

Collective Bargaining Agreement

Between

RESTAURANT ASSOCIATES

A Division of Compass Group Americas Division, The Americas

Operating at

House of Representatives

House Restaurant System

and

UNITE HERE, Local 23

Term of Agreement: June 1, 2013 to May 31, 2017

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AGREEMENT

THIS AGREEMENT made and entered into as of the twenty third day of May 1, 2013 by and between Restaurant Associates a Division of Compass Group hereinafter called the "Company", and UNITE HERE, Local 23, AFL-CIO hereinafter called the "Union", and in consideration of the mutual promises herein made, the parties agree as follows:

Article 1 -- Scope of Agreement

The Company recognizes the union as the exclusive collective bargaining agent of each of its regular full time and regular part-time employees at the House Restaurant System. Specifically excluded from the bargaining unit are students, casual employees, office clerical employees, guards, watch persons, professional employees, management trainees and supervisors as defined in the Act as amended.

It is agreed that the use of students, management trainees or casual employees will not displace bargaining unit employees or positions.

Article 2 -- Duration of Agreement

This Agreement shall be effective as of June 1, 2013 and shall be in force and effective until midnight, May 31, 2017 and thereafter shall continue from year to year unless either party gives notice in writing of its desire to negotiate a new Agreement sixty (60) days prior to May 31, 2017 or sixty (60) days prior to any annual period following the above latter date ending May 31. If the parties have not agreed between themselves by May 31, 2017, they agree to then invoke the services of the Federal Mediation and Conciliation Service.

Article 3 -- Wages

The hourly wage rates for employees are shown in Schedule A and are minimum rates of hire.

Pay discrepancies promptly brought to the Company's attention shall be rectified within forty-eight (48) hours (except holidays and weekends), and except where the Company has a good faith doubt regarding the validity of the claimed discrepancy.

The employer may increase an employee's rate of pay at any time during the life of this agreement.

All compensation, whatever its source, shall be taxed at the employee's regular tax rate unless not permissible under the law.

Payday: Paychecks will be distributed by 10:00am on payday. On a quarterly basis and/or upon request by the employee, the Company will provide the employees with their vacation and sick leave balances.

Article 4 -- Classification

- A. Attached to this Agreement as Schedule A, 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. Any new classification or pay rate change, other than those covered in this Agreement, shall be negotiated by the Parties within a thirty (30) day period. Should the Company determine to add any additional classifications within the scope of the bargaining unit, the Company will notify the Union and provide it with both a job description for the classification and the initial wage rate. If the Union invokes its right to negotiate over the wage rate, the parties will meet for that purpose.
- B. In the event that an employee has been improperly classified, the Company agrees to pay the new rate as of the first day of the first pay period after the parties agree that the rate was incorrect. In no event may any claim for retro-active pay under this section exceed ninety (90) work days.
- C. All substitutions on a higher classified job shall be paid for at the rate of the higher classified job provided the substitution is for at least one (1) hour.
- D. 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.
- E. In the event any increases in pay are granted to any of the employees covered by this Agreement, the Company agrees to notify the Union of the increases made and the names of the employees who benefited from them.
- F. The Company may use supervisory employees to perform unit work during training or emergencies, which may negatively affect service, such as absences or during peak times, so long as it does not result in the displacement of bargaining unit employees or positions.
- G. Employees shall be scheduled for not fewer than four (4) hours during any scheduled work day and an employer shall not be released from duty because of a lack of work in fewer than four (4) hours without the employees agreement.
- H. Any employee assigned as a Lead, including assignments to train by the Company,

whether permanently or for a specified period of time, shall receive not less than one (\$1.00) dollar per hour more than the classification rate. Among the responsibilities of a designated Lead is to provide training to other employees. Nothing in this language shall preclude Company management from providing such training.

Article 5 -- Probationary Period

A. Newly appointed associates shall serve a probationary period of thirty (30) days. Management, in its sole discretion, may extend the probationary period for an additional thirty (30) days. The Union will be notified by letter of any extensions made prior to the end of the initial thirty (30) day period by fax. During the probationary period, the associate may be removed from his or her position for any reason and without prior notice or recourse to the arbitration provisions of this contract.

B. New Employee Orientation. The Employer shall give the Union the opportunity upon completion of the probationary period a thirty minute (30) un- paid period of time mutually scheduled in the Employer's facilities to give new employees information about the Union, this Collective Bargaining Agreement, and the benefit programs under the Agreement and a list of the Leadership Committee Members.

C. New employees receive fifty cent (\$.50) per hour less than the minimum wage rate on Schedule A. Starting with the first of the month following six (6) months employment, these employees shall receive a twenty-five cents (\$.25) per hour increase. After one year of employment, an employee will be raised to Schedule "A" rates.

