

**AGREEMENT**

**BETWEEN**

**ARAMARK SPORTS, LLC  
D/B/A  
THE PEPSI CENTER  
DENVER, COLORADO  
UNIT # 6314**

**AND**

**UNITE-HERE, Local 23**

**EFFECTIVE: April 21, 2014**

**EXPIRING: April 20, 2018**

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**THIS AGREEMENT**, made and entered into this 21<sup>st</sup> day of April, 2014, by and between **ARAMARK SPORTS, LLC** (hereinafter called the "Employer"), and **LOCAL 23**, (hereinafter called the "Union").

## PREAMBLE

Every employee is entitled to be treated with dignity and respect at all times. It is understood that these parameters apply to the Employer and its representatives, as well as representatives from the Union. All discussions between the Employer and the Union with an employee will be conducted in a professional and confidential manner. Finally, confidentiality is to be respected at all times. The parties agree that this Preamble shall not be subject to the Article 9, Section 2 of the Agreement.

## ARTICLE 1 RECOGNITION

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining representative of all the employees employed in the classifications set forth in Schedule "A" contained herein at the Pepsi Center and Denver Coliseum, excluding guards, managers and supervisors as defined by the Act.

**Section 2.** The Union will make every effort to refer qualified individuals to the Employer for employment. In the event the Union is unable to supply the Employer with necessary help, and in order for the Employer to properly conduct its business, the Employer may hire employees from the open market.

## ARTICLE 2 MANAGEMENT'S RIGHTS

**Section 1.** The Union recognizes and agrees that all management rights, powers, authorities and functions, whether heretofore or hereafter exercised and regardless of the frequency of their exercise, shall remain vested exclusively in the Employer except where abridged by a specific provision of this agreement.

**Section 2.** The exercise of the Employer's rights includes, solely by way of illustration and not in any manner by way of limitation, the following: the determination of the scope of its activities, services to be rendered, and methods pertaining thereto; the materials, goods, products, services, equipment, and machinery to be acquired or utilized, the schedules of work, the right to schedule, require and assign overtime; the right to determine and amend the number of shifts, shift schedules, and hours of work for entire department and individual employees; the right to establish, change, combine within a classification, or eliminate jobs, positions, and job classifications, as well as departments, sections, and units; the right to introduce or approve new technologies, procedures, methods, processes, fixtures and equipment; the right to establish, maintain, change or enforce operations, procedures and policies; the right to maintain

order and efficiency; the right to establish, maintain, change and enforce reasonable work standards and/or reasonable work rules; the right to subcontract work that does not erode the bargaining unit for reasons including, but not limited to, economic conditions, provision of branded products, safety concerns and client requirements; the right to conduct internal audits of any and all aspects of operations; the extent, means, and manners by which departments, sections or any part thereof shall be operated, located, relocated, remodeled, refurbished, maintained or shut down; the right to terminate, merge, consolidate, sell or otherwise transfer its business, equipment or machinery; the right to make, change and enforce reasonable safety and security rules; determination of the number of employees, assignment of duties within a classification; the direction of the workforce including but not limited to hiring, selecting and training of employees; the right to discipline, suspend, discharge for just cause and make, enforce, and modify reasonable rules and policies.

**Section 3.** The Employer reserves the right to require employees to submit to alcohol and drug testing. Such testing will only occur after OSHA recordable accidents involving the need for outside medical treatment or where, through observation of clearly discernable behavior, an employee appears to be under the influence of alcohol or drugs while engaged in work-related activities. The testing method will be a urine specimen or blood sample. Testing will be conducted by a certified lab and results will be confirmed by a medical review office. The observation shall be by at least two (2) managers, each of whom shall document, in writing, the observations that caused them to require the test. If any employee is sent for testing and the test is not positive, the employee shall suffer no loss of pay, including tips. The testing lab shall have a split sample so that if the lab certifies that the Employee tested positive, then the Employee may elect to have the split sample tested at his or her own expense. The legal use of prescribed drugs is permitted on the job if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

### **ARTICLE 3** **UNION SECURITY AND CHECK-OFF**

**Section 1.** It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date this Agreement is executed shall remain members in good standing. All employees who are not members of the Union on the date this Agreement is executed shall, upon twenty (20) days actually worked or thirty (30) credited events, whichever occurs later, following the date this Agreement is executed, become and remain members in good standing in the Union. It is also a condition of employment that all employees covered by this Agreement and hired on or after the date this Agreement is executed shall, upon twenty (20) days actually worked or thirty (30) credited events, whichever occurs later following the beginning of such employment, become and remain members in good standing in the Union.

The Employer will notify the Union within thirty (30) calendar days following the employment of a new employee on a "Notice of Employment" form which shall be provided by the Union.

The failure of any employee to become a member of the Union, and/or maintain Union membership in good standing by failure to pay the periodic dues of the Union, shall obligate the Employer, upon written notice from the Union to such effect, to discharge such employee, provided that Union membership was available to such person on the same terms and conditions generally available to other members. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of action taken by the Employer in reliance upon such written notice from the Union.

**Section 2.** The Employer shall give all employees, during their orientation, a membership/dues authorization form. Such completed form will be forwarded to the Union within fourteen (14) days. The Union shall provide the Employer with an adequate supply of forms upon request from the Employer.

**Section 3.** Notwithstanding the provisions outlined in Section 1 of this Article, employees who do not wish to become Union members as described above but prefer to pay on a "per event" basis shall request of the Employer a dues authorization form. Per event employees shall sign this form and the Employer will assess each per event employee the amount specified by the Union for each shift worked and remit the same to the Union in accordance with the Section 4 below. The Union will waive the standard initiation fee for per event employees, and no employee will be required to pay more than the highest monthly dues payment required by Union members as described above.

