

AGREEMENT

Between

CULINAIRE, INC.

And

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7

EFFECTIVE: August 6, 2010 through August 5, 2013

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**CULINAIRE, INC. AND
UNITED FOOD AND COMMERCIAL WORKERS
LOCAL UNION NO.7
AGREEMENT**

This Agreement is entered into by and between CULINAIRE, INC., hereinafter referred to as the "Company," and the UNITED FOOD AND COMMERCIAL WORKERS, LOCAL NO.7, chartered by the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, CTW hereinafter referred to as the "Union," who agree to be bound by the following terms and provisions covering wages, benefits and working conditions.

**ARTICLE 1
PURPOSE OF AGREEMENT**

Section 1 It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

Section 2 It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and the Union which will permit safe, economical and efficient operation.

**ARTICLE 2
RECOGNITION**

Section 1 The Company recognizes the Union as the sole collective bargaining representative for all full-time and regular part-time food and production employees including packers and cleaners employed by the Company at its plant located at 1111 West Exposition, Denver, Colorado but excluding all managers, office clerical employees, drivers, head chef, guards and all supervisors as defined in the National Labor Relations Act as amended.

**ARTICLE 3
SAFETY**

Section 1

- A.) Both the Company and the Union shall expend every effort to see to it that the work performed under the terms and conditions of this Agreement is performed with a maximum degree of safety, consistent with the requirement to conduct efficient operations. Safety rules and regulations issued by the Company shall be strictly adhered to.

- B.) The Company agrees that it has the sole responsibility to provide a safe and healthy workplace and to correct safety and health hazards. Nothing in this Agreement shall imply that the Union has undertaken or assumed any portion of that responsibility.
- C.) It is the responsibility of each management employee and each hourly employee to follow and support all safety operating procedures.

Section 2 The Company shall furnish all safety equipment necessary for the protection of the hourly employees.

Section 3 If the designated Safety Representative is at work when an employee becomes ill or suffers a work-related injury, he or she shall be notified promptly of the occurrence. If the Safety Representative is not at work when the illness or work related injury occurs, he or she shall be notified during his or her next assigned shift. The Executive Chef or his designee shall determine whether an investigation of the incident is warranted and if it is determined by the Executive Chef or his designee to be warranted, the Company will conduct an investigation of the incident.

Section 4 Any dispute covered under this Article 3 and the sections contained within this Article may be referred to the grievance procedure.

Section 5 The Company shall make available for the Safety Representative's review all safety material as required by state and or federal law.

Section 6 Upon arrival of an OSHA inspector to the work site, the Company will notify the Union or its representative as required by state and or federal law.

Section 7 The Employees are responsible for working safely and carefully and utilizing common sense while performing their respective job responsibilities.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1 It is understood and agreed by the Union that the Company reserves the rights of management at all times and that, except as otherwise specifically provided in this Agreement, the Company has the sole and exclusive right to exercise all of the rights or functions of management. These rights or functions include, but are not restricted to: the right to direct and manage the work force, including the right to hire, discipline, suspend, discharge for just cause, control the quality of work, to establish reasonable work rules, policies, and procedures, establish drug policies, transfer, promote, demote, or lay-off employees; the right to schedule work hours; to establish schedules and standards, determine and institute methods and process and changes therein; to determine the number of hours per day or per week operations shall be carried on; to determine the number and types of employees required; to assign work to such employees as determined by the Company; to establish and change work assignments; determine whether action concerning any safety issues is warranted, determine the location of the business, products

to be manufactured or services rendered; and determine those with whom it will do business.

