

COLLECTIVE BARGAINING AGREEMENT

CENTERPLATE HOSPITALITY VENTURE

EMPLOYER

And

UNITE HERE, LOCAL 737

UNION

BANQUETS, CONCESSIONS AND CULINARY

ORLANDO, FLORIDA

August 5, 2015 through August 4, 2018

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ARTICLE 1 – RECOGNITION

Section 1.1

Centerplate Hospitality Venture (hereinafter referred to as “Employer” or “Centerplate” or “Company”) agrees to recognize UNITE HERE, Local 737 (hereinafter referred to as “Union”) as the sole bargaining agent for the employees included in the Unit certified by the National Labor Relations Board in Case No. 12-RC-8305 (as amended by the parties during collective bargaining) for the purpose of collective bargaining with respect to wages, hours, working conditions, and the adjustment of grievances as defined herein.

Section 1.2

This Agreement and all its terms shall be binding upon the employees, the Employer, the Union, as well as their respective successors and assigns. Where the business of the Employer is sold, leased, transferred or otherwise disposed of through contractual arrangement by the Employer and the continuity of ownership in the business enterprise before and after such change remains substantially the same, this Agreement shall automatically extend to and be binding upon the new ownership.

Section 1.3

This agreement and all terms covers the Employer and employees at the Orange County Convention Center currently located at 9800 International Drive, Orlando, FL 32819 and 9899 International Drive, Orlando, Florida, 32819, also known as Phase V.

Section 1.4

The Company and the Union shall recognize the mutual benefit of joint meetings of representatives of both parties. Therefore, the Labor Management Committee is established to discuss and make recommendations in areas of mutual concern that have been referred to the Committee. The Committee shall be co-chaired by a Union Representative and the Company’s General Manager. The Unions’ Shop Stewards shall attend meetings of the Committee and shall be paid for the time attending the meeting.

ARTICLE 2 – SHOP STEWARDS

Section 2.1

Shop Stewards to administer and enforce the terms and conditions of this Agreement shall be designated by the Union. The Union will designate all Shop Stewards and notify the employer in writing of same.

Section 2.2

The Employer will not discriminate against a Shop Steward in the proper performance of his union duties provided that such duties do not unreasonably interfere with his regular work or with the work of other employees and provided further that he shall not leave his work station without first obtaining permission from the appropriate supervisor as to his intent, the reason therefore, where he can be reached and the estimated length of time he will be gone. Permission will not be unreasonably withheld, and each steward will make good faith efforts to minimize any disruption of work, and perform his duties in a professional manner.

Section 2.3

It is specifically understood and agreed upon that Shop Stewards shall have no authority to take strike action or any other action interrupting the Employer’s business.

Section 2.4

Employees designated as Shop Stewards will be entitled to super-seniority only for layoff and recall.

ARTICLE 3 – NOTICES

Section 3.1

The Employer shall provide six bulletin boards for the posting of official Union notices at the following locations: 1) outside the human resources office; 2) by the 4th floor kitchen; 3) by the food court 4) 3/2 banquet cage; 5) in the South Employee Entrance; and 6) in the North Employee Entrance. It is understood and agreed that no Union material or printed matter of any kind shall be posted in and about the premises of the Employer except on said boards, and all such notices will be on Union letterhead.

ARTICLE 4 – UNION ACTIVITY AND VISITATION

Section 4.1

Solicitation for Union purposes by Union members and/or duly authorized agents shall not take place during working time, in working areas or in public areas. Such activities may be conducted by the employees in non-public, non-working areas and on non-working time. Unless otherwise agreed, such activities shall take place only in the employee cafeteria.

Section 4.2

Representatives of the Union shall be permitted to enter all areas of the Employer to administer the provisions of this Agreement. It is agreed that any visitation by authorized representatives of the Union to administer the provisions of the Agreement shall be done in such a manner as to not interrupt the performance of the employees' work assignments.

Section 4.3

The Company agrees to allow the Union to place a table outside of new hire orientations after the orientation sessions.

ARTICLE 5 – WAGES

Section 5.1

Appendix A, attached to this Agreement, contains a list of the prevailing rates of pay (also called the "minimum rates") for the covered classifications of work, which will be maintained by the Employer for the term of this agreement.

Section 5.2

It is agreed by the parties hereto that no employee who may be receiving a higher rate of pay than provided in Appendix "A" shall suffer a reduction in pay as a result of the Agreement.

Section 5.3

Entry Rates: All new employees with the exception of banquet captains, servers and bartenders, will be paid at an entry rate as provided in Appendix "A".

ARTICLE 6 – HOURS OF WORK

Section 6.1 Payroll

Employees shall be paid weekly. A payroll period is a period of seven (7) days starting at 12:01 a.m. on a Wednesday and ending at 11:59 p.m. on the following Tuesday.

Section 6.2 Work Week

The normal work week for full-time employees covered under this Agreement shall be forty (40) hours beginning at 12:01 a.m. Wednesday and ending at 11:59 p.m. the following Tuesday. However, the level of business will dictate work schedules. There is no guarantee of any minimum number of hours per week, and

employees may be scheduled to work more or less than a normal work week. The Employer will post a work schedule each week no later than noon on Wednesday, in the Banquet Department (including bars). In all other departments, the schedule will be posted no later than noon on Thursday. Once a department schedule is posted, no employee will be removed from scheduled hours or days except for lack of business or including, but not limited to, fire, flood, hurricane, acts of God, civil disturbances, picketing, threats of harms, unexpected cancellations, or by order of the Orange County Convention Center.

Section 6.2.A Calling Out

Culinary employees whose shifts start before 7:00 am shall be required to call out no later than one (1) hour ahead of their scheduled shift start time. Employees whose shifts start after 7:00am shall be required to call out no later than two (2) hours ahead of their scheduled shift start time.

Section 6.2.B Clocking In

Staff may not clock in earlier than 7 minutes prior to their scheduled shift or clock out more than 7 minutes after the end of their scheduled shift unless specifically requested by a manager. Such a request must be verified by the manager's signature on the associated sign in page. Clock times 7 minutes or less before the scheduled shift starting time or 7 minutes or less after shall be rounded to the nearest hour for timekeeping purposes. Employees who clock in 7 minutes or less after their scheduled shift start time will not be considered tardy.

Section 6.2.C Clocking Out

Staff may not work beyond their scheduled time or attain overtime without the specific permission and a request of a manager. Such a request must be verified by the manager's signature on the associated sign out page. When a staff member is requested to end their shift due to adjustments made because of business conditions, employees must clock and sign out immediately without regard for the original scheduled time. No such request may result in a shift of less than four (4) hours.

Section 6.3 Report Pay

- A. An employee who reports to work as directed or as previously scheduled who was not given prior notice not to report due to lack of work for him and who is not put to work will receive four (4) hours of pay at their prevailing hourly rate. This payment is in lieu of not working and will not be paid if the employee is put to work. The Employer may call off the employee by telephone up to eighteen (18) hours prior to the employee's start time. A telephone call to the employee's designated telephone number on file in their home department is sufficient notice.
- B. An employee who reports for work as directed or as previously scheduled who is not given advance notice not to report due to lack of work for him but who is put to work in lieu of the four (4) hours specified in sub-section (A) above, will be allowed to work six (6) hours with the exception of the banquet servers, banquet bartenders and banquet captains who may work only three (3) hours. The work assigned to the affected employee will not operate to reduce the work schedule of the other employees. However, if an employee who is not given prior notice to report but is put to work requests that he be released from work early, or if, on request of the Employer, the employee voluntarily agrees to leave work before the end of his shift, then the employee will be paid only for the hours actually worked.
- C. No pay specified in this section will be paid to an employee if work is not available, or if work is curtailed prior to the end of the shift due to conditions beyond the control of the Employer, including, but not limited to, fire, flood, hurricane, acts of God, civil disturbances, picketing, threats of harm, unexpected cancellations, or by order of the Orange County Convention Center.

- D. In any event, an employee will not be paid under this section if he is in fact advised not to report in, as set forth in 6.3A above.
- E. Employees, except banquet servers, banquet bartenders and banquet captains (see Extended Benefits in Appendix A), attending mandatory meetings will receive pay at their regular rate for such attendance during a work shift. If an employee is scheduled to attend a meeting not during his work shift, he will receive a minimum of four (4) hours pay on the day of the meeting attended.
- F. Temporary employees obtained from a temporary agency will not be scheduled for work unless all full-time and on-call employees in their department have been offered the opportunity to work, except in the event of a verified emergency.

Section 6.4

In the event that an employee incurs an occupational injury or illness and the Employer excuses the employee from further work on that day, he shall be paid the balance of his scheduled straight time or overtime shift.

