

AGREEMENT

BETWEEN

ARAMARK CORPORATION, through its division,

BUSINESS SERVICES

AND

UNITE HERE, LOCAL 23

F.D.I.C. Unit #3291

Contents

AGREEMENT.....	3
ARTICLE 1 - SCOPE OF THE AGREEMENT	3
ARTICLE 2 - DURATION OF THE AGREEMENT	3
ARTICLE 3 - DEFINITION OF EMPLOYEE	3
ARTICLE 4 — WAGES	3
ARTICLE 5 — CLASSIFICATION	3
ARTICLE 6 - PROBATIONARY PERIOD	5
ARTICLE 7 - SHIFT PREMIUMS	5
ARTICLE 8 - FULL-TIME EMPLOYEES, PART-TIME EMPLOYEES AND PART-TIME DIFFERENTIALS	5
ARTICLE 9 - HOURS OF WORK AND OVERTIME PAY	5
ARTICLE 10 - HOLIDAYS AND HOLIDAY PAY	6
ARTICLE 11 - VACATION AND VACATION PAY	6
ARTICLE 12 - HEALTH AND WELFARE PLAN	7
ARTICLE 13 - MATERNITY AND FAMILY LEAVE	10
ARTICLE 14-FUNERAL LEAVE.....	10
ARTICLE 15 - LAY-OFFS	10
ARTICLE 16 - UNION ACTIVITY	11
ARTICLE 17 - DISCHARGE AND SUSPENSION	11
ARTICLE 18 — MEALS.....	11
ARTICLE 19 - UNION SECURITY.....	12
ARTICLE 20 - CHECK-OFF.....	12
ARTICLE 21 - NO STRIKE OR WORK STOPPAGE	13
ARTICLE 22 - GRIEVANCE PROCEDURE	13
ARTICLE 23 — JURY DUTY	15
ARTICLE 24 — ABSENCE DUE TO ILLNESS AND SNOW	15
ARTICLE 25 — UNION REPRESENTATIVES	16
ARTICLE 26 - MANAGEMENT OF THE BUSINESS	17
ARTICLE 27 - NON-DISCRIMINATION.....	17
ARTICLE 28 – LABOR MANAGEMENT COMMITTEE	18
SCHEDULE "A" WAGE RATES.....	20
EXHIBIT "A" HOLIDAYS.....	21
SCHEDULE "B" LOCAL BENEFITS.....	22

AGREEMENT

This Agreement made and entered into this 1st day of December 1, 20012, by and between the ARAMARK CORPORATION, through its division, BUSINESS SERVICES, hereinafter called the "Company", and the UNITE HERE, Local 23, hereinafter called the "Union", and made in consideration of the mutual agreements and promises of the parties, witnesses.

ARTICLE 1 – SCOPE OF THE AGREEMENT

For the duration of this Agreement, the Union shall be the sole collective bargaining agency for all employees set forth in the classifications hereinafter mentioned employed at the Federal Deposit Insurance Corporation Building.

ARTICLE 2 – DURATION OF THE AGREEMENT

This Agreement shall be effective as of December 1, 2012, and shall be in full force and effect until midnight, November 30, 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 November 30, 2016, or sixty (60) days prior to any annual period following the above latter date ending November 30th.

ARTICLE 3 – 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 as in ARTICLE 1.

ARTICLE 4 – WAGES

A. The minimum wage rates for all employees are set forth in SCHEDULE A of this Agreement. Said minimum wage rates shall not prohibit the Company from paying higher rates to particular employees who are superior workers.

B. Pay discrepancies that amount to one (1) 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.

ARTICLE 5 – CLASSIFICATION

A. There is attached to this Agreement as SCHEDULE A, a list of the various classifications and the respective minimum 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. Should the need for additional classifications arise, the Company will notify the Union and negotiate these classifications. In negotiating the minimum wage rate for any new classification, the parties shall take into account the existing pay rates for

comparable work.

B. In the event that an employee has been improperly classified, the Company agrees to pay the new rates as of the date that the employee started to work in the new classification, but not to exceed ninety (90) days preceding written notice to the Company by the Union.

C. If an employee 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 or service to which the majority of said employee's time is devoted, provided however, that the Company shall not divide hours or work for a classified job among two (2) or more employees which would result in the elimination of a higher classification, 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 assisting the employee such helper is assigned to assist. All substitutions on a higher classified job shall be paid for at the rate of the higher classified job provided that such substitution shall not be divided among two (2) or more employees.

