

COLLECTIVE BARGAINING AGREEMENT

By and Between

APPLE, INC.

and

COMMUNICATION WORKERS OF AMERICA, LOCAL 6016

Effective Date: September 24, 2024

Expiration Date: October 1, 2027

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ARTICLE 1
Preamble

This Agreement has been entered into this day September 24 of 2024 by and between Apple's Penn Square Store - Store No. R130 (hereinafter referred to as the "Employer") covering its operation currently located at Penn Square Mall, 1901 NW Expressway, Oklahoma City, Oklahoma, 73118 and Communication Workers of America, AFL-CIO, District 6 (hereinafter referred to as the "Union").

ARTICLE 2
Recognition and Establishment of the Unit

- A. The Employer recognizes the Union as the sole and exclusive collective bargaining agent on behalf of all of the employees of the Employer within the bargaining unit as hereinafter defined, with respect to wages, hours, and all other terms or conditions of employment.
- B. The bargaining unit is defined as all regular full-time and part-time bargaining unit employees employed by Apple Inc. at its Penn Square Store (Store No. R130), currently located at Penn Square Mall, 1901 NW Expressway, Oklahoma City, Oklahoma 73118, but excluding all professional employees, office clerical employees, confidential employees, managerial employees, guards, and supervisors as defined in the National Labor Relations Act.
- C. Flexible workforce employees, interns, other Apple employees providing temporary coverage, and other employees excluded by the Act's coverage that are utilized to perform bargaining unit duties or to work in bargaining unit positions are also not covered by this Agreement.
- D. The Employer shall have the right to create, define, expand, alter any job, job content, job classification, job title, department, operation or service in the Bargaining Unit; to establish duties in connection with the creation of a job title/classification herewith as it shall deem appropriate.
 - 1. The Employer shall notify the Union in writing of any newly created classifications or titles within the Bargaining Unit, the duties established therefore, and the temporary wage rate.
 - 2. Upon such notification, the Employer shall be free to staff such positions.
 - 3. The parties will negotiate a permanent wage rate within thirty (30) days of the new classification or title. The permanent wage rate shall be applied retroactively to the day of the establishment of the new classification or title.
- E. It is understood and agreed that this Agreement applies and is limited in its application to only those bargaining unit employees who are bargaining unit employees in the and assigned to the Apple Penn Square Store (Store No. R130).

ARTICLE 3
Classification of Employees

- A. A full-time employee shall be deemed to be any bargaining unit employee whose standard weekly hours as shown in Apple's People information system are thirty (30) hours or more per week.
- B. A part-time employee shall be deemed to be any bargaining unit employee whose standard weekly hours as shown in Apple's People information system are fewer than thirty (30) hours per week.
- C. Nothing in this Article provides for a minimum guarantee of scheduled or worked hours.

ARTICLE 4
New Hires and Transfers

- A. All new full-time and part-time bargaining unit employees will be covered under all articles of this Agreement; however, for the first twelve (12) months of employment at the Penn Square retail store, bargaining unit employees will not be eligible for arbitration rights under Article 12 (Grievance and Arbitration).
- B. Any full-time or part-time employees hired to work at a different Apple retail store who transfer to the Penn Square store will be covered under all articles of this Agreement; however, they will be required to reach twelve (12) months of employment from the date of hire with Apple to be eligible for arbitration rights under Article 12 (Grievance and Arbitration).
- C. Time worked as a seasonal employee (flexible workforce employee or "FWE") does not count toward the twelve (12) months threshold.

ARTICLE 5
Agency Shop

- A. The Employer and the Union agree that, under the requirements of Article XXIII, Section 1A of the Oklahoma Constitution, bargaining unit employees cannot be required, as a condition of obtaining or continuing employment with the Employer, to become or remain a member of the Union, or to pay dues, assessments or other charges or expenses of any kind or amount to the Union. The Employer reserves the right to inform bargaining unit employees and applicants for employment of their rights and obligations pursuant to Article XXIII, Section 1A of the Oklahoma Constitution.
- B. Bargaining unit employees may voluntarily elect to become or remain members of the Union, and to pay dues, assessments or other charges to the Union.
- C. Bargaining unit employees who are employed by the Employer on or before the effective date of this Agreement and who voluntarily elect to become members of the Union shall pay

any applicable Union dues and fees within thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.

- D. Bargaining unit employees who are employed by the Employer after the effective date of this Agreement who voluntarily elect to become members of the Union shall pay any applicable Union dues and fees within thirty (30) days after joining the bargaining unit, until the termination of this Agreement.
- E. If a bargaining unit employee chooses to no longer be a member of the Union prior to the termination of this Agreement, their obligations to pay any applicable Union dues and fees will cease upon the date that they give adequate notice to the Union of their decision to no longer be a member.
- F. Bargaining unit employees will not be required to pay any Union dues and fees if they transfer out of the bargaining unit. Bargaining unit employees will not be required to pay any Union dues and fees while on a leave of absence lasting one (1) month duration or longer. Union dues and fees will reapply to bargaining unit employees on the thirtieth (30th) day following their return to the bargaining unit.
- G. The Union shall notify bargaining unit employees who refuse to comply with this Article or who are in arrears of their payments, and request such bargaining unit employees to bring themselves up to date in such payment. Bargaining unit employees shall be given a period of thirty (30) calendar days to make such payment.
- H. The Union agrees that it will not exert any pressure, intimidate, or coerce bargaining unit employees into membership in the Union.

ARTICLE 6

Deduction of Union Dues

- A. **Checkoff.** The Employer agrees to deduct from the pay of all bargaining unit employees who become member of the Union, any standard Union dues. The Employer agrees to remit to the Union all such deductions within fourteen (14) days of the end of the month for which the deduction was made. No such deduction shall be made and/or required unless the Union has submitted to the Employer a voluntary written, signed authorization sufficient to satisfy all provisions of applicable law that authorizes these deductions at least fourteen (14) days in advance of the applicable payroll date. The Union will notify the Employer at least thirty (30) calendar days in advance of any change in the dues amount.
- B. **Indemnity.** The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, causes of action, or any other forms of liability that may arise out of or by reason of any action taken or not taken by the Employer in good faith for the purpose of complying with the provisions of this Article, including claims by bargaining unit employees, including but not limited to any attorney's fees or costs incurred as a result of such claims, demands, suits, causes of action, or any other forms of liability.

ARTICLE 7
Management Rights

A. Except as expressly limited by a specific provision of this Agreement, the Employer reserves and retains in full, exclusively, and completely, any and all management rights, discretion, prerogatives and privileges previously vested in or exercised by the Employer prior to the effective date of this Agreement. Such rights of management include, but are not limited to, the following:

- to plan, direct, control, increase, decrease, diminish or cease store or related operations in whole or in part;
- to determine the types of services to be rendered, the layout and design of the stores, and the types of products or services to be sold;
- to discontinue or introduce new or improved methods, techniques, processes, technology or equipment to enhance store operations;
- to select, hire, reclassify, promote, demote, transfer, suspend, discipline, layoff, or discharge bargaining unit employees;
- to modify positions from full-time to part-time based on operational requirements and vice versa, and to determine whether to use and classify bargaining unit employees as full-time or part-time, or seasonal (flexible workforce employees; “FWE”);
- to determine and change requirements for work availability, work hours (including reducing work hours), work schedules, starting and quitting times, shifts, store hours, the length of the workday, and the work week for bargaining unit employees, and to determine when overtime shall be required and authorized;
- to interchange, combine, modify, or create new job classifications, including new job content, and to assign wage rates thereto;
- to determine the qualifications and skills required for each job classification and to create, establish, and modify performance and productivity standards necessary for any of the jobs it may have or may create in the future, and to regularly review bargaining unit employees’ performance to determine whether such standards and levels are being met. Apple agrees to provide updated qualifications and skills for each job title to the Union upon request;
- to determine the number of bargaining unit employees it shall employ at any given time and to hire bargaining unit employees, determine their qualifications, and assign and direct their work;
- to determine the processes, methods and procedures utilized by bargaining unit employees;
- to train bargaining unit employees on the requirements of performing services for Apple and its customers;

