

UNITE**HERE!**

Agreement Between

COMPASS GROUP NORTH AMERICA

And

UNITE HERE INTERNATIONAL UNION

October 1, 2018 – December 31, 2023

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This AGREEMENT made and entered into, by and between Compass Group North America operating at Google buildings located in New York City, Santa Clara County, CA, Santa Cruz County, CA, San Mateo County, CA, Washtenaw County, MI, Alleghany County, PA, Detroit Metropolitan Area, Middlesex County, MA, Washington, DC Metropolitan Area, Multnomah County, OR, the Seattle Metropolitan Area, Cook County, IL and Ontario, Canada (hereinafter called the "Employer" or "Compass") and UNITE HERE International Union (hereinafter called the "Union").

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

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

ARTICLE 1 – RECOGNITION

Section 1. The Employer hereby recognizes the Union as the exclusive representative for collective bargaining negotiations concerning terms and conditions of employment for its full-time and regular part-time hourly food service employees in classifications listed in Paragraph 1 in respective Side Letters attached hereto, at Google Buildings in New York City, Santa Clara County, CA, Santa Cruz County, CA, San Mateo County, CA, Washtenaw County, MI, Alleghany County, PA, Detroit Metropolitan Area, Middlesex County, MA, Washington, DC Metropolitan Area, Multnomah County, OR, the Seattle Metropolitan Area, Cook County, IL and Ontario, Canada, provided that recognition of the Union as the collective bargaining representative of such employees at any new operation, within the geographic scope of the this Section, is conditioned on and shall occur when the Union demonstrates that it has been authorized by a majority of such employees to represent them for the purposes of collective bargaining. The method by which the Union may demonstrate majority support is set out in the Memorandum of Agreement attached as Exhibit C. Immediately upon recognition, the newly-represented employees shall be merged into the existing bargaining unit represented by the Union. The term "new operation" means an operation that is not located in the same building as an existing operation or connected to such a building by a bridge, tunnel or door; or in cities where the client has a campus, not on the same campus as an existing operation. The term "Employer" shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of the Employer covered by this Agreement, or one or more principal(s) of the Employer covered by this Agreement or a subsidiary of the Employer covered by this Agreement, or any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls the Employer covered by this Agreement.

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

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

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

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

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

Section 4. While the Ontario Units are covered by this collective bargaining agreement, the parties recognize employees working in Ontario as a separate and distinct bargaining unit for purposes of the Agreement and in accordance with the Voluntary Recognition Agreement between the parties. For greater clarity, upon recognition, the newly represented employees in Ontario shall not be merged into the existing bargaining unit represented by the Union under the Agreement.

ARTICLE 2 – DEFINITIONS

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

- Region – A group of geographically contiguous or related Campuses or Districts, as may be agreed upon by the parties as listed and will be updated in Exhibit B, that are covered by this Agreement with their own wage scale defined in Paragraph 1 of respective Side Letter.
- System – The entirety of the bargaining unit, including all Locales, Campuses, Districts and Regions.

ARTICLE 3 – COMPASS/UNITE HERE DISPUTE RESOLUTION PROCEDURE

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

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

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

- a. Regional Joint Labor Management Committee consisting of no more than seven (7) individuals from each party. The names of the committee members shall be submitted by each party to the other, in writing. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns and suggestions related to the operation, working conditions and the implementation of labor agreement, all with the aim of promoting better understanding between the parties. Meetings will be held every three (3) months. A written agenda shall be agreed to and established no less than one week in advance of the meeting. Meetings shall be regularly scheduled on published dates, during the first week of

every three (3) month segment. A joint written agenda shall be shared between the parties at least (3) business days in advance of the meeting and joint written minutes of the meeting shall be shared and available for use in the next meeting and shall be submitted jointly for review by the national JLMC every six (6) months or twice per year.

- b. Districts shall hold quarterly District Joint Labor Management Committee (“DJLMC”) meetings consisting of no more than five (5) individuals from each party. The names of the committee members shall be submitted by each party to the other, in writing. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns and suggestions related to the operation, working conditions and the implementation of the labor agreement, all with the aim of promoting better understanding between the parties. A written agenda shall be agreed to and established no less than one week in advance of the meeting. Meetings shall be regularly scheduled on published dates, during the first week of every three (3) month segment. A joint written agenda shall be shared between the parties at least (3) business days in advance of the meeting and joint written minutes of the meeting shall be shared and available for use in the next meeting and shall be submitted jointly for review by the RJLMC every three (3) months.
- c. Locales shall hold quarterly Unit Joint Labor Management Committee (“LJLMC”) meetings consisting of no more than three (3) individuals from each party. The names of the committee members shall be submitted by each party to the other, in writing. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns and suggestions related to the operation, working conditions and the implementation of the labor agreement, all with the aim of promoting better understanding between the parties. Meetings will be held every three (3) months. A written agenda shall be agreed to and established no less than one week in advance of the meeting. Meetings shall be regularly scheduled on published dates, during the first week of every three (3) month segment. A joint written agenda shall be shared between the parties at least (3) business days in advance of the meeting and joint written minutes of the meeting shall be shared and available for use in the next meeting and shall be submitted jointly for review to the SJLMC every six (6) months

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

Section 4. Any agreement reached by the RJLMC, DJLMC or LJLMC to alter, change or amend the Labor Agreement will become final and may be implemented only after it is

agreed to in writing by both the President of the Union and Compass's Chief People Officer.

Section 5. With 180 days of the ratification of this Agreement, the Federal Mediation and Conciliation Service (FMCS) will deliver mandatory training in interest-based problem solving to all JLMC participants. In addition, the parties agree to provide paid training on an ongoing basis and led by FMCS in (1) the grievance mediation process, (2) JLMCs and interest-based problem solving, (3) union representatives', stewards', supervisors', and managers' understanding of this dispute resolution process, of the labor contract and of the Compass/UNITE HERE relationship; and (4) the enforcement provisions of the Immigration, Diversity and Civil Rights Section of this Agreement (Article 5) annually and any other section that is jointly agreed.

LJLMC's shall set their own schedules for such trainings in a mutually agreeable timeline taking into account their own turn over and needs. However the JLMC and interest based problem solving training shall take place at no later than one hundred and twenty (120) days after ratification.

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

- a. The Parties agree that career ladders, job training, employment pipelines to good jobs and civil society programs are in the best interest of the Employer, Employees and the community. To that end the SJLMC will meet to discuss the concept of joining, a Training and Education Program through, for example a Taft-Hartley fund by the end of March 2021.
- b. The Parties agree to discuss a potential "cap" on the number of sick days that may be paid out at the end of the year, with the remaining sick days to be rolled over.

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

ARTICLE 4 – RESPECT & DIGNITY

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

ARTICLE 5 – IMMIGRATION, DIVERSITY AND CIVIL RIGHTS

Section 1. EMPLOYMENT AND EMPLOYMENT BACKGROUND CHECKS

- a. The Employer shall not condition the continued employment, transfer or promotion of any bargaining unit employee on a review of the employee's credit history or reports derived from the employee's credit information.
- b. The Employer will not inquire about, or require an employee, as a condition of continued employment, transfer, or promotion, to disclose or reveal, an arrest or criminal accusation that did not result in a conviction or that is not currently pending. The Employer may not obtain such information through application forms, interviews, or criminal history checks.
- c. The Parties agree that the above sections are agreed to provided that the above is consistent with any specific client/security requirements in order to obtain access to the facility.

Section 2. VOTING IN THE UNITED STATES

- a. Full-time employees who demonstrably lack sufficient time outside scheduled work hours to vote in local, state and federal elections may take up to two (2) hours off work with pay for this purpose. Paid time off will be provided at the beginning or end of the employee's regular shift as determined by their supervisor, whichever will allow for the most free time for voting and the least time off of work.
- b. Employees requiring time off must notify their supervisor two days before voting and must present a voter's receipt to their supervisor upon return to work from voting.

Section 3. IMMIGRATION RIGHTS IN THE UNITED STATES

- a. No employee covered by this Agreement will experience a loss of seniority, compensation, or benefits due to the submission of legally documented changes in their name and/or social security number. The Employer shall not take action against any employee solely because the employee is subject to an immigration proceeding where the employee is otherwise permitted to work.

- b. In the event that an employee has a problem with their right to work in the United States after completing their introductory or probationary period, the Employer shall notify the Union in writing prior to taking any action. Upon the Union's request received by the Employer within forty-eight (48) hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.

- c. Seniority for Immigration Related Issues. In the event that an employee does not provide adequate proof that they are authorized to work in the United States and their employment is terminated for this reason after completion of their probationary or introductory period, the Employer agrees to immediately reinstate the employee, without back pay, to their former position, without loss of prior seniority (but seniority does not continue to accrue during the period of termination) upon the employee providing proper work authorization within twenty-four (24) months from the date of termination so long as the employee has enough seniority and the ability to perform the position and the position still exists.

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

- d. Social Security No-Match Letters. In the event that the Employer receives notice from the Social Security Administration ("SSA") that one or more of the employee names and Social Security numbers ("SSN") that the Employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with SSA's records, the Employer agrees to the following:
 - 1. The Employer agrees that it will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the receipt of a no-match letter,

 - 2. The Employer agrees that it will not, unless required by law, require employees listed on the notice to bring in a copy of their Social Security card for the Employer's review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status, solely as a result of the receipt of a no- match letter, and

 - 3. The Employer agrees not to contact the SSA or any other governmental agency, solely as a result of receiving a no-match from the SSA, unless required by law or if the response is to correct apparent incorrect information (i.e. misspellings, transposed numbers, etc.)

