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**COLLECTIVE BARGAINING
AGREEMENT**



between

VOLUME SERVICES, INC.

D/B/A

CENTERPLATE

and

LOCAL JOINT EXECUTIVE BOARD

OF LAS VEGAS

September 1, 2017 – August 31, 2022

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - HIRING OF EMPLOYEES	1
ARTICLE 3 - UNION SECURITY	2
ARTICLE 4 - ASSIGNMENT OF WORK	3
ARTICLE 5 - MANAGEMENT RIGHTS	8
ARTICLE 6 - NO STRIKE - NO LOCKOUT	8
ARTICLE 7 - WAGES, SERVICE CHARGE	8
ARTICLE 8 - SENIORITY	10
ARTICLE 9 - EMPLOYEE DISCIPLINE AND DISCHARGE	11
ARTICLE 10 - MEALS	13
ARTICLE 11 - UNIFORMS	13
ARTICLE 12 - LEAVES OF ABSENCE	13
ARTICLE 13 - GRIEVANCES AND ARBITRATION	17
ARTICLE 14 - ANNUAL BONUS	19
ARTICLE 15 - HEALTH AND WELFARE	20
ARTICLE 16 - PENSIONS	21
ARTICLE 17 - HOUSING	23
ARTICLE 18 - WAGE SCALES	23
ARTICLE 19 — PROHIBITED DISCRIMINATION	26
ARTICLE 20 - SEPARABILITY	26
ARTICLE 21 - UNION REPRESENTATIVES	26

ARTICLE 22 - OWNERS AND SUCCESSORS..... 27
ARTICLE 23 - TERM OF AGREEMENT 27
EXHIBIT 1- WAGE SCALES 28
EXHIBIT 2 - STAND WORKERS/MOBILE VENDORS..... 30
EXHIBIT 3 - SHORT RATE 30
EXHIBIT 4 - BARTENDERS 30
EXHIBIT 5 - CHECK-OFF AGREEMENT 30
EXHIBIT 6 - POLITICAL ACTION COMMITTEE 32
EXHIBIT 7 - SUBCONTRACTING AND SUBLEASING..... 33
EXHIBIT 8 - SUBCONTRACTING AND SUBLEASING..... 34
LETTER OF UNDERSTANDING Re Service Charges 36
SIDE LETTER RE: EXPANSION..... 38
SIDE LETTER RE: CATERING TO GO 39

AGREEMENT

This Agreement is entered into this 1st day of September, 2017 between VOLUME SERVICES, INC., d/b/a CENTERTERPLATE operating all food and beverage operations in Las Vegas Convention Center in Las Vegas, Nevada (hereinafter, called "Employer") and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, for and on behalf of the CULINARY WORKERS UNION, LOCAL NO. 226 and BARTENDERS UNION, LOCAL NO. 165 (hereinafter, called "Union").

ARTICLE 1 - RECOGNITION

Section 1.

(a) The Employer recognizes the Union as the sole and exclusive bargaining representative for its employees in the Las Vegas Convention Center. The term "employee" as used herein shall include only those persons employed in the classifications set forth in the Exhibit 1 - Wage Schedule hereto attached. Excluded from the bargaining unit are all Supervisory employees as defined by the National Labor Relations Act, Office Clerical employees and all other employees not specifically included as employees.

(b) Supervisors or Managers shall perform no bargaining unit work except where business needs dictate. Supervisors or Managers shall not be scheduled in lieu of unit employees. (This excludes the needs for specialty cooks or VIP items that bargaining unit cooks are not able to prepare.)

ARTICLE 2 - HIRING OF EMPLOYEES

Section 1. Hiring Procedure.

Whenever the Employer finds it necessary to hire new employees for those classifications covered by this Agreement, it may recruit and procure applicants from any source.

At its sole option, the Employer may notify the Union who shall assist the Employer in obtaining applicants who meet the qualifications required by the Employer. When applicable, the Union's selection of applicants for referral shall be on a nondiscriminatory basis, and shall not be based upon or in any way affected by membership in the Union or the Union's bylaws, rules, regulations, constitutional provisions or any other aspects or obligations of Union membership, policies, or requirements, or upon an applicant's race, color, religion, sex, age or national origin or any other status protected by applicable law.

The Employer shall be the sole judge of an applicant's suitability, competence and qualifications to perform the work of any job to be filled. The Employer may accept or reject any applicant for employment, in accordance with applicable laws.

When the Employer considers applicants for employment who have not been referred to the Employer by the Union's dispatch office, the Employer shall, in order to maintain a consistent and orderly process, advise such applicants that in order to obtain employment they must be dispatched by the Union's dispatch office in accordance with the regular procedures of that office. The Employer agrees that no employee will be hired or put to work without a referral slip from the Union's dispatch office, except in the case of an emergency. The Employer may designate to the Union's dispatch office by name the employees that shall be dispatched for available positions.

The Union's referral service shall send applicants named by the Employer directly back to the Employer. Such applicants named by the Employer shall be processed by the Union's referral service in the same manner as all others processed by the Union's referral service without any discrimination. Any applicant named by the Employer shall be permitted by the Union's referral service to register in the same manner as others. If there are any problems with processing of applicants, the parties will review such problems and make such changes as may be necessary. The Employer shall provide the Union on a timely basis with copies of the names, social security numbers, departments, and job titles of all employees hired by the Employer.

Section 2. No Individual Contracts.

No employee covered by this Agreement shall be compelled or allowed to enter into any individual contract or agreement with the Employer, concerning conditions of employment, which varies the terms or conditions of employment contained in this Agreement.

ARTICLE 3 - UNION SECURITY

Section 1. Union Shop.

Subject to the provisions of the Labor Management Relations Act, 1947, as amended, it shall be a condition of their employment that all employees covered by this Agreement who are members of the Union in good standing on the date of the execution of this Agreement shall remain members in good standing during the period of their employment at the Employer's Clark County, Nevada establishment; and those who are not members of the Union on the date of the execution of this Agreement, shall on the thirtieth (30th) day following execution of this Agreement, become and remain members of the Union while employed at the Employer's Clark County, Nevada establishment. It shall also be a condition of employment hereunder that all employees covered by this Agreement shall, on or after the thirtieth (30th) day following the employee's first employment by the Employer in the classifications covered herein, become and remain members of the Union throughout the period of their employment with the Employer.

Section 2. Effect of State Laws.

Notwithstanding anything to the contrary therein, Section 1 shall not be applicable if all or any part thereof shall be in conflict with applicable law; provided, however, that if all or any part of Section 1 becomes permissible by virtue of a change in applicable law, whether by legislative or judicial action the provisions of Section 1 held valid shall immediately apply.

ARTICLE 4 - ASSIGNMENT OF WORK

Section 1.

- (a) Regular Extra Employees: The Employer may maintain a list of regular extra employees ("IN-HOUSE employees") following their initial referral from the Union dispatch office in the classifications set forth in Exhibit 1. The Employer may draw on this list for skilled employees.
- (b) B-List Employees: The Employer shall maintain a regular B-LIST of employees with all the same qualifications of current In-House employees, including knowledge of locations and LVCC/CP service standards. The classification and number of B-LIST employees is found in Exhibit 2.
- (c) In the event the Employer needs additional employees after the In-House list and B-List are exhausted, the Employer will call upon the Union dispatch office, subject to the bidding rights established in Section 3 of this Article.
- (d) Employees cannot contact client directly before the show.
- (e) Employer will first schedule all In-House employees then all B-List employees and then if more employees are needed, will call Union dispatch seven (7) days prior to the first event day for all other staffing needs. Temporary Agencies shall only be used in the rare occurrence of dispatch not being able to cover the Employer's needs. The Employer and Union agree that temporary agencies are a last resort and will be used on a very limited basis.

Section 2.

- (a) All promotional opportunities within the bargaining unit shall be posted. The Employer will give preferential consideration to qualified bargaining unit employees for these openings. The Employer and the Union agree that the goal is to maximize the availability of promotions for qualified employees.
- (b) When a vacancy exists in an In-House classification, the Employer shall first promote an employee from another In-House list. The Employer will consider the employee's seniority, qualifications to perform satisfactorily the work in the other classification, and prior performance. Provided further any employee before being promoted to the classification of Bartender, must have passed the craft examination for Bartenders conducted by the Union. Where qualifications to perform the work in the other classifications are relatively equal among employees, the senior employee shall be the one promoted. For purposes of these paragraphs (a) and (b), a "promotion" shall be deemed to be a transfer to another classification in which the transferred employee has an opportunity for increased compensation or for subsequent job progression as a result of the transfer. Vacancies to be filled by promotion under this paragraph shall be posted for one (1) week near the employees' time clock or other location to which employees have regular access within thirty (30) days. The Employer may fill the vacancy temporarily during the posting period. An employee promoted under this Section who cannot perform satisfactorily the work of the job to which

promoted shall be transferred back to his/her former job, shift and station within thirty (30) shifts worked after the date of the promotion.

If a vacancy still exists after being offered to the In-House list, it shall be offered to the B-List. Once the B-List has been exhausted and the bidding procedures set forth in this Article have been complied with, the Employer may hire new employees pursuant to Article 2 and assign them to the classification(s) where vacancies exist. Employees who are assigned to each of the classifications will be held to standards of performance appropriate to the function. Such new employees will be assigned work in accordance with their classification seniority. If future vacancies in other classifications occur, they may bid in accordance with this Section.

Section 3.