Article 6 -- Hours of Work and Overtime Pay

A. The workweek of employees covered by this Agreement shall run from 12:00 a.m. on Friday to 11:59 p.m. on Thursday, and shall consist of forty (40) hours in any five (5) consecutive days of no more than eight hours per day during the workweek. However, employees may work a sixth (6) or seventh (7) consecutive day on a voluntary basis. All work performed in excess of eight hours in any one day, or forty hours in any one workweek, shall be considered overtime work, except where the employee and the Company agree to a forty hour week that includes ten (10) hour days, in which case, overtime for such employee shall be in excess of ten (10) hours in any one day or forty (40) hours per week. Overtime work shall be compensated at the rate of one and one-half 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. The Company will maintain a minimum of fifty (50) schedules of five (5) consecutive days and forty (40) paid hours, including a one half hour unpaid meal period, when the House of Representatives is in session and shall maintain or increase the number of such positions as are consistent with its business needs. As such positions become available, either through a vacancy or the creation of a new position,

the positions will be awarded consistent with the provisions of Article 15. The Company and the Union agree that the Employer will grant those employees with greater seniority the opportunity to 35-40 hour schedules, pursuant to the Employer's established scheduling practice.

C. Overtime will be offered by seniority and classification within each separate operating unit. The separate operating units will be defined as the Longworth Building, Capitol/Cannon Building, Rayburn Building or other buildings in the event the Restaurant House System expands its operations on the Hill with the Company. In the event the senior employees turn down the opportunity to work such overtime, the junior employee in the classification where the overtime is needed will be required to work such overtime.

D. Schedules for all classifications for the next scheduled week will be posted no later than 2pm on Tuesday afternoon at their respective work location, before the following scheduled week begins (on Friday).

E. If an absence is known at least eight (8) hours in advance and management has determined that the vacancy should be filled, the vacancy will be filled by calling in an unscheduled employee from within the operating unit (defined in Article 6) who will not incur an overtime premium first, followed by calling in an employee from within the operating unit who will incur an overtime premium prior to the use of temporary employment agencies.

F. During layoff periods, schedules for every location that is open will be posted at each location being operated by the Employer.

Article 7 -- Holidays and Holiday Pay

A. The following days shall be considered holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas

B. In the event a holiday falls on a day employees are not normally scheduled to work, they will not be paid unless the government officially designates another regular working day as the holiday. Otherwise, employees shall receive their current base rate of pay for the above holidays, provided they satisfy all of the following conditions:

- 1) To be eligible for holiday pay, the employee must work on (1) his last scheduled workday before the holiday, and (2) his first scheduled workday after the holidays, excluding documented hospitalization.
- 2) New employees must have completed their probationary period in order to qualify for holiday pay.
- 3) 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.
- 4) Employees laid off during shutdowns of fifteen (15) days or less shall be paid holiday pay. Employees laid off during a temporary shutdown of more than fifteen (15) working days duration will not be paid holiday pay for holidays which occur during the shutdown period.

Article 8 -- Annual Leave

Employees accrue and receive paid Annual Leave, based on hours worked, as follows:**

Years of Service	Annual Leave	Accrual Rate
One (1) Year	Five (5) Days	0.416 Days per month
Two (2) – Eight (8) Years	Ten (10) Days	0.833 Days per Month
Nine (9) – Fifteen (15) Year	Fifteen (15) Days	1.25 Days per Month
Sixteen (16) or more Years	Twenty (20) Days	2.083 Days per Month

B. Annual leave earned must be used during the following calendar year from January 1 through December 31, or forfeited.

C. The annual leave year shall be from January 1 through December 31, and the annual leave schedule for the entire year shall be posted and bid by March 1 in each operation. Bids shall be granted by operating unit seniority and shall be granted consistent with the operational needs of the Employer. Annual leave schedules will be posted by April 1 and no change can be made on the basis of seniority. Employees who have not bid indicating a preference will be required to arrange an annual leave period agreeable to the business schedules of the Employer.

D. If an employee reaches the next level of vacation entitlement at a date later than January 1st of each calendar year, the increased entitlement shall be prorated for that first calendar year based on the number of months remaining in that calendar year.

E. Time off based on Congress being out of session and on vacation shall be

counted as time worked for purposes of calculating the above accrual.

**Appropriate accrual rate to be applied to grandfathered associates annual leave. (See Side letter).

Article 9 -- Health and Welfare Plan

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

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

B. General Provisions:

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

The Employer will begin making contributions to the Fund for eligible employees on the first of the month following the completion of sixty (60) days of employment.

C. Monthly Employer Contributions:

(1) 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
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9/1/13	\$532.16	\$1,032.37	\$1,545.81
1/1/14	\$535.13	\$1,038.31	\$1,557.91

Effective 9/1/13 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.