- e. Workplace Immigration Enforcement. The Employer shall, unless objected to by the affected employee, notify a representative of the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration, or is contacted by the Department of Homeland Security (DHS) related to the immigration status of an employee covered by this Agreement or if a search and/or arrest warrant, administrative warrant, subpoena, or other request for documents is presented in order that the Union can take steps to protect the rights of its members. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) in regard to the DHS matter.

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

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

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

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

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

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

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

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

- h. Unpaid Leave. Upon request, employees shall be released for a total of five (5) unpaid working days during the term of this Agreement in order to attend Bureau of Citizenship and Immigration Services (BCIS) proceedings and any related matters for the employee only. The Employer may request verification of such absence.
- i. Legality. The Union and the Employer agree that this Agreement shall not be interpreted to cause or require the Employer to violate IRCA, 8 USC §1324a or any other applicable law. Except as required by law the Employer agrees not to permit any private or public entity to conduct an audit or inspection of its I-9 forms or personnel records.

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

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

Section 4. ETHNIC DIVERSITY AND CULTURAL ISSUES

- a. The parties recognize that recent immigrant workers are employed by the Employer and are a vital element to the success of the facility. While English is the language of the workplace, employees have the right to use the language of their choice among themselves or in responding to customers who address them in a language other than English. Both the Employer and employees must be sensitive to excluding supervisors, co-workers and customers from understanding the subject of conversation when speaking in the presence of others who do not understand the language they are using.
- b. The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English. The Employer agrees it will, within a reasonable period of time, provide training materials, program announcements, and bulletin board notices where practical, to communicate in any language principally spoken by at least ten (10%) percent or more of its employees in the regional unit.
- c. Where there is a communication difficulty with a particular employee, on request the Employer will provide an employee translator/interpreter chosen by the employee to facilitate communications so long as:
 - 1. The employee is on the premises at the time requested or will be available within twenty-four (24) hours, in which case the meeting will be held at that time;

2. The employee translates/interprets the communication of both sides so that there is full understanding by both parties of the verbal exchange;
 3. Said employee translator /interpreter may be the union steward who shall function both as translator/interpreter for both parties and representative of the union; and
 4. If the employee translator/interpreter is not the steward, they shall translate/interpret for both sides but shall not function in the role of steward.
- d. Commitment. The Employer is committed to a diverse workforce, consistent with and practicing equal employment opportunity and engaging in affirmative efforts to maintain an environment that supports and encourages the contribution of all employees. The parties will strive to achieve a workplace environment respectful of the diverse cultures of the workforce. The Employer and Union are proud of the diversity of the workforce and the benefits that diversity brings to the industry.

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

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

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

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

ARTICLE 6 – PARENTAL LEAVE, PREGNANCY, AND LACTATION

Section 1. In the United States, the Employer shall provide to all employees, with at least six (6) months of seniority, two (2) weeks of paid parental leave to help provide additional time to bond and connect with a newborn or legally adopted child.

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

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

Workplace Reasonable Accommodations.

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

ARTICLE 7 – NON-DISCRIMINATION AND HARASSMENT

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

Section 2. Sexual and other Forms of Harassment

Harassment will not be tolerated. Harassment for the purpose of this article includes but is not limited to, abusive or threatening language, conduct creating a hostile work environment, and sexual harassment.

Sexual harassment is also considered a form of sexual discrimination. No employee shall be subject to sexual harassment in the workplace. This shall include sexual harassment because of a person's sexual preference.

In this spirit a statement of policy and commitment to this principle will prevail in all work areas. The Employer will take all reasonable steps to eliminate sexual harassment from

the workplace whether from supervisors, employees or customers, including scheduling once each year, between January and March for all employees and supervisors, a mandatory online training and awareness program regarding the problem of sexual harassment, which complies with all applicable local, state, provincial and federal laws. Attendance at such training shall be on compensable time. The Employer will confer upon request with the Union regarding the content and scheduling of such programs. The first such training shall occur within sixty (60) days of the ratification of this Agreement.

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

Section 4.

- a. The Employer agrees to comply with all applicable state, provincial and federal laws prohibiting any such discrimination including, but not limited to, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, applicable state or provincial anti-discrimination statutes including but not limited to any other applicable rules or regulations. The language of said laws is incorporated herein by reference in its entirety.
- b. Any and all claims by employees against Employer, its agents and/or employees, alleging discrimination in violation of these laws and/or any common law claims alleging discrimination shall be subject to the grievance and arbitration procedures set forth in Article 8 herein as the sole and exclusive remedy and forum for pursuit of said claims. The only exception to the procedures in Article 8 shall be that any claim alleging discrimination may be submitted to the grievance process in the same time period as required under the applicable statute for filing said claims in court or with an administrative agency. The arbitration of said claims shall be final and binding on all parties.
- c. The Union and Employer agree that this clause is intended to constitute a full waiver of the right of Employees and/or the Union to pursue such claims in court and the right to have said claims heard before a jury. If and when such claims proceed to arbitration, the arbitrator shall: (1) be selected from the following panels of arbitrators in rotation starting with the first-listed arbitrator:

East Coast Arbitrators

Susan Meredith

James Litton
David Vaughan;

West Coast Arbitrators

Sylvia Skratek
Norman Brand
John Kagel

Ontario Arbitrators

Sheri Price
Gail Misra
Ian Anderson

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

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

Compass Group NAD
Office of Labor Relations
SVP Labor Relations & Chief Labor Counsel
2400 Yorkmont Road. CC2, 6th Fl.
Charlotte, N.C. 28217
704-328-6894

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

Section 5.

- a. The Employer agrees to comply with all applicable state, provincial and federal wage and hour laws including, but not limited to, the Fair Labor Standards Act and

any similar rules or regulations. The language of said laws is incorporated herein by reference in its entirety.

- b. Any and all claims by employees against the Employer, its agents and/or employees, alleging violations of these laws (including, but not limited to, claims for wages, overtime, premium pay, meal and rest break violations, waiting time penalties, inaccurate wage statements, improper deductions, unlawful reimbursements, and unfair business practices) and/or any common law claims for same (including, but not limited to, claims alleging conversion, breach of contract and/or implied contract, unjust enrichment and/or quantum meruit) shall be subject to the grievance and arbitration procedures set forth in Article 8 herein as the sole and exclusive remedy and forum for pursuit of said claims. The only exception to the procedures in Article 8 shall be that any such claim may be submitted to the grievance process in the same time period as required under the applicable law for filing said claims in court or with an administrative agency. The arbitration of said claims shall be final and binding on all parties.

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

East Coast Arbitrators

Susan Meredith
James Litton
David Vaughan;

West Coast Arbitrators

Sylvia Skratek
Norman Brand
John Kagel

Ontario Arbitrators

Sheri Price
Gail Misra
Ian Anderson

(2) apply the appropriate substantive state, provincial or federal law which is applicable to the claim; (3) follow the procedures set forth under the American Arbitration Association Employment Arbitration Procedures, if in the United States;

and (4) be empowered to award any and all remedies provided for under applicable law.

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

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SVP Labor Relations & Chief Labor Counsel
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Charlotte, N.C. 28217
704-328-6894

ARTICLE 8 – GRIEVANCE PROCEDURE

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

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

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

Step One: First Step Grievance Protocol

- a. The Employer and the Union agree to implement a Step One Process for

employee complaints and disputes under the CBA. The Step One Process gives responsibility to employees, shop stewards and front line managers and supervisors to resolve workplace problems directly, quickly and cooperatively. The Step One Process is designed to reduce the level of formalism in the grievance procedure.

- b. Under the Step One Process, an employee with a complaint or dispute shall use his or her best efforts to, within ten (10) calendar days of the incident or circumstances giving rise to the dispute, or within ten (10) calendar days of the time the employee reasonably could have acquired knowledge of the event, present the matter to their immediate supervisor or manager. To initiate the Step One process, the employee must complete a Step One Meeting Request Form (Appendix A) and submit the Form to the supervisor or manager. Upon receipt of a Step One Meeting Request Form, the supervisor or manager shall schedule such meeting to be held within three (3) business days of such request. The manager or supervisor shall provide a copy of the Step One Meeting Request Form to the employee and shall provide a copy of the completed form to Human Resources.
- c. The supervisor or manager involved in the Step One Meeting shall use their best efforts to respond to the employee within seven (7) calendar days of such discussion. Such response may be in the form of a proposed resolution of the matter or may be a communication to the employee scheduling a meeting to further discuss the matter. In any event, at the conclusion of the Step One Meeting, the employee, shop steward, and supervisor/manager will complete a Step One Resolution Form (Appendix B). The employee will receive a hard copy of the completed Step One Resolution Form, and the supervisor or manager will send the union an electronic copy. If the Parties are unable to resolve a dispute or complaint in the Step One Process, such dispute or complaint may be reduced to writing as a formal grievance and shall proceed to Step 2 of Article 8.
- d. Settlements reached during the Step One Process shall be considered non-precedent setting and non-prejudicial, unless the Employer and the Union expressly agree that the settlement shall be reduced to writing and may be used as precedent in the future. However, the Parties agree that if a resolution is reached during the Step One process, documentation of the resolution shall be prepared and signed off on by the supervisor/manager, the employee and the shop steward (if involved).
- e. The employee, supervisor/manager and the shop steward may mutually agree to waive the timelines noted above.
- f. Shop stewards and supervisors/managers shall have blank copies of the Step One Meeting Request Forms. Such forms shall also be kept in a centralized location accessible to employees in each kitchen and in the commissary.