Section 2 Statutory Supervisors shall not perform bargaining unit work except in such situations as instructing an employee, to meet a pending deadline as described below or in an emergency. Every effort will be made to properly staff each day's production with adequate bargaining unit personnel to meet customer order deadlines. However, in the event of unforeseen circumstances which act to prevent the meeting of the day's production deadline as long as all unit employees on premises have been contacted to come and perform work, a supervisor may assist in unit work, except that if the event arises at the beginning of the workday, all employees must be called before the supervisor may assist in the work. An emergency is defined as a situation which a modified order was caused by employer mistake or a customer adjustment within 24 hours of the delivery of the order

ARTICLE 5 CHECK-OFF/UNION SECURITY

Section 1 The Company agrees, during the term of this Agreement, to deduct, weekly, the initiation fee and monthly Union dues from the net earnings due any employee who has executed the Union check-off authorization form. Said authorization must be properly executed by the employee, presented to, and accepted by the Company.

Section 2 The Company may hire new employees from whatever source it desires. All employees covered by this Agreement shall, subject to the ratification of the provisions under the Colorado Labor Peace Act, as a condition of employment, become members of the Union on the thirty-first (31st) day after beginning of employment, to the extent of paying the initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, and shall remain members of the Union to the extent of paying membership dues in the Union, for the duration of this Agreement.

Section 3 The Company shall not discriminate against any employee in regard to the acquisition or retention of membership, and membership in the Union shall be available to every employee on the same terms and conditions generally applicable to all other members.

Section 4 Upon written notice, from the Union to the Company, that an employee is thirty (30) days in arrears in the payment of Union dues or initiation fee, the Company will discharge such employee unless within fifteen (15) days from the date of said written notice, such employee shall obtain or reinstate their membership in the Union.

Section 5 The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, and from any other form of liability as a result of making any deduction or taking any action in accordance with the foregoing authorization and assignment.

Section 6 The foregoing provisions shall not be effective unless and until the Union successfully completes the Colorado Labor Peace Act election.

ARTICLE 6 HOURS OF WORK

Section 1 The workweek for payroll purposes shall start at 12:01 a.m. on Wednesday and end at midnight Tuesday evening. The workweek for scheduling purposes shall start at 12:01 a.m. on Monday and end at midnight on Sunday evening.

Section 2 The Company will set the work hours and schedules for its employees as deemed necessary by the Company. The Company will not violate any state and/or federal laws when setting the employees' work schedules.

Section 3 One and one-half (1 1/2) times the regular rate of pay shall be paid for all hours worked in excess of forty (40) hours in any one work week.

Section 4 Employees who normally are scheduled off on Saturday and Sunday. Saturday and Sunday work requirements shall be notified as soon as reasonably possible. With the exception of the day after Thanksgiving through December 20, if an employee has a previously scheduled personal or professional commitment, he or she shall notify the Company and be excused from Saturday or Sunday work.

Section 5 Regular full-time employees called to work will be provided with a minimum of three (3) hours work or paid the equivalent of three (3) hours worth of work. The Company will endeavor to notify employees in advance of a cancellation of scheduled work.

Section 6 Any and all additional hours will be offered by seniority to those Full-time employees who have not yet reached 40 hours.

Section 7. For hours worked prior to an employee's scheduled starting time when less than eight (8) hours has elapsed since the employee's last previously scheduled quitting time the employee shall be compensated at the rate of time and one-half (1 1/2x) of the employee's base hourly rate of pay for the hours worked prior to employee's scheduled starting time.

ARTICLE 7 NO GUARANTEED WORK

No work is guaranteed. The Company will make every effort to have its full time employees work forty (40) hours per week.

ARTICLE 8 COMPANY AND UNION RESPONSIBILITY

Section 1 During the term of this Agreement, there shall be no strike, stoppage, picketing, honoring of any picket line, sympathy strike, slowdown, deliberate withholding of production or suspension of work on the part of the Union, its members, or any individual covered by this Agreement for any reason whatsoever. In the event of a breach of this provision, the Union shall

immediately declare publicly that such action is unauthorized and shall promptly order its members to resume their normal duties notwithstanding the existence of any strike, stoppage, picketing, honoring of any picket line, sympathy strike, slowdown, deliberate withholding of production or suspension of work. The Union will take all necessary steps to end these acts. The Union further agrees that it will in no way interfere with the business of the Company by sanctioning or conducting a boycott on the handling of goods procured from a source or destined to a point where a labor controversy or dispute may exist.

