

Collective Bargaining Agreement

between

Guest Services, Inc.

Government Cafeterias

and

UNITE HERE, Local 23

Term of Agreement

February 1, 2011

to

July 31, 2016

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AGREEMENT

THIS AGREEMENT, made and entered into as of the first day of February 2011, by and between GUEST SERVICES INC., Fairfax, Virginia, hereinafter called the "Company", and UNITE HERE, LOCAL 23, hereinafter called the "Union", and in consideration of the mutual promises herein made, the parties agree as follows:

ARTICLE 1 -- Scope of Agreement

For the duration of the agreement, the Union shall be the sole collective bargaining agency for all the employees set forth in the classifications hereinafter mentioned in the various Federal Government units now maintained and operated by the Company, or that the Company may take over and operate, within the District of Columbia and the area adjacent thereto during the effective period of this Agreement. A list of units now so maintained and operated is attached to this Agreement as Exhibit A and incorporated by reference. The Company will negotiate wage rates with the Union for such new facilities.

ARTICLE 2 -- Duration of Agreement

This Agreement shall be effective as of February 1, 2011 and shall be in force and effective until midnight, July 31, 2016 and thereafter shall continue from year to year unless either party gives notice in writing of its desire to negotiate a new Agreement sixty (60) days prior to July 31, 2016, or sixty (60) days prior to any annual period following the above latter date ending July 31st. Wage and benefit increases become effective upon the date of the ratification of this agreement.

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 for in Section I and Section V respectively.

ARTICLE 4 -- Wages

It is agreed between the parties that the hourly wage rates for full time employees shall be defined in Exhibit B.

- A. Pay discrepancies that amount to one or more days pay will be paid by the Company within three (3) working days of the day that the unit manager is made aware of the discrepancy.
- B. All compensation, whatever its source, shall be taxed at the employee's regular tax rate unless not permissible under the law.
- C. Seasonal, Section F employees hired between Memorial Day and Labor Day will be paid 95% of the then current hourly rate to cover absences due to vacations.
- D. Any employee currently earning more than the contract rate for their job classification will be entitled to receive any negotiated increases.
- E. Employees who are transferred by the Company to any Company's units whose wages are higher than the wages being paid at the unit where they are being transferred, will not suffer a wage reduction, but will be red-circled at the higher rate and will be entitled to

receive all wage increases as described under the unit's CBA. Any employee who requests and receives a transfer or promotion into a Company unit shall be entitled to only receive the wage negotiated at the unit's CBA provided the Company informs the employee in writing of such case.

ARTICLE 5 -- Classification

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

All substitutions on a higher classified job shall be performed by bargaining unit employees and paid for at the rate of the higher classified job provided the substitution is for more than one (1) hour. If the higher classified job is divided among two (2) or more employees, then the employee who performs the skilled portion of the job shall receive the higher wage for the time worked.

If a cashier performs work traditionally assigned to food service workers, or if a food service worker performs work traditionally assigned to cashiers, they will receive an additional twenty cents (\$.20) per hour over their regular rate of pay for all hours worked on that day. To be eligible for this premium pay, the employee must have been hired prior to February 1, 1994.

- E. Except as hereinafter provided, an employee under training for a higher classification than that in which he is regularly employed shall serve a thirty (30) working day maximum training period; during which time, he shall be paid at his current rate. At the end of the training period, the employee shall either be promoted to the higher classification or

return to his regular classification if he is not fully capable of performing the duties and carrying the schedule of the higher classification.

- F. When an employee is given a promotion, he shall receive the minimum rate of the higher grade. Such employee is, however, subject to return to his previous classification if he does not qualify at any time within thirty (30) working days of his promotion. Such employee shall also have the right to return to his/her previous classification within the same thirty (30) working days of his/her promotion at their option.
- G. 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.
- H. No supervisor shall perform the work of per diem employees except in cases of emergency, unexpected call-outs by employees, or unexpected increases in business.
- I. Any employee who is assigned by the Company to train Cooks, Dish Machine Operators, Cashiers and Storeroom Personnel shall be compensated at the rate of fifty cents (\$.50) per hour above their normal rate for all hours spent training.

ARTICLE 6 -- Probationary Period

- A. It is hereby agreed to that all newly hired employees in any classification shall serve a forty-five (45) day probationary and training period commencing with their date of hire and ending on the first (1st) full pay period following forty-five (45) calendar days of employment. The Company may, at its discretion, extend the probationary period for up to an additional forty-five (45) days provided that the Company notifies the Union in writing of the extension prior to the end of the initial forty-five (45) days provided that the Company notifies the Union in writing of the extension prior to the end of the initial forty-five (45) day period. Probationary employees may be terminated with or without cause, and without recourse to the grievance and arbitration provisions of this Agreement.
- B. Employees hired at the new hire rates are eligible to receive increases to the then current new hire rates as well as seventy-five (\$.75) cents increase on the first (1st) and second (2nd) anniversary of employment. On the third (3rd) anniversary of employment, the employee will receive an increase to the then current rate of his job classification.
- C. It shall be within the Company's discretion to increase the pay of any such employees to the basic rate before the end of the three (3) year period.

