

K#9981



# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**BALLY'S LAS VEGAS MANAGER, LLC  
on behalf of PARBALL NEWCO, LLC**

**d/b/a**

**BALLY'S LAS VEGAS**

**and**

**LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS**

**2018 - 2023**

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## **AGREEMENT**

THIS AGREEMENT is made and entered into as of the First day of June, 2018 by and between BALLY'S LAS VEGAS MANAGER, LLC on behalf of PARBALL NEWCO, LLC d/b/a BALLY'S LAS VEGAS (hereinafter, called the "Employer") and its successors and assigns, and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, for and on behalf of CULINARY WORKERS UNION, LOCAL NO. 226 and BARTENDERS UNION, LOCAL NO. 165 (hereinafter, called the "Union").

### **WITNESSETH:**

WHEREAS, pursuant to a valid reopening notice dated February 8, 2018, and served upon the Employer by the Union, the parties have, by negotiations and collective bargaining, reached complete agreement on wages, hours of work, working conditions and other related, negotiable subjects to be incorporated into a new Labor Agreement which shall supersede all previous verbal or written agreements in conflict with or modified by this Agreement applicable to the employees in the bargaining unit defined herein which may have existed between the Employer and the Union or between the predecessor of the Employer, if any, and the predecessor of the Union, if any.

NOW, THEREFORE, in consideration of the foregoing, the execution of this Agreement and the full and faithful performance of the covenants, representations and warranties contained herein, it is mutually agreed as follows:

### **ARTICLE 1: RECOGNITION AND CONTRACT COVERAGES**

#### **1.01. Recognition of the Union.**

(a) The Employer recognizes the Union as the exclusive collective bargaining representative for the Employer's employees employed at its facility as indicated in the first paragraph of this Agreement, and excluding any persons working for the Employer at any other facility, including those located in Clark County, Laughlin or Reno, Nevada or any subsequently acquired property not organized by the Union, working under the Union's jurisdiction and working in those job classifications listed in Exhibit 1, attached to and made a part of this Agreement. The Employer and the Union agree that all employees working in classifications listed in Exhibit 1 are properly within the bargaining unit. Any classification established by the Employer not listed in Exhibit 1, where all of the employees' duties are covered by this Agreement, shall be a part of this Agreement at a wage rate comparable to related job classifications.

(b) For clarification, "all employees" as used in Subsection 1.01(a) includes workers the Employer may obtain from a temporary labor source, employment agency or other source besides the Employer's own hiring process regardless of whether the workers are on the Employer's payroll or that of another entity and regardless of the job classifications or titles assigned to them by another entity, as long as they are performing work at the Employer's facility that is associated with the classifications listed in Exhibit 1. Temporary workers performing such bargaining unit work are covered by all of the terms and conditions of this Agreement. The Employer shall make contributions to benefit funds called for by this Agreement for all hours temporary workers perform such bargaining unit work. If temporary workers are not on the Employer's payroll, the Employer shall obtain and provide to the Union

the same information about such employees as it provides about its own employees pursuant to Section 4.03. The Employer shall also obtain the payroll and personnel records necessary to determine that any temporary workers are being paid in accordance with the terms of this Agreement and supply copies to the Union upon the Union's request. The Employer shall not enter into any arrangement with any source of temporary workers unless the Employer has the right under such arrangement to obtain and share with the Union the information described herein and shall terminate any arrangement for temporary workers as soon as it has the legal right to do so if the arrangement does not give the Employer the right to obtain and share with the Union the information described herein. The Employer shall provide to the Union copies of any and all contracts, agreements, purchase orders or other documents evidencing any arrangements existing as of the effective date of this Agreement under which the Employer may obtain temporary employees.

### **1.02. Open and Excluded Classifications.**

(a) The classifications set forth below are included in the bargaining unit, but their wage scales shall be open, and they shall be covered only by Articles 8, 11, 14, 15, 25 and 26 of this Agreement and, where applicable, those provisions dealing with gratuities. The provisions of Article 21 may be invoked as to persons employed in such classifications solely for the purpose of processing grievances limited to disputes or differences involving the meaning, interpretation, and/or application of the Articles specified above. This shall not preclude the Union from filing grievances under other Articles for claimed violations of its rights.

Banquet Captain  
Bell Captain

Head Butcher  
Head Bartender

Head Host Person

(b) Non-bargaining unit employees shall perform no bargaining unit work except such occasional work as is reasonably connected with or incidental to the proper and orderly conduct of the hotel operations they are supervising.

## **ARTICLE 2: HIRING OF EMPLOYEES**

### **2.01. Hiring Procedure.**

Whenever the employer finds it necessary to hire new employees for those classifications covered by the 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.

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 for available positions. The Union will give the applicants proof of registration. The Employer agrees 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 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 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.

#### **2.02. Employee Orientation.**

At their option the Employer shall give the Union the right to participate in the Employer's employee orientation process for new employees. Union representatives shall be allowed to either participate jointly or immediately subsequent to Employer representatives in giving new employees information about the Union, the collective bargaining agreement and the benefit programs under the agreement. In advance of each orientation meeting, the Employer shall provide the Union with a list of all new employees who will be involved in the orientation, including each employee's name, social security, job title, department and Article 10 category. The Employer will not make any negative references to the Union during the Employer's interviewing, hiring and orientation processes. The Employer shall not advise applicants or employees as to the need for or desirability of Union membership.

#### **2.03. 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.

### **ARTICLE 3: UNION SECURITY**

#### **3.01. 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 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 execution of this Agreement shall, on the 30<sup>th</sup> 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 30th day following the employee's first employment by the Employer in classifications covered herein, become and remain members of the Union throughout the period of their employment with the Employer.

#### **3.02. Effect of State Laws.**

Notwithstanding anything to the contrary therein, Section 3.01 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 3.01 becomes permissible by virtue of a change in applicable law, whether by legislative or judicial action, the provisions of Section 3.01 held valid shall immediately apply.

**3.03. Check-Off.**

The Check-Off Agreement and system heretofore entered into and established by the Employer and the Union for the check-off of Union dues by voluntary authorization, as set forth in Exhibit 2, attached to and made a part of this Agreement, shall be continued in effect for the term of this Agreement.

**3.04. Indemnification.**

The Union will indemnify and save the Employer harmless against any and all claims, demands or other forms of liability, which may arise out of, or by reason of, any action taken or not taken by the Employer, at the request of the Union, in accordance with the provisions of this Article.

**ARTICLE 4: UNION REPRESENTATIVES**

**4.01. Representatives.**

(a) Authorized representatives of the Union shall be permitted to visit the Employer's establishment for the purpose of communicating with employees and supervisors regarding Union business and collecting Union dues, assessments and initiation fees. 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 or Security and sign in and wear identification while on the premises of the Employer.

(b) Representatives of employees' benefit plans or voluntary benefit programs sponsored by the Union or Culinary Workers Union Local 226 or Bartenders Union Local 165 or of any financial institution owned by affiliates of the Union shall be permitted to visit the Employer's establishment for the purpose of educating bargaining unit employees about and enrolling them in the offerings of such plans, programs or financial institutions. Such visits may be limited by the Employer to a maximum of thirty (30) days in any calendar year which may but need not be continuous. The Union's designated representatives shall not interfere with the conduct of the Employer's business or with the performance of work by employees during their work hours. Such visits shall be scheduled with the Employer at least thirty (30) days in advance and shall take place in such non-working, non-public areas as the Union and the Employer may mutually agree, provided that any disagreement shall be resolved by arbitration pursuant to this Agreement under a standard of reasonable accommodation of the Employer's business needs with the Union's needs to communicate to employees about available benefits.

(c) The Employer shall establish a union bulletin board in a mutually agreed upon non-working area. The bulletin board shall be no smaller than five feet wide and four feet high and the bottom edge shall be no more than four feet above the floor. It shall be in a locked case to which only the Employer and the Union have access. Only the Union may post or remove materials on the bulletin board except ones which violate the conditions on use of the board. The maximum length of any posting shall be 30 days and the Union shall not post any document, picture, cartoon, or other image which in any way demeans, denigrates or disparages any business or person including but not limited to the employer, its products or services.

#### **4.02. Union Stewards.**

The Union may select trained Union Stewards from among the employees. Union Stewards may act as Union representatives, or may assist Union representatives in proceedings under Article 21 (Grievance and Arbitration), and the discussion with the Employer's designated representatives of questions or concerns 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 such 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 the 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 by Article 4 of this Agreement.

#### **4.03. Employee Information.**

To permit the Union to properly and efficiently carry out its responsibilities, the Employer shall provide the following information to the Union:

- (a) By the tenth (10<sup>th</sup>) day of each month, a list of all employees hired into the bargaining unit or transferred into the bargaining unit during the preceding month, including each employee's name, department, job title, home address, phone number, gender, status (fulltime, part time, etc.), date of hire, date of birth and ethnicity.
- (b) By the tenth (10<sup>th</sup>) day of each month, a list of all bargaining unit employees terminated, placed on leave of absence or transferred out of the bargaining unit, during the preceding month including each employee's name, the reason for such termination, leave of absence or transfer and the date(s) of such personnel transactions, and the expected date of return for leaves of absence.
- (c) The reports described in subsections (a) and (b) shall be sent to the Union by fax or mail or downloaded from the Company's FTP site by the Union or uploaded by the Company to the Union's FTP site or via email; after the Union has demonstrated to the Employer that the proper "PGP" security encryption measures exist in the Union's network.
- (d) The Employer shall furnish the Union with a quarterly list of all employees in the bargaining unit, including each employee's name, department, job title, home address, phone number, status (full time, part time, etc.) and date of hire, date of birth and ethnicity. Data regarding employee ethnicity will not be shared with any person, media or entity outside the Union and employee benefit funds. The Union agrees to sign a confidentiality form pertaining to the use of such data. This report shall be in an Excel spreadsheet or in a formatted text format, like .csv format, containing header information 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. Via e-mail transmission (See 4.03(c) above).
4. CDROM

## ARTICLE 5: SALARIES AND WAGES

### **5.01. Weekly Payment.**

Regular employees shall be paid weekly, provided that if the Employer's practice in the past has been to pay semi-monthly or bi-weekly it may continue to do so. Paychecks (other than for employees in "open" classifications) must show the number of hours paid for in that pay period, broken down by straight-time and overtime hours. Records on the source and dates of gratuities included on paychecks shall be made available to the employees on request.

### **5.02. Gratuities.**

All gratuities left by customers are the property of the employees exclusively, and no Employer or department heads not covered by this Agreement shall take any part of such gratuities or credit the same in any manner toward the payment of any employee's wages. Cash gratuities left by guests checking out of rooms shall be the property of Guest Room Attendants unless otherwise specified by the guest in writing. Except as provided otherwise in this Agreement, employees shall not be required to divide their gratuities with any other person(s), and they shall not be coerced or discriminated against to cause them to do so. The Employer shall not post or display notices restricting gratuities; provided, however, that where the Employer has special events, sales promotions or other functions where the price charged includes gratuities, the Employer may publish and distribute literature, brochures and tickets for same which contain a notice or statement that gratuities are included in such price, if such notice or statement specifies which classifications of employees receive the gratuities.

Gratuities, regardless of the amount, signed by a registered hotel guest on that guest's individual hotel checks, or by a registered hotel guest or other customer on the guest's individual credit card, shall be paid to the employee in cash either after the end of the shift or immediately prior to the commencement of the employee's next shift, provided that, in the case of gratuities signed on a hotel check, the employee must have followed the Employer's established and published procedure for verifying that the person who signed for the gratuity is a registered hotel guest and is not exceeding his/her established credit limit.

There shall be a gratuity of eighteen percent (18%) for all parties of eight (8) or more in all full service restaurants. Buffets shall retain their existing practice.

If a customer files a complaint regarding poor service from a Food Server, the guaranteed gratuity as stated above, shall be withheld. All complaints will be documented by management.

No employee shall solicit gratuities from other employees.

### **5.03. Terminated Employees.**

(a) Employees who are discharged shall be paid not later than during the next business day of the payroll office.

(b) N.R.S. Section 608.030 - Payment of employee who resigns or quits employment: Whenever an employee resigns or quits his or her employment, the wages and compensation earned and unpaid at the time of the employee's resignation or quitting must be paid no later than: 1) The day on which the employee would have regularly been paid the wages or compensation; or 2) Seven days after the employee resigns or quits, whichever is earlier.

### **5.04. Delinquencies.**

If the Employer becomes delinquent in the payment of wages or is operating in receivership by the Board of Trade or a creditors' committee, or in the case of liquidation or bankruptcy, all salaries accrued become due and must be paid at once. In such cases, the Union reserves the right at any time to demand and receive daily payment of wages to all employees, provided that by mutual agreement of the Employer and the Union such wages due may be deposited in an approved escrow.

### **5.05. Deductions and Donations.**

(a) No employee shall be required to subscribe to any form of insurance or to make contributions or suffer any deductions from wages without written authorization of such employee, except as may be required by law.

(b) There shall be no automatic cash deductions from an employee's wages for any cash shortage until after consultation with the employee and the responsibility for the shortage has been established by the Employer; provided, however, that prior to any such deductions the employee may have the Union review the case with the Employer. When any said deduction is permitted under the preceding sentence, then, in no event shall the deduction be delayed beyond the latter of five (5) days or the next paycheck due after the employee is notified of the intent to deduct. The Employer shall notify an employee in writing immediately after its determination that a cash shortage exists for which it intends to deduct the shortage from the employee in accordance with the preceding sentence unless the matter is otherwise resolved.

(c) So long as Food Servers observe the Employer's published procedure governing walkouts, there will be no automatic cash deductions from employees' wages pending an investigation.

### **5.06. Superior Workmen.**

The wage scales in this Agreement are minimum scales and do not prohibit the Employer from paying higher wages. It is specifically agreed that employees compensated at said higher wage rates may be returned to the scales published herein at the sole discretion of the Employer. Employees paid Superior Workmen rates shall have their wages increased by amounts of not less than the increases in the minimum wage scales as specified in Exhibit 1, attached to and made part of this Agreement, for the classifications in which they are employed.

### **5.07. Combination Jobs.**

(a) When an employee works in two (2) or more classifications in any day, he/she shall be paid for that day at the rate of pay for the highest classification, provided that this shall not apply in cases of relief for meal and rest periods.

(b) The Employer shall have the right to discuss with the Union, during the term of this Agreement, combining job classifications and the Union agrees to discuss and consider any job classification combinations proposed by the Employer.

### **5.08. Equal Pay.**

The wage scales set forth in Exhibit 1 shall apply equally to male and female employees covered by this Agreement.

## **ARTICLE 6: DISCIPLINE**

### **6.01. Cause for Discharge.**

(a) No regular employee or steady extra, after having completed the probationary period under Section 20.01, shall be discharged except for just cause except as provided for in 10.07(a). Prior to any discharge for reasons other than dishonesty, willful misconduct, drunkenness, drinking on the job, being under the influence of a controlled substance on duty, unlawful possession of a controlled substance, 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 in accordance with the provisions of Section 6.01(b) of this Agreement, serious improper behavior or courtesy toward a customer or guest, insubordination, failure to report for work without just cause, or walking off the job during a shift, such an employee must be given a written warning and a reasonable opportunity to correct the deficiency. 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. Upon the discharge or suspension of any employee for reasons other than dishonesty, the reason therefore shall be given to the employee in writing, and a legible copy thereof shall be mailed or given to the Union within seventy-two (72) hours after the discharge or suspension. 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 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 discharge or suspension of the Employee. A statement based on a complaint that first appeared on a social media site, e.g., YELP, Trip Advisor, etc., where the guest identifies the employee by name or the company has sufficient information from the social media post and the guest to clearly identify the employee using the Employer systems and/or records, and where the Employer had sufficient information to allow it to contact the guest to verify the guest's identity may be handled the same way as a written guest complaint. For these types of complaints, copy of the social media post, the resulting guest statement, and the user name associated with the post will be provided with the guest contact

information, including email address. 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 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, or if there is evidence that an employee has directly and actively contributed to an accident that causes property damage or personal injury to the employee or to any other person, such as unusual conduct or a pattern of injuries, 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 foregoing provision shall not be interpreted to require consent to post-accident testing if, at the time consent is requested, circumstances known to management establish that the accident was caused solely by a reason unrelated to the employee being under the influence.

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 *gc/ms blood* test result for a controlled substance provides an absolute presumption that an employee *is* under the influence of the identified controlled substance.

(c) Employees with less than two (2) years' service, and Bell Captains regardless of years of service, may be offered by the Company, no later than thirty (30) days following Employer's receipt of the Union's demand for arbitration, 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 notwithstanding the provisions of Section 21.03(3) and (2).

#### **6.02. 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. A legible copy of any written warning notice issued to employees shall be mailed or given to the Union within seventy-two (72) hours after its issuance by the Employer. 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, user names or screen names and mailing addresses or email 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.

#### **6.03. Time of Discharge.**

Except as provided in Section 7.02, no employee shall be discharged on his/her day off or while on vacation or leave of absence.

#### **6.04. Final Written Warning.**

No employee shall be given a final written warning or laid off or have his/her shift, station or days off changed for discriminatory reasons, or for disciplinary purposes unless a prior written warning has been given to the employee except where the final written warning is for one of the enumerated causes for discharge. An employee may not be given a final written warning solely on the basis of verbal complaints by customers. Final written warnings 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.

#### **6.05. Disciplinary Suspension.**

Suspensions 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. Any suspension, including a suspension pending investigation, is disciplinary and may be grieved under Article 21 unless it is (a) for the purpose of active investigation of the employee's conduct based on reasonable suspicion of conduct warranting termination or suspension without prior warning as defined in Section 6.01(a), and (b) for less than two weeks (or, if longer, while the Employer waits for the results of drug or alcohol testing or the employee is subject to ongoing criminal-law proceedings for an alleged violent or sex crime).

#### **6.06. 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 21 - Grievance and Arbitration and an Arbitrator overrules the discharge. In any dispute over the amount of back pay due to an employee under an arbitration award, the Arbitrator 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.

#### **6.07. Language of Notices or Meetings.**

If an Employee indicates to the management or Human Resource representative who is issuing or distributing a disciplinary notice or who is conducting an investigatory interview or meeting which may result in discipline to the employee that he/she does not fully understand the language of the notice or communication, the Employer will provide a translator within a reasonable

period of time to read the notice and/or translate the contents of the meeting or interview in the language in which the employee is most fluent.

## **ARTICLE 7: REPORTING PAY**

### **7.01. Reasons for Payment.**

When the Employer or its representative orders an employee to report for work, or fails to notify an employee not to report for work as previously scheduled, for any reason, and said employee is not allowed to work, the Employer shall pay the employee at the employee's regular rate of pay for the employees' scheduled shift, provided, however, that where an employee is sent home after commencing work because the Employer cannot present scheduled entertainment due to bona fide illness or disability of the entertainer or entertainers to perform, the employee shall be paid for the hours actually worked or four (4) hours, whichever is greater.

### **7.02. Discharged Employees.**

Employees who are discharged must be notified not later than the end of their shift, except in cases of discharge for dishonesty discovered by the Employer after the end of the shift. If this is not done and the employee reports for work on his/her next regularly scheduled shift and is not allowed to work, the employee shall be paid for the scheduled shift.

### **7.03. Early Shift Release.**

Employees shall not be required by the Employer to leave work before the end of a scheduled shift on which the employees have commenced work, subject to the provisions of Section 7.01; provided that this Section shall not be construed to prohibit an employee, with the Employer's approval, from voluntarily leaving work early if the employee so desires and being paid only for the time actually worked on the shift.

## **ARTICLE 8: DISCRIMINATION AND LIE DETECTOR TESTS**

### **8.01. Prohibited Discrimination.**

(a) 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 or opportunities for employment because of race, color, religion, sex, age, national origin, disability, or sexual orientation.

(b) While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their choice amongst themselves, so long as such conversations are conducted in manner that is respectful of guests and employees, and does not impact guest service or interfere with the conduct of business.

**8.02. Lie Detector Tests Prohibited.**

- (a) No employee shall be required or requested by the Employer to take a lie detector test.
- (b) The parties agree that applicants for positions other than those for which individual bondable status is required under Section 8.04 shall not be given lie detector tests.

**8.03. Confessions or Statements.**

No employee shall be required, requested or coerced by the Employer or by any employee of the Employer to resign, or to sign a confession or statement concerning his/her conduct unless a Union representative is first given an opportunity to be present.

**8.04. Bondable Status.**

In accordance with the present practice as it exists with this Employer, employees who regularly, in the course of their employment, are required to handle money or negotiable instruments may be required to maintain bondable status as a condition of employment.

**8.05. Sexual Harassment.**

- (a) All employees have the right to work in an environment free from harassment, including sexual harassment, and discrimination.
- (b) It is agreed between the parties that there is an obligation and desire to eliminate any and all sexual harassment in the workplace. This obligation applies equally to the Employer, the Union and all employees.
- (c) The Employer shall thoroughly and promptly investigated all complaints of harassment or discrimination and shall inform the employee making the complaint when the investigation has concluded and that the complaint has been addressed. Further the Employer shall communicate the same information to the Union upon written request. Alleged failure or refusal to conduct an investigation by the Employer to deal with a harassment or discrimination complaint may be the subject of a grievance pursuant to this Agreement.
- (d) The Employer, the Union and all employees shall not retaliate against any employee who makes a good faith report of sexual harassment or who participates as a witness in a sexual harassment investigation. Such retaliation may be the subject of a grievance pursuant to this Agreement.
- (e) The Employer will continue to take reasonable steps to eliminate sexual harassment in the workplace whether from supervisors, coworkers, customers, vendors or other third parties doing business with the Employer. All employees and supervisors will be trained initially in orientation and a refresher will be conducted on an annual basis. The Employer upon written request will provide the training schedule to the Union. At a minimum such trainings will include samples of workplace interactions that could constitute harassment, a copy of the Employer's policy and a guideline on how to report such concerns to an employee's immediate supervisor, department head, Human Resources and/or Ethics and Compliance Hotline.

(f) The Employer agrees to include questions about sexual harassment in any annual workplace climate survey and to share the results of that survey with the Union.

(g) Employer agrees to post a summary of policies and procedures regarding sexual harassment on a bulletin board that is readily available to all employees.

## **ARTICLE 9: WORK SHIFTS, WORKWEEK AND OVERTIME**

### **9.01. Shift and Weekly Overtime.**

(a) For the purposes of computing overtime only, eight (8) hours shall constitute a full shift based on a five (5)-day workweek; ten (10) hours shall constitute a full shift, based on a four (4) day workweek; and six (6) hours or less shall constitute a short shift. All work performed in excess of eight (8) hours or ten (10) hours, if applicable on one (1) workday, or in excess of forty (40) hours in a week shall constitute overtime and shall be paid for at time and one-half (1-½X) the employee's straight time hourly rate of pay. Work performed on an employee's sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive days of work shall be paid for at time and one-half (1-½X) and two and one-half times (2-½X) the employee's straight-time hourly rate of pay respectively. Overtime shall not be paid under this Section for more than one reason for the same hours worked. Holidays not worked and paid for at straight time under Section 12.02(a) of this Agreement shall count as a shift for the purposes of Section 9.03(a). Employees absent for personal reasons on any one or more of their first five (5) scheduled days of work in their workweek may work at the Employer's request on a scheduled day off in the same workweek at straight-time.

Ten (10)-hour shifts may be scheduled for employees in all classifications, except for Cooks and Miscellaneous Kitchen Help and Housekeeping classifications, who may voluntarily agree to be scheduled for ten (10) hour shifts. All work performed by an employee with a ten (10) hour shift on that employee's fifth (5<sup>th</sup>) consecutive day of work will be paid at time and one-half (1-½X), on that employee's sixth (6<sup>th</sup>) consecutive day of work will be paid at two times (2X), and on that employee's seventh (7<sup>th</sup>) consecutive day of work will be paid at two and one-half (2-½X) the employee's straight-time hourly rate of pay respectively.

(b) The workweek for steady extras shall coincide with the Employer's workweek. If a steady extra works more than forty (40) hours in a workweek or more than eight (8) hours in a shift, overtime will be paid at the appropriate overtime rate. Also, if a steady extra employee works a consecutive sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day from one workweek into the next, overtime shall be paid for such sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive days as provided for above.

### **9.02. Days Off.**

Days off shall be consecutive, and an employee who works on a scheduled day off shall be paid in accordance with Section 9.01. Employees shall not be required to work on their scheduled days off.

**9.03. Guaranteed Work.**

(a) Regular and relief employees who are scheduled and report for work at the beginning of their workweek shall be guaranteed pay for the following number of shifts for which they are scheduled in that workweek.

- (b) 1. Not less than four (4) or five (5) full shifts as defined in Section 9.01 for:

COOKS AND MISCELLANEOUS KITCHEN HELP CLASSIFICATIONS except Dishwashers for banquets and private parties;

DINING ROOM CLASSIFICATIONS except Showroom Captain, Host Person, all Server classifications, all Bus Person classifications, all Cashier and Checker classifications;

CASINO CLASSIFICATIONS (Booth Cashiers, Change Persons, Carousel Attendants);

HOUSEKEEPING CLASSIFICATIONS;

BAR CLASSIFICATIONS except Banquet Bartenders and BARTENDERS serving hospitalities, cocktail parties and bars for Specialty/Gourmet Rooms where the room is only open four (4) days per week, Showroom Service Bartender for a showroom where there is only one (1) show per night;

BELL DESK CLASSIFICATIONS except for Baggage Handlers.

2. a) Not less than four (4) or five (5) full or short shifts as defined in Section 9.01 for Host Persons, all Cashier and Checker classifications, Baggage Handlers, for all Food and Cocktail Server classifications except Showroom Servers and Specialty/Gourmet Room Food and Cocktail Server assigned to such rooms where the room is open only four (4) days, and for all Bus Person classifications except Showroom Bus Persons and Specialty/Gourmet Room Bus Persons when the room is open only four (4) days.

b) Not less than four (4) or five (5) full or short shifts (of six (6) hours) for Cocktail Servers, excluding Cocktail Servers (Showroom).

3. Not less than four (4) shifts of at least six (6) hours for Showroom Servers, Showroom Bus Persons. Not less than four (4) shifts of at least six (6) hours for Specialty/Gourmet Room Food Servers and Bus Persons where the room is only open four (4) days per week assigned to such rooms. Not less than four (4) shifts of at least six (6) hours for Showroom Captains. Not less than four (4) shifts of eight (8) hours for Specialty/Gourmet Room Bartenders where the room is only open four (4) days per week. Where there is only one (1) show per night, then the guarantee will be five (5) shifts of at least six (6) hours for Showroom Service Bartenders. Available work in excess of twenty-four (24) hours per week in the showroom shall be distributed equitably among Showroom Servers, Showroom Bus Persons, and Showroom Captains.

4. Not less than four (4) or six (6) hours per shift for Turndown Attendant.

(c) However notwithstanding the above provisions, the weekly guarantee shall not apply to the following situations:

1. The first week of employment including the first week of active employment on return from absence from work or layoff.

2. The week in which an employee begins his/her vacation or other absence from the job if said vacation or absence does not begin at the end of the employee's scheduled workweek.

3. The week in which an employee ends his/her vacation or other absence from the job if the employee does not return to work at the beginning of his/her scheduled workweek.

4. Shift changes brought about by senior employees bidding in accordance with Section 20.04.

5. The first and last week of employment for employees hired to provide relief for vacations or other absences from the job.

6. Where the Employer, Union and the employee have mutually agreed that the employee would be scheduled for and work less than the contractually provided for workweek and/or shift.

7. When the Employer's establishment or any part thereof is closed as a result of an Act of God, mechanical failure, fire or failure of an entertainer to perform.

8. When the Employer closes any part of its establishment for any reasons other than those stated in paragraph 7 and notice thereof is given to affected employees at least two (2) weeks in advance.

(d) Employees called to work on their sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive days in a workweek or on any of the holidays listed in Section 12.01 shall be guaranteed a full or short shift on such days, depending on whether they are regularly assigned to a full or short shift, at the applicable rate of pay.

#### **9.04. Single Shift.**

No employee shall be required to work more than one (1) shift in any one (1) calendar day. This shall not prohibit the performance of overtime work consecutive with the employee's regular shift; provided that if an employee works more than four (4) hours of such overtime, all overtime in excess of four (4) hours shall be paid for at double (2X) the employee's straight-time rate. Except for relief employees and emergencies, all regular employees shall be allowed a minimum of fourteen (14) hours off duty between the end of one (1) shift and the commencement of the next shift. Relief employees shall be allowed at least eight (8) hours off duty. Except in

emergencies, the voluntary return to work of Baggage Handlers, Bellhops or Convention Porters, or in the case of other Porters, (where the employee and the Union agree), or when an employee's shift schedule is changed or the employee is transferred to a different shift under Section 20.04(b), all work performed by a regular employee within fourteen (14) hours from the end of the employee's last shift shall be paid at the rate of time and one-half (1-½X) the employee's straight-time hourly rate of pay. All work performed by relief employees, Baggage Handlers, Bellhops and all Porter classifications within eight (8) hours from the end of the employee's last shift shall be paid at the rate of time and one-half (1-½X) the employee's straight-time hourly rate of pay.

#### **9.05. Split Shift.**

Split shifts shall be allowed only for Food Servers, Bus Persons and Valets. The split shift shall be eight (8) hours within eleven (11) hours, with one (1) split. Any employee working a split shift shall receive Two Dollars (\$2.00) per shift in addition to the regular rate of pay. Notwithstanding the foregoing, split shifts shall be allowed for all job classifications when mutually agreed upon between the employee and the Employer with no premium pay. When an employee who has voluntarily agreed with the Employer for such a split shift vacates the position, the position shall be restored to a straight shift if it was a straight shift before. The Employer will post the availability of this option for employee's notification.

#### **9.06. Posting.**

The Employer shall post each week, in a conspicuous place in each department available to Union representatives, a work schedule showing the classification, first and last name, and classification date and house seniority date of each employee, and specifying days off and starting and finishing time. When employees not originally scheduled to work during any week are later called into work during that week, their classifications, names, and house seniority date shall be added to the posted work schedule not later than the end of the first shift they worked. The classification and house seniority date listing may be posted on a sheet separate from the work schedule.

Showroom work schedules shall remain posted for four (4) consecutive weeks. At least seventy-two (72) hours' notice must be given to employees whose scheduled days off are to be changed. An employee whose shift starting time is to be changed for the employee's next scheduled shift must be so notified in person before leaving work on his/her prior shift. No regular employee shall be required to call in or stand by for calls. Employees not listed on or added to a current schedule under the provisions of this Section shall be paid at time and one-half (1-½X) their straight-time hourly rate of pay for all work performed while they are not on the schedule. Shifts may not be rotated.

### **ARTICLE 10: RELIEF, STEADY EXTRA AND EXTRA EMPLOYEES**

#### **10.01. Regular Employee.**

A regular employee is an employee carried on the Employer's regular payroll who has been hired to work not less than the number of full or short shifts guaranteed for the employee's particular classification under Section 9.03 hereof.

#### **10.02. Relief Employee.**

A relief employee is a regular full-time employee who usually, but not always, works varied shifts to relieve other regular employees on the latter's day(s) off. Relief employees shall be covered by all the provisions of this Agreement.

#### **10.03. Extra Employee.**

An extra employee, as distinguished from a steady extra, is a temporary or part-time employee who is hired for pre-designated shifts (which pre-designated shifts shall be communicated to the hiring hall) to perform work in addition to or as vacation or temporary absence replacement for regular and relief employees already employed by the Employer. The pre-designated 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 6, 11, 13 and 20, nor by Section 9.03, 12.02(a), 16.19, and 24.02.

#### **10.04. Steady Extra Employee.**

A steady extra employee is a temporary or part-time employee assigned to the Extra Board who is carried on the Employer's regular payroll and who may be called by the Employer to perform work in addition to, or as vacation or temporary absence replacement for regular employees. However, steady extra employees are not intended to be used in lieu of scheduling regular employees where business justifies regular employees.

#### **10.05. Extra Work Premium.**

A steady extra or an extra employee who works less than five (5) shifts in a workweek shall be paid Three Dollars (\$3.00) per full shift, or One Dollar and Fifty Cents (\$1.50) per short shift in addition to the employee's regular shift wage for each shift worked, provided that the employee works all shifts offered in that workweek.

#### **10.06. Steady Extra Board.**

The Employer shall have the right to establish a Steady Extra Board consisting of steady extra employees who, in the first instance, must have been referred to the Employer in accordance with the provisions of Article 2 of this Agreement but who, thereafter, may be called to work by the Employer as needed.