- to determine the selection, retention, or substitution of any vendor, supplier or third-party entity with whom Apple conducts business;
 - to subcontract bargaining unit work, as required by business and operational needs, as long as it does not result in the layoff of bargained-for bargaining unit employees covered by this Agreement;
 - to assign bargaining unit work to non-bargaining unit employees consistent with past practice (*e.g.*, FWEs, contractors, and short-term assignments by Apple bargaining unit employees who typically work outside of the Penn Square store), as long as it does not result in the layoff of bargained-for bargaining unit employees covered by this Agreement;
 - to institute policies and practices to guarantee confidential launches of products and services;
 - to conduct anonymous worker satisfaction or related employee s;
 - to maintain or implement co-worker feedback processes for positive intent development processes only and will not lead to disciplinary action;
 - to maintain or implement complaint processes which address issues outside of this Agreement;
 - to adopt, modify, rescind, or change policies applicable to bargaining unit employees, including, for example, but not limited to those pertaining to employee behavior, workplace harassment and workplace violence business conduct, safety and health protocols, and the like, along with the right to impose discipline, up to and including discharge for policy violations; and
 - to perform all other functions inherent in the administration or management of the business.
- B. The Employer has and shall retain the unrestricted right to determine the location of Store Number R130 and its operations and to assign, move, transfer, sell, direct remote work, close, or liquidate Store Number R130, including its operations, or the work performed consistent with existing laws and the provisions of this Agreement.
- C. The failure of the Employer to exercise any power, function, authority or right reserved or retained by it, or the exercise of any power, function, authority or right in a particular manner, shall not be deemed a waiver of the right of the Employer to exercise such power, function, authority or right, or to preclude the Employer from exercising the same in some other manner, so long as it does not conflict with any express provision of this Agreement.
- D. The Employer's management rights set forth in this Article will not expire with the expiration of this Agreement, rather, the parties expressly agree that the Employer may exercise all the rights set forth in this Article after expiration of this Agreement, and the Union waives any right to negotiate over the exercise of rights set forth in this Article.

- E. The Employer agrees that it will give the union notice before adopting or changing any rule, policy, or practice having a significant impact upon one or more members of the bargaining unit. If the union requests, the employer will bargain in good faith, to agreement or impasse, any adoption or change in rule, policy, or practice that goes beyond the rights the Employer has reserved or exercised under this Article.

ARTICLE 8

Non-Discrimination

- A. The Employer and the Union agree that they will not discriminate against any bargaining unit employee covered by this Agreement because of such bargaining unit employee's race, color, ancestry, national origin, caste, religion, creed, age (over 40), mental and physical disability, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity or expression, medical condition, genetic information, marital status, military or protected Veteran status, an bargaining unit employee's reproductive health decisions or those of their dependents (whether to use a particular drug, device or medical service or procedure in connection with the individual's reproductive health), or on any other basis protected by law or applicable Apple policies (including but not limited to Apple's Equal Employment Opportunity, Workplace Behaviors, Harassment, Inclusion and Diversity, and Affirmative Action policies).
- B. The Employer and the Union will not tolerate discrimination, harassment (including sexual harassment) or retaliation against bargaining unit employees. This includes discrimination, harassment or retaliation by the Union, management, bargaining unit employees, coworkers, or third parties.
- C. Nothing in this Agreement shall be applied or interpreted to restrict the Employer from taking such action as it deems necessary to fully comply with any federal, state or local laws, statutes, ordinances, rules, regulations and executive orders. The grievance-arbitration provisions of this Agreement shall not apply to any such actions or to any complaints, allegations, or charges of unlawful discrimination. The Employer and the Union encourage bargaining unit employees with a concern under this Article to raise it in the way they feel most comfortable, internally to their manager, to their People, Employee Relations, or Labor Relations Business Partner, or to People Support; or externally to any of the government agencies or other external organizations that address employee and workplace concerns.

ARTICLE 9

No Strike/Lockout

- A. During the life of this Agreement, neither the Union nor any bargaining unit employees shall directly or indirectly call, sanction, encourage, finance, and/or assist in any way, participate directly or indirectly in any strike including a sympathy strike, slowdown, picketing, walkout, work stoppage, or other interference with store operations arising out of any dispute involving the interpretation or application of this Agreement or over any other dispute, which interrupts or interferes with work, production, or quality, or which prevents or attempts to prevent free access to the Employer's store. The Union shall cooperate with the Employer throughout said period in continuing store operations in a normal business manner, and shall

actively discourage and endeavor to prevent or terminate any violation of this Section. The Employer retains the right to discipline, up to and including termination, bargaining unit employees engaged in, participating in, or encouraging any action as described in Section A of this Article.

- B. In the event any violation of Paragraph A hereof occurs, the Local President (or the appropriate Union representative, if the Local President is not available) shall promptly take all steps outlined in Paragraph C, including ordering the bargaining unit employees involved to cease the violation and return to work at once. The Employer agrees that there shall be no financial liability on the part of the Union or any of its officers or agents, provided that in the event of such unauthorized action the Union promptly takes all steps outlined in Paragraph C. The Employer and the Union will work together to bring any such unauthorized action to an end.
- C. Union's Duties and Responsibilities In Case of Prohibited Conduct. In the event that any employee(s) covered by this Agreement participates in any activity prohibited by Paragraph A of this Article, the Union shall immediately take the following steps:
 - (1) Notify all bargaining unit employees to cease such unauthorized activities and return to work immediately, and that the Employer may discipline them, up to and including termination, for their unauthorized conduct;
 - (2) Post notices on any Union bulletin boards or online fora containing notices that such actions are unauthorized and instructing bargaining unit employees to cease such actions and return to work immediately;
 - (3) Notify the Employer in writing that such actions have not been authorized, orchestrated or sanctioned by the Union; and
 - (4) Immediately take every reasonable effort to induce such bargaining unit employees to cease their actions until the bargaining unit employees cease the prohibited conduct.

Notice to the Employer by e-mail to the Employer's Labor Relations Business Partner, and notice to bargaining unit employees by hand delivery, overnight delivery or phone call will be sufficient and valid for purposes of this Article.

- D. There shall be no lockout of bargaining unit employees during the duration of this Agreement. The layoff of bargaining unit employees or the closing of the store covered by this Agreement shall not be considered a lockout for purposes of this Agreement.

ARTICLE 10

Discipline and Discharge

- A. Bargaining unit employees who don't exhibit appropriate workplace behavior, or who violate Employer policies, guidelines, or ethics, may be subject to discipline up to and including immediate termination of employment.
- B. The Employer reserves the right to exercise discretion to determine the appropriate disciplinary measures for each situation, within the Employer's established guidelines. For example, while some repeated violations may call for discipline to progress from a verbal warning to a misconduct warning to termination, other violations may be subject to an immediate misconduct warning or immediate termination. Additionally, the Employer may determine that other disciplinary actions are appropriate depending on the circumstances, including but not limited to suspension or change in position or removal of job responsibilities. Disciplinary action shall be neither capricious, arbitrary nor discriminatory in manner.

