

AGREEMENT

BETWEEN

SODEXO GOVERNMENT SERVICES

AT

**THE FEDERAL BUREAU OF INVESTIGATION (F.B.I.)
9th and PENNSYLVANIA AVENUE, N.W.
601 "G" Street, N.W.
WASHINGTON, DC**

AND

UNITE HERE LOCAL 23, AFL-CIO

FROM: MAY 16, 2012

THRU: MAY 15, 2016

Handwritten initials/signature

AGREEMENT

This Agreement is made and entered into by and between Sodexo Government Services at the Federal Bureau of Investigation, 9th and Pennsylvania Avenue, N.W., and 601 "G" Street, N.W., Washington, DC, (hereinafter referred to as "the Employer" or "the Company"), and UNITE HERE Local 23, AFL-CIO (hereinafter referred to as "the Union").

ARTICLE 1 – SCOPE OF AGREEMENT

For the duration of this Agreement, the Union shall be the sole collective bargaining agency for all the food service employees set forth in the classifications hereinafter mentioned employed by the Company at the Federal Bureau of Investigation (F.B.I.), 9th and Pennsylvania Avenue, N.W., and 601 "G" Street, N.W., Washington, D.C. Specifically excluded from the bargaining unit are office clerical employees, guards, professional employees, management trainees, and supervisors as defined in the National Labor Relations Act.

ARTICLE 2 – DEFINITION OF 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 Article 1 and Article 4, respectively. The term "Full Time Employee" as used in this Agreement shall mean all employees who normally work six (6) hours per day or thirty (30) hours per week. "Part Time Employee" shall mean all employees who normally work less than six (6) hours per day or thirty (30) hours per week.

ARTICLE 3 – CLASSIFICATION AND WAGES

Section 1. There is attached to this Agreement as Appendix "A", 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 that shall be attached to this Agreement and incorporated by reference.

Section 2. The classification of individual employees in effect May 15, 2012, 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, and nothing in this Agreement shall preclude employees from classification if they do not qualify.

Section 3. 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.

Section 4. If an employee performs services in more than one classification, the classification of said employee for the purpose of this Agreement shall be determined by the duty or service to which the majority of said employee's time is devoted; provided, however, that 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. All substitutions on the higher classified job shall be paid for at the rate of the higher classified job provided the substitution is for more than one (1) hour of a working day. However, such

substitutions shall not be divided among two (2) or more employees.

Section 5. Except as hereinafter provided, an employee under training for a higher classification than that in which he is regularly employed shall serve a thirty (30) working day maximum training period; during which time he shall be paid at the current rate. At the end of the training period, the employee shall either be promoted to the higher classification or return to his regular classification if he is not fully capable of performing the duties and carrying the schedule of the higher classification.

Section 6. 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.

Section 7. In the event any promotions, or any increases in pay other than those stipulated by this Agreement, are granted to any of the employees covered by this Agreement, the Company agrees to notify the Union of such and the names of the employees who benefited from them.

Section 8. Supervisors will not perform bargaining unit work except as traditionally has been performed – for example, when there are no unit employees to perform the work needed, or when such is necessary for legitimate and immediate needs or for the instruction of personnel. In no case shall supervisors or non-bargaining unit workers be utilized to erode the bargaining unit.

Section 9. A shift premium of an additional fifteen cents (\$0.15) per hour for all hours worked shall be paid to an employee when half of their working hours are after two o'clock (2:00 p.m.).

ARTICLE 4 – PROBATIONARY PERIOD

It is hereby agreed to that all newly hired employees in any classification shall serve two (2) calendar month probationary and training period commencing with the first (1st) day of the calendar month following the time of employment; and it is further agreed that the Company may, at its discretion, extend the probationary period for as much as an additional thirty (30) days for any probationary employee, provided that the Company notify the Union in writing of the extension.

ARTICLE 5 – HOURS OF WORK AND OVERTIME PAY

Section 1. The “workweek” shall consist of a seven (7)-day payroll period beginning at 12:01 a.m. on Friday and ending at 11:59 p.m. on the following Thursday. The parties understand and agree that the beginning and end of the workweek may change as a result of changes to the Employer’s payroll or timekeeping systems. The Employer will notify the union and employees at least three (3) weeks before any change in the payroll period.

The workweek for employees covered by this Agreement shall consist of forty (40) hours in any five (5) consecutive days of no more that eight (8) hours per day. All work performed in excess of eight (8) hours in any one day, forty (40) hours in any one (1) week, shall be considered overtime work. Overtime work shall be compensated at the rate of one and one-half (1½) of the basic hourly rate of pay for the employee; provided, however, that daily and weekly overtime premiums shall not be pyramided on account of the same pay hours. Nothing in this Article shall be construed guarantee any employee any number of hours per day or days per week.

Section 2. No employee shall receive a reduction in hours per week, nor shall there be any reduction in the net weekly wages paid to any employee as a result of the establishment of the aforesaid minimum rates of pay. In the event of a reduction in business, which would necessitate the reduction of hours, the Company agrees to meet this situation through the lay-off procedure as provided in Article 8 of this Agreement. Provided, however, that in instances where reduction of personnel is not possible, and it is necessary to reduce the hours of work of any employee, the Company shall have the right to do so provided it is by seniority within classification.

ARTICLE 6 – HOLIDAYS AND HOLIDAY PAY

Section 1. The following days shall be considered holidays:

New Year's Day	Martin Luther King's Birthday
Washington's Birthday (observed on 3 rd Monday in February)	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans' Day
Thanksgiving Day	Christmas Day

The Company further agrees to grant one (1) additional holiday in each year, if in fact such day is declared as a holiday for Federal Government employees by the Federal Government or by Executive Decree or if scheduled to work and the government department or agency is declared closed for the day due to inclement weather or natural disaster.

Section 2. In the event a holiday falls on a day not normally worked by employees, they will not be paid unless the Government officially designates another regular working day as the holiday. Otherwise, employees shall receive their current rate of pay for the above holidays, provided they satisfy all of the following conditions:

Section 3. An employee who is not required to work on said holidays shall be on duty for such employee's full scheduled working day on the day before and the full scheduled working 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.

