

**Collective Bargaining Agreement**

**Between**

**I.L. Creations of Maryland, Inc.**

**and**

**UNITE HERE, Local 23**

**TERM OF AGREEMENT: FEBRUARY 1, 2011 TO JANUARY 31, 2016**

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## **AGREEMENT**

THIS AGREEMENT, made and entered into as of the 4th day of March 2013, by and between I.L. Creation of Maryland Inc., (hereinafter called the "Company"), and UNITE HERE, LOCAL 23 , (hereinafter called the "Union"), and in consideration of the mutual promises herein made, the parties agree as follows:

### **Article 1 - Union Recognition**

- A. The Employer recognizes the Union as the sole collective bargaining agent for all employees employed by the Employer in the classifications listed in Exhibit B, or in classifications called by different names when performing similar duties, in Units listed in Exhibit A.1
- B. The Employer shall recognize the Union as the representative of all employees employed by the Employer in the classifications listed in Exhibit B, or in classifications called by different names when performing similar duties in any Units which, after the effective date of this Agreement, the Employer operates in the District of Columbia, City of Alexandria, Arlington County, Fairfax County in Virginia and Prince Georges County, Montgomery County in Maryland. The term "Employer" shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of: (a) the Employer covered by this Agreement; (b) one or more principal(s) of the Employer covered by this Agreement; (c) a subsidiary of the Employer covered by this Agreement; or (d) any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls the Employer covered by this Agreement. The term "Unit" means an institutional food service operation similar to the Units currently covered by this Agreement as listed in A.1 and A.2. Recognition of the Union in any Unit not listed in Exhibit A is conditioned on and shall occur when the Union demonstrates that it has been authorized by a majority of the employees in the Unit to represent them for the purposes of collective bargaining, in accordance with the procedures in attached Memorandum of Agreement Regarding Card Check Neutrality, unless the Employer is a Burns successor, in which case the Employer shall immediately and automatically recognize the Union. A list of units currently operated by the Employer in which the Union may obtain recognition is attached to this Agreement as Exhibit A.2.
- C. Upon recognition of the Union in any Unit that is operated by the Employer at the time that this Agreement was entered into, the Employer and the Union shall negotiate in good faith for the terms of a collective bargaining agreement covering employees represented by the Union; this Agreement shall not automatically cover such employees.
- D. Upon recognition of the Union in any Unit that was not operated by the Employer at the time that this Agreement was entered into, the Employer will extend to such employees this Agreement, together with any amendments agreed to by the parties, except that the Union and the Employer will negotiate in good faith over wages, health insurance benefits and pension benefits applicable to the newly-recognized Unit.

- E. If the Employer begins operating a Unit in which the employees of the predecessor employer were represented by the Union and covered by a collective bargaining agreement with the predecessor employer and the Union at the time Employer begins operating the Unit, the Employer will retain all such employees, subject to changes in the level of staffing. Within thirty (30) days of commencing operations, the Employer shall provide the Union in writing the names, classifications, home addresses and telephone numbers of all employees. The Employer shall credit all retained employees' years of service with the predecessor employer and shall not make any changes to wages, health insurance benefits, or pension benefits unless agreement is reached with the Union to do so.
- F. Qualified Employees of the Employer who are represented by the Union shall have the right, to transfer to any available positions at other Units for which they are qualified, provided there is a position available at the Unit, unless such employees have the right to continued employment with a successor to the Employer under District of Columbia Statute § 32-101 et seq.

## **Article 2 -- Duration off Agreement**

This Agreement shall be effective as of February 1, 2011 and shall be in force and effective until midnight, January 31, 2016 and thereafter shall continue from year to year unless either party gives notice in writing of its desire to negotiate a new Agreement sixty (60) days prior to January 31, 2016, or sixty (60) days prior to any annual period following the above latter date ending January 31st. It is understood that the wage rates and other benefits are not retroactive to February 1, 2011.

## **Article 3 -- Definition off Employee**

The term "employee" as used in this Agreement shall be confined to the employees of this Company in the units and classifications provided for in Section I and Section V respectively.

## **Article 4 -- Wages**

- A. It is agreed between the parties that the hourly increases all individuals, new hire and classification wage rates shall be as follows:
- 8-1-12 -- \$.20
  - 2-1-13 -- \$.20
  - 8-1-13 -- \$.20
  - 2-1-14 -- \$.25
  - 8-1-14 -- \$.25
  - 2-1-15 -- \$.25
  - 8-1-15 -- \$.25
- B. Pay discrepancies that amount to one or more days pay will be paid by the Company within three (3) working days of the day that the unit manager is made aware of the

discrepancy.

- C. All compensation, whatever its source, shall be taxed at the employee's regular tax rate unless not permissible under the law.
- D. Any employee currently earning more than the contract rate for their job classification will be entitled to receive any negotiated increases.
- E. Employees who are transferred by the Company to any Company's units whose wages are higher than the wages being paid at the unit where they are being transferred, will not suffer a wage reduction, but will be red-circled at the higher rate and will be entitled to receive all wage increases as described under the unit's CBA. Any employee who requests and receives a transfer or promotion into a Company unit shall be entitled to only receive the wage negotiated at the unit's CBA provided the Company informs the employee in writing of such case.
- F. Training Pay - Any employee who is assigned by the Company to train a new hire shall be compensated at the rate of seventy five cents (\$.75 per hour above their normal rate for all hours spent training.

## **Article 5 -- Classification**

- A. Attached to this Agreement as Exhibit B, is a list of the various classifications and the respective rates of pay for the employees so classified. It is understood that such classifications and pay rates are acceptable to each of the parties and are incorporated in this Agreement by reference. The Company may also create new classifications, if necessary and desirable, upon notice to the Union; in which case, the Company shall prepare a job description for each new classification and negotiate a wage rate, if no agreement is reached by the parties then other party may invoke the arbitration procedure set forth in the Agreement, which shall be attached to this Agreement and incorporated by reference.
- B. The classification of individual employees in effect February 1, 2011 except in cases of individual employees whose classifications have been changed by this Agreement, is accepted by the Company and the Union as the correct classification of employees and is in application as of the date of execution of this Agreement. It is agreed that the number of employees in any unit or classification is subject to reduction or increase by the Company as business or production conditions may necessitate.
- C. In the event that an employee has been improperly classified, the Company agrees to pay the new rate as of the date that the employee started the work in the new classification, but not to exceed ninety (90) days preceding written notice to the Company by the Union.
- D. If an employee regularly performs services in more than one (1) classification, the classification of said employee for the purpose of this Agreement shall be determined by the duty of service to which the majority of said employee's time is devoted; the Company shall not divide hours of work for a classified job among two (2) or more lower

classified employees which would result in the elimination of a higher classified job, except that in no event shall any employee serving in the capacity of a Helper be entitled to any advance in classification merely because of the percentage of time devoted to services or duty similar to that of the employee such Helper is assigned to assist. All substitutions on a higher classified job shall be performed by bargaining unit employees and paid for at the rate of the higher classified job provided the substitution is for more than one (1) hour. If the higher classified job is divided among two (2) or more employees, then the employee who performs the skilled portion of the job shall receive the higher wage for the time worked.

- E. If a cashier performs work traditionally assigned to food service workers, or if a food service worker performs work traditionally assigned to cashiers, they will receive an additional twenty cents (\$.20) per hour over their regular rate of pay for all hours worked on that day. When an employee is given a promotion, he shall receive the minimum rate of the higher grade. Such employee is, however, subject to return to his previous classification if he does not qualify at any time within thirty (30) working days of his promotion. Such employee shall also have the right to return to his/her previous classification within the same thirty (30) working days of his/her promotion at their own option.
- F. In the event any increases in pay are granted to any of the employees covered by this Agreement, the Company agrees to notify the Union of the increases made and the names of the employees who benefited from them.
- G. No supervisor shall perform the work of bargaining unit employees except in cases of emergency, unexpected call-outs by employees, or unexpected increases in business.
- H. The Employer will make efforts to limit the hiring of temporary agency employees; however there may be circumstances when the use of temporary agency employees is necessary. The use of temporary agency employees shall not permanently displace regular bargaining unit employees nor deprive bargaining unit employees of opportunities for overtime.
- I. In no case will temporary employees or other non-bargaining unit employees be used to fill vacant positions (due to terminations, resignation or an expansion of the bargaining unit, etc.) for longer than forty-five (45) days.

## **Article 6 -- Probationary Period**

- A. It is hereby agreed to that all newly hired employees in any classification shall serve a forty-five (45) day probationary and training period commencing with their date of hire and ending on the first (1st) full pay period following forty-five (45) calendar days of employment. The Company may, at its discretion, extend the probationary period for up to an additional forty-five (45) days provided that the Company notifies the Union and the employee in writing of the extension prior to the end of the initial forty-five (45) day period. Probationary employees may be terminated with or without cause, and without recourse to the grievance and arbitration provisions of this Agreement.