Section 2 The Company agrees that neither it nor its representatives will put into effect any lockout during the term of this Agreement.

Section 3 The Company will not enter into any agreement with an employee on an individual basis.

Section 4. All employees and supervisors will not use obscene or offensive language towards any employee or supervisor of the Company.

ARTICLE 9 SENIORITY

Section 1 Seniority shall be determined by the employees' most recent date of hire.

Section 2 A regular full-time employee shall be considered as an employee who has completed thirty (30) days of work.

Section 3 A probationary employee is an employee who is not qualified as a regular full-time employee. Probationary employees may be discharged in accordance with state and federal laws at the discretion of the Company without recourse by either the employee or the Union.

Section 4 Temporary Vacancies. The Company has the right to transfer employees in order to fill vacancies without regard to seniority on a temporary basis for one (1) day.

Section 5 Posting Seniority Lists. The Company will post on the bulletin boards on January first OM and July first (1st) of each year a seniority list of all regular full-time employees and furnish one (1) copy of each to the Union and one (1) copy of each to the Chief Shop Steward.

Section 6 Training and Job Assignment. Training is defined as teaching or instructing an employee how to do a task. Employees who wish to be trained in a job will be trained in seniority order before any employee who does not wish to be trained for the job. Employees will notify the Company in writing that they wish to be trained. When shortages or unexpected situations arise, employees who are trained to perform the job will be assigned to do the work consistent with the terms of this Agreement.

ARTICLE 10 JOB BIDDING

Section 1 When job openings occur, either by creation of a new job or by a vacancy, the Company will post the job opening to the facility. This opening will remain posted for at least three (3) days. Those employees who are interested in the posted position will notify their supervisor or designated Company representative as stated in the posting.

Section 2 Job bidding shall be governed by plant seniority.

Section 3 An employee awarded a job through a bid shall be placed on the new job no later than thirty (30) days after the job has been awarded. Once the employee begins the new job, he or she shall have five (5) days to decide if he will remain on the job. If he or she decides not to remain on the job, the employee must notify the Company in writing prior to the sixth (6th) day and if the employee does so, the employee has the right to return to his or her previous position.

Section 4 An employee who is awarded a job by bid but cannot perform or qualify within 30 days shall return to his or her previous job unless the Company grants the employee additional time to qualify for his or her position. Management, not the employee or the Union, shall determine whether the employee is able to adequately perform or qualify for the new position.

Section 5 When an employee successfully bids a higher rated job, that employee shall continue to be paid the former rate of pay until qualified. Should an employee successfully bid on a lower rated job, that employee shall be paid the lower rate when placed on the lower rated job.

Section 6 Notwithstanding any of the above, the Company may assign employees on a temporary basis as necessary in the conduct of the business with consideration of seniority, ability and qualifications. Any employee temporarily assigned to a job having a lower rate than their regular rate will receive their regular rate while performing such job. An employee temporarily assigned to a higher group job for more than two (2) hours shall receive the higher group rate for all hours worked. Any temporary assignment exceeding thirty (30) days will be discussed with the Union, to set up a schedule for replacement if necessary.

Section 7 A bulletin board for bids and bid awards only, shall be placed in an area accessible to the majority of employees. The bulletin board shall post jobs available for bid with a list of all new jobs awarded.

ARTICLE 11 PLANT CLOSING

The Company shall notify the Union in writing, commensurate with established labor law, of a complete closure of the facility that will involve a permanent layoff of bargaining unit employees. The Company and the Union will meet within fifteen days after such written notice for the purpose of negotiating the effect of such closure on bargaining unit employees.

ARTICLE 12 LAY-OFFS

Section 1 Lay-offs shall be based on seniority, classification and step within the classification. Probationary employees shall be the first (1st) laid off, before any employees with seniority. All open jobs created by such reduction procedure shall be filled by those employees laid off from their jobs who have sufficient seniority to remain. Employees who are placed on new jobs, in cases of lay-off or reassignment, shall be trained on the new job.