ARTICLE 7 -- Full Time Employees, Part Time Employees and Part Time Differentials

The term "full time employee" as used in this Agreement shall mean all employees who normally work eight (8) hours per day. "Part time employees" shall mean all employees who normally work four (4) hours or more, but less than six (6) hours per day. In addition to the rate of pay established by Section IV of this Agreement, full time and part time employees shall be subject to the following terms and conditions:

- A. Upon an employee's expressly written request to the Company, with a copy to the Union, the Company may grant a full time employee the opportunity to work less than eight (8) hours, but no less than six (6) hours per day. Part time employees may be granted a like opportunity to work less than four (4) hours, but no less than three (3) hours per day.

- B. Part time employees hired before February 1, 1997 shall receive a differential rate of an additional twenty-five cents (\$.25) per hour. Non-tipped employees hired after February 1, 1997 must have two (2) years continuous service with the Company to receive the part-time differential.
- C. Should the Company deem it necessary for recruitment of new part time employees, it may, upon notice to the Union, include the differential in the rate of hiring such employees.

ARTICLE 8 -- Hours of Work and Overtime Pay

- A. The workweek of employees covered by this Agreement shall run from 12:00 am on Saturday to 11:59 pm on Friday, and shall consist of forty (40) hours in any five (5) consecutive days of no more than eight (8) hours per day during the workweek. All work performed in excess of eight (8) hours in any one (1) day, or forty (40) hours in any one (1) workweek, shall be considered overtime work. Overtime work shall be compensated at the rate of one and one-half (1½) the basic hourly rate of pay of the employee; provided, however, that daily and weekly overtime premiums shall not be pyramided on account of the same pay hours.
- B. Overtime shall be distributed according to seniority on a volunteer basis. In the event of not enough volunteers, overtime shall be distributed in reverse seniority order.
- C. An employee will be notified of a change in his existing schedule no less than one (1) week prior to the change unless unforeseen circumstances beyond the control of the Company prevent such notification.
- D. No employee shall receive a reduction in hours per week, nor shall there be any reduction in the net bi-weekly wages paid to any employee as a result of the establishment of the aforesaid minimum rates of pay. In the event of reduction in business, which would necessitate the reduction of hours, the Company agrees to meet this situation through the layoffs procedure as provided in Section XIV of this Agreement.
- E. No employee possessing greater seniority shall be asked to perform duties of a lower classification until all other employees who are junior have first been asked to do so, unless there is an immediate operational need.
- F. Reporting Pay: Notice that the services of an employee will not be required on any given date; notice shall be given to said employee not later than one (1) hour prior to an employee's shift start time. If notice is not given and the employee reports for work and is not put to work, such employee shall receive a sum of money equal to the minimum wage, payable for his/her shift, not to exceed four (4) hours.
- G. In the event that the Federal Government declares a "delayed arrival" due to inclement weather, employees will receive up to two (2) hours of late pay if they arrive within two (2) hours of their normally scheduled reporting time.

If the Federal Government closes the buildings during the work day for reasons due to inclement weather, employees will receive up to a maximum of two (2) hours of pay for time lost on the shift due to the closure.

ARTICLE 9 -- Holidays and Holiday Pay

- A. The following days shall be considered holidays: New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas. The Company further agrees to grant one (1) additional holiday in each year, if in fact such day is declared a holiday for Federal Government employees by the Federal Government or by Executive Decree, or if scheduled to work and the government department or agency is declared closed for the day due to inclement weather or a national disaster.
- B. In the event a holiday falls on a day not normally worked by employees, they will not be paid unless the government officially designates another regular working day as the holiday. Otherwise, employees shall receive their current rate of pay for the above holidays, provided they satisfy all of the following conditions:
1. An employee who is not required to work on said holidays shall be on duty or approved leave or excused absence for such employee's full working day on the day before and the day after such holidays. However, no employee shall lose holiday pay because of tardiness on the day before or the day after such holiday, provided such tardiness does not exceed two (2) hours.
 2. An employee who is called upon or assigned to work on a holiday shall, in addition to being on duty or approved leave of absence for the full working day before and the day after such holiday, also be on duty or approved leave or excused absence for all or such portion of the holiday as shall be required by the Company.
 3. Employees on duty on said holiday who fail to qualify for full holiday pay shall be paid double time for the time actually put in on duty on such holidays.
 4. New employees must be on duty one (1) full pay period prior to the pay period in which the holiday falls, in order to receive holiday pay for that holiday.
 5. An employee who is assigned to work on a holiday and fails to report to work for reasons other than an excused absence on that designated holiday will not receive holiday pay.

ARTICLE 10 -- Paid and Unpaid Time Off

The Company agrees to give its employees Paid Time Off (PTO) under the following terms and conditions. It is understood that annual leave may be used for vacation, personal time, illness or injury, but PTO must be authorized in advance and any foreseeable absence (such as a doctor's visit) must be coordinated with the manager as far in advance as possible.