The number of steady extra employees who may be carried on the Employer's Steady Extra Board shall not exceed one (1) or ten percent (10%) of all tipped classifications, whichever is greater, or one (1) or five percent (5%) of all non-tipped classifications, whichever is greater.

The Employer shall provide the Union with a list of extra and steady extra employees and shall update the list quarterly. For purposes of computing the percentages of steady extra employees to be utilized, an employee who has worked both as a regular employee and a steady extra employee in the same quarter shall not be counted.

#### **10.07. Conditions Applicable to Steady Extra Board Personnel.**

(a) Employees carried on the Steady Extra Board shall be covered by all the terms of this Agreement, except that the following provisions shall not be applicable to such employees: Section 9.03, 12.02(a), 13.01(h) and Article 20, provided further that a steady extra employee

shall be covered by Article 6 after the employee has completed forty (40) shifts of work after his/her most recent date of hire by the Employer. Article 21 shall not be applicable to claims asserted under the above specified provisions of the Agreement. Vacation pay under Article 11 after one (1) year of service shall be prorated on the basis of time actually worked for the Employer by such employees. In addition to the provisions of Article 6, an employee on the Steady Extra Board may be terminated without recourse to Article 21 because the employee fails, refuses, or is unavailable to work more than twenty-five percent (25%) of the shifts made available to him/her in any sixty (60) day period.

Except as provided in Section 20.03, and provided they are otherwise qualified to perform satisfactorily the work to be done, Steady Extra Board employees shall be offered a choice of all steady extra work in the order of their seniority amongst themselves before extra employees are hired. The Employer shall solely determine the frequency at which available work is offered, and nothing herein shall require the Employer to redistribute additional work already offered and accepted.

(b) The Employer shall offer to steady extra employees in a classification, in accordance with their steady extra classification seniority, the first two (2) out of every three (3) permanent vacancies in that classification, after regular employees in that classification have exhausted their rights under Section 20.04(b). Every third (3<sup>rd</sup>) such vacancy shall be filled by promotion as provided in Section 20.04(a).

Steady Extra employees will have the same rights as other employees to bid for promotions using house seniority from original date of hire (20.04[a]).

Steady Extra Board employees who become regular or relief employees shall not be required to serve a new probationary period provided that the transfer is within the same classification.

If a Steady Extra becomes a regular or relief employee, their classification seniority shall date from most recent date of transfer into their present classification on a full-time basis, and house seniority shall date from original date of hire.

(c) Extras who work forty (40) shifts in the same classification for one (1) employer in any twelve (12) month period, shall at that time either become a Steady Extra, in that classification, if there is a Steady Extra position available at that time, within the contractual limitations on the number of Steady Extras or if not be offered the next available Steady Extra position in that classification, and in the meantime may continue to work as an Extra.

An Extra who becomes a Steady Extra under this provision shall not be required to serve a second probationary period.

If an Extra refuses an available Steady Extra position, they shall lose their rights to that position, but may earn a new right by working an additional forty (40) shifts, as defined in paragraph one of Section 10.07(c). However, they may continue to work as an Extra. These rights do not apply to banquet extras.

(d) The Employer shall offer Steady Extra Bartenders covering shifts in Showrooms and Fine Dining restaurants only, six (6), eight (8) and ten (10) hour shifts.

(e) The Employer may offer Steady Extra Bartenders and Apprentice Bartenders shifts of six (6), eight (8) or ten (10) hours on the following days:

- (i) Triple Crown Horse Race Days (three)
- (ii) New Year's Eve
- (iii) The first four (4) days of week one of March Madness
- (iv) NFL Championship games (two)
- (v) Super Bowl

#### **10.08. Seasonal Pool Positions.**

This Section applies only to Bartenders, Apprentice Bartenders and Cocktail Servers working at the pool.

(a) At the end of each pool season, all current external seasonal employees shall be terminated but may re-apply for the following Pool Season or any openings that the Employer may have at the time the Pool Season ends. A seasonal pool Employee is a Cocktail Server, a Bartender or Apprentice Bartender hired temporarily to work in the Employer's pool beverage area at any time from the opening of the pool season to the closing of the pool season.

1. Prior to the opening of the 2019 "pool season", the Employer shall post bid sheets for all openings at the Pool for Bartenders, Apprentice Bartenders and Cocktail Servers. Those classifications who work at the Pool will be classified as "Pool Bartenders". "Pool Apprentice Bartenders" and "Pool Cocktail Servers" (collectively "Pool Classifications") and shall be covered by all applicable provisions of the Agreement. Employees in Pool Classifications will work at the Pool each Pool season. The "pool season" will be determined by the Employer in its sole discretion, the duration of which may be subject to weather conditions and/or business levels. The Employer will offer all shifts to Pool Classifications in classification seniority order for all "pool seasons". Any vacated or new Pool positions within the Pool Classifications will be posted for bid pursuant to paragraph 5 of this Section and the Agreement. Any employee currently in a Pool Classification who returns to the Pool in the 2019 Pool Season shall maintain their seniority from the 2018 Pool Season.

2. Upon ratification of the Agreement and for the initial hiring/bid process, the Pool Classifications shall be placed on the bottom of the Steady Extra board, in accordance with their House seniority.

3. Each pool season thereafter, all Pool Classifications shall return to the Pool for the duration of the Pool season. At the end of each Pool season, all Pool Classifications shall then return to the Steady Extra board with the same seniority they had immediately prior to the pool season.

4. At the conclusion of each pool season, Pool Classifications shall have the option to place themselves on the "unavailable for work" list during the entire non-pool season. Such designation shall be made in writing. However, Pool Classifications must be available to work on New Year's Eve, Super Bowl Weekend, and during March Madness (if applicable due to weather conditions and the formal opening of the pool). Except in cases of emergency, if an employee in a Pool Classification is not available to work New Year's Eve, Super Bowl Weekend and during March Madness, that employee shall not retain Pool Classification seniority. Employees must provide proof of emergency. Pool Classifications are not permitted to take vacation time during the Pool season (except in cases of an emergency, at the discretion of management approval) but may take a floating holiday. Employees must provide proof of emergency.

5. Pool positions will be bid out and awarded in order of current classification seniority as follows:

- a. Full-time employees in the same classification
- b. Steady Extra employees in the same classification
- c. Any remaining positions will be filled through promotional bids. For Bartenders, the internal candidate must have passed the Bartenders Craft exam.
- d. Any remaining positions shall be filled through external hiring, including transfers from other Caesars' properties.

(b) In the event the Employer relinquishes operations of the Pool to a third party, employees shall have fourteen (14) days to decide whether to apply to work for the third party operator or continue to work for the Employer on the Steady Extra board in their corresponding classification.

(c) All seasonal pool Cocktail Servers shall be rotated on a daily basis. Seasonal Cocktail Servers may be scheduled for six (6) or eight (8) hour shifts.

(d) Pool Classification employees shall not count toward the percentage of Steady Extras allowed under Section 10.06.

#### **10.09. Staffing for Casual and Quick Serve Venues.**

During the term of this Agreement, the Employer may implement the conditions set forth in this Section. This entire Section 10.09 applies to Quick Serve Dining, Casual Dining, In-Room Dining and Buffet venues (these venues will be described hereafter as "Casual and Quick Serve Venues"). The venues included are listed in Section (d), which may be amended from time to time to add venues as provided below in Section (e).

(a) A committee composed of Union and Employer representatives shall develop a joint program to inform bargaining unit employees and managers about the provisions relative to

Casual and Quick Serve venues, including recall rights, and then to monitor the implementation of this Section to address any issues that arise during and after implementation.

(b) Recall rights for employees laid off from Casual and Quick Serve venues.

1. The Employer shall recall any employee who was laid off on or after January 1, 2010, as a result of the elimination of shifts, reduction of hours or closing of any food and beverage outlet identified in Section (d) (a "Laid-Off Employee") to the same outlet from which the employee was laid off if, prior to October 1, 2015, the Employer (a) restores shifts, expands hours of operation, or reopens the outlet; and (b) adds additional staff. Provided, however, that for the purposes of this Section only, in the event a closed outlet reopens as a new outlet, Laid-Off Employees are only eligible for recall if the new outlet is similar in operations and in style of service to the prior outlet. For example, a casual dining outlet that reopens as a fine dining outlet would not be considered similar in operations or style of service. The parties shall agree upon a list of Laid-Off Employees eligible for these extended recall rights (the "Extended Recall Rights List") which shall be attached hereto as Exhibit A. Any employee who should have been on the Extended Recall List but was left off accidentally shall be added to the list for future job opportunities by mutual agreement of the parties. However, anyone added to the list pursuant to this Section shall not be entitled to any compensation for any act or omission resulting from not being on the list previously (i.e. back pay, back benefits or benefit fund contributions), shall have any right to displace any recalled or working employee, and the Union will not process any grievance relating to an employee being left off the list.
2. The Employer shall send a recall notice via certified mail, return receipt requested, to each eligible Laid-Off Employee in the affected outlet to the employee's last known address or alternative address supplied by the Union (if any) no fewer than forty-five (45) days before posting available positions, or as soon as practicable thereafter, once staffing needs are determined. The Employer shall simultaneously give copies of all recall notices to the Union. A Laid-Off Employee must respond to a recall notice within fourteen (14) days of the date the recall notice was mailed to the employee in order to be entitled to recall. Any Laid-Off Employee who fails to respond as directed in the recall notice within fourteen (14) days, or who declines to be recalled, shall be permanently removed from the Extended Recall Rights List and his/her seniority and continuous service terminated.
3. Laid-Off Employees shall only be recalled to openings in the same classifications they held in the outlet at the time of layoff, in order of classification seniority and with priority over all other applicants, internal or external. After Laid-Off Employees in each classification have accepted recall to their classifications, if there are fewer available positions in a classification than there are Laid-Off Employees who accepted recall, such employees may apply for open, available bargaining unit positions in the outlet. The Employer shall select any Laid-Off Employees in order of house seniority who apply for said vacancies ahead of all other internal or external applicants, provided they are qualified to do the work at the time the vacancy exists.

4. Laid-Off Employees recalled pursuant to this section shall be reinstated with their corporate (continuous service for vacation purposes), house and classification seniority intact as of the date they were laid off.

5. If an outlet identified in Section (d) reopens and such outlet is operated by a third party, any person recalled pursuant to this subsection shall count towards the requirement in Section 20.09 that 70% of the positions be hired through bidding by existing bargaining unit employees, and further, may be subject to the other provisions of Section 20.09, including but not limited to the training and testing provisions. To the extent provisions in this subsection (h) conflict with Section 20.09, Section 20.09 shall control.

(c) The wage rates for employees hired on or after the date of ratification of this collective bargaining agreement (this section does not apply to recalled employees) in the following classifications in the venues listed in Paragraph (d) shall be:

	Hourly Wage	
	Present Rate	New Rate
Broiler Cook	20.686	21.342
Fry Cook	20.436	21.092
Cook	20.436	21.092
Cook's Helper	19.186	19.842
Head Host Person	19.686	20.342
Host Person	19.186	19.842
Food Server/IRD Server	12.717	13.045
Food Server VIP	12.967	13.295
Bus Person/IRD Bus Person	12.967	13.295
Cashier	19.436	20.092
Dispatcher	18.686	19.342
Snack Bar Attendant	14.717	15.045
Fountain Worker	14.717	15.045

(d) The following venues shall be covered by this Section:

**In-Room Dining**

**Casual Dining:**

Sidewalk Café  
Tequila Bar & Grill  
Burger Brasserie

**Quick Serve:**

Nosh  
Java Coast  
Poo, Snack Bar

(e) The Employer and the Union may mutually agree to extend the terms of this Section to any previously closed venues that are reopened after October 1, 2015, to newly opened venues, to restaurants other than buffets or coffee shops, or all or any combination of these.

## ARTICLE 11: VACATIONS

### **11.01. Amount of Vacation.**

After one (1) year of continuous service, without a break in employment, with the Employer, and on each annual anniversary date thereafter of this continuous employment with such Employer, an employee shall become entitled to a paid vacation in accordance with the following schedule:

<u>Years of Continuous Service With the Employer</u>	<u>Amount of Paid Vacation</u>
1 year	1 week
2 years	2 weeks
6 years	3 weeks
12 years	4 weeks

### **11.02. Break in Employment.**

A change in ownership of the Employer shall not break an employee's continuity of service for the purpose of vacation eligibility. Except as provided otherwise in Section 20.05, time absent from work while on authorized leave of absence or while on layoff shall not break an employee's continuity of service. Neither time absent from work while on authorized leave of absence nor while on layoff shall change an employee's anniversary date. Time absent from work while on authorized leave of absence or while on layoff shall be counted as months and years of continuous service in computing the number of weeks of paid vacation due and for all purposes of vacation eligibility. Provided, however, that the amount of paid vacation due an employee in a particular anniversary year will be reduced on a pro rata basis to reflect any time absent from work while on authorized leave of absence or while on layoff in excess of a total of thirty (30) days during the twelve (12) months immediately preceding the employee's anniversary date.

### **11.03. Time of Taking Vacation.**

Vacations are due on the employee's anniversary date of employment as set forth above and shall be granted at such time if the employee makes a written request therefore at least sixty (60) days prior to the employee's requested vacation date. The Employer shall provide the employee notice of approval or denial within fifteen (15) days of receipt of written request for vacation. If the Employer fails to respond in this time period, the requested vacation time will be automatically granted. If an employee does not so request his/her vacation, the Employer may assign the vacation for a period within three (3) months of the employee's anniversary date of employment; and under such circumstances the employee shall be given at least thirty (30) days' advance notice by the Employer of the vacation period. The sixty (60) day notice shall not apply to requests of vacation of less than five (5) days. Showroom employees shall have the option of taking their vacations when the showroom is closed for remodeling or renovation. Preference for vacation periods shall be based on the seniority of the employees entitled to vacations, provided

that the Employer shall have the right to schedule vacations of employees requesting the same vacation period so as not to interfere with efficient operations of the hotel.

An employee entitled to two (2) or more weeks of vacation may split his/her vacation time into segments of one (1) week each.

An employee must take all vacation time before the end of the anniversary year following the anniversary year in which the vacation is earned. Upon their request, employees in classifications covered by the IRS tip compliance program, and Banquet employees, regardless whether an individual employee participates in the program, shall be paid vacation pay in lieu of actual vacation time taken for accrued vacation in excess of two weeks.

**11.04. Vacation Pay.**

(a) Vacations must be taken as paid time off, and no employee shall be allowed to work for the Employer during his/her vacation. Vacation pay shall be computed on the basis of the employee's current rate of pay, or at the rate of pay of the classification in which the employee worked the majority of his/her preceding anniversary year, whichever is greater; provided, however, that if an employee is regularly scheduled to work in two (2) or more classifications with different rates of pay, the employee's vacation pay shall be computed on a prorated basis based on the respective periods of time that the employee worked in the different classifications in his/her preceding anniversary year. Vacation pay shall be paid by separate check immediately prior to the commencement of the employee's vacation. If any holidays specified in Section 12.01 occur during an employee's vacation, the employee shall receive an additional day's pay for each such holiday. Vacation pay shall be paid only at the time of vacation. At an employee's request, pro rata vacation pay shall be paid at the time of the layoff, provided the employee is entitled to at least five (5) days' vacation pay.

As used in this section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. Hours counted for this purpose do not include temporary layoffs, authorized leaves of absence or early outs.

Employees may request vacation time in increments of one (1) day at a time. Vacation pay shall continue to be paid by separate check immediately prior to the commencement of vacation. However, in the case of vacation time taken on a per diem basis, vacation pay, for up to and including four (4) consecutive days taken, shall be paid on the next regularly scheduled date, for the payroll cycle in question.

(b) Vacation pay for employees working short shifts shall be computed as follows:

1. Employees who are regularly scheduled to work a short shift of four (4) hours per day shall be paid a vacation based upon four (4) hours pay per day.
2. Employees who are regularly scheduled to work a short shift of six (6) hours per day shall be paid a vacation based upon six (6) hours pay per day.
3. Employees who are regularly scheduled to work four (4) and six (6) hour short shifts interchangeably shall be paid a vacation based upon six (6) hours' pay per day.

4. Employees who are regularly scheduled to work four (4) and eight (8) hour shifts interchangeably, of four (4), six (6) and eight (8) hour shifts interchangeably, shall be paid a vacation based upon eight (8) hours' pay per day.

5. Employees who are regularly scheduled six (6) and eight (8) hour shifts interchangeably, shall be paid a vacation based upon eight (8) hours' pay per day.

#### **11.05. Prorated Vacations.**

For an employee having at least one (1), but less than five (5) years of continuous service at the time of termination, the prorated amount of vacation pay shall be one-sixth (1/6) of a week's vacation pay for each one (1) month of service since the employee's last previous anniversary date of employment. For an employee having at least five (5), but less than eleven (11) years of continuous service at the time of termination, prorated amount of vacation pay shall be one-fourth (1/4) of a week's vacation pay for each one (1) month of service since the employee's last previous anniversary date of employment. For an employee having eleven (11) years or more of continuous service at the time of termination, the prorated amount of vacation pay shall be one-third (1/3) of a week's vacation pay for each one (1) month of service since the employee's last previous anniversary date of employment.

### **ARTICLE 12: HOLIDAYS**

#### **12.01. Recognized Holidays.**

The following days shall be recognized as holidays under this Agreement:

Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>

In lieu of New Year's Day and Veterans' day, two (2) floating holidays are to be selected by the employee subject to management approval and in accord with Section 12.04.

Martin Luther King's birthday can be used as a preferential floating holiday if the employee notifies the Employer by November 1, of their request to use such a holiday. In the event that there is a staffing problem for the Martin Luther King holiday, the Union agrees to meet in advance with the Employer to resolve same.

#### **12.02. Holiday Pay.**

(a) Regular and relief employees shall be paid one (1) day's pay (based on their regularly scheduled number of shift hours) at their straight-time hourly rate of pay for each holiday as set forth in Section 12.01 on which they perform no work.

(b) Except as provided otherwise in paragraph (c) of this Section, employees who work on any of the holidays set forth in Section 12.01 shall be paid double (2X) their straight-time hourly rate of pay for such work.

(c) Employees who work on any of the holidays set forth in Section 12.01 which is their sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive day of work in a workweek shall be paid two and one-half (2-½X) or three (3X) times their straight-time rate of pay for such work, as the case may be.

**12.03. Failure to Report.**

(a) If an employee was scheduled by the Employer, at least one (1) week in advance of a particular holiday, to work on that holiday and fails to report for such scheduled work, the employee shall not receive any holiday pay.

(b) If there is a pattern of absenteeism established on the work shifts before and/or after a holiday, that employee may be required to provide documentation justifying the absence. In the absence of the requested documentation, holiday pay may be refused.

**12.04. Floating Holidays.**

1. Employee is not eligible to request a floating holiday until he/she has completed his/her probationary period.

2. Holiday may not be taken prior to day of observance (New Year's Day or Veterans' Day), but must be taken prior to the next day of observance.

3. Employee must be actively on the payroll and must have received prior management approval in writing. Such approval shall not be unreasonably withheld.

4. Regular or relief employees only.

5. Employees will be paid floating holiday pay based on the number of hours in their regular shift at the time of the day of observance.

6. Must be taken as paid time off.

7. Cannot be canceled within thirty (30) days of approved selection except in emergency.

8. If after the day of observance the floating holiday has not been used or approved to be used prior to the effective date of the employee's termination, the floating holiday shall be paid at the time of termination if the employee has completed his/her probationary period.

**ARTICLE 13: LEAVE OF ABSENCE**

**13.01. Reasons for Leaves of Absence.**

(a) Leaves of absence without pay for a bona fide illness or injury compensable under the Employer's Insurance Company of Nevada (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 disability or serious health condition 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 a 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 13.01(d) after birth of an employee's child.

(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, child, parent, grandparent, brother or sister), provided that the first three days of leave for death shall be paid. 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 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) eligibility for the leave ends one (1) year after the date of birth or placement of the child, or if the employee has borrowed leave pursuant to 13.01(b) for pregnancy related disability, leave under this subsection shall be shortened by the same amount of time borrowed; 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 up to four (4) employees, and an additional one (1) employee for every seven hundred and fifty (750) full-time and steady extra employees, in the Union's bargaining unit in excess of two thousand (2000), for the purpose of accepting employment with the Union, provided that 1) the leave may not exceed one (1) year without the mutual agreement of the Employer, the Union and the employee; 2) only one (1) employee may take such leave from any one (1) department at any time during any one (1) year period; 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 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 twelve (12) weeks to the Health and Welfare Fund under Article 25 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. 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.

#### **13.02. 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.

#### **13.03. 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 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. If the employee neglects to advise the Employer when he/she calls in as to his/her expected date of return, the Employer's representative will inquire as to the employee's expected date of return.

#### **13.04. 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.

### **13.05. 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 13.01(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 Company, House, and Departmental rules to the extent required under Section 23.02.

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 25 and 26 of this Agreement. In the event of a termination, the employee shall be entitled to all rights in accordance with Articles 6 and 21 of the Collective Bargaining Agreement except in the event of an arbitration, the Arbitrator's power shall be limited to restoring the employee to their pre-injury 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 Company, 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.

### **13.06. USERRA Protection.**

The Employer shall comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). Any employee covered by USERRA, including a former employee who seeks to return to active employment within five (5) years after the end of the employee's most recent period of active employment with the Employer, shall be entitled to seek enforcement of asserted USERRA rights through the grievance and arbitration procedures in Article 21 of this Agreement, provided that the employee may be required by the Employer to waive any right of court enforcement as a condition to proceeding to arbitration on the employee's USERRA claims. The Employer shall also pay the employee the difference between the employee's monthly cash compensation for military service and the employee's average monthly compensation based on the employee's hourly rate for the last six (6) months of the employee's employment with the Employer. The Employer shall submit a report to the Union at least monthly of: 1) employees who have notified the Employer that they will be absent and whether the absence is classified as a leave of absence, termination or other form of employment action, each employee's address and telephone number and to the extent known, the service and unit in which the employee will serve; 2) employees or former employees who either apply for employment or who are reemployed and who the Employer knows, or has reason to believe, have returned from military service covered by USERRA within ninety (90) days of the date of application for employment, and each employee's or former employee's address and telephone number.

## **ARTICLE 14: MEALS**

### **14.01. Meals Furnished By Employer.**

For the convenience of the Employer, all employees covered by this Agreement shall be required to take the meals hereinafter provided for on the premises of the Employer. Said meals shall be palatable, wholesome and comparable in quality to those served to customers. A selection of meal items shall be made available daily, including at least two (2) meat entrees. The selection of meals shall be posted in the employees' cafeteria. Breakfast, including eggs, will be available to all shifts. Employees shall have a choice of coffee, tea or milk at each meal, and shall be entitled to a dessert at each meal. No entree shall be included on the menu more than two (2) times in a calendar week. A fish entree shall be included at least once in a calendar week. The number of such meals shall be as set forth in Section 14.02.

Except as provided otherwise in Sections 14.02(a) and (b), the Employer shall allow each employee an uninterrupted meal period of thirty (30) minutes on the Employer's time, plus sufficient time (not to exceed five [5] minutes each way) to go to and from the eating area.

### **14.02. Number of Meals.**

(a) For the convenience of the Employer, Bartenders working ten (10) hour shifts and all employees working full shifts shall be entitled to two (2) meals per day, one of which shall be eaten within one (1) hour before commencement of the shift and the second no sooner than three (3) hours and no later than five (5) hours after commencement of the shift. Bartenders working eight (8) hours or less shall be entitled to one (1) meal to be eaten no sooner than three (3) hours and no later than five (5) hours after commencement of the shift.

(b) All employees working six (6) or four (4) hour shifts shall be entitled to one (1) meal per day. Employees working six (6) hour shifts shall eat no sooner than three (3) and no later than five (5) hours after commencement of the shift; and employees working four (4) hour shifts shall eat before their shift begins or after their shift ends.

**14.03. Pay for Meals Not Furnished.**

If an employee is required by the Employer to work through a shift without being given a meal period as required under Section 14.02, the employee shall be paid time and one-half (1-½X) the employee's straight-time hourly rate for the meal period.

**ARTICLE 15: UNIFORMS AND FACILITIES**

**15.01. Uniforms Furnished by Employer.**

(a) Except as provided otherwise in paragraph (b) of this Section, the Employer shall furnish or pay for all uniforms or work clothes worn by all employees on the job, and also shall launder or clean such uniforms. Smocks may not be furnished in lieu of uniforms. The Employer shall also furnish or pay for shoes, boots and hose for all Cocktail Servers required, directly or indirectly, to wear the same kind or color of shoes, boots or hose. The Employer shall make available a sufficient supply and variety of sizes of uniforms so that all employees will have clean and properly fitting uniforms at all times. A clean uniform shall be furnished to each employee as frequently as needed, but except in unusual circumstances, not more than daily for Cooks and Miscellaneous Kitchen Help and not more often than every two (2) days for other employees. Employees must wear the uniforms furnished by the Employer. If the Employer does not furnish capes or sweaters to be worn as part of an employee's uniform, the employee may wear a sweater furnished by the employee if it has been approved by the Employer as to style and appearance. The Employer shall have rain gear available for use by employees whose duties regularly require them to work outside where they are exposed to inclement weather. Cold weather uniforms or appropriate cold weather jackets shall be furnished by the Employer for Door Persons, Bellhops and Baggage Handlers, and Porter classifications where needed. Any other outer apparel or jewelry may not be worn without approval of the Employer. Approval shall not be unreasonably withheld.

(b) The Employer shall not be required to furnish or pay for, or pay for laundering or cleaning, the following types of attire or clothes, even though the same may be required by the Employer to be worn on the job:

1. Black tuxedos and accessories for Captains.
2. Black trousers, shirts, neckties or socks for all Server classifications, Bartenders, and Bus Persons, but the Employer will pay Server classifications and Bartenders (excluding those employed for banquets and as extra employees) an allowance of Two Dollars (\$2.00) per week towards the purchase and maintenance of black trousers when required by the Employer.

3. Black or brown shoes for any employees, or low-heel white shoes for Server classifications. The Employer and the Union will meet to discuss appropriate shoes by department.
  4. Clothing worn under jackets, vests, uniforms or other outer wear by an employee.
  5. Ordinary shoes, boots or hosiery for Cocktail Servers, so long as a special type is not required.
- (c) The Employer shall, as a penalty, pay an employee who is not furnished uniforms or work clothes as provided above or for whom such uniforms are not laundered or cleaned, One Dollar (\$1.00) per shift for each shift worked without the required uniform and/or laundering or cleaning.
- (d) The cleanliness, fit, comfort, style and safety of uniforms are important to both the Employer and the employees. When uniforms are provided by a rental service, the quality of that service in terms of cleanliness, reliability, repairs, etc. is also of mutual concern. To further their joint interest in high-quality uniforms and to obtain the fullest interchange of information about what is desired in uniforms and the largest measure of acceptance of uniforms, the Employer and the Union agree to form a joint uniform committee for each department. Each committee shall be composed of four people, two appointed by the Employer, at least one of whom is a manager in the department, and two appointed by the Union, at least one of whom is a bargaining unit member in the department. The committee shall consider and decide upon all new or replacement uniforms and, if applicable rental service, before orders are placed for the uniforms, except individual uniforms replaced due to wear and tear, size changes, etc. Any unresolved disagreements in a committee shall be referred to the Employer's General Manager and the Union for resolution. This section is not subject to the grievance and arbitration procedure.

#### **15.02. Care of Uniforms and Clothing.**

- (a) The Employer shall not require employees to make deposits for uniforms or clothing furnished by the Employer. Employees shall not wear such uniforms or clothing except while working for the Employer and, where permitted by the Employer, while going to and from work. Except for normal wear and tear, employees shall be responsible for their negligent or careless loss of or damage to uniforms and clothing furnished by the Employer.
- (b) Employees claiming to have forgotten their identification badge when reporting for work may not be sent home if they have not previously reported for work without their badge within the preceding ninety (90) days. The Employer may not charge the employee more than the actual replacement cost of a lost identification badge.

#### **15.03. Facilities for Employees.**

- (a) Except as provided otherwise in paragraph (b) of this Section, the Employer shall provide individual lockers with locks or secure locker bags for all employees, and shall also provide and maintain in a clean and sanitary condition private dressing areas. Except for normal wear and tear, employees shall be responsible for loss of or damage to lockers, locker bags, locks and keys

furnished by the Employer, provided that such loss or damage is the fault of the employee. No representative of the Employer shall open an employee's locker or locker bag unless the employee or a Union representative is offered an opportunity to be present. When existing lockers are replaced or new lockers are installed in new or expanded locker room facilities, such new or replaced lockers shall be of reasonable size to accommodate the storage of employees' clothing and belongings. Locker bags shall be of reasonable size to accommodate the storage of employees' clothing and belongings.

(b) For all banquet employees for whom the Employer does not provide lockers or locker bags, the Employer shall make available a room where they may leave their personal clothing and other articles while working. Such room shall be locked, and the key kept by a designated Employer representative who shall be available to let employees in and out of the room as required.

Banquet employees, who lose clothing as a result of the Employer failing to observe this Section, shall be reimbursed for the fair value of the clothing lost.

#### **15.04. Theft.**

Where employees, other than banquet employees, lose clothing through failure of the Employer to provide individual lockers with locks or secure locker bags, the Employer shall reimburse the employee for the fair value of the lost clothing.

### **ARTICLE 16: MISCELLANEOUS**

#### **16.01. Clean-Up Work.**

Cooks, Food Servers, Bartenders and Apprentice Bartenders shall not be required to sweep or mop floors or do general Porter work; provided, however, that any bargaining unit employee may be required to clean up any accidental spillage or breakage in the room area or bar to which they are assigned, and Apprentice Bartenders may be required to remove bar refuse from behind the bar to an adjacent area for removal by Porters.

#### **16.02. Carrying Tables and Chairs.**

Employees in dining room classifications shall not be required to carry tables and chairs from remote storage areas to dining rooms/showroom or from dining rooms/showroom to remote storage areas, which work shall be the regular duty of Porters. Notwithstanding the above provisions, employees in Bus Person classifications may be required to carry tables and chairs from adjacent areas including storage areas, to and from the dining room/showroom or move tables and chairs within the room.

#### **16.03. Duties of Guest Room Attendants, Porters and House Persons.**

(a) Guest Room Attendants shall not be required to perform duties of Porters or House Persons. Guest Room Attendants shall clean and service only guest rooms and perform any incidental cleaning necessary to maintain cleanliness in guest room areas. House Persons are employees who perform cleaning (excluding Guest Room Attendant's work) in the hotels, including halls, lobbies and rooms. Porters are employees who perform cleaning (excluding Guest Room Attendant's work) in the hotel and/or casino, in public and non-public areas

including halls, lobbies and rooms. Guest Room Attendants shall not be required to move furniture, including rollaway beds, into or out of rooms. Guest Room Attendants shall not be required to turn mattresses nor to use heavy duty commercial power vacuums to clean rooms. Porters, House Persons and Kitchen Workers may clean spots on walls, but cannot clean the entire surface. Porters, House Persons, Kitchen Workers and Guest Room Attendants are not to clean ceilings or perform any work which they cannot perform while standing on the floor, provided, however, Guest Room Attendants may be required to use a one-step stool provided by the Employer for the purpose of cleaning bathroom mirrors. Rest Room Attendants assigned to more than one (1) rest room shall be paid at the Porter rate.

(b) When a Porter or House Person performs duties other than those set forth as the duties of Porters and House Persons in Sections 16.02, 16.03(a) and 16.05, or those duties which Porters, House Persons and Guest Room Attendants may not perform under paragraph (a) of this Section, he/she shall be paid at the rate for the classification of Utility Porter/House Person. Employees using mechanical scrubbers who strip and buff floors or terrazzo surfaces shall be paid as Shampoo Porters.

(c) Turndown Services:

1. The parties hereby establish a Turndown Attendant classification.
2. Responsibilities and duties: responsible for "turndown service" in Employer's guest rooms, including but not limited to:
  - A. Removing bedspread and folding back bed linens.
  - B. Placing amenities on night stand, e.g. one (1), beverage/cordial per person; one (1) mint per person; one (1) glass per person.
  - C. Change towels, if required.
  - D. Remove trash, if required.
  - E. Clean ashtrays, if required.
  - F. Other than the above types of duties, Turndown Attendants shall not perform Guest Room Attendant duties.
3. Shift: Four (4) hours (as needed)
4. Wages: GRA hourly rate plus One Dollar (\$1.00) per hour premium.

