COLLECTIVE BARGAINING AGREEMENT

between

Host International, Inc.

at

McCARRAN INTERNATIONAL AIRPORT, LAS VEGAS, NEVADA

and

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

June 1, 2015 – May 31, 2021

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AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of June, 2015, by and between HOST INTERNATIONAL, INC. at McCarran International Airport, Las Vegas, Nevada (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 226, and BARTENDERS UNION, LOCAL 165 (hereinafter, called the "Union").

WITNESSETH:

WHEREAS, 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 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.
The Employer recognizes the Union as the exclusive collective bargaining representative for the Employer's retail food and beverage employees working in the Airport Division at McCarran International Airport 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 that Exhibit are properly within the bargaining unit. Any classification in the Airport Division retail food and beverage units operated by the Employer at McCarran International Airport established by the Employer and not listed in Exhibit 1, where the employees perform duties covered by this Agreement, shall be a part of this Agreement at a wage rate to be negotiated between the Union and the Employer. Excluded from the bargaining unit are office clerical, confidential employees, clerical employees, maintenance employees not performing porter's work and guards, managers and supervisors as defined by the National Labor Relations Act of 1947 as amended which classifications 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 operations they are performing.

ARTICLE 2 - HIRING OF EMPLOYEES

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

At its sole option, the Employer may notify the Union who shall assist the Employer in obtaining applicants who meet the qualifications required by the Employer. When applicable, the Union's

selection of applicants for referral shall be on a nondiscriminatory basis, and shall not be based upon or in any way affected by membership in the Union or the Union's bylaws, rules, regulations, constitutional provisions or any other aspects or obligations of Union membership, policies, or requirements, or upon an applicant's race, color, religion, sex, age or national origin, actual or perceived disability or a history of disability.

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's referral service shall send applicants named by the Employer directly back to the Employer. The Union will process these applicants within four (4) hours during which the Union's referral service is open for business. 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. This process shall be effective January 1, 2018 with a review of the process no later than January 1, 2019. 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. No Individual Contracts.
No employee covered by this Agreement shall be compelled or allowed to enter into any individual contract or agreement with the Employer, concerning conditions of employment which varies the terms or conditions of employment contained in the Agreement.

2.03. Hiring of Bartenders.
The Employer agrees that all Bartenders hired by the Employer shall have completed the Local 165 Joint Apprenticeship Training Program, and passed the craft exam related to that program, so long as in the Employer's sole judgment this results in a sufficient supply of best qualified candidates. Notwithstanding the above, current Bartenders, and future Bartender transfers from other Host locations with a minimum of one year experience as a Bartender, are exempt from this requirement. HMS Host will provide documentation to verify the one year experience and will post the Union Craft Card as a requirement on all job postings. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits, or other forms of liability including attorney's fees, that may arise out of or by reason of action taken by the Employer in abiding by the terms of this paragraph.

ARTICLE 3 - UNION SECURITY

3.01. 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.

3.02. 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. Union Visitation.
(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 to 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 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.

4.02. Bulletin Boards.
The Employer will provide the Union with space on their existing bulletin board for up to two (2) 8-½" x 11" Union notices. The notices must be legitimate Las Vegas Joint Board Union business, affecting HMSHost employees. Prior to posting, the Union will provide a copy of notices to management.

4.03. Stewards
The Union may select trained Union Stewards from among the employees. Trained Union Stewards may act as Union representatives, or may assist Union representatives in proceedings under Article 18 (Grievance and Arbitration), and the discussion with the Employer's designated representative 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 the authorized activities described above on paid work time, unless the Employer's designated representative provides specific authorization to the Union Steward. No employee shall participate in non-work meetings, discussions or other activities with the Steward while the employee is on paid work time, unless the Employer's

designated representative agrees that the employee attend 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.

4.04. 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 (10th) 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, social security number, address, phone number, department, job title, gender, hire date, Article 10 category, and date of birth.

(b) By the tenth (10th) 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, social security number, the reason for any termination, leave of absence, or-transfer, the date(s) of any 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 encrypted email or uploaded to the union's secured website.

(d) The Employer shall furnish the Union upon request but not more than semi-annually with a list of all employees in the bargaining unit, including each employee's name, Social Security number, department, job title, home address, phone number, and date of hire, date of birth, date of hire, gender, 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, containing header information, in electronic form in any one of the following media:

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

ARTICLE 5 - WAGES

5.01. Weekly Payment.
All wages of regular employees shall be paid on a bi-weekly basis; if the Employer changes to a weekly payroll, the Union shall be notified.

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 an employee's wages. Employees shall not be required

to divide their gratuities with any person, except as provided otherwise in the Agreement. The Employer shall not post or display notices restricting gratuities.

5.03. Terminated Employees.
Employees who are discharged and/or who resign shall be paid in accordance with applicable laws.

5.04. Delinquencies.
If any Employer becomes delinquent in the payment of wages or is operating in receivership by the Board of Trade of 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 employees 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 pay check due after the employee is notified of the days or the next pay check 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 in accordance with the preceding sentence exists unless the matter is otherwise resolved.

5.06. Superior Workperson.
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 wages scales as specified in Exhibit 1, attached to and made part of this Agreement, for the classifications in which they are employed, provided that the Employer is not required to pay such increases to employees earning Superior Workmen rates that already equal or exceed the applicable minimum wage scales as specified in Exhibit 1.

5.07. Combination Jobs.
When an employee works in two or more job 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. Where an employee works in more than one job classification during his/her shift, excluding meal and rest period relief, he/she shall be paid the highest of the classification rates in which he/she works for all time worked in excess of two (2) hours in a higher-rated classification. An employee assigned to a higher paid job classification shall not be required

regularly to perform the work of employees assigned to a lower paid classification; provided, however, that the above shall not prevent an employee in a higher paid classification from performing work incidental to his/her own job which has historically been done by employees in such classification, even though such work may also be performed regularly by employees in lower paid classifications.

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 employee, after having completed the probationary period under Section 17.01, shall be discharged except for just cause. An employee may be discharged without prior warning for dishonesty, willful misconduct, drunkenness, drinking alcohol during working hours on the job, being under the influence of an unlawful controlled substance during working hours on duty, unlawful possession of a controlled substance during working hours, or using a controlled substance at any time while on the Employer's premises, unlawful sale of a controlled substance, refusing to submit to testing for drug or alcohol usage as provided in accordance with the provisions of Section 6.01(b) of this Agreement, serious improper behavior or discourtesy toward a customer, guest, manager, or coworker, insubordination, failure to report for work without just cause, walking off the job during a shift, fighting, sleeping on the job or willful and malicious destruction of Employer's property. The above provisions relating to controlled substances will not apply to medicine lawfully prescribed for the employee using the substance by a licensed physician and used in accordance with the prescription. Prior to any discharge for any other reason, an employee must be given a written warning and reasonable opportunity to correct the deficiency. Upon the discharge of any employee for reasons other than dishonesty, the reason therefore shall be given to the employee in writing. When an employee is discharged or suspended for willful misconduct, the notice shall contain the specific conduct or offense deemed by the Employer to constitute willful misconduct. Upon request by the Union, legible copies of all documents relied upon by the Employer in making the discharge or suspension, including copies of any written complaints or reports concerning the employee, either by a customer, an outside agency, or the Employer's own employees, and copies of any relevant cash register tapes, shall be furnished to the Union within five (5) working days after such request. The names and addresses of customers who make written complaints against an employee shall be furnished to the Union on request if such are relied on by the Employer as a basis for discharge of the Employee. An employee may not be discharged solely on the basis of verbal complaints by customers. The Union shall furnish the Employer with copies of its inquiry to guests and of the guests' responses to any Union inquiry within seventy-two (72) hours of receipt. Copies of videotapes relied upon by the Employer for any suspensions or discharges shall also be provided upon request, provided the Employer has the copying capability and if the Union pays the reasonable costs for furnishing the copy.