- A. Each regularly scheduled employee will begin to earn, specific PTO upon hire, based on the following formula (prorated on actual hours paid):

For employees hired before February 1, 1994:

Length of Service	PTO hours accrued per hour paid
0 yr to < 1 yr	0.02886
1 yr to < 2 yr	0.05961
2 yr to < 15 yr	0.07116

15 yr to < 16 yr	0.07500
16 yr to < 17 yr	0.07885
17 yr to < 18 yr	0.08269
18 yr to < 19 yr	0.08654
19 yr+	0.09038

For employees hired after January 31, 1994:

Length of Service	PTO hours accrued per hour paid
0 yr to < 1 yr	0.02309
1 yr to < 2 yr	0.05384
2 yr to < 15 yr	0.06539
15 yr to < 16 yr	0.06923
16 yr to < 17 yr	0.07308
17 yr to < 18 yr	0.07692
18 yr to < 19 yr	0.08077
19 yr+	0.08461

- B. PTO shall be based on the employee's current rate of pay, the actual number of hours paid and the appropriate accrual factor based on seniority.
- C. When a paid holiday falls during the PTO of any employee, such employee shall receive the holiday pay in addition to PTO pay.
- D. Employees who terminate their employment, or are laid off, shall be paid any accrued but unused PTO at the time of said termination or layoff, if their original date of hire with the Company is six (6) months or more prior to the date of termination or layoff. If the employee has been employed for less than six (6) months he/she shall not be deemed to have accrued any PTO.
- E. PTO is maintained on a January 1st through December 31st calendar basis. Employees hired before February 1, 1994 may carry over up to forty (40) hours PTO from year to year. Accrued PTO for other employees may not be carried over into the next year. Employees with five (5) or more years of continuous employment with the Company will be given their PTO prior to taking annual leave, only to the extent of PTO actually accrued through the end of the the last full pay period prior to taking PTO. PTO pay in advance of PTO, as provided above, shall be paid only on the last pay day prior to the employee's going on PTO. In order to receive this employees must request from the Company at least one full pay period prior to such date if they desire such pay prior to their going on PTO.
- F. PTO accrued, and that is authorized in advance, will be taken on dates as approved by Unit Management. However, the desires of individual employees will be considered and satisfied wherever feasible, consistent with the efficient operation of the units. Those employees with the greatest seniority are given preference. In cases where it is impossible for the Company to provide an opportunity for an employee to take PTO, then such an employee shall be compensated for unused PTO at the end of the calendar year.
- G. The following are not charged to PTO except by employee request:
1. Absences approved by management for an employee engaged in official and legitimate union business.

2. Absences caused by the employee's legal requirements for active duty in the National Guard or Armed Forces Reserve.
3. Absences that are beyond the employee's control.
4. Absences approved in advance by management, except vacations.

An employee's approved PTO schedule shall follow him when he transfers, unless it seriously interferes with the effective operation of the business or creates a conflict with a more senior employee's PTO schedule.

Employees with greater than two (2) years seniority may request up to three (3) days of unpaid personal leave. Employees must request prior approval based upon the needs of the business and such requests will not be unreasonably denied.

ARTICLE 11 -- Health and Welfare Plan

Prior to July 1st, 2013

It is agreed that the Company will finance a Health and Welfare Plan to include the benefits enumerated below beginning the first (1st) day of the month after an employee has completed ninety (90) days of service:

- A. Life Insurance, \$10,000.00.
- B. Accidental Death, Dismemberment and Loss of Sight \$10,000.00.
- C. Sickness or Accident Weekly Benefits: Covers non-occupational accidents only. Accidents arising out of or in the course of employment with the Company, or accidents occurring on an employee's outside job, for which the employee is eligible for benefits under any Worker's Compensation Law, are not covered by these benefits.

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

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

Sickness benefits are to start the third (3rd) calendar day. Provided further, that if an employee is sick for at least five (5) consecutive days, the employee will be paid Sickness Benefits per the schedule below for the first (1st) day of the absence. Maximum payment will be ten (10) weeks, except that maximum payment of fifteen (15) weeks shall be allowed for employees who are hospitalized or totally incapacitated for a period in excess of ten (10) weeks. Eligible employees may use annual leave or sick leave in place of Sickness and Accident Benefits.

Schedule of Weekly Benefits

Full time employees	\$215.00/week
Part time employees	\$165.00/week

Coverage is up to fifteen (15) weeks of total disability

- D. Hospital and Surgical Medical Benefits: The Hospital and Surgical Medical benefits and their costs are described in Exhibit C.

- E. All health insurance payments will be deducted from employee paychecks pre-tax.
- F. The Company agrees to contribute twenty-three cents (\$.23) per employee hour actually worked to participate in the Local 23 Dental Care Fund.
- G. The Company agrees to contribute six cents (\$.06) per employee hour actually worked to participate in the Local 23 Optical Care Fund.
- H. The Company agrees to contribute six cents (\$.06) per employee hour actually worked to participate in the Local 23 Educational Fund.
- I. The Company agrees to contribute two and one-half cents (\$.025) per employee hour actually worked to participate in the Local 23 Retention Fund.
- J. The Company agrees to contribute nineteen cents (\$.19) per employee hour actually worked to the Local 23 pension fund.
- K. If the trustees vote to increase the Trust Fund required contributions, the Company and the Union agree to re-open the contract to increase such funds required contribution. No other terms and conditions of employment shall be reopened except by mutual agreement of the parties.