**Section 4.** The Employer shall deduct from the pay of all employees who, in compliance with all laws, have authorized such deductions in writing, monthly dues, initiation fees and/or per event fees. Such deductions shall be forwarded to the designated financial officer of the Union no later than the twentieth (20<sup>th</sup>) day of the succeeding month for which sums were deducted together with a list submitted electronically in a mutually agreeable data base format, specifying the following:

1. For each employee for whom dues/initiation deductions are made, the employee's name, amount of said deduction(s) and the last four (4) digits of the employee's social security number.
2. The amount and type of deduction for each employee.
3. An application for membership and/or dues authorization for all employees whose names are on the check-off for the first time during that month to be sent electronically, by fax, or by regular mail.

Such transfer of information shall be made electronically through the Union's FTP site.

**Section 5.** The Employer shall furnish the Union with a list of all employees in the bargaining unit, including each employee's name, social security number, department, job title, home address, phone number, date of hire and any subsequent classification seniority date on a quarterly basis.

#### **ARTICLE 4** **SENIORITY**

**Section 1.** It is agreed that the Employer does hereby recognize seniority rights according to classification from an employee's date of hire. Assignment of available work and assignment of shift work will be made by the Employer in accordance with classification seniority. Employees shall be promoted to higher classifications according to length of continuous service, if they are qualified, in the opinion of the Employer. In the event that a reduction in work force becomes necessary the Employer shall consider the factors of seniority and ability in selecting employees for layoff.

For purposes of scheduling and layoffs, the Employer shall have separate seniority lists for the Pepsi Center and Denver Coliseum.

Employees desiring consideration for work in higher classifications shall communicate, in writing, such interest to management. Employees changing classifications will have their seniority reduced by one-half of their current seniority.

**Section 2: Home Component Staffing.** Employees shall have an opportunity once every three (3) years to select a home component. Such a notice must be in writing and must be signed by the employee. The change of home components shall be effective the first (1<sup>st</sup>) day of the calendar month following the employer's receipt of said notice to change home components. Once an employee has selected a home component he/she shall be precluded from changing home component during that three (3) year period except as follows:

- a) The employee resigns in writing from his/her home component. In this event the employee forfeits all right to future employment at the home component for a period of two (2) years.
- b) Employment at the home component is no longer available as a result of the Company no longer serving that facility.
- c) Employees must work at their home component whenever work is available at their home component before working at any other Aramark venue.
- d) Employees shall be scheduled to work at their non-home component facility based upon their seniority at that facility whenever work is not available at their home component.

- e) In the event of a shortage of employees at either the home component or at a non-home component, facility management will staff the shortage by use of volunteers. In the event of an insufficient number of volunteers, management will staff the shortage by forcing employees, in inverse order of seniority, to work at the facility where the shortage arises. In such an event, home component employees shall first be required to work at their home component.
- f) Employees in this bargaining unit may use their Company seniority to fill all available openings on a temporary or permanent basis at other Aramark venues in the metropolitan Denver area that are represented by Local 23.

**Section 3.** Seniority shall continue and not be broken except for:

- 1. Inability to work due to accident or illness exceeding twelve (12) months; unless such loss of seniority conflicts with the FMLA, ADA, or similar applicable State or local law.
- 2. Discharge.
- 3. Voluntary resignation.
- 4. Layoff for more than twelve (12) months.
- 5. Failure to be credited for work in excess of the minimum number of events, as described below, for which an employee is requested to work during a calendar year.

**A. Pepsi Center**

1. Credited Number of Events

<b>Classification</b>	<b>Credited Number of Events at Pepsi Center</b>
Bartender/ Portable Bar Manager	80
Stand Manager, Assistant Stand Manager, Stand Cashier, Stand Help, Stand Cook, Kitchen Cook, Runner/Utility, Food Prep/Comm Prep	95
Vendor	52
VIP Server	30

The credited number of threshold events shall be reduced to fifty-two (52) for vendors until such time as the number of events is restored to one hundred forty (140), at which time it shall be raised to sixty (60) events.

## 2. Threshold

The required number of credited events for each classification, as described above, only applies if the number of actual number of working days meets the following minimum thresholds:

<b>Classification</b>	<b>Actual Number of Working Days at Pepsi Center</b>
Bartender/ Portable Bar Manager	At least 120
Stand Manager, Assistant Stand Manager, Stand Cashier, Stand Help, Stand Cook, Kitchen Cook, Runner/Utility, Food Prep/Comm Prep	At least 135
Vendor	No work stoppages involving NBA, NHL, NLL
VIP Server	No work stoppage involving NBA

If any following minimum thresholds described above are not met, then the required number of credited events is sixty percent (60%) of working days at the Pepsi Center.

### **B. Denver Coliseum**

Any classification at the Denver Coliseum: Sixty-five percent (65%) of the working days available at the Denver Coliseum.

6. Absence without notification for two (2) consecutive scheduled working days, unless excused by the Company.

**Section 4.** The Employer shall post the seniority list on August 1st of each year. Seniority lists shall be provided via e-mail two (2) times per year, on January 1 and August 1. On January 15th, the Employer shall post a list stating the number of credited events for each employee on the seniority list for the period August 1 - December 31 of the previous year. A copy shall also be sent to the Union.

The Employer shall inform the Union of any employee reclassification. Request for reclassification shall be considered two (2) times a year, on July 1 and December 1. Such changes will be reflected on the next seniority list posted, January 1 and August 1.