Section 6.5

When no work is available for full-time hourly employees in their home classifications, the Employer will make a good faith effort to consider them for work in other departments or classifications for which they are qualified and capable. In such situations, pay will be as follows:

Non-tipped employees working in banquets:	Server rate listed in Appendix A plus service charges
Tipped employees working in non-tipped jobs:	\$11.00 per hour
Non-tipped employees in another non-tipped job:	Entry rate of the classification in which the work is being performed, or \$11 per hour, whichever is lower

Every February and September the Employer will post a list for each classification. Interested employees may sign up indicating their willingness to work in any classifications(s). When the Employer has a need for employees beyond the number of full-time staff in a classification, the Employer will first schedule qualified and capable employees from the sign-up list in seniority order before calling on-call employees.

Training for non-tipped hours will be paid at \$1.00 per hour above the Florida minimum wage and will last no longer than 3 shifts. The Employer will make a good faith effort to train interested employees. The parties will review training during Labor Management meetings.

ARTICLE 7 – OVERTIME

Section 7.1

The Employer will pay time and one-half the employee's basic straight time hourly rate for all hours worked in excess of forty (40) hours in a work week, or in excess of eight (8) hours in one day.

The Employer will pay time and one-half an employee's hourly rate for all hours worked on the sixth day of work and double time on the seventh day of work within the work week.

Overtime calculations in the Agreement do not apply to banquet captains, servers, and/or bartenders as set forth in Section 7(i) of the Fair Labor Standards Act.

Section 7.2

There shall be no pyramiding of overtime.

ARTICLE 8 – HOLIDAYS

Section 8.1

Each full-time employce covered by this Agreement shall be entitled to holiday pay for the following holidays: July 4 (Independence Day), New Year's Eve, New Year's Day, Christmas Eve Day, Christmas Day, Labor Day, Martin Luther King Day, Memorial Day, and Thanksgiving Day. Each full-time employee on the active payroll also will be entitled to one (1) additional "floating" holiday to be scheduled upon permission of the employee's supervisor. Floating holidays may not be carried over for from one year to the next

Section 8.2

Full-time employees not working on any of the above listed holidays shall be paid a sum calculated on the basis of eight times their extended benefit rate.

Section 8.3

To be eligible to receive the holiday pay for any of the holidays as specified above, a full-time employee must have worked his scheduled day immediately before and the scheduled day immediately after the holiday unless given written permission for an absence or is excused in writing by appropriate supervision for either or both days. However, employees on a leave of absence for seven (7) days or longer will not be eligible for holiday pay.

Section 8.4

Full-time employees scheduled for work and actually working on a holiday shall be paid their straight time hourly rate for all hours worked as well as the sum as set forth in Section 2 above.

ARTICLE 9 – VACATIONS

Section 9.1

All full-time employees who have been continuously employed for more than one year by the Employer will be entitled to vacations based on their length of service under this contract and in accordance with the following schedule: After one full year of employment eighty (80) hours; after five full years employment one hundred twenty (120) hours; after ten full years of employment on hundred sixty (160) hours at the employee's prevailing hourly rate of pay. Employer will honor employee's hire date at the Orange County Convention Center for the purposes of determining the amount of vacation to be earned by the employee, provided the employee proves continual employment from claimed hire date. Documentation must be consecutive tax records or social security records provided by the employee.

Section 9.2

The Employer will schedule the vacation periods for all employees in order to insure the orderly uninterrupted operation of the Convention Center. Consideration will be given to the time request by an employee whenever possible. In the event of a conflict of dates for a requested period affecting two or more employees the employee with the greater length of service will be granted vacation time off by the Employer.

Section 9.3

The employee may request payment of any unused vacation in lieu of time off. Vacation time off and pay may not be carried over from year to year.

ARTICLE 10 – SENIORITY

Section 10.1

A new employee shall be considered a probationary employee for a period of ninety (90) days. The Employer may terminate the employment of a probationary employee at any time without reservation and without regard to the just cause provisions of Article 20.

Section 10.2

Once an employee covered by this Agreement ceases to be a full-time employee and is thereafter rehired by the Employer, he or she shall be rehired as if the Employer had never employed him or her. The new hire date will be used for all purposes under this Agreement.

Section 10.3

The principles of seniority under this Agreement shall be applied only in matters of days off, vacation, schedules, and layoffs and recalls. Seniority will also apply to work schedules as described in Section 6.3F. The Employer will honor employee's hire date at the Orange County Convention Center for seniority purposes, provided the employee proves continual employment from claimed hire date. Documentation must be consecutive tax records or social security records provided by the employee.

Section 10.4

Whenever it becomes necessary to reduce the working force, employees with the least seniority in the applicable job classifications will be laid off first providing that the remaining employees possess the necessary skills, qualifications and abilities to perform available work as determined by the Employer.

Section 10.5

Employees eligible for recall shall be offered the opportunity to return to work according to their seniority provided the employee possesses the necessary skills, qualifications and abilities to perform the available work.

Section 10.6

Seniority shall be lost for the following reasons:

- A. Voluntary Quit
- B. Discharge
- C. Lay-off for lack of work for a period in excess of three (3) months
- D. Failure to return to work upon recall
- E. No call no report for three days within any six (6) month period will result in discharge.

Section 10.7

The Employer shall maintain and post a separate seniority list for full-time employees by classification.

Section 10.8

Full-time employees shall consist of the 113 employees who have been designated by the Union and previously approved by Centerplate Hospitality Venture (Centerplate). (Attached in Appendix "B") The Company and the Union agree that these three (3) additional full-time positions shall be added as follows:

- 1 Culinary Lead
- 2 Servers

A full-time employee owes a duty to be available for any shift unless unable to work due to scheduled and pre-authorized vacation, jury duty, bona fide illness, or bereavement. A full-time employee who repeatedly fails to be available for a scheduled shift, other than for the reasons stated in the preceding sentence may, in

addition to other discipline, be removed from full-time status, and he/she will cease receiving benefits, which are solely granted to full-time employees. The Employer may require the employee to substantiate an absence for illness with written certification from the employee's doctor or health care provider.

Section 10.9

All other employees who are not full-time are considered on-call employees and have no seniority.

Section 10.10

The Employer will provide to the Union a list of the full-time and current on-call employees quarterly in January, April, July, and October each year.

ARTICLE 11 – JURY DUTY

Section 11.1

Full-time employees who have completed the probationary period and are called and who serve as jurists during a scheduled shift shall suffer no loss of earnings as a result of such service. Upon certification from the Clerk of the Court the Employer shall supplement their per diem juror allowance as shown by a copy of the check or other record received from the court, and shall pay the difference between what the employee would have earned at their prevailing hourly rate (excluding over-time) had he or she worked the hours during their scheduled shift that they would have worked on the days in questions and that actually paid for services as a juror.

ARTICLE 12 – LEAVE OF ABSENCE

Section 12.1

Upon written request to the Employer and for good cause shown the Employer may grant full-time employees a personal leave of absence for a maximum of thirty (30) days upon the merits of the request and the circumstances involved. The granting of such leave shall be at the Employer's discretion. During such leave the employee's seniority shall be retained but shall not accumulate up to a maximum of thirty (30) days.

Section 12.2 Family and Medical Leave

The Employer will comply with the provisions of any state or federal Family and Medical Leave Act.

Employees on leave will be required to pay their portion of the insurance premium (if any) in order to keep coverage in force. Reinstatement is guaranteed for six (6) months when an employee is granted a leave of absence for personal illness.

Section 12.3

The terms of any leaves approved by the Employer under Sections 1 and 2 shall be in writing with a copy to the employee and one copy to the Union office.

ARTICLE 13 – BEREAVEMENT LEAVE

Section 13.1

Full-time employees bereaved by the death of a member of their immediate family will be granted time off with pay immediately following the death, with the exception of delayed scheduling of the funeral or burial duties.

The deceased must have been a member of the employee's immediate family, defined as spouse, children (adopted or natural), parents of the employee, parents of employee's spouse, brothers, sisters, brothers or sisters of employee's spouse, grandparents of either employee or spouse, grandchildren of either employee or spouse. Bereavement leave benefits will be paid up to a maximum of three previously scheduled work days, calculated for purposes of this provision at eight (8) hours per day at the employee's prevailing rate of pay. Bereavement leave benefits may not be accumulated nor will any employee be paid for any unused bereavement leave. Bereavement leave will not be paid in addition to payment, which may otherwise be provided for the day such as holiday pay or personal day pay. However, if the period of bereavement occurs during an authorized vacation period, then upon request the employee may be allowed additional days of vacation (not to exceed three) to match and compensate for the period of bereavement. An employee who is on an authorized leave of absence is not eligible for bereavement pay.

The relationship of the deceased and the location of the funeral should be noted on the request for bereavement pay. Verification of the death must be provided, if requested, prior to payment of the bereavement benefit. Request for bereavement benefits must be submitted to and approved by the employee's direct supervisor, or the Director of Human Resources.

ARTICLE 14 – PERSONAL DAYS

Section 14.1

Full-time employees covered by this Agreement after completing their probationary period shall earn and accrue personal days at the rate of 5/12 of a day per month, a total of five (5) days per year beginning after the first full year of full-time employment. Personal days, which have been earned and accrued by an employee, can be applied against time off from work. An employee may accumulate no more than ten (10) unused personal days. Personal days over ten (10) will be paid out as vacation pay on the first pay period following the employee's anniversary date.

