

**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**PRISM HOSPITALITY, L.P.**

**dba**

**TRU BY HILTON**

**and**

**LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS**

**2014      2019**

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## AGREEMENT

THIS AGREEMENT is made and entered into as of the 27<sup>th</sup> day of April 2018, by and between PRISM HOSPITALITY, L.P. dba TRU BY HILTON (hereinafter, called the "Employer") and its successors and assigns, and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, for and on behalf of CULINARY WORKERS UNION, LOCAL NO. 226, and BARTENDERS UNION, LOCAL NO. 165 (hereinafter, called the "Union").

### WITNESSETH:

WHEREAS, 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 Labor Agreement which shall supersede all previous verbal or written agreements in conflict with or modified by this Agreement applicable to the employees in the bargaining unit defined herein which may have existed between the Employer and the Union or between the predecessor of the Employer, if any, and the predecessor of the Union, if any.

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

### ARTICLE 1: RECOGNITION AND CONTRACT COVERAGES

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

The Employer recognizes the Union as the exclusive collective bargaining representative for the Employer's employees employed at its facility as indicated in the first paragraph of this agreement. The Employer and the Union agree that all employees working in classifications listed in Exhibit 1 are properly within the bargaining unit. Any classification established by the Employer not listed in Exhibit 1, where all of the employees' duties are covered by this Agreement, shall be a part of this Agreement at a wage rate comparable to related job classifications.

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

(a) The classifications set forth below are included in the bargaining unit, but their wage scales shall be open, and they shall be covered only by Article 22 of this Agreement and, where applicable, those provisions dealing with gratuities. The provisions of Article 18 may be invoked as to persons employed in such classifications solely for the purpose of processing grievances limited to disputes or differences involving the meaning, interpretation, and/or application of the Article specified above.

General Manager	Housekeeping Supervisor	Front Desk Supervisor
Controller	Administrative Assistant	Sales and Marketing Director
Manager	Front Desk Manager	
Assistant General Manager	Asst. Guest Service/Security	

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

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

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

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

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

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

When the Employer considers applicants for employment who have not been referred to the Employer by the Union's dispatch office, the Employer shall, in order to maintain a consistent and orderly process, advise such applicants that in order to obtain employment they must be dispatched for available positions. The Employer agrees no employee will be hired or put to work without a referral slip from the Union's Dispatch Office except in the case of an emergency. The Union's referral service shall send applicants named by the Employer directly back to the Employer. Such applicants named by the Employer shall be processed by the service without any discrimination. Any applicant named by the Employer shall be permitted by the Union's referral service to register in the same manner as others. If there are any problems with processing of applicants, the parties will review such problems and make such changes as may be necessary.

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

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

**2.03. No Individual Contracts.**

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

**ARTICLE 3: UNION SECURITY**

**3.01. Union Shop.**

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

**3.02. Effect of State Laws.**

Notwithstanding anything to the contrary therein, Section 3.01 shall not be applicable if all or any part thereof shall be in conflict with applicable law; provided, however, that if all or any part of Section 3.01 becomes permissible by virtue of a change in applicable law, whether by legislative or judicial action, the provisions of Section 3.01 held valid shall immediately apply.

**3.03. Check-Off.**

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

**3.04. Indemnification.**

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

**ARTICLE 4: UNION REPRESENTATIVES**

**4.01.**

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

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

The Union may select trained Union Stewards from among the employees. Union Stewards may act as Union representatives, or may assist Union representatives in proceedings under Article 18 of this Agreement (Grievance and Arbitration), and the discussion with the Employer's 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 written authorization to the Union Steward. No employee shall participate in meetings, discussions or other activities with the Union Steward while the employee is on paid work time, unless the Employer's designated representative agrees that the employee should attend on paid work time. Union Stewards engaged in activities authorized by the Union shall comply with the obligations imposed upon authorized Union representatives by Article 4 of this Agreement.

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

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

(a) By the tenth (10<sup>th</sup>) day of each month, a list of all employees hired into the bargaining unit during the preceding month, including each employee's name, social security number, address, phone number, department, location, job title, hire date, date of birth, ethnicity, gender and Article 10 category status (full time, part time, LOA, etc.).

(b) By the tenth (10<sup>th</sup>) day of each month, a list of all bargaining unit employees terminated, placed on leave of absence or transferred out of the bargaining unit, and of all employees transferred into the bargaining unit, during the preceding month, including each employee's name, social security and the date(s) of such personnel transactions, and the expected date of return for leaves of absence.

(c) The reports described in subsections (a) and (b) shall be sent to the Union by fax, mail, e-mail or FTP Site (instructions attached).

(d) The Employer shall furnish the Union with a quarterly list of all employees in the bargaining unit, including each employee's name, social security number, department, location, job title, home address, phone number, date of birth, ethnicity, gender, status (full time, part time, LOA, etc.) and date of hire. This report shall be in computer-readable form in any one of the following media containing header information and a field record layout:

1. 3-½" diskette in Formatted Text (Space Delimited) format
2. Excel Format or TXT
3. E-mail – (contact Director of Operations, Local 226)
4. FTP Site (instructions attached)

Dues payments may be transmitted electronically (see attached) or checks should be made payable to Culinary Workers Union, Local 226 and mailed to:

Attn: Cashier's Department  
Culinary Workers Union, Local 226  
1630 South Commerce Street  
Las Vegas, NV 89102

\*Bartenders and Apprentice Bartenders dues are to be mailed to:  
Bartenders Union, Local 165  
P.O. Box 26238  
Las Vegas, NV 89126

\* Checks should be made out to Bartenders Union, Local 165.

## ARTICLE 5: SALARIES AND WAGES

### 5.01. Weekly Payment.

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

### 5.02. Terminated Employees.

(a) Applicable Laws to Article 5, Section 608.020 - Discharge of an Employee - Immediate Payment: Whenever the Employer discharges an employee, the wage and compensation earned and unpaid at the time of discharge shall become due and payable within twenty-four (24) hours.

(b) Section 608.030 - Payment of Employee Who Resigns or Quits His/Her Employment: Whenever an employee resigns or quits his/her employment, the wages and compensation earned and unpaid at the time of his/her resignation or quitting must be paid no later than:

1. The day of which he would have regularly been paid the wage or compensation; or
2. Seven (7) days after he quits or resigns, whichever is earlier.

### 5.03. Delinquencies.

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

### 5.04. Deductions and Donations.

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

**5.05. Superior Workmen.**

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

**5.06. Combination Jobs.**

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

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

**5.07. Equal Pay.**

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

**5.08.**

Both the Union and the Employer agree that providing guests with excellent service is the primary objective of all employees. Employees shall normally perform the work customarily performed by their job classification. However, nothing in this contract shall be construed as limiting the right of the Employer to assign occasional work to any employee in order to ensure the proper and orderly conduct of hotel operations.

