

K#9937



# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**GRAND SIERRA RESORT AND CASINO**

**and**

**CULINARY WORKERS UNION LOCAL 226**

**November 1, 2016-October 31, 2023**

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## **AGREEMENT**

THIS AGREEMENT is made and entered into as of the 1st day of November 2016, by and between MEI-GSR Holdings, LLC dba Grand Sierra Resort and Casino (hereinafter, called the "Employer") and its successors and assigns, and the Culinary Workers Union Local 226 (hereinafter, called the "Union").

### **WITNESSETH:**

WHEREAS, the parties, 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 applicable to the employees in the bargaining unit defined herein which may have existed between the Employer or between the predecessor of the Employer, if any, and the predecessor of the Union, if any.

NOW, THEREFORE, in consideration of the forgoing, 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 collective bargaining representative for the Employer's employees working under the Union's jurisdiction at the Employer's facility located at 2500 East Second Street, Reno, Nevada 89595, and working in those job classifications listed in Exhibit 1 attached hereto and made a part of this Agreement. The Housekeeping Department (including only Guest Room Attendants, Housekeeping Runners, Housekeeping Utility Porters and Housekeeping Porters), Slot Associates and Slot Attendants will no longer be part of the bargaining unit. The term "employee" or "employees" as used in this Agreement means all persons directly employed by the Employer within the classifications set forth in Exhibit 1 attached hereto and made a part of this Agreement. The term "employee" or "employees" as used in this Agreement means all persons directly employed by the Employer within the classifications set forth in Exhibit 1, but excluding all other employees and excluding supervisors, as defined in the Labor Management Relations Act, as amended. Any classification established by the Employer not listed in Exhibit 1 where the employees perform duties covered by this Agreement shall be a part of this Agreement at a wage rate comparable to related job classifications. If the Union and the Employer cannot agree on the wage rate or the inclusion for any new classification, the issue may be submitted to the grievance procedure. The present practice of the hotel in regard to bargaining unit and non-bargaining unit work will continue, but cannot be expanded unless the Employer meets with the Union and bargains for any changes.

#### **1.02. Masculine Gender.**

In this Agreement the use of masculine gender shall be construed to equally include the feminine.

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

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

Whenever the Employer finds it necessary to hire new employees for vacancies in job classifications covered by this Agreement, the Employer, upon hiring such new employees, shall make available for the Union, on a monthly basis, their names, classifications and wage rates for inclusion into the Union's list of employees represented. In the event the Union has available qualified employees for the job classification within the unit, the Union may furnish the same to the Employer for consideration by the Employer. The Union's selection of applicants for the 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 aspect or obligation of Union membership policies or requirements, or upon an applicant's race, color, religion, sex, age, sexual orientation, or national origin.

The Employer shall be the sole judge of an applicant's suitability, competence and qualifications to perform the work of any job to be filled. The Employer may accept or reject any applicant for employment referred by the Union, provided that the Employer's acceptance or rejection of an applicant shall be solely upon the Employer's judgment and determination as to the factors set forth in the preceding sentence. The Employer's decision in matters pertaining to new hires shall not be subject to grievance and arbitration procedures.

### **2.02. Employee Orientation**

The Union shall be notified of orientation sessions for new employees and shall be afforded the right to meet with all new hires in the bargaining unit for a minimum of thirty (30) minutes during the orientation. The Union will be provided with the names, classifications and hire dates of all new bargaining unit employees prior to the orientation.

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

### **2.03. 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 or employment which varies the terms or conditions of employment contained in this Agreement.

### **2.04. Recruitment Wage Adjustment**

If the Employer finds its wages are not competitive in the current market, causing the Employer to lose employees and/or be unable to recruit new employees, the Employer shall notify the Union of the need to increase the starting wage of a non-competitive classification. The Union shall respond within two (2) weeks of notification to bargain over the increase. If the new starting rate is higher than the rate of any current bargaining unit members within that classification, the Employer shall automatically adjust those members' current rate, independent of any scheduled wage adjustments pursuant to this Agreement. Any increase will be retroactive to the date of notice. If the Union and Employer do not agree on the increase or if the Union fails to respond within two (2) weeks of notice, the Employer may implement the increase. Otherwise, the

Employer may not implement any such increase without notification to the Union and a signed agreement between the Union and the Employer.

### **ARTICLE 3: STATE LAWS**

#### **3.01. Invalidity of a Portion of Agreement.**

If any portion or portions of this Agreement are found to be invalid or void by a competent court, board or authority, the remaining portions of the Agreement shall remain intact and in effect.

#### **3.02. Indemnification.**

The Union will indemnify and save the Employer harmless against any and all claims, demands or other forms of liability, which may arise out of or by reason of, any action taken or not taken by the Employer, at the request of the Union, in violation of the Nevada Right-to-Work law.

#### **3.03. Check-Off.**

(a) Monthly Dues. The Employer will check off and remit to the Union initiation and monthly dues for employees who have executed and furnished to the Company a Payroll Deduction Authorization in the form of Exhibit 2 attached to this Agreement, which by this reference is made a part hereof.

(b) Billing Procedure. The Union will remit to the Employer a monthly billing stating the amount to be deducted from the wages of each employee pursuant to the Payroll Deduction Authorization form signed by the employee. (See Exhibit 2 for a copy of such authorization form). The Employer will deduct the funds so billed and remit them to the Union no later than twenty (20) days of the month following receipt of the monthly billing.

(c) Indemnification. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, and other form of liability which shall arise out of or by reason of action taken or not taken by the Employer at the request of the Union under the terms of this Article.

### **ARTICLE 4: UNION REPRESENTATIVES**

#### **4.01. Access to Employer Property.**

Non-employee Union Representatives shall have the following rights of access to bargaining unit employees on the Employer's property:

**Visitation Rights.** The Union shall designate in writing to the Employer the names of the authorized representatives who may exercise the Union's visitation rights.

**Designated Areas.** The designated Union Representatives shall have access to areas where bargaining unit employees are working solely for the purpose of observing matters relevant to the investigation of grievances. The designated Union Representative shall also have access to the employee cafeteria in order to conduct Union business. The majority of discussions/meetings between employees and the Union Representatives will only occur in the employee cafeteria, provided such meetings do not disrupt the atmosphere conducive to the employees' meal/break periods.

Work Interference. In no case shall such access interfere with the work of any employee or guest's activities or otherwise disrupt the Employer's operations.

Sign-In. Before entering the Employer's property for the purposes of contacting bargaining unit employees, the designated non-employee Union Representatives shall be required to report to a designated office, sign in and wear appropriate identification while on the premises of the Employer. In the event the designated office is not open, the Union Representative shall contact the security shift supervisor.

#### **4.02. Shop Stewards.**

Both the Employer and the Union agree that the Union may, at its discretion, have Shop Stewards from among the bargaining unit employees covered by this Agreement. The parties agree that there shall be no more than twenty (20) Shop Stewards and twenty (20) alternates. The Union shall notify the Employer in advance and in writing of the names of all Shop Stewards and alternates.

It shall be the recognized duty of the Shop Stewards to assist the bargaining unit representatives of the employees in monitoring contract compliance. Union business will be conducted by Union members, employees and Shop Stewards on their own time. The Shop Stewards shall confine themselves to the business of the Employer during working hours and they will not engage in any Union activities during working hours which will in any way, either directly or indirectly, interfere with operations, except as is expressly provided for in this Agreement.

The Employer agrees that it shall not discriminate against Shop Stewards because of their activities as such. When practical, and in accordance with the needs of the employer's business, Shop Stewards shall be scheduled to be off without pay to attend Union meetings so long as at least one (1) week's written notice has been given of the meeting date to the designated Employer representative.

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

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

(a) By the tenth (10th) day of each month a list of all employees hired into the bargaining unit or transferred into the bargaining unit during the preceding month, including each employee's name, social security number, department, job title, home address, phone number, gender, status (full-time, part-time, etc.), date of hire, date of birth and ethnicity.

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

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

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

1. Downloaded by the Union from the Company's FTP site;
2. Uploaded by the Company to the Union's FTP site;
3. Via email transmission (See 4.02(c) above); and
4. CD-ROM.

## **ARTICLE 5: SALARIES AND WAGES**

### **5.01. Weekly Payment.**

Regular employees shall be paid weekly, semi-monthly or bi-weekly as is the practice of the Employer, in accordance with the wage scales set forth in Exhibit 1. The Employer may change the pay cycle with thirty (30) days' advance notice to the Union. Records on the source and dates of any gratuities included on paychecks shall be made available to the employees on request.

### **5.02. Equal Pay.**

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

### **5.03. Deductions and Donations.**

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

(b) Cash Shortages. The Union agrees that the Employer can change its cash shortage procedures upon providing a 30-day notice to the Union. In no instances will the Employer make automatic cash deductions from employees' wages for any cash shortages until after consultation with the employee and the responsibility for the shortage has been established by the Employer.

### **5.04. Gratuities.**

All gratuities left by the customers are property of the employees exclusively, and no Employer or department head not covered by this Agreement shall take any part of such gratuities or credit the same in any manner toward the payment of an employee's wages. This provision does not apply to any present gratuity distribution in a department where splits include payment to supervisors/managers.

When 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 or statement that gratuities are included in such price.