Section 2. When an employee is laid off, he or she will have the opportunity to bump the least senior employee with less seniority in a classification with the same or lesser thereafter rate. The employees will maintain their original rate if the thereafter rate is the same in both classifications.

Section 2 The Company will give notice to employees as soon as possible of lay-off who are affected by such.

Section 3 If there is a reduction of the number of employees in a classification, such reduction shall be made on the basis of the seniority of the employees in such classification. The employee with the least seniority will be the first (1st) one eliminated from such classification.

Section 4 Employees will be called back in the order of their seniority. Employees on the lay-off roll shall first (1st) be recalled, based on their seniority. Employees will be recalled in seniority for temporary positions.

Employee's shall be removed from the lay-off roll after six months.

Refusal of employees to accept recall to a temporary job during this six month period, where such temporary job will last a week (five [5] days) or more, shall result in immediate removal from the lay-off roll, provided the employee has been given at least twenty-four (24) hour notice. Any employee recalled during this six month period shall retain all seniority rights. The Company and a representative of the union will jointly confirm that each worker is notified of any recall.

If a worker on the lay-off roll notifies the Company, in writing, that he or she is unavailable for a period of three weeks or less and would be unable to accept a recall to a temporary job, as described above, the worker will not be removed from the lay-off roll during this limited period of availability.

Section 5. No new bargaining unit employee may be hired while any bargaining unit employee is on lay-off.

Section 6. When an employee is placed on lay-off they will be given his or her pay check on the date the lay-off is effective.

ARTICLE 13 DISPUTE PROCEDURE

Section 1 Should any dispute or complaint arise over the application or interpretation of this

Agreement, there shall be an earnest effort on the part of the parties to settle such dispute promptly through the following steps, and failure to follow the procedures set forth below shall result in forfeiture of the grievance. Additionally, failure to meet the deadlines detailed below shall result in the forfeiture of the grievance unless otherwise agreed by the parties.

Section 2 **Step I.** By conference during scheduled working hours between the Steward and/or the Union's Representative and/or the aggrieved employee(s), and a designated Company representative.

Section 3 **Step II.** If the grievance cannot be satisfactorily resolved under Step I above, the grievance shall be reduced to writing and submitted to the representative designated by the Company to handle such matters. Such submission shall be made within twenty (20) days of the date of the occurrence of the event which gives rise to the grievance and shall clearly set forth the issues and contentions of the aggrieved party or parties and must reasonably allege a specific violation of an express provision of this Agreement. [In the case of a discharge, the time limits shall be fourteen (14) days.] The Company designee and the Steward and/or Union Representative shall meet within ten (10) days after receipt of written notice of the grievance and attempt to resolve the grievance. In the event the employee has been improperly paid, said payment error shall be corrected on a retroactive basis, but not beyond ninety (90) days prior to the date on which the grievance is presented in writing.

Section 4 **Step III.** If the grievance is not satisfactorily adjusted at Step II, either party may, with reasonable promptness, but in no event later than thirty (30) days from the date of the Step II meeting, in writing, request arbitration and the other party shall be obligated to proceed with arbitration in the manner hereinafter provided. The parties shall forthwith attempt to agree upon an impartial arbitrator.

Section 5 In the event the parties are unable to reach agreement upon the election of an arbitrator within fifteen (15) days of the written request for arbitration, the party requesting arbitration may, with reasonable promptness but no later than two weeks, request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. From this panel of seven names, each party shall alternately strike names one at a time, until each party has stricken three (3) names. The moving party shall strike the first name. The remaining arbitrator from the list shall be the impartial arbitrator. A finding or award of the arbitrator shall be final and conclusive upon the parties hereto.