Section 14.2

Compensation for a full day of earned personal days will be calculated on the basis of eight (8) times the applicable hourly rate for the employee in effect at the time this benefit is claimed.

ARTICLE 15 – UNIFORM AND GROOMING CODE

Section 15.1

The Employer will provide certain items of clothing as outlined in Section 15.4. Such clothing shall at all times remain the property of the Employer. Employees will keep the uniforms issued to them in a satisfactory condition. Employees requiring replacement uniforms will return damaged or worn articles to the Human Resource office for replacement.

Section 15.2

It is recognized and agreed that the Employer may make and enforce rules relating to the personal appearance, grooming and dress of the employees subject to grievance by the Union that such rules are unreasonable. Such rules may be amended from time to time.

Section 15.3

The Employer agrees to allow employees to wear Union pins, distributed to the Union to its members, so long as the size, color or configuration of the pin does not create a safety hazard, or a distraction from the tasteful appearance of the employee. The Union, before issuing pins to employees, will show a sample to the General Manager.

Section 15.4

The Employer will furnish the following items of clothing to all full-time employees working in the job classifications set forth below. Numbers in parentheses refer to the number of items furnished to full-time employees during their first week of employment. Other employees may, at the Employer's sole discretion, be provided with a lesser number. Employees may trade out uniforms once a year. Trade out means they may bring their old uniforms to HR and exchange new uniforms for them. If before the year is up and their uniform is in bad condition, they may bring them to HR to exchange.

Restaurants/Concessions Supervisor	Employer Provides Light Green Camp Shirts (4)	Employee Provides Black Socks/Stockings Black Shoes – Non Skid Black Pants/Skirt
Cashier/Counter	Yellow Camp Shirts (4)	Black Socks/Stockings Black Shoes – Non Skid Black Pants/Skirt
Vendors/Runners	Black/Red Camp Shirts (4)	Black Socks/Stockings Black Shoes – Non Skid Black Pants/Skirt
Culinary Lead/Hot Prep/Bakery and Garde Manger	Employer Provides White Coats (4) Aprons (in-house)	Employee Provides Black Socks/Stockings Black Shoes – Non Skid Black Pants/Skirt
Lead Steward	Black Coats (4)	Black Socks/Stockings Black Shoes – Non Skid Black Pants/Skirt
Steward	Royal Blue Polos (4)	Black Socks/Stockings Black Shoes – Non Skid Black Pants/Skirt
Steward Runner	Black Polos (4)	Black Socks/Stockings Black Shoes – Non Skid Black Pants/Skirt
Banquets Captain	Employer Provides White Jackets (4) Tangerine Camp Shirts (4) Light Blue Camp Shirts (4)	Employee Provides Black Socks/Stockings Black Shoes – Non Skid Black Pants/Skirt
Server /Bartender	Black Jackets (2) Tangerine Camp Shirts (4) Light Blue Camp Shirts (2)	Black Socks/Stockings Black Shoes – Non Skid Black Pants/Skirt
Aisle Attendants	Black/Gray Camp Shirts (4)	Black Socks/Stockings Black Shoes – Non Skid Black Pants/Skirt

Section 15.5

Banquet employees (captains, servers and bartenders) are permitted to wear department assigned color camp shirts on set-up days and outdoor events (unless prohibited by client); provided, however that such employees must also have a regular uniform on property.

ARTICLE 16 – MEAL AND REST PERIODS

Section 16.1

The Employer shall permit a paid one-half hour period for employees to eat one meal during their regularly scheduled workday. The exception is banquet servers, banquet captains and banquet bartenders who must work a minimum of six (6) hours before receiving a meal. Then Employer agrees to provide a meal to each employee, at no cost to the employee. The Employer shall provide space and facilities where the employees may eat their meals. For employees working by the hour, a second meal will be provided when the employee is assigned more than eight (8) hours of work in one day. For employees working on shifts, a second meal will be provided if the employee works two or more meal shifts in one day (Breakfast, Lunch or Dinner). Under all circumstances, no more than two meals will be provided to any employee in one day. Coupons will be issued by supervisory staff to those eligible for a meal in the employee cafeteria. For those times when the cafeteria is not available, the employer will provide a meal.

Section 16.2

The employer will furnish and maintain sanitary toilet facilities.

ARTICLE 17 – NON-DISCRIMINATION

The Employer and the Union agree that the provisions of the Agreement shall be applied to all employees without regard to any individual's race, color, religion, sex, sexual orientation, age, disability, creed or national origin.

It is hereby specifically agreed and understood that any reference, including job classification, to the feminine gender shall be deemed to include the masculine gender and any reference, including job classification, to the masculine gender shall be deemed to include the feminine gender.

Section 17.1

The Employer and the Union recognize and expressly agree that the Employer is a leader in the field of premium dining in convention venues and that it has a highly demanding clientele which expects the highest of standard of service. Further, the Employer has strict obligations to satisfy Convention Center officials.

Section 17.2

The Union shall select and refer applicants for employment without discrimination against such applicants by reason of or in any way affected by Union membership.

Section 17.3

The Employer shall be free to hire employees from sources outside of the Union referral and may go to the "open market" for such employees.

Section 17.4

It shall be the policy of the parties to provide equal employment opportunities, including promotions to all qualified workers irrespective of color, religion, sex, sexual orientation, age, disability, creed or national origin.

ARTICLE 18 – NO STRIKE/NO LOCKOUT

Section 18.1

During the existence of this Agreement there will be no primary strike, no sympathy strike, no picketing, slow down, corporate campaigns, work stoppages or disruptive activity by the Union, a member of the Union or employees represented by the Union. There shall be no lockout by the Employer.

Section 18.2

For purposes of the Agreement it shall be a violation for any employee to fail or refuse to cross any picket line established at or in proximity to the Employer's property.

Section 18.3

The Union shall not sanction, aid or abet, encourage or condone a work stoppage, strike, picket or other disruptive activity at the Employer's property and shall undertake all possible steps and affirmative actions to prevent or to terminate any strike, picket, work stoppage, or other disruptive activity. No employee shall engage in activities that violate this Article. Any employee who participates in or encourages any of the above activities or engages in conduct, which interferes with the Employer's business activities or the normal operation of the Orange County Convention Center, shall be subject to disciplinary action not excluding termination.

ARTICLE 19 – MANAGEMENT RIGHTS

Section 19.1

The Employer has the sole right to direct and control the employees, including the right to layoff, promote and transfer, provided that no such action shall be taken because of the employee's Union activities or affiliation. The Employer shall also have the exclusive right to determine its operating policies in its facilities and to manage its business in the light of experience, business judgment, changing conditions and its Standards of service, including, but not limited to, the following specific rights:

- a. The right to determine the size and appropriate staffing levels of the work force for all events and other job assignments;
- b. The right to post reasonable rules and regulations governing the conduct and acts of employees during working hours. Violation of said rules and regulations may constitute cause for discipline or discharge;
- c. The right to create and change job activities that would properly fall within a given classification;
- d. The right to create and change job classifications, provided, however, that it negotiates regarding said changes and job combinations and/or wages rates in the event any issue arises concerning the above;
- e. The right to require employees to work outside their customary job duties or classifications in order to meet its reasonably unforeseen business needs (In such a situation, the employees will be assigned by reverse seniority, i.e., the employee with the least seniority will be assigned first);
- f. The right to determine what type of service to provide, the location of work areas, the selection of menu items, the right to subcontract, and the right to determine whether to increase its service venues within the Convention Center;

- g. The right to schedule meetings and paid training sessions for all employees as necessary to insure the quality of service and adherence to its Standards.
- h. The parties recognize that the Employer is required by contract with the client to subcontract a certain amount of business. The parties agree that should the Union feel that such subcontracting is having a significant effect on the hours and earnings of bargaining unit employees, at the Union's request a meeting will be held to discuss this issue.

ARTICLE 20 – DISCIPLINE AND DISCHARGE

High standards of conduct as determined and established by the Employer are necessary to preserve the Employer's reputation and public image and to insure a safe, harmonious and productive working atmosphere.

Section 20.1

The Employer has the exclusive right to issue written reprimands and otherwise to discipline including the discharge of any employees for just cause. Written warnings shall be signed by the employee and remain in the employee's personnel file for twelve (12) months from the date of issue. As quickly as possible the Employer will notify the Union in advance of the layoff, or discharge of a Shop Steward.