Gratuities, regardless of the amount, signed by a registered hotel guest on the guest's individual hotel check, or by a registered hotel guest or other customer on his individual credit card, shall be paid to the employee in cash either after the end of the shift or immediately prior to the commencement of the employee's next shift; provided that, in the case of gratuities signed on a hotel check, the employee must have followed the Employer's established policy for verifying that the person who signed for the gratuity is a registered hotel guest and is not exceeding his established credit limit. No employee shall solicit gratuities from other employees or guests.

A special event shall be deemed to be any event for persons or groups arranged by a travel agent, booking agent, hotel sales representative, convention agent, promotional representative, operator or any other individual or agency where pre-delivered tickets or coupons, or package prices for food and/or beverages to be served to patrons of such events are involved and where regular employees of an establishment covered by this Agreement provide such service, excepting those from the exceptions listed in Article 5.

**Presentation of Checks.** Management reserves the right to present checks to guests in situations deemed appropriate; however, it is understood that gratuities associated with the check are the property of the Food Server.

#### **5.05. Complimented Guests.**

On those occasions when individuals or members of a group are provided with food and/or beverages which are complimented by the Employer, there shall be no guaranteed gratuity; provided, however, that the Servers who provide service shall be given the opportunity to present a check to the guest or guests being complimented.

(a) **Complimented Groups.** On those occasions when members of a group, which is not a special event as defined in Section 5.04(c), are complimented as a group and not individually, with food and/or beverages, except as provided in Section 5.04(6), there shall not be any guaranteed gratuity payable by the Employer.

(b) **Officers Checks.** Officers' checks and the employees' dining room are exempt from the provisions of Section 5.04.

(c) According to the schedule provided at negotiations, gratuities paid by the Employer for all other complimentary services shall be in the Employer's discretion and proceed through Payroll so as to appear on the employee's check.

#### **5.06. Terminated Employees.**

(a) **Applicable Laws to Article 5, Section 607.020-Discharge of an Employee-Immediate Payment:** Whenever the Employer discharges an employee, the wage and compensation earned and unpaid at the time of discharge shall become due and payable within twenty-four (24) hours.

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

1. The day on which he would have regularly been paid the wage or compensation; or

2. Seven (7) days after he quits or resigns, whichever is earlier.

#### **5.07. Health and Welfare.**

The Union and the Employer agree that eligible employees will be covered by the Grand Sierra Resort Health & Welfare Plans for the life of this Agreement. Bargaining unit employees will be required to pay the same monthly rate as non-bargaining unit employees. The Union understands and agrees that the current healthcare benefit costs are split on an approximately 75 percent/25 percent basis between eligible employees and the Employer, with the 75 percent being paid by the Employer. Future increases in healthcare benefits costs will similarly be passed through to bargaining unit employees on an approximately 75 percent/25 percent basis, with the 75 percent being paid by the Employer. Upon renewal of insurance contracts, the Employer may modify the terms, benefits, deductible and other terms of the Health and Welfare plans at its discretion; however, the bargaining unit employees will be subject to the same terms and conditions as non-bargaining unit employees. Finally, the Employer is and has been offering a Health and Welfare program for part-time employees, at 100 percent cost to the employee.

GSR agrees to negotiate in good faith with the insurance carrier for the continuation of these benefits and pass the cost to part-time employees based on the contract the Employer is able to negotiate.

#### **5.08. Superior Worker.**

The wage scales in this Agreement are minimum scales and do not prohibit the Employer from paying higher wages. It is specifically agreed that employees compensated at said higher wage rates may be returned to the scales published herein at the sole discretion of the Employer.

Employees paid Superior Workmen rates shall have their wages increased by amounts of not less than the increases in the minimum wage scales as specified in Exhibit 1, attached to and made part of this Agreement, for the classifications in which they are employed.

#### **5.09. Combination Jobs and Cross-Training.**

When an employee works in two (2) or more job classifications in any day, he shall be paid for that day at the rates of pay for the time worked in each classification; provided that this shall not apply in cases of relief for meal and rest periods. Further, the different pay rates for different job classifications apply only if employees actually work in a different classification for more than one (1) hour. If employees perform the duties of both classifications interchangeably throughout the day, they will be paid a blended rate, which would be the average of the rates applicable to the different classifications.

Bar helper and bar porter combination. The Employer will eliminate the bar porter position and combine the duties of bar helper and bar porter. As bar helper is the higher classification, it will remain in existence, while the bar porter classification will be eliminated. Bartenders will be expected to perform the duties outlined in the bartender job description as it presently exists, which include light cleaning. At the Union's request, as a one-time and non-precedential arrangement, the eliminated bar porters will have priority in any bar helper and utility steward positions that may become available, on the condition that they have the requisite qualifications or are readily trainable.

Cross-training is to occur throughout the organization-up, down, and on peer level classifications to ensure that employees are trained in multiple positions and can assist as business need requires. If cross-training is voluntary, the cross-training will be by seniority. If cross-training is involuntary, it will be conducted in reverse seniority. Further, in all jobs and classifications, employees' duties will now include light cleaning in their usual areas of work (e.g., wiping things down, picking up items left by customers, removing trash from the floor). This will not result in any change of pay or classification.

## **ARTICLE 6: DISCHARGE**

### **6.01. Cause for Discharge.**

(a) No regular employee, after having completed the probationary period under Section 17, shall be discharged except for just cause. 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 usage in accordance with the Employer's Drug & Alcohol policy, serious improper behavior or discourtesy toward a guest, insubordination, failure to report for work in accordance with the Employer's Attendance policy, walking off the job during a shift, possession of weapons on the Employer's property, gross incompetence, workplace violence, theft of Employer, co-worker or guest property and sexual harassment or any other inappropriate harassment of a co-worker or guest, such an employee must be given a written warning and an 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 the 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. An employee may not be discharged solely on a basis of verbal complaints by customers. The Union shall furnish the Employer with any statements and/or documents pertinent to the investigation within seventy-two (72) hours of request. The Union will have the right to view copies of videotapes at the hotel during an investigation of a case.

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

(a) 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, and may be issued by the Employer any time throughout the day, as business allows. All warning notices must be given to employees no later than fifteen (15) days from the occurrence or knowledge of the event which results in the warning, except for ongoing investigations. A legible copy of any written warning notice shall be given to

the employee for review by himself and, if desired, to 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 the Employer's own security force concerning conduct of an employee (except sexual harassment or any other inappropriate harassment of a co-worker or guest) 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. Final Warning.**

No employee shall receive a final written warning or be paid off or have his shift, station or days off changed for discriminatory reasons, or for disciplinary purposes unless a prior written warning has been given to the employee. If an employee is arrested or charged with a crime related to job conduct, the Employer may take disciplinary action for just cause without regard to the disposition of the criminal charge. In such circumstances, the Employer bears the burden of demonstrating just cause independent of the legal process, and the disciplinary actions can be grieved pursuant to this Agreement. In such cases, the employee's job status shall be determined by this Agreement. Alternatively, if an employee is arrested or charged with a felony, or a misdemeanor offense that tends to discredit the Employer or its operations, or tends to reflect unfavorably on the Employer or its operations, the Employer may suspend the employee without pay pending the outcome of the charge. If the employee is found not guilty, the employee shall be reinstated, and the Employer shall not then be able to take disciplinary action. If the employee is found guilty, the employee may be terminated. No employee shall be disciplined on account of a criminal proceeding which is not employment-related. After a period of eighteen (18) months, final written warnings shall not be considered in any disciplinary proceedings, except sexual harassment or any other inappropriate harassment of a co-worker or guest.

#### **6.04. Time of Discharge.**

The Employer has discretion to discharge employees at any time, subject to the provisions of this Agreement.

#### **6.05. Controlled Substance.**

In accordance with the Company practice, where there is reasonable cause to believe that an employee is under the influence of alcohol or a controlled substance, the employee, after being notified of the contents of this sub-Section, must consent to an immediate physical examination at an independent medical facility or suffer the penalty of discharge. The Employer shall pay for the cost of the examination. A blood alcohol level of .08 provides an absolute presumption that the employee is under the influence of alcohol or, in the event there is a statutory revision lowering the blood alcohol level by the state.

## **ARTICLE 7: EARLY SHIFT RELEASE**

### **7.01. Voluntary.**

An employee, with the Employer's approval, may voluntarily leave work early if he so desires and shall be paid only for the time actually worked on that shift. The Employer may solicit volunteers for early shift release who shall be paid only for the time actually worked on that shift.

### **7.02. Involuntary Release.**

The Employer may request that employees leave their shifts early due to lack of business, whereupon employees shall be paid a minimum of two (2) hours or one-half (1/2) of their scheduled shift, whichever is greater; provided however, that this provision is not intended to be used in bad faith or to deny an employee legitimate overtime pay and provided further that the Employer will first take request for early outs and then require early outs in ascending order of seniority of those employees on duty, provided this does not require the Employer to pay overtime. When a tipped employee is required to take an early out, under this section, the open station, if any, shall be offered in descending order of seniority to those employees on duty.

## **ARTICLE 8: DISCRIMINATION**

### **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 his or other employees' 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 or national origin, ancestry or disability, or sexual orientation.

### **8.02. Confessions or Statements.**

When a supervisor, manager, or security person interviews an employee for disciplinary reasons, or in a fact-finding interview which might reasonably lead to discipline, the employee shall have the right to be represented by an authorized Union Representative or Shop Steward. It shall be the responsibility of the employee to request such a representative or steward. Upon the employee's request, the Employer shall contact the representative or steward, provided that the Union has supplied an updated list containing the contact information and schedule of the representative or steward. If the Union has not provided such a list, it will be up to the employee to contact the representative or steward. If an authorized Union Representative or Shop Steward is not available, the employee can request that the interview be rescheduled or continue with the interview without the representative or steward, if the employee so chooses.

