

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FAME FOOD MANAGEMENT, INC.

AND

HOTEL AND RESTAURANT EMPLOYEES UNION,

LOCAL 23, UNITE H.E.R.E.

Government Printing Office

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AGREEMENT

This Agreement, effective as of October 1, 2012 to August 31, 2016, is entered into between **FAME Food Management, Inc.**, food service contractor at the Government Printing Office, Washington, DC facility (hereinafter "the Company"), and **Hotel & Restaurant Employees Union, Local 23, UNITE H.E.R.E** (hereinafter "the Union").

The Company and the Union hereby agree as follows:

ARTICLE I. UNION RECOGNITION

Section 1. The Company recognizes the **Hotel & Restaurant Employees Union, Local 25, UNITE H.E.R.E** (hereinafter called "The Union") as the exclusive representative of all Employees of the Company employed at the Government Printing Office cafeteria except for supervisory, managerial and office employees, and those excluded from the definition of Employee in Article V Section 2 (A).

Section 2. The rights of management in the operation of its business are vested solely and exclusively in the Employer, except as may be specifically set forth in this Agreement.

Section 3. Management or supervisory Employees shall not normally perform bargaining union work. The Union agrees that no more than one managerial Employee may work part time as a cashier or other bargaining union classification. Management Employees shall perform whatever work as may be necessary to ensure the orderly operation of the cafeteria only in cases of emergency.

ARTICLE II. 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.

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 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 this Section 1 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 Fame at the U.S. Bureau of Engraving and Printing Facility ("BEP"), the Government Printing Office ("GPO") and U.S. Department of Labor ("DOL") are covered under a collective bargaining agreement between Fame and UNITE HERE. Fame is neutral on the subject of employees' decision to join or not join the Union. No employee shall be discriminated against for either joining or not joining the Union. More information and a copy of the Union Contract can be obtained by calling the Union Office at 202-661-3668."

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.

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 6. 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 III. UNION ACTIVITIES

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 notify the General Manager or authorized designee via email, at the email address provided by the Employer, 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. The authorized Union representative will speak with employees while on break time and shall not speak with an employee who is working, except for basic greetings and notifying the employees of the organizers presence and of the employees break time. The manager will provide a break schedule to the Union representative upon arrival. Under no circumstances is the Union representative permitted to enter back-of-the-house unless escorted by a manager.

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

Section 3. The Employer shall permit the Union reasonable use of bulletin boards for the purpose of posting official union business information.

Section 4. Employees shall be permitted to wear one union button no longer than one and a 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 IV. UNION STEWARDS

Section 1. 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 two (2) Union Stewards 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. The Union may appoint one (1) of the stewards as a "Chief" steward.

ARTICLE V. MEALS, UNIFORMS, FACILITIES

Section 1. The Company shall provide sanitary dressing rooms with individual lockers and keys for all Employees. The Company shall only be responsible for any losses sustained by its Employees through its negligence.

Section 2. All Employees shall receive one meal as part of their compensation for each shift worked. The meal is to be eaten in the regular cafeteria area. Said meals shall be palatable and wholesome, and served in a clean and sanitary place and served on the same day on which it is prepared.

Section 3. The Company shall provide each Employee with three (3) uniforms. Employees must wear a clean and pressed uniform while they are on duty. Employees are responsible for any negligent loss or damage to their uniforms. Storeroom and trash personnel shall be provided with proper clothing during inclement weather without charge. Employees in food handling positions must wear hair nets or hats, plastic gloves, cut resistant gloves, and any other safety and sanitary protective clothing furnished by the Company. Employees must wear safety shoes with slip resistant soles.

Section 4. If name tags are required, all Employees shall have the choice of using either first name and last initial, or first initial and last name with an accompanying title of Mr., Mrs., Ms. or Miss.

ARTICLE VI. WORK WEEK

Section 1. The Work Week shall normally consist of forty (40) hours a week, divided into five (5), eight (8) hour days, during the period from Monday to Friday.

Section 2 Employee Defined: Whenever used in this Agreement, the term "Employee" shall mean Employees employed by the Company at its Government Printing Office Facility excluding clerical and office Employees, temporary Employees who work less than fifteen (15) hours per week, Managerial Employees, guards and supervisors as defined in the National Labor Relations Act, as amended.