Section 20.2

A. Certain offenses are considered so serious that an employee may, at the discretion of the Employer, be discharged automatically. A non-exhaustive, but illustrative list of examples of such offense and misconduct include, but are not limited to the following:

1. Insulting, arguing, being discourteous or using profane language in the presence of a guest.
2. Fighting, use of threatening or profane words, regardless of who provokes it, may result in automatic termination of both parties.
3. Falsification of records such as medical forms, time cards or employment applications.
4. Using, being in possession of or being under the influence of narcotics, intoxicants, drugs or hallucinatory agents upon reporting to work, during working hours, or on the Employer's property at any time, or any violation of its Drug Free Workplace Program.
5. Conviction or a plea of guilty to any morals charge, felony or job related misdemeanor other than minor traffic offenses.
6. Violation of operating rules and procedures, which may result in damage to Employer property or in bodily injury to a fellow employee or guest.
7. Gambling or sleeping while on duty.
8. Dishonesty or misconduct that is detrimental to the Employer.
9. Repeated violation of the Employer's dress code and grooming policy.
10. A pattern of absenteeism and/or repeated tardiness.
11. Willful insubordination or refusing to obey a directive of a supervisor.

12. Bringing illegal drugs, alcoholic beverages, explosives or firearms or other weapons onto Company property.
13. Immoral or indecent conduct. Solicitation for immoral or illegal activity.
14. Intentionally abusing, misusing or destroying Company property, the property of other employees or guests.
15. Refusal to participate in or permit inspection of employee lockers, packages being removed from Company property, purses or other personal effects. A Shop Steward will be present when available during routine or scheduled inspections.
16. Clocking another employee in or out or requesting another employee to clock you in or out or any other falsification of timecards, schedules and attendance records.
17. Arguing with a customer.
18. Confronting customers about tips.
19. Consuming alcoholic beverages or controlled substances while on Company property; reporting for work under the influence of alcoholic beverages or controlled substances; being in possession, or bringing onto Company property, an intoxicating beverages or controlled substances; or other violation of the Company's alcohol and drug policy.
20. Failing to promptly report any accident, injury, illness, or unsafe condition, defective equipment or damage to Company property to your supervisor.
21. Knowingly serving inedible, unsanitary, or unsafe food.
22. Giving away Employer property, including, but not limited to, equipment, food, supplies or product without prior written authorization from your supervisor.
23. Making false or malicious statements concerning any customer, fellow employee; your supervisor, the Employer or its products.
24. Performing personal work on Employer time without prior permission from your supervisor.
25. Pouring or serving drinks for anyone other than a paying customer, or pouring drinks for another employee except as part of your job responsibility.
26. Refusing to participate and fully cooperate in the investigation of any accidents, theft or other incidents of misconduct on Employer property.
27. Violating the Employer's equal opportunity and/or sexual harassment policies.
28. Engaging in excessive, unnecessary or unauthorized use of Employer property including, but not limited to, equipment, supplies or product for personal purposes.
29. Leaving the premises while on duty (except as required by one's job) without prior approval from your supervisor, or leaving the workplace or the usual or assigned place of duty without the permission of your supervisor.

30. Having unauthorized firearms or other weapons of any kind on the Convention Center premises, including the parking lot, except that employees may have a pocket knife if the blade is an inch or shorter in length.
31. Violation of operating rules or procedures in a public area which results in damage to Employer property or bodily injury to a fellow employee or guest. This provision applies to negligence but does not apply to accidents.
32. Proven theft of Orange County, Centerplate, or guest equipment or materials.

B. Other offenses will normally be considered less serious and discipline less severe than discharge will be administered for the first offense. Repeat offenses, whether the same or different as prior offenses, may result in more severe discipline up to and including discharge. A non-exhaustive, but illustrative list of examples of such offenses and misconduct include, but are not limited to the following:

1. Violation of operating rules and procedures, which may result in damage to Employer property or in bodily injury to a fellow employee or guest.
2. Arguing with your supervisor or a fellow employee.
3. Causing or participating in cash or inventory shortages or overages.
4. Defacement or destruction of Employer property or the property of those who have retained us to perform services (for example and not by way of limitation, Convention Center owners or landlords), customers or fellow employees.
5. Failing to abide by all provisions of Employer training materials.
6. Failing to call in for an on-call shift.
7. Failing to follow prescribed safety, security, health or sanitation procedures, practices and policies.
8. Failing to follow prescribed smoking, eating or non-alcoholic drinking policies.
9. Failing to strictly adhere to all break-time requirements.
10. Failure of a full-time employee to be available for a shift, unless due to pre-scheduled and authorized vacation, jury duty, bona fide sickness, or bereavement.
11. Failing to perform your job properly or as required.
12. Failing to use the time recording system at the beginning and close of your shift and upon leaving and returning to Employer premises at any time during the workday.
13. Failing to immediately report a customer complaint to your supervisor.
14. Failing to wear appropriate and clean uniforms where required.
15. Marking on or destroying any literature on Employer bulletin boards or posting anything on bulletin boards without prior permission from your supervisor.
16. Sitting with customers at tables, unless invited to do so by such customers.

17. Working overtime without the specific permission of a supervisor.
18. Violating Employer appearance, grooming or hygiene standards and guidelines.
19. Violating Company safety, health, sanitation and security policies and guidelines.
20. All other offenses the Employer considers serious enough to merit discipline.
21. Reckless driving of golf carts, tugs, pallet jacks, flat beds, or forklifts or other rolling stock.
22. Proven failure to obey traffic rules when traveling between buildings.
23. Failure to obey instructions/requests or arguing with Orange County Deputies or OCCC Security.
24. Arguing with your supervisor or a fellow employee in a public area.
25. Causing an accident while operating golf carts, tugs, pallet jacks, flat beds or forklifts or other rolling stock.

Section 20.3

General Provisions: Any employee who is to be discharged must so be notified at the end of his scheduled shift. If this is not done and he reports to work the next scheduled shift and is not placed at work he shall receive a full shift's pay for so reporting. This shall not apply if the employee is suspended pending investigation or termination during a shift for misconduct occurring at that time.

Section 20.4

Just Cause; It is the policy of the Employer to base the discharge of an employee on just cause. The sole right to discipline and discharge and employee for cause is retained by the Employer. Further, the Employer reserves the right to reject any new employee at any time within the probationary period if, in its sole discretion, the Employer finds the employee to be an undesirable employee for any reason.

Progressive Coaching Sequence

The Progressive coaching Sequence is in order of severity. Some violations will necessitate starting out the process in the middle of the sequence and some will warrant immediate termination without any prior warning. The steps to the Progressive Coaching Sequence are as follows:

1. **Counseling** – Counseling is the first step in the Progressive Coaching Sequence. It is a short simple discussion that corrects behavior before it deteriorates to something more severe. Counseling Sessions provide positive reinforcement and constructive criticism and are primarily used as a form of training for employees.
2. **Verbal** – Verbal Warnings are the second step in the Progressive Coaching Sequence. These warning inform the employees of unacceptable behaviors and are documented on the Employee Disciplinary Report form. With a Verbal Warning, "Note to File" is written on the Disciplinary Report Form in the "Action to be Taken" section and is placed in the employee's personnel file. The information of the Verbal Warning is communicated to the employee. However, the form does not need to be signed by the employee.
3. **Written** – Written Warnings are given when previous situations have not been rectified by either counseling or verbal warnings or when a violation of Company policy warrants more

strong disciplinary action. An employee may receive more than one Written Warning depending on the nature and timeliness of the violation. The employee is asked to sign the form. Written Warnings include the following "Magic Language" in the "Action to be Taken" section:

Further similar behavior, or any other violation of Company policy, may result in further disciplinary action, up to and including termination.

4. **Written Warning with Schedule Change** – Follow the same steps for a Written Warning, except in the "Action to be Taken" section, include the adjustment in the employee's schedule. This is the last step in the Progressive Discipline Sequence before suspension and/or termination. The "Magic Language" is included in this step. Employees are asked to sign the form.
5. **Suspension** – There are two types of Suspensions. One is an Investigatory and the other is Punitive. The Investigatory Suspension is usually no longer than a 24-hour period and is used to remove the employee from the workplace while the investigation of the facts takes place. The Punitive Suspension can be three days, one week or two weeks without pay. The employee is asked to sign the form.
6. **Termination** – Termination is the final step in the process. It is used when all other steps of the Progressive Coaching process have been exhausted or the employee commits a violation of Company policy that is severe enough to warrant immediate termination.

Section 20.5

Work Standard: It is understood between the parties that all work shall be in compliance with the Employer's service and performance Standards. Consistent poor work not up to the Employer's Standards shall subject the employee performing such work to discipline, up to and including discharge.

Section 20.6

Rules and Regulations: The Employer shall have the right to adopt and put into effect reasonable rules and regulations, including rules to promote its service and performance Standards. All employees shall be subject to such rules and regulations and any violations shall be considered just cause for disciplinary action up to and including discharge.

Section 20.7

Full-time employees shall treat their job with the Employer as their primary job and shall not turn down or refuse work assignments with the Employer to work for another Employer. A full-time employee may only turn down a scheduled shift for a previously scheduled and authorized vacation, a substantiated and bona fide illness, jury duty, or bereavement. The Employer may require the employee to substantiate an absence for illness with written certification from the employee's doctor or healthcare provider.