**Section 5.** New employees and rehired employees shall be on probation for their first thirty (30) days worked following their date of hire or most recent rehire date. Probationary employees shall be considered conditionally employed during this period and their termination shall not be subject to the Grievance and Arbitration Procedures.

**Section 6.** When circumstances arise whereby temporary portable beer bars are established, the Employer shall first offer the choice of working these stations to the



employees in the applicable classifications according to seniority. If the Employer cannot fill the required positions with employees in the applicable classifications, the opportunity to work these stations shall next be offered to qualified employees in accordance with company seniority before the Employer offers the positions to temporary or non-Aramark Sports & Entertainment employees.

**Section 7.** The Employer shall make every reasonable effort to allow employees to utilize their seniority to work up to forty (40) hours per week. Less senior employees in that classification shall have the right to work available straight time hours before senior employees are offered overtime.

**Section 8: NPOs.** Group Contracted NPOs (non profits filling entire stands) are used by the Employer to fill an ongoing staffing shortage in the bargaining unit. All other NPOs shall be called Per Person Contracted NPOs. Per Person Contracted NPOs shall be scheduled after all bargaining unit employees have been scheduled for work. Per Person Contracted NPOs will not be used to work portable bars or bartending shifts unless there are no Portable Bar/Bar Managers or Bartenders available to work bartending/portable shifts. The Employer will make every reasonable effort to cross-train bartenders and portable bar managers wishing to be cross-trained. The Employer shall make every reasonable effort to distribute Per Person Contracted NPOs throughout the venue.

## **ARTICLE 5** **DISCHARGE**

**Section 1.** The Employer has the right to discharge its employees for just cause; however, the Union must be given the opportunity to investigate all discharges and if, in the opinion of the Union, the discharge is unjust, the Union may submit such cases to the Grievance and Arbitration Procedures contained in Article 9 of the Labor Agreement. Prior to presenting notice of discipline or discharge to an employee the Employer will notify the employee of his/her right to Union representation at the meeting.

**Section 2: Progressive Discipline.** The Employer and the Union acknowledge that in administering discipline, the concept of progressive discipline shall generally be followed by the Employer. However, it is understood by the Union that based upon the nature or severity of the alleged offense, disciplinary action greater than progressive discipline may be warranted, up to and including discharge. The Union retains the right to grieve any disciplinary action taken by the Employer. Each warning, except those related to alcohol offenses, after twelve (12) months shall not be used in any subsequent discipline or discharge action. Warnings related to alcohol related offenses, after eighteen (18) months, shall not be used in any subsequent discipline or discharge action. In the event discipline is issued, it shall only be issued in a confidential meeting.

**Section 3.** The Employer will begin the disciplinary process within twenty-four (24) hours of the reported incident giving rise to discipline if the affected employee is

scheduled to work. In the event the affected employee is not scheduled to work, the Employer must notify the Union via e-mail of all suspensions and/or discharges. The process will begin on the next day the affected employee is scheduled to work. The affected employee will receive written documentation within three (3) working days of the disciplinary meeting.

**Section 4.** In the event the Employer conducts an audit of an Employee's bank because of allegations of theft or improper cash handling, such audit will be conducted in the presence of the Employee and a steward of the employee's choice. A random stand audit will only be done in the presence of the Employee. However, if such Stand Audit results in any further audit because of allegations of theft or improper cash handling, then such further audit will be conducted in the presence of the Employee and steward of the employee's choice.

## **ARTICLE 6 SECRET SHOPPERS**

Employees shall be informed during new hire orientation and during annual refreshers, of the Employer's use of secret shoppers or similar investigators. Any discipline resulting from a secret shopper's report shall be issued promptly by the Employer. The employee will be provided with a copy of the secret shopper report during the disciplinary meeting.

## **ARTICLE 7 MEALS**

Effective upon ratification of this Agreement, the Employer will provide one (1) meal, consisting of an entrée, drink, side or salad for all employees covered under this Agreement who work four (4) hour periods or more.

If an employee is instructed to go back to work by a manager or supervisor before the completion of his/her approved meal break only, such employee shall be issued a new food voucher.

On August 1 of each year, the Company will provide the employees and the Union with menus designating the available food items with prices that employees are permitted to eat as part of his/her meal ticket. The Company shall also designate eating areas and times. Bottled water shall be an allowable purchase, but may not be consumed at the employee's work location.

## **ARTICLE 8 HOURS OF WORK**

**Section 1.** An employee reporting for work shall be guaranteed four (4) hours of the scheduled day's work or pay in lieu thereof at the employee's regular wage rate with the following exceptions:

- a) There shall be no guarantees where work is not available due to conditions beyond the control of the Employer, unless an employee has punched in for work and weather conditions subsequently result in cancellation of the event.
- b) There shall be no guarantee where an employee reports to work under the influence of alcohol or a controlled substance.
- c) An employee volunteering to leave work following the start of his/her work day shall receive pay only for time worked, where the employee is not directed by management to leave work.
- d) If a call-off is necessary, the Employer must give a minimum of three (3) hours' notice prior to the scheduled check-in. Any employee who reports for work and is scheduled in their classification but is not needed will be paid for a minimum of four (4) hours and will be credited with a day's work for seniority purposes. If there is no work in the employee's classification, he/she may be offered the opportunity to work in another classification, but it will not be mandatory. However, as to the classifications of Stand Manager, Assistant Stand Manager, Stand Help, Stand Cook and Stand Cashier only, refusal to accept this work opportunity shall result in loss of the four (4) hours pay.
- e) A credited event is an event actually worked by the employee or one in which the employee is called off per Section 1d above.
- f) When an employee reports for a training session they shall receive a minimum of two (2) hours pay at minimum wage.