Section 6 The arbitrator shall have all the rights, power, and duties herein given, granted and imposed upon him/her; but his/her award shall not change, alter or modify any of the terms and conditions set forth in this Agreement. The expenses of the impartial arbitrator shall be shared equally by the parties. The arbitrator will issue his decision within thirty (30) calendar days after the close of the proceedings. This thirty (30) day calendar time limit may be extended by mutual agreement between both parties.

Section 7 In the event either party refuses to arbitrate on demand of the other party, and an order compelling arbitration is obtained in Federal Court on the basis contended by the moving party, the refusing party will pay to the moving party reasonable legal fees incurred. Similarly, if

the moving party fails to prevail in such an issue, the moving party will pay reasonable legal fees incurred.

Section 8 **Pay Discrepancies.** Any agreed pay discrepancy of fifty dollars (\$50.00) or greater shall be adjusted within seven (7) days of the learning of the error. Any agreed pay discrepancy of less than fifty dollars (\$50.00) shall be adjusted for the following week.

ARTICLE 14 DISCHARGE

Section 1 No employee covered by this Agreement shall be disciplined, suspended, demoted or dismissed without just and sufficient cause.

Section 2 **Grievance Procedures.** If any employee has been suspended, demoted, and/or dismissed without just and sufficient cause, they may file a grievance under the grievance and arbitration provisions of this Agreement.

ARTICLE 15 DISCIPLINE/NO DISCRIMINATION

Section 1 **No Discrimination.** The Company and the Union are committed to maintaining a work environment that is free from discrimination. In the administration of this Agreement and, in accordance with applicable federal and state law, neither the Company nor the Union shall discriminate against any employee because of that employee's race, color, religion, national origin, age, marital status, veteran's status or disability.

Section 2 **Harassment Prohibited.** Harassment of any employee due to that employee's race, color, sex, religion, national origin, age, veteran's status, or disability is also prohibited by this Agreement as well as federal and state law. Harassment, for purposes of this Agreement, is that which is defined by applicable federal law.

Section 3 **Use of Grievance Procedures.** If any employee feels that they have been subjected to prohibited discrimination, including harassment, they may file grievance under the grievance and arbitration provisions of this Agreement. If the employee feels they have been the subject of discrimination or harassment they should immediately notify their immediate supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact their supervisor, the employee should immediately contact the head chef, executive chef, or a member of management. The Company will investigate all such complaints. If an investigation confirms that harassment has occurred, the Company will take corrective action, up to and including immediate termination of employment of any employee found to have violated the provision of this Article. The Company forbids retaliation against anyone who has truthfully reported harassment.

Section 4 **Reasonable Accommodation.** In the administration of this Agreement, the Company and the Union will provide reasonable accommodations to qualified employees with a disability and to employees based upon their religious tenets. Any employee who seeks such an

accommodation must so inform the Company, in writing, and cooperate with the Company and the Union in seeking to identify reasonable alternatives. The need for the extent of such accommodation shall be determined by the Company in accordance with its interpretation of the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964, even if such accommodations may necessitate the modification or waiver of any provision of this Agreement, however, in the event a reasonable accommodation may necessitate the modification or waiver of any provision of this Agreement, the Company and the Union will meet to discuss same.

ARTICLE 16
CLOTHES/EQUIPMENT FURNISHED BY THE COMPANY

Section 1 The Company shall furnish safety devices, which when furnished, must be worn as a condition of employment.

Section 2

- A.) The Company shall furnish all tools, equipment, and garments necessary to perform the job duties assigned to each employee. The Company will continue to furnish heavy-duty coats (at least 15) for use by employees who work in a cooler or freezer. Employees will follow Company procedure for sign out and use.
- B.) The Company will provide regular, full-time employees with uniforms, including the laundering of these uniforms at no cost to the employee.

Section 3

- A.) The Company will periodically check the condition of all equipment furnished by the Company, and at its own expense replace items which are no longer protective or worn out. It is at the Company's discretion as to which items are no longer protective or worn out. The Company will repair equipment when needed.

Section 4

- A.) Employees will report any items which are no longer protective or are worn out.