Each employee shall be required to sign a background investigation release for the purpose of allowing the Employer, Gaming Control Board, Nevada Gaming Commission, or any law enforcement agency to check the background and history of the employee or prospective employee.

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

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

The workweek pay period shall be from Friday through Thursday. For purposes of computing overtime, for an employee scheduled to work five (5) days in one (1) workweek, any hours in excess of eight (8) hours in a day or forty (40) hours in a week shall constitute overtime. For an employee scheduled to work four (4) days in one (1) workweek, any hours worked in excess of ten (10) hours in a day or forty (40) hours in a week shall constitute overtime. Overtime shall be effective and paid only after the total number of hours not worked due to early outs is first subtracted from the total number of hours actually worked per shift, per workweek. Overtime shall not be paid under this Section for more than one (1) reason for the same hours worked.

Employees absent for personal reasons on one (1) or more of their first five (5) scheduled days of work in their workweek shall work at the Employer's request on a scheduled day off in the same workweek at straight time. If the Employer anticipates such scheduling, the Employer shall provide five (5) days' advance notice.

This provision will remain in effect for the duration of this Agreement. However, at the expiration of the Agreement, the Employer shall have the right to compute and pay overtime in accordance with the provisions of existing federal and state law, and Union employees shall not have the right to overtime pay above and beyond the applicable federal and state law requirements.

### **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 split his/her days off.

### **9.03. Single Shift.**

No employee shall be required to work more than one (1) shift on any one (1) calendar day. This shall not prohibit the performance of overtime work consecutive with the employee's regular shift, as requested by the Employer.

### **9.04. Posting.**

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

## ARTICLE 10: CATEGORIES OF EMPLOYEES

### 10.01. Regular Full-Time Employees.

Regular Full-Time employees are employees carried on the Employer's regular payroll who are hired to work thirty (30) hours per week or more and are eligible for all benefits provided for in this Agreement.

### 10.02. Regular Part-Time Employees.

Regular Part-Time employees are employees carried on the Employer's regular payroll who are hired to work less than thirty (30) hours per week.

### 10.03. Extra Employees.

Extra employees are employees hired to perform work in addition to or as vacation, LOA or temporary absence replacements for regular employees. Extra employees shall not be covered by Articles 6, 11, 13 (except in relation to FMLA), 17, or by Sections 5.07, 9.02, and 9.03.

### 10.04. Reduction of Full-Time Employees to Part-Time.

At any point in time, no more than 25% of the entire bargaining unit may be comprised of part-time employees. Additionally, no more than 50% of cocktail servers can be part-time employees. Regarding the cocktail servers, 15% of the 50% limit stated in the prior sentence shall be achieved through attrition and hiring new employees. With respect to all other classifications, no more than 35% of the employees in each classification can be part-time employees, and the attrition requirements do not impact Employees who are on-call (or "extra") and are not considered for purposes of determining the applicable percentages.

The Employer may freely, and in its absolute discretion, within the limits set forth in this paragraph as to the percentages of full-time vs. part-time employees, move employees by order of seniority from full-time to part-time and vice-versa. If a classification or total limits are exceeded, for any reason other than the Employer moving an employee from full-time to part-time (such as termination, resignation, retirement, transfer, etc.), the Employer will have a reasonable opportunity to adjust the work force (including hiring, transfer and/or moves from part-time to full-time) without being in violation of the applicable limits. The Employer may elect to move some of the employees to part-time by attrition (e.g., keep current full-time employees and replace them upon separation of employment with part-time employees). However, except as otherwise provided in this paragraph, the Employer has the absolute discretion to move employees by seniority, at any time, between full-time and part-time classifications.

## ARTICLE 11: PAID TIME OFF

### 11.01. Amount of PTO.

All Union regular full-time eligible employees scheduled to work an average of at least 30 hours per week earn PTO based on length of service. PTO time accrues on a monthly basis from the date of hire as follows:

Months of Years of Continuous Service With Employer	Amount of Paid PTO
Hire to 1 year (6.66 hours per month)	80 hours per year

<b>Months of Years of Continuous Service With Employer</b>		<b>Amount of Paid PTO</b>
1 year	(10.00 hours per month)	120 hours per year
5 years	(13.33 hours per month)	160 hours per year

Employees will continue to accrue PTO until their bank reaches 2 times their annualized number of allowable PTO hours. However, the maximum number of accrued PTO hours will be 240.

Employees who reach the 240 hours cap will not accrue any more PTO until they use some of the PTO already accrued.

All regular part-time employees who work 16 hours per week will accrue PTO at the rate of 3.33 hours per month and will continue to accrue until the bank reaches 80 hours. Once they reach the 80-hour maximum, employees will not accrue any additional PTO until they use some of the PTO already accrued.

For employees who have accrued PTO above the 240-hour limit as of the day when this Agreement is signed, all current accrued but unused PTO over 240 hours will be grandfathered in and employees will be allowed to use it for 1 year after the effective date of the new contract, or sell it back to the Employer for 50 cents on the dollar, as provided above. If grandfathered PTO is not used within 1 year after inception of the new contract or sold back to the company, it will be lost.

Additionally, Union employees can sell their accrued PTO hours back to the Employer (twice a year on the announced dates in June and December) at 50 cents on the dollar. Employees can sell their accrued, but unused PTO to the Employer at 100 percent if they fulfilled the requirements for a PTO request.

An employee whose employment terminates, for whatever reason (voluntary or involuntary), prior to completion of the employee's introductory period will not receive payment for his or her accrued but unused PTO. An employee whose employment terminates, for whatever reason (voluntary or involuntary), after completion of the employee's introductory period will receive payment for accrued but unused PTO with the employee's final paycheck.

**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 PTO eligibility. Except as provided otherwise in Section 13, time absent from work while on authorized leave of absence 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.

**11.03. Time of Taking PTO.**

PTO is due on the employee's anniversary date of employment as set forth in Section 11.01, and shall be requested in accordance with these time limits: by November 1 for the following January through April period; by March 1 for May through August period; and by July 1 for September through December period. The Employer shall grant PTO to those employees who have given proper notice. PTO requests shall be made in writing to the Employer, and the Employer shall

provide the employee with a copy of the request indicating that such request was received. The Employer shall respond to the PTO request within three (3) weeks. An employee's PTO request may be denied if any of the following conditions apply:

1. The employee did not comply with the time limits for requesting PTO.
2. The employee is not eligible for PTO by the date the requested PTO would begin.
3. The employee requesting the PTO has less seniority than another employee requesting the same PTO period.

When an employee is denied his/her initial PTO request, the Employer shall provide the employee with a list of available PTO periods. The employee may then request PTO from the provided list within one (1) week. The Employer shall respond to the second request within two (2) weeks.

After the outlined timelines and procedures for PTO requests are followed, awards will be given on a first-come basis.

An employee's second request may still be denied if any of the above-enumerated conditions apply. No more than five percent (5%) of regular employees in any job classification or restaurant may take the same PTO period during blackout periods. The blackout restriction applies to:

Super Bowl Weekend;

Memorial Day Weekend;

Fourth of July Weekend (including whichever day of the week the Fourth of July falls on);

Hot August Nights;

Labor Day Weekend;

Burning Man Week;

Thanksgiving Day and the corresponding weekend; and

Winter Break (December 24 through January 2).

No more than ten percent (10%) of regular employees in any job classification or restaurant may take the same PTO period during non-blackout periods. However, if business conditions allow, the Employer may increase that percentage at the Employer's sole discretion.

#### **11.04. PTO Pay.**

PTO must be taken as paid time off, and no employee shall be allowed to work for the Employer during his PTO. PTO pay shall be computed on the basis of the employee's current rate of pay. Provided, however, that if an employee is regularly scheduled to work in two (2) or more classifications with different rates of pay, his PTO pay shall be computed at the rate of pay at which the majority of hours have been worked in the preceding anniversary year. For temporary layoffs of less than ninety (90) days, employees have the option of taking their PTO earned or

continuing to carry it. If a layoff exceeds ninety (90) days, all earned PTO is paid out. Only earned PTO is paid. Employees may request upfront pay of PTO when their PTO is to last 5 days or more, provided that the employee pays a \$5.00 administrative fee for the special processing of a separate check. The Employer may charge the \$5.00 administrative fee as a payroll deduction. Unless the employee requests special processing and upfront pay, the Employer will include the PTO pay in the employee's regular paycheck. Pay for PTO lasting less than 5 days will be included in the employee's regular paycheck.

## **ARTICLE 12: WAGE INCREASES**

### **(a) Increases Upon Ratification**

At ratification, bargaining unit employees in EVS, Laundry, Stewards and Convention Setup shall receive the following increases in hourly rates based on years of service as of the date of ratification:

0-2 Years of Service	\$1.00
More than 2 years and up to 6 years	\$1.25
More than 6 years	\$1.50

At ratification, Quick Serve Attendants (QSR Attendants) shall receive an increase in hourly wages such that all QSR attendants shall receive a minimum of \$11.50 per hour.

All other bargaining unit employees shall receive a \$0.20 increase in hourly pay upon ratification.

### **(b) Annual Increases**

In addition, the Employer shall pay the following additional amounts as of the dates shown to all bargaining unit employees.