## **Article 7 -- Full Time Employees. Part Time Employees and Part Time Differentials**

- A. The term "full time employee" as used in this Agreement shall mean all employees who normally work eight (8) hours per day. The employer will endeavor to create as many full time positions as possible. "Part time employees" shall mean all employees who normally work four (4) hours or more, but less than six (6) hours per day. In addition to the rate of pay established by Article 4 of this Agreement, full time and part time employees shall be subject to the following terms and conditions:
- a. Upon an employee's expressly written request to the Company, with a copy to the Union, the Company may grant a full time employee the opportunity to work less than eight (8) hours, but no less than six (6) hours per day. Part time employees may be granted a like opportunity to work less than four (4) hours, but no less than three (3) hours per day.
  - b. Part time employees shall receive a differential rate of an additional twenty-five cents (\$.25) per hour.
- B. Should the Company deem it necessary for recruitment of new part time employees, it may, upon notice to the Union, include the differential in the rate of hiring such employees.

## **Article 8 -- Hours of Work and Overtime Pay**

- A. The workweek of employees covered by this Agreement shall run from 12:00 am on Monday to 11:59 pm on Sunday, and shall consist of forty (40) hours in any five (5) consecutive days of no more than eight (8) hours per day during the workweek. The normal work week shall consist of five (5) consecutive days of work and two (2) consecutive days off. All work performed in excess of eight (8) hours in any one (1) day, or forty (40) hours in any one (1) workweek, or on an employee's normal day off, shall be considered overtime work. Overtime work shall be compensated at the rate of one and one-half (1/2 the basic hourly rate of pay of the employee; provided, however, that daily and weekly overtime premiums shall not be pyramided on account of the same pay hours.
- B. Overtime shall be distributed according to seniority on a volunteer basis. In the event of not enough volunteers overtime shall be distributed in reverse seniority order.
- C. An employee will be notified of a change in his existing schedule no less than one (1) week prior to the change unless unforeseen circumstances beyond the control of the Company prevent such notification.
- D. No employee shall receive a reduction in hours per week, nor shall there be any reduction in the net bi-weekly wages paid to any employee as a result of the establishment of the aforesaid minimum rates of pay. In the event of reduction in business, which would



necessitate the reduction of hours, the Company agrees to meet this situation through the layoffs procedure as provided in Article 14 of this Agreement. No employee possessing greater seniority shall be asked to perform duties of a lower classification until all other employees who are junior have first been asked to do so, unless there is an immediate operational need.

- E. Reporting Pay: Notice that the services of an employee will not be required on any given date shall be given to said employee not later than two (2) hours prior to an employee's shift start time. If notice is not given and the employee reports for work and is not put to work, such employee shall receive a sum of money equal to the contractual minimum wage, payable for his/her shift, not to exceed four (4) hours.
- F. In the event that the Federal Government declares a "delayed arrival" due to inclement weather, employees will receive up to two (2) hours of late pay if they arrive within two (2) hours of their normally scheduled reporting time. If the Federal Government closes the buildings during the work day for reasons due to inclement weather, employees will receive two (2) additional hours in addition to their hours worked.
- G. Employees shall have the right, by classification seniority, to choose schedules within their job classification. Whenever the Company changes schedules within a classification employees may use their classification seniority to select a schedule.

## **Article 9 -- Holidays and Holiday Pay**

- A. The following days shall be considered holidays: New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas. The Company further agrees to grant two (2) additional holidays in each year, if in fact such day is declared a holiday for Federal Government employees by the Federal Government or by Executive Decree. Holidays will be designated to comply with whatever day is designated by the Federal Government, and if no designation is made by the Government than on the day itself.
- B. An employee who is not required to work on said holidays shall be on duty or approved leave or excused absence for such employee's full working day on the day before and the day after such holidays. However, no employee shall lose holiday pay because of tardiness on the day before or the day after such holiday, provided such tardiness does not exceed two (2) hours.
- C. An employee who is called upon or assigned to work on a holiday shall, in addition to being on duty or approved leave of absence for the full working day before and the day after such holiday, also be on duty or approved leave or excused absence for all or such portion of the holiday as shall be required by the Company.
- D. Employees on duty on said holiday who fail to qualify for full holiday pay shall be paid double time for the time actually put in on duty on such holidays.

- E. New employees must be on duty one (1) full pay period prior to the pay period in which the holiday falls, in order to receive holiday pay for that holiday. An employee who is assigned to work on a holiday and fails to report to work for reasons other than an excused absence on that designated holiday will not receive holiday pay
- F. In the event a holiday falls on an employee's regular scheduled day off that employee will receive pay for that day at their normal wage rate and normal hours. In the event the holiday falls on a day that the employee is working that employee will be paid an additional days pay.
- G. Holidays that fall during a vacation period shall be paid on the day the holiday is observed and should be paid only as a holiday and not a vacation day.

**Article 10 -- Vacations**

- A. Vacation Eligibility All employees will be eligible for vacation according to the following schedule based on the length of service:

Length of Service as of January 1      Vacation available for Calendar year beginning January 1

Month hired in first year

December	1 day
November	2 days
October	3 days
September	3 days
August	4 days
July	4 days
Over one year	5 days
Over 2 years	10 days
Over 5 years	15 days
Over 15 years	20 days

Employees who are on probation cannot accrue vacation. Once they have completed probation the employee will accrue vacation from their date of hire.

- B. Vacation use and accumulation:  
 Vacations must be taken before the end of the calendar year. . Vacation time will need to be scheduled with the employee's supervisor by February 28th. Requests will be granted based on business needs and seniority. Requests received after February 28th will be granted based on business needs and then on a first come first serve basis. If the company denies an employee's vacation request then the employee may carry over the amount denied or to be cashed out, at the employee's choice. Vacation may be taken in increments of one-half day or more.
- C. Vacation Pay Vacation shall be paid at the rate of 8 hours a day. All vacation time shall be counted as time worked for the purpose of computing overtime during the workweek.

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- D. Separations – Employees who resign, or are otherwise separated from the company for reasons other than misappropriation of company funds or property, or for just cause as stated in this agreement before having taken vacation to which they are entitled for the then current year, will receive payment for the balance of the vacation. If an employee is separated during the months of January thru May, he /she will receive no additional prorated vacation; however, an employee who is separated during the months of June thru December will receive additional vacation prorated from January to the month of separation. The month of separation will be included provided the employee works through the 25th of the month.
- E. Accrual: Vacations are earned on January 1 based on the previous years' service.
- F. The Company may, within in its discretion, grant unearned vacation in advance but, in all cases, vacation will be paid for at the individual's hourly rate of pay existing at the time the vacation is taken. Employees with ten (10) or more years of seniority, may be given their vacation pay prior to taking vacation. Vacation pay in advance of vacation as provided above shall be paid only on the last pay day prior to the employee going on vacation. In the event the employee terminates employee's employment with the Company within 60 days of taking the vacation, the company may deduct the prorated unearned vacation from the employees last pay check.

## **Article 11 -- Health and Welfare Plan**

- A. It is agreed that the Company will finance a Health and Welfare Plan to include the benefits enumerated below beginning the first (1st) day of the month after an employee has completed ninety (90) days of service:
- B. Life Insurance, \$10,000.00.  
Accidental Death, Dismemberment and Loss of Sight \$10,000.00. (Library of Congress, see Appendix 3)
- C. Sickness or Accident Weekly Benefits: Covers non-occupational accidents only. Accidents arising out of or in the course of employment with the Company, or accidents occurring on an employee's outside job, for which the employee is eligible for benefits under any Worker's Compensation Law, are not covered by these benefits.

The Company will provide maternity related insurance protection under its Sickness and Accident Weekly Benefits program, as well as obstetrical care (in accordance with existing benefit schedule).

Accident benefits are to start the first (1st) day.

Sickness benefits are to start the third (3rd) calendar day. Provided further, that if an employee is sick for at least five (5) consecutive days, the employee will be paid Sickness Benefits per the schedule below for the first (1st) day of the absence. Maximum payment will be twenty-six (26) weeks. Eligible employees may use annual leave or sick leave in

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place of Sickness and Accident Benefits.

**Schedule of Weekly Benefits**

Full time employees	\$300.00/week
Part time employees	\$265.00/week

- D. **Medical Benefits** The Company will provide medical and hospitalization through Kaiser Permanente HMO Signature (#12380) to all full time employees.

Effective January 1, 2013, or as soon as is possible thereafter when the plan is functional, the Employer agrees to provide benefits through the UNITE HERE Health Fund's DC Kaiser Option.

The Employer shares of such insurance premiums will be listed in the attached side letter for each location.

All health insurance payments will be deducted from employee paychecks on a pre-tax basis.

- E. The Company agrees to contribute per employee hour actually worked to participate in the Local 25 Dental Care Fund, or an equivalent amount to such newly merged or created plan upon notification from the Union, the following amounts:

- Upon ratification -- \$0.28
- January 1, 2013 -- \$0.28
- January 1, 2014 -- \$0.29
- January 1, 2015 -- \$0.30
- January 1, 2016 -- \$0.31

- F. The Company agrees to contribute seven cents (\$.07) per employee hour actually worked to participate in the Local 25 Optical Care Fund, or an equivalent amount to such newly merged or created a plan upon notification from the Union. but not to exceed the agreed upon amount.