- g. An employee has the right to request the involvement of the shop steward in this Step One Process. The Employer will ensure that either the requested shop steward (if on site) or another shop steward is present at the meeting.
- h. By Region or Unit, the Employer will be responsible for tracking the results and settlements under Step One. By the 15th day of each month, the results from the previous month's Step One Meetings will be sent to the Designee of the President of UNITE HERE and the Local Union Representative, as designated by the Union, for review. The Local Representative, as designated by the Union, and Local Management will meet to discuss the results and settlements once a month. The Designee shall review such review the results and settlements as needed at Step Four or SJLMC.
- i. The Parties agree to provide jointly the Step One Process training to current management personnel and shop stewards within ninety (90) days of the signing of this Agreement. Refresher training will be scheduled at eighteen (18) month intervals for new management and shop stewards.

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

Step Three: Grievance Mediation Procedure.

- a. If the matter is not satisfactorily resolved at Step Two of the Grievance Procedure the Union may file a written request for a Grievance Mediation hearing within seven (7) days of the Step Two response. If there is no response from management under Step Two, the Union shall have ten (10) days from the date of the Step Two meeting to submit the written request. The written grievance shall set forth the facts giving rise to the dispute including the date and person(s) involved and shall designate the grievant as well as the remedy sought.
- b. The Grievance Mediation shall be held within thirty (30) calendar days of the written request.
- c. The Grievance Mediation shall consists of two (2) management representatives and two (2) union representatives plus an FMCS neutral mediator who shall act as Chairman and who shall mediate the dispute in an attempt to have the parties

reach a settlement. The manager involved in the incident or circumstances giving rise to the dispute should be present at the Grievance Mediation.

- d. The Grievance Mediation shall be governed by the following rules:
1. The grievant shall have a right to be present at the Grievance Mediation.
 2. Each party shall have one (1) principal spokesperson.
 3. Outside lawyers or consultants shall not participate in a Grievance Mediation.
 4. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing.
 5. Proceedings shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance procedure. The rules of evidence shall not apply and no formal record of the Grievance Mediation shall be made.
 6. The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution of a grievance.
 7. If no settlement is reached, the mediator shall provide the parties with an immediate written advisory decision.
 8. The mediator shall state the grounds for their advisory decision.
 9. Grievance Mediation shall occur regularly in each region to ensure prompt resolution of all grievances and disputes and shall be on a schedule to be developed by the Regional JLMC and approved by the National JLMC.
 10. The Grievance Mediation shall have no power to alter or amend the terms of the Collective Bargaining Agreement.
 11. The cost of the mediator shall be split between Compass and UNITE HERE.

Step Four: System Wide Step

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

Step Five: If the Grievance cannot be satisfactorily adjusted at Step Four, the matter may be referred by the International or the Chief People Officer, for final

decision and determination to an impartial arbitrator. Every demand for arbitration shall be submitted for final and binding adjudication by an arbitrator selected exclusively from the parties' Permanent Arbitrator Panel ("PAP"). The PAP shall consist of a pool of six arbitrators comprised of three nominees from each party. All designees must be arbitrators registered and in good standing with the American Arbitration Association's National Academy Panel of Arbitrators. In the event a PAP position becomes vacant the party from whose list the vacancy originated shall nominate and appoint a permanent replacement. Upon the timely filing of a demand for arbitration, an arbitrator shall be selected within five calendar days by the parties alternately striking names from the PAP list after first removing the name of the last arbitrator to have heard and decided a case. The union shall always make the first strike from the list. The Arbitrators are named in Exhibit A.

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

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

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

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

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

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

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

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

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

ARTICLE 9 – JUST CAUSE, DISCIPLINE & DISCHARGE

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

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

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

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

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

1. First Written Warning
2. Second Written Warning
3. Final Written Warning
4. Suspension (1 – 3 days)
5. Suspension pending investigation and decision to terminate

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

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

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

The above types of misconduct are illustrative only, and in no way present an inclusive

list of actions which may result in immediate discharge.

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

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

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

ARTICLE 10 – DRUGS & ALCOHOL

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

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

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

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

ARTICLE 11 – SENIORITY

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

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

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

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

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

ARTICLE 12 – PROBATIONARY PERIOD

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

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

ARTICLE 13 – FORCE REDUCTIONS, BUMPING, RECALL

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

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

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

Section 4. Employees shall be provided with letters from the Employer, notifying them of the layoff, and the expected date of return if known.

ARTICLE 14 – VACANCIES

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

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

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

- a. During the aforementioned trial period, the employee's service in the new position may be ended by the Employer for any reason. If they are disqualified during the trial period by the Employer or, if they ask to be returned to their prior position during the trial period, they may not bid again for a period of six (6) months.
- b. Upon such disqualification or if they ask, the employee shall be entitled to return to the position previously held or a substantially similar position and they shall suffer no loss of seniority occasioned by the promotion.
- c. Employees who successfully bid for new promotional opportunities may apply for a subsequent promotional opportunity without a time bar restriction.

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

ARTICLE 15 – TRANSFERS AND REASSIGNMENTS

Section 1. An employee may request a transfer or reassignment to an equal or lower rated position. The Employer agrees that it will make reasonable efforts to accommodate such employee. Any impact on the rate of pay and/or benefits of the employee caused by said move shall be governed by this collective bargaining Agreement.

ARTICLE 16 – TECHNOLOGICAL CHANGES

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

ARTICLE 17 – SAFETY

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

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

Section 3. Protective Equipment. The Employer shall make available appropriate personal protective equipment and replace for normal wear and tear as needed, at no cost to the employee. Employees are expected to use/wear all protective equipment and are responsible for lost protective equipment. The Employer will supply latex gloves (or latex free gloves) as needed. Latex gloves will not be used in place of "cut" gloves and the Employer will supply sufficient "cut" gloves to all employees and will not require any employee to perform knife work or handle any slicing apparatus without a "cut" glove. Failure to wear a "cut" glove when performing knife work or handling any slicing apparatus will result in disciplinary action.

ARTICLE 18 – LEAVES

Section 1. Upon written notice to the Employer, an employee with at least six (6) months of service may apply for a personal leave of absence of up to sixty (60) days. An employee must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended by mutual agreement of the parties in writing in advance of the conclusion of the original leave. The employee shall give a minimum of fifteen (15) days' notice of such request. Employees must receive approval by the Employer for the leave; such approval will not be unreasonably withheld.

Section 2. Medical leaves of absence, without loss of seniority (of up to twelve (12) months, or length of service, whichever is less), shall be granted by the Employer upon a reasonable showing by the employee of medical necessity. A medical leave of absence, whether due to occupational or non-occupational injury or illness, may not exceed the period of time the employee is certified as being medically disabled from

resuming work. In the event an employee medically able to return to work desires to extend the leave of absence, the employee shall notify the Employer and apply for a personal leave of absence in accordance with the requirements of this Article for personal leaves of absence.

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

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

Section 3. The continuation of insurance and the division of premium expense for insurance coverage during medical leave is controlled by the guidelines of the Family and Medical Leave Act.

Section 4. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. Such leave shall not exceed twelve (12) months. No more than one for every hundred employees in a Campus shall be awarded such leave at a time, unless mutually agreed upon by the Parties. The Employer shall continue to pay for the employee's benefits during such leaves provided that the Union and/or employee reimburse the company in full for such benefits. The employee shall continue to pay their share of any benefits. During such leave the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

Section 5. Upon the Union's request and subject to the Employer's business requirements, union members serving as stewards, alternate stewards under this contract shall be granted special training leaves to attend group trainings provided by the union. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business, and will provide the Employer with as much notice as is practicable, which in any event shall not be less than ten (10) working days.

Section 6. An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to current state and federal laws.

Section 7. An employee returning from any leave shall be entitled to reinstatement to their position, hours and Campus unless the position has been eliminated as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in Article 13 - Force Reductions and Bumping/Recall.

Section 8. An employee may, at their option, utilize paid vacation during a medical leave of absence or FMLA leave of absence.

Section 9. No leave of absence, whether medical or personal, may exceed the employee's length of service with the Employer or one (1) year, whichever period is shorter. No leave of absence for any on the job injury or illness shall exceed the employee's length of service with the Employer or twenty-four months (24) months, whichever period is shorter. The Employee must have a medical release in order to return to work within the aforementioned time limits.

ARTICLE 19 – BARGAINING UNIT WORK

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

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

Section 3. If an absence is known at least eight (8) hours in advance and management has determined that the vacancy should be filled, the vacancy will be filled using the method in Articles 36 and 37 prior to the use of temporary employment agencies. The Employer will first offer additional hours to qualified, available employees who will not incur overtime, including “splitting” the hours, if necessary, then the Employer will offer additional hours to qualified available employees who may incur overtime, including “splitting” the hours, if necessary.

ARTICLE 20 – NOREDUCTIONS

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

ARTICLE 21 – UNION STATUS AND MEMBERSHIP DUES CHECK OFF

Section 1. The Employer agrees that it will, during the full term of this Agreement or any renewal thereof, deduct per paycheck from the earnings of employees who have

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

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

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

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

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

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

references toward the other.

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

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

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

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

ARTICLE 22 – SHOP STEWARDS AND VISITATION

Section 1. The Union shall have the right to designate shop stewards who shall represent the Union for the purpose of presenting and adjusting grievances. The Union shall provide the names of the Union stewards in writing to the Employer within two (2) weeks of a worker being assigned as a Steward or removed as one.

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

Section 3. The Union, through its representatives, shall have access and the right to visit working areas in the unit where employees covered by this Agreement are assigned

during working hours. The Union agrees that it shall not interfere with any working operations and shall contact the Resident District Manager or designee by email or upon arrival and shall abide by the security procedures and requirements of the Employer's client. The Union acknowledges that the operations of the Employer are subject to the rules and regulations of the Employer's client and that such rules and regulations may restrict and/or modify the provisions for Union access otherwise provided for in this Agreement.

