

AGREEMENT

This Agreement entered into this 1st day of April 2011 by and **between Volume Services Inc d/b/a Centerplate** operating all of the food and beverage services in **INVESCO Field at Mile High Stadium** (the Employer) and UNITEHERE Local #14 (The Union)

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all Beer Vendors employed by the Employer at INVESCO Field at Mile High, excluding supervisors, managers, office clerical employees and all other employees including guards as defined in the National Labor Relations Act, for the purpose of collective bargaining with respect to wages, hours, working conditions, adjustments of grievances and all other pertinent matters.

ARTICLE 2 – HIRING

The Employer shall have the right to engage new employees from whatever source it desires. When openings occur, the employer shall call upon the Union to furnish it with such help as it may require, but shall be under no obligation to hire said employee(s) unless it finds them to be satisfactory. The employer shall be the sole judge of the employee(s) qualifications.

ARTICLE 3 – MANAGEMENT RIGHTS

The Employer shall retain the full right of management and the direction of its business and operations. The management of the Company and the direction of its working forces and operations include, but are not limited to: the direction of its work forces and operations; the hiring, promoting, demoting and transferring of employees; the suspension, discharge or discipline of employees for just cause; the layoff and recall to work of employees in connection with any reduction or increase in the work forces; the scheduling of work and control and regulation of the use of all equipment and other property of the Company; the right of the Company to subcontract work, introduce new methods, techniques and/or equipment; to determine the work schedule, number of hours to be worked and work assignments of employees; to determine the number of employees it shall employ, the setting of the starting and quitting times.

The Employer agrees that the exercise of its rights shall not conflict with the provisions of this Agreement;. The failure of the Employer to exercise any functions or rights in particular manner shall not be deemed a waiver of such rights. The exercise of such rights shall not violate any of the provisions of this Agreement

The Employer shall have the right to establish and enforce reasonable rules, policies, and regulations as considered by the Employer to be necessary to maintain a safe and efficient operation. Such work rules shall be posted in a conspicuous location and signed by all Employees or copies distributed to each Employee to be read, signed and returned to the Employer. Copies of all work rules, changes in work rules or new work rules shall be sent to the Union.

ARTICLE 4 UNION SECURITY AND CHECKOFF

In Schedule "A", there are listed classifications of employees and under the conditions as set forth herein, the Employer agrees to maintain in employment in such classifications only persons who are members in good standing with the Union. All such employees, as a condition of continued employment, shall become members of the Union, within thirty-one (31) days from the date of employment, or the date of this agreement, whichever is later, and thereafter shall remain members in good standing with the Union. For the purpose of determining membership in good standing, it is agreed that this shall be interpreted to mean the payment of initiation fees and regular monthly dues. The Employer agrees to discharge any employee who fails to join the Union within the specified thirty-one (31) day period or who fails to remain a member in good standing of the Union with the understanding that the effective date of discharge of the employee shall be seven (7) days after written demand for such discharge by the Union. It is understood that new hires who are already members of the Union shall be required to maintain continuous membership.

The Employer agrees to deduct from the first paycheck of each calendar month regular dues and fees or shall deduct event fees and to remit the same to the Union, not later than the fifteenth (15th) day of the next succeeding month for which sums were deducted. Provided, however, that properly executed forms authorizing said deductions are on file with the Employer. The Union shall indemnify the Employer against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of action taken by the Employer for the purposes of complying with these check off provisions.

All employees who are not members of the Union shall have the option of joining the Union under the same terms and conditions on which any employee currently a member of the Union was admitted to membership or pay a Union designated service fee for each day worked, provided that no such employee shall be required to pay more than the monthly union dues in any one calendar month.

In remitting dues and fees to the Union, the Employer will attach a list of employees for whom deductions have been made and the amount deducted from their paychecks.

ARTICLE 5 NO DISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against an individual with respect to hiring, membership, advancement, compensation or other terms and conditions of employment because of such individual's race, color, religion, sex, sexual preference, disability, national origin or age. Further there shall be no discrimination against employees or applicants for employment, by either the Employer or the Union, because of membership or non-membership in the Union.

Section 2. The use of the male or female general in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees, regardless of sex.

Section 3. Union Activities. There shall be no discrimination, interference, restraint, or coercion by the Employer, manager, or Employer representatives to any employee because of his or her activities in the affairs of the Union or because of membership in the Union. The Employer shall not prohibit any employee from wearing a Union button; however, position of button on the uniform shall be agreeable to the Employer.