(a) Within each classification, work will be assigned by seniority based on the most number of hours of work available. All employees on the steady extra seniority list and all bartenders shall be guaranteed at least four (4) hours work when called into work by the Employer unless circumstances beyond the control of the Employer prevent the Employer from making such work available. The parties recognize eight (8) hours as the normal maximum workday and overtime at the rate of one and one-half times (1-¹/₂X) the employee's regular rate will be paid for all hours above eight (8) worked on any given shift. Banquet workers and Coffee Servers, (in house and dispatched) who work a tipped function in excess of eight (8) hours in a day and receive gratuities in any day, are exempt from overtime on that day. In the event that an assignment will result in the payment of overtime CENTERPLATE may schedule an alternative employee to work. After the schedule is completed, an employee may declare no availability for other functions during that week. The pay week will be considered (Wednesday – Tuesday). Full facility events packets will be formulated for pre-show days and then show days based on the most number of hours available per pick, servers will then pick a total of two (2) packets, if working both pre- and show days. Packet information will include, route assignment, hours of shift and expected gratuity, and if runner is pre-assigned. China servers will be scheduled most available days by seniority, work will be assigned by most available service charge. Bartenders will pick their work by seniority by contract on picking days. Bartenders Pick Sheets will include, Time of event, BEO#, Location, Type of service, number of people, and gratuity.

Packets to be picked by seniority with the below schedule taken into effect: Not to exceed four (4) days prior to event.

The Company may extend pick times on pick days to accommodate larger shows.

Tuesday

8:00 a.m. to 9:00 a.m.:	Servers #1 - #3
9:01 a.m. to 10:00 a.m.:	Servers #4 - #6
10:01 a.m. to 11:00 a.m.:	Servers #7 - #10
11:01 a.m. to 12:00 p.m.:	Servers #11 - #13
12:01 p.m. to 1:00 p.m.:	Servers #14 - #16
1:01 p.m. to 2:00 p.m.:	Servers #17 - #22

(b) Servers can send someone to pick for them with a WRITTEN note (grievances will not be heard regarding route if picked by another server for someone else); otherwise, if the time frame passes by seniority — that server will pick after the last employee in the group for the time frame they arrive (example — Server 5 arrives at 10:15, Server 5 will pick after Server 10 has picked their packet).

(c) Any show or shows that together produce more than 350 Catering BEO's per day will qualify for the activation of Side Letter re Catering to Go and a 2 (two)-day extension not exceed 6 (six) days prior to picking of routes.

Service Charge Distribution:

This Service Charge is not intended to be a tip or gratuity for the benefit of service employees. Ninety percent (90%) of this Service Charge is distributed to certain employees as additional wage. It is obligatory on the Employer that a nineteen percent (19%) service shall be paid to employees on all banquet functions. If the amount of the service charge is increased the increase will be split proportionally. Ninety percent (90%) shall be paid to bargaining unit employees who work the function and the remaining ten (10%) shall be allocated to management.

RECEPTIONS:

All dedicated receptions will be pulled and offered by seniority at the time of route picking.

POP UPS:

Pop up booths will be considered any hours of work that become available after Pick Day. Pop up booths will be assigned by location to the packet available. If an order cannot be absorbed, a new "packet" will be made and assigned to the next server in seniority that is not already scheduled for that particular day or week.

POP UP DEDICATION:

If a booth decides after day one (1) that they need to be dedicated, that dedication will be offered to the route server first — then balance of route packet to be then re-assigned to next available server in seniority not already scheduled (vice versa, if router does not want to go dedicated, the dedicated booth then goes to the next available server in seniority not already scheduled for that particular day or week. Pop up dedication that is multiple days will be offered in its entirety as one (1) packet (a server cannot only work the first day of the dedication).

LUCK OF THE DRAW:

Once packets are picked the packets are "as is", or may be adjusted to include new orders as determined by management. If a packet decreases from time of picking and actual event day — packets are NOT re-assigned. There is no possibility of displacement due to cancellations of a senior servers orders and someone less senior.

CALL OUTS:

(a) If a server calls out sick for a day — that day's packet will be re-assigned to next available server in seniority not already scheduled.

(b) The Employer may schedule stand-by employees for each show per classification by seniority, the number of stand-by persons per classification will be determined by the Employer. Stand-by employees will be used in the case of short call or call out where the Employer does not have sufficient time to call a replacement. If a stand by employee is not used they will be paid four (4) hours show up pay and sent home.

(c) An employee may pass an offering as long as there is someone with less seniority on the list to accept the work. When making an offering the Employer will call ten (10) people at a time in order of seniority every thirty (30) minutes. Work will be awarded in order of seniority to workers answering the call and accepting or returning the call to accept within 30 (thirty) minutes. All employees must return a call within the 30 minutes to pass or accept. Failure to return a call within the allotted time will result in a refusal. Employees will not be charged more than one refusal in a calendar day for an unreturned call, not including reverse seniority refusals. Employees will be allowed three (3) refusal every 120 days. Three (3) refusals in 120 days are grounds for separation from Centerplate.

If the Employer calls down the list and the last person refuses to work, the Employer will reverse the list and call back up. Each employee that passes again will be given a refusal. This refusal will count toward the three (3) refusals.

Employees accepting work and subsequently calling out will be subject to the Attendance policy.

(d) Once the employee selects their shifts, selections are final. Employees who will not be available for work during an acknowledged scheduled assignment must notify-Centerplate prior to Friday at noon, except in case of emergency.

(e) If an employee is ill and unable to work their scheduled shift, then they must call the Employer at least four (4) hours prior to the commencement of their scheduled shift, so that the Employer will have time to arrange for an alternate worker. In addition, if the sick employee scheduled to work the next day, they must advise the Employer of their expected return to work at least four (4) hours prior to the end of the scheduled shift for which they are ill. The Employer will maintain a system to log employee calls.

CLIENT REQUESTS:

Client request must be in writing or e-mail. Assignment for customer requests are voluntary to the In-House list as long as more senior employees in the same classification are working.

WAIVERS:

Waivers will be added into route packets based on location, if a waiver is for the entire show floor (i.e. peanuts throughout floor) the waiver will be paid out to ALL tipped servers working those days (pool & non-pool)

Box lunches will be served by disposable servers.

(a) The Employer will offer work to the non- tipped classifications in Exhibit 1 in another department ahead of dispatch by use of their house seniority. The word schedule means offer the available work which is voluntary. If the Union cannot provide enough employees for the tipped classifications then a qualified non tipped employee may be used ahead of temp agency unless they are already assigned.

(b) Starbucks assignment of hours shall be by seniority with brand rules followed.

(c) CENTERPLATE will endeavor to post all functions as they are known to CENTERPLATE.

(d) ICSC work to be assigned by Section 1 (a,b,c,d).

Section 5.

Schedules will be posted Friday by 2:00 p.m. Employees must acknowledge their assignment by Tuesday at noon either by signing the schedule or confirming their assignment by voicemail text or e-mail. The workweek begins on Wednesday and ends on the following Tuesday. If the employee does not acknowledge his or her assignment by noon Tuesday then the management will have the right to fill the opening by offering the work to the most senior available employee within that classification. Management shall have no obligation to change the work schedule of employees who have already been scheduled. At least twelve (12) hours notice must be given to employees affected by a change of schedule; provided, however, that an employee need only be notified before leaving work on his/her prior shift of any change in his/her starting time for his/her next scheduled shift. No employee shall be required to call in or stand by for a call.

Section 6.

In the event that a scheduled event is canceled or the guaranteed customer count is significantly reduced, or if daily business levels decrease from forecast, the Employer will endeavor to provide any available work in the employee's classification; however, other scheduled senior employees will not be displaced. Displacement starts with the least senior employee assigned. This section is not to conflict with Luck of the Draw section.

Section 7. Stewards.

The Union may select up to ten (10) Union Stewards from among the kitchen, concessions, catering, restaurants and the beverage departments. Trained Union Stewards may act as Union representatives, or may assist Union Representatives in proceedings under Article 13 (Grievance and Arbitration), and the discussion with the Employer's designated representatives of questions or

concern regarding the Employer's work practices and procedures, provided that a designated Union official provides the Union Steward and the Employer's designated representative with specific written authorization permitting the Union Steward to engage in such activity. The Steward shall not engage in the authorized activities described above on paid work time, unless the Employer's designated representative provides specific authorization to the Union Steward. No employee shall participate in meetings, discussions or other activities with the Steward while the employee is on paid work time, unless the Employer's designated representative has agreed that an employee should attend a meeting on paid work time. Stewards engaged in activities authorized by the Union shall comply with the obligations imposed upon authorized Union representatives.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1.

The management of the business and the direction of the employees including, but not limited to, the right to hire, promote, assign work, discipline and discharge for just cause, schedule working hours, overtime and working days, make and enforce work rules are vested exclusively in the Employer except as expressly limited and set forth in writing in this Agreement.

Section 2. Rules and Posting:

The Employer may establish and administer reasonable rules, regulations and procedures governing the conduct of employees, provided that such rules, regulations and procedures are not inconsistent with any provisions of this Agreement. The Employer shall post and maintain any such rules in such places within its establishment so that all employees affected thereby, and business representatives of the Union, may have an opportunity to become familiar with them. The reasonableness of any rules, regulations and procedures provided for herein, are subject to the grievance procedures of this Agreement.

ARTICLE 6 - NO STRIKE - NO LOCKOUT

Section 1.

It is agreed that during the term of this Agreement the Union, its officers or members shall not sanction or participate in any strike, slowdown or work stoppage. It is also agreed that during the term of this Agreement there shall be no lockout of employees by the Employer.

Section 2.

Refusal of an employee to cross a primary lawful picket line sanctioned and approved by the Las Vegas Joint Executive Board shall not be construed to be a breach of this Agreement.

ARTICLE 7 - WAGES, SERVICE CHARGE

Section 1.