(d) The presently existing workload per shift for Guest Room Attendants shall not be increased during the term of this Agreement. The workload is defined as the number of rooms or "credits", credits for special items such as extra-dirty rooms and VIP rooms, and the assignment of pickup rooms. A change in total square footage of the rooms assigned to a station shall also be considered to be an increased workload within the meaning of this subsection if the increase is five percent (5%) or more of the total square footage presently existing. The maximum number of rooms or "credits", as established in this subsection, shall be reduced as follows:

1. One (1) room or credit reduction for each checkout room over ten (10) on any shift that a Guest Room Attendant's assignment contains eleven (11) or more room checkouts.

<u>Checkouts</u>	<u>Reduction in Rooms or "Credits"</u>
11	1
12	2
13	3

If during the course of the shift a scheduled checkout room becomes a stayover instead, the foregoing reduction will not be made with respect to that room. If more than one (1) credit is given for a suite, that same number shall be used in calculating the number of checkouts (for example, a suite worth three (3) credits would be counted as three (3) checkouts) when the suite is a checkout. This subsection applies only to Guest Room Attendants assigned to day shifts.

2. One (1) room or credit reduction whenever a Guest Room Attendant is required to make up three (3) rollaways, cribs, cots (or any combination of these) on a shift. This credit reduction also will apply to all Guest Room Attendants who are assigned to regular rooms, combination of regular rooms and suites.
3. One (1) room or credit reduction if a Guest Room Attendant accepts an assignment including rooms on more than two (2) floors during a shift. This credit reduction also will apply to all Guest Room Attendants who are assigned to regular rooms, combination of regular rooms and suites.
4. The Employer and the Union will jointly retain an expert to conduct a time-and-motion study on each class of guestrooms offered by the Employer. The Employer and the Union will share the cost of the expert equally. The expert's report shall serve as the baseline for measurement of future changes in the workload of guest room attendants. The expert's work shall begin in January, 2019 and shall be done for each Caesars Entertainment hotel-casino, including the Employer, in the sequence prescribed by the Union, with each study commencing when the previous one is completed and reported by the expert. Upon request of the Union, which may be made not more often than annually, the Employer and the Union will retain the expert again, sharing equally the cost of the expert's work, to conduct updated time-and-motion studies of each class of guest room offered by the Employer. The updated study results shall be compared to either the baseline or the previous updated study. If the updated study shows an increase or decrease in the time necessary to complete a room, then the value of that room as a credit shall be adjusted proportionately. For example, if a study result shows a 10% increase in the time necessary to complete a room over the baseline, the room would then be worth 1.1 credit instead of 1 credit. The Union may only request an updated study if the Employer has made any changes since the previous study to surfaces, surface coverings, bedding, furniture, or amenities.

5. **Excessive Cleaning Requirement.** Should the Guest Room Attendant discover a room that requires more cleaning due to the condition that was caused by departing

guests, the Guest Room Attendant should notify the Supervisor, in advance, for review and determination of the action to be taken. The Supervisor shall have the option of (a) denying the additional cleaning credit, (b) approving the additional cleaning requirement by the assigned Guest Room Attendant and reducing one (1) credit for that day or (c) assigning additional Housekeeping staff to assist in the additional cleaning of the whole room. The Guest Room Attendant should move to the next room assigned, with no discipline, while waiting for a Supervisor to inspect the room in question. In the event of a denial by the Supervisor for cleaning credit reduction and the Guest Room Attendant chooses to contest the decision, a Housekeeping Manager will inspect and determine the validity of the decision. The Housekeeping Manager will take pictures of the whole room in question for recordkeeping purpose in the event of further discussion. The Guest Room Attendant may request copies of pictures and pictures will be retained for fifteen (15) days. In the event resolution is not reached, the matter may be presented in the Step 1 process. If the room is determined to have required additional cleaning during the Step 1 process, a credit reduction will be applied on the Guest Room Attendant's next scheduled shift.

(e) Only a special team of House Persons who have been trained fully in the cleanup and disposal of human wastes that may present biomedical hazards shall clean any vomit, feces or (in quantities greater than drops) blood from any room.

(f) Within one (1) year after the effective date of this Agreement, Guest Room Attendants shall have the option of wearing a uniform with or without long pants.

(g) In each room serviced, a Guest Room Attendant shall be allowed to leave a tip envelope with their name on it, for the purpose of gratuity left by the guest for them. A Guest Room Attendant may retrieve the envelope upon cleaning the room, and if not able because of schedule, the envelope shall be given to the status board for safe keeping and claimed the next working day by the Guest Room Attendant.

(h) Ozone Generators.

No employee shall be permitted to work in any space where an ozone generator is in operation or where the ozone level is in excess of the OSHA Permissible Exposure Limit ("Exposure Limit"). The Employer shall place an air quality monitor in each space where an ozone generator is in operation or has been in operation within the preceding 30 minutes. In all cases, a Guest Room Attendant should clean the room that requires the ozone generator prior to the placement of the generator. Ozone generators shall be operated by Utility Porters who shall be trained and provided with the proper respiratory protection equipment. The Employer shall not require or allow employees to enter the space until the monitor shows that the concentration of ozone in the space is at or below the Exposure Limit. The Employer shall prevent entry to a space where an ozone generator is in operation and after operation stops until the air quality monitor shows that the concentration of ozone in the space is at or below the Exposure Limit. At minimum, no employee shall be permitted to enter the guest room for 60 minutes following the shut off of the generator.

(i) For security purposes, if a guest refuses entry to housekeeping employees for more than 24 hours, then the Employer's security shall open the guest's room within the next 24 hours. If a guest has not consented to room cleaning for 48 hours, the Guest Room Attendant cleaning the room shall receive a twenty-five percent (25%) credit increase for that room. Further, the Employer and the Union will select a time-and-motion expert to establish a more appropriate percentage. The established percentage of the study will replace the twenty-five percent (25%).

#### **16.04. Apprentice Bartenders.**

Apprentice Bartenders are not to serve drinks or ring sales on any register. Only a Bartender may relieve a Bartender for a meal period; provided, however, that where one (1) Bartender is employed on a bar for a full shift of eight (8) hours, an Apprentice Bartender may relieve the Bartender for his/her break periods. An Apprentice Bartender may not relieve more than one (1) Bartender during any one (1) shift under the foregoing sentence. Notwithstanding the above provisions, an Apprentice Bartender may relieve two (2) Bartenders during any one (1) shift for breaks and meal periods at those bars where there is only one (1) Bartender working the bar for a full shift.

#### **16.05. Mopping of Floors.**

Except as provided in Section 16.01, mopping of floors shall be the duty of Porters, House Persons, Kitchen Workers and Rest Room Attendants.

#### **16.06. Furnishing of Linen and Equipment.**

Sufficient linen must be supplied to the Guest Room Attendants on their floors. Proper equipment shall be furnished.

#### **16.07. Room Service.**

(a) Room Service Servers and Bus Persons shall be responsible for delivery and removal of service to and from hotel rooms, provided, however, that Guest Room Attendants, while cleaning rooms, may be required to remove such service from the rooms to the hall immediately outside the rooms. Housekeeping Porters/Utility Porters/House Person staff may be required to remove Room Service carts, trays and dishes from the halls to a designated area on that floor. A service charge of twenty percent (20%) shall be added to each check for setting up for cocktail parties/hospitalities in private rooms. Such service charge will be split – sixteen percent (16%) to server, four percent (4%) to management. For purposes of this Section, a cocktail party/hospitality is a gathering of ten (10) or more persons in a private room or suite in which alcoholic beverages, mixes, glasses, ice or food are delivered by the Room Service Server. A service charge of One Dollar and Fifty Cents (\$1.50) for each delivery made by a Room Service Server or Bus Person shall be paid for delivering complimented items such as liquor or fruit and other similar items, but excluding meals and beverages served with meals, sent to the guest room by the Employer. It is agreed that Bartenders may work four (4) hour shifts for cocktail parties/hospitalities in suites and be paid at the Banquet Bartender rate.

(b) The amounts and distribution of room service gratuities prescribed in this section are minimums and do not prohibit the Employer from paying gratuities at higher rates. Any such higher rates may be reduced to the contractual rates at the Employer's discretion. The hotel may utilize Room Service Bus Persons to deliver complimented items in accordance with

Section 16.07(a). Where the complimented item(s) to be delivered requires more than normal set up by the Server, for example, leave the room service area to prepare the complimented item(s) or prepare the complimented item(s) in the room service area, the Server will be guaranteed a gratuity of Three Dollars (\$3.00) per delivery. Where the Food Server is required to deliver the complimented item(s) and service the guest for the event in the room, the Food Server shall be guaranteed a gratuity of fifteen percent (15%) of the menu price of the food and beverage served with a cap of One Hundred Fifty Dollars (\$150) per Server who actually performed the work.

(c) (1) Where the Hotel provides complimentary items to guests – gratuities paid by the Hotel.

(a) One Dollar and Fifty Cents (\$1.50) gratuity – fruit basket, turndown, any amenity with minimal prep time, no service required.

(b) Gratuity – One Dollar (\$1.00) per line (current practice) – mini bar set-ups per room service schedule.

(c) Fifteen Dollar (\$15.00) gratuity – full bar set-up per room service schedule. (Cap applies per server). (Bar items only. If food, fifteen percent (15%) gratuity to Server.)

(d) Three Dollar (\$3.00) gratuity – VIP lounge set-up.

(e) Guarantee for the executive conference room and other management conference set-ups. Fifteen percent (15%) per set-up for Server.

(f) For entertainment set-ups, fifteen percent (15%) of the menu price, but not more than One Hundred Dollars (\$100.00) per Server.

(g) Fifty Dollar (\$50.00) gratuity for company plane service.

(2) Where a customer provides group amenities to be complimented to other customers – gratuity paid by guests Three Dollar (\$3.00) per amenity to the Server.

(3) Where additional items (liquor, wine or food) are ordered by any person for a hospitality or cocktail party – seventeen percent (17%) gratuity – thirteen percent (13%) to Server – four percent (4%) to management.

(4) Where a customer phones in a room service order for delivery to another person and is paying for the item – the check for signature by the guest receiving the item should indicate that the gratuity has been pre-paid at fifteen percent (15%).

(5) Backstage – gratuity will only be paid on those items sent complimentary by management according to the above schedule.

- (d) (1) The classification of “Butler Server” is created.
- (2) It is the intent of Bally’s Las Vegas and the Union that all employees employed by Bally’s Las Vegas in this classification shall not interfere with or diminish the work opportunities for Room Service Food Servers.
- (3) Employees classified in the Butler Service classification may not perform room service duties for non-VIP customers.
- (4) Responsibilities and job description: responsible for service to VIP’s so designated by Bally’s management, which includes but is not limited to:
- (a) Coordinating and setting up amenities.
  - (b) Coordinating Food & Beverage requirements with the menus of outlets and making recommendations.
  - (c) Taking the orders directly from guests when requested to do so.
  - (d) Serving the guests and prepping the orders.
  - (e) Aid and assist Bally’s in providing service to VIP’s in a Food & Beverage capacity.
- (5) Butler wages and work shift: All wages, gratuities, and work shifts will be determined at the sole discretion of Bally’s Food and Beverage Management.
- (6) Management reserves the right to designate VIP’s, and management will post the list. Management has the right to determine if additional help is required.
- (7) The Butler Servers will be paid the same rate of pay as the eighty percent (80%) rate of a Room Service Captain.
- (8) Currently, it is agreed that Bally’s will use Butler Servers in its 22<sup>nd</sup> Club only. Management reserves the right to expand Butler Service to other areas in the Hotel. Bally’s will meet with the Union to discuss any future expansion of Butler duties.
- (9) Vacancies in the position of Butler Server will be appropriately bid per the Collective Bargaining Agreement. “Special Requirements”: bilingual or multi-lingual with knowledge of Hispanic, Mid-East or Asian customs helpful.
- (10) Room Service Servers will provide support services to the 22<sup>nd</sup> Club, e.g. running orders and supplies, restocking of food and beverage items and assist Bally’s Food and Beverage Management and Butlers in providing service to VIP’s as directed. Room Service Server(s) assigned to the 22<sup>nd</sup> Club shall receive a guaranteed gratuity of One

Hundred Seventy-five Dollars (\$175.00) per Server who actually performed the work. The cap shall be increased during the term of this Agreement, as follows:

- (e) In an effort to personalize and upgrade the service and amenities offered a hotel guest, the 22<sup>nd</sup> Club has been designated to have butler service.

The butler service in the 22<sup>nd</sup> Club will provide first class service and attention to all its guests. Specifically, the following services will be available to the guests:

A. Complimentary continental breakfast and evening Hors D' Oeuvres; Complimentary Bar set-up.

Priority given to all guest requests including:

1. Reservations for all shows.
2. Reservations for any restaurant.
3. Local information on activities such as golf courses, boating and sightseeing.
4. Any requests of a personal nature, such as errands to the Sundry Shop, early room make-up or bed turn down.

The Butler Service will function as part of the Room Service Department. The Butler will be responsible for communicating on a regular basis with Housekeeping, Reservations, Front Desk and all other departments with regards to the proper functioning of the Club. It should be the Butlers' responsibility to ensure that all guest requests from that floor are met with priority attention.

B. Procedures:

Check-In: Upon each guest arrival, the Butler will greet the customer and introduce himself/herself. Check the guest registration card to ensure that they are entitled to the 22<sup>nd</sup> Club privileges. Explain the services of the club. Always offer to pour the guest a drink after his/her arrival and you have the guest settled.

C. Day Shift Opening Procedures:

1. Get pantry keys from Room Service.
2. Turn on television and brew coffee.
3. Make list of supplies needed, such as milk, butter, newspapers, etc.
4. Notify Room Service that you are open.
5. Get pastries/danish from Baker.
6. Depending on room occupancy, set up breakfast table.
7. Check to see if you need table linens, get them from the laundry room.

8. Make sure there are enough folded napkins for the day.
9. Set up Butler's desk by the entrances and Guest Information; a bowl of mints and matches.

\* Check "log book" and get room occupancy count. This will give you an idea of the number of guests on the floor. If any questions, call the Hotel Manager. The Hotel Front Desk will give a list of check-ins for the day to Room Service.

**Continental Breakfast**

Every guest in the Club is entitled to a complimentary continental breakfast, which consist of:

Seasonal Fresh Sliced Fruit  
Assorted Berries  
Danish Pastries, Breakfast Breads  
Assorted Juices

**D. Removing Dishes From Suites:**

Maintain the table areas clear of breakfast dishes. Breakdown dishes in bus pans in the pantry. All silver items will be picked up and burnished by Stewards on a weekly basis. When sending dirty dishes to Room Service, make sure no silverware is sent down; example - silverware, coffee urns, silver trays, etc.

**E. Side Work:**

When you notice supplies getting low, reorder from Warehouse and write in log book. Communication between the two shifts is very important.

**F. Swing Shift Opening Procedures:**

1. At 4:00 p.m., the Butler will notify the Room Service Manager on duty of occupancy counts and communicate information to the Chef.
2. Hors D'oeuvres are prepared as they are needed by Room Service Cooks.

**Hors D'oeuvres:**

Hors D'oeuvres are served from 4:00 p.m. to 8:00 p.m., seven (7) days a week. If a guest has other guests in the Club then you should charge accordingly for using the Club services.

During the shift, check and see if you will need any items for the evening.

G. Complimentary Bar Set-Up:

When setting up the bar in the Club, make sure there are enough glasses, napkins, bottle openers and a bucket of ice.

H. Closing the Pantry:

At the end of the swing shift, the TV monitor is to be turned off. Remove all items from the Butler's desk. Lock all desk doors and drawers. Turn off all coffee burners. Lights off in the pantry and door locked. All silver and condiments removed from service area and locked in the pantry.

Pantry keys are to be taken to Room Service.

I. Guests' Special Requests:

Limousine service has to be handled through Casino VIP Services.

Show reservations (only when the room is "Red Line") must be approved by the Shift Manager.

Cocktail parties must also be approved by the Shift Manager.

Laundry:

Guests' laundry taken to the Bell Captains desk by 9:00 a.m. will be returned by 5:00 p.m. the same day.

J. Ordering Supplies:

All items must be ordered from the Warehouse using a transfer requisition.

All Warehouse items must be ordered the day before they are needed, and a requisition form properly written.

All silverware is ordered through the Stewards Office.

(f) It is the intent of Bally's Las Vegas to reasonably enforce its corkage fee policy established to persuade hotel guests not to bring their own food and beverage items on property and to use Bally's established food and beverage services.

For purposes of this section, a corkage fee may be assessed for cocktail parties/hospitalities where there is a gathering of more than ten (10) persons in a private room or suite in which authorized alcoholic beverages, mixes, glasses, ice or food are delivered.

Management reserves the right to apply the corkage fee in appropriate situations after being investigated by Food and Beverage Management. Under no circumstances is a Room Service Server to negotiate with a hotel guest the issue of corkage fees. The Room Service Server is to immediately advise a Food and Beverage Manager of the situation for further investigation of the remedy. The Food Server will be given the opportunity to accompany the Food and Beverage Manager when investigating the incident, but, shall allow the Manager to effect the settlement with the guest.

A corkage fee will only be assessed in situations where the Room Service Food Server(s) have performed services including: e.g., delivering and setting up glasses, ice, bar, fruits, napkins, stir sticks and general cleanup.

Under no circumstances will a Food Server be entitled to a guaranteed gratuity if no service is provided to the guest.

Room Service Food Server(s) who work the function, shall be paid a gratuity computed on the basis of seventeen percent (17%) of the corkage fee schedule (the applicable Room Service Menu prices less fifty percent [50%]). The seventeen percent (17%) gratuity will be split; four percent (4%) to Room Service Management and thirteen percent (13%) to the Food Servers.

If management acknowledges an event whereby a corkage fee would be assessed to a guest who has a sales contract with the hotel, but does not collect a corkage fee, Server(s) working said event shall receive a one (1) time guaranteed gratuity of seventeen percent (17%), four percent (4%) to Room Service Management and thirteen percent (13%) to the Food Servers, of the uncollected corkage fee not to exceed One Hundred Dollars (\$100.00) per Server.

#### **16.08. Aprons, Boots and Hard Hats.**

The Employer shall furnish rubber aprons and boots for any employee required to use steam or water hose, and shall furnish hard hats to Butchers.

#### **16.09. Bartenders and Apprentice Bartenders.**

Bartenders and Apprentice Bartenders shall not be required to do general Porter work. Bartenders and apprentices may accept payments for food checks, present checks for food, and serve pre-packaged food items (e.g., potato chips, nachos, nuts, pretzels, sandwiches, shrimp cocktails) in bar operations where Food Servers and Cashiers have not been employed and pre-packaged pastries at the cart selling coffees and liqueurs. In the event the Company wishes to expand the provisions of this Article, the Union shall discuss with the Employer all aspects of the possible effects upon employees working these areas. Any unresolved disputes arising from the expansion or interpretation of this Article shall be subject to the Grievance and Arbitration provisions of Article 21. When Bartenders or Apprentice Bartenders perform the services described above for the duration of a shift, he/she shall be paid at One Dollar (\$1.00)/shift above Combination Bartender scale.

#### **16.10. Union Buttons.**

A limit of two (2) Union buttons no larger than two (2) inches in diameter may be worn on the job at all times until such time that the Union and the Employer develop a mutually agreeable

lapel pin. Upon its development, the lapel pin will be the only Union pin/button worn on the job at all times, except for a shop steward's pin/button.

#### **16.11. Rotation of Stations.**

Except for restaurant areas reserved for hotel and casino executives, stations for qualified Food Servers shall be rotated equitably on a daily basis, provided that the Employer shall not rotate Food Servers from a counter area to a table area, or vice versa, or from room to room. Stations for Cocktail Servers, other than those in the casino, shall be rotated daily within a room on an equitable basis. Stations for Cocktail Servers which include any area of the casino as part thereof shall not be rotated, nor shall Cocktail Servers' stations at the swimming pool be rotated. The rotation schedule shall be posted with, or as part of, the work schedule required to be posted under Section 9.06.

Only those classifications enumerated in the preceding paragraph and Bartenders have food and beverage stations. The Employer shall determine the composition of stations and may change the composition of stations from time to time based upon business requirements and productivity.

#### **16.12. Change Persons.**

Change Persons shall not carry more than twenty pounds (20 lbs.) in change belts or perform clean-up duties. Carousel Attendants and Change Persons assigned to the floor may not be interchanged except in cases of absenteeism or for relief on meals and breaks or when it is necessary to do so to maintain customer service.

Appropriate seats, stools or chairs must be provided in all casino Cashier booths to the extent feasible. The Employer must meet with the Union to discuss the feasibility of seats, stools or chairs in other Cashier, Checker or Cashier/Checker stations.

Cashier booths may not be located in carousals unless a Carousel Attendant is also assigned to that location at all times the booth is in operation.

#### **16.13. Break Periods.**

Employees working ten (10) or eight (8) hour shifts shall receive two (2) ten (10) minute break periods on the Employer's time, one (1) prior to their meal period and one (1) following the meal period. Employees working six (6) or four (4) hour shifts shall receive one (1) ten (10) minute break period on the Employer's time. Rest areas shall be maintained in a clean condition. The Employer shall provide, in convenient areas for each department, a record sheet for employees to sign when they leave for and return from their break period. It shall be the employees' responsibility to sign such sheets, which shall be kept by the Employer for thirty (30) days.

#### **16.14. [INTENTIONALLY OMITTED]**

#### **16.15 [INTENTIONALLY OMITTED]**

#### **16.16. Floor Coverings.**

Floor slats, resilient compound mats or a comparable alternate type of floor covering, shall be provided at stations where employees in the Cooks and Miscellaneous Kitchen Help classifications stand to perform their work, and at permanent bar stations.

#### **16.17. Showroom Stations.**

Showroom Food Servers shall not be assigned stations of less than eighteen (18) seats per Server. Where Food Servers are working as a showroom team, the failure of one (1) member of the team to report for work shall not result in the other's station being changed. Showroom Food Servers shall not be assigned stations of more than thirty (30) seats per Server for a dinner show and sixty (60) seats per Server for a cocktail show, except in unusual circumstances where, due to absenteeism or an unanticipated influx of guests it is necessary to do so to maintain customer service. The Employer reserves the right to increase the number of seats per station assigned to a server to forty (40) in a combination dinner/cocktail show. A showroom is a specially designed theater-type facility where food or beverage is served to guests from an established menu, and/or where there is an established minimum charge, and where patrons are afforded an opportunity to make advance reservations through a reservations desk, and where a headline entertainer or variety or production show is presented.

#### **16.18. Presentation of Checks.**

When checks are presented to guests or customers, they shall be presented by either a Bartender, a Sommelier, a Food Server or a Cocktail Server; provided, however, that the above provision of this Section shall not apply in cases of banquets, buffets, cafeterias and snack bars or where a master check for a group function is presented. Notwithstanding the above, a Bartender may present and settle checks for food in bar operations.

#### **16.19. Notice by Employee.**

If an employee is unable to report for work, the employee shall notify or cause notice to be given to the department head, assistant department head, shift supervisor or other designated Employer representative who will be available for such purpose, at least two (2) hours prior to commencement of the employee's shift except where it is unreasonable under the circumstances for the employee to give such notice. The Employer will log and maintain a record of such calls. An employee who has been absent for a period of not more than five (5) days, due to illness or injury, shall be allowed to return to work on his/her next regularly scheduled shift after the day the employee has notified the Employer of his/her availability for work, provided that such notice has been received by the Employer no later than two (2) hours prior to the time the employee's last regularly scheduled shift would have ended. An employee who is unable to report for work for more than five (5) days shall comply with all of the medical and notice requirements set forth in Section 13.03.

#### **16.20. Knife Sharpening.**

The Employer shall sharpen or pay a service to sharpen knives for Cooks, Butchers, Bakers and Pantry Workers at least once a month.

**16.21. Parking.**

The Employer shall provide for employees, without charge, a paved parking area on the Employer's premises or on property in a reasonable proximity to the Employer's premises. Access to the parking area must be by way of a paved area. During hours of darkness, the employees' parking area shall be well lighted, and shall either 1) be patrolled at least once each half-hour by a security officer, or 2) shall have a security officer assigned full-time to that area at a central observation point or at a single entrance-exit point.

**16.22. [INTENTIONALLY OMITTED]**

**16.23. [INTENTIONALLY OMITTED]**

**16.24. Room Service Captains.**

Room Service Captains may deliver orders or serve parties only in turns with the Room Service Servers working the same shift, and a turn sheet shall be kept.

**16.25. Work Record.**

(a) If the Employer is currently utilizing time clocks for employees covered by this Agreement, it shall continue to do so; and if the Employer has three hundred (300) or more guest rooms and is not currently utilizing time clocks, it shall, within sixty (60) days after the effective date of this Agreement, commence to do so and shall require all employees to punch in prior to the commencement of any work and to punch out after work. Time card records will be made available to the Union on any grievance concerning a violation of this Section.

(b) The Employer may utilize or adopt a mechanical or electronic time recording system other than a time clock. In such case, employees provided with an identification card or other instrument for operating the time recording device shall be responsible for same, provided that the Employer may not charge an employee more than the actual replacement cost of a lost identification card or other instrument. Employees claiming to have forgotten their identification card or other time recording instrument when reporting for work may not be sent home if they have not previously reported without such card or instrument within the preceding ninety (90) days.

**16.26. Prohibited Work.**

Room service employees shall not perform the duties of Bartenders and Apprentice Bartenders, provided that Room Service employees shall be permitted, at the request of guests, to set up, open and dispense alcoholic and other beverages for guests in their rooms when the group does not constitute a cocktail party as defined in Section 16.07(a).

**16.27. [INTENTIONALLY OMITTED]**

**16.28. [INTENTIONALLY OMITTED]**

**16.29. Required Service.**

Bus Persons cannot be employed to work unless Food Servers are also employed. Bus Persons cannot perform the traditional duties of Food Servers. Notwithstanding the foregoing sentences

of this Section, Bus Persons may be employed for a cafeteria or full self-service type operation without the employment of a Food Server, and shall be paid the Cafeteria Bus Person rate set forth in Exhibit 1; provided that no guaranteed gratuities shall be payable by the Employer to Bus Persons employed for such an operation.

**16.30. Usher.**

An Usher is an employee who seats guests in a specially designed facility with theater-style seating in which plays, concerts and/or other types of musical entertainment are presented, and in which no food or beverage service is provided.

**16.31. [INTENTIONALLY OMITTED]**

**16.32. Automatic Glass Washing Machine.**

As to those establishments which now utilize automatic glass washing machines, they shall be operated under the following conditions:

1. Cocktail Servers will not be required to remove, rack or shelve cocktail glasses which emerge from the machine;
2. Cocktail Servers will continue to be required to empty or otherwise remove straws, stir rods, napkins, ice and other material from dirty glasses, and to place the dirty glasses on the conveyor leading into the machine. If there is no space on the conveyor for the glasses, the Cocktail Servers may place the glasses in some other proximate location, to be designated by the Hotel;
3. Cocktail Servers will not be required to clean or maintain the sink which is adjacent to the glass washing machine, nor will they be required to clean, load with soap or otherwise service or maintain the dish washing machine;
4. The Agreement does not prohibit any Cocktail Server from voluntarily racking clean glasses if he/she so desires, or from voluntarily removing clean glasses from the washing machine for use, as needed;
5. None of the other duties or functions of Cocktail Servers not specifically discussed here are affected in any way by this Agreement.

No Employer which does not now utilize automatic glass washing machines shall utilize them during the term of the contract.

**16.33. Transparency.**

All schedules for Food and Beverage employees shall identify whether employees are working a scheduled shift or whether an employee is covering another employee's shift for each of the following reasons: vacation, any form of leave of absence, and personal time off.

**16.34. Duties of Beverage Ambassadors.**

(a) Beverage Ambassadors shall be a separate classification. Beverage Ambassadors shall be

responsible for greeting guests and taking beverage orders from guests. Beverage Ambassadors are not to serve drinks at any time.

(b) Beverage Ambassadors are non-tipped employees. Beverage Ambassadors shall be paid \$17.00 per hour. In no situation may the Beverage Ambassadors receive any tips. Beverage Ambassadors can be scheduled for six or eight hour shifts.

(c) The Employer agrees that all Beverage Servers are qualified to be Beverage Ambassadors.

(d) The Beverage Ambassadors will have their own Steady Extra Board.

(e) Beverage Ambassador positions will be posted for promotional bid. Current Beverage Servers and Steady Extra Board Beverage Servers shall bid first on the Beverage Ambassador positions. If the Beverage Ambassador positions are not filled by current Beverage Servers and Steady Extra Board Beverage Servers, the positions shall be posted as promotional bids throughout the property. If the Beverage Ambassador positions are still not filled, then the positions can be filled by external candidates.

(f) A maximum of two Shop Stewards and/or members of the negotiating Committee shall be allowed to be present for any and all training of Beverage Ambassadors. The Employer shall provide 10 days' notice to the Union of any Beverage Ambassador training session.

(g) Bidden Stations for Beverage Servers shall remain the same when the I-Bev Program is not in service. When the I-Bev Program is in service, beverage zones will be used; if the Beverage Server's station covers more than one zone, the Beverage Server will work the zone that contains the majority of the Beverage Server's original station.

All Beverage Server bids shall continue to be bid as stations.

The Employer will make all possible efforts to keep pit stations with pits and slot stations with slots when the stations convert into zones, but ultimately how the beverage zones are divided will be within management's discretion.

(h) Task Force. Each property shall develop a Task Force Committee consisting of Beverage Servers, Bartenders, Casino Management and Beverage Management to develop the I-Bev Program for that property prior to implementation. The Task Force shall meet within one month after the ratification of the Parties' labor agreement to recommend implementation of the I-Bev Program. The Task Force shall recommend the following:

1. The number of Beverage Ambassadors.
2. The days and times when the I-Bev Program shall be operational.
3. The areas of the property where the I-Bev Program shall not be operational.
4. Station changes for Beverage Servers, if necessary.

After the first Task Force meeting, the Task Force shall continue to meet every 60 days to review the I-Bev Program.

- (i) In the event the I-Bev Program or any other new technology implemented is discontinued, the duty of taking and serving beverage orders shall revert to Beverage Servers.
- (j) The Beverage Server Steady Extra Board shall be expanded provided that the Employer and the Union agree on the percentage for expansion at each property.
- (k) The Employer shall not discipline any Beverage Server for failing to meet timing requirements for serving drinks, including timing requirements for making rounds, unless such timing requirements are based on reasonable standards.
- (l) Breaker shifts shall not be eliminated due to the result of the I-Bev system being implemented. Beverage Servers shall not be used to break Beverage Ambassadors.

## **ARTICLE 17: BANQUETS**

### **17.01. Definition.**

A banquet shall be deemed to be any function which has been regarded and paid at the banquet rate according to the custom and usage of the trade, including cocktail parties. Banquets are serviced by Steady Extra banquet employees except where the Employer needs additional employees from an outside source, such as the D-List, or Union dispatched employees. Steady extra banquet employees are banquet employees carried by the Employer on its regular payroll and used by the Employer as needed. Steady extra banquet employees shall be covered by the provisions of this Article 17 and, in addition, by Articles 6, 11, 20, 21, 25 and 26; provided, however, that 1) vacation pay under Article 11 shall be prorated on the basis of the time actually worked for the Employer by such employees, and 2) seniority under Article 20 shall be for purposes of layoff and recalls only, and shall be applicable only as among the Employer's steady extra banquet employees.

### **17.02. Service Charge.**

(a) On all banquets it is obligatory on the Employer that an eighteen percent (18%) service charge of the total charges for food and beverage shall be paid to the Food Servers and Bartenders that work the function, in addition to the designated wages. This distribution of such gratuities shall be in accordance with paragraph 1 of Section 17.05(b). The Employer shall post in a conspicuous place available to banquet employees, prior to or during the banquet function, the menu, the number of guests, the name of the group, and the price charged for the food and beverage. If a Server is designated by the Employer to act as Captain or Host Person for a banquet, he/she shall be paid the Captain or Host Person rate and shall share in the distribution of gratuities as a Captain or Host Person.

(b) House-sponsored promotional events for which no charges are made to the customer shall be exempted from provisions of Section 17.02(a). Servers/Bartenders working such an event shall receive a guaranteed gratuity of seventeen percent (17%) of the menu price not to exceed Two Hundred Dollars (\$200) per Server/Bartender.

(c) Exception. House sponsored events for employees or employees and their guests shall be exempted from the provisions of 17.02(a). Servers and Bartenders working such an event shall receive a guaranteed gratuity of the rate of seventeen percent (17%) of the Employer's cost not to exceed Two Hundred Dollars (\$200) per Server and Bartender.