ARTICLE 21 – GRIEVANCE PROCEDURE

Section 21.1

A grievance is defined as a dispute between the parties concerning the meaning, interpretation, application or alleged violation by the Employer of the Agreement.

Section 21.2

The parties recognize that it is important that grievances be processed and resolved as rapidly as possible, therefore, the number of days indicated at each step of the grievance procedure below should be considered as a maximum and every effort should be considered as a maximum and every good faith, reasonable effort

should be made to expedite the process. The time limit specified may be extended by mutual agreement. Otherwise, the grievance shall be regarded as withdrawn and resolved.

Section 21.3

Grievances meeting the above definition shall be handled in the following manner:

- STEP ONE: The aggrieved employees(s) and, if requested, their Shop Steward, will meet with the employee's Department Manager at a mutually convenient time within ten (10) days after the occurrence of the event complained of to try to come to a satisfactory settlement. Any grievance not reported within ten (10) days of its occurrence will no longer constitute a grievance.
- STEP TWO: If the grievance is not settled under Step One, the employee(s) or the Shop Steward(s) may, within ten (10) days after the meeting as set forth in Step One, reduce the grievance to writing setting forth the exact nature of the matter complained of, including the date of the occurrence and specifying in relevant detail the exact provision of the Agreement which is alleged to have been violated. The grievance shall be signed by a Steward of the Union who shall give the grievance to the Human Resources Manager, or his or her designee. The Human Resources Manager and Department Director will schedule a Step Two grievance meeting with the Shop Steward(s) and the employee(s) at a mutually agreeable time. Within ten (10) days after the receipt of the grievance, the Employer shall answer in writing. If the grievance is not reduced to writing and presented to the Employer within the ten (10) days specified, it shall no longer constitute a grievance.
- STEP THREE: If the grievance is not settled under Step Two, it may be appealed in writing within ten (10) days of the receipt of the Employer's answer in Step Two. Within ten (10) days after the appeal is filed, a meeting to consider the grievance shall be held at which time the employee(s), Steward(s) of the Union and a representative of the Union may be present along with the Food and Beverage Director and Human Resources Manager. The Employer will give an answer in writing within ten (10) days after the meeting. If the grievance is not appealed in writing within the ten (10) days as herein specified, it shall no longer constitute a grievance.
- STEP FOUR: If the grievance is not settled under Step Three, it may be appealed in writing within ten (10) days of the receipt of the Employer's answer in Step Three. Within ten (10) days after the appeal is filed, a meeting to consider the grievance shall be held at which time the employee(s), Steward(s) of the Union and a representative of the Union may be present along with the General Manager and Human Resources. The Employer will give an answer in writing within ten (10) days after the meeting. If the grievance is not appealed in writing within ten (10) days as herein specified, it shall no longer constitute a grievance.
- STEP FIVE: If a grievance has not been resolved at Steps One, Two, Three or Four of this Article, the parties may elect non-binding mediation. Mediation under this Article may be pursued only upon the express agreement of both the Union and the Employer. Upon such agreement, whether evidenced orally or in writing, the parties will then contact the Federal Mediation and Conciliation Service to request that a mediator be appointed. The role of the mediator will be to serve as a facilitator for the resolution of the grievance. The mediator shall have no authority to compel either the Union or the Employer to agree to any particular action, but shall instead be empowered only to encourage the parties, using established principles of mediation, to reconsider their positions and to reach an amicable accord.

Section 21.4

The parties agree that all terminations of employees under the Agreement shall immediately be subject to the Grievance Procedure at Step Three without regards to Step One or Step Two requirements so long as it is filed within ten (10) days of the day the employee is notified of the termination.

Weekends and holidays shall not be counted as days with reference to the time frames in this Article.

ARTICLE 22 – ARBITRATION

Section 22.1

Grievances as set forth in the Agreement may be referred to arbitration if not satisfactorily adjusted in the Grievance procedure. Notice to arbitrate must be received in writing by certified mail, return receipt requested within ten (10) working days excluding Saturdays and Sundays after completion of Step Four of the Grievance Procedure; and if such notice is not received as herein set forth, then such grievance shall not be subject to arbitration.

Section 22.2

The arbitrator shall be selected in accordance with the following procedure:

The Federal Mediation and Conciliation Service will be requested to furnish the parties a list of five (5) arbitrators. From this list the Union and the Employer shall alternately strike one (1) name from the list until only one remains. The individual remaining on the list shall become the arbitrator to hear the grievance. The party asking for the arbitration shall strike the first name from the list.

Section 22.3

Giving no less than five (5) days advance notice to the parties, the arbitrator shall hold a hearing at a time and place to be mutually agreed upon.

Section 22.4

The following rules shall govern all arbitration's conducted pursuant to this Article:

The arbitrator shall have no power to add to, subtract from, or to modify any of the terms of this Agreement. The scope of the arbitrator's authority shall be limited to conducting the hearing, examining the witnesses of each party considering the evidence and briefs, if any, and interpreting the language of the Agreement for the sole purpose of determining whether a specified provision thereof has been breached with respect to disputes qualifying under Section 21.1 of the Agreement, or in the case of disciplinary discharges, were for just cause.

The decision of the arbitrator shall be served upon both the Employer and the Union in writing and shall be final and binding on both parties.

The Union and Employer shall share the cost and expenses of the arbitrator and any court reporter equally.

ARTICLE 23 – INSURANCE & RETIREMENT PLAN

Section 23.1 – Medical, Prescription, Vision, & Life Insurance Contributions

The South Florida Hotel and Culinary Employees Welfare Fund (the "Fund") will provide employees with medical, prescription, vision, and life insurance benefits.

The Employer shall contribute to the Fund each month for each non-probationary full-time employee (as defined in Article 10, Section 10.8) who is actively employed on the first day of a month. Contribution payments must be received by the Fund Office no later than the tenth day of the month. The first such payment for a newly hired employee shall be due as of the tenth day of the next full month next following thirty (30) days of employment; newly hired employees will become eligible for Fund benefits on the first day of the second month following completion of the probationary period of ninety (90) days (as defined in Article 10, Section 10.1).

On-call employees who are promoted to full-time positions will be eligible for Fund benefits on the first calendar day of the third calendar month following their promotion. The Employer shall make payments to the Fund on behalf of on-call employees promoted to full-time positions no later than the tenth day of the second calendar month following their promotion. For example:

<u>Day Promoted</u>	<u>Employer Contribution</u>	<u>Eligibility for Benefits</u>
January 5	March 10	April 1
October 4	December 10	January 1

The monthly contribution rates will be determined by the fund

Section 23.2. – Employer and Employee Premium Split

The Employer will pay 85% of the monthly contribution rates and will deduct the remaining 15% of the cost from the employees' paychecks on a weekly basis.

The Employer shall make said deductions via a pre-tax Section 125 plan.

Section 23.3 – Waivers

Any employee not desiring insurance may waive his/her right to same in which case the Employer shall make no contribution to the Fund on behalf of such employee and will make no deduction from such employee's weekly paycheck.

In the event of a qualifying Status Change (defined below), employees who have declined to participate in the Fund may enroll in the Fund, subject to its terms and conditions and applicable law. A qualifying Status Change is one of the following as recognized by law:

1. Change in family status (such as marriage, divorce, death of spouse, birth, or adoption of child).
2. Termination of spouse's or domestic partner's employment.
3. Change in spouse's or domestic partner's employment status from full-time to part-time.
4. Substantial change in the spouse's or domestic partner's employer-sponsored health plan coverage.

Section 23.4 – Exclusions

No contribution under this Article shall be required by the Employer on behalf of on-call or any other temporary or non-regular Employees. For clarity, the Employer will continue making contributions for employees on authorized leaves for personal illness as defined in Article 12, Section 12.2.

Section 23.5 – On-Call Employees

Should an on-call employee wish to receive Fund benefits, said employee will pay 100% of the monthly contributions listed in Section 23.1 above by payroll deduction. If the on-call employee's paycheck is not sufficient to cover the payroll deduction, the employee must provide the payment to the Employer by the first (1st) day of the month, as set forth below, or the Employer will not make the payment for the employee on the tenth (10th) of the month. The Employer shall remit the employee's payment to the Fund only if the employee pays the Employer in advance of the Employer's due date.

An on-call employee shall make payments to the Employer and receive benefits according to the following schedule:

Employee's Payment To Employer Due:	1 st day of 1 st month
Employer's Payment to Fund Due:	10 th day of 1 st month
Fund Provides Benefits:	1 st day of 2 nd month

An on-call employee receiving benefits per this Section 23.5 and who is subsequently promoted to a full-time position shall be responsible for continuing to pay 100% of the monthly premiums until the Employer is required to begin making the Employer's share of the monthly premium as per Section 23.1.

Section 23.6 – Plan Documents

The Employer shall, upon request be furnished with copies of the registration and audit reports, and booklets describing the plan of benefits or other pertinent plan documents.