(b) Where there is reasonable cause to believe that an employee is under the influence of alcohol or a controlled substance, the employee, after being notified of the contents of this subsection, must consent to an immediate physical examination at an independent medical facility or suffer the penalty of discharge. The Employer shall pay for the cost of the examination, and the employee shall be paid

for all time required for the examination. There is an absolute presumption that an employee is under the influence of alcohol where his or her blood alcohol level meets or exceeds the legal presumption of intoxication recognized by the State of Nevada. 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 three (3) years' service may be offered before, after, or at any time during the grievance process two (2) months' pay including the higher of declared or assigned tips in lieu of processing a grievance and arbitrating the discharge. In the event the employee declines this offer when made by the Employer, the Union will not arbitrate the discharge unless it objectively determines that, in its judgment, the discharge constituted a flagrant miscarriage of justice. In the event a positive determination is made, and the Union processes the discharge to arbitration, the arbitration procedure to be used, i.e., either type of expedited procedure or the regular arbitration procedure, shall be determined by the Employer notwithstanding the provisions of Section 18.03.

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 beginning or end of a shift. Due to the Airport Authority's Mandate on security and security breaches resulting in the closure of security check point, employees having reported on time but delayed by the security breach will not lead to disciplinary action for the purpose of tardiness. Upon request by the Union, legible copies of all documents relied upon by the Employer in issuing the warning notice, including copies of any written complaints or reports concerning the employee, either by a customer, an outside agency, or by the Employer's own employees, and copies of any relevant cash register tapes shall be furnished to the Union within three (3) working days after such request. The names and addresses of customers who make written complaints against an employee shall be furnished to the Union on request if such are relied on by the Employer as a basis for the warning notice. An employee may not be issued a warning notice solely on the basis of verbal complaints by customers. Warning notices, written customer complaints, and reports of outside agencies or of the Employer's own security force concerning conduct of an employee shall become null and void one (1) year after the date of issuance and may not thereafter be used as a basis for or in support of any subsequent discharge or disciplinary action. Employees shall be required to sign all notices for the purpose of acknowledging receipt.

6.03. Time of Discharge.

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

6.04. Disciplinary Suspension.

No employee shall be suspended 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 the employee except where the suspension is for one of the enumerated causes for discharge. All suspensions shall be for reasonable periods under the circumstances of each case. An employee may not be given a disciplinary suspension solely on the basis of verbal complaints by customers.

Suspensions shall become null and void one (1) year after the date of issuance and not thereafter be used as a basis for or in support of any subsequent discharge or disciplinary action.

6.05. 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 18 - 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 for any period of time since his/her discharge unless it is reasonable to do so taking in to account the efforts by the employee to fulfill his/her duty to mitigate damages with respect to that period of time.

ARTICLE 7 - REPORTING PAY

7.01. Reasons for Payment.
When the Employer or his/her representative orders an employee to report for work, or fails to notify an employee not to report for work as previously scheduled, for any reasons, and said employee is not allowed to work, the Employer shall pay the employee at the employee's regular rate of pay for his/her scheduled shift, provided, however, that where an employee is sent home because of airline operations beyond the Employer's control, 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, he/she 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; provided that this section shall not be construed to prohibit an employee, with the Employer's approval, from voluntarily leaving work early if he/she so desires and being paid only for the time actually worked on that shift.

7.04. Required Training & Communication Meetings.
The Employer may require training and communication meetings. The Employer must provide a minimum of twenty-four (24) hours' notice in order to require such attendance. All meeting time referenced above will be considered time worked. An employee who is off on a meeting day will be paid for actual hours of meeting attendance or a minimum of four (4) hours, whichever is greater.

ARTICLE 8 - DISCRIMINATION AND LIE DETECTOR TESTS

8.01. Prohibited Discrimination.
There shall be no discrimination by the Employer or the Union against any employee because of membership or non-membership in, or activity on behalf of the Union, provided that an employee's

Union activities shall not interfere with the performance of his/her 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 or national origin, sexual orientation or disability as defined in the Americans with Disabilities Act. Notwithstanding any other provision of this Agreement, the Employer is permitted to take all actions necessary to comply with the Americans with Disabilities Act. However, any actions taken by the Employer to comply with the Americans with Disabilities act to affect reasonable accommodations will be discussed and reviewed with the Union prior to implementation.

8.02. Lie Detector Tests.
No employee shall be required directly or indirectly by the Employer to take a lie detector test.

8.03. Confessions or Statements.
If an employee requests the presence of a Union Representative or Shop Steward and none is available, he/she shall not be required or requested by the Employer to sign a confession or statement concerning the employee's alleged irregularities in the handling of money, merchandise or supplies.

ARTICLE 9 - HOURS OF WORK 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-day (5-day) workweek; ten (10) hours shall constitute a full shift, based on a four-day (4-day) workweek; and six (6) hours shall constitute a short shift. Overtime shall be paid at the rate of time and one-half the straight-time hourly rate for the following. See section (c) below for exceptions regarding scheduled ten-hour shifts.

1. For employees assigned to a schedule of full or short shifts, all hours worked in excess of eight (8) in any workday.

2. All hours worked in excess of forty (40) hours in any workweek.

3. All hours worked on the sixth (6th) consecutive day worked.

(b) Overtime shall be paid at the rate of two and one-half times the straight time hourly rate for all hours worked on the seventh (7th) consecutive day worked.

(c) Ten Hour Shifts. Ten (10) hour shifts may be scheduled for employees in all classifications. All work performed in excess of ten (10) hours in a workday shall be paid at the rate of time and one-half (1-½X). All work performed by an employee with a ten (10) hour shift on that employee's fifth (5th) consecutive day of work will be paid at time and one-half (1-½X), on that employee's sixth (6th) consecutive day of work will be paid at two times (2X), and on that employee's seventh (7th) consecutive day of work will be paid at two and one-half (2-½X) the employee's straight-time hourly rate of pay respectively.

(d) Holidays not worked and paid for at straight time under Section 12.02 of this Agreement shall count as a shift for the purpose of computing weekly overtime.

(e) Overtime shall not be paid under this Article for more than one reason for the same hours worked. There will be no pyramiding of overtime.

(f) In recognition of computer limitations and the need for national coordination, it is understood that the payroll/work week (currently Friday through Thursday) may be changed one time during this Agreement by the Employer's corporate payroll department.

9.02. Days Off.

(a) Days off shall be consecutive, and an employee who works on a scheduled day off and has broken days off in a workweek shall be paid at time and one-half (1-½X) the employee's straight-time hourly rate of pay for work performed on a scheduled day off.

(b) Employees may bid in accordance with Article 17.04(b) or be hired to work ten (10) hours shifts. Employees placed on a ten (10) hour shift shall have a minimum of three (3) scheduled days off per workweek, of which two (2) are consecutive. All work performed in excess of ten (10) hours in a workday shall be paid at the rate of time and one-half (1-½X). All work performed on the seventh (7th) consecutive day shall be paid at two and one-half times (2-½X) the employee's straight time hourly rate of pay.

9.03. Guaranteed Work.

(a) Regular and relief employees shall be guaranteed and paid for the following amount of work each week.