<u>Date</u>	<u>Total Wage Increase</u>
November 1, 2018	\$0.25 per hour
November 1, 2019	\$0.27 per hour
November 1, 2020	\$0.30 per hour
November 1, 2021	\$0.32 per hour
November 1, 2022	\$0.35 per hour

## **ARTICLE 13: LEAVE OF ABSENCE**

### **(a) Leave of Absence.**

Union employees will be subject to the Employer's standard and uniform policies on the Family and Medical Leave Act ("FMLA"), the Uniform Services Employment and Reemployment Act ("USERRA"), and the discretionary Personal Leave of Absence. The Union shall have the right to review these policies 30 days before the policies become effective. Nothing in this Article shall preclude the Employer from complying with applicable law before giving the Union an opportunity to review any necessary policy changes, if such law gives the Employer less than 30 days to effectuate compliance.

**(b) Bereavement Leave.**

If a full-time employee loses a member of his/her family (identified below including in-laws and step family), the employee is eligible for up to two (2) days of paid bereavement leave. If the bereavement leave requires the employee to travel more than 500 miles from his/her residence, the employee shall be granted up to three (3) days of paid bereavement leave.

Parent	Spouse
Child	Sibling
Grandparent	

Eligible days of pay will be regularly scheduled work days.

The Employer may grant additional days of unpaid bereavement leave at its discretion.

The Employer may request documentation to verify the need for bereavement leave upon employee's return.

**ARTICLE 14: MEALS**

**14.01. Meals.**

For the convenience of the Employer and employees, all employees covered by this Agreement may take their meals in the employee cafeteria, upon paying \$2.00 for a hot meal. Said meals shall be palatable, wholesome and comparable in quality to those served to customers. The \$2.00 fee will apply uniformly to both Union and non-Union employees unless another current collective bargaining agreement precludes such charges. The Employer will make two (2) or more microwaves and additional silverware available to employees, but will not provide any other food storage facilities to employees. The Employer will make soup, salad, cold breakfasts and beverages available to Union employees in the front area of the cafeteria, where employees will not need to swipe their employee cards to access such items. The existing rule that employees may not remove food or drinks from the cafeteria remains in effect.

The Employer will have discretion to implement any policies related to the administration of the \$2.00 fee per hot meal, including refusal to accept cash and handling the payments through payroll deductions. The Employer shall allow each employee an uninterrupted unpaid meal period of thirty (30) minutes. The Employer will provide travel time where appropriate, but travel time will not exceed five (5) minutes to and from the employee's place of work.

The Employer will have management discretion to adopt the policies and procedures, and to make any changes necessary to implement the 30-minute unpaid meal period, including but not limited to installing new time clocks and clocking in/out procedures, installing security doors, requiring employees to clock in/out at particular locations, and passing cards to record in/out times in certain areas of the property.

**14.02. Break Periods.**

Scheduling of break periods shall be at the sole discretion of the Employer. However, such schedules shall be reasonably related to each shift. Employees may combine their meal and break periods, resulting in a 40 to 60-minute break where the first 30 minutes are unpaid.

<b>HOURS WORKED</b>	<b>MEAL ENTITLEMENT</b>	<b>BREAK ENTITLEMENT</b>
Less than 4 hours	No meal period No \$2.00 hot meal	One 10-minute break
4 hours but less than 6 hours	No meal period No \$2.00 hot meal before or after shift	One 10-minute break
6 hours but less than 8 hours	1 unpaid meal period** One \$2.00 hot meal during shift	One 10-minute break
8 hours but less than 10 hours	1 unpaid meal period** One \$2.00 hot meal during shift	two 10-minute breaks (May be combined with meal period)
10 hours or more	1 unpaid meal period** One \$2.00 hot meal during shift	three 10-minute breaks (May be combined with meal period)
**Does not include travel time		

**14.03. Pay for Meals Not Furnished.**

If an employee is required by the Employer to work through a shift without being given a meal period as required under Section 14.02, the employee shall be paid time and one-half (1 1/2x) the employee's straight-time hourly rate for the period.

**ARTICLE 15: BREAK PERIODS AND ABSENCE FROM WORK**

**15.01. Call-In Policy.**

The Company agrees to maintain its current attendance and tardiness policies on call-ins for the duration of this Agreement.

**ARTICLE 16: SPECIAL EVENTS/MISCELLANEOUS**

**16.01. Union Buttons.**

One (1) official Union button, no larger than two inches (2") in diameter, may be worn on the job at all times until a mutually agreed upon button is finalized between the Employer and the Union.

**16.02. New Equipment Introduction.**

Whenever the Employer proposes the introduction of new equipment which may significantly and substantially affect the terms and conditions of work or the wages of employees in a classification 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 significant and substantial effects of the introduction of such equipment upon the employees in classifications covered by this Agreement. 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 significant and substantial effects upon such employees.

**16.03. Uniforms.**

All uniforms and/or accessories distinctive by style, coloring or material required by the Employer to be worn by employees on the job shall be furnished and maintained by the Employer at no charge to the employee. 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. Alterations to uniforms may only be made by the Employer. Employees shall treat such clothing carefully and with respect so as not to unnecessarily damage or destroy it. If an employee intentionally damages a uniform, that employee shall bear the cost of replacement of said uniform. If an employee is terminated or otherwise leaves his employment, the employee shall return all such clothing to the Employer in good condition, reasonable wear and tear excepted; and if the employee fails to do either, the Employer shall deduct the cost thereof from the employee's final paycheck.

**16.04. Rotation of Stations.**

The Company will continue its current policy of equitable rotation of stations for the duration of this Agreement.

**16.05. Health/Safety Regulations.**

All Health Department and Safety regulations will be followed in accordance with law and specific departmental rules.

**16.06. Union Notices.**

The Employer shall furnish the Union with a bulletin board, to be located near the time clocks, for the purpose of posting Union information. All materials must be reviewed and approved prior to posting by Human Resources. The Company will not unreasonably withhold approval.

**16.07. Change.**

The Employer may assign Bartenders to make change on those bars having poker machines, and the Employer may establish reasonable rules to govern the handling of change banks.

**16.08. Construction.**

Employees in the affected area shall be given at least two (2) weeks advance notice of construction, except in emergencies, which may affect the employees' schedules, provided the Employer was aware of the construction sufficiently in advance to give such notice.

**16.09. Health and Safety Committee.**

The Employer, the Union and the employees agree to use existing practices with respect to Safety Committees/Safety Inspector.

**16.10. Customary Work.**

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. Sweeping, mopping, or general porter work shall be the duty of the

Porters or Kitchen miscellaneous employees. Any employee may be required to conduct light cleaning in their areas, including clean-up of accidental spillage or breakage in the room or area to which they are assigned.

Notwithstanding anything here to the contrary, employees may be required to do work outside his/her station on an occasional basis as is reasonably connected with or incidental to the proper and orderly conduct of operations within the property so long as the employee is not adversely affected financially, except in the event of an emergency. In addition, an employee may be required to do work outside his/her classification on a limited basis when business needs demand and, in such cases, shall be paid pursuant to Section 5.09.

Non-bargaining unit employees may perform bargaining unit work on a limited basis where business needs demand; provided, that such use of non-bargaining unit employees does not lead to the loss of bargaining unit employee hours and provided that for banquets the provisions of Section 19.20 are followed. Such use of non-bargaining unit employees must be occasional and not regular.

#### **16.11. Payments of Special Events Gratuities.**

Gratuities for special events shall be paid to employees who provide service not later than the payday for the payroll period in which such service was rendered. At such time, the Employer shall make available to the Union the names and dates of the special event groups and the names of employees and amount of gratuities received by them on their paychecks for the pay period involved, with the gratuities broken down by source.

#### **16.12. 401(k) Plan.**

(a) Members of the bargaining unit may participate in the Employer-sponsored 401(k) plan. Beginning January 1, 2018, the Employer shall provide the same 401(k) matching contribution for its bargaining unit members represented by the Union as it does for its employees outside of the bargaining units, which is a 25% percent match up to the IRS annual limit.

(b) With respect to the 401(k), the Employer has the right to change or eliminate the terms or conditions under which the benefit is provided, including without limitation, the nature and type of benefits provided, the continuation, modification or imposition of required employee's contributions to any such plan, the provider, the carrier or other business entity through which any such plan is made available to employees, the elimination of any such plan, or the implementation of a new or different plan. The Employer shall provide notice to the Union of any such change and the opportunity to bargain. Any such change must be applicable to all other employees covered by the 401(k).

#### **16.13. Room Service.**

(a) There will be a sixteen percent (16%) gratuity on all room service deliveries and a \$4.00 flat rate for non-PPE items/amenities delivered.

(b) There will be an eighteen percent (18%) gratuity on reception suites.

**16.14. Employee Parking.**

(a) The Employer will provide free and secure employee parking. The Employer will provide roaming security in the parking lot 24 hours a day. The Employer will add additional security cameras to the employee parking lot. The Employer and the Union shall have a quarterly meeting to discuss security issues.

(b) The Employer will match dollar for dollar any contributions made by the Union to increase security in the employee parking lot in addition to what is set forth above.

**16.15. Training Differential.**

Bargaining Unit employees who train other employees shall receive an additional \$1.00 per hour for time spent training.

**16.16. ServerTainer.**

(a) ServerTainers shall be provided with adequate space on Resort Property to practice dances which include mirrors and a working sound system. Mandatory training shall be compensated by the Employer.