Section 4. An employee who is called upon or assigned to work on a holiday shall be paid their usual day's pay for the holiday plus payment of their regular rate for all hours worked on the holiday. Employees not required to work on the holiday will be paid their usual day's pay for the holiday.

Section 5. Employees on duty on said holidays who fail to qualify for full holiday pay shall be paid double time for the time actually put in on duty on such holidays.

Section 6. New employees must have completed their probationary period prior to the pay period in which the holiday falls.

ARTICLE 7 – VACATION AND VACATION PAY

Section 1. The Company agrees to give to its full time employees, on dates approved by the Company, vacation with pay under the following terms and conditions:

All employees shall receive the following vacation schedule:

- One (1) week after one (1) year of service
- Two (2) weeks after two (2) years of service
- Three (3) weeks after eight (8) years of service
- Four (4) weeks after fifteen (15) years of service

Each year's vacation entitlement is earned for all employees as of the union contract year anniversary date – that is, May 16th.

For vacation eligibility purposes only, employees will receive credit for years of continuous service at the F.B.I. location covered by this agreement with Sodexo, as well as all previous food service operators.

Section 2. Vacation will be paid for at the individual employee's daily pay existing at the time the vacation is taken. Employees with ten (10) or more years of seniority may receive their vacation pay on the last pay day before taking vacation if the employee has made this request in writing at least two (2) weeks' in advance.

Section 3. A vacation calendar will be posted in December. Vacation time will need to be scheduled on the vacation calendar by the last day of February. Requests will be granted based on seniority. Requests received after the last day of February will be granted based on business needs and then on a first come, first serve, basis.

Section 4. Vacation accrued, and that vacation which is authorized "in advance" will be taken on dates as approved by unit Management. However, the desires of individual employees will be considered and satisfied wherever feasible, consistent with the efficient operation of the units. Those employees with the greatest seniority are given preference.

Section 5. Any employee entitled to compensation for vacation at the time of termination of employment shall, at such termination, be paid such compensation. However, such employees shall not have earned vacation pay for the last month of his employment unless he has worked through the twenty-fifth (25th) day of the calendar month, or has unused vacation pay credits which would extend through the twenty-fifth (25th) day of that calendar month. Accrued vacation may not be carried over into the next anniversary year. However, in cases where it is impossible for the Company to provide an opportunity for an employee to take leave, then such an employee shall be compensated for unused leave at the end of said anniversary year.

Section 6. Accrued vacation may be used by an employee for any purpose he/she chooses such as uncompensated sick days or leave, Union business or personal business; provided such use of vacation time is approved by the manager, and provided the employee gives two (2) weeks' notice to the manager, unless such notice is not possible.

Section 7. Vacation earned during an employee's year of service must be taken before the end of his following anniversary year.

No employee will be allowed to take more vacation than their prior year's entitlement during any one (1) vacation year. Pay in lieu of vacation will not be allowed.

Vacation may not be taken in less than full day increments.

ARTICLE 8(A) – HEALTH AND WELFARE

[Article 8(A) will terminate in its entirety effective June 30, 2013]

Section 1. Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance.

The Company will provide a company-sponsored and administered Life Insurance benefit of \$15,000 and an Accidental Death and Dismemberment (AD&D) benefit of \$15,000 for each employee who works twenty-five (25) or more hours per week. New hires will be eligible for this benefit beginning the first of the month following the completion of ninety (90) days of employment.

Section 2. Accident and Sickness Benefit. For each employee who works twenty-five (25) or more hours per week, the Company will contribute \$13.75 per month to the Food and Beverage Workers' Union Local 32 and Employers Benefits Fund in order to provide a weekly Accident and Sickness Benefit of \$250.00 per week for a maximum of thirteen (13) weeks, payable on the first day of a non-occupational accident or the 8th day of illness. Company contributions for new hires will begin the first of the month following the completion of ninety (90) days of employment.

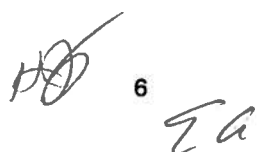
Section 3. "Penny Benefits". The Company will make contributions to the Food and Beverage Workers' Union Local 32 and Employers Benefits Fund for what is commonly referred to as "Penny Benefits" (dental insurance, optical insurance, education fund, and administration). Company contributions for new hires will begin the first of the month following the completion of ninety (90) days of employment.

The Company contributions for each employee for each hour actually worked will be as follows:

<u>Benefit</u>	<u>Effective 05/16/12</u>
Dental Fund	\$0.31/hour
Optical Fund	\$0.07/hour
Education Fund	\$0.07/hour
Administration	\$0.025/hour
Total	\$0.475/hour

Section 4. Food and Beverage Workers' Union Local 32 and Employer Benefits Fund plan administration. The Employer's only obligation is to make the required contributions to the Food & Beverage Workers Union Local 32 and Employers Benefits Fund. The level of coverage and the extent of coverage to be provided to employees will be solely determined by the trustees of the Fund.

In no case will the Employer's contribution rate to the Fund be increased above the rates listed above throughout the life of this Agreement, nor will it be obligated to make up any shortfall in reserves, nor will it be obligated to make any contributions to address any shortfall that may exist if the plan is terminated.



Section 5. Medical Insurance Benefits. The Company will provide medical insurance coverage through the Kaiser Signature HMO plan, Group Number 12380. The monthly premium rates have been established by negotiations between representatives of the Union and Kaiser.

In order to be eligible for medical insurance coverage, employees must meet the following criteria:

- (a) Are regularly scheduled to work twenty-five (25) or more hours per week;
- (b) Have been employed for ninety (90) calendar days as of the first day of any month;
- (c) Have elected and signed up for employee medical insurance coverage on a timely basis after having been provided with the enrollment information;
- (d) Are actively employed.
- (e) Have the required weekly deduction deducted from their paychecks.