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

(a) Cooks, Fry Cooks, Cook's Helpers, Runners and Kitchen Workers/Porters, except those hired to work on or after June 1, 1985, on the graveyard shift or in conjunction with another full shift Kitchen Worker/Porter.

(b) Bartenders, except those hired on or after June 1, 1985 to work in the bars other than in the main bar.

(c) Dining Room/Cafeteria classifications, except Host/Hostess, Food Servers, Cocktail Servers, Bus Person--Restaurant, Fast Food Attendant and Snack/Liquor Cart Attendants.

2. All regular employees exempted from the five full shift requirements of Article 9.03(a)(1), other than Kitchen Workers/Porters hired after June 1, 1985 who worked on the graveyard shift of in conjunction with another full shift Kitchen Worker/Porter, shall receive not less than five full or short shifts of the number of hours specified for their classifications in the Wage Exhibit 1 attached hereto. It is agreed between the parties that in the administration of provision of 9.03(a) "in conjunction with" means that the Employer may utilize a steady extra short shift Kitchen Worker/Porter on swing shift as long as at least one other full shift regular Kitchen Worker/Porter is scheduled to work.

(b) Employees called to work on their sixth (6th) or seventh (7th) 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.

Employees working a four day, ten hour scheduled workweek, who are called to work on their fifth (5th), sixth (6th) or seventh (7th) 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.

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

1. The first week of employment, including the first week of active employment or 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 17.04.

5. The first 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 works 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, fire or airline operations beyond the Employer's control.

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.

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. 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 shift and the commencement of the next

shift. Relief employees shall be allowed at least eight (8) hours off duty. Except in emergencies or when an employee's shift schedule is changed or his/she is transferred to a different shift under Section 17.04(b), all work performed by a regular employee within fourteen (14) hours from the end of his/her last shift shall be paid at the rate of time and one-half (1-½X) his/her straight-time hourly rate of pay. All work performed by a relief employee within eight (8) hours from the end of his/her last shift shall be paid at the rate of time and one-half (1-½X) his/her straight-time hourly rate of pay.

9.05. Split Shift.
Split shifts shall be allowed only for Food Servers and Bus Persons. The split shift shall be eight (8) hours within eleven (11) hours, with one split. Any employee working a split shift shall receive one dollar and fifty cents ($1.50) per shift in addition to the regular rate of pay.

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 first and last name, and classification of each employee, and specifying days off and starting and finishing times. When employees not originally scheduled to work during any week are later called in to work during that week, their names and classifications shall be added to the posted work schedule not later than the end of the first shift they work. At least twenty-four (24) hours' notice must be given to employees affected by a change of schedule; provided, however, that an employee need only be notified before leaving work on his/her prior shift of any change in his/her starting time for his/her next scheduled shift. No employee shall be required to call in or stand by for call. Shifts may not be rotated. The Employer shall make available to the Union Representative copies of schedules on a monthly basis.

9.07. Emergency Overtime.
(a) In the event of delayed or downed aircraft, management, at its own discretion, may request employees to work emergency overtime hours.

(b) Employees may be required to work emergency overtime in the event of staffing shortages or for unanticipated peaks in customer demands. In the event overtime is required, employees in the affected unit currently on the floor will first be offered overtime in accordance with their house seniority. In the event there are not sufficient volunteers, the least senior employee in a desired job classification currently on the floor within the affected unit may be assigned.

ARTICLE 10 - REGULAR, RELIEF AND STEADY EXTRA EMPLOYEES

10.01. Regular Employees.
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 his/her particular classification under Section 9.03 hereof.

10.02. Relief Employees.
A relief employee is a regular employee who usually, but not always, works varied shifts to replace other regular employees on the latter's days off or during vacations or temporary absences. Relief employees are subject to the provisions of Section 17.04. Relief employees shall be paid not less

than the minimum scale of wages for the job classification in which the relief work is performed, and shall not be deemed to be extra employees.

10.03. Steady Extra Employees.
A steady extra employee is a temporary or part-time employee hired on or after June 1, 1985 who is carried on the Employer's regular payroll for predesignated shifts 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.

10.04. Intentionally Omitted.

10.05. Steady Extra Board.
The Employer shall have the right to establish a Steady Extra Board consisting of steady extra employees.

The number of steady extra employees who may be carried on the Employer's Steady Extra Board shall not exceed (1) or twenty-five percent (25%) of all non-tipped classifications, whichever is greater, or one (1) or twenty-five percent (25%) of all tipped classifications, whichever is greater. The increase from 15% to 25% of all non-tipped classifications shall be achieved by attrition or by new hires, not by reclassification.

10.06. Conditions Applicable to Steady Extra Board Personnel.
(a) Employees carried on the Steady Extra Board shall be covered by all terms of this Agreement, except that the following provisions shall not be applicable to such employees: Sections 9.03, 12.02(a), 13.01(h) and Article 17, provided further that Article 6 is not applicable to those who have worked less than fifty (50) shifts in the preceding six (6) consecutive month period. Article 18 shall not be applicable to claims asserted under the above specified provisions of the Agreement. Vacation pay under Article 11 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 17 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 that this termination provision shall not apply if fewer than twelve (12) shifts have been made available to the employee during that period..

(b) Steady Extras will be offered (after regular employees bid in accordance with their seniority) every relief and regular opening in their classification in order of their steady extra classification seniority. The junior person on the extra board must accept the assignment if all other more senior employees on the board have refused.

For Full Time regular openings, junior person on the extra board must accept the full time position if all other more senior employees on the board have refused.

Vacation extra board assignments must be accepted in block format.

Steady Extra employees will have the same rights as other employees to bid for promotions using house seniority from original date of hire (17.04(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, his/her classification seniority shall date from the most recent date of transfer into their present classification on a full-time basis, and house seniority shall date from the original date of hire.

ARTICLE 11 - VACATIONS

11.01. Amount of Vacation.
After one (1) year of continuous service, without a break in employment, with the Employer covered by this Agreement, and on each annual anniversary date thereafter of his/her continuous employment with such Employer, an employee shall become entitled to a paid vacation in accordance with the following schedule:

Years of Continuous Service	Amount of Paid Vacation
1 year	1 week
2 years	2 weeks
6 years	3 weeks
12 years	4 weeks

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 thirty (30) days prior to the employee's anniversary date. The employee must request their vacation thirty (30) days prior to the beginning of their vacation period and the employer shall respond within fourteen (14) days. If the request is for less than five (5) days, the employee must request their vacation seven (7) days prior to their vacation period and the employer will respond within seven (7) days. 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. Under such circumstances, the employee shall be given at least thirty (30) days' advance notice by the Employer of the vacation period. Subject the above provision of this Section, preference for vacation periods shall be based on the seniority of the employees entitled to vacation periods, provided that the Employer shall have the right to schedule vacations of employees requesting the same vacation period so as to not interfere with the efficient operations of the facility. Employees may request vacation time in increments of one (1) day at a time.

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. Time absent from work while on authorized leave of absence shall not break an employee's continuity of service, but except for leave due to industrial illness

or injury under Section 13.02, shall not be counted in computing continuous service for the purpose of vacation eligibility.

11.04. Vacation Pay.

(a) Vacation pay must be taken as paid time off within one (1) year of their anniversary date beginning in 1996, 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 the greater, and shall be included in the regular pay period. If any holidays specified in Section 12.01 occur during an employee's vacation, he/she shall receive an additional day's pay for each such holiday.

(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, or four (4), 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.

After an employee has at least one (1) year of continuous service with an Employer, he/she shall be entitled to prorated vacation pay upon termination of employment. 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 his/her 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, the prorated amount of vacation shall be one-fourth (1/4) of a week's vacation pay for each one (1) month of service since his/her last previous anniversary date of employment. For an employee having twelve (12) or more years 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 his/her last previous anniversary date of employment.