Wages will be paid in accordance with the rate listed in Exhibit 1 of this Agreement. Regular steady extra employees will be paid weekly on Friday. Banquet employees who are obtained from the Union banquet hiring hall on a temporary basis will be paid in accordance with Nevada State law.

Section 2.

(a) **Service Charge:** (This Service Charge is not intended to be a tip or gratuity for the benefit of service employees. However, please note that eighty-six percent (86%) of this Service Charge is distributed to certain employees as additional wage.) Service Charge shall be nineteen percent (19%), guaranteed service charge on all banquet functions. If the amount of the service charge is increased the increase will be split proportionally. The service charge will be split with eighty-six percent (86%) divided among the bargaining unit employees who work the function and fourteen percent (14%) allocated by management.

(b) **Reporting Pay:** When the Employer or its representative orders an extra banquet employee to report for work and said employee is not allowed to work, the Employer shall pay the employee the minimum compensation provided in Section 4(a); provided, however, that the above provision of this Section does not apply to any employee reporting in a condition which obviously prevents the proper performance of the normal duties by the employee, to employees who report to work without a valid health card or other documents that may be required by Local, State or Federal law, to employees who previously have been designated in writing by the Employer to be unsatisfactory because of the commission of the kind of offense listed in Section 9.01(a) or, for a six (6) month period, to employees who previously have been validly so designated for other reasons.

(c) The Union shall not, under Article 2, refer to the Employer persons whom the Employer previously has designated in writing and sent a letter to the Union that the employee was unsatisfactory because of inability to do the work properly.

The Employer shall exert its best efforts to update the bartenders and banquet staff gratuity logs kept in the Banquet and Beverage office in a reasonable timeframe. For Bartenders, the gratuity log will consist of the name of show, dates of show, BEO number, function type, customer/company name, total sales, total gratuity for events, and total number of bartenders. For Banquet staff, the Employer will make available to the Union by 3:00 p.m. of the day following the banquet function, a breakdown of the distribution of wages and gratuities for all food and beverage, showing the name and date of the banquet function and room where held, the total price for all food and beverage, the number of guests in attendance, and the names and social security numbers of the banquet workers; provided, however, that where an extra banquet worker works banquet functions for this Employer on successive days, his/her wages and gratuities for said functions may be forwarded or made available on the day following the last successive banquet function which the extra banquet worker works.

Section 3.

(a) Food Servers and Bartenders shall be guaranteed a service charge as per Contract of the then-current menu price of the same meal and/or beverage applicable to the general public for discounted Convention Center CENTERPLATE functions.

(b) Service charge for special events, as outlined in Section 3(a) of this Article, shall be paid to employees who provide service not later than two (2) pay periods from the payroll period in which such service was rendered.

ARTICLE 8 - SENIORITY

Section 1.

In the event of a reduction of working forces by classification, the last person hired shall be the first person laid off and shall continue in succession. In the event of rehiring, laid off employees shall be rehired in the reverse order of layoffs.

Section 2.

(a) A steady extra will be considered a probationary employee until he/she has completed thirty (30) shifts of work within six (6) months after his/her most recent Union dispatch to the Employer. A probationary employee may be terminated at the discretion of the Employer, and such termination shall not be subject to the grievance and arbitration provisions.

(b) An extra employee, as distinguished from a steady extra, is a temporary employee who is hired for predesignated shifts (which predesignated shifts shall be communicated to the hiring hall) to perform work. The predesignated period may be extended where the replacement or supplemental period is extended upon agreement with the Union. Such agreement by the Union will not be unreasonably withheld. Extra employees shall not be covered by Articles 9 and 12. An extra employee who has been previously designated in writing by the Employer to be unsatisfactory because of an offense listed in Section 9.01(a) will be permanently disqualified as an extra employee with the Employer, or will be disqualified for six (6) months if he/she was previously designated for other reasons than listed in 9.01(a). Extra employees who are eighty-sixed and rehired after six (6) months who are then eighty-sixed for the same issue will be permanently eighty-six ed.

Section 3.

1. Seniority shall cease upon:
2. justifiable discharge;
3. voluntary quitting;
4. absence for three (3) working days, without notifying the Employer;
5. absence due to layoff or leave of absence exceeding six (6) months except where additional time is required by law;
6. failure of an employee to return to work upon recall within five (5) working days after written notice is sent to him/her by the Employer at his/her last known address appearing on his/her records.

ARTICLE 9 - EMPLOYEE DISCIPLINE AND DISCHARGE

Section 1. Cause For Discharge.

(a) No employee, after having completed the probationary period under Article 8, shall be discharged except for just cause. An employee may be discharged without prior warning for dishonesty, willful misconduct, drunkenness, drinking alcohol during working hours on the job, being under the influence of an unlawful controlled substance during working hours on duty, unlawful possession of a controlled substance during working hours, or using a controlled substance at any time while on the Employer's premises, unlawful sale of a controlled substance, refusing to submit to testing for drug or alcohol usage as provided in accordance with the provisions of Section 9.01(b) of this Agreement, serious improper behavior or discourtesy toward a customer or guest, insubordination, failure to report for work without just cause, walking off the job during a shift, fighting, sleeping on the job or willful and malicious destruction of Employer's property. The above provisions relating to controlled substances will not apply to medicine lawfully prescribed for the employee using the substance by a licensed physician and used in accordance with the prescription. Prior to any discharge for any other reason, an employee must be given a written warning and reasonable opportunity to correct the deficiency. Upon the discharge of any employee for reasons other than dishonesty, the reason therefore shall be given to the employee in writing.

When an employee is discharged or suspended for willful misconduct, the notice shall contain the specific conduct or offense deemed by the Employer to constitute willful misconduct. Upon request by the Union, legible copies of all documents relied upon by the Employer in making the discharge or suspension, including copies of any written complaints or reports concerning the employee, either by a customer, an outside agency, or the Employer's own employees, and copies of any relevant cash register tapes, shall be furnished to the Union within five (5) working days after such request. The names and addresses of customers who make written complaints against an employee shall be furnished to the Union on request if such are relied on by the Employer as a basis for discharge of the Employee. An employee may not be discharged solely on the basis of verbal complaints by customers. The Union shall furnish the Employer with copies of its inquiry to guests and of the guests' responses to any Union inquiry within seventy-two (72) hours of receipt. Copies of videotapes relied upon by the Employer for any suspensions or discharges shall also be provided upon request, provided the Employer has the copying capability and if the Union pays the reasonable costs for furnishing the copy.

(b) Where there is reasonable cause to believe that an employee is under the influence of alcohol or a controlled substance, the employee, after being notified of the contents of this subsection, must consent to an immediate physical examination at an independent medical facility or suffer the penalty of discharge. The Employer shall pay for the cost of the examination, and the employee shall be paid for all time required for the examination. A blood alcohol level at or in excess of the current level allowed by law provides an absolute presumption that an employee is under the influence of alcohol. A positive reading for the presence of any illegal controlled substance resulting from a nationally recognized test such as (and as reliable as) a gc/ms test, shall constitute just cause for discharge.

(c) Employees with less than three (3) years' service may be offered before, after, or at any time during the grievance process two (2) months' pay including the higher of declared or assigned tips in lieu of processing a grievance and arbitrating the discharge. In the event the employee declines this offer when made by the Employer, the Union will not arbitrate the discharge unless it objectively determines that, in its judgment, the discharge constituted a flagrant miscarriage of justice. In the event a positive determination is made, and the Union processes the discharge to arbitration, the arbitration procedure to be used, i.e., either type of expedited procedure or the regular arbitration procedure, shall be determined by the Employer, the provisions of Section 13.03 notwithstanding.

Section 2. Warning Notices.

Warning notices issued to employees must specify the events or actions for which the warning is issued. Warning notices shall be issued to employees as soon as possible after the Employer is aware of the event or action for which the warning notice is issued and has a reasonable period of time to investigate the matter, but in any event, warning notices shall be issued to employees only at the end of a shift. Upon request by the Union, legible copies of all documents relied upon by the Employer in issuing the warning notice, including copies of any written complaints or reports concerning the employee, either by a customer, an outside agency, or by the Employer's own employees, and copies of any relevant cash register tapes shall be furnished to the Union within three (3) working days after such request. The names and addresses of customers who make written complaints against an employee shall be furnished to the Union on request if such are relied on by the Employer as a basis for the warning notice. An employee may not be issued a warning notice solely on the basis of verbal complaints by customers. Warning notices, written customer complaints, and reports of outside agencies or of the Employer's own security force concerning conduct of an employee shall become null and void one (1) year after the date of issuance and may not thereafter be used as a basis for or in support of any subsequent discharge or disciplinary action. Employees shall be required to sign all notices for the purpose of acknowledging receipt.

Section 3. Time of Discharge.

No employee shall be discharged or laid off on his/her day off or while on vacation or leave of absence.

Section 4. Disciplinary Suspension.

All suspensions shall be for reasonable periods under the circumstances of each case. An employee may not be given a disciplinary suspension solely on the basis of verbal complaints by customers. Suspensions shall become null and void one (1) year after the date of issuance and not thereafter be used as a basis for or in support of any subsequent discharge or disciplinary action.

Section 5. Mitigation of Damages.

Any employee covered by this Agreement who is discharged by the Employer and who disputes his/her discharge was for just cause shall have an affirmative duty to mitigate any potential damages which might result to the Employer in the event the discharge involved is subject to Article 13 - Grievance and Arbitration and an arbitrator overrules the discharge. An arbitrator acting under the terms of this Agreement who sustains the grievance of a discharged employee

shall have no authority to award any back pay to that employee unless that employee or the Union has affirmatively proven by a preponderance of the evidence that the employee has fulfilled his/her duty to mitigate damages at all times since his/her discharge.