- G. The Company agrees to contribute seven cents (\$.07) per employee hour actually worked to participate in the Local 25 Educational Fund, or an equivalent amount to such newly merged or created plan upon notification from the Union, but not to exceed the agreed upon amount.

- H. The Company agrees to contribute three cents (\$.03) per employee hour actually worked to participate in the Local 25 Retention Fund, or an equivalent amount to such newly merged or created plan upon notification from the Union, but not to exceed the agreed upon amount.

- I. The Company agrees to contribute per employee hour actually worked to the Local 25 pension fund, unless listed to differently in a Local Unit Side letter

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- Upon ratification -- \$0.25
- January 1, 2013 -- \$0.30
- January 1, 2014 -- \$0.35
- January 1, 2015 -- \$0.40
- January 1, 2016 -- \$0.50

If the trustees vote to increase the Trust Fund required contributions, the Company and the Union agree to re-open the contract to increase such funds required contribution. No other terms and conditions of employment shall be reopened except by mutual agreement of the parties.

## Article 12 -- Leave of Absence

- A. The Company agrees that an employee with at least one (1) year of seniority who is temporarily incapacitated for work because of an accident or illness, including pregnancy, shall be granted leave of absence without pay for a period not to exceed twelve (12) months. Such employee shall be entitled to be reinstated, without loss of seniority, to his former or equivalent job and classification, unless his right to reinstatement has been eliminated by the layoffs procedure as provided for in Article 14 of this Agreement, provided he is physically and mentally qualified; further, provided that said employee shall notify the Company at least thirty (30) days in advance to his contemplated return to duty. A reputable physician must certify the employee's incapacitation; the Company may require recertification of the employee's incapacitation at reasonable intervals during the employee's absence. Upon return to work the employee must submit a certificate from his physician indicating that he has permission to return to normal duty.
- B. All aforementioned documents are to be submitted to Human Resources Department of the Company. In no case shall the employee accept employment elsewhere during such time of incapacitation.
- C. During the employee's incapacitation the Company shall continue to provide him with health insurance for up to a total of sixteen (16) weeks within one (1) calendar year or more if mandated by applicable law. The employee shall be responsible for making his normal co-pay the first (1st) of each month toward the premium.
- D. The Company agrees that eligible employees may take up to a total of sixteen (16) work weeks of unpaid family leave in a twelve (12) month period or more if mandated by applicable law, to care for a sick family member, a new born or newly adopted or fostered child. During such leave an employee shall suffer no loss in seniority. Such employee shall be entitled to reinstatement to his former job and classification unless his right to reinstatement has been eliminated by the layoffs procedure in Article 14 of this Agreement.
- E. During the employee's leave the Company shall continue to provide him with health insurance. The employee shall be responsible for making his normal co-pay the first (1st) of each month toward the premium.

- F. In order to be eligible for this leave an employee must have worked for the Company for a total of twelve (12) months or more,
- G. The Company agrees that employees with at least two (2) years of seniority shall receive, upon request, one (1) leave of absence without pay for up to sixty (60) days per year, for compelling personal reasons which are not covered under A, B or C of this Article, provided that such leave will not adversely affect the operation of the unit. Employees shall fill out leave forms specifying the date of return, and may not work or apply for unemployment compensation during such leave. If employees wish to continue their health insurance coverage during such leave, they are required to pay the full premium cost on the first (1st) of each month. Employees shall continue to accrue seniority during such leave. Such employee shall be entitled to reinstatement to his former job and classification unless his right to reinstatement has been eliminated by the layoffs procedure in Article 14 of this Agreement.
- H. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take unpaid leave, subject to the Employer's legitimate business needs. The Employee shall give a minimum of twenty-one (21) calendar day notice of such request. Such leave shall not exceed six (6) months. No more than two (2) employees from the bargaining unit may be on such leave at a time. The Employer shall continue to pay for the employee's health benefits during such leave provided that the Union and/or the employee reimburses the Employer in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

### **Article 13 -- Funeral Leave**

- A. In the event of death in the immediate family of an employee requiring such employee to be absent from work, such employee shall be allowed pay at his base rate for the amount of time lost which is reasonable and necessary under the circumstances; but in no event shall such absence with pay exceed three (3) consecutive working days.
- B. For the purpose of this section, immediate family shall be defined to include only; legal guardian, step parent, spouse, child, father, mother, mother in law, father in law, brother, or sister of the employee or grandparents. It is understood and agreed that the Company may require satisfactory proof as to any such death, the true relationship of the deceased to the particular employee, and the date, time and place of the funeral. Falsification of any of this information shall be grounds for dismissal.

### **Article 14 -- Layoffs**

- A. In the event the Company finds it necessary to layoff employees due to insufficient work, such layoff within the particular classification shall be on the basis of seniority under this collective bargaining agreement; i.e., the employee on duty in the classification in which the reduction is being made having the shorter period of continuous service under this

collective bargaining agreement shall be laid off before any other employee having a longer period of continuous service under this collective bargaining agreement. However, such a laid off employee shall have the option of accepting a job in an equal or lower classification based on seniority with the Company. Employees with fewer than two (2) years seniority may bump within their current location only. Employees with two (2) or more years seniority may bump into any location covered by this Agreement for which they are qualified (Exhibit A and allowed in Article 1). In order for an employee to bump into the cashier classification, said employee must have two-hundred and forty (240) hours of successful experience in that classification and be currently able to perform the job.

- B. Employees with less than twenty-four (24) months of continuous service under this collective bargaining agreement will be given no less than five (5) calendar days notice of any layoffs or separation because of a decrease in business or discontinuance of any unit, except in cases where the Company does not receive sufficient notice from the Federal Authorities regarding the closing of a cafeteria or removal of personnel from a building which would result in a sudden decline in business.
- C. Employees with twenty-four (24) or more months of continuous service under this collective bargaining agreement will be given no less than fourteen (14) calendar days notice of any layoffs or separation because of a decrease in business or discontinuance of any unit, except in cases where the Company does not receive sufficient notice from the Federal Authorities regarding the closing of a cafeteria or removal of personnel from a building which would result in a sudden decline in business. The Company agrees to give preference to laid-off employees in re-employment on the basis of their seniority with the Company. Laid-off employees' seniority rights will be preserved for a period of up to one (1) year from the date of the layoffs.

## **Article 15 -- Transfers**

- A. The Company may by seniority within classification, transfer any employee from one unit to another; provided that in the transfer of an employee from one unit to another, such transfer does not result in the replacement of an employee having greater seniority with the Company, nor in the loss of time, change to a lower classification, or reduction in the gross bi-weekly wages of the employee affected except with that employee's full knowledge and acceptance.
- B. The Company may, for valid business reasons, such reason may not to be arbitrary, transfer any cashier from one unit to another.
- C. No Shop Steward shall be transferred until after thirty (30) calendar days written notice to the Union; except in cases of temporary transfer or where the transfer is necessitated by promotion or layoffs. In such event, the Company agrees to give the Union as much advance notice as possible of such transfer. The transfer of a Shop Steward may be treated under the grievance and arbitration provisions of the Agreement the same as discharge. Shop Stewards shall not be transferred in retaliation for acting as Shop Steward.

## **Article 16 -- Promotions & Job Postings**

- A. In granting employees promotions, increases in hours of work, including extra work and opportunities to train for higher classified jobs, the Company agrees to give preference to employees possessing the greater bargaining unit seniority who are qualified and able to do the job. In units where work is regularly scheduled on Saturdays, Sundays or evenings, employees will perform such work on a voluntary basis.
- B. In the event of a promotion the employee may have the right, within thirty days (30) from the date of the move to return to their prior position without loss of seniority or other benefits, and the employee's pay will be adjusted back to the positions prior pay.
- C. The Company will post all new job vacancies that occur in the units covered by this agreement, for no less than five (5) working days. The union will be notified, by FAX, of new job vacancies prior to posting. A temporary employee will not be hired as a permanent replacement until the job has been posted for the requisite five (5) days and all bargaining unit applicants given fair consideration. A temporary employee will not be employed for greater than thirty (30) days.

## **Article 17 -- Union Activity**

- A. The Union agrees to comply with Government Building Regulations governing the posting of Union notices and the distribution of other Union literature on the Company's premises. No Union meetings involving employees, including Shop Stewards will be permitted during working hours without the approval of management.
- B. This Article provides a Union visitation process that will ensure the proper balance between operations and the accredited representative visitation to the Employer's public and private business areas for the purposes of conferring with the Employer and the Union Steward and monitoring the administration of this Agreement.
- C. An authorized representative of the Union will make reasonable attempts to notify the General Manager or authorized designee in advance of arriving on the Employer's or client's premises of their desire to visit. Upon arrival on the Employer's or client's premises, the Union accredited representative will make a reasonable attempt to notify the General Manager or authorized designee, in person, of his/her presence prior to having a discussion with any employee. Such visitation shall not interfere with the work of the employees or the service to the customers of the Employer and will follow the client's security regulations.
- D. Shop Stewards will be granted two days off with pay to attend union trainings and conferences each calendar year. If there is more than one (1) Shop Steward in the unit, only one Shop Steward shall be granted training leave at a time. The Shop Steward or the Union is to notify the General Manager at least fourteen (14) days in advance of the training or conference.