(b) The Employer shall post opportunities for employees to train to become ServerTainers.

**16.17. Tip Pools.**

The Employer shall not mandate tip pooling in any outlet or on the casino floor.

**16.18. Other Employment.**

Except as otherwise provided in this paragraph, employees are not allowed to work another job while on leave from the Employer, including self-employment, without approval by the Employer. Employees are not permitted to work another job during the hours of their regular schedule with the Employer. An employee will be considered terminated on the day he/she begins new/concurrent employment in violation of this paragraph.

Employees may, however, work for another employer outside the hours when they are scheduled to work for the Employer, if the second employment does not interfere with and adversely affect the employees' duties for the Employer. Additionally, employees who are on FMLA leave may hold other jobs to the extent these jobs are not inconsistent with the reasons for which the employee sought FMLA leave. Finally, when employees are granted leave for to conduct Union business or participate in Union meetings, their activities on behalf of the Union shall be deemed to have been approved by the Employer for purposes of this paragraph.

**16.19. Immigration.**

In the event that a post-introductory employee has a problem with his or her right to work in the United States, the Employer shall notify the Union a reasonable time after the problem is known. Upon the Union's request, the Employer shall meet with the Union to discuss the nature of the problem to see if a resolution can be reached. However, the Employer may take any appropriate action before conducting the meeting.

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 reinstated to his or her former

classification without loss of prior seniority if the employee produces proper work authorization within twelve (12) months of the date of termination and shows, to the Employers satisfaction, that the employee lost his or her work authorization through no fault of the employee.

Employees do not accrue vacation or other benefits based upon particular plan policies during such loss of employment. In such a case, where the employee lost his/her employment through no fault of the employee, the Employer will rehire the employee into the next available opening in the employee's former classification, without loss of seniority, upon the former employee's providing proper work authorization within a maximum of twelve (12) months from the date of termination.

This new immigration policy is in no way intended to alter the interpretation or application of other applicable Employer policies (e.g., the obligation to provide proof of an employee's legal right to work in the United States, falsification of company records, etc.). These policies shall remain in full force and effect (as they may vary from time to time), and the Employer reserves every right to take action (up to and including employment termination) for violation of these policies.

#### **16.20. New Classifications.**

The Employer may implement a new classification, in Grand Cafe and elsewhere, which will be expediter/runner/backserver. The Employer will have the discretion to eliminate the position if practice shows that the position does not add the contemplated value. The position will be paid the equivalent of the pay for front servers at Charlie Palmer--\$7.45 or \$8.45, depending on which tier minimum wage applies. Additionally, the Employer may add a wine runner, who will be a Union member and will be compensated at \$8.50 per hour. The Employer expects to hire the employee on a part-time basis, but will have the discretion to vary the employee's schedule from part time to full time as business needs require.

#### **16.21. Snack Cart and Beverage Stations.**

The Employer may implement a cart serving Danish, snacks, and hot beverages on the casino floor for 2 to 3 hours in the morning and 2 to 3 hours in the afternoon. The cart will be serviced by non-union employees. The cart will not operate for more than 6 hours per day.

The Employer may also implement 3 to 5 self-serve non-alcoholic beverage stations at select locations on the casino floor. The stations will be available 24 hours per day, 7 days per week and will be stocked and cleaned by Union employee(s). The Employer has the discretion to determine the locations of these stations.

#### **16.22. Bartender and Cocktail Server Work Rules.**

The work rules attached hereto as Exhibit 5 shall apply to all Banquet Bartenders and Banquet Cocktail Servers.

### **ARTICLE 17: SENIORITY**

#### **17.01. Probation Period.**

An employee will be considered as a probationary employee for the first three (3) months of employment from his/her most recent date of hire by the Employer, which may be extended for an additional three (3) months by mutual agreement. A probationary employee may be terminated at the discretion of the Employer, and such termination shall not be subject to the grievance and arbitration provisions in Article 18.

**17.02. Definition of Seniority.**

House seniority is an employee's length of continuous service in years, months and days from his most recent date of hire by the Employer. Classification seniority is the employee's length of continuous service in years, months and days from his most recent date of hire or transfer, at a particular establishment covered by this Agreement, into his present job classification with the Employer. Transfers from one department to another or from one restaurant to another (Food Servers, Bus Persons and Food Runners only) shall constitute a change in job classification.

**17.03. Layoff and Recall.**

In the event of layoffs due to a reduction in force, probationary, Part-Time and extra 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 classification in accordance with their house seniority, provided they have the qualifications to perform satisfactorily the work available in their regular job classification. Employees have the initial obligation to provide the Employer with correct contact information. At the time an employee is laid off, the Employer shall ascertain the current address and telephone number of the employee.

Subsequent to that time, it is the responsibility of the employee to advise the Employer of a change in either address or telephone number. In order to maximize work opportunities for an employees, the Employer, during times of layoff/recall, may utilize the following method of reductions:

1. volunteer days off
2. volunteer early outs
3. reduce work equally where currently practiced or by house seniority where done by length of service

These options are purely optional and can be used by any department or group in any order, or can be skipped altogether and a layoff can be effectuated. Before implementing any of these three options, the Employer shall meet with the affected employees and use best efforts, as determined by the context of the situation, to reach an agreement with the employees. If the Employer and the employees are unable to reach an agreement, the Employer may implement any of the three options set forth above, at its discretion. The requirement that the Employer meet with the affected employees does not apply to situations when the Employer decides to conduct a layoff.

In accordance with their house seniority, regular employees in layoff status will be offered but not required to perform, all extra work in their classifications except for banquets or parties, before probationary employees are hired; provided, however, that such employees who have not completed their probationary period who are offered and accept extra work shall be paid as extra employees for such work.

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

(a) Promotions. When the Employer promotes an employee to another covered classification, the Employer will consider the employee's house seniority, qualifications to perform satisfactorily the work in the other classification, and prior performance. Where qualifications to perform the work and prior performance in the other covered classification are relatively equal among employees, the senior employee shall be the one promoted. For purposes of this paragraph (a) and

Section 2.01(a), a “promotion” shall be deemed to be a transfer to another covered classification in which the transferred employee has an opportunity for increased compensation or for subsequent job progression as a result of the transfer. An employee promoted under this Section who cannot perform satisfactorily the work of the job to which he or she was promoted, may be transferred back to his/her former job, within thirty (30) shifts after the date of the promotion. If the employee's former shift and station are no longer available, the employee shall be entitled to displace the least senior employee in the former classification. Permanent vacancies to be filled by promotion under this paragraph shall be posted for seventy-two (72) hours near the employee time clock or other locations to which employees have regular access. The Employer may fill the vacancy temporarily during the posting period.

(b) Preference for Shifts. When there is a permanent vacancy on a particular shift or schedule, or in the case of temporary summer shifts, employees in the same job classification on other shifts or schedules 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 schedule applied for and that a qualified employee is available to replace the employee desiring the transfer. An employee transferred under this Section shall assume the weekly and daily shift schedule, days of work and days off applicable to the vacant position to which transferred. 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 schedule who desires to work on a shift or schedule where the vacancy exists. All employees in bargaining unit classifications on the date this Agreement is effective will retain their current seniority date for classification purposes. In the event that employee shifts overlap resulting in a division of a work area, the manner in which the area is divided will be determined by the Employer, and the employee with the most classification seniority will have first preference of work area. Permanent vacancies under this Section shall be posted for minimum of seventy-two (72) hours and up to five (5) days, depending upon the reduction of the workforce in a department. The vacancies shall be posted where employee notices are normally posted. The Employer may fill the vacancy temporarily during the posted period.

**17.05. Extra Work.**

At the time of layoff, the employee shall state availability or non-availability for work.

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

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

- (a) he/she quits;
- (b) he/she is discharged for just cause;
- (c) he/she is absent exceeding the period of an authorized leave of absence;
- (d) he/she is absent due to injury or illness sustained during the course of employment, exceeding the period for which statutory, temporary, total disability payments are payable under the Nevada Industrial Insurance Act, provided that the employee shall have one (1) week after his/her release by an Employer's approved and qualified physician in which to return to work; or

(e) he/she is absent because of layoff exceeding six (6) months if he had less than six (6) months of active employment when the layoff began, or absent because of layoff exceeding twelve (12) months if he/she had six (6) months of active employment when the layoff began.

**17.07. 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 the time 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. Employees are initially responsible for providing the Employer with correct contact information and have the obligation to continue to provide the Employer with a current and correct phone number during the period in which they are subject to recall, so that the Employer can contact them immediately for any applicable recall position. A copy of the confirmation letter shall be sent to the Union. Reasonable advance notice must be given to an employee being recalled. If such employee fails to report to work within forty-eight (48) hours after the time specified for the employee to report, his 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.

**17.08. Bartender Promotion.**

The Employer and the Union will review, study and jointly work on the establishment of a mutually-agreed upon Bartender certification course and test, which will allow for a job ladder progression. First priority for the course study shall be current eligible Bar Persons. All new hires or transferees applying for a Bartender position shall pass the test before being deemed qualified.

**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 of and application to employees covered by this Agreement, or alleged violation of any provision of this Agreement.

**18.02. Time Limit for Filing Grievances.**

(a) No grievance shall be entertained or processed unless it is received in writing by either party within fifteen (15) workdays after occurrence of the event giving rise to the grievance or after the aggrieved party hereto acquires knowledge of the occurrence of such event, whichever is later. The written grievance shall set forth the provision(s) of this Agreement alleged to have been violated, and every effort will be made to set forth all the known facts allegedly constituting the violation.