D. Except as hereinafter provided, an employee under training for a higher classification than that in which he is regularly employed, shall serve a ten (10) working day maximum training period during which time he shall be paid at his current rate. At the end of the training period the employee shall either be promoted to the higher classification or returned to his previous classification if he is not fully capable of performing the duties and carrying the schedule of the higher classification. Upon promotion, the employee shall be paid no less than the minimum wage rate set forth in this Agreement for the higher classification.

E. 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.

F. No supervisors shall perform the work of per diem employees except in cases of emergencies.

G. In granting to 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 seniority who are qualified and for the purpose of promotion of employees to non-supervisory positions, the following factors shall be considered:

1. House Seniority

H. In granting to employees shift assignments, overtime, increases in hours and extra work, the Company agrees to give first refusal to employees possessing greater seniority with this Company, in the affected classification, provided they possess the required qualifications. This clause is not intended to create overtime situations where there are employees working less than forty (40) hours.

In units where work is regularly scheduled on Saturday, Sunday, or evenings, employees will perform such work on a voluntary basis or on a rotation basis. However, if no employee agrees to work on a voluntary basis or on a rotation basis, the junior person in classification will be required to perform the duties.

ARTICLE 6 – PROBATIONARY PERIOD

The Company shall select its own employees, however, the Company shall give the Union an opportunity to supply new and additional employees.

A. It is hereby agreed that all newly hired employees in any classification shall serve a thirty (30) day probationary period commencing on the first (1st) day of employment. The Company may, at its discretion, extend an employee's probationary period an additional thirty (30) days provided that written notice is given to the Union.

B. Commencing with the effective date of this Agreement, all probationary employees in any classification, shall be paid fifty cents (\$0.50) per hour less than the basic rate for their classification. Once an employee has completed his probation he shall be paid at least the minimum rate of his classification as established by ARTICLE 4 of this Agreement.

ARTICLE 7 – SHIFT PREMIUMS

In addition to the rates of pay established by ARTICLE 4 of this Agreement, it is agreed that shift premiums will be paid for certain types of work as follows:

A. An employee who is assigned to Sunday duty shall be paid an additional forty cents (\$0.40) per hour over and above the normal rate of pay for hours worked on Sunday.

ARTICLE 8 – 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 five (5) or more hours per day. "Part-time employee" shall mean all employees who normally work less than five (5) hours per day.

B. Employees hired after September 1, 1991, must be a full-time employee as described in Section A, in order to be eligible for life and medical insurance.

ARTICLE 9 – HOURS OF WORK AND OVERTIME PAY

A. The workweek of employees covered by this Agreement shall consist of forty (40) hours in any five (5) consecutive days of no more than eight (8) hours per day. All work performed in excess of eight (8) hours in any one (1) day or forty (40) hours in one (1) week shall be considered overtime work. Overtime work shall be compensated at the rate of one and one-half (1½) the base 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. This Section shall not be construed as a guarantee of hours of work per day or per week.

B. No employee shall receive a reduction in hours per week, nor shall there be any reduction in the net bi-weekly wages now paid to any employee as a result of the establishment of the

minimum rates of pay in this Agreement. 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 15 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 an employee, the Company shall have the right to do so provided it is by seniority within the classification at the job site where the reduction is taking place.

C. No employee in any job classification will be asked to work in a lower classification except in a case of emergency, and where possible, such replacement shall be on the basis of seniority.

ARTICLE 10 – HOLIDAYS AND HOLIDAY PAY

All holidays currently observed by the Client in the respective building where the employees work shall be holidays with pay for the employees covered by this Agreement. (See EXHIBIT A). The Company further agrees to grant no more than two (2) additional holidays in each year, if in fact such holidays are declared as holidays by the Client in the respective buildings. Holiday pay shall be equal to the employee's regular straight-time pay.

A. In order to receive holiday pay, an employee not scheduled to work on the holiday must be on duty his scheduled day before and after the holiday, unless he is on approved leave or an excused absence. No employee shall lose holiday pay because of tardiness on the day before or after such holiday provided such tardiness does not exceed two (2) hours.

B. An employee who is called upon or assigned to work on a holiday shall, in addition to being on duty or approved leave or excused 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.

C. Employees on duty on said holidays, who fail to qualify for full holiday pay shall be paid double time (2x) for the time actually put in on duty on such holidays.

D. New employees must be on duty for a period of thirty (30) days prior to the holiday to qualify for holiday pay.

E. Employees working in a higher paid classification will be paid at the higher rate for holiday pay provided they work in that position the day before and the day after a holiday.