Conduct that may warrant immediate termination of employment includes, but is not limited to:

Policy Violations

- 1. Violating confidential, proprietary, and trade secret information obligations (including those stated in Apple's Intellectual Property Agreement).
- 2. Using Employer time, materials, facilities, equipment, or electronic resources for purposes unrelated to Employer's business without your manager's express permission.
- 3. Accessing, downloading, or viewing inappropriate materials such as pornography.
- 4. Illegally downloading and/or distributing copyrighted materials such as movies, music, software, or other media.
- 5. Engaging in activities or behaviors that violate Apple policies, including but not limited to Apple's Business Conduct Policy, Harassment, and Equal Employment Opportunity.
- 6. Direct insubordination that is egregious or a blatant refusal to follow reasonable directions.
- 7. Interfering or failing to cooperate with an investigation.

Safety and Violence Violations

- 1. Committing any act of violence, participating in or encouraging a fight, or issuing threats.
- 2. Committing any act that violates safety rules or that might endanger the safety or lives of others.
- 3. Possessing firearms, explosives, or weapons of any kind on Employer premises or at Company or Apple-sponsored events.

Criminal Acts

- 1. Destroying, damaging, defacing, sabotaging, or stealing Employer or Apple records, property (including intellectual property), tools, equipment, or the property of others on Employer premises or at Employer or Apple-sponsored events.

2. Manufacturing, distributing, dispensing, processing, or using illegal or controlled substances without a prescription on Employer premises or at any offsite location where Employer business or Employer or Apple-sponsored events are being conducted.

Falsification or Misrepresentation

1. Falsifying Employer records, including but not limited to timecards and expense reports.
2. Making false statements or misrepresentations at the time of hire or promotion, during the course of employment, or during an investigation.

Other Violations

1. Photography at any Employer or Apple facility or home office or during meetings at any location where Employer or Apple confidential information could be compromised.
- C. The Employer's Attendance Policy and associated disciplinary action is addressed in the Article 14 entitled Timekeeping and Attendance.

ARTICLE 11

Performance Management

- A. Documented Coaching is a formally recorded performance improvement process. It lists previous actions taken to address the performance issue, outlines objectives for improvement, specifies consequences for failure to improve which includes termination, and records the results of the coaching. During a Documented Coaching, store management will provide regular weekly feedback to bargaining unit employees regarding their performance against their objectives for improvement.
- B. Apple will provide at least two (2) Verbal coachings to a bargaining unit employee prior to placing them on a Documented Coaching.
- C. A Documented Coaching shall be in place for 60 days and, depending on the performance issue, may be extended if needed. During that period, bargaining unit employees are usually not eligible for transfers or promotions.
- D. If the same or other performance issues occur in the twelve (12) months after an bargaining unit employee successfully completes a Documented Coaching period, they may be subject to disciplinary action, up to and including termination of employment.
- E. Being on a Documented Coaching does not prevent a bargaining unit employee from being issued discipline under Article 10 (Discipline and Discharge) or from receiving Occurrences for attendance issues under Article 14 (Timekeeping and Attendance).

ARTICLE 12

Grievance and Arbitration

All complaints, disputes, or controversies, arising between the Employer and the Union or any bargaining unit employee covered by this Agreement, on or after the effective date of this Agreement, which involve interpretations or applications of any of the provisions of this Agreement, shall be referred to as “Grievances.”

It is the desire of the parties to this Agreement that grievances be discussed informally whenever possible to resolve the dispute prior to the formal grievance process. Grievances filed through the formal grievance process shall be adjusted by the parties in the manner provided below:

- A. **First Step:** If the Grievance is not resolved through informal resolution, a written Grievance shall be presented within thirty (30) days after the event at issue or the grieving bargaining unit employee’s first knowledge of the event at issue. **Grievances are to be presented in writing to the store manager involved in the discussion or their designee and the Union Steward. The Grievance shall cite to the specific Article of this Agreement and subsection, if applicable, that the party alleges was violated. The Grievance shall be dated and signed by the bargaining unit employee and the Union Steward involved. Any Grievances not initiated within the time limit above shall be deemed resolved and shall not be further pursued formally by either party. The store manager or their designee shall respond in writing within fourteen (14) calendar days after presentation of the written Grievance to the store manager or their designee.**
- B. **Second Step:** If the Grievance remains unresolved after the first step, the Union may, within fourteen (14) calendar days of the answer in section (A) of this Article, appeal to the Labor Relations Business Partner (“LRBP”) for review between the LRBP (or a representative designated by them) and the Union’s designated representative. The Grievance shall cite to the specific Article of this Agreement and subsection, if applicable, that the party alleges was violated. Grievance shall be dated and signed by the Union Steward submitting it. The LRBP will issue the Employer’s response and decision within fourteen (14) calendar days after receipt.
- C. Formal or informal grievance meetings shall be held at mutually agreeable times and locations. Aggrieved bargaining unit employee(s) shall be paid for the time spent in grievance meetings. The Employer will also pay up to one (1) bargaining unit employee who is acting as a Union representative in grievance meetings for the time spent in those meetings.
- D. **Third Step: Arbitration.** If the Grievance remains unresolved, the Union may refer the Grievance to arbitration. This must be done within sixty (60) calendar days of receipt of the Employer’s response and decision, by means of written notice signed by the Union Steward and addressed to the American Arbitration Association (“AAA”), and the Employer.

Selection of the Arbitrator. If the Grievance is submitted to arbitration, the Union and the Employer shall secure a panel of ten (10) qualified arbitrators from the American Arbitration Association (AAA). The Union or the Employer may request the

AAA for a new panel of ten (10) qualified arbitrators if either party finds the panel to be unacceptable. A single arbitrator shall be chosen by the parties by alternately striking names from the list until there is only one (1) name on such list. The arbitrator whose name remains last on such list shall be considered as chosen by both parties.

Scope of Arbitration. The arbitrator so selected shall serve as an impartial arbitrator. The arbitrator shall render a decision within thirty (30) calendar days from the date of the hearing unless the parties mutually agree in writing to extend the time limits. The arbitrator's decision shall be final and binding on both parties. The arbitrator shall have no power to add to or subtract from or to change, modify, or amend any of the terms and provisions of this Agreement, or any properly executed agreement between the parties. The arbitrator shall not decide on any matter which does not constitute a grievance under this Article. An arbitrator shall also have no jurisdiction to consider a time-barred Grievance unless the Employer has agreed in a signed writing to allow the time-barred grievance to be submitted to arbitration.

Fees and Expenses. The Employer and the Union shall each be responsible for any fees and expenses payable to the arbitrator, and each shall pay one half (1/2) of any fees and expenses payable for the services of the arbitrator. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of a hearing will be borne by the party requesting such cancellation or postponement unless mutually agreed otherwise.

- E. **Limitations on Back Pay:** Should an arbitrator award back pay, the Employer shall have the right to credit against such back pay any earnings, compensation, or remuneration received by the individual from any source whatsoever during the period involved, including unemployment compensation.
- F. **Effect of Time Limits:** Any Grievance not processed in accordance with the time limits or steps in this grievance procedure or any of the foregoing requirements shall be considered waived without regard to any excuse and no arbitration shall be had. Any time limit specified in this Article may only be extended by mutual written agreement between the Employer and the Union. If the Employer does not respond to a Grievance at any step within the applicable time limit, the Grievance shall be deemed denied on the last day of such time limit. A Grievance will be considered resolved and settled if the Employer's response and decision is not appealed to the next step within the applicable time limit. A resolution and settlement reached between the Employer and the Union in any step of this procedure shall terminate the Grievance and shall be final and binding on both parties.