Beginning July 1, 2013

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

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

Section 2. General Provisions:

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as an employee who regularly works twenty (20) hours or more 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.

Section 3. Monthly Employer Contributions:

(A) Medical/Dental/Vision

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

Effective Date	Single	Single Plus One	Family
7/1/13	\$532.16	\$1,032.37	\$1,545.81
1/1/14	\$535.13	\$1,038.31	\$1,557.91

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

Effective January 1st of each year, beginning on January 1st, 2015, the Employer shall have the unilaterally right to re-open the Collective Bargaining Agreement for the purpose of bargaining over health care, by sending a certified letter of thirty day notice to the President of UNITE HERE Local 23.

(B) Short Term Disability (STD)

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

STD for 26 weeks

Effective Date	Rate
7/1/13	\$16.50
1/1/14	\$16.50

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

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

Effective Date	Rate
7/1/13	\$1.98
1/1/14	\$1.98

Section 4. Employee Co-premium:

The Employer will deduct 10% of said monthly coverage contributions from employees' paychecks for single coverage and 20% of said coverage contributions for plus one and family coverage. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees who have paid their portion of the contribution.

The employee share of the premium will be deducted bi-weekly through payroll deduction. The employee's bi-weekly deduction will be calculated based on the total annual amount owed by the employee divided by twenty-six (26).

Section 5. Election, Enrollment and Waiver:

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

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

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

Section 6. Local 32 & Employers Benefits Fund

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

All Locations	2/1/2013	2/1/2014	2/1/2015	2/1/2016
Education	\$0.07	\$0.07	\$0.07	\$0.07

Pension Contributions

Location	4/1/2013	1/1/2014	1/1/2015	1/1/2016
Government Cafeterias	\$0.27	\$0.29	\$0.30	\$0.32

Prior to July 1, 2013, and excluding any changes listed above, the Employer will contribute to the Local 32 Employers' Benefit Fund and Pension Fund under the terms of the prior Agreement. Effective July 1, 2013 all contributions to any Fund not called for in this Agreement will cease.

Notwithstanding any other provision of this Section and subject to appropriate Local 32 & Employers Benefits Fund Trustee approval, the Employer shall not be obligated to make the monthly contributions which would otherwise be required under this Section 6 for eligible employees in the months of April and May 2013. The Employer agrees to continue to submit the usual required monthly report of eligible employees to the Fund for [that month/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.

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

ARTICLE 12 -- Maternity and Extended Leave

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

applicable law, to care for a sick family member, a new born or newly adopted or fostered child. During such leave an employee shall suffer no loss in seniority. Such employee shall be entitled to reinstatement to his former job and classification unless his right to reinstatement has been eliminated by the layoffs procedure in Article XIV of this Agreement.

During the employee's leave the Company shall continue to provide him with health insurance. The employee shall be responsible for making his normal co-pay the first (1st) of each month toward the premium.

- D. In order to be eligible for this leave an employee must have worked for the Company for a total of twelve (12) months or more and have worked at least one-thousand two-hundred and fifty (1250) hours during the twelve (12) months preceding the leave.
- E. The Company agrees that employees with at least two (2) years of seniority shall receive, upon request, one (1) leave of absence without pay for up to thirty (30) days per year, for compelling personal reasons which are not covered under A, B or C of this Article, provided that such leave will not adversely affect the operation of the unit. Employees shall fill out leave forms specifying the date of return, and may not work or apply for unemployment compensation during such leave. If employees wish to continue their health insurance coverage they are required to pay the full premium cost on the first (1st) of each month. Employees shall continue to accrue seniority during such leave. Such employee shall be entitled to reinstatement to his former job and classification unless his right to reinstatement has been eliminated by the layoffs procedure in Article XIV of this Agreement.
- F. 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 Company's legitimate business needs. The employee shall give a minimum of fourteen (14) calendar days notice of such request. Such leave shall not exceed twelve (12) months. No more than two (2) employees from the bargaining unit may be on such leave at a time. The Company shall continue to pay for the employee's benefits during such leave provided that the Union and/or the employee reimburses the Company in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Company will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

ARTICLE 13 -- Funeral Leave

- A. In the event of death in the immediate family of an employee requiring such employee to be absent from work, such employee shall be allowed pay at his base rate for the amount of time lost which is reasonable and necessary under the circumstances; but in no event shall such absence with pay exceed three (3) consecutive working days.
- B. For the purpose of this section, immediate family shall be defined to include only; legal guardian, grandparents, step parent, spouse, child, father, mother, brother, or sister 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 14 -- Layoffs

In the event the Company finds it necessary to layoff employees due to insufficient work, such layoff within the particular classification shall be on the basis of seniority under this collective bargaining agreement; i.e., the employee on duty in the classification in which the reduction is being made having the shorter period of continuous service under this collective bargaining agreement shall be laid off before any other employee having a longer period of continuous service under this collective bargaining agreement. However, such a laid off employee shall have the option of accepting a job in an equal or lower classification based on seniority with the Company. Employees with fewer than two (2) years seniority may bump within their current location only. Employees with two (2) or more years seniority may bump into any location covered by this Agreement (Exhibit A). In order for an employee to bump into the cashier classification, said employee must have two-hundred and forty (240) hours of successful experience in that classification and be currently able to perform the job.

