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**COLLECTIVE BARGAINING
AGREEMENT**

Between

TRUMP RUFFIN COMMERCIAL, LLC

dba

TRUMP INTERNATIONAL HOTEL LAS VEGAS

and

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

2017 – 2021

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AGREEMENT

THIS AGREEMENT is made and entered into as of the 9th day of January 2018, by and between TRUMP RUFFIN COMMERCIAL, LLC, dba Trump International Hotel Las Vegas (hereinafter, called the "Employer") and its successors and assigns, and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, for and on behalf of CULINARY WORKERS UNION, LOCAL NO. 226, and BARTENDERS UNION, LOCAL NO. 165 (hereinafter, called the "Union").

ARTICLE 1: RECOGNITION AND CONTRACT COVERAGES

1.01. Recognition of the Union.

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

(b) For clarification, "all employees" as used in subsection 1.01(a) includes workers the Employer may obtain from a temporary labor source, employment agency or other source besides the Employer's own hiring process regardless whether the workers are on the Employer's payroll or that of another entity and regardless of the job classifications or titles assigned to them by another entity, as long as they are performing bargaining unit work at the Employer's facility. Temporary workers performing such bargaining unit work are covered by all economic terms and conditions of this Agreement. The Employer shall make contributions to benefit funds called for by this Agreement for all hours temporary workers perform such bargaining unit work. If temporary workers are not on the Employer's payroll, the Employer shall obtain and provide to the Union the same information about such employees as it provides about its own employees pursuant to Section 4.03. The Employer shall also obtain the payroll and personnel records necessary to determine that any temporary workers performing bargaining unit work at the Employer's facility are being paid in accordance with the terms of this Agreement and supply copies to the Union upon the Union's request. The Employer shall not enter into any arrangement with any source of temporary workers unless the Employer has the right under such arrangement to obtain and share with the Union the information described herein and shall terminate any arrangement for temporary workers as soon as it has the legal right to do so if the arrangement does not give the Employer the right to obtain and share with the Union the information described herein. The Employer shall provide to the Union copies of any and all contracts, agreements, purchase orders or other documents evidencing any arrangements existing as of the effective date of this Agreement under which the Employer may obtain temporary employees. The Employer and Union shall immediately form a committee of an equal number of high-level representatives of each party to share fully their information

about the Employer's labor needs for big events and how those needs can be filled and on what terms. The committee shall have the power to amend this Subsection 1.01(b) by mutual consent. This Subsection 1.01(b) shall be effective at the mutual consent of the committee.

1.02. Open and Excluded Classifications.

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

ARTICLE 2: HIRING OF EMPLOYEES

2.01. Hiring Procedure.

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

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

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

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

2.02. Employee Orientation.

At their option the Employer shall give the Union the right to participate in the Employer's employee orientation process for new employees. Union representatives shall be allowed to either participate jointly or immediately subsequent to Employer representatives in giving new employees information about the Union, the collective bargaining agreement and the benefit programs under the agreement. In advance of each orientation meeting, the Employer shall provide the Union with a list of all new employees who will be involved in the orientation, including each employee's name, social security, job title, department and Article 10 category.

The Employer will not make any negative references to the Union during the Employer's interviewing, hiring and orientation processes. The Employer shall not advise applicants or employees as to the need for or desirability of Union membership.

2.03. No Individual Contracts.

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

ARTICLE 3: UNION SECURITY

3.01. Union Shop.

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

3.02. Effect of State Laws.

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

3.03. Check-Off.

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

3.04. Indemnification.

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

ARTICLE 4: UNION REPRESENTATIVES

4.01. Visitation.

(a) Authorized representatives of the Union shall be permitted to visit the Employer's establishment for the purpose of communicating with employees and supervisors regarding Union business and collecting Union dues, assessments and initiation fees. Such visits shall not interfere with the conduct of the Employer's business or with the performance of work by

employees during their working hours. Union representatives will be required to report to the designated office or Security and sign in and wear identification while on the premises 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, Pension Fund or other benefit programs including financial institutions sponsored by Culinary Workers Union 226 or Bartenders Local 165 shall be permitted to visit the Employer's establishment for the purpose of educating bargaining unit employees on the following topics:

1. Enrolling them in the benefits plans
2. Health, wellness, early detection and prevention programs
3. The procedures and best ways to utilize the benefits programs

Such visits will be scheduled at the mutual agreement of the parties and will be held in non-public, 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. Union Stewards.

The Union may select trained Union Stewards from among the employees. Union Stewards may act as Union representatives, or may assist Union representatives in proceedings under Article 20 of this Agreement (Grievance and Arbitration), and the discussion with the Employer's representative of questions or concerns regarding the Employer's work practices and procedures, provided that a designated Union official provides the Union Steward and the Employer's designated representative with specific written authorization permitting the Union Steward to engage in such activity. The Steward shall not engage in the authorized activities described above on paid work time, unless the Employer's designated representative provides specific written authorization to the Union Steward. No employee shall participate in meetings, discussions or other activities with the Union Steward while the employee is on paid work time, unless the Employer's designated representative agrees that the employee should attend on paid work time. Union Stewards engaged in activities authorized by the Union shall comply with the obligations imposed upon authorized Union representatives by Article 4 of this Agreement.

4.03. Employee Information.

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

- (a) By the tenth (10th) day of each month, a list of all employees hired into the bargaining unit or transferred into the bargaining unit during the preceding month, including each

employee's name, social security number, department, job title, home address, phone number, gender, status (full time, part time, etc.), date of hire, date of birth and ethnicity.

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

(c) The reports described in subsections (a) and (b) shall be sent to the Union by fax or mail or downloaded from the Company's FTP site by the Union or uploaded by the Company to the Union's FTP site or via email; after the Union has demonstrated to the Employer that the proper "PGP" security encryption measures exist in the Union's network.

(d) The Employer shall furnish the Union with a quarterly list of all employees in the bargaining unit, including each employee's name, social security number, department, job title, home address, phone number, status (full time, part time, etc.) and date of hire, date of birth and ethnicity. Data regarding employee ethnicity will not be shared with any person, media or entity outside the Union and employee benefit funds. The Union agrees to sign a confidentiality form pertaining to the use of such data. This report shall be in an Excel spreadsheet or in a formatted text format like .csv format, containing header information in any one of the following media:

1. Downloaded by the Union from the Company's FTP site
2. Uploaded by the Company to the Union's FTP site
3. Via e-mail transmission (See 4.03(c) above)
4. CD-ROM

4.04. Union Buttons.

Union buttons may be worn on the job at all times. The Union and the Employer will work together to develop a mutually agreeable pin.

ARTICLE 5: SALARIES AND WAGES

5.01. Weekly Payment.

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

5.02. Gratuities.

All gratuities left by customers are the property of the employees exclusively, except as otherwise noted in this Agreement, and no Employer or department heads not covered by this Agreement shall take any part of such gratuities or credit the same in any manner toward the payment of an

employee's wages. Cash gratuities left by guests checking out of rooms shall be the property of Guest Room Attendants unless otherwise specified by the guest in writing. Except as provided otherwise in this Agreement, employees shall not be required to divide their gratuities with any other person(s), and they shall not be coerced or discriminated against to cause them to do so. The Employer shall not post or display notices restricting gratuities; provided, however, that where the Employer has special events, sales promotions or other functions where the price charged includes gratuities, the Employer may publish and distribute literature, brochures and tickets for same which contain a notice of statement that gratuities are included in such price, if such notice or statement specifies which classifications of employees receive the gratuities.

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

No employee shall solicit gratuities from other employees.

5.03. Terminated Employees.

(a) **Applicable Laws to Article 5, NRS Section 608.020 - Discharge of an Employee - Immediate Payment:** Whenever an employer discharges an employee, the wages and compensation earned and unpaid at the time of such discharge shall become due and payable immediately.

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

1. The day of which the employee would have regularly been paid the wages or compensation; or
2. Seven days after the employee resigns or quits, whichever is earlier.

5.04. Delinquencies.

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

5.05. Deductions and Donations.

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

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

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

5.06. Superior Workmen.

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

5.07. Combination Jobs.

(a) Combination jobs, including pay, shall be in accordance with the Employer's existing practice, as follows. When an employee is assigned to work in two or more classifications in any day, he/she shall clock in/out to change classifications and shall be paid at the classification rate for the actual hours spent clocked-in and performing the duties of the classification. This provision, however, shall not apply in cases of temporary relief for meal and rest periods or other periods of short duration. Further, pursuant to Section 5.09, nothing in this contract shall be construed as limiting the right of the Employer to assign occasional work to any employee in order to ensure the proper and orderly conduct of hotel operations.

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

5.08. Equal Pay.

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

5.09. Classifications.

Both the Union and the Employer agree that providing guests with excellent service is the primary objective of all employees. Employees shall normally perform the work that has been

customarily performed by their job classification at the Employer's hotel. However, nothing in this contract shall be construed as limiting the right of the Employer to assign occasional work to any employee in order to ensure the proper and orderly conduct of hotel operations.

5.10. Gratuities For Large Groups.

A gratuity of eighteen percent (18%) shall be added to checks for parties of six (6) or more in all restaurants for guests paying with cash or credit card. This provision shall not apply to complimented guests.

ARTICLE 6: DISCIPLINE

6.01. Cause for Discharge.

(a) Unless otherwise stated in this agreement, no employee, after having completed the probationary period under Section 19.01, 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 the following:

- (i) dishonesty;
- (ii) incompetence;
- (iii) misconduct;
- (iv) insubordination;
- (v) discourteous conduct toward a guest or an employee;
- (vi) failure to report to work without just cause;
- (vii) walking off the job during a shift;
- (viii) drinking alcohol or using a controlled substance, or being under the influence thereof, during the employee's shift, or unauthorized possession thereof on hotel premises;
- (ix) destruction of property;
- (x) theft;
- (xi) engaging in any form of harassment;
- (xii) sleeping while on duty;
- (xiii) violence or threats of violence;
- (xiv) possession of firearms, explosives or illegal weapons on company property; and

- (xv) solicitation of gratuities.

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

(b) Where there is reasonable cause to believe that an employee is under the influence of alcohol or a controlled substance, the employee, after being notified of the contents of this subsection, must consent to an immediate physical examination at an independent medical facility or suffer the penalty of discharge. The Employer shall pay for the cost of the examination, and the employee shall be paid for all time required for the examination. A blood alcohol level of .10 provides an absolute presumption that an employee is under the influence of alcohol. In the event the State of Nevada lowers the legal presumption of intoxication below the .10 level, the contract shall automatically be amended to reflect the lower level. 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.

6.02. Warning Notices.

Warning notices issued to employees must specify the events or actions for which the warning is issued. Warning notices shall be issued to employees as soon as possible after the Employer is aware of the event or action for which the warning notice is issued and has a reasonable period of time to investigate the matter. 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.

6.03. Time of Discharge.

No employees shall be discharged on his/her day off or while on vacation.

6.04. 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. Suspensions for offenses listed under Article 6.01(a) shall not be removed from the employee's personnel file.

ARTICLE 7: REPORTING PAY

7.01. Reasons for Payment.

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

for the employees' scheduled shift, provided, however, that where an employee is sent home after commencing work because the Employer cannot present scheduled entertainment due to bona fide illness or disability of the entertainer or entertainers to perform, the employee shall be paid for the hours actually worked or four (4) hours, whichever is greater.