(2) 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
5/1/13	\$16.50
1/1/14	\$16.50

(3) 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
5/1/13	\$1.98
1/1/14	\$1.98

D. Employee Co-premium:

The Employer will deduct 10% of said coverage contributions from employees' paychecks on a monthly basis for single coverage and 10% of said coverage contributions for plus one and 10% for 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.

E. Election, Enrollment and Waiver:

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

The parties agree that an employee may only change his or her enrollment election

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

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

F. Local 32 & Employers Benefits Fund

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

	12/01/13	12/1/2014	12/1/2015	12/1/2016
Education	\$0.07	\$0.07	\$0.07	\$0.07
Pension	\$0.80	\$0.85	\$0.90	\$0.95

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 March and April 2013, except for the Pension Fund. 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.

Prior to September 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 September 1, 2013 all contributions to any Fund not called for in this Agreement will cease.

G. 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.

1. 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;
2. 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;
3. 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;
4. Only those employees who are eligible to participate in the UNITE HERE HEALTH Food Service Plan will be required to attend;
5. Employees attending such meeting will be paid at their normal hourly rate;
6. The meeting will be run by staff from UNITE HERE HEALTH and/or the Union.
7. 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;
8. 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 10 -- Sick Leave

- A. Employees shall accrue sick leave at the rate of on-half (1/2) day per month to a maximum of six (6) days per year.
- B. Such sick leave shall be available only as actually earned and may be used only with respect to scheduled work days. Sick leave may be used in half days as well as whole days.
- C. Unused sick leave may be carried over to the following year but in no event shall an employee accrue more than eighteen (18) days.
- D. Sick days may be used for the employee's own injury or illness, or the injury, illness or medical appointments of a spouse, domestic partner, or dependent.
- E. Each calendar year, the use of an employee's paid sick days shall not count towards the Employer's time and attendance policy. This includes consecutive day absences in which some of the days were not paid sick days.
- F. Absences taken pursuant to leave under the Family and Medical leave Act (or District of Columbia FMLA) shall not count toward the employee's attendance policy.

Article 11 -- Leave of Absence

A. Upon written notice to the Employer, an employee with at least twelve (12) months of service may apply for a personal leave of absence of up to sixty (60) days. An employee must submit a written request at least thirty (30) calendar days in advance however; the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended by mutual agreement of the parties in writing in advance of the conclusion of the original leave. The employee shall give a minimum of fifteen (15) days notice of such request. Employees must receive approval by the Employer for the leave; such approval will not be unreasonably withheld.

B. Medical leaves of absence, without loss of seniority (of up to twelve [12] months, or lengths of service, whichever is less), shall be granted by the Employer upon a reasonable showing by the employee of medical necessity, to care for a sick family member, a newborn or newly adopted or fostered child. A medical leave of absence, whether due to occupational or non-occupational injury or illness, may not exceed the period of time the employee is certifiable as being medically disabled from resuming work. In the event an employee medically able to return to work desires to extend the leave of absence, the employee shall notify the Employer and apply for a personal leave of absence in accordance with the requirements of this Article for personal leaves of absence.

For employees taking a medical leave of absence (including maternity leave) which is supported by a physician's statement verifying the medical need for the leave, upon showing of reasonable cause, an employee at any time may be requested to submit to a medical examination at Employer expense and upon reasonable notice. At the option of the employee, the examination may be made by a physician of his/her own choosing. In this event, the employee shall bear the expense of the examination by the physician of his/her own choosing. The results must be made available to a physician of the Employer's choosing for evaluation.

C. The continuation of insurance and the division of premium expense for insurance coverage during medical leave, shall be for up to a total of sixteen (16) weeks within one calendar year or greater if required by the guidelines of the Family and Medical Leave Act, or other applicable laws.

D. 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. Such leave shall not exceed twelve (12) months. No more than three (3) employees may be awarded such leave at a time, unless mutually agreed upon by the Parties. The company shall continue to pay for the employee's benefits during such leaves provided that the Union and/or employee reimburses the company in full for such benefits. The employee shall continue to pay their share of any benefits.

During such leave the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

E. Upon the Union's request and subject to the Employer's business requirements, union members serving as stewards, alternate stewards under this contract shall be granted special training leaves to attend group trainings provided by the union. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business, and will provide the Employer with as much notice as is practicable, which in any event shall not be less than ten (10) working days.

F. An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to current state and federal laws.

G. An employee returning from any leave shall be entitled to reinstatement to his/her position, hours and work unit unless the position has been eliminated as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in Article 14.

H. An employee may, at his/her option, utilize paid vacation during a medical leave of absence or FMLA leave of absence.

I. No leave of absence, whether medical or personal, may exceed the employee's length of service with the Employer or one (1) year, whichever period is shorter. No leave of absence for any on the job injury or illness shall exceed the employee's length of service with the Employer or twenty-four (24) months, whichever period is shorter.