Section 3 Probationary Employee Defined: All Employees newly hired or rehired after termination of their seniority shall be considered "probationary" Employees until the completion of thirty (30) days of actual work. The Company may extend the probationary period by thirty (30) days by giving written notice thereof to the Union. During this probationary period, the Company may discipline or discharge any such probationary Employee, with or without cause, at its discretion. Such discharge shall not be subject to the grievance or arbitration provisions of this Agreement. Upon successful completion of this probationary period, the Employee' seniority reverts to his/her date of hire.

Section 4. (A) The Company may require Employees to perform overtime work. Overtime, when practicable, will be rotated on a voluntary basis and, if there are not sufficient volunteers, the most junior Employee in the classification needed may be required to work. Normally, Employees will be provided at least four (4) hours notice that they will be required to work overtime.

(B) Overtime will be distributed as equally as possible among the Employees qualified to do the work.

(C) All work performed in excess of eight (8) hours per day, on any day, or more than forty (40) hours in a week, shall be considered overtime work and shall be compensated for at the rate of time and one-half. If an Employee works on a Saturday or Sunday during a week containing a holiday, the Employee will be paid at the overtime rate for all hours worked, provided that the Employee was in an approved pay status for forty (40) hours that week.

Section 5. Notice that the service of a steady Employee shall not be required on any given day shall, if possible, be given to said Employee no later than the termination of said employee's shift on the preceding day. However, unless there is an emergency and such notice is not given, an Employee reporting for work shall be paid for two (2) hours of work.

Section 6. Pay discrepancies of one or more days shall be paid by the Company within three (3) working days of the day the Company is notified.

Section 7. All employees who are scheduled to work six (6) or more hours per day, will be required to take a thirty (30) minute unpaid break, scheduled by the Manager. The Manager will not require an employee to work their scheduled break unless by the mutual consent of the employer and the employee.

ARTICLE VII. HOLIDAYS

Section 1. Full-Time Employees will be granted the following holidays with full pay provided they are on duty or on approved leave the normal working day prior to and following the said holiday, and provided further, if any Employee shall be required to work on the holidays listed, said Employee shall receive an equivalent day's leave with the usual rate of pay, at the mutual convenience of the Employee and the management.

Section 2. (A) Part-Time Employees will be granted pay for holidays on a pro rata basis. The holidays are:

New Year's Day	President's Day
Memorial Day	Independence Day
Labor Day	Martin Luther King's Birthday
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas
Inauguration Day	

ARTICLE VIII. VACATION/SICKLEAVE

Section 1. Vacation: Vacation is defined as follows: Vacation starts to accumulate and accrues on the employees' date of hire in accordance with the following **Section (A) Vacation Eligibility & Schedule**. Vacation accrued during an employee's first full year of continuous employment, is not in any way available to the employee until after the first anniversary of the employee's employment. The employee will have twelve (12) months after the accumulation to take his/her vacation.

(A) **Vacation Eligibility and Schedule.** The Company will grant paid vacation to Employees at their regular hourly rates as follows:

1. No Full-Time Employee shall earn vacation for the first six (6) months of employment. After completion of six months and through the first year of continuous service, one (1) week of vacation at a rate of .425 days per month.
2. Two (2) weeks of vacation at a rate of .85 days per month after two (2) years of continuous service.
3. Three (3) weeks of vacation at a rate of 1.25 days per month after ten (10) years of continuous service.

(B) **Vacation Period.** Each Employee's vacation period shall be scheduled to meet the requirements of operating conditions. Vacation selections will be made in January for the entire calendar year and, whenever possible, vacation preference will be on the basis of seniority among Employees of relatively equal qualifications. The Company

also retains the right, due to the requirements of operating conditions, in its judgment and upon ninety (90) days advanced notice to affected Employees, to shut down all or part of its facilities for vacation period. Employees are required to take vacations in increments of one (1) week, coinciding with the work week; provided, however, that if Company-recognized holiday(s) as set forth in Article V occur(s) during an Employee's vacation, the day will be regarded as a holiday and the additional vacation day(s) must be taken immediately or prior to or following the vacation. Moreover, vacations must be taken within one (1) year after the employees' eligibility for vacation or it will be lost.

