

K# 9980



**COLLECTIVE BARGAINING**

**AGREEMENT**

**between**

**ELARA by**

**HILTON GRAND VACATIONS**

**COMPANY, LLC A DELAWARE LIMITED**

**LIABILITY COMPANY**

**and**

**LOCAL JOINT EXECUTIVE BOARD OF**

**LAS VEGAS**

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## **AGREEMENT**

THIS AGREEMENT is made and entered into as of the 1st day of October, 2014 by and between ELARA by HILTON GRAND VACATIONS COMPANY, LLC A DELAWARE LIMITED LIABILITY COMPANY (hereinafter, called the "Employer") and its successors and assigns, and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, for and on behalf of CULINARY WORKERS UNION, LOCAL NO. 226 and BARTENDERS UNION, LOCAL NO. 165 (hereinafter, called the "Union").

### **WITNESSETH:**

WHEREAS, the parties have, by negotiations and collective bargaining, reached complete agreement on wages, hours of work, working conditions and other related, negotiable subjects to be incorporated into a new Labor Agreement which shall supersede all previous verbal or written agreements in conflict with or modified by this Agreement applicable to the employees in the bargaining unit defined herein which may have existed between the Employer and the Union or between the predecessor of the Employer, if any, and the predecessor of the Union, if any.

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

### **ARTICLE 1: RECOGNITION AND CONTRACT COVERAGES**

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

The Employer recognizes the Union as the exclusive collective bargaining representative for the Employer's employees employed at its facility as indicated in the first paragraph of this agreement, and excluding any persons working for the Employer at any other facility, including those located in Clark County, Laughlin or Reno, Nevada 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.

#### **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 this Agreement, it may recruit and procure applicants from any source.

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

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

When the Employer considers applicants for employment who have not been referred to the Employer by the Union's dispatch office, the Employer shall, in order to maintain a consistent and orderly process, advise such applicants that in order to obtain employment they must be dispatched by the Union's dispatch office in accordance with the regular procedures of that office. The Employer may designate to the Union's dispatch office by name the Employees that shall be dispatched for available positions. The Union will process these applicants within four (4) hours during which the Union's referral service is open for business. If there are any problems with processing of applicants, the parties will review such problems and make such changes as necessary. At the Employer's option, during periods of substantial hiring by the Employer, the Employer shall make available on its premises a suitable room for the private use of the Union, which shall for the period designated by the Employer operate its dispatch function with respect to this Employer from such room, and may also use such room for the provision of information about the Union, the Collective Bargaining Agreement, and benefit program assistance. The Employer shall provide the Union on a timely basis with copies of the names, social security numbers, and job titles of all Employees hired by the Employer.

#### **2.02. No Individual Contracts.**

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

### **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, its affiliates and FHRC Suites Owners Association, Inc. 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.**

(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 Human Resource Manager or, when the Human Resource Manager is not on property, to the Security Office, to sign in and wear identification while on the premises of the Employer. Union representatives shall not have access to guest room floors without management's knowledge and approval which will not be reasonably denied.

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

**ARTICLE 5: SALARIES AND WAGES**

**5.01. Bi-Weekly Payment.**

Regular employees shall be paid bi-weekly. Paychecks (other than for employees in "open" classifications) must show the number of hours paid for in that pay period, broken down by straight-time and overtime hours. Records on the source and dates of gratuities included on paychecks shall be made available to the employees on request.

**5.02. Gratuities.**

All gratuities left by customers are the property of the employees exclusively, and no Employer or department heads not covered by this Agreement shall take any part of such gratuities or credit the same in any manner toward the payment of any 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 during the employee's next shift on a regular business day, 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.

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 the Employer discharges an employee, the wage and compensation earned and unpaid at the time of discharge shall become due and payable within twenty-four (24) hours.

(b) NRS Section 608.030—Payment of Employee Who Resigns or Quits His/Her Employment: Whenever an employee resigns or quits his/her employment, the wages and compensation earned and unpaid at the time of his/her resignation or quitting must be paid no later than: (1) the day of which he/she would have regularly been paid the wage or compensation; or (2) seven (7) days after he/she quits or resigns, 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 accrued become due and must be paid at once. In such cases, the Union reserves the right at any time to demand and receive daily payment of wages to all employees, provided that by mutual agreement of the Employer and the Union such wages due may be deposited in an approved escrow.

**5.05. Deductions and Donations.**

(a) No 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.

**5.06. Superior Workers.**

The wage scales in this Agreement are minimum scales and do not prohibit the Employer from paying higher wages. It is specifically agreed that the 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 Workers 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.**

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

**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. Bellhop Service.**

Bellhops shall be guaranteed a gratuity of three dollars (\$3.00) per person checking in and out (round trip) where baggage is delivered and removed as part of a group. A group is defined as a group of 10 or more rooms arriving at the hotel by a chartered motor coach/bus at the same time and group departing together at the same time by the same means of transportation. Set arrivals and/or departures shall be evidenced by a manifest. These guaranteed gratuities shall only be paid to Bellhops who actually perform the services. All other deliveries and pickups will be compensated according to existing practice.

**ARTICLE 6: DISCIPLINE**

**6.01. Cause for Discharge.**

No regular employee or steady extra, after having completed the introductory period under Section 17.01, shall be discharged except for just cause except as provided for in 10.04(a). Prior to any discharge for reasons other than dishonesty, willful misconduct, drunkenness, drinking on the job, being under the influence of a controlled substance on duty, unlawful possession of a controlled substance, or using a controlled substance at any time while on the Employer's premises, unlawful sale of a controlled substance, refusing to submit to testing for drug or alcohol usage, serious improper behavior or discourtesy toward a customer, guest or employee, insubordination, failure to report for work without just cause, or walking off the job during a shift, such an employee must be given a written warning and a reasonable opportunity to correct the deficiency. The above provisions relating to controlled substances will not apply to medicine lawfully prescribed for the employee using the substance by a licensed physician and used in accordance with the prescription. Upon the discharge or suspension of any employee for reasons other than dishonesty, the reason therefore shall be given to the employee in writing, and a legible copy thereof shall be mailed or given to the Union within seventy-two (72) hours after the discharge or suspension. When an employee is discharged or suspended for willful misconduct, the notice shall contain the specific conduct or offense deemed by the Employer to constitute willful misconduct. Upon request by the Union, legible copies of all documents relied upon by the Employer in making the discharge or suspension, including copies of any written complaints or reports concerning the employee, either by a customer, an outside agency, or by the Employer's own employees, and copies of any relevant cash register tapes, shall be furnished to the Union within three (3) working days after such request. The names and addresses of customers who make written complaints against an employee shall be furnished to the Union on request if such are relied on by the Employer as a basis for discharge or suspension of the Employee. An employee may not be discharged solely on the basis of verbal complaints by customers. The Union shall furnish the Employer with copies of its inquiry to guests and of the guests' responses to any Union inquiry within seventy-two (72) hours of receipt. Copies

of videotapes shall also be provided upon request, provided the Employer has the copying capability and if the Union pays the reasonable costs for furnishing the copy.

**6.02. Warning Notices.**

Warning notices issued to employees must specify the events or actions for which the warning is issued. Warning notices shall be issued to employees as soon as possible after the Employer is aware of the event or action for which the warning notice is issued and has a reasonable period of time to investigate the matter; but in any event, except for the second shift when the immediate manager is not on property, warning notices shall be issued to employees only at the end of a shift. The employee shall be required to sign all warning notices for the purpose of acknowledging receipt. A legible copy of any written warning notice issued to employees shall be mailed or given to the Union within seventy-two (72) hours after its issuance by the Employer. Upon request by the Union, legible copies of all documents relied upon by the Employer in issuing the warning notice, including copies of any written complaints or reports concerning the employee, either by a customer, an outside agency, or by the Employer's own employees, and copies of any relevant cash register tapes, shall be furnished to the Union within three (3) working days after such request. The names and addresses of customers who make written complaints against an employee shall be furnished to the Union on request if such are relied on by the Employer as a basis for the warning notice. An employee may not be issued a warning notice solely on the basis of verbal complaints by customers. Warning notices, written customer complaints and reports of outside agencies or of the Employer's own security force concerning conduct of an employee shall become null and void one (1) year after the date of issuance and may not thereafter be used as a basis for or in support of any subsequent discharge or disciplinary action.