ARTICLE 17
HOLIDAYS

Section 1 The following days shall be recognized as Company holidays:

New Year's Day – paid	Labor Day – unpaid
Memorial Day – unpaid	Thanksgiving Day – unpaid
Independence Day (July 4 th) – unpaid	Christmas Day - paid

Section 2 As pay for an unworked pay holiday, employees will be paid at straight-time for the number of hours they would normally have worked on the day in question, but not to exceed eight (8) hours.

Section 3 When an employee is required to work on a holiday identified above, the employee shall be paid one and one-half times (1 1/2x) his/her normal hourly rate of pay.

Section 4 When one (1) of the paid holidays falls on Saturday or Sunday, such holiday shall be observed on either the preceding Friday or the following Monday.

Section 5 Any employee who has been employed for six (6) consecutive months prior to the paid holidays and is laid off prior to December 25th, shall receive the holiday pay for the upcoming Christmas Day and New Years Day holidays.

ARTICLE 18 INJURY ON THE JOB

The Company will comply with all injuries on the job in accordance with the Colorado Workers' Compensation laws.

ARTICLE 19 UNION STEWARD

Section 1 The Union shall have the right to designate two (2) Stewards, one (1) of which who will be designated as Chief Steward, who shall perform their duties with no inconvenience to the Company. Such Stewards shall not be discriminated against because of their Union activities. The Executive Chef or his designee shall be advised in writing by the Union of the name of the Steward(s) in the facility.

Section 2 The Company agrees to schedule the Stewards three (3) days off to attend the Union's Annual Stewards' Conference. The Stewards will not be paid when attending the conference.

ARTICLE 20 LEAVE OF ABSENCE

Section 1 **Union Business.** The Company may grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business provided the Company is given two (2) weeks notice in writing specifying the length of time off. Moreover, the Company may decline the employees request if it determines the employee is needed at work.

Section 2 **Military Leave.** Any employee in military service under the provisions of Federal law, shall be returned to his/her job in accordance with such law.

Section 3 **Funeral Leave.** In case of a death of an immediate family member of an employee, the employee may be excused to attend the family member's funeral. The employee will not be paid for this time off. The employee will be granted up to three (3) days off to attend the funeral. The employee may request additional unpaid time off but the Company will have discretion whether to grant this request.

Section 4 **Personal Leave.** A leave of absence up to thirty (30) days may be granted to an employee who has had one (1) year of continuous service for reasonable personal reasons but not for the purpose of engaging in gainful employment elsewhere. An employee shall not request a personal leave of absence from July through December. The employee requesting the leave of absence must submit a written request to his or her supervisor no less than seven (7) days before the requested leave begins. The employee shall state in the written request the reason for the personal leave, the date the personal leave is to begin, and the date the expected date of return to work. The Company has the discretion to grant, grant in part, or deny such a request.

Section 5 The Company will comply with all absences covered under the Family Medical Leave Act ("FMLA") in accordance with the FMLA.

Section 6 **Request for Leave of Absence.** All leaves of absence must be requested in writing to the immediate supervisor unless the employee is physically disabled to the extent that such advance request is not possible and shall state 1) the reason, 2) date leave is to begin, and 3) expected date of return to work. If an employee anticipates that his or her leave will exceed ninety (90) days, the employee shall submit an additional written request to the Company asking for more time off. Leaves of absence shall be granted in writing in advance and a copy shall be given to the employee. The Company has the discretion whether to approve or reject an employee's request for a leave of absence.

Section 7 **Returning from Leave of Absence.** The employee must be qualified to resume his/her regular duties or such other available duties as assigned upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his/her normal duties may be required. The employee shall be returned to the job previously held, or to a job comparable with regard to rate of pay no later than on the first (1st) weekly schedule, provided the notice of intent to return to work is received prior to 9:00 AM,

Wednesday of the week preceding the next available schedule.

Section 8 If an employee is notified of the death of his/her spouse, parent or child while at work, the employee shall be granted the remainder of the day off without pay.