**Section 2: Payday & Wage Statement.** The Employer's current payroll system is weekly, with checks issued on Friday of the week following the last day of the pay period. The Employer agrees to furnish to each employee, at the time of payment of wages, an itemized statement (payroll stub) in writing showing gross wages paid and all deductions from such wages. In cases where an employee believes that his/her paycheck does not contain the full amount due to the employee, the employee shall be required to fill out a wage discrepancy form and submit the form to the payroll department. Once the form is submitted, the Employer agrees to investigate the claim and issue its determination within seventy-two (72) hours, excluding Saturday, Sunday and any holidays recognized in this Agreement. The Employer agrees to immediately process any valid wage claims and send it to the company's payroll office to ensure that the employee be paid on the next regular pay cycle. In the event the Employer's review of the employee's pay history indicates that the employee has been overpaid, the Employer shall, upon notification to the employee, deduct the amount of the overpayment from the employee's pay until the full amount of the overpayment has been repaid; however, the employer shall be prohibited from recovering any overpayments that date further than six (6) months from the date of the overpayments.

**ARTICLE 9**  
**GRIEVANCE AND ARBITRATION PROCEDURES**

**Section 1. Procedure.** Should any grievance arise as to the interpretation or application of the terms of this Agreement, the Union or the employee or employees affected shall proceed as follows below. Work days shall be defined as Monday through Friday, excluding any holidays specified in this Agreement

**Step 1.** The employee or employees, with or without the representatives of the Union, must take the matter up with a Concessions Manager within ten (10) working days of its occurrence in an attempt to effect a satisfactory settlement. The Concessions Manager may confer with the Assistant Manager before rendering a final decision. If no satisfactory settlement is reached, the grievance may be referred to Step 2 of the Grievance Procedure providing this occurs within seven (7) working days of the Step 1 meeting.

Provided that the time limits set forth in Step 1 are complied with, the Union and the Employer may mutually agree to bypass a Step 1 meeting and proceed directly to Step 2 of the Grievance Procedure.

**Step 2.** The Union representative and the General Manager or his designated representative shall endeavor to mediate a satisfactory settlement. The dispute, at such time, may be placed in writing by the Union. The parties shall meet within fourteen (14) calendar days of the date of referral to Step 2. If no satisfactory settlement is reached, then it goes to Step 3 of the Grievance Procedure.

**Step 3.** The Union will submit a written summary of its position (and the facts relating to the grievance) to the District Manager or his designated representative within seven (7) calendar days after the date of the meeting held under Step 2. The Regional Manager or his designated representative will submit a written answer to the Union within five (5) calendar days after receipt of the Union's written summary.

If the grievance is not resolved after the procedures in Step 3 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 Employer. This process will be conducted under FMCS jurisdiction and guidelines.

If the parties do not agree to mediate, the Union may refer the matter to arbitration. Nothing said or done by either party for the first time in the mediation hearing may be used against them at arbitration.

**Effect of Settlement.** The disposition of any grievance at any Step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between the Employer and the Union shall be final and binding upon the employee, employees or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the Employer and the Union shall be final and binding upon all employees and upon any person affected thereby.

**Effect of Failure to Appeal.** It is understood that time limits for processing of a grievance as set forth above are of the essence of this Article and that failure to comply with such time limits shall result in the grievance being null and void.

**Section 2. Arbitration.**

- a) **Selection by Parties.** In the event a grievance is submitted to arbitration, the parties will attempt to select an impartial arbitrator. If agreement on the impartial arbitrator cannot be reached within ten (10) days, the following procedure will be followed:
- b) **Selection of Impartial Arbitrator.** The moving party seeking arbitration shall, within thirty (30) calendar days of the written notice of intent to arbitrate, request the Federal Mediation and Conciliation Service (FMCS) to provide a panel of seven (7) impartial arbitrators. The parties, upon receipt of the panel, select an arbitrator by alternating striking of names. The remaining arbitrator shall then hear the case. The parties shall meet within thirty (30) days of the receipt of the panel to select an arbitrator.
- c) **Authority of Arbitrator.** The arbitrator will then make his findings and render his decision. The arbitrator shall not add to, modify, vary, change or remove any terms of this Agreement. Wage rates shall not be subject to arbitration. The arbitrator shall have jurisdiction to determine the arbitrability of any grievance. No grievance shall be submitted to arbitration unless there is a showing of a violation of this Agreement.
- d) **Payment of Expenses.** The Employer and the Union shall equally share the fees and expenses of the arbitrator. If the arbitrator determines that the either party's position in the arbitration was frivolous, then the arbitrator may order that party to pay all of his fees and expenses for that arbitration.
- e) **Effect of Decision.** The decision of the arbitrator shall be final and binding on the Employer, the Union and the employees covered by this Agreement.

**Section 3. Retroactivity.** Awards or settlements of grievances shall, in no event, be made retroactive beyond the date of which the grievance was first presented in Step 1 of the Grievance Procedure. All claims for back wages shall be limited to the amount agreed to by the Employer and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation determined by the Arbitrator to be deducted from the award.

**ARTICLE 10**  
**WAGE SCALE**

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

**ARTICLE 11**  
**MISCELLANEOUS**

If an employee works in a higher paid classification for three (3) hours or more during an event or on a given shift, they shall receive the higher rate for all hours worked on that event or shift. Otherwise, they will continue to receive their regular rate of pay. An employee who works in a lower paid classification during an event shall receive their regular rate of pay for that event.