**6.03. Time of Discharge.**

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

**6.04. Disciplinary Suspension.**

No employee shall be suspended or laid off or have his/her shift, station or days off changed for discriminatory reasons, or for disciplinary purposes unless a prior written warning has been given the employee except where the suspension is for one of the enumerated causes for discharge. Any suspension, including a suspension pending investigation, is disciplinary and may be grieved under Article 21 unless it is (a) for the purpose of active investigation of the employee's conduct based on reasonable suspicion of conduct warranting termination or suspension without prior warning as defined in Section 6.01(a), and (b) for less than two weeks (or, if longer, while the Employer waits for the results of drug or alcohol testing or the employee is subject to ongoing criminal-law proceedings for an alleged violent or sex crime). An employee may not be given a disciplinary suspension solely on the basis of verbal complaints by customers. Suspensions shall become null and void one (1) year after the date of issuance and may not thereafter be used as a basis for or in support of any subsequent discharge or disciplinary action.

**6.05. Mitigation of Damages.**

Any employee covered by this Agreement who is discharged by the Employer and who disputes his/her discharge was for just cause shall have an affirmative duty to mitigate any potential damages which might result to the Employer in the event the discharge involved is subject to Article 18 Grievance and Arbitration and an arbitrator overrules the discharge. In any dispute over

the amount of backpay due to an employee under an arbitration award, the arbitrator shall have no authority to award any back pay to that employee unless it is reasonable to do so taking into account the effort of the employee to fulfill his/her duty to mitigate damages with respect to that period of time.

## **ARTICLE 7: REPORTING PAY**

### **7.01. Reasons for Payment.**

When the Employer or 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 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

### **7.03. Early Shift Release.**

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

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

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

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

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

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

### **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.**

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. Incumbent employees in Kitchen and Housekeeping classifications shall only be scheduled for ten (10) hour shifts on a voluntary basis unless they are currently on regularly scheduled ten (10) hour shifts as of the execution of this contract.

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 (1-1/2X) the employee's straight time hourly rate of pay. Work performed on an employee's sixth (6th) and seventh (7th) consecutive days of work shall be paid for at time and one-half (1-1/2X) and two and one-half times (2-1/2X) the employee's straight-time hourly rate of pay respectively, except overtime for part-time employees will not be paid if the employee is regularly scheduled to work six (6) days and if that sixth (6th) or seventh (7th) day is worked by a part-time employee at the employee's request, unless the employee works more than forty (40) hours in the workweek.

Employees absent for personal reasons on any one or more first five (5) scheduled days of work in their five (5) day workweek or first four (4) scheduled days of work in their four (4) day workweek may work at the Employer's request on a scheduled day off in the same workweek at straight-time.

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), and also, if on an employee's regularly scheduled day off of work for the purposes of computing weekly overtime.

### **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 work period. The Employer will schedule them consecutively, except that when business conditions dictate, the Employer may split them. In those instances, scheduling of split days off will be done according to the provisions of Section 17.04(b) of this Agreement. An employee may voluntarily elect to split their days off. Employees shall not be required to work on their scheduled days off.

### **9.03. Guaranteed Work.**

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.

1. Not less than five (5) full shifts of eight (8) hours, or four (4) full shifts of ten (10) hours for:

Linen Room Attendant      Status Board Operator

Porter/Houseperson

Guest Room Attendant

Bellhops

2. Not less than five (5) full shifts of eight (8) or six (6) hours for Deli/Beverage Attendant, Seasonal Pool Cook, and Seasonal Pool Food and Beverage employee.

3. However notwithstanding the above provisions, the weekly guarantee shall not apply to the following situations:

- (a) The first week of employment including the first week of active employment on return from absence from work or layoff, and the last week of employment in cases of termination.
- (b) 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.
- (c) The week in which an employee ends his/her vacation or other absence from the job if the employee does not return to work at the beginning of his/her scheduled workweek.
- (d) Shift changes brought about by senior employees bidding in accordance with Section 17.04.
- (e) 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.
- (f) 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.
- (g) When the Employer closes any part of its establishment for any reason other than those stated in paragraph 6 and notice thereof is given to affected employees at least two (2) weeks in advance.

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

**9.04. Single Shift.**

Whenever possible, no employee shall be required to work more than one (1) shift in any one (1) twenty-four (24) hour period except as part of a regular weekly schedule.

Should extraordinary business conditions require the Employer to request an employee to work more than one (1) shift in any one (1) twenty-four (24) hour period, but in all cases with a minimum

of at least eight (8) hours off duty, such shift will be voluntary by the employee and paid at straight time.

Should extraordinary business conditions require the Employer to request the employee to work a second (2nd) consecutive shift, such second (2nd) shift will be voluntary and paid at one and one-half (1-1/2) their regular rate of pay.

This shall not prohibit the performance of overtime work, provided that such hours worked shall be compensated at one and one-half times (1-1/2X) their regular rate of pay.

**9.05. Split Shift.**

Split shifts will be allowed for Bell Persons. The split shift shall be eight (8) hours within twelve (12) hours, with one (1) split. The twelve (12) hour limitation may be expanded to fourteen (14) hours if the employee volunteers for such a shift(s) as part of a regular weekly schedule.

**9.06. Posting.**

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

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

**10.01. Regular Employee.**

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

**10.02. Steady Extra Employee.**

A steady extra employee is a temporary or part-time employee assigned to the Extra Board who is carried on the Employer's regular payroll and who may be called by the Employer to perform work in addition to, or as vacation or temporary absence replacement for regular employees. However, steady extra employees are not intended to be used in lieu of scheduling regular employees where business justifies regular employees.

**10.03. Steady Extra Board.**

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

The number of steady extra employees who may be carried on the Employer's Steady Extra Board shall not exceed 33% of the average weekly shifts of each classification subject to the following:

The Employer and the Union recognize on specific turn days (i.e. Friday and Sunday) and ten (10) periods a year during conventions and/or special events, that there is an exception on the need for

steady extras. On those occasions the thirty-three percent (33%) restriction will not apply. We will review the procedure in six (6) months.

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

(a) Employees carried on the Steady Extra Board shall be covered by all the terms of this Agreement, except that the following provisions shall not be applicable to such employees: Sections 9.03, 12.02(a), 13.01(g) and Article 17, provided further that Article 6 is not applicable to those who have worked less than forty (40) shifts in the preceding six (6) consecutive month period. Article 18 shall not be applicable to claims asserted under the above specified provisions of the Agreement. Vacation pay under Article 11 shall be prorated on the basis of time actually worked for the Employer by such employees after one (1) year of service. In addition to the provisions of Article 6, an employee on the Steady Extra Board may be terminated without recourse to Article 18 because the employee fails, refuses, or is unavailable to work more than twenty-five percent (25%) of the shifts made available to him/her in any sixty (60) day period.

Except as provided in Section 17.03, and provided they are otherwise qualified to perform satisfactorily the work to be done, Steady Extra Board employees shall be offered all steady extra work in the order of their seniority amongst themselves before extra employees are hired.

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

Steady Extra employees will have the same rights as other employees to bid for promotions using house seniority from original date of hire (17.04[a]).

Steady Extra Board employees who become regular or relief employees shall not be required to serve a new probationary period provided that the transfer is within the same classification.

If a Steady Extra becomes a regular or relief employee, their classification seniority shall date from most recent date of transfer into their present classification on a full-time basis, and house seniority shall date from original date of hire.

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

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

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

**10.05. Seasonal Employees.**

A seasonal employee is hired temporarily to work in the Employer's pool beverage/food area at any time from the opening of the pool season to the closing of the pool season. Positions as seasonal pool employees shall be offered first to regular and relief (including those on layoff) and steady extra employees in the respective classifications, and then new employees. At the end of the pool season, seasonal pool employees who transferred from regular, relief or steady extra positions shall be given the option to either go to the bottom of the steady extra board, if positions are available, or to be placed on layoff status (without preferences for available extra work except at the pool beverage/food area). All seasonal employees shall have bidding rights only within these classifications. All seasonal employees (including those on layoff) shall have first right of refusal for the following season based upon date first in the seasonal pool job classification.

**ARTICLE 11: VACATIONS**

**11.01. Amount of Vacation.**

After one (1) year of continuous service, without a break in employment, with the Employer, and on each annual anniversary date thereafter of this continuous employment with such Employer, an employee shall become entitled to a paid vacation in accordance with the following schedule:

**Years of Continuous Service with the**

<b>Employer</b>	<b>Amount of Paid Vacation</b>
1 year	1 week
2 years	2 weeks
6 years	3 weeks
12 years	4 weeks

**11.02. Break in Employment.**

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

**11.03. Time of Taking Vacation.**

Vacations are due on the employee's anniversary date of employment as set forth above and shall be granted at such time if the employee makes a written request therefore at least sixty (60) days prior to the employee's requested vacation date. The Employer shall provide the employee notice of approval or denial within fifteen (15) days of receipt of written request for vacation. If the Employer fails to respond in this time period, the requested vacation time will be automatically granted. If an employee does not so request his/her vacation, the Employer may assign the vacation for a period within three (3) months of the employee's anniversary date of employment; and under

such circumstances the employee shall be given at least thirty (30) days' advance notice by the Employer of the vacation period. The sixty (60) day notice shall not apply to requests of vacation of less than five (5) days. Employees with children who attend elementary or high school shall be granted their vacation, if eligible, during the school vacation period upon thirty (30) days' advance written application to the Employer. Subject to the above provisions of this Section, preference for vacation periods shall be based on the seniority of the employees entitled to vacations, provided that the Employer shall have the right to schedule vacations of employees requesting the same vacation period so as not to interfere with efficient operation of the hotel. Employees may request vacation time in increments of one (1) day at a time. Vacation pay shall continue to be paid by separate check immediately prior to the commencement of vacation. However, in the case of vacation time taken on a per diem basis, vacation pay, for up to and including four (4) consecutive days taken, shall be paid on the next regularly scheduled date, for the payroll cycle in question.