1 Employees may receive vacation pay on the last pay day prior to the Employee going on vacation. Employees must notify the manager at least one (1) full pay period prior to such date if they desire such pay prior to their going on vacation.

2 Vacation will only be taken on dates approved in advance by the cafeteria manager. Consistent with the efficient operation of the cafeteria, the desires of individual Employees will be considered and satisfied wherever feasible. In the event that the number of Employees that desire to take vacation is greater than the number that can be spared. The cafeteria manager shall give preference to the Employees with the greatest seniority within the particular job classification.

3 Employees, at their option, may transfer unused annual leave to their sick leave account. Employees must submit, in writing, to the manager the amount of annual leave they wish to transfer.

Employees, at their option, may transfer unused annual leave to their sick leave account. Employees must submit, in writing, to the manager the amount of annual leave they wish to transfer.

Section 2. Sick Leave.

(A) Full-Time Employees shall start to earn sick leave after the completion of six (6) full months of continuous employment. Full-Time Employees with less than ten (10) years employment shall accumulate sick leave at the rate of one-half (.5) day for each full month of employment. Employees with ten (10) or more years shall accumulate at the rate of one (1) day for each full month of employment. Part-Time Employees, who were Full-Time Employees as of the effective date of this agreement, can use two (2) sick days per year and will retain any sick leave accrued as of the effective date of this Agreement. Part-Time Employees hired after the effective date of this agreement shall earn two (2) days of sick leave per year after one (1) year of employment.

(B) Sick leave pay will be paid only for absence necessitated by illness or injury which incapacitates and confines the Employee to his/her home or hospital. A statement from the attending physician may be required by the manager as proof of the confining nature of the illness or injury. Sick leave will be allowed for pregnancy. Vacation leave may be applied toward maternity leave. Sick leave pay will not be granted for any absence in connection with any disability involving a claim under the Workmen's

Compensation Laws.

- (C) Sick leave pay will be granted from the first day of any period of absence.
- (D) The Employee shall notify the Company within the first two (2) hours of his/her shift of his/her absence from duty because of illness or injury.
- (E) In the case of an extended illness two (2) weeks or more, the Employee shall submit a weekly medical certificate signed by a practitioner indicating the nature and prognosis of the illness.
- (F) Sick leave is not compensable upon retirement, dismissal or voluntary termination of employment.
- (G) Sick leave may not be carried over from year to year.
- (H) The use of sick days shall not count towards the Employer's time and attendance policy.
- (I) 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 IX. LEAVE OF ABSENCE

Section I. In order to be eligible for a leave of absence, an Employee must have continually worked at least 1,250 hours during the 12-month period prior to the time the leave is to begin. Requests for leaves must be submitted at least two (2) weeks in advance of the time an Employee intends to start his/her leave of absence.

(A) Work Related Injury or Illness Leave. Workers' Compensation Insurance will cover all employees from date of hire who incur work-rated injury or sickness

(B) Maternity Leave. Maternity Leave will be granted, and treated as any other disability.

Parental Leave. Leave may be authorized for the arrival of a new child in one's family up to 12 weeks or whatever is applicable to the District of Columbia laws.

(C) Family and Medical Leave (FMLA). Unpaid medical leave may be granted for 12 weeks or whatever is applicable to the District of Columbia laws, in the case of an extended illness or surgery that requires more time off than a person's accrued sick time. An Employee ordinarily must provide thirty (30) days advance notice when the leave is "foreseeable" and submit medical certification to support a FMLA. Medical leave may be given up to 12 weeks or whatever is applicable to the District of Columbia laws, to an Employee who must care for a spouse, child, parent or partner-in-life who is suffering from a terminal or serious health condition. While an Employee is on FMLA, group health benefits

will continue as if there had been no interruption in employment. The Employee will be responsible for his/her share of the premium and FAME will continue to pay the customary share of the health benefit. Arrangements will be made with the Employee to pay his/her share of the premium during the FMLA.

(D) Military Leave. Up to two (2) weeks may be taken each year for the purpose of fulfilling National Guard or military service obligations. Military Leave is unpaid unless an Employee chooses to use his/her vacation or sick days earned.

(E) Jury Duty. Jury Duty Leave is granted if you are summoned for duty or subpoenaed to appear in a trial as a witness. An Employee must notify his supervisor immediately. Full or eligible Part-Time Employees will be paid their full ordinary wage, less the amount paid for jury services as evidenced by "pay slips" furnished by the Clerk of Court.