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

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

ARTICLE 23 – SUCCESSORS AND ASSIGNS

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

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

ARTICLE 24 – MANAGEMENT RIGHTS

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

Section 2. Examples of the authority, rights and powers which are hereby vested in the Company, with only such modification as is expressly stated in a specific provision of this Agreement, include, but are not limited to, the following: The right to schedule, adjust, and assign work and hours of employees; to assign and require overtime work; to determine production requirements and the method by which such production shall be accomplished; to hire, promote, transfer, reclassify, suspend, discipline, demote, layoff or discharge employees; to determine the work to be done by the Company's employees; to determine the size of the work force and the amounts and kinds of supervision necessary to temporarily or permanently shut down its entire operation or a portion thereof; to temporarily or permanently move its entire operation or a portion thereof to another location(s); to establish or change rules and safety standards; to

establish or change work standards; to establish or change standards of quality and quantity of work; and to determine the creation, continuance, termination, change or consolidation of jobs or of partial or total operations (including discontinuance of their performance by Company employees). If the Company does not exercise rights reserved to it or if it exercises such rights in a particular way, it shall not be deemed a waiver of the right to exercise such rights or of the right to exercise such rights in other ways not in conflict with the express terms of this Agreement.

Section 3. The Employer retains the right to subcontract out production work to an off-premise subcontractor as the dictates of business demand or if the Employer in its discretion deems it necessary as long as it does not directly displace or result in the layoff of a regular employee except as a result of cause beyond the control of the Employer.

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

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

ARTICLE 25 – WORK RULES AND POLICIES

Section 1. The parties recognize that the Employer may establish reasonable policies and procedures. Prior to issuing or implementing any new or revised handbooks, policies or procedures at any unit represented by UNITE HERE:

- a. A copy of any handbook or policy will be shared with the Union and the Union will be permitted to comment on any concern they may have. If a concern is not resolved to the Union's satisfaction, the Union may grieve the policy or

procedure at the time of its issuance or when it is applied to an employee or employees;

- b. Employees will be asked to sign an acknowledgement of "receipt", not of "agreement" when distributed;
- c. Employees could "elect not to sign" but that a supervisor/manager would indicate such on the acknowledgement form;
- d. Employees would not be threatened with discipline/discharge if they chose not to sign; and;
- e. The CBA will control over any portion of the Employer's handbook policies and procedures in conflict with the CBA.

Section 2. If the Employer follows these procedures, the Union agrees to cooperate in the future issuance of any such handbook, policy or procedure.

ARTICLE 26 – NO STRIKE/NO LOCKOUT

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

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

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

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

ARTICLE 27 – WAGES

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

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

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

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

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

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

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

Section 4. When an Employee is assigned to work in a higher paid classification for two (2) hours or more, the Employee will receive the higher classification rate of pay, or a minimum of fifty (\$0.50) cents more than their current rate of pay, whichever is greater for actual time spent working in the higher classification.

There shall be no reduction in an employee's pay if assigned to work on a temporary basis in a lower paid classification.

Section 5. If a bargaining unit employee is assigned by management to provide training, the employee shall receive a training differential of one (\$1.00) dollar per hour for the hours that the training is performed.

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

Section 7. Specialty Cooks

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

1. Fine Dining (e.g., Season'd NYC)
2. Sushi
3. Kosher
4. Demonstration/Teaching Kitchen
5. Baker/Baking Kitchen

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

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

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

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

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

Employer will offer Cooks and Prep Cooks the opportunity to train for Specialty Cook designations in accordance with Article 37, Section 2 of the CBA.

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

ARTICLE 28 – HEALTH AND WELFARE FUND

Section 1. Trust Language:

- a. Effective January 1, 2019 the Employer agrees to contribute for each employee covered by this agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Food Service Plan Unit II ("FSP II"), or such new, merged or consolidated plan units as may be adopted by the Trustees. Said contributions shall be submitted

electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month preceding the month for which contributions are to be made.

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

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

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

Section 2. General Provisions:

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

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

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

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

Section 3. Monthly Contributions:

a. Medical

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

Platinum PPO - Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
1/1/21	\$830.63	\$1,771.53	\$1,385.54	\$2,460.47
1/1/22	\$843.09	\$1,798.10	\$1,406.33	\$2,497.38
1/1/23	TBD	TBD	TBD	TBD

Northern California Kaiser HMO - Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
1/1/21	\$649.59	\$1,385.40	\$1,083.52	\$1,924.17
1/1/22	TBD	TBD	TBD	TBD
1/1/23	TBD	TBD	TBD	TBD

Mid-Atlantic Kaiser HMO - Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
3/1/21	\$665.52	\$1,419.37	\$1,110.10	\$1,971.35
1/1/22	TBD	TBD	TBD	TBD
1/1/23	TBD	TBD	TBD	TBD

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

b. Dental

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

Dental PPO - Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
1/1/21	\$32.30	\$79.70	\$76.96	\$110.73
1/1/22	\$32.78	\$89.90	\$78.11	\$112.39
1/1/23	TBD	TBD	TBD	TBD

Dental HMO - Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
1/1/21	\$15.45	\$38.13	\$36.81	\$52.97
1/1/22	\$15.68	\$38.70	\$37.36	\$53.77
1/1/23	TBD	TBD	TBD	TBD

c. Vision

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

Vision Plus – Monthly Rates

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
1/1/21	\$6.86	\$12.46	\$13.07	\$20.18
1/1/22	\$6.97	\$12.46	\$13.27	\$20.48
1/1/23	TBD	TBD	TBD	TBD

d. Life and AD&D

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

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

Effective Date	Single
1/1/21	\$3.80
1/1/22	\$3.80
1/1/23	TBD

e. Short Term Disability

For short term disability benefits, to the extent that there is a government mandated disability policy the Employer will pay the full cost of the policy.

f. Agree to Pay

Effective January 1, 2020 through the expiration of this Agreement, the Employer agrees to contribute contribution rates necessary for the above-mentioned benefits, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the Employer's participation pursuant to the Fund's Minimum Standards.

g. Optional Benefits

Effective January 1, 2022 the Employer, through payroll deduction, shall offer all optional benefits (i.e. Spousal or Child Life Insurance, Disability Insurance) available through UNITE HERE Health Food Service Plan if available. Such coverages shall be offered at the Employee's cost.

h. Compass Group Voluntary Plans

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

Section 4. Enrollment:

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

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

The parties agree that an employee may only change his or her enrollment election during the Open Enrollment period of each year of the Agreement or such other times as allowed

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

ARTICLE 29 – PENSION FUND AND 401(K)

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

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

1/1/19 - \$0.40
1/1/20 - \$0.90
1/1/21 - \$1.40
1/1/22 - \$2.25
1/1/23 - \$3.00

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

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

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

ARTICLE 30 – HOUSING & TRANSPORTATION SUBSIDIES

Section 1. Each employee shall receive a housing subsidy bonus of \$290.00 per month.

Effective 1/1/22 the subsidy shall be increased to \$290.00 per month.
Effective 1/1/23 the subsidy shall be increased to \$300.00 per month.

Section 2. The Employer shall contribute \$140.00 per month pre-tax to the Employer Transit Check Program for each employee. Employees may utilize this for parking, mass transit, and the cost of commuter vehicle programs. Employees may contribute on their own up to the maximum pre-tax benefit allowable by law.

Effective 1/1/22 the subsidy shall be increased to \$145.00 per month.
Effective 1/1/23 the subsidy shall be increased to \$150.00 per month.

Employees shall have an option of choosing to have the subsidy deposited directly into their paycheck instead of through the Employer Transit Check Program.

ARTICLE 31 – HOLIDAYS

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

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

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

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

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

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

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

ARTICLE 32 – VACATION

Section 1. Paid vacation is available to full-time and part-time hourly employees. All full-time and part-time employees are eligible to earn and take paid vacation on a calendar year basis.

Section 2. Employees shall accrue paid vacation hours, according to the following schedule:

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

Section 3. Employees who do not use all unused vacation at the end of their calendar year may carry over the balance to the next year, up to a maximum of 40 hours more than the employee's current allowance. For example, an employee with three (3) years of service may carry over up to 160 hours.

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

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

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

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

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

ARTICLE 33 – SICK/PERSONAL DAYS

Section 1. Employees will be entitled to six (6) paid sick days, or more, as required by applicable law after one (1) year of service. Newly hired employees will be entitled to

three (3) sick days once they complete 90 days of employment. Unused sick days shall be paid out at the end of the calendar year, except where prohibited by applicable law.

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

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

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

Section 5. Wellness Pay: Each full-time employee will receive three (3) hours of paid time to receive preventive care each year. To qualify for the pay, the employee must be enrolled in the Health and Welfare Plan and have been employed by the Employer for at least twelve (12) months. Employees must have their physician complete the Employer provided Wellness Pay form at the time of their visit.

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

ARTICLE 34 – JURY DUTY

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

ARTICLE 35 – BEREAVEMENT LEAVE

Section 1. Immediate Family Members. All full-time and part-time employees are entitled to up to three (3) consecutive working days of paid bereavement in situations

involving the death of the employee's immediate family member. If the funeral or other memorial service takes place more than 500 miles from the worksite, employees are entitled to up to five (5) consecutive working days of paid bereavement.

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

Section 2. Extended Family Members. In the event of the death of an employee's extended family member, all full-time and part-time employees are entitled to paid bereavement of one (1) working day. If the funeral or other memorial service takes place more than 500 miles from the worksite, employees are entitled to up to three (3) consecutive working days of paid bereavement.