Gratuities shall accrue to the employee who receives such gratuities unless the employees unanimously elect another method of disbursing gratuities.

When events are scheduled back to back with less than a one (1) hour break between events, employees shall remain on the clock and be paid for time spent waiting between functions.

Employees that are not already scheduled for work during the hours of a small event or private party will be contacted in seniority order and scheduled in the order in which they accept the shift.

In the event an employee does not answer the phone, the Employer will leave a message notifying the employee of the available work, but may move on to calling less senior employees. If the employee contacts the Employer and accepts the shift before all available slots are filled, such work opportunity will be given to that employee.

The Employer shall post work schedules where applicable in as timely a manner as possible. Employee information shall be written in English and Spanish and distributed to all employees.

The Employer shall notify the Union one (1) week in advance of orientation meetings with new employees. Union Representatives will be allowed fifteen (15) minutes to speak with new employees about the Union and to provide them with the Union contract.

**ARTICLE 12**  
**UNIFORMS**

An employee with less than one (1) year of service, or fewer than one hundred (100) events worked, shall receive one (1) uniform including one (1) cap at the time of employment or at the beginning of the season, typically September 1, which shall be maintained and laundered in accordance with Aramark policy. The employee shall

authorize a payroll deduction for a deposit of fifty percent (50%) of the cost of the uniform; which shall be refunded at the conclusion of the season.

An employee with one (1) year of service or more than one hundred (100) events worked shall receive two (2) uniforms and one (1) cap at the beginning of the season, typically September 1 which shall be maintained and laundered in accordance with Aramark policy.

An employee who loses his/her uniform(s) or cap shall be responsible for the cost of replacement.

In the event the Employer implements a new uniform, all employees shall authorize a payroll deduction for a deposit of fifty percent (50%) of the cost of the uniform, which shall be refunded in September following the introduction of the new uniform.

The Employer will make a good faith effort to ensure that uniforms fit appropriately. At the beginning of each season, an employee with one (1) year or more seniority shall, upon presentation of a receipt, be reimbursed, up to fifty-five dollars (\$55.00), for the purchase of shoes with slip-resistant soles.

### **ARTICLE 13** **NON-DISCRIMINATION CLAUSE**

There shall be no discrimination against any employee because of membership in the Union.

During the life of this Agreement, the Company and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individuals race, genetic information, color, religion, sex, sexual orientation, national origin, age, disability or veteran status or any other status or classification protected by applicable law; nor will they limit, segregate or classify employees in a way to deprive any individual employee opportunities because of race, genetic information, color, religion, sex, sexual orientation, national origin, age, disability or veteran status or any other status or classification protected by applicable law.

It is understood by the parties that whenever the masculine pronoun or gender is used in this Agreement such use includes the feminine pronoun or gender, except where a bona fide occupational requirement exists.

### **ARTICLE 14** **STEWARDS AND UNION VISITATION**

The Union shall designate shop stewards.

The representatives of the Local or International Union shall have the right to visit the premises of the Employer on Union business up to two (2) hours before an event and as late as half (1/2) hour after doors open. One (1) Union representative may remain on

site, but will limit themselves to conversations with employees on break in the employee break rooms. In the event the Union representative is outside of the break area, except when in transit to and from the break rooms, to and from the restroom, to and from exit or purchasing food or beverage, the Union representative may be barred, after doors.

Two (2) Union bulletin boards, measuring no more than 24"x36", shall be provided by the Union and installed by the Employer in the area near the employee clock and in the warehouse.

The Union will supply the Company with a list of Union representatives.

**ARTICLE 15**  
**NEW CLASSIFICATIONS**

If new classifications are required, the parties agree to negotiate concerning the rates thereof.

**ARTICLE 16**  
**LEAVE OF ABSENCE**

The Employer shall grant an employee an unpaid medical leave of absence for a maximum time period of twelve (12) months, provided the employee submits to the Employer required medical documentation thirty (30) days in advance of the leave, whenever possible, or when the need for the leave arises. The Employer may request that an employee periodically provide reverification of the medical necessity for the leave. The Employer may grant additional leave of absence periods at its discretion. An employee failing to return to work upon expiration of a leave of absence shall be removed from the payroll.

The Company agrees to grant a leave of absence without loss of seniority for a maximum of six (6) months to any employee requesting such leave to conduct Union business.

**ARTICLE 17**  
**REST PERIODS AND LUNCH PERIODS**

Each employee who is continuously employed for four (4) or more hours in a work day shall be given a fifteen (15) minute rest period during each four (4) hours of continuous employment in any work day.

Each employee who is continuously employed for five (5) or more hours in a work day shall be given a thirty (30) minute lunch period on his/her own time as designated by the Employer. Employees will be allowed to take their lunch break in areas other than their immediate work station except those locations designated by the Employer or its client as restricted areas. Employees who staff a portable workstation shall be entitled to take their fifteen (15) minute rest/meal period prior to the doors being open.



**ARTICLE 18**  
**HEALTH AND WELFARE**

**Section 1. Eligibility:** A regular employee, for the purpose of benefit eligibility, is defined as an employee that regularly works or is anticipated to regularly work thirty (30) hours or more per week.

A regular employee shall be eligible for health and welfare benefits on the first (1<sup>st</sup>) day of the month following sixty (60) days of employment.

A variable employee, for the purpose of determining benefit eligibility, is defined as an employee that does not regularly work, or is not anticipated to regularly work, thirty (30) hours or more per week.