- E. The Employer shall permit the Union the reasonable use of (a) bulletin board(s) for the purpose of posting information. Copies of postings shall be provided to the Unit Manager at the time of posting and shall not be, defamatory, or disparaging toward the Employer or the Employer's client(s).
- F. Employees shall be permitted to wear one union button while performing their duties, provided the button is not, defamatory, or disparaging toward the Employer or the Employer's client.

## **Article 18 -- Discipline, Discharge and Suspension**

- A. No employee shall be suspended or discharged for Union activities, but no Union activities shall be permitted within working hours. No employee shall be suspended or discharged without just cause. Nothing herein shall be construed as limiting the Company's right to suspend or discharge an employee for cause. All disciplinary notices shall expire after twelve (12) months and will not be used in any future disciplinary or arbitration proceeding. All disciplinary notices shall be issued to employees within three (3) employee working days of the event that gave rise to the disciplinary action or in cases where the Company could not have known about the conduct at the time it occurred, within three (3) employee working days of the date the manager had knowledge of such event.
- B. All disciplinary notices will be faxed to the Union office and be given to the Shop Stewards.
- C. Where there is a deficiency in an employee's work performance, the Company agrees to meet with the employee to discuss the matter and offer ways for the employee to improve his performance prior to any disciplinary action being taken. Any grievance which arises concerning suspension or discharges shall be handled in accordance with the provisions for Grievance Procedure and Arbitration, Article 25 and 26 of this Agreement, with the following exception which shall not be subject to arbitration: Suspension or discharge of probationary employees.
- D. When a Shopper's Report results in a written disciplinary notice, the local Union Shop Steward and/or Representative, subsequent to the second stage of the grievance procedure, shall have the right to meet with and interview the shopper at a mutually agreeable time and place. The Vice President of Human Resources, or his designee, shall also have the right to attend the meeting.
- E. The Company agrees that once each calendar year all employees, upon request, may view the contents of their personnel file, with the exception of documents related to the employee's health and citizenship status. Employees may have a Shop Steward with them when they view the contents of their file.

## **Article 19 -- Meals and Name Badges**

- A. The Company agrees that all employees shall receive one warm and wholesome meal for each meal worked, such meals to be taken in the regular cafeteria area. Employees shall not be required to pay for such meals, and no deduction from wages shall be made for such purpose for the duration of the Agreement. The menu will be changed daily to include a reasonable variety and equal in quality and variety to that which is served the guests, and employees shall be allowed thirty (30) minutes for each meal, but shall not be paid for such time.
- B. In the event an employee has difficulty completing a meal within thirty (30) minutes, due to difficulty in obtaining said meal, management will meet expeditiously with the Union to resolve the matter.
- C. Each employee meal must be taken through the cash line and rung up, and the employee must sign the meal ticket. Although employees are permitted to leave the unit during their meal break, employee meals must be consumed on the unit premises.
- D. Employees shall have the choice of using their first or last name, and the choice of using the title Mr., Mrs., Ms., or Miss on their name badge; provided however, that if employees choose to use only their first or last name, they must also use the accompanying initial.

## **Article 20 -- Union Security**

- A. Good standing membership in the Union shall be a condition of employment with the Employer for all bargaining unit employees who have such membership on the date of execution of this Agreement; it shall also be a condition of employment with the Employer for all other bargaining unit employees on and after the thirtieth (30th) day following the execution or effective date of this Agreement, or on or after the thirtieth (30th) day following the beginning of their employment, whichever is the later. If the foregoing is prohibited by law, then at the corresponding time all employees shall be required as a condition of employment (unless prohibited by law) to pay to the Union a service charge to reimburse it for the cost of negotiating and administering this agreement.

The failure of any employee to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and with proper documentation, and to the further effect that Union membership was available to such employee on the same terms and conditions generally available to other members, to forthwith discharge such employee. Further, this failure of any employee to maintain his Union membership in good standing as required herein shall, upon written notice to the Company to such effect, obligate the Employer to forthwith discharge such employee.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability, including reasonable attorney fees that shall arise out of or by reason of action taken by the Employer in compliance with any of the

provisions of this Section.

- B. Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in UNITE HERE.
- C. In the event that Section A may not be lawfully applied, all employees shall be informed by the Employer of the existence of this Agreement. The parties agree that the following Joint Statement shall be read or provided to employees at new employee orientation and posted in the workplace: "All employees of I.L. Creations are covered under a collective bargaining agreement between IL Creations and UNITE HERE Local 23. I.L. Creations is neutral on the subject of employees' decision to join or not join the Union. No employee shall be discriminated against for either joining or not joining the Union. More information and a copy of the Union Contract can be obtained by calling the Union Office at 202-393-4373.
- D. To simplify the Employer's and the Union's administration of this Section, the Employer shall upon the hiring of new employees provide each employee an application for union membership and dues check off authorization form. The Employer shall remit the completed forms to the union monthly. All new employees shall be entitled to receive an unpaid fifteen (15)-minute orientation provided by the Union at the end of each new hire orientation session.

## **Article 21 -- Dues Checkoff**

- A. The Employer agrees to deduct weekly, if the Employer's payroll system permits, from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and monthly Union dues as certified to the Employer by the Secretary/Treasurer of the Union. Except for the deduction of fees other than dues, the Employer will not deduct more than one month's dues from any single paycheck, or more than two months dues in any single month.
- B. The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their social security numbers, hourly rate of pay, and arrearages per week/month, for whom such deductions have been made, and for those employees for whom no deductions were made and a reason why. The list will be in an electronic space de-limited format and indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The remittance shall be forwarded not later than the twenty-fifth (25th) of the month following the month in which deductions are made. The Parties agree that they shall continue to meet and confer regarding the implementation of methods and processes that will improve the efficiency of compiling and transmitting information relevant to such deductions, including doing so electronically if possible.
- C. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article, including reasonable legal fees.

D. Voluntary Political Deduction - The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution in a flat dollar amount specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least 7 days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the twenty-fifth 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 Company'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 company shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

## **Article 22 -- Selection of Employees**

The Company shall select its own employees. The Company agrees to interview for employment, applicants referred by the Union.

## **Article 23 -- No Strike or Work Stoppage**

- A. No Strikes or Other Interference. The Union agrees that there will be no strikes (whether general or sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, picketing, or any other direct interference with the activities or operations of the Employer during the life of this Agreement.
- B. Lockouts. The Employer agrees not to conduct a lockout during the life of this Agreement.
- C. Union's Best Efforts. The Union agrees that, in the event of any violation of Section A of this Article, the Union will use its best efforts to cause such violation to cease and to cause work to fully resume.

## **Article 24 -- Individual Agreements**

There shall be no individual agreements between the Company and the bargaining unit employees other than stipulated in this Agreement.

## **Article 25 -- Grievance and Arbitration Procedure**

- A. A grievance shall be defined as any dispute arising out of the expressed terms or conditions contained within this Agreement.

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3-20-13

B. All grievances shall be processed in the following manner:

Step 1: The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to address issues promptly as they arise. Any grievance shall be submitted in writing to the General Manager within ten (10) calendar days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. The grievance shall set forth the alleged facts of the grievance, the specific Article(s) and Section(s) alleged to have been violated, and the remedy that is being sought. The General Manager shall provide a written response within seven (7) calendar days after receipt of the grievance.

Step 2: If not resolved satisfactorily at Step 1, the grievance shall be submitted in writing to the District Manager or their designee by the Union's Representative or their designee within seven (7) calendar days after receipt of the response at Step 1. Either the District Manager or their designee or the Union shall request a meeting, which may be conducted telephonically if mutually agreed, for the purpose of resolving the grievance prior to the Employer's final decision. The meeting shall be held within (7) seven calendar days of being requested and will never exceed two (2) paid employees. Within seven (7) calendar days of the meeting the Employer shall deliver to the Union a written reply, which shall provide for a decision in the matter and the reason(s) for the decision.

If the grievance is not resolved after the procedures in Step 2 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation through FMCS. Such referrals shall occur within seven (7) calendar days after the Union receives the written response from the District Manager. The mediation process will be conducted under FMCS jurisdiction and guidelines.

C. Arbitration: If the grievance cannot be satisfactorily adjusted at Step 2, the matter may be referred by the Union for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) no later than thirty (30) calendar days following the receipt of the written Step 2 answer, or the conclusion of grievance mediation, whichever is applicable. Both the Employer and the Union agree to be bound by the rules and regulations of the FMCS.

Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties.

The decision of the Arbitrator shall be final and binding on the Employer, the union, and employee(s) involved. It is understood that the Arbitrator shall have the power to modify on disciplinary cases, but shall not have the ability or power to in any way modify,

change, restrict, or extend any of the terms of this Agreement.