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

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

ARTICLE 36 – HOURS OF WORK

Section 1. Effective one (1) year after ratification, the Employer will transition to offering forty (40) hour schedules to its full-time employees, as set forth in this Article. The forty (40) hour schedule and the full-time/part-time ratio as provided in this Article may be subject to a reopener after one (1) year of implementation, at the request of either party, to address and resolve issues or problems related to this Article.

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

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

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

days, vacation benefits, health insurance).

Section 5. Catering.

- a. The Employer will maintain a list of full-time Catering employees (A-List) and part-time Catering employees (B-List), and employees from other unionized Compass operations (C-List).
- b. A-List employees shall have their schedules maximized in seniority order up to forty (40) hours per week and will be offered the ability to work all available hours prior to scheduling employees on the B-List.
- c. B-List employees shall have their schedules maximized in seniority order up to forty (40) hours per week and will be offered the ability to work all available hours prior to the employees outside of the bargaining unit.
- d. Qualified non-catering employees shall be offered the opportunity to sign up for the B-List.
- e. No less than once a calendar year non-catering employees shall be offered paid training opportunities in the Catering Department.
- f. Compass employees covered by other UNITE HERE collective bargaining agreements from outside of this bargaining unit shall have the opportunity to sign up for additional shifts in the Catering department so long as they possess the required skills (C-List).
- g. Except as otherwise provided herein, employees on the C-list shall be utilized prior to the Employer utilizing non-union Compass employees and/or the Union Referral System (D-List).
- h. The Employer will contact the Union for referrals for available shifts, and the Employer will utilize qualified catering referrals and/or non-union Compass employees prior to hiring from an outside source.
- i. After utilizing employees on the A-List, B-List and C-List, the Employer shall contact the union for referrals of qualified candidates and may use non-union Compass employees prior to using qualified candidates from an outside source, except that a non-union butler pool may continue to be utilized in New York City when members of the A-List and B-List are not available.

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

Section 7. Days off, schedules and shifts shall not be changed unless the employee receives one (1) week notice of the change where practicable and subject to exceptional

business requirements. It is understood that the Employer will not change days off, schedules or shifts frequently, since the Employer recognizes that employees have personal responsibilities that require consistency.

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

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

ARTICLE 37 – OVERTIME AND PREMIUM PAY

Section 1. Any Employee who works in excess of forty (40) hours in one (1) week, or eight (8) hours in a single day, shall be compensated at the rate of time and one-half (1 ½) the regular rate of pay, and all work performed on the seventh (7th) consecutive day shall be paid at two (2) times the regular rate of pay with a minimum of four (4) hours on the seventh (7th) consecutive day being paid at double time. Double time will be paid after twelve (12) hours in any calendar day. Any employee scheduled to work four (4) day, ten (10) hour shifts in one (1) week, shall be paid time and one-half (1 ½) for hours worked in excess of ten (10) hours per day or forty (40) hours per week.

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

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

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

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

is worked.

Section 4. Whenever possible, overtime scheduled shall be posted the day before such overtime is scheduled. Unscheduled overtime may at times be mandatory for all employees in a classification and will be assigned to the employees in the classification where the work has to be performed. Employees working overtime shall be permitted to make such necessary notification to their homes and families.

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

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

ARTICLE 38 – CHANGES IN HOURS

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

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

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

ARTICLE 39 – REPORT IN PAY

Section 1. Employees who report to work without having been notified by the Employer or by public announcement that the operation is closed shall be guaranteed either one-half their scheduled hours or pay in lieu thereof.

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

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

Section 4. Employees called in from home to work extra time outside their regular hours, shall be guaranteed a minimum of 4 hours work or the pay equivalent thereto.

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

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

ARTICLE 40 – TRAVEL ALLOWANCE

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

ARTICLE 41 – TRANSLATION/COPYING OF THE CONTRACT

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

ARTICLE 42 – EQUALITY

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

ARTICLE 43 – UNIFORMS AND PERSONAL APPEARANCE

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

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

- a. Cooks – One (1) hat and one (1) laundered Chef coat per day;
- b. Dishwasher, Food Service Utility – One (1) laundered shirt per day, one (1) laundered apron per day, one (1) hat;

- c. All Other Classifications – three (3) Shirts, one (1) laundered apron (if applicable) per day, one (1) hat;
- d. No later than six months after ratification, the Employer will provide employees with three (3) pairs of pants or a replacement pair as needed.

Section 3. When the Employer requires safety shoes, it will provide them to employees, as needed.

ARTICLE 44 – SEPARABILITY AND SAVINGS

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

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

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

ARTICLE 45 – PERSONNEL FILES AND RECORDING EQUIPMENT

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

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

ARTICLE 46 – DEDUCTIONS AND DONATIONS

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

ARTICLE 47 – BREAKAGE

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

ARTICLE 48 – CATERING SCHEDULES

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

Section 2. Non-Catering Employees shall be offered opportunities for training in the duties of Catering Workers in accordance with Article 36. Such training shall be paid and shall be open to all employees. In the event that there are not enough Catering Workers to perform the duties, such additional hours shall be offered to trained members of the bargaining unit before any non-bargaining unit employees are utilized.

ARTICLE 49 – DURATION

Section 1. This Agreement shall be in full force and effect as of the date of ratification and shall be in effect up to and including December 31, 2023 It is further agreed that neither the Employer nor the Union shall engage in a strike or lockout after the termination of this Agreement until at least sixty (60) days after notice of intent to negotiate changes was provided to the other party.

For the UNION

By _____

D Taylor, UNITE HERE International Union,
President

Date: _____

6/11/21

For the EMPLOYER

By _____

Cindy Noble, Compass Group North America,
Chief People Officer

Date: _____

6/21/21

EXHIBIT A: ARBITRATION PANEL

East Coat Arbitration Panel

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

West Coat Arbitration Panel

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

Ontario Arbitration Panel

Sheri Price
Gail Misra
Ian Anderson

This Exhibit may be mutually updated by the parties if more arbitrators are needed according to the same process utilized in Article 8.

EXHIBIT B: REGIONS, DISTRICTS, CAMPUSES AND LOCALES

- I. ALLEGHENY COUNTY, PA LOCALE
- II. COOK COUNTY, IL LOCALE
- III. DETROIT METROPOLITIAN AREA LOCALE
- IV. MIDDLESEX COUNTY, MA LOCALE
- V. MULTNOMAH COUNTY, OR LOCALE
- VI. NEW YORK CITY CAMPUSES
To be determined when build outs are complete.
- VII. ONTARIO, CANADA REGION
- VIII. SAN MATEO COUNTY REGION
- IX. SANTA CLARA COUNTY DISTRICTS AND CAMPUSES
 - a. North District: Googleplex, South, Alza, GWC, Palo Alto
 - b. Midtown District: Crittenden, Shorebird, Quad
 - c. South District: Moffet Place/Crossman, Mathilda, Tech Corners
 - d. Warehouse and MK South (South District + Quad Campus), MK North (North District + Crittenden & Shorebird Campuses)
 - e. CPU and Catering
 - f. FLEX Team Campus
- X. SANTA CRUZ COUNTY LOCALE
- XI. SEATTLE METROPOLITAN AREA CAMPUSES
 - a. Kirkland
 - b. Bellevue
 - c. Fremont
 - d. South Lake Union
 - e. Redmond
- XII. WASHTENAW COUNTY, MI LOCALE
- XIII. WASHINGTON, DC METROPOLITIAN AREA LOCALE

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

EXHIBIT C: NEW OPERATIONS

THIS AGREEMENT is made and entered into by and between Compass Group North America (the “Employer”), and UNITE HERE International Union (the “Union”).

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

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

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

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

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

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

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

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

9. Any disputes over the interpretation or application of this Agreement shall be resolved in accordance with the arbitration procedure in Article 8 of the Collective Bargaining Agreement.

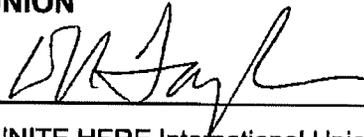
10. This Memorandum and Article 1, Section 1 of the Collective Bargaining Agreement shall survive the expiration or termination of the Collective Bargaining Agreement, and shall remain in effect for one (1) year thereafter, provided that in the event the Union is recognized at a time when no collective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

11. In the event that any provision of this Agreement should be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not rendered invalid shall remain in full force and effect. Both parties agree that the subject matter of any provision found to be invalid shall be renegotiated for the purpose of replacing the invalidated provision with a valid substitute which most nearly achieves the same objective. In the event the parties are unable to agree on a substitute, the matter shall be submitted to arbitration as provided in Paragraph 9; the arbitrator shall choose or formulate a substitute provision which accomplishes the purposes of the preceding sentence.

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

For the UNION

By _____



D Taylor, UNITE HERE International Union,
President

Date: _____

6/16/21

For the EMPLOYER

By _____



Cindy Noble, Compass Group North America,
Chief People Officer

Date: _____

6/21/21

I. SIDE LETTER ON ALLEGHENY COUNTY

1. Allegheny County Wage Rates

Allegheny County Start Rates	1/1/21	1/1/22	1/1/23
ATTENDANT, STOREROOM/WAREHOUSE	\$ 19.80	\$ 20.10	\$ 20.40
RUNNER	\$ 17.80	\$ 18.10	\$ 18.40
SHIFT SUPV, HOURLY	\$ 24.30	\$ 24.60	\$ 24.90
BARISTA	\$ 18.30	\$ 18.60	\$ 18.90
COOK	\$ 23.30	\$ 23.60	\$ 23.90
COOK, PREP	\$ 21.30	\$ 21.60	\$ 21.90
DISHWASHER	\$ 17.30	\$ 17.60	\$ 17.90
FOOD SVC WORKER	\$ 18.30	\$ 18.60	\$ 18.90
LEAD COOK	\$ 24.30	\$ 24.60	\$ 24.90

GENERAL INCREASE	\$ 0.75	\$ 0.75	\$ 1.00
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Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

II. SIDE LETTER ON COOK COUNTY, ILLINOIS

This AGREEMENT made and entered into, by and between Compass Group North America operating at Google buildings located in Cook County, Illinois (hereinafter called the "Employer" or "Compass") and UNITE HERE International Union (hereinafter called the "Union").