A variable employee that works one thousand five hundred sixty (1,560) hours as of the first (1<sup>st</sup>) anniversary of their employment will be eligible for benefits on the first (1<sup>st</sup>) day of the month following their anniversary date. Thereafter, the look back period, for the purpose of determining eligibility for a variable employee is defined as the twelve (12) calendar month period beginning on October 1 and ending on September 30. A variable employee that works one thousand five hundred sixty (1,560) hours during the look back period shall be eligible for benefits for the twelve (12) month period beginning on January 1.

Administration of eligibility for medical benefits will be compliant with the provisions of PPACA, as amended from time to time.

**Section 2. Medical Insurance:** Aramark will provide eligible employees the opportunity to enroll in Medical benefits provided through an Aramark sponsored carrier. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Medical benefits package for all Aramark employees or as required by law. Other changes might include a change in the insurer, health maintenance organization, or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with the start of the plan year, January 1<sup>st</sup>.

Employee contributions for benefits will be at the standard Aramark rates and are subject to change from time to time in accordance with changes made for all Aramark employees, or as required by law.

**Section 3. Dental Insurance:** Aramark will provide eligible employees the opportunity to enroll in Dental coverage provided through an Aramark selected provider. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Dental package for all Aramark employees or as required by law. Other changes may include a change in the insurer or other service provider that provides the benefits or establishes the network of participating providers.

Any changes to premiums or eligibility will be effective with the start of the plan year, January 1<sup>st</sup>.

Any employee who chooses to enroll in Dental coverage will be responsible for one hundred percent (100%) of the total premium cost and are subject to change from time to time in accordance with changes made for all Aramark employees, or as required by law.

**Section 4. Vision Insurance:** Aramark will provide eligible employees the opportunity to enroll in Vision coverage provided through an Aramark selected provider. The plan(s), plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Vision package for all Aramark employees or as required by law. Other changes might include a change in the insurer or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with the start of the plan year, January 1<sup>st</sup>.

Any employee who chooses to enroll in Vision coverage will be responsible for one hundred percent (100%) of the total premium cost and are subject to change from time to time in accordance with changes made for all Aramark employees, or as required by law..

**Section 5. Basic Life and AD&D Insurance:** Aramark will provide Basic Life and Accidental Death & Dismemberment coverage with a minimum of five thousand dollars (\$5,000.00) effective on the first day of eligible employment. The coverage will be one hundred percent (100%) paid by Aramark.

#### **ARTICLE 19** **NO LOSS OF WAGES, BENEFITS OR CONDITIONS**

**Section 1.** No employee covered under this Agreement shall suffer any loss of wages, benefits or conditions existing prior to the signing of this Agreement unless such changes have been made subsequent to that date by mutual agreement of the parties hereto.

**Section 2.** The employer shall institute a non-matching 401(k) plan for all employees.

#### **ARTICLE 20** **HOLIDAYS**

All employees who have completed thirty (30) calendar days of employment with the Employer and who work on Thanksgiving Day, Christmas Day (defined as December 25<sup>th</sup>), New Year's Day (defined as January 1<sup>st</sup>), Labor Day and Easter Sunday shall receive one and one-half (1-1/2) times their straight time earnings for work performed on that day.

**ARTICLE 21**  
**LABOR MANAGEMENT COMMITTEE**

**Section 1.** The Employer and the Union agree that there shall be a Labor Management Committee consisting of an equal number of Management and Union members (maximum of three [3] plus the Union representative) to apprise each other of issues related to the operations and the work force; all with the aim of promoting a better understanding between the parties. Meetings will be held quarterly, unless mutually agreed upon. A mutually agreed upon agenda shall be established prior to 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. Each part will designate their representative(s) to the Labor Management Committee.

**Section 2.** Following the discussion of matters pertaining to operations, the Committee shall address issues of health and safety for the purpose of identifying and eliminating potential safety hazards throughout the facility and to reduce accidents.

**ARTICLE 22**  
**NO STRIKE, NO LOCKOUT**

**Section 1.** No employee(s) shall engage in any strike, sympathy strike, sit-down, slow-down, sit-in, picketing boycott or other interference of a similar nature with the operations of the Employer during term of this Agreement.

**Section 2.** The Union and its officers, agents, representatives, and members shall not directly or indirectly authorize, assist, encourage, ratify or condone, participate in or sanction any strike, sympathy strike, sit-down, slow-down, sit-in, picketing, boycott or other interference of a similar nature with the operations of the Employer during term of this Agreement.

**Section 3.** In addition to any remedy or right provided by applicable law or statute, should any strike, sympathy strike, sit-down, slow-down, sit-in, picketing boycott or other interference of a similar nature with the operations of the Employer occur during term of this Agreement, then as soon as possible, the Union shall:

- a) Disavow such action by the employees involved;
- b) Advise the Company, in writing, that such action by the employees involved has not been called or sanctioned by the Union;
- c) Notify employees involved of its disapproval of such action and instruct such employees to cease such action and return to work immediately

**Section 4.** An employee who violates Section 1 and/or Section 2 of this Article shall be subject to discipline up to including discharge and without recourse to arbitration; except the Union may arbitrate whether the employee committed a violation of this

Article but not the disciplinary action taken by the Employer when a violation has occurred other than when the Union alleges disparate treatment by the Employer in the application of discipline and/or discharge.

**Section 5.** The Employer agrees that it will not lock out employees during the term of this Agreement.

**ARTICLE 23**  
**SAVINGS CLAUSE**

It is the intent of the parties to abide by all applicable Federal, State, and local statutes covering the subject matters of this Agreement. Should any provision of this Agreement be declared illegal all, other provisions of this Agreement shall remain in full force and effect.