ARTICLE 12 - HOLIDAYS

12.01. Recognized Holidays.

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

New Year's Day	January 1
Memorial Day	Last Monday in May

Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

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 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 (6th) or seventh (7th) 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.

(d) Eligibility. To be eligible for holiday pay, for the purpose of this Article, an employee must work as scheduled his/his last regular scheduled day immediately preceding the holiday and his/her next scheduled work day immediately following the holiday.

12.03. Failure to Report.

If an employee was scheduled by his/her 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, he/she shall not receive any holiday pay.

12.04. Floating Holidays

In lieu of Washington's Birthday and Veteran's Day, two (2) floating holidays may be selected by the employee subject to management approval and in accord with the following:

(a) An employee is not eligible to request a floating holiday until completion of the probation period.
(b) Holiday may not be taken prior to the observance (Washington's Birthday or Veterans Day) and must be taken prior to the next day of observance, the following year.
(c) Employee must be actively on the payroll and must have received prior management approval in writing. Such approval shall not be unreasonably withheld.
(d) Regular or relief employees only.
(e) 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.
(f) Must be taken as paid time off.
(g) Cannot be cancelled within thirty days of approved selection except in case of emergency.
(h) 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 probation.

Martin Luther King's birthday can be used as one of the two floating holidays if the employee notifies the Company by November 1, of the preceding year 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, provided the Employer retains the ultimate right to set limits for each outlet on any given day.

ARTICLE 13 - LEAVES 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 EICON shall be granted for the period of time that a treating physician certifies that the employee is unable to perform his/her regular job duties.

(b) Leaves of absence without pay for a bona fide medical condition or serious health conditions not compensable under the EICON shall be granted for periods not to exceed six (6) months total during any twelve (12) month period except that an employee on a leave of absence under this subsection because of pregnancy related medical condition may supplement the six (6) month leave provided here with a borrowing of part of the leave to which the employee would become entitled under subsection 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). As soon as possible, the employee shall provide, upon request, all proof or information available as to the need for such leave.

(d) Leaves of absence without pay for a period of up to twelve (12) months shall be granted for the birth and caring of employee's children or for the placement of a child with employee for adoption or foster care. 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. An employee must present proof of the child's birth, adoption or foster care to be eligible for such leave.

(e) Leaves of absence without pay or benefits shall be granted to up to four (4) employees 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 employee from each classification of HMS Host may take such leave at any time; 3) the employee on Union employment leave shall not return or be assigned to any property owned and/or operated by his/her Employer for the purpose of engaging in Union business; and 4) while his/her seniority with the Employer will continue to accrue while on this leave, it shall not accrue for vacation entitlement purposes.

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

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

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

(i) The Employer shall continue to make contributions for up to twelve (12) weeks in any one twelve (12) month period to the Health and Welfare Fund for an employee who is on leave of absence because of a serious health condition, or to care for a spouse, child or parent who has a serious health condition, or for the birth or caring of a child or the placement of a child with employee for adoption or foster care, provided the employee is or has been eligible to receive benefits from the Health & Welfare Plan by virtue of contributions made by the Employer or because the employee was already eligible when hired by the Employer. The twelve (12) week period will begin with the date the leave of absence begins. The contributions required under this provision shall be made at the minimum level necessary under the Health and Welfare Plan to maintain existing benefits under the Plan.

(j) Leaves of absence shall not be granted for the purpose of taking outside employment, with the exception of Section 13.01(e). 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.

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 20.04.

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 22 and 23 of this Agreement. In the event of a termination, the employee shall be entitled to all rights in accordance with Articles 6 and 18 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. Military Leave of Absence.
All employees covered by this Agreement will be granted Military Leave in accordance with HMS Host's Military Leave Policy, so long as such policy does not conflict with state or federal law.

ARTICLE 14 - MEALS

14.01. Meals Furnished by Employer.
All employees covered by this Agreement shall receive meals furnished by the Employer, which are palatable, varied, wholesome and comparable in quality to those served to customers.
All employees shall have a free choice of any meal, with a stipend of $10.69 per meal, retail value. This $10.69 shall rise by the same percentage as airport-approved menu increases during the life of this agreement, to be adjusted on the day the increase is implemented. It is understood that Starbucks is excluded from employee meals. Meals taken in Full Table Service locations will be taken as a "To Go Order", and the employee will pay the difference between the stipend and the excess total of the meal.

14.02. Number of Meals.
The Employer shall allow each employee an uninterrupted meal/break period of one (1) hour on the Employers' time. All employees shall be entitled to one (1) meal, to be eaten under the rules and regulations established by the employer. Those employees working 8-hour shifts, shall not be required to take their meal/break any earlier than two hours and no later than five hours after commencement of the shift. Employees working 10-hour shifts shall not be required to take their meal/break any earlier than three hours and no later than six hours after commencement of the shift.

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, he/she shall paid time and one-half (1-½X) his/her 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 in the case of Cintas-supplied uniforms, shall also launder or clean such uniforms. Smocks may not be furnished in lieu of uniforms. The Employer shall make available a sufficient supply and variety of sizes of uniforms at all times. A clean uniform shall be furnished to each employee as frequently as needed but, except in unusual circumstances, not more often than daily for Cooks and miscellaneous

kitchen help and not more than every two (2) days for all other employees. Employees must wear the uniforms furnished by the Employer.

(b) The Employer shall not be required to furnish or pay for, the following types of attire or clothes:

1. Black trousers, shirts, neckties or socks for Food Servers, Bartenders and Bus Persons

2. Black street shoes for any employees.

3. Clothing worn under jackets, vests, uniforms or other outer wear by any employees.

15.02. Care of Uniforms and Clothing.
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 for damage incurred while at work, employees while off duty shall be responsible for their negligent or careless loss of or damage to uniforms and clothing furnished by the Employer.

ARTICLE 16 - MISCELLANEOUS

16.01. Duties of Kitchen Workers/Porters.
Only Kitchen Workers/Porters regularly perform the following except in cases where this work has historically been done by other classifications.

1. Clean all pots, pans and pot rack.
2. Store pots and pans on pot rack.
3. Clean and store all utensils in proper areas.
4. Supply serving trays and utensils to the service area.
5. Sweep, mop, wash and keep floors, walls and ceilings free of all stains, grease, etc.
6. Use the extractor on all tile floor areas at least once a week.
7. Empty and clean sinks.
8. Empty all trash cans, replace liners.
9. Wipe and clean all tops to trash cans.
10. Clean all carpets and rubber matting.
11. Maintain trash bins. Wipe down top surface and outside of bins.
12. Maintain and clean grease buckets.
13. Maintain and clean slop buckets.
14. Remove all trash and boxes to dumpster.
15. Clean back dock receiving area, refrigerators, and storage bins.
16. Clean trays.
17. Maintain and rinse mop buckets.
18. Carry tables and chairs to and from the dining areas.

It is understood that the above list is not intended to be an exclusive list of duties and that business demands may require additional duties, not specifically enumerated herein, but Kitchen Workers/Porters are primarily responsible for the above duties while maintaining the cleanliness of the entire facility provided, however, that all employees may be required to clean up any accidental spillage or breakage in the facility.

16.02. Break Periods.
Employees working eight (8) hour or ten (10) hour shifts shall receive an uninterrupted meal/break period of one (1) hour on the Employer's time.. Employees working six (6) hour shifts shall receive an uninterrupted meal/break period of thirty (30) minutes 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 periods. It shall be the employees' responsibility to sign such sheets, which shall be kept by the Employer for thirty (30) days. The Employer shall allow each employee referred to in Section 14.02 an uninterrupted meal period up to 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.