7.02. Discharged Employees.

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

7.03. Early Shift Release.

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

ARTICLE 8: DISCRIMINATION AND LIE DETECTOR TESTS

8.01. Prohibited Discrimination.

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

8.02. Lie Detector Tests Prohibited.

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

8.03. Confessions or Statements.

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

8.04. Bondable Status.

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

ARTICLE 9: WORK SHIFTS, WORKWEEK AND OVERTIME

9.01. Shift and Weekly Overtime.

(a) For the purposes of computing overtime only, eight (8) hours shall constitute a full shift based on a five (5) day workweek; ten (10) hours shall constitute a full shift, based on a four (4) day workweek; and six (6) hours or less shall constitute a short shift. All work performed in excess of eight (8) hours or ten (10) hours, if applicable on one (1) workday, or in excess of forty (40) hours in a week shall constitute overtime and shall be paid for at time and one-half (1-½X) the employee's straight time hourly rate of pay. Except as provided for in Section 10.07, work performed on an employee's sixth (6th) and seventh (7th) consecutive days of work shall be paid for at time and one-half (1-½X) and two and one-half times (2-½X) the employee's straight-time hourly rate of pay respectively. Overtime shall not be paid under this Section for more than one reason for the same hours worked. Holidays not worked and paid for at straight-time under Section 12.02(a) of this Agreement shall count as a shift for the purposes of Section 9.03(a). Employees absent for personal reasons on any one or more of their first five (5) scheduled days of work in their workweek may work at the Employer's request on a scheduled day off in the same workweek at straight-time.

Ten (10) hour shifts may be scheduled for employees in all classifications, except for Cooks, Utility Porters, and Housekeeping classifications (excluding Preventative Maintenance workers, who work ten (10) hour shifts), who may voluntarily agree to be scheduled for ten (10) hour shifts. Except as provided for in Section 10.07, all work performed by an employee with a ten (10) hour shift on that employee's fifth (5th) consecutive day of work will be paid at time and one-half (1-½X), on that employee's sixth (6th) consecutive day of work will be paid at two times (2X), and on that employee's seventh (7th) consecutive day of work will be paid at two and one-half times (2-½X) the employee's straight-time hourly rate of pay respectively.

In the event an employee requests to change their regular work schedule and overtime pay would be required under this article, if the Employer grants the requested schedule change, the overtime provisions of this article would not apply for the employee that made the request. If the employee-requested schedule change involves more than one employee, i.e. trading days off, then all employees involved must waive their right to overtime under this provision.

(b) The workweek for on-call and part-time employees shall coincide with the Employer's workweek. If an on-call or part-time employee works more than forty (40) hours in a workweek or more than eight (8) hours in a shift, overtime will be paid at the appropriate overtime rate. Also, if an on-call or part-time employee works a consecutive sixth (6th) or seventh (7th) day in the same workweek, overtime shall be paid for such sixth (6th) and seventh (7th) consecutive days as provided for above.

9.02. Days Off.

The Employer supports the principle of providing its employees with two (2) days off, or three (3) days off for employees on a ten (10) hour per day schedule, during each seven (7) day workweek. The Employer will make a reasonable, good-faith effort to schedule days off consecutively, except that when business conditions dictate, the Employer may split them. An employee may voluntarily elect to split their days off, which must be approved in advance by

the Employer. An employee who works on a scheduled day off shall be paid in accordance with Section 9.01. This Section shall not apply to Relief, On-Call, Extra, or Part-time employees.

9.03. Guaranteed Work.

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

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

COOKS AND UTILITY PORTER CLASSIFICATIONS except Utility Porters for banquets and private parties;

HOUSEKEEPING CLASSIFICATIONS;

BAR CLASSIFICATIONS except Banquet Bartenders and BARTENDERS serving hospitalities and cocktail parties;

2. Not less than four (4) or five (5) full or short shifts as defined in Section 9.01 for Host Persons, for all Food and Cocktail Server classifications, and for all Bus Person classifications.

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

1. The first week of employment, including the first week of active employment on return from absence from work or layoff.
2. The week in which an employee begins his/her vacation or other absence from the job if said vacation or absence does not begin at the end of the employee's scheduled workweek.
3. Shift changes brought about by senior employees bidding in accordance with Section 19.04.
4. The first and last week of employment for employees hired to provide relief for vacations or other absences from the job.
5. Where the Employer, Union and the employee have mutually agreed that the employee would be scheduled for and work less than the contractually provided for workweek and/or shift.
6. When the Employer's establishment or any part thereof is closed as a result of an Act of God, mechanical failure, fire or failure of an entertainer to perform.

7. When the Employer closes any part of its establishment for any reasons other than those stated in paragraph 6 and notice thereof is given to affected employees at least two (2) weeks in advance.

9.04. Split Shift.

(a) Split shifts shall be allowed only for Food Servers, Bus Persons, and Runners. The split shift shall be eight (8) hours within eleven (11) hours, with one (1) split. Any employee working a split shift shall receive two dollars (\$2.00) per shift in addition to the regular rate of pay.

(b) For employees working in distressed venues as specified in Section 10.07, the Employer may schedule split shifts for Relief, On-Call, and Part-Time employees, provided (i) there shall be no more than four (4) hours between the segments of a shift and (ii) all shifts (continuous and split) for Relief employees shall be bid by seniority as provided in Section 19.04.

9.05. Posting.

The Employer shall post each week, in a conspicuous place in each department available to Union representatives, a work schedule showing the first and last name and classification of each employee, and specifying days off and starting and finishing time, and house and classification seniority dates. When employees not originally scheduled to work during any week are later called into work during that week, their names and classifications and seniority dates shall be added to the posted work schedule not later than the end of the first shift they work. Social Security numbers will be provided to the Union upon request.

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

ARTICLE 10: REGULAR, RELIEF, ON-CALL, PART-TIME, EXTRA, AND SEASONAL EMPLOYEES

10.01. Regular Employee.

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

10.02. Relief Employee.

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

10.03. On-Call Employee.

An on-call employee is an employee scheduled to work on an as-needed basis, subject to staffing needs, occupancy, and business demands, and whose work is not guaranteed under the terms of Section 9.03 of this Agreement. On-call employees shall not be covered by Articles 11 and 12, nor by Section 23.02. On-call employees shall be offered all on-call work in the order of their seniority amongst themselves before extra employees are hired.

10.04. Extra Employee.

An extra employee, as distinguished from an on-call or part-time, is a temporary or part-time employee who is hired for pre-designated shifts (which pre-designated shifts shall be communicated to the hiring hall) to perform work in addition to or as vacation or temporary absence replacement for regular and relief employees already employed by the Employer. The pre-designated period may be extended where the replacement or supplemental period is extended upon agreement with the Union. Such agreement by the Union will not be unreasonably withheld. Extra employees shall not be covered by Articles 6, 11, 13 and 20, nor by Section 9.03, 12.02(a), and 23.02.

10.05. Part-time Employee.

A part-time employee is an employee who is carried on the Employer's regular payroll but whose work is not guaranteed under the terms of Section 9.03 of this Agreement.

10.06. Seasonal Pool Food and Beverage Employees.

A seasonal employee is an employee hired as a temporary employee to work in the Employer's pool food & beverage 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 cocktail servers, pool bartenders, pool apprentice bartenders, pool food servers, pool bus persons, pool runners, pool cooks, and pool stewarding workers. Seasonal employees shall not be covered by Articles 6, 11, and 20, nor by Section 9.03, 12.02(a), and 23.02.

10.07. Staffing for Distressed Food and Beverage Venues.

(a) During the term of this Agreement, the Employer may implement the conditions set forth in this Section in any buffet, coffee shop, room service or other food and beverage operation that the Employer and the Union agree is experiencing such stress that it may close or suffer a serious cut in style or hours of operation or in size. The venues included are listed on Exhibit B which may be amended from time to time to add venues as provided below.

(b) In addition to regular full time, on-call, and part-time job categories, the Union and Employer have agreed to implement the job category of Full Time Flex as defined in this Section for all food and beverage job classifications (except the Utility Porter classification) in the venues identified on Exhibit B (to include the kitchen areas dedicated to each such venue). The Parties agree to meet within thirty (30) days after the yearly anniversaries of this Agreement to discuss the Full Time Flex category and any related issues. It shall be presumed that any new cafe, buffet and room service venue shall, at the request of the Employer, be added to Exhibit B upon opening to the public. Upon the Employer's request, the Parties will meet and discuss the inclusion of additional venues on Exhibit B. However, if the Employer seeks to add venues and/or additional kitchens to the list, including fine dining venues, it shall provide the Union with relevant information demonstrating that the venue is or is becoming economically distressed and the venue may be added to the list by mutual agreement of the Employer and the Union.

(c) A Full Time Flex employee is carried on the Employer's regular food and beverage payroll and guaranteed a work schedule consisting of a thirty (30) hour work week made up of no more than six (6) shifts of four (4), six (6), eight (8) or ten (10) hours. Work performed by a

Full Time Flex, on-call, or part-time employee working in a distressed venue on the employee's seventh (7th) consecutive day of work shall be paid for at two and one halftimes (2-1/2X) the employee's straight time hourly rate of pay.

(d) Employees classified as Full Time Flex shall not exceed forty percent (40%) of the total number of bargaining unit employees in each classification employed by Employer in the venues identified on Exhibit B. Full Time Flex employees shall be offered additional work which becomes available before such work is offered to on-call or part-time employees (so long as such work would not result in the employee incurring overtime).

(e) When a full-time flex category is first introduced into a venue, the Employer will determine the number of full time, Full Time Flex, on-call, and part-time positions needed in each classification.

1. If the staffing levels established by the Employer include a reduction in the number of regular full time positions, the Employer will provide regular full time employees the opportunity to volunteer to move to a Full Time Flex position in their classification. If there are no or insufficient volunteers, the most senior employees in the classification shall remain regular full time employees and the remainder shall be re-classified as Full Time Flex.

2. If available Full Time Flex positions are not filled by reclassification of regular full time employees, such positions will be posted for bid for on-call and part-time employees in the classification and shall be awarded by seniority in their classification.

3. If an insufficient number of on-call and part-time employees bid on open Full Time Flex positions, such positions will be posted for promotional bidding.

4. An on-call or part-time employee who does not obtain or accept a Full Time Flex position will remain as an on-call or part-time employee.

(f) The Employer may cross-utilize employees in all cooking and runner classifications to work in more than one of the venues listed on Exhibit B either during the same shift or during the same work week. The Employer may also continue its current cross-utilization practices with respect to venues whether or not listed on Exhibit B.

(g) As provided in 10.07(a), the Employer and the Union may mutually agree to extend the terms of this section to newly opened venues, to restaurants other than buffets or coffee shops, or all or any combination of these.

(h) A committee composed of Union and Employer representatives shall develop a joint program to inform bargaining unit employees and managers about the provisions relative to distressed venues, including recall rights, and then to monitor the implementation of this Section 10.07 to address any issues that arise during and after implementation.

(i) Recall rights for employees laid off from distressed food and beverage outlets.

1. Employer shall recall any employee who was laid off on or after January 1, 2017, as a result of the elimination of shifts, reduction of hours or closing of any food and beverage outlet identified on Exhibit B (a "Laid-Off Employee") to the same outlet from which the employee was laid off if, the Employer (a) elects to implement the conditions set forth in this Section 10.07; (b) restores shifts, expands hours of operation, or reopens the outlet; and (c) adds additional staff. Provided, however, that for the purposes of this Section only, in the event a closed outlet reopens as a new outlet, Laid-Off Employees are only eligible for recall if the new outlet is similar in operations and in style of service to the prior outlet. For example, a casual dining outlet that reopens as a fine dining outlet would not be considered similar in operations or style of service. The parties shall agree upon a list of Laid -Off Employees eligible for these extended recall rights (the "Extended Recall Rights List") which shall be attached hereto as Exhibit A. Any employee who should have been on the Extended Recall List but was left off accidentally shall be added to the list for future job opportunities by mutual agreement of the parties. However, anyone added to the list pursuant to this Section shall not be entitled to any compensation for any act or omission resulting from not being on the list previously (i.e. back pay, back benefits or benefit fund contributions), shall not have any right to displace any recalled or working employee, and the Union will not process any grievance relating to an employee being left off the list.