(d) Servers and Bartenders working an in-house Super Bowl or New Year's Eve event shall receive a minimum guaranteed gratuity of \$400.00 per Server and Bartender.

**17.03. Regular Employees Working Banquets.**

(a) Except for brunches regularly scheduled on a daily basis, such as those now offered to the public at certain hotels, regular, relief or extra employees shall not work on banquets unless the Union is unable to furnish banquet employees, nor shall banquet employees be employed as regular, relief or extra employees. Notwithstanding the preceding sentence of this Section, the Employer may use regular employees in the classifications of Dishup and Bus Persons for work at brunches offered to the public, on weekends only, provided that 1) Dishup employees are paid as extra employees for such work, and 2) Bus Persons are paid for such work at the applicable rate for at least six (6) hours. Food servers working at such weekend brunches shall be Banquet Food Servers and paid as such.

(b) The Employer may use regular employees to work in the Banquet Captain classification on banquets at which all guests at the function are fully complimented by the Employer, provided that: 1) no more than twenty percent (20%) of the total work force at the function shall be composed of such employees; 2) prior notice of the use of such employees is given to the Union; and 3) such employees are not so utilized more than five (5) times in any year.

(c) Where brunches and buffets normally scheduled in one room are moved to another room for part of the week, regular, relief or steady extra employees who normally work the brunch or buffet may work the function when it is moved to an alternative site.

**17.04. Reporting Pay.**

(a) When the Employer or its representative orders a banquet worker to report for work and said employee is not allowed to work, the Employer shall pay the employee the minimum compensation provided in Section 17.07; 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 6.01(a) or, for a six (6) month period, to employees who previously have been validly so designated for any other reason.

(b) The Union shall not under Article 2 refer to the Employer, persons whom the Employer previously has designated in writing to be unsatisfactory because of inability to do the work properly.

### **17.05. Distribution of Gratuities.**

(a) All gratuities, whether for banquets or otherwise, belong to the employees in accordance with the provisions of Section 17.05(b), and no part of the gratuities belong to the Employer or any representative of the Employer (other than Banquet or Catering Managers as provided in Section 17.02) and are not a part of the basic wage established by this Agreement. The distribution of gratuities among banquet workers shall be in accordance with Section 17.05(b). The Employer shall exert its best efforts to make available to the Union by 3:00 p.m. of the day following the banquet a breakdown of the distribution of gratuities for all food and beverage, 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 of the banquet workers; wages and gratuities will be made available in accordance with Article 5 and will be paid bi-weekly.

- (b) 1. Fourteen percent (14%) of the total gratuity of a banquet function, other than a cocktail party as defined in Section 17.06 and events discussed in Sections 17.02(b), 17.02(c) and 18.02(d), shall be divided evenly among Captains, Host Persons, and Banquet or Catering Managers (who meet the requirements of Section 17.02), who work the function. The Employer may determine the distribution of the even share allocated to the Banquet or Catering Managers. Eighty-six percent (86%) of the total gratuity shall be divided evenly among Food Servers and Cocktail Servers.
2. On cocktail parties, as defined in Section 17.06, fourteen percent (14%) of the total gratuity shall be divided evenly among Captains and Host Persons who work the cocktail party. Eighty-six percent (86%) of the total gratuity shall be divided evenly only among Food Servers or Cocktail Servers, as the case may be, and Bartenders who work the cocktail party.

(c) Transparency.

The Employer shall keep a record of each banquet event which includes, but is not limited to, the following information: (1) the name of the event, (2) the name of each server who worked the event, (3) the gratuities earned by each server for that event. This record shall be kept in a notebook in the banquet office and all banquet employees shall have access to the notebook to review. Such records shall be maintained for 30 days.

The Employer shall also post in a conspicuous place available to banquet employees, prior to or during the banquet function, the menu, the number of guests, any changes in the group number of guests, the name of the group, the price charged for the food and beverage, final consumption total on each function, and distribution of gratuity.

### **17.06. Cocktail Parties.**

- (a) At events consisting only of a cocktail party, including those preceding a banquet where only beverages and incidental snack items like chips, pretzels or nuts are served, Banquet Servers and Bartenders shall share equally the gratuities of the event according to 17.05(b).
- (b) At a cocktail party/reception buffet where hors d'oeuvres, small buffet-type portions of food are served and there is not enough seating for most of the guests of the function throughout

the function, Banquet Servers and Bartenders who work the full function shall share equally the gratuities of the event according to 17.05(b)(2).

(c) At buffet/cocktail receptions where a display of food selections is available for guests and adequate seating throughout the function is available, Banquet Servers and Bartenders working the function shall receive an equal share of the beverage gratuity and Banquet Servers and Cocktail Servers shall retain the total food gratuity of the function divided in equal amounts between the Banquet Servers and the Cocktail Servers who work the function.

**17.07. Banquet Minimums and Limitations.**

(a) Breakfasts: Two (2) hours minimum. A Food Server shall not be required to serve more than twenty-five (25) customers and for each additional person shall receive Fifty Cents (.50¢) in addition to his/her regular wages.

(b) Luncheons: Three (3) hours minimum. A Food Server shall not be required to serve more than twenty-five (25) customers and for each additional person shall receive Fifty Cents (.50¢) in addition to his/her regular wages.

(c) Dinners: Four (4) hours minimum. A Food Server shall not be required to serve more than twenty-two (22) customers and for each additional person shall receive Sixty Cents (.60¢) in addition to his/her regular wages.

(d) Buffets:

1. Breakfasts: Two (2) hours minimum.
2. Luncheons: Three (3) hours minimum.
3. Dinners: Four (4) hours minimum.

A buffet is a regular meal (breakfast, luncheon or dinner) where guests are served or serve themselves from a display of foods; provided, however, that for purposes of this Article, a buffet shall not be deemed to include buffets, cocktail buffets or other meals offered regularly to the public and served by regular employees.

4. There shall be no limit on the number of customers a Food Server may be required to serve at a buffet.

5. On banquet buffets, Food Servers shall be responsible for all food and beverage fountain setups, replenishment of same and breakdown.

(e) Work performed in excess of the minimum shifts set forth above shall be paid at the hourly rates set forth in Exhibit 1.

**17.08. Meals for Banquet Employees.**

Banquet employees shall receive one (1) meal for each function worked, to be eaten within forty (40) minutes prior to the start of the employee's work.

**17.09. Full Function.**

No banquet employee eligible for gratuities shall share in gratuities unless the employee works the full function; provided, however, that at banquets where cleanup must be delayed until the conclusion of speeches or a program, only that number of employees sufficient to do the cleanup work need be retained, and those employees not retained shall nevertheless share in the gratuities.

**17.10. Teams.**

Except for French service where teams are required, Banquet Food Servers are responsible only for their individual stations and may not be required to work in teams.

**17.11. Setup and Breakdown.**

Banquet Food Servers and Bus Persons if employed are responsible for all setup and breakdown work in the banquet room.

**17.12. Bartenders.**

(a) Bartenders employed for banquets shall receive the Banquet Bartender rate provided they shall be employed or paid for not less than four (4) hours for each banquet function.

(b) In accordance with the present practice of the Employer, Banquet Bartenders are responsible for all setup and breakdown work in the banquet room. Barbacks, Bar Porters, or Convention Porters will be responsible for transporting portable bars to and from work areas.

(c) D-List Bar Shifts will be posted on the company website at 12:00 p.m. (noon) each Friday.

**17.13. Banquet Training and Work.**

(a) It is the objective of the Employer and the Union to increase the economic opportunities for all bargaining unit employees. In recognition of the foregoing, the Southern Nevada Joint Management Culinary and Bartenders Training Fund shall establish a training course to help the bargaining unit employees acquire the banquet service skills needed to be eligible for employment.

(b) In order to give trained bargaining unit employees from other departments the opportunity to pick up extra banquet work, the Employer will staff banquets with in-house "C" list employees whenever possible, if there are not enough roll-call servers available. Post roll-call banquet work will be strictly voluntary. The in-house "C" list employees may be scheduled after the citywide D-List servers in order of house seniority.

**17.14. Establishment of Common "D-List".**

- (a) See attached Memorandum of Understanding for implementation language.
- (b) The Employer and the Union agree to form a separate committee to address the further development and administration of the D-List.

The foregoing is not intended as a complete recitation of the procedures governing the Banquet D-List. Such issues will be addressed by the committee, provided, however, that nothing herein and nothing discussed, but not agreed to by the committee shall operate to limit any rights of the parties. This Agreement shall not be subject to grievance and/or arbitration, until a complete execution of a Memorandum of Understanding.

**ARTICLE 18: SPECIAL EVENTS**

**18.01. Definition.**

For purposes of this Article, special event shall be deemed to be:

- (a) Any event for a person, persons, group or groups arranged by a travel agent, booking agent, hotel sales representative, convention agent, promotional representative, operator or any other individual or agency where tickets, coupons or package prices for food and/or beverages to be served to patrons of such events are involved and where regular employees of an establishment covered by this Agreement provide such service.
- (b) Any event for which no charges are made to the customer for that event.

**18.02. Gratuities Payable for Special Events - Food and Beverage Service.**

- (a) Except for those events described in 18.01(b), for each meal and/or beverage served to a person included in a special event, Food and Cocktail Servers shall be guaranteed a service charge of not less than seventeen percent (17%) of the then-current menu price of the same meal and/or beverage applicable to the general public in the room such meal and/or beverage is served.
- (b) If a customer included in a special event is served a meal in a room with an established menu, but the meal being served does not appear on the then-current menu, the gratuity for Food Servers serving such meal shall be computed on the basis of seventeen percent (17%) of the price charged for such meal or seventeen percent (17%) of the hotel's then-current menu price for the lowest priced hot entree available to the public in said room, whichever is greater, except as provided in Sections 18.01(b) and 18.08.
- (c) If a special event customer is served a meal in a room that has no established menu, the gratuity for Food Servers serving such meal shall be computed on the basis of seventeen percent (17%) of the price charged for such meal or seventeen percent (17%) of the then-current coffee shop menu price, including a la carte service for a comparable meal, whichever is the greater, except as provided in Sections 18.01(b) and 18.08.

(d) For those events described in 18.01(b), servers working said event shall receive a guaranteed gratuity of seventeen percent (17%) of the then-current menu price not to exceed One Hundred Fifty Dollars (\$150.00) per Server.

(e) It is understood that for regularly scheduled performances presented in the showroom, an employee in the Culinary Workers' unit shall be guaranteed the right to present a check for the full amount of any admission charge to the showroom and any food and beverage served or, in the event an employee in the Culinary Workers' unit is not given an opportunity to present such a check, the Employer shall pay the applicable service charge applied to the full amount of admission to the showroom, and any food or beverage served. These provisions shall continue in full force and effect until and unless the Employer introduces a "Ticketron-type" computer ticket sales system and shall be reinstated should the Employer establish such a system but then remove it.

The Employer may establish such a ticket sales system on or after December 1, 1989. In the event the Employer does so, Food Servers in the showroom shall, for a period of twenty-four (24) months following the introduction of such system, be guaranteed by the Employer a gratuity equal to ten percent (10%) of all the normal ticket prices for all seats sold in that Server's station. All seats sold in the showroom shall be included in Servers' stations. The parties shall agree in each hotel on a specified split of such guaranteed gratuities for Bussers in the showroom.

In the event the Employer establishes such a system on or after June 1, 1991, the guaranteed ten percent (10%) gratuity described above shall apply for twelve (12) months following the introduction of such system.

The Server shall be guaranteed the right after such a system is introduced to present a check for the full amount of any food and beverage served or, in the event the Server is not given an opportunity to present such a check, the Employer shall pay a service charge of seventeen percent (17%) applied to the full normal price of any food and beverage served.

In any new showroom opened which does not result in a full or partial diminution of work opportunities in an existing showroom, the Employer may institute a ("Ticketron-type") system without the guarantee described above for existing facilities, but with the same provisions for presentation of checks and/or guaranteed gratuities on food and beverage.

The Employer agrees to negotiate with the Union regarding the effects on any employee whose position is displaced in connection with the introduction of a "Ticketron-type" system.

### **18.03. Private Cocktail Receptions.**

(a) Cocktail Servers serving guests included in a special event at the second show in the main showroom shall be guaranteed a minimum gratuity per person served of seventeen percent (17%) of the then-current minimum charge to the general public for the second show, except as provided in Sections 18.02(a), 18.02(b) and 18.08.

(b) Food and Cocktail Servers and Bartenders serving guests included in a special event at a cocktail party, and Captains and Host Persons who work the function, shall be paid a gratuity

computed on the basis of seventeen percent (17%) of the hotel's then-current bar or bottle charges applicable to similar functions attended by guests who are not part of a special event, except as provided in Sections 18.01(b) and 18.08, and except that Bartenders shall not participate in gratuities where Food or Cocktail Servers serve customers from a regularly established service bar.

The distribution of such gratuities shall be in accordance with paragraph 2 of Section 17.05(b).

(c) In any room where there is live entertainment which is included in a special event function, the Cocktail Servers shall be guaranteed for each drink served to a special event guest, a service charge of seventeen percent (17%) of the then-current beverage price applicable to members of the general public served in such room except as provided in Sections 18.01(b) and 18.08.

(d) Where a special event beverage ticket or coupon, for which a charge has been made by the Employer, is presented to a Bartender or Cocktail Server who serves the beverage to the guest, the Bartender or Cocktail Server shall receive from the Employer a gratuity of seventeen percent (17%) of the established beverage price, except as provided in Section 18.08, all such tickets or coupons issued or authorized by the Employer shall contain thereon the words "Gratuity Included".

#### **18.04. Bellhop Service.**

(a) Where Bellhops are not given the opportunity to room special event or complimented guests, they shall receive not less than Two Dollars and Seventy-Five Cents (\$2.75) per person checking in and out. For package guests, the Bellhops shall receive for each person using the package, Two Dollars and Seventy-Five Cents (\$2.75) for each guest checking in and out, which shall be evidenced by a coupon contained in the package. Notwithstanding the above provisions, effective June 1, 2018, those bargaining unit employees in Front Services who actually perform the services shall be guaranteed a gratuity of Three Dollars and Seventy-Five Cents (\$3.75) per person checking in and/or out only where baggage is delivered and removed as part of a group arrival or departure. Set arrivals and/or departures shall be evidenced by a manifest. These guaranteed gratuities shall only be paid to those bargaining unit employees in Front Services who actually perform the services. These guaranteed gratuities do not apply to diverted air carriers. Notwithstanding the above provisions Bellhops shall be guaranteed a gratuity of Three Dollars and Seventy-Five Cents (\$3.75) per person checking in and/or out only where baggage is delivered and removed as part of a group arrival or departure. Effective June 1, 2019, the Bellhops shall be guaranteed a gratuity of Four Dollars (\$4.00) per person checking in and/or out only where baggage is delivered and removed as part of a group arrival or departure. Effective June 1, 2021, the Bellhops shall be guaranteed a gratuity of Four Dollars and Twenty-Five Cents (\$4.25) per person checking in and/or out only where baggage is delivered and removed as part of a group arrival or departure. These guaranteed gratuities do not apply to groups with whom the Employer currently has contracts at the Three Dollars and Seventy-Five Cents (\$3.75) rate or to whom the Employer has made firm offers at that rate. All new contracts and offers will be at the Three Dollars and Seventy-Five Cents (\$3.75), the Four Dollars (\$4.00) and the Four Dollars and Twenty-Five Cents (\$4.25) rate when applicable. The Employer will furnish the Union with a list of all such contracts and offers at the Three Dollars and Seventy-Five Cents (\$3.75), the

Four Dollars (\$4.00) and the Four Dollars and Twenty-Five Cents (\$4.25) rate when applicable. Overage money shall be divided among the Bellhops and paid semi-annually.

(b) The parties agree that a Front Services Attendant shall receive three dollars (\$3.00) per person to transfer baggage between Bally's/Paris Las Vegas on a hotel room move.

(c) Transparency. The Employer will make available, for the Front Services staff to review, at any time, an event summary for all groups and group deliveries. All classifications who receive portage or gratuities will be included in the event summary. The summary should include the full names of all Front Services Staff who worked the event and the amount paid to each individual. The summary shall be presented on a spreadsheet as follows (event references and amounts are examples only):

Within thirty (30) days of ratification of the Agreement, Front Services supervisors shall receive training on the proper distribution of gratuities and the use of the spreadsheet.

(d) Claim checks shall contain the text in prominent letters "Gratuity Not Included".

(e) Bell Captains and Bellhops.

Except in emergencies, Bell Captains are not to perform the duties of Bellhops. Bellhops shall not regularly relieve Bell Captains except during meal and break periods and on a graveyard shift. Bellhops shall not be required to leave the premises except for the purpose of servicing hotel guests who must be temporarily accommodated at adjacent facilities. In the absence of a Bell Captain from the bell desk, it shall be manned by Bellhops on a rotating basis with the last "front" being assigned to the bell desk. Bellhops may be assigned to elevators by reverse classification seniority and shall be paid at the Elevator Operator rate for such work.

(f) Valets.

(4) On days when valet service is available to guests, except on Saturday, one (1) Valet must be on duty for one (1) eight (8) hour shift designated by the Employer, which may be a split shift with one (1) split in an eleven (11) hour period. If a Valet works a split shift, he/she shall be paid the split shift premium under Section 9.05. If there is not enough Valet work to keep a Valet busy during a shift, he/she may be assigned, if needed, to perform Bellhop duties provided that he/she does not displace another employee. On Saturdays, one (1) Bellhop with the least classification seniority may be designated by the Employer as Valet and paid at the Valet rate. Bellhops may be required by the Employer to perform pickup and delivery service from and to guests' rooms during rush periods and when no Valet is on duty, provided that in such cases the Bellhop with the least classification seniority shall be the Bellhop required to perform the necessary Valet service. If a Bell Captain performs the duties of a Bellhop because the Bellhop is performing the Valet service, the Bell Captain shall be required to turn over any tips he/she may have received for such service to the Bellhops or Bellhop who otherwise would have performed such Bellhop service.

The position of Valet Runner will become part of the Bellhop classification, at the Valet Runner wage rate. The position will be considered a station and will be posted for bid. Whoever is awarded this bid, his/her primary duties will be that of a Valet Runner. The classification of Valet Runner will no longer be a separate and distinct classification.

Bellhop on laundry detail shall be at the wage scale of Valet Runner.

(g) Doorpersons.

If a stationary Doorperson is employed on a shift, he/she shall be primarily responsible for loading and removing guests' luggage in and from private automobiles, taxis and limousines, and for summoning taxis for guests.

(h) Baggage Handlers.

If employed, only Baggage Handlers shall transport luggage from outside areas such as dock areas of the hotel to the bell desk and tag luggage to make it ready for Bellhops, provided that Bellhops shall not be prohibited from doing such work as part of their regular duties.

(i) Group Deliveries.

Except where the Employer now pays a higher rate which shall not be reduced, when Bellhops deliver magazines, or similar items, they shall receive Seventy-five Cents (.75¢) for each delivery left outside a guest room and One Dollar (\$1.00) for each delivery left inside the room. This shall not apply to hotel-related individual deliveries. Where more than twenty-five (25) deliveries are made to the same group, Bell Captains shall receive fourteen percent (14%) of the total gratuity from such deliveries.

\* The above increases are not applicable for magazines and newspaper deliveries. The current rates at each property are applicable.

\* Note: Each property has a separate practice on distributing tips, and will continue to follow such practice.

(j) Bell Captains' Services.

(1) Services historically performed, on the premises of a particular establishment, by Bell Captains, including, but not limited to, baggage transfers, car rentals, travel reservations, and tours, may continue to be performed by Bell Captains at that establishment, and all fees and commissions from the performance by Bell Captains of such services shall be retained by them; provided, that this arrangement shall cease when and to the extent the Employer undertakes to perform such services either directly or by a franchise or concession. It is expressly understood and agreed that the foregoing provisions of this Section are exempt from and are not subject to the provisions of Section 29.01.

(2) If Bell Captains do not have at least two (2) of the following three (3) services (show reservations, tours, car rentals), the daily wage rates listed in Exhibit 1 for Bell Captains shall be increased Thirty Dollars (\$30.00) per day.

It is agreed that to the extent any of the following services (showroom reservations [not including tickets], baggage transfers, car rentals, flowers and tours) have been historically performed by Bell Captains at a particular establishment and were being performed as of April 2, 1980, they may continue to be performed by Bell Captains at the establishment to the same extent as in the past and all fees and commissions for the performance by Bell Captains of such service shall be retained by them. Provided, however, that should the Employer significantly increase the size of its hotel, then this arrangement shall cease when the Employer undertakes to perform such services either directly or by a franchise or concession. It is expressly understood and agreed the foregoing provision is excepted from and is not subject to the provisions of Section 29.01.

(k) Bell Classifications.

Any bell classification, in the absence of a Bellhop, may remove items from the checkroom to be released to guests or taken to the bell desk.

(l) Business Services.

In keeping with Section 29.01 of the Collective Bargaining Agreement, all deliveries (boxes, packages, faxes, etc.) generated from the UPS Store, Fed-Ex store or any other similar company (sub-lease), (previously hotel business center), to any location on Employer property are to be considered services customarily and historically performed by employees (Bellhops) covered by this agreement and shall remain solely the work of employees (Bellhops) covered by this agreement. Also, any such fore-mentioned items (boxes, packages, faxes, etc.) to be delivered to UPS Store, Fed-Ex store or any other similar company from any location on Employer property generated by all hotel guests and/or non-guests shall continue to be performed solely by employees (Bellhops) covered by this agreement and shall remain the work of employees (Bellhops) covered by this agreement. The pay scale of which these services are listed below are subject to any unresolved disputes arising from this Section shall be subject to the grievance and arbitration provisions of Article 21 of this Agreement.

Delivery fees for UPS, Fed-Ex store or any other similar company:

- (1) Ten percent (10%) of total invoice or five dollars (\$5.00), whichever is greater
- (2) All UPS, Fed-Ex store or any other similar company- generated fax deliveries:  
\$2.00

These rates shall apply at any Employer should it add a UPS Store, Fed-Ex store or any other similar company at the property.

**18.05. Parties.**

(a) If the Employer has a New Year's Eve or other similar party, except as defined in 18.01(b), at which a meal is served, Food and/or Cocktail Servers who serve guests shall be paid by the Employer a service charge of Two Dollars (\$2.00) or seventeen percent (17%) of the menu price or price charged for the food and beverage served, whichever is the greater. If the only charge to guests for such a party is an admission charge and there is no established menu for the room in which the party is held, the service charge for Food and Cocktail Servers shall be

computed on the basis of seventeen percent (17%) of the established banquet menu price for the food and beverage served, or, if greater, Seventy-Five Cents (.75¢) per person served. The foregoing provisions of this Section shall not apply where a check is presented by the Food or Cocktail Server to the guest for payment in cash or for signature by the guest and chargeable to the guest's account, or where the guest is complimented by the Employer and the check contains thereon the words, "Complimentary - Gratuity Not Included".

(b) New Year's Eve parties in rooms other than the main showroom which are treated by the Employer as banquets shall be subject to the provisions of Article 17, and gratuities for Food and Cocktail Servers shall be determined under the provisions of Section 17.02(a) and (b).

#### **18.06. Payment of Special Event Gratuities.**

Gratuities for special events shall be paid to employees who provide service not later than the payday for the payroll period in which such service was rendered. At such time the Employer shall make available to the Union the names and date of the special event groups and the names of employees and amount of gratuities received by them on their paychecks for the pay period involved, with the gratuities broken down by source.

#### **18.07. Exception.**

Charity events will be treated as in-house functions at the rate of One Hundred Fifty Dollars (\$150) for the purpose of gratuity paid.

#### **18.08. Special Event Parties.**

Charitable parties when in the showroom in a group of more than ten (10) but less than one hundred (100) and when not part of a convention, and where management has ordered that the entire party be seated together, shall have their guaranteed gratuity computed on the basis of the price charged or One Dollar and Fifty Cents (\$1.50) per person, whichever is the greater. Such charges will be specified in writing showing the date of the party, charges made for food and/or beverage served and the name and number in the group served. Such specification sheets will be made available to the Union upon request.

#### **18.09. Discount Coupons.**

Discount coupons not exceeding Two Dollars (\$2.00) for food or Fifty Cents (.50¢) for beverage will be subject to a guaranteed gratuity of twelve percent (12%). The coupon shall bear no notation as to whether there is or is not a guaranteed gratuity.

### **ARTICLE 19: COMPLIMENTED GUESTS**

#### **19.01.**

(a) On those occasions when individuals or members of a group are provided with food and/or beverages in a public room, which are complimented by the Employer, there shall be no guaranteed gratuity; however, that the Servers who provide service shall be given the opportunity to present a check to the guest or guests being complimented. In all instances of complimented guests, except those who are staying at the Employer's hotel and who are complimented when they check out, the checks presented by Servers shall contain the words in prominent letters "Complimentary - Gratuity Not Included".

(b) Except for guests complimented for beverages in the casino and except as provided in Section 16.07(a), on these occasions when Servers are not given the opportunity to present a check to the complimented guest or guests, the Server shall receive from the Employer a gratuity of fifteen percent (15%) of the menu price of the food and beverage served, as established by the Employer for such services in that particular room.

(c) Food Servers, Cocktail Servers and Bartenders, to whom are presented by guests or customers beverage and/or food tickets or coupons issued by the Employer, for which no charge is made, shall receive from the Employer a gratuity of fifteen percent (15%) of the established menu or bar price of the food or beverage served as established by the Employer for such service in that particular room. This provision shall not apply to tickets or coupons issued in the Employer's Race Book and Sports Book.

(d) On those occasions when members of a group which is not a special event as defined in Section 18.01 are complimented, as a group and not individually, with food and/or beverage in a public room, the checks presented to such persons shall be clearly marked "Gratuity Not Included", and in such cases there shall not be any guaranteed gratuity payable by the Employer.

(e) Where guests receive a complimentary bottle of wine in a specialty or gourmet room, there shall be no guaranteed gratuity provided for the wine.

## **ARTICLE 20: SENIORITY**

### **20.01. Probationary Period.**

An employee will be considered as a probationary employee until he/she has completed forty (40) shifts of work after his/her most recent date of hire by 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 of Article 21. The above probationary period may be extended by mutual agreement of the Employer and the Union.

### **20.02. Definition of Seniority.**

(a) House seniority is an employee's length of continuous service in years, months and days from the employee's most recent date of hire into the bargaining unit as a regular or steady extra employee by the Employer.

(b) Classification seniority is an employee's length of continuous service in years, months and days from the employee's most recent date of hire into or transfer into his/her present classification on a full-time basis.

(c) In the administration of this Agreement each of the classifications listed in Exhibit 1 is a separate and distinct classification.

### **20.03. Layoffs and Recalls.**

(a) 1. In the event of layoffs due to a reduction in force, probationary employees within the affected classification(s) will be the first to be laid off. Employees will be laid off from and recalled to their regular job classifications in accordance with their house

seniority, provided they have the qualifications to perform satisfactorily the work available in their regular job classification. All layoffs will be conducted in compliance with the provisions of the Stardust arbitration award of 1997. It is the responsibility of the employee to advise the Employer of a change in either address or telephone number. In accordance with their seniority, employees in layoff status will be offered, but not required to perform (subject to subparagraph [c]), all extra work in their classifications except for banquets or parties, before extra employees are hired, before steady extra employees are offered such work, and, to the extent practical, before regular employees are assigned to work their sixth (6th) day; provided, however, that such employees who are offered and accept extra work shall be paid as extra employees for such work in accordance with Section 10.05, but shall not be covered by the provisions of Section 9.03. Employees whose jobs are eliminated (i.e., everyone in a specific job classification) shall be given the opportunity to transfer to vacancies in bargaining unit positions for which they are qualified that have not been filled pursuant to Sections 20.04 or 10.07, and which exist at the time of the job elimination or within sixty (60) days thereafter. If an employee transfers to another position, he/she will have recall rights to his/her former eliminated position for six (6) months for employees with less than six (6) months of service or twelve (12) months for employees with six (6) or more months of service, so long as he/she has not been terminated or has not resigned employment with the Employer. The recall rights periods specified above shall commence on the date the job elimination becomes effective.

2. Specialty/Gourmet Room Cooks will not be laid off under the terms of Section 20.03(b) where they are immediately qualified to perform the work of cooks in their classifications in other kitchens, provided they have sufficient classification seniority to displace cooks in other kitchens.

(b) In the event of a layoff because of circumstances affecting only a portion of the establishment such as a room closing, the affected employees may be laid off without regard to house seniority, provided the layoff is scheduled to be fourteen (14) days or less, or, in the case of housekeeping department employees, the layoff is scheduled to be seven (7) days or less.

(c) Employees to be laid off in accordance with Section 20.03(a) may be laid off without regard to their respective house seniority as each completes his/her current workweek. At the time of layoff the employee shall state availability or non-availability for extra work; where the employee indicates availability, the employee shall not be called for extra work after he/she refuses two (2) out of seven (7) offers. Notwithstanding the foregoing, an employee may declare unavailability for extra work for a definite period while on layoff.

(d) Employees shall be recalled to their regular job classifications in accordance with the following procedures:

(1) If a position is restored less than ninety (90) days of when it was eliminated, and if the person who held it is still actively at work, the person is returned to the position, or if the person who held it is on layoff, the most senior person on layoff is recalled to it, except that if multiple people on layoff are to be recalled at about the same time to

several positions that have been restored or created, and the person who formerly held the position is one of those to be recalled, then the person is returned to his/her former position regardless of the relative seniority among those to be recalled.

(2) If a position is restored ninety (90) days or more after it was eliminated, or a new position is created, it is put up for bid. This is true even if the person who formerly held the position is still actively at work. All regular employees may bid, but laid off employees may not bid. If there are no bidders, the most senior person on layoff is recalled to the position and cannot refuse it.

(3) Employees who obtain a position by bidding shall not be eligible for another transfer under this subsection or under Section 20.04(b) for six (6) months. Those who are transferred to a position without bidding remain eligible for transfer under those provisions.

(e) Technology.

(i) Technological change includes, but is not limited to the use of machines (including by way of example only, computers, robots, handheld devices, and tablets), automation, software, systems, programs, applications or other scientific advancements to replace or substitute for, improve, alter, increase or decrease, or evolve the type or manner of work performed by employees in the Employer's workplace.

(ii) Third-party deliveries of food and beverage, reading materials, gifts, laundry or other tangible items inside the hotel-casino will continue to be performed in the current established practice.

(iii) The Employer shall give the Union at least 180 days advance notice of any technological change before it is implemented. In the event the Employer intends to design such technology change, the notice shall be given before any design work on the technology is commenced. The Employer shall explain to the Union the intended function of the technology, the nature of the technology and who will develop it, the timing of its planned implementation, and the expected work needed to implement the technology and keep it running. If the Union questions or objects to the change, the Employer shall promptly negotiate the foregoing matters with the Union. The Employer shall share prototypes with the Union subject to an appropriate confidentiality agreement. The Employer shall not implement any technology unless the Employer has carried out these duties to the Union.

(iv) Any employee laid off due to technological change shall be entitled to recall to the classification from which the employee was laid off for 24 months following the date of layoff and to preference for other job openings, in or out of the bargaining unit, after all other preferences possessed by incumbent employees have been exercised but before new employees are hired, provided the employee is qualified for the position or can be qualified in a reasonable period of time with adequate training provided by the Employer. The preference for jobs other than in the classification and at the hotel from which the

employee was laid off shall include all Las Vegas-area Caesars Entertainment hotel-casinos, hotels or condos.

(v) The Employer and Caesars Entertainment will make all non-supervisory job postings accessible to employees laid off under this subsection and to the union to assist employees in their job searches.

(vi) While employees are waiting for an offer of a permanent position, the Employer shall offer all available extra work to them in order of classification seniority.

(vii) If an employee laid off under this subsection is recalled to (A) another position within the Union's bargaining unit at the Employer, the employee shall retain his or her house seniority and continuous service for vacation purposes, (B) another position within the Union's bargaining unit at a different Caesars Entertainment property, the employee's seniority and continuous service shall be determined by application of the provisions of the collective bargaining agreement covering that property, or (C) to a position outside any bargaining unit represented by the Union, continuous service with the Employer shall be recognized for vacation and all other purposes except competitive seniority.

(viii) No employee who has completed his or her probationary period and is recalled pursuant to this subsection shall be required to complete a new probationary period but if the employee cannot perform satisfactorily the work on the shift or station to which recalled he or she may transfer or be transferred back to his/her former job within thirty (30) shifts after his/her date of transfer.