**5.09. Lead/Trainer Special Assignment Pay.**

Management may, in its discretion and without regard to seniority, at any time assign lead/trainer duties to an employee for all or part of a shift. Employees who have been assigned lead/trainer duties shall receive, in addition to the employee's regular rate, premium pay of \$1.00 per hour for the entire shift. Unless an employee is given a written multiple shift assignment of lead/trainer duties any lead/trainer assignment shall be effective for one shift only. Any employee may without penalty decline to accept the lead/trainer assignment at the time the assignment is made.

**ARTICLE 6: DISCIPLINE**

**6.01. Cause for Discharge.**

(a) No regular employee, after having completed the probationary period under Section 17.01, shall be disciplined and/or discharged except for just cause. The Employer shall follow a system of progressive discipline. The parties agree that progressive discipline normally requires, prior to suspension or discharge, that an employee be given a written opportunity to correct the deficiency, but that within the principle of progressive discipline, the Employer may impose immediate suspension or discharge for dishonesty, incompetence, misconduct, insubordination, discourteous conduct toward a guest, failure to report to work without just cause, walking off the job during a

shift, or drinking alcohol or use of controlled substance, or being under the influence thereof, during the employee's shift.

When an employee who has completed the probationary period is disciplined and/or discharged, the reason therefore will be given to the employee in writing. Based on the Union and Employer's established practice when an employee is discharged, copies of the written notice to the employee will be sent to the Union within seventy-two (72) hours of the discharge. Upon request by the Union, legible copies of all documents relevant to discipline or discharge, including videotapes, shall be provided to the Union.

(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 the time required for the examination. A blood alcohol level at or in excess of the current level allowed by law provides an absolute presumption that an employee is under the influence of alcohol.

(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 parties may bypass the mediation process and proceed directly to formal arbitration under Article 18.03 (b) at the option of the Employer.

#### **6.02. Warning Notices.**

Warning notices issued to employees must specify the events or actions for which the warning is issued. Warning notices shall be issued to employees as soon as possible after the Employer is aware of the event or action for which the warning notice is issued and has a reasonable period of time to investigate the matter; but in any event, warning notices shall be issued to employees only at the end of a shift. A legible copy of any written warning notice issued to employees shall be mailed or given to the Union within seventy-two (72) hours after its issuance by the Employer. Upon request by the Union, legible copies of all documents relied upon by the Employer in issuing the warning notice, including copies of any written complaints or reports concerning the employee, either by a customer, an outside agency, or by the Employer's own employees, and copies of any relevant cash register tapes, shall be furnished to the Union within three (3) working days after such request. The names 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 on in support of any subsequent discharge or disciplinary action.

**6.03. Time of Discharge.**

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

**6.04. 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 to 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 may 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 of this Agreement (Grievance and Arbitration) and an arbitrator overrules the discharge. In any dispute over the amount of back pay due to an employee under an arbitration award, the arbitrator shall have no authority to award any back pay to that employee unless the employee or the Union has affirmatively proven by a preponderance of the evidence that the employee has fulfilled his/her duty to mitigate damages at all times since his/her discharge.

**ARTICLE 7: REPORTING PAY**

**7.01. Reasons for Payment.**

When the Employer or its representative orders an employee to report for work, or fails to notify an employee not to report for work as previously scheduled, for any reason, and said employee is not allowed to work, the Employer shall pay the employee at the employee's regular rate of pay for the employees' scheduled shift.

**7.02. Discharged Employees.**

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

**7.03. Early Shift Release.**

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

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

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

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

### **8.02. Lie Detector Tests Prohibited.**

(a) No employee shall be required or requested by the Employer to take a lie detector test.

(b) Applicants for positions other than those for which individual bondable status is required under Section 8.04 shall not be given lie detector tests.

### **8.03. Confessions or Statements.**

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

### **8.04. Bondable Status.**

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

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

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

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

Ten (10) hour shifts may be scheduled for employees in all classifications, except for Cooks and Miscellaneous Kitchen Help and Housekeeping classifications, who may voluntarily agree to be scheduled for ten (10) hour shifts. All work performed by an employee with a ten (10) hour shift

on that employee's fifth (5<sup>th</sup>) consecutive day of work will be paid at time and one-half (1-½X), on that employee's sixth (6<sup>th</sup>) consecutive day of work will be paid at two times (2X), and on that employee's seventh (7<sup>th</sup>) consecutive day of work will be paid at two and one-half (2-½X) the employee's straight-time hourly rate of pay respectively.

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

**9.02. Days Off.**

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

**9.03. Guaranteed Work.**

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

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

COOKS AND MISCELLANEOUS KITCHEN HELP CLASSIFICATIONS;  
DINING ROOM CLASSIFICATIONS  
HOUSEKEEPING CLASSIFICATIONS;

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

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

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

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

4. Shift changes brought about by senior employees bidding in accordance with Section 17.04.

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

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

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

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

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

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

No employee shall be required to work more than one (1) shift in any one (1) calendar day. This shall not prohibit the performance of overtime work consecutive with the employee's regular shift; provided that if an employee works more than four (4) hours of such overtime, all overtime in excess of four (4) hours shall be paid for at double (2X) the employee's straight-time rate. Except for relief employees and emergencies, all regular employees shall be allowed a minimum of fourteen (14) hours off duty between the end of one (1) shift and the commencement of the next shift. Relief employees shall be allowed at least eight (8) hours off duty. Except in emergencies, the voluntary return to work in the case of other Utility Cleaners, (where the employee and the Union agree), or when an employee's shift schedule is changed or the employee is transferred to a different shift under Section 17.04(b), all work performed by a regular employee within fourteen (14) hours from the end of the employee's last shift shall be paid at the rate of time and one-half (1-½X) the employee's straight-time hourly rate of pay. All work performed by relief employees within eight (8) hours from the end of the employee's last shift shall be paid at the rate of time and one-half (1-½X) the employee's straight-time hourly rate of pay. If an employee requests to return to work after only a minimum of eight (8) hours between shifts with management approval, there shall be no penalties under this section.

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

Split shifts shall be allowed only for Busser/Stewards. The split shift shall be eight (8) hours within eleven (11) hours, with one (1) split. Any employee working a split shift shall receive Three Dollars (\$3.00) 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 time, and house and classification seniority dates. When employees not originally scheduled to work during any week are later called into work during that week, their names and classifications and seniority dates shall be added to

the posted work schedule not later than the end of the first shift they work. Social Security numbers will be provided to the Union upon request.

At least seventy-two (72) hours' notice must be given to employees whose scheduled days off are to be changed. An employee whose shift starting time is to be changed for the employee's next scheduled shift must be so notified in person before leaving work on his/her prior shift. No regular employee shall be required to call in or stand by for calls. Shifts may not be rotated.