(b) As used in this Article, the term "workdays" means from Monday through Friday, inclusive, but excluding any legally recognized federal and state holiday.

**18.03. Procedure for Adjusting Grievances.**

All grievances shall be adjusted exclusively in the following manners:

1. It is mutually agreed between the parties that the speedy resolution of grievances is in the best interests of the employees and the Employer. For that reason, the parties have created the

following grievance procedure which encourages the employee to first talk to his/her supervisor when questions, problems, complaints or disputes arise, and encourages the resolution of grievances at the lowest possible levels and provides for a quick and fair resolution of problems and disputes.

The employee may, within three (3) working 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 to 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.

The supervisor involved in the Step I meeting shall respond within three (3) days of the Step I meeting. While this step is encouraged, it is not required.

2. **SECOND STEP-GRIEVANCE MEETING.** The parties shall meet to discuss the grievance within ten (10) workdays from the filing thereof. For the purpose of attempting to resolve the grievance prior to arbitration, the parties, at this meeting, shall make full disclosure to each other of all facts and evidence then known to them which bear on the grievance, including interviews with all witnesses. If such interviews cannot be scheduled for the Second Step- Grievance Meeting, they shall be conducted prior to or during the Third Step-Board of Adjustment.

3. **BOARD OF ADJUSTMENT.** Any unresolved grievance shall be reduced to writing and scheduled for hearing by a Board of Adjustment within 15 calendar days of the filing of the grievance. The Board of Adjustment shall be comprised of not more than two (2) representatives of the Employer and two (2) 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. A decision concurred in by a majority of the members of the Board shall be considered final and binding on all parties. If a majority cannot agree to a decision, the company shall give its decision on the grievance within five (5) work days after the Board meets.

4. **ARBITRATION.** If the parties are unable to resolve the grievance during the Board of Adjustment, either party may, within seven (7) calendar days after the company issues its decision on the grievance (which decision shall be issued within 5 work days after the Board of Adjustment meeting), submit written demand to the other party requesting that the grievance be submitted to arbitration. Such written request for arbitration shall specify the issue(s) and provision(s) of the Agreement alleged to be involved, the name of the aggrieved employee(s) or party, the events giving rise to the grievance and the relief requested. Unless the time requirements are met, the grievance shall be considered waived or abandoned and no further action may be taken on such grievance.

In the event the parties are unable to agree upon an arbitrator within ten (10) days of the appeal to arbitration, the arbitrator shall be chosen by lot from a ten (10) member panel (to be decided upon following the signing of this Agreement), except that either party may strike one (1) arbitrator from the panel for a particular arbitration before drawing by lot. On each anniversary date of the Agreement, either party may strike up to three (3) members of the panel. The parties shall attempt

to agree upon replacement members of the panel, but in the event they cannot reach agreement, the required replacements shall be selected through an alternate striking procedure from the Federal Mediation and Conciliation Service arbitration panel. No arbitrator shall be chosen to serve in two (2) consecutive arbitrations unless by mutual consent of the parties. The decision of any arbitrator shall be final and binding upon the parties. An arbitrator shall only have the power and authority to interpret and apply the provisions of this Agreement to the grievance presented, and his decision shall apply only to the issue arising out of the facts of such grievance. The arbitrator shall have no authority to alter, amend, modify, nullify, ignore or add to the provisions of the Agreement either by implication or otherwise. The costs and expense of arbitration shall be shared equally by the parties, except that each party shall bear the expense of its own witnesses and representation at the hearing. Alternatively, by mutual agreement, the parties may submit to an expedited arbitration utilizing an arbitrator selected from the system provided in this Section; however, the parties will not be represented by counsel, and bench decisions will be rendered. These cases will be non-precedent setting.

## **ARTICLE 19: BANQUETS**

### **19.01. Definition.**

A banquet shall be deemed to be any function which has been regarded as a banquet according to the custom and usage so the hotel-casino industry in Nevada, including receptions. Banquet Captains, Banquet Bartenders, Coffee Servers, Banquet Bar Runners, Banquet Cocktail Servers, and Banquet Food Servers are Banquet employees carried by the Employer on its regular payroll and are covered by all provisions of this Article. Seniority under Article 17 shall be for the purpose of layoff and recall only, and shall be applicable only as among the Employer's Banquet employees

### **19.02. Scheduling.**

(a) Banquet Bartenders, Banquet Bar Helper, and Banquet Cocktail Servers will be scheduled by the Employer. Seniority will be taken into consideration when scheduling is done.

(b) Offsite Catering functions shall be scheduled by the Employer.

(c) Banquet Core List Servers shall be voluntarily scheduled among themselves for Roll-In Banquet functions before "A" list, Qualified In-House (scheduled for less than 30 hours for the week) and "B" List employees.

The Employer shall post the tracking list in a conspicuous area accessible to all Banquet employees.

### **19.03. Banquet Vacancies.**

When permanent vacancies for the Banquet Department must be filled, the Employer shall give preferential consideration to qualified In-House employees. The Employer shall consider qualifications and prior performance when making a decision.

### **19.04. On-Call Banquet Food Servers and Bartenders.**

(a) The Employer may establish an 'A' List, an In-House "A" list, a "B" List and an In-House "B" list for Banquet employees to be used only when staffing requirements exceed the Employer's regular Banquet staff.

(b) The Employer may determine the number of "A" List, In-House "A" List, "B" List and In-House "B" List Banquet Food Servers, Bartenders, and Cocktail Servers.

(c) Scheduling will be done by seniority and availability. The order will be "A" List, In-House "A" List, "B" List, and In-House "B" List.

**19.05. Meals for Banquet Employees.**

Meals for Banquet Employees shall be in accordance with the guidelines for all employees.

**19.06. Service Charge.**

On all banquets, excluding Total Event, the Employer shall pay the traditional service charge of eighty-five and one quarter percent (85 ¼%) of eighteen percent-(18%) of the total charges for food and beverage (except beverages served from a bar) to Food Servers and Captains who work the function, who shall receive equal shares of the service charge. The Employer shall pay a service charge of eighty-five and one quarter percent (85 ¼%) of eighteen percent (18%) of charges for all banquet bar functions, including hosted or cash, to the Bartenders who actually perform the work of preparing or delivering drinks. The service charge for banquet bar functions shall be separate from the service charges paid to other Banquet employees. All Banquet employees may keep any cash tips from customers. The Employer shall provide to Banquet employees, prior to or during the function, the menu, the number of guests, and the name of the group. If the service charge increases during the duration of this Agreement, the percentage formula shall remain the same.

The increase for banquet service charge from 16% to 18% will be split between employees and the employer. The employees will receive 20% of the increase with 50% of the 20% going to Banquet Servers and the other 50% going to the Convention Porters.

On In-House, Local and any event deemed as a "Special Function," gratuity will be fixed and set at \$75.00 per Bartender and \$150.00 per Food Server. The Employer shall have the right to increase these gratuity amounts based on the length and size of the event. The \$75.00 and \$150.00 limits shall apply to a maximum of 3 In-House, Local, or "Special Function" events per calendar year.

**19.07. Banquet Minimums.**

Banquet Captains, Food Servers, Bartenders, Banquet Bar Runners, and Cocktail Servers shall be paid for actual hours worked. A 2-hour minimum show up time will be paid if warranted.

**19.08. Setup and Breakdown.**

Banquet Captains, Food Servers, Bartenders, Banquet Bar Runners, and Cocktail Servers are responsible for all set-up and service to buffets, cooking stations and guests, as well as breakdown of same in banquet rooms.

**19.09. <sup>Full</sup> Full Function.**

No Banquet Captain eligible for gratuities shall share in the gratuities unless the employee works both set-up and service, or service and breakdown. No Banquet Food Server eligible for gratuities shall share in the gratuities unless the employee works a full function, including set-up and service; provided that, at banquets where clean-up work must be delayed until the conclusion of speeches

or a program, only the number of employees sufficient to perform the clean-up work need to be retained, and those employees not retained shall nevertheless share in the gratuities.

**19.20. Regular Employees Working Banquets.**

Where there is the need for additional banquet workers because no regular banquet employees are available for the extra work, the Employer may use regular employees in the classifications of food server, cocktail server, busperson and bartender to perform the duties pertinent to their respective classifications at banquet functions, provided they are paid the banquet wage rates for the parallel banquet classifications. Such banquet work will be offered to regular employees in descending order of house seniority within each classification. Such work is voluntary. Bargaining Unit employees in classifications other than those listed above who have at least one (1) year of prior banquet experience shall be considered for banquet work after all employees in listed classifications have been offered work. Such work is voluntary. If after the work has been offered as described above there remains a need for additional banquet workers, the Employer may then use non-bargaining unit employees to do the work. Regular employees who accept banquet work shall be returned to their regular classifications, shifts and stations on their next scheduled workdays following each banquet assignment.

**ARTICLE 20: PROHIBITION OF STRIKES AND LOCKOUTS**

**20.01. Strikes.**

Both the Union and the Employer recognize the service nature of the hotel/casino business and the duty of the Employer to render continuous and hospitable service to the public in the way of lodging, food and other amenities and accommodations. The Union agrees that it will not call, engage in or sanction any strike, sympathy strike, work stoppage, slow down, picketing, sit-down, boycott, refusal to handle merchandise, or any other interference with the conduct of the Employer's business for any reason whatsoever, including organizational picketing. This shall include dealings by the Employer with non-union suppliers, deliverymen, organizations, or other employees not covered by the Agreement.