(ix) The Employer shall continue to make contributions to UNITE HERE Health at the minimum level necessary to maintain existing benefits under the Plan, less any contributions made for extra hours worked following the date of layoff, for 6 months following the date of layoff.

(x) If an employee laid off under this subsection elects not to seek another position with Caesars Entertainment either at the outset of layoff or at any time during the 24-month job search period, or if the employee does not find a job in that time, the Employer shall pay the employee a service recognition bonus according to the following schedule, subject to all legally required taxes and withholdings:

<b>Years of Continuous Service/Employment at the Employer by the Employer and by a Predecessor Employer</b>	<b>Retention Bonus Gross Amount</b>
20 or more	\$12,500.00
15 to 20	\$10,000.00
10 to 15	\$ 7,500.00
5 to 10	\$ 4,000.00
1 to 5	\$ 2,500.00
Less than 1 year	\$ 1,250.00

(xi) This subsection does not supplant the rule that layoffs must be due to reductions in force. If technological changes reduce the duties of a classification without eliminating them, the classification shall continue in existence but the Employer may adjust staffing levels, or with the agreement of the Union the Employer may distribute the remaining duties to other bargaining unit classifications. If new technologies require human operation of the machines, the machines shall be operated and maintained by bargaining unit employees and the Employer shall train employees in the affected classification to operate and maintain them. The Employer may limit training to those employees who volunteer to be trained. Training opportunities shall be offered in accordance with house seniority among those in the affected classification. The Employer shall allow up to two (2) Union representatives to be present to observe the training but to not participate in it. If operation requires a level of skill which may practically be obtained only through academic study and the necessary courses are offered at Las Vegas-area educational institutions, the Employer shall pay the tuition and fees required for employees who volunteer for this training to take the courses but shall not be obligated to pay for the time employees spend in the coursework. If an employee completes the coursework successfully (average grades at least "C"), the Employer shall offer the employee the work of operating the machine(s) associated with the employee's former job functions. Such offers shall be for the next permanent positions performing this work following the employee's completion of the coursework.

#### **20.04. Promotions and Preference for Shifts.**

(a) When the Employer promotes an employee to another classification, the Employer will consider the employee's seniority, qualifications to perform satisfactorily the work in other classifications, and prior performance, provided that a Food Server, before being promoted to Captain, must have passed the Captain's examination conducted under the auspices of a committee, at least one (1) member of which shall be qualified and experienced in the craft, shall be designated by the Employer, and provided further, any employee before being promoted to the classification of Bartender must have passed the craft examination for the 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 this paragraph (a), a "promotion" shall be a transfer from one classification to another, regardless of any change in compensation. Permanent vacancies to be filled by promotion under this paragraph shall be posted for seventy-two (72) hours near the employees' time clock or other location to which employees have regular access. 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.

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. The Employer's promotion decisions will not be arbitrary, capricious, or discriminatory. Employees who successfully complete the Southern Nevada Joint Management Culinary & Bartender Training Fund training program or the Employer's in-house training

program for a classification covered by this Agreement shall be considered qualified for that classification for purposes of this Section.

(b) When there is a permanent vacancy, or a temporary vacancy of at least ninety (90) days, on a particular shift or station, employees in the same job classification on other shifts or stations who desire to transfer to the vacancy will be transferred on the basis of their classification seniority, provided that the senior employee desiring transfer is qualified to perform satisfactorily the work on the shift and/or station applied for and that a qualified employee is available to replace the employee desiring to transfer. An employee transferred under this Section shall assume the weekly schedule of days of work and days off, and the daily shift scheduled, applicable to the vacant position to which he/she transfers, and the employee shall not be eligible for another transfer under this Section for six (6) months. An employee transferred under this Section who cannot perform satisfactorily the work on the shift or station to which transferred shall be transferred back to his/her former shift and/or station within thirty (30) shifts worked from the date of transfer. The resulting vacancy or vacancies created by a transfer under this Section shall be filled by the next senior qualified employee(s) from another shift and/or station who desires to work on the shift or station where the vacancy exists. Permanent vacancies under this paragraph shall be posted for seventy-two (72) hours in the department where the vacancy exists. The Employer may fill the vacancy temporarily during the posting period.

#### **20.05. Break in Continuous Service and Seniority.**

An employee's continuous service, seniority and status as an employee will be broken when:

- (a) The employee quits.
- (b) The employee is discharged for just cause.
- (c) The employee is absent exceeding the period of an authorized leave of absence.
- (d) The employee is absent, due to injury or illness sustained during the course of employment, exceeding the period for which statutory, temporary, total disability payments are payable under the Employer's Insurance Company of Nevada (EICON), provided that the employee shall have one (1) week after his/her release in which to return to work. However, the time required for an appeal through the appeals officer level shall not, in and of itself, constitute a break in the employee's seniority.
- (e) The employee is absent because of layoff exceeding six (6) months if the employee had less than six (6) months of active employment when the layoff began, absent because of layoff exceeding twelve (12) months if he had six (6) or more months of active employment when the layoff began, absent eighteen (18) months if because of construction, and absent of twenty-four (24) months if the layoff was due to technological change as provided in 20.03(e).
- (f) The employee is absent exceeding six (6) months because of illness or injury not compensable under the Employer's Insurance Company of Nevada (EICON).

#### **20.06. Notification.**

An employee who is to be recalled to work by the Employer under Section 20.03 shall be notified to return to work by the Employer advising the employee by telephone, certified mail return receipt requested, or other available means of communication of the date and time the employee is to report, and by confirming such communication by certified mail return receipt requested to the employee's current address of record on file with the Employer. A copy of the confirmation letter shall be sent to the Union. Reasonable advance notice must be given an employee being recalled. If such employee fails to report to work within forty-eight (48) hours after the time specified for the employee to report, the employee's seniority and continuous service shall be terminated, and the Employer shall be free to hire a replacement in accordance with Article 2 of this Agreement.

#### **20.07. [INTENTIONALLY OMITTED].**

#### **20.08. [INTENTIONALLY OMITTED].**

#### **20.09. Branded, Fine Dining Venues.**

##### **1) Scope**

a) This Article shall apply to i) Employer-operated, new or redesigned branded and/or fine dining venues (including lounges within dining venues) in which the Employer is the sole employer of bargaining unit employees covered by this Agreement ("Employer Operated Venues"); ii) new, branded and/or fine dining venues that are operated by a third party that directly hires employees ("Outside Operated Venues"). Where applicable, references in this Article to the Employer shall be deemed to reference the Outside Operator.

b) Notwithstanding Section 1(a) above, the following will not be covered by the terms and conditions of this Article:

- (i) All Nightclubs
- (ii) All Ultra Lounges – Culinary Union positions only. (Positions generally covered by Bartenders Union, Local 165 will be covered by this Article)

The above excluded venues shall be governed by existing practices and/or Article 29, and shall not be governed by Article 20.

##### **2) Notice to Union**

a) The Employer shall give the union at least three (3) months' advance notice before the opening of a covered venue. At the time of notice, if the Employer intends to have a third party operate a venue and pay benefit contributions, the Employer shall provide an Employer Operator signed Memorandum of Agreement stating benefit payment obligation in the form shown in paragraph 12 of this Section. If the Union requests, the Employer shall meet with the Union to explain the concept of the venue, its size, location, style of service and expected requirements for employees. If the Employer fails to give this required advance notice to the Union, or does not honor the Union's request to meet to discuss the venue, then the Employer may delay the opening of the venue so as to comply with the notice requirement. Otherwise, the remaining provisions

of this section shall not apply to the venue and the venue shall be staffed in strict compliance with all terms and conditions of the Collective Bargaining Agreement.

**3) Classifications**

a) The Employer shall have the right to combine existing classifications (including but not limited to Bartenders serving food), and to determine qualifications for each. If a new classification is needed in order to meet the service standards of the new venue, the Employer and the Union shall meet to negotiate said position and wage rate.

**4) Bidding**

a) **Positions filled by Bidding**

All bargaining unit positions within Employer Operated and Outside Operated Venues will be posted for bid.

b) **Locations and Content**

- (i) Bids shall be posted throughout the Employer's premises in all locations where the Employer usually posts notices for bargaining unit employees, including electronic bulletin boards or computer terminals.
- (ii) The bid will indicate the title of the position, duties and responsibilities, and a summary of qualifications applicants are required to possess.
- (iii) The bid will prominently state that bidders will be required to pass a test.

c) **Bidding During Absence**

(i) During the posting period, employees on leave of absence or vacation will be able to request management to enter their names as bidders for positions (which the employee shall specify) posted for bid during their absence, and the Employer will honor the requests, provided, however, that management shall have no obligation to notify any employee of available positions other than as explicitly provided herein.

**5) Information/Study Guides**

a) In an effort to give potential bidders an in-depth and clear understanding of the special concept for the venue, a Brochure and/or Study Guide about the venue will be developed and distributed to interested employees at least thirty (30) days in advance of bidding. Such materials will include information as to the history of the venue, its style, standards of service, wine knowledge, menu and ingredients, skill requirements, and any other items that are required knowledge to pass the test.

b) The Brochure and/or Study Guide will allow potential bidders/candidates, thirty (30) days in advance, the opportunity to obtain the required skill sets prior to any job vacancies being posted, and before any tests are administered. In the event the Employer cannot meet the thirty (30) day timeline, the Union agrees to meet with the Employer to discuss the timeframe and resolution.

**6) Training**

a) If special skills are required of any bargaining unit employees (including, but not limited to, Bartenders), the Employer will make available a training program thirty (30)

days in advance of the skills being added to job duties in existing and/or new job classifications. In the event the Employer cannot meet the thirty (30) day timeline, the Union agrees to meet with the Employer to discuss the timeframe and resolution. The Employer shall provide or cause a third party operator to provide all necessary menus, venue information, job descriptions and specific requirements to the Culinary Academy Las Vegas (CALV) at least 30 days in advance of testing in order to assist in developing the upgrade training. The Employer and/or third party operator shall meet with CALV to discuss the upgrade training for incumbent employees. The Employer and/or third party shall conduct informational meetings at least two weeks prior to upgrade training. The Employer shall give interested incumbent workers time off for the purpose of attending upgrade training. Incumbent Training shall be completed prior to commencement of Testing and/or Interviews.

- b) Training will be offered for pre-opening vacancies only. For post-opening vacancies, a Training Study Guide will be offered to bidders. Such materials will include all information necessary to pass the test.
- c) All on-the-job training provided for employees to improve their skill level in their current position will be paid. All training designed and offered to qualify current employees for opportunities in new, redesigned or branded venues will be unpaid and will be offered to current employees during their off days/times.

7) **Testing**

- a) **Tests Permitted**
  - (i) The Employer may conduct tests to determine qualifications. Such tests may include a combination of oral, written and demonstrative skills, as determined by the Employer. For each venue, a specific weight for each type of test administered for that venue will be assigned in advance by the Employer. The Employer shall retain sole authority to determine qualifications. At the conclusion of all tests and interviews for that venue, an overall pass/fail score of seventy-five percent (75%) will be established that combines percentage score for each type of test and for the interviews as a cumulative average.
- b) **Transparency**
  - (i) At least thirty (30) days in advance of the testing, the Employer will share with the Union all materials that will be used in the testing and the criteria that will be used for judging the aptitude and qualifications of those taking the tests and the methods for compiling, rating and ranking the results of the tests. In the event the Employer cannot meet the thirty (30) day timeline, the Union agrees to meet with the Employer to discuss the timeframe and resolution.
  - (ii) All assessments, ratings and rankings used to determine the qualifications of applicants shall be in writing.
  - (iii) Any component that is based on subjective assessment, such as interviews, shall be rated in a standardized form.
  - (iv) All of the foregoing materials concerning the testing process shall be preserved by the Employer and shared with the Union upon request.

(v) The Union employees shall not share any of the aforementioned information with any other individuals, including but not limited to other employees of the Union and any employee of the Employer or Outside Operator, except on a "need to know basis."

(vi) The Employer shall allow two (2) Union representatives or equivalent to the total number of interviewers or testers (whichever is greater) to be present to observe but not participate during all auditions and interviews of incumbent employees and outside applicants. Copies of all audition or interview documentation shall be made available to the Union representatives of all auditions or interviews. The Employer's failure to comply with preopening timelines shall constitute the Employer's agreement that incumbent training was inadequate.

c) **Review of Documents**

The Union officials will be entitled to inspect all of the records of the testing and bidding process, including any evaluation or rating forms or interview records, on request and up to three (3) business days prior to announcement of selections.

d) **Equal Treatment**

External applicants for employment in a venue will receive the same evaluation as existing bargaining unit employees, with the same standards for assessing aptitude and for compiling information, rating, and ranking applicants.

e) **Continued Seniority**

Incumbent employees who transfer to a third party operated venue will remain in the employer bargaining unit and shall have continued seniority rights in such unit as provided for in Paragraph 9 below.

**8) Selection**

a) Notwithstanding anything to the contrary in this Article, the Employer may, both pre-opening and post-opening, fill up to thirty percent (30%) of the tipped bargaining unit positions and thirty percent (30%) of the non-tipped bargaining unit positions, in each new venue with external applicants or existing non-bargaining unit employees. The remaining seventy percent (70%) will be filled through bidding by bargaining unit employees, provided they meet the qualification standards required by each venue, to include testing, evaluation and interviews, and as otherwise provided in Section 9 below. The Employer may if it chooses fill more than seventy percent (70%) of the positions in the group of non-tipped classification through bidding by bargaining unit employees, but that imbalance may not be used to offset an imbalance in the group of tipped classifications in favor of employees from outside the bargaining unit, and vice versa. If there is not a sufficient supply of qualified candidates, the Employer may fill the remaining portion of the seventy percent (70%) by any source.

b) Positions will be awarded in order of seniority to bidders who have received a passing score on all tests, regardless of their respective score.

c) Pre-opening vacancies in the seventy percent (70%) of positions may be filled only by qualified bidders/candidates who have successfully passed all testing, interview and evaluation criteria. Positions will be awarded in the following order of preference:

- (i) Qualified bargaining unit employees within the same classification (excluding probationary employees) who had worked in the predecessor venue immediately before its closing or substantial curtailment of operations.
- (ii) Qualified current bargaining unit employees within the same classification, in any venue within the property.
- (iii) Qualified current bargaining unit employees in other classifications.
- (iv) Current non-bargaining unit employees, and external candidates.

d) Post-opening vacancies in the seventy percent (70%) of positions may be filled only by qualified bidders/candidates who have successfully passed all testing, interview and evaluation criteria, in the following order of preference:

- (i) Current bargaining unit employees within the same classification, within the venue.
- (ii) Qualified current bargaining unit employees within the same classification, in any venue within the property.
- (iii) Qualified bargaining unit employees in other classifications.

e) **Hiring for Replacement Venues** - During the duration of the new collective bargaining agreement, the Employer may, both pre-opening and post-opening, fill up to ten percent (10%) of the tipped bargaining unit positions and ten percent (10%) of the non-tipped bargaining unit positions in a replacement venue with external applicants or existing non-bargaining unit employees. This means that the Employer shall fill the remaining ninety percent (90%) of any openings in a replacement venue covered by this Section (excluding Day and Night Clubs and certain employees in Ultra Lounges as noted above in paragraph 1(b)) with venue incumbent Food & Beverage employees (those employed in the previous venue at the time of its closure), provided they meet the qualification standards required by each venue (including testing and evaluation as provided in this Section). Specifically, when the Employer replaces an existing venue with a new fine dining, or ultra/gaming lounge venue, each employee working in the existing venue at the time of the closure will be provided with an opportunity to train to become qualified to work in the new venue. If there remain open positions in the replacement venue within the ninety percent (90%), then those positions shall be posted for bid for property incumbent employees pursuant to Section 20.04 (a) and (b) of this Agreement and shall be awarded based on seniority provided the employee meets the qualification standards required by each venue (including testing and evaluation as provided in this Section). Shifts and stations shall be awarded in accordance with Paragraph 11 of this Article 20.09. If there is not a sufficient supply of qualified candidates, the Employer may fill the remaining portion of the ninety percent (90%) by any source.

**9) Seniority**

**Seniority and Retention** – Incumbent and new hire employees transferred to or hired in a venue shall have the following seniority and retention rights.

Definitions:

For the purposes of this Article 20.09 the following definitions shall apply:

"Group Seniority" shall mean a classification seniority list that covers employees in more than one venue.

"Room Seniority" shall mean a classification seniority list that is limited to employees in one venue.

"Venue Incumbent" shall mean an employee employed in the venue at the time of closure.

"Property Incumbent" shall mean an employee employed by the Employer in the bargaining unit at the Property at the time the employee bids for employment in a new venue.

"Caesars' Affiliated Property Employees" shall mean an employee employed by Caesars Properties in the greater Las Vegas area in the bargaining unit at the time when the employee bids for employment in the new venue.

"New Hire" shall mean a person hired to work in the new venue who is not an incumbent at the time of hire.

"Classification" shall mean the classifications listed in Exhibit 1 of the collective bargaining agreement; if a venue uses other nomenclature, the classification that is most equivalent to a position in Exhibit 1 shall be utilized.

"Employer" or "Property" shall mean the Hotel and Casino where the venue is located, not a particular venue.

"Operator" shall mean a third-party operator of a venue.

"New Venue" shall mean a venue that does not currently exist at the property.

"Replacement Venue" shall mean a venue that replaces a venue that previously existed.

"House Seniority" shall have the same meaning as set forth in Article 20 of the collective bargaining agreement.

"Day 1" shall mean the date on which a venue has its full public opening.

- a) Seniority within each covered venue will be considered separate and distinct from any other venue, except as otherwise provided in this Article.
- b) Seniority for the opening of a venue will be established as follows:
  - (i) Existing bargaining unit employees who transfer into a different venue shall have their house seniority and continuous service recognized for vacation and layoff purposes, subject to Section 11.
  - (ii) Existing bargaining unit employees who transfer within their existing classification shall retain their then-existing classification seniority and shall continue to accrue classification seniority.
  - (iii) Existing bargaining unit employees who transfer from a different classification will receive classification seniority as of Day 1, and will continue to accrue such seniority. Seniority will be determined by lottery or analogous manner.
  - (iv) Existing non-bargaining unit and external candidates who transfer and/or are hired into the venue will receive house and classification seniority as of Day 1, and will continue to accrue such seniority. Seniority will be determined by lottery or analogous manner subordinate to the lottery of the previous section.
- c) Seniority during operation of the venue:
  - (i) Existing bargaining unit employees who transfer into a different venue shall have their house seniority and continuous service recognized for vacation and layoff purposes, subject to Section 11.
  - (ii) Existing bargaining unit employees who transfer within their existing classification shall retain their then-existing classification seniority and shall continue to accrue classification seniority.
  - (iii) Existing bargaining unit employees (“property incumbents”) who transfer from a different classification will receive classification seniority as of the date of transfer, and will continue to accrue such seniority. The property incumbents shall all have greater seniority than Caesars’ Affiliated Property Employees.
  - (iv) Those Caesars’ Affiliated Property Employees who transfer into the new venue into a seniority group classification by promotional bid will participate in a lottery among themselves to determine their classification seniority. The participants in this lottery shall all have greater classification seniority than new hires.
  - (v) Existing non-bargaining unit and external candidates who transfer and/or are hired into the venue will receive house and classification seniority as of as of the date of transfer/hire, and will continue to accrue such seniority.
  - (vi) Notwithstanding anything in Sections 8 or 9, there shall be no bumping into or out of any venue covered by this Article or any existing branded and/or fine dining outlet (including lounges within such outlets), including but not limited to in the event of a layoff, except for provisions contained in this article.

- (viii) Group Seniority Employees shall have the opportunity to classification bid out of an Employer Operated Venue or Owner Operated Venue after 18 months. Seniority shall be considered as accumulated classification seniority with the Employer, Employer Operated venues and Owner Operated venues.
  - (ix) Room Seniority Employees shall have the opportunity to promotional bid out of an Employer Operated Venue or Owner Operated Venue. Seniority shall be considered as accumulated seniority with the company, Employer Operated venues and Owner Operated venues.
  - (x) New hire (non-incumbent) Employees may only bid out of an Employer or Owner operated venue by promotional bid.
- d) Seniority when venue closes:
- (i) Incumbent Group Seniority Employees may bump within the seniority group in accordance with Section 20.03(d) of the CBA. If they are unable to bump into a regular position, they will be laid off with the same rights to recall and extra work as other employees in the seniority group, in accordance with house seniority.
  - (ii) Incumbent Room Seniority Employees may not bump other employees except they may bump other employees in non-Branded Fine Dining venues within the same classification. Other than described in the preceding sentence, they shall be offered extra work in their classification for which they are qualified after the work has been offered to laid-off employees and steady extra board employees. They may promotionally bid on any available position with the Employer or apply for open positions with another Operator.
  - (iii) New Hire Group Seniority Employees will be transferred to the bottom of the Employer's steady extra board in the same classification as they held with the Operator, with the order of placement among them determined by house seniority with the operator. Such employees will begin to accrue house seniority with the Employer on the date of transfer/placement to Extra Board. They shall be offered extra work in their classification for which they are qualified after the work has been offered to laid-off employees, steady extra board employees and laid-off incumbent seniority group employees. They then may promotionally bid on any available position with the Employer or apply for open positions with another Operator. All New Hire Seniority Group Employees must pass the Employer's drug test and background check before taking a position outside of the original venue in which they were hired (including a position on a steady extra board).
  - (iv) New Hire Room Seniority Employees have priority after incumbent room seniority employees for any vacancies on a steady extra board within a food and beverage classification for which they are qualified. Such vacancies will be offered to them in order of their house seniority. They shall be offered extra work in their classification for which they are qualified after the work has been offered to laid-off employees, steady

extra board employees and laid-off incumbent room seniority employees. They then may promotionally bid on any available position with the Employer or apply for open positions with another Operator. All New Hire Room Seniority Employees must pass the Employer's drug test and background check before taking a position outside of the original venue in which they were hired (including a position on a steady extra board).

- e) Seniority When Employer Takes Over Operation of Venue
  - (i) **Venue Incumbent Seniority Group Employees** keep their shift, stations and house and classification seniority with the Employer.
  - (ii) **Venue Incumbent Room Seniority Employees** keep their shift, stations and house and classification seniority with the Employer.
  - (iii) **New Hire Seniority Group Employees** who are Full-Time stay in their shifts and stations and get a new House and Classification seniority date effective the day of takeover with the Employer, and are placed in their current seniority order from the operator but at the bottom of the FT seniority list for the Employer. Part time/steady extra employees in the venue are placed in their current seniority order from the Operator at the bottom of the hotel casinos steady extra board by classification, and get a House and steady extra seniority number as of the date of takeover. The Employer honors the original date of hire from the operator for vacation purposes only.
  - (iv) **New Hire Room Seniority Employees** keep their shift, stations within the room and get a new House and Classification seniority date effective the day of takeover with the Employer. Part-Time/Steady Extra employees in the room remain in the room with their current part-time/steady extra number and get a new House seniority date effect the day of takeover with the Employer. The Employer honors the original date of hire from the operator for vacation purposes only.

Notwithstanding the above, the Employer need not rehire any employee with a Final Written Warning at the time the Employer takes over operation of the venue. In addition, the Employer need not rehire any New Hire Employee who does not pass all pre-employment requirements at the time the Employer takes over operation of the venue or who had previously been marked as a "No Rehire" from any Caesars Entertainment property. The previous sentence does not apply to Venue Incumbent Seniority Employees.

#### **10) Probationary Period**

The probationary period shall be the first sixty (60) days following the opening of a new venue to the public. Bargaining unit employees who transferred into the venue and are voluntarily or involuntarily released during their probationary period shall have the right to bump back into their prior positions without loss of seniority. The probationary periods post-opening shall be

those specified in Section 20.01 for new hires and in Section 20.04 for incumbent transferees. In the first sixty (60) days following the opening of a new venue to the public, the Employer may assign shifts, stations and days off at its discretion; provided that existing bargaining unit employees who transfer into the venue from full-time positions must be scheduled first for full-time positions in order of seniority, to the extent full-time positions are available. No later than fifty (50) days after the public opening date, all shifts, stations and days off shall be put up for bid. All bids will be awarded by no later than the sixty-first (61<sup>st</sup>) day following the public opening date. Bidden shifts will be effective by the third (3<sup>rd</sup>) posted schedule following the award of bids.

#### 11) Third Party Memorandum

#### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Employer"); \_\_\_\_\_ (hereinafter referred to as "Operator"); and the Local Joint Executive Board of Las Vegas (composed of Culinary Workers Union Local 226 and Bartenders Union Local 165) (hereinafter referred to as the "Union").

1. This Memorandum of Agreement sets forth the relationship between Employer, Operator and the Union. Employer will contract with Operator to operate a \_\_\_\_\_ facility on the premises of Employer to be operated under the name \_\_\_\_\_ (hereinafter referred to as "the Venue"). Employer and the Union are parties to a currently effective collective bargaining agreement (hereinafter referred to as the "Agreement"), which contains provisions relating to such operations, in particular section 29.01.
2. The Venue will be covered by the Agreement and the employees in the venue will remain in the Employer's bargaining unit (subject to the provisions of Section 20.09 of the Agreement). Operator will directly employ the employees who will perform the food and beverage preparation and service functions for the Venue (hereinafter referred to as the "employees"). As such, the employees will be on the payroll of Operator and Operator will be responsible for paying the wages of the employees, and providing all employee benefits. Operator will also employ the managers and supervisors who will directly oversee the work of the employees. Notwithstanding the foregoing, Employer will at all times hold and exercise full control over the terms and conditions of employment of all of the employees, as required by Section 29.01 of the Agreement, and, subject to the last sentence of this paragraph, will be responsible to remedy any and all actions or omissions by the Operator which violate the Agreement. The Employer hereby waives any and all defenses to the Union's assertion of such responsibility provided that the Employer may defend on the merits a grievance asserting such a violation by the Operator. Although Operator will not be a signatory to the Agreement, Operator will operate the Venue strictly in accordance with the provisions of the Agreement and agrees to adopt and use the grievance/arbitration procedures in the Agreement to resolve disputes over the application and enforcement of the Agreement. The Union agrees that it will first attempt to resolve any such disputes with the Operator before seeking resolution from the Owner. The Union shall give the

Employer written notice of an alleged violation of the Agreement by the Operator within 14 days of the alleged violation or within 14 days after the Union should reasonably have become aware of the alleged violation. Thereafter, the Union shall provide the Employer with quarterly written updates advising it of the status of the Union's efforts to resolve the dispute with the Operator.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this    day of   , 20   in Clark County, State of Nevada.

**EMPLOYER**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**OPERATOR**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LOCAL JOINT EXECUTIVE BOARD  
OF LAS VEGAS**

By: \_\_\_\_\_

Its: President \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: Secretary-Treasurer \_\_\_\_\_

Date: \_\_\_\_\_

**ARTICLE 21: GRIEVANCES AND ARBITRATION**

**21.01. 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 Section 22.01 or 22.03 shall not be subject to the Grievance and Arbitration Procedure.

**21.02. Time Limit for Filing Grievance.**

(a) 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, provided that a grievance filed on behalf of an employee who has used the Step One Process without resolution shall be filed within twenty (20) calendar days after the conclusion of the Step One Process. 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.

(b) As used in this Article, the term "workdays" means the days Monday through Friday, inclusive, but excluding any holiday set forth in Section 12.01.

### **21.03. Procedure for Adjusting Grievances.**

All grievances shall be adjusted exclusively in the following manners:

1. 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 shall, within five (5) 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.

The Parties agree to jointly provide required Step One training at eighteen (18) month intervals for new management (including third party operators involved in the administration and application of this Agreement) and shop stewards.

2. **BOARD OF ADJUSTMENT.** Any unresolved grievance shall be reduced to writing and scheduled for hearing by a Board of Adjustment within fifteen (15) calendar 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.

3. **EXPEDITED ARBITRATION.** A grievance regarding the discharge of an employee(s) not resolved by the Board of Adjustment may be referred to expedited arbitration by written notice from the party who filed the grievance within fifteen (15) calendar days of the Board of Adjustment. In a case involving Sexual Harassment discharge, the parties shall use the Formal Arbitration provision contained in this Article. All other (non-discharge) unresolved grievances

may be referred to expedited arbitration within the same time period upon mutual agreement of the parties. In expedited arbitrations under this subsection, no legal counsel shall be used. No court reporter shall be used. No briefs may be submitted but the case may be argued orally after evidence is taken. The arbitration proceedings must be continuous to a conclusion. A day of hearing shall begin at 9:00 a.m. and end no earlier than 5:00 p.m. unless the hearing is finished sooner. The arbitrator must render a bench decision immediately following the close of the hearing followed by a concise written decision within seven (7) calendar days of the close of the hearing. Each party will bear its own costs and will share equally the fees and expenses of the arbitration. If, regarding non-discharge grievances, the parties do not mutually agree to expedited arbitration, the matter may be referred by the party filing the grievance to the formal arbitration procedure set forth in (b). Such referral shall be made within fifteen (15) calendar days of the parties' inability to agree to expedited arbitration.

4. **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 of 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. Except in discharge cases, the expenses and fees of the Arbitrator shall be shared equally by the Employer and the Union. In discharge cases the expenses and fees of the Arbitrator, and of the Court Reporter, if any, shall be paid by the party losing the arbitration.

Where, in a discharge case, reinstatement is ordered by an arbitrator with less than full back pay, the costs of arbitration shall be divided evenly between the parties.

#### **21.04. Extension of Time Limits.**

The time limits and other provisions set forth in this Article 21 may be extended or waived by mutual agreement of the parties.

#### **21.05. Mediation.**

The Employer and the Union will establish a nonprofit corporation, to be qualified as tax-exempt under 28 U.S.C. § 501(c)(3), to provide private mediation services to the Employer and the Union. The cost of establishing and operating the corporation shall be borne equally by the Employer and the Union. The Board of Directors of the corporation shall be an equal number of appointees by the Employer and by the Union. The corporation shall employ an experienced mediator as its executive director. The initial executive director shall be a well-qualified mediator, such as a retired FMCS mediator or a former United States Magistrate Judge. The corporation shall make the executive director's services available as needed to the Employer and the Union. Either the Employer or the Union may refer any grievance not resolved at a board of adjustment to mediation within the same time limit applicable to referring the grievance to arbitration. If the executive director declares the mediation to be unsuccessful, either party may

thereafter refer the grievance to arbitration within the same time limits applicable to referring an unresolved grievance to arbitration following a board of adjustment.

## **ARTICLE 22: NO STRIKES - NO LOCKOUTS**

### **22.01. No Strikes.**

During the term of this Agreement, neither the Union collectively nor employees individually will engage in any no-work stoppages, picketing, sympathy strikes or any other form of economic action or interference with the Employer's business except as authorized in Sections 22.03 and 22.04.

### **22.02. No Lockouts.**

(a) During the term of this Agreement, the Employer will not lock out any of the employees in the bargaining unit covered by this Agreement, except where the employees have the right to refuse to cross the picket line under Section 22.03.

(b) Except for Employer claims of a breach of Article 22, No Strikes - No Lockouts, if either party alleges that there is a breach of this contract which significantly affects labor peace, the matter will go to expedited arbitration.

### **22.03. Picket Lines.**

Refusal of an employee to cross a bona fide picket line sanctioned and approved by the Local Joint Executive Board of Las Vegas and UNITE HERE International Union shall not be construed to be a breach of this Agreement; provided that the foregoing provisions of this Section shall not be applicable with respect to:

(a) Any picket line established for organizational or recognition purposes or any picket line, economic or otherwise, of any union which as of the effective date of this Agreement does not have in effect a collective bargaining agreement with the Employer.

(b) Any picket line established as a result of a labor dispute between an employer other than the Employer party hereto and a union other than a Union party hereto.

(c) Any picket line established as a result of a labor dispute between the Employer party hereto and a union which currently has a collective bargaining agreement with the Employer unless and until such picketing has been in effect on a continuing basis, twenty-four (24) hours a day, for ninety (90) days.

### **22.04. Arbitration Awards.**

In the event the Employer fails to comply with an arbitration award and does not either seek judicial review of the award within the period of time required by law to obtain such review or comply with the award within such time period, the Union shall have the right to strike. In the event of a monetary award by an Arbitrator, the appropriate sum of money shall be placed in an escrow bank account, paying interest at not less than the rate provided by Nevada law on judgments obtained under Nevada law. In the event the award is sustained by the court, said interest shall be distributed to the appropriate employees on a pro rata basis.