J. An associate on approved leave of absence shall be provided the opportunity to maintain health and life insurance coverage at his or her own expense. The Company shall make no contributions on behalf of an associate who is on leave of absence.

Article 12 -- 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, marital partner, child, father, step parents, mother, grandparent, brother, sister, marital partner's parent, and marital partner's sibling of the employee. It is understood and agreed that the Company requires 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.

C. If the funeral is to take place more than two hundred and fifty (250) miles but less than five hundred (500) miles, an employee shall be allowed to take up to an additional two (2) unpaid days. (Sick/Personal days will be used if the employee has them available.) If the funeral is to take place more than five hundred (500) miles from where the employee works, the employee will be allowed to take up to five (5) consecutive working days of paid funeral leave.

Article 13 -- Shutdowns and Layoffs

A. Shutdowns

- 1) During a shutdown of the Company's facilities of fifteen (15) days or less, displaced employees can bump a person in the same job classification starting with the least junior employee in the classification.
- 2) If a job in the same classification is not available, the displaced employee can bump an employee in a lower classification, starting with the least junior employee in the lower classification, provided that the displaced employee has more continuous seniority in the House Restaurant System with any Company than the employee who is bumped.

B. Layoffs

- 1) An employee who is laid off can bump an employee with less seniority in the House Restaurant System with any Company in the laid off employee's job classification starting with the least senior employee in the classification.
- 2) If a job in the same classification is not available, the laid off employee can bump into a lower classification starting with the least senior employee in the lower classification, provided that the laid off employee has more continuous seniority in the House Restaurant System with any company than the employee who is bumped.
- 3) Any employee bumping into a lower classification during a permanent layoff will receive the lower classification rate of pay.

C. Bumping Process

In any bumping process the bumping employee must be able and qualified to do the work in the new job without training. The company will make every effort to coordinate with the Shop Steward(s) throughout the bumping process.

D. Termination of Seniority

Seniority shall be broken and employment terminated for the following reasons:

- 1) Voluntary quit by the employee;
- 2) Discharge for cause;
- 3) When the employee does not return from a layoff or leave of absence as scheduled pursuant to written confirmation of return to work date.
- 4) When the employee, except for vacation or written approval leave of absence, has not performed any work for the company for a period of twelve months, or;
- 5) If the employee has three (3) consecutive days of no call no show, unless failure to call is due to a documented emergency beyond the control of the employee and such emergency is not a pattern.

E. Upon notification from the client, employees shall receive a layoff letter that includes the forecasted date of return, relevant Cobra information and instructions on where to file for unemployment.

Article 14 -- Promotions & Job Postings

In granting employees bargaining unit promotions, new schedules, and 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.

Any employee filling a vacancy from one job classification to another covered by this Agreement shall be on trial and training period for the first fourteen (14) days in the classification. If at the end or any during the fourteen (14) day trial and training period the employee determines that he/she cannot do the job or if the employee asks to be returned to the prior position, such employee shall be returned to his/her former position.

The Company will post all new job vacancies in places normally visible to all employees for no less than five (5) working days and bargaining unit applicants will be given first consideration. The posting shall give the hours of the position, the unit, station, and brief description of the duties. Such employee who is interested in the job being posted will sign their name to the posting. All job postings will be faxed or e-mailed by the Shop Stewards prior to being posted and also after such posting period has elapsed, to the Union.

An employee who once held a posted classification for one year or longer and lost it through no fault of their own will be given the first opportunity to return to the Classification, provided the posting is within one (1) year of the date he or she lost the classification that is being offered. The employee is responsible for notifying management of interest in the position.

Definition of an employee who loses his/her classification through no fault of their own:

- 1) When management reduces the number of employees in a classification.
- 2) When an employee is bumped out of a classification.
- 3) When management abolishes a classification.

To be considered for a promotion, an employee must affix his or her signature to the posting they are bidding on within the five (5) posting period.

Non bargaining unit workers or weekend workers can only be considered for a vacant position after all other employees have refused the position.

Article 15 -- Union Activity

A. The Union shall have the right to designate shop stewards who shall represent the Union for the purpose of presenting and adjusting grievances. The Union shall provide the names of the Union stewards in writing to the Company within two (2) weeks of an associate being assigned as a Steward or removed as one. In the interest of carrying out this Agreement for the mutual benefit of both parties, there shall be no discrimination or intimidation against the members of the Leadership Committee for the performance of their duties in this capacity.

B. The Union shall notify the Employer of the names and departments of the Shop Steward members at each establishment."

C. Any meeting called or scheduled by the Employers and which a Shop Steward is requested or required to attend (included but not limited to meeting or interviews involving the discipline or grievance of a member of the bargaining unit) shall take place on paid time.

D. Shop Stewards may be released from their regular duties to investigate grievances on Company time. 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 with.