(F) Union Leave. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. The Employee shall give a minimum of fourteen (14) calendar day notice of such request. Such leave shall not exceed six (6) months. No more than one (1) employee from the three (3) bargaining units may be on such leave at a time. 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.

ARTICLE X. GRIEVANCES AND ARBITRATION

Section 1. A grievance shall be defined as any dispute arising out of the expressed terms or conditions contained within this Agreement.

Section 2. All grievances shall be processed in the following manner:

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

Step 2: If not resolved satisfactorily at Step 1, the grievance shall be submitted in writing to the District Manager or their designee by the Union's Representative or their designee within seven (7) calendar days after receipt of the response at Step 1. Either the District Manager or their designee or the Union shall request a meeting, which may be conducted

telephonically if mutually agreed, for the purpose of resolving the grievance prior to the Employer's final decision. The meeting shall be held within (7) seven calendar days of being requested and will never exceed two paid employees. Within seven (7) calendar days of the meeting the Employer shall deliver to the Union a written reply, which shall provide for a decision in the matter and the reason(s) for the decision.

If the grievance is not resolved after the procedures in Step 2 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation through FMCS. Such referrals shall occur within seven (7) calendar days after the union receives the written response from the District Manager. 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 either party for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) no later than thirty (30) calendar days following the receipt of the written Step 2 answer, or the conclusion of grievance mediation, whichever is applicable. Both the Employer and the Union agree to be bound by the rules and regulations of the FMCS.

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

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

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 second step of the grievance procedure. If the grievance is not settled at Step 2, it may be directly submitted to arbitration except as limited in the above paragraph.

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 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 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 XI. LAYOFFS

Section 1 In the event that the Company finds it necessary to lay off Employees, the layoff will be by classification seniority as defined in Article XVI Sec. 5(A) within the classification where the layoff occurs. Such laid off Employee(s) will have the option of accepting a job, providing the Employee is capable of performing the job, in an equal or lower job classification (according to contractual pay rates) based on his/her company seniority. (C)

The Company agrees to give preference to laid off Employees in re-employment. No Employee shall lose his/her seniority standing as a result of layoffs or illness.

Section 2. Employees with less than two (2) years of continuous service shall be given not less than five (5) calendar days written notice of layoff or separation. Employees with two (2) years or more of continuous service shall be given to less than fourteen (14) calendar days written notice of layoff or separation.

ARTICLE XII. HIRING/EMPLOYMENT/PROMOTIONS/EEO

Section 1. The Company shall give the Union an opportunity to supply new and additional Employees.

Section 2. In the event any Employee is temporarily unable to work, under an approved leave of absence, the Company, replace said Employee for such period with another Employee of like qualifications who will be paid the rate as a new employee.

Section 3. In determining the qualifications of applicants, the Company requires that he/she be mentally and physically capable in the classification for which he/she is being considered for employment. Employees may be required to pass health tests and/or random drug tests. Such tests will be paid for by the Company and taken during work hours, and said Employee shall be paid for time lost.

Section 4. A discharge, after a probationary period of thirty (30) days or any extension thereof, may be treated as a grievance and shall be subject to review by arbitration to determine whether or not the Company had just cause therefore.

Section 5. All promotions shall normally be made on the basis of seniority within the classification provided that the senior Employee is substantially equal in all relevant factors.

Section 6. It shall be the policy of the parties to provide equal employment opportunities, including promotions, to all qualified workers irrespective of race, color, creed, sex, age, or national origin. The parties shall comply with all of the provisions of the Civil Rights

Act of 1964 as it may from time-to-time be amended.

ARTICLE XIII. FUNERAL LEAVE

Section 1. In the event of a death in the immediate family of an Employee requiring such Employee to be absent from work to attend the funeral, such Employee shall be allowed pay at his/her base rate for time lost, not to exceed a total of three (3) consecutive working days if within the city, or not to exceed three (3) consecutive working days if outside of a two hundred (200) mile radius of Washington, DC. For the purpose of this Section, immediate family shall be defined to include only spouse, child or children, father, mother, brother or sister, grandfather or grandmother, partner-in-life or guardian. It is understood and agreed that the Company may require satisfactory proof as to any such death and true relationship of the deceased to the particular Employee.