## **ARTICLE 23: MANAGEMENT RIGHTS AND RESPONSIBILITIES**

### **23.01. Rights to Manage.**

The right to manage the Employer's business and the direction of its employees, including, but not limited to, the following rights, are reserved to the Employer. Such rights include the right to direct, plan and control operations, to determine the number of employees to be employed, and to determine the means, methods and schedules of operations. The Employer shall have the sole right to direct and control its employees. The Employer reserves the right, which is hereby recognized by the Union, to initiate any action toward any employee, including, but not limited to, reclassification, retention, scheduling, assignment, promotion, transfer, layoff and/or rehire. Seniority, among other factors, will be considered by the Employer when making these decisions. All of the foregoing rights are reserved to the Employer except to the extent they may be contrary to or inconsistent with the terms and conditions of this Agreement.

### **23.02. 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 24: COURT APPEARANCE AND JURY DUTY**

### **24.01. Court Appearance.**

Employees required to appear in court, administrative proceedings, or at the police department on behalf of the Employer during their normal working hours shall receive their straight-time rate of pay for hours lost from work, less witness fees received. If an employee appears in court, administrative proceedings, or at the police department on behalf of the Employer on his/her days off or after normal working hours, the employee shall receive his/her straight-time rate of pay for the hours spent in such appearance, less the witness fees received, but such time shall not be considered as time worked for any purposes under this Agreement.

### **24.02. Jury Duty.**

A regular or a relief employee who has completed the probationary period, as defined in Article 20.01, and who is required to serve on a jury, and loses work time because of such service, shall be paid the difference between the jury fee received and his/her straight-time rate of pay for not more than eight (8) hours per day. This Section shall apply only with respect to an employee's regularly scheduled days of work and shall not be applicable with respect to days on which the employee was not scheduled to work. Payment for such service hereunder shall be limited to not more than thirty (30) days in any calendar year, or to not more than thirty (30) days in any thirty-six (36) month period if the jury duty service is voluntary. At the request of the Employer, the employee shall furnish satisfactory evidence of such service for which he/she claims payment hereunder. No employee, after having served on jury duty or having been required to stand by for same at the courthouse shall be required to report for work prior to eight (8) hours after

completion of his/her jury service, unless the employee's jury service ended in time for the employee to report for a regularly scheduled swing shift beginning not later than 4:00 p.m., and ending no later than 12:00 midnight. This Section shall not apply with respect to any jury summons received by an employee prior to his/her date of hire.

## **ARTICLE 25: HEALTH AND WELFARE**

### **25.01. 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 "Fund"). The parties hereto agree that the aforesaid trust agreement and any amendments shall be in effect during the period of this Agreement. The obligation of the Employer to make contributions to the Fund shall be solely as set forth in this Article 25 and in Section 27.03 of this Agreement.

The Employer agrees to contribute for each employee covered by this Agreement the sum of \$4.74 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, 2019, in accordance with the provisions of Section 27.03 of Article 27 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 packaged. 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 (15<sup>th</sup>) 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.

### **25.02. 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.

### **25.03. Acceptance of Trust.**

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust of Fund as may, from time to time, be amended, ("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 the 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 26: PENSIONS**

### **26.01. 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.

### **26.02. Contributions.**

Commencing June 1, 2018, said contributions shall be one dollar and twenty and a half cents (\$1.205) per hour worked. Said contributions shall be due and payable to the fund not later than the fifteenth (15<sup>th</sup>) 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, 2019 in accordance with the provisions of Section 27.03 of this Agreement.

### **26.03. Acceptance of Trust.**

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

### **26.04. Delinquent Contributions.**

Contributions to the Pension Trust Fund shall be delinquent after the fifteenth (15<sup>th</sup>) 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.

### **26.05. 401(k) Plan.**

Upon notification to the Employer by means of an appropriate authorization form executed by an employee, the Employer shall deduct from the wages of an employee an amount designated by the employee for contribution to a tax-deferred 401(k) Plan, and shall send such deducted amounts to the Plan. The Union is responsible for establishment of the Plan. The Employer shall in no way bear any costs associated with the Plan, except for deduction and sending of amounts as requested by the employee. The Employer shall make no contribution to the Plan.

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by

the Employer in reliance upon payroll deduction authorization forms submitted to the Employer for the 401(k) Plan.

## ARTICLE 27: WAGES

### **27.01. Established Wages.**

Except as provided otherwise in Sections 5.07(a), 27.02 and 27.04, classifications and wage rates for the term of this Agreement shall be as set forth in Exhibit 1 attached to and made a part of this Agreement.

### **27.02. Minimum Wages.**

No employee covered by this Agreement shall receive a wage rate, exclusive of gratuities, less than that provided by applicable state and federal wage laws. In the event that applicable state or federal minimum wage laws are increased, an automatic adjustment will be made on affected classifications in this Agreement to comply with the preceding sentence.

### **27.03.**

(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 the Base Wage Rate and/or to increase contributions to the Health and Welfare, Pension, Housing, Legal Services and/or Training Funds ("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.

<u>Date</u>	<u>Total Package Increase</u>
June 1, 2018	\$0.90 per hour
June 1, 2019	\$0.90 per hour
June 1, 2020	\$0.90 per hour
June 1, 2021	\$0.92 per hour
June 1, 2022	\$0.95 per hour

- (b) (i) Beginning with the Contract Year commencing on June 1, 2018 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 ÷ 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.

(iii) The parties have mutually agreed that classifications appearing on the Gaming Industry Tip Compliance Agreement (GITCA) with the Internal Revenue Service (IRS) and Banquet Servers shall receive wage increases designated for tipped classifications for the life of the agreement.

(c) Definitions.

“Contract Year” shall be from June 1 to May 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 June 1, 2018 shall be Eighteen Dollars (\$18.00) 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 25.01.

“Determination Period” shall mean the period commencing on April 1st of a particular year and ending on March 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.

**27.04. New Hire Progression**

(1) Employees hired prior to the date of ratification of this Agreement, who have not yet reached the 100% Hourly Rate set forth in the 2013 Collective Bargaining Agreement (Exhibit I – Wage Scales) as of the effective date of this Agreement will continue the wage progression established in the 2013 Collective Bargaining Agreement.

(2) Employees Hired After Date of Ratification

Employees hired after the date of ratification of this Agreement and who have worked in a hotel/casino with an unrestricted gaming license in any jurisdiction where the Employer holds an unrestricted gaming license in a Culinary/Bartender classification a minimum of two thousand

(2,000) hours in the thirty-six (36) month period preceding the commencement of their employment, may for the first ninety (90) calendar days of their employment be paid a rate equal to eighty percent (80%) of the full contract rate of pay for the employee's classification.

Thereafter they shall be paid a rate equal to one hundred percent (100%) of the full contract rate of pay for the employee's classification.

The Employer shall advise the employee of his/her obligation to furnish the Employer, within ninety (90) calendar days, with verification of the two thousand (2,000) hours of prior Casino Industry experience in a hotel/casino with an unrestricted gaming license in a jurisdiction where Employer holds an unrestricted gaming license experience in a Culinary/Bartender classification on a form to be mutually agreed upon by the parties. An employee who produces such verification after ninety (90) calendar days but before one hundred and eighty (180) calendar days shall be increased to one hundred percent (100%) at that time, but not retroactively.

a. Employees hired after the date of ratification of this Agreement who have not worked in a hotel/casino with an unrestricted gaming license in a jurisdiction where Employer holds an unrestricted gaming license in a Culinary/Bartender classification a minimum of 2,000 hours in the thirty-six (36) month period preceding the commencement of their employment may be paid as follows:

1. **New Hire Wage Rate.** Employees shall receive the New Hire (80%) wage rate listed in Exhibit 1 of this Agreement according to their respective job classification for the first twelve (12) calendar months of service.
2. **90% Wage Rate.** Employees shall receive the 90% Wage Rate listed in Exhibit 1 of this Agreement, according to their respective job classification, after twelve (12) calendar months of service. The 90% Wage Rate will be effective the first payroll period following the completion of twelve (12) calendar months of service.
3. **100% Wage Rate.** Employees shall receive the 100% Wage Rate listed in Exhibit 1 attached to this Agreement, according to their regular job classification, after twenty four (24) calendar months of service. The 100% Wage Rate will be effective the first day of the first payroll period following the completion of twenty four (24) calendar months of service.

## ARTICLE 28: OWNERS AND SUCCESSORS

### **28.01. Ownership.**

This Agreement shall cover all employees employed in classifications listed in Exhibit 1 in operations within the jurisdiction of the Union, in Greater Las Vegas, Nevada, which after the effective date of and during the term of this Agreement, are owned by, operated by or substantially under the control of the Employer. The term "Employer" shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of the Employer covered by this Agreement or a subsidiary of the Employer covered by this Agreement, or any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls the Employer covered by this Agreement. The term "operations" shall be deemed to include any hotel/casino, hotel, condo-hotel or condominiums,

or a facility that combines two (2) or more of these elements, in each case if the facility has more than sixty (60) rooms, any casino and bars and restaurants which are operated by the Employer or a joint venture in which the Employer has authority at least equal to any other joint venturer located outside but within one mile of hotel or casino facilities and including bars and restaurants which were formerly operated by a different entity, or a bar or restaurant that combines two or more of these elements. It does not apply to any other type of enterprise. With respect to any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls the Employer, it applies only to casinos, hotel-casinos and any operations as defined above that are in the same complex that includes casinos or hotel-casinos operated by the Employer covered by this agreement, or in the case of bars and restaurants operated by the Employer and located within one mile of a hotel or casino facility. Furthermore, it applies to joint-venture hotel-casinos and hotels operated by or majority-owned by the Employer and to joint-venture condo-hotels operated by the Employer (in each case, "Employer" as defined above is deemed not to include the joint venture itself).

#### **28.02. Successorship**

(a) In the event that the Employer sells, transfers, or assigns its 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 as a condition to any such sale, transfer or assignment, the Employer will obtain from its successor or successors in interest a written assumption of this Agreement including a promise that the successor or successors shall hire 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. The Employer further agrees that as a condition of any such sale, transfer or assignment, it will transfer to the successor(s) all of its completed Forms I-9 for bargaining unit employees employed as of the date of transfer, obtain from its successor(s) a written agreement that the successor(s) will maintain these Forms I-9 in lieu of completing new Forms I-9 for bargaining unit employees and furnish a copy of this agreement to the Union not less than thirty (30) calendar days prior to the closing of the transaction. If the Employer performs these promises, it shall be relieved of its obligations hereunder.

(b) This subsection applies when separate, unaffiliated entities own and operate the hotel-casino subject to this Agreement. It is recognized that the Owner of the hotel-casino and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement. It is also recognized that the Owner needs the flexibility to select from time to time the operating entity best suited to realization of the Owner's business objectives, and that this can be accomplished without injury to the interests of the employees in the bargaining unit. Therefore, Owner shall ensure that while Owner owns the business, the terms of any future operating agreement or management contract covering the hotel-casino shall specifically require a written assumption of this Agreement including a promise that the successor or successors shall retain the employees employed in each of the units represented by the Union (subject to changes in the level of staffing) and Owner shall furnish a copy thereof to the Union. Further, should Owner or a direct or indirect subsidiary of Owner sell or otherwise transfer a controlling ownership interest in all or any part of the business of the hotel-casino (in one or a series of related stock or asset transactions), or in the event there is a change in the form of ownership of

the hotel-casino or assets to which Owner is a party, Owner shall as a condition to such transaction obtain from the other party(ies) to the transaction who will take thereby any interest in the business or the assets used in the business a written assumption of this Agreement and furnish a copy of the assumption to the Union. Owner further agrees that, to the extent it has such documents, as a condition of any such sale, transfer, or assignment, it will transfer to the successor(s) completed Forms I-9 for all bargaining unit employees, obtain from its successor(s) a written agreement that the successor(s) will maintain these Forms I-9 in lieu of completing new Forms I-9 for bargaining unit employees ("I-9 Agreement") and furnish a copy of the I-9 Agreement (but not copies of the I-9s themselves) to the Union not less than 30 calendar days prior to the closing of the transaction. The foregoing obligation shall not apply where no such forms are required by domestic law or where applicable law mandates the successor, without regard to any voluntary election by the successor, to require bargaining unit employees to complete new I-9 forms, and shall not prohibit the successor(s) from taking reasonable actions and/or requiring employees to take reasonable actions to correct material omissions and errors in I-9 forms received from a predecessor. Nothing in this provision shall be construed to require the Employer or any successor to employ individuals who are not authorized to work in the United States, or to prohibit the Employer or any successor from conducting an E-Verify review of I-9 forms received from a predecessor if such E-Verify review is mandated pursuant to the Employer's or successor's status as a Federal Government contractor or by other provision of law.

(c) The Employer shall not divide or diminish the scope of the bargaining unit by contracting for the use of any space within the hotel-casino and within the control of the Employer for operations of any sort customarily performed by bargaining unit employees, including but not limited to food and beverage outlets; any such contracting may be done by the Employer only in accordance with the terms of this Agreement, including those concerning subcontracting, and this provision does not alter or reduce to any extent the Employer's rights under such provisions. Nothing in this subsection shall preclude an owner or any other party in interest from contracting for the use of space that is not controlled or managed by the Employer as an existing part of the hotel operation, or preclude the continued leasing of any space currently leased in the hotel-casino. The Owner shall not require the Employer to relinquish any part of the hotel-casino premises managed by the Employer except for use in operations that would not be covered by this Agreement if they were conducted by the Employer.

(d) If ownership of the operation is transferred in an involuntary transaction, the Employer shall deliver to the Union copies of the entire contents of the personnel files (excluding attorney-client privileged documents, investigatory materials and medical records) of all bargaining unit employees except those files which are delivered to the transferee because it has employed or has made a legally-binding commitment to employ the employees to whom the files pertain.

(e) The provisions of this Agreement prohibiting strikes shall be suspended upon the initiation of any proceeding to authorize the sale of the hotel in an action filed under Chapters 7 or 11 of the United States Bankruptcy Code or under Canada's Bankruptcy and Insolvency Act with respect to the hotel-casino or with respect to a business segment that includes the hotel-casino, or by delivery to the Employer of a notice of sale in foreclosure or other similar notice that the hotel-casino will be taken in a transaction that is not voluntary by the Employer, except

where prohibited by domestic law, and shall remain suspended unless and until the condition that caused the suspension has been resolved completely or the Union delivers a written waiver of the suspension. The Employer shall deliver written notice to the Union of a filing or notice covered by this subsection within five days after the Employer files or receives the petition or notice, and shall include a copy of the petition or notice.

(f) 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.

(g) The obligations of this section shall expire one (1) year following the expiration of this Agreement. During this one (1) year period, the obligations of this section shall be enforced through the procedures for arbitration provided elsewhere in this Agreement and the Union shall retain the power to seek injunctive relief through judicial action as provided in this section.

#### **28.03. Obligations on Successor Employers.**

This Agreement shall be binding upon the successors and assigns of the parties hereto. No provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of the Employer's interest, or any part thereof, in any establishment covered by this Agreement.

### **ARTICLE 29: SUBCONTRACTING AND SUBLEASING**

#### **29.01.**

It is recognized that the Employer and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement and employed on a regular basis. Therefore, no work customarily performed by employees covered by this Agreement shall be performed under any sublease, subcontract, or other agreement unless the terms of any lease, contract or other agreement specifically state that (a) all such work shall be performed only by members of the bargaining unit covered by this Agreement, and (b) the Employer shall at all times hold and exercise full control of the terms and conditions of employment of all such employees pursuant to the terms of this Agreement. The provisions of this Article apply to all operations on the Employer's premises covered by this Agreement, regardless of location or displacement of employees or prior use of the area occupied by such operations. The Employer and the Union may enter into a memorandum of understanding ("MOU") concerning the operation of any food and beverage venue by a third party but the provisions of this Agreement shall apply to such venue until such MOU is signed, provided however, that Article 25 shall always apply to the venue from the first hour worked by any employee in a bargaining unit position. Prior to any such work being performed, the Employer, the Union and the third party operator shall enter into an agreement solely requiring timely compliance by the third party operator with Article 25. Any sublease, subcontract, or other agreement for the performance of cleaning or janitorial services shall first require the approval of the Union. Notwithstanding the foregoing provisions hereof, the Employer may purchase from outside sources for use in its establishment convenience foods, prepared frozen foods, pre-mixed salads and peeled vegetables.

## **ARTICLE 30: INTRODUCTION OF NEW EQUIPMENT AFFECTING BARGAINING UNIT JOBS**

### **30.01.**

Whenever the Employer proposes to introduce new equipment which may affect the terms and conditions of work or the wages of employees in classifications covered by this Agreement, the Employer shall advise the Union in writing sufficiently in advance of the proposed date of introduction of such equipment to enable the Union, if it so desires, to discuss with the Employer the possible effects of the introduction of such equipment upon employees. Upon request by the Union, the Employer will meet with it for the purpose of discussing the possible effects of the introduction of such equipment on such employees. The Employer will not introduce any such new equipment until it has afforded the Union a reasonable opportunity to discuss with the Employer all aspects of the possible effects upon such employees of the introduction of such equipment, including the possibility of alternative bargaining unit employment for the affected employees. Any unresolved disputes concerning the effects upon such employees of the introduction of such new equipment shall be subject to the grievance and arbitration provisions of Article 21.

## **ARTICLE 31: LABOR-MANAGEMENT COOPERATION**

### **31.01.**

The Employer and the Union have entered into this Agreement, and the changes embodied herein, for the purpose of establishing a more cooperative and more flexible relationship among the Employer, the Union, and the employees. The Employer shall not apply the provisions of this Agreement in an arbitrary or unfair manner. The Union will administer the Agreement fairly toward the Employer. To further these objectives, the parties agree to consider methods of encouraging such a relationship during the life of this Agreement, including, among other things, regular meetings if requested by the Union between Union Representatives and appropriate management officials with authority for the purpose of discussing problems, employee suggestions, methods of improving morale or productivity, and other subjects.

### **31.02.**

The Employer and the Union agree that good employee morale is in the best interests of all parties. In order to encourage good morale and productivity, the Employer agrees, upon request by the Union, 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 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.

Both the Employer and the Union shall give good faith consideration to the views of the employees expressed in the meetings.

Such meetings shall initially be held in the Housekeeping Department. After a trial period of at least six (6) months in Housekeeping, such meetings shall upon request by the Union be held in other departments.

### **31.03. Efficiency/Time and Motion Study.**

In the event the Company decides to conduct an efficiency/time and motion study for any Classification, whether the study is conducted internally or by an external company, the Company shall provide the Union with a two (2) week notice of such a study. Representatives of the Union shall be allowed to observe all steps of the process, including the discussions on implementation, and the implementation itself. If the Company proposes any changes as a result of the study, then the Company shall notify the Union of such changes and the parties shall meet to discuss the changes before they are implemented.

## **ARTICLE 32: TRAINING PROGRAM**

### **32.01. Training Fund.**

Effective June 1, 2007, the parties agree to participate in the Southern Nevada Joint Management Culinary & Bartenders Training Fund. Effective June 1, 2018, the Employer agrees to contribute to the Southern Nevada Joint Management Culinary & Bartenders Training Fund in the amount of seven and a half cents (\$0.075) per hour for each hour worked. One-half Cent (\$0.005) is hereby earmarked for the sole use of a program for recruitment, promotion and mentoring of a diverse workforce. 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, 2019, in accordance with the provisions of Section 27.03 of this Agreement.

Contributions to the Training 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 Training Fund's Trust Agreement and Plan and any subsequent amendments thereto.

## **ARTICLE 33: HOUSING**

### **33.01. 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 effective June 1, 2018. 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, 2019 in accordance with the provisions of Section 27.03 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 34: LEGAL SERVICE FUND**

### **34.01. Legal Service Fund.**

The parties agree to jointly establish and participate in a fund for the purpose of providing the assistance of legal counsel to: 1) bargaining unit employees in tipped classifications who are subjected to audits of their tip income by the Internal Revenue Service; and 2) to all bargaining unit employees, their families and dependents in family law, landlord-tenant, immigration, debt collection and relief, and similar matters; however, the Legal Service Fund may not and will not provide any legal counsel assistance relative to any claim, action, lawsuit or other complaint against the Employer. The fund shall at all times meet the criteria of 302(c)(8) of the Labor-Management Relations Act, 1947 and contributions thereto shall be tax-deductible by the Employer. The Employer shall contribute \$0.005 per hour for each hour worked effective from June 1, 2018 through May 31, 2019 and \$0.015 per hour for each hour worked effective from June 1, 2019 through May 31, 2020. 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, 2020 in accordance with the provisions of section 27.03 of this Agreement.

Contributions to the Legal Service Fund shall be delinquent after the fifteenth (15<sup>th</sup>) 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 Legal Service Fund's Trust Agreement and Plan and any subsequent amendments thereto, so long as the Trust Agreement and Plan are consistent with provisions of this Section 34.01 above. 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 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 35: BUSINESS CLOSING/REDEVELOPMENT**

### **35.01. Employer Obligations.**

If the Employer closes substantially all of the business covered by this Agreement for the purpose of redevelopment, the terms and conditions set forth in this Article shall apply.

### **35.02. Salary Continuation.**

(a) The Employer will pay to eligible employees in the bargaining unit salary continuation in the applicable amount and for the applicable period set forth below.

(b) In order to be eligible for salary continuation, the employee 1) must have been continuously employed by the Employer as a full-time or steady extra bargaining unit employee for at least one (1) year before the date of layoff; and 2) must be laid off by the Employer either (i) upon or following the closing of the business; or (ii) in the ninety (90) days prior to the date of closing. Any employee who voluntarily quits/resigns his/her employment with the Employer, or who is terminated for cause by the Employer, shall not be eligible for salary continuation. For purposes of this Article, "Affiliated Properties" shall include only Bally's Las Vegas, Caesars Palace, Flamingo Las Vegas, Harrah's Las Vegas, Paris Las Vegas, the Rio, Planet Hollywood, Linq, Cromwell and any hotel or hotel-casino, condo-hotel or condominiums, or a facility that combines two (2) or more of these elements, that the Employer owns, develops or operates on the site of the business covered by this Agreement.

(c) Eligible employees shall receive salary continuation, payable on a bi-weekly basis, in a gross amount equal to the employee's base hourly wage rate as of the date of layoff times the average number of the employee's compensable hours in the six (6) months preceding the employee's layoff. For example, an employee whose base wage rate at the time of layoff is Ten Dollars (\$10)/hour and who has averaged thirty-two (32) compensable hours per week in the six (6) months prior to the date of layoff shall receive salary continuation at the gross rate of Three Hundred Twenty Dollars (\$320)/week. Contributions to health and welfare, pension, training and other funds shall be made on behalf of eligible employees during the salary continuation period in accordance with the Collective Bargaining Agreement, with the hours on which salary continuation is based deemed "hours worked," and with such contributions to be applied towards the caps in Section 35.02(d)(5). During the salary continuation period, Employees shall not accrue or earn vacation or be entitled to any benefits generally applicable to employees who are active or on layoff status. Salary continuation shall be subject to tax withholding.

(d) Salary continuation for eligible employees shall commence on the day following the date of layoff, and shall continue until the occurrence of the earliest of the following events:

1. The date the employee commences employment in any position at an Affiliated Property, provided that if the amount of the employee's gross wage and benefit compensation is less than the full salary and benefit continuation amount, salary continuation shall be paid at the rate of the difference between the two amounts;

2. Ten (10) calendar days following the date that the employee is offered a position in the same classification at an Affiliated Property, unless the employee has accepted the offer of employment;
3. If each Affiliated Property or its Employment Center has not received an application from the employee for each vacant position in a comparable classification at an Affiliated Property, within ten (10) calendar days of the date of the posting of the position at [www.caesarsjobs.com](http://www.caesarsjobs.com) and on a jobs "hotline" to be established by the Employer, provided that 1) the position was continuously posted for the ten (10) calendar day period and 2) another individual was not offered the position during the ten (10) calendar day period;
4. If an employee who has applied for a vacant position in a comparable classification at an Affiliated Property fails to complete the application, interview, processing, and orientation when scheduled, provided that another individual was not offered the position prior to such failure; or
5. The employee has been paid salary continuation in the applicable gross amount set forth below:

<u>Years of Continuous Service At Property with Employer And With Predecessor Employer</u>	<u>Salary and Benefit Continuation Cap</u>
20 or more	\$12,500.00
15-20	\$10,000.00
10-15	\$ 7,500.00
5-10	\$ 4,000.00
1-5	\$ 2,500.00
Less than one year	\$1,250.00

Qualifying steady extra employees who averaged thirty (30) or more compensable hours per week in the year prior to closing would be eligible for the full applicable cap amount. However, the above caps shall be pro-rated, based upon a forty (40) hour workweek, for qualifying steady extra employees who averaged less than thirty (30) compensable hours per week in the year prior to closing. For example, the cap would be Three Thousand and Two Hundred and Fifty Dollars (\$3,750.00) for a steady extra with ten years' continuous service and who averaged twenty (20) hours per week in the year prior to closing.

### **35.03. Priority for Employment at Affiliated Properties.**

(a) For a period of one (1) year following the closing of the business ("Priority Hiring Period"), the Employer agrees to offer jobs at Affiliated Properties on a priority basis to bargaining unit employees who qualified for salary continuation and meet the requirements set forth below before such jobs are offered to any other individual not then employed at the Affiliated Property where the job is located.

(b) Employees hired by an Affiliated Property shall be considered new employees with no residual rights from their former employment, except that they shall retain house seniority for purposes of vacation eligibility only. This is not a recall of former bargaining unit employees.

(c) The Employer's obligation during the Priority Hiring Period is to offer employment to employees who are eligible for priority hiring into a vacant position at an Affiliated Property that is comparable to their job with the Employer as of the date of layoff, who have timely applied for the vacant position, and who meet all prerequisites for hiring in the position at the outlet/venue that has the vacancy. For purposes of this Article, "comparable" shall be defined as a position in the same classification or in an analogous classification. All vacant positions shall be posted at [www.caesarsjobs.com](http://www.caesarsjobs.com) and on a jobs "hotline" to be established by the Employer. If more than one (1) employee is eligible for priority hiring for a vacant position and has timely applied for the position, the Employer shall choose the employee/applicant based on classification seniority provided that the senior employee desiring transfer is qualified to perform satisfactorily the work on the shift and/or station applied for and meets all prerequisites for hiring in the position at the outlet/venue that has the vacancy. All employees covered by Article 35 shall have the opportunity to participate in Article 29, Section (6) and (7).

(d) An employee shall not be eligible for priority hiring at an Affiliated Property if he or she:

1. Did not qualify for salary continuation for any reason.
2. Is not qualified for any available position in a comparable classification.
3. Fails to report to the job interview at the Affiliated Property scheduled in writing sent to the employee's last known address. The interview shall be scheduled with at least seven (7) days' notice.
4. Rejects two (2) job offers made by an Affiliated Property.
5. Is scheduled to be incarcerated at any time during the Priority Hiring Period.
6. Is receiving or is eligible to receive retirement or disability benefits from the Social Security Administration.
7. Is receiving or has applied for disability retirement from the Southern Nevada Culinary & Bartenders Pension Fund.
8. Has been convicted of a felony after the closing of the business.
9. Fails to report for work when contacted by the Affiliated Property.

#### **35.04. Survival of Article.**

This Article shall be and remain in full force and effect until May 31, 2023, and shall survive the expiration or termination of this Agreement. At all times, and except as otherwise provided above, any disputes over the interpretation or application of this Article shall be resolved as

provided in Section 21.03(b) of the Agreement, regardless whether the Agreement is in effect or has expired by its terms.

#### ARTICLE 36: TERMINATION

##### **36.01. Termination.**

This Agreement shall be in full force and effect from June 1, 2018, to and including May 31, 2023, and from year to year thereafter unless sixty (60) days' written notice to change, modify or terminate is given by either party prior to May 31, 2023, or in any subsequent year thereafter.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2019, in Clark County, State of Nevada.

EMPLOYER – PARBALL NEWCO, LLC  
dba BALLY'S LAS VEGAS

BY: Gary Adler  
ITS: Regional President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: Monica Arguello Klein  
ITS: President  
BY: Troy Dunc  
ITS: Secretary-Treasurer

## EXHIBIT 1 – WAGE SCALES

CLASSIFICATION	Tipped	6/1/2017			6/1/2018			
		100%	90%	80%	100%	90%	80%	
<b>COOKS AND MISCELLANEOUS KITCHEN HELP</b>								
<b>Banquet Cook</b>								
Banquet Cook	22.211	19.990	17.769	22.867	20.580	18.294		
Sous Chef	22.105	19.894	17.684	22.761	20.485	18.209		
Second Cook	21.930	19.737	17.544	22.586	20.327	18.069		
Saucier	21.930	19.737	17.544	22.586	20.327	18.069		
Roast Cook	21.805	19.624	17.444	22.461	20.215	17.969		
Broiler Cook	21.805	19.624	17.444	22.461	20.215	17.969		
Fry Cook	21.486	19.337	17.189	22.142	19.928	17.714		
Carver	21.486	19.337	17.189	22.142	19.928	17.714		
<b>Relief Cook (to be paid scale of classification relieved)</b>								
Dishup	20.686	18.617	16.549	21.342	19.208	17.074		
Cook's Helper	20.242	18.218	16.194	20.898	18.808	16.719		
Vegetable Cook	20.505	18.454	16.404	21.161	19.045	16.929		
Vegetable Prep.	20.242	18.218	16.194	20.898	18.808	16.719		
Garde-Manger	21.574	19.416	17.259	22.230	20.007	17.784		
Head Pantry Person	21.392	19.253	17.114	22.048	19.843	17.639		
Pantry Person	21.042	18.938	16.834	21.698	19.528	17.359		
Grill Person (Pool Only)	20.686	18.617	16.549	21.342	19.208	17.074		
Asst. Pastry Chef	22.067	19.861	17.654	22.723	20.451	18.179		
Baker	21.792	19.613	17.434	22.448	20.203	17.959		
Baker's Helper	20.242	18.218	16.194	20.898	18.808	16.719		
Head Butcher*	Open	Open	Open	Open	Open	Open		
Head Butcher	22.211	19.990	17.769	22.867	20.580	18.294		
Butcher	21.574	19.416	17.259	22.230	20.007	17.784		
Butcher's Helper	20.242	18.218	16.194	20.898	18.808	16.719		
Dessert/Pantry Helper	20.242	18.218	16.194	20.898	18.808	16.719		
Kitchen Runner	18.842	16.958	15.074	19.498	17.548	15.599		
Coffee Person	18.874	16.986	15.099	19.530	17.577	15.624		

\* Employees hired on or after September 2, 1989, or before September 2, 1989 and not exercising the option in Exhibit 6.

\*\* Regardless of the length of the shift, each of the asterisked classifications is a single classification.

\*\*\* Limited to breakfasts, brunches, buffets and showroom performances lasting not longer than four (4) hours.

\*\*\*\* Applies to new hires on or after January 28, 2014 in venues listed in Section 10.09 (d).

CLASSIFICATION	Tipped	6/1/2017			6/1/2018		
		100%	90%	80%	100%	90%	80%
Kitchen Worker** (Porters, Dishwashers, Cleaner, Silver Cleaner)		18.786	16.907	15.029	19.442	17.498	15.554
(Dishwashers - 4 hours or less, banquets, private parties)		19.861	17.875	15.889	20.517	18.465	16.414
Pot Washer		18.911	17.020	15.129	19.567	17.610	15.654
Head Dishwasher		18.886	16.997	15.109	19.542	17.588	15.634
Stove Cleaner		19.086	17.177	15.269	19.742	17.768	15.794
Kitchen Steward		20.611	18.550	16.489	21.267	19.140	17.014
Commissary Issue Clerk		20.861	18.775	16.689	21.517	19.365	17.214
<b>DINING ROOM CLASSIFICATIONS</b>							
Showroom Captain (6 hours/day)	T	14.519	13.067	11.615	14.847	13.362	11.877
Specialty Gourmet Captain	T	15.112	13.601	12.090	15.440	13.896	12.352
Room Service Captain	T	15.112	13.601	12.090	15.440	13.896	12.352
Other Room Captain	T	15.112	13.601	12.090	15.440	13.896	12.352
Host Person** (4 hours/day)***		20.336	18.302	16.269	20.992	18.893	16.794
Head Host Person		21.336	19.202	17.069	21.992	19.793	17.594
Specialty/Gourmet Room Server** (6 hours/day)	T	14.031	12.628	11.225	14.359	12.923	11.487
(4 hours/day)***	T	14.214	12.793	11.371	14.542	13.088	11.634
Room Service Server** (6 hours/day)	T	14.031	12.628	11.225	14.359	12.923	11.487
(4 hours/day)***	T	14.214	12.793	11.371	14.542	13.088	11.634
Showroom Server** (6 hours/day)	T	14.031	12.628	11.225	14.359	12.923	11.487
Other Room Food Server** (6 hours/day)	T	14.031	12.628	11.225	14.359	12.923	11.487
(4 hours/day)	T	14.214	12.793	11.371	14.542	13.088	11.634
Cocktail Server** (6 hours/day)	T	14.031	12.628	11.225	14.359	12.923	11.487
(4 hours/day)	T	14.214	12.793	11.371	14.542	13.088	11.634
Beverage Ambassador (6 hours/day)		19.436	17.492	15.549	20.092	18.083	16.074

\* Employees hired on or after September 2, 1989, or before September 2, 1989 and not exercising the option in Exhibit 6.