ARTICLE 11 – VACATION AND VACATION PAY

The Company agrees to give to its employees, on days approved by the Company, vacation with pay under the following terms and conditions:

A. Regular full-time and part-time employees upon hire will begin to earn vacation leave at the following rate: one (1) week for the first year of employment; two (2) weeks a year for the second through seventh years of employment; and, three (3) weeks a year in the eighth through fourteenth years of employment. Four (4) weeks in the fifteenth and subsequent years of employment. Employees may use vacation leave once they have completed six (6) months of

employment with the Company.

B. Vacation shall be cumulative and the Company may, within its discretion, grant unearned vacation in advance, but in all cases 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 continuous employment with the Company may be given their vacation pay prior to taking vacation; all other employees shall be given vacation pay prior to taking vacation only to the extent of vacation actually accrued through the end of the last full pay period 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's going on vacation. Employees must notify the Company at least one (1) full pay period prior to such date if they desire such pay prior to their going on vacation leave. Employees shall be entitled to vacation pay only if they take vacation leave.

C. Vacation accrued and that is authorized "in advance" will be taken on dates as approved by the Unit Manager; 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 shall be given preference.

D. Earned vacation must be used during the vacation year (June 1 through May 31). Accrued vacation may not be carried over into the next fiscal year; however, in cases where it is impossible for the Company to provide an opportunity for an employee to take leave, then in that event, such employee shall be compensated for unused leave at the end of the Fiscal Year.

E. Any employee entitled to compensation for vacation at the time of termination of employment, shall at such termination be paid such compensation. However, such employee 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.

F. Paid vacation days may be used by the employees for any purposes that they so choose, provided that advance notice is given to the Company. The advance notice provision shall not apply if it is an absence that is due to circumstance beyond the employee's control.

ARTICLE 12 - HEALTH AND WELFARE PLAN

A. Trust Language:

Effective March 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.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust

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

B. General Provisions:

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as an employee who had been employed by the Employer prior to September 1, 1991 or an employee who has been employed by the Employer after September 1, 1991 and works a minimum of 25 hours per week.

The following classes of employees shall be covered by this Agreement and shall be eligible for contributions to the Fund:

- Head Cook
- Cook
- Grill Cook
- Cashier
- Food Service Worker
- Storeroom
- Utility

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.

C. Employer Contributions:

The Employer shall contribute the sums stated below for all eligible employees for the following coverage: Medical, Dental, Vision, Life and ADD, and Short-term Disability.

Effective Date	Single	Single Plus One	Family
3/1/13	\$576.78	\$1,101.37	\$1,638.51
12/1/13	\$680.58	\$1,302.15	\$1,936.75

The contribution rates effective 12/1/13 set forth above are maximum contribution rates. In the event the Fund determines that the maximum contribution rates are not needed to maintain the current Plan of benefits, or any benefit improvements approved by the Trustees, the contribution rate will be lowered to the amount the Fund deems necessary.

Effective 12/1/14 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.

D. Employee Co-premium:

The Employer will deduct following percentages of said coverage contributions from employees' paychecks on a monthly basis.

- Single Coverage – 10%
- Plus One Coverage – 15%
- Family Coverage – 15%

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.

E. 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.

F. Local 25 Benefit Funds Benefit plans under Local 25 are described in Schedule "B" Attached hereto.

G. Coverage for; Life, ADD, A&S, Health Insurance, Dental, Optical and Administration Fund, from November 30, 2012 through February 28th, 2013 the employer shall continue coverage for employees under the terms of the prior collective bargaining agreement and Schedule "B":

- Single – \$59.25 per month
- Plus One -- \$185.94 per month
- Family -- \$233.24 per month

ARTICLE 13 - MATERNITY AND FAMILY LEAVE

Maternity and Family leave will be treated in accordance with Federal statutes and regulations.

Employees with at least one (1) year of continuous service with the Company shall receive, upon request, a one (1) year unpaid leave of absence for Union service provided that the Union notify the Company at least thirty (30) days prior to the commencement of such leave. Such employee shall be entitled to reinstatement, 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 in ARTICLE 15 of this Agreement.

Employees with at least two (2) years of continuous service with the Company shall receive, upon request, one (1) leave of absence without pay, for up to thirty (30) days per year, for compelling reasons or for Union training or business provided that such leave will not adversely affect the operations 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. The employee's leave shall not be unreasonably withheld.

The Company agrees to comply with the FMLA, the ADA, or it's District of Columbia equivalent.