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

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

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

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

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

### **10.03. Culinary Union Training School.**

The Employer may utilize students from the Culinary Union Training School in all applicable job classifications. Students must be supervised at all times and cannot exceed over fifty (50) percent of the workforce complemented on any day.

### **10.04. Steady Extra Board.**

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

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

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

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

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

**10.06. Conditions Applicable to Steady Extra Board Personnel.**

(a) Employees carried on the Steady Extra Board shall be covered by all the terms of this Agreement, except that the following provisions shall not be applicable to such employees: Section 9.03, 12.02(a), 13.01(g) and Article 17, provided further that a steady extra employee shall be covered by Article 6 after the employee has completed sixty (60) calendar days of work after his/her most recent date of hire by the Employer. Article 18 shall not be applicable to claims asserted under the above-specified provisions of the Agreement. Vacation pay under Article 11 after one (1) year of service shall be prorated on the basis of time actually worked for the Employer by such employees. In addition to the provisions of Article 6, an employee on the Steady Extra Board may be terminated without recourse to Article 18 because of the employee fails, refuses, or is unavailable to work more than twenty-five percent (25%) of the shifts made available to him/her in any sixty (60) day period.

Except as provided in Section 17.03, and provided they are otherwise qualified to perform satisfactorily the work to be done, Steady Extra Board employees shall be offered all steady extra work in the order of their seniority amongst themselves before extra employees are hired. One steady extra on a shift (excluding Banquet Servers/Bartenders) may be scheduled for a six (6) hour shift. It will be the junior steady extra in the classification scheduled.

(b) The Employer shall offer to steady extras employees in a classification, in accordance with their steady extra classification seniority, the first two (2) out of every three (3) permanent vacancies in that classification, after regular employees in that classification have exhausted their rights under Section 17.04(b) of this Agreement. Every third (3<sup>rd</sup>) such vacancy will be filled by promotion as provided in Section 17.04(a) of this Agreement.

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, their classification seniority shall date from most recent date of transfer into their present classification on a full-time basis, and house seniority shall date from original date of hire.

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

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

If an Extra refuses an available Steady Extra position, they shall lose their rights to that position, but may earn a new right by working an additional forty (40) shifts. However, they may continue to work as an Extra.

## ARTICLE 11: VACATIONS

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

(a) All employees who have at least one (1) full year of seniority shall be entitled to a paid vacation on the following basis, except terminated employees who have six (6) months:

<u>Continuous Service</u>	<u>Vacation Period</u>
One (1) year, but less than two (2) years	One (1) week
Two (2) years, but less than six (6) years	Two (2) weeks
Six (6) years, but less than twelve (12) years	Three (3) weeks
Twelve (12) years or more	Four (4) weeks

(b) Temporary layoffs or leaves of absence during the year shall not interrupt the continuity of seniority for the purpose of determining the amount of vacation for which an employee is eligible.

(c) Employees shall be entitled to receive their vacation pay before they leave for vacation.

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

A change in ownership of the Employer shall not break an employee's continuity of service for the purpose of vacation eligibility. Except as provided otherwise in Section 17.05, time absent from work while on authorized leave of absence or while on layoff shall not break an employee's continuity of service. Neither time absent from work while on authorized leave of absence nor while on layoff shall change an employee's anniversary date. Time absent from work while on authorized leave of absence or while on layoff shall be counted as months and years of continuous service in computing the number of weeks of paid vacation due and for all purposes of vacation eligibility. Provided, however, that the amount of paid vacation due an employee in a particular anniversary year will be reduced on a pro rata basis to reflect any time absent from work while on authorized leave of absence or while on layoff in excess of a total of thirty (30) days during the twelve (12) months immediately preceding the employee's anniversary date.

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

Vacations are due on the employee's anniversary date of employment as set forth above and shall be granted at such time if the employee makes a written request therefore at least thirty (30) days prior to the employee's anniversary date. If an employee does not so request his/her vacation, the Employer may assign the vacation for a period within three (3) months of the employee's anniversary date of employment; and under such circumstances the employee shall be given at least thirty (30) days' advance notice by the Employer of the vacation period. Employees with children who attend elementary or high school shall be granted their vacation, if eligible, during the school vacation period upon thirty (30) days' advance written application to the Employer. Subject to the above provisions of this Section, preference for vacation periods shall be based on the seniority of the employees entitled to vacations, provided that the Employer shall have the right to schedule vacations of employees requesting the same vacation period so as not to interfere with

efficient operations of the hotel. The Employer may not deny an employee a requested vacation period under the preceding sentence if the Union can furnish a qualified replacement employee for the requested vacation period.

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

An employee must take all vacation time before the end of the anniversary year following the anniversary year in which the vacation is earned.

**11.04. Vacation Pay.**

Employees shall be entitled to vacation benefits at straight-time rates of pay on the same basis that their work is performed. Thus, employees working either full-time or short shifts shall be paid vacation pay based on the number of months worked in accrual year. All hours paid in the accrual year, including overtime and premium pay, shall be included in the employee's vacation pay calculation to a maximum of forty (40) hours per week. The following shall be the method of computing vacation pay:

- (a) Number of months in the accrual year times one-twelfth (1/12<sup>th</sup>) the number of weekly average hours.
- (b) After two (2) full accrual years, two (2) times the number of weekly average hours.
- (c) After six (6) full accrual years, three (3) times the number of weekly average hours.
- (d) After twelve (12) full accrual years, four (4) times the number of weekly average hours.

**ARTICLE 12: HOLIDAYS**

**12.01. Recognized Holidays.**

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

New Year's Day	January 1 <sup>st</sup>
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>

\* In lieu of Martin Luther King Birthday and President's Day, two (2) floating holidays used for the Friday after Thanksgiving and/or Christmas Eve when the building is closed, or any day throughout the year.

**12.02. Holiday Pay.**

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

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

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

**12.03. Failure to Report.**

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

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

**12.04. Floating Holidays.**

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

2. Holiday may not be taken prior to day of observance (President's Day or Martin Luther King Birthday), but must be taken prior to the next day of observance of the particular holiday.

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

4. Regular or relief employees only.

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

**ARTICLE 13: LEAVE OF ABSENCE**

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

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

(b) Leaves of absence without pay for a bona fide medical disability or serious health condition not compensable under the EICON shall be granted for periods not to exceed six (6) months total

during any twelve (12) month period except that an employee on a leave of absence under this subsection because of a pregnancy related medical condition may supplement the six (6) month leave provided here with a borrowing of part of the leave to which the employee would become entitled under subsection 13.01(d) after birth of an employee's child.

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

(d) Leaves of absence without pay for a period of up to twelve (12) months shall be granted for the birth and caring of employee's children or for the placement of a child with employee for adoption or foster care, provided that 1) the employee shall be entitled to a minimum of twelve (12) weeks during any twelve (12) month period; 2) 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 Section 13.01(b) for pregnancy related disability, leave under this subsection shall be shortened by the same amount of time borrowed; and 3) proof of the child's birth or adoption is presented.