- D. The time constraints that refer to any step of this procedure may be extended by mutual written agreement of the Employer and the Union. Any reasonable request made before the expiration of the time limit to be extended shall be honored by the Employer and the Union. Failure to file a grievance or to proceed to the next step within the prescribed time limits shall constitute a waiver of all rights to grieve and arbitrate such matters.
- E. Grievances concerning disciplinary suspensions or discharges may be submitted at the second step of the grievance procedure. If the grievance is not settled at Step 2, it may be directly submitted to arbitration except as limited in the above paragraph.
- F. The Employer shall pay employees who are the grievants at their regular wage rate when they are involved in the grievance discussion and meetings with the Employer, when such meetings take place during their regularly scheduled, normal working hours, except in suspension or termination cases.
- G. Should the grievance not be resolved at the existing step or should there be no response from the Employer within the specified time limits, the grievance may be carried to the next step.
- H. To facilitate the efficient and timely administration of this article, Union Representatives may participate in grievance investigations and meetings via telephone, and union stewards will have access to telephones and facsimile machines for the sole purpose of communicating with union representatives regarding a pending grievance. Such access shall be limited to reasonable times so as to properly balance the Company's concern for maintaining efficient operations and the union's ability to address necessary aspects of a pending grievance.
- I. Any grievance which arises concerning the provisions of this Agreement shall be resolved by the procedure set up in this section.
- J. In the case of a suspension or termination of an Employee, Management agrees to furnish, upon request, a copy of all disciplinary actions relevant to said suspension or termination to the Union Business Agent within 5 working days.

## **Article 26 -- Mediation**

In the event that the grievance is not resolved at the second step, the parties may jointly submit, in writing, a request for mediation. The written request shall be made to the other party within seven working (7) days from the date of the second step written response by the Company. If a request is made for mediation the timelines to move to arbitration will be waived so long as the parties continue proceeding with Mediation. The written request shall clearly set forth a description of the dispute, the date and person(s) involved, the remedy sought, supporting documentation/evidence, and shall have copies of the first and second step written responses attached. In addition, evidence not presented at earlier steps must be shared prior to the mediation meeting. The request should be signed and dated by both parties.

- A. Mediation shall be held within thirty (30) calendar days of the written request, using the Federal Mediation and Conciliation service in accordance with their rules.
- B. Mediation shall consist of the grieving employee, the manager involved in the dispute (if they are still employed by the Company), one (1) management representative, one union shop steward, and one (1) union representative plus a neutral mediator who shall act as Chairman. The Chairman shall mediate the dispute in an attempt to have the parties reach a settlement. When no longer working for the Company the manager involved in the dispute may participate by telephone.
- C. Mediation shall be governed by the following rules:
  - 1. The grievant shall have a right to be present at mediation.
  - 2. The manager/supervisor, or the company's designee, shall have a right to be present at mediation.
  - 3. Each party shall have one (1) principal spokesperson.
  - 4. Outside lawyers or consultants shall not participate in the mediation.
  - 5. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing.
  - 6. 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 mediation shall be made.
  - 7. 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.
  - 8. The mediator shall have no power to alter or amend the terms of the Collective Bargaining Agreement
  - 9. The cost of the mediator shall be split equally between the Company and the Union.
- D. In the event agreement is not reached during mediation either party may request arbitration according to the steps in Article 25.

**Article 27 -- Severance Pay**

- A. It is agreed that any employee sixty (60) years of age or over who retires because of his/her own physical disability shall receive severance pay as follows:
 

5-10 years continuous service	\$100.00
10-15 years continuous service	\$250.00
15-20 years continuous service	\$300.00
20 or more years continuous	\$350.00
- B. The provisions of this section are not applicable to employees working as clerks or cashiers.
- C. It is further understood that such severance pay shall be given in addition to any money received in accordance with the Company's existing retirement policy.
- D. It is further understood that the Company may request collective bargaining on any or all of the provisions of this Article at any time during the duration of this Agreement upon the giving of thirty (30) days written notice to the Union to that effect.

*Handwritten signature and date: 3-20-13*

## **Article 28 -- Jury Duty**

The Company agrees that employees who are called upon for jury duty and who, by virtue of such duty, lose time from work, shall receive for each day of actual jury duty the difference between the employee's regular pay and the daily jury fee received.

## **Article 29 -- Absence Due To Illness**

A doctor's certificate is required for an absence due to illness of three (3) or more days.

## **Article 30 -- Immigration Rights**

### **Section 1. Immigration Rights**

- A. The Employer agrees to work with all legal immigrants to provide the opportunity to gain extensions, continuations or other status required by the Department of Homeland Security without having to take leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave, without pay (except for unused accrued vacation) for a period of up to 60 calendar days and return the employee to work with no loss of seniority. All of the above shall be in compliance with existing laws. Benefits shall not continue to accrue under this or any leave except as required by law.
- B. No employee covered by this agreement shall suffer any loss of seniority, compensation, or benefits due to any changes in the employee's name or social security number, provided that the new social security number is valid and the employee is authorized to work in the United States. The Employer shall not take action against an employee solely because the employee is subject to an immigration proceeding where the employee is otherwise permitted to work.
- C. In the event that an employee has a problem with his or her right to work in the United States after completing his or her probationary period, the Employer shall notify the Union in writing prior to taking any action, and upon the Union's request, received by the Employer within 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.
- D. 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 no-match letter.
  - 2. The Employer agrees that it will not require employees listed on the notice to complete 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 letter from the SSA.

E. Seniority for immigration related issues.

1. In the event that an employee is not authorized to work in the United States following his or her probationary period and his or her employment is terminated for this reason, and the employee subsequently corrects the problem within 365 calendar days, the employee shall be rehired into the next available position seniority reinstated, at a rate including any raises he/she would have received in the interim. The parties agree that this provision does not apply to circumstances wherein the employee has falsified Company documents.

2. If the employee needs additional time to obtain his work authorization, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of 12 additional months. The parties agree that such employees would be subject to a probationary period in this event.

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

F. Workplace immigration enforcement. The Employer shall:

1. 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) (formerly INS) related to the immigration status of an employee covered by this Agreement of 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 any 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 regards to the DHS matter.

2. Permit inspection of I-9 forms by DHS or DOL. The Employer also shall permit inspection of I-9 forms where a DHS search and/or arrest warrant, administrative warrant, subpoena or other legal process signed by a federal judge or magistrate specifically names employees or requires the production of I-9 forms.

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

G. Re-verification of status

1. No employee employed continuously on or before November 6, 1986, shall be required to document immigration status.

2. The Employer shall retain in its files copies of the identity and work authorization documents presented by the employee.

3. 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.

H. In the event that the Employer is served with a validly executed Department of Homeland

Security or any governmental or judicial Search or Arrest warrant, the Employer shall, to the extent legally and physically possible, arrange for a questioning of employees to occur in as private a setting as possible in the workplace.

- I. 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 non-government entity to conduct an audit or inspection of its I-9 forms or personnel records.
- 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 normally scheduled time, if any, at the employee's regular hourly rate of pay, provided the employee notifies the General Manager at least ten (10) days prior to the scheduled sworn in date.

### Section 2. Ethnic Diversity and Cultural Issues.

The parties recognize the importance of creating an inclusive workplace where employees of diverse backgrounds can work and communicate effectively and have agreed to measures as set forth as follows:

1. The parties recognize that many 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, the Employer recognizes the right of employees to use the language of their own choice among themselves where such use does not adversely affect the operation, work performance, or customer service levels.
2. The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English and will consider reasonable recommendations of the labor management committee to accomplish this.
3. If a substantial number of Employees at the Unit have a primary language other than English, the Employer will take reasonable steps, where practical, to post significant notices in both English and the predominant non-English language. If management cannot communicate effectively with an employee, the Employer will allow, upon request and if available, an employee translator from the bargaining unit chosen by the employee to facilitate communications, provided the individual is on the premises at the time requested.
4. If the primary language for more than 25 employees at the Unit is a single language other than English, the Employer and the Union will pay an equal amount of costs for translation and copying of this Agreement in English and that non-English language. For purposes of arbitration, the English version shall prevail in any conflict of meaning arising out of the translation. The Employer will not share the cost for translation and copying into more than one non-English language.
5. No employee covered by this agreement will experience a loss of seniority, compensation, or benefits due to the submission of legally documented changes in his or her name or social security number.

### **Article 31 -- Shop Stewards**

- A. The Union shall appoint or otherwise name Shop Stewards, equal in number to one for every fifteen (15) employees, plus one when the remainder is greater than ten (10) The

Union shall advise the Employer in writing of the names of Union Stewards and Chief Steward. Stewards shall be on paid time when they participate in the grievance procedure. Union Stewards, unless the Steward is the grievant, shall be recognized by the Employer as representatives of the employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job.

- B. A Steward may request to be released from his/her regular duties to investigate grievances on Employer time. Requests to conduct such investigations shall not be unreasonably withheld. The Steward shall contact his/her 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.
- C. No Steward shall have any authority to order or cause any strike, slowdown, or cessation of work, and the Steward shall not interfere with the Manager in the Manager's running of the Unit.
- D. Upon the Union's request and subject to the Employer's business requirements, union members serving as stewards or alternate stewards under this contract shall be granted special training leaves to attend group trainings provided by the union. The size of the group attending such training will be subject to business needs of the Employer but shall not be less than half (1/2) the number of stewards provided for in this contract, and the time period for such group training leave shall not exceed three (3) days in any year. 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.
- E. The Union may appoint one (1) of the stewards as a "Chief" steward for each location.
- F. The Chief Steward shall be released from duties with no loss of pay for no more than two (2) hours each month in order to speak with or meet with a Union Representative for purposes of training and contract administration. Scheduling of such release time will be subject to management approval, and shall be with at least 24 hour before the date of the leave.