This bargaining unit shall become, effective October 1st, 2021, a part of the Compass @Google Buildings Bargaining unit and be covered under all of the terms of that agreement, except for the modifications below.

From April 1st, 2021 through September 30th, 2021 this location shall be covered under the same terms as the Compass @Google Buildings CBA, but not be a part of that bargaining unit. Any term contained in this agreement shall prevail in a dispute between this agreement and the Compass @Google Buildings CBA.

The Article 1 – Recognition and the Preamble of the Compass @Google Buildings CBA shall be modified to include Cook County, Illinois.

1. Cook County Illinois Wage Rates

COOK COUNTY STARTING WAGE RATES	4/1/21	1/1/22	1/1/23
ATTENDANT, STOREROOM	\$ 19.50	\$ 19.80	\$ 20.10
ATTENDANT, CATERING	\$ 20.50	\$ 20.80	\$ 21.10
BARISTA	\$ 21.00	\$ 21.30	\$ 21.60
CAPTAIN, CATERING	\$ 25.00	\$ 25.30	\$ 25.60
COOK	\$ 21.00	\$ 21.30	\$ 21.60
LEAD COOK	\$ 24.00	\$ 24.30	\$ 24.60
DISHWASHER	\$ 17.50	\$ 17.80	\$ 18.10
FOOD SVC WORKER	\$ 18.50	\$ 18.80	\$ 19.10
RUNNER	\$ 19.00	\$ 19.30	\$ 19.60

General Wage Increase	\$ 2.00	\$ 0.75	\$ 1.00
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Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

2. Health and Welfare – Article 28

The Employer shall update the Trust Agreement to cover this location and begin contributions for all benefits currently available to other Compass employees covered by this Agreement effective June 1, 2021.

3. Pension – Article 29

The Employer shall update the Trust Agreement to cover this location and begin contributions effective June 1, 2021.

4. Housing and Transportation Subsidies – Article 30

The Employer shall increase the subsidies to the rates called for in this Agreement effective June 1, 2021.

5. Vacation – Article 32

- a. Section 2: New accrual rates will begin June 1, 2021.

6. Sick/Personal Days – Article 33 Section 1

Additional sick days will be added for employees on June 1, 2021.

III. SIDE LETTER ON DETROIT METROPOLITAN AREA

1. Detroit Metropolitan Area Wage Rates

Detroit Metropolitan Area Start Rates	1/1/21	1/1/22	1/1/23
ATTENDANT, STOREROOM/WAREHOUSE	\$ 19.80	\$ 20.10	\$ 20.40
RUNNER	\$ 17.80	\$ 18.10	\$ 18.40
SHIFT SUPV, HOURLY	\$ 24.30	\$ 24.60	\$ 24.90
BARISTA	\$ 18.30	\$ 18.60	\$ 18.90
COOK	\$ 23.30	\$ 23.60	\$ 23.90
COOK, PREP	\$ 21.30	\$ 21.60	\$ 21.90
DISHWASHER	\$ 17.30	\$ 17.60	\$ 17.90
FOOD SVC WORKER	\$ 18.30	\$ 18.60	\$ 18.90
LEAD COOK	\$ 24.30	\$ 24.60	\$ 24.90

GENERAL INCREASE	\$ 0.75	\$ 0.75	\$ 1.00
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Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

2. Merger of Units

Effective July 1st, 2021, Washtenaw County Locale Unit shall be merged into this agreement for the Detroit Metropolitan Area.

IV. SIDE LETTER ON MIDDLESEX COUNTY

1. Middlesex County Wage Rates

Middlesex County Start Rates	1/1/21	1/1/22	1/1/23
ATTENDANT, CATERING	\$ 22.30	\$ 22.60	\$ 22.90
ATTENDANT, STOREROOM/WAREHOUSE	\$ 18.30	\$ 18.60	\$ 18.90
BARISTA	\$ 22.30	\$ 22.60	\$ 22.90
CAPTAIN, CATERING	\$ 27.30	\$ 27.60	\$ 27.90
COOK	\$ 22.30	\$ 22.60	\$ 22.90
COOK, PREP	\$ 21.30	\$ 21.60	\$ 21.90
LEAD COOK	\$ 24.30	\$ 24.60	\$ 24.90
DISHWASHER	\$ 18.30	\$ 18.60	\$ 18.90
FOOD SVC WORKER	\$ 20.30	\$ 20.60	\$ 20.90
RUNNER	\$ 19.30	\$ 19.60	\$ 19.90

GENERAL WAGE INCREASE	\$ 0.75	\$ 0.75	\$ 1.00
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Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase

V. SIDE LETTER ON MULTNOMAH COUNTY, OR

1. Multnomah County, OR Wage Rates

Multnomah County, OR - Start Rates	1/1/2021	1/1/2022	1/1/2023
Attendant, Catering	\$20.60	\$20.90	\$21.20
Attendant, MK/Vending	\$20.60	\$20.90	\$21.20
Lead Specialty Cook	\$25.10	\$25.40	\$25.70
Specialty Cook	\$24.10	\$24.40	\$24.70
Barista	\$21.60	\$21.90	\$22.20
Captain Catering	\$23.60	\$23.90	\$24.20
Lead Cook	\$23.60	\$23.90	\$24.20
Cook	\$22.60	\$22.90	\$23.20
Cook, Prep	\$20.60	\$20.90	\$21.20
Dishwasher	\$20.60	\$20.90	\$21.20
Food SVC Utility	\$21.60	\$21.90	\$22.20
Line Server	\$20.60	\$20.90	\$21.20
Runner	\$20.60	\$20.90	\$21.20
SUPV, SHIFT-HRLY	\$23.60	\$23.90	\$24.20

General Wage Increases	\$0.75	\$0.75	\$1.00
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Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

VI. SIDE LETTER ON NEW YORK CITY

1. New York City Wage Rates

New York City Start Rates	1/1/21	1/1/22	1/1/23
ATTENDANT, CATERING	\$18.90	\$19.20	\$19.50
ATTENDANT, MK/VENDING	\$15.90	\$16.20	\$16.50
BARISTA	\$17.90	\$18.20	\$18.50
CAPTAIN, CATERING	\$23.90	\$24.20	\$24.50
SPECIALTY LEAD COOK	\$21.40	\$21.70	\$22.00
LEAD COOK	\$19.90	\$20.20	\$20.50
SPECIALTY COOK	\$18.40	\$18.70	\$19.00
COOK	\$16.90	\$17.20	\$17.50
COOK, PREP	\$16.90	\$17.20	\$17.50
DISHWASHER	\$15.90	\$16.20	\$16.50
FOOD SVC UTILITY	\$17.90	\$18.20	\$18.50
LINE SERVER	\$15.90	\$16.20	\$16.50
RUNNER	\$15.90	\$16.20	\$16.50
SUPV, SHIFT-HRLY	\$19.90	\$20.20	\$20.50

General Wages Increase	\$0.75	\$0.75	\$1.00
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2. Super-Seniority for Shop Stewards

Shop stewards in New York City shall have super seniority only for purposes of lay-off and recall.

VII. SIDE LETTER ON ONTARIO, CANADA

The Compass@Google Buildings Collective Bargaining Agreement between Compass Group North America and UNITE HERE International Union shall apply to the Google Buildings in Ontario in full except as modified below.

The Parties agree to apply the following modifications to the Agreement in Ontario. In the event of any inconsistency between any provision of this Side Letter and any provision of the Agreement, the provisions of this Side Letter shall govern unless expressly stated otherwise.

The Parties further agree that the substantive rights and obligations of human rights and employment related statutes, including but not limited to the *Human Rights Code*, *Occupational Health and Safety Act*, *Labour Relations Act, 1995* and *Employment Standards Act, 2000*, are implicit in the Agreement and the Employer agrees to comply with these laws at all times.

As appropriate and necessary, references to the “United States” shall be amended to “Canada” and any references to a United States Government Department, Agency or law shall be amended and replaced with a comparable Canadian Government Department, Agency or law.

All dollar amounts are in Canadian Dollars.

1. ONTARIO WAGE RATES

ONTARIO STARTING WAGE RATES	2/1/21	1/1/22	1/1/23
COOK	\$19.50	\$19.80	\$20.10
ATTENDANT, STOREROOM/MK	\$17.50	\$17.80	\$18.10
FOOD SVC WORKER, UTILITY	\$17.25	\$17.55	\$17.85
DISHWASHER	\$17.00	\$17.30	\$17.60
COOK, LEAD	\$21.50	\$21.80	\$22.10
BARISTA	\$19.00	\$19.30	\$19.60
RUNNER	\$18.50	\$18.80	\$19.10
ATTENDANT, CATERING	\$18.50	\$18.80	\$19.10
CAPTAIN, CATERING	\$20.50	\$20.80	\$21.10

General Increase	\$2.00	\$0.75	\$1.00
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Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

2. ARTICLE 7 – NON-DISCRIMINATION AND HARASSMENT

References to “state and/or federal laws” and “state and federal” shall be amended to “provincial and/or federal laws” and “provincial and federal”.

Section 1. of the Agreement is modified as follows: “There shall be no discrimination by the parties against an employee in breach of the *Ontario Human Rights Code*. No employee shall be discriminated against because of their membership in the Union or because of any lawful activities by such employee on behalf of the Union.”