ARTICLE XIV. DISCHARGE

Section 1. The Company agrees not to discharge any Employee without just cause. Nothing herein shall be construed as limiting the Company's right to suspend or discharge an employee for cause. Disciplinary action will be issued within seven (7) calendar days from the date of the event that gave rise to the disciplinary action, or within seven (7) calendar days of when the Employer knew or should have known of the event that gave rise to the disciplinary action.

Section 2. Any grievance which arises concerning suspension or discharges, shall be handled in accordance with the provisions for Grievances and Arbitration Article VIII of this Agreement with the following exceptions which shall not be subject to the grievance procedure or arbitration:

1. Suspension or discharge made at the request of the Head of a Federal Agency, or his/her designated representative.
2. Suspension or discharge of probationary employees.

Section 3. Company rules relating to the warning, reprimand, suspension and discharge of Employees shall be posted. Employee handbooks will be distributed to all Employees and available to the Union upon request.

ARTICLE XV. JURY DUTY

Section 1. Any Employee who is summoned and reports for jury duty shall be paid the difference between the amount paid by the Government as Jury Duty Fee and such Employee's regular salary. The Employee must give the Company notice of his/her selection

the next workday after receipt of such notice that he/she has been selected for jury duty, and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment.

ARTICLE XVI. CLASSIFICATIONS AND RATES OF PAY

Section 1. As of October 1, 2012 the hourly wage rate for Employees will be as per the attached "Exhibit A".

All employees who perform all or any portion of their work between the hours of Twelve Midnight (12:00) and Four-Thirty (4:30) a.m. shall receive an additional Twenty-five (\$.25) Cents per hour.

The Company may continue its practice of granting merit increases at times and in the amounts the Company deems appropriate.

Section 2. All newly hired Employees shall be paid Thirty Cents (\$0.30) per hour less than the rate for their work classification for the first year of employment. After 12 months of continuous employment, the rate will be increased to the base rate for the work classification. Any employee making above the contract rates will receive all wage increases as negotiated.

Section 3. All Employees shall receive their weekly pay on Friday of each week. Paychecks will be distributed in a timely manner so that Employees, when practicable, can use the services of the Credit Union.

Section 4 The term "Part-Time Employee" as used in this Agreement shall include all Employees who are assigned to work less than twenty-one (21) hours per week. The term "Full- Time Employee" as used in this Agreement, shall include all Employees who normally work twenty-one (21) hours or more hours per week.

Section 5. (A) **Seniority:** The term "seniority", as used in this Agreement, shall mean the length of an Employee's continuous service at the Government Printing Office in Washington, DC Facility. The term classification seniority shall mean the length of service in a particular classification at the unit.

(B) **Seniority Rights:** The Company agrees that the principle of Company seniority shall apply in promoting Employees to higher classifications (i.e., the Employees having the longer continuous service at the Government Printing Office in the Washington, DC facility shall be given preference in filling vacancies which exist in higher classifications), providing the Employee with the greatest seniority is capable, qualified, and available to do the job. Such Employee shall receive the higher rate of pay as of the date of the promotion.

(C) The selection of shifts, work schedules, days off, vacation periods, assignments to work on celebrated holidays and options to work or not to work (including overtime) shall be on the basis of Company seniority, provided the person is qualified to do

the work.

Section 6. All Employees who are discharged or quit shall be paid by twelve (12:00) Noon the following day provided that Management shall have the option to hold vacation pay for five (5) days with the consent of the Union.

ARTICLE XVII. HEALTH CARE

Section 1. Trust Language: Effective December 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.

Section 2. General Provisions:

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as an employee who is full time:

- GPO – twenty (20) hours per 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.

(A) Medical/Dental/Vision

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

Effective Date	Single	Single Plus One	Family
12/1/13	\$532.16	\$1,032.37	\$1,545.81
1/1/14	\$535.13	\$1,038.31	\$1,557.91

Effective 12/1/13 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 for those who decline Medical coverage.

Effective Date	Rate
12/1/13	\$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.