Employees with less than twenty-four (24) months of continuous service under this collective bargaining agreement will be given no less than five (5) calendar days notice of any layoffs or separation because of a decrease in business or discontinuance of any unit, except in cases where the Company does not receive sufficient notice from the Federal Authorities regarding the closing of a cafeteria or removal of personnel from a building which would result in a sudden decline in business.

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

ARTICLE 15 -- Transfers

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

ARTICLE 16 -- Promotions & Job Postings

In granting employees promotions, increases in hours of work, including extra work and opportunities to train for higher classified jobs, the Company agrees to give preference to employees possessing the greater seniority who are qualified and able to do the job. In units where work is regularly scheduled on Saturdays, Sundays or evenings, employees will perform such work on a voluntary basis or on a reverse seniority basis if there are no volunteers.

In the event of a promotion the employee may have the right, within fifteen days (15) from the date of the move to return to their prior position without loss of seniority or other benefits.

The Company will post all new job vacancies that occur in the units covered by this agreement, in all of the units covered by this agreement, for no less than five (5) working days. The union will be notified, by fax or email, of new job vacancies prior to posting. A temporary employee will not be hired as a permanent replacement until the job has been posted for the requisite five (5) days and all bargaining unit applicants given fair consideration. A temporary employee will not be employed for greater than thirty (30) days.

ARTICLE 17 -- Union Activity

The Union agrees to comply with Government Building Regulations governing the posting of Union notices and the distribution of other Union literature on the Company's premises. No Union meetings involving employees, including Shop Stewards, will be permitted during working hours without the approval of management.

Section 2. 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.

Section 3. An authorized representative of the Union will make reasonable attempts to notify the General Manager or authorized designee in advance of arriving on the Employer's or client's premises of their desire to visit. Upon arrival on the Employer's or client's premises, the Union accredited representative will make a reasonable attempt to notify the General Manager or authorized designee, in person, of his/her presence prior to having a discussion with any employee. Such visitation shall not interfere with the work of the employees or the service to the customers of the Employer and will follow the client's security regulations.

Section 4. Shop Stewards will be granted two days off without pay to attend union trainings and conferences each year.

Section 5. The Employer shall permit the Union the reasonable use of (a) bulletin board(s) for the purpose of posting information. Copies of postings shall be provided to the Unit Manager at the time of posting and shall not be, defamatory, or disparaging toward the Employer or the Employer's client(s).

Section 6. Employees shall be permitted to wear one union button while performing their duties, provided the button is not, defamatory, or disparaging toward the Employer or the Employer's client.

ARTICLE 18 -- Discipline, Discharge and Suspension

- A. No employee shall be suspended or discharged for Union activities, but no Union activities shall be permitted within working hours. No employee shall be suspended or discharged without just cause. Nothing herein shall be construed as limiting the Company's right to suspend or discharge an employee for cause. All disciplinary notices shall expire after eighteen (18) months and will not be used in any proceeding. All disciplinary notices shall be issued to employees within five (5) employee working days of the event that gave rise to the disciplinary action or in cases where the Company could not have known about the conduct at the time it occurred, within five (5) employee working days of the date the manager had knowledge of such event.

All disciplinary notices will be given to the Shop Stewards who may use the Company's equipment to FAX the notices to the Union office.

- B. Where there is a deficiency in an employee's work performance, the Company agrees to meet with the employee to discuss the matter and offer ways for the employee to improve his performance prior to any disciplinary action being taken.
- C. Any grievance which arises concerning suspension or discharges shall be handled in accordance with the provisions for Grievance Procedure and Arbitration, Section XXV and XXVI of this Agreement, with the following exceptions which shall not be subject to 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.
- D. When a Shopper's Report results in a written disciplinary notice, the President or Executive Secretary/Treasurer of the local Union, subsequent to the second stage of the grievance procedure, shall have the right to meet with and interview the shopper at a mutually agreeable time and place. The Vice President of Human Resources, or his designee, shall also have the right to attend the meeting.
- E. The Company agrees that once each calendar year all employees, upon request, may view the contents of their personnel file, with the exception of documents related to the employee's health and citizenship status. Employees may have a Shop Steward when they view the contents of their file.

ARTICLE 19 -- Meals and Name Badges

- A. The Company agrees that all employees shall receive one warm 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 the 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.

- C. Each employee meal must be taken through the cash line and rung up, and the employee must sign the meal ticket. Although employees are permitted to leave the unit during their meal break, employee meals must be consumed on the unit premises.
- D. Employees shall have the choice of using their first or last name, and the choice of using the title Mr., Mrs., Ms., or Miss on their name badge; provided however, that if employees choose to use only their first or last name, they must also use the accompanying initial.

ARTICLE 20 -- Union Security

A. Good standing membership in the Union shall be a condition of employment with the Employer for all bargaining unit employees who have such membership on the date of execution of this Agreement; it shall also be a condition of employment with the Employer for all other bargaining unit employees on and after the thirtieth (30th) day following the execution or effective date of this Agreement, or on or after the thirtieth (30th) day following the beginning of their employment, whichever is the later.