ARTICLE 10 - MEALS

Section 1.

One (1) meal shall be furnished all employees for each meal period worked (four [4] hours) without deductions. It is understood, however, that such meal shall consist of family style food prepared or a box lunch. The meal period shall be at least thirty (30) minutes, with travel time. CENTERPLATE and the Union will work together to establish an employee lunchroom.

ARTICLE 11 - UNIFORMS

Section 1.

(a) The Employer will continue to maintain a sufficient amount of uniforms as is currently done for all employees. Smocks may be furnished in lieu of uniforms.

(b) Regular employees will receive three (3) shirts per year and they must maintain their uniforms in appropriate condition for customer service e.g.: clean, pressed, and in good condition (free from stains, tears, discoloration, etc.) (The Employer will replace worn shirts when necessary.) Company will make bow ties and white shirts available.

(c) Employees must wear non-skid shoes. The Company will pay an allowance for Shoes for Crews for regular employees.

(d) Employees must use clear plastic bags instead of back packs or bags. The Company will supply regular employees with clear bags.

(e) CENTERPLATE will pay to all regular employees one dollar (\$1.00) when the employee is required to wear their uniform to maintain and purchase additional clothes.

ARTICLE 12 - LEAVES OF ABSENCE

Section 1. Reasons for Leaves of Absence.

(a) Leaves of absence without pay for a bona fide illness or injury compensable under the EICON shall be granted for the period of time that a treating physician certifies that the employee is unable to perform his/her regular job duties.

(b) Leaves of absence without pay for a bona fide medical condition or serious health conditions not compensable under the EICON shall be granted for periods not to exceed six (6) months total during any twelve (12) month period except that an employee on a leave of absence under this subsection because of pregnancy related medical condition may supplement the six (6) month leave provided here with a borrowing of part of the leave to which the employee would

become entitled under subsection 12.01(d) after birth of an employee's child or where additional leave is required by law.

(c) Leaves of absence without pay shall also be granted for reasonable periods for death or serious health condition in the employee's immediate family (spouse, domestic partner, child, parent, grandparent, brother, or sister). As soon as possible, the employee shall provide, upon request, all proof or information available as to the need for such leave.

(d) Leaves of absence without pay for a period of up to twelve (12) months shall be granted for the birth and caring of employee's children or for the placement of a child with employee for adoption or foster care provided that: 1) the employee shall be entitled to a minimum of twelve (12) weeks during any twelve (12) month period; 2) or, if the employee has borrowed leave pursuant to 12.01(b) for pregnancy-related disability, leave under this subsection shall be shortened by the same amount of time borrowed, the leave ends when the child is one (1) year old or earlier; and 3) proof of the child's birth, adoption or foster care is presented.

(e) Leaves of absence without pay or benefits shall be granted to employees for the purpose of accepting employment with the Union, provided that: 1) the leave may not exceed six (6) months without the mutual agreement of the Employer, the Union and the employee; 2) only one (1) employee may take such leave at any time or during any six (6) month period, whichever is longer; 3) the employee on Union employment leave shall not return or be assigned to any property owned and/or operated by his/her Employer for the purpose of engaging in Union business; and 4) while his/her seniority with the Employer will continue to accrue while on this leave, it shall not accrue for vacation entitlement purposes.

(f) Leaves of absence may be granted by the Employer for other reasons and for periods mutually agreed upon between the Employer and the employee.

(g) Leaves of absence shall be requested and granted in writing and a copy forwarded to the Union; provided, however, that no employee shall lose any rights as provided in this Section by reason of the Employer's failure to grant a written leave of absence.

(h) Upon return of an employee from an indefinite leave of absence, including a leave under subsection (e), the employee shall be returned to his/her regular job classification, shift and station (or station rotation) within five (5) days after the employee notifies the Employer that he/she is available to return to work. An employee returning to work from a leave of absence for a definite, fixed period shall be returned to his/her regular job classification, shift and station (or station rotation) on the day he/she is to return.

(i) The Employer shall continue to make contributions for up to twelve (12) weeks in any one twelve (12) month period to the Health and Welfare Fund for an employee who is on leave of absence because of a serious health condition, or to care for a spouse, child or parent who has a serious health condition, or for the birth or caring of a child or the placement of a child with employee for adoption or foster care, provided the employee is or has been eligible to receive

benefits from the Health & Welfare Plan by virtue of contributions made by the Employer or because the employee was already eligible when hired by the Employer. The twelve (12) week period will begin with the date the leave of absence begins. The contributions required under this provision shall be made at the minimum level necessary under the Health and Welfare Plan to maintain existing benefits under the Plan.

(j) Leaves of absence shall not be granted for the purpose of taking outside employment. Any employee on leave of absence who engages in new outside employment or expands the scope of current outside employment or actively works at current outside employment in conflict with his/her disability shall have his/her employment with the Employer terminated immediately.

Section 2. Leaves Due to Industrial Illness or Injury.

An employee granted a leave of absence as a result of an industrial injury or illness shall be returned to work on the same shift and station (or station rotation) in the employee's regular job classification, without loss of seniority, upon written certification by the treating physician that the employee is able to perform such work.

Section 3. Medical Disability.

An employee absent five (5) or more days due to his or her own serious health condition, whether or not compensable under the terms of the EICON shall, upon request, present a release from his/her treating physician stating that the employee is physically able to perform the duties of his/her former position. However, if the absence exceeded twenty (20) days, the Employer may also promptly require the employee to be examined by a health care provider (within the meaning of the Family and Medical Leave Act [FMLA]) selected by the Employer, other than the one employed by or regularly retained by the Employer. Such examination shall be paid for by the Employer. If there is a dispute or conflict between the employee's treating health care provider and the health care provider selected by the Employer as to the physical ability of the employee to return to work and perform the duties of his/her former position, the dispute or conflict shall be resolved by a third (3rd) medical opinion by a health care provider agreed upon by the employee's and Employer's health care providers. Employees absent due to illness or injury shall advise their Employer as to their expected date of return to work, and of any changes therein, but shall not be required to call or advise their Employer daily.

Section 4. Relationship to Family and Medical Leave Act.

Where this Article provides rights greater than those provided for under FMLA, this Article governs. Where FMLA provides rights greater than those provided in this Article, FMLA governs. The rights provided in this Article shall not be added to those provided by FMLA to produce greater rights than an employee would have under either this Article or FMLA standing alone; there shall be no duplication of rights. Where FMLA governs instead of this Article, all of the requirements for a leave under FMLA must be met by the employee. Where this Article governs, only the requirements set forth in this Article, and not those in FMLA, must be met by the employee.

Section 5. Light Duty.

The Employer reserves the right to assign employees to work in light duty in classifications that are covered and excluded from the terms of this Agreement, during the time that an employee's bona fide illness or injury compensable under the Nevada State Industrial Insurance Act precludes him/her from performing the duties of his/her classification. The employee shall be paid either the temporary total disability rate mandated by the EICON while assigned to light duty excluded from this Agreement, or the appropriate rate for the classification if the employee is assigned to perform bargaining unit work, unless the appropriate rate for the classification is less than the temporary total disability rate mandated by the EICON, in which case the temporary total disability rate will apply. The Employer shall assign the employee to work the shift and hours consistent with the needs of the business and availability of light duty work, and without regard to restrictions upon a weekly guarantee. In any event, employees assigned light duty work shall be paid at least the temporary total disability rate required by Nevada Law. Time spent working light duty shall not count as shifts worked for completion of the probationary period. However, the employee's shifts worked, prior to and after assignment to light duty, shall be combined to complete the probationary period. Time spent working light duty shall not be considered a break in service when calculating seniority or vacation entitlement.

If the bargaining unit employee rejects the assignment to perform light duty work, whether within or outside of the bargaining unit, the employee shall be subject to disqualification of benefits under the EICON. However, if the bargaining unit employee rejects the assignment to perform light duty work, the bargaining unit employee shall not otherwise be subject to discipline and shall continue to be entitled to leave for which the employee is eligible under 12.01(a).

In the event a bargaining unit employee is assigned and accepts light duty work within the bargaining unit, all applicable provisions of the Collective Bargaining Agreement, subject to the modifications and restrictions set forth herein, shall apply to such employee, including accrual of seniority, and grievance and arbitration. In addition, the employee shall comply with all Employer, House, and Departmental rules to the extent required under Article 4.

In the event a bargaining unit employee is assigned and accepts out-of-bargaining unit light duty work, the Employer shall make contributions on behalf of the employee pursuant to Articles 15 and 16 of this Agreement. In the event of a termination, the employee shall be entitled to all rights in accordance with Article 9 of the Collective Bargaining Agreement except in the event of arbitration, the arbitrator's power shall be limited to restoring the employee to their pre-injury or illness bargaining unit position. No other provisions of the Collective Bargaining Agreement shall apply to employees working in out-of-unit light duty positions. The employees shall comply with all Employer, House and Departmental rules.

Employees shall be prohibited from receiving double benefits or recovery, pursuant to the terms of this Agreement and an action or decision by the EICON, Nevada Department of Administration, or any other local, State, or Federal department, agency or court.

ARTICLE 13 - GRIEVANCES AND ARBITRATION

Section 1. Definition.

For purposes of this Agreement, a grievance is a dispute or difference of opinion between the Union and the Employer involving the meaning, interpretation, application to employees covered by this Agreement. Any violation or alleged violation of Article 6 shall not be subject to the Grievance and Arbitration Procedure.

Section 2. Time Limit for Filing Grievance.