ARTICLE 13

Work Assignments

- A. The Employer shall determine whether to staff a position or fill a vacancy and the method or combination of methods it shall use for such purposes. In deciding how to fill the vacancy, the Employer will consider all factors which in its discretion it believes are relevant to the

efficient operation of the Penn Square store. Nothing herein shall limit the Employer's right to fill a vacancy in any manner.

- B. All vacancies within the Bargaining Unit shall be posted manually or electronically in accordance with the Penn Square store's standard practices. The posting shall include all standard information the Employer provides in its job vacancy postings. The vacancy shall remain posted for seven (7) calendar days.
- C. The Employer agrees to notify all eligible candidates within fourteen (14) calendar days from the date job vacancy closes with their scheduled interview date. Not all candidates are guaranteed an interview.
- D. When in the opinion of the Employer, candidates are equally qualified in terms of skills, capabilities, and overall experience, Apple will consider tenure in making the selection decision.
- E. To be eligible to apply for a bargaining unit vacancy, the bargaining unit employee must have been in their current role for at least six (6) months, must not currently be on any performance management plan (including a Documented Coaching), and must have not received a formal disciplinary Misconduct or other written warning for a policy violation in the previous twelve (12) months. Candidates must also meet any other eligibility criteria set by the Employer.
- F. The Employer agrees to provide the Union, in writing, the names and titles of any candidates selected to fill a vacancy under this article within fifteen (15) calendar days after any such selection has been made.

ARTICLE 14

Timekeeping and Attendance

- A. Attendance Events resulting in Occurrences are recorded on a rolling one-hundred and eighty (180) day calendar period. The occurrence points associated with an Event will expire and be removed from the cumulative total after 180 days (any other points that are part of the cumulative total will remain until they expire).
- B. Occurrences as defined in Section D shall result in Progressive Discipline as described in Section C unless time is approved as Apple Sick Leave, Bereavement, Jury Duty, or FMLA, and the bargaining unit employee has sufficient time accrued per Section (E)(3)(a).

In the event of a denied leave request, the occurrences will be accounted for at the time management becomes aware of the denial.

- C. Progressive Discipline.

1. Bargaining unit employees will receive a Verbal Counseling after one or more Attendance Events prior to receiving a First Written Warning (unless the Attendance Event constitutes 4 or more occurrences for a first offense (e.g. a No Call/No Show)).
2. If, on the date of any new Attendance Event, a bargaining unit employee has a total of four (4) or more cumulative active Occurrences (including any new or partial Occurrence), the bargaining unit employee will be issued the appropriate level of discipline. See chart below.
3. For purposes of Progressive Discipline, Written Warnings will remain in effect for one (1) year, three hundred and sixty five (365) days.
4. Bargaining unit employees who go 365 days without having any new Attendance Events that result in their cumulative total exceeding four (4) or more will have the Progressive Discipline process restart at the Verbal Counseling level. Their cumulative active occurrence total will remain intact at that time based on the process described in this Article.

1. Occurrences resulting in Progressive Discipline	Discipline:
a) After one or more Attendance Events and prior to receiving a First Written Warning (unless the Attendance Event constitutes 4 or more occurrences for a first offense (e.g. a No Call/No Show))	Verbal Counseling
b) Four (4) Occurrences within a one-hundred and eighty (180) day rolling period	First Written Warning
c) An Additional Occurrence or Partial Occurrence within three hundred and sixty-five (365) days after receiving a First Written Warning that results in the total cumulative occurrences equaling four (4) or more	Second Written Warning
d) An Additional Occurrence or Partial Occurrence within three hundred and sixty-five (365) days after receiving a Second Written Warning that results in the total cumulative occurrences equaling four (4) or more	Final Written Warning
e) An Additional Occurrence or Partial Occurrence within three hundred and sixty-five (365) days after receiving a Final Written Warning that results in the total cumulative occurrences equaling four (4) or more	Termination

D. Occurrences Defined.

1. Failure to meet the Employer's call out requirements:	Occurrences
a) Failure to call out prior to shift start but calling less than 60 minutes after the start of your shift	1
b) Calling out for scheduled shift more than 60 minutes after the start of your shift	4
c) Leaving the scheduled shift more than 5 minutes before completion and without manager approval	4

2. Unanticipated Absence or Tardiness:	Occurrences
a) Call out for scheduled shift with available Apple Sick, Regional Sick, or other form of approved leave covered by Section (B)	0
b) Call out for scheduled shift without available Apple Sick, Regional Sick, or other form of approved leave	1
c) Tardiness of six (6) or more minutes after at the start of scheduled shift or scheduled break	0.5

E. Unanticipated Absence Notification Guidelines.

1. The Employer requires compliance with the following unanticipated absence notification guidelines.
2. To ensure proper coverage for unanticipated call outs, bargaining unit employees should send confirmation to the Store's Product Zone phone line via call or text at least sixty (60) minutes prior to the start of the bargaining unit employee's scheduled shift start with the following information:
 - a. Their name and scheduled shift time; and
 - b. Specifying which form of leave covered by Section (B) will be used if they contend any Occurrence should be excused.

Any bargaining unit employee who is uncomfortable leaving this information in a recorded message or text must make other arrangements with their Store Leader (or designee) to provide timely information about the reason for their leave.

3. The bargaining unit employee will incur an Occurrence unless both of the following conditions are met:
 - a. At the date and time of the call out, the bargaining unit employee must have accrued sufficient benefit time under the form of leave covered by Section (B) which they specified for use in this instance; and
 - b. The bargaining unit employee submits the time away in Apple's timekeeping system within twenty-four (24) hours of their return to work.
4. Failure to meet both conditions of Section (E)(3) will result in an Occurrence as specified in Section (C).
5. After failure by a bargaining unit employee to report to work or to contact their Manager for three (3) or more consecutive work days, the Employer may conclude that the bargaining unit employee has abandoned their position and voluntarily resigned their employment.
6. Store Leader (or designee) will have the discretion to make an exception for emergency circumstances.

ARTICLE 15

Meal Periods and Rest Breaks

A. Meal Periods.

1. The Employer shall provide bargaining unit employees with a meal period of at least thirty (30) minutes if they work more than five (5) hours and a second meal period of at least thirty (30) minutes if they work more than ten (10) hours. Bargaining unit employees shall be relieved of all duties and are free to leave the workplace during their meal periods. Meal periods are not considered hours worked and are unpaid.
2. Bargaining unit employees who work more than five (5) hours are expected to take their uninterrupted 30-minute meal period (or a 60-minute meal period if a shift is for eight (8) hours or more) before the end of their fifth (5th) hour of work. For example, if a bargaining unit employee begins work at 8:00 a.m., they are expected to take their meal period before 1:00 p.m.
3. Bargaining unit employees who work more than ten (10) hours are expected to take their second uninterrupted 30-minute meal period before the end of the tenth (10th) hour of work. For example, using the scenario above in Section (A)(2), a bargaining unit employee is expected to take a second meal period before 7:00 p.m.

- B. Bargaining unit employees are authorized and permitted and expected to take a 15-minute paid rest break for every four (4) hours worked. Bargaining unit employees shall be relieved of all duties during their rest breaks. Rest breaks are paid so bargaining unit employees should not clock out. Rest breaks should be taken as near as possible to the middle of each 4-hour work period, when practicable.
- C. If a bargaining unit employee has not been provided the opportunity to take their meal periods or rest breaks in accordance with Section (A) or (B), they must immediately inform their Manager, union representative, or Labor Relations Business Partner. If a bargaining unit employee does not report that they had an issue with a meal period or rest break, the parties agree that any skipped, late, or short meal period or rest break shall be deemed to be the result of the bargaining unit employee's voluntary decision to skip it, take it later, or cut it short.