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. In the event that Section A may not be lawfully applied, all employees shall be informed by the Employer of the existence of this Agreement. The parties agree that the following Joint Statement shall be read or provided to employees at new employee orientation and posted in the workplace: "All employees of GSI are covered under a collective bargaining agreement between GSI and UNITE HERE. 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 _____."

D. To simplify the Employer's and the Union's administration of this Section, the Employer shall upon the hiring of new employees provide each employee an application for union membership and dues check off authorization form. The Employer shall remit the completed forms to the union monthly. All new employees shall be entitled to receive an unpaid fifteen (15)-minute orientation provided by the Union at the end of each new hire orientation session.

ARTICLE 21 – Checkoff

A. The Company agrees to deduct bi-weekly, if the Company's payroll system permits, from the wage of each employee who so authorizes such deduction, the amount of regular initiation fees and monthly Union dues as certified to the Company by the Secretary/Treasurer of the Union. Except for the deduction of fees other than dues, the Company 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 Company shall remit each month to the Union, the amount of the deductions made for that particular month including initiation 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 be in an electronic space de-limited format and indicate all official personnel actions that result in a change of 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 the deductions are made. The Parties agree that they shall continue to meet and confer regarding the implementation of methods and processes that will improve the efficiency of compiling and transmitting information relevant to such deductions, including doing so electronically if possible.

C. The Union shall hold harmless the Company from any and all claims that may arise out of the Company'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 in a flat dollar amount specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least 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) 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. The parties acknowledge that the Company's cost of administration of this PAC payroll deduction have been taken into account by the parties in the negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement.

ARTICLE 22 -- Selection of Employees

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

ARTICLE 23 – No Strike or Work Stoppage

A. **No Strikes or Other Interference.** The Union agrees that there will be no strikes (whether general, sympathetic, or otherwise), walkouts, stoppages of work, sit-downs or slow-downs, picketing, or any other direct interference with the activities or operations of the Employer during the life of this Agreement. In the event any of these actions are 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. **Lockouts.** The Employer agrees not to conduct a lockout during the life of this Agreement.

C. **Union's Best Efforts.** The Union agrees that, in the event of any violation of Section A of this Article, the Union will use its best efforts to cause such violation to cease and to cause work to fully resume.

ARTICLE 24 -- Agreements

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

ARTICLE 25 -- 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 General Manager within ten (10) calendar days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. The grievance shall set forth the alleged facts of the grievance, the specific Article(s) and Section(s) alleged to have been violated, and the remedy that is being sought. The General Manager shall provide a written response within seven (7) calendar days after receipt of the grievance.

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

If the grievance is not resolved after the procedures in Step 2 have been completed, the parties 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.

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

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

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

D. The time constraints that refer to any step of this procedure may be extended by mutual written agreement of the Employer and the Union. Any reasonable request made before the expiration of the time limit to be extended shall be honored by the Employer and the Union. Failure to file a grievance or to proceed to the next step within the prescribed time limits shall constitute a waiver of all rights to grieve and arbitrate such matters.

E. Grievances concerning disciplinary suspensions or discharges may be submitted at the second step of the grievance procedure.

F. 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.

G. Should the grievance not be resolved at the existing step or should there be no response from the Employer within the specified time limits, the grievance may be carried to the next step.

H. To facilitate the efficient and timely administration of this article, Union and Employer 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 26 -- Mediation

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

must be shared prior to the mediation meeting. The request should be signed and dated by both parties.

A. Mediation shall be held within thirty (30) calendar days of the written request, using the Federal Mediation and Conciliation service in accordance with their rules.

B. Mediation shall consist of the grieving employee, the manager involved in the dispute (if they are still employed by the Company), one (1) management representative, and one (1) union representative plus a neutral mediator who shall act as Chairman. The Chairman shall mediate the dispute in an attempt to have the parties reach a settlement. When no longer working for the Company the manager involved in the dispute may participate by telephone.

C. Mediation shall be governed by the following rules:

1. The grievant shall have a right to be present at mediation.
2. The manager/supervisor, or the company's designee, shall have a right to be present at mediation.
3. Each party shall have one (1) principal spokesperson.
4. Outside lawyers or consultants shall not participate in the mediation.
5. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing.
6. Proceedings shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance procedure. The rules of evidence shall not apply and no formal record of the mediation shall be made.
7. The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution of a grievance.
8. The mediator shall have no power to alter or amend the terms of the Collective Bargaining Agreement
9. The cost of the mediator shall be split equally between the Company and the Union.

D. In the event agreement is not reached during mediation either party may request arbitration according to the steps in Article XV.

ARTICLE 27 -- Severance Pay

It is agreed that any employee sixty (60) years of age or over who is forced to retire because of physical disability shall receive severance pay as follows:

5-10 years continuous service	\$100.00
10-15 years continuous service	\$250.00
15-20 years continuous service	\$300.00
20 or more years continuous service	\$350.00

The provisions of this section are not applicable to employees working as clerks or cashiers.

It is further understood that the such severance pay shall be given in addition to any money received in accordance with the Company's existing retirement policy.

It is further understood that the Company may request collective bargaining on any or all of the provisions of this Article at any time during the duration of this Agreement upon the giving of thirty (30) days written notice to the Union to that effect.