2. The Employer shall send a recall notice via certified mail, return receipt requested, to each eligible Laid-Off Employee in the affected outlet to the employee's last known address or alternative address supplied by the Union (if any) no fewer than forty-five (45) days before posting available positions, or as soon as practicable thereafter, once staffing needs are determined. The Employer shall simultaneously give copies of all recall notices to the Union. A Laid-Off Employee must respond to a recall notice within fourteen (14) days of the date the recall notice was mailed to the employee in order to be entitled to recall. Any Laid-Off Employee who fails to respond as directed in the recall notice within fourteen (14) days, or who declines to be recalled, shall be permanently removed from the Extended Recall Rights List and his/her seniority and continuous service terminated.

3. Laid-Off Employees shall only be recalled to openings in the same classifications they held in the outlet at the time of layoff, in order of classification seniority and with priority over all other applicants, internal or external. After Laid-Off Employees in each classification have accepted recall to their classifications, if there are fewer available positions in a classification than there are Laid-Off Employees who accepted recall, such employees may apply for open, available bargaining unit positions in the outlet. The Employer shall select any Laid-Off Employees in order of house seniority who apply for said vacancies ahead of all other internal or external applicants, provided they are qualified to do the work at the time the vacancy exists.

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

EXHIBIT A - EXTENDED RECALL LIST

To be agreed upon by the parties under separate cover.

EXHIBIT B

DJT

Pool (H2(EAU))

Room Service (In-Suite Dining)

ARTICLE 11: VACATIONS

11.01. Amount of Vacation.

The Employer provides paid vacation for full-time and part-time employees and encourages them to utilize this benefit. Vacation is paid at the employee's rate of pay at the time vacation leave is taken.

Full-time and part-time employees begin to earn vacation days on their hire date. Vacation days may not be taken until the completion of 90 days of continuous employment. Employees do not accrue vacation days during any unpaid leave of absence, including FMLA leave. Part-time employees accrue on a pro-rata basis in accordance with the number of days/hours worked per week. Vacation will be based upon the hours employees are regularly scheduled to work during the past anniversary year. Vacation will be compensated at regular straight-time rate of pay as of the date vacation is taken. Employees are encouraged to take time off. Employees are responsible for taking time off; days in excess of maximum carry over will be forfeited.

Upon termination of employment, employees will be paid for any accrued and unused vacation days in accordance with applicable law.

Vacation is earned as follows:

Full-Time and Part-Time:

Years of Employment	Hours earned per 80-hour Pay Period	Max Days Earned Per Year
Year 1	1.5385	5
Years 2-4	3.0769	10
Years 5+	4.6154	15

The maximum number of carryover days during a year is as follows:

Years of Employment	Max Days / Hours Accrued Each Year	Maximum Carryover Days/Hours @ Anniversary Date
Year 1	5 days/40 hours	2 days/16 hours
Years 2-4	10 days/80 hours	5 days/40 hours
Years 5+	15 days/120 hours	6 days/56 hours

11.02. Break in Employment.

A change in ownership of the Employer shall not break an employee's continuity of service for the purpose of vacation eligibility. Except as provided otherwise in Section 19.05, time absent from work while on authorized leave of absence or while on layoff shall not break an employee's continuity of service. Neither time absent from work while on authorized leave of absence nor while on layoff shall change an employee's anniversary date. Time absent from work while on authorized leave of absence or while on layoff shall be counted as months and years of continuous service in computing the number of weeks of paid vacation due and for all purposes of vacation eligibility. Provided, however, that the amount of paid vacation due an employee in a particular anniversary year will be reduced on a pro rata basis to reflect any time absent from work while on authorized leave of absence or while on layoff in excess of a total of thirty (30) days during the twelve (12) months immediately preceding the employee's anniversary date.

11.03. Time of Taking Vacation.

Vacation shall be taken in accordance with the Employer's existing vacation practices, as follows. Vacation time may not be used until it is earned. Vacation time must be used in eight-hour increments. When requesting vacation time, the employee should submit the request at least two (2) weeks in advance. Requests for vacation time with less notice except for illness will be considered only if there is an unforeseen emergency. The Employer may waive the notice period when business is slow and/or when the Employer is encouraging employees to take paid time off.

Written requests for vacation time will be handled on a first-come, first-served basis. Decisions to approve vacation time will be based on the staffing requirements needed to maintain hotel service levels. If multiple requests for vacation time are received at the same time, preference will be given based on seniority. However, once a vacation request is approved, it will not be changed because an employee with more seniority subsequently requests that same time off.

11.04. Vacation Pay.

Vacations pay shall be paid to employees in accordance with the Employer's existing vacation pay practices, as follows. Vacation pay shall be computed on the basis of the employee's current rate of pay at the time the vacation is taken; provided, however, that if an employee is regularly

scheduled to work in two (2) or more classifications with different rates of pay, the employee's vacation pay shall be computed based on the rate of the employee's primary job classification. Vacation pay shall be paid on the next regularly scheduled pay date for the payroll cycle in question.

ARTICLE 12: HOLIDAYS

12.01. Recognized Holidays.

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

New Year's Day	January 1 st
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th
Employee's Birthday	

12.02. Holiday Pay.

(a) Holiday pay shall be paid in accordance with the Employer's existing holiday pay practices, as follows. Regular and relief employees shall be paid one (1) day's pay at their straight-time hourly rate of pay for each holiday as set forth in Section 12.01 on which they perform no work. The number of hours constituting one (1) day's pay to the employee is calculated based on the average number of hours paid to the employee in the 90 days preceding the holiday.

(b) Employees who work on any of the holidays shall be paid their holiday pay as set forth in Section 12.01 and shall also be paid their straight-time hourly rate of pay for work on such holidays.

12.03. Failure to Report.

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

(b) If the employee is absent from work the day before and/or after a holiday, holiday pay may be refused.

ARTICLE 13: LEAVE OF ABSENCE

13.01. Military Leave

It is the policy of Employer to comply with applicable laws regarding military leaves of absence for eligible employees. If an employee is called to active duty or to Reserve or National Guard training, the employee should provide a copy of the employee's orders to the Human Resources Department as soon as possible. The employee will be granted an unpaid military leave of absence for the period of military service or military training, in accordance with applicable

federal, state and local law. Upon completion of military duty, eligible employees will be reemployed by the Hotel in accordance with applicable federal, state and local law.

13.02. Family and Medical Leave

It is the policy of the Employer to create and maintain a positive working environment and to provide a fair and consistent basis for granting a leave of absence to employees.

The Employer will grant time off, without pay, to all eligible employees for certain medical and family reasons, in accordance with the Family and Medical Leave Act ("FMLA"), which allows eligible employees to take up to twelve (12) weeks of job-protected leave per twelve (12) month period. The Employer will follow its existing FMLA leave practices, pursuant to the Employer's FMLA policy, as set forth in Exhibit 8 attached to this Agreement.

13.03. Unpaid Personal Leave

The Employer may, in its sole discretion, grant an eligible employee an unpaid personal leave of absence for special reasons. Requests for unpaid personal leaves of absence should be submitted to the Director of Human Resources for review and approval.

Leaves of absence without pay or benefits shall be granted to up to four (4) employees for the purpose of accepting employment with the Union, provided that 1) the leave may not exceed one (1) year without the mutual agreement of the Employer, the Union and the employee; 2) only one employee may take such leave from any one (1) department at any time during any one (1) year period; 3) the employee on Union employment leave shall not return or be assigned to any property owned and/or operated by his/her Employer for the purpose of engaging in Union business; and 4) while his/her seniority with the Employer will continue to accrue while on this leave, it shall not accrue for vacation entitlement purposes.

13.04. Bereavement Leave.

In the case of death of a relative, full-time employees who have completed their introductory period are entitled to a maximum of three (3) days or 24 hours of paid absences. For purposes of funeral leave, immediate family is defined as:

- | | |
|---|---------------------------|
| Spouse | Parent |
| Domestic Partner | Step Parent |
| Grandparents | Grandchildren |
| Child | Brother |
| Step-Child | Step-Brother |
| Sister | Mother- or Father-in-Law |
| Step-Sister | Sister- or Brother-in-Law |
| Any individual legally acting in one of the above capacities. | |

Eligible Full-Time employees must satisfy all requirements and obligations established by the Employer in order to receive payment for bereavement leave.

13.05. Time Off to Vote.

The Employer considers voting in a local, state or national election to be a civic duty. Employees should be able to vote on their non-working time by voting before or after their shift or by obtaining an absentee ballot. Should an employee be unable to vote during non-working time, upon request he/she shall be given time off, without pay, to vote in accordance with applicable law. The employee's supervisor shall decide when, during the shift, the employee will be permitted to leave the premises to vote, unless specifically regulated by state law.

To minimize staffing issues, employees must provide advance notification of the need for time off to vote. Advance notification means notice prior to the day of a General or Special election.

ARTICLE 14: MEALS

14.01. Meals Furnished By Employer.

For the convenience of the Employer, all employees covered by this Agreement shall be required to take their meals provided by the Employer, on the premises, in the areas designated by the Employer. The Employer shall allow each employee one (1) uninterrupted unpaid meal period of thirty (30) minutes on the employee's time. The meal period will normally be provided as close to the middle of the employee's shift as possible.

14.02. Number of Meals.

All employees scheduled to work shall be provided one (1) meal per shift, so long as such meal is provided in a dining room maintained by the Employer for the use of, and normally used by, all employees of the Employer, offering a daily variety of hot and cold choices for all meals in a clean, pleasant, dining room-like setting. Should such conditions not be met, employees working a full shift shall be provided with two (2) meals per shift.

ARTICLE 15: UNIFORMS AND FACILITIES

15.01. Uniforms Furnished by Employer.

(a) The Employer furnishes its associates in the Housekeeping and Food & Beverage departments with uniforms and/or clothing items to be worn while on the job.

(b) The number of sets of uniforms may vary by job or department from three (3) to five (5) sets of uniforms per full-time employee, and two (2) sets of uniforms for on-call employees.

(c) The Employer pays for the uniforms. Employees are not responsible for paying for their uniforms and do not make any form of uniform "deposit," but must return their uniforms to the Employer at separation of employment.

(d) The Employer does not furnish or pay for the employees' standard work shoes, which must coordinate with the uniform and adhere to safety standards. Generally, this means the shoes should be black in color and non-slip for safety purposes.

(e) Employees are permitted, if desired, to take their uniforms home each day so that they may change into their uniforms at home prior to arriving at work. Employees who take their uniforms home are responsible for maintaining them in clean condition.

(f) The Employer regularly launders the associate uniforms at no cost to the associates to ensure the associates have clean uniforms for work.

(g) Employees may be responsible for paying for any damaged to uniforms through negligence (not normal "wear and tear"), but such situations have rarely ever arisen at the Hotel.

15.02. Care of Uniforms and Clothing.

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

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

15.03. Facilities for Employees.

(a) Except as provided otherwise in paragraph (b) of this Section, the Employer shall provide individual lockers with locks or secure locker bags for all employees, and shall also provide and maintain in a clean and sanitary condition private dressing areas. Except for normal wear and tear, employees shall be responsible for loss of or damage to lockers, locker bags, locks and keys furnished by the Employer, provided that such loss or damage is the fault of the employee. No representative of the Employer shall open an employee's locker or locker bag unless the employee or a Union representative is offered an opportunity to be present. When existing lockers are replaced or new lockers are installed in new or expanded locker room facilities, such new or replaced lockers shall be of reasonable size to accommodate the storage of employees' clothing and belongings. Locker bags shall be of reasonable size to accommodate the storage of employees' clothing and belongings.