The Employer and employee cost sharing for the Union Kaiser Signature HMO plan will be as follows:

Effective 05/15/12 thru 11/30/12

<u>Level of Coverage</u>	<u>Total Premium</u>	<u>Company pays per month</u>	<u>Employee pays per month per week</u>	
Employee only	\$ 473.31	\$ 422.44	\$ 50.87	\$11.74
Employee + 1	\$ 914.58	\$ 816.30	\$ 98.28	\$22.68
Family	\$1,343.21	\$1,198.91	\$144.30	\$33.30

Effective 12/01/12 thru 06/30/13

<u>Level of Coverage</u>	<u>Total Premium</u>	<u>Company pays per month</u>	<u>Employee pays per month per week</u>	
Employee only	\$ 478.38	\$ 427.51	\$ 50.87	\$11.74
Employee + 1	\$ 924.36	\$ 826.08	\$ 98.28	\$22.68
Family	\$1,357.58	\$1,213.28	\$144.30	\$33.30

Section 6. Any eligible employee who can substantiate other medical coverage and is currently enrolled in health care coverage may elect to "opt-out" and shall receive a seventy-five dollar (\$75.00) monthly payment for any month that the employee is on the "opt-out" program. The employee may only return to coverage if proved "life change" event occurs or during open enrollment periods.

ARTICLE 8(B) – INSURANCE

[Article 8(B) becomes effective on July 1, 2013]

Section 1. Trust Language: Effective July 1, 2013, the Employer agrees to contribute for each employee covered by this agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under UNITE HERE HEALTH Food Service Plan ("Plan"), or such new, merged or consolidated plans as may be adopted by the Trustees. Said contributions shall be submitted monthly, together with a report of the employee data required by the Fund, on the format prescribed by the Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

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

Section 2. General Provisions:

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as an employee who regularly works twenty-five (25) hours or more a week.

The Employer will begin making contributions to the Fund for eligible employees on the first of the month following the completion of ninety (90) days of employment.

Section 3. Monthly Employer Contributions:

(A) Medical/Dental/Vision

The Employer shall contribute the sums stated below for all eligible employees for the following coverage: Medical, Dental, and Vision:

<u>Effective Date</u>	<u>Single</u>	<u>Single Plus One</u>	<u>Family</u>
7/1/13	\$532.16	\$1,032.37	\$1,545.81
1/1/14	\$535.13	\$1,038.31	\$1,557.91
5/1/14	Increase in medical premium as determined by Fund		
1/1/15	Increase in dental/vision premium as determined by Fund		
5/1/15	Increase in medical premium as determined by Fund		
1/1/16	Increase in dental/vision premium as determined by Fund		
5/1/16	Increase in medical premium as determined by Fund.		

Effective 7/1/13 through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the Employer's participation pursuant to the Fund's Minimum Standards.

(B) Short Term Disability (STD)

The Employer will provide Short-Term Disability benefits through the Fund to all eligible employees, including those who decline Medical coverage.

STD for 26 weeks

<u>Effective Date</u>	<u>Rate</u>
7/1/13	\$16.50
1/1/14	\$16.50

(C) Life and AD&D for all eligible employees

The Employer will provide Life and AD&D benefits through the Fund to all eligible employees, including for those who decline Medical coverage.

<u>Effective Date</u>	<u>Rate</u>
7/1/13	\$1.98
1/1/14	\$1.98

Section 4. Employee Co-premium:

The Employer will deduct 9.5% said coverage monthly contributions from employees' paychecks on a weekly basis for single coverage and 9.5% of said coverage contributions for plus one and family coverage. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees who have paid their portion of the contribution.

Section 5. Election, Enrollment and Waiver:

The parties agree that employees cannot waive coverage in exchange for wages or some other type of benefit.

The parties agree that an employee may only change his or her enrollment election during the Open Enrollment period of each year of the Agreement or such other times as allowed by applicable federal law. An employee who enrolls in coverage will automatically be enrolled in the same level of coverage each subsequent enrollment period, unless he or she elects to change their level of coverage during Open Enrollment.

For any coverage level for which there is an employee co-premium, the Employer is required to remit contributions to the Fund for those employees who enroll in the Fund and agree to remit the required co-premium via payroll deduction. Eligible employees who wish to enroll in the Plan shall do so in accordance with the Fund's policies, including but not limited to, signing an Election Form or enrolling telephonically. The Employer is required to keep a copy of either the telephonic confirmation letter or signed election form, as applicable. Such form shall be retained with the employee's file and made available to the Fund upon request.

Section 6. Local 32 & Employers Benefits Fund

The company agrees to contribute as indicated below for each employee who works twenty (20) or more hours per week, for all hours actually worked (not to exceed forty (40) hours per week) in to the Local 32 & Employers' Benefit Fund:

	7/1/2013	6/1/2014	6/1/2015	
Education	\$0.07	\$0.07	\$0.07	

Prior to July 1, 2013, and excluding any changes listed above, the Employer will contribute to the Local 32 & Employers' Benefit Fund under the terms of Article 8(A), Section 3 of this Agreement. Effective July 1, 2013 all contributions to any Fund not called for in this Agreement will cease.

Notwithstanding any other provision of this Section and subject to appropriate Local 32 & Employers Benefits Fund Trustee approval, the Employer shall not be obligated to make the monthly contributions which would otherwise be required under Article 8(A), Section 3 of this Agreement for eligible employees in the months of March and April of 2013, excluding the Pension Fund. The Employer agrees to continue to submit the usual required monthly report of eligible employees to the Fund for those months during which contributions are not required. Coverage for eligible employees will continue uninterrupted, in accordance with Local 32 & Employers Benefits Fund Plan Rules and Regulation, as if such contributions were made.

Section 7. Mandatory Health Care Meetings

The Employer and the Union are jointly committed to maintaining quality and affordable health care for all bargaining unit members. To that end, the parties have agreed to the following proactive training program in order to ensure that covered individuals are made aware of the most effective way to utilize the benefits in an effort to maximize quality and control costs.