Medical leaves of absence, without loss of seniority (of up to twelve (12) months) shall be granted by the Employer upon a reasonable showing by the employee of medical necessity.

ARTICLE 14-FUNERAL LEAVE

A. In the event of death in the immediate family of an employee, the employee shall be allowed pay at his base rate for the amount of time 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 spouse, domestic partner, child or children, father, mother, brother, sister, or grandparent of the employee. 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 15 - 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 in the job site where the lay-off is taking place shall be on the basis of seniority with the Company. An employee on duty in the classification in which the reduction is made having the shorter period of continuous service with this Company shall be laid off before any other employee having a longer period of continuous service with the Company on duty in the classification in which reductions are being made. However, such laid off employee shall have the option of accepting a job in a lower classification

or an equal classification. Employees shall be given at least ten (10) working days' notice of any lay-off 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 Client regarding the closing of the cafeteria or removal of personnel from a building that would result in a sudden decline in business. The Company agrees to give preference to laid off employees in recall on the basis of their seniority with the Company. The Company agrees to place laid off employees in positions in other units when positions become available.

ARTICLE 16 - UNION ACTIVITY

The Union agrees to comply with government building regulations governing the posting of Union notices, and the distribution of other Union literature upon the Company's premises. No Union meetings involving employees including Shop Stewards shall be permitted during working hours without the approval of management.

ARTICLE 17 - 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.

B. Any grievance, which arises concerning suspension or discharges, shall be handled in accordance with the provisions for grievance procedure and arbitration, ARTICLES 22 and 23 of this Agreement with the following exceptions, which shall not be subject to arbitration:

1. Suspension or discharge made at the request of the Client or his designee.
2. Suspension or discharge of probationary employees.

ARTICLE 18 — MEALS

A. The Company agrees that all employees shall receive one (1) 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 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.

ARTICLE 19 - 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 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. 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 paid fifteen (15)-minute orientation provided by the Union at the end of each new hire orientation session.

ARTICLE 20 - CHECK-OFF

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 an electronic computer readable list of employees with their social security numbers, addresses, phone 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 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. Once an agreement is reached a sideletter to such effect shall be attached to this agreement.

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.

D. 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 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 company shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

ARTICLE 21 - NO STRIKE OR WORK STOPPAGE

A. 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, and 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 rights it possesses by virtue of this Agreement.

B. It is agreed that a strike, work stoppage, interruption of work or picketing of the Company's premises can only be authorized by the vote of the membership of the Union. In the event of any unauthorized strike, work stoppage, interruption of work or picketing of the Company's premises on the part of any employee, or group of employees during the life of this Agreement, there shall be no liability on the part of the Union or any of its officers, agents or members not participating. The sole recourse and exclusive remedy for the Company in such event shall be to take action against the persons who participated in such unauthorized action.

ARTICLE 22 - GRIEVANCE PROCEDURE

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

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 Food Service Director within ten (10) calendar days of its occurrence or of the date when the employee should have 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 Food Service Director 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 General 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 General 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 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 General 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 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.

The Arbitrator shall be required to be a member of the American Academy of Arbitrators.

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.

The arbitrators shall render a decision within a period of ten (10) days after reference of any matter to it.

Section 4. 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.

Section 5. Grievances concerning disciplinary suspensions or discharges may be submitted at the step 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.

Section 6. The Employer shall pay employees 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.

Section 7. 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 will automatically be carried to the next step.

Section 8. 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 the employers 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.

ARTICLE 23 — JURY DUTY

The Company agrees that employees who are call upon for jury duty and who, by the 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 24 — ABSENCE DUE TO ILLNESS AND SNOW

A. Effective June 1, 2001 all full time employees are eligible for six (6) paid days of sick leave per year (June 1 through May 31). Employees will accrue sick days at half (1/2) day beginning

June 1 of each year. Unused sick days are cumulative and will not be paid off at the end of each year. Accumulated sick days will not be paid upon termination.

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

C. Employees will be granted one (1) inclement weather day per year. When the facility is closed because of snow, employees will be paid for one (1) day each year.

ARTICLE 25 — UNION REPRESENTATIVES

A. The Union may elect or otherwise appoint up to two (2) Shop Stewards.

B. The Union shall keep the Company notified in writing of the name of the stewards and the effective date of their appointments. The Company shall not be required to recognize a steward until so notified in writing of the election or appointment of such individual.

C. Time necessarily spent by Stewards in the processing of grievances shall not interfere with the service and normal operations of the Company, and when outside of scheduled hours shall not be paid for by the Company. Such time shall not exceed one hour per week, excluding time spent in grievance and discipline meetings.