E. The Union, through its representatives, shall have access and the rights to visit working areas in the unit where employees covered by this Agreement are assigned during working hours. The Union agrees that it shall not interfere with any working operations and shall contact the General Manager or his/her designee upon arrival. The Union agrees to normally notify the Employer in advance, but will under all circumstances contact the General Manager or his/her designee upon arrival.

F. The Employer shall permit the Union the reasonable use of bulletin boards for the purpose of posting information. Copies shall be provided to the General Manager or his/her designee in advance of posting and shall not contain inflammatory or defamatory text toward the Employer or the Employer's client.

G. While on the job, employees may wear a Union button, so long as the wearing of such buttons does not obscure or interfere with the employee's uniform or create a safety hazard.

Article 16 -- Discharge and Suspension

A. No employee shall be suspended or discharged for Union activities, but no Union activities shall be permitted within working hours. No employee shall be suspended or discharged without just cause. Nothing herein shall be construed as limiting the Company's right to suspend or discharge an employee for cause. All disciplinary notices shall expire after twelve (12) months and will not be used in any proceeding. All disciplinary notices shall be issued to employees within three employee working days of the event that gave rise to the disciplinary action or in cases where the Company could not have known about the conduct at the time it occurred, within three employee working days of the date the manager had knowledge of such event.

B. Any grievance which arises concerning suspension or discharges shall be handled in accordance with the provisions of the Grievance Procedure and Arbitration, Sections 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.

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

D. An employee shall be permitted to have a Shop Steward or Union representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, the discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed until the employee's next shift.

E. Attendance and lateness issues shall be considered on a separate track from other disciplinary and counseling issues.

Article 17 -- Meals, Name Badges and Uniforms

A. The Company agrees that all employees shall receive one warm palatable meal (excluding pre-packaged items, bottled beverages and gourmet specialty items) for each shift worked such meals to be taken in the regular cafeteria area. The meal benefit is intended for the use of associates only, and may only be applied to the day earned and must be consumed on the premises. 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. Employees shall be granted a fifteen (15) minute paid break in the morning for breakfast and a thirty (30) minute meal break in the afternoon for lunch without pay. The Company and the union shall confer as necessary to correct any problems relating to employee food service and the areas designated by the Company for employee dining. Associates while on duty but not at their work stations may drink, coffee, tea and fountain beverages without charge.

B. 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.

C. The Company will provide employees with three (3) uniforms and the Company will replace such uniforms as needed. Employees must turn in old uniforms to receive new ones. All employees will launder and maintain their own uniforms. Employees are responsible for returning uniforms upon separation from the Company and employees are responsible for the replacement of lost or abused uniforms. Five sets of uniforms will be issued for kitchen personnel and kitchen assigned utility employees and three uniform shirts and a uniform allowance of fifty (\$50.00) dollars to purchase two black pants or skirts. In order to receive the allowance, the employee needs to provide the Company with a receipt of such purchase. Employees will provide their own black shoes. Employees who negligently misplace or lose a name tag or uniform shirt shall be responsible for replacement cost as follows; name tag - \$2.00 and uniform shirt- \$10.00. All uniform pieces issued by the Employer will be replaced as needed from wear and tear associated with normal use.

Article 18 -- Union Security

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

B. 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.

C. 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.

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

E. 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 Restaurant Associates employees at the House Restaurant System, are covered under a collective bargaining agreement between Restaurant Associates and UNITE HERE. Restaurant Associates is neutral on the subject of employees' decision to join or not join the Union. No employee shall be discriminated against for either joining or not joining the Union. More information and a copy of the Union Contract can be obtained by calling the Union Office at 202-393-4373.

F. 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 19 -- Dues Check Off

A. The Employer agrees to deduct bi-weekly, from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and monthly Union dues as certified to the Employer by the Secretary/Treasurer of the Union. Except for the deduction of fees other than dues, the Employer will not deduct more than one month's dues from any single paycheck, or more than two months dues in any single month.

B. The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their social security numbers, address, phone number, 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 Company will transfer the information and dues remittances electronically to the unions secure FTP site.

C. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

Article 20 -- Selection of Employees

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

Article 21 -- No Strike or Work Stoppage

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

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

Article 22 -- Shop Stewards

The Union shall designate Shop Stewards. In the interest of carrying out this Agreement for the mutual benefit of both parties, there shall be no discrimination or intimidation against any shop Stewards for performance of his/her duties in this capacity.

In the event the Employer desires to discharge a Shop Steward member, he shall, except in case of drunkenness or dishonesty, notify the Union in writing of such intent and shall suspend pending completion of investigation for not less than five days prior to the effective date of termination, except that such notification shall not be required unless, prior to the discharge, the Employer has been notified in writing of the designation of the individual as a Shop Steward.