16.03. Notice by Employee.
If an employee is unable to report for work, he/she shall notify or cause notice to be given to the department head, shift supervisor or other designated Employer representative who will be available for such purpose, at least four (4) hours prior to commencement of the employee's shift, except where it is unreasonable under the circumstances for the employee to give such notice. When an employee notifies the Employer that he/she is available to return to work from an absence due to illness or injury of not more than five (5) days, he/she shall be returned to work on his/her next regularly scheduled shift commencing on his/her next scheduled workday after the day on which he/she notifies the Employer, provided that such notice has been received by the Employer no later than two hours prior to the time the employee's last regularly scheduled shift would have ended.

16.04. Parking.
To the extent the Airport Authority makes parking available, in accordance with past practice, the Employer shall continue to select on premises or reasonably adjacent parking space for employees without charge. A night parking space shall be well lighted and regularly patrolled by security officers.

16.05. Work Record.
All employees shall swipe their Micros cards at the designated Micros station for their work location for that shift 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.

16.06. Bartenders and Bar Persons.
Bartenders and Cocktail Servers shall not be required to do general porter work. Bartenders may accept payments for food checks, present checks for food, and serve food to patrons seated at the bar or in bar operations. 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 in 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 18.

16.07. Union Buttons.
Union buttons may be worn on the job at all times. There shall be no duplication of buttons. Buttons must be authorized by the Union, buttons must not be patently offensive.

16.08. Rotation of Stations.
Except for restaurant areas reserved for 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 table area, or vice versa, or from room to room. Stations for Cocktail Servers shall be rotated daily within a room on an equitable basis. The rotation schedule shall be posted with, or as part of, the work schedule required to be posted under Section 9.06.

16.09. Floor Coverings.
Resilient floor coverings shall be provided for employees who are required to stand at stations to perform their work. Resilient floor coverings shall be provided for employees working a permanent bar station.

16.10. Presentation of Checks.
When checks are presented to guests or customers, they shall be presented by either a Bartender, Food Server or a Cocktail Server.

16.11. 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.

ARTICLE 17 - SENIORITY

17.01. Probationary Period.
All employees will be considered as probationary employees until they have completed fifty (50) shifts of work after their 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 18. The above probationary period may be extended by mutual agreement of the Employer and the Union. An employee in probation with the Employer shall not be eligible for promotions nor preference for bidding.

17.02. Definition of Seniority.
(a) House seniority is an employee's length of continuous service in years, months an days from the employees 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.

17.03. Layoffs and Recalls.

(a) 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. 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 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.

(b) In the event of a layoff because of circumstances affecting only a portion of the establishment, the affected employees may be laid off without regard to house seniority, provided the layoff is scheduled to be seven (7) days or less.

(c) Employees to be laid off in accordance with Section 17.03(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 nonavailability 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.

17.04. 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 the other classification and prior performance. However, for the purpose of looking at prior performance, documented verbal coaching/counseling will not prohibit an employee from being considered in a promotional bid. Where skills and/or qualifications to perform the work in the other classification are relatively equal among employees, the senior employee shall be the one promoted. Any employee before being promoted to the classification of Bartender, must have passed the craft examination for Bartenders conducted by the Union. For purposes of this paragraph a "promotion" shall be deemed to be a transfer to another classification in which the transferred employee has an opportunity for increased compensation or for subsequent job progression as a result of the transfer. Any permanent vacancy that is not filled pursuant to 17.04(b), and which would constitute a "promotion" compared to another bargaining unit classification, shall be filled in accordance with this Section, provided there is a qualified bidder. Permanent vacancies to be filled

by promotion under this paragraph shall be posted for ninety-six (96) hours at a central location in Human Resources, with copies of each shift being posted in a predesignated location in each terminal for notification purposes only. In order for any employee to be considered for a posted shift, they will be required to sign the original bid sheet posted in Human Resources. 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 or her former job, shift and station within thirty (30) shifts worked after the date of the promotion.

(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 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. When an employee signs a classification shift bid and is awarded the shift after 7 days or sooner from when the shift is taken down, the employee who was awarded the shift will not be allowed to change his/her mind whether or not to accept the shift. The Employer shall transfer the employee to the vacancy as soon as possible but not to exceed 30 days. An employee transferred under this section shall not be eligible for another such transfer for six (6) months, except when an employee is displaced beyond the employer's control (i.e. DOA, airlines, construction). 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) working days from the date of transfer. Only the first three 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.

(c) The Employer and the Union hereby explicitly adopt the "60% rule" in application of Article 17. Under this rule, an employee's shift or station is deemed so changed as to be a new, vacant position when the shift or station is less than sixty percent (60%) of what it was before the change. Conversely, if the shift or station remains at least sixty percent (60%) of what it was before the change, the incumbent employee keeps the shift or station despite the change, and there is no bidding.

The Employer and the Union further explicitly agree that the 60% rule applies to changes from eight (8) hour to ten (10) hour shifts. Where, after the change, the shift is still at least sixty percent (60%) of what it was before the change, the incumbent employee who had the 8 hour shift is entitled to the new, ten (10) hour shift. If the new, ten (10) hour shift is less than sixty percent (60%) of the previous eight (8) hour shift, then it is considered to be new, vacant and subject to bid.

The "60% rule" will consider the workweek to be comprised of shifts that fall into three categories: "days", "swing", or "grave". If shift changes retain 60% of an employee's shifts in their respective "day," "swing," or grave" designation, the incumbent employee keeps the shift or station despite the change, and there is no bidding. If shift changes retain less than 60% of the employee's shifts

designation as existed prior to the changes, then it is subject to bid. For purposes of applying the 60% rule, shifts under this paragraph shall be define as follows:

Day	
Culinary:	Any shift starting at or after 4:00 am
Bartender:	Any shift starting at or after 8:00 am
Swing:	
Culinary:	Any shift starting at or after 1:00 pm
Bartender:	Any shift starting at or after 4:00 pm
Grave:	
Culinary:	Any shift starting at or after 9:45 pm
Bartender:	Any shift starting at or after 12:00 am

17.05. 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, or is gainfully employed elsewhere during the leave.

(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 State Industrial Insurance System, provided, that the employee shall have one (1) week after his/her written release from the State Industrial Insurance System in which to return to work.

(e) The employee is absent because of layoff exceeding six (6) months if he/she had less than six (6) months of active employment when the layoff began, or absent because of layoff exceeding twelve (12) months if he/she had six (6) or more months of active employment.

(f) The employee is absent exceeding six (6) months because of illness or injury not compensable under the State Industrial Insurance System if he/she had less than six (6) months of active employment when the absence began, or is absent exceeding twelve (12) months because of such illness or injury if he/she had six (6) months or more months of active employment when the absence began.

17.06. Notification.
An employee who is to be recalled to work by the Employer under Section 17.03 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, his/her 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.

17.07. Transfers Into Bargaining Unit.
Employees outside the bargaining unit may be transferred into classifications covered by this Agreement, as long as the date of their house seniority will be the effective date of the transfer into the bargaining unit.

ARTICLE 18 - GRIEVANCE AND ARBITRATION

18.01. Grievance 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, or alleged violation of any provision of this Agreement. 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.