**ARTICLE 24**  
**PAST PRACTICES**

This Agreement represents the sole and complete agreement between the parties and supersedes all prior agreements, understandings, and practices whether written or oral, express or implied that may have been in effect prior to the effective date of this Agreement.

**ARTICLE 25**  
**COMPLETE AGREEMENT**

This Agreement, reached as a result of collective bargaining, represents the full and complete agreement between the parties and supersedes all previous agreements, whether written or oral, between the parties.

**ARTICLE 26**  
**TERM OF AGREEMENT**

The term of this Agreement shall become effective on April 21, 2014 and except as otherwise provided herein, shall remain in full force and effect through April 20, 2018, and shall be automatically renewed from year to year thereafter unless either party gives the other party written notice of its desire to terminate or modify the Agreement at least sixty (60) days prior to the expiration date.

IN WITNESS WHEREOF, the parties above named have caused this Agreement to be executed by their duly authorized officers and agents this 21st day of April, 2014.

UNITE-HERE, Local 23

 8/8/14  
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ARAMARK Sports, LLC

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**SCHEDULE A**  
**HOURLY WAGE SCALE**

During the term of this Agreement, the following minimum rates shall prevail:

Classification	4/21/14	10/21/14	4/21/15	10/21/15	4/21/16	10/21/16	4/21/17	10/21/17
Stand Mngr	\$11.45	\$11.65	\$11.80	\$12.00	\$12.15	\$12.30	\$12.45	\$12.60
Asst. Stand Mngr	\$10.87	\$11.07	\$11.22	\$11.42	\$11.57	\$11.72	\$11.87	\$12.02
Stand Help	\$8.91	\$9.11	\$9.26	\$9.46	\$9.61	\$9.76	\$9.91	\$10.06
Stand Cook	\$9.15	\$9.35	\$9.50	\$9.70	\$9.85	\$10.00	\$10.15	\$10.30
Runner/Utility	\$9.77	\$9.97	\$10.12	\$10.32	\$10.47	\$10.62	\$10.77	\$10.92
Port.Bar / Bar Mngr	Minimum +\$0.10	+\$0.10	+\$0.08	+\$0.10	+\$0.08	+\$0.08	+\$0.08	+\$0.08
Stand Cashier	\$9.54	\$9.74	\$9.89	\$10.09	\$10.24	\$10.39	\$10.54	\$10.69
Port Bar/ Other	Minimum +\$0.10	+\$0.10	+\$0.08	+\$0.10	+\$0.08	+\$0.08	+\$0.08	+\$0.08
Bartender	Minimum +\$0.10	+\$0.10	+\$0.08	+\$0.10	+\$0.08	+\$0.08	+\$0.08	+\$0.08
Kitchen Cook	\$11.28	\$11.48	\$11.63	\$11.83	\$11.98	\$12.13	\$12.28	\$12.43
Food Prep / Comm Prep	\$10.25	\$10.45	\$10.60	\$10.80	\$10.95	\$11.10	\$11.25	\$11.40
VIP Server	Minimum +\$0.10	+\$0.10	+\$0.08	+\$0.10	+\$0.08	+\$0.08	+\$0.08	+\$0.08

The rate of pay for non-tipped classifications summarized in the above table reflects the following pay increases:

- Effective April 21, 2014 by twenty cents (\$0.20).
- Effective October 21, 2014 by twenty cents (\$0.20).
- Effective April 21, 2015 by fifteen cents (\$0.15).
- Effective October 21, 2015 by twenty cents (\$0.20).
- Effective April 21, 2016 by fifteen cents (\$0.15).
- Effective October 21, 2016 by fifteen cents (\$0.15).
- Effective April 21, 2017 by fifteen cents (\$0.15).
- Effective October 21, 2017 by fifteen cents (\$0.15).

The rate of pay for tipped classifications summarized in the above table reflects the following pay increases:

- Effective April 21, 2014 by ten cents (\$0.10).
- Effective October 21, 2014 by ten cents (\$0.10).
- Effective April 21, 2015 by eight cents (\$0.08).
- Effective October 21, 2015 by ten cents (\$0.10).

Effective April 21, 2016 by eight cents (\$0.08).  
Effective October 21, 2016 by eight cents (\$0.08).  
Effective April 21, 2017 by eight cents (\$0.08).  
Effective October 21, 2017 by eight cents (\$0.08).

Employees whose rates of pay are in excess of the minimum rates set forth, shall receive not less than the minimum across the board increases provided for employees in their respective job classifications. All employees being paid above Union wage will receive the same increase in their classification.

Vendors shall receive commissions on sales as follows:

Beer - Fifteen and one quarter percent (15-1/4%)  
All Other Items - Sixteen and one quarter percent (16-1/4%)

Seniority Premium An employee with two (2) years or greater service with the Company shall receive a premium of twenty cents (20¢) per hour above his/her rate of pay. The premium shall become effective on the first (1<sup>st</sup>) day of the month following completion of two (2) years of service. An employee having completed five (5) years of continuous service shall receive an additional ten cent (10¢) premium. An employee having completed ten (10) years of continuous service shall receive an additional ten cent (\$0.10) premium.

The Employer reserves the right to pay qualified employees at a rate of pay which exceeds the classification rates as established above. This shall be in no way construed as nullifying the agreed upon wage rates as established for the term of this Agreement. The agreed upon wage rates are minimum rates for the classifications specified.