ARTICLE 16

Joint Safety and Health Committee

- A. Safety and health are mutual priorities of the Employer and the Union. The Employer and the Union are committed to working together to maintain a healthy, safe and environmentally responsible workplace. The Employer and the Union are also committed to promoting a better understanding and acceptance of the principles of safety and health on the part of all bargaining unit employees.
- B. To achieve the above principles, the Employer and the Union agree to establish a joint Union Management Safety and Health Committee ("Safety Committee") for the duration of this Agreement. The Safety Committee shall be comprised of the market's Environmental Health and Safety ("EHS") Lead, the Store Leader or Operations Manager (or their designee), and the Operations Lead. Additionally, the Union will appoint three (3) bargaining unit representatives to serve on the Safety and Health Committee, which will be comprised of one each from the Product Zone, Genius Bar, and Forum whenever possible. The Union will also appoint one additional alternate to serve at any Safety and Health meeting in which any appointed bargaining unit representative is not available.
- C. The Safety Committee's purpose will be to:
 - a. Identify safety and health training needs and create an action plan to ensure timely completion and tracking of all training requirements.
 - b. Review safety-related reporting and metrics including the EHS inspection results completed monthly by the Operations Lead, injury-related incident summaries, and safety feedback from any team members.
 - c. Review new and pending safety-related concerns raised by bargaining unit employees.
 - d. Complete bi-annual Emergency Response Plan drills and conduct a debrief on store preparedness in a timely manner.

- D. The roles of the Safety Committee members will be as follows:
- a. The EHS Lead will facilitate the Safety Committee meetings, identify inspection areas to focus on following each meeting, and analyze safety trends and provide guidance to the Safety Committee on preventative measures. The EHS Lead will also train the Operations Lead and other Safety Committee members on incident reporting, conducting and documenting Emergency Response Plan drills, and Safety Related Resource training.
 - b. The Store Leader or Operations Manager (or designee) will champion a culture of “safety first” for the store, attend Safety Committee meetings, and provide the perspective of store management.
 - c. The Operations Lead will complete monthly inspections and audits (consistent with current practices), report findings to the Safety Committee, and partner with the Store Leader and Operations Manager to determine next steps. The Operations Lead will also review pending safety-related issues work orders from the prior meeting and share any updates on recent Emergency Response Plan drills.
 - d. The additional Safety Committee members from the bargaining unit will allocate responsibilities among themselves to prepare and circulate prior to each meeting a meeting agenda; document, circulate for review, and approve Safety Committee meeting minutes; and ensure proper follow-up actions are assigned and completed in a timely manner. All agendas, Safety Committee meeting minutes, and follow-up actions will be shared with the full Safety Committee.
- E. The Safety Committee shall meet at a mutually agreed-upon time, quarterly, for one (1) hour. The Safety Committee may also mutually agree to alter this schedule should specific needs arise, including to hold additional ad hoc meetings as needed. Time spent in Safety Committee meetings and performing Safety Committee functions will be considered paid time. No Safety Committee member from the bargaining unit, however, will perform any functions on behalf of the Safety Committee unless prior approval is obtained from their manager, which approval will not be unreasonably denied.

ARTICLE 17

Responding to Public Health Emergencies

- A. When the federal government declares a public health emergency, the Employer will contact the union as soon as practicable to bargain over the effects of that public health emergency.
- B. Should the Employer offer a paid leave to its non-bargaining unit, non-exempt Retail US-based employees in direct response to that public health emergency (such as for Employer-required quarantining), the Employer agrees to offer the same paid leave under the same

terms and conditions to bargaining unit employees, until the parties have had an opportunity to bargain as described in Section A.

ARTICLE 18

Working Relations Committee

- A. This Article establishes a joint working relations committee between the Employer and the Union as more specifically described below (the “Committee”).
- B. The Committee shall be composed of two (2) individuals from the Employer and two (2) individuals from the Union (one member of the bargaining unit and one CWA bargaining representative), which shall be designated, in writing, by each party.
- C. Meetings may be held at the request of either party at mutually agreeable times and places two (2) times a year in the vicinity of the store. Time spent by the bargaining unit employee in the Working Relations Committee meetings will be considered paid time. The subject matters discussed by the Committee shall be limited to the concerns of mutual interest to the parties. A meeting agenda will be passed fifteen (15) days before the mutually agreed upon meeting.
- D. Discussions and decisions of the Committee shall not add to, subtract from, or modify in any manner whatsoever the terms and conditions of this Agreement. Further, no discussions or decisions by the Committee shall constitute mid-term bargaining or replace, supplement or be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 19

Union Activities

The Employer will provide one (1) bulletin board of approximately 4’ by 3’ for the exclusive use of the Union in the back of house of Store No. R130 where other employment postings are located.

Bulletin board material shall be restricted to the following:

- a. Notice of Union recreational and social affairs;
- b. Notices of Union elections, appointments, and results of Union elections;
- c. Notices of Union meetings; or
- d. Other factual notices and announcements concerning official business of the Union.

Notices posted on the bulletin board shall not be offensive, derogatory, or inflammatory, and shall comply with Apple’s policies. The Employer will work with the Union to remove any

notices that do not comply with this Article. In rare circumstances if the Employer has to remove a non-compliant item immediately, it will retain the item, and discuss with the Union as soon as possible.

ARTICLE 20

Union Representation

A. Union Representatives.

- i. Bargaining unit employees who are designated as Union representatives may take up to five (5) unpaid days off annually in connection with representation of the Penn Square unit to attend Union training, conventions, or other short-term commitments. Such time must be taken in a minimum of one (1) day increments and may be taken as a one (1) week interval or non-consecutively.
- ii. A total of three (3) bargaining unit employees designated as Union representatives may be excused at any given time, with a maximum of one (1) bargaining unit employee from each of the following areas of the store: Product Zone/Forum, Genius Bar, and Operations.

B. Shop Stewards.

- i. The authority of the Shop Stewards shall be limited to the following duties and activities:
 - (a) The investigation and presentation of grievances to the Employer representative in accordance with the provisions of this Agreement;
 - (b) The transmission of such messages and information which shall originate with and be authorized by the Union or its officers; and
 - (c) Inform low-level conflict resolution directly related to the provisions in this Agreement.
 - ii. Any meetings that Shop Stewards attend with management during their scheduled working hours for the purposes of collective bargaining agreement interpretation and representation of current bargaining unit employees, including *Weingarten* meetings, shall be considered Employer paid work time. This does not include grievances, arbitrations, NLRB hearings, and the like.
 - iii. Prior to Shop Stewards performing any duties identified in this Section (B), the Union will inform management of the identity of the designated Shop Stewards.
- C. Chief Steward.** The Union may designate one bargaining unit employee as a “Chief Steward,” who may be granted up to eighty (80) unpaid hours per calendar year to service grievances, attend Union training or conventions, or perform other Union duties related to the Chief Steward role. Such time must be taken in a minimum of one (1) day increments and may be taken as a one (1) week interval or non-consecutively. In determining whether to grant such requests, the Employer shall give due consideration to business needs as determined by the Employer, the requests for time off from other bargaining unit employees, and its ability to cover the bargaining unit employee’s affected shifts.