Section 23.7 – Employee Records

The Employer further agrees to make available to the Fund all records of covered employees hired, such as classifications of employees, names, ages, social security numbers, wages paid which the Fund may reasonably require for its sound and efficient operations.

Section 23.8 – Arrearages

In the event that the Employer shall become in arrears in payments to the Fund, as outlined in Section 23.1 above, for a period of one month or more, the Employer shall then pay to the Fund the sum of two percent (2%) interest per annum, on all arrearage due to the Fund within 30 days of notice of arrears. Furthermore, in the event the Fund must resort to legal action for arrearage collections, the Employer shall be responsible for all costs including legal fees and two percent (2%) interest for the necessary expenditures involved in the collection of said arrearage payments.

Section 23.9 – Trust Agreement

Employer agrees to comply with the terms of the Trust Agreement only to the extent that it shall be required to make the contributions as set forth in Sections 23.1 and 23.2 of this Agreement on a timely basis. Employer also agrees to permit the Trustees, on reasonable notice, to have an independent Certified Public Accountant audit the payroll and wage records for the Employer for the purpose of determining the accuracy of contributions

Section 23.10 – Impact of Health Care Legislation

Should national and or state legislation take effect during the term of this Agreement, which could allow the employees covered by this Agreement to partake of health insurance coverage through such legislation, then the parties agree they will meet to discuss the impact on this Agreement and explore alternatives. This is not intended as a "re-opener" provision; rather it is a vehicle for discussion.

Section 23.11 – Short-Term and Long-Term Disability Plan

If in the future the Fund makes available short-term and/or long-Term Disability benefits, the Employer agrees to allow employees to receive these benefits through payroll deduction as described in Section 23.1 above. However, the Employer will make no contribution for short-term and/or long-term disability benefits. Employees will be responsible for one-hundred percent (100%) of the cost of such benefits.

Section 23.12 – 401(k) Retirement Plan

Full-time employees are eligible to participate in Centerplate's 401(k) Retirement Plan, so long as they meet the requirements of the Plan. Such employees shall participate on the same basis as other Centerplate Hourly Employees who are not covered by this Agreement. Centerplate may, from time to time, amend the Plan. Such amendments will be provided to the Union in advance of their effective dates. Employees who endeavor to contribute the maximum amount into the Plan allowable by law may increase their set contributions to the Plan from their paychecks at any time.

Section 23.13 – Dental Benefits

Employees may participate in the United Healthcare Dental Plan described in the summary below. The Employer will pay 42% of the monthly contribution rates and will deduct the remaining 58% of the cost from the employees' paychecks on a weekly basis. The United Healthcare Plan shall be administered by National Employee Benefits Administrators, Inc.

ARTICLE 24 – SEVERABILITY

Section 24.1

It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of the Agreement and the parties hereto agree that in the event any provision of the Agreement is held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless the remainder of the Agreement shall remain in full force and effect unless the part so found to be void are wholly and inseparable from the remaining portion of the Agreement.

ARTICLE 25 – PROMOTIONS

Section 25.1

When a vacancy occurs in a bargaining unit position listed on Appendix "B", the Employer will post a notice for seven (7) days. The notice will describe the vacant position and its basic duties. Employers who desire to be promoted to the vacant position will legibly sign the notice, print their name, and date the signature.

The Company may request up to two (2)-seven (7) day extensions. The Union may decline these requests and provide a reasonable explanation for the denial.

Section 25.2

When a full-time vacancy occurs for any reason, the Employer and the Union shall review the skill, ability and experience of the employees who have signed the posting.

An employee who has been formally disciplined (i.e., at least a written warning) within the prior year will be disqualified from bidding.

Replacements for servers, bartenders and captains must have three (3) years seniority with Centerplate at the Orange County Convention Center.

Replacements for all positions other than noted above, the replacements must have at least one (1) year seniority with Centerplate at the Orange County Convention Center

If no applicants meet the one (1) year seniority requirement for positions other than servers, bartenders and captains; the Company and the Union have the option to mutually agree to waive the requirement.

The Employer and the Union shall each submit the names of up to three (3) candidates to fill the vacancy. Both parties will meet for an initial review of the candidates' qualifications.

When the Employer conducts an interview of each candidate, a Union shop steward has the right to be present and may ask additional questions. If a Union shop steward elects to participate in the process, the same steward must participate throughout the entire process, and the steward will not be paid by the Employer for time the steward participates in the process.

The Employer will award the position to the employee who is best qualified to perform the duties of the position without training. If more than one qualified employee has equal (within 5 points) skill, experience

and abilities, the senior employee will have first priority. The Union retains the right to grieve the Employer's selection.

Section 25.3

If none of the employees bidding have the requisite skill, experience or abilities to perform the job without training, the Employer may fill the position from any available source.

ARTICLE 26 – CHECK OFF

Section 26.1

The Employer agrees to withhold from the wages on each payroll week union weekly membership dues, service fees and initiation fees for each employee who signs and submits a dues authorization card. The Employer shall forward such dues to the financial secretary or other properly designated official of the Union on or before the first week following the last week in the Employer's monthly accounting period in which the dues are deducted. The Company shall also forward an electronic check-off report, in Excel format, which lists employee name, social security number (only for employees who have signed Union membership cards and dues check-off authorization), and the amount of the deduction. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for union dues, fees, or assessments from employees' pay.

Section 26.2

The Employer agrees to honor voluntary political contribution deduction authorizations from its employees in the following form:

I hereby authorize the Employer to deduct from my pay the sum of \$ ___ per month and to forward that amount to the [designated entity]. This authorization is signed voluntarily and with the understanding that the [designated entity] will use this money to make political contributions and expenditures in connection with Federal elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United State Registered or Certified Mail, Return Receipt Requested, to the Treasurer, [designated entity], {address}, and to the Employer.

The political contribution deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the designated entity accompanied by a form stating the name and Social Security Number of each employee for whom a deduction has been made, and the amount deducted.

The Union shall indemnify, defend 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 reliance upon payroll deduction authorization cards submitted to the Employer.

Section 26.3. Quarterly Reports

The Company agrees to provide the Union with a quarterly member/non-member list for their portion of the bargaining unit. The list shall include each employee's full name, social security number (only for employees who have signed Union membership cards and dues check-off authorization), phone number, rate of pay, address, date of hire, job title, department (location within the Company, if applicable), Full-Time or On-Call status, and email address, if available to the Company. The information will be provided electronically, in Excel format, and shall indicate the employee's Union or non-Union status. In addition, the Company agrees to provide the Union with information regarding new hires and terminations on each monthly bargaining unit list.

ARTICLE 27 – BONA FIDE ERRORS

Section 27.1

Adjustments for bona fide errors, to include inadvertent overpayments and underpayments, shall be corrected and the extra amounts due to be paid or to be deducted shall be accomplished in the next regularly scheduled payroll following discovery of the error subject to applicable law. In the event of an overpayment to an employee, the Employer will not deduct a sum in excess of twenty-five percent (25%) of the employee's gross debt per pay period from the employee's subsequent paychecks in order to correct the overpayment, unless requested to do so by the employee.

ARTICLE 28 – MISCELLANEOUS

Section 28.1

The Employer will arrange for direct deposit of employee paychecks to those employees requesting such. Paycheck stubs for tipped employees will provide a breakdown of weekly hours worked and corresponding service charges.

Section 28.2

Bartenders working at a cash bar may accept tips by utilizing a tip jar. However, the tip jar may not be seeded or baited. Tip jars may be utilized during hosted events upon show management's or the client's representatives approval. Bartenders may not directly solicit permission for tip jars from show management's or the client's representatives.

Section 28.3

Employees may not accept free samples of food, beverages or other items given away by patrons of the Convention Center. However, employees may accept items from a patron or client for services that may have been rendered in lieu of, or in addition to a gratuity. Employees must obtain written approval from a Centerplate manager once the client has made their intent known.

Section 28.4 Retail Workers Employment Option

Upon expiration of the Company's current contracts with its concessions/retail subcontractors, the Company will insert language into its renewal contracts requiring the vendors to offer preferential hiring opportunities to the Company's employees. These renewal contracts shall require the subcontractors to notify the Director of Retail Operations in writing of all job openings and the Company shall post the openings in an area visible to the Retail department's employees. Retail employees of the Company shall have first right of refusal for all part-time job openings with subcontractors. This provision shall also apply to any future contracts with new contractors.

The subcontractors will be consistent and fair in their wage offerings to retail employees compared to other new employees.

ARTICLE 29 – WORK BY NON-BARGAINING UNIT EMPLOYEES

Section 29.1

It is recognized that the duties of a non-bargaining unit's employees are, as the designation implies, largely of a supervisory nature. Accordingly, non-bargaining unit's employees shall not perform work such as that performed by the employees as herein defined, except:

1. For emergency purposes
2. In the instruction and training of employees or supervisors
3. Work of an experimental nature
4. Testing materials and production
5. To protect Company property and/or to ensure the safety of clients and/or employees

6. To provide uninterrupted services in order to insure a positive guest and/or employee experience.

Work by non-bargaining unit's employees as described by the provisions of the Article is not intended as a means by which the employer may eliminate any bargaining unit positions(s) or shifts(s).