- a) The Employer will call a mandatory employee meeting within ninety (90) days of the signing of this agreement or signing a future CBA, or at a later time by mutual agreement with the Union;
- b) Each year thereafter, the Employer shall call a mandatory employee meeting within ninety (90) days of open enrollment, or at a later time by mutual agreement with the Union;
- c) Such meeting shall be no less than thirty (30) minutes, but may be added to the beginning or end of an existing mandatory employee meeting;
- d) Only those employees who are eligible to participate in the UNITE HERE HEALTH Food Service Plan will be required to attend;
- e) Employees attending such meeting will be paid at their normal hourly rate;
- f) The meeting will be run by staff from UNITE HERE HEALTH and/or the Union.
- g) The General Manager and/or local Human Resources Representative will attend this meeting in order to better be able to answer any questions they may receive from employees;
- h) The General Manager and/or local Human Resource Representative and Local Union Representative will coordinate to determine if the location needs to have one mandatory meeting or multiple meetings to accommodate differing days off and/or shifts.

ARTICLE 9 – PENSION

Section 1. The Employer's pension contributions to the Food and Beverage Workers Union, Local 25 and Employers' Benefits Fund will begin the first of the month following ninety (90) days of employment, and will be made on behalf of each employee who actually works twenty-five (25) or more hours in a work week.

Effective May 16, 2012 through December 31, 2014, and based on the foregoing criteria, the Company agrees to contribute forty-five cents (\$0.45) per employee hour actually worked to the Food and Beverage Workers Union, Local 25 and Employers Benefits Fund. Effective January 1, 2015, the Company will increase its contribution to fifty-five cents (\$0.55) per employee hour actually worked. Effective January 1, 2016, the Company will increase its contribution to sixty cents (\$0.60) per employee hour actually worked.

Section 2. The Company's contribution obligations described in this article will be the sole obligations of the Company with respect to the Pension Plan described in this Article. The trustees of the Pension Plan may make changes in plan provisions and in the level of benefits that employees receive. However, the Company's cost of providing this pension benefit will be no more than what is provided for in this Agreement.

ARTICLE 10 – SICK LEAVE

Section 1. Each contract year, each full time employee shall accrue one half (1/2) sick day for each month of service during the contract year to a maximum of six (6) days per contract year.

Section 2. Sick leave days are available starting the first (1st) day of any illness. Company may require employees to furnish a doctor's certificate if sick leave policy is abused.

Section 3. Sick pay shall be based on the employee's regular daily wage. Sick leave may not be carried over from one contract year to another.

Section 4. In addition, any approved time off in advance and sick leave will not count as occurrence against an employee.

Section 5. Upon completion of one (1) full contract year of service, all unused sick days and accrual will be paid out at the end of the contract year at one hundred percent (100%) of their value as an incentive not to use them.

Section 6. A doctor's certificate may be required for an absence due to illness of three (3) or more days.

Section 7. 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.

ARTICLE 11 – LEAVES OF ABSENCE

Section 1. Medical Leaves of Absence. 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, shall be granted a medical leave of absence without pay for the period that the employee is medically unable to perform the job, 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 lay-off procedure as provided for in Article 13 of this Agreement, provided, he/she has been released to return to work by his/her physician; and further provided that said employee shall notify the Company at least thirty (30) days prior to his contemplated return to duty. The Company shall continue to pay its share of the employee's health insurance premium for up to sixteen (16) weeks each year, or more if mandated by applicable law, during the leave period, so long as the employee continues to pay his/her share of the health insurance premium. A reputable physician must certify the employee's ability to return to work and resume performing the functions of their position.

Section 2. Personal Leaves of Absence. Employees with at least one (1) year of continued service with the Company shall receive, upon request, one (1) leave of absence without pay for up to sixty (60) calendar days per year, for compelling personal reasons provided that such leave will not adversely affect the operation of the unit. . An employee must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. Employees shall fill out leave forms specifying the date of return, and may not work or apply for unemployment compensation during such leave.

Employee's leave shall not be unreasonably withheld. The leave may be extended for thirty (30) calendar days by mutual agreement of the parties in writing in advance of the conclusion of the original leave and will not be unreasonably denied. The employee shall give a minimum of fourteen (14) calendar days' notice of such request. All leave requests shall be approved in the sole discretion of the Employer and must include a return to work date.

An employee returning from a personal leave of absence of sixty (60) days or less, 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 lay-off procedure as provided for in Article 13 of this Agreement.

Section 3. Family Leaves of Absence. An employee may take up to sixteen (16) work weeks per year of Family Leave, or more if mandated by applicable law, to care for a sick relative of the immediate family as defined by applicable law and/or for one (1) year after the birth or adoption of a child. Such employee shall be entitled to reinstatement without loss of seniority, to his/her former or equivalent job and classification, unless his right to reinstatement has been eliminated by the layoff procedure as provided for in Article 13 of this Agreement.

During said leave, the Company shall continue to pay its share of the employee's health insurance premium so long as the employee continues to pay his/her share of the health insurance premium.

The maximum number of weeks that the Company will be required to continue to pay its share of the employee's health insurance premium will be a total of sixteen (16) weeks cumulatively for medical and family leaves, in any rolling twelve (12) month calendar year, or more if mandated by applicable law.

Section 4. Union Leaves of Absence. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take an unpaid leave without benefits, subject to the Employer's legitimate business needs. The employee shall give the Employer a minimum of 14 calendar days' written notice of such request. Such leave shall not exceed six (6) months. No more than one employee from the bargaining unit may be awarded such leave at a time. The employee on Union leave will not normally be assigned to union business at the Employer's operation from which he/she took leave. The Employer shall continue to pay for the employee's 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.

Section 5. An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to applicable laws.

Section 6. Vacancies created by leaves described in Sections 1, 2, 3 and 4 of this Article shall not be subject to the Job Posting requirements and may be filled temporarily at the Employer's discretion.

Section 7. The Employer may, in accordance with the Job Posting requirements, fill vacancies created by personal leaves of more than sixty (60) days. Employees returning from personal leaves of more than sixty (60) days shall be entitled to fill an existing vacancy that is consistent with their seniority and qualifications.

Section 8. Vacations shall continue to accrue during any leave of absence described in Sections 1, 2, 3 and 4 of this Article for employees with one (1) or more years of service. Employees on personal leave of absence of more than sixty (60) days will not accrue vacation for the period of leave beyond sixty (60) days.