D. This Section 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 Stewards and monitoring the administration of this Agreement.

An authorized representative of the Union will notify the Food Service Director or authorized designee in advance of arriving on the Employer's or client's premises of their desire to visit. 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.

This section is not intended to deal with the rights of access of bargaining unit members during non-working hours.

E. The Union shall have the right to have notices posted on a single bulletin board by each time-clock designated for such purpose. All such notices will be submitted to the Food Service Director or the designated management representative. Postings shall not include anything of a political nature or contain material critical of the Company, and/or FDIC.

F. Employees shall be permitted to wear a one and a half inch official Union button while performing their duties provided the wearing of such button is not, defamatory, or disparaging toward the Employer or the Employer's client.

G. 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 a training will be subject to business needs of the Employer and the time period for such group training leave shall not exceed two days in any month or four 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.

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

I. ___ 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.

ARTICLE 26 - MANAGEMENT OF THE BUSINESS

Except as otherwise 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 rules relating to operation 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.

ARTICLE 27 - NON-DISCRIMINATION

A. ___ The Company and the Union agree that they will not discriminate against or harass any of the Company'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 Company and the Union also agree that they will not retaliate against any of the Company's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

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 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, 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.

D. Ethnic Diversity and Cultural Issues. The parties recognize that recent immigrant workers are employed by the Employer and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice amongst themselves.

The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English. To that end the Employer agrees that where there is a communication difficulty with a particular employee, on request the Employer will provide a translator chosen by the employee to facilitate communications, so long as the individual is available within twenty-four (24) hours.

All Employer posting and mailings shall be in English and Spanish.

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.

ARTICLE 28 – LABOR MANAGEMENT COMMITTEE

The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than two (2) 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. 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.

In witness whereof, the ARAMARK Corporation, through its division, Business Services, has caused this Agreement to be executed in its corporate name and in its behalf by the Regional Director of Labor Relations of the ARAMARK Corporation, through its division, Business Services, and UNITE HERE, Local 23, has caused this Agreement to be signed for on its behalf by its representative on the day and year first above written.

**ARAMARK CORPORATION, through its
division, BUSINESS SERVICES**

Wm J Wilson 11/6/12
Date

Date

Date

UNITE HERE, LOCAL 23

 10/31/12
Date

Date

Date

SCHEDULE "A" WAGE RATES

CLASSIFICATIONS AND RATES OF PAY
FEDERAL DEPOSITORS INSURANCE CORPORATION
(FDIC)

CLASSIFICATION	12/1/13	12/1/14	12/1/15
Wage Increases	\$0.25	\$0.25	\$0.25
Head Cook	\$14.35	\$14.60	\$14.85
Cook	\$14.29	\$14.54	\$14.79
Grill Cook	\$13.84	\$14.09	\$14.34
Cashier	\$13.84	\$14.09	\$14.34
Food Service Worker	\$13.89	\$14.14	\$14.39
Storeroom	\$13.90	\$14.15	\$14.40
Utility	\$13.89	\$14.14	\$14.39

Any employee making above the contract rates will receive all increases as negotiated.

Negotiated contract wage increases will be applied to the contract classification rates each year.

All employees shall receive a one-time bonus, effective December 1, 2012 in the amount of six hundred (\$600.00) dollars.

EXHIBIT "A" HOLIDAYS

<u>HOLIDAY</u>	<u>FDIC</u>
New Year's Day	X
Martin Luther King, Jr.'s Birthday	X
Washington's Birthday	X
Memorial Day	X
Independence Day	X
Labor Day	X
Veteran's Day	X
Thanksgiving Day	X
Christmas Day	X
Columbus Day	X

SCHEDULE "B" LOCAL BENEFITS

FDIC

11/30/12 through 11/29/2016

Company Contributions shall start on behalf of employees working twenty (20) hours or more on the first (1st) day of the month following thirty (30) days of employment on all hours paid.

Benefit	1/1/13	3/1/13	1/1/14	1/1/15	1/1/16
Dental	\$0.31	n/a	n/a	n/a	n/a
Optical	\$0.07	n/a	n/a	n/a	n/a
Education	\$0.07	\$0.07	\$0.07	\$0.07	\$0.07
Administrative	\$0.04	n/a	n/a	n/a	n/a
Pension	\$0.60	\$0.60	\$0.65	\$0.70	\$0.75
Total	\$1.05	\$0.67	\$0.72	\$0.77	\$0.83