\*\* Regardless of the length of the shift, each of the asterisked classifications is a single classification.

\*\*\* Limited to breakfasts, brunches, buffets and showroom performances lasting not longer than four (4) hours.

\*\*\*\* Applies to new hires on or after January 28, 2014 in venues listed in Section 10.09 (d).

CLASSIFICATION	Tipped	6/1/2017			6/1/2018		
		100%	90%	80%	100%	90%	80%
Usher		18.086	16.277	14.469	18.742	16.868	14.994
Sommelier	T	15.131	13.618	12.105	15.459	13.913	12.367
Cashier or Checker** (4 hours/day)***		20.686	18.617	16.549	21.342	19.208	17.074
Combination Cashier/Checker (4 hours or less)***		21.736	19.562	17.389	22.392	20.153	17.914
Room Service Dispatcher (Tel.)		20.811	18.730	16.649	21.467	19.320	17.174
Specialty/Gourmet Room Bus Person** (6 hours/day)	T	21.736	19.562	17.389	22.392	20.153	17.914
Specialty/Gourmet Room Bus Person** (4 hours/day)	T	20.686	18.617	16.549	21.342	19.208	17.074
Room Service Bus Person** (6 hours/day)	T	14.244	12.819	11.395	14.572	13.114	11.657
Room Service Bus Person** (4 hours/day)	T	14.348	12.913	11.478	14.676	13.208	11.741
Room Service Bus Person** (6 hours/day)	T	14.869	13.382	11.895	15.197	13.677	12.157
Room Service Bus Person** (4 hours/day)	T	14.244	12.819	11.395	14.572	13.114	11.657
Other Room Service Bus Person** (6 hours/day)	T	14.348	12.913	11.478	14.676	13.208	11.741
Other Room Service Bus Person** (4 hours/day)	T	14.869	13.382	11.895	15.197	13.677	12.157
Showroom Bus Person** (6 hours/day)	T	14.244	12.819	11.395	14.572	13.114	11.657
Showroom Bus Person** (4 hours/day)	T	14.348	12.913	11.478	14.676	13.208	11.741
Head Bus Person	T	14.450	13.005	11.560	14.778	13.300	11.822
Cafeteria Bus Person		17.836	16.052	14.269	18.492	16.643	14.794
Runner		17.386	15.647	13.909	18.042	16.238	14.434
Fountain Server (same as Food Server)	T	14.187	12.769	11.350	14.515	13.064	11.612
Fountain Worker (Dishup, Salad-Sandwich Maker, wait on public)	T	15.075	13.567	12.060	15.403	13.862	12.322
Snack Bar Attendant (6 hours/day)	T	16.212	14.591	12.970	16.540	14.886	13.232
Snack Bar Attendant (4 hours/day)	T	15.963	14.366	12.770	16.291	14.662	13.033
Booth Cashier	T	15.964	14.367	12.771	16.292	14.662	13.033
<b>CASINO EMPLOYEES</b>							
Change Person		18.136	16.322	14.509	18.792	16.913	15.034
Carousel Attendant		17.636	15.872	14.109	18.292	16.463	14.634
Booth Cashier		20.574	18.516	16.459	21.230	19.107	16.984

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\*\* Regardless of the length of the shift, each of the asterisked classifications is a single classification.

\*\*\* Limited to breakfasts, brunches, buffets and showroom performances lasting not longer than four (4) hours.

\*\*\*\* Applies to new hires on or after January 28, 2014 in venues listed in Section 10.09 (d).

CLASSIFICATION	Tipped	6/1/2017			6/1/2018		
		100%	90%	80%	100%	90%	80%
<b>BELL DESK SERVICE</b>							
Bell Captain*		Open	Open	Open	Open	Open	Open
Bell Captain	T	17.006	15.305	13.605	17.334	15.601	13.867
Bellhop	T	13.987	12.589	11.190	14.315	12.884	11.452
Valet Runner	T	14.456	13.010	11.565	14.784	13.306	11.827
Bell Starter	T	15.981	14.383	12.785	16.309	14.678	13.047
Greeter	T	15.981	14.383	12.785	16.309	14.678	13.047
Elevator Operator	T	16.231	14.608	12.985	16.559	14.903	13.247
Combination Elevator and Bellhop	T	15.381	13.843	12.305	15.709	14.138	12.567
Door Person	T	14.631	13.168	11.705	14.959	13.463	11.967
Baggage Handler (6 hours/day)	T	16.106	14.495	12.885	16.434	14.791	13.147
		16.023	14.420	12.818	16.351	14.716	13.081
<b>HOUSEKEEPING CLASSIFICATIONS</b>							
Inspector/Inspectress		20.205	18.184	16.164	20.861	18.775	16.689
Seamer		20.080	18.072	16.064	20.736	18.662	16.589
Linen Room Attendant		20.080	18.072	16.064	20.736	18.662	16.589
Status Board Operator		20.186	18.167	16.149	20.842	18.758	16.674
Utility Porter/House Person		19.461	17.515	15.569	20.117	18.105	16.094
Porter/House Person		18.942	17.048	15.154	19.598	17.638	15.679
Head Porter/Head House Person		19.092	17.183	15.274	19.748	17.773	15.799
Shampoo Porter		19.186	17.267	15.349	19.842	17.858	15.874
Convention Porter		19.186	17.267	15.349	19.842	17.858	15.874
Pool Porter		18.942	17.048	15.154	19.598	17.638	15.679
Rest Room Attendant		17.942	16.148	14.354	18.598	16.738	14.879
Guest Room Attendant		18.674	16.806	14.939	19.470	17.523	15.576
Turndown Attendant (4 hours or less)		19.674	17.706	15.739	20.330	18.297	16.264
<b>BAR CLASSIFICATIONS</b>							
Head Bartender		Open	Open	Open	Open	Open	Open
Apprentice Bartender**		18.736	16.862	14.989	19.392	17.453	15.514
Apprentice Service Bartender	T	16.062	14.456	12.850	16.390	14.751	13.112

- \* Employees hired on or after September 2, 1989, or before September 2, 1989 and not exercising the option in Exhibit 6.
- \*\* Regardless of the length of the shift, each of the asterisked classifications is a single classification.
- \*\*\* Limited to breakfasts, brunches, buffets and showroom performances lasting not longer than four (4) hours.
- \*\*\*\* Applies to new hires on or after January 28, 2014 in venues listed in Section 10.09 (d).

CLASSIFICATION	Tipped	6/1/2017			6/1/2018		
		100%	90%	80%	100%	90%	80%
Bartender** (Service)	T	18.906	17.015	15.125	19.234	17.311	15.387
(Service - 6 hours/day)							
Showroom Only) (Regular)	T	18.906	17.015	15.125	19.234	17.311	15.387
(Combination - one who serves the public and in addition serves 2 or more Food Servers, Cocktail Servers or Bellhops)	T	18.406	16.565	14.725	18.734	16.861	14.987
		18.719	16.847	14.975	19.047	17.142	15.237
<b>BANQUET EMPLOYEES</b>							
Banquet Bartender	T	18.331	16.498	14.665	18.659	16.793	14.927
Banquet Server	T	14.831	13.348	11.865	15.159	13.643	12.127
Bus Persons (working weekend brunches)	T	15.081	13.573	12.065	15.409	13.868	12.327
Banquet Captains		Open	Open	Open	Open	Open	Open
<b>QUICK SERVE VENUES</b>							
Broiler Cook		20.686	18.617	16.549	21.342	19.208	17.074
Fry Cook		20.436	18.392	16.349	21.092	18.983	16.874
Cook		20.436	18.392	16.349	21.092	18.983	16.874
Cook's Helper		19.186	17.267	15.349	19.842	17.858	15.874
Head Host Person		19.686	17.717	15.749	20.342	18.308	16.274
Host Person		19.186	17.267	15.349	19.842	17.858	15.874
Food Server/IRD Server	T	12.717	11.445	10.174	13.045	11.741	10.436
Food Server VIP	T	12.967	11.670	10.374	13.295	11.966	10.636
Bus Person/IRD Bus Person	T	12.967	11.670	10.374	13.295	11.966	10.636
Cashier		19.436	17.492	15.549	20.092	18.083	16.074
Dispatcher		18.686	16.817	14.949	19.342	17.408	15.474
Snack Bar Attendant	T	14.717	13.245	11.774	15.045	13.541	12.036
Fountain Worker	T	14.717	13.245	11.774	15.045	13.541	12.036

\* Employees hired on or after September 2, 1989, or before September 2, 1989 and not exercising the option in Exhibit 6.

\*\* Regardless of the length of the shift, each of the asterisked classifications is a single classification.

\*\*\* Limited to breakfasts, brunches, buffets and showroom performances lasting not longer than four (4) hours.

\*\*\*\* Applies to new hires on or after January 28, 2014 in venues listed in Section 10.09 (d).

CLASSIFICATION	Tipped	6/1/2017			6/1/2018		
		100%	90%	80%	100%	90%	80%
<b>ARENA</b>							
Bartender	T	18.410	16.569	14.728			
Apprentice Bartender	T	16.062	14.456	12.850			
Cocktail Server	T	14.031	12.628	11.225			
Suite/VIP Attendant	T	14.831	13.348	11.865			
Porter		18.942	17.048	15.154			
Utility Porter		19.461	17.515	15.569			
Cook		21.810	19.629	17.448			
Cook's Helper		20.930	18.837	16.744			
Pantry		21.042	18.938	16.834			
Kitchen Worker		18.786	16.907	15.029			
Concessions Attendant	T	14.717	13.245	11.774			
Usher		18.090	16.281	14.472			

\* Employees hired on or after September 2, 1989, or before September 2, 1989 and not exercising the option in Exhibit 6.

\*\* Regardless of the length of the shift, each of the asterisked classifications is a single classification.

\*\*\* Limited to breakfasts, brunches, buffets and showroom performances lasting not longer than four (4) hours.

\*\*\*\* Applies to new hires on or after January 28, 2014 in venues listed in Section 10.09 (d).

## **EXHIBIT 2 – CHECK-OFF AGREEMENT**

1. Pursuant to the Union Security provision of the Agreement between BALLY'S LAS VEGAS MANAGER, LLC on behalf of PARBALL NEWCO, LLC d/b/a BALLY'S LAS VEGAS (hereinafter, referred to as 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) 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 hotel 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 this Agreement is ratified by employees represented by the Union:

## PAYROLL DEDUCTION AUTHORIZATION

Date \_\_\_\_\_

1. 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.

2. 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 is 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 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 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 an Excel spreadsheet or in a formatted text format like .csv format, in any one of the following media:

1. Downloaded 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; after the Union has demonstrated to the Employer that the proper "PGP" security encryption measures exist in the Union's network.

The remittance shall be forwarded to the above-designated financial officer not later than the fifteenth (15<sup>th</sup>) of the month, for the deduction from the first paycheck received by the employee (prior to the fifteenth [15<sup>th</sup>] 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 check-off 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 shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

#### **EXHIBIT 3 – RE: SECTION 6.01(B)**

In applying Section 6.01(b) to employees represented by the Bartenders Union, the Employer agrees that before it implements said subparagraph as to Bartenders or Apprentice Bartenders, it will call the appropriate telephone number provided by the Bartenders Union and afford a Bartenders Union representative an opportunity to be present. If there is no answer or no representative arrives, the Employer may proceed to have the examination conducted.

#### **EXHIBIT 4 – RE: SECTION 20.04**

Bartenders Union, Local 165, shall indemnify the Employer for all claims and any liability that may arise out of or by reason of any good faith action taken by the Employer in reliance upon the requirement in Section 20.04 that an individual must have passed a craft examination for bartenders by Local 165 before being promoted to the classification of Bartender.

### **EXHIBIT 5 - RE: USE OF HOST PERSONS**

Host Persons and Head Host Persons shall be used only in restaurants open for more than eight (8) hours per day or in Oriental ethnic restaurants.

Host Persons in Oriental ethnic restaurants shall receive the following wage rates:

	<b>Effective Date of Agreement</b>
8 hours	\$108.33
4 hours or less	\$53.28

### **EXHIBIT 6 – RE: HEALTH AND WELFARE AND PENSION COVERAGE OPTION**

Any employee employed as of the effective date of this Agreement whose classification was removed from Section 1.02(a) of the previous Labor Agreement shall have a one-time option to elect coverage under the Employer's health and welfare pension plans. The option is to be made either at the time the contract is executed or when promotion to any of the affected classifications is accepted by the employee, whichever occurs later.

### **EXHIBIT 7 – 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 One Dollar (\$1.00) per month and to forward that amount to the UNITE-HERE International Union TIP – "To Insure Progress." This authorization is signed voluntarily and with the understanding that the UNITE-HERE 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, UNITE-HERE International Union TIP – "To Insure Progress," 275 Seventh Avenue, New York, NY 10001-6708, 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 International Union TIP – "To Insure

Progress," 275 Seventh Avenue, New York, NY 10001-6708, 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 shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

#### **EXHIBIT 8 – RE: IMMIGRATION**

**General Principles.** The Union and the Employer have a mutual interest in avoiding the termination of trained employees. Accordingly, to the extent not addressed by this Agreement, at the request of the Union, the Employer will meet and discuss issues related to compliance with the Immigration Reform and Control Act and any other current or future legislation, government rules or policies related to immigrants which impact bargaining unit employees.

(a) Leaves of Absence.

(i) In the event that the employer determines that a post-introductory employee cannot or has not provided acceptable documentation of the employee's right to work in the United States, the Employer shall notify the Union by facsimile or electronic mail. Upon the Union's request, the Employer shall meet with the Union to discuss the nature of the issue to see if a resolution can be reached. Whenever possible, the meeting shall take place before any action is taken by the Employer, provided, however, the Union acknowledges and agrees that the Employer may take any action at any time which is required to ensure the Employer's compliance with any and all immigration and/or employment authorization statutes, laws, and regulations.

(ii) The Employer will provide an employee with a least sixty (60) days' notice that the documents provided by the employee demonstrating work authorization are scheduled to expire and that the employee will need to re-verify their I-9 documentation and provide valid evidence of continued work authorization. Such notice will be provided to an employee through an electronic message to the employee's account in the Employer's human resource system. If the human resource system is unavailable, the Employer may provide notice to the employee at the time clock and/or by direct communication from the employee's manager. As part of the Employer's notification process, whenever possible the Employer agrees to share with the Union the names of employees whose work authorizations are going to expire.

(iii) Upon request, employees shall be released for up to five (5) unpaid working days during the term of this Agreement in order to attend to U.S. Citizenship and Immigration Service ("USCIS") proceedings and any related matters for the employee only. The Employer may request verification of such absence.

(iv) A post-introductory employee who is not authorized to work in the United States and whose employment has been terminated for this reason shall be immediately

reinstated to his or her former classification without loss of prior seniority provided the employee produces proper work authorization within twelve (12) months of the date of termination, and to his or her former shift and station if the employee produces proper work authorization within ninety (90) days of the date of termination. If the employee produces proper work authorization within twelve (12) months from date of termination, the employee would return, without loss of prior seniority, to his or her former classification displacing the least senior employee in that job classification. Employees do not accrue vacation or other benefits based upon particular Plan policies during such absences.

(v) If the employee needs additional time, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without retaining seniority, upon the Former employee providing proper paper work authorization within a maximum of twelve (12) additional months from the date the employee notifies the Employer that he or she needs additional time. The parties agree that the employee would be subject to an introductory period upon rehire in such event.

(vi) The Employer shall grant a leave of absence of up to five years to any post-introductory employee who has lost work authorization status solely as a result of change in DACA, DAPA, or TPS Status. If the employee obtains appropriate work authorization within the five-year period, the employee must provide documentation of the work authorization and return to work within six months after obtaining it or forfeit the leave provided in this subsection. The reinstated employee will displace the least senior employee in the employee's former job classification. An employee will not accrue vacation or the other benefits based upon particular Plan policies during such absence.

(b) Change of Status/Immigration. On the day an employee becomes a U.S. citizen, the Employer will compensate the employee with a one (1) time paid personal holiday in recognition of his or her citizenship.

(c) Reverification. The Employer shall not require or demand proof of citizenship or immigration status, except as required by 8 USC § 1324a or as otherwise required to do so in order to comply with the law. No employee employed continuously since November 6, 1986 or whose circumstances constitute "continuing employment" as defined in 8 CFR § 274a.2(b)(1)(viii) shall be required to provide such proof.

(d) Social Security No Match Letters. Subject to applicable law, in the event that the Employer receives notice from the Social Security Administration ("SSA") indicating that one or more of the bargaining unit employee names and Social Security Number ("SSN") that the Employer reported on the Wage and Tax Statement Forms ("Forms W-2") for the previous year do not agree with SSA's records, or any other notice of a discrepancy with an employee's social security number , the Employer shall:

(i) provide a copy of the notice to the employee and the Union upon receipt;

- (ii) not take any adverse action against any employee listed on the notice solely because of the receipt of a no-match letter or other notice of discrepancy; or
  - (iii) not require that an employee listed on the notice present a Social Security card for review, complete a new I-9 form, or provide new or additional proof of work authorization unless the Employer has another basis for requesting verification or re-verification of the employee's work authorization.
- (e) Workplace Immigration Enforcement. The Employer shall:
- (i) Notify the Union by facsimile or electronic mail within twenty-four (24) hours of receipt of a search and/or arrest warrant, an administrative warrant or subpoena from the Department of Homeland Security (DHS), unless it is legally prohibited from doing so.
  - (ii) Require DHS to present a search and/or arrest warrant, administrative warrant, subpoena or other legal process prior to conducting official business in the workplace, unless the Employer is otherwise required by law to admit such persons and/or emergency circumstances exist.
  - (iii) Permit DHS to inspect I-9 forms, or documents other than the I-9 forms, only if and when compelled to do so by a valid written notice, arrest, search and/or administrative warrant, subpoena or other legal process, or as otherwise required by law.
  - (iv) If DHS notifies the Employer that certain employees do not appear to be authorized for employment, the Employer will provide the affected employees with the maximum amount of time permitted by law to present documents to establish employment authorization.
- (f)
- (i) The Employer shall not discipline, discharge, or discriminate against any employee because of national origin or immigration status, or because the employee is subject to immigration or deportation proceedings, except as required to comply with the law. An employee subject to immigration or deportation proceedings shall not be discharged solely because of pending immigration or deportation proceedings, so long as the employee is authorized to work in the United States. If the Employer is notified that an employee has been detained or incarcerated as a result of pending immigration or deportation proceedings, the Employer will place the employee on unpaid leave of absence for a period of twelve (12) months. If the employee is released and provides appropriate work authorization documentation within the twelve (12) month period, the employee will be returned to work without loss of seniority to his/her former job classification, displacing the least senior employee in that job classification. Employees on leave of absence under this Exhibit 8 (a) shall not accrue vacation or other benefits during the leave of absence.
  - (ii) The Employer shall not take any adverse action against an employee because of changes to the employee's name or social security number, provided that the employee can provide acceptable proof of correct identity and is authorized to work in the United States.

(g) The Union and the Employer agree that this Exhibit 8 shall not be interpreted to cause or require the Employer to violate 8 USC § 1324a or any other applicable law.

### **EXHIBIT 9 – ATTENDANCE POLICY**

Attendance: Being the best means being on time to provide fast and flawless service every shift. If you are excessively absent or late, you create inconvenience for our guests. In addition, it places an unfair burden on co-workers who may have to perform additional work or may be called in on their day off.

The schedule in each department is designed to provide the best guest service. The Attendance policy is designed to be fair and consistent in recording punctuality and attendance.

The Attendance policy is based on a twelve (12) point system. Points are accumulated when an employee is late, leaves early, is absent from work. A total of twelve (12) points in any rolling twelve (12) month period results in Separation of Employment.

It is your responsibility to notify your supervisor at least two (2) hours prior to the start of your shift if you are going to be late or absent. If you do not follow your department call-in procedures, it will result in progressive discipline. Being on time means being at your workstation, fully prepared to begin work at your scheduled start time.

Absences will be recorded as follows:

INCIDENT	POINTS
One Day Absent	1 point
Consecutive Absences: 1 point for the first day of absence ½ point for day following initial day of absence (Total points for 4 consecutive days absent = 1 ½) (Please refer to Leave of Absence guidelines; for example if absence is due to overnight hospitalization, or employee missing more than 3 consecutive days of work and requiring follow-up treatment, or continuing treatment for chronic condition, pre-natal care, birth of child or caring for a family member with a serious health condition may be eligible for a LOA; points are not recorded for an approved Leave of Absence)	1 point first day ½ point
Patterned Absence (3 incidents creating a pattern within 3 months; may include but is not limited to calling off on same days of the week, days before or after days off, days before or after payday, days before or after holiday, etc.)	2 points
Late for work (including returning late from break)	½ point
Leaving work early after completing 2 or more hours of shift (unless due to business demands or approved in advance)	½ point
Leaving work before completing 2 hours of shift (unless due to business demands or approved in advance)	1 point

INCIDENT	POINTS
No Call/No Show (If the employee does not call in or report for their scheduled shift before 50% of their shift elapses)	6 points
Denied Day Off (formal request for a day off was denied but employee calls out as an absence; includes denied Shift Request to switch schedules)	3 points
Mandatory Meetings – absence/lateness/no call/no show	Points apply as above
Training Classes – absence/lateness/no call/no show	Points apply as above
Peak Business Days ( <i>defined below</i> )	2 points

#### Peak Business Days

- Until January 1, 2008, each property shall follow its existing policy on peak days (if any). Effective January 1, 2008, departments will have the ability to identify five (5) days per year as a “peak business day”. Employees who are absent on any of these designated days, will be issued two (2) attendance points. The department will post each such designated peak day a minimum of ninety (90) days in advance. Designation of peak day(s) may be changed by the department at any time provided that there is at least ninety (90) days advance notice of the newly designated peak day.

Points are not recorded for:

- Jury Duty
- Bereavement Leave
- Approved Family Medical Leave (please see Family Medical Leave Guidelines) – However, employees on Intermittent leave must follow proper call in procedures for each shift not worked due to intermittent leave, unless otherwise provided by law.
- Approved Medical Leave (please see Medical Leave Guidelines)
- Approved Personal Leave (please see Personal Leave Guidelines)
- Approved Military Leave
- Documented on-the-job-injury
- Pre-approved Paid Time Off or Vacation
- Workers comp leave

An employee can reduce his/her point total on the twelve (12) month anniversary of an incident; that is, the point(s) for that incident drop off and are no longer counted.

After one-hundred eighty (180) days of perfect attendance, all existing attendance points and counseling notices issued under the attendance policy will become inactive and no longer used for progressive counseling purposes, excluding patterned absences. Employees on any type of leave will not have the period of leave counted towards fulfillment of the one hundred eighty (180) day requirement.

Employees who have accrued PTO/Vacation may use such time for shifts on which they are absent for their entire shift. If PTO/Vacation is requested, it must be for all hours of the absent shift. Salaried employees are not required to use PTO/Vacation for the first three (3) days they call in during any twelve (12) month period. Points will still be assigned as noted above for all unscheduled absences/attendance incidents.

Employees are responsible for keeping track of their point totals. The property will attempt to provide written notification during the orientation period; and, after completion of the orientation period, at five (5) points, at seven (7) points, at ten (10) points and twelve (12) points (Separation of Employment), as follows:

5 points	Verbal (Coaching)
7 points	Written
10 points	Final Written Warning
12 points	Separation

Each step of progressive counseling need not be issued prior to termination provided that points have been properly assessed. For example, an employee with 7 points who is a no-call/no-show would be separated because of the accrual of 13 points, despite not having received a prior Final Written warning.

The Company reserves the right to review each situation on a case-by-case basis, including in situations implicating the Americans with Disabilities Act.

This Attendance Policy is effective September 1, 2007 and will remain in full force and effect throughout the term of the current collective bargaining agreement.

#### **EXHIBIT 10 – CAREER LADDERS**

The Employer shall construct career ladders for the housekeeping, culinary, and food and beverage classifications existing in Exhibit 1. Although the Employer has primary responsibility to construct these ladders, it will do so in consultation with the Culinary Workers Union, Local 226, the Bartenders Union, Local 165 and the Culinary Training Academy. The ladders will show the expected promotional sequence. The career ladders will also include the minimum hiring qualifications for each promotional position.

The Employer and the Union shall encourage employees to consider and pursue training and other opportunities to qualify for promotional opportunities. Employees shall be responsible to pursue and satisfactorily complete the training program offered by the Southern Nevada Joint Management Culinary & Bartender Training Fund, the Employer, or another source to qualify for classifications in the desired career ladder.

#### **EXHIBIT 11 – DIVERSITY**

The Employer is committed to a diverse workforce, practicing equal employment opportunity and engaging in affirmative efforts to create and maintain an environment that supports and encourages the contribution of all employees. We pledge to have a productive and hospitable environment for current employees and potential applicants that invites a workforce reflective of the diversity in the greater Las Vegas area. The employer is committed to respect the needs of the current workforce, which includes immigrants from many different parts of the world. We are proud of that diversity and the benefits it brings to our hotels and the hotel industry in

general. The Employer will make efforts to obtain a diverse applicant pool that properly reflects the population including, but not limited to, the African American community.

#### **EXHIBIT 12 – HOUSEKEEPING & EVS STUDY**

The Employer and Union shall immediately form a committee of an equal number of representatives of each party to consider issues related to Guest Room Attendants' workload and any ergonomic issues related to the new mattresses. The Employer and the Union shall also jointly select an outside Consultant knowledgeable in operations management and ergonomics. The Consultant will review the cleaning standards for both VIP and standard rooms. The Consultant will also review any safety issues regarding the new mattresses. The Consultant's report will be presented to the Employer and Union for further review.

The Employer and Union shall immediately form a committee of an equal number of representatives of each party to consider issues related to House Person and EVS employee workload. The Employer and the Union shall also jointly select an outside Consultant knowledgeable in operations management. The Consultant's report will be presented to the Employer and Union for further review.

These housekeeping and EVS provisions are not subject to grievance or arbitration.

#### **EXHIBIT 13 – JOINT APPRENTICESHIP**

The Employer and the Union will immediately form a joint apprenticeship committee to design an apprenticeship program for Cooks. The committee will consist of three representatives chosen by the Employer and three representatives chosen by the Union. The program shall include on-the-job training.

All the bargaining unit employees who hold the classifications of Cooks Helper, Baker Helper and Pantry Helper shall be permitted to apply for the Cook apprenticeship program. The selected employees will be required to attend the Culinary Training Academy prior to being accepted to the Cook's apprenticeship program. Employees who are not selected for apprenticeship initially may continue to apply when new enrollments are offered.

For those employees selected to participate in the Cook apprenticeship program, they will receive their classification seniority as the date they began the apprenticeship program. In addition, no employee will have his or her current wage rate at the time of entering the apprenticeship reduced, and that wage rates above apprenticeship scale shall be frozen until the apprenticeship scale is higher.

No employees may be displaced to make room for apprentices. In the event of a reduction of force, apprentices shall bump back into their prior position.

The committee may establish a wage progression for Apprentices. Such progression may include step wage rates with the final step reaching one hundred percent (100%) of the wage rate of the job classification for which the apprentices are training.

**SIDE LETTER #1**  
**RE: SECTION 29.01**

Notwithstanding the language of Section 29.01 of the labor contract, please be advised that the Union will, at any time during the life of that Agreement, consider any proposal by the Employer to establish a restaurant outlet that does not comply with the requirements of Section 29.01.

The Union reserves the right to reject any such proposal. However, the Union will give good faith consideration to any such proposal. The facts the Union will weigh in considering any such proposal include, but are not limited to:

1. The nature of the specific proposal.
2. The reason that the proposal does not contemplate compliance with Section 29.01.
3. The hotel's own analysis of the impact on the hotel's overall ability to attract new customers to the hotel.
4. The effect on existing jobs and operations.
5. The posture of the new operator toward unionization and Union activities.
6. The relationship between the new operation and Article 22 of the labor contract.
7. The hotel parent company's posture toward unionization at its other facilities in Nevada and elsewhere.
8. What the status is of existing nonunion operations at the hotel, if any.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21<sup>st</sup> day of August, 2019, in Clark County, State of Nevada.

EMPLOYER – PARBALL NEWCO, LLC  
dba BALLY'S LAS VEGAS

BY: Greg Adler  
ITS: Regional President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: Leandra Aigullo Klein  
ITS: President  
BY: Troy Lusk  
ITS: Secretary-Treasurer

**SIDE LETTER #2**  
**RE: CRIMINAL BACKGROUND IN HIRING**

Beginning January 1, 2019, the Employer shall use the following criteria in hiring employees for positions in the bargaining unit represented by the Union

- (a) Employment applications and background questionnaires shall not ask whether the applicant has been arrested for or convicted of a criminal offense.
  - (b) The Employer may inquire into an applicant's criminal background only after the Employer has determined to offer employment to the applicant subject to a background check and if required a drug test.
  - (c) The Employer shall not deny an applicant an employment offer on the basis of the applicant's record of one or more arrests without conviction. In determining an applicant's suitability for hire, the Employer may take into account the position for which the individual is applying. For purposes of this subsection 3, "arrests without conviction" does not exclude the Employer's ability to take into account an applicants' participation in a court sponsored diversion program.
  - (d) The Employer shall not deny an applicant an employment offer based on one or more misdemeanor convictions which are more than five years old or that have no bearing on the applicant's suitability for the position for which the applicant is under consideration, unless there is an outstanding warrant for the applicant's arrest including, but not limited to, a warrant for failure to pay child support.
  - (e) The Employer shall not deny an applicant an employment offer based solely on one or more felony convictions which are more than ten years old or that have no bearing on the applicant's suitability, as defined by NRS 463.335(12) for the position for which the applicant is under consideration.

III

Notwithstanding any other provision of this section, the Employer shall not be required to consider an applicant for employment who has a felony conviction for one of the following offenses: robbery, bribery, extortion, embezzlement, grand larceny, burglary, arson, murder or attempted murder, gaming crime, or child pornography.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21<sup>st</sup> day of August, 2019, in Clark County, State of Nevada.

EMPLOYER – PARBALL NEWCO, LLC  
dba BALLY'S LAS VEGAS

BY: Gary Stelzer  
ITS: Regional President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: Monica Aigullo Klein  
ITS: President 8/21/19  
BY: Tor J  
ITS: Secretary-Treasurer

**SIDE LETTER #3**  
**RE: CROSS-UTILIZATION**

The Union and the Employer (the "Parties) agree there is potential merit in permitting bargaining unit employees to work in classifications for which they are qualified at more than one venue within an Employer's property and at venues at other properties owned and/or operated by Caesars Entertainment on the Las Vegas Strip ("cross utilization"). To that end the Parties have agreed to establish a Committee to study the possibility of implementing cross utilization in one or more forms. The Committee will be comprised of an equal number representatives (no more than six (6) per party) appointed by the Parties. Members of the Committee must have decision-making authority within their organization and the authority to call on others inside and outside of their respective organizations for information, data and other support. The Committee will be assisted by Caesars Entertainment management office with respect to organizations, logistics, planning, deadlines, etc.

The Committee will begin work within ninety (90) days after ratification of the 2018 collective bargaining agreements ("2018 CBAs") and will report to a joint meeting (or conference call) of the respective leaderships of the Parties every ninety (90) days thereafter. It is the intention of the Parties that the Committee completes its work by making a presentation if its report and recommendations to the respective leaders of the Parties within twelve (12) months from the commencement of its work. The Parties will then have no more than ninety (90) days after the presentation to digest and evaluate the Committee's report and recommendations. During such ninety (90) day period the Parties may agree to meet on one or more occasions to discuss the report and recommendations. Once the ninety (90) day review period is complete, the Parties agree to meet promptly on one or more occasions to decide whether, by mutual agreement only, they want to amend the 2018 CBAs to implement the recommendations of the Committee or agreed upon variations thereof.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21<sup>st</sup> day of August, 2019, in Clark County, State of Nevada.