ARTICLE 28 -- Jury Duty

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

ARTICLE 29 -- Absence Due To Illness

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

ARTICLE 30 -- Immigration Rights

A, The Employer agrees to work with all legal immigrants to provide the opportunity to gain extensions, continuations or other status required by the Immigration and Naturalization Service without having to take leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave for a period of up to 60 calendar days and return the employee to work with no loss of seniority. All of the above shall be in compliance with existing laws. Benefits shall not continue to accrue under this or any leave except as required by law.

B.

a) 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) The Employer shall notify the Union in writing 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.

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 the SSA's records, the Employer agrees to the following:

1. The Employer agrees that it will not take and 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 a new I-9 form, or provide new or additional proof of work authorization or immigration status, solely as a result of the receipt of a no-match letter, and

3. The Employer agrees not to contact the SSA or any other governmental agency, solely as a result of receiving a no-match from the SSA.

d) Seniority for immigration related issues.

1. In the event that an employee is not authorized to work in the United States following his or her probationary period and his or her employment is terminated for this reason, and the employee subsequently corrects the problem within 365

calendar days, the employee shall be rehired into the next available position seniority reinstated, at a rate including any raises he/she would have received in the interim. The parties agree that this provision does not apply to circumstances wherein the employee has falsified Company documents.

e) **Workplace immigration enforcement. The Employer shall:**

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

f) **Re-verification of status**

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

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

D. 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.

E. **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.

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

1. The parties recognize that many recent immigrant workers are employed by the Employer, and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their choice among themselves where such use does not adversely affect the operation, work performance, co-worker morale or customer service levels.

2. The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English and will consider reasonable recommendations of the labor management committee to accomplish this.

3. If a substantial number of employees at the unit have a primary language other than English, the Employer will take reasonable steps, where practical, to post significant notices in both English and the predominant non-English language. If management cannot communicate effectively with an employee, the Employer will allow, on a limited basis, upon request and if available, an employee translator from the bargaining unit chosen by the employee to facilitate communications, provided the individual is on the premises at the time requested

ARTICLE 31 – Shop Stewards

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

B. 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.

C. A Steward may request to be released from his/her regular duties to investigate grievances on Company 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.

D. 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.

E. Upon the Union's request and subject to the Employer's business requirements, union members serving as stewards or alternate stewards under this contract shall be granted special training leaves to attend group trainings provided by the union. The size of the group attending such training will be subject to business needs of the Employer but shall not be less than half (1/2) the number of stewards provided for in this contract, and the time period for such group training leave shall not exceed two (2) days in any month or four (4) days in any year. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact at the attendees' absence on the Employer's business, and will provide the Employer with as much notice as is practicable, which in any event shall not be less than five (5) working days.

F. The Union may appoint one (1) of the stewards as a "Chief" steward for each location.

H. 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 32 -- No Reduction

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

ARTICLE 33 -- Safety

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

B. A Joint Safety and Health Committee ("Committee") will be established. The committee will be composed of no more than three (3) union members from all bargaining units selected by the Union and up to three (3) members of management selected by the Employer, the actual size of which shall be mutually agreed upon based upon considerations of the size and complexity of the unit. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Employer will coordinate the meetings of the Committee. This Committee will meet monthly. The Employer will consider all of the recommendations from the Committee in good faith. Employees shall be paid at their regular hourly rate for time spent at health and safety committee meetings.

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

ARTICLE 24 -- Management of the Business

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

ARTICLE 35 -- Non-Discrimination

The Company and the Union mutually agree that there will be no discrimination based upon an employee's race, color, religion, national origin, age, gender, disability, or status as a veteran. The use of the masculine gender pronoun in this Agreement shall be construed as including the feminine pronoun or gender as well, except where a bona fide occupational requirement exists.

ARTICLE 36 -- No Harassment

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

ARTICLE 37 -- Labor Management Committee

A. 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.

ARTICLE 38 – Dignity and Respect

The Union and the Company recognize that all employees including management and union employees, are professional employees deserving of respect and dignity. The parties agree that the continued success and operation of the Company's establishment is dependent upon their mutual respect for one another. The Union, the Company and the union employees will work together to honor the principles of respect and dignity.

ARTICLE 39 -- Duration of the Agreement

This Agreement shall be effective as of February 1, 2011 and shall be in force and effective until midnight, July 31, 2016 and thereafter shall continue from year to year unless either party gives notice in writing of its desire to negotiate a new Agreement sixty (60) days prior to July 31, 2016, or sixty (60) days prior to any annual period following the above latter date ending July 31st.

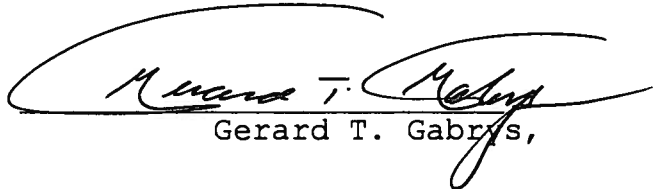
IN WITNESS WHEREOF, Guest Services, Inc., has caused this Agreement to be executed in its Corporate name, and on its behalf by the Chief Executive Officer and Vice President of Human Resources; and Local 23, UNITEHERE, has caused this Agreement to be signed for and on its behalf by its Lead Organizer, on the day and year first above written.