18.02. Step One Process and Time Limit for Filing Grievance.
(a) Step One Process.
The Employer and the Union agree to implement a Step One Process for complaints and disputes related to individual disputes raised by an employee. The Step One Process gives responsibility to employees, union shop stewards and front line management to resolve workplace problems directly, quickly and cooperatively. The Step One Process is designed to reduce the level of formalism in the grievance procedure.

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

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

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

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

(b) If the Parties are unable to resolve a dispute or complain in the Step One Process, such dispute or complaint may be reduced to writing as a formal grievance and shall proceed to a Board of Adjustment as provided in Section 18.03 of this Article.

18.03. Step Two Process – Procedure for Adjusting Formal Grievances.
All grievances shall be adjusted exclusively in the following manner:

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

(c) FORMAL ARBITRATION: If the grievance is not settled by the Board of Adjustment within ten (10) days after it receives the grievance, the grievance may be submitted to arbitration by written notice by one party to the other and to the Federal Mediation and Conciliation Service within an additional fifteen (15) days. Representatives of the Employer and Union shall select an arbitrator within forty-five (45) days of receipt by alternatively striking names from among a list of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service, who are residents of Nevada or California, and who are members of the National Academy of Arbitrators.

The single name remaining shall be the person who serves as the single neutral arbitrator. The right to strike the first name shall be determined by lot. No arbitrator shall be chosen to serve in two consecutive arbitrations unless by mutual consent of the parties. The arbitrator shall be notified immediately by the moving party in writing of his/her selection and shall hear the dispute

within thirty (30) days thereafter. He/She shall have no authority, jurisdiction or power to amend, modify, nullify or add to the provisions of this Agreement. The award of the arbitrator shall be rendered in writing to the parties within thirty (30) days of the hearing and shall be final and binding upon the Employer, the Union and the employee(s) involved. The expenses and fees of the arbitration shall be shared equally by the Employer and the Union, except as to witnesses called by either party, the expenses of which and time lost from work, if any, shall be paid by the calling party. Fees for a transcript and court reporter, if any, shall be shared if both parties desire a copy.

18.04. Extension of Time Limits.
The time limits set forth in the grievance procedure in this Article may be extended by mutual agreement of the parties.

ARTICLE 19 - NO STRIKES - NO LOCKOUTS

19.01. No Strikes.
During the term of this Agreement, there will be no work stoppages, picketing of the Employer, sympathy strikes or any other form of economic action or interference with the Employer's business except as authorized in Section 19.02.

19.02. No Lockouts.
During the term of the Agreement, the Employer will not lockout 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 19.03.

19.03. Picket Line.
Refusal of an employee to cross a bona fide picket line sanctioned and approved by the Local Joint Executive Board of Las Vegas and the Hotel and Restaurant Employees and Bartenders International Union, AFL-CIO, 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:

1. Any picket line established for organizational or recognition purposes of any picket line economic or otherwise of any local union which is not currently party to a Collective Bargaining Agreement with the Employer; or

2. 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.

ARTICLE 20 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

20.01. Management Rights.
The Employer reserves and retains, solely and exclusively, all of its inherent rights to manage the business except as such rights may be contrary to or inconsistent with the terms and conditions of this Agreement. The Employer alone shall have the full and exclusive authority to determine and direct the policies, procedures and methods of operating its business. Without limiting the generality of the foregoing, the sole and exclusive rights of management which are not abridged by this Agreement include, but are not confined to, the right to determine and from time to time, to re-determine the number, types and locations of its operations, and the methods, equipment and

processes to be employed; to discontinue or automate methods, equipment processes or operations; the right to determine the qualifications for new employees and to select its employees; to determine production and work schedules and methods of work and production; to determine the number and type of equipment machinery, materials and supplies to be used or operated and the products to be manufactured, processed or sold or the services to be rendered or supplied; to hire, promote, transfer, assign, layoff, and recall employees to work; reprimand, discharge or otherwise discipline employees, to determine job content and the amount and types of work needed, to determine and make the assignments of work; to schedule the hours and days to be worked on each job in each shift; to discontinue all or any part of its business operations, to expand, reduce, alter, combine, transfer, assign or cease any job classifications, department or operation; to determine the amount of supervision necessary, to control and regulate or discontinue the use of supplies, equipment, machinery and processes and any other property owned, used, leased or possessed by the Employer; to establish, modify and enforce reasonable rules or regulations, policies and practices; to introduce new, different or improved methods, means and processes of transportation, production, maintenance, service and operation; and otherwise, generally to manage the facilities and direct the work force; the Employer's failure to exercise any function or right in any such function or right, nor to preclude the Employer from exercising the same, in some other way not in conflict with the express provisions of this Agreement.

20.02. Not All Inclusive.
The above enumerated rights of management are not all inclusive, but indicate the types of matters which belong to and are retained by the Employer. Nothing shall preclude the Employer from paying wages in excess of the minimums provided for within this Agreement, at its discretion. This may include but is not limited to the initiation and discontinuation of programs intended as incentives or positive reinforcement for employees, such as programs in the area of attendance, safety, or recruiting. It is also understood that the Employer can conduct only those forms of electronic surveillance or drug testing that are permitted by law and this Agreement.

20.03. Retention of Employer Rights.
Except as specifically abridged, delegated, granted or modified by this Agreement, or by any supplementary agreement which may be made hereinafter, all of the rights, power and authority of the Employer prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation within the rights of management.

20.04. Rules and Posting.
The Employer may established 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. Before any such rules, regulations and procedures are made effective, the Employer shall furnish the Union a copy thereof and, if the Union so requests, discuss same with the Union. The Employer shall post and maintain any such rules in such places within its establishment so that all employees affected thereby, and Union 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 procedure of this Agreement.

ARTICLE 21 - COURT APPEARANCE AND JURY DUTY

21.01. Court Appearance.
Employees required to appear in court 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 or at the Police Department on behalf of the Employer on his/her days off or after normal working hours, he/she 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.

21.02. Jury Duty.
An employee who has completed fifty (50) continuous shifts of employment with the Employer, 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 regular hours worked 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. At the request of the Employer, the employee shall furnish satisfactory evidence of such jury service. This section shall not apply with respect to any jury summons received by an employee prior to his/her most recent date of hire.

ARTICLE 22 - HEALTH AND WELFARE

22.01. 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 UNITE HERE Health Fund (the "Fund"). The parties hereto agree that the aforesaid trust agreement shall be in effect during the period of this Agreement. The obligation of the Employer to make contributions to the Fund shall be increased solely as set forth in this Article 22 and Article 24.03 of this Agreement.

Effective for hours worked or paid on and after June 1, 2015, the Employer agrees to contribute for each employee covered by this Agreement the sum of $4.35 per hour 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 Fund, or such new, amended, merged or consolidated plan as may be adopted by the Trustees. Effective for hours worked or paid on and after June 1, 2016, the Employer agrees to contribute for each employee covered by this Agreement the sum of $4.39 per hour 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 Fund, 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, 2017, in accordance with the provisions of Section 24.03 of Article 24 of this Agreement, which Section provides that the Union shall be entitled to make an allocation between wages and benefits from a total specified annual increase in the compensation package. As used in this Section, the term "hours worked and or paid for" shall mean all hours for which an Employee is compensated, including and without limitation, vacation and holiday hours.

All else in this Agreement notwithstanding, the Employer shall not be required to pay contributions for any employee in excess of a capped number of hours per month, as follows:

Date	Cap
June 1, 2015	160
June 1, 2016	160
June 1, 2017	161
June 1, 2018	162
June 1, 2019	163
June 1, 2020	164

22.02. 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.

22.03. Acceptance of Trust

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust of the Fund as it 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 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 Trust Agreement and Declaration of Trust, or the Plan of Benefits, rules, regulations or procedures established by the Trustees, shall be null and void.