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

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

15.04. Theft.

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

ARTICLE 16: MISCELLANEOUS

16.01. Guest Room Attendants.

(1) The Housekeeping Credit Quota for Guest Room Attendants (“GRAs”) shall be thirteen (13) room credits per shift. The following sets forth the type of rooms with corresponding number of credits:

- Studio – 1 credit
- One-bedroom Suites – 2 credits
- One-bedroom Penthouse – 3 credits
- Two-bedroom Penthouse – 5 credits
- Three-bedroom Penthouse – 6 credits

The Employer shall maintain its existing practices for reducing room credits, including for checkouts, floor travel, and extra-dirty rooms.

Reduction for Checkouts:

Checkout Credits:	Reduction in “Credits”:
8 or 9	2
10	3; no stayovers will be added to assignment

Travel Policy:

Number of Floors:	Reduction in “Credits”:
Travel to 2 floors and then assigned to a third	1
Travel to 3 floors and then assigned to a fourth	2

The reductions for checkouts and floor travel listed above do not apply in situations when the Employer substitutes rooms to replaced “Do Not Disturb,” “refused service,” or “late services” rooms.

(2) The foregoing quota and reductions shall not apply to GRAs when assigned to clean rooms occupied by Hilton Grand Vacation Club (HGVC) guests, in which case such quota shall be eight (8) room credits per shift, no credit reductions shall apply, and the Employer will maintain its existing practices. The following sets forth the type of rooms with corresponding number of credits:

- Studio – 1 credit
- One-bedroom Suites – 2 credits
- One-bedroom Penthouse – 3 credits
- Two-bedroom Penthouse – 5 credits
- Three-bedroom Penthouse – 6 credits

In accordance with existing practices, when there are an insufficient number of HGVC guest occupied rooms, the Employer may assign the GRAs substitute non-HGVC guest occupied

rooms; and two (2) credits of rooms occupied by HGVC guests shall be the equivalent of three (3) credits of rooms occupied by non-HGVC guests.

(3) Swing/PM/Turndown GRAs. GRAs on the swing and overnight shifts will perform a variety of housekeeping-related tasks including, but not limited to, cleaning rooms, performing turn services, stocking carts, and making up rollaways.

16.02. Room Service.

(a) The Employer's In-Suite Dining ("ISD") Department is composed of Servers, Bussers, and Dispatchers.

(b) The distribution of the gratuities in ISD are based on a standard service charge of eighteen percent (18%) on food and beverage items, plus any additional gratuity left by guests.

(c) The eighteen percent (18%) service charge is pooled and paid as gratuity to ISD associates, as follows: 83.33% is paid to the Server(s), 5.56% is paid to the Busser(s), and 11.11% is paid to the Dispatcher(s). These amounts are divided proportionally and paid based on the number of hours worked by each employee.

(d) Any additional gratuity a guest adds to a check is not pooled and is instead payable only to the ISD Server who delivered the food and beverage to the guest.

(e) ISD associates are paid gratuity through regular bi-weekly payroll.

(f) ISD associates are also responsible for delivering in-suite food amenities as a welcome to guests. The associates receive from the Hotel a \$2.00 "tip" for each such guest room delivery.

16.03. Break Periods.

Employees are permitted a 10-minute compensable rest period for each four (4) hours of work. Employees who voluntarily work through their break period(s) will not be permitted additional compensation. Failure of hourly employees to return on time from breaks will require management to take disciplinary action and deduct pay for time missed.

16.04. Parking.

The Employer shall provide for employees, without charge, a parking area on the Employer's premises or on property in a reasonable proximity to the Employer's premises, which is periodically monitored and patrolled by a security officer.

ARTICLE 17: BANQUETS

17.01. Banquets Employees.

The Banquets employees are compensated based on an hourly wage, plus gratuity, at the following rates:

Banquet Server	\$10.00
Banquet Bartender	\$14.12
Banquet Captains	\$11.03

Gratuities are based on a standard service charge of twenty-one percent (21%) of the total charges for food and beverage at Banquets events. For sponsored or promotional events, the servers are paid gratuity based on twenty-one percent (21%) of the menu price.

The twenty-one percent (21%) service charge is divided and paid as gratuity, as follows: Eighty percent (80%) is paid to the Server(s), Bartender(s), and Captain who worked the event; and twenty percent (20%) is paid to Banquet management.

All of the gratuity payable to the Servers, Bartenders, and Captain is pooled and divided proportionally based on the number of hours worked by each employee for the event. The Banquet employees are paid the gratuity through regular bi-weekly payroll. The Hotel shall exert its best efforts to provide the employees with information regarding the event revenue and their respective share in gratuities on the day immediately following the event.

Banquet employees are not guaranteed a specific amount of hours per event. The employees are almost always scheduled for at least two (2) hours for breakfasts, three (3) hours for luncheons, and four (4) hours for dinners.

Banquet employees are not paid a per-head additional amount for serving guests in excess of twenty-five (25). As a matter of practice, however, it would be unusual to serve that many guests.

Banquet employees are provided a meal and an unpaid meal period during their shift.

Banquet employees do not perform setup of and teardown of event space, which is handled by the Employer's Stewarding Department.

ARTICLE 18: COMPLIMENTED GUESTS

18.01. No Guaranteed Gratuity

On those occasions when individuals or members of a group are provided with food and/or beverages in a public room, which are complimented by the Employer, there shall be no guaranteed gratuity; provided, however, that the Servers who provide service shall be given the opportunity to present a check to the guest or guests being complimented. In all instances of complimented guests, except those who are staying at the Employer's hotel and who are

complimented when they check out, the checks presented by Servers shall contain the words in prominent letters "Complimentary - Gratuity Not Included."

ARTICLE 19: SENIORITY

19.01. Probationary Period.

An employee will be considered as a probationary period employee until he/she has completed the initial orientation session(s) and ninety (90) days of work after his/her most recent date of hire by the Employer, after which his/her seniority shall date back to his/her most recent date of hire by the Employer. A probationary employee may be terminated at the discretion of the Employer, and such termination shall not be subject to the grievance and arbitration provisions of this Agreement. Probationary employees are not eligible for leaves of absence. The above probationary period may be extended by mutual agreement of the Employer and the Union.

19.02. Definition of Seniority.

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

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

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

(d) The Employer will conduct lotteries for individual seniority among the effected employees that house or classification seniority fall on the same date.

19.03. Layoffs and Recalls.

(a) In the event of layoffs due to a reduction in force, probationary employees within the affected classification(s) will be the first to be laid off. Employees will be laid off from and recalled to their regular job classifications in accordance with their house seniority, provided they have the qualifications to perform satisfactorily the work available in their regular job classification. It is the responsibility of the employee to advise the Employer of a change in either address or telephone number. In accordance with their seniority, employees in layoff status will be offered, but not required to perform (subject to subparagraph [c]), all extra work in their classifications except for banquets or parties, before Extra employees are hired, before on-call and part-time employees are offered such work, and, to the extent practical, before regular and relief employees are assigned to work their sixth (6th) day; provided, however, that such employees who are offered and accept extra work shall be paid as Extra employees for such work in accordance with Section 10.04, but shall not be covered by the provisions of Section 9.03. For employees laid off without reasonable expectation of recall within sixty (60) days, the Employer shall provide employees with notice of vacancies (by posting or otherwise), and employees on layoff may apply for these vacancies. Employer shall select employees on layoff, who apply for said vacancies, provided that they are qualified to do the work. Employees must

successfully complete a ninety (90) day probationary period. Employee's recall rights shall be unaffected by the operation of the above provision.

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

(c) Employees to be laid off in accordance with Section 19.03(a) may be laid off without regard to their respective house seniority as each completes his/her current workweek. At the time of layoff the employee shall state availability or non-availability for extra work; where the employee indicates availability, the employee shall not be called for extra work after he/she refuses two (2) out of seven (7) offers. Notwithstanding the foregoing, an employee may declare unavailability for extra work for a definite period while on layoff.

(d) Specialty/Gourmet Room Cooks will not be laid off under the terms of Section 19.03(b) where they are immediately qualified to perform the work of cooks in their classifications in other kitchens, provided they have sufficient classification seniority to displace cooks in other kitchens.

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

(1) If a position is restored less than 90 days of when it was eliminated, and if the person who held it is still actively at work, the person is returned to the position, or if the person who held it is on layoff, the most senior person on layoff is recalled to it, except that if multiple people on layoff are to be recalled at about the same time to several positions that have been restored or created, and the person who formerly held the position is one of those to be recalled, then the person is returned to his/her former position regardless of the relative seniority among those to be recalled.

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

(3) Employees who obtain a position by bidding shall not be eligible for another transfer under this subsection or under Section 19.04(b) for six (6) months. Those who are transferred to a position without bidding remain eligible for transfer under those provisions.

19.04. Promotions and Preference for Shifts.

(a) When the Employer promotes an employee to another classification, the Employer will consider the employee's seniority, qualifications to perform satisfactorily the work in the other classification, and prior performance; and provided further, any employee, before being promoted to the classification of Bartender, must have passed the craft examination for

Bartenders conducted by the Union. Where qualifications to perform the work in the other classifications are relatively equal among employees, the senior employee shall be the one promoted. The Employer shall encourage internal bidding in order to maximize promotional opportunities to permanent vacancies, but the Employer's promotion decision shall be deemed to be valid unless arbitrary, capricious or discriminatory. An employee who has successfully completed the course of training offered by the Southern Nevada Joint Management Culinary & Bartenders Training Fund for a promotional position, or the Employer's in-house training program, shall be deemed qualified for such position. For purposes of this paragraph (a) and Article 19 of this Agreement, a "promotion" shall be deemed to be a transfer from one classification to another, regardless of any change in compensation. Any permanent vacancy that is not filled pursuant to Sections 19.04(b) or (c) of this Agreement, and which would constitute a "promotion" compared to another bargaining unit classification, shall be filled in accordance with this section, provided there is a qualified bidder. Permanent vacancies to be filled by promotion under this paragraph shall be posted for seventy-two (72) hours near the employees' time clock or other location to which employees have regular access. The Employer may fill the vacancy temporarily during the posting period. An employee promoted under this section who cannot perform satisfactorily the work of the job to which promoted, shall be transferred back to his/her former job, shift and station within thirty (30) shifts worked after the date of the promotion.

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

(c) On-call and Part-time employees. The Employer shall offer to on-call and part-time employees in a classification, in accordance with their on-call or part-time classification seniority, the first two out of every three permanent vacancies in that classification, after employees in that classification have exhausted their rights under Section 19.04(b) of this Agreement. Every third such vacancy will be filled by promotion as provided in Section 19.04(a) of this Agreement. On-call and part-time employees will have the same rights as other employees to bid for promotions using house seniority from original date of hire (as provided in Section 19.04). On-call and part-time employees who become regular or relief employees shall not be required to serve a new probationary period provided that the transfer is

within the same classification. If an On-Call or Part-time employee becomes a regular or relief employee, their classification seniority shall date from most recent date of transfer into their present classification on a full-time basis, and house seniority shall date from original date of hire.

19.05. Break in Continuous Service and Seniority.

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

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

19.06. Notification.

An employee who is to be recalled to work by the Employer under Section 19.03 shall be notified to return to work by the Employer advising the employee by telephone, certified mail return receipt requested, or other available means of communication of the date and time the employee is to report, and by confirming such communication by certified mail return receipt requested to the employee's current address of record on file with the Employer. A copy of the confirmation letter shall be sent to the Union. Reasonable advance notice must be given an employee being recalled. If such employee fails to report to work within forty-eight (48) hours after the time specified for the employee to report, the employee's seniority and continuous service shall be terminated, and the Employer shall be free to hire a replacement in accordance with Article 2 of this Agreement.

ARTICLE 20: GRIEVANCES AND ARBITRATION

20.01. Definition.

For purposes of this Agreement, a grievance is a dispute or difference of opinion between the Union and the Employer involving the meaning, interpretation, application to employees covered by this Agreement.