## **Article 32 -- No Reduction**

No employee shall suffer a reduction in salary, adverse change in working condition, or the loss of any benefit now enjoyed by him/her as result of this Agreement.

## **Article 33 -- Safety**

- A. The Employer is responsible for maintaining a safe working environment and shall supply all safety devices and equipment required by law.
- B. A Joint Safety and Health Committee ("Committee") will be established. The Committee will be composed of up to three (3) members of the bargaining unit selected

including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with the 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 or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

### **Article 36 -- No Harassment**

It is the policy of I.L. Creations to treat all employees equally in the terms and conditions of their employment. The harassment of any employee is contrary to this policy. Harassment is an annoying, persistent act directed toward a person, which is offensive, which debilitates morale, or which creates a hostile or offensive work environment. Legitimate counseling and discipline in connection with the above noted policy shall not constitute harassment.

### **Article 37 -- Labor Management Committee**

The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than three (3) individuals from each party, depending on unit size. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one (1) time each month. A written agenda shall be established for each meeting, and the length of such meeting shall not exceed one hour. The meeting shall be scheduled by mutual agreement. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings.

### **Article 38 -- Dignity and Respect**

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, including sexual harassment, by employees, managers or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

### **Article 39 -- Sick Leave**

- A. Full-time non-probationary employees shall be entitled to 6 paid sick days each , calendar year, starting on January 1 of each year.
- B. Employees may use these sick days as personal days. Personal Days must be scheduled at least two (2) weeks in advance, subject to management approval. The Employer will grant the day as a personal day so long as it does not adversely affect efficient operations.

- C. Payment for sick days used shall be based on an individual employee's normally scheduled hours multiplied by their straight-time hourly rate of pay.

If an employee has sick days available, and the employee is off work as a result of illness or taking the day as a personal day, then the employee will receive paid sick leave for that day.

- D. Each year's unused sick days will not be carried over from year to year – that is, they will not accumulate from year to year. All unused sick days will not be paid out to employees at the end of each calendar year.

In order to receive pay for unused sick days, the employee must be on the payroll as of the date the unused sick days are paid out.

- E. A doctor's note may be requested by the Employer under the following circumstances:

Upon returning to work after three (3) consecutive days off sick;  
When required by the Department of Health and/or the document request of the client;  
In instances where there appears to be a pattern of sick absences


- F. Sick days may be used for the employee's own injury or illness, the employee's own medical appointments, or the injury, illness or medical appointments of a spouse, domestic partner, or dependent.

- G. The use of an employee's paid sick days shall not count towards the Employers time and attendance policy.

IN WITNESS WHEREOF, I.L Creations , Inc., has caused this Agreement to be executed in its Corporate name, and in its behalf by the Senior Vice President of Human Resources; and, Local 23, Unite Here, has caused this Agreement to be signed for and on its behalf by its President, on the day and year first above written.

  
\_\_\_\_\_  
Emilio Abate, UNITEHERE Local 23

3-20-13

  
\_\_\_\_\_  
Steve Choi, I.L. Creations  
Matthew Yoo, Senior V.P. 3/20/13

## **EXHIBIT A.1 -- Current Local Unit Locations**

- Department of Energy, Forrestal Building, Washington, DC – Local Unit Appendix #1
- Department of State – Local Unit Appendix #2
- Library of Congress – Local Unit Appendix #3
- New Executive Office Building – Local Unit Appendix #4
- Eisenhower Executive Office Building – Local Unit Appendix #5
- Department of Energy, Germantown, MD – Local Unit Appendix #6

## **EXHIBIT A.2 -- Current Locations Covered Under Article 1.B**

American Red Cross, Washington, DC  
University of the District of Columbia  
Bureau of Labor Statistics at Postal Square  
Department of Health & Human Services, Washington, DC  
Department of Justice (DOJ)—Thurgood Marshall  
Department of Justice, Pennsylvania Ave., Washington, DC  
Drug Enforcement Agency (VA)  
National Aeronautics and Space Administration (NASA)/Goddard Space Flight Center  
Department of Commerce, Washington, DC  
Fairfax County Government

## **EXHIBIT B -- Job Classifications**

- Head Cook
- Cook
- Grill Cook
- Junior Cook
- Cashier
- Food Service Worker
- Caterer
- Utility
- Waitperson
- Deli/Salad
- Subway
- Dunkin Donuts
- Storeroom
- Baker
- Sanitation
- Barista

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by the Union and up to three (3) members of management selected by the Employer, the actual size of which shall be mutually agreed upon based upon considerations of the size and complexity of the unit. 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 every other month . The Employer will consider all of the recommendations from the Committee in good faith. Employees shall be paid at their regular hourly rate for time spent at health and safety committee meetings, with payment not to exceed one hour.

- C. Protective Equipment. The Employer shall make available whatever is legally required, personal protective equipment at no cost to the employee. If an employee destroys or damages the protective equipment provided to the employee, or loses the equipment where a secure space for storage has been provided, the employee will be responsible for the cost of replacement. Employees shall not be responsible for the cost of replacement for protective equipment that is replaced as a result of normal wear and tear, regularly scheduled replacement, or replacement resulting from circumstances beyond the employee's control.

## **Article 34 -- Management of the Business**

Except as otherwise in this Agreement expressly provided, nothing contained in this Agreement shall be deemed to limit the Company in any way in the exercise of the regular and customary function of Management, including the making in connection therewith of such reasonable rules relating to operations as it shall deem advisable. The Union shall have the right to discuss with the Company any rule or regulation governing the employees, and it will be given fair consideration and in addition, grieve the unreasonableness of such rule(s).

## **Article 35 -- Non-Discrimination**

- A. The Employer will not discriminate against or harass any of the Employer's employees because of the employee's race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other personal characteristic that is protected by applicable law. The Employer also agrees that it will not retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

The Employer and the Union agree that each bargaining unit member is also obligated not to discriminate, harass, or retaliate based on any of the protected characteristics described above against any other employee or anyone with whom the employee has contact on the Employer's and/or client's premises during the course of the employee's workday.

- B. Gender. The use of pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to refer to members of only one sex, but shall apply to members of either sex.
- C. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law,

## Memorandum of Agreement Regarding Card Check Neutrality

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is made and entered into by and between I.L. Creation of Maryland, Inc. (“Employer”) and UNITE HERE Local 23 (“Union”).

1. This Agreement shall become a part of the collective bargaining agreement (“CBA”) between the Union and the Employer.
2. Definitions:
  - a. The term “Employees” shall be deemed to mean all employees covered by Article 1(B) of the CBA.
  - b. The terms “Employer” and “Unit” shall have the same meaning as they have in Article 1(B) of the CBA.
3. The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employer’s Employees of their rights under Section 7 of the National Labor Relations Act and to avoid picketing and/or all other economic action directed at the Employer in the event the Union decides to conduct an organizing campaign among any Employees.
4. The parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as the employees’ exclusive bargaining representative for the purpose of collective bargaining with the Employer, or to refrain from such activity.
5. The Employer will take a neutral approach to unionization of Employees. The Employer will not take any action nor make any statement that will directly or indirectly state any opposition by the Employer to the selection by such employees of a collective bargaining agent, or preference for or opposition to any particular union as a bargaining agent.
6. The Union and its representatives will not restrain, coerce or threaten any employee of the Employer in an effort to obtain authorization cards or to organize the employees.
7. The Union agrees that it will not defame, disparage, demean or denigrate the Employer and its officers, directors, executives, managers, supervisors, employees and agents to the general public or to any other party in any manner whatsoever. The Employer agrees that it will not defame, disparage, demean or denigrate the Union and its respective officers, directors, executives, managers, supervisors, employees and agents in any manner whatsoever to the general public or to any other party in any manner whatsoever.
8. Information Provided to Union:
  - a. As soon as practicable, where possible within thirty (30) days, after the Employer begins operating a new Unit, the Employer will furnish the Union with a complete list of Employees, including both full and part-time Employees, showing their job classifications, departments, work locations, telephone numbers, and home

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addresses. Thereafter, the Company will provide, upon request by the Union, updated complete lists every three (3) months.

- b. If the Union provides the Employer written notice of its intent to organize Employees in any Unit covered by this Agreement, the Employer will provide the Union with same information specified in Subsection "a" of this Paragraph 8 within fifteen (15) days of such request.

9. If the Union provides written notice to the Employer of its intent to organize Employees at a Unit covered by this Agreement, the Employer shall provide the Union with access to its premises and to such Employees during non-working times. The Union may engage in organizing efforts during Employees' non-working times (before work, after work, and during meals and breaks) and during such other periods as the parties may mutually agree upon. "Organizing" includes communicating with Employees before and after recognition of the Union.