Section 9 Time spent on an approved leave of absence will not be counted as time worked for the purpose of wage computation and will not result in loss of seniority. Failure to report back to work at the end of a leave of absence shall result in the employee being considered a voluntary termination.

ARTICLE 21 PRODUCTION STANDARD CREWING

Crewing and production concerns may be brought to the attention of the Company by employees, stewards or union representatives. The parties will study and resolve the issues.

ARTICLE 22 WAGE RATE CLASSIFICATION

Section 1 When the Company establishes a new classification, combines or separates the duties of existing classifications, or substantially changes the work content of an existing classification, it will notify the Union and establish an hourly rate for the classification.

Section 2 The test of fairness of the Company's rate determination is whether it is in line with the existing rate structure of other jobs in the department, giving proper consideration to the job content and skill involved.

ARTICLE 23 PLANT VISITATION

Section 1 A representative of the Union shall have access to the plant for the purpose of investigating conditions therein, under the terms of this Agreement, and to adjust any grievances or complaints therein. Conferences between Union representatives and an employee and/or employees shall be so conducted so that there shall be no interruption of the Company's production whenever possible. Upon entering the plant, Union representatives must report to a designated Company representative.

ARTICLE 24 MEAL PERIOD

Employees shall receive a one-half (1/2) hour lunch period at approximately the middle of the workday. Employees' scheduled lunch periods will be set forth on the schedule, but the parties recognize it may be necessary to alter the lunch period schedule due to the needs of the business.

**ARTICLE 25
REST PERIODS**

All employees under this Agreement shall be allowed a ten (10) minute rest period before lunch and a ten (10) minute rest period no later than two (2) hours after lunch. An employee who works ten (10) hours in any one (1) day will be given an additional ten (10) minute paid rest period. It is understood that employees may combine rest periods.

**ARTICLE 26
VACATION**

Section 1 All employees covered by this Agreement and have been in the continuous service of the Company for a period of one (1) year shall be entitled to the following paid vacation:

1-2 years	1 week
3-5 years	2 weeks
6+ years	3 weeks

Section. 2 If a paid holiday falls within an employee's vacation, the employee will not be charged with a vacation day for the holiday. The employee's vacation shall be extended by one day.

Section 3 The Company will post a notice December first (1st) of the prior calendar year, and the employees will sign the roster as to their choice of vacation time. The period October 1st through December 31st each calendar year will generally not be permitted as a vacation selection period due to the operational needs of the Company. This list will remain posted for selection until January thirty-first (31st) of each calendar year. Any employee who fails to sign such roster prior to January thirty-first (31st) will be able to submit a written request for time off to his/her supervisor at least two (2) weeks notice before the requested time off.

Section 4 If an employee is on a scheduled vacation and he/she becomes seriously ill, has a death in the family, or is called for jury duty, etc., the employee's vacation will be reassigned.

Section 5. An employee will be provided the option of receiving a vacation check on the last day he or she works before vacation begins.

**ARTICLE 27
NEW MEMBER ORIENTATION**

Section 1 Each week during new employee, orientations, a representative of the Union will be allowed the opportunity to discuss the Union role at the plant, to answer any questions, and to sign the new employee up for Union membership. Orientation meetings will not exceed thirty (30)-minutes.

Section 2 When an applicant for employment is hired, the Company will give the applicant

a Union Authorization Card, along with other documents given to newly hired applicants, for signature (i.e., insurance enrollment card). To the extent allowed by law, the Company will explain to the successful applicant that the plant employees are represented by Local 7 and give the employee a Union application. In the event the successful applicant declines to sign the Union Authorization Card, the applicant will be referred to a designated Union representative who will be given a quiet area to explain the advantages of Union representation.

ARTICLE 28 OTHER PROVISIONS

Section 1 When an employee is required to return to work for a mandatory plant meeting, the Company shall pay the employee a minimum of two (2) hours worth of work or allow the employee to work at least two (2) hours.