ARTICLE 30 – BANQUETS

Section 30.1 Staffing Guidelines

A. The Employer shall attempt to follow the staffing guidelines set forth below. The Employer recognizes that tipped employees derive the bulk of their income from the gratuity and/or service charge and will make a reasonable effort to staff according to the guidelines below, except when it interferes with its ability to deliver the level of service it determines is required to provide the appropriate level of service to the guest.

- 1) These are guidelines only and final staffing decision will remain within the discretion of the Employer.
- 2) The scheduling Captains will make every effort to equalize weekly hours amongst full-time servers.
- 3) Staffing Guideline Chart:

		Servers China 1 per # People	Servers Plastic 1 per # People	Buffets China/Prestige 1 side per # People	Runners China/Prestige 1 per # People	Bartenders 1 per # People
Breakfast	Served	40				
	Buffet	50	180	100	200	
Lunch	Served	30				
	Served with wine	25				
	Buffet	50	180	75	150	
	Buffet with wine	40		75	150	
Dinner	Served	25				
	Served with wine	20				
	Buffet	40	180	75	150	
	Buffet with wine	30		75	150	
Reception	Passed	100***	150			
	Stations	100	180	200	400	
Bar	Host					125
	Cash					150
Box Lunch	1 – 1000		250			
	1001 – 2500	350	350*			
	Over 2500	450	450**			

*Minimum 4 servers

** Minimum 7 servers

***Based on Client Request

THESE ARE GUIDELINES ONLY. IN ALL SCENARIOS, THE DECISION OF STAFFING IS ULTIMATELY THE DISCRETION OF MANAGEMENT WITH DIRECTION FROM THE CLIENT.

- B. Scheduling Procedure – Scheduling Captains will be granted full access to the following Shiftboard administrative functions:
- 1) Ability to post available shifts (if needed) for all on-call and on-caller Banquet Servers.
 - 2) On-call and on-caller Banquet Server shifts (if needed) for the upcoming week must be posted every Thursday after 12pm – no later than 5pm.
 - 3) Scheduling Captains are not permitted to access employee profile for any reason.
 - 4) Scheduling Captains are not permitted to update any personal information.
 - 5) Scheduling Captains are not permitted to remove or assign an “Administrative hold”.
- C. Full Time Banquet Schedule – In addition to the current scheduling procedure, all FT Banquet schedules will be posted on Shiftboard for informational purposes only (i.e., scheduling changes, time changes, uniforms, location, room etc...)

Section 30.2

Banquet Event Orders for the pay period will be placed in a binder in the captain’s cage in 3/2 on a daily basis. All daily labor reports will be available daily for the previous day’s functions, and weekly revenue reports will be available by the close of business on Thursday for the preceding pay period.

Section 30.3 Scheduling Captains

- A. Two scheduling captains, mutually agreed upon by the Union and the Employer, shall be assigned all paperwork and scheduling duties. Captains may schedule bartenders with the employer’s approval. If the Employer is not satisfied with the results of such scheduling from a business perspective, the Employer shall discipline the responsible employee.
- B. The Company agrees to provide on full time intern(s) on a year round basis to assist in the scheduling duties
- C. When both Scheduling Captains are scheduled off due to business levels the following process must occur in order for proper coverage.
 - 1) Email to Banquet management team no later than 1 day prior to the coverage date(s) containing information that includes next available staff and a copy of the updated schedule
 - 2) In order for both scheduling captains to be off it must be approved by a member of the Banquet Management Team prior to the schedule being posted.

Section 30.4

Bar Captain Work will be scheduled as follows: FT Bartenders, Banquet Captains, On-Call Bartenders

Section 30.5

The Company will provide the banquet captains with mobile phones with texting capabilities.

Other employees may use personal cell phone to receive such work related communication. However, personal use of cell phones must be limited to non-work areas during non-work/break times.

Section 30.6

Bartenders working cash bars will be paid 50% of the collected labor fee plus the hourly tipped minimum wage.

APPENDIX A

WAGE SCHEDULE

CLASSIFICATION	Entry Rate*	August 5, 2015	August 3, 2016	August 2, 2017
		Retroactive		
<u>Restaurants/Retail</u>		3%	3%	3%
Supervisor	\$11.00			
Counter/Line Server	\$9.00			
Cashier	\$9.00			
Vending	\$9.00			
Cafeteria Cashier	\$9.00			
Runner	\$9.00			
Restaurant Bartender	\$12.75			
Restaurant Server	\$12.75			
Restaurant Barback	\$9.00			
Host/Hostess	\$9.00			
<u>Culinary</u>		3%	3%	3%
Lead	\$11.00			
Line	\$9.00			
Prep	\$9.00			
Bakery	\$9.00			
Retail Line Cook	\$9.00			
Lead Steward	\$10.00			
Steward	\$9.00			
Food Runner	\$9.00			
<u>Warehouse</u>		3%	3%	3%
Lead Receiver	\$11.00			
Receiver	\$9.00			
<u>Banquets</u>		3%	3%	3%
Aisle Attendant	\$9.00			

*Entry rates shall be increased to \$9.50 on August 3, 2016 and to \$10.00 on August 2, 2017.

Banquet Server, Bartender and Captain Compensation

HOURLY COMPONENT:

Servers \$5.03 per hour (plus service charge)
 Bartenders \$5.03 per hour (plus service charge)
 Captains \$10.03 per hour (plus service charge)

*If the applicable minimum wage increases, Servers and Bartenders shall receive such increase(s) and Captains shall receive the same increase(s) in order to maintain a \$5.00 hourly wage differential.

SERVICE CHARGE COMPONENT:

A 16% service charge based on catering food and beverage revenue plus 16% service when applied to waiver fees will comprise the pay period "weekly pool". This pay period weekly pool will be divided by the total number of hours worked in the pay period by servers, bartenders and captains and said amount shall constitute one share for the pay period. Said share for the pay period will then be multiplied by the employee's hours for the pay period and added to his/her pay period hours times his/her hourly rate to arrive at his/her total compensation for that pay period. If the service charge is increased by the Employer during the term of this Agreement 80% of the increase shall be added to the service charge pool.

Fifty (50%) percent of the cash bartender fees will be shared with those employees that provide the service.

Fifty (50%) percent of the carver/chef fees will be shared with those Centerplate employees that provide the service. When temporary services are utilized those fees will be placed into the pool in lieu of distribution of collected fees.

Fifty (50%) percent of the other labor fees (including extension fees, booth attendant fees, overstaffing fees) charged will be placed in the service charge pool.

WAIVER FEES:

The Company agrees to share 7% of waiver fees charged for food and beverage items brought in by customers and clients.

There may be occasions where the Company agrees to allow outside products brought into the convention center and does not charge a waiver. These deviations to standard policy will be used to entice new business to the convention center. This commission percentage does not apply to specialty booth catering services provided by subcontractors.

This 7% charge will be included in the weekly banquet server commission pool.

The Company has the right to either include the 7% in the waiver fee or to charge the 7% on top of the waiver. The banquet event orders will reflect individual agreements.

EXTENDED BENEFITS:

- A. Vacation, bereavement, personal days, and holiday pay for current banquet employees will be paid at the existing EB rate for employees hired prior to July 1, 2002.

Captains at \$30.55 and Servers/Bartenders at \$24.69
Negotiated increases will apply to these rates.

- B. Vacation, bereavement, personal days, and holiday pay for new banquet employees hired after July 1, 2002

Captains at \$18.85 and Servers/Bartenders at \$13.22
Negotiated increases will apply to these rates.

OFF-SITE EVENTS AND MANDATORY MEETINGS

- A. The Company will pay the senior banquet employee rate prevailing EB rate.

Captains at \$30.55 and Servers/Bartenders at \$24.69
Negotiated increases will apply to these rates.

ALL OTHER ON-SITE EVENTS.

- A. The Company Director of Sales or AGM will establish a fair and reasonable selling price for the proposed food and beverage. Then, a service charge percentage of 16% will be applied to the "total guests times the per person rate establishing a total F&B charge". This 16% will then be included into the weekly banquet service pool.