Effective Date	Rate
12/1/13	\$1.98
1/1/14	\$1.98

Section 4. Employee Co-premium:

The Employer will deduct the following amounts of said coverage contributions from employees' paychecks on a monthly basis for each location:

Government Printing Office

Year	Single Coverage	Plus One Coverage	Family Coverage
December 1, 2013	9.3%	25%	27.5%
January 1, 2014	9.3%	22.5%	25%
January 1, 2015	9.3%	20%	22.5
January 1, 2016	7.5%	20%	20%

The employee share of the premium will be deducted each paycheck through payroll deduction.

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.

Employees on the attached list will receive a bonus of \$70.00 per month so long as they remain employed and in good standing with the Company. The payments shall be made for one year beginning on December 1, 2013 and ceasing on November 1, 2014, so long as the employee remains employed at the Company's Union accounts.

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 and Pension Fund.

Effective	12/1/2013	1/1/2015	1/1/2016
Education	\$0.07	\$0.07	\$0.07

Prior to December 1, 2013, and excluding any changes listed above, the Employer will contribute to the Local 32 Employers' Benefit Fund under the terms of the prior Agreement. Effective December 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 this Section 6 for eligible employees in the months of October and November 2013 (excluding pension contributions). 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 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.

Section 8. Pension Fund:

The Company agrees to contribute per employee hour actually worked to the Local 32 Pension fund:

Location	Upon Ratification	1/1/14	1/1/15	1/1/16
Government Printing Office	\$0.05	\$0.10	\$0.15	\$0.20

If the trustees vote to increase the Trust Fund required contributions, the Company and the Union agree to bargain over the terms. No others terms and conditions of employer shall be reopened except by mutual agreement of the parties.

Section 9. Prior to December 1, 2013:

(A) The Employer agrees to provide for all Regular Employees in the current employ of the Company and for all new Regular Employees after a three (3) month waiting period, life insurance in the amount of \$20,000, and \$20,000 of accidental death or dismemberment insurance in accordance with the terms of the existing plan.

(B) The Employer agrees to Health Insurance and Sickness and Accident (Disability) according to the terms agreed upon; in the attached *Exhibit B*. Employees may elect family coverage. Upon written authorization from the Employee, the Employer will deduct the additional premium cost from the Employee's paychecks. Such deduction shall be made on a weekly basis, before tax deductions.

(C) The Employer agrees to contribute to the Union, penny benefits as agreed to per the attacked Exhibit A. for each hour actually worked.

ARTICLE XVIII- STRIKES

Section 1. Except for the failure to submit to arbitration or to comply with the decision of an arbitrator, the Company shall not declare any lockout during the life of this Agreement. Likewise, the Union shall not cause, call, or ratify any strike, stoppage or work, slowdown or picketing during the life of this Agreement.

ARTICLE XIX – 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 that it will not retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

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

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. Nothing in this provision is intended to limit the employer's ability to comply with the law in accommodating an employee even when such accommodation may impact another bargaining unit position.

ARTICLE XX - 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 U.S. Immigration & Customs Enforcement 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. Nothing in this section shall require the Employer to continue employing an individual not currently authorized to work.

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. However, nothing in this section shall require the Employer to continue employing an individual not currently authorized to work.

- 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.

 - 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 government agency, solely as a result of receiving a no-match from the SSA. The Employer will forward the letter to the employee and allow the employee to follow up as instructed in the letter.

- 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.

a) Workplace immigration enforcement. The Employer shall:

1. Unless objected to by the affected employee, notify a representative of the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration, or is contacted by the Department of Homeland Security (DHS) (formerly INS) related to the immigration status of an employee covered by this Agreement of if a search and/or arrest warrant, administrative warrant, subpoena, or other request for documents is presented in order that the Union can take steps to protect any rights of its members. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) in regards to the DHS matter.
2. Permit inspection of I-9 forms by DHS or DOL. The Employer also shall permit inspection of I-9 forms where a DHS search and/or arrest warrant, administrative warrant, subpoena or other legal process signed by a federal judge or magistrate specifically names employees or requires the production of I-9 forms.
3. To the extent legally possible, the Employer shall offer a private setting for questioning of employees by DHS.

b) 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 administrative or judicial 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 or as necessary for internal review, 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 XXI. MISCELLANEOUS

Section 1. No Employee shall be required to contribute to any other Employee or to the Company.