No grievance shall be entertained or processed unless it is received in writing by either party within fifteen (15) workdays after occurrence of the event giving rise to the grievance or after the aggrieved party hereto acquires knowledge of the occurrence of such event, whichever is later. The written grievance shall set forth the provision(s) of this Agreement alleged to have been violated, and every effort will be made to set forth all of the known facts allegedly constituting the violation. At the time it submits a grievance to the Employer, the Union shall furnish the Employer with copies of any written statements, reports or documents relied on by the Union or the grievant to support the grievance (but not including the employee's written grievance submitted to the Union). Anything herein to the contrary notwithstanding, it is understood and agreed that the Union shall have the right to grieve live warning notices at the time of subsequent discharge or suspension unless the case involves witnesses. At the time the warning notice is issued, the Employer shall indicate on the notices whether witnesses are involved.

Section 3. Procedure for Adjusting Grievances.

All grievances shall be adjusted exclusively in the following manners:

It is mutually agreed between the parties that the speedy resolution of grievances is in the best interests of the employees and the Employer. For that reason, the parties have created the following grievance procedure which encourages the employee to first talk to their supervisor when questions, problems, complaints or disputes arise, and encourages the resolution of grievances at the lowest possible levels and provides for a quick and fair resolution of problems and disputes.

The employee may, within three (3) working days of the incident or circumstance giving rise to the dispute, take the matter up with his/her immediate supervisor. The employee has the full right and involvement of the Shop Steward in this step. Settlements reached at this level shall be considered non-precedential, unless the Employer and the Union Representative agree that the settlement shall be reduced to writing and may be used as a precedent in the future.

The Supervisor involved in the Step 1 meeting shall respond within three (3) days of the Step 1 meeting. While this step is encouraged, it is not required.

Section 2. Step One Process and Time Limits for Filing Grievances.

Step One Process. The Employer and the Union agree to implement (if they have not already done so) a Step One Process for complaints and disputes related to individual disputes raised by an employee. The Step One Process gives responsibility to employees, Union Shop Stewards and front

line management to resolve workplace problems directly, quickly and cooperatively. The Step One Process is designed to reduce the level of formalism in the grievance procedure.

Under the Step One Process, an employee with a complaint or dispute shall use his or her best efforts to, within five (5) calendar days of the incident or circumstances giving rise to the dispute, or within five (5) calendar days of the time the employee reasonably could have acquired knowledge of the event, present the matter to his/her immediate supervisor. An employee has the right to request the involvement of the Shop Steward in this Step One Process. It shall be the responsibility of the employee to secure the presence of a Union Steward if he/she wishes to have the steward present during the discussion with the employee's immediate supervisor.

The supervisor involved in the Step One discussion shall use his/her best efforts to respond to the employee within five (5) calendar days of such discussion. Such response may be in the form of a proposed resolution of the matter or may be a communication to the employee scheduling a meeting to further discuss the matter.

Settlements reached during the Step One Process shall be considered non-precedent setting, unless the Employer and the Union expressly agree that the settlement shall be reduced to writing and may be used as precedent in the future. However, the Parties agree that if a resolution is reached during the Step One process, documentation of the resolution shall be prepared and signed off on by the Employer, the Employee and the Steward (if involved).

The Parties agree to provide jointly the required Step One Process training to current management personnel (including third party operators involved in the administration and application of this Agreement) and shop stewards by March 1, 2014. Refresher training will be scheduled at eighteen (18) month intervals for new management and Shop Stewards.

If the Parties are unable to resolve a dispute or complaint in the Step One Process, such dispute or complaint may be reduced to writing as a formal grievance and shall proceed to a Board of Adjustment as provided in Section 3 of Article 18.

Section 3. Board Adjustment.

Any unresolved grievances shall be reduced to writing and scheduled for hearing by a Board of Adjustment within ten (10) working days of the filing of the grievance. The Board of Adjustment shall be comprised of not more than three (3) representatives of the Employer and three (3) representatives of the Union. For the purpose of attempting to resolve grievances prior to arbitration, the parties, at any meeting prior to the Board of Adjustment hearing and at that hearing, shall make full disclosure to each other of all facts and evidence then known to them which bear on the grievance.

Section 4. Arbitration.

Any grievance not settled by the Board of Adjustment may be referred to arbitration by written notice from the party who filed the grievance within ten (10) working days of the Board of Adjustment. All grievances involving the discharge of any employee covered by this Agreement

referred to arbitration shall be referred to Expedited Arbitration in accordance with the provisions of paragraph (a) below. All other (non-discharge) unresolved grievance may be referred to Expedited Arbitration within the same time period upon mutual agreement of the parties. Otherwise, such other (non-discharge) grievances may be referred to formal arbitration within the same time period in accordance with paragraph (b) below.

(a) Expedited Arbitration: An arbitration board shall be convened composed of two (2) management representatives selected by the Employer from other hotels and two (2) representatives selected by the Union excluding the head of the department directly involved. The Board shall convene within fifteen (15) calendar days of agreement to utilize the process. The Board shall hear the evidence presented by the parties without assistance of legal counsel and shall make a determination immediately upon the conclusion of the hearing. The management and Union Board members may have counsel present, but counsel shall not participate in the hearing. Any decision reached shall be a majority vote by secret ballot, and shall not constitute a precedent nor be cited in any other legal or arbitration proceeding. Each party will bear its own costs and will share equally the fees and expenses of the arbitration. In the event a majority decision is not reached, the matter may be referred by the Union to formal arbitration procedures set forth in (b). In order to avoid delay, the process of selecting an arbitrator described in (b) shall be initiated when the case is referred to expedited arbitration. The arbitrator will be selected according to that process but will not be notified of selection unless and until the case is referred to expedited arbitration as provided herein.

(b) Formal Arbitration: Representatives of the Employer and the Union may agree to select an arbitrator, but if they are unable to do so, the arbitrator shall be chosen from a panel received from the FMCS or arbitrators, who are members of the National Academy of Arbitrators, and who reside in California or Nevada. No arbitrator shall be chosen to serve in two (2) consecutive arbitrations for the same hotel unless by mutual consent of the parties. The arbitrator shall be notified in writing of his/her selection, and shall have no authority, jurisdiction or power to amend, modify, nullify or add to the provisions of this Agreement. No evidence shall be introduced as to the withdrawal, during negotiations, of a proposal to change the Agreement.

The award of the arbitrator shall be final and binding upon the Employer, the Union, and the employee(s) involved. The expenses and fees of the arbitrator, and of the court reporter, if any, shall be shared equally between the Employer and the Union.

Section 5. Extension of Time Limits.

The time limits and other provisions set forth in this Article 13 may be extended or waived by mutual agreement of the parties.

ARTICLE 14 - ANNUAL BONUS

Section 1.

Employees on the steady extra seniority list will be paid a cash bonus each year on their anniversary date of employment in accordance with the following formula: An employee must work at least

six hundred (600) hours within their anniversary year to qualify for bonus pay. An employee who works less than six hundred (600) hours within their anniversary year will not be entitled to any bonus pay. The amount of bonus pay will be determined by dividing the employee's gross earnings during their anniversary year by fifty-two (52) and multiplying the result by one (1) for employees with one (1) year of service; by two (2) for employees with two (2) years of service; by three (3) for employees with eight (8) years of service. Gross earnings for employees on the steady extra list as of August 1, 1985 shall include gratuities. Employees hired after August 1, 1985 shall not have gratuities included but shall receive a three dollar (\$3.00) per hour premium in computation of bonus pay. Annual bonus pay paid in one (1) year will not be carried over to the next year, for the purpose of calculating the annual bonus pay each year. This bonus shall include Health and Welfare and Pension hours. The bonus shall be by separate check.

ARTICLE 15 - HEALTH AND WELFARE

Section 1. Amount of Contributions.

There presently is in effect, pursuant to the agreement of the parties, a group life, medical, surgical and hospital plan involving a Trust Fund and Trust agreement for the UNITE HERE Health Fund. The parties hereto agree that the aforesaid trust agreement shall be in effect during the period of this Agreement.

The Employer agrees to contribute for each employee covered by this Agreement the sum of \$4.39 per hour worked and/or paid for, to the Fund for the purpose of providing group life, medical, surgical, hospital and/or other health and welfare benefits under the UNITE HERE HEALTH PLAN, or such new, amended, merged or consolidated plan as may be adopted by the Trustees. The hourly contribution rate to the Fund may be increased each year during the term of this Agreement commencing with hours worked or paid on or after June 1, 2018, in accordance with the provisions of Section 19(2)(c) of Article 19 of this Agreement, which Section provides that the Union shall be entitled to make an allocation between wages and benefits from a total specified annual increase in the compensation package. As used in this Section, the term "hours worked and/or paid for" shall mean all hours for which an Employee is compensated, including and without limitation, vacation and holiday hours.

Although the Trustees have the authority under the Trust Agreement to amend or modify the benefits provided under the Fund, the Trustees shall not have the power to unilaterally increase the contribution rate negotiated by the Employer and the Union as set forth in the Collective Bargaining Agreement during the life of the contract.

The Employer contributions required hereunder shall be submitted monthly, together with a report of the employee data required by the Fund (including names and social security numbers) in the format prescribed by the Fund, no later than the fifteenth (15th day of the month following the month for which contributions are to be made. Contributions shall either be sent directly to the Fund or be forwarded to the bank designated by the Fund.