An employee entitled to four (4) or more weeks of vacation may split his/her vacation time into two (2) segments of two (2) weeks each. In all other cases, the full vacation to which an employee is entitled shall be given in consecutive days.

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

#### **11.04. Vacation Pay.**

(a) Vacations must be taken as paid time off, and no employee shall be allowed to work for the Employer during his/her vacation. Vacation pay shall be computed on the basis of the employee's current rate of pay, or at the rate of pay of the classification in which the employee worked the majority of his/her preceding anniversary year, whichever is greater; 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 on a prorated basis based on the respective periods of time that the employee worked in the different classifications in his/her preceding anniversary year. Vacation pay shall be paid by separate check immediately prior to the commencement of the employee's vacation. If any holidays specified in Section 12.01 occur during an employee's vacation, the employee shall receive an additional day's pay for each such holiday. Vacation pay shall be paid only at the time of vacation. At an employee's request, pro rata vacation pay shall be paid at the time of the layoff, provided the employee is entitled to at least five (5) days' vacation pay.

As used in this section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. Hours counted for this purpose do not include temporary layoffs, authorized leaves of absence or early outs.

(b) Vacation pay for employees working short shifts shall be computed as follows:

1. Employees who are regularly scheduled to work a short shift of four (4) hours per day shall be paid a vacation based upon four (4) hours' pay per day.
2. Employees who are regularly scheduled to work a short shift of six (6) hours per day shall be paid a vacation based upon six (6) hours' pay per day.

3. Employees who are regularly scheduled to work four (4) and six (6) hour short shifts interchangeably shall be paid a vacation based upon six (6) hours' pay per day.
4. Employees who are regularly scheduled to work four (4) and eight (8) hour shifts interchangeably, or four (4), six (6) and eight (8) hour shifts interchangeably, shall be paid a vacation based upon eight (8) hours pay per day.

**11.05. Prorated Vacations.**

For an employee having at least one (1), but less than six (6) years of continuous service at the time of termination, the prorated amount of vacation pay shall be one-sixth (1/6) of a week's vacation pay for each one (1) month of service since the employee's last previous anniversary date of employment. For an employee having at least six (6), but less than twelve (12) years of continuous service at the time of termination, prorated amount of vacation pay shall be one-fourth (1/4) of a week's vacation pay for each one (1) month of service since the employee's last previous anniversary date of employment. For an employee having twelve (12) years or more of continuous service at the time of termination, the prorated amount of vacation pay shall be one-third (1/3) of a week's vacation pay for each one (1) month of service since the employee's last previous anniversary date of employment.

**ARTICLE 12: HOLIDAYS**

**12.01. Recognized Holidays.**

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

Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

In lieu of New Year's day and Veterans' day, two (2) floating holidays to be selected by the employee subject to management approval and in accord with Exhibit 3.

Martin Luther King's birthday can be used as a preferential floating holiday if the employee notifies the Employer by November 1, of their request to use such a holiday. In the event that there is a staffing problem for the Martin Luther King holiday, the Union agrees to meet in advance with the Employer to resolve the problem.

**12.02. Holiday Pay.**

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

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

(c) Employees who work on any of the holidays set forth in Section 12.01 which is their sixth (6th) or seventh (7th) consecutive day of work in a workweek shall be paid two and one-half (2-1/2X) or three (3X) times their straight-time rate of pay for such work, as the case may be.

**12.03. Failure to Report.**

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

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

**ARTICLE 13: LEAVE OF ABSENCE**

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

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

(b) Leaves of absence without pay for a bona fide medical disability or serious health condition not compensable under the Employer's Workers' Compensation insurance policy shall be granted for periods not to exceed six (6) months total during any twelve (12) month period, except that an employee on a leave of absence under this subsection because of pregnancy or complications arising from pregnancy may supplement the six (6) month leave provided here with a borrowing of part of the leave to which the employee would become entitled under subsection 13.01(d) after birth of an employee's child.

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

(d) Leaves of absence without pay shall be granted for a consecutive period of up to twelve (12) months for the birth and caring of employee's children or for the placement of a child with employee for adoption or foster care. Eligibility for the leave ends one (1) year after the date of birth or placement of the child or, if the employee has borrowed leave pursuant to Section 13.01(b) for pregnancy related disability, leave under this subsection shall be shortened by the same amount of time borrowed. An employee must present proof of the child's birth or adoption to be eligible for such leave.

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

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

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

(h) The Employer shall make contributions for up to twelve (12) weeks to the Health and Welfare Fund under Article 22 for an employee who is on leave of absence because of a serious health condition, or to care for a spouse, child or parent who has a serious health condition, or for the birth or caring of a child or the placement of a child with employee for adoption or foster care. The twelve (12) week period will begin with the date the leave of absence begins. The Employer shall make contributions for up to two months to the Health and Welfare Fund under Article 25 of this Agreement for an employee who is on leave of absence for his or her own bona fide medical condition if the employee is not qualified for FMLA leave or has not already exhausted his or her FMLA entitlement for the same condition. The contributions required under this provision shall be made at the minimum level necessary under the Health and Welfare Plan to maintain existing benefits under the Plan. If an employee works in part of a month and is on leave part of the month, the employer shall make contributions for only the hours the employee would have been paid but for the leave. For steady extra employees, the employee may elect to pay eight hours of contributions for any calendar day an employee is on such a leave for all or any part of the day, without being required to determine what work the employee might have performed that day.

(i) Leaves of absence shall not be granted for the purpose of taking outside employment except for leave provided in Subsections (e) and (j). Any employee on leave of absence who engages in new outside employment or expands the scope of current outside employment or actively works at current outside employment in conflict with his/her disability shall have his/her employment with the Employer terminated immediately.

(j) Leaves of absence without pay or benefits shall be granted to up to three (3) employees for the purpose of accepting employment with the Union, provided that (i) the leave may not exceed one year without the mutual agreement of the Employer, the Union and the employee; (ii) only one employee may take such leave from any one (1) property at any time during any one year period; (iii) 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 (iv) while his/her seniority with the Employer will continue to accrue while on this leave, it shall not accrue for vacation entitlement purposes.

### **13.02. Leaves Due to Industrial Illness or Injury.**

An employee granted a leave of absence as a result of an industrial injury or illness shall be returned to work on the same shift and station (or station rotation) in the employee's regular job classification, without loss of seniority, upon written certification by the treating physician that the employee is able to perform such work.

### **13.03. Medical Disability.**

An employee absent five (5) or more days due to his or her own serious health condition, whether or not compensable under the terms of the EICON shall, upon request, present a release from his/her treating physician stating that the employee is physically able to perform the duties of his/her former position. However, if the absence exceeded twenty (20) days, the Employer may also promptly require the employee to be examined by a health care provider (within the meaning of the Family and Medical Leave Act [FMLA]) selected by the Employer, other than the one employed by or regularly retained by the Employer. Such examination shall be paid for by the Employer. If there is a dispute or conflict between the employee's treating health care provider and the health care provider selected by the Employer as to the physical ability of the employee to return to work and perform the duties of his/her former position, the dispute or conflict shall be resolved by a third medical opinion by a health care provider agreed upon by the employee's and Employer's health care providers. Employees absent due to illness or injury shall advise their Employer as to their expected date of return to work, and of any changes therein, but shall not be required to call or advise their Employer daily. If the employee neglects to advise the Employer when he/she calls in as to his/her expected date of return, the Employer's representative will inquire as to the employee's expected date of return.

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

Where this Article provides rights greater than those provided for under FMLA, this Article governs. Where FMLA provides rights greater than those provided in this Article, FMLA governs. The rights provided in this Article shall not be added to those provided by FMLA to produce greater rights than an employee would have under either this Article or FMLA standing alone; there shall be no duplication of rights. Where FMLA governs instead of this Article, or where leave is available both under FMLA and under this Article all of the requirements for a leave under FMLA must be met by the employee. Where this Article governs, only the requirements set forth in this Article, and not those in FMLA, must be met by the employee. For further clarification, the FMLA requirements referred to here include paperwork requirement.