ARTICLE 12 – FUNERAL LEAVE

Section 1. 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 basic rate for the amount of time lost which is reasonable and necessary under these circumstances; but in non event shall absence with pay exceed three (3) consecutive days.

Section 2. For the purpose of this section, immediate family shall be defined to include only spouse, child, father, mother, brother, sister or legal guardian of the employee. In the event of the death of a grandparent, employees shall be allowed one (1) paid day of funeral leave. 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 13 – LAY-OFFS

In the event that the Company finds it necessary to lay-off employees due to insufficient work, such lay-offs within the particular classification shall be on the basis of seniority within the bargaining unit, i.e., the employee on duty in the classification in which reduction is being made having the shorter period of continuous service within the bargaining unit shall be laid off before any other employee having a longer period of continuous service within the bargaining unit and on duty in the classification in which the reduction is being made. However, such laid-off employees shall have the option of accepting a job in a lower classification provided they can do the job and their seniority permits. Employees with more than twenty four (24) months of continuous service will be given not less than five (5) calendar days notice of any layoff 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.

ARTICLE 14 – PROMOTIONS

In granting to employees promotions, increases in hours or work, including extra work and opportunities to train for higher classified jobs, the Company agrees to give preference to employees possessing the greater 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 or on a rotation basis.

The Company shall post all job openings in a conspicuous place for no less than five (5) working days. The provisions of this Article will apply to temporary vacancies.

ARTICLE 15 – UNION ACTIVITY

Section 1. 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.

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 reasonable attempts 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.

Section 2. The Company shall not discriminate against any employee because of their union activities.

Section 3. Union representatives will not disrupt the Company operation. Union representatives will limit themselves to brief conversations with employees while they are working, and will have no conversations with employees during peak periods unless there is a safety matter of immediate urgency.

Section 4. The Employer shall permit the Union reasonable use of bulletin boards for the purpose of posting official union business information.

Section 5. Employees shall be permitted to wear one union button no longer than one-and-one-half (1.5)-inch while performing their duties, provided the button is not defamatory, or disparaging toward the Employer or the Employer's client.

ARTICLE 16 – DISCHARGE AND SUSPENSION

Section 1. Employees shall not 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 here shall be construed as limiting the Company's right to suspend or discharge an employee for cause. All disciplinary notices expire after twelve (12) months.

Section 2. Should the Employer decide to initiate discipline, the penalty imposed for disciplinary purposes shall be the minimum necessary to correct the employee and maintain general discipline and morale in the workforce. However, the employee's work history, prior disciplinary actions and seniority shall be considered in determining the severity of the penalty.

The parties recognize the principles and need for a method by which progressive discipline shall be provided. The Employer will administer progressive discipline as follows:

- a) First written warning.
- b) Second written warning.
- c) A final warning and disciplinary suspension of up to five (5) scheduled work days.
- d) Suspension pending investigation and decision to discharge.

Section 3. Employees discharged, suspended, or otherwise disciplined without good and sufficient cause shall be compensated for time lost to the extent that he has suffered in earnings and employment during the time lost. Due regard shall be given to earnings and employment of the employee during the period of discharge or suspension disciplinary action. In case of disciplinary action other than discharge or suspension, such disciplinary action shall be canceled.

Section 4. Any grievance, which arises concerning suspension or discharge, shall be handled in accordance with the provision for Grievance Procedure and Arbitration, Article 22 of this Agreement, with the following exceptions that shall not be subjected to Arbitration:

- (a) Suspension or discharge made at the request of the Head of a Federal Agency or designated representative.
- (b) Suspension or discharge of probationary employees.

Section 5. The Company agrees to notify the Union at least twenty four (24) hours before discharging any Union steward except in instances of reporting to work intoxicated, proven dishonesty or for gross misconduct.

Section 6. Disciplinary action will be initiated within three (3) working days from the date the employee commits the violation of the policy or work rules or inappropriate behavior, or within three (3) working days of when the Company knew or should have known of the violation of the policy or work rules or inappropriate behavior.

Section 7. Where there is deficiency in an employee's work performance, the employer agrees to meet with the employee to discuss the matter offering ways to improve prior to any disciplinary action being taken.

Section 8. Should the employer decide to initiate disciplinary action, the penalty imposed for disciplinary purposes shall be at the sole discretion of management, however the employee's work history, prior disciplinary action, and seniority shall be considered in determining the severity of the penalty.

ARTICLE 17 – MEALS AND UNIFORMS

Section 1. The Company agrees that all employees shall receive one warm palatable 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 this Agreement. The menu will be changed daily to include a reasonable variety. Employees shall be allowed a thirty (30) minute unpaid meal period for lunch, and a fifteen (15) minute paid break for breakfast.

Section 2. 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.

Section 3. The Company and the Union recognize the importance of an employee's neat appearance to the operation of the Company's business. Therefore, the Company agrees to supply three (3) uniforms in good condition to each employee, and to replace worn uniforms promptly for the term of this Agreement.

Section 4. The Company agrees that employees may wear a plain, dark color, clean sweater over their uniforms if it is cool.

ARTICLE 18 – UNION MEMBERSHIP AND DEDUCTION OF UNION DUES

Section 1. Union Membership. 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.

Section 2. Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in UNITE HERE.

Section 3. In the event that that Section 1 of this Article 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 Sodexo at Howard University are covered under a collective bargaining agreement between Sodexo and UNITE HERE. Sodexo 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”

Section 4. 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.

Section 5. Deduction of Union Dues. 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 (1) month’s dues from any single paycheck, or more than two (2) months dues in any single month.

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 a reason why. The list will 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 the information and dues shall be compiled and transmitted electronically through the Union's FTP site.

Section 6. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in compliance with any of the provisions of this Article.

Section 7. Voluntary Political Deduction. The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified, at a flat dollar amount, for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the twenty-fifth (25th) 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 19 – SELECTION OF EMPLOYEES

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

ARTICLE 20 – NO STRIKE, WORK STOPPAGE, OR LOCKOUT

Section 1. The Union agrees that during the effective period of the Agreement, no strike nor stoppage of work shall be called or carried on by it. In the event any strike or stoppage of work shall be called or carried on by the Union, it may, at the option of the Company, be considered to be in default under this Agreement, and shall forfeit any and all right it possesses by virtue of this Agreement.