ARTICLE 6 GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Grievances: All questions of controversies as to the meaning, interpretation or application of any terms or provision of this Agreement shall be settled by the Union and the Employer as follows:

1. An employee may discuss a grievance with his/her immediate supervisor. If there is no resolution between the employee and supervisor, the Union shall submit the grievance in writing to the General Manager within ten (10) calendar days of the occurrence.
2. The General Manager and the Union shall meet at a mutually agreeable time to discuss the grievance. Should no resolution be reached, the General Manager shall give a written decision in writing within ten (10) calendar days of the meeting.
3. Should the Union not be satisfied with the General Manager's decision, the Union shall submit the matter to an arbitrator mutually agreed upon for a decision, no later than thirty (30) calendar days from the date of the General Manager's decision.

Section 2. Arbitration. The decision of the Arbitrator shall be final and binding upon all parties to the question or controversy and each of the parties hereto agrees to abide by the decision of the arbitrator. The jurisdiction of the Arbitrator shall be only in regard to the particular grievance submitted and he/she shall have no power or authority to add to, subtract from, modify or change in any way the terms of this Agreement. The fees and expenses of the Arbitrator, including the cost of any transcript of the proceedings and the cost if any of the hearing room, shall be shared equally by the Employer and the Union. Each party shall pay its own costs of preparation and presentation.

If the parties are unable to agree upon an arbitrator within ten (10) calendar days after the request of either party hereto, the arbitrator shall be chosen by lot from a list of seven (7) names which shall be submitted by the Federal Mediation and Conciliation Service.

It is agreed that harmonious relations between the parties require the prompt filing and disposition of grievances.

Section 3. TIME LIMITS Any grievance not presented or appealed at any step within the time limits set forth above, unless mutually extended by both parties, shall not be entitled to consideration and shall be deemed settled on the basis of the Company's last answer.

Section 4. The Employer and the Union agree that the grievance procedure set forth in this Article shall be the sole and exclusive method of settling all claims, grievances and controversies arising out of the terms of this agreement. The Employer and the Union agree to follow each of the foregoing steps of the grievance procedure in the processing of a grievance.

ARTICLE 7 SENIORITY

Employees will be given the choice of product and location of which to vend according to length of continuous vending service from the date of hire at INVESCO Field, provided however that the Employer

and the Union recognize that employees, hired in 2001, with prior vending experience at Coors Field and the Pepsi Center are to be given priority above newly hired employees.

Should the Employer hire vendors for "All other Products", these vendors shall be on a separate classification seniority list.

Prior to vendors choosing available product and locations for vending, the Employer agrees to display the number of products that are available to be sold at each stadium location.

Any employee who arrives for work after roll call has been taken will be considered late for work and will move to the bottom of the seniority list for that event. Late employees will choose their product and location after all on-time employees have chosen.

All new employees, excluding employees who have worked at Coors Field/Pepsi Arena shall be in probationary status for the first five (5) professional football games, during which time he/she may be discharged without recourse to the grievance procedure. After the probationary period, he/she shall be placed on the seniority list and his/her seniority shall then date from the first day of her/his current period of employment. During the probationary period, employees will be scheduled based on date of hire, or alphabetically within same date of hire.

Seniority shall be terminated by:

- a) Discharge for cause upheld by the Grievance Procedure;
- b) Voluntary quit.
- c) Twelve (12) consecutive months off the job
- d) Absence from employment for three (3) scheduled work days without notifying the Employer, provided that all existing and newly hired employees are given written notice of this requirement; or failure to work two (2) out of (3) consecutive events for which the employee is scheduled shall cause the employee to be placed on the bottom of the seniority list for a period of (1) year (excluding employees on approved leaves of absence).
- e) Failure to maintain contact and current phone information with the Employer for nine (9) consecutive months, unless employee is on leave of absence during the baseball or football season.
- f) An Employee fails to return to work at the end of a leave of absence

The Employer shall furnish the Union with a current seniority list once per year.

The Employer will determine the products to be vended, and the number of employees needed to vend each product.

ARTICLE 8 – DISCHARGE

The Employer may discharge or discipline an employee for just cause, and the Employee (if he/she has completed the probationary period) has the right to utilize the grievance and arbitration provisions hereof to protest any such discharge or discipline.