D. Privacy and Confidentiality.

- i. When representing current bargaining unit employees, Shop Stewards will take every step to preserve employee confidentiality and the privacy of the employee's personal data (also referred to as Personally Identifiable Information or PII). For example, bargaining unit employees' PII shall be shared on a need-to-know basis as part of that representation.
 - ii. The definition of PII in this Article is consistent with Apple's PII policy and relevant applicable laws. PII includes, but is not limited to, name and surname, home address, telephone number, date and place of birth, identity card number, driver's license number, social security number, income tax bracket, passport details, work permit number, resident permit number, marital status, dependents, bank account, credit card number, any other government identification information, emergency contact information, health information, including information regarding health insurance benefit entitlements and leaves of absence, sick day reporting, national service conscription, whether an individual has a disability that requires a reasonable accommodation, hire date, employee number, workplace address, workplace telephone number and email address, and workplace and personal mobile telephone numbers.
 - iii. Access to PII should be limited to a specific business purpose and any PII that is part of the union or Shop Stewards' records should not be retained beyond that particular business need. Data or files containing PII will be stored via encryption or password protection and will be identified as confidential.
- E. When a bargaining unit employee is engaged in activity for the benefit of the Union, they will make clear that they are representing the Union and not the Employer, and will not wear their Apple uniforms. This shall not apply to meetings outlined in Section (B)(ii) above.
- F. Bargaining unit employees who want to take time off under this Article shall request any such days off between four (4) to ten (10) weeks in advance, using the Employer's existing RTO request process. In determining whether to grant such requests, the Employer shall give due consideration to business needs as determined by the Employer, the requests for time off from other bargaining unit employees, and its ability to cover the bargaining unit employee's affected shifts. Requests for time off under this Article during the following time periods will not be approved: the weeks of Thanksgiving, Christmas and New Year's, and any week in which a new product is being launched in the store.

ARTICLE 21
Union Orientation

- A. Stewards may conduct an orientation meeting of up to thirty (30) minutes for each new bargaining unit employee within that employee's first thirty (30) days of employment. Such time may be scheduled by the Store Leader or their designee during regular straight

time working hours and will be considered to be “for representation of bargaining unit members” as described in Article 20 (Union Representation).

- B. When a steward is engaged in the orientation meeting for the benefit of the Union, they will make it clear that they are representing the Union and not the Employer.
- C. Further, during the orientation of new hires, each party will bring to the attention of the new bargaining unit employees the relationship between the parties and the Union’s role as the bargaining representative of bargaining unit employees.

ARTICLE 22

Basis of Compensation

A. Start Rate.

Job Titles	Start Rate
S2 - Specialist: Ops Specialist Specialist Store Admin Specialist Technical Specialist	\$22
S3 - Expert: Business Expert Creative Expert Operations Expert Programming Expert Schedule Planner Technical Expert	\$23.51
S4 - Genius/Pro: Business Pro Creative Pro People Ops Planner Genius Genius Admin Pro Tech and Merch Pro	\$25.82
S5 - Lead: Lead Lead Creative Lead Genius Operations Lead	\$28.27

1. Any bargaining unit employee whose existing pay rate is higher than the minimum rate identified in Section A shall retain their existing pay rate (i.e., their pay rate shall not be lowered to the minimum rate for their job title).

2. The Company reserves the right to hire people above the minimum rate identified in Section A in recognition of their skills, abilities, and overall experience. No employee will be hired at a rate above existing bargaining unit employees with the same skills, abilities, and overall experiences.
2. **Annual Increase.** Bargaining unit employees who have been employed for six (6) months at the time the pay increases are provided will receive the following increase during the first pay period of October in the years identified based on their most recent annual performance rating.

Annual Increase:			
Performance Rating	October 2024	October 2025	October 2026
3 Exceeded	4.50%	3.50%	3.50%
2 Exceeded, 1 Achieved	4.30%	3.30%	3.30%
1 Exceeded, 2 Achieved	4.10%	3.10%	3.10%
3 Achieved 2 Exceeded 1 Expected More 1 Exceeded, 1 Achieved, 1 Expected More	4.00%	3.00%	3.00%
2 Achieved, 1 Expected More	2.00%	1.50%	1.50%
1 Exceeded, 2 Expected More 1 Achieved, 2 Expected More 3 Expected More	0.00%	0.00%	0.00%
Too New to Evaluate (less than 6 months)	0.00%	0.00%	0.00%

3. The Employer reserves the right to hire people above the minimum rate identified in Section A in recognition of their skills, abilities and overall experience. No employee will be hired at a rate above existing bargaining unit employees in the same job classification with the same skills, abilities and overall experience.
4. **Overtime.** Work in excess of forty (40) hours in any one (1) workweek shall be paid at the rate of time-and-one-half (1.5x) the regular hourly rate. Only hours worked, and not hours paid, such as vacation and sick time, count for overtime purposes.

5. **Overnight Shift Premium.** Bargaining unit employees who are required to work shifts between 11pm and 7am shall receive a ten percent (10%) differential for hours worked during that time period.

ARTICLE 23

Discretionary Stock Programs

- A. Bargaining unit employees shall be eligible to participate in the Employer's discretionary stock programs listed below to the same extent, under the same terms and conditions, and according to the same policies and plan documents as the non-bargaining unit, non-exempt, retail, US-based employees employed by the Employer who are not covered by this Agreement. These plans include the following:
- (i) Employee Stock Purchase Plan
 - (ii) 2022 Employee Stock Plan (under which discretionary restricted stock units (RSUs) are granted)
- B. Any changes to these plans or the discretionary awards offered under the plans (such as changes in the amount of the discretionary awards, award agreement terms, vendor, plan administrator, eligibility, etc.) made by the Employer, its Board of Directors or its shareholders during the term of this Agreement and beyond the expiration of the Agreement, including elimination of the plans or awards altogether, shall be applicable to the bargaining unit employees in the same manner as non-exempt employees of the Employer and/or non-bargaining unit retail employees of the Employer, and the Employer agrees that it will provide notice of any changes to these plans in advance of them becoming effective. The plans remain discretionary, and the Employer shall have no duty to bargain with the Union over such changes.

ARTICLE 24

Scheduling and Availability

I. AVAILABILITY.

Availability is the recurring days and hours within a week when a team member can be scheduled to work. It also includes the hours they prefer to work and the days they prefer not to work, where applicable. **Leaders will meet with team members to review their availability on a quarterly basis.**

Subject to approved accommodations, Apple's availability expectations for full-time and part-time team members are the following:

- A. **Availability Expectations for Full-Time Team Members.**
- Six (6) days of availability, including weekend availability (both Saturday and Sunday), evening availability (minimum of three (3) shifts ending 30 minutes or more after store closure), and peak-time availability to meet customer demand

during the hours that the store is open to the public (“customer-facing operating hours”), and specific team needs.

- A minimum of nine consecutive (9) hours of availability, within the timeframe of one hour before to one hour after customer-facing operating hours, on a given day.
- The option to have one (1) consistent weekday off (Monday through Friday). Managers will work with team members to identify a recurring weekday that balances their availability with the staffing needs of the team as circumstances change.

B. Availability Expectations for Part-Time Team Members.

- Three (3) to five (5) days of availability, including weekend (both Saturday and Sunday), evening, and peak-time availability to meet customer demand, customer-facing operating hours, and specific team needs.
- Twenty (20) hours or more of weekly availability within the store’s operating hours.
- A minimum of four (4) consecutive hours during customer-facing operating hours on a given day.

C. Key moments and events throughout the year such as product launches and all-store meetings require temporary availability and scheduling flexibility from all team members.

D. Team members in a Lead role may be required to have additional scheduling and availability on their unavailable days when there are extenuating circumstances, such as but not limited to, peak times, extended customer-facing operating hours, or Lead or Leadership LOAs or openings.