(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 six (6) months without the mutual agreement of the Employer, the Union and the employee; 2) only one employee may take such leave from any one (1) department at any time during any six (6) month period; 3) the employee on Union employment leave shall not return or be assigned to any property owned and/or operated by his/her Employer for the purpose of engaging in Union business; and 4) while his/her seniority with the Employer will continue to accrue while on this leave, it shall not accrue for vacation entitlement purposes.

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

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

(h) Upon return of an employee from a leave of absence provided in this section, the employee shall be returned to his/her regular job classification, shift and station (or station rotation) on the day the employee is to return to work. Such employee shall be returned to work, after a leave under this FMLA not provided in this Article, within a reasonable time (in accordance with the law) or after a bona fide medical disability leave not subject to the FMLA, within five days after the employee notifies the Employer that he is available to return to work.

(i) The Employer shall continue to make contributions for twelve (12) weeks to the Health and Welfare Fund under Article 22 of this Agreement 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 the employee for adoption or foster care (or for two months for a bona fide medical disability not subject to the Family and Medical Leave

Act ("FMLA"). The twelve (12) week period will begin on the date the leave of absence begins. The contributions required under the provision shall be made at the minimum level necessary under the Health and Welfare Plan to maintain existing benefits under the Plan. Leaves of absence shall not be granted for the purpose of taking outside employment. Any employee on leave of absence who engages in new outside employment or expands the scope of current outside employment or actively works at current outside employment in conflict with his/her serious health condition 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 (or bona fide medical disability), whether or not compensable under the terms of the Nevada Industrial Insurance Act 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) selected by the Employer, other than the one employed by or regularly retained by the Employer. Such examination shall be paid for by the Employer. If there is a dispute or conflict between the employee's treating health care provider and the health care provider selected by the Employer as to the physical ability of the employee to return to work and perform the duties of his/her former position, the dispute or conflict shall be resolved by a third medical opinion by a health care provider agreed upon by the employee's and Employer's health care providers. Employees absent due to illness or injury shall advise their Employer as to their expected date of return to work, and of any changes therein, but shall not be required to call or advise their Employer daily. If the employee neglects to advise the Employer when he/she calls in as to his/her expected date of return, the Employer's representative will inquire as to the employee's expected date of return.

**13.04. Relationship to Family and Medical Leave Act.**

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

The following requirements shall apply to leaves of absences which are available only under the FMLA:

(a) Eligibility for Leave. Employees are eligible for leave under the FMLA if they have worked at least 1,250 hours during the twelve (12) months prior to the requested leaves of absences.

(b) Conditions for Leave.

(1) An employee must provide the Employer with thirty (30) days advance notice for any leaves of absence that are foreseeable. If thirty (30) days notice is not given, the Employer has the right to delay the requested leave for thirty (30) days from the date notice is given. If leave is not foreseeable, employees must give as much notice as is practical, generally within one or two business days of when the need for the leave becomes known.

(2) The employee must provide the Employer with a medical certification from a health care provider (within the meaning of the FMLA) for any leaves of absence for a serious health condition of the employee, or to care for the serious health condition of the employee's spouse, child or parent. The certification shall state the date on which the serious health condition commenced; the probable duration of the condition; appropriate medical facts about the condition; a statement that the employee is needed to care for the spouse, child or parent, if applicable; and a statement that the employee is unable to perform the functions of the position, if applicable. The Employer may also promptly require the employee to be examined by a health care provider (within the meaning of the FMLA) selected by the Employer other than the one employed by the Employer. Such examination shall be paid for by the Employer.

(3) Extensions to FMLA leave may be granted but may not exceed a total of twelve (12) weeks per employee per twelve (12) month period. Extensions must be requested prior to the approved return-to-work date, and must include recertification of the reason or need to extend the leave and an adjusted return-to-work date.

(4) An employee may substitute paid leave for FMLA unpaid leave by using already earned paid vacation leave. The period of FMLA leave may not exceed twelve (12) weeks.

(5) When both spouses are employed by the Employer they may take only a combined total of twelve (12) weeks of FMLA leave during any twelve (12) month period for leaves taken for the birth or placement of a child, or to care for a parent with a serious health condition.

(6) Any employee benefit accrued or earned prior to the date of the FMLA leave will not be lost as a result of the leave.

(c) Return from Leave of Absence. Upon return from a leave of absence, the employee shall be returned in accordance with Section 13.01(h) except that the employee shall be returned to work within a reasonable time (in accordance with the law) and that the employee has no greater right to job restoration or to any other benefits and conditions of employment than if the employee had been continuously employed throughout the leave period.

### **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 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 the 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 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 Section 13.01(a) of this Agreement.

In the event a bargaining unit employee is assigned and accepts light duty work within the bargaining unit, all applicable provisions of this 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 20.02 of this Agreement.

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 this 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 this Agreement shall apply to employee 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.

## ARTICLE 14: RESERVED

[Article 14 intentionally left blank]

## ARTICLE 15: UNIFORMS AND FACILITIES

### **15.01. Uniforms Furnished by Employer.**

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

(b) The Employer shall, as a penalty, pay an employee who is not furnished uniforms or work clothes as provided above or for who such uniforms are not laundered or cleaned, one dollar (\$1.00) per shift for each shift worked without the required uniform and/or laundering or cleaning.

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

(a) The Employer shall not require employees to make deposits for uniforms or clothing furnished by the Employer. Employees shall not wear such uniforms or clothing except while working for the Employer and, where permitted by the Employer, while going to and from work. Except for normal wear and tear, employees shall be responsible for their negligent or careless loss of or damage to uniforms and clothing furnished by the Employer.

(b) Employees claiming to have forgotten their identification badge when reporting for work may not be sent home if they have not previously reported for work without their badge within the preceding ninety (90) days. The Employer may not charge the employee more than the actual replacement cost of a lost identification badge.

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

Except as provided otherwise in paragraph (b) of this Section, the Employer shall provide individual lockers with locks or secure locker bags for all employees, and shall also provide and maintain in a clean and sanitary condition private dressing areas. Except for normal wear and tear, employees shall be responsible for loss of or damage to lockers, locker bags, locks and keys furnished by the Employer, provided that such loss or damage is the fault of the employee. No representative of the Employer shall open an employee's locker or locker bag unless the employee

or a Union representative is offered an opportunity to be present. When existing lockers are replaced or new lockers are installed in new or expanded locker room facilities, such new or replaced lockers shall be of reasonable size to accommodate the storage of employees' clothing and belongings. Locker bags shall be of reasonable size to accommodate the storage of employees' clothing and belongings.

**15.04. Theft.**

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

**ARTICLE 16: MISCELLANEOUS**

**16.01. Duties of Guest Room Attendants and Utility Cleaners.**

(a) Room Attendants shall not be required to perform duties of Utility Cleaner. Room Attendants shall clean and service only guest rooms and perform any incidental cleaning necessary to maintain cleanliness in guest room areas. Utility Cleaners are employees who perform cleaning (excluding Room Attendant's work) in the hotels, including halls, lobbies and rooms. Room Attendants shall not be required to move furniture, including rollaway beds, into or out of rooms. Room Attendants shall not be required to turn mattresses nor to use heavy-duty commercial power vacuums to clean rooms. Room Attendants are not to clean ceilings or perform any work which they cannot perform while standing on the floor; provided, however, Room Attendants may be required to use a one-step stool provided by the Employer for the purpose of cleaning bathroom mirrors. The workload standard for Room Attendants shall be 16 rooms per day.

(b) **Turndown Attendant Classification:**

1. Shift: Four (4) hours (as needed)—one per shift.
2. Wages: Room Attendant (GRA) hourly rate plus One Dollar (\$1.00) per hour premium.
3. Responsibilities and duties: perform room attendant (GRA) and associated duties, including but not limited to:
  - A. Removing bedspread and folding back bed linens.
  - B. Change towels, if required.
  - C. Remove trash, if required.
  - D. Clean ashtrays, if required.

**16.02. Mopping of Floors.**

Except as provided in Section 16.01, mopping of floors shall be the duty of Utility Cleaners and Kitchen Workers.

**16.03. Furnishing of Linen and Equipment.**

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

**16.04. Aprons, Boots and Hard Hats.**

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

**16.05. Union Buttons.**

Union buttons may be worn on the job at all times.

**16.06. Floor Coverings.**

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

**16.07. Notice by Employee.**

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

**16.08. Knife Sharpening.**

The Employer shall sharpen or pay a service to sharpen knives for Cooks at least once a month.

**16.09. Work Record.**

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

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

## ARTICLE 17: SENIORITY

### **17.01. Probationary Period.**

An employee will be considered as a probationary employee until he/she has completed sixty (60) calendar days after his/her most recent date of hire by the Employer. A probationary employee may be terminated at the discretion of the Employer, and such termination shall not be subject to the grievance and arbitration provisions of Article 18. The above probationary period may be extended by mutual agreement of the Employer and the Union.

### **17.02. Definition of Seniority.**

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

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

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

### **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 except for parties, before extra employees are hired, before steady extra employees are offered such work, and, to the extent practical, before regular employees are assigned to work their sixth (6<sup>th</sup>) 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. For employees laid off without reasonable expectation of recall within sixty (60) days, the Employer shall provide employees with notice of vacancies (by posting or otherwise), and employees on layoff may apply for these vacancies. Employer shall select employees on layoff, who apply for said vacancies, provided that they are qualified to do the work. Employees must successfully complete a sixty (60) calendar day probationary period. Employee's recall rights shall be unaffected by the operation of the above provision.

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

(c) Employees to be laid off in accordance with Section 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. Where qualifications to perform the work in the other classifications are relatively equal among employees, the senior employee shall be the one promoted. The Employer shall encourage internal bidding in order to maximize promotional opportunities to permanent vacancies, but the Employer's promotion decision shall be deemed to be valid unless arbitrary, capricious or discriminatory. An employee who has successfully completed the course of training offered by the Southern Nevada Joint Management Culinary & Bartenders Training Fund for a promotional position, or the Employer's in-house training program, shall be deemed qualified for such position. For purposes of this paragraph (a) of this Agreement, 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 Sections 17.04(b) or 10.06(b) of this Agreement, 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 seventy-two (72) hours near the employees' time clock or other location to which employees have regular access. The Employer may fill the vacancy temporarily during the posting period. An employee promoted under this section who cannot perform satisfactorily the work of the job to which promoted, shall be transferred back to his/her former job, shift and station within thirty (30) shifts worked after the date of the promotion.

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

**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.
- (d) The employee is absent, due to injury or illness sustained during the course of employment, exceeding the period for which statutory, temporary, total disability payments are payable under the Employer's Insurance Company of Nevada, provided that the employee shall have one (1) week after his/her release in which to return to work. However, the time required for an appeal through the appeals officer level shall not, in and of itself, constitute a break in the employee's seniority.
- (e) The employee is absent because of layoff exceeding six (6) months if the employee had less than six (6) months of active employment when the layoff began, or absent because of layoff exceeding twelve (12) months if he had six (6) or more months of active employment when the layoff began. However, this provision shall not apply to layoffs because of construction lasting less than eighteen (18) months.
- (f) The employee is absent exceeding six (6) months because of illness or injury not compensable under the Employer's Insurance Company of Nevada.

**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, the employee's seniority and continuous service shall be terminated, and the Employer shall be free to hire a replacement in accordance with Article 2 of this Agreement.

**ARTICLE 18: GRIEVANCES AND ARBITRATION**

**18.01. Definition.**

For purposes of this Agreement, a grievance is a dispute or difference of opinion between the Union and the Employer involving the meaning, interpretation, application to employees covered by this Agreement. Any violation or alleged violation of Section 19.01 or 19.03 shall not be subject to the Grievance and Arbitration Procedure.

**18.02. Time Limit for Filing Grievance.**

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

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

**18.03. Procedure for Adjusting Grievances.**

All grievances shall be adjusted exclusively in the following manner:

1. **BOARD OF ADJUSTMENT.** Any unresolved grievance shall be reduced to writing and scheduled for hearing by a Board of Adjustment within fifteen (15) calendar days of the filing of the grievance. The Board of Adjustment shall be comprised of not more than three (3) representatives of the Employer and three (3) representatives of the Union. For the purpose of attempting to resolve grievances prior to arbitration, the parties, at any meeting prior to the Board of Adjustment hearing and at that hearing, shall make full disclosure to each other of all facts and evidence then known to them which bear on the grievance.

2. **ARBITRATION.**

(a) **Pre-Arbitration Mediation:** A grievance regarding the disciplinary suspension or discharge of an employee(s) not resolved by the Board of Adjustment may be referred to formal arbitration by written notice from the party who filed the grievance, within fifteen (15) calendar days of the Board of Adjustment under the following procedures:

(i) The dispute shall be mediated by a Commissioner of the FMCS.

(ii) If mediation does not produce a resolution, then the arbitrator shall be selected through the process set forth in 18.03(2)(b).

(iii) The mediation hearing shall be conducted without the assistance of lawyers (including law school graduates not admitted to practice as lawyers), and lawyers may not be present at such hearing provided that the parties may employ lawyers for the purpose of selecting arbitrators.

(iv) There shall be no court reporter.

(v) The commissioner shall make a recommendation on the day of the hearing; and both parties, before proceeding, will agree to follow that recommendation unless unable to because of internal reasons.

(vi) All agreements reached at mediation shall be non-precedent setting, and they may not be offered into evidence or otherwise referenced in any judicial, arbitration or other legal proceeding, except in a proceeding to enforce compliance with the terms of the award.

In all mediations resolved under the procedures set forth in this section, any costs of the mediation shall be divided evenly by the parties.

All other (non-discharge) unresolved grievances may be referred to formal arbitration within the same time period, by written notice from the party who filed the grievance.

(b) Formal Arbitration: Representatives of the Employer and the Union may agree to select an arbitrator, but if they are unable to do so, the arbitrator shall be chosen from the panel, received from the Federal Mediation and Conciliation Service ("FMCS"), of arbitrators who are members of the National Academy of Arbitrators and who reside in California or Nevada. No arbitrator shall be chosen to serve in two (2) consecutive arbitrations for the same hotel unless by mutual consent of the parties. The arbitrator shall be notified in writing of his/her selection, and shall have no authority, jurisdiction or power to amend, modify, nullify or add to the provisions of this Agreement. No evidence shall be introduced as to the withdrawal, during negotiations, of a proposal to change the Agreement. The award of the arbitrator shall be final and binding upon the Employer, the Union, and the employee(s) involved. Except in discharge cases, the expenses and fees of the arbitrator shall be shared equally by the Employer and the Union. In discharge cases, the expenses and fees of the arbitrator, and of the court reporter, if any, shall be paid by the party losing the arbitration. Where, in a discharge case, reinstatement is ordered by an arbitrator with less than full back pay, the costs of arbitration shall be divided evenly between the parties.

#### **18.04. Extension of Time Limits.**

The time limits and other provisions set forth in this Article 18 may be extended or waived by mutual agreement of the parties.

### **ARTICLE 19: NO STRIKES - NO LOCKOUTS**

#### **19.01. No Strikes.**

During the term of this Agreement, neither the Union collectively nor employees individually will engage in any no-work stoppages, picketing, sympathy strikes or any other form of economic action or interference with the Employer's business except as authorized in Sections 19.03 and 19.04.

**19.02. No Lockouts.**

(a) During the term of this Agreement, the Employer will not lock out any of the employees in the bargaining unit covered by this Agreement, except where the employees have the right to refuse to cross the picket line under Section 19.03.

(b) Except for Employer claims of a breach of Article 19, No Strikes - No Lockouts, if either party alleges that there is a breach of this contract which significantly affects labor peace, the matter will go to expedited arbitration.

**19.03. Picket Lines.**

Refusal of an employee to cross a bona fide picket line sanctioned and approved by the Local Joint Executive Board of Las Vegas and 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:

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

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

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

**19.04. Arbitration Awards.**

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

**ARTICLE 20: MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**20.01. Rights to Manage.**

The right to manage the Employer's business and the direction of its employees, including, but not limited to, the following rights, are reserved to the Employer. Such rights include the right to direct, plan and control operations, to determine the number of employees to be employed, and to determine the means, methods and schedules of operations. The Employer shall have the sole right to direct and control its employees. The Employer reserves the right, which is hereby recognized by the Union, to initiate any action toward any employee, including, but not limited to, reclassification, retention, scheduling, assignment, promotion, transfer, layoff and/or rehire.

Seniority, among other factors, will be considered by the Employer when making these decisions. All of the foregoing rights are reserved to the Employer except to the extent they may be contrary to or inconsistent with the terms and conditions of this Agreement.

**20.02. Rules and Posting.**

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

**ARTICLE 21: COURT APPEARANCE AND JURY DUTY**

**21.01. Court Appearance.**

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

**21.02. Jury Duty.**

A regular or a relief employee who has completed the probationary period, as defined in Article 17.01, and who is required to serve on a jury, and loses work time because of such service, shall be paid the difference between the jury fee received and his/her straight-time rate of pay for not more than eight (8) hours per day. This Section shall apply only with respect to an employee's regularly scheduled days of work and shall not be applicable with respect to days on which the employee was not scheduled to work. Payment for such service hereunder shall be limited to not more than thirty (30) days in any calendar year, or to not more than thirty (30) days in any thirty-six (36) month period if the jury duty service is voluntary. At the request of the Employer, the employee shall furnish satisfactory evidence of such service for which he/she claims payment hereunder. No employee, after having served on jury duty or having been required to stand by for same at the courthouse shall be required to report for work prior to eight (8) hours after completion of his/her jury service, unless the employee's jury service ended in time for the employee to report for a regularly scheduled swing shift beginning not later than 4:00 p.m., and ending no later than 12:00 midnight. This Section shall not apply with respect to any jury summons received by an employee prior to his/her date of hire.

## **ARTICLE 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. The parties hereto agree that the aforesaid trust agreement shall be in effect during the period of this Agreement. The Employer shall make the contributions provided for in this Article to said trust fund on or before the fifteenth (15<sup>th</sup>) day of each month for the previous month. Contributions due from the Employer shall be four dollars and thirty-nine cents (\$4.39) per hour worked effective March 1, 2018. All else in this Agreement notwithstanding, the Employer shall not be required to pay contributions for any employee in excess of one hundred sixty (160) hours per month. This rate of contribution may be increased on or after June 1, 2018 in accordance with the provisions of Section 24.03 of this Agreement. Management and supervisory employees on the Employer's active payroll may participate in the Plan. The contribution rate for such employees shall be the rate applicable to bargaining unit employees based on a forty (40) hour workweek.

Contributions shall be forwarded to the bank designated by the UNITE HERE Health. A list of the names and the 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.

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

## **ARTICLE 23: PENSION/RETIREMENT**

### **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.**

The Employer shall contribute one dollar and twenty-and-a half cents (\$1.205) per hour worked by all employees covered by this Agreement during the preceding calendar month effective March 1, 2018. Said contributions shall be due and payable to the fund not later than the fifteenth (15<sup>th</sup>) day of each month. A list of the names and social security numbers of the employees covered shall accompany the payment. As used in this section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. This rate of contribution may be increased on or after June 1, 2018 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 (15<sup>th</sup>) day of the month in which such payments are due. Interest at the rate of seven percent (7%) per annum shall be payable on all delinquent contributions.

**23.05. 401(k) Plan.**

Prism Hospitality, L.P. offers a 401(k) Plan to all employees who have completed ninety (90) days of service and who are expected to work at least one thousand (1,000) hours for Prism Hospitality, L.P. during a Plan year. This program is fully employee-funded. It allows you to make contributions of one percent (1%) to twenty percent (20%) of earnings to the Plan with pre-tax dollars.

**ARTICLE 24: WAGES**

**24.01. Established Wages.**

Except as provided otherwise in Sections 5.06(a), 24.02 and 24.04, classifications and wage rates for the term of this Agreement shall be as set forth in Exhibit 1 attached to and made a part of this Agreement.

**24.02. Minimum Wages.**

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

**24.03. Additional Amounts.**

(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 and contributions to the Health and Welfare and Pension provided that 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.

Hourly wage increases in the following amounts shall be converted to the appropriate wage increases per shift and added to the rates of pay provided in Exhibit 1 of this Agreement.

<u>Date</u>	<u>Total Package Increase</u>
Jun 1, 2014	\$0.50 per hour
June 1, 2015	\$0.55 per hour
June 1, 2016	\$0.60 per hour
June 1, 2017	Subject to Reopener
June 1, 2018	Subject to Reopener

**(b) Economic Reopener.**

Either party to the Agreement may reopen the Agreement for the purpose of negotiating wages and issues related to the funding of the benefit funds for the last two years of this Agreement. The party seeking to reopen the Agreement for such negotiations must give notice to the other party, in writing, no later than February 1, 2017. Any unresolved issues in the negotiations as of April 30, 2017 shall be submitted to final and binding arbitration before an arbitrator selected in accordance with the procedure in Article 21, Section 21.03(c) of this Agreement (but the remaining provisions of Article 21 shall not apply). The expenses and fees of the arbitrator shall be shared equally by the Employer and the Union. The arbitrator shall consider, but not be limited to, the following factors:

- (i) Wages, hours and other terms and conditions of employment in effect at the Employer's competitors;
- (ii) The Employer's profitability and ability to pay (if the Employer places this in issue);
- (iii) Cost of living in the area where employees reside and the Employer is located;
- (iv) Ability of employees, through a combination of wages, hours and benefits, to earn a living wage to sustain themselves and their families;
- (v) Regional and local market conditions; and
- (vi) Employee's productivity.

There shall be no strikes, lockouts, picketing, imposition of unilateral changes or other forms of economic self-help as a result of the reopener. The agreement of the parties as to wages, and the decision, if any, of the arbitrator, shall be retroactive to June 1, 2017.

The tables in Exhibit 1 are intended to be for illustrative purposes only. Increases due an employee on the anniversary date of the contract are governed by the above-indicated wage increases.

**24.04.**

NEW HIRES may be paid at the eighty percent (80%) rate for the first one hundred eighty (180) calendar days of employment.

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.

**ARTICLE 25: OWNERS AND SUCCESSORS**

**25.01. Ownership.**

This Agreement shall cover all employees employed in classifications listed in Exhibit 1 in operations within the jurisdiction of the Union, in Greater Las Vegas, Nevada, which during the term of this Agreement, are owned by, or operated by or substantially under the control of the Employer. The term "Employer" shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of the Employer covered by this Agreement, or one or more principal(s) of the Employer covered by this Agreement, or a subsidiary of the Employer covered by this Agreement, or any person, firm partnership, corporation, joint venture or other legal entity which substantially controls the Employer covered by this Agreement. However, the foregoing provisions of this Section shall not apply (1) to any employees employed in classifications listed in Exhibit 1 in hotel-type operations of two hundred (200) rooms or less unless such operations have a casino providing live games, or (2) to any employees employed in classifications listed in Exhibit 1 in operations which do not have a casino providing live games unless such operations are hotel-type operations of more than two hundred (200) rooms, or (3) to any employees employed in non-hotel operations.

**25.02. Obligations on Employer Selling or Assigning.**

In the event that the Employer sells or assigns its business or in the event that there is a change in the form of ownership, 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. The Employer further agrees that as a condition to any such sale, assignment or transfer of ownership, the Employer will obtain from this successor or successors in interest a written assumption of this Agreement and furnish a copy thereof to the Union.

**25.03. Obligations on Successor Employers.**

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

## **ARTICLE 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. The provisions of this Article apply to all operations on the Employer's premises covered by this Agreement, regardless of location or displacement of employees or prior use of the area occupied by such operations. Any sublease, subcontract, or other agreement for the performance of cleaning or janitorial services shall first require the approval of the Union. Notwithstanding the foregoing provisions hereof, the Employer may purchase from outside sources for use in its establishment convenience foods, prepared frozen foods, pre-mixed salads and peeled vegetables, and the Employer may continue its existing practice of allowing limited outside catering for functions in its two small meeting rooms.

## **ARTICLE 27: INTRODUCTION OF NEW EQUIPMENT AFFECTING BARGAINING UNIT JOBS**

### **27.01.**

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

## **ARTICLE 28: LABOR-MANAGEMENT COOPERATION**

### **28.01.**

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

**28.02.**

The Employer and the Union agree that good employee morale is in the best interests of all parties. In order to encourage good morale and productivity, the Employer agrees, upon request by the Union not more than once a month, to participate in meetings for the purpose of discussing issues such as morale, productivity, work rules, absenteeism, etc. Such meetings shall include employees designated by the Union, Union representatives; supervisors; and other management personnel designated by the Employer. Union and Employer representatives shall agree on the agenda and time schedule in advance.

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

**28.03.**

The Union believes that the language of the contract is appropriate. However, the Union will, during the life of the new contract, commit itself to an appropriate labor-management process to include the highest level of Company management and Union leadership, and to include Union stewards, to experiment with different ways of doing business in a way that benefits employees, customers and management. The Union is willing to consider amending the contract during its terms to the extent both parties agree to do so as a result of agreement made during this labor management process.

**ARTICLE 29: TERMINATION**

**29.01.**

This Agreement shall be in full force and effect from April 1, 2018 to and including May 31, 2019, and from year to year thereafter unless sixty (60) days written notice to change, modify or terminate is given by either party prior to May 31, 2019, or in any subsequent year thereafter.

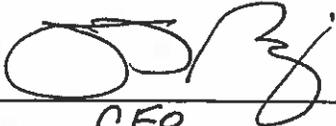
IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 27th day of April, 2018, in Clark County, State of Nevada.

EMPLOYER:

UNION:

PRISM HOSPITALITY, L.P. dba TRU BY  
HILTON

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

BY:   
ITS:                     CFO                    

BY: \_\_\_\_\_  
ITS:                     President                    

BY: \_\_\_\_\_  
ITS:                     Secretary-Treasurer

## EXHIBIT 1: WAGE SCALES

June 1, 2014

<b>CLASSIFICATION</b>	<b>100%</b>	<b>80%</b>
<i><u>Food &amp; Beverage:</u></i>		
Kitchen Worker	13.07	10.46
Steward	12.32	9.86
<i><u>Rooms:</u></i>		
Room Attendant (GRA)	12.98	10.38
Utility Worker	12.98	10.38
Laundry Attendant	12.98	10.38
Guest Services/Driver	12.98	10.38

## EXHIBIT 2: CHECK-OFF AGREEMENT PRIVATE

1. Pursuant to the Union Security provision of the Agreement between PRISM HOSPITALITY, L.P. dba TRU BY HILTON (hereinafter, referred to as the "Employer") and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, representing the Culinary Workers Union, Local No. 226, and the Bartenders Union, Local No. 165 (hereinafter, referred to as the "Union"), the Employer, during the term of the Agreement, agrees to deduct each month Union membership dues (excluding initiation fees, fines and assessments) from the pay of those employees who have authorized such deductions in writing as provided in this Check-Off Agreement. Such membership dues shall be limited to amounts levied by the Unions in accordance with their Constitutions and Bylaws. Deductions shall be made only for those employees who voluntarily submit to the hotel employing them the original or a facsimile of a written authorization in accordance with the "Authorization for Check-Off of Dues" form set forth below. It is the Union's responsibility to provide the employees with this form.

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

### PAYROLL DEDUCTION AUTHORIZATION

Date \_\_\_\_\_

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

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

Signed \_\_\_\_\_

Social Security No. \_\_\_\_\_

The Employer shall continue to honor authorization in the following form executed by employees prior to the date 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 is incomplete or in error will be returned to the Union by the Employer.
5. Check-off deductions under all properly executed Authorization for Check-Off of Dues forms which have been delivered to the Employer on or before the fifteenth (15<sup>th</sup>) 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.
7. The Employer agrees to make deductions as otherwise provided in this Check-Off of Union Membership Dues section in the case of employees who have returned to work after authorized leave of absence.
8. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Union.
9. The Employer shall remit each month to the designated financial officer of the Union, the amount of deductions made for that particular month, together with a list of employees and their Social Security numbers, for whom such deductions have been made. The information shall be in computer readable electronic form, in any one of the following media:

1. 3-½" diskette in Formatted Text (Space Delimited) format
2. CD ROM in Formatted Text (Space Delimited) format

The report shall contain header information and be set up so that "1" is the first position (not position 0). The positional formatting shall be as follows:

Positions 1-13	Social Security Number with the dashes
Positions 14-54	Name as Last Name, First Name
Positions 55-60	The dollar amount of the remittance without a dollar sign, left justified, and with the minus sign in front for negative amounts (such as -30.00)

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

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

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

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

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

### **EXHIBIT 3: REPORTING PAY**

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

#### **EXHIBIT 4: 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 the Hotel Employees and Restaurant Employees International Union TIP - "To Insure Progress". This authorization is signed voluntarily and with the understanding that the Hotel Employees and Restaurant Employees International Union TIP - "To Insure Progress" will use this money to make political contributions and expenditures in connection with Federal elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Treasurer, UNITE HERE TIP Campaign Committee - "To Insure Progress," 275 Seventh Avenue, New York, NY 10001, 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. Also, include a list of bargaining unit employee names, social security number, craft and amount of deduction. The money shall be remitted within thirty (30) days after the last day of the preceding month to the UNITE HERE TIP Campaign Committee - "To Insure Progress," 275 Seventh Avenue, New York, NY 10001, 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.

Employees who withdraw from having such deductions made, may return only once each calendar quarter.

## **MEMORANDUM OF AGREEMENT RE: NEUTRALITY**

THIS AGREEMENT is made and entered into by and between the PRISM HOSPITALITY, L.P dba TRU BY HILTON (hereinafter, called the "Employer"), and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, for and on behalf of the CULINARY WORKERS UNION, LOCAL 226, and BARTENDERS UNION, LOCAL 165 (hereinafter, called the "Union"), and is hereby attached to and made a part of the Collective Bargaining Agreement(s) between those parties.

The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employer's employees of their rights under Section 7 of the National Labor Relations Act and to avoid picketing and/or other economic action directed at the Employer in the event the Union decides to conduct an organizing campaign at any operation (at which the Union does not have representation rights) covered by Section 25.01 of the above-referenced agreements between the parties among employees employed in classifications listed in Exhibit 1 of such agreements.

The parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as the employees' exclusive bargaining representative for the purpose of collective bargaining with the Employer, or to refrain from such activity.

The Employer will take a positive approach to unionization of employees employed in classifications listed in Exhibit 1 of the agreements between the parties. It will advise such employees that it welcomes their selection of a collective bargaining agent. The Employer will not do any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by such employees of a collective bargaining agent, or preference for or opposition to any particular union as a bargaining agent.

The Union and its representatives will not coerce or threaten any employee of the Employer in an effort to obtain authorization cards.

If the Union provides written notice to the Employer of its intent to organize employees employed in classifications listed in Exhibit 1 of the agreements between the parties, the Employer shall not interfere with access on its premises to such employees by the Union to the extent such access is permitted by the Employer's lawful solicitation rules.

Within ten (10) days following receipt of such written notice of intent to organize employees employed in classifications listed in Exhibit 1 of the agreements between the parties, the Employer will furnish the Union with a complete list of such employees, including both full and part-time employees employed in classifications listed in Exhibit 1 of the agreements between the parties, showing their job classifications and departments. Within two (2) weeks thereafter, the Employer will furnish a second list of such employees to the Union, including the addresses of all employees unless an employee objects in writing to the disclosures of his or her name. Thereafter, the Employer will provide updated lists monthly.

The Union may request recognition as the exclusive collective bargaining agent for the employees in the traditional bargaining unit represented by the Union in the hotel-casino industry in Las

Vegas. A disinterested , neutral party mutually satisfactory to the Employer and the Union will be selected to conduct a review of employees authorization cards and membership information submitted by the Union in support of its claim to represent a majority of the employees in the unit. If a majority of employees within the unit has joined the Union or designated it as their exclusive collective bargaining representative, the Employer will recognize the Union as such representative of the employees and will extend to such employees this collective bargaining agreement between the Union and the Employer together with any amendments agreed to by the parties. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this agreement.

During the life of this Agreement, the Union will not engage in picketing or other economic activity at any operation covered by this Section, provided that if the Employer recognizes any union as the exclusive collective bargaining representative of employees in the unit, or any part thereof, traditionally represented by the Union, this paragraph shall terminate immediately and without notice.

The parties agree that any disputes over the interpretation or application of this Section shall be submitted to expedited arbitration in the manner provided in Subparagraph 3(b) of Section 18.03 of the agreements between the parties, with Fredric R. Horowitz of Santa Monica, California, or any other mutually acceptable person, as the arbitrator. The arbitrator shall have the authority to order the non-compliant party to comply with this Section. The parties hereto consent to the entry of any order of the arbitrator as the order or judgment of the United States District Court for the District of Nevada, without notice or entry of findings of fact and conclusions of law.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 27th day of April, 2018, in Clark County, State of Nevada.

EMPLOYER:

UNION:

PRISM HOSPITALITY, L.P. dba TRU BY  
HILTON

LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS

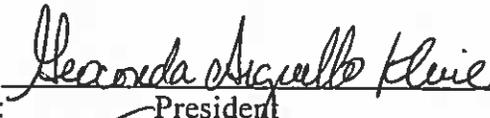
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CFO

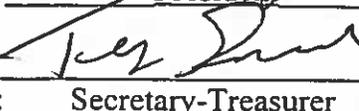
BY:

ITS:

  
President

BY:

ITS:

  
Secretary-Treasurer