20.02. Step One Process and Time Limits for Filing Grievances.

(a) Step One Process. The Employer and the Union agree to implement (if they have not already done so) a Step One Process for complaints and disputes related to individual disputes raised by an employee. The Step One Process gives responsibility to employees, union shop stewards and front line management to resolve workplace problems directly, quickly and cooperatively. The Step One Process is designed to reduce the level of formalism in the grievance procedure.

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

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

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

The Parties agree to provide jointly the required Step One Process training to current management personnel (including third party operators involved in the administration and application of this Agreement) and shop stewards by July, 2017. 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 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 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 know to them which bear on the grievance.

(c) **FORMAL ARBITRATION.** Any grievance not settled by the Board of Adjustment may be referred to arbitration by written notice by the party who filed the grievance within twenty (20) calendar days of the Board of Adjustment. Representatives of the Employer and the Union may agree to select an arbitrator, but if they are unable to do so, the arbitrator shall be chosen from the panel, received from the Federal Mediation and Conciliation Service ("FMCS"), of arbitrators who are members of the National Academy of Arbitrators and who reside in California or Nevada. No arbitrator shall be chosen to serve in two (2) consecutive arbitrations for the same hotel unless by mutual consent of the parties. The arbitrator shall be notified in writing of his/her selection, and shall have no authority, jurisdiction or power to amend, modify, nullify or add to the provisions of this Agreement. No evidence shall be introduced as to the withdrawal, during negotiations, of a proposal to change the Agreement. The award of the arbitrator shall be final and binding upon the Employer, the Union, and the employee(s) involved. Except in discharge cases, the expenses and fees of the arbitrator shall be shared equally by the Employer and the Union. In discharge cases, the expenses and fees of the arbitrator, and of the court reporter, if any, shall be paid by the party losing the arbitration. Where, in a discharge case, reinstatement is ordered by an arbitrator with less than full back pay, the costs of arbitration shall be divided evenly between the parties.

(d) **EXTENSION OF TIME LIMITS.** The time limits and other provisions set forth in this Article 20 may be extended or waived by mutual agreement of the parties.

20.04. Buyouts and Mitigation.

Employees with less than two (2) years' service may be offered by the Company, no later than thirty (30) days following Employer's receipt of the Union's demand for arbitration, two (2) months' pay including the higher of declared or assigned tips in lieu of processing a grievance and arbitrating the discharge. In the event the employee declines this offer when made by the Employer, the Union will not arbitrate the discharge unless it objectively determines that, in its judgment, the discharge constituted a flagrant miscarriage of justice. In the event a positive determination is made, and the Union processes the discharge to arbitration, the arbitration procedure to be used, i.e., either type of expedited procedure or the regular arbitration procedure, shall be determined by the Employer notwithstanding the provisions of Section 20.03.

Any employee covered by this Agreement who is discharged by the Employer and who disputes his/her discharge was for just cause shall have an affirmative duty to mitigate any potential

damages which might result to the Employer in the event the discharge involved is subject to Article 20 of this Agreement (Grievance and Arbitration) and an arbitrator overrules the discharge. In any dispute over the amount of back pay due to an employee under an arbitration award, the arbitrator shall have no authority to award any back pay to that employee 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. Alternative Dispute Resolution.

The Parties recognize that there exists a mutual concern regarding the prompt, efficient and effective resolution of arbitration matters related to discipline and/or termination matters. The Parties agree, therefore, to implement a program ("Program") designed to facilitate early presentation of arbitration matters to a neutral party for evaluation and resolution. However, the Parties both understand and agree that this Program is not intended as a substitute for early resolution of grievance matters through the Step One Process and/or the Board of Adjustment ("BOA") process. Rather, it is intended to provide a procedure whereby the Parties are able to obtain a timely resolution of certain grievances.

A. 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 of this Article.

B. Structure of the Program.

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

1. 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 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.

2. 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 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.

ARTICLE 21: NO STRIKES - NO LOCKOUTS

21.01. No Strikes.

Both the Union and the employer recognize the service nature of the hotel business and the duty of the hotel operator to render continuous and hospitable service to the public in the way of lodging, food and other necessary hotel accommodation. Therefore, the Union agrees that it will not call, engage in, participate in, or sanction any strike, sympathy strike, stoppage of work,

picketing of the hotel, sit-down, sit-in, boycott, refusal to handle merchandise, or any other interference with the conduct of the Employer's business, for any reason whatsoever; nor will it interfere with any guest or tenant at the hotel, while he/she is a guest or tenant occupying a room or space, who sells or exhibits non-union-made merchandise or employs non-union help. The Employer agrees that it shall not lock out its employees or any part of its employees.

21.02. No Purchase Interference.

The Union and the employees agree that they will not, at any time, either directly or indirectly, interfere with or prevent the Employer from purchasing merchandise or any service requirements which it may desire from any source whatsoever because of the employment by the said source of non-members of a union or non-union workers, and the Union and the employees further agree that they will not refuse to handle, sell, deliver or work on any such merchandise which may be so purchased.

21.03. No Sympathy Strikes.

The Union and the employees further agree that they will not call, participate in or sanction any sympathy strike of the employees because the Employer purchases any merchandise manufactured by or any service requirements supplied by non-members of a union or by Employers of non-union workers or because it has such merchandise manufacturer for it by non-members of a union or employers of non-union workers. Such a strike shall be in violation of this Agreement.

21.04. No Boycott.

The Union and the employees further agree that they will not call upon the Employer to participate or assist in the enforcement of any public or silent boycott against any product sold or offered for sale, or used by the Employer.

21.05. Dispute Submission.

Any such act shall be a violation of this Agreement, and the same, including any and all disputes in reference thereto or with respect to any of the foregoing provisions, shall be submitted to the procedures of Article 20 under this Agreement.

21.06. No Lockouts.

During the term of this Agreement, there shall be no lockout, strike or stoppage of any kind pending the determination of any complaint or grievance and for a period of ten (10) days thereafter, and then only for the refusal of either party to abide by such determination.

21.07. Arbitration Awards.

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

ARTICLE 22: MANAGEMENT RIGHTS AND RESPONSIBILITIES

22.01. Rights to Manage.

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

22.02. 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 23: COURT APPEARANCE AND JURY DUTY

23.01. Court Appearance.

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

23.02. Jury Duty.

The Employer considers jury/witness duty a civic responsibility and, in accordance with applicable law, will not discriminate against any employee who is called to serve.

All full-time (regular and relief) and part-time employees who have successfully completed their introductory period, who are called for jury service, will be eligible for up to two (2) weeks of jury duty pay per calendar year.

An eligible employee's jury duty pay is the difference between the employee's regular wage and the compensation received as a juror for each working day missed because of jury duty. Regular wage is defined as follows: the employee's straight time hourly rate, not to include overtime, commissions, incentive, etc., multiplied by the average number of hours worked each day, constitute one (1) day's regular wage.

Hours served on jury duty are not used in calculated overtime because such hours are not considered "hours worked." Jury duty pay is a benefit, not a legal right.

Any employee called to serve on jury duty must notify his/her department head that he/she received a jury summons within ten (10) days of the date of receipt of summons.

Upon completion of jury duty, the employee must present a statement signed by an officer of the court signifying the times and dates the employee served and the amount of compensation the employee received from the court.

ARTICLE 24: EMPLOYEE BENEFITS

24.01. Benefits

The Employer agrees that employees covered by this Agreement will participate in the Employer's existing Comprehensive Benefits Program from January 1, 2017, until June 30, 2018.

As part of the Employer's comprehensive benefits program, it offers group medical, life, prescriptions, employee assistance plan, dental, vision, benefit opt-out payments, and short-term disability insurance plans to eligible full-time employees. Additional voluntary supplemental benefits are available for purchase through payroll deduction including long-term disability and spouse and dependent life insurance.

24.02. Eligibility

Benefit plan details, including all terms and conditions and employee eligibility requirements, are governed by the applicable plan documents and relevant summary plan descriptions. Copies of these materials are available from the Employer's Human Resources Department. Unless otherwise specified, the benefit programs apply only to eligible full-time employees.

The Employer, in its sole discretion, has authority to make all decisions regarding the availability of benefits, eligibility for benefits, and who provides Employer benefits. The Employer has the power and authority to construe and interpret the terms of the plans and to make all factual determinations regarding the plans and the administration of the plans. The Employer also has the right to amend or terminate such plans at any time with or without notice, including, among other things, the right to change the terms of eligibility and benefits provided. In the event that there are any conflicts between the actual plan documents and the descriptions provided in this Agreement, the actual plan documents control.

The above Article 24 expires July 1, 2018, and is superseded by Article 25 effective that date. Upon expiration of Article 24 on July 1, 2018, the Employer has no further duty to maintain the benefits program or any individual benefit described in Article 24 with respect to employees covered by this Agreement.

ARTICLE 25: HEALTH AND WELFARE

25.01. Amount of Contributions.

There presently is in effect, pursuant to the agreement of the parties, a group life, medical, surgical and hospital plan involving a trust fund and trust agreement for the UNITE HERE

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

Employees on the payroll of the employer, or on an authorized leave of absence, as of July 1, 2018, shall become covered as of July 1, 2018, by the plan of benefits (the "Plan").

The Employer agrees to make, as of July 1, 2018, for all hours worked on and after that date, and for each employee covered by this Agreement, a contribution at a rate no greater than the minimum required hourly contribution rate for hotels and casinos in Las Vegas for participation in the Fund in effect as of July 1, 2018, 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 on July 1, 2019 and July 1, 2020, to the Fund's minimum contribution rate for Fund participation in effect on those dates.

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.

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.

25.02. Delinquent Contributions.

In the event the Employer is in arrears in the payment of contributions, it shall be liable for late fees, interest and liquidated damages as established by the Trustees, legal fees, court and/or arbitration costs, and audit and other expenses incidental to the collection of said delinquency. The Employer shall make available for inspection and audit such payroll records as the Fund may lawfully require.

25.03. Acceptance of Trust.

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

25.04. Continuation of Health & Welfare

Pursuant to the Consolidated Omnibus Reconciliation Act of 1986 ("COBRA"), employees (or dependents or spouses of an employee) participating in a benefit plan may have the right to

choose to continue group health coverage temporarily at his or her own expense if the employee loses group health coverage because of a "qualifying event," including a reduction in hours of employment, termination of employment, loss of dependent status or divorce. Employees will be provided with additional information when they become a participant in the Fund.

ARTICLE 26: PENSIONS

26.01. Trust and Plan.

There shall be continued for the term of this Agreement the Southern Nevada Culinary Workers and Bartenders Pension Plan Trust Agreement, pursuant to which there has been adopted a jointly negotiated pension plan ("Pension Plan") for employees covered by this Agreement.

26.02. Participation Election.

Employees hired after November 1, 2020, shall be covered by the plan of benefits provided by the Pension Plan effective January 1, 2021. Employees on the payroll of the Employer, or on an authorized leave of absence, as of November 1, 2020, shall be given a one-time choice of continuing to participate in the 401(k) retirement plan offered by the Employer, or electing to become covered as of January 1, 2021, by the Pension Plan. Employees shall be offered this choice as a matter of individual election during the 60 days preceding January 1, 2021. An election form agreed jointly between the Employer and the Union shall be used. Any employee who fails or declines to choose shall participate in the Pension Plan instead of the Employer's retirement plan. The Employer shall provide both to the Union and the Fund a complete list of all bargaining unit employees, indicating which employees have elected to continue in the Employer's retirement plan.

26.03. Contributions.

Commencing January 1, 2021, the Employer agrees to contribute to the Pension Plan for each employee covered by the Plan, as provided above. Said contributions shall be made per hour worked in the same amount as the minimum required hourly contribution rate for hotels and casinos in Las Vegas for participation in the Pension Plan, required by the Pension Plan Agreement as of January 1, 2021. 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 PTO hours paid for.

26.04. Acceptance of Trust.

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

26.05. 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.

26.06. 401(k) Plan.