Section 2. The Company agrees that there shall be no "lockouts" of its employees during the term of this Agreement.

ARTICLE 21 – GRIEVANCE PROCEDURE

Section 1. Should differences arise between the Company and the Union or its members employed by the Company as to meaning or application of the provisions of this Agreement, there shall be an earnest effort made on the part of both, the representatives of the Management and representatives of the Union, to settle the dispute.

Section 2. Disputes shall be settled in the following manner:

Step 1: The alleged grievance must be submitted by the Union and/or employee, in writing, to the General Manager, within ten (10) calendar days from when the employee or Union knew or should have known of the alleged grievance. The grievance will state the specific facts known to the Union and/or the employee at the time, giving rise to the grievance, including a statement as to dates and individuals involved, and the specific Article and Sections alleged to have been violated.

After receiving the written grievance, the General Manager, representatives of the Union, the Union shop steward and the employee or employees involved, will meet to discuss the grievance within five (5) calendar days of receipt of the written grievance. Thereafter, the General Manager will give a written response to the grievance to the union representative within five (5) calendar days after the meeting.

Step 2: If the grievance is not satisfactorily settled in Step 1, then it shall be submitted, in writing, by the Union to the District Manager within ten (10) calendar days of the Company's written response in Step 1. The District Manager, a representative of the Union, the union shop steward, and the employee or employees involved will meet to discuss the grievance within fifteen (15) calendar days following the date when the Company receives notification from the Union that it wishes to proceed to Step 2. By mutual agreement between the Employer and Union representatives, the Step 2 meeting may be conducted telephonically. The District Manager will give a written response to the grievance within seven (7) calendar days after the meeting.

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. This process will be conducted under FMCS jurisdiction and guidelines.

Section 3. 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 fifteen (15) 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.

Section 4. The Arbitrator shall be selected by mutual consent of the Union and the Employer. If the parties are unable to agree upon an Arbitrator, then either party may request a panel of seven (7) Arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike names from the list until one (1) name remains. The remaining person shall be the Arbitrator.

Section 5. The decision of the Arbitrator shall be final and binding on the Union, Employer, and the employee or employees involved. The Arbitrator shall not be empowered to rule contrary to, amend, or to add to, or eliminate any of the provisions of this Agreement. The Employer and the Union shall jointly and equally share all expenses of the Arbitrator.

Section 6. The Employer and the Union agree that the grievance procedure set forth in this Article shall be the sole and exclusive method of settling all claims, grievances and

controversies arising out of the terms of this Agreement. The Employer and the Union agree to follow each of the foregoing steps of the grievance procedure in the processing of a grievance, including the time limits for advancing the grievance and responding to the grievance.

Section 7. The time limit set out in this Article may be extended by the mutual agreement of the Company and the Union, and the agreement to extend must be in writing and signed by both parties. Should either party fail to respond within the time limits provided for herein, then the grievance will automatically be advanced to the next step in the grievance procedure.

ARTICLE 22 – JURY DUTY

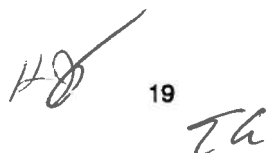
The Company agrees that employees who are called upon for jury duty and who, by virtue of such duty, lose time from work, shall receive for each day of actual jury duty the difference between the employee's regular pay and the daily jury fee received.

ARTICLE 23 – IMMIGRATION RIGHTS

Section 1. The Employer agrees to work with all legal immigrants to provide the opportunity to gain extensions, continuations or other status required by the Immigration and Naturalization Service 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 for a period of up to sixty (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.

Section 2.

- a) 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.
- b) 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 forty-eight (48) hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.
- c) 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.

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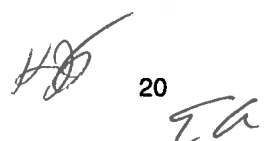
2. The Employer agrees that it will not require employees listed on the notice to complete new I-9 form, or provide new or additional proof of work authorization or immigration status, solely as a result of the receipt of a no-match letter, and
3. The Employer agrees not to contact the SSA or any other governmental agency, solely as a result of receiving a no-match from the SSA.

d) **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 one hundred twenty (120) 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. If such employee corrects the problem within one (1) year, the employee will receive preference for reemployment. 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 twelve (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.

e) **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 or if a search and/or arrest warrant, administrative warrant, subpoena, or other request for documents is presented in order that the Union can take steps to protect 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.

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

f) 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.

Section 3. In the event that the Employer is served with a validly executed INS Search or Arrest warrant, the Employer shall, to the extent legally possible, arrange for a questioning of employees to occur in as private a setting as possible in the workplace.

Section 4. 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.

Section 5. 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.

ARTICLE 24 – MANAGEMENT OF THE BUSINESS

Except as otherwise in this Agreement expressly provided, nothing in this Agreement contained shall be deemed to limit the Company in any way in the- exercise of the regular and 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. The Company shall provide each employee a copy of Company's employee handbook and any other written rules shall be posted with copy to shop steward.

ARTICLE 25 – NON-DISCRIMINATION

Section 1. 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 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.

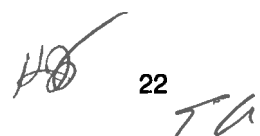
The Employer and the Union agree that each bargaining unit member is also obligated not to discriminate, harass, or retaliate based on any of the protected characteristics described above against any other employee or anyone with whom the employee has contact on the Employer's and/or client's premises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

Section 2. 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.

Section 3. 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, 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.

Section 4. 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:

- a. 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.
- b. 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.
- c. 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.
- d. If the primary language for more than twenty-five (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.

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ARTICLE 26 – INCLEMENT WEATHER

In the event the Federal Government declares a “delayed arrival” policy due to inclement weather, employees on the A.M. Shift shall be given a grace period for late arrival, equal to the delay time period. Employees shall be paid full regular wages for this time period provided they are at work within the stated delay.