Upon written notification by the Union that it intends to conduct an organizing campaign under this agreement, the Employer will post a notice on all bulletin boards of the facilities where notices are customarily posted. This notice shall read as follows:

**"NOTICE TO EMPLOYEES"**

We have been formally advised that UNITE HERE Local 23 is conducting an organizing campaign among certain of our employees. This is to advise you that:

1. I.L. Creations does not oppose collective bargaining or the unionization of our employees.
2. The choice of whether or not to be represented by a union is yours alone to make and not by I.L. Creations or the Union.
3. We will not interfere in any way with your exercise of that choice.
4. Both the Union and I.L. Creations have agreed that we will not defame, disparage, demean or denigrate each other in any manner whatsoever.
5. The Company is committed to respecting the will of the majority of its employees to choose whether or not to be represented by the Union. Neither the Company nor the Union will threaten, intimidate, coerce or harass any person about signing or not signing authorization card. The Company will recognize and bargain with the Union if it is verified that a majority of eligible employees desire to be represented by the Union. Such verification will be conducted by a neutral third party based upon a confidential review of employee signatures on Union Authorization cards or other documents demonstrating an interest in representation by the Union.
6. Any decision you make must be yours alone without any undue influence from either I.L. Creations or the Union.
7. The company does, however, retain the right to respond to any untrue or misleading statements made by the Union regarding the Company and/or its policies, practices or actions.

10. The Union may request recognition as the exclusive collective bargaining agent for the


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Employees at a Unit covered by this Agreement. The arbitrator identified in Paragraph 13, or another disinterested, neutral party mutually satisfactory to the Employer and the Union, will be selected to conduct a review of Employees' authorization cards or other documents demonstrating interest in representation submitted by the Union in support of its claim to represent a majority of the Employees in the Unit. If a majority of Employees within the Unit has joined the Union or designated it as their exclusive collective bargaining representative, the Employer will recognize the Union as such representative of the 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. The Union and the Employer will not file any unfair labor practice charges with the National Labor Relations Board in connection with any act or omission occurring within the context of this Agreement; arbitration under Paragraph 13 shall be the exclusive remedy. In order to foster labor peace between the parties, if the Union is unable to obtain support from a majority of Employees in the unit within eighteen (18) months of providing the Employer with written notice of intent to organize a Unit as required by Paragraph 8 above, then the Union will not request recognition at that Unit during the term of the CBA.

11. If the parties are unable to reach agreement on any unresolved provisions of a collective bargaining agreement applicable to the newly-recognized Unit within 180 days after recognition pursuant to Paragraph 10, all unresolved issues about which the parties are obligated to bargain under Article 1(C) and 1(D) of the CBA shall be submitted for resolution to final and binding arbitration pursuant to Paragraph 13. The arbitrator identified in Paragraph 13 below shall be the arbitrator, unless another arbitrator is mutually agreed to by the parties. The arbitrator shall be guided by the following considerations: a) Employer's financial ability as a whole and at the unit; b) size and type of the Employer's operations as a whole and at the unit; c) cost of living as it affects the Employer's employees; d) ability of the employees, through the combination of wages, hours and benefits, to earn a living to sustain themselves and their immediate families; and e) employees' productivity.
12. The Union will not cause, sanction or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, picketing, stoppage of work, hand-billing, leafleting, mass absenteeism, retarding of work or boycott, at any Unit operated by the Employer, whether it be of a primary or secondary nature, or any other activities which interfere, directly or indirectly, with the operations of the Employer, and the Employer will not engage in a lockout of the Employees, provided that if the Employer recognizes any union besides the Union as the exclusive collective bargaining representative of Employees, or any of them, this Paragraph shall terminate immediately and without notice.
13. The parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited arbitration. The parties shall select an arbitrator in the same process as outlined in the collective bargaining agreement, at the same time that the union serves notice of its intent to organize a property. The Arbitrator shall have the authority to determine the arbitration procedures to be followed.

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The Arbitrator shall have no authority to alter, amend, add to, subtract from or otherwise modify or change the terms and conditions of this Agreement. Any costs incurred by the parties in instituting proceedings before the Arbitrator, or defending against the same, shall be the responsibility of the respective party. The Arbitrator shall have the authority to order the non-compliant party to comply with this Agreement. The parties hereto agree to comply with any order of the arbitrator, which shall be final and binding. Any action concerning arbitration under this Agreement shall be brought in the United States District Court for the District of Columbia.

14. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.



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Emilio Abate, UNITEHERE Local 23

March 20 2013



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Matthew Yoo, Senior Vice-President of  
Corporate Affairs, I.L. Creations

3/20/13

Side Letter Between  
I.L. Creations of Maryland, Inc.  
and  
UNITE HERE, Local 23

The purpose of this side letter is to add clarity to Article 1(B) which defines "Employer" and "institutional food service".

"Institutional food service" with this Employer does not mean include:

1. Free standing restaurants.
2. Nor other businesses the Employer owns or may start that are not institutional food service.
3. Nor ones where the Employer's relationship is not to the client, but rather is to the building as a direct landlord, and the client is incidental, e.g. the Coast Guard location.

The definitions does mean only places like those that are listed in the addendum, of the Collective Bargaining Agreement. If it is not similar to those it will not be covered.

Emilio Abate  
Emilio Abate, UNITEHERE Local 23

March 20 2013  
Date

Matthew Yoo  
Matthew Yoo, Senior Vice-President of  
Corporate Affairs, I.L. Creations

3/20/13  
Date

## Local Unit Appendix #1 -- Department of Energy, Forrester Building

### Health Care Premium – Employer Responsibility

Whatever portion the Employer is not responsible for shall be the responsibility of the Employee.

Year	Single Coverage	Plus One Coverage	Family Coverage
Upon Ratification	88%	85%	85%
January 1, 2013	88%	85%	85%
January 1, 2014	88%	85%	85%
January 1, 2015	88%	85%	85%
January 1, 2016	90%	85%	85%

Coverage is for total disability is up to twenty weeks.

### Classification Rates

Classifications	8/1/12	2/1/13	8/1/13	2/1/14	8/1/14	2/1/15	8/1/15
Cook	\$12.01	\$12.21	\$12.41	\$12.66	\$12.91	\$13.16	\$13.41
Jr. Cook	\$11.66	\$11.86	\$12.06	\$12.31	\$12.56	\$12.81	\$13.06
Cashier	\$11.76	\$11.96	\$12.10	\$12.35	\$12.60	\$12.85	\$13.10
Food Service Worker	\$11.16	\$11.36	\$11.56	\$11.81	\$12.06	\$12.31	\$12.56
Utility	\$11.10	\$11.30	\$11.50	\$11.75	\$12.00	\$12.25	\$12.50
Wait Person	\$12.15	\$12.35	\$12.55	\$12.80	\$13.05	\$13.30	\$13.55
Deli/Salad	\$10.66	\$10.86	\$11.06	\$11.31	\$11.56	\$11.81	\$12.06
Barista	\$11.00	\$11.20	\$11.40	\$11.65	\$11.90	\$12.15	\$12.40
Dunkin/Subway FSW	\$10.66	\$10.86	\$11.06	\$11.31	\$11.56	\$11.81	\$12.06
*Catering Server	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00

Note: Catering Server is only paid for the hours the employee works as a server at the catering event.

New Hire Rate:

- Starting Rate: 80% of the Classification Rate
- After 12 months of employment: 90% of the Classification Rate
- After 24 months of employment: 100% of the Classification Rate

The New Hire Rate for all employees above cannot be lower than the Food Service Worker minimum rate under the Federal Service Contract Act. The exception is for the Cashiers whose new hire rate is subject to the Federal Service Contract Act rate for Cashiers.

## Local Unit Appendix #2 -- Department of State

### Health Care Premium – Employer Responsibility

Whatever portion the Employer is not responsible for shall be the responsibility of the Employee.

Year	Single Coverage	Plus One Coverage	Family Coverage
Upon Ratification	80%	80%	80%
January 1, 2013	82.5%	80%	80%
January 1, 2014	85%	80%	80%
January 1, 2015	87.5%	80%	80%
January 1, 2016	90%	80%	80%

Coverage is for total disability is up to twenty weeks.

### Classification Rates

Note: Catering Server is only paid for the hours the employee works as a server at the catering event.