The Employer's 401(k) Retirement Savings Plan ("Employer 401(k) Plan"), as may be modified from time to time, will continue on the same terms and conditions for all eligible employees. No

employee covered by the Southern Nevada Culinary Workers and Bartenders Pension Plan shall be eligible to continue participation in the Employer 401(k) Plan. All such employees may instead participate in the 401(k) plan sponsored by the Union (see Side Letter #2).

Notwithstanding anything to the contrary, the Union agrees that the Employer may modify, amend and/or discontinue the Employer 401(k) Plan, related options, investment opportunities, benefits, procedures, terms, etc., provided that any amendment, modification, or discontinuance must apply to all participants, and may not be applicable exclusively to bargaining unit employees' participants. The Union waives its right to receive notice, bargain over, grieve and/or in any manner object to such amendments, modifications and/or discontinuation.

ARTICLE 27: WAGES

27.01. Established Wages.

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

27.02. Minimum Wages.

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

27.03. Additional Amounts

For the duration of this Agreement, the Employer shall pay the following additional amounts as of the particular dates shown.

Date	Total Wage Increase
January 1, 2017	3% bonus ¹
June 1, 2018	3%
June 1, 2019	3%
June 1, 2020	3%

ARTICLE 28: OWNERS AND SUCCESSORS

28.01. Successorship.

In the event that the Employer sells, transfers, or assigns its interest in the operation covered by this Agreement or substantially all of the assets used in such operation, or in the event there is a change in the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing, and the Employer further agrees that as a condition to any such sale, transfer or assignment, the Employer will obtain from its successor or successors in interest a written assumption of this Agreement including a promise that the successor or successors shall hire the employees employed in each of the units represented by the Union (subject to changes in the level of staffing) and furnish a copy thereof to the Union. The Employer further agrees that as a condition of any such sale, transfer or assignment, it will transfer to the successor(s) all of its

¹ The January 1, 2017 bonus has been paid as a lump-sum payment by agreement of the Parties.

completed Forms I-9 for bargaining unit employees employed as of the date of transfer, obtain from its successor(s) a written agreement that the successor(s) will maintain these Forms I-9 in lieu of completing new Forms I-9 for bargaining unit employees and furnish a copy of this agreement to the Union not less than 30 calendar days prior to the closing of the transaction. If the Employer performs these promises, it shall be relieved of its obligations hereunder.

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.

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.

28.02. Obligations on Successor Employers.

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

ARTICLE 29: SUBCONTRACTING AND SUBLEASING

29.01. Employees

No employee employed as of the date of the signing of this Agreement shall be laid off during the term of this Agreement as a direct result of the Employer's contracting out any work currently performed by present employees. This limitation shall not apply to any work that is currently contracted out.

ARTICLE 30: INTRODUCTION OF NEW EQUIPMENT AFFECTING BARGAINING UNIT JOBS

30.01. Advanced Written Notice

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 31: LABOR MANAGEMENT COOPERATION

31.01. No Arbitrary Application

The Employer and the Union have entered into this Agreement, and the changes embodied herein, for the purpose of establishing a more cooperative and more flexible relationship among the Employer, the Union, and the employees employed at its facility as indicated in the first paragraph of this Agreement only, and specifically excluding any persons working for the Employer or any of its affiliates, subsidiaries, parents, or other companies with full or partial common ownership, at any other facility, or any subsequently acquired property not organized by the Union, working under the Union's jurisdiction and working in those job classifications listed in Exhibit 1, attached to and made a part of this Agreement. The Employer shall not apply the provisions of this Agreement in an arbitrary or unfair manner. The Union will administer the Agreement fairly toward the Employer. To further these objectives, the parties agree to consider methods of encouraging such a relationship during the life of this Agreement, including, among other things, regular meetings if requested by the Union between Union Representatives and appropriate management officials with authority for the purpose of discussing problems, employee suggestions, methods of improving morale or productivity, and other subjects.

31.02. Monthly Meetings

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

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

31.03. Amendment of Contract

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

ARTICLE 32: TRAINING PROGRAM

32.01. Training Program.

Employees who successfully complete the Employer's training program for a classification covered by this Agreement shall be considered qualified for that classification for purposes of Section 19.04 of this Agreement. Such training programs shall be made available equally to all interested employees, and shall be offered at no cost to the employees.

Employees who successfully complete the Southern Nevada Joint Management Culinary & Bartender Training Fund training program for a classification covered by this Agreement shall be considered qualified for that classification for purposes of Article 19 of this Agreement.

32.02. Training Fund.

The parties agree to participate in the Southern Nevada Joint Management Culinary & Bartenders Training Fund. The Employer shall contribute for each hour worked effective January 1, 2021, the same amount required by the Southern Nevada Joint Management Culinary & Bartenders Training Fund requirement as of January 1, 2021. One-half cent (0.5¢) is hereby earmarked for the sole use of a program for recruitment, promotion and mentoring of a diverse workforce. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for.

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

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

32.03. Contribution Limit.

The Employer's combined contribution to the Training Program, Housing Fund, and Tip-Earners' Legal Assistance Fund shall not exceed three quarters of a cent (.075¢) per hour paid.

ARTICLE 33: HOUSING FUND

33.01. Contributions.

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 for each hour worked effective January 1, 2021, the same amount required by the Housing Fund requirement as of January 1, 2021. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for.

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.

33.02. Contribution Limit.

The Employer's combined contribution to the Training Program, Housing Fund, and Tip-Earners' Legal Assistance Fund shall not exceed three quarters of a cent (.075¢) per hour paid.

ARTICLE 34: TIP-EARNERS' LEGAL ASSISTANCE FUND

34.01. Contributions.

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 for each hour worked effective January 1, 2021, the same amount required by the Tip Earners Legal Assistance Fund requirement as of January 1, 2021. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for.

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 agreed to participate in this fund, or between the Employer and one or more such other employers, then the parties agree that all such disputes or disagreements shall be combined and submitted for resolution in a single arbitration procedure.

34.02. Contribution Limit.

The Employer's combined contribution to the Training Program, Housing Fund, and Tip-Earners' Legal Assistance Fund shall not exceed three quarters of a cent (.075¢) per hour paid.

ARTICLE 35: REDEVELOPMENT

35.01. Redevelopment Obligations.

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

35.02. Retention Bonus.

(a) The Employer will pay to eligible employees in the bargaining unit a retention bonus in the applicable gross amount set forth below.

(b) In order to be eligible for payment of a retention bonus set forth below, the employee must be continuously employed until his or her layoff by the Employer due to a reduction in force and must have been employed by the Employer for at least six months before the date of layoff. Any employee who voluntarily quits/resigns his/her employment with the Employer or who is terminated for cause by the Employer shall not be eligible for a retention bonus.

(c) **Retention Bonus.**

Years of Continuous Service/Employment at The Hotel By The Employer And By A Predecessor Employer	Retention Bonus Gross Amount
20 or more	\$ 10,000.00
15 to 20	\$ 7,500.00
10 to 15	\$ 5,000.00
5 to 10	\$ 3,000.00
1 to 5	\$ 2,000.00
Less than 1 year	\$ 1,000.00

35.03. Priority for Employment.

(a) For a period of 12 months following the closure of the business, the Employer agrees to offer jobs at any hotel or hotel-casino, hotel, condo-hotel or condominiums, or a facility that combines two or more of these elements, that it owns, develops or operates on the site of the business covered by this Agreement on a priority basis to bargaining unit employees who qualified for a retention bonus and meet the requirements set forth below ("Priority Hiring List") at the time they were laid off before it offers such jobs to any other applicant.

(b) Employees hired by the Employer from the Priority Hiring List shall be considered new employees with no residual rights from their former employment. This is not a recall of former bargaining unit employees.

(c) Upon receipt of the WARN Act notice regarding the closure of the hotel, the Union will present to the Employer a list of employees whom it represents who desire priority hiring in accordance with the terms of this Article. The list shall include for each employee the name, social security number, the address and the job title held by the employee at the Employer's business on the date of the WARN Act notice. It will be the Union's responsibility to keep the Employer notified of each such former employee's last known address during the period between the closure of the business and the opening of the Employer's new business(es) at the site of the former business.

(d) The Employer's obligation is to offer employment to employees eligible for and entitled to priority hiring for any job that falls within the same job family that include the employee's job title. The job families consist of those job titles that are listed under the following groups in Exhibit 1 to this Agreement.

- a. Cooks and Utility Porters
 - b. Dining Room Classifications
 - c. Housekeeping Classifications
 - d. Bar and Banquet Employees
- (e) An employee shall not be entitled to Priority Hiring at a covered facility if he or she:
- a. Voluntarily removes his or her name from the list at any time prior to opening of covered facility.
 - b. Voluntarily quits or abandons his or her job at any time before the closing of the business covered by this Agreement.
 - c. Cannot be located through the efforts of the employer and the Union after sharing with each other all available information about the employee's whereabouts.
 - d. Is terminated for cause before the closing of the business covered by this Agreement.
 - e. Is not qualified for any position available.
 - f. Fails to report to the job interview at the facility scheduled in writing sent to the employee's last known address. The interview shall be scheduled with at least three (3) weeks' notice.
 - g. Rejects two (2) job offers made by the facility.
 - h. Is scheduled to be incarcerated when the facility opens to the public.
 - i. Is receiving or is eligible to receive retirement or disability benefits from the Social Security Administration.
 - j. Is receiving or has applied for disability retirement from the Southern Nevada Culinary & Bartenders Pension Fund.
 - k. Has been convicted of a felony.
 - l. Fails to report for work when contacted by the facility.

35.04. Survival of Article.

This Article shall be and remain in full force and effect until June 1, 2021, and shall survive the expiration or termination of this Agreement and at all times, any disputes over the interpretation or application of this Article shall be resolved as provided in 20.03(b) of the Agreement, regardless whether the Agreement is in effect or has expired by its terms.

ARTICLE 36: TERMINATION

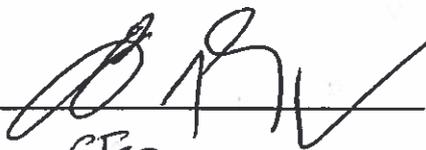
36.01. Length of Contract

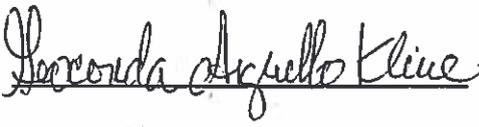
This Agreement shall be in full force and effect from January 1, 2017, to and including May 31, 2021, and from year to year thereafter unless sixty (60) days written notice to change, modify or terminate is given by either party prior to May 31, 2021, or in any subsequent year thereafter.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 9 day of January, 2018, in Clark County, State of Nevada.