All else in this Agreement notwithstanding, the Employer shall not be required to pay contributions for any employee in excess of the following caps:

June 1, 2017:	160 hours
June 1, 2018:	161 hours
June 1, 2019:	162 hours
June 1, 2020:	163 hours
June 1, 2021:	164 hours

Section 2. Delinquent Contributions

In the event the Employer is in arrears in the payment of contributions, it shall be liable for late fees, interest and liquidated damages as established by the Trustees, legal fees, court and/or arbitration costs, and audit and other expenses incidental to the collection of said delinquency. The Employer shall make available for inspection and audit such payroll records as the Fund may lawfully require.

Section 3. Acceptance of Trust

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

ARTICLE 16 - PENSIONS

Section 1. Trust and Plan.

There shall be continued for the term of this Agreement the Southern Nevada Culinary Workers and Bartenders Pension Plan Trust Agreement, pursuant to which there has been adopted a jointly negotiated pension plan for employees covered by this Agreement.

Section 2. Contributions.

Effective with hours worked and/or earned on June 1, 2017, the Employer shall contribute one dollar and twenty and a half cents (\$1.205) per hour worked by all employees covered by this Agreement during the preceding calendar month. Said contributions shall be due and payable to the fund not later than the fifteenth (15th) day of each month. A list of the names and social security numbers of the employees covered shall accompany the payment. As used in this section, "hours

worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. This rate of contribution may be increased on or after June 1, 2018 in accordance with the provisions of Article 18 Section 2c of this Agreement.

Section 3. Acceptance of Trust.

By the execution of the Agreement, the Employer hereto agrees to accept and be fully bound by the terms of said Pension Trust Agreement and Plan and any lawful and proper amendments thereto.

Section 4. Delinquent Contributions.

Contributions to the Pension Trust Fund shall be delinquent after the fifteenth (15th) day of the month in which such payments are due. Interest at the rate of seven percent (7%) per annum shall be payable on all delinquent contributions.

Section 5. 401(k) Plan.

Upon receipt of a copy of a current determination letter from the Internal Revenue Service stating that the Union 401(k) Plan meets the requirements for qualification under Section 410(a) of the Internal Revenue Code, the Employer will begin withholding the amount designated as an elective employee contribution to the 401(k) Plan. Such designation must be properly made by an employee on the payroll deduction authorization and contribution election form supplied by the Union 401(k) Plan for this purpose. Neither the Employer nor the Union shall have any obligation to make any contributions to the Union's 401(k) Plan (including non-elective or matching contributions).

The Union shall be responsible for ensuring that the form and operation of the 401(k) Plan comply with the provisions of applicable law (including the Internal Revenue Code and ERISA). The Union's responsibility with respect to the 401(k) Plan shall include ensuring compliance with the fiduciary responsibility and reporting and disclosure provisions of ERISA and the Internal Revenue Code.

The sole involvement of the Employer with the Union 401(k) Plan, and the only obligation of the Employer thereunder, shall be to withhold the designated contributions from employee's wages and transmit such contributions to the Trustees of the 401(k) Plan. The Employer shall not be required to pay, nor shall the Employer have any obligation or responsibility for, any liability, cost or expense relating to the 401(k) Plan.

The Union shall indemnify, defend and save the Employer harmless against any and all actions, suits, investigations, audits, claims, proceedings, liabilities, damages, fees (including counsel fees), taxes (including interest, penalties or additions to tax), expenses, costs or charges which arise out of, or result from, (1) the form or operation of the Union 401(k) Plan, (2) any action against the Employer relating to the Union 401(k) Plan, other than an action relating to the failure of the Employer to properly deduct elective employee contributions or to timely transmit elective employee contributions to the Trustees of the Union 401(k) Plan, or (3) the Employer's reliance

on the payroll deduction authorization and contribution election form submitted to the Employer in connection with the Union 401(k) Plan.

ARTICLE 17 - HOUSING

Section 1. Housing Fund.

The parties agree to jointly establish and participate in a fund for the purpose of providing financial assistance to bargaining unit employees to find housing in the Las Vegas area. The fund shall at all times meet the criteria of 302(c)(7) of the Labor-Management Relations Act, 1947 and contributions thereto shall be tax-deductible by the Employer. The Employer shall contribute two cents (\$0.02) per hour for each hour worked. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. This rate of contribution may be increased on or after June 1, 2018, in accordance with the provisions of Article 18 Section 2c of this Agreement.

Contributions to the Housing Fund shall be delinquent after the fifteenth (15th) day of each month for hours worked the previous month. Reporting procedures and interest on delinquent contributions shall be established by the Trustees of the Fund.

By execution of this Agreement, the Employer party hereto agrees to accept and be fully bound by the terms of the Housing Fund's Trust Agreement and Plan and any subsequent amendments thereto. Any disputes or differences of opinion concerning the initial terms of the Trust Agreement shall be subject to arbitration under this Agreement. If such disputes or disagreements exist contemporaneously between the Union and other Las Vegas hotel-casino employers who have agreed to participate in this fund, or between the Employer and one (1) or more such other employers, then the parties agree that all such disputes or disagreements shall be combined and submitted for resolution in a single arbitration procedure.

ARTICLE 18 - WAGE SCALES

Section 1.

Wage rates shall be as set forth in Exhibit 1 - Wage Scales, which is attached hereto and by this reference made a part hereof.

Section 2. Hourly Wage Increases.

- (a) The Employer shall pay the following additional amounts as of the dates shown. At least thirty (30) days prior to each date, the Union shall inform the Employer how the increases shall be allocated to wages for the various classifications listed in Exhibit 1 and contributions to the Health and Welfare and Pension funds; provided that if the Union's notice to the Employer is less than thirty (30) days, the Employer will not be excused from paying the increases as allocated by the Union unless there is actual prejudice to the Employer by the delay and then the Employer may be excused only for a period of time equal to the length of the Union's delay in giving notice. The Union shall make such

allocation in its sole discretion. Any increases in wages shall be added to the rates shown in Exhibit 1 for the affected classifications.

(b) (i) Beginning with the Contract Year commencing on September 1, 2017 the increase in the Base Wage Rate for any Contract Year shall be multiplied by the total number of Hours Worked by employees in all tipped and non-tipped classifications during the Determination Period. The product shall then be allocated as follows: Eighty percent (80%) to an across-the-board increase for non-tipped classifications (product x .80 \pm Total Non-tipped Hours worked by employees in all non-tipped classifications during the Determination Period = non-tipped employee wage increase); twenty percent (20%) to an across-the-board increase for tipped classifications (product x .20 Total Tipped Hours worked by employees in all tipped classifications during the Determination Period — tipped employee wage increase). Any increases in wages shall be added to the rates shown in Exhibit 1 for the affected classifications.

(ii) Forty-five (45) days prior to the beginning of any Contract Year, either the Union or the Employer may propose a change to the percentage allocation for such Contract Year. Such change of the percentage allocation must be approved by both parties to this Agreement and shall only be applicable to the Contract Year for which it was adopted. Any changes to the percentage allocation in subsequent years must be separately proposed and approved in accordance with this procedure.

(c) Definitions.

"Contract Year" shall be from September 1 to August 31.

"Base Wage Rate" shall mean the reference wage rate for each Contract Year. The initial Base Wage Rate beginning with the Contract Year commencing September 1, 2017, shall be TO BE UPDATED per hour. The Base Wage Rate for each subsequent Contract Year and shall be determined by adding the Base Wage Rate allocation as made above to the Base Wage Rate for the preceding Contract Year.

"Hours Worked" shall have the same meaning as in Section 1.

"Determination Period" shall mean the period commencing on September 1st of a particular year and ending on August 31st of the following year.

"Total Tipped Hours" is calculated by dividing the total number of Hours Worked by the total number of bargaining unit employees as of the end of the Determination Period and then multiplying by the number of employees in tipped classifications as of the end of the Determination Period.

"Total Non-tipped Hours" is calculated by dividing the total number of Hours Worked by the total number of bargaining unit employees as of the end of the Determination Period and then multiplying by the number of employees in non-tipped classifications as of the end of the Determination Period.

Example:

Assume that as of the end of the Determination Period, there are 14,250 bargaining unit employees, with 5,030 employees in tipped classifications and 9,220 employees in non-tipped classifications. Assume further that the total number of hours worked as of the end of the Determination Period is 23,897,250, that this Contract Year involves a Total Package Increase of sixty-six cents (\$0.66), and that the Union has chosen to allocate to benefits thirteen cents (\$0.13) of this Contract Year's Total Package Increase.

Total Tipped Hours is calculated as follows:

23,897,250 total hours worked divided by 14,250 total bargaining unit employees) multiplied by 5,030 employees in tipped classifications. $(23,897,250 / 14,250) * 5,030 = 8,435,310$ Total Tipped Hours).

Total Non-tipped Hours is calculated as follows:

23,897,250 total hours worked divided by 14,250 total bargaining unit employees) multiplied by 9,220 employees in tipped classifications. $(23,897,250 / 14,250) * 9,220 = 15,461,940$ Total Non-tipped Hours).

In this example the distribution of wage increases per Section 27.03(b) would be calculated as follows:

The sixty-six cents (\$0.66) Total Package Increase per employee hour less the union's allocation of thirteen cents (\$0.13) to benefits leaves fifty-three cents (\$0.53) for the increase to the Base Wage Rate. The fifty-three cents (\$0.53) wage increase is multiplied by the total Hours Worked of 23,897,250 by employees in all classifications for a product of \$12,665,543 ("the product").

The product is multiplied by eighty percent (80%) and divided by Total Non-tipped Hours to determine the Non-tipped wage increase. In this example, $(\$12,665,543 * 80\%) / 15,461,940 = \0.655 for the per- hour wage increase for Non-tipped classifications.

The product is multiplied by twenty percent (20%) and divided by Total Tipped Hours to determine the Tipped wage increase. In this example, $(\$12,665,543 * 20\%) / 8,435,310 =$ thirty cents (\$.30) for the per-hour wage increase for Tipped classifications (\$.300 taken to three decimal points).