### **13.05. Light Duty.**

The Employer reserves the right to assign employees to work in light duty in classifications that are covered and excluded from the terms of this Agreement, during the time that an employee's bona fide illness or injury compensable under the Nevada State Industrial Insurance Act precludes him/her from performing the duties of his/her classification. The employee shall be paid either the temporary total disability rate mandated by the EICON while assigned to light duty excluded from this Agreement, or the appropriate rate for the classification if the employee is assigned to perform bargaining unit work, unless the appropriate rate for the classification is less than the temporary total disability rate mandated by the EICON, in which case the temporary total disability rate will apply. The Employer shall assign the employee to work the shift and hours consistent with the needs of the business and availability of light duty work, and without regard to restrictions upon a weekly guarantee. In any event, employees assigned light duty work shall be paid at least the temporary total disability rate required by Nevada Law. Time spent working light duty shall not count as shifts worked for completion of the probationary period. However, the employee's shifts worked, prior to and after assignment to light duty, shall be combined to complete the probationary period. Time spent working light duty shall not be considered a break in service when calculating seniority or vacation entitlement.

If the bargaining unit employee rejects the assignment to perform light duty work, whether within or outside of the bargaining unit, the employee shall be subject to disqualification of benefits under the EICON. However, if the bargaining unit employee rejects the assignment to perform light duty work, the bargaining unit employee shall not otherwise be subject to discipline and shall continue to be entitled to leave for which the employee is eligible under 13.01(a).

In the event a bargaining unit employee is assigned and accepts light duty work within the bargaining unit, all applicable provisions of the Collective Bargaining Agreement, subject to the modifications and restrictions set forth herein, shall apply to such employee, including accrual of seniority, and grievance and arbitration. In addition, the employee shall comply with all Company, House, and Departmental rules to the extent required under Section 20.02.

In the event a bargaining unit employee is assigned and accepts out-of-bargaining unit light duty work, the Employer shall make contributions on behalf of the employee pursuant to Article 22 of this Agreement. In the event of a termination, the employee shall be entitled to all rights in accordance with Articles 6 and 17 of the Collective Bargaining Agreement except in the event of an arbitration, the arbitrator's power shall be limited to restoring the employee to their pre-injury bargaining unit position. No other provisions of the collective bargaining agreement shall apply to employees working in out-of-unit light duty positions. The employees shall comply with all Company, House and Departmental rules.

Employees shall be prohibited from receiving double benefits or recovery, pursuant to the terms of this Agreement and an action or decision by the Employer's Workers' Compensation insurance carrier, Nevada Department of Administration, or any other local, state, or federal department, agency or court.

#### **ARTICLE 14: MEALS**

##### **14.01. Meals Furnished By Employer.**

(a) An employee who works a six (6), eight (8) or ten (10) hour shift may either take an uninterrupted paid meal period of thirty (30) minutes, plus sufficient time (not to exceed five [5] minutes each way) to go to and from the eating area or two fifteen (15) minutes paid break periods during his/her shift, but not both.

(b) The Employer provides an area with refrigerated storage, a coffee maker and at least a microwave for employees. Seating and tables shall be sufficient for the usual number of employees using the break area at any given time.

#### **ARTICLE 15: UNIFORMS AND FACILITIES**

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

(a) Except as provided otherwise in paragraph (b) of this Section, the Employer shall furnish or pay for all uniforms or work clothes worn by all employees on the job, and also shall launder or clean such uniforms. Smocks may not be furnished in lieu of uniforms. The Employer shall also furnish or pay for shoes, boots and hose for all Cocktail Servers required, directly or indirectly, to wear the same kind or color of shoes, boots or hose. The Employer shall make available a sufficient supply and variety of sizes of uniforms so that all employees will have clean and properly fitting

uniforms at all times. A clean uniform shall be furnished to each employee as frequently as needed, but except in unusual circumstances, (not more often than every two (2) days). Employees must wear the uniforms furnished by the Employer. If the Employer does not furnish capes or sweaters to be worn as part of an employee's uniform, the employee may wear a sweater furnished by the employee if it has been approved by the Employer as to style and appearance. The Employer shall have rain gear available for use by employees whose duties regularly require them to work outside where they are exposed to inclement weather. Cold weather uniforms or appropriate cold weather jackets shall be furnished by the Employer for Door Persons, Bellhops, Baggage Handlers, and

Porter classifications where needed. Any other outer apparel or jewelry may not be worn without approval of the Employer. Approval shall not be unreasonably withheld.

(b) The Employer shall not be required to furnish or pay for, or pay for laundering or cleaning, the following types of attire or clothes, even though the same may be required by the Employer to be worn on the job:

1. Black trousers, shirts, neckties or socks for all Server classifications, Bartenders, and Bus Persons, but the Employer will pay Server classifications and Bartenders (excluding those employed for banquets and as extra employees) an allowance of two dollars (\$2.00) per week towards the purchase and maintenance of black trousers when required by the Employer.
2. Black or brown shoes for any employees, or low-heel white shoes for Server classifications. The Employer and the Union will meet to discuss appropriate shoes by department.
3. Clothing worn under jackets, vests, uniforms or other outer wear by an employee.
4. Ordinary shoes, boots or hosiery for Cocktail Servers, so long as a special type is not required.

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

(d) A limit of two (2) Union buttons no larger than two inches (2") in diameter may be worn on the job at all times.

#### **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.**

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.

## **ARTICLE 16: MISCELLANEOUS**

### **16.01. Duties of Guest Room Attendants, Porters and House Persons.**

(a) Guest Room Attendants shall not be required to perform duties of Porters or House Persons.

Guest Room Attendants shall clean and service only guest rooms and perform any incidental cleaning necessary to maintain cleanliness in guest room areas. House Persons/Porters are employees who perform cleaning (excluding Guest Room Attendant's work) in the timeshare property in all public and non-public areas including but not limited to halls, lobbies, rest rooms, patios and rooms and perform such jobs as the movement, distribution, or collection of trash, linens, furniture and supplies. House Persons/Porters may be required to assist Guest Room Attendants in stripping rooms of linens, terry and trash on the peak weekly check-out/in days. Common Area Attendants perform cleaning (excluding Guest Room Attendant's work) at the timeshare property in public and non-public areas including but not limited to lobbies, halls, elevators, rest rooms, patios and rooms. Common Area Attendants may be required to assist Guest Room Attendants on peak weekly check-in/out days without reduction in pay. Guest Room Attendants shall not be required to move furniture, including rollaway beds, into or out of rooms. Guest Room Attendants shall not be required to turn mattresses nor to use heavy duty commercial power vacuums to clean rooms. Porters/House Persons, and Guest Room Attendants are not to clean ceilings or perform any work which they cannot perform while standing on the floor, provided, however, that (1) Guest Room Attendants, Common Area Attendants and Deli/Beverage Workers may be required to use step stool provided by the Employer for the purpose of cleaning bathroom mirrors, wall or ceiling fixtures, window coverings or tops of appliances, and shelves; and (2) Housemen/Porters may be required at times to use up to a six foot (6') ladder in order to clean such areas as walls, mirrors, window coverings, fixtures, shelves or tops of appliances. Employer will at all times provide proper and safe equipment and adequately train the employees on its proper use.

(b) Maintenance Periods — In the timeshare program, units are shut down from time to time for deep cleaning. During these time periods, Guest Room Attendants, Porter/Housemen and Common Area Attendants may be required to perform the standard housekeeping functions of such a deep cleaning including, but not limited to, cleaning of walls, furniture and appliances, drawers and cupboards, window coverings and inside surfaces, ceilings and ceiling fixtures. Employees may be required to use step stools or ladders to complete such cleaning. Employer will assure that at all times proper and safe equipment and training is provided. Guest Room Attendants

will not be required to move heavy furniture, turn mattresses, nor to use heavy duty commercial power vacuums during deep cleaning.

(c) Guest Room Attendants can be assigned to work the lobby area in order to satisfy the Guaranteed Work Week requirement. When it is necessary for a Guest Room Attendant to work in the lobby area, there will be a procedure for assignment first to satisfy the Guaranteed Work Week requirement then any part-time Guest Rooms Attendant will be assigned. If no part-time Guest Room Attendants are working, then the Employer will seek a voluntary assignment by a Guest Room Attendant. Finally, if no Guest Room Attendant volunteers for the lobby area, then the least senior Guest Room Attendant will be assigned that work area.

Linen Room Attendant(s) may be assigned to work as Guest Room or Common Area Attendants in order to satisfy check-in/out days demand, and the Guaranteed Work Week requirement without any reduction in pay.