Section 2 **Technological Changes.** In the event the Company introduces major technological changes which would have a direct impact affecting bargaining unit work, the Company agrees to meet with the Union to bargain over the effects no later than thirty (30) days prior to any such changes take effect.

Section 3 **Paychecks**

- A.) The check with which the Company pays the employees will state all deductions, hourly rates, hours worked, straight-time and overtime. It is understood and agreed that the employees shall be paid on a biweekly basis.
- B.) The Company will continue legitimate methods and practice of distributing paychecks to employees.
- C.) Paychecks shall be distributed on a bi-weekly basis.

Section 4 **Neutrality.** The Company shall do what is necessary to ensure its officers, representatives, supervisors and/or agents shall not attempt to influence a Colorado Labor Peace Act election or any internal Union election campaign and/or vote.

ARTICLE 29 BULLETIN BOARD

Bulletin boards will be installed in the area of each time clock for the posting of Union notices. The Union shall be privileged to post bulletins having to do with the Union's official business on the bulletin board provided by the Company.

ARTICLE 30
WAIVER, ENTIRE AGREEMENT AND SEVERABILITY

Section 1 **Entire Agreement.** This is the complete Agreement providing 'all benefits to which any employee may be entitled, and it is expressly understood and agreed that the Company has no obligation to any employee or employees other than those provided herein.

Section 2 **Waiver.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 3 **Amendments.** Any modification or supplement to this Agreement to be effective must be reduced to writing and executed by the designated representatives, of each party.

Section 4 In the event any provision of this Agreement should be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement; and further, should any federal or state law, government rule or regulation issued by any of its departments, agencies or representatives affect any provision of this Agreement, the provision, or provisions, so affected shall be made to conform to the law or determination, and all other provisions not so affected shall continue in full force and effect.

Section 5 It is agreed that the Union may print the collective bargaining agreement in both English and Spanish. In the event the Union does print up a Spanish version, the parties agree that the English version of this Agreement shall be the controlling document for legal and administrative purposes.

**ARTICLE 31
TERM OF AGREEMENT**

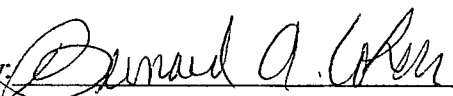
Section 1 This Agreement shall be effective from August 6, 2010, and shall remain in full force and effect up to 12:01 AM August 5, 2013. Either party may, after 60 to 90 days prior to the expiration date of this contract, give notice to terminate the Agreement. If such notice is not given, the Agreement shall renew itself for successive one (1) year periods until notice is given.

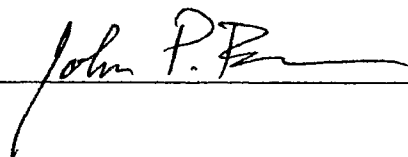
Signed this 7th Day of December, 2010

Signed this 7th Day of December, 2010

CULINAIRE, INC.

UFCW LOCAL 7, DENVER, COLORADO,
Chartered by the UNITED FOOD AND
COMMERCIAL WORKERS
INTERNATIONAL UNION

By: 

By: 

**APPENDIX A
WAGES**

Cooks/Canape Preps/Pastry & Tartlet Machines/Meat Preparer	\$8.00 per hour	1 st six months
	\$8.25 per hour	2 nd six months
	\$8.60 per hour	Thereafter
Store Attendant/Fryer/Oven Operator/Pre-Op/General Assembly Workers/Cleaners/Dishwashers	\$7.60 per hour	1 st six months
	\$7.65 per hour	2 nd six months
	\$7.75 per hour	Thereafter

As of August 4, 2011 all wage rates including rates not on a progression will be increased by \$0.25 per hour. As of August 2, 2012 all wage rates including rates not on a progression will be increased by \$0.30 per hour.

An employee as of August 5, 2010, earning more than the wage rate listed above will maintain that wage rate plus the general increases stated above, until such time as the parties negotiate and establish wage rates in excess of those that the employee earns for that position or his rate is exceeded in the progression.