ARTICLE 23 - PENSIONS

23.01. 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.

23.02. Contributions.

Commencing June 1, 2015, the Employer shall contribute one dollar and six cents ($1.06) per hour worked or paid by all employees covered by this Agreement during the preceding calendar month. Commencing with hours worked or paid on and after June 1, 2016, contributions to the Pension Fund shall be one dollar and fourteen cents ($1.14). Said contributions shall be due and payable to the fund not later than the fifteenth (15th) day of each month. A list of the names and social security numbers of the employees covered shall accompany the payment. As used in this section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. This rate of contribution may be increased on or after June 1, 2017, in accordance with the provisions of Section 24.03 of this Agreement.

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

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

23.05. 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, including attorney's fees, which may arise out of, or by reason of, any action taken or not taken by the Employer in reliance upon payroll deduction authorization forms submitted to the Employer for the 401(k) plan.

ARTICLE 24 - MINIMUM WAGE RATES

24.01. Established Wages.
Except as provided otherwise in Section 5.06(a) and 24.02, 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.

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

24.03. Hourly Wage Increases.
(a) The Employer shall pay the following additional amounts as of the dates shown. At least 30 days prior to each date, the Union shall inform the Employer how the increases shall be allocated to the Base Wage Rate for the various classifications listed in Exhibit 1 and contributions to the Health and Welfare, Pension and Housing funds. The allocations for Health and Welfare for June 1, 2015 are indicated in Article 22.01, for Pension are indicated in Article 23.02 and for Housing are indicated in 28.01. Total additional amounts for Wages, Health and Welfare, Pension and Housing shall not exceed the increases noted below. If the Union's notice to the Employer is less than 30 days, the Employer will not be excused from paying the increases as allocated by the Union unless there is actual prejudice to the Employer by the delay and then the Employer may be excused only for a period of time equal to the length of the Union's delay in giving notice. The

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

Total package increases shall be given in the amounts and on the dates as follows:

June 1, 2015	$0.52*
June 1, 2016	$0.55
June 1, 2017	$0.60
June 1, 2018	$0.61
June 1, 2019	$0.64
June 1, 2020	$0.65

* Forty cents ($0.40) per hour for hours worked between June 1, 2015 and May 31, 2016 will be paid out as cash bonus in lieu of a wage rate increase. This cash bonus shall be paid only to Employees currently employed at time of ratification of this Agreement. The additional twelve cents ($0.12) per hour shall be allocated to the Funds.

(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 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 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 wage rate for each Contract Year. The initial Base Wage Rate beginning with the Contract Year commencing on June 1, 2015 shall be [NEED AMOUNT] per hour. The Base Wage Rate for each subsequent Contract Year 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 22.01.
"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
"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.
"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.

24.04. New Hires.

(1) Employees hired prior to the date of ratification of this Agreement, who have not yet reached 100% Hourly Rate set forth in the 2010-2015 Collective Bargaining Agreement (Exhibit 1 – Wage Scales) as of the effective date of this Agreement will continue the wage progression established in the 2010-2015 Collective Bargaining Agreement.

(2) Employees Hired After Date of Ratification:

a. Employees hired after the date of ratification of this Agreement and who have applicable work experience 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 applicable work 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.

b. Employees hired after the date of ratification of this Agreement who have not worked in an applicable employment 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 25 - SUCCESSORS

25.01. Obligations on Employer Selling or Assigning.
In the event that the Employer sells or assigns its business, the Employer shall give the Union reasonable advance notice thereof in writing and shall make all payments which are due or shall be due as of the date of transfer of the business for wages and health and welfare for employees covered by this Agreement. In addition, the Employer shall be responsible for accrued vacation payments for each employee covered by this Agreement. In the event that there is a change in the form of ownership, the Employer shall require its successor to assume this Agreement.

25.02. Obligations on Successor Employees.
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, transfer or assignment of the Employer's interest or any part thereof, in any establishment covered by this Agreement.

ARTICLE 26 - SUBCONTRACTING AND SUBLEASING

26.01.
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. Any sublease, subcontract, or other agreement for the performance of janitorial services shall first require the approval of the Union. Notwithstanding the foregoing provisions hereof, the Employer may purchase from outside sources for its use in its establishment convenience foods, prepared foods, pre-mixed salads and peeled vegetables.

ARTICLE 27 - LABOR-MANAGEMENT COOPERATION

27.01. Cooperative Relationship.
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.

27.02. Labor-Management Meetings.
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, meeting time and place and attendees, in advance.

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

These meetings shall not be a substitute for the Grievance Procedure contained in this Agreement and grievances shall not be a proper subject for discussion in these meetings.

ARTICLE 28 – HOUSING

28.01. 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, 2011, payable retroactively once the fund is established. 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, 2016, in accordance with the provisions of Section 24.03 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 agree 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 29 - TERMINATION

29.01.
This Agreement shall be in full force and effect from June 1, 2015, to and including May 31, 2021, and from year-to-year thereafter unless sixty (60) days written notice by certified mail, return receipt requested or registered mail to change, modify or terminate is given by either party prior to June 1, 2021, or in any subsequent year thereafter.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 15th day of February, 2018, in Clark County, State of Nevada.

EMPLOYER – HOST INTERNATIONAL, INC.	LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS
BY: Billy Bauerle	BY: Gioconda Arguello Kleve
ITS: Sr. Director Operations	ITS: President
	BY: [signature]
	ITS: Secretary-Treasurer

EXHIBIT 1 – WAGE SCALE

	6/1/2015			6/1/2016			6/1/2017		
	4, 6, 8 & 10 HOUR SHIFTS			4, 6, 8 & 10 HOUR SHIFTS			4, 6, 8 & 10 HOUR SHIFTS		
	100%	90%	80%	100%	90%	80%	100%	90%	80%
H&W	0.02			0.04			0.00		
Pension	0.10			0.08			0.065		
Housing Fund	0.00			0.00			0.000		
Tip Earners Legal Assist	0.00			0.00			0.000		
Wages Total	0.00			0.43			0.535		
	0.12			0.55			0.600		
Cook	17.93	16.14	14.34	18.36	16.52	14.69	18.90	17.01	15.12
Fry Cook	17.77	15.99	14.22	18.20	16.38	14.56	18.74	16.86	14.99
Specialty Cook	18.01	16.21	14.41	18.44	16.60	14.75	18.98	17.08	15.18
Cook's Helper	16.53	14.88	13.22	16.96	15.26	13.57	17.50	15.75	14.00
Fast Food Attendant	14.50	13.05	11.60	14.93	13.44	11.94	15.47	13.92	12.37
(6 hours)	14.80	13.32	11.84	15.23	13.71	12.18	15.77	14.19	12.61
(4 hours)	15.20	13.68	12.16	15.63	14.07	12.50	16.17	14.55	12.93
Kitchen Workers/Porters/Dishwasher	15.12	13.61	12.10	15.55	14.00	12.44	16.09	14.48	12.87
Porters (4 hours - graveyard only)	14.87	13.38	11.90	15.30	13.77	12.24	15.84	14.25	12.67
Commissary Runner	15.18	13.66	12.14	15.61	14.05	12.49	16.15	14.53	12.92
Host/Hostess	15.95	14.36	12.76	16.38	14.74	13.10	16.92	15.22	13.53
Bartender	17.52	15.77	14.02	17.95	16.16	14.36	18.49	16.64	14.79
(6 hours)	17.55	15.80	14.04	17.98	16.18	14.38	18.52	16.66	14.81
Food Runner	16.53	14.88	13.22	16.96	15.26	13.57	17.50	15.75	14.00
Server	13.55	12.20	10.84	13.98	12.58	11.18	14.52	13.06	11.61
(6 hours)	13.73	12.36	10.98	14.16	12.74	11.33	14.70	13.23	11.76
(4 hours)	14.16	12.74	11.33	14.59	13.13	11.67	15.13	13.61	12.10