Section 4b. of the Agreement is modified by removing the words “as the sole and exclusive remedy and forum for pursuit of said claims” from the first sentence.

Section 5a. of the Agreement is modified by replacing “Fair Labour Standards Act” to “*Employment Standards Act, 2000*”.

3. **ARTICLE 8 – GRIEVANCE PROCEDURE**

Section 1 of the Agreement is modified by removing the second sentence.

Section 3 (Step Three: Grievance Mediation Procedure, c.) of the Agreement is modified as follows: The Grievance Mediation shall consist of two (2) management representatives and two (2) union representatives plus, at the request of either party, a neutral mediator selected from the Ontario arbitrators listed in the parties’ Permanent Arbitrator Panel, who shall act as Chairman and who shall mediate the dispute in an attempt to have the parties reach a settlement. The manager involved in the incident or circumstances giving rise to the dispute should be present at the Grievance Mediation.

Section 3 (Step Five) is modified by:

- removing the qualification that designees be arbitrators registered and in good standing with the American Arbitration Association’s National Academy Panel of Arbitrators;
- requiring that all demands for arbitration shall be submitted for final and binding adjudication by an arbitrator selected exclusively from the parties’ Ontario Permanent Arbitrator Panel set out in Exhibit A; and,
- replacing reference to “the United States District Court” with “a court of competent jurisdiction”.

4. **ARTICLE 12 – PROBATIONARY PERIOD**

Section 2 of the Agreement is modified by removing the second sentence and replacing it with “Any employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement unless the employee was dealt with in a bad faith, arbitrary or discriminatory manner.”

5. **ARTICLE 17 – SAFETY**

Section 1 of the Agreement is modified as follows: "The Employer will ensure that the working environment and all conditions of work are maintained in a safe manner and that all safety devices and equipment required by the Ontario *Health and Safety Act* are supplied to maintain a safe environment.

6. **ARTICLE 18 – LEAVES**

Article 18 is replaced in its entirety with the following

Employees shall be entitled to all leaves of absence in accordance with the *Employment Standards Act, 2000*.

The Employer may grant a leave of absence of up to one (1) year to any employee for legitimate personal reasons, and any employee who is absent with such written permission shall not be considered to be laid off, and his or her seniority shall continue to accumulate during his or her absence.

Part-time employees shall be deemed to fall within the seniority provisions of this Agreement and shall be considered to be on a leave of absence when laid off, pending recall.

Delegation for Union Business will be considered a good cause for granting a leave of absence.

Requests for a leave of absence must be made in writing to the Unit Manager as early as possible, but not later than two (2) weeks prior to the desired date of commencement of such leave. The request must state: date of commencement, duration of such leave and the reason for requesting the leave.

The Employer shall reply, in writing, to the employee within one (1) week of the receipt of the request for a leave of absence.

Approval for a leave of absence shall not be unreasonably withheld.

The Employer shall grant to an employee who has been appointed, elected or hired to a full-time position with the Union an unpaid leave of absence for a period of up to twelve (12) months or the duration of this Agreement, whichever is greater. Upon the conclusion of the leave of absence, the employee shall be entitled to return to his or her position in the bargaining unit, with no loss of seniority or service.

An employee summoned for jury duty shall be paid their full pay for the period served, and such employee will return their jury pay, if any, to the Employer.

7. **ARTICLE 21 – UNION STATUS AND MEMBERSHIP DUES CHECK OFF**

Article 21 is replaced in its entirety with the following

The Employer agrees to deduct from the wages of all employees in the bargaining unit, starting on the first day, an amount equal to the dues as prescribed by the Union. The Employer shall remit this amount to the Union Office monthly, not later than the fifteenth (15th) day of the month following the month for which such deduction is made. The Employer shall provide with the remittance an alphabetic list of all employees specifying the amount deducted for each employee.

The Union shall notify the Employer in writing thirty (30) days in advance of any change in the amount of Union dues and such notification shall be the Company's conclusive authority to make the deductions specified.

The Employer agrees to record the total dues deduction paid by each employee for the previous calendar year on his or her T-4 Income Tax form.

The Employer shall provide the Union with the following information with respect to each employee in the bargaining unit and shall update it each month: names, addresses, Social Insurance Numbers (with Employee consent) telephone numbers, classifications, employment status, (full-time, part-time etc.) seniority, date of change of status if applicable and their rate of pay. The Employer will provide this information electronically or on computer disk if requested by the Union.

At the Union's request, the Employer may allow the Union to review payroll records, schedules, sign-in sheets and any other information reasonably required to satisfy the Union that dues and initiation fees are being deducted correctly.

The Employer acknowledges that Union dues being remitted are the property of the Union, and not the Employer.

The Union shall indemnify and save harmless the Company, its agents and/or employees acting on behalf of the Company from any claims, demands, actions or causes of action arising out of, in any way connected with the collection and remittance of such dues or the providing to the Union of the employee's SIN.

8. ARTICLE 26 – NO STRIKE/NO LOCKOUT

Section 4 is deleted.

9. ARTICLE 28 - HEALTH AND WELFARE

Article 28 is replaced in its entirety with the following

The Employer will contribute to the UNITE HERE Health and Welfare Plan the following amounts for each hour paid on behalf of each bargaining unit employee who has completed his/her probationary period:

Date	Full time	Part time
April 1, 2021	\$2.42 per hour paid	\$2.32 per hour paid
January 1, 2022	\$2.47 per hour paid	\$2.37 per hour paid
January 1, 2023	\$2.52 per hour paid	\$2.42 per hour paid

It is understood that hours “paid” includes holidays, vacations, parental leave, disability and sickness (non-work related), and adjustments to pay cheques.

In addition, the Employer will continue to make contributions on behalf of an employee for the first month of an authorized leave of absence.

For clarity, the Employer is responsible for any provincial or federal sales tax imposed on such contributions, and any such taxes are in addition to the above contribution rates.

All Health and Welfare payments shall be calculated from the first (1st) day of each month to the last day of each month and shall be remitted and received by the trust of the Health and Welfare Plan of Local 75, prior to the fifteenth (15th) day of the following month.

The Employer will be responsible for loss of benefits to any employee because of any Employer’s default action in payments.

10. ARTICLE 29 – PENSION FUND AND 401(K)

Upon completion of the probationary period, the Employer shall contribute the following for each employee into the UNITE HERE Pension Plan for all employees:

Upon ratification, the Employer will contribute the following hourly rates:

Date	Amount
April 1, 2021	\$1.40
January 1, 2022	\$2.25
January 1, 2023	\$3.00

11. ARTICLE 31 - HOLIDAYS

Section 1 of the Agreement is modified as follows: All employees of the bargaining unit shall be entitled to the paid holidays that the Employer’s client provides its workers. Client’s current holidays are set forth below:

- New Years Day
- Family Day
- Good Friday

- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- Boxing Day
- New Years Day

The third sentence of Section 2 of the Agreement is modified as follows: “When an employee works on a paid holiday, they shall receive holiday pay plus premium pay for all hours worked on the holiday, or they shall receive their regular wages for all hours worked on the holiday and receive another substitute holiday for which they shall be paid holiday pay.

Section 3 of the Agreement is deleted.

12. **ARTICLE 40 – TRAVEL ALLOWANCE**

Article 40 is replaced in its entirety with the following

Section 1. Any employee who is required to utilize their own vehicle, or is requested to perform work at another location, shall receive a mileage allowance at the rate of the prevailing Compass Group Canada designated rate, or be reimbursed the appropriate fee for use of public transportation, if necessary. The current Compass Group Canada designated rate is fifty cents per kilometer (\$0.50/km).

13. **EXHIBIT C: NEW OPERATIONS**

Clause 1 is modified by replacing the words “Section 7 of the National Labor Relations Act” with “the Ontario *Labour Relations Act*”.

Clause 2 is modified by replacing the word “national” with “Ontario”.

Clause 8 is modified by replacing “Arbitrator Dan Silverman” with “Arbitrator Brian McLean”.

ONTARIO SIDE LETTER ON WORK OUTSIDE CLASSIFICATION

The following employees shall continue performing their traditional duties outside of their current classification:

- Kathryn Dandyk
- Charlotte Van Ryn

These duties shall continue so long as they work with the company or they bid to change their classification.

These employees shall receive premium pay of \$1.00 per hour for all hours paid.

VIII. SIDE LETTER ON SAN MATEO COUNTY

1. San Mateo County Wage Rates

San Mateo County Start Rates	1/1/21	1/1/22	1/1/23
GENERAL LABOR/MAINTENANCE	\$ 22.25	\$ 22.50	\$ 22.75
ATTENDANT, VENDING	\$ 21.45	\$ 21.70	\$ 21.95
ATTENDANT, WAREHOUSE	\$ 22.25	\$ 22.50	\$ 22.75
DRIVER, HELPER ¹	\$ 24.25	\$ 24.50	\$ 24.75
SERVER	\$ 21.45	\$ 21.70	\$ 21.95
HOST	\$ 21.45	\$ 21.70	\$ 21.95
SHIFT SUPV, HOURLY-LEAD BARISTA	\$ 23.45	\$ 23.70	\$ 23.95
SHIFT SUPV, HOURLY-LEAD HOST	\$ 23.45	\$ 23.70	\$ 23.95
CATERING CAPTAIN	\$ 23.45	\$ 23.70	\$ 23.95
ATTENDANT, CATERING	\$ 21.45	\$ 21.70	\$ 21.95
BARISTA	\$ 21.45	\$ 21.70	\$ 21.95
COOK	\$ 24.45	\$ 24.70	\$ 24.95
COOK, PREP	\$ 22.45	\$ 22.70	\$ 22.95
DISHWASHER	\$ 20.25	\$ 20.50	\$ 20.75
FOOD SVC UTILITY	\$ 21.45	\$ 21.70	\$ 21.95
LEAD COOK	\$ 26.45	\$ 26.70	\$ 26.95
SPECIALTY COOK	\$ 25.95	\$ 26.20	\$ 26.45

GENERAL INCREASE	\$ 0.75	\$ 0.75	\$ 1.00
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Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

2. Vacation – Article 32

a. Supplement Section 2, as follows:

The maximum vacation that can be accrued by employees in California is 2 times the annual accrual rate of 420 hours [1.75 x 240 hours], whichever is less.

b. Supplement Section 3, as follows:

¹ Includes Food Transporter/Delivery Driver. Must be trained and qualified to drive

In California, employees who do not use all unused vacation at the end of the calendar year may carry over the balance to the next year.

