

Management Training.

The Employer shall train all managers and supervisors on this section within sixty (60) days of agreement to its terms, and thereafter within six (6) months of hiring any new manager or supervisor.

ARTICLE 20. CHANGES BY LAW

20.1 During the term of this Agreement, if hours, wages or working conditions prescribed herein should be revised by law for the benefit of the team

members, such revision shall become at once operative as though the same was included in this Agreement, and any conflicting provisions herein shall be superseded.

20.2 If any Article or Article of this Agreement is found to be invalid by operation of law or by any tribunal of competent jurisdiction during the life of this Agreement, then the Article or Article shall be null and void; however, all unaffected parts of the Agreement shall remain in full force and effect. Upon request of either the Union or the Company, the parties shall enter collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Article during the period of invalidity or restraint.

ARTICLE 21. 401K PLAN

21.1 Employees may be eligible to participate in the Compass Group Retirement Plan, subject to and according to all of the terms, conditions, rules, and provisions of the governing plan document, which may be unilaterally changed, amended and/or terminated at any time by the Board of Directors of Compass Group USA, Inc. (or its delegate) in its sole discretion, without bargaining with the Union over its decision to take action.

ARTICLE 22 UNITE HERE RETIREMENT FUND

22.1 The Employer agrees to become a participating employer in the Adjustable Plan ("Adjustable Plan") of the UNITE HERE Retirement Fund ("Fund"), effective December 1, 2028.

Effective January 1, 2029, the Employer agrees to contribute to the Fund for each employee covered by this Agreement the sums listed below for participation in the Adjustable Plan. Contributions shall be due monthly for each hour compensated for all payroll weeks ending in the prior month for the purpose of providing pension benefits under the Adjustable Plan or such new, merged or consolidated plan(s) as may be adopted by the Trustees. Said monthly contributions, together with a report of the employee data required by the Fund, on the format prescribed by the Fund, shall be furnished to the Fund no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

The Employer will contribute to Fund at the following hourly/daily/weekly/monthly rates: Fifty cents (\$.50) per each hour paid.

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.

This Agreement shall not relieve the Employer from complying with any other requirements that have been or may be established by the Trustees for continued participation in the Fund upon execution of a collective bargaining agreement.

ARTICLE 23. HEALTH / WELFARE PLAN

23.1 Compass Group USA Employee Benefit Plan

Effective January 1, 2026, Employees and eligible dependents may be eligible to participate in the Bronze Plus Plan under the Employee Benefit Plan of the Compass Group USA, Inc. ("Employee Benefit Plan"), subject to and according to all of the terms, conditions, rules, and provisions of the governing plan document, which may be unilaterally changed, amended, and/or terminated, in whole or in part, from time to time by the Board of Directors of Compass Group USA, Inc. (or its delegate) in its sole discretion, without bargaining with the Union over its decision to take action. By agreeing to participate in the Employee Benefit Plan, the Union agrees that any dispute, grievance, question, or controversy concerning the interpretation or application of the Employee Benefit Plan shall be determined and resolved in accordance with the procedures set forth in the governing plan document. Upon request from the Union, the Employer will bargain with respect to the effects of a decision to terminate the Employee Benefit Plan or to amend or modify the Employee Benefit Plan in a manner other than that described in [insert applicable section reference], and that might therefore have an adverse economic effect on the employees beyond what might have otherwise been anticipated by the parties.

23.2 UNITE HERE HEALTH

Section 1. Trust Language

Effective January 1, 2028, 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 ("FSP"), 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 for which contributions are to be made.

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.

Section 2. General Provisions

The Employer will begin making contributions to the Fund for all eligible employees upon the earlier of: (a) the first of the month following 90 days of employment or (b) completion of 1,020 hours of service.

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as an employee who qualifies for regular full -time status as defined in Article 5.

Section 3. Monthly Contributions

The employer will pay 100% of the cost for the employee and 75% of the cost for Single + Spouse, Single + Child(ren) and family for Gold Plus PPO Medical, Dental PPO and Vision.

Gold Plus PPO – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/28	To be determined			

Dental PPO – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/28	To be determined			

Vision – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
1/1/28	To be determined			

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 AD&D (\$30,000/\$30,000) – Monthly Rates

<u>Effective Date</u>	<u>Single</u>
1/1/28	To be determined

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 (\$400/up to 26 weeks) – Monthly Rates

<u>Effective Date</u>	<u>Single</u>
1/1/28	To be determined

Effective January 1, 2028, through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary for the above-mentioned options, 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 Standard

Section 4. Employee Co-premiums

Medical: Employer will pay 100 percent for single coverage. Employees will pay 25% for single + spouse; single + spouse; single + child(ren) and family coverage.

Dental: Employer will pay 100 percent for single. Employees will pay 25% for single + spouse; single + spouse; single + child(ren) and family coverage.