	6/1/2015			6/1/2016			6/1/2017		
	4, 6, 8 & 10 HOUR SHIFTS			4, 6, 8 & 10 HOUR SHIFTS			4, 6, 8 & 10 HOUR SHIFTS		
	100%	90%	80%	100%	90%	80%	100%	90%	80%
Server II	13.61	12.25	10.89	14.04	12.64	11.23	14.58	13.12	11.66
(6 hours)	13.74	12.37	10.99	14.17	12.75	11.34	14.71	13.23	11.76
(4 hours)	14.24	12.82	11.39	14.67	13.20	11.74	15.21	13.68	12.16
Kiosk (Barista)	14.59	13.13	11.67	15.02	13.52	12.02	15.56	14.00	12.44
Barista	14.59	13.13	11.67	15.02	13.52	12.02	15.56	14.00	12.44
(6 hours)	14.81	13.33	11.85	15.24	13.72	12.19	15.78	14.20	12.62

EXHIBIT 2 - CHECK-OFF AGREEMENT

1. Pursuant to the Union Security provision of the Agreement between Host International, Inc., (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 Employer employing them the original or a facsimile of a written authorization in accordance with the "Authorization for Check-Off of Dues" form set forth below. It is the Union's responsibility to provide the employees with this form.

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

PAYROLL DEDUCTION AUTHORIZATION

Date _____

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

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

Signed _____

Social Security No. _____

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

PAYROLL DEDUCTION AUTHORIZATION

Date _____

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

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

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

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

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

6. Deductions shall be made in accordance with the provisions of this Check-Off of Union Membership Dues section, from the pay received on the first 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 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 .cvs 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 (15th) of the month, for the deduction from the first paycheck received by the employee (prior to the fifteenth (15th) of the month) for the month the dues are being paid.

10. Any employee whose seniority is broken by death, quit, discharge or layoff, or who is transferred to a position outside the scope of the bargaining unit, shall cease to be subject to 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, including attorney's fees, that may arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

EXHIBIT 3 - RE: BANQUETS

(a) 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.

(b) SERVICE CHARGE: On all banquets it is obligatory on the Employer, that a seventeen percent (17%) service charge of the total charges for food and beverage shall be paid. This distribution of such gratuities shall be in accordance with Exhibit 6(e) and (f), attached to and made part of the agreement. However, there shall be no gratuity for the Airport Authority functions, unless actual table service is provided. Any gratuity actually paid by the Airport Authority shall be divided, as outlined in (e) and (f) of this Exhibit.

(c) REGULAR EMPLOYEES WORKING BANQUETS: The Employer may assign regular bargaining unit employees, in the appropriate classifications, to work banquets. The assignment of regular employees, to banquet work, shall be on a rotating basis, within their current hours of work, according to their seniority. The employees of the appropriate classification should be notified of the availability of banquet work, and advise the employer of their desire to perform such work upon ratification of agreement.

(d) UNION REFERRAL FOR BANQUET WORK: The Employer, at its discretion, shall, as business needs warrant, have the option to call the Union Hall, for banquet employees, for some, or all of the available positions. The distribution of said seventeen percent (17%) gratuity, shall be the same, as outlined in (e) and (f), attached to and made part of this agreement.

(e) DISTRIBUTION OF GRATUITIES: All gratuities, whether for banquets or otherwise, belong to the employees and no part of the gratuities belong to the Employer or any representative of the Employer (other than banquet or catering manager's as provided in (e) and (f) of this agreement). The distribution of gratuities among banquet workers shall be: Banquet Food Servers, seventy-six percent (76%) of the total gratuity, Cooks, who prepare the food, twelve percent (12%) of the total gratuity, and Banquet or Catering Manager, who work the function, twelve percent (12%) of the total gratuity.

(f) COCKTAIL PARTIES: On cocktail parties, eighty-six percent (86%) of the total gratuity, shall be divided evenly among Cocktail Servers and Bartenders, who work the cocktail party. Fourteen percent (14%) of the total gratuity, for the cocktail party, belong to the Banquet or Catering Manager.

EXHIBIT 4 - RE: AUTHORIZED PAYROLL DEDUCTION FOR POLITICAL CONTRIBUTIONS

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

> I hereby authorize the Employer to deduct from my pay the sum of $1.00 per month and to forward that amount to UNITE HERE International Union TIP - "To Insure Progress". This authorization is signed voluntarily and with the understanding that 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 7th 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 UNITE HERE International Union TIP - "To Insure Progress," 275 7th 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 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.

Signed:_____ **Social Security No.:** _____

EXHIBIT 5 – RE: IMMIGRATION

In the event that a post-introductory employee has a problem with his or her right to work in the United States, the Employer shall notify the Union in writing as soon as the problem is known. Upon the Union's request, the Employer shall meet with the Union to discuss the nature of the problem to see if a resolution can be reached. Whenever possible, the meeting shall take place before any action is taken by the Employer.

As part of the Employer's six (6) month notification process, whenever possible the Employer agrees to share with the Union the names of employees whose work authorizations are going to expire.

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

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 Team Member produces proper work authorization within twelve (12) months of the date of termination, and to his or her former shift and station if the Team Member 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. Team Members do not accrue vacation or other benefits based upon particular Plan policies during such absences.

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.

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.

EXHIBIT 6 – RE: LEAVES OF ABSENCE

With regard to Article 13.01(e), the parties agree that within one (1) year of implementation of this new length of leave, to meet and discuss the impact of a 1-year leave on recruitment.

SIDE LETTER # 1:

1. The Employer will authorize union shop stewards or other mutually agreeable bargaining unit members with current escort authority to escort union representatives in secure areas at the Airport for purposes provided for in Section 4.01. Escort and access will be limited to those areas where bargaining unit members work.

2. The Shop Steward/escort providing escort and the union representative being escorted must report to the Human Resources Office during business hours to sign in and obtain an escort badge.

3. The Shop Steward/escort and the union representative must report to the Human Resources Office during business hours upon the conclusion of the visit to turn in the escort badge and sign out.

4. For visits that begin or end outside of normal business hours, the Shop Steward/escort conducting the escort should contact the Manager of Human Resources in advance to make arrangements for signing out and turning in the escort badge.

5. The Shop Steward/escort providing the escort and the union representative being escorted will comply with and adhere to all requirements of the Airport Security Program and Host policies regarding use of Airport Badges. The Shop Steward/escort providing escort, and the union representative under escort, are solely and personally responsible for their Airport badges and for any fines, penalties, or charges assessed against them by the Airport Badging Office for violation of any security rule, policy or protocol relating to use of Airport security badges.

6. The Shop Steward/escort providing escort services will do so on their own time and will not be paid for the time spent escorting a union representative.

7. In the event the Airport alters the Employer's ability to authorize employees to provide escort to union representatives under this side letter, the Parties' agree to meet and revisit the issue of Union access to secure areas of the Airport for the purposes outlined in Section 4.01.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 15th day of February, 2018, in Clark County, State of Nevada.

EMPLOYER – HOST INTERNATIONAL, INC.

BY: _____
ITS: S.R. Director Operations

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: _____
ITS: President
BY: _____
ITS: Secretary-Treasurer