Any unusual circumstances or hardships will be resolved expeditiously on an individual basis.

ARTICLE 27 – SENIORITY

Section 1. Employee seniority shall be defined as the length of service since date of hire. Seniority shall prevail at all times in matters concerning promotion, layoff, transfer, rehiring, and vacations, provided that other factors such as ability, experience, knowledge are equal. In providing these factors, the burden of proof shall be on the Company.

Section 2. Employees shall lose their seniority if:

- (a) they quit;
- (b) they are discharged for cause;
- (c) they are absent three (3) consecutive working days without notification to the Company unless failure to notify was proven to be beyond the control of the employee;
- (d) they do not return to work within five (5) working days after the receipt of notice by certified or registered mail of recall from layoff to the address on file;
- (e) they are absent from work due to illness or injury for one (1) year or eighteen (18) months when injury or illness is work related.

ARTICLE 28 – GENERAL PROVISIONS

Section 1. The Company shall provide the Union with an up-to-date seniority list once every three (3) months. This list will contain the following information for each employee: name and last known address; classification; date of hire, date of birth; status (full-time, part-time, etc); and hourly rate of pay. This report will be on an Excel spreadsheet and will be sent via e-mail as an attachment that is “read only”, or will be provided on a CD ROM.

Section 2. There shall be no individual agreements between the Company and the employees.

Section 3. It is understood and agreed that no employee shall lose time because of the Company’s inability to furnish the proper uniform for its employees.

Section 4. The Company shall provide sanitary toilets and well-ventilated dressing rooms with individual lockers.

Section 5. No employee shall suffer a reduction in salary, adverse change in working conditions, or the loss of any benefit now enjoyed by him or her as the result of this labor agreement.

Section 6. There shall be no fine or other penalties levied against any employee for any cause whatsoever.

Section 7. Where the Company provides scheduled new hire orientation to a group of employees, either a shop steward or a Union representative will be given 15 minutes on the new hire orientation agenda for union orientation. The purpose of this union orientation will be to provide the new employee with information about the Union, this collective bargaining agreement, and the benefit programs under the Agreement. In advance of the orientation meeting, the Employer will provide the Union with a list of all new employees who will be involved in the new hire orientation, including the employee's name and job classification. Neither the Employer nor the Union will make any negative references towards each other.

ARTICLE 29 – SAFETY

Section 1. The Employer is responsible for maintaining a safe working environment and shall supply all safety devices and equipment required by law.

Section 2. A Joint Safety and Health Committee ("Committee") will be established. The committee will be composed of three members of the bargaining unit selected by the Union and up to three members of management selected by the Employer. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Employer will coordinate the meetings of the Committee. This Committee will meet at least once 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.

Section 3. Protective Equipment. The Employer shall make available appropriate personal protective equipment at no cost to the employee, and employees will utilize the protective equipment provided.

ARTICLE 30 – LABOR-MANAGEMENT COMMITTEE/SUSTAINABILITY

The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than three (3) individuals from each party. 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, which may include the impact on employees of the Employer's initiatives and commitments regarding sustainable and healthy food, all with the aim of promoting better understanding between the parties. Meetings will be held no less than once every two (2) months. A written agenda shall be established for each meeting, and minutes of the meeting will be taken. Such meetings shall not be construed as opening the Agreement for negotiations, or as adding to or diminishing the rights of the Employer, the Union or the employees, nor shall any discussion 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. Time spent in Labor-Management Committee meetings will be considered "time worked" for purposes of eligibility for overtime.

ARTICLE 31 – SEPARABILITY

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees or to the Company is held to be contrary to law, then such provision or application shall not be deemed valid and substituting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. The parties will meet to negotiate a replacement section if declared not legal.

ARTICLE 32 – UNION STEWARDS

Section 1. The number of Union Stewards shall be two (2). The Union shall advise the Employer in writing of the names of Union Stewards and Chief Steward. Only one (1) Union Steward on paid time and no more than one (1) Union Steward on unpaid time shall participate in each grievance procedure, unless the steward is a Grievant, in which case they shall also be entitled to representation. Any other meeting in which Stewards are requested to attend such as disciplinary meetings or investigatory meetings shall be conducted on paid time. 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.

Section 2. If the overall number of bargaining unit employees—either in the total unit, on a specific shift, or in a specific work area—changes significantly, the Parties will meet to discuss the number of Stewards.

Section 3. 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.

Section 4. 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.

Section 5. 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 two (2) days in any month or four (4) 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 five (5) working days. Stewards may use available paid time off to attend.

Section 6. The Union may appoint one (1) of the stewards as a "Chief" steward.

Section 7. 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.

Section 8. In the case of a discharge of a steward, the Employer will notify the Union by fax or e-mail so that a Union representative may be present at the meeting at which the Employer notifies the steward of his/her discharge. However, if a Union representative cannot be present within five (5) calendar days of when the Employer contacts the Union, then the Employer will proceed with the discharge meeting with the Leadership Committee member.

Grievances over the discharge of a steward will be filed by the Union, in writing, at Step 2 of the grievance procedure. Company and Union representatives will meet for the Step 2 grievance meeting within ten (10) calendar days of when the Employer receives the Step 2 grievance from the Union. Time limits will be in accordance with time limits in the Grievance-Arbitration article of this Agreement.

ARTICLE 33 – RESPECT AND DIGNITY


The Union and the Employer recognize that workers in the food service industry are professional employees deserving of the highest regard. The parties agree that the continued success and operation of the Employer's establishment is dependent upon the mutual respect of one another's work. The Union, the Employer, the nonunion and union employees will work together to honor the principles of respect and dignity. Verbal abuse, threats, or harassment, including sexual harassment, by employees, managers or supervisors towards each other or customers will not be tolerated. Discipline will be handled in a professional manner.

ARTICLE 34 – DURATION OF AGREEMENT

This Agreement shall be effective as of May 16, 2012 and shall be in force and effect through midnight, May 15, 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 May 15, 2016, or sixty (60) days prior to any annual period following the above latter date ending May 15, 2016. If the parties have not agreed between themselves by May 16, 2016, they agree to then invoke the services of the Federal Mediation and Conciliation Service.