Exhibit A

Section 2. Nothing in this Agreement will prohibit the Company from granting a wage increase to any Employee above the rate provided in ~~Article XV~~. The Company will notify the Union of any such increase. The denial of any such request by the Company may not be grieved by the Employee or subject to arbitration by the Union.

(C)

Section 3. The Company agrees that no Employee shall suffer a reduction in wages, adverse change in working conditions, or loss of any benefit not enjoyed by him/her, as a result of this Agreement. This does not apply to the number of hours per shift worked or which shift is assigned to Employees by the Company.

ARTICLE XXII. SAVINGS CLAUSE

If any provision of this Agreement is subsequently rendered by legislative or administrative action or declared by any court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree immediately to negotiate for the invalidated portion thereof.

ARTICLE XXIII. DURATION OF AGREEMENT


Section 1. This Agreement shall be effective as of October 1, 2012, and shall be in full force and effect until August 31, 2016.

However, the Company reserves the right to contract out the operation of the

cafeteria. The Union will be notified, in writing, at least sixty (60) days before the contractor is to take over operation of the cafeteria.

SIGNED ON BEHALF OF:

FAME Food Management




Louise Sheridan
Vice President

9/12/2013
Date

SIGNED ON BEHALF OF:

UNITE HERE Local 23, AFL-CIO



Charles Hendricks
Chief Negotiator

10/7/13
Date

EXHIBIT "A"
HOTEL & RESTAURANT EMPLOYEES'
UNION LOCAL 23, UNITE H.E.R.E
and
FAME FOOD MANAGEMENT INC.

ADDENDUM is attached to the Agreement between FAME Food Management, Inc., HOTEL & RESTAURANT EMPLOYEES' UNION LOCAL 23, UNITE H.E.R.E for the employees at the Government Printing Office, Washington, DC as follows:

	6/1/13	4/1/13	3/1/14	9/1/14	3/1/15	9/1/15	3/1/16	EXPIRE
	\$.25	.15	.20	.20	.25	.20	.25	
Cook	\$12.25	\$12.40	\$12.60	\$12.80	\$13.05	\$13.25	\$13.50	
Grill Cook	\$11.25	\$11.40	\$11.60	\$11.80	\$12.05	\$12.25	\$12.50	
Night Cashier	\$11.20	\$11.35	\$11.55	\$11.75	\$12.00	\$12.20	\$12.45	
Day Cashier	\$10.95	\$11.10	\$11.30	\$11.50	\$11.75	\$11.95	\$12.20	
Kitchen Worker	\$10.90	\$11.05	\$11.25	\$11.45	\$11.70	\$11.90	\$12.15	
Utility/Stockroom	\$10.10	\$10.25	\$10.45	\$10.65	\$10.90	\$11.10	\$11.35	

All newly hired Employees shall be paid Thirty Cents (\$0.30) per hour less than the rate for their work classification for the first year of employment. After 12 months of continuous employment, the rate will be increased to the base rate for the work classification. Any employee making above the contract rates will receive all wage increases as negotiated

EXHIBIT "B"

Prior to December 1, 2013:

MEDICAL INSURANCE EMPLOYEE CONTRIBUTIONS*:

Single:	12/01/09	12/1/10
Single+ 1:	\$11.51	\$11.51
Family	Difference between the single coverage and single + 1	
	Difference between the single coverage and family.	

LIFE INSURANCE:

Life insurance in the amount of Twenty Thousand Dollars (\$20,000) and AD&D will be provided to all Union employees covered under this Agreement by the Company

SICKNESS & HEALTH (DISABILITY):

Sickness & Health (Disability) will be provided to all Union employees covered under this Agreement. Employer contributions shall start on behalf of employees working 20 hours or more on the 1st day of the month following three (3) months of continuous employment. Benefits start on the first day of injury, and the 7th day of illness. Disability will be paid at 67% of salary to a maximum of \$175.00 for 26 weeks.

PENNY BENEFITS:

CONTRACT YEAR	10/1/09	10/1/10	10/1/11	9/30/12
Dental Payment Per Hour Family	.27	.27	.28	EXPIRE
Optical Payment Per Hour Family	.06	.06	.06	
Education Payment Per Hour Family	.06	.06	.06	
Retension	.025	.025	.025	
Total Per Hour Payments By Year	41.5	.415	.425	