LOCAL 23, Unite Here
INCORPORATED

GUEST SERVICES,



Charles Hendricks, Lead Organizer
Chief Executive Officer



Gerard T. Gabrys,

6/14/13
Date

Date

Resources

Richard Hirsch, VP of Human

Date

Date

Date

Date

EXHIBIT A

Walter Reed National Medical Center	3025
ROB	3530

EXHIBIT B

Ratification Bonus

All employees on the payroll as of the date of ratification shall receive a one time lump sum payment of \$500.00 less applicable taxes within fourteen days of the date of ratification.

Job Classifications & Rates of Pay

JOB RATE	Upon Ratification	10/1/13	4/1/14	10/1/14	4/1/15	10/1/15	4/1/16
	\$0.50	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Section B	\$14.19	\$14.44	\$14.69	\$14.94	\$15.19	\$15.44	\$15.69
Baker							
Section C	\$14.06	\$14.31	\$14.56	\$14.81	\$15.06	\$15.31	\$15.56
Cook							
Section D	\$13.50	\$13.75	\$14.00	\$14.25	\$14.50	\$14.75	\$15.00
Cashier Junior Cook Coffee Cart Attendant							
Section E	\$13.66	\$13.81	\$14.06	\$14.31	\$14.56	\$14.81	\$15.06
Storeroom Person							
Section F	\$13.45	\$13.70	\$13.95	\$14.20	\$14.45	\$14.70	\$14.95
Sales Attendant Sanitation Spec. Waitstaff (non-tipped)							
NEW HIRE RATE	Upon Ratification	10/1/13	4/1/14	10/1/14	4/1/15	10/1/15	4/1/16
	\$0.50	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Section D-1	\$11.10	\$11.35	\$11.60	\$11.85	\$12.10	\$12.35	\$12.60
Cashier Junior Cook Coffee Cart Attendant							
Section E-1	\$11.26	\$11.51	\$11.76	\$12.01	\$12.26	\$12.51	\$12.76
Storeroom Person							
Section F-1	\$10.60	\$10.85	\$11.10	\$11.35	\$11.60	\$11.85	\$12.10
Sales Attendant Sanitation Spec. Waitstaff (non-tipped)							

Exhibit C - Health Care Prior to July 1, 2013

HMO Signature

Covered Services:	In Only
Deductible	N/A
Out Of Pocket Maximum	\$3,500 Single \$9,400 Family
Office Visit Copay	\$15 PCP \$20 Specialist
Inpatient Hospital	\$250 copay
Lab & Radiology	\$0 copay
Emergency Services	\$100 copay
Rx Copay:	Plan Pharmacy
* Generic	\$15
* Preferred Brand	\$25
* Non-Preferred Brand	\$40
	Participating Network Pharmacy
* Generic	\$20
* Preferred Brand	\$45
* Non-Preferred Brand	\$60
	Mail Order
* Generic	\$13
* Preferred Brand	\$23
* Non-Preferred Brand	\$38

Health Care Premiums for 2008

Tier	Monthly Premium Total	Monthly Company Contribution	Monthly Employee Contribution	Employee Biweekly
Employee	423.88	343.71	80.17	37.00
Employee + 1	819.06	658.73	160.33	74.00
Family	1,202.92	961.55	241.37	111.40

Eighty percent (80%) of future premium increases will be paid by the Company and twenty percent (20%) by the employee.

SIDE LETTER OF AGREEMENT
between
Guest Services, Inc.
and
Local 23, Unite Here
for
Walter Reed National Medical Center
February 1, 2011 to July 31, 2016

The parties agree to the following terms and conditions:

1. Walter Reed National Medical Center employees may not bump into other locations covered by the labor agreement nor may employees in other locations bump into the Walter Reed National Medical Center building.

2. Walter Reed National Medical Center employees' years of service with the prior contractor are counted in determining the amount of annual leave they can earn under the leave schedule in this contract. Prior service also counts toward service recognition.

3. New hire rates shall be as follows:

Ratification Bonus

All employees on the payroll as of the date of ratification shall receive a one time lump sum payment of \$500.00 less applicable taxes within fourteen days of the date of ratification.

Job Classifications & Rates of Pay

JOB RATE	Upon Ratification	10/1/13	4/1/14	10/1/14	4/1/15	10/1/15	4/1/16
Across the board	\$0.50	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Cook	\$12.30	\$12.55	\$12.80	\$13.05	\$13.30	\$13.55	\$13.80
Junior Cook	\$11.40	\$11.65	\$11.90	\$12.15	\$12.40	\$12.65	\$12.90
Cashier	\$11.40	\$11.65	\$11.90	\$12.15	\$12.40	\$12.65	\$12.90
Sales Attendant	\$11.30	\$11.55	\$11.80	\$12.05	\$12.30	\$12.55	\$12.80
Food Prep	\$11.30	\$11.55	\$11.80	\$12.05	\$12.30	\$12.55	\$12.80
Sanitation Specialist	\$11.30	\$11.55	\$11.80	\$12.05	\$12.30	\$12.55	\$12.80