SIGNED ON BEHALF OF:

**Sodexo Government Services at
F.B.I. Headquarters
9th and Pennsylvania Avenue, NW
601 "G" Street, NW
Washington, DC**




Harold J. Taegel
Senior Director, Labor Relations

Art Wintermyer, District Manager

Date: 5/31/13

SIGNED ON BEHALF OF:

UNITE HERE Local 23, AFL-CIO



Emilio Abate,
President, DC Chapter, Local 23



Chuck Hendricks, Lead Organizer

Date: 5-31-13

APPENDIX "A" – CLASSIFICATIONS AND WAGES

Section 1. Classifications and hourly wage rates are as follows:

<u>Classification</u>	<u>Effective 05/16/12</u>	<u>Effective 11/16/12</u>	<u>Effective 05/16/13</u>	<u>Effective 05/16/14</u>	<u>Effective 05/16/15</u>
Cook	\$13.44	\$13.54	\$13.84	\$14.14	\$14.44
Grill Cook	\$13.09	\$13.19	\$13.49	\$13.79	\$14.09
Storeroom Employee	\$12.85	\$12.95	\$13.25	\$13.55	\$13.85
FSW/Cashier	\$12.65	\$12.75	\$13.05	\$13.35	\$13.65
Food Service Worker	\$12.65	\$12.75	\$13.05	\$13.35	\$13.65
Utility	\$12.60	\$12.70	\$13.00	\$13.30	\$13.60

Section 2. Employees above the contract rate of pay for their classification.

Employees who are above the rate of pay for their classification will receive general wage increases as follows:

Effective May 16, 2012	\$0.20 per hour
Effective November 16, 2012	\$0.10 per hour
Effective May 16, 2013	\$0.30 per hour
Effective May 16, 2014	\$0.30 per hour
Effective May 16, 2015	\$0.30 per hour

Section 3. Wage Progression for New Hires. New hire hourly rates of pay will be in accordance with the following progression:

Starting Rate	90% of the above rate for their classification
After 18 months of employment	95% of the above rate for their classification
After 24 months of employment	100% of the above rate for their classification

Section 4. General. Nothing in this Agreement shall prohibit management from paying higher rates of pay than established by the above schedule.

Regular Cafeteria employees shall be used on a voluntary basis to perform catering work and paid at fifteen dollars (\$15.00) per hour. Catering work is defined as delivery and room set up for a catered event. In the event that there are no volunteers, the Company shall use on-call employees.

Waiters used for serving catering events shall be paid seventeen dollars (\$17.00) per hour.

Employees substituting on the coffee cart will receive an additional thirty cents (\$0.30) per hour on top of their normal rate of pay for all hours worked in that capacity.

HB

EA

SIDE LETTER OF AGREEMENT

Sodexo Government Services at the Federal Bureau of Investigation, 9th and Pennsylvania Avenue, N.W., and 601 "G" Street, N.W., Washington, DC (hereinafter referred to as "the Company" or "the Employer") and UNITE HERE Local 23, AFL-CIO (hereinafter referred to as "the Union"), are parties to a collective bargaining agreement that is effective from May 16, 2012 through May 15, 2016.

As a result of negotiations that resulted in the aforementioned collective bargaining agreement, the parties agreed to the following:

Discontinuation of medical insurance "Opt-out" payment.

Employees who as of March 7, 2013 were receiving an "opt out" monthly payment of \$75.00 per month will receive the last monthly payment in March, 2013. Said employees will receive a one-time lump sum payment of Nine Hundred Dollars (\$900.00), less standard legal deductions, as consideration for the discontinuation of the monthly "opt out" payments, by no later than July 1, 2013, so long as they are still employed as of that date.

The following employees were receiving "opt out" monthly payments, and will therefore receive a one-time lump sum payment of Nine Hundred Dollars (\$900.00), less standard legal deductions, so long as they still employed as of July 1, 2013:

Rocky Brown
Alem Demsee

Efrain Gomez
DeMille Morris

Crystal Parker
Ashely Summers

Mai Van

SIGNED ON BEHALF OF:

**Sodexo Government Services at
F.B.I. Headquarters
9th and Pennsylvania Avenue, NW
601 "G" Street, NW
Washington, DC**



Harold J. Taegel

Senior Director, Labor Relations

Art Wintermyer, District Manager

Date: 5/31/13


SIGNED ON BEHALF OF:

UNITE HERE Local 23, AFL-CIO



Emilio Abate

President, DC Chapter, Local 23



Chuck Hendricks, Lead Organizer

Date: 5-31-13

LETTER OF UNDERSTANDING

Sodexo Government Services at the Federal Bureau of Investigation, 9th and Pennsylvania Avenue, N.W., and 601 "G" Street, N.W., Washington, DC, ("the Employer" or "the Company"), and UNITE HERE Local 23, AFL-CIO ("the "Union") are parties to a collective bargaining agreement that is effective from May 16, 2012 through May 15, 2016.

As a result of the negotiations between the Employer and the Union that resulted in the aforementioned collective bargaining agreement, the parties have reached the following understandings:

Article 10 (Sick Leave), Section 4 of the collective bargaining agreement reads as follows:

"In addition, any approved time off in advance and sick leave will not count as occurrence against an employee."

Based on this language, the Employer and the Union understand and agree that if an employee calls in to report off work on a day that he/she has been scheduled to work, and he/she has exhausted paid sick leave, then said absence on that day will be counted as an "occurrence of absence" against the employee, whether or not the employee receives some other paid time off for that day. That is, calling off work on the day an employee is scheduled to work, shall not be construed as approved time off in advance.


Days absent where an employee receives paid sick leave will not count as an occurrence of absence. Days absent where no paid sick leave is available to be used, and where an employee has not received approval for the time off in advance, will be counted as an occurrence of absence.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

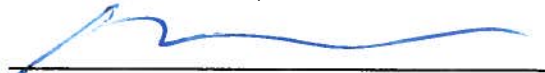
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