WAGES AND BENEFITS — NEW MONIES
YEARS 1-5

DATE	ECONOMIC PACKAGE
09/01/2017	\$0.56
09/01/2018	\$0.60
09/01/2019	\$0.64

09/01/2020	\$0.68
09/01/2021	\$0.72
Total Increase	\$3.20

Total Increase \$3.20.

* The Union will notify the Employer prior to September 1 of each year as to how the monies will be allocated to Health and Welfare, Pension, Housing, and Wages.

ARTICLE 19 — PROHIBITED DISCRIMINATION

There shall be no discrimination by the Employer or the Union against any employee because of membership or non-membership in, or activity on behalf of the Union, provided that an employee's Union activities shall not interfere with the performance of the employee's work for the Employer. In accordance with applicable laws, there shall be no discrimination against any employee with respect to compensation, terms, conditions, privileges of or opportunities for employment because of race, color, religion, sex, age, national origin, disability, or sexual orientation or any other status protected by applicable law.

ARTICLE 20 - SEPARABILITY

If, during the life of this Agreement, any Article or Section of this Agreement is found to be invalid by operation of law or by any tribunal of competent jurisdiction, then that Article or Section shall be null and void; however, all unaffected parts of the Agreement shall remain in full force and effect.

ARTICLE 21 - UNION REPRESENTATIVES

Section 1.

(a) Authorized representatives of the Union shall be permitted to visit the Employer's establishment for the purpose of communicating with employees and supervisors. Such visits shall not interfere with the conduct of the Employer's business or with the performance of work by employees during their working hours. Union representatives will be required to report to the designated office to sign in and wear identification while on the premises of the Employer.

(b) The Employer and the Union agree that good employee morale is in the best interest of all parties. In order to encourage good morale and productivity, the Employer agrees, upon request by the Union or the Company, not more often than once a month, to participate in meetings for the purpose of discussing issues such as morale, productivity, work rules, absenteeism, etc. Such meetings shall include employees (not more than seven [7]), designated by the Union, Union Representatives, Supervisors, and other management personnel designated by the Employer. Union and Employer representatives shall agree on the agenda and time schedule in advance. This is not intended to be a grievance meeting.

ARTICLE 22 - OWNERS AND SUCCESSORS

If the Employer furnishes food or beverages from the LVCC for off-premises catering or concessions, the Employer will use Union workers to serve the food. This would not apply to a CENTERPLATE employee function.

In the event that the Employer sells, transfers, or assigns all or any part of its right, title, or interest in the operation covered by this Agreement or substantially all of the assets used in such operation, or, in the event there is a change in the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing, and the Employer further agrees that it will obtain from its successor or successors in interest a written assumption of this Agreement including a promise that the successor or successors in interest shall retain the employees employed in each of the units represented by the Union (subject to changes in the level of staffing) and furnish a copy thereof to the Union, in which event the assignor shall be relieved of its obligations hereunder to the extent that the assignor has fully transferred its right, title, or interest. The Union shall not be required to post a bond or other security as a condition to obtaining an injunction or other equitable relief against a violation or threatened violation of this Section.

ARTICLE 23 - TERM OF AGREEMENT

Section 1.

This Agreement shall remain in effect from September 1, 2017, and shall continue to August 31, 2022 and thereafter from year to year unless terminated as hereafter provided. Either party desiring to terminate or change this Agreement must notify the other in writing at least sixty (60) days prior to the anniversary date any year thereafter.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 21 day of July, 2019, in Clark County, State of Nevada.

EMPLOYER – VOLUME SERVICES, INC.,
d/b/a CENTERPLATE

UNION - LOCAL JOINT EXECUTIVE
BOARD OF LAS VEGAS

BY: [Signature]
ITS: GM

BY: [Signature]
ITS: President

BY: [Signature]
ITS: VP

BY: [Signature]
ITS: Sec. Treas

EXHIBIT 1- WAGE SCALES

CLASSIFICATION	Tipped	9/1/2017		9/1/2018	
		100%	80%	100%	80%
KITCHEN					
First Cook		19.13	15.30	19.42	15.53
Cook/Carver/Broiler/Slicer/Expeditor		18.76	15.01	19.05	15.24
Head Pantry Worker		18.54	14.83	18.83	15.06
Pantry Worker		18.19	14.55	18.48	14.78
Pantry Helper		17.39	13.91	17.68	14.14
Cook's Helper		17.44	13.95	17.73	14.18
Kitchen Steward		17.41	13.93	17.70	14.16
Kitchen Worker		15.26	12.21	15.55	12.44
Lead Kitchen Worker		16.41	13.13	16.70	13.36
Kitchen Runner		15.26	12.21	15.55	12.44
Baker		19.43	15.54	19.72	15.77
BEVERAGE DEPARTMENT					
Bartender (Tipped)	T	14.56	11.65	14.71	11.77
Cocktail Server (Tipped)	T	12.71	10.17	12.86	10.29
Mobile Vendor**					
Runner		15.26	12.21	15.55	12.44
Lead Runner		15.91	12.73	16.20	12.96
CONCESSIONS					
Stand Worker*		15.11	12.09	15.40	12.32
Cashier		16.06	12.85	16.35	13.08
Runner		15.26	12.21	15.55	12.44
Lead Runner		15.91	12.73	16.20	12.96
Bus Person		14.81	11.85	15.10	12.08
Hostess		14.91	11.93	15.20	12.16
EXPRESSO					
Expresso Server		15.11	12.09	15.40	12.32
Runner		15.26	12.21	15.55	12.44
BANNERS					
Stand Worker*		15.11	12.09	15.40	12.32
Cashier		16.06	12.85	16.35	13.08
Runner		15.26	12.21	15.55	12.44
Lead Runner		15.91	12.73	16.20	12.96

CLASSIFICATION	Tipped	9/1/2017		9/1/2018	
		100%	80%	100%	80%
Bus Person		14.81	11.85	15.10	12.08
Hostess		14.91	11.93	15.20	12.16
CATERING					
Banquet Captain		Open	Open	Open	Open
Banquet Worker (Tipped)	T	11.11	8.89	11.26	9.01
Coffee Service Worker (Tipped)	T	11.11	8.89	11.26	9.01
Bus Person		14.81	11.85	15.10	12.08
Runner		15.26	12.21	15.55	12.44

* The term "Specialty Cook" includes, but is not limited to, pantry, pastry, or garde manager staff (as well as but not necessarily "hot line" cooks as may be interpreted). Pantry, Pastry, or Garde Manager "manager/supervisor" staff may be required to plate or prepare VIP level items such as composed salads, sushi, caviar displays, charcuterie or pate displays, specialty chocolate or sugar work, desserts, or any other VIP or specialty "cold food" items that everyday staff may not be able to do.

**All employees added to the steady extra seniority list during the term of this Agreement shall be paid, for their first nine (9) months of employment on that list, 80% of the scale set forth above. Employees not on the steady extra seniority list shall be paid, throughout the term of this Agreement, 80% of the scale set forth above except IV. Banquet/Catering employees (not on the steady extra seniority list) who shall be paid the scale set forth above.

EXHIBIT 2 - STAND WORKERS/MOBILE VENDORS

In accordance with past practice, Stand Workers will work all set up and tear down of conventions. Mobile Vendors will not be used in lieu of Stand Workers.

EXHIBIT 3 - SHORT RATE

Dispatched employees hired for multi-day functions who without sufficient cause do not complete the entire function shall be compensated for all work actually performed at the rate of 80% of the rate shown in Exhibit 1 for extra employees, or the legal minimum wage, whichever is greater; provided further that such employees shall not receive any portion of guaranteed gratuities or pooled tips from such functions.

EXHIBIT 4 - BARTENDERS

All Bartenders dispatched for one (1) shift of work only, shall receive the one hundred percent (100%) hourly rate of said classification, as listed in Exhibit 1 of the Agreement. Bartender overtime is subject to the same overtime waiver as other tipped employees.

EXHIBIT 5 - CHECK-OFF AGREEMENT

1. Pursuant to the Union Security provision of the Agreement between the Employer and the Local Joint Executive Board Of Las Vegas, representing the Culinary Workers Union, Local No. 226, and the Bartenders Union, Local No. 165 (hereinafter, referred to as the "Union"), the Employer, during the term of the Agreement, agrees to deduct each month Union membership dues (excluding initiation fees, fines and assessments) (If no monies are available in the first check of the month, then the Employer shall deduct dues from the next check that has enough earnings to allow for the deduction) from the pay of those employees who have authorized such deductions in writing as provided in this Check-Off Agreement. Such membership dues shall be limited to amounts levied by the Unions in accordance with their Constitutions and Bylaws. Deductions shall be made only for those employees who voluntarily submit to the Employer employing them the original or a facsimile of a written authorization in accordance with the "Authorization for Check-Off of Dues" form set forth below. It is the Union's responsibility to provide the employees with this form.

2. On and after the date this agreement is ratified by employees represented by the Union, the required authorization shall be in the following form:

PAYROLL DEDUCTION AUTHORIZATION

Date _____

I, the undersigned, hereby request and voluntarily authorize the Employer to deduct from any wages or compensation due me, an amount equal to the regular monthly dues uniformly applicable to members of ("Union") in accordance with the Constitution and Bylaws of the Union.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice to both the Employer and the Union by registered mail during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent

to the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable check-off from year to year unless revoked as hereinabove provided, irrespective of whether I am a Union member.