Vision: Employer will pay 100 percent for single coverage. Employees will pay 25% for single + spouse; single + child(ren) and family coverage.

The Employer will deduct the amounts listed above of said coverage contributions from employees' paychecks. The Employer will submit the entire contribution to the Fund monthly on behalf of all eligible employees.

Considering there is no employee co-premium for one or more levels of coverage, employees who do not enroll in coverage will automatically be enrolled in single coverage. The Employer agrees to remit contributions for all employees automatically enrolled.

ARTICLE 24. DURATION OF AGREEMENT

- 24.1 Term: October 3, 2025 – December 31, 2028
- 24.2 Ratification. This Agreement was ratified by a vote of the bargaining unit on October 3, 2025.

ARTICLE 25. SUCCESSORS AND ASSIGNS

It is expressly understood between the parties that should the Employer herein grant a lease, concession, transfer to sell its operation at the Convention Center to any other individuals or corporation, to the extent allowable by law, all of the terms and conditions of this Agreement, so far as they apply, must continue to be in effect and in full force and shall be binding upon heirs, executors, successors and assigns.

Levy Premium Foodservice
Limited Partnership

UNITE HERE, Local 24

By:

DocuSigned by:
Robert Ellis
069962AD348F4CS...

Name: Rob Ellis

Its: President of its General Partner

By:

Signed by:
Joe Daugherty
F772B490399F431...

Name: Joe Daugherty

Its: IU Organizer

EXHIBIT 1
COMPASS & UNITE HERE TECHNOLOGY AGREEMENT

EXHIBIT 6: 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 Chief People Office of Compass 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 Compass Group.

The President of UNITE HERE International Union and the Chief People Office of Compass Group 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 6-A) inserted into all of the Collective Bargaining Agreements between their respective Locals and the various Compass Group - USA divisions, as side letters. Exhibit 6-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. Compass agrees to accept a signed Joinder from any Local Union or Joint Board of UNITE HERE International Union 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 6-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.

The parties shall meet in a JLM to discuss modifications to the existing web portal and information needed for the Employer's initial notice regarding new technology under this Agreement.

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 6-A of this Agreement and subject to the exclusive control of the UNITE HERE and the Chief People Officer of Compass. 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 6-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. Such mediations can be conducted by Zoom or an equivalent platform if the parties mutually agree.
- d. The Mediation shall be governed by the following rules:
 1. Each party shall have one (1) principal spokesperson.
 2. Outside lawyers shall not participate in a Mediation.
 3. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing.
 4. 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.
 5. The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution.
 6. If no settlement is reached, the mediator shall provide the parties with an immediate advisory recommendation.
 7. The mediator shall state the grounds for his/her advisory recommendation.
 8. The Mediation shall have no power to alter or amend the terms of the Collective Bargaining Agreement.
 9. The cost of the mediator shall be split between Compass 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 Chief People Officer of Compass 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

This Agreement shall expire on May 31, 2026 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 three years. This Agreement may be modified or extended by mutual agreement by the President of UNITE HERE and the Chief People Officer of Compass.

EXHIBIT 6 -A: 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 Compass to implement Technological Change without providing the full Notice Period when necessitated by legitimate business circumstances, as defined below. When Exigent Circumstances apply, Compass 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, Compass 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 Compass 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, Compass 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 Compass 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, Compass 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 Compass 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 Compass 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 Compass Group 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 Compass 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.

- a) The parties may jointly choose to train JTC participants in interest-based problem solving.
- b) The parties may jointly agree to have the JTC meetings facilitated by the FMCS.
- c) Employees assigned to the JTC shall be paid their regular hourly rate for the time spent as a committee member on the JTC.
- d) 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.
- e) 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.

EXHIBIT 6 - B: PERMANENT ARBITRATION PANEL #PAP"

East Coast

Bonnie Weinstock

Jay Nadelbach

West Coast

Gary Axon

Barry Winograd

SIDE LETTER
OPPORTUNITIES FOR OHIOANS WITH DISABILITIES

The parties recognize and value the long-standing relationship with the Opportunities for Ohioans with Disabilities program. The parties further acknowledge that participation in this program may, at times, require reasonable modifications to the terms of this Agreement to accommodate program participants.

Accordingly, the parties agree that such participation shall not be considered a violation of the Collective Bargaining Agreement. In addition, any challenges or issues arising from participation in the program will be addressed through the Joint Labor-Management Process as the first step toward resolution.

**SIDE LETTER
RATIFICATION BONUS**

The parties agree that, upon ratification of this Agreement, the Employer shall provide a one-time ratification bonus to employees as follows:

- Regular Full-Time Employees: \$1,000.00
- Part-Time Employees: \$500.00

Payment of the ratification bonus will be made within 30 days following ratification of the Agreement, in accordance with standard payroll procedures and subject to applicable tax withholdings.