E. Team members may need to adjust their availability (e.g., identify additional hours of availability) based on the business needs of the store.

F. Team members may need to be available more than one (1) hour before or after the store’s customer-facing operating hours to meet the needs of the business.

G. If a team member needs to modify their availability or preference at other times, they will need to submit any changes to their availability a minimum of five (5) weeks in advance of the schedule to allow time for the change to be reviewed and approved. The employer reserves the right to deny any request to change availability, especially if the change does not meet the minimum availability required.

II. SCHEDULING.

B. Scheduling Rules.

The following schedule rules are automatically applied for all team members:

- Twelve (12) hours between shifts
- No more than three (3) shifts per week ending at 8 p.m. or later

There will be times during the year when Scheduling Options will be temporarily suspended to support key moments and events such as product launches, all-store meetings, and peak customer demand. The Company will give as much advance notice as possible before suspending Scheduling Options, but in no case less than one (1) week's advance notice.

Apple assumes that all team members want these schedule rules applied. To request to have these rules overridden, team members should work with their leadership team.

C. Scheduling Process.

The scheduling process runs twice a year at the same time as the rest of the fleet (currently running March through August and September through February).

Approximately every six (6) months, full-time team members rank their desired Scheduling Option as set forth in Section (II)(C) below and part-time team members select their desired Scheduling Option as set forth in Section (II)(D) below.

The assignment process starts approximately two (2) months before each cycle's start. Team members have one (1) to two (2) weeks to complete a task in Apple systems, to rank or select their desired options.

D. Scheduling Options for Full-Time Team Members

1. Full-time team members can choose one of the following options to get consistent days off during a six (6) month cycle:

Full-Time Scheduling Options	
Option 1: Either Saturday or Sunday Off	Team members select this option if they want either of these days but have no preference. Once the day is assigned it will be consistent for the cycle. A team member may not combine Saturday and Sunday as consecutive days off.
Option 2: Two Weekdays Off (can be consecutive)	Team members select this option if they prefer to have up to two (2) consistent weekdays off and work during the weekend days.
Option 3: Saturday Off	This option cannot be selected if the team member is unavailable on Fridays or Sundays

Full-Time Scheduling Options	
Option 4: Sunday Off	This option cannot be selected if the team member is on Saturdays or Mondays

2. Those who have an approved accommodation for either Saturday or Sunday off, are not eligible to participate in this process.
3. If the number of team members that selected an option exceeds the limit for that team member group, the outcome will be determined by random number assignments generated for each team member. Team members receive an additional randomly generated number for each consecutive prior cycle they did not get their first choice to increase their likelihood of receiving their first selection in the next cycle.

E. Scheduling Options for Part-Time Team Members.

1. Part-time team members can choose one of the following options to get up to twelve (12) weekend days off during a six (6) month cycle:

Part-Time Scheduling Options	
Option 1	Prepopulate six (6) unscheduled weekend days during the cycle. Team members can request up to six (6) additional days off during this period through the standard time away process.
Option 2:	Opt out of prepopulated unscheduled weekend days during the cycle. Team members can request up to twelve (12) weekend days off during this period through the standard time away process.

2. Those who have an approved accommodation for either Saturday or Sunday off, are not eligible to participate in this prepopulated time-away process.

ARTICLE 25

Travel

This Article shall apply in the event a bargaining unit employee is required by the Employer to engage in approved local business travel beyond their regular commute.

Time spent by a bargaining unit employee in local business travel at the direction of the Employer, after clocking in and before clocking out at the store, shall be treated as work time.

If a bargaining unit employee is entitled to take a meal period during the local business travel, they are expected to stop traveling and take a compliant meal period in accordance with Article 15 (Meal Periods and Rest Breaks), before continuing with the business travel. The bargaining unit employee shall not be compensated for the time taken for the meal period as this is not considered work time.

Bargaining unit employees directed by the Employer to use their personal auto for approved business travel between the Penn Square store and another location during the workday, or for other authorized Employer business, shall be paid at the IRS allowable reimbursement rate.¹

Bargaining unit employees who are entitled to mileage reimbursement under this Article must submit an expense report via eApproval or the Expenses app within thirty (30) days of the required business travel.

ARTICLE 26

Voting Time Off

If a bargaining unit employee is unable to cast their ballot before or after their shift, they must notify their Manager to arrange time off to vote. Bargaining unit employees are entitled to up to two (2) hours of paid time off, and must report their time by submitting a Civic or Jury Duty request in Workday.

ARTICLE 27

Request Time Off

- A. Bargaining unit employees who want to take time off under this Article shall request any such days off between four (4) to ten (10) weeks in advance, using the Employer's existing Request Time Off ("RTO") process. In determining whether to grant such request, the Employer shall give due consideration to business needs as determined by the Employer and its ability to cover the bargaining unit employee's affected shifts.
- B. There is no cap on the number of requests for time off ("RTO") that an employee can make. Notwithstanding the foregoing, RTO will only be considered if an employee has exhausted their vacation time, and the request does not interfere with the needs of the business.
- C. Request for time off ("RTO") will be considered after prioritizing paid time away requests. The request will be approved using the Employer's existing Request Time Off ("RTO") process.

¹ In no case will the rate of reimbursement exceed the IRS allowable reimbursement rate. In the event the IRS decreases or increases the allowable reimbursement rate, the Employer will readjust its reimbursement rate as soon as practicable, not to exceed (60) days from the effective date of the IRS change.

ARTICLE 28
Apple Time Away Benefits Included in this Agreement

- A. In addition to any other Articles that address time away in this Agreement, bargaining unit employees shall be entitled to participate in the “Time Away” benefits listed below to the same extent, under the same terms and conditions, and according to the same policies as the non-bargaining unit, non-exempt Retail US-based Apple employees who are not covered by this Agreement. Under Apple’s policies, bargaining unit employees shall be entitled to the following Time Away benefits:
- Company and Public Holidays
 - Vacation
 - Vacation Cash Out
 - Jury or Witness Duty
 - Special Time Away
 - Medical Leave
 - Paid Family Care
 - Unpaid Family Leave
 - New Parent Leave
 - Maternity Leave
 - Parental Time
 - Gradual Return to Work for New Parents
 - Extreme Conditions Leave and Temporary Workplace Closures
 - Organ and Bone Marrow Donation Leave
 - Domestic Violence Leave
 - Personal Leave
 - Sick Pay
 - Bereavement Leave
 - Military Leave
- B. The list of Time Away benefits provided above or otherwise covered in this Agreement, along with any additional statutory leave entitlements, encompasses the entire list of Time Away benefits to be provided to bargaining unit employees.
- C. The Union acknowledges that Apple has the right to unilaterally institute any changes to these policies (such as increases or decreases to the number of days covered by the policies). The Union clearly and unmistakably waives the right to bargain over such decisions and the effects of such decisions provided that the changes are applied equally to both bargaining unit employees and non-bargaining unit, non-exempt retail US-based Apple employees.