Signed _____

Social Security No. _____

The Employer shall continue to honor authorization in the following form executed by employees prior to the date of this agreement is ratified by employees represented by the Union:

PAYROLL DEDUCTION AUTHORIZATION

Date _____

I, the undersigned, a member of _____, hereby request and voluntarily authorize the Employer to deduct from any wages or compensation due me, an amount equal to the regular monthly dues uniformly applicable to members of _____ ("Union") in accordance with the Constitution and Bylaws of the Union.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending a written notice to both the Employer and _____, by registered mail during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable Check-Off from year to year unless revoked as herein above provided.

3. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Check-Off Agreement.

4. The original or a facsimile of a properly executed Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues which are incomplete or in error will be returned to the Union by the Employer.

5. Check-off deductions under all properly executed Authorization for Check-Off of Dues forms which have been delivered to the Employer on or before the fifteenth (15th) day of any particular month thereafter shall begin with the following calendar month.

6. Deductions shall be made in accordance with the provisions of this Check-Off of Union Membership Dues Section, from the pay received on the first (1st) payday of each month regardless of the payroll period ending date represented on that payroll check. These provisions for dues deductions shall not apply to banquet workers.

7. The Employer agrees to make deductions as otherwise provided in this Check-Off of Union Membership Dues Section in the case of employees who have returned to work after authorized leave of absence.

8. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Union.

9. The Employer shall remit each month starting June 1, 2001, to the designated financial officer of the Union, the amount of deductions made for that particular month, together with a list of employees and their Social Security numbers, for whom such deductions have been made. The information shall be in computer readable electronic form, in any one of the following media:

1. Downloaded by the Union from the Company's FTP site;
2. Uploaded by the Company to the Union's FTP site;
3. CD ROM;
4. Via e-mail transmission.

The remittance shall be forwarded to the above designated financial officer not later than the fifteenth (15th) of the month, for the deduction from the first paycheck received by the employee (prior to the fifteenth [15th] of the month) for the month the dues are being paid.

10. Any employee whose seniority is broken by death, quit, discharge or layoff, or who is transferred to a position outside the scope of the bargaining unit, shall cease to be subject to checkoff deductions beginning with the month immediately following that in which such death, quit, discharge, layoff, or transfer occurred.

11. In the event any employee shall register a complaint with the Employer alleging his/her dues are being improperly deducted, the Employer will make no further deductions of the employee's dues. Such dispute shall then be reviewed with the employee by a representative of the Union and a representative of the Employer.

12. The Employer shall not be liable to the Union by reason of the requirements of this Check-Off Agreement for the remittance of payment of any sum other than that constituting deduction made from employee wages earned.

13. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

EXHIBIT 6 - POLITICAL ACTION COMMITTEE

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

I hereby authorize the Employer to deduct from my pay the sum of \$1.00 per month and to forward that amount to the Hotel Employees and Restaurant Employees International Union TIP - "To Insure Progress". This authorization is signed voluntarily and with the understanding that the Hotel Employees and Restaurant

Employees International Union TIP — "To Insure Progress" 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 States Registered or Certified Mail, Return Receipt Requested to the Treasurer, Hotel Employees and Restaurant Employees International Union TIP — "To Insure Progress", 275 7th Street, NY, NY 100116708, 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 UNITE HERE TIP - "To Insure Progress", 275 7th Street, NY, NY 10011-6708, 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 terms of liability that may arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

EXHIBIT 7 - SUBCONTRACTING AND SUBLEASING

All subcontractors operating at the LVCC to use current union labor rates and benefits scheduled through Centerplate, other than the subcontract's owners & supervisors, not doing bargaining unit work. Exception: All outside food trucks to use one busser per two food trucks outside and Big Daddy's BBQ to use one bussers per location. Big Daddy's BBQ limited to 14 locations per year (**Con Expo years additional 4 locations maybe added).

EXHIBIT 8 - SUBCONTRACTING AND SUBLEASING

Centerplate Union Classification Totals V2

CULINARY	CURRENT A-LIST	A-LIST NEEDS	PROPOSED B-LIST NEEDS
COOK #1	8		5
COOK	35	0	30
BAKERS	4	1	5
PANTRY	6	10	35
CATERING	CURRENT A-LIST	A-LIST NEEDS	PROPOSED B-LIST NEEDS
CHINA SERVERS	7	3	35
DISPOSABLE SERVERS	20	0	85
BANQUET RUNNERS	6	14	120
BAR DEPARTMENT	CURRENT A-LIST	A-LIST NEEDS	PROPOSED B-LIST NEEDS
BARTENDERS	49	1	60
BAR RUNNERS	9	1	40
RESTAURANTS	CURRENT A-LIST	A-LIST NEEDS	PROPOSED B-LIST NEEDS
STAND WORKERS	40		20
CASHIERS	26		20
LEAD RUNNER	1	2	1
RUNNERS	11		10
BUSSERS	12		10
CONCESSIONS	CURRENT A-LIST	A-LIST NEEDS	PROPOSED B-LIST NEEDS
STAND WORKERS	8	5	30
CASHIERS	7	6	28
LEAD RUNNER	1	3	2
RUNNERS	1	6	5
BUSSERS	3	5	10

STARBUCKS	CURRENT A-LIST	A-LIST NEEDS	PROPOSED B-LIST NEEDS
BARISTA/CASHIER			
SB RUNNER			
STEWARDING	CURRENT A-LIST	A-LIST NEEDS	PROPOSED B-LIST NEEDS
STEWARD	4	2	5
LEAD KITCHEN WORKER	2	2	5
KITCHEN WORKERS	12	2	30

LETTER OF UNDERSTANDING RE SERVICE CHARGES

Through both the sales efforts of the Employer and the expansion of the Convention Center, the amount of service charges paid employees has increased dramatically over the last few years. Both of the aforementioned factors, as well as the fact that each event in the Convention Center customer is different from the last, has resulted in more disputes over service charges. In an effort to clarify the many possible problems that can result in computing the distribution of service charges, the Employer and employees agree:

1. The Employer and the employees recognize that the Employer pays wages and benefits to the employees for service and that service charges are extra amounts paid by the customers as a reward for good service.
2. The Employer will use its best efforts to maximize the price per person that the customers pay for its services. Larger amounts paid for functions obviously result in higher service charges for employees and benefits the Employer.
3. The employees will use their best efforts to provide good quality service based on the Employer's standards and training.
4. Service charges will be paid off the current menu prices
5. If CENTERPLATE discounts an entrée, the service charge will be paid off of the full menu price. However, CENTERPLATE has the right to develop customized or special menus for customers at a price that is higher or lower than a posted menu price. These menus are developed due to customer request, a bid situation, etc. Bundling of packaged non-entrée items will be paid on the package price rather than the menu price.
6. CENTERPLATE retains the right to determine the method of formula in developing the final customer bill. (i.e. consumption [liquid products], flat fee, guaranteed number of persons, etc.)
7. An administrative fee is not a service charge or subject to a service charge.
8. No waivers are required for food clients. Food will be delivered by servers, and equipment by runners or stewards. This issue will be discussed six (6) months after the implementation of this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 29 day of July, 2019, in Clark County, State of Nevada.

EMPLOYER – VOLUME SERVICES, INC.,
d/b/a CENTERPLATE

UNION - LOCAL JOINT EXECUTIVE
BOARD OF LAS VEGAS

BY: [Signature]
ITS: GM

BY: [Signature]
ITS: [Signature]

BY: [Signature]
ITS: President

BY: [Signature]
ITS: Sec. Treas.

SIDE LETTER RE: EXPANSION

In the case of expansion by the LVCVA, any and all expanded food and beverage operation operated by the Employer shall be covered by the terms and conditions of this Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 29 day of July, 2019, in Clark County, State of Nevada.

EMPLOYER – VOLUME SERVICES, INC.,
d/b/a CENTERPLATE

UNION - LOCAL JOINT EXECUTIVE
BOARD OF LAS VEGAS

BY: [Signature]
ITS: GM

BY: [Signature]
ITS: VP

BY: [Signature]
ITS: President

BY: [Signature]
ITS: Sec 7th

SIDE LETTER RE: CATERING TO GO

Delivery Description:

Catering to Go orders will be delivered by runners located in the pre-determined Catering to Go pantries.

Catering to Go orders are only dropped by the runners and not "served" or displayed.

Service Charge Distribution:

Service Charge will be paid out per contract to the assigned server, if the order is placed by an existing customer or reorder for the show in which the server selected at route picking.

All service charge for unassigned booths will be put into a "service charge pool". This service charge pool is assigned to A-listed In-House disposable route servers only and distributed by location.

End of Night Report:

Management will execute the daily "EVENT DAY" report. This report will designate all "EVENT DAY" orders and the distribution of service charge processed through Catering to Go on a daily basis.

End of Shift Expectations:

Unassigned booth orders or NEW ORDERS are to be cleaned up by runners whom delivered items of that booth. Supervisors are responsible for ensuring cleanup is completed by runners.

All assigned orders and/or re-orders will be the assigned server's responsibility to clean up. Servers must continuously circle back their assigned booths several times a day to ensure proper clean up and bussing of their booths. *If your "route" has grown too much because of Catering to Go or reorders and the server is unable to bus or clean, they are still responsible to notify management and also assist in clean up.*

The team, servers, runners and management are responsible for the cleanup process.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 29 day of July, 2019, in Clark County, State of Nevada.

EMPLOYER - VOLUME SERVICES, INC.,
d/b/a CENTERPLATE

UNION - LOCAL JOINT EXECUTIVE
BOARD OF LAS VEGAS

BY: [Signature]
ITS: GM

BY: [Signature]
ITS: President

BY: [Signature]
ITS: [Signature]

BY: [Signature]
ITS: SECRET