(d) Room Credits

The presently existing workload of 440 minutes per day for Guest Room Attendants shall not be increased during the term of this agreement. A change in total square footage of the rooms assigned to a station shall also be considered to be an increased workload within the meaning of this subsection if the increase is five percent or more of the total square footage presently existing.

Room Type	Avg. Square Feet	Check Out in minutes	Stayover in minutes
Studio	360	30	20
One-Bedroom Suite	723	50	40
Two-Bedroom Suite	1083	80	60
Two-Bedroom Suite Penthouse	<u>1,183</u>	100	90

(1) **Credit Reduction for Rooms on More than Three Floors Per Shift:**

Ten (10) minute credit per floor if a Guest Room Attendant accepts an assignment including rooms on more than three floors during a shift. This credit reduction will apply to all Guest Room Attendants who are assigned "regular" rooms, combination of "regular" rooms and suites, and those assigned suites only.

(2) **"Trashed" Rooms Process:**

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

(B) A Housekeeping Supervisor will inspect the room and determine if additional help or a credit reduction is applicable. The Housekeeping Supervisor will, upon arrival inspect the room and determine if additional help or credit

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

**16.02. Furnishing of Linen and Equipment.**

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

**16.03. Break Periods.**

Employees working four (4) hour shifts shall receive one (1) fifteen (15) minute break period on the Employer's time. Rest areas shall be maintained in a clean condition. The Employer shall provide, in convenient areas for each department, a record sheet for employees to sign when they leave for and return from their break period. It shall be the employees' responsibility to sign such sheets, which shall be kept by the Employer for thirty (30) days. Employees working ten (10), eight (8) or six (6) hour shifts shall receive only the thirty (30) minute paid meal period (or two fifteen minute paid break periods) pursuant to Article 14.

**16.04. Notice by Employee.**

If an employee is unable to report for work, the employee shall notify or cause notice to be given to the department head, assistant department head, shift supervisor or other designated Employer representative who will be available for such purpose, at least four (4) hours prior to commencement of the employee's shift except where it is unreasonable under the circumstances for the employee to give such notice. The Employer will log and maintain a record of such calls. An employee who has been absent for a period of not more than five (5) days, due to illness or injury, shall be allowed to return to work on his/her next regularly scheduled shift after the day the employee has notified the Employer of his/her availability for work, provided that such notice has been received by the Employer no later than two (2) hours prior to the time the employee's last regularly scheduled shift would have ended. An employee who is unable to report for work for more than five (5) days shall comply with all of the medical and notice requirements set forth in Section 13.03.

**16.05. Parking.**

The Employer shall provide for employees, without charge, a paved parking area on the Employer's premises or on property in a reasonable proximity to the Employer's premises. Access to the parking area must be by way of a paved area. During hours of darkness, the employees' parking area shall be well lighted, and shall either (1) be patrolled at least once each half-hour by a security officer, or (2) shall have a security officer assigned full-time to that area at a central observation point or at a single entrance-exit point.

**16.06. Work Record.**

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

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

**16.07. Occasional Work Outside Job Classification.**

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

**ARTICLE 17: SENIORITY**

**17.01. Introductory Period.**

A regular employee will be considered as an introductory employee until he/she has completed fifty(50) shifts of work after his/her most recent date of hire by the Employer. An introductory employee may be terminated at the discretion of the Employer, and such termination shall not be subject to the grievance and arbitration provisions of Article 18. The above introductory period may be extended by mutual agreement of the Employer and the Union on a case by case basis.

**17.02. Definition of Seniority.**

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

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

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

**17.03. Layoffs and Recalls.**

(a) In the event of layoffs due to a reduction in force, probationary employees within the affected classification(s) will be the first to be laid off. Employees will be laid off from and recalled

to their regular job classifications in accordance with their house seniority, provided they have the qualifications to perform satisfactorily the work available in their regular job classification. It is the responsibility of the employee to advise the Employer of a change in either address or telephone number. In accordance with their seniority, employees in layoff status will be offered, but not required to perform (subject to subparagraph [c]), all extra work in their classifications except for banquets or parties, before extra employees are hired, before steady extra employees are offered such work, and, to the extent practical, before regular employees are assigned to work their sixth (6th) day, but shall not be covered by the provisions of Section 9.03.

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

(c) Employees to be laid off in accordance with Section 17.03(a) may be laid off without regard to their respective house seniority as each completes his/her current workweek. At the time of layoff the employee shall state availability or nonavailability for extra work; where the employee indicates availability, the employee shall not be called for extra work after he/she refuses two (2) out of seven (7) offers. Notwithstanding the foregoing, an employee may declare unavailability for extra work for a definite period while on layoff.

**(d) Schedule Realignment Post Layoff.**

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

Following the layoff affecting full-time classification, department will create a new departmental master schedule. The order of schedule alignment will be in the following order: 1) those full-time shifts that match the new schedule will not be altered or affected; 2) those full-time shifts that do not match the new schedule will be altered by up to two hours from the employee's current shift either way to match the new schedule based on classification seniority; 3) those full-time shifts that do not match the new schedule will be altered by changing days off (remain consecutive days off) to match the new schedule based on classification seniority; 4) the remaining positions that cannot be altered to match the new master schedule using the process outlined above shall be required to bid. The department will post any vacant new master schedule shifts for bid using classification seniority. An employee that fails to bid a posted full-time shift will be assigned any remaining shift by management.

**(e) Recall Procedures.**

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

- (1) If a position is restored less than ninety (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 ninety (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 20.04(b) for six (6) months. Those who are transferred to a position without bidding remain eligible for transfer under those provisions.

#### **17.04. Promotions and Preference for Shifts.**

(a) When the Employer promotes an employee to another classification, the Employer will consider the employee's seniority, qualifications to perform satisfactorily the work in other classifications, and prior performance, provided that a Food Server, before being promoted to Captain, must have passed the Captain's examination conducted under the auspices of a committee, at least one (1) member of which shall be qualified and experienced in the craft, shall be designated by the Employer, and provided further, any employee before being promoted to the classification of Bartender must have passed the craft examination for the 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. For purposes of this paragraph, a "promotion" shall be deemed to be a transfer to another classification in which the transferred employee has an opportunity for increased compensation or for subsequent job progression as a result of the transfer. 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.

All promotional opportunities within the bargaining unit shall be posted. The Employer will give preferential consideration to qualified bargaining unit employees for these openings. The Employer and the Union agree that the goal is to maximize the availability of promotions for qualified employees. The Employer's promotion decisions will not be arbitrary, capricious, or discriminatory. Employees who successfully complete the Southern Nevada Joint Management Culinary & Bartender Training Fund training program or the Employer's in-house training program for a classification covered by this Agreement shall be considered qualified for that classification for purposes of this Section.

(b) When there is a permanent vacancy, or a temporary vacancy of at least ninety (90) days, on a particular shift or station, employees in the same job classification on other shifts or stations who desire to transfer to the vacancy will be transferred on the basis of their classification seniority, provided that the senior employee desiring transfer is qualified to perform satisfactorily the work on the shift and/or station applied for and that a qualified employee is available to replace the

employee desiring to transfer. An employee transferred under this Section shall assume the weekly schedule of days of work and days off, and the daily shift scheduled, applicable to the vacant position to which he/she transfers, and the employee shall not be eligible for another transfer under this Section for six (6) months. An employee transferred under this Section who cannot perform satisfactorily the work on the shift or station to which transferred shall be transferred back to his/her former shift and/or station within thirty (30) shifts worked from the date of transfer. The resulting vacancy or vacancies created by a transfer under this Section shall be filled by the next senior qualified employee(s) from another shift and/or station who desires to work on the shift or station where the vacancy exists. Permanent vacancies under this paragraph shall be posted for seventy-two (72) hours in the department where the vacancy exists. The Employer may fill the vacancy temporarily during the posting period.

**17.05. Break in Continuous Service and Seniority.**

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

- (a) The employee quits.
- (b) The employee is discharged for just cause.
- (c) The employee is absent exceeding the period of an authorized leave of absence.
- (d) The employee is absent, due to injury or illness sustained during the course of employment, exceeding the period for which statutory, temporary, total disability payments are payable under the 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.

**17.06. Notification.**

An employee who is to be recalled to work by the Employer under Section 17.03 shall be notified to return to work by the Employer advising the employee by telephone, certified mail return receipt requested, or other available means of communication of the date and time the employee is to report, and by confirming such communication by certified mail return receipt requested to the employee's current address of record on file with the Employer. A copy of the confirmation letter shall be sent to the Union. Reasonable advance notice must be given an employee being recalled. If such employee fails to report to work within forty-eight (48) hours after the time specified for the employee to report, the employee's seniority and continuous service shall be terminated, and the Employer shall be free to hire a replacement in accordance with Article 2 of this Agreement.