The duties of Shop Steward assigned by the Union may include, but are not limited to, investigation of grievances, collection of information relevant to grievances,

interviewing witnesses, representation of grievant, and grievance processing and resolution.

A Shop Steward may ask his/her immediate supervisor for release of their duties outlined in C above, if released, and for a leadership committee member participation in any meeting as a Union representative during scheduled work hours the Shop Steward will suffer no loss or reduction in pay.

Each Shop Steward shall be entitled to one (1) day of unpaid leave each calendar year for Shop Steward training and education. The Union must notify the Company at least two (2) weeks in advance thereof. The Shop Steward must, upon returning from leave, present the manager with written evidence from the Union that the Leader has used the leave for the purpose for which the leave was intended.

Article 23 -- Grievance Procedure

A. The term "Grievance" as used herein means any alleged violation, misinterpretation, or misapplication of this Agreement, and may be raised by an individual, group of individuals covered by this Agreement, or the Union on behalf of an individual or group of individuals covered by this Agreement. The claims covered by this Grievance and Arbitration Procedure include, but are not limited to, claims covered by the National Labor Relations Act and claims alleging a unilateral change in the terms and conditions of employment.

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 Assistant 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. A meeting of the grievant, shop steward, and Assistant GM shall take place within seven (7) days of when the grievance is submitted and a written response shall be provided to the shop steward within seven (7) days of the meeting.

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

deliver to the Union a written reply, which shall provide for a decision in the matter and the reason(s) for the decision.

If the grievance is not resolved after the procedures in Step 2 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation through FMCS. Such referrals shall occur within seven (7) calendar days after the union receives the written response from the 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. If the grievance is not settled at Step 2, it may be directly submitted to arbitration except as limited in the above paragraph.

F. The Employer shall pay employees 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 will be automatically carried to the next step.

H. To facilitate the efficient and timely administration of this article, Union Representatives may participate in grievance investigations and meetings via telephone, and union stewards will have access to telephones and facsimile machines for the sole purpose of communicating with union representatives regarding a pending grievance. Such access shall be limited to reasonable times so as to properly balance the Company's concern for maintaining efficient operations and the union's ability to address necessary aspects of a pending grievance.

I. Any grievance of an employee termination may be expedited by the union following the Step 3 answer. It will be scheduled for the first available date offered by the selected arbitrator. The arbitrator will conduct the hearing without transcript and the parties will present all post-witness argument orally and without written briefs, except where equal opportunity allegations are specifically or implicitly included, a transcript, (paid for by the requesting party) and/or briefs are permitted at the request of either party. The arbitrator will issue a determination within seven (7) days of the close of the hearing.

Article 24 -- Jury Duty

The Company agrees that non-probationary 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. To be eligible for payment under this article, the employee must furnish a written statement from the clerk of the court showing the date and time served and the amount of jury duty pay received.

Article 25 -- Absence Due To Illness

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

Article 26 -- Management of the Business

The management of the business in all of its phases and direction of the working forces, including but not limited to the right to hire, transfer and assign duties to employees, to increase or decrease the working force, to determine products to be handled, to change working schedules and hours of work, providing it does not conflict with the terms of this Agreement, to determine types of equipment and methods of handling products, to sell equipment, products, and to establish reasonable Company rules for employee conduct, provided that none of the above actions shall be taken because of employees' Union activities or affiliation, and all other management rights are vested exclusively in the Company.

All rights not explicitly and specifically limited by other provisions of the Agreement, reside with the Management of the Company.

The Union shall have the right to discuss with the Company any rule or regulation governing the employees and it will be given fair consideration.

Article 27 -- Subcontracting

The Company reserves the right to subcontract special events to outside catering companies.

Article 28 -- 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 29 -- Dignity and Respect

The Employer and the Union agree that each employee, supervisory representative of the Employer and Union Representatives shall be treated with dignity and respect. Verbal abuse, threats or harassment by employees, managers, representatives of the union, or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner"

Article 30 -- Safety

A. The Employer will ensure that the working environment and all conditions of work are maintained in a safe manner and that all safety devices and equipment required by the various health codes and other applicable statutes are supplied to maintain a safe environment.

B. A Joint Safety and Health Committee ("Committee") will be established by the Employer and the Union, composed of three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The program will include a bi - weekly review of findings by the Committee during work hours, the Employer will make any necessary changes to ensure the safety of its employees.

C. Protective Equipment: In accordance with OSHA regulations or other applicable regulations, and upon reasonable request, the Company shall provide, at no cost to the associate, personal protective equipment such as waterproof boots, waterproof gloves, breather masks and protective eyewear. Associates issued safety equipment shall sign in receipt of same, shall exercise reasonable care for the protection and maintenance of

same, and shall carry and use such equipment as appropriate while on the job. Equipment which is lost, stolen and/or damaged through negligence shall be replaced at the associate's cost."