Employees predicated upon the number of events worked in a contract year (i.e. May 18, 2014 to May 17, 2015) may earn an incentive bonus as follows:

1. Upon the completion of working fifty (50) events in a contract year an additional bonus of one hundred dollars (\$100.00) shall be paid.
2. Upon the completion of working one hundred (100) events in a contract year an additional bonus of one hundred and fifty dollars (\$150.00) shall be paid.
3. Upon the completion of working one hundred fifty (150) events in a contract year an additional bonus of two hundred dollars (\$200.00) shall be paid.
4. Upon the completion of two hundred (200) events in a contract year an additional bonus of three hundred dollars (\$300.00) shall be paid.

LETTER OF UNDERSTANDING

Between

ARAMARK Sports LLC  
at  
The Pepsi Center  
Denver, Colorado

And

UNITE-HERE, Local 23


Re: Vendors

This letter will confirm that for the duration of the Collective Bargaining Agreement, although not forming a part thereof, the following understanding was reached by the parties concerning Vendors.





In the event of two (2) or more Vendors at the Pepsi Center and Denver Coliseum having the same seniority date, the employees' overall Aramark seniority date will be used for purposes of breaking the tie.

Vendors will be offered work on the basis of their seniority. Vendors will be allowed product selection based on their seniority. Vendors shall be assigned location of work as follows: Vendors working Avalanche events shall have their sections rotated each event. Current sections are attached to this Letter of Agreement, and those sections shall be rotated clockwise. Management reserves the right to increase or decrease the number of vendors or sections. Sick calls shall have their slots filled by management with a replacement person whenever management decides to call in a replacement person. Vendors working non-Avalanche events shall continue to be assigned locations by the system in effect on March 2006.

UNITE-HERE, Local 23

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ARAMARK Sports, LLC

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**AVS Section Assignments**

**LOWER LEVEL SECTIONS**

102 – 116

118 – 132

132 – 148

**UPPER LEVEL SECTIONS**

322 – 362 AVS BANNER SIDE

362 – 322 NUGS BANNER SIDE

**ICE CREAM**

LETTER OF UNDERSTANDING

Between

ARAMARK Sports, LLC  
at  
The Pepsi Center  
Denver, Colorado

And

UNITE-HERE, Local 23


RE: VIP Servers





This letter will confirm that for the duration of the Collective Bargaining Agreement, although not forming a part thereof, the following understanding was reached by the parties concerning VIP Servers. VIP Servers will be offered work on the basis of their seniority. VIP Servers shall be assigned location of work as follows: Beginning each season, VIP Servers will be allowed to utilize their seniority to select their desired side of the floor, within each side, sections will be rotated clockwise for each event. If an employee's preferred location is not available, that employee will be placed at a work location at management's discretion; provided however, that in the event an employee's preferred work location will not be available for an extended period of time or is closed permanently, that employee will be given the opportunity to choose a new preferred location.

In addition, in lieu of the incentive bonus for number of events worked in a contract year per Schedule A, VIP Servers who work all Nuggets games, will receive an incentive bonus of one hundred dollars (\$100.00).

UNITE-HERE, Local 23

ARAMARK Sports, LLC

  
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LETTER OF UNDERSTANDING

Between

ARAMARK Sports, LLC  
at  
The Pepsi Center  
Denver, Colorado

And

UNITE-HERE, Local 23

RE: Portable Bar Managers


ARAMARK Sports LLC ("Employer") and UNITE-HERE, Local 23 ("Union") agree to continue the following past practice:

The following named employees shall continue to work in the classification of Portable Bar Managers at the following stands so long as they are employed:

- 110- Judy Driggers
- 122- Joann King, Sharon Spaegele
- 143-Floyd Sisneros, Vera Garcia

If any of these employees' employment is terminated for any reason then the Employer has the discretion as to who shall work at the Stand where that now-former employee worked.

UNITE-HERE, Local 23


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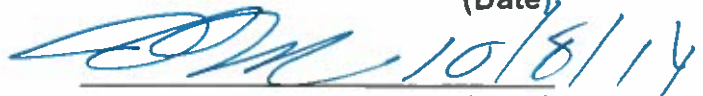
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LETTER OF UNDERSTANDING

Between

ARAMARK Sports, LLC  
at  
The Pepsi Center  
Denver, Colorado

And


UNITE-HERE, Local 23


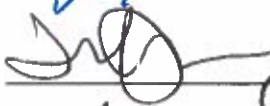
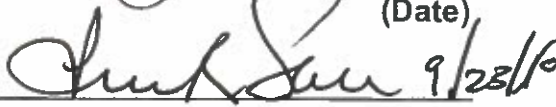

RE: Classification Seniority

The Employer will continue to schedule Pepsi Center employees that have thirty (30) or more events and hold classification seniority at the Pepsi Center on the date of ratification, at other Aramark venues throughout the Denver Metropolitan Area, according to the same terms and conditions as they have historically.

UNITE-HERE, Local 23

ARAMARK Sports, LLC

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LETTER OF UNDERSTANDING

Between

ARAMARK Sports, LLC  
at  
The Pepsi Center  
Denver, Colorado

And

UNITE-HERE, Local 23


RE: Menu Items

The following menu items will be offered to employees as part of their meal ticket:





Hamburger  
Cheeseburger  
Fish and Chips  
Hot Dog  
Salad, with or without chicken  
Pretzel, with our without cheese cup  
Popcorn  
French Fries  
Tater Tots  
Coffee  
Water

Grilled Chicken Sandwich  
Chicken Tender Basket  
Cheese Steak  
Bratwurst  
Deluxe Nachos  
Regular Nachos  
Onion Rings  
Taco Salad  
Frito Pie  
Hot Chocolate

UNITE-HERE, Local 23

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ARAMARK Sports, LLC

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