## **ARTICLE 18: GRIEVANCES AND ARBITRATION**

### **18.01. Definition.**

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

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

All grievances shall be adjusted exclusively in the following manners:

#### **(a) Step One:**

1. The employee shall, within five (5) calendar days of the incident or circumstance giving rise to the dispute, take the matter up with his/her immediate supervisor. The employee has the full right and involvement of the Shop Steward in this step. Settlements reached at this level shall be considered non-precedential, unless the Employer and the Union Representative agree that the settlement shall be reduced to writing and may be used as a precedent in the future.
2. The Supervisor involved in the Step 1 meeting shall respond within five (5) calendar days of the Step 1 meeting. While this step is encouraged, it is not required.
3. The Parties agree to jointly provide required Step One training to management personnel and shop stewards. Refresher training will be scheduled at eighteen (18) month intervals for new management and shop stewards.

#### **(b) Grievances.**

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

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

### **18.03. Procedure for Adjusting Grievances.**

All grievances shall be adjusted exclusively in the following manners:

1. BOARD OF ADJUSTMENT. Any unresolved grievance shall be reduced to writing and scheduled for hearing by a Board of Adjustment within fifteen (15) calendar days of the filing of

the grievance. The Board of Adjustment shall be comprised of not more than three (3) representatives of the Employer and three (3) representatives of the Union. For the purpose of attempting to resolve grievances prior to arbitration, the parties, at any meeting prior to the Board of Adjustment hearing and at that hearing, shall make full disclosure to each other of all facts and evidence then known to them which bear on the grievance.

## 2. ARBITRATION PROCEDURE:

**ARBITRATION.** A grievance regarding the discharge of an employee(s) not resolved by the Board of Adjustment may be referred to arbitration by written notice from the party who filed the grievance within fifteen (15) calendar days of the Board of Adjustment.

**Mediation:** When a demand for arbitration of a discharge grievance has been made, such dispute shall be submitted to mediation prior to the arbitration hearing. At the same time the demand for arbitration is made, the party demanding arbitration shall also contact the local office of the Federal Mediation and Conciliation Service ("FMCS") requesting the assignment of a Mediator. The parties will schedule the mediation conference within thirty (30) calendar days, subject to the availability of the Mediator. Scheduling and conducting the mediation conference shall not delay the selection of the arbitrator or scheduling of the arbitration hearing; provided however, the arbitration hearing shall be scheduled for a date which permits the mediation conference to be completed sufficiently in advance of the arbitration hearing date to permit cancellation of the arbitration hearing without incurring a cancellation fee in the event the mediation is successful in resolving the grievance.

The mediation shall be attended by the grievant and by representatives of the Employer and the Union with authority to settle the matter. The Mediator will have the authority to propose ways of resolving the grievance and to render an advisory opinion on the merits of the grievance if no resolution is reached, but the Mediator does not have the authority to compel a resolution of the grievance. The Mediator's fees and expenses, if any, shall be borne equally by the parties. Each party shall be responsible for its own expenses incurred in presenting its case before the Mediator. In the event a grievance that has been mediated is subsequently arbitrated, no person serving as the Mediator may serve as Arbitrator. Nothing said or done by the Mediator may be referred to an arbitration. Any settlement discussions or proposals made by either party shall not be referred to at the arbitration hearing.

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

Where, in a discharge case, reinstatement is ordered by an arbitrator with less than full back pay, the costs of arbitration shall be divided evenly between the parties.

**18.04. Extension of Time Limits.**

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

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

**19.01. No Strikes.**

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

**19.02. No Lockouts.**

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

**19.03. Picket Lines.**

Refusal of an employee to cross a bona fide picket line sanctioned and approved by the Local Joint Executive Board of Las Vegas and the Hotel and Restaurant Employees and Bartenders International Union, AFL-CIO, shall not be construed to be a breach of this Agreement; provided that the foregoing provisions of this Section shall not be applicable with respect to:

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

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

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

**19.04. Arbitration Awards.**

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

## **ARTICLE 20: MANAGEMENT RIGHTS AND RESPONSIBILITIES**

### **20.01. Rights to Manage.**

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

### **20.02. Rules and Posting.**

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

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

### **21.01. Court Appearance.**

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

### **21.02. Jury Duty.**

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

for a regularly scheduled swing shift beginning not later than 4:00 p.m., and ending no later than 12:00 midnight. This Section shall not apply with respect to any jury summons received by an employee prior to his/her date of hire.

## **ARTICLE 22: HEALTH AND WELFARE**

### **22.01. Amount of Contributions.**

There presently is in effect, pursuant to the agreement of the parties, a group life, medical, surgical and hospital plan involving a trust fund and trust agreement 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 this Article 22 and Article 24.03 of this Agreement.

The Employer agrees to contribute for each employee covered by this Agreement the sum of \$4.33 per hour for hours worked and/or paid for on and after October 1, 2014, 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. For hours worked or paid on or after October 1, 2015, the Employer agrees to contribute for each employee covered by this Agreement the sum of \$4.35 per hour. The hourly contribution rate to the Fund may be increased each year during the term of this Agreement commencing with hours worked or paid on or after October 1, 2016, in accordance with the provisions of Section 24.03 of Article 24 of this Agreement, which Section provides that the Union shall be entitled to make an allocation between wages and benefits from a total specified annual increase in the compensation packaged. As used in this Section, the term "hours worked and/or paid for" shall mean all hours for which an Employee is compensated, including and without limitation, vacation and holiday hours.

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

The Employer contributions required hereunder shall be submitted monthly, together with a report of the employee data required by the Fund (including names and social security numbers) in the format prescribed by the Fund, no later than the fifteenth (15<sup>th</sup>) 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.

### **22.02. Delinquent Contributions.**

Contributions to the Health and Welfare 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. The Employer hereby agrees to accept all the terms and conditions of the Trust Agreement or any changes made therein during the term of the Trust Agreement.

**22.03. Acceptance of Trust.**

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

**ARTICLE 23: RETIREMENT**

**23.01. Retirement.**

The employer agrees that all HGVC employees may participate in the 401(k) plan sponsored by the Union, with contribution levels as follows:

**YEARS OF SERVICE WITH HGVC**

**CONTRIBUTIONS**

Less than one year

(1) Bonus contribution equal to 1% of the employee's actual, annual compensation, regardless whether the employee makes elective deferrals;

(2) If an employee makes elective deferrals, the employer will match at 100% all deferrals in excess of 1% of the employee's actual, annual compensation, up to a maximum of 3% of said compensation.

One or more, but less than five years

(1) Bonus contribution equal to 2% of the employee's actual, annual compensation, regardless whether the employee makes elective deferrals;

(2) If an employee makes elective deferrals, the employer will match at 100% all deferrals in excess of 2% of the employee's actual, annual compensation, up to a maximum of 3% of said compensation.

Five or more years

Bonus contribution equal to 3% of the employee's actual, annual compensation, regardless whether the employee makes elective deferrals.

Effective January 1, 2007, each employee shall be entitled to participate in the Southern Nevada Culinary and Bartenders Pension Plan instead of the foregoing 401(k) plan. Employees shall be offered this choice as a matter of individual election during the 60 days preceding January 1, 2007.

An election form agreed jointly between the Employer and the Union shall be used. Any employee hired on after January 1, 2007 shall be required to choose between these two options within the first 30 days of employment; any employee who fails or declines to choose shall participate in the Pension Plan instead of the 401(k).

**23.02. Trust and Plan.**

Effective January 1, 2007, there shall be continued for the remaining term of this Agreement the Southern Nevada Culinary Workers and Bartenders Pension Plan Trust Agreement, pursuant to which there has been adopted a jointly negotiated pension plan for employees covered by this Agreement.

**23.03. Contributions.**

Commencing with hours worked and/or paid for on and after October 1, 2014, contributions to the Pension Fund shall be ninety-six cents (\$0.96) per hour worked by employees participating in the Pension Plan. 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. Commencing with hours worked and/or paid for on and after October 1, 2015, contributions to the Pension Fund shall be one dollar and six cents (\$1.06) per hour worked by employees participating in the Pension Plan. The hourly contribution rate to the Fund may be increased each year during the term of this Agreement commencing with hours worked or paid on or after October 1, 2016, in accordance with the provisions of Section 24.03 of Article 24 of this Agreement, which Section provides that the Union shall be entitled to make an allocation between wages and benefits from a total specified annual increase in the compensation packaged. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for.