IX. SIDE LETTER ON SANTA CLARA COUNTY

1. Santa Clara County Wage Rates

Santa Clara County Start Rates	1/1/21	1/1/22	1/1/23
GENERAL LABOR/MAINTENANCE	\$ 22.25	\$ 22.50	\$ 22.75
ATTENDANT, VENDING	\$ 21.45	\$ 21.70	\$ 21.95
ATTENDANT, WAREHOUSE	\$ 22.25	\$ 22.50	\$ 22.75
DRIVER, HELPER 2	\$ 24.25	\$ 24.50	\$ 24.75
SERVER	\$ 21.45	\$ 21.70	\$ 21.95
HOST	\$ 21.45	\$ 21.70	\$ 21.95
SHIFT SUPV, HOURLY-LEAD BARISTA	\$ 23.45	\$ 23.70	\$ 23.95
SHIFT SUPV, HOURLY-LEAD HOST	\$ 23.45	\$ 23.70	\$ 23.95
CATERING CAPTAIN	\$ 23.45	\$ 23.70	\$ 23.95
ATTENDANT, CATERING	\$ 21.45	\$ 21.70	\$ 21.95
BARISTA	\$ 21.45	\$ 21.70	\$ 21.95
COOK	\$ 24.45	\$ 24.70	\$ 24.95
COOK, PREP	\$ 22.45	\$ 22.70	\$ 22.95
DISHWASHER	\$ 20.25	\$ 20.50	\$ 20.75
FOOD SVC UTILITY	\$ 21.45	\$ 21.70	\$ 21.95
LEAD COOK	\$ 26.45	\$ 26.70	\$ 26.95
SPECIALTY COOK	\$ 25.95	\$ 26.20	\$ 26.45

GENERAL INCREASE*	\$ 0.75	\$ 0.75	\$ 1.00
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Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

2. Vacation – Article 32

Modify Section 3 as follows: In accordance with state law, employees who do not use all unused vacation at the end of their calendar year may carry over the balance to the next year, up to a two (2) times more than the employee’s current allowance. For example, an employee with three (3) years of service may carry over up to 240 hours of unused vacation.

2 Includes Food Transporter/Delivery Driver. Must be trained and qualified to drive.

X. SIDE LETTER ON SANTA CRUZ COUNTY

1. Santa Cruz County Wage Rates

Santa Cruz County Start Rates	1/1/21	1/1/22	1/1/23
GENERAL LABOR/MAINTENANCE	\$ 22.25	\$ 22.50	\$ 22.75
ATTENDANT, VENDING	\$ 21.45	\$ 21.70	\$ 21.95
ATTENDANT, WAREHOUSE	\$ 22.25	\$ 22.50	\$ 22.75
DRIVER, HELPER 3	\$ 24.25	\$ 24.50	\$ 24.75
SERVER	\$ 21.45	\$ 21.70	\$ 21.95
HOST	\$ 21.45	\$ 21.70	\$ 21.95
SHIFT SUPV, HOURLY-LEAD BARISTA	\$ 23.45	\$ 23.70	\$ 23.95
SHIFT SUPV, HOURLY-LEAD HOST	\$ 23.45	\$ 23.70	\$ 23.95
CATERING CAPTAIN	\$ 23.45	\$ 23.70	\$ 23.95
ATTENDANT, CATERING	\$ 21.45	\$ 21.70	\$ 21.95
BARISTA	\$ 21.45	\$ 21.70	\$ 21.95
COOK	\$ 24.45	\$ 24.70	\$ 24.95
COOK, PREP	\$ 22.45	\$ 22.70	\$ 22.95
DISHWASHER	\$ 20.25	\$ 20.50	\$ 20.75
FOOD SVC UTILITY	\$ 21.45	\$ 21.70	\$ 21.95
LEAD COOK	\$ 26.45	\$ 26.70	\$ 26.95
SPECIALTY COOK	\$ 25.95	\$ 26.20	\$ 26.45

GENERAL INCREASE	\$ 0.75	\$ 0.75	\$ 1.00
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Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

2. Vacation – Article 32

a. Supplement Section 2, as follows:

The maximum vacation that can be accrued by employees in California is 2 times the annual accrual rate or 420 hours [1.75 x 240 hours], whichever is less.

b. Supplement Section 3, as follows:

3 Includes Food Transporter/Delivery Driver. Must be trained and qualified to drive.

In California, employees who do not use all unused vacation at the end of the calendar year may carry over the balance to the next year.

XI. SIDE LETTER ON SEATTLE METROPOLITAN AREA

1. Seattle Metropolitan Area Start Rates

Seattle Metro Area Start Rates	1/1/2021	1/1/2022	1/1/2023
Attendant, Catering	\$20.60	\$20.90	\$21.20
Attendant, MK/Vending	\$20.60	\$20.90	\$21.20
Lead Specialty Cook	\$25.10	\$25.40	\$25.70
Specialty Cook	\$24.10	\$24.40	\$24.70
Barista	\$21.60	\$21.90	\$22.20
Captain Catering	\$23.60	\$23.90	\$24.20
Lead Cook	\$23.60	\$23.90	\$24.20
Cook	\$22.60	\$22.90	\$23.20
Cook, Prep	\$20.60	\$20.90	\$21.20
Dishwasher	\$20.60	\$20.90	\$21.20
Food SVC Utility	\$21.60	\$21.90	\$22.20
Line Server	\$20.60	\$20.90	\$21.20
Runner	\$20.60	\$20.90	\$21.20
SUPV, SHIFT-HRLY	\$23.60	\$23.90	\$24.20

General Wage Increases	\$0.75	\$0.75	\$1.00
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Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

2. Regional Joint Labor Management Committee - SEA

The parties agree that initial subjects for discussion and resolution in the RJLMC-SEA shall be:

- a. Uniforms
- b. Waiver Agreements on Seattle's Secure Scheduling Ordinance

3. Seattle Secure Scheduling Ordinance

The parties mutually agree to waive the enforcement mechanism of the Seattle Secure Scheduling Ordinance (SMC 14.22). All enforcement of this ordinance shall be handled by the grievance and arbitration provisions of this Agreement.

4. Sick Days – Article 33, Section 1

Effective March 1, 2020, employees will be entitled to eight (8) paid sick days, or more, as required by applicable law after one (1) year of service.

Newly hired employees shall be eligible for:

- 8 sick days if hired in the first quarter of the calendar year
- 6 sick days if hired in the second quarter of the calendar year
- 4 sick days if hired in the third quarter of the calendar year
- 2 sick days if hired in the fourth quart of the calendar year

Unused sick days shall be paid out at the end of the calendar year, except as prohibited by Seattle law.

XII. SIDE LETTER ON WASHTENAW COUNTY

1. Washtenaw County Wage Rates

Washtenaw County Start Rates	1/1/21	1/1/22	1/1/23
ATTENDANT, STOREROOM/WAREHOUSE	\$ 19.80	\$ 20.10	\$ 20.40
RUNNER	\$ 17.80	\$ 18.10	\$ 18.40
SHIFT SUPV, HOURLY	\$ 24.30	\$ 24.60	\$ 24.90
BARISTA	\$ 18.30	\$ 18.60	\$ 18.90
COOK	\$ 23.30	\$ 23.60	\$ 23.90
COOK, PREP	\$ 21.30	\$ 21.60	\$ 21.90
DISHWASHER	\$ 17.30	\$ 17.60	\$ 17.90
FOOD SVC WORKER	\$ 18.30	\$ 18.60	\$ 18.90
LEAD COOK	\$ 24.30	\$ 24.60	\$ 24.90

GENERAL INCREASE	\$ 0.75	\$ 0.75	\$ 1.00
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Employees shall receive the minimum classification rate or the general wage increase, whichever affords the employee a higher wage increase.

2. Merger of Units

Effective July 1st, 2021, Washtenaw County Locale Unit shall be merged into the agreement for the Detroit Metropolitan Area.

XIII. SIDE LETTER ON WASHINGTON DC METROPOLITAN AREA

1. Washington DC Metropolitan Area Wage Rates

Washington DC Metropolitan Area Start Rates	1/1/21	1/1/22	1/1/23
ATTENDANT, STOREROOM/WAREHOUSE	\$21.30	\$21.60	\$21.90
BARISTA	\$22.30	\$22.60	\$22.90
CAPTAIN, CATERING	\$26.30	\$26.60	\$26.90
COOK	\$24.30	\$24.60	\$24.90
COOK, PREP	\$22.30	\$22.60	\$22.90
LEAD COOK	\$26.30	\$26.60	\$26.90
COOK, PREP	\$22.30	\$22.60	\$22.90
DISHWASHER	\$20.30	\$20.60	\$20.90
FOOD SVC WORKER	\$20.30	\$20.60	\$20.90
UTILITY	\$19.30	\$19.60	\$19.90
GENERAL INCREASE	\$0.75	\$0.75	\$1.00

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

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