

LETTER OF UNDERSTANDING RE BARTENDER LOCATIONS

This Agreement is made and entered into as of this 28th day of November, 2017 by and between Levy Premium Foodservice Partnership (hereinafter, called the "Employer" or "Levy") and its successors and assigns, and the LOCAL JOINT BOARD OF LAS VEGAS comprised of CULINARY WORKERS UNOIN, LOCAL 226 AND BARTENDERS UNION, LOCAL 165 (hereinafter, called the "Union.")

Bargaining Unit Bartenders and Barbacks/Apprentice Bartenders may be utilized in non-union locations throughout the building at the discretion of management, provided they are compensated at the then current union wage and benefit rates.

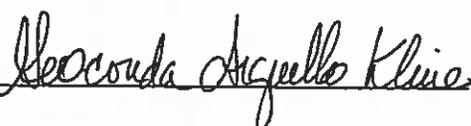
Non-bargaining unit bartenders employed by Levy may be used in union locations throughout the building provided bartenders have passed the Bartenders Union, Local 165 craft exam and are compensated at the then current union wage and benefit rates.

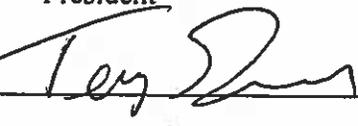
IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hand this 28th day of February, 2018, in Clark County, State of Nevada.

LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

By: 
Rob Ellis
Treasurer of its General Partner

By: 
President

By: 
Secretary Treasurer

Date: 3/5/18

Date: 2/28/18

LETTER OF UNDERSTANDING RE CRAFT EXAMINATION

This Agreement is made and entered into as of this 28th day of November, 2017 by and between Levy Premium Foodservice Partnership (hereinafter, called the "Employer") and its successors and assigns, and the LOCAL JOINT BOARD OF LAS VEGAS comprised of CULINARY WORKERS UNOIN, LOCAL 226 AND BARTENDERS UNION, LOCAL 165 (hereinafter, called the "Union").

This Agreement supplements the parties' collective bargaining agreement at T-Mobile Arena, effective November 28, 2017 to August 31, 2022.

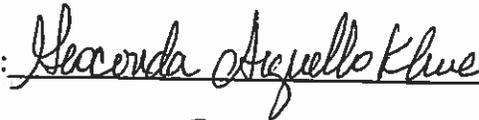
The Union and the Employer agree that all bargaining unit bartenders shall have completed and passed the Bartenders Union, Local 165 craft exam prior to being hired for employment or promoted to position of bartender. All bargaining unit bartenders who were hired prior to November 28, 2017 shall be exempt from the craft exam requirement. The Employer will pay for any Employer-mandated training.

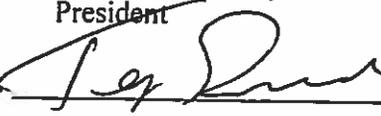
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**LEVY PREMIUM FOODSERVICE
LIMITED PARTNERSHIP**

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

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Treasurer of its General Partner

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LETTER OF AGREEMENT RE DISPATCHED EMPLOYEES

RE: DISPATCHED EMPLOYEES

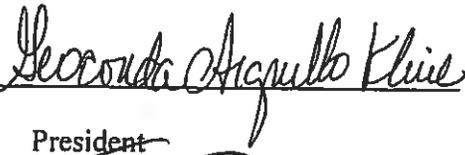
As agreed, it is extremely critical to the Employer that staffing be adequate to fully cover the Employers requirements at each event, particularly the larger events occurring during each year. As agreed and with a minimum of five (5) to ten (10) working days' notice from the Employer, the Union dispatch office shall henceforth provide the Employer seventy-two (72) hours prior to each event with a list of applicants. At such time, if the number of qualified applicants is not adequate, the Employer may secure applicants from any source.

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LETTER OF UNDERSTANDING RE TEMPORARY AGENCY EMPLOYEES

RE: Temporary Agency Employees

Personnel dispatched from a temporary employment agency shall not be covered under the terms of the Collective Bargaining Agreement until they have worked thirty (30) shifts during the six (6) month period commencing with their first shift worked.

The six (6) month period is not a rolling one. If the individual does not work thirty (30) shifts in the first six (6) months of employment, then the test is applied again during the next six (6) months of employment with no shifts carried over from the first six (6) months. This process continues in successive six (6) month blocks of time until the individual meets the test. Once the individual meets the test, then the individual is thereafter an employee under the Collective Bargaining Agreement for all purposes. For example, if a temporary agency employee works thirty-one (31) shifts from January 5th to July 5th, they are covered under the terms of the Collective Bargaining Agreement beginning with their thirty-first (31st) shift. If a temporary agency employee works twenty (20) shifts from January 5th to July 5th, then they are not covered under the terms of the Collective Bargaining Agreement. If that temporary agency employee then works their next shift on November 1st their subsequent six (6) month period is from November 1st to May 1st.

If a temporary employment agency employee works thirty (30) shifts in six (6) months and then loses their seniority under the Collective Bargaining Agreement, this process starts over again if the employee returns to the Arena as a temporary employment agency employee.

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LETTER OF UNDERSTANDING RE ARTICLE 1

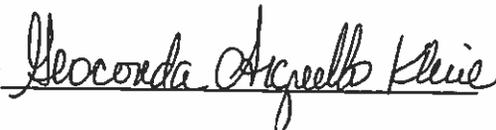
RE: ARTICLE 1

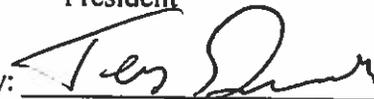
The term "Specialty Cooks" includes, but is not limited to, pantry, pastry, or garde manger staff (as well as but not necessarily "hot line" cooks as may be interpreted). Pantry, Pastry, or Garde Manger "manager/supervisor" staff may be required to plate or prepare VIP level items such as composed salads,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

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LETTER OF UNDERSTANDING RE JOINT TIP COMMITTEE

Following ratification, Suite Servers and Bartenders shall form a joint tip committee to decide together the appropriate split of discretionary customer tips in suites (in the absence of guest-specified splits). There shall be an even number of servers and bartenders on the committee to decide the issue.

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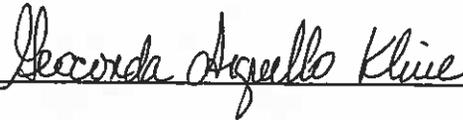
LETTER OF UNDERSTANDING RE LEVY TRAINING PROGRAM

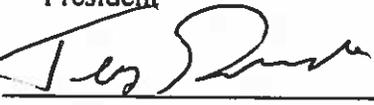
The Employer may require all employees covered by this Agreement to attend orientation sessions and training sessions as needed to train employees. Employees will be paid for the actual time in attendance at such sessions. Whenever reasonably possible, training will be completed during the regular work period. When such training sessions are not held during a regular work period, such sessions shall be exempt from any minimum shift or other requirements set forth in this Agreement; however, employees will be paid for a minimum of two (2) hours and the Employer shall provide a reasonable choice of training and orientation sessions and reasonable notice of same to the employees. Training wage rate for all employees shall be \$10.00 per hour or minimum wage, whichever is higher. The Employer may discipline any individual who fails to attend a required orientation or training session, provided the Employer offers a reasonable choice of training and orientation sessions and reasonable notice of same and unless the employee is excused by the Employer.

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