**23.04. 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.

**23.05. 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.

**ARTICLE 24: WAGES**

**24.01. Established Wages.**

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

**24.02. Minimum Wages.**

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

**24.03.**

The Employer shall pay the following additional amounts as of the dates shown. At least 30 days prior to each date, the Union shall inform the Employer how the increases shall be allocated to wages for the various classifications listed in Exhibit 1 and contributions to the Health and Welfare, Pension, Training Tip Earners and/or Housing funds (the "Funds"), provided that if the Union's notice to the Employer is less than 30 days, the Employer will not be excused from paying the increases as allocated by the Union unless there is actual prejudice to the Employer by the delay and then the Employer may be excused only for a period of time equal to the length of the Union's delay in giving notice. The Union shall make such allocation in its sole discretion. Any increases in wages shall be added to the rates shown in Exhibit 1 for the affected classifications.

<u>Date</u>	<u>Total Package Increase</u>
October 1, 2014	\$0.25 per hour
April 1, 2015	\$0.25 per hour
October 1, 2015	\$0.275 per hour
April 1, 2016	\$0.275 per hour
October 1, 2016	\$0.31
April 1, 2017	\$0.31
October 1, 2017	\$0.325
April 1, 2018	\$0.325

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

**24.04. New Hire Progression.**

1) Employees hired prior to the date of ratification of this Agreement, who have not yet reached the 100% Hourly Rate set forth in the 2007 Collective Bargaining Agreement (Exhibit 1 -Wage Scales) as of the effective date of this Agreement will continue the wage progression established in the 2007 Collective Bargaining Agreement.

(2) Employees Hired After Date of Ratification:

Employees hired after the date of ratification of this Agreement may be paid as follows:

1. New Hire Wage Rate. Employees shall receive the New Hire (80%) wage rate listed in Exhibit 1 of this Agreement according to their respective job classification for the first twelve (12) calendar months of service.

2. 90% Wage Rate. Employees shall receive the 90% Wage Rate listed in Exhibit 1 of this Agreement, according to their respective job classification, after twelve (12) calendar months of service. The 90% Wage Rate will be effective the first payroll period following the completion of twelve (12) calendar months of service.

3. 100% Wage Rate. Employees shall receive the 100% Wage Rate listed in Exhibit 1 attached to this Agreement, according to their regular job classification, after twenty four (24) calendar months of service. The 100% Wage Rate will be effective the first day of the

first payroll period following the completion of twenty four (24) calendar months of service.

## **ARTICLE 25: OWNERS AND SUCCESSORS**

### **25.01. Ownership.**

This Agreement shall cover all employees employed in classifications listed in Exhibit 1 in operations of the Employer in its capacity as the Management Firm within the jurisdiction of the Union, in Greater Las Vegas, Nevada, which after the effective date of and during the term of this Agreement, are managed by the Employer. The term "Employer" shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of the Employer covered by this Agreement, or a subsidiary of the Employer covered by this Agreement, or any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls the Employer covered by this Agreement. However, the foregoing provisions of this Section shall not apply (1) to any employees employed in classifications listed in Exhibit 1 in hotel-type operations of sixty (60) rooms or less unless such operations have a casino providing live games, or (2) to any employees employed in classifications listed in Exhibit 1 in operations which do not have a casino providing live games unless such operations are hotel-type operations of more than sixty (60) rooms, or (3) to any employees employed in non-hotel operations.

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

In the event that the Employer sells or assigns its business or in the event that there is a change in the form of ownership, the Employer shall give the Union reasonable advance notice thereof in writing and shall make all payments which are due or shall be due as of the date of transfer of the business for wages and health and welfare for employees covered by this Agreement. In addition, the Employer shall be responsible for accrued vacation payments for each employee covered by this Agreement. The Employer further agrees that as a condition to any such sale, assignment or transfer of ownership of its business, the Employer will obtain from this successor or successors in interest a written assumption of this Agreement and furnish a copy thereof to the Union.

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.

### **25.03. Obligations on Successor Employers.**

This Agreement shall be binding upon the successors and assigns of the parties hereto. No provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of the Employer's business. The Union shall not be required to post a bond or other security as a condition of obtaining an injunction or other equitable relief against a violation or threatened violation of this Section.

## **ARTICLE 26: SUBCONTRACTING AND SUBLEASING**

### **26.01.**

It is recognized that the Employer and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement and employed on a regular basis. Therefore, no work customarily performed by employees covered by this Agreement shall be performed under any sublease, subcontract, or other agreement unless the terms of any lease, contract or other agreement specifically state that (a) all such work shall be performed only by members of the bargaining unit covered by this Agreement, and (b) the Employer shall at all times hold and exercise full control of the terms and conditions of employment of all such employees pursuant to the terms of this Agreement. The provisions of this Article apply to all operations on the Employer's premises covered by this Agreement, regardless of location or displacement of employees or prior use of the area occupied by such operations. Any sublease, subcontract, or other agreement for the performance of cleaning or janitorial services shall first require the approval of the Union. Notwithstanding the foregoing provisions hereof, the Employer may purchase from outside sources for use in its establishment convenience foods, prepared frozen foods, pre-mixed salads and peeled vegetables.

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

### **27.01.**

Whenever the Employer proposes to introduce new equipment which may affect the terms and conditions of work or the wages of employees in classifications covered by this Agreement, the Employer shall advise the Union in writing sufficiently in advance of the proposed date of introduction of such equipment to enable the Union, if it so desires, to discuss with the Employer the possible effects of the introduction of such equipment upon 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. Any unresolved disputes concerning the effects upon such employees of the introduction of such new equipment shall be subject to the grievance and arbitration provisions of Article 18.

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

### **28.01.**

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

management officials with authority for the purpose of discussing problems, employee suggestions, methods of improving morale or productivity, and other subjects.

**28.02.**

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

Such meetings shall initially be held in the Housekeeping Department. After a trial period of at least six (6) months in Housekeeping, such meetings shall upon request by the Union be held in other departments.

**28.03. Efficiency/Time and Motion Study.**

In the event the Company decides to conduct an efficiency/time and motion study for any Classification, whether the study is conducted internally or by an external company, the Company shall provide the Union with a two (2) week notice of such a study. Representatives of the Union shall be allowed to observe all steps of the process, including the discussions on implementation, and the implementation itself. If the Company proposes any changes as a result of the study, then the Company shall notify the Union of such changes and the parties shall meet to discuss the changes before they are implemented.

**ARTICLE 29: HOUSING FUND**

**29.01. Housing Fund.**

The parties agree to jointly establish and participate in a fund for the purpose of providing financial assistance to bargaining unit employees to find housing in the Las Vegas area. The fund shall at all times meet criteria of 302(c)(7) of the Labor-Management Relations Act, 1947 and contributions thereto shall be tax-deductible by the Employer. The Employer shall contribute two cents (\$0.02) per hour for each hour worked effective October 1, 2011, payable retroactively once the fund is established. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. This rate of contribution may be increased on or after October 1, 2016 in accordance with the provisions of Section 24.03 of this Agreement.

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

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

thereto. Any disputes or differences of opinion concerning the initial terms of the Trust Agreement shall be subject to arbitration under this Agreement. If such disputes or disagreements exist contemporaneously between the Union and other Las Vegas hotel-casino employers who have 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.

### **ARTICLE 30: TIP EARNERS**

#### **30.01. Tip-Earners' Legal Assistance Fund.**

The parties agree to jointly establish and participate in a fund for the purpose of providing the assistance of legal counsel to bargaining unit employees in tipped classifications 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 \$0.005 per hour for each hour worked effective October 1, 2015. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. This rate of contribution may be increased on or after October 1, 2016 in accordance with the provisions of Section 24.03 of this Agreement.

Contributions to the Tip-Earners' Legal Assistance Fund shall be delinquent after the fifteenth (15<sup>th</sup>) 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 (1) or more such other employers, then the parties agree that all such disputes or disagreements shall be combined and submitted for resolution in a single arbitration procedure.

## **ARTICLE 31: TRAINING PROGRAM**

### **31.01. Training Fund.**

The parties agree to participate in the Southern Nevada Joint Management Culinary & Bartenders Training Fund. The Employer shall contribute five cents (\$0.05) for each hour worked effective October 1, 2015. One-half cent (0.005¢) is hereby earmarked for the sole use of a program for recruitment, promotion and mentoring of a diverse workforce. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. This rate of contribution may be increased on or after October 1, 2016 in accordance with the provisions of section 24.03 of this Agreement.