Classifications	8/1/12	2/1/13	8/1/13	2/1/14	8/1/14	2/1/15	8/1/15
Cook	\$13.56	\$13.76	\$13.96	\$14.21	\$14.46	\$14.71	\$14.96
Jr. Cook	\$10.66	\$10.86	\$11.06	\$11.31	\$11.56	\$11.81	\$12.06
Grill Cook	\$10.66	\$10.86	\$11.06	\$11.31	\$11.56	\$11.81	\$12.06
Cashier	\$10.60	\$10.80	\$11.00	\$11.25	\$11.50	\$11.75	\$12.00
Food Service Worker	\$10.66	\$10.86	\$11.06	\$11.31	\$11.56	\$11.81	\$12.06
Sanitation/Utility	\$10.66	\$10.86	\$11.06	\$11.31	\$11.56	\$11.81	\$12.06
Wait Person	\$10.66	\$10.86	\$11.06	\$11.31	\$11.56	\$11.81	\$12.06
Storeroom	\$10.76	\$10.96	\$11.16	\$11.41	\$11.66	\$11.91	\$12.16
Barista	\$11.00	\$11.20	\$11.40	\$11.60	\$11.90	\$12.15	\$12.40
Dunkin/Subway FSW	\$10.66	\$10.86	\$11.06	\$11.31	\$11.56	\$11.81	\$12.06
*Catering Server	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00

New Hire Rate:

- Starting Rate: 80% of the Classification Rate
- After 12 months of employment: 90% of the Classification Rate
- After 24 months of employment: 100% of the Classification Rate

The New Hire Rate for all employees above cannot be lower than the Food Service Worker minimum rate under the Federal Service Contract Act. The exception is for the Cashiers whose new hire rate is subject to the Federal Service Contract Act rate for Cashiers.

## Local Unit Appendix #3 -- Library of Congress

Health Care Premium – Employer Responsibility

Whatever portion the Employer is not responsible for shall be the responsibility of the Employee.

Year	Single Coverage	Plus One Coverage	Family Coverage
Upon Ratification	80%	80%	80%
January 1, 2013	82.5%	80%	80%
January 1, 2014	85%	80%	80%
January 1, 2015	87.5%	80%	80%
January 1, 2016	90%	80%	80%

Employees at the Library of Congress shall continue to receive a \$20,000 life insurance policy.

Coverage is for total disability is up to twenty-six weeks

### Classification Rates

Note: Catering Server is only paid for the hours the employee works as a server at the catering event.

Classifications	8/1/12	2/1/13	8/1/13	2/1/14	8/1/14	2/1/15	8/1/15
First Cook	\$12.01	\$12.21	\$12.41	\$12.61	\$12.91	\$13.16	\$13.41
Grill Cook	\$11.66	\$11.86	\$12.06	\$12.31	\$12.56	\$12.81	\$13.06
Cashier	\$11.76	\$11.96	\$12.10	\$12.35	\$12.60	\$12.85	\$13.10
Food Service Worker	\$11.16	\$11.36	\$11.56	\$11.81	\$12.06	\$12.31	\$12.56
Utility	\$11.10	\$11.30	\$11.50	\$11.75	\$12.00	\$12.25	\$12.50
Wait Person	\$12.15	\$12.35	\$12.55	\$12.80	\$13.05	\$13.30	\$13.55
Deli/Salad	\$11.66	\$11.86	\$11.26	\$11.51	\$11.76	\$12.01	\$12.26
Barista	\$11.00	\$11.20	\$11.40	\$11.65	\$11.90	\$12.15	\$12.40
Dunkin/Subway FSW	\$10.66	\$10.86	\$11.06	\$11.31	\$11.56	\$11.81	\$12.06
*Catering Server	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00

New Hire Rate:

- Starting Rate: 80% of the Classification Rate
- After 12 months of employment: 90% of the Classification Rate
- After 24 months of employment: 100% of the Classification Rate

The New Hire Rate for all employees above cannot be lower than the Food Service Worker minimum rate under the Federal Service Contract Act. The exception is for the Cashiers whose new hire rate is subject to the Federal Service Contract Act rate for Cashiers.

## Local Unit Appendix #4 -- New Executive Office Building

Health Care Premium – Employer Responsibility

Whatever portion the Employer is not responsible for shall be the responsibility of the Employee.

Year	Single Coverage	Plus One Coverage	Family Coverage
Upon Ratification	88%	80%	80%
January 1, 2013	88%	80%	80%
January 1, 2014	88%	80%	80%
January 1, 2015	88%	80%	80%
January 1, 2016	90%	80%	80%

Coverage is for total disability is up to twenty-six weeks

### Classification Rates

Classifications	8/1/12	2/1/13	8/1/13	2/1/14	8/1/14	2/1/15	8/1/15
Cook	\$11.96	\$12.16	\$12.36	\$12.61	\$12.86	\$13.11	\$13.36
Jr. Cook	\$11.78	\$11.98	\$12.18	\$12.43	\$12.68	\$12.93	\$13.18
Grill Cook	\$11.43	\$11.63	\$11.83	\$12.08	\$12.33	\$12.58	\$12.83
Cashier	\$11.23	\$11.43	\$11.63	\$11.88	\$12.13	\$12.38	\$12.63
Food Service Worker	\$11.18	\$11.38	\$11.58	\$11.83	\$12.08	\$12.33	\$12.58
Utility	\$11.18	\$11.38	\$11.58	\$11.83	\$12.08	\$11.33	\$12.58
*Catering Server	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00

Note: Catering Server is only paid for the hours the employee works as a server at the catering event.

New Hire Rate:

- Starting Rate: 80% of the Classification Rate
- After 12 months of employment: 90% of the Classification Rate
- After 24 months of employment: 100% of the Classification Rate

The New Hire Rate for all employees above cannot be lower than the Food Service Worker minimum rate under the Federal Service Contract Act. The exception is for the Cashiers whose new hire rate is subject to the Federal Service Contract Act rate for Cashiers.



## Local Unit Appendix #5 -- Eisenhower Executive Office Building

### Health Care Premium – Employer Responsibility

Whatever portion the Employer is not responsible for shall be the responsibility of the Employee.

Year	Single Coverage	Plus One Coverage	Family Coverage
Upon Ratification	85%	80%	80%
January 1, 2013	85%	80%	80%
January 1, 2014	85%	80%	80%
January 1, 2015	87.5%	80%	80%
January 1, 2016	90%	80%	80%

Coverage is for total disability is up to twenty-six weeks

### Classification Rates

Classifications	8/1/12	2/1/13	8/1/13	2/1/14	8/1/14	2/1/15	8/1/15
Cook	\$11.78	\$11.98	\$12.18	\$12.43	\$12.68	\$12.93	\$13.18
Jr. Cook	\$11.00	\$11.20	\$11.40	\$11.65	\$11.90	\$12.15	\$12.40
Grill Cook	\$10.66	\$10.88	\$11.08	\$11.33	\$11.58	\$11.83	\$12.08
Cashier	\$10.53	\$10.73	\$10.93	\$11.18	\$11.43	\$11.68	\$11.93
Food Service Worker	\$10.66	\$10.86	\$11.06	\$11.31	\$11.56	\$11.81	\$12.06
Utility	\$10.66	\$10.86	\$11.06	\$11.31	\$11.56	\$11.81	\$12.06
*Catering Server	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00

Note: Catering Server is only paid for the hours the employee works as a server at the catering event.

New Hire Rate:

- Starting Rate: 80% of the Classification Rate
- After 12 months of employment: 90% of the Classification Rate
- After 24 months of employment: 100% of the Classification Rate

The New Hire Rate for all employees above cannot be lower than the Food Service Worker minimum rate under the Federal Service Contract Act. The exception is for the Cashiers whose new hire rate is subject to the Federal Service Contract Act rate for Cashiers.

## Local Unit Appendix #6 -- Department of Energy, Germantown

### Health Care Premium – Employer Responsibility

Whatever portion the Employer is not responsible for shall be the responsibility of the Employee.

Year	Single Coverage	Plus One Coverage	Family Coverage
Upon Ratification	85%	85%	85%
January 1, 2013	85%	85%	85%
January 1, 2014	85%	85%	85%
January 1, 2015	87.5%	85%	85%
January 1, 2016	90%	85%	85%

Coverage is for total disability is up to twenty-six weeks

### Classification Rates

Classifications	8/1/12	2/1/13	8/1/13	2/1/14	8/1/14	2/1/15	8/1/15
Head Cook	\$12.00	\$12.20	\$12.40	\$12.65	\$12.90	\$13.15	\$13.40
Cook	\$11.91	\$12.11	\$12.31	\$12.56	\$12.81	\$13.06	\$13.31
Grill Cook	\$11.46	\$11.66	\$11.86	\$12.11	\$12.36	\$12.61	\$12.86
Cashier	\$11.46	\$11.66	\$11.86	\$12.11	\$12.36	\$12.61	\$12.86
Food Service Worker	\$11.41	\$11.61	\$11.81	\$12.06	\$12.31	\$12.56	\$12.81
Utility	\$11.41	\$11.61	\$11.81	\$12.06	\$12.31	\$12.56	\$12.81
Storeroom	\$11.58	\$11.78	\$11.98	\$12.23	\$12.48	\$12.73	\$12.98
Dunkin/Subway FSW	\$10.66	\$10.86	\$11.06	\$11.31	\$11.56	\$11.81	\$12.06
*Catering Server	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00

Note: Catering Server is only paid for the hours the employee works as a server at the catering event.

New Hire Rate:

- Starting Rate: 80% of the Classification Rate
- After 12 months of employment: 90% of the Classification Rate
- After 24 months of employment: 100% of the Classification Rate

The New Hire Rate for all employees above cannot be lower than the Food Service Worker minimum rate under the Federal Service Contract Act. The exception is for the Cashiers whose new hire rate is subject to the Federal Service Contract Act rate for Cashiers.