**20.02. Action By Union.**

Should any of the activities prohibited by this Article occur, the Union shall immediately:

- (a) Publicly disavow such action by the employees;
- (b) Advise the Employer in writing that such action by employees has not been called or sanctioned by the Union;
- (c) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately. Should such employees refuse to follow the Union's direction to cease such activity and return to work within one (1) hour of receipt of such direction, the Union will allow the Employer to take disciplinary action against such employees; and
- (d) Provide notices to the Employer to post on the appropriate bulletin board advising that it disapproves such action, and instructing employees to return to work immediately.

**20.03. Lockout.**

The Employer agrees that, during the term of this Agreement, it shall not lock out any of the Employees in the defined bargaining unit.

**20.04. Action By Employer.**

The Employer shall have the right to maintain an action for damages resulting from the Union's violation of these provisions. Any claim by the Employer for damages resulting from any violation of this Article shall not be subject to the grievance and arbitration provisions of this Agreement. While disciplinary action taken against employees for violating this Article or any other provision of this Agreement is subject to the grievance clause hereof, the Employer is entitled to seek injunctive relief against any strike in violation of the Article pending the decision of an arbitrator. Grievances over disciplinary action taken against employees found to have violated this Article shall be limited to the issue of whether the employee in question actually engaged in the prohibited activity. If the Employer determines that an employee engaged in an activity prohibited under this Article, any disciplinary measures taken by the Employer against the employees must be left unmitigated.

**ARTICLE 21: MANAGEMENT RIGHTS AND RESPONSIBILITIES****21.01. Rights.**

It is agreed that the Employer alone shall have the authority to determine and direct the policies and method of operating the business without interference by the Union, except as otherwise expressly provided for or required by the Agreement. Except to the extent abridged, delegated, granted, limited or modified by specific provision of this Agreement, the Employer retains all of the following rights, powers and authorities that the Employer had prior to the signing of this Agreement, including but not limited to: the right to close its business or any part thereof; to discontinue or automate processes or operations; to determine the qualifications for new employees and to select its employees; to determine work schedules; to determine the number and type of equipment, material and supplies to be used; to hire, promote, transfer, assign in accordance with past practice; lay off and recall employees to work in accordance with this Agreement; to discipline employees for just cause (i.e., reprimand, suspend or discharge); to determine the assignment of work; to schedule the hours and days to be worked on each job and each shift; to discontinue, transfer, subcontract or assign all or any part of its business operations; to control and regulate or discontinue the use of supplies, equipment and other property owned or leased by the Employer; and otherwise generally to manage the business and direct the workforce. The Employer shall determine the size and composition of the workforce in all job classifications on all shifts. The Employer shall meet with a committee of employees in a particular department or restaurant before mass scheduling to obtain the employees views on how the Employer-determined jobs shall be scheduled. The Employer retains the right to make the final decision, but the employees' proposal will receive full consideration. Any grievance over whether the action of management is contrary to the terms of the Agreement may be taken upon Article 18.

**21.02. Rules and Posting.**

The Employer may establish and administer reasonable rules, regulations and procedures governing the conduct of employees, provided that such rules, regulations and procedures are not inconsistent with any provisions of the Agreement. The Employer shall make such rules available to employees and the Union upon request so that all employees affected thereby and Union

representatives may have an opportunity to become familiar with them. The Employer shall post and maintain any such rules in such places within its establishment so that all employees affected thereby and Union representatives may have an opportunity to become familiar with them. As business demands may dictate changes in company policies and procedures, the Employer will give the Union a 30-day notice of any applicable changes, unless circumstances render such notice impractical, in which case notice will be given as soon as practicable. The reasonableness of any rules, regulations and procedures provided herein is subject to the grievance procedures of this Agreement. The parties agree that all Hotel and Department Rules, policies, procedures and provisions of the Employer in effect at the time of the execution of this Agreement are accepted by the Union as effective and binding.

## **ARTICLE 22: COURT APPEARANCE AND JURY DUTY**

### **22.01. Court Appearance.**

Employees required to appear in court, administrative hearings, 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 hearings, or at the police department on behalf of the Employer on his days off or after normal working hours, he shall receive his straight time rate of pay for the hours spent in such appearances, less the witness fees received, but such time shall not be considered as time worked for any purposes under this Agreement.

### **22.02. Jury Duty.**

A Regular Full-Time or Part-Time employee who has completed thirty (30) continuous days of employment with the Employer 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 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 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. At the request of the Employer, the employee shall furnish satisfactory evidence of such service for which he 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 jury service, unless his jury service ended in time for him to report for a regularly-scheduled swing shift beginning no 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 date of hire.

## **ARTICLE 23: SUCCESSORSHIP AND SUBCONTRACTING**

### **23.01. Successors and Assigns.**

In the event that the Employer sells or assigns his 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 the date of transfer of the business for wages for employees covered by this Agreement. In addition, the Employer shall be responsible for earned 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, he will obtain from successors in interest a written assumption of this Agreement and furnish a copy thereof to the Union.

### **23.02. Subcontracting.**

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 Union employees 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. Any sublease, subcontract or other agreement for the performance of cleaning or janitorial services presently performed adequately by members of the bargaining unit 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.

Notwithstanding the foregoing, the Employer may lease space for up to eight (8) independently owned food and beverage operations, which currently includes (1) Johnny Rockets; (2) Rim; (3) California Pizza Kitchen; (4) Port of Subs; and (5) Yogurt Beach. This leaves the Employer with three more non-Union operations, for a total of eight operations.

- (a) Existing food and beverage outlets will continue in operations at substantially the same number of hours of operations subject to normal seasonal and weather changes.
- (b) No employee on the Employer's bargaining unit payroll as of the effective date of such leased restaurant operation will suffer a layoff or reduction in hours as a result of the leased operation.
- (c) The employer will notify the Union of its intention to lease space to a restaurant operator and the name and address of the operator within (i) 30 days before the lease is to commence; or (ii) what the contract with the vendor provides; or (iii) the amount of notice that is actually provided in the case of a lease termination. The Employer will provide the requisite notice to the Union within 7 days of the events contemplated in sections (ii) and (iii), whichever occurs sooner. With respect to replacing the departing vendors with new tenants, GSR will notify the Union of the particulars of the replacement tenant within 30 days after GSR and the replacement tenant enter into a valid and binding contract.
- (d) The leased food and beverage operation must be independent of the Employer. There shall be no room service or banquet functions of the Hotel serviced from the leased operation.
- (e) The Employer will arrange and participate in a meeting with the operator of the leased facility and the Union to determine whether the operator will sign a neutrality/card check agreement acceptable to the Union.

(f) If an unfair labor practices complaint is issued against the operator of the leased restaurant or its agents by the National Labor Relations Board, then Article 19 of this Agreement, Prohibition of Strikes and Lockouts, will not have any application to actions whose object is the leased food and beverage facility or its operator or employees.

(g) If the Employer's premises have a physical expansion exceeding fifty thousand (50,000) sq. ft. on the current footprint of the Hotel, the Employer may lease an additional two (2) food and beverage operations based on the same conditions in this Article.

**23.03. Transfer and Sell.**

In the event the Employer agrees to sell or assign its business or in the event there is a change in the form of ownership, the Employer shall give the Union notice thereof in writing within fifteen (15) days of the first non-refundable deposit made by the other party or parties to the transaction and shall set up a meeting between the prospective buyer and the Union.

The Employer shall make all payments which are due or shall be due for wages for employees covered by this Agreement as of the date of transfer of the business. In addition, the Employer shall be responsible for earned unused vacation payments for each employee covered by this Agreement unless the buyer assumes such liability.

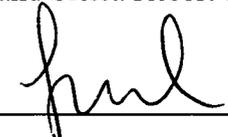
**ARTICLE 24: TERMINATION**

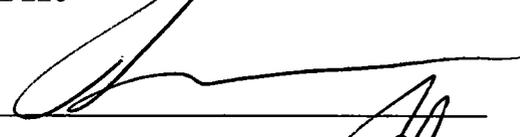
The Agreement shall be in full force and effect for seven (7) years from November 1, 2016. Accordingly, the Agreement shall expire on October 31, 2023.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2019 in Washoe County, State of Nevada.