## **ARTICLE 32: REGULATORY NOTICE**

### **32.01.**

This Agreement covers employees who will work at the Las Vegas Vacation Suites Vacation Ownership Project and FHRC Suites in Las Vegas, Nevada (the "Project"). The Project is subject to a certain Declaration of Covenants, Conditions and Restrictions and Vacation Ownership Instrument for Las Vegas Vacation Suites and FHRC Suites ("Declaration") which governs operation of the Project. The Project has been timeshare registered in various jurisdictions, including, but not limited to California and Nevada. The Project must comply at all times with the terms and provisions of the Declaration as well as any laws and regulations related to the timeshare registrations for the jurisdictions in which the Project is registered ("Timeshare Laws"). To that end, in the event any provision of this Agreement is inconsistent with the Declaration and/or the Timeshare Laws, the Declaration and Timeshare Laws shall supersede this Agreement. As of the date thereof, the Employer is not aware of any conflict between this Agreement and the Declaration or Timeshare Laws.

**ARTICLE 33: TERMINATION**

**33.01.**

This Agreement shall be in full force and effect from October 1, 2014, to and including September 30, 2018, and from year to year thereafter unless sixty (60) days written notice to change, modify or terminate is given by either party prior to October 1, 2018, or in any subsequent year thereafter.

IN WITNESS WHEREOF, the parties hereto their duly designated representatives have hereunto set their hands this 15 day of April, 2019 in Clark County, State of Nevada.

EMPLOYER — HILTON GRAND  
VACATIONS COMPANY, LLC  
A DELAWARE OF LAS VEGAS  
LIMITED LIABILITY COMPANY

LOCAL JOINT EXECUTIVE BOARD

BY: [Signature]  
ITS: Area VP Ops. Unit.

BY: [Signature]  
ITS: President

BY: [Signature]  
ITS: Secretary-Treasurer

**EXHIBIT 1- WAGE SCALES**

CLASSIFICATION	Hours	4/1/2012				10/1/2014				4/1/2015				10/1/2015			
		4, 6 & 8 HOUR SHIFTS		10 HOUR SHIFTS		4, 6 & 8 HOUR SHIFTS		10 HOUR SHIFTS		4, 6 & 8 HOUR SHIFTS		10 HOUR SHIFTS		4, 6 & 8 HOUR SHIFTS		10 HOUR SHIFTS	
		100%	80%	100%	80%	100%	80%	100%	80%	100%	80%	100%	80%	100%	80%	100%	80%
H&W						\$0.020								\$0.020			
Pension						\$0.020								\$0.100			
Training														\$0.050			
Housing Fund																	
Tip Earners Fund														\$0.005			
<b>Wages Total</b>		<b>\$0.550</b>				<b>\$0.210</b>				<b>\$0.250</b>				<b>\$0.100</b>			
		<b>\$0.550</b>				<b>\$0.250</b>				<b>\$0.250</b>				<b>\$0.275</b>			
Bellhop	8	105.17	84.14	131.46	105.17	106.85	85.48	133.56	106.85	108.85	87.08	136.06	108.85	109.65	87.72	137.06	109.65
Linen Room Attendant	8	131.27	105.02	164.09	131.27	132.95	106.36	166.19	132.95	134.95	107.96	168.69	134.95	135.75	108.60	169.69	135.75
Status Board Operator	8	132.12	105.70	165.15	132.12	133.80	107.04	167.25	133.80	135.80	108.64	169.75	135.80	136.60	109.28	170.75	136.60
Porter/House Person	8	122.17	97.74	152.71	122.17	123.85	99.08	154.81	123.85	125.85	100.68	157.31	125.85	126.65	101.32	158.31	126.65
Guest Room Attendant/ Common Area Attendant	8	120.02	96.02	150.03	120.02	121.70	97.36	152.13	121.70	123.70	98.96	154.63	123.70	124.50	99.60	155.63	124.50
Utility Porter	8	126.32	101.06	157.90	126.32	128.00	102.40	160.00	128.00	130.00	104.00	162.50	130.00	130.80	104.64	163.50	130.80
Deli/Reverage Attendant	8	113.87	91.10	142.34	113.87	115.55	92.44	144.44	115.55	117.55	94.04	146.94	117.55	118.35	94.68	147.94	118.35
(6 hours)	6	85.40	68.32			86.66	69.33			88.16	70.53			88.76	71.01		

**EXHIBIT 1- WAGE SCALES**

(continued)

CLASSIFICATION	Hours	4/1/2016				10/1/2016				4/1/2017			
		4, 6 & 8 HOUR SHIFTS		10 HOUR SHIFTS		4, 6 & 8 HOUR SHIFTS		10 HOUR SHIFTS		4, 6 & 8 HOUR SHIFTS		10 HOUR SHIFTS	
		100%	80%	100%	80%	100%	80%	100%	80%	100%	80%	100%	80%
H&W						\$0.040							
Pension						\$0.080							
Training													
Housing Fund													
Tip Earners Fund													
<b>Wages Total</b>		<u>\$0.275</u>				<u>\$0.190</u>				<u>\$0.310</u>			
		\$0.275				\$0.310				\$0.310			
Bellhop	8	111.85	89.48	139.81	111.85	113.37	90.70	141.71	113.37	115.85	92.68	144.81	115.85
Linen Room Attendant	8	137.95	110.36	172.44	137.95	139.47	111.58	174.34	139.47	141.95	113.56	177.44	141.95
Status Board Operator	8	138.80	111.04	173.50	138.80	140.32	112.26	175.40	140.32	142.80	114.24	178.50	142.80
Porter/House Person	8	128.85	103.08	161.06	128.85	130.37	104.30	162.96	130.37	132.85	106.28	166.06	132.85
Guest Room Attendant/ Common Area Attendant	8	126.70	101.36	158.38	126.70	128.22	102.58	160.28	128.22	130.70	104.56	163.38	130.70
Utility Porter	8	133.00	106.40	166.25	133.00	134.52	107.62	168.15	134.52	137.00	109.60	171.25	137.00
Deli/Beverage Attendant	8	120.55	96.44	150.69	120.55	122.07	97.66	152.59	122.07	124.55	99.64	155.69	124.55
(6 hours)	6	90.41	72.33			91.55	73.24			93.41	74.73		

**EXHIBIT 2 - CHECK-OFF AGREEMENT**

1. Pursuant to the Union Security provision of the Agreement between HILTON GRAND VACATIONS COMPANY, LLC A DELAWARE LIMITED LIABILITY COMPANY (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:

- (a) Downloaded from the Company's FTP site.
- (b) Uploaded by the Company to the Union's FTP site.
- (c) CD ROM.
- (d) Via e-mail transmission; after the Union has demonstrated to the Employer that the proper "PGP" security encryption measures exist in the Union's network.

The remittance shall be forwarded to the above designated financial officer not later than the twenty-fifth (25th) of the month, for the deduction from the first paycheck received by the employee [prior to the twenty-fifth (25th) 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 checkoff 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, its employees, agents and affiliates and Las Vegas Vacation Suites Owners Association, Inc. and FHRC Suites Owners Association, Inc., harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

### **EXHIBIT 3 - RE: FLOATING HOLIDAY ELIGIBILITY**

1. Employee is not eligible to request a floating holiday until he/she has completed his/her introductory period.
2. Holiday may not be taken prior to day of observance (New Year's Day or Veteran's Day), but must be taken prior to the next day of observance.
3. Employee must be actively on the payroll and must have received prior management approval in writing. Such approval shall not be reasonably withheld.
4. Regular employees only.
5. Employees will be paid floating holiday pay based on the number of hours in their regular shift at the time of the day of observance.
6. Must be taken as paid time off.
7. Cannot be canceled within thirty (30) days of approved selection except in emergency.
8. If after the day of observance the floating holiday has not been used or approved to be used prior to the effective date of the employee's termination, the floating holiday shall be paid at the time of termination if the employee has completed his/her probationary period.

## **SIDE LETTER #1- IMMIGRATION**

In the event that the employer determines 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 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, 2016, 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.

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 Team Member produces proper work authorization within twelve (12) months of the date of termination. Team Members do not accrue vacation or other benefits based upon particular Plan policies during such absences.

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

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

## **SIDE LETTER #2: LABOR-MANAGEMENT COMMITTEE**

Following ratification of the Agreement, the following issues and proposals shall be referred to Joint Labor Management Committees under Article 28 for resolution:

1. Housekeeping issues at the Strip property related to amenities and supplies.
2. Negotiation of language to permit floating of steady extra employees between all three properties, with initial emphasis on floating in the Deli.
3. To determine existing practice for all other deliveries and packages under new Bellhop Service language.

**SIDE LETTER #3 RE COMMON AREA ATTENDANTS AT LAS VEGAS  
BOULEVARD PROPERTY**

Employees currently serving as common area attendants shall continue to serve in that position. The Employer shall post a bid for any new openings for common area attendants. The Employer shall select the employee to fill this bid on the basis of his/her Guest Room Attendant classification seniority. Regular vacancies under this Side Letter shall be posted for seventy-two (72) hours near the employee time clock or other location to which employees have regular access.