EMPLOYER – TRUMP RUFFIN
COMMERCIAL, LLC dba TRUMP
INTERNATIONAL HOTEL LAS VEGAS

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: 
ITS: CEO

BY: 
ITS: President

BY: 
ITS: Secretary-Treasurer

EXHIBIT 1 – WAGE TABLE

Job Title	2017	2018	2019	2020
Housekeeping				
Floor Care Attendant- Housekeeping - Founder Rate	\$18.14	\$18.68	\$19.24	\$19.82
Floor Care Attendant- Housekeeping	\$15.31	\$15.77	\$16.24	\$16.73
GRA Runner	\$14.71	\$15.15	\$15.61	\$16.07
AM Guest Runner	\$14.71	\$15.15	\$15.61	\$16.07
Swing Shift Guest Runner	\$14.71	\$15.15	\$15.61	\$16.07
Grave Shift Guest Runner	\$14.71	\$15.15	\$15.61	\$16.07
HGV Room Attendant	\$14.71	\$15.15	\$15.61	\$16.07
HGV Runner	\$14.71	\$15.15	\$15.61	\$16.07
HGV Inspector	\$17.07	\$17.58	\$18.11	\$18.65
House Person- Housekeeping	\$14.71	\$15.15	\$15.61	\$16.07
Housekeeping Steward/Dishes Pick Up	\$14.71	\$15.15	\$15.61	\$16.07
HOUSEKEEPERS (GRAs)	\$14.71	\$15.15	\$15.61	\$16.07
HOUSEKEEPERS (GRAs) - Founder Rate	\$18.00	\$18.54	\$19.10	\$19.67
Housekeeping Administrative Assistant	\$17.54	\$18.07	\$18.61	\$19.17
Housekeeping Dispatcher - Lead	\$19.75	\$20.34	\$20.95	\$21.58
Housekeeping Dispatcher - Housekeeping	\$15.31	\$15.77	\$16.24	\$16.73
Housekeeping Dispatcher - Founder Rate	\$18.65	\$19.21	\$19.79	\$20.38
Inspector- Housekeeping	\$17.07	\$17.58	\$18.11	\$18.65
Inventory Specialist	\$14.71	\$15.15	\$15.61	\$16.07
Lead PAD/Public Area Cleaner	\$18.13	\$18.67	\$19.23	\$19.81
Linen Attendant - Housekeeping	\$13.00	\$13.39	\$13.79	\$14.20
Linen Chute Attendant	\$14.71	\$15.15	\$15.61	\$16.07
Lost & Found Clerk	\$15.31	\$15.77	\$16.24	\$16.73
Overnight Attendant GRA	\$14.71	\$15.15	\$15.61	\$16.07
Overnight Attendant GRA - Founder Rate	\$18.00	\$18.54	\$19.10	\$19.67
GRA Swing Shift	\$14.71	\$15.15	\$15.61	\$16.08
GRA- Dishes	\$14.71	\$15.15	\$15.61	\$16.07
Preventive Maintenance Team.	\$16.40	\$16.89	\$17.40	\$17.92
Preventive Maintenance Team - Founder Rate	\$18.00	\$18.54	\$19.10	\$19.67
Public Area Cleaner- Housekeeping	\$14.71	\$15.15	\$15.61	\$16.07
Public Area Cleaner- Housekeeping - Founder Rate	\$16.97	\$17.48	\$18.00	\$18.54
Seamstress- Housekeeping	\$15.88	\$16.36	\$16.85	\$17.35
Lead Seamstress- Housekeeping	\$17.07	\$17.58	\$18.11	\$18.65
Turndown Attendant	\$14.71	\$15.15	\$15.61	\$16.07
Turndown Attendant - Founder Rate	\$18.00	\$18.54	\$19.10	\$19.67
VIP Room Attendant - Founder Rate	\$19.75	\$20.34	\$20.95	\$21.58
VIP Room Attendant	\$16.46	\$16.95	\$17.46	\$17.99
VIP Runner	\$15.91	\$16.39	\$16.88	\$17.39
Marble Specialist	\$19.00	\$19.57	\$20.16	\$20.76
Project Maintenance ("PM Attendant")	\$16.40	\$16.89	\$17.40	\$17.92

Job Title	2017	2018	2019	2020
Food & Beverage				
Associate Cafeteria Cook	\$16.48	\$16.97	\$17.48	\$18.01
Associate Cafeteria Cook - Founder Rate	\$18.24	\$18.79	\$19.35	\$19.93
Chef de Parte I	\$22.07	\$22.73	\$23.41	\$24.12
Chef de Parte II	\$21.04	\$21.67	\$22.32	\$22.99
Cook I	\$20.01	\$20.61	\$21.23	\$21.87
Cook II	\$18.00	\$18.54	\$19.10	\$19.67
Banquet Captains	\$11.03	\$11.36	\$11.70	\$12.05
Banquet Server	\$10.00	\$10.30	\$10.61	\$10.93
Banquet Bartender	\$14.12	\$14.54	\$14.98	\$15.43
Bartender - Restaurant 1	\$14.12	\$14.54	\$14.98	\$15.43
Busser - Restaurant 1	\$10.00	\$10.30	\$10.61	\$10.93
Cocktail Server - Restaurant 1	\$10.00	\$10.30	\$10.61	\$10.93
Coffee Point Barista	\$14.12	\$14.54	\$14.98	\$15.43
Host/Hostess - Restaurant 1	\$14.12	\$14.54	\$14.98	\$15.43
Server - Restaurant 1	\$10.00	\$10.30	\$10.61	\$10.93
Server - Restaurant - Founder Rate	\$14.12	\$14.54	\$14.98	\$15.43
Pool Bartender	\$14.12	\$14.54	\$14.98	\$15.43
Pool Server	\$10.00	\$10.30	\$10.61	\$10.93
Pool Runner/Busser	\$10.00	\$10.30	\$10.61	\$10.93
Busser ISD	\$10.00	\$10.30	\$10.61	\$10.93
ISD AGENT/ORDER TAKER - Founder Rate	\$19.70	\$20.29	\$20.90	\$21.53
ISD AGENT/ORDER TAKER	\$16.18	\$16.67	\$17.17	\$17.68
ISD Server	\$10.00	\$10.30	\$10.61	\$10.93
ISD Server - Founder Rate	\$14.13	\$14.55	\$14.99	\$15.44
Utility Porter	\$12.97	\$13.36	\$13.76	\$14.17
Utility Porter - Founder Rate	\$17.07	\$17.58	\$18.11	\$18.65
Lead Utility Porter	\$18.04	\$18.58	\$19.14	\$19.71

EXHIBIT 2 - CHECK-OFF AGREEMENT

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

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

PAYROLL DEDUCTION AUTHORIZATION

Date _____

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

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

Signed _____

Social Security No. _____

The Employer shall continue to honor authorization in the following form executed by employees prior to the date 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 Social Security numbers, for whom such deductions have been made. The information shall be in

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

1. Downloaded from the Company's FTP site
2. Uploaded by the Company to the Union's FTP site.
3. CD ROM
4. Via e-mail transmission; after the Union has demonstrated to the Employer that the proper "PGP" security encryption measures exist in the Union's network

The 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 4 – RE: SECTION 19.04

Bartenders Union, Local 165, shall indemnify the Employer for all claims and any liability that may arise out of or by reason of any good faith action taken by the Employer in reliance upon the requirement in Section 19.04 that an individual must have passed a craft examination for bartenders by Local 165 before being promoted to the classification of Bartender.

EXHIBIT 5 – RE: AUTHORIZED PAYROLL DEDUCTION FOR POLITICAL CONTRIBUTIONS

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

I hereby authorize the Employer to deduct from my pay the sum of \$1.00 per month and to forward that amount to the UNITE HERE International Union TIP - "To Insure Progress". This authorization is signed voluntarily and with the understanding that the UNITE HERE International Union TIP - "To Insure Progress" will use this money to make political contributions and expenditures in connection with Federal elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Treasurer, UNITE HERE International Union TIP - "To Insure Progress," 275 7th Avenue, New York, NY 10001-6708, and to the Employer.

The political contribution deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the UNITE HERE International Union TIP - "To Insure Progress," 275 7th Avenue, New York, NY 10001-6708, accompanied by a form stating the name and Social Security number of each employee for whom a deduction has been made, and the amount deducted.

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

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.

EXHIBIT 7 – RE: IMMIGRATION

In the event that a post-introductory employee cannot or has not provided acceptable documentation of the employee's right to work in the United States, the Employer shall notify

the Union in writing by facsimile or electronic mail. Upon the Union's request, the Employer shall meet with the Union to discuss the nature of the issue to see if a resolution can be reached. Whenever possible, the meeting shall take place before any action is taken by the Employer, provided, however, the Union acknowledges and agrees that the Employer may take any action at any time which is required to ensure the Employer's compliance with any and all immigration and/or employment authorization statutes, laws, and regulations.

Effective January 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.

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

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. Employees do not accrue vacation or other benefits based upon particular Plan policies during such absences.

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

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

EXHIBIT 8 – EMPLOYER’S FAMILY & MEDICAL LEAVE POLICY

FAMILY AND MEDICAL LEAVE

It is the policy of TIHLV to create and maintain a positive working environment and to provide a fair and consistent basis for granting a leave of absence to associates.

TIHLV will grant time off, without pay, to all eligible associates for certain medical and family reasons. The Family and Medical Leave Act (“FMLA”) allows eligible associates to take up to twelve (12) weeks of job-protected leave per twelve (12) month period.

Eligibility and Reasons for Taking FMLA Leave

Under the FMLA, an associate who has worked for TIHLV for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the FMLA leave, is entitled to take up to twelve (12) weeks of unpaid FMLA leave per rolling twelve (12) month period, measured backward from the date an associate uses any FMLA leave, for any of the following reasons:

- For the birth of his/her child and to care for his/her child after birth or for placement of a child with him/her for adoption or foster care;
- To care for his/her child, parent or spouse who has a Serious Health Condition or;
- For his/her own Serious Health Condition that renders him/her unable to perform one or more of the essential functions of his/her position.

Married associates who work at TIHLV will be limited to a combined total of 12 weeks of FMLA leave during any 12-month period, if the leave is taken for birth, placement, adoption or care of a child, or to care for a parent with a Serious Health Condition. However, married associates who work at TIHLV are each entitled to the full 12 weeks of FMLA leave during any 12-month period if the leave is taken to care for a spouse or child with a Serious Health Condition.

A "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:
 - A health condition (including treatment there-from, or recovery there-from) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
 - treatment two or more times by or under the supervision of a health care provider; or

- one treatment by a health care provider with a continuing regimen of treatment; or
- Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or
- A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; or
- A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; or
- Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

"Health care provider" means:

- Doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or
- Podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or
- nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or
- Any health care provider recognized by the employer or the employer's group health plan benefits manager.

Intermittent and Reduced Schedule Leave

FMLA leave may be taken "intermittently" or on "a reduced leave schedule" under certain circumstances. Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an associate's usual number of working hours per workweek, or hours per workday.

FMLA leave taken for birth of a child or placement of a child for adoption or foster care may not be taken intermittently or on a reduced leave schedule.

If an associate needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the associate or a family member, including during a period of recovery from a Serious Health Condition, the associate should attempt to schedule treatments so as to create minimum disruption to his/her department. The Hotel may require the associate to transfer temporarily, during the period the intermittent or reduced leave schedule is required, to an available alternative position for which the associate is qualified and which better

accommodates recurring periods of leave than does the associate's regular position. The alternative position must provide equivalent pay and benefits during the temporary assignment.

Substitution of Paid Leave

TIHLV requires that all associates substitute their earned and unused vacation days and personal days for any otherwise unpaid FMLA leave. In other words, an associate's earned and unused vacation days and personal days will run concurrently with any unpaid FMLA leave.

Request for FMLA Leave

All associates requesting FMLA leave must provide verbal or written notice of the need for the leave to the Human Resources Department. Within five business days after the associate has provided this notice, the Human Resources Department will complete and provide the associate with the Department of Labor Notice of Eligibility and Rights.

ASSOCIATE NOTICE REQUIREMENTS

Foreseeable Leave

An associate must provide the Hotel with at least 30 days advance notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a Serious Health Condition of the associate or a family member. If 30 days notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. If an associate fails to give a 30 day notice of foreseeable FMLA leave, the Hotel may delay the taking of the FMLA leave.

Unforeseeable Leave

When the approximate timing of the need for FMLA leave is not foreseeable, an associate must provide notice to the Hotel of the need for FMLA leave as soon as practicable. Generally, such notice is expected within no more than one or two working days of learning of the need for FMLA leave, except in extraordinary circumstances where such notice is not feasible.