**APPENDIX B
FULL - TIME EMPLOYEES**

Department	8/31/2015 14:18	Seniority #	Seniority Date	FT HIRE/PROMO DATE
BANQUETS				
CAPTAINS				
Maria	De Estefano	1	10/22/1990	8/6/1998
William	Morris, Jr.	2	8/1/1991	8/6/1998
Cesar	Asencios	3	10/14/1991	8/6/1998
David	Cole	4	5/22/1996	8/6/1998
Ernst	Hilaire	5	8/21/1997	8/6/1998
Marcos	Gonzalez	6	10/31/2003	10/31/2003
James	Dougherty	7	9/14/2004	9/14/2004
Hender	Bermudez	8	8/14/1997	2/16/2011
TOTAL CAPTAINS		8		
SERVERS				
Nanette	Bessette	1	10/14/1990	8/6/1998
Dorothy	Howard	2	4/6/1992	8/6/1998
Young	Cino	3	7/19/1995	8/6/1998
Raquel	Rapoch	4	12/6/1995	8/6/1998
Jhon	Piza	5	6/19/1996	8/6/1998
Clinton	Brown	6	7/10/1996	8/6/1998
Jose Agustin	Morales	7	7/15/1996	8/6/1998
Joseph	Collins	8	7/19/1996	8/6/1998
Liliana Maria	Otero	9	8/2/1996	8/6/1998
Monica	De Carlo	10	1/9/1997	8/6/1998
Jon	Nikjeau	11	1/15/1997	8/6/1998
Demone	Garmon	12	2/13/1997	8/6/1998
Daniela	Floyd	13	4/30/1997	8/6/1998
Francisco	Cadavid	14	8/13/1997	8/6/1998
Teresa	Auman	15	8/14/1997	8/6/1998
Denis	Cyprien	16	7/1/2002	7/31/2006
Lleny	Musick	17	7/8/2002	7/2/2007
Patrick	Ibarrola	18	3/3/2004	6/9/2008
Annuel	Maingrette	19	7/8/2002	1/13/2009
Oswaldo	Cordero	20	8/4/2004	6/30/2010
Lidia	Villar	21	5/9/2005	6/30/2010
Gashaw	Wubie	22	3/5/2004	9/29/2010
Daniel	Escobar	23	4/14/2004	9/29/2010
Chris	Gentry	24	4/17/2009	2/27/2012
Luz	Soto	25	12/12/2005	2/27/2013
Francisco	Cadavid Jr.	26	5/31/2005	2/27/2013
Renald	Fortune	27	4/17/2006	9/25/2013
TOTAL SERVERS		27		
BEVERAGES				

Luis	Balay	1	8/12/1999	12/13/2005
Hector	Rosado	2	4/4/2005	4/6/2011
TOTAL BEVERAGE		2		
LEAD AISLE ATTENDANT				
Maurice	Williams	1	4/20/2002	11/10/2003
TOTAL LEAD A.A.		1		
AISLE ATTENDANT				
John	Mercado	1	11/15/2004	5/1/2006
Aland	Walters	2	9/1/2008	3/1/2010
Juan	Gomez	3	1/26/2010	11/10/2010
Adrian	Williams	4	6/6/2003	8/28/2013
TOTAL AISLE ATTENDANT		4		
BARBACK				
Oscar	Santos Sr.	1	12/13/2005	4/6/2011
Angel	Aviles	2	3/29/2006	3/13/2013
TOTAL BARBACKS		2		
STEWARDING				
LEAD STEWARD				
Willy	Justin	1	1/3/1996	8/6/1998
John	Pollock	2	1/12/2006	10/26/2011
Aroustes	Pierrilus	3	1/8/2001	2/27/2013
Nephtali	Soto	4	12/3/2010	8/21/2013
TOTAL LEAD STEWARD		4		
STEWARD				
Dorneus	Guillaume	1	12/6/1995	8/6/1998
Monel	Miclisse	2	12/6/1995	8/6/1998
Henrius	Henrius	3	12/27/1995	8/6/1998
Yvette	Jean-Baptiste	4	1/17/1996	8/6/1998
Pierre	Pierre-Jeune	5	1/17/1996	8/6/1998
Benito	Joseph	6	1/24/1996	8/6/1998
Jean	Meus	7	2/23/1999	2/23/1999
Jacffet	Pierre	8	1/9/2001	4/17/2014
Louis	Derval	9	1/1/1989	7/30/1999 **8/4/14
Leonardo	Mateo	10	1/22/2010	9/17/2014
OPEN		11		
OPEN		12		
TOTAL STEWARDS		12		
RUNNERS				

Norman	Core II	1	11/28/2007	8/25/2010
Octavious	Cobb	2	11/28/2007	4/16/2014
TOTAL RUNNERS		2		
DISTRIBUTION				
Julio ***	Silva ***	1	***11/9/1995 (7/2008)	8/6/1998
TOTAL RUNNERS		1		
CULINARY				
LEAD				
Jerry	Washington	1	1/3/2002	1/3/2002
Scott	Brady	2	1/14/2002	9/27/2003
Zoila	Ulloa	3	6/7/1999	5/3/2004
Tam	Phan	4	1/22/2002	11/15/2004
Danny	Phan	5	1/2/2003	11/29/2004
John	Day	6	9/26/2003	10/1/2007
James	Robinson	7	1/18/2007	12/16/2008
Matthew	Hawkins	8	3/21/2000	7/11/2006
Dennis	Toombs	9	3/20/1996	2/2/2011
Steve	Fratto	10	3/2/2011	2/27/2013
Jim	Munet	11	6/8/2011	6/25/2014
TOTAL CULINARY LEAD		11		
HOT PREP				
Dacius	Joseph	1	8/14/1997	8/6/1998
Steven	Mayer	2	6/7/1999	8/6/1998
Astrel	Emile	3	1/10/2005	11/26/2007
Said ***	Merribi ***	4	10/3/2000	10/3/2000
TOTAL HOT PREP		4		
COLD PREP				
Diep Ngoc	Bui	1	2/1/1995	8/6/1998
Thoa	Pham	2	1/9/1996	8/6/1998
David	Thompson, Jr.	3	11/2/1998	11/2/1998
Myrna	Francia	4	11/30/1998	11/30/1998
Herbert	Jimenez	5	1/25/2011	6/25/2014
TOTAL COLD PREP		5		
BAKERY				
Michael	Bronner	1	4/17/1997	8/6/1998
Gheyas	Swar	2	12/15/2010	2/23/2011
TOTAL BAKERY		2		
RETAIL LINE COOK				
Ana	Love	1	5/1/2001	1/15/2007

May	Hayden	2	5/1/2001	1/15/2007
Gwan	Oey	3	1/29/2002	1/29/2002
Stewart	Burzee	4	5/30/1990	12/1/2010
TOTAL LINE COOK		4		
RETAIL				
LINE SERVER				
Vivienne	Hutchings	1	11/23/1995	8/6/1998
Nelson	Cruz	2	6/5/1997	8/6/1998
Yolande	Cajuste	3	8/21/1997	8/6/1998
Shanel	Jackson	4	8/6/1998	8/6/1998
Marie	Cesaire	5	30-Dec	5/22/2013
TOTAL LINE SERVER		5		
CASHIER				
Carmen	Alta	1	4/26/2001	5/1/2003
Maria	Galvez	2	12/30/2003	3/20/2004
Edith	Coleman	3	3/15/2004	5/1/2006
Elvia	Carlos	4	9/25/2000	2/23/2011
Hermelinda	Quino	5	4/23/2007	5/22/2013
		5		
RETAIL RUNNER SUPERVISOR				
Marcus ***	Williams ***	1	4/20/2002	1/9/2006
TOTAL RUNNER SUPERVISOR		1		**5/14/14
RETAIL RUNNER				
Edwin	Pratts	1	12/17/2010	6/18/2014
TOTAL RUNNER SUPERVISOR		1		
RETAIL SUPERVISORS				
Mayra	Escobar	1	3/23/1999	3/23/1999
Maribel	Ramos	2	5/20/2009	3/20/1996
Susan	Schneider	3	3/31/2010	10/19/2011
Rafael	Delgado	4	5/19/2011	1/22/2014
TOTAL SUPERVISOR		4		
VENDING				
Ruben	Caban	1	11/18/2008	5/5/2010
TOTAL VENDING		1		
WAREHOUSE				
RECEIVERS				

Louis	Buck	1	1/22/1990	8/6/1998
Margaret	Bowerman	2	1/28/2009	3/16/2011
Will ***	Reyes ***	3	1/30/2008	6/2/2010
Edgardo	Rosado	4	7/13/2006	9/24/2014
Jorge	Lopez	5	12/8/2010	10/29/2014
TOTAL RECEIVERS		5		
INVENTORY CONTROL				
Robert	Williams	1	1/12/2004	6/14/2004
OPEN		2		
TOTAL INVENTORY		2		
***** Agreed between Company and union				
	Total	113		

Memorandum of Understanding
Between
UNITE HERE Local 737 ("Union")
And
Centerplate Hospitality Venture ("Company")

Re: Kitchen Lead Pay Adjustment

In the first full pay period following the Union's notification to the Company that the Union has ratified the new 2015-2018 Collective Bargaining Agreement, the Company shall adjust the pay rates for Culinary Lead employees according to the following scale:

	<u>New Minimum Pay</u>
Current employees hired before 2003:	\$24.00 per hour (plus negotiated increases)
Current employees hired in 2003 or later:	\$19.52 (plus negotiated increases)

For the Union:

By: 
Its: *President*
Dated: *11/9/15*

For the Company:

By: 
Its: *EVPS CFO*
Dated: *10.26.15*