Article 31 -- Training of Employees and Tipped employees

The employer shall provide adequate training to its new employees at the employer's expense and on the employer's time. Such training shall be compensated at the regular hourly rate of pay and tipped employees shall receive double their regular hourly rate.

- 1) Tipped employees shall receive double their rate of pay for any compensated leave, including sick pay, holidays, vacations, etc.
- 2) Cross Training; The Employer will offer voluntary cross-training to employees who wish to be trained in classifications other than their classification on the employee's time. A list will be established of those employees seeking such cross-training and the classifications in which training is sought. Within a reasonable time period after the effective date of this Agreement, the Employer will begin offering such training to those employees on the cross-training list in order of seniority with the understanding that opportunities and the number of employees who can be trained at any one time will vary, depending upon operational needs.

Article 32 -- Immigration Rights

Section 1 – Immigration Rights

A. No employee covered by this Agreement, will experience a loss of seniority, compensation, or benefits due to the submission of legally documented changes in his/her name and/or social security number. The Employer shall not take action against any 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 introductory or probationary period, the Employer shall notify the Union in writing prior to taking any action. Upon the Union's request received by the Employer within forty-eight (48) hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.

C. Seniority for Immigration Related Issues In the event that an employee does not provide adequate proof that he/she is authorized to work in the United States following his/her probationary or introductory period, and his/her employment is terminated for this reason, the Employer agrees to immediately reinstate the employee, without back pay, to his/her former position, without loss of prior seniority (but seniority does not continue

to accrue during the period of termination) upon the employee providing proper work authorization within twelve (12) months from the date of termination so long as the employee has enough seniority and the ability to perform the position and the position still exists.

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.

D. Social Security No-Match Letters 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 receipt of a no-match letter, and
- 2) the Employer agrees that it will not, unless required by law, require employees listed on the notice to bring in a copy of their Social Security card for the Employer's review, 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, unless required by law.

E. Workplace Immigration Enforcement The Employer shall, 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 the 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 the 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.

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

F. Re-Verification of Status The Employer shall not retain in its files copies of the identity and work authorization documents presented by the employee.

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.

In the event of a sale of the business or its assets, the Employer shall offer to transfer the I-9 forms of its employees to the new employer or, at the Employer's option, to jointly maintain the I-9 forms of its employees with the successor employer for the period of three (3) years, after which the successor employer shall maintain said forms.

G. Unpaid Leave Upon request, employees shall be released for a total of five (5) unpaid working days during the term of this Agreement in order to attend Bureau of Citizenship and Immigration Services (BCIS) proceedings and any related matters for the employee only. The Employer may request verification of such absence.

H. Legality The Union and the Employer agree that this Agreement shall not be interpreted to cause or require the Employer to violate IRCA, 8 USC §1324a or any other applicable law. Except as required by law the Employer agrees not to permit any private or public entity to conduct an audit or inspection of its I-9 forms or personnel records.

I. 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 all lost time at the same rate used for holiday pay.

Section 2 – Ethnic Diversity

A. The parties recognize that recent immigrant workers are employed by the Employer and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice amongst themselves when not in the presence of customers.

B. The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English. To that end the Employer agrees:

- 1) It will, within a reasonable period of time, provide training materials, program announcements, and bulletin board notices where practical, to communicate in the principal languages of its employees.

Where there is a communication difficulty with a particular employee, on request the Company will provide a translator chosen by the employee to facilitate communications

so long as:

- 1) The employee is on the premises at the time requested or will be available within twenty-four (24) hours, in which case the meeting will be held at that time;
- 2) The employee translates the communication of both sides so that there is full understanding by both parties of the verbal exchange;
- 3) Said translator may be the union steward who shall function both as translator for both parties and Shop Steward to the employee.
- 4) If the translator is not the steward, he/she shall translate for both sides but shall not function in the role of steward.

C. Commitment The Employer is committed to a diverse workforce, consistent with and practicing equal employment opportunity and engaging in affirmative efforts to maintain an environment that supports and encourages the contribution of all employees. The parties will strive to achieve a workplace environment respectful of the diverse cultures of the workforce. The Employer and Union are proud of the diversity of the workforce and the benefits that diversity brings to the industry.

As part of this commitment, the Employer will work with the Union to inform and educate members of underrepresented communities about job and career opportunities with the Employer.

Actions taken by the Employer in accordance with its current Affirmative Action Plan may also meet goals of the outreach program. In no event shall the Employer be required to act contrary to its Affirmative Action Plan, nor shall its Affirmative Action Plan or actions taken pursuant to that plan be subject to the grievance and arbitration provision of the Agreement.

Article 33 -- Partnership Goals & Joint Labor Management Committee

A. Partnership Goals: The Employer and the Union agree that job security for the employees is best assured by growth of the business and that growth of the business is dependent on increased teamwork and productivity aimed at meeting the competitive challenges in the marketplace. The parties further agree that the most effective way of accomplishing those goals is through labor-management cooperation and a partnership between the Employer, the employees and the Union. The parties also believe that employee involvement and participation in improving the quality of their jobs and the growth of the business is an important goal of the Employer and the Union, as is building trust and improving communication between management and the employees. Toward those goals and objectives, the parties have agreed to create Joint Labor Management Committees, (JLMC).

B. JLMC: The Employer and the Union agree there shall be a Joint Labor Management Committee consisting of no more than three (3) individuals from each party. The names of the committee members shall be submitted by each party to the other, in writing. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns and suggestions related to the operation, working conditions, sustainability, cost-effective and environmentally sensitive production, and the labor agreement, all with the aim of promoting better understanding between the parties and their responsible roles at the House of Representatives. Meetings will be held no less often than quarterly. A written agenda shall be established for each meeting. Employees assigned to the JLMC shall be paid their regular hourly rate for the time spent as a committee member on the JLMC.

Such meetings shall not be construed as opening the Agreement for negotiations nor shall such meeting be considered as a step in the grievance procedure. No rights either party has under the Grievance and Arbitration procedure or any other Article of the Agreement shall be waived by utilizing the JLMC including the exercise of management's rights by the Employer not to conflict with the Agreement.

C. Any agreement reached by the JLMC to alter, change or amend the Labor Agreement will become final and may be implemented only after it is agreed to in writing by both the President of the Union and the Head of the Employer's Labor Relations department or designee.

D. The parties may jointly choose to train Site JLMC participants in interest-based problem solving.

E. The parties may jointly agree to have the Joint Labor Management Committee meetings facilitated.

Article 34 -- Successors and Assigns

Should the Employer sell, assign or otherwise transfer the facility, the Employer shall notify the union in writing, and it shall notify the buyer of this Agreement.

Article 35 -- Translation of Contract

The Union and the Employer will each pay half of the cost to have this Agreement translated into languages agreed upon by the parties.

Article 36 -- Separability and Saving

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

B. The parties agree to meet promptly to discuss the impact of the affected text in

Section A above and to create new text as may be needed. Such discussions shall not "open" the Agreement during its term.

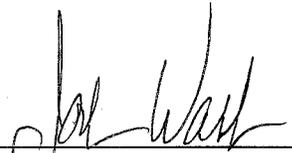
Article 37 -- Work Opportunities at Multiple Locations

To the same extent other Compass Group operating sectors and other Bon Appetit operating units are willing to participate, the Employer agrees to work with a Regional Committee made up of equal number of members appointed by the Union, including the President of Local 23 or designee, and representatives from each Compass Group operating sector in the Washington, DC Metropolitan Area having UNITEHERE Local 23 represented associates. The purpose of this Regional Committee is to determine whether practical means are available to offer multi-unit employment to members of Local 23. The parties acknowledge the utilization experienced, highly skilled and versatile employees working at multiple Employer facilities will promote the maintenance of the highest possible standards. Further, the bargaining unit members will benefit from having more work opportunities.

IN WITNESS WHEREOF, Restaurant Associates, a Compass Group Operator, has caused this agreement to be executed in its Corporate name, and it's behalf by the Vice President of Operations; and UNITE HERE, Local 23, AFL-CIO, has caused this Agreement to be signed for on its behalf by its Executive.

RESTAURANT ASSOCIATES A DIVISION
COMPASS GROUP, THE AMERICA'S

UNITE HERE, Local 23

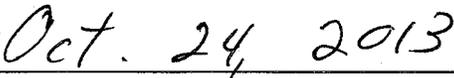


John Walsh
Regional Labor Relations Manager



Date





Date

SIDE LETTER OF AGREEMENT

To the Collective Bargaining Agreement Between Restaurant Associates at the HOUSE RESTAURANT SYSTEM and UNITE HERE, Local 23

The parties agreed, during negotiations on the collective Bargaining Agreement, to the following:

1. Employees of the previous contractor, hired prior to July 5, 1994 who now work for Restaurant Associates, will be grandfathered at the accrual rate for Annual Leave they enjoyed on July 5, 1994, based on actual hours worked.

- a) 1-2 years of service -13 days
- b) 9 years of service -20 days
- c) 10 plus years of service -26 days

Any future change in the accrual rate will be in accordance with the labor agreement.

2. Those employees hired by Restaurant Associates who enjoyed a higher rate of pay than the contractual rate will continue working at that higher rate of pay. Those employees lose only the difference between their classification rate and the rate of the classification they may bump into during a permanent layoff.

3. It is understood that in order to guarantee hours for certain employees, they may be required to do work outside their job classification as necessary.

4. Employees hired prior to July 5, 1994 may carry over one half of their annual leave up to a maximum of five (5) days.