Medical Certification

A medical certification will be required from a health care provider for FMLA leave to care for a parent, spouse, or child with a Serious Health Condition, or for an associate's own Serious Health Condition that makes the associate unable to perform the functions of the associate's job. The associate must provide the required certification within 15 days of the request. Failure to provide certification may result in a denial of continuation of leave. The certification must indicate, among other things, (i) the approximate date the Serious Health Condition commenced, and its probable duration; (ii) a certification as to which part of the definition of Serious Health Condition, if any, applies to the patient's condition, and the medical facts which support the certification, including a brief statement as to how the medical facts meet the criteria of the

definition; and (iii) whether it will be necessary for the associate to take leave intermittently or to work on a reduced leave schedule basis (i.e., part-time) as a result of the Serious Health Condition and if so, the probable duration of such schedule.

The Hotel reserves the right to require an associate to get a second opinion, at the Hotel's expense, from a physician selected by TIHLV. If the opinion of the associate's and the Hotel's designated health care providers differ, the Hotel may require the associate to obtain certification from a third health care provider, again at the Hotel's expense. This third opinion will be final and binding. Associates will be required to submit subsequent re-certifications to support continuing FMLA leave in accordance with applicable law.

Prior to returning to work, an associate on FMLA leave for the associate's own Serious Health Condition will be required to obtain medical certification from the associate's health care provider stating that the associate is able to return to work (i.e., a "fitness-for-duty certificate"). The Hotel may delay job restoration to an associate who fails to provide a fitness for duty certificate.

During FMLA leave, associates must provide their local Human Resources Department periodic reports on their status and intent to return to work.

Associates returning to work from FMLA leave must give at least one week's advance notice to the Human Resources Department prior to returning from leave. Those associates not intending to return to the Hotel upon exhaustion of their leave must also provide the Human Resources Department with at least one week's advance notice of their intent not to return to work.

Benefits during Approved FMLA Leave

During an FMLA leave, the Hotel will maintain the associate's coverage under any group health plan on the same terms and conditions as would have been provided if the associate had been continuously working during the entire leave period. The associate's benefits premium will be automatically deducted from any portion of the FMLA leave that is paid from the payroll. During any part of the FMLA leave that is not paid, the associate is responsible for paying the applicable benefits premium to the property by the first of each month. If premium payments are not received in full within thirty (30) days of such date, coverage will end and COBRA coverage will be offered to the associate.

The Hotel may recover its share of health plan premiums paid on behalf of an associate during a period of unpaid FMLA leave if the associate fails to return to work after the associate's FMLA leave entitlement is exhausted or expires, unless the reason the associate does not return is due to (i) the continuation, recurrence, or onset of a Serious Health Condition of the associate or the associate's family member which would otherwise entitle the associate to leave under FMLA or (ii) other circumstances beyond the associate's control.

Associates will not accrue any vacation, sick or personal days while on FMLA leave.

Job Restoration

Upon returning from an FMLA leave, the Hotel will restore an associate who is not a "key associate" (as described below) to the same position the associate held when the FMLA leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

Notwithstanding the foregoing, an associate has no greater right to reinstatement or to other benefits and conditions of employment than if the associate had been continuously employed during the FMLA leave period; if employment would have been terminated anyway, the associate has no right to reinstatement. For example, if an associate's position was eliminated during the associate's FMLA leave, and the associate would have been terminated even if the associate had been continuously employed, the associate would not have a right to reinstatement or to other benefits and conditions of employment.

It may be necessary for an associate to take more leave than originally anticipated. Conversely, an associate may discover after beginning leave that the circumstances have changed and the amount of leave originally anticipated is no longer necessary. An associate must provide the Hotel reasonable notice of such changed circumstances where foreseeable.

Key Employees

The Hotel may deny job restoration to certain highly paid "Key Employees" if such denial is necessary to prevent substantial and grievous economic injury to the operations of the Hotel. The Hotel will inform you if you are a Key Employee.

MEMORANDUM OF AGREEMENT RE MOST FAVORED NATIONS

In consideration of the execution of the Collective Bargaining Agreement ("Agreement") between TRUMP RUFFIN COMMERCIAL, LLC dba TRUMP INTERNATIONAL HOTEL LAS VEGAS (the "Employer") and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, CULINARY WORKERS UNION LOCAL NO. 226 AND BARTENDERS UNION LOCAL NO. 165 (the "Union") (collectively, the "Parties"), it is understood and agreed that if the Union enters into an agreement or other arrangement with another hotel in Las Vegas, Nevada located within one mile of Las Vegas Boulevard between Sunset Road (to the south) and Sahara Avenue (to the north), which contains any provisions or terms which the Employer may consider to be more favorable than the terms in the Agreement, whether or not such terms and provisions would be construed by an arbitrator or court as more favorable, then, in such event, the Employer shall have the right to adopt those terms and provisions which it considers in its sole discretion to be more favorable, provided that the Employer must also adopt the quid pro quo which was directly bargaining for the terms it seeks to adopt, and the Parties will amend this Agreement accordingly. Upon the Employer's request, and so that the Employer may determine whether such other hotels have received more favorable provisions and terms, the Union agrees to provide the Employer with copies of any collective bargaining agreements, letter agreements, memoranda, and/or any arbitration decisions bearing on contract terms with regard to the hotels identified above.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 9 day of JANUARY, 2018, in Clark County, State of Nevada.

EMPLOYER – TRUMP RUFFIN
COMMERCIAL, LLC dba TRUMP
INTERNATIONAL HOTEL LAS VEGAS

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: [Signature]

BY: [Signature]

ITS: CEO

ITS: President

BY: [Signature]

ITS: Secretary-Treasurer

SIDE LETTER #1 RE ARTICLE 29

Notwithstanding the language of Article 29 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 Article 29.

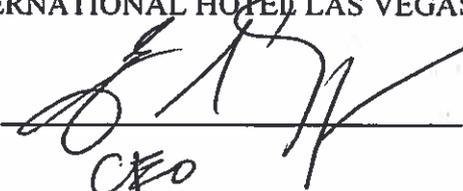
The Union reserves the right to reject any such proposal. However, the Union will give good faith consideration to any such proposal. The facts the Union will weigh in considering any such proposal include, but are not limited to:

1. The nature of the specific proposal.
2. The reason that the proposal does not contemplate compliance with Article 29.
3. The hotel's own analysis of the impact on the hotel's overall ability to attract new customers to the hotel.
4. The effect on existing jobs and operations.
5. The posture of the new operator toward unionization and Union activities.
6. The relationship between the new operation and Article 22 of the labor contract.
7. The hotel parent company's posture toward unionization at its other facilities in Nevada and elsewhere.
8. What the status is of existing nonunion operations at the hotel, if any.

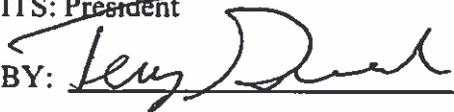
IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 9th day of January, 2018, in Clark County, State of Nevada.

EMPLOYER – TRUMP RUFFIN
COMMERCIAL, LLC dba TRUMP
INTERNATIONAL HOTEL LAS VEGAS

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: 
ITS: CEO

BY: 
ITS: President

BY: 
ITS: Secretary-Treasurer

SIDE LETTER #2 - 401(K) PLAN

Effective January 1, 2021, 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 401(k) 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 on 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 nonelective or matching contributions).

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.

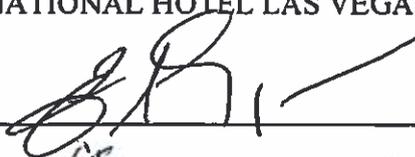
The sole involvement of the Employer with the Union 401(k) Plan, and the only obligation of the Employer thereunder, shall be to withhold the designated contributions from employee's wages and transmit such contributions to the Trustees of the 401(k) Plan. The Employer shall not be required to pay, nor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

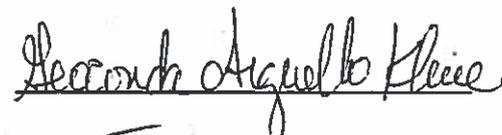
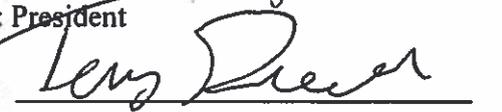
The Union shall indemnify, defend and save the Employer harmless against any and all actions, suits, investigations, audits, claims, proceedings, liabilities, damages, fees (including counsel fees), taxes (including interest, penalties or additions to tax), expenses, costs or charges which arise out 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.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 9th day of January, 2024, in Clark County, State of Nevada.

EMPLOYER – TRUMP RUFFIN
COMMERCIAL, LLC dba TRUMP
INTERNATIONAL HOTEL LAS VEGAS

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: 
ITS: CEO

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

SIDE LETTER RE: CLASSIFICATIONS

Trump Ruffin Commercial, LLC d/b/a Trump International Hotel Las Vegas (the "Employer") and the Local Joint Executive Board of Las Vegas, Culinary Workers Union Local No. 226 and Bartenders Union Local No. 165 (the "Union") (collectively, the "Parties"), entered into a December 15, 2016 memorandum of agreement ("MOA") regarding certain terms for the execution of a collective bargaining agreement between the Parties. In the MOA, the Parties agreed to maintain the status quo regarding, among other things, the Employer's existing practices for scheduling its employees and regarding paid time off.

In furtherance thereof, the Parties agree to the following terms in order to apply and effectuate the Employer's practices into the terms of the collective bargaining agreement ("CBA") between the parties.

Existing Practices:

The Employer currently maintains three primary categories of employees: full-time, part-time, and on-call.

The Employer maintains two sub-categories of full-time employees. The Employer's more senior full-time employees are designated simply as "*full-time*," who are generally scheduled to the same days off for work each week. The Employer's remaining full-time employees are designated as "*full-time flex*," who work full-time hours but do not have a set schedule or regular days off from work, and instead work varying schedules to cover other employees' days off and/or for business and operational reasons.

The Employer currently employs only one (1) employee in the bargaining unit who is designated as a part-time employee, who receives pro-rata vacation benefits.

On-call employees are scheduled for work on an as-needed basis, subject to hotel occupancy, staffing needs, and business demands. On-call employees are not eligible to receive paid time off (including vacation, personal days, and holiday pay).

Agreement:

For purposes of effectuating the terms of the CBA, and for consistency in use of terminology for employee designations, the Parties agree as follows:

Employees previously designated as "full-time" shall be converted to and hereafter referred to as full-time "Regular Employees" pursuant to CBA Section 10.01.

Employees previously designated as "full-time flex" shall be converted to and hereafter referred to as full-time "Relief Employees" pursuant to CBA Section 10.02. The Employer will no longer refer to these employees as "full-time flex." The term "full-time flex" shall only be used

in accordance with the job category created by CBA Section 10.07 on Staffing for Distressed Food and Beverage Venues.

Employees previously designated as "on-call" shall continue to be referred to as "On-Call Employees" pursuant to CBA Section 10.03. To maintain the status quo, and as set forth in CBA's specific provisions, the "On-Call" Employees are not eligible to receive paid time off (including vacation, personal days, and paid holidays).

The employee designated as part-time prior to the CBA shall continue to be referred to as a "Part-Time Employee" under CBA Section 10.05.

In addition to the foregoing, the Employer agrees to post ten (10) full-time Relief Employee positions during the month of January 2018 to be filled by existing On-Call employees in the bargaining unit on the basis of seniority. The Employer's posting of these positions in January 2018 shall not be interpreted to require the Employer to post additional such positions in future years of the Parties' CBA.

Except as expressly set forth in this Side Letter, nothing herein is intended to modify, alter, or abrogate any of the terms of the MOA, including but not limited to, Paragraph 1.g.

Any disputes regarding this Side Letter shall be subject to the grievance and arbitration process in accordance with CBA Article 20.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 9th day of January, 2018, in Clark County, State of Nevada.

EMPLOYER – TRUMP RUFFIN
COMMERCIAL, LLC dba TRUMP
INTERNATIONAL HOTEL LAS VEGAS

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: [Signature]
ITS: CEO

BY: [Signature]

ITS: President
BY: [Signature]

ITS: Secretary-Treasurer