The Employer shall continue to use its progressive disciplinary system in matters not requiring immediate discharge. A disciplinary warning shall not be considered for purposes of any subsequent progressive discipline after two (2) seasons.

Any employee who is required to attend a disciplinary interview or investigation that might lead to his own discipline shall have the right to have a Union steward accompany him or her.

ARTICLE 9 – STRIKES, LOCKOUTS AND WORK STOPPAGES

Employees represented by the Union shall not engage in any strike, sympathy strike, sit-down, slow-down or work stoppage during the life of the Agreement. Neither the Union or any officers, agents or other representatives of the Union shall, directly or indirectly, authorize, assist, encourage or in any way participate in any strike, sit-down, slow-down or work stoppage during the life of this Agreement.

ARTICLE 10 – LEAVE OF ABSENCE

The Employer shall grant an employee an unpaid medical leave of absence provided the employee submits, in advance, medical documentation to justify a leave of absence. An employee may be granted an unpaid personal leave of absence for up to six (6) months, providing circumstances justify a leave of absence. An employee failing to return to work upon expiration of a leave of absence shall be removed from the payroll and lose all seniority.

The Employer shall abide by all provisions of the Federal Family and Medical Leave Act.

ARTICLE 11 – WAGES

Wage rates shall be as set forth in Schedule "A", which is attached hereto and by this reference made a part hereof.

ARTICLE 12 – MEALS

The Employer shall provide the employee one (1) meal per shift without cost to the employee. Employees will be provided with food voucher for specified event.

ARTICLE 13 - STEWARDS AND UNION VISITATION

The Employer recognizes the right of the Union to designate up to three (3) job stewards.

The representatives of the Local or International Union shall have the right to visit the premises of the Employer on Union business as long as such visits do not interfere with the efficient operation of the employees.

The Employer shall provide space on a bulletin board for posting of official Union notices.

ARTICLE 14 - SEPARABILITY

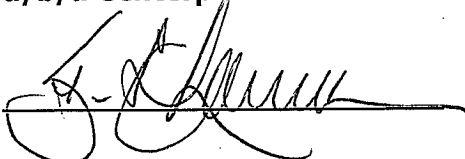
The provision of this Agreement are deemed separate and severable so that if any provision is held to be invalid in whole or in part by any court or regulatory agency, all other provisions shall, nevertheless, remain in full force and effect.

ARTICLE 15 – TERM OF AGREEMENT

Section 1. This agreement shall be effective from the 1st day of April 2011 to and including the 1st day of April 2014 and shall continue from year to year thereafter unless written notice of a desire to amend, modify to terminate this Agreement is given by either party hereto to the other at least sixty (60) days prior to April 1st of any subsequent year.

Section 2. In WITNESS WHEREOF, the parties have caused this Agreement to be executed this 1st day of April 2011.

FOR THE EMPLOYER:
Volume Services. Inc.
d/b/a Centerplate



FOR THE UNION:
UNITEHERE Local #14

Schedule "A"

1. Vendors will be paid the following commission based on gross receipts minus applicable sales tax:

Season	2011	2012	2013
Beer	16.25	16.50	16.50
All Other	20.25	20.25	20.25
Bonus:	350.00	350.00	350.00

Attendance Bonus:

1. In the first year of the new agreement (*i.e.* the 2011 season), the Attendance Bonus will be increased by \$25.00 *i.e.* to a total amount of \$350.00. In addition, the Parties agree that in order to qualify for the Attendance Bonus, each employee must work all "played" professional football games in the season, including post season. Employees must also maintain an average sales record of \$800 or above to receive full bonus of \$350.00 and shall not have "swiped out" and/or left the premises before the end of the third quarter of any game. Employees who meet all criteria outlined above with exception of maintaining average sales of \$800 will be paid "half bonus" of \$175.00.

2. Newly hired vendors will be paid the following commission based on gross receipts minus applicable sales tax as for each of the first eight games worked:

Season	2011	2012	2013
Beer	15.0	15.0	15.0

3. Senior vendors will be paid the following commission based on gross receipts minus applicable sales tax as following:

Season	2011	2012	2013
Beer	16.5	16.75	16.75

For the 2011 season, all vendors with a seniority dates in Seasons 2001-2008 shall be deemed "Senior Vendors"

For the 2012 season, all vendors with seniority dates in Seasons 2001-2009 shall be deemed "Senior Vendors"

For the 2013 season, all vendors with seniority dates in Seasons 2001-2010 shall be deemed "Senior Vendors"