ARTICLE 29
Health, Welfare, and Other Benefits Included in This Agreement

A. Bargaining unit employees shall be entitled to participate in the health, welfare and other benefits listed below to the same extent under the same terms and conditions, and according to the same policies and plan documents as the non-bargaining unit, non-exempt Retail US-based employees employed by Apple not covered by this Agreement. Bargaining unit employees shall be entitled to the following benefits:

- Medical Plans (Full-Time and Part-Time Plan)
- Dental Plan
- Vision Plan
- Medical Benefits Abroad Plan (for international travelers)
- Global Medical/Dental Plans (for international assignees)
- Business Travel Accident
- Life Insurance Plan
- Accidental Death & Dismemberment
- Short-Term Disability (Full-Time only)
- Long-Term Disability (Full-Time only)
- Employee Assistance Program
- Expert Medical Opinion
- Healthcare and Dependent Care Flexible Spending Account (FSAs)
- Health Savings Account (HSA) for Saver Medical Plan, with employee contributions and employer contributions
- AC Wellness
- Stanford Health Services
- Individual Health Insurance Advisor Service (Health Markets)
- Educational Benefits (i.e., Coursera and Educational Assistance/Free Tuition Program)
- Fitness+
- Student Loan Refinancing
- Inflection (formerly known as Fertility IQ)
- Benefits Reimbursement Account for elective cryopreservation
- Adoption Assistance
- Surrogacy Assistance
- Cleo
- Emergency Backup Care
- Employee Verification Services
- Workers' Compensation
- Quit for Life Program
- Ten Percent Happier
- Travel Emergency Assistance
- Employee Purchase Plan (EPP) and EPP+
- Banking Services

- Concierge
 - Discounts, including discounts on the Source and Passport
 - Donation/Volunteer Matching
- B. The list of benefits provided above constitutes the entire list of health, welfare, and other benefits to be provided to the bargaining unit employees.
- C. The Union acknowledges that the Employer has the right to unilaterally modify the programs outlined in Section A of this Article (including but not limited to making changes in vendor, plan administrator, eligibility, covered benefits, and employee premium costs) during the term of this Agreement and beyond the expiration of the Agreement, including elimination of the programs altogether. The Union clearly and unmistakably waives the right to bargaining over such decisions by the Employer, provided that changes are applied to both bargaining unit employees and non-bargaining unit Retail employees.

ARTICLE 30

401(k) Plan

Bargaining unit employees shall be entitled to participate in the Employer's 401(k) savings plan to the same extent, under the same terms and conditions, and according to the same policies and plan documents as non-bargaining unit, non-exempt Retail US-based employees not covered by this Agreement.

The Union acknowledges that the Employer has the right to unilaterally modify the Employer's 401(k) program (including but not limited to changes in vendor, plan administrator, eligibility, and contribution levels) during the term of this Agreement and beyond the expiration of this Agreement, including elimination of the program altogether. The Union clearly and unmistakably waives the right to bargain over such decisions by the Employer, provided that changes are applied to both bargaining unit employees and non-bargaining unit Retail employees.

ARTICLE 31

Severance Pay

- A. A bargaining unit employee will be eligible for severance pay if:
1. They have been employed with the Employer for at least six (6) months;
 2. The bargaining unit employee's employment is terminated for business reasons, including a reduction in force or a reorganization or restricting of the Employer's business;
 3. They have not received an offer of employment from Apple that is reasonably comparable in terms of pay and benefits to the bargaining unit employee's current position within 50 miles of the Penn Square location, regardless of whether or not they accept such offer;

4. The bargaining unit employee did not resign prior to being notified that they were going to be terminated for business reasons; and
 5. They are not otherwise subject to termination for violation of Apple policy.
- B. If eligible, bargaining unit employees will receive a lump sum of four (4) weeks of pay plus one additional week for each year of service with the Employer up to a maximum of twelve (12) weeks at their current regular hourly rate multiplied by the standard weekly hours as shown in Apple's People information system, minus applicable deductions.
 - C. Employee will be provided, upon request, a reference letter from the Employer that includes their job title and dates of employment.
 - D. The Employer will pay COBRA premiums for eligible full-time and part-time bargaining unit employees, and their dependents, who timely and properly elect to continue their health care coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), for three (3) full months immediately following the termination date.
 - E. If a bargaining unit employee is entitled to payment under any federal, state and/or local WARN Act or other statutes then the amounts described in paragraphs B and C above will be offset by such payments.
 - F. Based on the language of this Article and other provisions in this Agreement, the parties agree that effects bargaining is not necessary.
 - G. In accordance with ERISA, the severance benefits that bargaining unit employees may be entitled to receive pursuant to this Article 31 will be maintained and provided under an ERISA-regulated severance plan maintained by Apple for the benefit of eligible collectively bargained bargaining unit employees. All complaints, disputes, or controversies relating to a bargaining unit employee's severance benefits set forth herein will be reviewed in accordance with Article 12 of this Agreement, which is intended to comply with the requirements of ERISA Section 503 and the regulations thereunder.

ARTICLE 32

Store Relocation and/or Closing

- A. In the event that Penn Square store #R130 relocates within a 50 mile radius of its current location, the Employer agrees to comply with all legal requirements regarding the effects of its decision under the National Labor Relations Act ("the Act").
- B. In the event that Penn Square store #R130 closes, any new store that opens within a 50 mile radius of its current location within 18 months of the closure, the Employer will offer all prior Penn Square bargaining unit employees who qualify the opportunity to be recalled to their prior position before hiring external employees. The Employer will contact each prior Penn Square bargaining unit employee at their last known personal email address on file. If

the prior Penn Square bargaining unit employee does not respond by email within one (1) week of the offer, their recall rights under this Article shall expire.

- C. If a prior Penn Square bargaining unit employee was subject to a formal Misconduct or Documented Coaching at the time Penn Square store #R130 closed or relocated, that discipline or Documented Coaching will remain in place for that employee at the new location.

ARTICLE 33

Complete Agreement


This Agreement represents the entire agreement between the parties, sets forth the obligations owed by and the rights possessed by the respective parties, and supersedes all past practices and prior or contemporaneous agreements, understandings or promises between the parties hereto. No agent or representative of either party has the authority to make any representation, promise, inducement, or agreement that is different than the terms set forth in this Agreement and neither party shall be bound by such actions. No amendment, change, modification or addition to this Agreement shall be binding upon either party hereto, unless reduced to writing and signed by both of the parties.

ARTICLE 34

Duration of Agreement

This Agreement shall become effective as of **September 24, 2024** and shall remain in effect up to and including **September 30, 2027** the "Expiration Date", and thereafter from year to year unless one party or the other gives notice of the desire to terminate this Agreement or modify its terms, in writing, at least sixty (60) days prior to the Expiration Date of this Agreement. If notice to modify is given, the parties shall meet and negotiate at mutually agreeable times and places. This Agreement shall continue in full force and effect during such negotiations, except that, after the above stated Expiration Date, or any yearly extension thereof, this Agreement may be terminated by either party if written notice of the intention to so terminate is given, whereupon the Agreement shall terminate immediately after the giving of such notice.

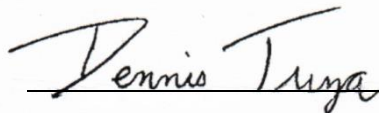
FOR THE UNION:



Billy Moffett, Assistant to the Vice President

September 25, 2024

FOR THE EMPLOYER:



September 25, 2024

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is by and between Apple Inc. (“the Company”) and Communications Workers of America, AFL-CIO (“the Union”), hereby collectively referred to as the “Parties.” Effective July 1, 2024, the Company will be changing its global Employee Assistance Program (EAP) from ComPsych and AbleTo to Lyra. The Parties agree that bargaining unit employees at the Penn Square store shall be entitled to participate in the Employee Assistance Program, with Lyra, to the same extent, under the same terms and conditions, and according to the same policies as the Company’s non-bargaining unit, non-exempt retail US-based employees, effective July 1, 2024. The Parties agree that this change shall be maintained for the duration of negotiations as part of status quo.

FOR THE UNION:

FOR THE EMPLOYER:
