

COLLECTIVE BARGAINING

AGREEMENT

between

SIGNATURE CONDOMINIUMS, LLC

and

LOCAL JOINT EXECUTIVE BOARD OF

LAS VEGAS

July 1, 2014-May 31, 2019

Table of Contents

ARTICLE 1: RECOGNITION	2
1.01. Recognition.	2
1.02. Non-Bargaining Unit Employees.....	2
1.03. Scope and Exclusions.	2
ARTICLE 2: LABOR-MANAGEMENT COOPERATION	2
2.01. Partnership.	2
2.02. Task Force.....	2
2.03. Training Programs.	3
2.04.....	4
2.05. Time and Motion Studies.....	4
ARTICLE 3: EMPLOYMENT PROCEDURE	4
3.01.....	4
3.02.....	4
3.03.....	4
3.04.....	4
3.05.....	4
ARTICLE 4: UNION REPRESENTATIVES AND COMMUNICATIONS	5
4.01.....	5
4.02. Bulletin Boards.	5
4.03. Union Buttons.	5
ARTICLE 5: HOURS OF WORK	6
5.01.....	6
5.02.....	6
5.03. Split Shift.	6
5.04. Work Schedules.	6
5.05.....	7
5.06. Notification.	7
5.07.....	7
5.08. Required Departmental and Company-Wide Meetings.....	7
ARTICLE 6: "PAID TIME OFF" AND HOLIDAY	7
6.01. Definition.	7
6.02. Eligibility.	8
6.03. Accumulation.....	8
6.04. Requests for PTO.....	8
6.05. Carry Over and Cash Out of PTO Time.	9
6.06. Advance Payment for PTO Time Off.	10
6.07. Using PTO Time Off as Sick Pay.	10
6.08. Using PTO Time Off in Conjunction with a Leave of Absence.....	10
6.09. Using PTO Time Off as Bereavement Pay.....	10

6.10. Payment of Unused PTO Time Upon Separation.....	11
6.11. Christmas Day Holiday.....	11
ARTICLE 7: TRANSFERS, PROMOTIONS, AND SENIORITY	12
7.01. Introductory Period.....	12
7.02. Definition of Seniority.....	12
7.03. Layoffs and Recalls.....	12
7.04. Transfers and Promotions.....	14
7.05. Break in Continuous Service and Seniority.....	15
7.06. Notification.....	15
7.07. Current Seniority List.....	15
7.08. Seasonal Pool Food and Beverage Employees.....	15
ARTICLE 8: GRATUITIES, PAYCHECKS AND WAGES	16
8.01.....	16
8.02.....	16
8.03.....	17
8.04.....	17
8.05.....	17
8.06.....	17
8.07.....	17
8.08.....	17
8.09.....	17
ARTICLE 9: WAGES	18
9.01. Applicable Wage Rates.....	18
9.02. Minimum Wages.....	18
9.03.....	18
9.04. New Hire Progression.....	19
ARTICLE 10: MEALS AND BREAKS	20
10.01.....	20
10.02.....	21
10.03.....	21
ARTICLE 11: RETIREMENT BENEFITS.....	21
11.01.....	21
11.02. Southern Nevada Culinary Workers And Bartenders Pension Plan	21
11.03. Union 401(k) Plan.....	22
ARTICLE 12: HEALTH AND WELFARE.....	22
12.01.....	22
12.02. Contributions to Welfare Fund.....	23
12.03.....	23
12.04. Delinquent Contributions.....	23
12.05. Acceptance of Trust.....	23
12.06.....	24

ARTICLE 13: TRAINING, THE PROVISION OF PREMIER OWNER AND GUEST SERVICES AND TRAINING FUND	24
13.01.....	24
13.02. Training Program.....	24
13.03. Training To Satisfy The Requirements Imposed By The Employer's Evolving Operations And Owner and Guest Expectations.....	24
13.04.....	25
13.05. No Claim Based on Training.....	25
13.06. Southern Nevada Joint Management Culinary and Bartenders Training Fund.....	25
ARTICLE 14: HOUSING FUND.....	26
14.01. Housing Fund.....	26
ARTICLE 15: TIP-EARNERS' LEGAL ASSISTANCE FUND	26
15.01. Tip-Earners' Legal Assistance Fund.....	26
ARTICLE 16: LEAVES OF ABSENCE	27
16.01. Reasons for Leaves of Absence.....	27
16.02. Leaves Due to Industrial Illness or Injury.....	28
16.03. Medical Disability.....	29
16.04. Relationship to Family and Medical Leave Act.....	29
16.05. Light Duty.....	30
16.06. Military Leave of Absence.....	31
ARTICLE 17: UNIFORMS	31
17.01.....	31
17.02.....	32
17.03.....	32
ARTICLE 18: JURY DUTY.....	32
18.01. Jury Duty.....	32
18.02. Administrative and Legal Proceedings.....	33
ARTICLE 19: DISCIPLINE	33
19.01. Cause for Discharge.....	33
19.02. Warning Notices.....	34
19.03. Time of Discharge.....	34
19.04. Disciplinary Suspension.....	34
19.05.....	34
19.06.....	34
ARTICLE 20: DISPUTE RESOLUTION.....	34
20.01. Disputes.....	34
20.02. Step One Process and Time Limit for Filing Grievance.....	34
20.03. Step Two Process — Procedure for Adjusting Formal Grievances.....	35
20.04. Mitigation of Damages.....	39
20.05.....	39

ARTICLE 21: MANAGEMENT RIGHTS AND RESPONSIBILITIES.....	39
21.01. Rights to Manage.....	39
21.02. Rules and Posting.....	39
ARTICLE 22: SUBCONTRACTING, SUBLEASING AND INTRODUCTION OF NEW EQUIPMENT AFFECTING BARGAINING UNIT JOBS	40
22.01.....	40
22.02.....	41
ARTICLE 23: DUES CHECK-OFF	41
23.01.....	41
ARTICLE 24: NO DISCRIMINATION AND HARASSMENT	41
24.01.....	41
24.02.....	41
ARTICLE 25: NO STRIKES - NO LOCKOUTS	42
25.01. No Strikes.....	42
25.02. No Lockouts.....	42
ARTICLE 26: OWNERS AND SUCCESSORS	42
26.01. Ownership.....	42
26.02. Successorship.....	42
ARTICLE 27: IMMIGRATION	43
27.01.....	43
27.02.....	43
27.03.....	44
27.04.....	44
27.05.....	44
ARTICLE 28: PAST PRACTICES	44
28.01.....	44
ARTICLE 29: SAVINGS CLAUSE.....	44
29.01.....	44
ARTICLE 30: NON-DISCLOSURE OF INFORMATION	45
30.01.....	45
ARTICLE 31: BANQUETS.....	45
31.01. Definition.....	45
31.02. Service Charge.....	45
31.03. Employees Working Banquets.....	46
31.04. Reporting Pay.....	46
31.05. Distribution of Gratuities.....	47
31.06. Bartenders.....	47
31.07. Banquet Training and Work.....	47
31.08. Setup and Breakdown.....	47

ARTICLE 32: TERMINATION-RENEWAL	48
EXHIBIT 1 - WAGE SCALES.....	49
EXHIBIT 2 - CHECK-OFF AGREEMENT	50
EXHIBIT 3 - GRATUITIES.....	53
SIDE LETTER #1 RE: AUTHORIZED PAYROLL DEDUCTION FOR POLITICAL CONTRIBUTIONS	59
SIDE LETTER #2 INTENTIONALLY OMITTED	61
SIDE LETTER #3 RE: HOUSKEEPING DUTIES	62
SIDE LETTER #4 RE: OFF-DUTY MISCONDUCT.....	66
SIDE LETTER #5 RE: POST-ACCIDENT TESTING.....	67
SIDE LETTER #6 RE: RESTAURANT OUTLET EXCEPTIONS	68
SIDE LETTER #7 RE: LARGE PARTY AUTO-GRATUITIES	69
LETTER OF UNDERSTANDING REGARDING ARTICLE 12: HEALTH AND WELFARE.....	70

PREAMBLE

This AGREEMENT is made and entered into as of the 1st day of July 2014 by and between The Signature Condominiums, LLC (hereinafter "Signature" or "Employer"), and the Local Joint Executive Board of Las Vegas, on behalf of the Culinary Workers Union, Local 226 and the Bartenders Union, Local 165 (hereinafter "Union"). This Agreement governs the relationship among the Signature Condominiums, LLC employees, the Union and Signature Condominiums, LLC. Employees are an important part of this Agreement, and this Agreement was entered into for their benefit.

STATEMENT OF INTENT

The parties to this collective bargaining agreement enter this agreement committed to their continuing cooperative efforts and mutual success, and providing opportunities for employees. The parties' relationship was forged based upon their recognition that they each improve their likelihood of success through mutual cooperation, and acknowledgement that the Employer is a rental manager, and maintains and manages the facility.

The parties are both committed to making Las Vegas the most successful and visited leisure destination in the world. Working together we will ensure that owners and guests will visit and return to Signature. Through the dedication, hard work, teamwork and delivery of exemplary owner and guest service our employees satisfy our owners' and guests' expectations.

It is our goal to provide the training, support and environment so every single owner and guest achieves the highest level of satisfaction.

We stand together to make our Condominium Facilities the envy of all.

WITNESSETH:

WHEREAS, pursuant to a valid reopening notice dated April 21, 2014 and served upon the Employer by the Union, the parties have, by negotiations and collective bargaining, reached complete agreement on wages, hours of work, working conditions and other related, negotiable subjects to be incorporated into a new Labor Agreement which shall supersede all previous verbal or written agreements in conflict with or modified by the 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

1.01. Recognition.

The Union is the exclusive bargaining representative of employees in the bargaining unit employed in the classifications listed in Exhibit 1. If The Signature Condominiums, LLC establishes other classifications, not listed in Exhibit 1, where the employees perform duties covered by this Agreement, those classifications shall be a part of this Agreement at a wage rate comparable to related classifications.

1.02. Non-Bargaining Unit Employees.

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 condominium/hotel operations.

1.03. Scope and Exclusions.

The term "bargaining unit" defined in Section 1.01 means the employees employed by The Signature Condominiums, LLC, at the Las Vegas, Nevada, Condominium Facilities located at 125, 135 and 145 East Harmon Avenue, Las Vegas, Nevada 89109 ("Condominium Facility" or "Condominium Facilities"). The parties specifically agree that nothing in Section 1.01 above shall be construed to extend recognition to: •

- (a) Persons working at the Condominium Facilities managed and maintained by The Signature Condominiums, LLC in classifications that are not listed in Exhibit 1;
- (b) Persons working at the Condominium Facilities who are not employed by the Employer;
- (c) Persons working for The Signature Condominiums, LLC at any other locations, or any subsequently acquired property not organized by the Union;
- (d) Persons hired to work at any added facility.

ARTICLE 2: LABOR-MANAGEMENT COOPERATION

2.01. Partnership.

Signature and the Union mutually agree and pledge themselves to continue the development of their unique partnership, which promotes cooperation and involvement for the mutual benefit of Signature and bargaining unit employees. Both parties recognize that employees benefit from full adherence by all parties to the spirit and intent of this Agreement. In recognition of the foregoing, both parties agree to meet regularly, at the request of either party, to discuss issues, concerns, employee suggestions, methods of improving morale, and other similar subjects.

2.02. Task Force.

The parties' agree to establish a Task Force, composed of four management representatives, two Union representatives, and two bargaining unit employees (selected by the Union), which shall meet quarterly, and consider whether the conduct of Signature, the Union and bargaining unit employees is consistent with the commitments set forth herein.

The Task Force shall be conducted by representatives of Signature and the Union. A neutral professional facilitator (e.g., FMCS or other similar services), mutually-agreed upon by the parties, may be utilized at the request of either party. Translators shall be provided at the request of any participant. The costs related to the use of a facilitator and/or translator shall be shared evenly by the parties.

Employees shall be compensated at their regular straight time rate of pay for the time spent attending Task Force meetings.

Both the Union and Signature may raise mutually-agreed upon issues during the Task Force meetings. The Task Force will not be used to supplant or replace the Dispute Resolution procedure, and the Union retains all of its existing rights and at its sole election to file grievances over alleged violations of the Agreement, either in lieu of or in addition to discussing the subject of a grievance during the Task Force meetings.

The first Task Force meeting shall be held within four weeks of the one year anniversary of the Agreement's ratification.

Problem Solving Teams:

The Task Force may call for the establishment of Problem Solving Team(s) to address issues, concerns, suggestions and/or requests with an impact upon discrete departments, areas of operation, job classifications and/or work groups. A Problem Solving Team shall consist of four management representatives, two Union representatives and two bargaining unit employees (selected by the Union). A Problem Solving Team may be utilized only by mutual agreement. Translators shall be provided at the request of any participant. Problem Solving Team meetings shall be conducted by representatives of Signature and the Union. A neutral professional facilitator (e.g., FMCS or other similar services), mutually-agreed upon by the parties, may be utilized at the request of either party. The costs related to the use of a facilitator and/or translator shall be shared evenly by the parties.

Employees shall be compensated at their regular straight time rate of pay for the time spent attending Problem Solving Team meetings.

Both the Union and Signature may raise mutually-agreed upon issues through the Problem Solving Teams. The Problem Solving Teams cannot be used to supplant or replace the Dispute Resolution procedure; and the Union retains all of its existing rights and at its sole election to file grievances over alleged violations of the Agreement, either in lieu of or in addition to discussing the subject of a grievance through a Problem Solving Team.

2.03. Training Programs.

The parties shall provide ongoing training programs in order to foster open and productive communication between the parties. There shall be a joint training program for Shop Stewards and Signature supervisors, and a joint training program for Union representatives and representatives from the Signature Human Resources Department. The cost of providing the training programs shall be divided evenly between the parties. Bargaining unit employees shall be compensated by the Employer at their regular straight time rate of pay for the time spent

attending the training sessions, provided that the training session is conducted during the employees' regularly scheduled hours of work.

2.04.

Neither the Union nor Signature will apply the provisions of this Agreement in an arbitrary or unfair manner.

2.05. Time and Motion Studies.

The Company agrees that: 1) before a time and motion study is performed, the Employer will notify the union two (2) weeks prior to the commencement of the study and meet promptly thereafter to provide information/details about the study to the designated union representative; and 2) the Employer will meet with the Union representative to discuss the findings of the study prior to making any operational changes. These obligations do not apply to studies conducted at the direction of Employer's legal counsel.

ARTICLE 3: EMPLOYMENT PROCEDURE

3.01.

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

3.02.

The Employer will weekly, or in another mutually-agreed manner, advise the Union of its need for applicants. Applicants who may be referred by the Union shall be given full and fair consideration, along with applicants from other sources, in accordance with the Employer's hiring procedures. 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 by-laws, rules, regulations, constitutional provisions or any other aspects or obligation of Union membership, policies, or requirements; or upon an applicant's race, color, religion, sex, age, national origin, disability, perceived disability, or history of a disability.

3.03.

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 shall accept or reject any application for employment, in accordance with applicable laws.

3.04.

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, make available on its premises a suitable room for the private use of the Union, which shall operate its dispatch function with respect to Signature from such room, and may also use such room for the provision of information about the Union, and the collective bargaining agreement. The Employer and the Union shall further confer about other appropriate and lawful means of facilitating communication between the Union and newly-hired employees.

3.05.

The Employer agrees that all Bartenders hired by the Employer after the execution of this Agreement will have passed the craft exam administered by the Bartenders Local 165 Joint

Apprenticeship Training Program, so long as in the Employer's sole judgment this results in the best qualified applicants.

ARTICLE 4: UNION REPRESENTATIVES AND COMMUNICATIONS

4.01.

(a) **Union Representatives.** Authorized representatives of the Union shall be permitted to visit the Employer's establishment for the purpose of communicating with employees and supervisors regarding Union business and collecting Union dues, assessments and initiation fees. Such visits shall not interfere with the conduct of the Employer's business or with, the performance of work by employees during their working hours. Union representatives will be required to report to the designated office to sign in and wear identification while on the premises of the Employer. In addition, such visits shall not interfere with the business of tenants of the Employer, or with the business of any leased or subcontracted operations at Signature, or with Signature owners and/or guests. Such visits shall not interfere with the contractors and/or service providers of owners, tenants and/or guests; and/or the business of owners, tenants and/or guests of the Employer.

(b) **Union Access for Benefits Program Education.** The parties jointly commit to providing bargaining unit employees with ongoing education about the Benefits Programs provided under this Collective Bargaining Agreement. Representatives of the Health & Welfare Fund shall be permitted to visit the Employer's establishment for the purpose of educating bargaining unit employees on the following topics:

- Enrolling them in the benefits plans
- Health, wellness, early detection and prevention programs
- The procedures and best ways to utilize the benefits programs
- Other benefits such as voluntary programs as mutually agreed by the parties

Such visits will be scheduled at the mutual agreement of the parties and will be held in nonpublic, non-working locations which are designated and made available by the Employer.

The parties will attempt to provide 30 days' notice of such visits in order to properly schedule and communicate with employees in advance.

4.02. Bulletin Boards.

Signature will provide the Union with bulletin boards in locations agreed upon by the parties for the display of non-adversarial Union information.

4.03. Union Buttons.

The Union recognizes the Employer's legitimate interest in maintaining the goals of its employee uniform policy by, among other things, maintaining a nondiscriminatory policy regarding the appropriateness of buttons worn by employees. Employees may wear a Union button mutually-agreed upon by the parties, created to be consistent with the goals and purposes of the Employer's uniform policy.

ARTICLE 5: HOURS OF WORK

5.01.

- (a) Full-Time employees have a normal scheduled workweek of forty (40) hours.
- (b) On-Call employees are offered and/or scheduled for work as shifts become available. On-Call employees will be offered and/or scheduled to work in advance of the shift, or on the day that work becomes available. On-Call employees will be offered and/or scheduled to perform work in addition to, or as PTO or temporary absence replacement for Full-Time employees. On-Call employees will be offered and/or scheduled for available work in order of classification seniority after the schedules of Full-Time employees in their classification, business needs of the Employer permitting. On-Call employees will be included on posted work schedules to the extent their schedule is known sufficiently in advance.
- (c) Within each classification, the Employer will endeavor to have as many Full-Time employees as possible. On-Call employees will be used to the extent reasonably necessary. In any event, Full-Time employees will constitute at least sixty percent (60%) of the employees, (excluding shifts worked by Dining Services Attendants while working only as banquet servers), provided that the Employer agrees that the percentage of full time employees in any classification will not be less than fifty-five percent (55%).

5.02.

The Employer will schedule consecutive days off for employees except when business conditions dictate the scheduling of split days off, or when an employee requests split days off. Scheduling of split days off shall be done according to classification seniority.

5.03. Split Shift.

Split shifts shall be allowed only for Guest Services Attendants and Dining Services Attendants. 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.

5.04. Work Schedules.

The Employer and the Union will agree on appropriate information to be included in the schedules that are to be posted each week. At least seventy-two (72) hours' notice will be given to Full-Time employees whose days off are to be changed. An employee whose shift starting or ending time is to be changed for his or her next scheduled shift will be so notified in person or by personal conversation by phone before leaving work on his or her prior shift. No Full-Time employee may be required to call in or stand by for calls.

- (a) Full-Time employees shall not be required to work more than one (1) shift in any one (1) twenty-four (24)-hour period, except as part of a regular weekly schedule. This shall not prohibit the performance of overtime work, provided that any such hours worked shall be compensated at one and one-half times (1-½X) the employee's regular rate of pay.

(b) The Employer may request an employee to work more than one (1) shift in any one (1) twenty-four (24) hour period, but in all cases with a minimum of at least eight (8) hours off duty. Such shift will be voluntary by the employees.

5.05.

(a) The workweek will be from Monday through Sunday. All work performed in excess of eight (8) hours in one (1) workday, or in excess of forty (40) hours in one (1) workweek, shall constitute overtime and shall be paid for at one and one-half times (1-½X) the employee's straight time hourly rate of pay.

(b) Work performed on an employee's seventh (7th) consecutive day of work shall be paid for at two and one-half times (2-½X) the employee's straight time hourly rate of pay; except this overtime will not be paid if the employee requests to work on the seventh (7th) day and he or she does not exceed eight (8) hours on that day and/or has not exceeded forty (40) hours in the workweek.

5.06. Notification.

When the Employer instructs an employee to report to work, or does not notify an employee not to report as previously scheduled, for any reason, but the employee is not allowed to work, the employee will be paid at the employee's regular rate of pay for that shift. Employees who voluntarily leave work with the Employer's approval, in accordance with past practice, will be paid for the actual hours worked.

When the Employer closes any part of its establishment for any reason other than an Act of God, fire, or failure of an entertainer to perform, notice shall be given to the affected employee(s) at least two (2) weeks in advance.

5.07.

When an employee works in two (2) or more classifications in any day, he/she shall be paid for that day at the rate of pay for the highest classification, provided that this shall not apply in cases of relief for meal or rest periods or work pursuant to the Employer's on-the-job training programs.

5.08. Required Departmental and Company-Wide Meetings.

An employee who is required to attend departmental meetings on his or her day off, excluding pre-shift meetings, shall be paid at his or her regular rate of pay for the hours spent in the meeting or four (4) hours, whichever is greater. Employees who are required to attend Company-wide meetings on his or her day off shall be paid at his or her regular rate of pay for the hours spent in the meeting or two (2) hours, whichever is greater. Compensated hours for required departmental and Company-wide meetings will be counted as time worked for the purpose of computing overtime.

ARTICLE 6: "PAID TIME OFF" AND HOLIDAY

6.01. Definition.

Paid Time Off (PTO) shall be taken in lieu of vacation time, holiday time, bereavement time, personal time and sick days.

6.02. Eligibility.

Full-Time and On-Call Employees are eligible to accumulate PTO hours. Temporary employees do not accumulate PTO.

PTO begins to accumulate on the first day of an employee's employment, but may not be used prior to the completion of the employee's introductory period.

6.03. Accumulation.

(a) PTO shall accumulate as follows:

Full-Time employees with up to one (1) year of service shall earn 4.62 hours per bi-weekly pay period or one hundred twenty (120) hours [fifteen (15) days per year].

Full-Time employees with more than one (1) year but up to five (5) years of service shall earn 6.15 hours per bi-weekly pay period or 160 (one hundred sixty) hours [twenty (20) days per year].

Full-Time employees with five (5) or more years of service shall earn 7.69 hours per bi-weekly pay period or 200 (two hundred) hours [twenty-five (25) days per year].

(b) PTO for Full-Time and On-Call employees is calculated on a prorated basis according to the number of hours the employee works in a bi-weekly pay period, up to a maximum of eighty (80) hours worked.

(c) Employees do not accumulate PTO during an unpaid Leave of Absence of thirty (30) days or more.

6.04. Requests for PTO.

(a) Except in emergencies, employees must request PTO as far in advance as possible. As a guideline, a request for one (1) to four (4) days off must be submitted at least two (2) weeks in advance. As a guideline, a request for more than four (4) days off must be submitted at least four (4) weeks in advance. Requests for PTO shall not be unreasonably denied and managers are encouraged to approve them, business conditions permitting. The following general guidelines shall govern the granting of PTO requests:

Requests for PTO shall be completed on a "PTO Request Authorization" form.

(i) Department managers shall establish a PTO request procedure for their department. House seniority will be used to resolve conflicts.

(ii) PTO may only be taken at times permitted by Signature business requirements. All PTO requests will be reviewed and granted in accordance with business demands. For example, certain departments may have special restrictions on scheduling and granting requests during departmental "Peak Days." The Company has the right to limit the number of PTO requests granted on peak days. "Peak days" shall be limited to specific holidays and/or special events and each department may have no more than ten (10) "Peak Days" per calendar year total. No department may designate any other days as "PTO Peak Days" or "Black Out Days" or "High Volume Days" or peak days under the Attendance Policy or any other such designation. To the extent practicable, "Peak

Days” will be identified and posted no later than January 1, and if there are any changes or additions, at least thirty (30) days in advance, unless business circumstances preclude the department from doing so. The Union reserves the right to review the yearly forecast of peak day designations and either concur with the designations or work toward a mutually-satisfactory solution. If the parties cannot reach agreement, either the Employer or the Union can utilize the Dispute Resolution process in Article 20. However, it is understood that “peak days” periods restrict the number of PTO requests, but does not ban the granting of PTO during these periods. The Union reserves the right to grieve the denial of PTO on the designated “Peak Days.”

(iii) PTO shall be granted on a first-come, first-served basis (or by established departmental procedures).

(iv) PTO requests will be granted or denied within five (5) calendar days of the request.

(v) An employee shall not submit a request more than one (1) year prior to the time the PTO is to be taken.

(vi) If two (2) or more requests are submitted for the same time on the same day, house seniority shall govern, with lottery numbers used to break ties.

(ix) Food & Beverage Only: Each department may set its own policy regarding the submission of PTO requests provided, however, that at a minimum, employees will be required to submit such requests at least 45 days from the date they seek to commence their PTO. If an employee has submitted his request in accordance with his department’s policy, the department shall respond within seven (7) days. Priority as to PTO requests submitted on the same day shall be granted by house seniority. Employees who fail to submit PTO requests within the established departmental policy may be required to resubmit their requests.

(b) Once PTO is granted, it may not be cancelled (unless the business necessities of Signature warrant such cancellation). An employee may cancel scheduled FTO unless a replacement Employee has been scheduled to work.

(c) A maximum of ten (10) PTO days may be taken during an employee's first (1st) year of employment.

(d) PTO will be counted as time worked for the purpose of computing overtime.

6.05. Carry Over and Cash Out of PTO Time.

(a) Carry Over of PTO Time. PTO Time Off hours may be carried over from year to year to a maximum accumulation of eighty (80) hours. Any “excess” hours over eighty (80) will be lost if they are not used by the end of the year following their accrual.

Years of Employment	Days or Hours Accrued During Year	Maximum Carryover Days/Hours at End of Year In "PTO" Bank
Year 1	15 days or 120 hours	15 days or 120 hours
Year 2	20 days or 160 hours	30 days or 240 hours
Year 3	20 days or 160 hours	30 days or 240 hours
Year 4	20 days or 160 hours	30 days or 240 hours
Year 5	20 days or 160 hours	30 days or 240 hours
Year 6	25 days or 200 hours	35 days or 280 hours
Year 7 +	25 days or 200 hours	35 days or 280 hours

(b) **Cash Out of PTO Time.** Employees with at least one (1) year of service may elect to receive payment in lieu of, or cash out, unused PTO one (1)-time during each calendar year. Employees may cash out up to a maximum of forty (40) hours of accumulated PTO Time, provided that the remaining balance does not fall below forty (40) hours. The minimum amount of PTO Time that an employee may cash out shall be eight (8) hours.

Opportunities for an employee's annual PTO Time cash-out shall be available during the months of March, June, September and December. The employee must request the cash-out during the first (1st) week of an eligibility month. The employee shall receive his or her PTO Time cash-out check during the last week of the month in which the cash-out is requested for the months of March, June and September. Employees requesting PTO Time cash-out during the first (1st) week of December shall receive cash-out checks during the third (3rd) week of the month.

6.06. Advance Payment for PTO Time Off.

When five (5) or more consecutive PTO days are taken, employees may request that PTO pay be paid prior to their time off. Otherwise, PTO is paid with the regular payroll.

6.07. Using PTO Time Off as Sick Pay.

(a) When an hourly employee is off work for more than two (2) days due to an illness without advance notice, he or she may, after providing medical confirmation, begin to use PTO on the third (3rd) day of the illness under the following conditions:

- the absence does not coincide with a previously-denied PTO request; and
- the absence does not coincide with a departmental "peak day" or blackout period.

6.08. Using PTO Time Off in Conjunction with a Leave of Absence.

PTO hours may be used in lieu of unpaid time off during an approved Leave of Absence (LOA), and will run concurrently from the start of the leave with department approval.

Employees do not accrue PTO Time Off hours for the period in excess of thirty (30) days while on LOA.

6.09. Using PTO Time Off as Bereavement Pay.

Employees may use PTO for a death in their immediate family. Immediate family for purposes of PTO includes:

Parents
Brother/Sister
Mother-in-Law
Stepchildren

Spouse
Grandchildren
Father-in-Law
Stepbrother/Sister

Children
Grandparents
Stepparents
Grandparents by marriage

Special circumstances-relative/relation (case-by-case determination).

Domestic partners are spousal equivalent for the purposes of this Article.

6.10. Payment of Unused PTO Time Upon Separation.

Employees leaving Signature with at least one (1) year of continuous service shall receive pay for any unused PTO accumulated upon separation, unless the separation is the result of egregious misconduct or resignation without providing two (2) weeks' notice, or notice that is reasonable under the circumstances.

6.11. Christmas Day Holiday.

In addition to PTO Time Off, there shall be one (1) paid holiday observed:

Christmas Day - December 25

- (a) Holiday pay is paid according to an equivalent number of hours of a regularly-scheduled workday.
- (b) Full-time employees who do not work on the designated holiday are paid for one day of holiday pay.
- (c) Employees who work on the observed holiday are paid straight time for hours worked plus holiday pay.
- (d) Holiday hours will be counted as time worked for the purpose of computing overtime.
- (e) Employees scheduled to work on the observed holiday who do not report to work will not receive holiday pay.
- (f) Employees will not receive holiday pay unless they work their scheduled shift immediately before and immediately after the observed holiday.
- (g) If the holiday occurs during an unpaid Leave of Absence, the employee does not receive holiday pay for that day.
- (h) Employees who have not completed their introductory period are not eligible to receive holiday pay.
- (i) Holiday pay for On-Call employees is paid if employees work on the holiday.

ARTICLE 7: TRANSFERS, PROMOTIONS, AND SENIORITY

7.01. Introductory Period.

An employee will be considered an introductory employee until he or she has completed three (3) calendar months, with a minimum of forty (40) shifts of work after his or her most recent date of hire by the Employer, after which his or her seniority shall date back to his or her most recent date of hire by the Employer. An introductory employee may be terminated at the discretion of the Employer, and such termination shall not be subject to the dispute resolution provisions of this Agreement.

7.02. Definition of Seniority.

- (a) House Seniority. House seniority is an employee's length of continuous service in years, months and days from his or her most recent date of hire into the bargaining unit by the Employer.
- (b) Classification Seniority. Classification seniority is an employee's length of continuous service in years, months and days from his or her most recent date of hire into or transfer into his or her present classification. Classification seniority shall not be considered interrupted because of the merger of two (2) or more job classifications into one (1) classification. Classification seniority shall be used for bids and preferences for shifts as it pertains to 7.04(a), except when specified otherwise.
- (c) Signature Seniority. Signature Seniority is an employee's length of continuous service in years, months and days from his or her most recent date of hire by the Employer.
- (d) In the administration of this Agreement, each of the classifications listed in Exhibit 1 is a separate and distinct classification.

7.03. Layoffs and Recalls.

- (a) In the event of layoffs due to a reduction in force, introductory 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, unless a junior employee has significantly greater skills and/or qualifications. It is the responsibility of the employee to advise the Employer of a change in either address or telephone number at the time of layoff and throughout the course of the layoff. In accordance with their seniority, employees in layoff status will be offered, but not required to perform, all available work in their classifications. In the event of a layoff or schedule reduction, the schedules of On-Call employees will first be reduced in reverse order of seniority, and then Full-Time employees will be laid off in accordance with this Article.
- (b) Employees to be laid off in accordance with Section 7.03(a) may be laid off without regard to their respective house seniority as each completes his or her current workweek. At the time of layoff, the employee shall state availability or non-availability for extra work; where the employee indicates availability, he or she shall not be called for extra work after he or she refuses two (2) out of seven (7) offers. Notwithstanding the foregoing, an employee may declare unavailability for On-Call work for a definite period while on layoff.

(c) Layoffs and/or Reduction in Hours During a Defined Time Period. Notwithstanding paragraph 7.03(a) above, before layoffs and/or a reduction in hours is implemented for a defined time period, the Employer shall institute the following procedures:

1. Employees and Union Representatives shall be informed of the Employer's need to reduce the workforce for a defined time period. The defined time period shall not exceed five (5) weeks.
2. Volunteers shall be solicited through a posting sheet to encourage employees to sign up for time off during the defined time period. Full-Time employees may take time off PTO or as an unpaid personal leave.
3. The Employer shall have sole discretion in determining whether the number of volunteers for time off during the defined time period meets the operational requirements of the Department.
4. After completing Steps 1-3 above, Full-Time employees may choose five (5) shifts per week in order of House Seniority, with the understanding that normal days off may be changed to accommodate the operational needs of the Employer during the defined time period. The procedures set forth in this paragraph 4 shall not be utilized if the layoff and/or reduction only occurs during one (1) workweek.
5. If further reductions in the work force are necessary, Article 7.03(a) and 7.03(b) shall be in effect.

(d) When a layoff occurs and positions are to be eliminated, the senior employees whose shifts are to be eliminated shall displace the junior employees on that shift. Then the junior employees on that shift shall replace the junior employee overall. This shall be done by house seniority.

Following the layoff affecting Full-Time classifications, departments will create a new departmental master schedule. The order of schedule alignment will be in the following order:

- 1) Those Full-Time shifts that match the new schedule will not be altered or affected.
- 2) Those Full-Time shifts that do not match the new schedule will be altered by up to two hours from the employee's current shift either way to match the new schedule based on classification seniority.
- 3) Those Full-Time shifts that do not match the new schedule will be altered by changing days off (remain consecutive days off) to match the new schedule based on classification seniority.
- 4) The remaining positions that cannot be altered to match the new master schedule using the process outlined above will be required to bid. The department will post any vacant new master schedule shifts for bid using classification seniority. An employee that fails to bid a posted Full-Time shift will be assigned any remaining shift by management.

7.04. Transfers and Promotions.

(a) **Transfers.** When a job vacancy arises, it shall be posted for seventy-two (72) hours in the department where the vacancy has occurred. If the vacancy is for a Full-Time position, or an On-Call position of at least ninety (90) days, employees in the same job classification may apply to transfer to the vacancy.

Full-Time employees shall have transfer bidding rights over On-Call employees. Employees shall be transferred on the basis of their classification seniority (or in the case of On-Call employees, their On-Call classification seniority), unless a junior employee has significantly greater skills and/or qualifications to perform the work. On-Call employees are eligible to transfer into the first two (2) out of every three (3) vacancies in a particular classification that are not filled by the transfer of Full-Time employees. Every third (3rd) vacancy in a particular classification that is not filled by the transfer of an employee shall first be posted as promotional opportunity, and then shall be filled pursuant to the promotion procedures under Section 7.04 (b), with the exception that Signature seniority rather than House seniority will determine the promotion.

An employee transferred under this Section shall assume the weekly schedule of the shift, station and/or days off applicable to the vacant position which has been posted. Employees who transfer under this Section shall not be eligible for another transfer for six (6) months.

Vacancies created by an employee transferring to a new position shall be filled in the same manner as the vacancy to which the employee transferred.

An employee transferred under this section who cannot satisfactorily perform the work to which transferred may be transferred back to his or her former job within thirty (30) shifts after his or her date of transfer. If the employee's former shift, station (if applicable) position is no longer available, the employee shall be entitled to the next opening in the former classification for which the employee is qualified.

(b) **Promotions.** The Employer reserves the right to post every third job vacancy as a promotion, rather than a transfer, to increase opportunities for employees interested in transferring out of their current classifications. If a job vacancy is not filled by a transfer under Section 7.04(a), and/or it is the third (3rd) job vacancy in a particular classification that is not filled by the transfer of a Full-Time employee is reserved by the Employer to be posted as a promotion, the vacancy shall be posted Company-wide for seventy-two (72) hours as a promotional opportunity. A "promotion" shall be a transfer from one classification to another, regardless of any change in compensation. All employees are eligible to apply. Promotional decisions shall be based on an applicant's qualifications, ability to perform the work in the new classification, prior performance and seniority. When skills and/or qualifications are relatively equal among applicants, the employee with the greatest house seniority shall be promoted.

An employee who is promoted under this Section who cannot satisfactorily perform the work of the new position may be transferred back to his or her former position within thirty (30) shifts after the date of the promotion. If the employee's former position, shift or station is no longer available, the employee shall be entitled to the next opening in the former classification for which the employee is qualified, and/or placed on the top of the On-Call list.

7.05. Break in Continuous Service and Seniority.

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

- (a) He or she quits;
- (b) He or she is discharged for just cause;
- (c) He or she is absent exceeding the period of an authorized leave of absence;
- (d) He or she 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 Nevada Industrial Insurance Act, provided that the employee shall have one (1) week after his or 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) He or she is absent because of layoff exceeding six (6) months, or twelve (12) months if the layoff was caused by construction; or
- (f) He or she is absent exceeding six (6) months because of illness or injury not compensable under the Nevada Industrial Insurance Act.

7.06. Notification.

An employee who is to be recalled to work by the Employer under Section 7.03 shall be notified to return to work by the Employer advising the employee, by telephone, 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 on file with the Employer. Reasonable advance notice must be given an employee being recalled. If such employee fails to report to work within forty-eight (48) hours after the time specified for the employee to report, his or her seniority and continuous service shall be terminated and the Employer shall be free to hire a replacement.

7.07. Current Seniority List.

The parties agree that they have agreed upon accurate House, Classification and Signature seniority dates for all employees employed on the date of execution of this Agreement.

The Employer shall conduct a lottery within thirty (30) days of the execution of this Agreement, and as needed thereafter, to assign lottery numbers to employees with the same House, Classification and/or Signature seniority dates. Union representatives may be present when Employer conducts all lotteries.

7.08. Seasonal Pool Food and Beverage Employees.

A seasonal employee is an employee hired as a temporary employee to work in the Employer's Pool Dining Services area anytime from the opening of the pool season to the closing of the pool season. These employees have bidding rights within this classification only. Employees who transfer into this new classification will be assigned to the bottom of the on-call seniority list of whatever classification they subsequently bid into. Seasonal classification shall be limited to: Pool

Dining Services Attendant I, Pool Dining Services Attendant III and Pool Dining Services Attendant IV.

ARTICLE 8: GRATUITIES, PAYCHECKS AND WAGES

8.01.

Employees will be paid bi-weekly. Effective the first full pay period in June 2014, the Employer may require that all payments for wages be made by direct deposit into an employee's bank account as designated by the employee or on a designated pay card chosen by the Employer. Paystubs shall be available to the employee and paychecks will show the number of hours in that pay period, broken down by straight-time and overtime hours. Records on the source and dates of gratuities included in paychecks will be made available to employees or the Union on request, so long as the request is made in a timely fashion not to exceed one (1) year. The workweek for payroll purposes will be Monday through Sunday.

8.02.

(a) All gratuities left by customers are the property of the employees exclusively, and no supervisory employee not covered by this Agreement shall take any part of such gratuities, except as specifically provided by this Agreement, or credit such gratuities in any manner toward the payment of an employee's wages.

(b) Signature at its sole option may institute programs whereby gratuities are pooled and disbursed on a pro-rata basis to employees based upon hours worked. Signature along with a gratuity committee composed of employees employed in the work area and/or outlet may determine and publish a formula that allocates a portion of the tips to any other classifications that have taken part in the service for which the original tip was given. If the gratuity committee and management cannot resolve the means of tip distribution, the Secretary Treasurer of the Union and the Vice President of The Signature or their designees will be the final arbiters of any remaining issues.

- (i) A committee comprised solely of Guest Service Attendants (1, 2, and 3) will be responsible for counting, dividing and distributing gratuities. Further, this committee will implement written policies for the tip pool. Guest Services Supervisors and management will not have access to the safe or have involvement in the distribution process.
- (ii) No earlier than six (6) months after the guaranteed gratuities established in Exhibit 3 are implemented, the parties agree that representatives of the Employer and representatives of the Guest Services Attendants gratuity committee will meet, upon the request of the Employer or the Union, to discuss any issues either party may have with the distribution. As referenced above, if these parties cannot resolve the tip distribution issues raised, the Secretary Treasure of the Union and the Vice President of The Signature or their designees will be the final arbiters of any remaining issues.

8.03.

Gratuities, regardless of the amount, signed by a registered hotel guest on that guest's individual hotel check, or on the guest's individual credit card, shall be paid to the employee in cash, or deposited in the appropriate tip pool, if any, at the end of the shift. Master account gratuities shall be paid through regular payroll.

8.04.

Cash gratuities left by guests checking out of rooms shall be the property of Tower Service Attendants Is. Gratuities designated for Tower Services Department employees shall be the property of such employees.

Group gratuities left for room cleaning will be divided and distributed to the Tower Services Attendants who were assigned to service group rooms.

8.05.

No employee shall have any deductions from wages without written authorization by the employee, except as may be required by law.

8.06.

There shall be no automatic cash deductions from an employee's wages for any cash shortage until after consultation with the employee and the responsibility for the shortage has been established by the Employer; provided, however, that the employee may have the Union review the case with the Employer prior to any such deduction. When any such deduction is made, the Employer shall notify the employee in writing immediately upon determination that a cash shortage exists for which it intends to deduct the amount of the shortage from the employee's wages. So long as Dining Services Attendants observe the Employer's published procedures governing walkouts, there shall be no automatic cash deduction from employees' wages pending an investigation.

8.07.

Gratuities and other payments, other than wages, are described in Exhibit 3 of this Agreement. The parties agree that such payments shall be made to affected employees.

8.08.

Both the Union and the Employer agree that providing the finest owner and guest service is the primary objective of all employees. Employees shall normally perform the work customarily performed by their job classification. However, nothing in this Agreement 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.

8.09.

Tip Allocation Assessment. A committee of employees representing affected classifications will be established to participate in meetings with the Employer and Internal Revenue Service (IRS) to discuss and provide input into tip allocation assessments. An agreement between the Employer and the IRS will determine the tip allocation assessments.

ARTICLE 9: WAGES

9.01. Applicable Wage Rates.

The wage rates applicable to the employees covered by this Agreement for 2008 are set forth in Exhibit 1 attached hereto.

9.02. 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.

9.03.

(a) Wage Increases.

The Employer shall pay the following 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/or to increase contributions to the Health and Welfare, Pension, Training, Housing and/or tip Earners Legal Assistance funds (the "Funds"), 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.

Date	Total Package Increase
June 1, 2014	\$0.50 per hour (less amount allocated to Pension Fund)
June 1, 2015	\$0.55 per hour (less amount allocated to Pension Fund)
June 1, 2016	\$0.62 per hour (less amount allocated to Pension Fund)
June 1, 2017	\$0.65 per hour (less amount allocated to Pension Fund)
June 1, 2018	Amount required by Funds only

(b) (i) Beginning with the Contract Year commencing on June 1, 2014 the increase in the Base Wage Rate for any Contract Year shall be multiplied by the total number of Hours Worked by employees in all tipped and non-tipped classifications during the Determination Period. The product shall then be allocated as follows: Eighty percent to an across-the-board increase for non-tipped classifications (product x .80 \pm Total Non-tipped Hours worked by employees in all non-tipped classifications during the Determination Period = non-tipped employee wage increase); twenty percent to an across-the-board increase for tipped classifications (product x .20 \pm Total Tipped Hours worked by employees in all tipped classifications during the Determination Period = tipped employee wage increase). Any increases in wages shall be added to the rates shown in Exhibit 1 for the affected classifications.

(ii) Forty-five (45) days prior to the beginning of any Contract Year, either the Union or the Employer may propose a change to the percentage allocation for such Contract Year. Such change of the percentage allocation must be approved by both parties to this Agreement and

shall only be applicable to the Contract Year for which it was adopted. Any changes to the percentage allocation in subsequent years must be separately proposed and approved in accordance with this procedure.

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

(c) Definitions.

"Contract Year" shall be from June 1 to May 31.

"Base Wage Rate" shall mean the wage rate for each Contract Year. Beginning with the contract year in 2014, a base wage rate will be established and communicated to the union. The Base Wage Rate for each subsequent Contract Year shall be determined by adding the Base Wage Rate allocation as made above to the Base Wage Rate for the preceding Contract Year. "Hours Worked" shall have the same meaning as in Section 12.01.

"Determination Period" shall mean the period commencing on April 1st of a particular year and ending on March 31st of the following year.

"Total Tipped Hours" will be determined by utilizing the actual number of hours worked by tipped employees in the preceding Determination Period.

"Total Non-tipped Hours" will be determined by utilizing the actual number of hours worked by non-tipped employees in the preceding Determination Period.

9.04. New Hire Progression

(1) Employees hired prior to the date of ratification of this Agreement, who have not yet reached the 100% Hourly Rate set forth in the 2008 Collective Bargaining Agreement (Exhibit 1 -Wage Scales) as of the effective date of this Agreement will continue the wage progression established in the 2008 Collective Bargaining Agreement.

(2) Employees Hired After Date of Ratification:

a. Employees hired after the date of ratification of this Agreement and who have worked in a hotel/casino with an unrestricted gaming license in any jurisdiction where the Employer holds an unrestricted gaming license in a culinary/bartender classification a minimum of two thousand (2,000) hours in the thirty-six (36) month period preceding the commencement of their employment, may for the first ninety (90) calendar days of their employment be paid a rate equal to eighty percent (80%) of the full contract rate of pay for the employee's classification. Thereafter they shall be paid a rate of equal to one hundred percent (100%) of the full contract rate of pay for the employee's classification.

The Employer shall advise the employee of his /her obligation to furnish the Employer, within ninety (90) calendar days, with verification of the two thousand (2,000) hours of prior Casino Industry experience in a hotel/casino with an

unrestricted gaming license in a jurisdiction where Employer holds an unrestricted gaming license in a Culinary/Bartender classification on a form to be mutually agreed upon by the parties. An employee who produces such verification after ninety (90) calendar days shall be increased to one hundred percent (100%) at that time, but not retroactively.

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

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

ARTICLE 10: MEALS AND BREAKS

10.01.

Employees may take the following break periods, and are entitled to meals according to the following schedule:

HOURS WORKED	MEAL ENTITLEMENT	BREAK ENTITLEMENT
Less than 4 hours	One (1) entrée meal before or after shift	One (1) 10-minute break
4 hours, but less than 6 hours	One (1) entrée meal before or after shift	One (1) 15-minute break
6 hours, but less than 8 hours	One (1) paid entrée meal (¹ / ₂ hour) during shift	None

HOURS WORKED	MEAL ENTITLEMENT	BREAK ENTITLEMENT
8 hours, but less than 10 hours	One (1) paid entrée meal (1/2 hour) during shift	Two (2) 15-minute breaks (may be combined with meal break)
10 hours, but less than 12 hours	One (1) paid entrée meal (1/2 hour) during shift	Three (3) 10-minute breaks
12 hours and over	Two (2) paid entrée meals (1/2 hour each) during shift	One (1) 15-minute break

(a) Meals taken by employees during their shifts pursuant to the above schedule shall be on paid Company time.

(b) Employees with shifts over six (6) hours will take their meal during the middle of their shift.

10.02.

Signature reserves the right to combine an employee's break periods into a single one (1)-hour break, with the agreement of the employee, unless the employee is scheduled to work more than twelve (12) hours.

10.03.

If the entree meal is eaten immediately before or immediately after the scheduled shift, employees must limit their time in Inspirations to one (1) hour. Employees shall have unlimited access to the beverage and designated item area upon swiping their photo identification badges.

ARTICLE 11: RETIREMENT BENEFITS

11.01.

The Employer's 401(k) Retirement Savings Plan ("Employer 401(k) Plan"), as may be modified from time to time, will continue.

Employees covered by the Southern Nevada Culinary Workers and Bartenders Pension Fund shall have the option of making voluntary contributions to the Employer's 401(k) Plan. The Employer shall make no 401(k) contributions on behalf of an employee covered by the Pension Fund, but will make deductions as requested by the employee and permit the employee to participate in the 401(k) Plan.

11.02. Southern Nevada Culinary Workers And Bartenders Pension Plan

(a) Trust and Plan. There shall be 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.

(b) Contributions. Commencing June 1, 2018 said contributions shall be in amount per hour worked equal to the rate contributed on behalf of the majority of employees in units represented by the Union. Said contributions shall be due and payable to the fund not later than the fifteenth (15th) day of each month. A list of the names and Social Security numbers of the employees

covered shall accompany the payment. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for.

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

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

11.03. Union 401(k) Plan

(a) Effective June 1, 2016, upon receipt of a copy of a current determination letter from the Internal Revenue Service stating that the Union 401(k) Plan meets the requirements for qualification under Section 410(a) of the Internal Revenue Code, the Employer will begin withholding the amount designated as an elective employee contribution to the 401(k) Plan. Such designation must be properly made by an employee the payroll deduction authorization and contribution election form supplied by the Union 401(k) Plan for this purpose. Neither the Employer nor the Union shall have any obligation to make any contributions to the Union's 401(k) Plan (including non-elective or matching contributions).

(b) The Union shall be responsible for ensuring that the form and operation of the 401(k) Plan comply with the provisions of applicable law (including the Internal Revenue Code and ERISA). The Union's responsibility with respect to the 401(k) Plan shall include ensuring compliance with the fiduciary responsibility and reporting and disclosure provisions of ERISA and the Internal Revenue Code.

(c) The sole involvement of the Employer with the Union 401(k) Plan, and the only obligation of the Employer hereunder, shall be to withhold the designated contributions from the employee's wages and transmit such contributions to the Trustees of the 401(k) Plan. The Employer shall not be required to pay, nor shall the Employer have any obligation or responsibility for, any liability, cost or expense relating to the 401(k) Plan.

(d) The Union shall indemnify, defend and save the Employer harmless against any and all actions, suits, investigations, audits, claims, proceedings, liabilities, damages, fees (including counsel fees) taxes (including interest, penalties or additions to tax), expenses, costs or charges which arise out of, or result from, (1) the form or operation of the Union 401(k) Plan, (2) any action against the Employer relating to the Union 401(k) Plan, other than an action relating to the failure of the Employer to properly deduct elective employee contributions or to timely transmit elective employee contributions to the Trustees of the Union 401(k) Plan, or (3) the Employer's reliance on the payroll deduction authorization and contribution election form submitted to the Employer in connection with the Union 401(k) Plan.

ARTICLE 12: HEALTH AND WELFARE

12.01.

Employees shall be covered by the UNITE HERE Health Fund ("the Fund").

12.02. Contributions to Welfare Fund.

There presently is in effect, pursuant to the agreement of the parties, a group life, medical, surgical and hospital plan involving a trust fund and trust agreement for the UNITE HERE Health Fund (the "Fund"). The parties hereto agree that the aforesaid trust agreement and any amendments shall be in effect during the period of this Agreement. The Employer shall make contributions to the Fund solely as set forth in Article 12 and section 9.03 of this Agreement.

12.03

The Employer agrees to contribute for each employee covered by this Agreement the sum of \$4.33 per hour worked and/or paid for, to the Fund for the purpose of providing group life, medical, surgical, hospital and/or other health and welfare benefits under the UNITE HERE HEALTH PLAN, or such new, amended, merged or consolidated plan as may be adopted by the Trustees. The hourly contribution rate to the Fund may be increased each year during the term of this Agreement commencing with hours worked or paid on or after June 1, 2015, in accordance with the provisions of Section 9.02 of Article 9 of this Agreement, which Section provides that the Union shall be entitled to make an allocation between wages and benefits from a total specified annual increase in the compensation package. As used in this Section, the term "hours worked and/or paid for" shall mean all hours for which an Employee is compensated, including and without limitation, vacation and holiday hours.

Although the Trustees have the authority under the Trust Agreement to amend or modify the benefits provided under the Fund, the Trustees shall not have the power to unilaterally increase the contribution rate negotiated by the Employer and the Union as set forth in the Collective Bargaining Agreement during the life of the contract.

The Employer contributions required hereunder shall be submitted monthly, together with a report of the employee data required by the Fund (including names and social security numbers) in the format prescribed by the Fund, no later than the fifteenth (15th day of the month following the month for which contributions are to be made. Contributions shall either be sent directly to the Fund or be forwarded to the bank designated by the Fund.

12.04. 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.

12.05. Acceptance of Trust.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust of the Fund as it may, from time to time, be amended ("Trust Agreement"), and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, those Trustees in the Trust Agreement and Declaration of Trust as Employer and Union Trustees, together with their successors selected as provided therein. The Employer and Union agree to abide and be bound by all rules, regulations and procedures established, and actions taken by, the Trustees pursuant to the Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust

Agreement and Declaration of Trust, or the Plan of Benefits, rules, regulations or procedures established by the Trustees, shall be null and void.

12.06.

The parties are committed to working jointly to create appropriate programs to raise the awareness of employees of the health risks associated with smoking and encourage employees to quit smoking.

**ARTICLE 13: TRAINING, THE PROVISION OF PREMIER
OWNER AND GUEST SERVICES AND TRAINING FUND**

13.01.

The Parties agree that a constant, vigilant and conscientious commitment to owner and guest service is required by managers and employees, and the critical component to Signature's success and a continuing and mutually beneficial relationship between Signature, the Union and bargaining unit employees.

13.02. Training Program.

The parties recognize that job training is an important tool for promoting the development, success, and advancement of employees, and facilitating owner and guest satisfaction. The parties further recognize that a cooperative training program will provide appropriate training for the classifications of employees covered by this Agreement.

Employees who successfully complete the Employer's training program for a classification covered by this Agreement shall be considered to have the basic skills for that classification for purposes of Article 7 of this Agreement. Employees who successfully complete the Southern Nevada Joint Management Culinary and Bartenders Training Fund training program for a classification covered by this Agreement shall be considered to have the basic skills for that classification for purposes of Article 7 of this Agreement with the exception of fine dining courses. In both cases, such training programs shall be made available equally to all interested employees and shall be offered at no cost to the employees. For purposes of this Section only, "employees" refers to all Signature employees.

If special skills are required of any bargaining unit employees (including but not limited to Bartenders), the Employer will make available a training program well in advance of the skills being added to job duties in an existing job classification.

13.03. Training To Satisfy The Requirements Imposed By The Employer's Evolving Operations And Owner and Guest Expectations.

The parties agree that the Employer must continue to innovate and modify its operations to attract and retain owners and/or guests, and to keep pace with hotel and leisure destinations. The parties agree that employees must provide world class service to owners and/or guests. The Employer may provide owner and/or guest service training, to assist employees in their effort to meet owners' and/or guests' heightened service expectations and demands. Employer offered training shall be available to bargaining unit employees. However, the parties agree that the responsibility ultimately rests with individual bargaining unit employees to seek out opportunities, and invest the time, energy and effort to take advantage of all available training opportunities, including those

which are not available through the Southern Nevada Joint Management Culinary & Bartender Training Fund training program or the Employer.

13.04.

Employees may be required to participate in a training program and/or successfully complete an information examination and/or a performance examination, to be considered for a transfer and/or promotion. An information examination may be in writing or oral, and will be oral if the employee taking the examination is not proficiently literate, and literacy is not necessary for the position in question. The Employer will notify the Union well in advance of the administration of a performance examination and provide the employee with any materials needed to successfully complete the examination well in advance. The Union may have one Union representative present to observe the performance examination, upon the Union's request. If multiple employees pass the examination process then the most senior employee will be selected.

(a) The records of the training, assessment(s) and examination(s) described in this Article shall be made available to the Union upon request.

(b) The Employer and the Union will, within an agreed upon time frame, establish a working committee comprised of management, shop stewards and the Union to evaluate how well the training requirements and initiative are working and what modifications, if any, are needed to improve it.

13.05. No Claim Based on Training.

The parties agree that the Union shall not claim any non-bargaining unit work performed by employees when in promotional training or when temporarily working out of a bargaining unit classification as business needs dictate. In such circumstances, the Employer will make contributions if the employee is participating in the UNITE HERE Health Fund and/or the Southern Nevada Culinary and Bartenders Pension Fund for hours worked in the non-bargaining unit classification.

13.06. Southern Nevada Joint Management Culinary and Bartenders Training Fund.

The parties agree to participate in the Southern Nevada Joint Management and Bartenders Training Fund. The Employer shall contribute as of the first day of the month following ratification of this Agreement, five cents (\$0.05) per hour for each hour worked. One-half cent (\$.005) is hereby earmarked for the sole use of a program for recruitment, promotion and mentoring of a diverse workforce. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including PTO and holiday hours paid. This rate of contribution may be increased on or after June 1, 2015 in accordance with the provisions of section 9.03 of this Agreement.

Contributions to the Training Fund shall be delinquent after the fifteenth (15th) day of each month for hours worked the previous month. Reporting procedures and interest on delinquent contributions shall be established by the Trustees of the Fund.

By execution of this Agreement, the Employer agrees to accept and be fully bound by the terms of the Training Fund's Trust Agreement and Plan and any subsequent amendments thereto.

ARTICLE 14: HOUSING FUND

14.01. Housing Fund.

The parties agree to jointly establish and participate in a fund for the purpose of providing financial assistance to bargaining unit employees to find housing in the Las Vegas area. The fund shall at all times meet the criteria of 302(c)(7) of the Labor-Management Relations Act, 1947 and contributions thereto shall be tax-deductible by the Employer. The Employer shall contribute one half cents (\$.005) per hour for each hour worked effective on the date of ratification, payable retroactively once the fund is established. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. This rate of contribution may be increased on or after June 1, 2015 in accordance with the provisions of section 9.02 of this Agreement.

Contributions to the Housing Fund shall be delinquent after the fifteenth (15th) day of each month for hours worked the previous month. Reporting procedures and interest on delinquent contributions shall be established by the Trustees of the Fund.

By execution of this Agreement, the Employer party hereto agrees to accept and be fully bound by the terms of the Housing Fund's Trust Agreement and Plan and any subsequent amendments thereto. Any disputes or differences of opinion concerning the initial terms of the Trust Agreement shall be subject to arbitration under this Agreement. If such disputes or disagreements exist contemporaneously between the Union and other Las Vegas hotel-casino employers who have agree to participate in this fund, or between the Employer and one or more such other employers, then the parties agree that all such disputes or disagreements shall be combined and submitted for resolution in a single arbitration procedure.

ARTICLE 15: TIP-EARNERS' LEGAL ASSISTANCE FUND

15.01. Tip-Earners' Legal Assistance Fund.

The parties agree to jointly establish and participate in a fund for the purpose of providing the assistance of legal counsel to bargaining unit employees in tipped classifications for who are subjected to audits of their tip income by the Service. The fund shall at all times meet the criteria of 302(c)(8) of the Labor-Management Relations Act, 1947 and contributions thereto shall be tax-deductible by the Employer. The Employer shall contribute one half cent (\$.005) per hour for each hour worked effective upon ratification. 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, 2015 in accordance with the provisions of section 9.03 of this Agreement.

Contributions to the Tip-Earners' Legal Assistance Fund shall be delinquent after the fifteenth (15th) day of each month for hours worked the previous month. Reporting procedures and interest on delinquent contributions shall be established by the Trustees of the Fund.

By execution of this Agreement, the Employer party hereto agrees to accept and be fully bound by the terms of the Tip-Earners' Legal Assistance Fund's Trust Agreement and Plan and any subsequent amendments thereto. Any disputes or differences of opinion concerning the initial terms of the Trust Agreement shall be subject to arbitration under this Agreement. If such disputes

or disagreements exist contemporaneously between the Union and other Las Vegas hotel-casino employers who have agree to participate in this fund, or between the Employer and one or more such other employers, then the parties agree that all such disputes or disagreements shall be combined and submitted for resolution in a single arbitration procedure.

ARTICLE 16: LEAVES OF ABSENCE

16.01. Reasons for Leaves of Absence.

Except for a bona fide illness or injury compensable under the Employer's Insurance Company of Nevada (EICON), or as otherwise required by law, introductory employees are not eligible 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 or 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 12-month period, except that an employee on a leave of absence under this subsection because of pregnancy or complications arising from pregnancy may supplement the 6-month leave provided here with a borrowing of part of the leave to which the employee would become entitled under subsection 16.01(d) after birth of the 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 employees' children or for the placement of a child with an employee for adoption or foster care. Eligibility for the leave ends one (1) year after the date of birth or placement of the child, or, if the employee has borrowed leave pursuant to Section 16.01(b) for pregnancy related disability, leave under this subsection shall be shortened by the same amount of time borrowed. An employee must present proof of the child's birth or adoption to be eligible for such leave.
- (e) Leaves of absence without pay or benefits shall be granted to 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) not more than two (2) employees may take such leave 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 the Employer for the purpose of engaging in Union business; while his or her seniority with the Employer will continue to accrue while on this leave, it shall not accrue for PTO entitlement purposes; and 4) only one employee may take such leave from any one (1) department at any time during any six month period.

(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) Probationary employees are not entitled to any leave pursuant to this Article, other than for a bona fide illness or injury compensable under the Employer's Insurance Company of Nevada (EICON), or otherwise required by law.

(h) 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.

(i) Upon return of an employee from a leave of absence provided in this section, the employee shall be returned to his or her regular job classification shift and station (or station rotation) (if applicable) 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 (5) days after the employee notifies the Employer that he or she is available to return to work.

(j) The Employer shall make contributions for up to twelve (12) work weeks to the Health and Welfare Fund under Article 12 of this Agreement (for those who participate in the Health and Welfare Fund) for an employee who is on leave of absence because of a serious health condition, or to care for a spouse, child or parent who has a serious health condition, or for the birth or caring of a child or the placement of a child with the employee for adoption or foster care pursuant to the Family and Medical Leave Act ("FMLA"). The Employer shall make contributions for up to two months to the Health and Welfare Fund under Article 12 of this Agreement (for those who participate in the Health and Welfare Fund) for an employee who is on leave of absence for his or her own bona fide medical condition if the employee is not qualified for FMLA leave or has not already exhausted his or her FMLA entitlement for the same condition. The twelve (12)-week period will begin on the date the leave of absence begins. The contributions, if any, required under the provision shall be made at the minimum level necessary to maintain existing benefits under the Plan. If an employee works in part of a month and is on leave part of the month, the employer shall make contributions for only the hours the employee would have been paid but for the leave. For steady extra employees, the employer may elect to pay eight hours of contributions for any calendar day an employee is on such a leave for all or any part of the day, without being required to determine what work the employee might have performed that day. Employees who opted to remain on the Employer's health plan will receive coverage for FMLA benefits in accordance with Company policy and federal and state law.

(k) Leaves of absence shall not be granted for the purpose of taking outside employment, except leaves under subsections (e) and (f). 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 or her serious health condition shall have his or her employment with the Employer terminated immediately.

16.02. 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.

16.03. 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 or her treating physician stating that the employee is physically able to perform the duties of his or 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 or 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 the Employer as to their expected date of return to work, and of any changes therein, but shall not be required to call or advise the Employer daily. If the employee neglects to advise the Employer when he or she calls in as to his or her expected date of return, the Employer's representative will inquire as to the employee's expected date of return.

16.04. 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 FMLA to produce greater rights than an employee would have under either this Article or FMLA standing alone; there shall be no duplication of rights. Where 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 twelve hundred fifty (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 (1) or two (2) 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 PTO. 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 16.01(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.

16.05. Light Duty.

The Employer reserves the right to assign employees to work in light duty 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 or 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 introductory period. However, the employee's shifts worked, prior to and after assignment to light duty, shall be combined to complete the introductory period. Time spent working light duty shall not be considered a break in service when calculating seniority or PTO 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 16.01(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 dispute resolution. In addition, the employee shall comply with all Company, House and Departmental rules to the extent required under Section 21.02 of this Agreement.

In the event a bargaining unit employee is assigned and accepts out-of-bargaining unit light duty work, the employer shall continue to provide benefit coverage pursuant to this Agreement. In the event of a termination, the employee shall be entitled to all rights in accordance with Articles 19 and 20 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.

16.06. Military Leave of Absence.

All employees covered by this Agreement will be granted Military Leave in accordance with Signature's Military Leave Policy.

For purposes of Article 16, Section 16.06 only, the Union expressly waives its right to bargain over or in any manner object to changes made to Signature's Military Leave Policy during the life of this Agreement so long as any such change does not reduce the leave for which an employee is entitled pursuant to Signature's Military Leave Policy that is in effect as of the date of this Agreement.

ARTICLE 17: UNIFORMS

17.01.

Signature shall furnish, pay for, and launder or clean Employer provided employee uniforms or work clothes, subject to the following exceptions:

Signature reserves the right to not pay for the following uniforms:

1. black trousers, shirts, neckties or socks for all DINING SERVICES ATTENDANTS, except that Signature will provide specified black trousers to DINING SERVICES ATTENDANTS at a cost substantially below retail;
2. black or brown shoes (including safety shoes) for any employees, or white shoes for DINING SERVICES ATTENDANTS and pool employees;
3. clothing worn under jackets, vests, uniforms or other outerwear worn by employees and white socks for pool employees; and
4. ordinary shoes, boots or nude hosiery for employees with a skirted uniform.

17.02.

Employees will be provided with a clean uniform as often as needed, except not more than once a day for Cooks and DINING SERVICES ATTENDANTS, and not more than every two (2) days for other employees, except in unusual circumstances. When employees are scheduled to work outdoors, Signature shall provide them with cold weather uniforms or jackets.

17.03.

(a) While employees are not required to make deposits for uniforms and clothing furnished by Signature, they are nevertheless responsible for such uniforms and clothing. Employees may not wear their uniforms except while working for Signature, and while going to and from work. Employees will be responsible for any intentional, negligent or careless loss of or damage to Signature provided uniforms, except for normal wear and tear incurred while at work. Signature reserves the right to deduct the cost for such damage or loss from an employee's paycheck after consultation with the employee and after the responsibility for the damage has been established by Signature.

(b) The cleanliness, fit, comfort, style and safety of uniforms are important to both the Employer and the employees. To further their joint interest in high-quality uniforms that best complement the work environment, and to exchange information about uniforms and create acceptance of new and replacement uniforms, the Employer and the Union agree to establish one (1) joint committee to discuss front of the house uniforms and one (1) joint committee to discuss back of the house uniforms. The committees shall consist of no more than six (6) people, three (3) appointed by the Employer, and three (3) appointed by the Union. At least one of the Union's appointed members must work in the classification for which the new or replacement uniform is being considered. This provision shall not apply to individual uniforms replaced due to wear and tear, size changes, etc. This section is not subject to the grievance and arbitration procedure.

ARTICLE 18: JURY DUTY

18.01. Jury Duty.

If an employee has completed his or her introductory period, and is required to serve on a jury and lose work time because of such service, he or she will be paid the difference between the jury fee received and his or her straight-time rate of pay for no more than eight (8) hours per day. This will not apply to days that employees are not scheduled to work, and is limited to thirty (30) days in any twelve (12)-month period. Employees will be paid on the regular payday following their

submission of the affidavit of service. It is an employee's responsibility to secure an affidavit of service from either the Jury Commissioner's Office or the Clerk of the Federal Court.

- (a) Employees must present their jury summons to their manager as soon as they receive it. Employees must also notify their manager of the number of hours that they are required to serve jury duty, and their availability to work on their next scheduled shift as soon as possible.
- (b) Time spent on jury duty shall not be used for purposes of calculating overtime pay.
- (c) This Article shall not apply if employees receive their jury summons prior to their date of hire.

18.02. Administrative and Legal Proceedings.

If employees are required by the Employer to testify or appear at any administrative hearing or court proceedings on behalf of the Employer, employees shall be paid the reasonable and necessary expenses incurred by them to attend the hearing or proceeding. Employees will also be compensated at their regular, straight-time hourly rate of pay for any time lost from work less any allowance they received by the agency or court involved.

Time spent at administrative hearings and/or court proceedings will be used for purposes of calculating overtime pay.

ARTICLE 19: DISCIPLINE

19.01. Cause for Discharge.

(a) No regular employee, after having completed the introductory period under Section 7.01, 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 or owner, 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 introductory period is disciplined and/or discharged, the reason therefore will be given to the employee in writing. When an employee is discharged, copies of the written notice to the employee will be sent to the Union upon request 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 time required for the examination. A blood alcohol level at or in excess of the limit prescribed by Nevada State Law constitutes an absolute presumption that the individual is under the influence of alcohol. A positive GC/MS blood test result for a controlled

substance provides an absolute presumption that an employee is under the influence of the identified controlled substance.

(c) An On-Call employee may be terminated without recourse to Article 20, because the employee refuses and/or fails to report for work more than twenty-five percent (25%) of the shifts offered and/or scheduled in any 60-day period.

19.02. 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.

A copy of any written warning notice shall be issued to the employee. The employee shall be required to sign all notices for the purposes of acknowledging receipt. Warning notices, written customer complaints, and reports of outside agencies or of the Employer's own security force concerning conduct of an employee shall become null and void one (1) year after the date of issuance and may not thereafter be used as a basis for or in support of any subsequent discharge or disciplinary action.

19.03. Time of Discharge.

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

19.04. Disciplinary Suspension.

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

19.05.

Signature will not require or request employees to take a lie detector test.

19.06.

Signature will not require or request an employee to resign, or to sign a confession or statement concerning his or her conduct, unless the employee is first given an opportunity to have a Union representative present if the employee so requests.

ARTICLE 20: DISPUTE RESOLUTION

20.01. Disputes.

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 Article 25 shall not be subject to the Dispute Resolution procedure.

The parties agree to utilize the following procedures for resolving the disputes of employees:

20.02. Step One Process and Time Limit for Filing Grievance.

(a) Step One Process. The Employer and the Union agree to implement a Step One Process for complaints and disputes related to individual disputes raised by an employee. The Step One

Process gives responsibility to employees, union shop stewards and front line management to resolve problems directly, quickly and cooperatively. The Step One Process is designed to reduce the level of formalism in the grievance procedure.

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

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

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

The Parties agree to provide jointly the required Step One Process training to current management personnel (including third party operators involved in the administration and application of this Agreement) and shop stewards by April 1, 2018. Refresher training will be scheduled at eighteen (18) month intervals for new management and shop stewards.

(b) If the Parties are unable to resolve a dispute or complaint in the Step One Process, such dispute or complaint may be reduced to writing as a formal grievance and shall proceed to a Board of Adjustment as provided in Section 20.03 of this Article.

20.03. Step Two Process — Procedure for Adjusting Formal Grievances.

All grievances shall be adjusted exclusively in the following manner:

(a) No grievance shall be entertained or processed unless it is received in writing by either party within twenty (20) calendar days after the 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).

(b) Board of Adjustment. Any unresolved grievance shall be reduced to writing and scheduled for a hearing by a Board of Adjustment within twenty (20) 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 that pertain to the grievance.

(c) Formal Arbitration.

If the matter is not resolved pursuant to the grievance procedure set forth in Section 20.02 and 20.03 (a) and (b) above, and is not submitted to Expedited Arbitration under section 20.03(c)(i), either party may submit the matter to final and binding arbitration within twenty (20) days of the BOA.

Representatives of the Employer and the Union may agree to select an arbitrator, but if they are unable to do so, the arbitrator shall be chosen from a panel of seven (7) arbitrators, received from the Federal Mediation and Conciliation Service ("FMCS"), 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 unless by mutual consent of the parties. The arbitrator shall be notified in writing of his or 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 separation cases, the expenses and fees of the arbitrator shall be shared equally by the Employer and the Union. In separation 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 separation case, reinstatement is ordered by an arbitrator, with less than full back pay, the costs of arbitration shall be divided evenly between the parties.

(i) Alternative Dispute Resolution

(1) Coverage.

A grievance challenging disciplinary action or termination issued to an employee, that is not resolved through the Step One or BOA processes, may be subject to the Program. A grievance meeting the criteria set forth in this paragraph herein may be submitted to the Program if a timely demand for arbitration is made by the Party who filed the grievance and use of this Program is indicated in the demand.

The non-filing Party may object to the submission of the grievance to the Program, by providing written notice to the other Party within twenty (20) calendar days of the receipt of the demand for arbitration. In such event, the grievance shall proceed under Section 20.03(c)(ii) of this Article.

(2) Structure of the Program.

The Parties shall submit the grievance to a three person panel for a final and binding decision.

(a) Panel and Hearing Dates.

A panel of three (3) persons shall be established ("Panel"). One member of the Panel shall be selected by each Party. The person selected by each Party shall hold a high level position with their organization, shall commit to participate in the Program for the entire period of the pilot program, and shall be given full authority to act as a neutral decision maker relative to any grievance presented to the Panel. The third member of the Panel shall be the Panel Chairperson and shall be selected jointly by the Parties. The Parties will share equally in the costs associated with engagement of the Panel Chairperson. The Panel Chairperson shall be a member of the National Academy of Arbitrators and shall be someone who agrees to serve as the Panel Chairperson for the entire period of the Program.

Each month, the Parties will select up to two consecutive days (based upon the number of grievances) on which the Panel will hear cases covered by the Program.

(b) Presentation of Cases.

a. Scheduling of Cases.

The Panel representatives for the Parties shall work together to identify the cases which are ready for presentation to the Panel and shall create the monthly agenda of cases.

b. Exchange of Written Materials and Information.

One week prior to the monthly hearing date the Parties shall exchange the following:

- all written documentation which they anticipate presenting to the Panel for each case scheduled to be heard by the Panel; and
- a list of witnesses each Party anticipates it will present at the hearing.

If one Party objects to the use of an identified document, it shall notify the other Party immediately and the Parties shall attempt to resolve such dispute prior to the date of the hearing. If the Parties are unable to resolve such dispute, the Parties shall present the dispute to the Panel and the Panel shall have the authority to determine whether such document may be used during the Panel Hearing.

The Panel Chairperson shall have the authority to issue subpoenas (at the request of either party) requiring production of documents or other information and requiring witnesses to appear for the Panel hearing.

(c) Opening Statements.

The Parties shall each have an opportunity to present an opening statement to the Panel. The Company shall present first, followed by the Union, unless a different order of presentation is requested by the Panel.

During opening statements the Union and Employer representatives shall identify those persons who may offer relevant testimony and are available to testify before the Panel. The Panel shall identify those witnesses which it wishes to have testify and in what order. Witnesses will be questioned by the Parties, but shall be allowed to provide testimony in narrative form. All Panel members shall be allowed to ask questions of the witnesses and each Party's representative shall also be provided with an opportunity to ask questions of the witness, following their initial testimony.

(d) Panel Assessment.

Once the Panel has determined that all witnesses and other information has been provided to it, the case will be submitted to the Panel for evaluation and decision. All panel deliberations and individual panelists' decisions shall be absolutely confidential. The Panel shall determine the outcome of the case. The decision shall be made by a majority vote of the panelists. The Panel Chairperson shall prepare a draft of a written decision on each case and forward the draft to the two other panelists for review and comment. Within two (2) weeks of the presentation to the panel, a single decision will be issued to the Parties and no dissenting opinion or comment will be made or issued. Decisions issued by the Panel will not be published and will not be considered to be precedent setting.

(3) Participants.

Union presentations shall be conducted by Union Grievance Specialists and/or Stewards. Employer presentations shall be conducted by Human Resources/Labor Relations personnel, operational or management personnel. Attorneys and other legal representatives will not be used by either Party to conduct the presentation of its case. However, nothing in this paragraph is intended to limit or restrict the right of either Party to seek legal assistance in the preparation of its presentation. The Parties agree and understand that during the first six (6) months of the Pilot Program the Parties may elect to have legal assistance during the Panel hearing.

(4) Procedures.

Prior to the presentation to the Panel, the Parties will discuss and prepare a joint submission of documents to the Panel which will include (but is not necessarily limited to) a copy of the Collective Bargaining Agreement (or all relevant provisions), a copy of any Step One and/or Step Two documentation, a copy of the discipline(s) or termination challenged and a copy of any statements relied upon by the Employer in making its decision.

The Parties may use documentary and/or demonstrative evidence in the presentation of cases, including but not limited to copies of personnel and/or disciplinary records, policies and procedures, correspondence between the Employer and the Union, statements, investigative records and/or grievance process records, video tapes or other records which relate to the case presented. The only objection which is properly made to

the presentation of such documentation is that a document is not authentic or is not appropriately presented under a provision of the Collective Bargaining Agreement. If a dispute arises regarding the presentation of evidence, such dispute shall be resolved by the Panel Chairperson.

(5) Decision by Panel.

The Panel's decision shall be final and binding on both Parties.

(d) Extension of Time Limits. The time limits and other provisions set forth in this Article may be extended or waived by mutual agreement of the Parties.

20.04. Mitigation of Damages.

If an employee is discharged by Signature, and the employee disputes that his or her discharge was not for just cause, the employee must mitigate any potential damages Signature may eventually owe that employee. In any dispute over the amount of back pay due to an employee under an arbitration award, the arbitrator shall have no authority to award any back pay to that employee for any period of time since his/her discharge unless it is reasonable to do so taking into account the efforts by the employee to fulfill his/her duty to mitigate damages with respect to that period of time.

20.05.

Employees with less than two (2) years' service maybe offered by the Company, no later than thirty (30) days following Employer's receipt of the Union's demand for arbitration two (2) months' pay including the higher of declared or assigned tips in lieu of processing a grievance and arbitrating the discharge. In the event the employee declines this offer when made by the Employer, the Union will not arbitrate the discharge unless it objectively determines that, in its judgment, the discharge constituted a flagrant miscarriage of justice.

ARTICLE 21: MANAGEMENT RIGHTS AND RESPONSIBILITIES

21.01. Rights to Manage.

Both parties agree that Signature has the right to manage, direct, plan and control its business and its operations, including matters that are not covered by this Agreement. These rights include, but are not limited to: the right to cross-utilize employees property-wide; reprimand, suspend or separate employees; to determine the duties of employees to be employed and to direct the working force; to assign work as needed; to determine the number of employees to be employed; to determine the means, methods, and schedules of operations; to hire, separate, classify, reclassify, schedule, assign, promote, transfer, layoff and/or rehire employees; and to introduce or establish new equipment, facilities, technological changes, procedures or processes. All of the foregoing rights are reserved by the Employer, except to the extent they may be contrary to or inconsistent with the terms and conditions of this Agreement.

21.02. 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 22: SUBCONTRACTING, SUBLEASING AND INTRODUCTION OF NEW EQUIPMENT AFFECTING BARGAINING UNIT JOBS

22.01.

(a) 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 provision 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 foods, baked goods, pre-mixed salads and peeled vegetables.

The Employer and the Union may enter into an memorandum of understanding ("MOU") concerning the operation of any food and beverage venue by a third party but the provisions of this Agreement shall apply to such venue until such MOU is signed, provided however, that Article 12 shall always apply to the venue from the first hour worked by any employee in a bargaining unit position. Prior to any such work being performed, the Employer, the Union and the third party operator shall enter into an agreement solely requiring timely compliance by the third party operator with Article 12.

(b) The Parties agree that, as an exception to Section 22.01 of the Agreement, the Employer may operate a fast food court or fast food outlets without regard to the provisions of Section 22.01, so long as there is no significant negative impact on bargaining unit employment or income. No room service or deliveries to banquet events shall be provided by any such outlet with non-union employees. The parties agree that the Starbucks located at the Condominium Facility is not a "fast food outlet."

(c) Reserved Rights.

(i) Notwithstanding the foregoing provisions hereof, the parties recognize that services have been performed by third parties at the Condominium Facility pursuant to agreement with the Employer, and the Employer may continue the services of any current independent outside contractor or entity which is providing the Condominium Facility with any services with persons employed by such contractor as of the date of this Agreement, and any subsequent independent outside contractors or entities providing the Condominium Facility with the same services with persons not employed by the Employer, provided that the provision of such

services by each contractor or other outside entity may not be expanded beyond the types and departmental and overall levels currently being done under such agreements. The Employer agrees to provide the Union with a list of any currently contracted work and to notify the Union in writing prior to any agreement with a new contractor or entity providing such services.

(ii) Notwithstanding the foregoing provisions hereof, the parties specifically agree and acknowledge that the Employer does not manage, maintain or operate all of the Condominiums, and that the Condominium Owners may have work performed in their Condominiums which is customarily performed by bargaining unit employees, and the terms of this Agreement shall not apply.

22.02.

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 23: DUES CHECK-OFF

23.01.

The Check-Off Agreement, attached as Exhibit 2 of this Agreement, and the system established by Signature and the Union for the check-off of Union dues by voluntary authorization shall remain in effect for the term of this Agreement. The Union will indemnify and save Signature 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 Signature, at the request of the Union, in accordance with this Dues Check-Off Agreement.

ARTICLE 24: NO DISCRIMINATION AND HARASSMENT

24.01.

Signature and the Union are committed to the recruitment, training, promotion and recognition of employees without regard to gender, race, color, creed, national origin, age, religion, union affiliation, veteran status, disability, or sexual orientation.

24.02.

Signature and the Union are committed to maintaining a work environment free from all forms of discrimination and harassment. Prohibited conduct includes any verbal, written or physical act based on any protected characteristic, which would make a reasonable employee uncomfortable in the work environment or which would interfere with the employee's ability to perform the job.

Such conduct includes verbal and non-verbal conduct which denigrates or shows hostility or aversion toward an individual because of his or her protected status or that of his or her relatives, friends or associates.

ARTICLE 25: NO STRIKES - NO LOCKOUTS

25.01. No Strikes.

The parties agree that they have created a system for resolving all problems that may arise during the term of this Agreement. Therefore, there does not exist the need for either party to resort to practices intended to coerce the other party in order to resolve a problem or achieve a goal.

Therefore, neither the Union collectively nor employees individually will call, engage in or sanction any no-work stoppages, picketing, sympathy strikes, strikes, slow down, sit-down, sit-in, boycott, handbilling, refusal to handle merchandise, protest, demonstration, or any other form of economic action or interference with the Employer's business, or an owner or guest. Among other things, the Union expressly agrees that neither the Union collectively nor individual employees will engage in any conduct, activities, protest, or other efforts that are intended to or have the effect of disrupting the quiet enjoyment of any guest, owner, or third parties doing business with the Employer, a guest or owner, and/or at the condominium facility, including but not limited to owners, tenants, joint venturers, third party management companies or their assignees or replacements or guests, in or about the premises of the condominium facility, or directed at guests, owners, customers of the Employer or of other businesses at the condominium facility, or using the name of the Employer.

25.02. No Lockouts.

During the term of this Agreement, the Employer will not lock out any of the employees in the bargaining unit covered by this Agreement.

ARTICLE 26: OWNERS AND SUCCESSORS

26.01. Ownership.

This Agreement shall cover all employees employed in classifications listed in Exhibit 1 in operations of the Employer in its capacity as the Management Firm of the Condominium Facility located at 125, 135 and 145 East Harmon Ave., Las Vegas, NV. The term "Employer" shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of the Employer covered by this Agreement, or a subsidiary of the Employer covered by this Agreement, or any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls the Employer covered by this Agreement. However, the term "Employer" does not include the Owners or associations(s) of Owners of Condominiums in the Condominium Facilities located at 125, 135 and 145 East Harmon Ave., Las Vegas, NV.

26.02. Successorship.

(a) 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.

(b) The Employer further agrees that as a condition to any such sale, assignment or transfer of ownership of its business, 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. The provisions of this paragraph (b) shall not apply in the event that the sale, assignment or transfer is to the association(s) of Owners of Condominiums in the Condominium Facilities located at 125, 135 and 145 East Harmon, Las Vegas, NV, the result of an involuntary termination of the Employer as the management company, and/or the involuntary foreclosure or voluntary relinquishment without consideration (other than a release of the Employer's obligations) of the Employer's interest in its contract to serve as such management company.

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

(c) The Union shall not be required to post a bond or other security as a condition to obtaining an injunction or other equitable relief against a violation or threatened violation of this Section.

ARTICLE 27: IMMIGRATION

27.01.

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

Effective June 1, 2014, the Employer will provide an employee with a least sixty (60) days' notice that the documents provided by the employee demonstrating work authorization are scheduled to expire and that the employee will need to re-verify their I-9 documentation and provide valid evidence of continued work authorization. Such notice will be provided to an employee through an electronic message to the employee's Workday account. If Workday is unavailable, the Employer may provide notice to the employee at the time clock and/or by direct communication from the employee's manager.

27.02.

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

27.03.

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

27.04.

A post-introductory employee who is not authorized to work in the United States and whose employment has been terminated for this reason shall be immediately reinstated to his or her former classification without loss of prior seniority, provided the employee produces proper work authorization within twelve (12) months of the date of termination, and to his or her former shift and station if the employee produces proper work authorization within ninety (90) days of the date of termination. The Employer may fill this vacancy on a temporary basis not to exceed the ninety (90) day period. If the employee produces proper work authorization after ninety (90) days, but within twelve (12) months from date of termination, the employee would return, without loss of prior seniority, to his or her former classification displacing the least senior employee in that job classification. Employees do not accrue PTO or other benefits based upon particular Plan policies during such absences.

27.05.

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

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

ARTICLE 28: PAST PRACTICES

28.01.

Signature and the Union agree on the goal that nothing in this Agreement is intended to diminish the benefits, rights, and privileges of employees. Signature and the Union have also sought to write an Agreement that will be a living document, not a rigid set of rules that could unintentionally inhibit Signature and employees. Therefore, both parties agree that, unless they have explicitly agreed to a change, nothing in this Agreement shall be interpreted to diminish existing Signature practices regarding the benefits, rights, and privileges of employees. In the event of a conflict between a past practice and an explicit provision of this Agreement, this Agreement will govern.

ARTICLE 29: SAVINGS CLAUSE

29.01.

In the event that any provision of this Agreement should be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency of competent jurisdiction, such

action shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not rendered invalid shall remain in full force and effect. Both parties agree that the subject matter of any provision found to be invalid shall be renegotiated.

ARTICLE 30: NON-DISCLOSURE OF INFORMATION

30.01.

In recognition of the fact that the job duties of the employees covered by this Agreement, as well as the mere presence of employees at Signature, will provide them with access to certain information concerning owners, guests, the Employer and its operations, the employees agree that they shall not disclose any classified, confidential or proprietary information, or any other information, the disclosure of which is limited by the Employer, concerning owners, guests, the Employer or its operations, except information having to do with wages, hours and other terms and conditions of employment, to any person not authorized to have access to such information, and that they will sign a statement to that effect. All employees covered by this Agreement shall be fully and exclusively responsible for any violations of this Article 30, and shall not only be subject to discipline up to and including discharge by the Employer for such a violation, but shall be subject to any criminal, civil or other penalties and/or liability resulting from their violation of this Article 30.

ARTICLE 31: BANQUETS

31.01. Definition.

A banquet shall be deemed to be any function which has been regarded and paid at the banquet rate according to the custom and usage of the trade, including cocktail parties. Part-time banquet employees are banquet employees carried by the Employer on its regular payroll and used by the Employer as needed. Part-time banquet servers shall be covered by the provisions of this Article 14 and, in addition, by Articles 6, 7, 11, 12, 19 and 20; provided, however, that (1) vacation pay under Article 6 shall be prorated on the basis of the time actually worked for the Employer by such employees, and (2) seniority under Article 7 shall be for the purpose of layoff and recalls only, and shall be applicable only as among the Employer's part-time banquet employees.

31.02. Service Charge.

(a) On all banquets, it is obligatory on the Employer that an eighteen percent (18%) service charge of the total charges for food and beverage shall be paid to the Food Servers and Bartenders who work the function, in addition to the designated wages. This distribution of such gratuities shall be in accordance with Section 31.05. The Employer shall post in a conspicuous place available to banquet employees, prior to or during the banquet function, the menu, the number of guests, the name of the group, and the price charged for the food and beverage.

(b) Employer sponsored promotional events for which no charges are made to the customer shall be exempted from provisions of Section 31.02(a). Servers working such an event shall receive a guaranteed gratuity of eighteen percent (18%) based on current practice, not to exceed two hundred dollars (\$200) per server and bartenders working the function. The Employer at their sole discretion can increase the guaranteed gratuity for any Employer sponsored event.

(c) Effective for banquets booked after June 1, 2017 the obligatory eighteen percent (18%) service charge of the total food and beverage referenced above shall be increased to nineteen percent (19%).

31.03. Employees Working Banquets

(a) If a guest event is held in a food and beverage outlet that results in a "buyout" or partial "buyout" of the venue, the opportunity to work the function will be offered first to the food and beverage personnel who normally work in that outlet. If those employees decline the function or additional staff is needed, such work will be available to Banquet Food Servers and Banquet Bartenders who have been trained to the service standards in the outlet. If Banquet Food Servers and Bartenders work a function in a food and beverage outlet, they may be required to wear uniforms and perform the job functions of personnel who work in the outlet during normal operating hours.

(b) A special/themed or a branded/sponsored party/event is held anywhere in the facility it may require supplemental staff in order to augment the event ambiance and service experience, including but not limited to Models who may perform bargaining unit functions. When those events are scheduled, the parties will meet to discuss the event scope, service and staffing requirements and the Union shall not object to the use of supplemental staff that augment the event ambiance and service experience. It is further agreed that the supplemental staff utilized during these events are entitled to keep any cash gratuities bestowed upon them by guests during these special/themed or branded sponsored party/event, but that they will not be entitled to share in any portion of the banquet gratuity for said event/party.

(c) With the foregoing exceptions, the Employer shall first use part-time banquet employees for banquets. The part-time banquet list, as defined in Article 14.01, shall constitute the banquets "A" list. The Employer shall schedule the "A" list Banquet Servers using seniority. This provision shall not apply to Banquet Bartenders, who shall be scheduled in order of classification seniority.

The employer may use a "C" list, as a supplemental on-call pool hired and scheduled by the Employer as needed by seniority.

"C" list employees will be eligible to bid on open "A" list positions.

Pop-Up events shall be scheduled by seniority.

31.04. Reporting Pay.

When the Employer or his/her representative orders a banquet food server or banquet bartender to report for work and said employee is not allowed to work, the Employer shall pay the employee for three (3) hours of work provided, however, that the above provision of this Section does not apply to any employee reporting in a condition which obviously prevents the proper performance of the normal duties by the employee, to employees who report to work without a valid health card, to employees who previously have been designated in writing by the Employer to be unsatisfactory because of the commission of the kind of offense listed in Section 19.01(a) or, for a six (6) month period, to employees who previously have been validly so designated for any other reason.

31.05. Distribution of Gratuities.

All gratuities belong to the employees and no part of the gratuities belong to the Employer or any representatives of the Employer (other than management, as provided in Sections 31.02, 31.05, and/or 31.06) and are not a part of the basic wage established by this Agreement. The distribution of gratuities among banquet workers shall be in accordance with Sections 14.05 and/or 14.06. The Employer shall make available for examination by the employees involved and by the Union a breakdown of the distribution of gratuities for all food and beverage, the name and date of the function and room where held, the total price for all food and beverage, the number of guests in attendance, and the names and employee numbers of the banquet workers. The Employer shall have a posted plan of how and when gratuities will be paid.

By way of explanation: Gratuities are derived from all food, soft drinks and alcoholic beverages served tableside, or from a station, to which Banquet employees are assigned with the exception of In Suite Dining events that have their own established gratuity distribution. No gratuities are derived from service charges that may be imposed by, and at the sole discretion of, management.

(a) Banquet Gratuity Division.

Fourteen percent (14%) of the total gratuities of all functions shall be divided among management. Eighty-six percent (86%) of the total gratuities shall be pooled and equally divided among the Banquet Food Servers and Banquet Bartenders who work the function.

31.06. Bartenders.

(a) Bartenders assigned to work a banquet function shall be employed or paid for not less than three (3) hours for each banquet function. Banquet Bartenders are responsible for transporting liquor, all setup, ice, glassware and breakdown work in the banquet room. Banquet Bartenders will be responsible for transporting portable bars to and from work areas. Management will provide Banquet Bartenders with assistance as needed to transport portable bars.

31.07. Banquet Training and Work.

It is the objective of the Employer and the Union to increase the economic opportunities for all bargaining unit employees. In order to give trained bargaining unit employees from other departments the opportunity to pick up extra banquet work, the Employer may staff banquets with in-house employees whenever possible, if there are not enough roll-call servers available. Post roll-call banquet work will be strictly voluntary.

31.08. Setup and Breakdown.

Banquet Food Servers are responsible for all setup and breakdown work in the banquet room. Typically, a banquet involves preparing the room for the event, serving of food and/or beverage, side work necessary to conduct the event, and returning the space to its original condition.

ARTICLE 32: TERMINATION-RENEWAL

This Agreement shall be in full force and effect from July 1, 2014 to and including May 31, 2019 and from year to year thereafter unless either party gives sixty (60) days written notice to change, modify or terminate this Agreement prior to May 31, 2019, or in any subsequent year thereafter.

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

FOR THE EMPLOYER:

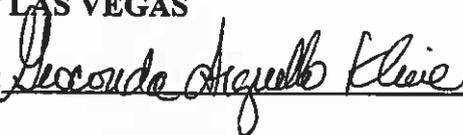
SIGNATURE CONDOMINIUMS, LLC

By: 

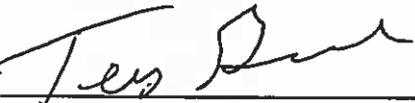
Its: SUP & CFO

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: 

Its: President

By: 

Its: Secretary-Treasurer

EXHIBIT 1 - WAGE SCALES

		6/1/2017		
		80%	90%	100%
H&W				
Pension				0.065
Training				0.025
Housing Fund				
Tip Earners Legal Fund				
Wages Total				0.56
				0.65
Tipped				0.3218
Non-Tipped				0.6439
POSITION/CLASSIFICATION	Tipped			
Assistant Food Server		15.85	17.83	19.81
Bartender	T	13.85	15.58	17.31
Busperson	T	11.18	12.57	13.97
Cook Dining Services		17.05	19.18	21.31
Food Server	T	10.69	12.03	13.36
Fountain Worker	T	12.13	13.65	15.16
Kitchen Worker		14.40	16.20	18.00
Bell Person	T	11.52	12.96	14.40
Door Person	T	12.15	13.67	15.19
Parking Attendant (Valet)	T	10.07	11.32	12.58
Guest Room Attendant		14.85	16.70	18.56
Houseperson		14.95	16.82	18.69
Runner		14.95	16.82	18.69
Supply Person		14.95	16.82	18.69
Utility Person		14.95	16.82	18.69
Dispatcher		16.16	18.18	20.20
Scheduler		16.16	18.18	20.20

EXHIBIT 2 - CHECK-OFF AGREEMENT

Pursuant to the Union Security provision of the Agreement between SIGNATURE (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.

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 (15th) day of any particular month thereafter shall begin with the following calendar month.

6. Deductions shall be made in accordance with the provisions of this Check-Off of Union Membership Dues section, from the pay received on the first payday of each month regardless of the payroll period ending date represented on that payroll check. These provisions for dues deductions shall not apply to banquet workers.

7. The Employer agrees to make deductions as otherwise provided in this Check-Off of Union Membership Dues section in the case of employees who have returned to work after authorized leave of absence.

8. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Union.

9. The Employer shall remit each month to the designated financial officer of the Union, the amount of deductions made for that particular month, together with a list of employees and their

Signature Condominiums, LLC 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:

- a. 3¹/₂" diskette in Formatted Text (Space Delimited) format;
- b. CD-ROM in Formatted Text (Space Delimited) format;
- c. ZIP Disk in Formatted Text (Space Delimited) format;
- d. Via e-mail transmission; after the Union has demonstrated to the Employer that the proper "PGP" security encryption measures exist in the Union's network.

The report shall contain header information and be set up so that position "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 (15th) of the month, for the deduction from the first paycheck received by the employee (prior to the fifteenth {15th} of the month) for the month the dues are being paid.

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

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

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

13. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability 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 - GRATUITIES

The provisions in this Exhibit 3 shall become effective within sixty (60) days of ratification.

SIGNATURE EVENTS and HOSPITALITIES	
Signature Events and Hospitalities (Definition):	Any food and beverage or cocktail service, either in Signature public space or guest suite, coordinated by and contracted with Signature resulting in the generation of an event order.
Service Charge:	All Signature Events and Hospitalities paid for by a 3rd party (regardless if they take place in a guest room or a Signature public area) will include a twenty percent (20%) service charge to the guest. That service charge will be split with 12% to service staff and 8% to management.
COMPLIMENTED GUESTS	
Service Charge:	Any Signature Event or Hospitality, where complimented food/beverages are served to individuals or members of a group either in a public space or guest suite. A guaranteed service charge of fifteen percent (15%) is paid by the Employer, with a maximum of \$175.00 per server.
Food Coupons/Tickets:	If the Server is presented with food tickets/coupons issued by the Employer, for which no charge is made, the service charge is paid in accordance with above distribution.
Gratuities for M Life Points, Vouchers And/Or Coupons	(Food & Beverage only) For guests who are utilizing complimented vouchers and/or coupons that automatically tender the check with no ability to leave a gratuity, the parties agree to add a disclaimer of "gratuity not included" to guest vouchers and/or coupons in a font size that is in all capital letters. If the guest using such voucher or coupon initiates a request to provide a gratuity, the employee may then open an additional room charge or credit card check in the amount of one cent (.01) in order for the guest to add a gratuity.

IN SUITE DINING	
In Suite Dining Checks:	<p>In Suite Dining checks that are for cash, room charge, or credit card payments that are presented by a Dining Services Attendant I shall contain the words in prominent letters, "Gratuity Not Included." If the Pilot Program regarding a guaranteed gratuity is adopted by the MGM-MIRAGE properties with the breakdown agreed to at the MGM MIRAGE Hotels after the T.I., 6-month trial period, Signature would be willing to incorporate it into the Room Service Department weekly tip pool for all guests' checks of cash, room charge and credit card payments that are presented by the Dining Services Attendants for room service orders, revised to reflect gratuity distribution to Signature management and the correct Signature bargaining unit position classifications.</p>
Amenities and Complimentary Items:	<p>\$1.50 — for 1-2 items \$3.00 — for 3-4 items \$5.00 — for delivery of amenities consisting of 5+ items and for set up of beverage package amenities</p> <p>Multiple beverages of one type are considered to be one item for purposes of determining the appropriate delivery fee. Multiple food items in or on one container/plate or bowl will be considered one item for purposes of determining the appropriate delivery fee. A 20% gratuity will be applied to the retail value of all orders paid for by a 3rd party and delivered to a guest in-house.</p> <p>* * *All delivery fees and gratuities associated with Amenities and complimentary items will be included as part of the weekly tip pool distribution.</p>

GUEST SERVICES	
Pooled tip program:	Effective March 24, 2009, Guest Service Attendants I, II and II will engage in a tip pool pursuant to the tip committee by laws. All Porterage and delivery fees discussed in this exhibit, in addition to gratuities received directly from guests are included in the daily tip pool, with the exception of porterage for boxes and shipped items and business center (Fed-Ex) services. Group porterage for grocery deliveries are included in the daily tip pool.
Pre-paid luggage handling/guest room deliveries:	Group Porterage charge consists of \$3.50/person upon arrival and \$3.50/person upon departure. Distribution of gratuity as follows: Eight percent (8%) divided equally amongst GSA Supervisors Ninety-two percent (92%) allocated to the tip pool for distribution to the GSAs.
Baggage Deliveries to Unoccupied Suites	\$3.00 for 1st bag, \$.50 for each additional bag
Mansion/MGM Grand Front Services	When Guest Service Attendants leave the property to perform deliveries to or from the MGM Grand, Skylofts or Mansion, the rate shall be \$7.00 for the first half hour and \$5.00 for each additional half hour.
Boxes and Shipped Items Handling Fee:	For non-luggage freight/package transfers, a \$25.00 cart fee is charged to the guest, of which \$17.50 is allocated to Signature and \$7.50 is allocated to the GSA who do the work. For non-luggage freight/package deliveries in which a handling charge is assessed to a guest, seventy-five percent (75%) is allocated to Signature and twenty-five percent (25%) is allocated to the GSA who do the work.
Delivery of newspapers/flowers/faxes:	\$2.00 charge for all deliveries of gifts, flowers, faxes and U.S. Mail to a guest room. \$1.00 charge for newspapers deliveries as requested by guest.
Grocery Delivery	\$5.00 per delivery

Off Property Deliveries	When Guest Service Attendants leave the property to perform deliveries the rate shall be \$7.00 for the first half hour and \$5.00 for each additional half hour.
Promotional Events/Complimented Guests	<p>Group Porterage charge consists of \$3.50/person upon arrival and \$3.50/person upon departure.</p> <p>Distribution of gratuity as follows: Eight percent (8%) divided equally amongst GSA Supervisors Ninety-two percent (92%) allocated to the tip pool for distribution to the GSAs.</p> <p>Note: Unappropriated Funds Guests are charged on pre-paid porterage whether they use the service or not. All unappropriated funds, as a result of this service charge, are divided equally on a monthly basis.</p> <p>Eight percent (8%) - GSA Supervisors Ninety-two percent (92%) - Guest Service Attendants</p>

<p>Limousine Commissions</p>	<p>The Employer will pay the GSA five percent (5%) gratuity for each limousine ("Limo Commissions") as follows: follows:</p> <p>(a) Limo Commissions will be divided on a 24-hour pool for the Guest Service Attendants I, II and III working during each 24 hour period of time; the 24 hour periods will run from 12:00 a.m. (midnight) to 11:59 p.m. each day. Guest Service Attendants I, II and III or those Employees defined in b. of this document will receive an hourly share based on the number of hours they work within the 24 hour period as defined above. The hourly share will be derived as the total commissions earned in the 24 hour period divided by number of total hours worked in the GSA classification for that 24 hour period;</p> <p>(b) Limo commissions shall not be paid to an employee on paid time off/or other forms of leave or for any other time off, or for any other reason does not work, during the 24-hour pooling period;</p> <p>(c) Limo Commissions will be paid by the Company on the employees' regular paycheck and shall be subject to all legally required taxes and withholdings;</p> <p>(d) Limo Commissions are not due to employees and will not be paid to employees until payment for such commissions is received by the Company from the limousine vendor providing the limousine service.</p>
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Task Force	All other miscellaneous, for example, convention runs, will be discussed in a sub-committee task force. The task force may meet quarterly, upon request of either party. An agenda will be provided at least one week prior to such meeting, to Human Resources or to the Union Representative by the party seeking the meeting. The Union may request the attendance of the General Manager or Director of Hotel Operations at a task force meeting no more than twice per year. The parties will make every attempt to resolve all outstanding miscellaneous issues as listed in this paragraph within the first year after ratification of the Contract.
Transparency	The Company will make available, for the Guest Services staff to review, at any time, an event summary for all groups and group deliveries. All classifications who receive portorage or gratuities will be included in the event summary. The summary should include the full names of all Guest Services Staff who worked the event and the amount paid to each individual.
TOWER SERVICES ATTENDANTS	
Cash gratuities:	Cash gratuities left by guests checking out of rooms or designated for the Tower Services Attendant I who cleaned the suite shall be the property of the Tower Services Attendant I.
Group gratuities:	Gratuities left by large groups/parties are placed on a master account and distributed, through payroll, to all TSA I who worked the station. The distribution of such gratuity is based upon the number of times the TSA I cleaned a particular room within the group.

**SIDE LETTER #1 RE: AUTHORIZED PAYROLL DEDUCTION FOR
POLITICAL CONTRIBUTIONS**

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

I hereby authorize the Employer to deduct from my pay the sum of \$1.00 per month and to forward that amount to UNITE HERE International Union TIP — "To Insure Progress". This authorization is signed voluntarily and with the understanding that UNITE HERE International Union TIP — "To Insure Progress" will use this money to make political contributions and expenditures in connection with Federal elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Treasurer, UNITE HERE International Union TIP — "To Insure Progress", 275 7th Ave., 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. The money shall be remitted within thirty (30) days after the last day of the preceding month to the UNITE HERE International Union TIP — "To Insure Progress", 275 7th Ave., New York, NY 10001 accompanied by a form stating the name and Social Security number of each employee for who a deduction has been made, and the amount deducted.

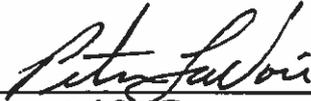
The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

No political contribution deductions shall be made prior to October 1, 1994, and employees who withdraw from having such deductions made, may return only once each calendar quarter.

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

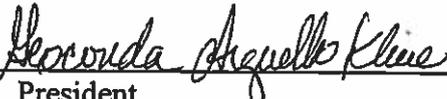
FOR THE EMPLOYER:

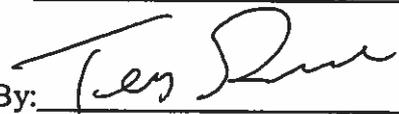
SIGNATURE CONDOMINIUMS, LLC

By: 
Its: SVP RCFO

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: 
Its: President

By: 
Its: Secretary-Treasurer

SIDE LETTER #2 INTENTIONALLY OMITTED

SIDE LETTER #3 RE: HOUSKEEPING DUTIES

The workload is defined as the number of units or "credits", credits for special items such as extra-dirty units and VIP units, and the assignment of pickup units. A change in total square footage of the units assigned to a station shall also be considered to be an increased workload within the meaning of this subsection if the increase is five percent or more of the total square footage presently existing. This Side Letter #3 applies to all Housekeeping classifications on all shifts.

Sheers are the responsibility of Engineers.

GUEST ROOM ATTENDANTS

(1) The maximum number of units or "credits," as established in this subsection, shall be reduced as follows:

<u>Checkouts</u>	<u>Reduction in "Credits"</u>
5	Drop 1
8	Drop 1 additional credit

(a) No Guest Room Attendant shall have more than 10 unit credits. A studio unit shall be one credit, and a one bedroom unit shall be two credits.

The maximum number of units or "credits" as established in this subsection, shall be reduced as follows:

If during the course of the shift a scheduled checkout unit becomes a stay-over instead, the foregoing reduction will not be made with respect to that unit. If more than one credit is given for a unit, that same number shall be used in calculating the number of checkouts (for example, a unit worth two credits would be counted as two checkouts) when the unit is a checkout. This subsection applies only to Guest Room Attendants assigned to an eight (8) hour day shift.

(1) One credit reduction whenever a Guest Room Attendant is required to make up three (3) sofa beds on a shift in a Daily Service Room.

(2) One credit reduction if a Guest Room Attendant accepts an assignment including units on more than three (3) floors during a shift, provided that Guest Room Attendants shall not be required to accept such an assignment.

(3) Effective within two months of the execution of this Agreement, the Employer shall discontinue its current practice of assigning the cleaning of condominium kitchens and Jacuzzis to specific "kitchen and Jacuzzi" teams.

(4) Effective within six months of the execution of this Agreement, the Employer shall provide carts for the use of Guest Room Attendant I's, to transport cleaning supplies and linens.

(5) Guest Room Attendant may be assigned the responsibility of receiving groceries and stocking kitchens.

(6) "Trashed" Rooms Process:

(a) The Guest Room Attendants will complete a work ticket (currently called HOTSOS). After the ticket is placed, the Guest Room Attendants will continue cleaning other additional rooms on their assignment sheet. Guest Room Attendants will not be disciplined for moving on from the trashed room provided they are working their assignment sheet.

(b) The Housekeeping Supervisor will, upon arrival, inspect the room and determine if additional help or credit reductions are applicable. Should the Guest Room Attendant disagree with the Housekeeping Supervisor's decision, another Housekeeping Manager will be contacted to inspect the room and determine if additional help of a Guest Room Attendant is needed to clean the whole room or a credit reduction is applicable. If the Guest Room Attendant disputes the Manager's decision, the Housekeeping Management will take pictures of the whole room for both parties' position. The Guest Room Attendant will clean the room and may then utilize the step one process of the Grievance Procedure. If the room is determined to be a trashed room during the step one process, a credit reduction will be applied on the next scheduled shift. Copies of the pictures of the room will be available to the Guest Room Attendant by the end of their next scheduled shift. A copy of the pictures will also be kept on file for fifteen (15) days should there be further discussion on the matter.

(7) When a Guest Room Attendant is assigned a unit that has not been serviced for one (1) week or more, the Guest Room Attendant shall receive one (1) additional credit reduction for cleaning that unit.

(c) In each condominium serviced, a card shall be left indicating the name of the Guest Room Attendant that cleaned the room. The card shall not contain any reference to "gratuities". The language on the card shall be mutually agreed upon by the Employer and the Union.

HOUSEPERSONS

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

(b) All Full-time shifts shall have bidded stations for Housepersons.

(c) Housepersons shall not be assigned to more than nine (9) floors per shift

(d) It shall be the job duty of a houseperson to transport linen to linen chutes, transport trash, do runs for non-guest requests from guest room attendants, deliver linen from the lockers to floors and pull rooms.

RUNNER

(a) The Employer shall create a new classification of Runner. Employees currently in the Runner position shall remain in those positions. The Runners shall carry their current classification seniority into the Runner classification. Runners shall be paid the same rate as Housepersons.

SUPPLY PERSON

(a) The Employer shall create a new classification of Supply Person. Employees currently in the Supply Person position shall remain in those positions. The Supply Person shall carry their current classification seniority into the Supply Person classification. Supply Persons shall be paid the same rate as Housepersons.

UTILITY PERSON

(a) The Employer shall create a new classification of Utility Person. Employees currently in the Utility Person position shall remain in those positions. The Utility Persons shall carry their current classification seniority into the Utility Person classification. Utility Persons shall be paid the same rate as Housepersons.

(b) It shall be the job duty of Utility Persons to flip mattresses. Whenever a Utility Person is tasked to flip mattresses, a second Utility Person shall be assigned to assist.

DISPATCHERS and SCHEDULER

(a) The Employer shall create two new classifications of Dispatcher and Scheduler. Dispatchers and Schedulers shall be paid the same rate as the Tower Service Attendant III in the predecessor CBA.

(b) The Employer and the Union shall meet to discuss the job duties of each new classification, the method by which the new classifications shall be filled and the classification seniority dates for those who fill the classifications.

TASK FORCE

All other miscellaneous issues, including but not limited to number of floors for Housepersons, Guest Room Attendants transporting linen to linen chutes, Runners' delivery of irons to all locations, Supply Persons delivering supplies to locker rooms on floors, job duties for Utility Persons (to include shampooing carpets, polishing marble in the foyers, balconies, completing pull rooms, and deep cleaning rooms), assignment for Utility Persons regarding the detailing of rooms, VIP room credits, room reductions for sofa beds or rollaways in check outs and reduction of credits in checkouts, bidded stations for Guest Room Attendants will be discussed in a sub-committee task force. The task force

shall meet within ninety (90) days of ratification of this Agreement. The parties will make every attempt to resolve all outstanding miscellaneous issues within the first year after ratification of the Contract.

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

FOR THE EMPLOYER:

FOR THE UNION:

SIGNATURE CONDOMINIUMS, LLC

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: *Peter Fallon*
Its: *EMP & CFO*

By: *Deconda Acquillo Kline*
Its: President

By: *Teri [Signature]*
Its: Secretary-Treasurer

SIDE LETTER #4 RE: OFF-DUTY MISCONDUCT

The Union agrees that employees convicted of serious violent crimes or felony convictions for the sale, use or possession of illegal drugs while employed by Signature could be subject to discipline, up to and including termination. Exceptions to this include convictions for non-felony types of crimes (i.e., non-felony domestic violence).

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

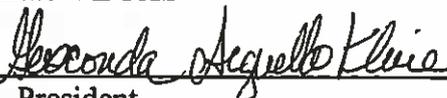
FOR THE EMPLOYER:

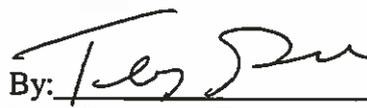
SIGNATURE CONDOMINIUMS, LLC

By: 
Its: SVP & CEO

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: 
Its: President

By: 
Its: Secretary-Treasurer

SIDE LETTER #5 RE: POST-ACCIDENT TESTING

Post-Accident Testing will occur when reasonable cause exists.

Reasonable cause, for purposes of this Agreement, is defined as an on-the-job accident that is unsafe, suspicious, or re-occurring.

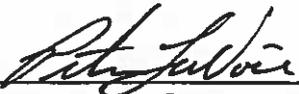
The employee's Manager on duty at the time of the accident and the attending Security Officer on duty will determine if testing is appropriate.

An accident that causes property damage, or personal injury to the employee involved, another employee, guest and/or owner, will result in testing.

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

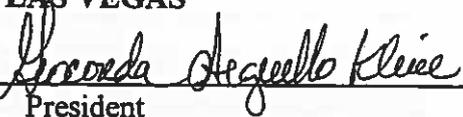
FOR THE EMPLOYER:

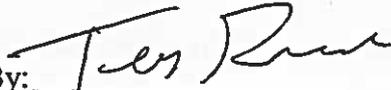
SIGNATURE CONDOMINIUMS, LLC

By: 
Its: SVP & CFO

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: 
Its: President

By: 
Its: Secretary-Treasurer

SIDE LETTER #6 RE: RESTAURANT OUTLET EXCEPTIONS

Notwithstanding the language of Section 22.01 of the labor contract, please be advised that the Union will, at any time during the life of that Agreement, consider any proposal by the Employer to establish a restaurant outlet that does not comply with the requirements of Section 22.01.

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

1. The nature of the specific proposal.
2. The reason that the proposal does not contemplate compliance with Section 22.01.
3. Signature's own analysis of the impact on the Signature's overall ability to attract new customers to Signature.
4. The effect on existing jobs and operations.
5. The posture of the new operator toward unionization and Union activities.
6. The relationship between the new operation and Article of the labor contract.
7. The parent company's posture toward unionization at its other facilities in Nevada and elsewhere.
8. What the status is of existing nonunion operations at Signature, if any.

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

FOR THE EMPLOYER:

SIGNATURE CONDOMINIUMS, LLC

By: *Peter Salvi*
Its: SUP & CFO

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: *Rebecca Angelle Klue*
Its: President

By: *Tes D...*
Its: Secretary-Treasurer

SIDE LETTER #7 RE: LARGE PARTY AUTO-GRATUITIES

The parties agree to maintain the large part auto-gratuity per current practice at each outlet, unless large party auto-gratuities are eliminated following completion of the Auto-Gratuity Pilot Program.

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

FOR THE EMPLOYER:

FOR THE UNION:

SIGNATURE CONDOMINIUMS, LLC

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

By: *Peter Pulic*
Its: SVP & CFO

By: *Georgette Aguillo Klais*
Its: President

By: *Terry*
Its: Secretary-Treasurer

**LETTER OF UNDERSTANDING
REGARDING ARTICLE 12: HEALTH AND WELFARE**

The Parties acknowledge and agree that their agreement regarding Article 12 (Health and Welfare) is conditioned upon their agreement that effective as of November 1, 2008, employees covered by the Collective Bargaining Agreement shall not be eligible to participate in (1) any health, dental, vision or prescription drug plan or program, medical or dependent care flexible spending account, or other health or welfare benefit plan or program sponsored or maintained by the Employer, or (2) any voluntary benefit program made available by the Employer to its employees, including but not limited to supplemental income, life, long- or short-term disability, auto, pet or home owners insurance and pre-paid legal services programs.

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

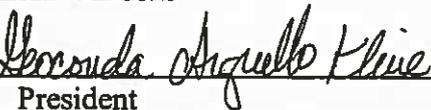
FOR THE EMPLOYER:

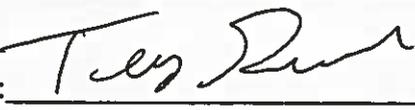
FOR THE UNION:

SIGNATURE CONDOMINIUMS, LLC

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: 
Its: SVP & CFO

By: 
Its: President

By: 
Its: Secretary-Treasurer