EMPLOYER – PARBALL NEWCO, LLC  
dba BALLY'S LAS VEGAS

BY: Gary Ader  
ITS: Regional President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: Leonda Arguello Klein  
ITS: President  
BY: Troy Dantz  
ITS: Secretary-Treasurer

## SIDE LETTER #4RE: SAFETY BUTTONS

- (a) General Obligation of the Employer to Protect Employees: The Employer reaffirms that the safety of Employees is of paramount concern and includes safety from harassment by hotel guests. The Employer shall take reasonable steps to address inappropriate guest advances, harassment and threats and to respond promptly and adequately should such incidents occur.
- (b) Devices: Within ninety (90) days of the date of this Agreement, the Employer will equip Housekeepers, Turndown Attendants, In-Room Dining Servers and any other employee who is required to enter an occupied guest room with devices to be carried on their persons at work that they can quickly and easily activate to effectively summon prompt assistance to their location. It is recognized that because of the varying size and physical layout of each hotel, different devices may be appropriate for different hotels.
- (c) Right to Request Accompaniment Prior to Entering An Occupied Guest Room: An Employee who has a reasonable good faith belief that entering an occupied guest room alone poses a risk to his/her safety from guest conduct shall promptly notify management of the perceived safety risk and if asked to enter the guest room shall be accompanied by a security officer, manager, or other appropriate staff member, as determined by the Employer. As an alternative, the Employer shall have the right to reassign the Employee to another guest room or to refuse service, in whole or in part, to said room. Any employee requesting accompaniment (20) or more times in any calendar year must meet with management and the Union to discuss.
- (d) Employee Complaints: The Employer shall promptly and adequately respond to Employee complaints of inappropriate advances, harassment, or threats by guests. The Employer shall not discipline nor otherwise adversely affect any employee for making a good faith complaint against a guest.

Purpose of Article: The purpose of this Article is to protect employees and the device may not be used for any purpose other than employee protection.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21<sup>st</sup> day of August, 2019, in Clark County, State of Nevada.

EMPLOYER – PARBALL NEWCO, LLC  
dba BALLY'S LAS VEGAS

BY: Gary Adler  
ITS: Regional President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: Glenda Aguayo Klein  
ITS: President  
BY: Troy Duer  
ITS: Secretary-Treasurer

## **SIDE LETTER #5 RE: SIX-HOUR SHIFTS**

Where applicable, the Union and Employer agree that the Employer may schedule Steady Extra Employees and employees in Layoff status in the following classifications for no less than six (6) hour shifts for dinner service at the fine dining outlets listed below.

### **Classifications:**

1. Bartenders\*
  2. Bar Apprentices\*
  3. Dining Room Runners
  4. Expeditors (Runner)
  5. Hosts
  6. Food Servers
  7. Bus Persons

\*Steady Extra and Layoff Bartenders and Bar Apprentices may also be scheduled for six hours in Showrooms.

#### **Outlets:**

1. BLT Steak
  2. Center Cut
  3. Ruth Chris
  4. Old Homestead
  5. Guy Savoy
  6. Mr. Chow
  7. Nobu
  8. GR Steak
  9. Voodoo Steakhouse
  10. Matarono's
  11. Giada's
  12. Rao's

The Employer may not add classifications or outlets to this list or otherwise change the terms of this Side Letter without written agreement by the Union.

III

Nothing in this Side Letter changes guaranteed hours of work for Full-Time employees in these classifications or these outlets.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21<sup>st</sup> day of August, 2019, in Clark County, State of Nevada.

EMPLOYER – PARBALL NEWCO, LLC  
dba BALLY'S LAS VEGAS

BY: Joey Scler  
ITS: Regional President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: Leocinda Aiguello Klein  
ITS: President  
BY: Terry Smith  
ITS: Secretary-Treasurer

## SIDE LETTER #6 RE: TASK FORCE FOR TIP COMPLIANCE ISSUES

The Parties agree to establish a Task Force for the purpose of reviewing issues related to Tip Compliance, including the tip compliance rates related to automatic gratuities as well as the tip compliance rates in specific outlets.

The make-up of the Task Force will be such that those involved have decision making capability and shall consist of Union representatives, including Union committee, and Employer Representatives.

Both Parties agree that the Task Force will meet within thirty (30) days after ratification of this Agreement.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21<sup>st</sup> day of August, 2019, in Clark County, State of Nevada.

EMPLOYER – PARBALL NEWCO, LLC  
dba BALLY'S LAS VEGAS

BY: Greg Aulen  
ITS: Regional President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: Leocinda Arguello Klein  
ITS: President  
BY: Jes Duv  
ITS: Secretary-Treasurer

## SIDE LETTER #7 RE: ELIMINATION OF CASHIERS

The parties agree that in outlets where there are currently cashiers, the Employer may eliminate the cashier position and assign the duties of cashier to servers.

If the Employer eliminates one or more Cashier for any reason in any outlet and even if the elimination is not because of technology, the eliminated cashier(s) shall receive the benefits in Section 20.03 (Technology).

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21<sup>st</sup> day of August, 2019, in Clark County, State of Nevada.

EMPLOYER – PARBALL NEWCO, LLC  
dba BALLY'S LAS VEGAS

BY: Gary Sauer  
ITS: Regional President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: Gerarda Arguello-Kline  
ITS: President  
BY: Troy Shure  
ITS: Secretary-Treasurer

## **SIDE LETTER #8 RE: REFUSAL POLICY PROPOSAL FOR BEVERAGE EMPLOYEES**

All Part Time/On Call/Steady Extra Beverage Employees (Bartenders, Apprentice Bartenders, Cocktail classifications and Beverage Porters) will be required to abide by the following policies and procedures regarding shift refusals.

In addition to the provisions of Article 6, an employee on the Steady Extra Board may be terminated without recourse to Article 21 because the employee fails, refuses, or is unavailable to work more than twenty-five percent (25%) of all daily and weekly shifts made available to him/her in any rolling sixty (60) day period, provided that at least twelve (12) shifts have been made available during that rolling sixty (60) day period.

All Part-Time/On-Call/Steady Extra employees must be available for work at all times until they have worked five (5) shifts or four (10) hour shifts in a week. The following outlines the 25% rule.

**(a) Designated Call Times.**

All part time/on call/steady extra employees will be called for all work available during three designated times based on Management's discretion. The designated time must be posted. If these designated times require changes, the Employer will post a revised notice giving employees at least two (2) weeks' notice of change. Management may call outside of these designated times in cases of emergency.

If an employee does not answer their phone the manager/scheduler will leave a message.

**(b) Shift Calls Outside Designated Call Times.**

For shift calls that occur outside of the designated call times, the manager/scheduler will leave a message and provide a wait time of five (5) minutes before moving on to the next employee, but such time shall be based on business demands and call volumes. Calls made outside the designated call times that are not returned shall not count toward either the 25% or the 12 shifts made available.

**(c) Shift Calls during designated call times.**

1. For shift calls during designated call times, the manager/scheduler will move on after two (2) minutes to the next part time/on call/steady extra employee. If the employee returns the call and a shift is still available, the employee can pick up the shift and not receive a refusal. If the employee does not pick up the shift or there is no longer a shift available, the employee will receive a refusal.
2. An employee will receive a refusal for a shift if the Employer is unable to reach the employee at the telephone number designated by the employee for contact regarding work and if the employee does not return the phone call within two (2) minutes, or the employee does not qualify for a pass.

3. Employees cannot accrue more than one (1) refusal in a calendar day.

**(d) Miscellaneous.**

1. If an employee is called and accepts the shift assignment, but later calls back that same day to call out, it will be considered a refusal, and shall not count as an attendance day.
2. It is the employee's responsibility to provide a current telephone number to their respective department for purposes of being contacted for work.
3. There is a minimum of eight (8) hours off between shifts. \*For example: If you work a 6p-2a shift you may be called in for a 10am shift the following day.
4. Employees will be given a minimum of two (2) hours to come in for any shift that they have been called in for. The end time of the shift being filled may not be adjusted after the shift is offered to the employee.
5. Employees who choose five (5) days are entitled to two (2) days off and will not be issued refusals for offers in excess of five (5) days.

**(e) Pass.**

1. An employee who is offered a shift can pass the offer only if there are part time /on call/steady extra employees below them. In such cases, the pass will not be considered a refusal. However, if the lower part time/on call/steady extra employees are unavailable or refuse offered shifts, additional offers will be made moving back up the list from the bottom up. If an employee is offered a shift on a return call, and is unavailable or refuses such shift, it will be counted against the twenty-five percent (25%) rule.
2. As referenced, an employee can pass an offered shift, but upon a refusal, the employee will no longer be eligible for shift offers for the remainder of that day. Employee may only receive one (1) refusal per day.

**(f) Peak Periods and Holidays.**

1. During Peak Periods, part-time/on-call/steady extra employees will not be eligible to Refuse or Pass work available.
2. Employees unavailable/refusing to work will be charged Peak Attendance Days according to the Employer's Attendance Policy.

///  
///  
///  
///

3. Management reserves the right to schedule additional staffing during Peak Periods and Holidays

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21<sup>st</sup> day of August, 2019, in Clark County, State of Nevada.

EMPLOYER – PARBALL NEWCO, LLC  
dba BALLY'S LAS VEGAS

BY: Gary Allen  
ITS: Regional President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: Glenda Arguello Klein  
ITS: President  
BY: Troy Dunn  
ITS: Secretary-Treasurer

## SIDE LETTER #9 RE: ROOM SERVICE COMBINATION CLASSIFICATION

Where there exists in Room Service the classification of Dispatcher and Cashier, the parties agree to create a new combination classification called Cashier/Dispatcher. The pay rate shall be the pay rate of Room Service Dispatchers.

Existing Dispatchers shall be placed automatically in the new combination classification.

Room Service Cashiers shall have a one-time choice to either:

- (1) Become a Cashier/Dispatcher. Classification seniority for the new combination classification shall be determined by dovetailing existing Room Service Cashiers with existing Dispatchers based on House Seniority; or
- (2) Remain a Cashier but be assigned work outside Room Service and maintain classification seniority as a Cashier.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21<sup>st</sup> day of August, 2019, in Clark County, State of Nevada.

EMPLOYER – PARBALL NEWCO, LLC  
dba BALLY'S LAS VEGAS

BY: Gary Selen  
ITS: Regional President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: Leonard Aquello Kline  
ITS: President  
BY: Terry  
ITS: Secretary-Treasurer

## **MEMORANDUM OF AGREEMENT RE: BANQUET GUIDELINES**

THIS AGREEMENT is made and entered into by and between Bally's (hereinafter, the "Employer") and 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 the "Union") and is hereby attached to and made a part of the Collective Bargaining Agreement.

The Company and the Union (the "Parties") agree that as a result of the work of the Banquet Subcommittee there are outstanding property specific issues that require additional discussion. The Parties have agreed that those issues include but are not limited to:

1. Guidelines that delineate which classification (banquet server or coffee breaker) work functions.
2. Process for movement between lists, if applicable
3. Simplify breakdown of CBC, A-List, and Bartenders regarding functions
4. Clarification of passing of shifts
5. Set-up and breakdown responsibilities
6. Establishment of D-List for banquet cooks, convention porters, and stewarding employees
7. Allowing banquet cooks to be scheduled based on demand
8. Defined process of box lunches
9. Form used for Transparency

The Parties agree to establish a Banquet Department specific Task Force for the purpose of determining how the above referenced issues will be handled at the property if needed. The make-up of the Task Force will be such that those involved have decision making capability and will be limited to no more than six (6) people from the Company and six (6) people from the Union each so that meaningful communication can occur. Those participating in the Task Force will be mindful that in order to make progress both parties need to clearly communicate their position on each issue in such a fashion that it demonstrates agreement and support amongst those they represent for their proposal on the table.

Both Parties agree that the Task Force will begin meeting after ratification of the Parties' labor agreement and will continue meeting up until they have reached agreement on the issues specified here. In the event that the property has already convened a Task Force for the purposes of discussing the issues outlined above, there is no intent by either party to interrupt any progress that may have been achieved prior to the execution of this agreement.

1. The Union, within six (6) months after the ratification of the Parties' labor agreement will provide the Company with a detailed list and any remedies, if known, for the items listed above and any others raised.
2. Within fourteen (14) days after the receipt of the Union's proposals, the Company will propose dates and times for the Task Force Meetings.

3. In the event that the Parties are unable to reach an agreement on the issues specified within ninety (90) days after the first Task Force meeting, the parties may request mediation on outstanding issues with a mediator from the Las Vegas Mediation and Facilitation Center. Should there be any remaining issues after mediation; either party may invoke arbitration under Section 21.03 (4) of the Agreement.

Should the Parties agree that the above referenced issue/s do not apply to their property operations, the Task Force is not compelled to engage in discussions on those issue/s.

In the event that the property has already convened a Task Force for the purposes of discussing the issues outlined above, there is no intent by either party to interrupt any progress that may have been achieved prior to the execution of this agreement.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21<sup>st</sup> day of August, 2019, in Clark County, State of Nevada.

EMPLOYER – PARBALL NEWCO, LLC  
dba BALLY'S LAS VEGAS

BY: Gary Selen  
ITS: Regional President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: Leonda Aguillo Klein  
ITS: President  
BY: Troy Smith  
ITS: Secretary-Treasurer

## MEMORANDUM OF AGREEMENT RE: D-LIST TASK FORCE

THIS AGREEMENT is made and entered into by and between Bally's (hereinafter, the "Employer") and 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 the "Union") and is hereby attached to and made a part of the Collective Bargaining Agreement.

The Employer and the Union agree to form a separate Task Force to address the further development and administration of the D-List.

1. The Union, within 6 months of the ratification of the Parties' labor agreement will provide the Company with a detailed list of concerns and any remedies, if known, of issues related to the D-List action items.
2. Both Parties agree that the Task Force will begin meeting after ratification of the Parties' labor agreement and will continue meeting up until they have reached agreement.
3. In the event that the Parties are unable to reach an agreement within ninety (90) days after the first Task Force meeting, the parties may request mediation on outstanding issues with a mediator from the Las Vegas Mediation and Facilitation Center.
4. Should there be any remaining issues after mediation; either party may invoke arbitration under Section 21.03 (4) of the Agreement.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21<sup>st</sup> day of August, 2019, in Clark County, State of Nevada.

EMPLOYER – PARBALL NEWCO, LLC  
dba BALLY'S LAS VEGAS

BY: Gary Selen  
ITS: Regional President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: Monica Arguello Klein  
ITS: President  
BY: Troy Run  
ITS: Secretary-Treasurer

## **MEMORANDUM OF AGREEMENT RE NEUTRALITY**

THIS AGREEMENT is made and entered into by and between BALLY'S LAS VEGAS MANAGER, LLC on behalf of PARBALL NEWCO, LLC d/b/a BALLY'S LAS VEGAS (hereinafter, called the "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 the "Union"), and is hereby attached to and made a part of the Collective Bargaining Agreement(s) between those parties.

The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employer's employees of their rights under Section 7 of the National Labor Relations Act and to avoid picketing and/or other economic action directed at the Employer in the event the Union decides to conduct an organizing campaign at any operation (at which the Union does not have representation rights) covered by Section 28.01 of the above referenced agreements between the parties among employees employed in classifications listed in Exhibit 1 of such agreements.

The parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as the employees' exclusive bargaining representative for the purpose of collective bargaining with the Employer, or to refrain from such activity.

The Employer will take a positive approach to unionization of employees employed in classifications listed in Exhibit 1 of the agreements between the parties. It will advise such employees that it welcomes their selection of a collective bargaining agent. The Employer will not do any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by such employees of a collective bargaining agent, or preference for or opposition to any particular union as a bargaining agent.

The Union and its representatives will not coerce or threaten any employee of the Employer in an effort to obtain authorization cards.

If the Union provides written notice to the Employer of its intent to organize employees employed in classifications listed in Exhibit 1 of the agreements between the parties, the Employer shall not interfere with access on its premises to such employees by the Union to the extent such access is permitted by the Employer's lawful solicitation rules.

Within ten (10) days following receipt of such written notice of intent to organize employees employed in classifications listed in Exhibit 1 of the agreements between the parties, the Employer will furnish the Union with a complete list of such employees, including both full and part-time employees employed in classifications listed in Exhibit 1 of the agreements between the parties, showing their job classifications and departments. Within two (2) weeks thereafter, the Employer will furnish a second list of such employees to the Union, including the addresses of all employees unless an employee objects in writing to the disclosures of his or her name. Thereafter, the Employer will provide updated lists monthly.

The Union may request recognition as the exclusive collective bargaining agent for the employees in the traditional bargaining unit represented by the Union in the hotel-casino industry in Las Vegas. A disinterested, neutral party mutually satisfactory to the Employer and the Union will be selected to conduct a review of employees authorization cards and membership information submitted by the Union in support of its claim to represent a majority of the employees in the unit. If a majority of employees within the unit has joined the Union or designated it as their exclusive collective bargaining representative, the Employer will recognize the Union as such representative of the employees and will extend to such employees this collective bargaining agreement between the Union and the Employer together with any amendments agreed to by the parties. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this agreement.

During the life of this Agreement, the Union will not engage in picketing or other economic activity at any operation covered by this Section, provided that if the Employer recognizes any union as the exclusive collective bargaining representative of employees in the unit, or any part thereof, traditionally represented by the Union, this paragraph shall terminate immediately and without notice.

The parties agree that any disputes over the interpretation or application of this Section shall be submitted to expedited arbitration in the manner provided in Subparagraph 2(a) of Section 21.03 of the agreements between the parties, with Fred Horowitz of California, or any other mutually acceptable person, as the Arbitrator. The Arbitrator shall have the authority to order the non-compliant party to comply with this Section. The parties hereto consent to the entry of any order of the Arbitrator as the order or judgment of the United States District Court for the District of Nevada, without notice or entry of findings of fact and conclusions of law.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21<sup>st</sup> day of August, 2019, in Clark County, State of Nevada.

EMPLOYER – PARBALL NEWCO, LLC  
dba BALLY'S LAS VEGAS

BY: Gray Sclar  
ITS: Regional President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: Monica Arguello Klein  
ITS: President  
BY: Ta Sclar  
ITS: Secretary-Treasurer

## MEMORANDUM OF AGREEMENT RE SPECIALTY/GOURMET ROOM SERVER

THIS AGREEMENT is made and entered into by and between PARBAL CORPORATION dba BALLY'S LAS VEGAS (hereinafter, the "Employer") and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, for and on behalf of CULINARY WORKERS UNION, LOCAL NO. 226 and BARTENDERS UNION, LOCAL NO. 165 (hereinafter, the "Union"), and is hereby attached to and made a part of the collective bargaining agreement.

The parties hereby establish the following:

Whereas the current practice of a combined seniority list for all regular and steady extra Specialty/Gourmet Food Servers exists, it is the intent of the parties to establish two separate, regular and steady extra classifications for Bally's specialty/gourmet rooms, e.g.:

Specialty/Gourmet Room Server – Asia

Specialty/Gourmet Room Server – Other specialty/gourmet rooms

NOTE: A regular Specialty/Gourmet Room Server in Asia who desires to upgrade to the existing Specialty/Gourmet Room Server in other specialty gourmet rooms shall progress to these other rooms through the steady extra board and subsequently to a regular position in those rooms.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21st day of August, 2008, in Clark County, State of Nevada.

EMPLOYER – PARBAL CORPORATION  
dba BALLY'S LAS VEGAS

BY: Marilyn G. Ween  
ITS: President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: W. Nestor C.  
ITS: President  
BY: Terry Deemesh  
ITS: Secretary-Treasurer

## MEMORANDUM OF AGREEMENT RE SUBCONTRACTING/SUBLEASING

THIS AGREEMENT is made and entered into by and between PARBAL CORPORATION dba BALLY'S LAS VEGAS (hereinafter, the "Employer"), and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, for and on behalf of CULINARY WORKERS UNION, LOCAL NO. 226 and BARTENDERS UNION, LOCAL NO. 165 (hereinafter, called the "Union"), and is hereby attached to and made a part of the Collective Bargaining Agreement.

The parties hereby establish the following:

It is recognized notwithstanding the provisions of Section 29.01 - Subcontracting and Subleasing, Bally's Las Vegas may purchase prepared bread food items from outside sources for use in its establishment. It is the intention of Bally's that there will be no elimination of jobs associated with the implementation of this process. Any employee being displaced will be transferred in accordance with the terms of the current Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21st day of August, 2008, in Clark County, State of Nevada.

EMPLOYER – PARBAL CORPORATION  
dba BALLY'S LAS VEGAS

BY: Marilyn G. Ween  
ITS: President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: Mark L. Toney  
ITS: President  
BY: Tony Deemus  
ITS: Secretary-Treasurer

## MEMORANDUM OF AGREEMENT RE SWENSON'S

THIS AGREEMENT is made and entered into by and between PARBAL CORPORATION dba BALLY'S LAS VEGAS (hereinafter, the Employer), and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, for and on behalf of CULINARY WORKERS UNION, LOCAL NO. 226 and BARTENDERS UNION, LOCAL NO. 165 (hereinafter, called the Union), and is hereby attached to and made a part of the Collective Bargaining Agreement.

The parties hereby establish the following:

It is the intent of Bally's to operate three (3) fast food operations in the location currently occupied by Swenson's and adjacent space but not to exceed the current total square footage. The parties agree that these operations are not covered by the Collective Bargaining Agreement. The parties agree that said work shall continue to be excluded from all the terms and conditions of this agreement.

The Employer agrees that it will not perform room service from the above-described operations or expand such during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21st day of August, 2008, in Clark County, State of Nevada.

EMPLOYER – PARBAL CORPORATION  
dba BALLY'S LAS VEGAS

BY: Marilyn G. Ween  
ITS: President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: W. M. Tracy  
ITS: President  
BY: Terry Deenish  
ITS: Secretary-Treasurer

## **MEMORANDUM OF AGREEMENT RE SHOWROOM COCKTAIL SERVERS**

THIS AGREEMENT is made and entered into by and between PARBAL CORPORATION dba BALLY'S LAS VEGAS (hereinafter, the "Employer") and 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 the "Union"), and is hereby attached to and made a part of the Collective Bargaining Agreement.

The parties hereby establish the following:

In Showrooms where no food or beverage has been provided for a period in excess of the recall rights of previously laid off Showroom Food Servers as set forth in the Collective Bargaining Agreement, the Employer shall have the right to provide beverage services in such Showrooms using employees in the Cocktail Server classification. In the case of Cocktail Servers, Section 16.11 shall apply, whereas stations for Cocktail Servers, in the showrooms, shall be rotated daily, in or between the showrooms, on an equitable basis. Management reserves the right to assign Cocktail Servers performing work within the showroom(s) to either a four (4) hours/day; six (6) hours/day; eight (8) hours/day; or ten (10) hours/day shift as necessary for the efficient operation of the showrooms (as outlined in Exhibit 1).

At this time, Cocktail Servers will present checks for services rendered in accordance with Sections 16.18 and 19.01 complimentary guests.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21<sup>st</sup> day of August, 2008, in Clark County, State of Nevada.

EMPLOYER – PARBAL CORPORATION  
dba BALLY'S LAS VEGAS

BY: Marilyn G. Weir  
ITS: President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: W. M. Taylor  
ITS: President  
BY: Levy Deenard  
ITS: Secretary-Treasurer

## MEMORANDUM OF AGREEMENT RE 20.04

THIS AGREEMENT is made and entered into by and between PARBAL CORPORATION dba BALLY'S LAS VEGAS (hereinafter, the "Employer") and 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 the "Union"), and is hereby attached to and made a part of the Collective Bargaining Agreement.

The parties hereby establish the following:

A successful bidder under Article 20, Section 20.04(b) for a temporary vacancy, which does not last at least ninety (90) days, will be eligible for another transfer under that section of the agreement.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21st day of August, 2008, in Clark County, State of Nevada.

EMPLOYER – PARBAL CORPORATION  
dba BALLY'S LAS VEGAS

BY: Marilyn G. Ween  
ITS: President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: W.M. Stoy  
ITS: President  
BY: Terry Deenish  
ITS: Secretary-Treasurer

## MEMORANDUM OF AGREEMENT RE COCKTAIL SERVER AND LAYOFF

THIS AGREEMENT is made and entered into by and between PARBAL CORPORATION dba BALLY'S LAS VEGAS (hereinafter, the "Employer") and 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 the "Union"), and is hereby attached to and made a part of the Collective Bargaining Agreement.

The parties hereby establish the following:

In the event of a reduction in force under Article 20, Section 20.03(a), a regular employee in the Cocktail Server classification, who would displace a junior employee assigned to a four (4) hour shift, may as an option be assigned to the extra board, in accordance to Article 20, Section 20.03(a). The employee may voluntarily accept the four (4) hour shift. When a six (6) hour or eight (8) hour permanent vacancy arises, the employee assigned to the extra board, after the bid procedure of Article 20, Section 20.04(b) is exhausted, must accept recall to the remaining vacancy.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21 day of August, 2008, in Clark County, State of Nevada.

EMPLOYER - PARBAL CORPORATION  
dba BALLY'S LAS VEGAS

BY: Marilyn G. Wren  
ITS: President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: W. Martin  
ITS: President  
BY: Terry Deemus  
ITS: Secretary-Treasurer

## **MEMORANDUM OF AGREEMENT RE COCKTAIL SERVER SHIFT ASSIGNMENTS**

THIS AGREEMENT is made and entered into by and between PARBAL CORPORATION dba BALLY'S LAS VEGAS (hereinafter, the "Employer") and 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 the "Union"), and is hereby attached to and made a part of the Collective Bargaining Agreement.

The parties hereby establish the following:

The Hotel's current practice regarding Cocktail Server's Shift Assignments in the Casino and Lounge areas of five (5) full or short shifts (of six (6) hours or more) shall continue for the term of this Collective Bargaining Agreement. The parties will discuss any changes to a four (4) hour assignment as the need for such an assignment arises.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21st day of August, 2008, in Clark County, State of Nevada.

EMPLOYER – PARBAL CORPORATION  
dba BALLY'S LAS VEGAS

BY: Marilyn G. Ween  
ITS: President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: W. M. Stoy  
ITS: President  
BY: Terry Greenough  
ITS: Secretary-Treasurer

## MEMORANDUM OF UNDERSTANDING RE: 11.03 - VACATIONS

The Parties agree to the following:

The Employer and the Union shall form a joint committee to study ways to improve the system for scheduling vacation, with the power to amend this section as mutually agreed, under Article 31, Section 31.02.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 25 day of August, 2008, in Clark County, State of Nevada.

EMPLOYER – PARBAL CORPORATION  
dba BALLY'S LAS VEGAS

BY: Marilyn G. Warren  
ITS: President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: W. M. Taylor  
ITS: President  
BY: Terry Deemash  
ITS: Secretary-Treasurer

## **MEMORANDUM OF UNDERSTANDING RE: VIP CERTIFICATION**

1. The Employer and the Union recognize that separate venues/section currently exist and/or may be established for the purpose of providing service to Diamond and Seven Star guests (VIP guests).
2. Such venues/station will be limited to non-gaming areas, and will include a separate reserved section for VIP guests. Such venues/stations will include:
  - a) Diamond Lounge
  - b) Seven Star Lounge
  - c) Buffets
  - d) Café/Coffee Shop
3. Service for VIP guests will be provided by bargaining unit employees, who are VIP certified, within the following classifications:
  - a) Food Server (Café/Coffee Shop)
  - b) Buffet Server
  - c) Hostess
  - d) Cashier
  - e) Hostess/Cashier (combination job where it currently exists)
4. Vacancies for shifts for VIP guests will be posted as a shift bid.
  - a) Bids will include the duties and responsibilities, and a summary of qualifications applicants are required to possess. The bid will prominently state that bidders will be required to pass a test.
  - b) All tests will be in accordance to guidelines established in Section 20.09(7).
  - c) In the event of a panel interview, a representative of the Union will be invited to observe the process.
  - d) Positions will be awarded in order of seniority to bidders who have received a passing score on all tests, regardless of their respective scores.
  - e) Full-time retail servers may request VIP training. The Employer shall offer such training two times each calendar year. In January and July of each year the servers may sign a request for training sometime in the course of the six-month period. The Employer is not responsible for tip earnings during the VIP training. However, retail servers in lay-off status may not request or receive VIP training.
5. VIP certified employees who are performing work in venues/stations reserved for VIP guests shall be paid a premium of Twenty-Five Cents (25¢)/hour above the contractual contract rate of the corresponding non-VIP certified classification.
6. Employees who are currently working within a venue/station that is reserved for VIP guests will be grandfathered, and will not be required to pass any testing as identified in 4(a) above.
7. Station rotations will be separate and distinct within VIP certified venues/stations and non-VIP certified stations.

8. Where a Café or Buffet provides separate service for VIP customers, and non-VIP customers, a combined steady extra board will be maintained. VIP certified steady extra employees will be offered available work, in order of seniority, in both VIP and non-VIP areas. Employees who are not VIP certified are not entitled to extra work in the VIP venues/stations.

9. Notwithstanding anything in this Memorandum, there shall be no bumping into or out of any VIP venue/station, including but not limited to in the event of a layoff. Employees who are displaced in a reduction in force from a VIP venue/station shall go into layoff status, and shall be eligible, based on seniority for the next available vacancy in a VIP or non-VIP certified station. VIP servers will be laid off in proportion to the number of VIP guests attending the restaurant, based on business trend at the time of layoff. Retail servers will be laid off in proportion to the number of Retail guests attending the restaurant based on business trends at the time of layoff.

10. When being recalled from layoff, Retail servers who are VIP-certified may accept VIP positions. However, if a Retail Server who is VIP-certified is recalled to a retail position and no VIP position is available, the Retail server must accept that Retail server position.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21<sup>st</sup> day of August, 2019, in Clark County, State of Nevada.

EMPLOYER – PARBALL NEWCO, LLC  
dba BALLY'S LAS VEGAS

BY: Gary Selen  
ITS: Regional President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: Monica Argullo Klein  
ITS: President  
BY: Tor Siv  
ITS: Secretary-Treasurer

## **MEMORANDUM OF UNDERSTANDING RE: D LIST BANQUETS**

Employees on joint D-List shall have opportunity to accept Banquet work at Caesars Palace, Bally's, Paris, Flamingo, Harrah's, Planet Hollywood and Rio.

The following individuals shall be eligible to volunteer for the Banquet D-list:

- Employees who are currently on the A-list, CBC or B-lists at any of the above properties. (For Caesars Palace, the C+ list may also volunteer.)
- The Union Hall's existing A-list Servers and Bartenders.

To the extent the employer requires additions to the D-List such positions will first be filled through the posting of promotional bids. Bids will be posted at the above-mentioned properties.

Scheduling of the A-list, CBC, and B-list employees at each covered property will not change as a result of the D-list being created. (For Caesars Palace, the scheduling of the C+ list will not change as a result of the D-list being created.) The employer may offer work to the D-List after exhausting its A-list, CBC and B-list (and at CP the C+ list). Service on the D-List shall not excuse a Banquet employees' obligations or assignments arising from being on a different banquet list at their home property, except that once a D-List employee has accepted D-List work, he/she shall not thereafter be scheduled to work a conflicting function at their home property.

Once work for the D-list has been identified, the Company will list the functions on an automated phone system and/or website. For either scheduled or pop-up events, regularly-scheduled servers and bartenders (A-list, CBC, and B-List employees, and for Caesars Palace, the C+ list) will have 15 minutes to access the phone system and/or website to accept work before non-scheduled servers and bartenders can access the phone system and/or website.

The D-list employees must call/log onto website in order to accept available D-List work after the 15 minutes has expired.

**Example:** Bally's has a function for 5,000 people. Management schedules the A-list and B-list employees. Once the A-list and B-list have been scheduled and it is determined the event requires more servers, the event may be listed on the automated phone line and/or website.

### **Administration of the D-list**

A handbook will be created to include policies and procedures to remain as consistent as is reasonably practicable among the covered properties, taking into consideration the differing operational needs of each property.

The Company shall conduct mandatory orientation for all employees on the D-List. This orientation will include review of the handbook as well as training on customer service. Following orientation, individuals volunteering for the D-List who are not then-current regular

Banquet employees at a covered property must pass a test developed and administered by the Employer prior to being eligible for D-List work.

The Employer and the Union agree to form a separate committee to address the further development and administration of the D-List.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 21<sup>st</sup> day of August, 2019, in Clark County, State of Nevada.

EMPLOYER – PARBALL NEWCO, LLC  
dba BALLY'S LAS VEGAS

BY: Gary Stelen  
ITS: Regional President

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY: Leocinda Aiguelo Klue  
ITS: President  
BY: Terri Rau  
ITS: Secretary-Treasurer