EMPLOYER - MEI-GSR Holdings, LLC  
dba Grand Sierra Resort & Casino

CULINARY WORKERS UNION,  
LOCAL 226

BY: 

BY: 

ITS: Shannon Keel - GM

ITS: President

BY: 

ITS: Secretary - Treasurer

**EXHIBIT 1**

**Exhibit 1: Classifications & Wage Scales**

<b>Classification</b>	<b>GSR Rate Min</b>	<b>GSR Rate Max</b>	<b>11/1/ 2018</b>	<b>11/1/ 2019</b>	<b>11/1/ 2020</b>	<b>11/1/ 2021</b>	<b>11/1/ 2022</b>
Baker- Pastry Shop	12.00	17.50	0.25	0.27	0.30	0.32	0.35
Banquet - Bar Helper	9.90	11.15	0.25	0.27	0.30	0.32	0.35
Banquet - Bartender	7.45	8.95	0.25	0.27	0.30	0.32	0.35
Banquet – Captain	8.05	9.05	0.25	0.27	0.30	0.32	0.35
Banquet - Food Server	7.95	10.00	0.25	0.27	0.30	0.32	0.35
Banquet - Lead Conv Operation	11.95	14.50	0.25	0.27	0.30	0.32	0.35
Banquet - Lead Porter 10HR	11.70	13.50	0.25	0.27	0.30	0.32	0.35
Bar Helper - Crystal	7.70	11.00	0.25	0.27	0.30	0.32	0.35
Bar Helper – Main	7.70	11.00	0.25	0.27	0.30	0.32	0.35
Bar Helper – Crystal	10.20	11.50	0.25	0.27	0.30	0.32	0.35
Bar Helper – Main	10.20	11.50	0.25	0.27	0.30	0.32	0.35
Barista	11.75	11.75	0.25	0.27	0.30	0.32	0.35
Bartender - Cantina	7.45	8.95	0.25	0.27	0.30	0.32	0.35
Bartender – CP	7.45	8.95	0.25	0.27	0.30	0.32	0.35
Bartender – Crystal	7.45	8.95	0.25	0.27	0.30	0.32	0.35
Bartender - Escalator	7.45	8.95	0.25	0.27	0.30	0.32	0.35
Bartender – Main	7.45	8.95	0.25	0.27	0.30	0.32	0.35
Bartender - Showroom	7.45	8.95	0.25	0.27	0.30	0.32	0.35
Bell Desk - Dispatcher	10.20	10.20	0.25	0.27	0.30	0.32	0.35
Bell Person	8.45	9.05	0.25	0.27	0.30	0.32	0.35
Beverage Attendant Lead	15.00	15.75	0.25	0.27	0.30	0.32	0.35
Bus Person – Buffet	7.45	9.00	0.25	0.27	0.30	0.32	0.35
Bus Person – Café	7.45	9.00	0.25	0.27	0.30	0.32	0.35
Bus Person - Cantina	7.45	9.00	0.25	0.27	0.30	0.32	0.35
Bus Person – CP	7.45	9.00	0.25	0.27	0.30	0.32	0.35
Butcher	16.35	18.00	0.25	0.27	0.30	0.32	0.35
Cake Decorator	15.45	18.00	0.25	0.27	0.30	0.32	0.35
Captain - Room Service	9.45	11.00	0.25	0.27	0.30	0.32	0.35
Captain/Lead - Room Service	12.00	13.50	0.25	0.27	0.30	0.32	0.35
Cashier	10.50	12.00	0.25	0.27	0.30	0.32	0.35
Cocktail Server - Crystal	7.45	9.00	0.25	0.27	0.30	0.32	0.35
Cocktail Server - Main	7.45	9.00	0.25	0.27	0.30	0.32	0.35
Cocktail Server/Ent - Main	7.45	9.00	0.25	0.27	0.30	0.32	0.35
Cook – Helper	10.75	13.00	0.25	0.27	0.30	0.32	0.35
Cook I	12.75	14.00	0.25	0.27	0.30	0.32	0.35
Cook II	14.25	15.75	0.25	0.27	0.30	0.32	0.35

EVS - Floor Technician	12.95	13.49	0.25	0.27	0.30	0.32	0.35
EVS Utility Porter	11.00	12.60	0.25	0.27	0.30	0.32	0.35
Food Runner – Café	7.45	10.00	0.25	0.27	0.30	0.32	0.35
Food Runner – CP	7.45	10.00	0.25	0.27	0.30	0.32	0.35
Food Runner - Room Service	7.45	10.00	0.25	0.27	0.30	0.32	0.35
Food Runner- Cantina	7.45	10.00	0.25	0.27	0.30	0.32	0.35
Food Server - Buffet	7.45	10.00	0.25	0.27	0.30	0.32	0.35
Food Server - Café	7.45	10.00	0.25	0.27	0.30	0.32	0.35
Food Server - Cantina	7.45	10.00	0.25	0.27	0.30	0.32	0.35
Food Server - CP	7.45	10.00	0.25	0.27	0.30	0.32	0.35
Food Server - Room Service	7.45	10.00	0.25	0.27	0.30	0.32	0.35
Food Server - Wine Bar	7.45	10.00	0.25	0.27	0.30	0.32	0.35
Food Server/Trainer - CP	12.70	12.70	0.25	0.27	0.30	0.32	0.35
Host - Food and Beverage	8.50	12.50	0.25	0.27	0.30	0.32	0.35
Laundry Utility Porter	13.45	13.45	0.25	0.27	0.30	0.32	0.35
Laundry Worker I	10.50	12.50	0.25	0.27	0.30	0.32	0.35
Laundry Worker II	11.00	13.00	0.25	0.27	0.30	0.32	0.35
Laundry Worker III	12.00	13.50	0.25	0.27	0.30	0.32	0.35
Lead Cashier	10.75	12.50	0.25	0.27	0.30	0.32	0.35
QSR	11.50	12.75	0.25	0.27	0.30	0.32	0.35
Saucier	15.70	17.00	0.25	0.27	0.30	0.32	0.35
Sommelier -CP	18.74	19.50	0.25	0.27	0.30	0.32	0.35
Stewarding- Dishwasher Heavy	10.00	13.00	0.25	0.27	0.30	0.32	0.35
Stewarding- Supervisor Heavy	13.00	15.50	0.25	0.27	0.30	0.32	0.35
Stewarding- Utility Cleaner Heavy	11.00	14.00	0.25	0.27	0.30	0.32	0.35

## **EXHIBIT 2: CHECK-OFF AGREEMENT**

Pursuant to the Union Security provision of the Agreement between MEI-GSR HOLDINGS, LLC dba GRAND SIERRA RESORT AND CASINO (hereinafter referred to as the "Employer") and the CULINARY WORKERS UNION LOCAL 226 (hereinafter referred to as the "Union"), the Employer, during the term of the Agreement, agrees to deduct each month Union membership dues (including 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 amount levied by the Union in accordance with its Constitution and Bylaws. Deductions shall be made only for those employees who voluntarily submit to the hotel employing them the original or a facsimile of a written authorization in accordance with the Authorization for Check-Off of Dues form set forth below. It is the Union's responsibility to provide the employees with this form.

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

### **PAYROLL DEDUCTION AUTHORIZATION**

Date \_\_\_\_\_

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

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

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

The Employer shall continue to honor authorization in the following form executed by employees prior to the date this Agreement is ratified by employees represented by the Union:

## **PAYROLL DEDUCTION AUTHORIZATION**

1. 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.
2. 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 computer readable electronic form, in any one of the following media:

1. 3 ½" diskette in Formatted Text (Space Delimited) format or other electronic format, including thumb/jump drive, CD ROM in Formatted Text (Space Delimited), etc.

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

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

The remittance shall be forwarded to the above-designated financial officer not later than the twentieth (20th) of the month, for the deduction from the first paycheck (prior to the fifteenth 15th of the month) received by the employee for the month the dues are being paid.

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

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

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

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

### **EXHIBIT 3: POLITICAL ACTION COMMITTEE**

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

I hereby authorize the Employer to deduct from my pay the sum of \$1.00 per month and to forward that amount to the Unite Here TIP Campaign Committee. This authorization is signed voluntarily and with the understanding that the Unite Here TIP Campaign Committee will use this money to make political contributions and expenditures in connection with Federal elections.

I am aware of my rights to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Unite Here TIP Campaign Committee at 275 Seventh Avenue, 11th Floor, New York, New York 10001 and to the Employer.

The political contribution shall be made once each month during which an employee who has performed compensated service as in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the Unite Here TIP Campaign Committee at 275 Seventh Avenue, 11th Floor, New York, New York 10001, accompanied by a form stating the name and social security number of each employee for whom a deduction has been made, and the amount deducted.

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

Employees who revoke their authorization will not have a subsequent authorization honored by the Employer until the commencement of the following calendar quarter, at the earliest.

## **EXHIBIT 4: BARTENDER AND COCKTAIL SERVER WORK RULES**

The following Agreement serves to define specific work rules for Bartenders and Cocktail Servers at the Grand Sierra Resort. All employees recognize management's rights and responsibilities under this Agreement. The Managers shall consistently apply the work rules on all shifts. Any policy contained in this Agreement deemed inconsistent with the Collective Bargaining Agreement shall be void. Any policy contained in this Agreement which is duplicated in the Collective Bargaining Agreement shall be applied as set forth in the Collective Bargaining Agreement. This Agreement is subject to be renegotiated if the two parties deem it necessary.

### **BIDDING PROCESS:**

Any employee in a beverage classification may sign a posted bid. When vacancies occur in a bid area, posting of the bid is based upon business needs and staffing levels. The Beverage Manager shall determine the timing for posting bids. Days off for vacant bids may change prior to posting.

A vacant bid will have the time and date stamped on the bid. The bid will be posted in the Beverage Department for seventy-two (72) hours. Bids are awarded to the employee with the most classification seniority who signed the bid, and meets the requirements as referenced in 17.04 of the Collective Bargaining Agreement.

A bid is considered awarded when the employee accepts and signs for the new bid. The employee will then have twenty four (24) hours in which to change their minds. At the end of the 24 hours, the thirty 30 day lock in period will begin. Management may then post their original bid. Classification seniority will begin at that time in the event of a change in job classification. When an employee declines a bid with their signature or initials, that will be binding and they will not be permitted to change their minds at a later time. If an employee wins a bid while on PTO days or LOA, the bid will be considered awarded when the bid is accepted with a signature, and the 24 hour rule will apply as stated above. The employee will begin the new bid as soon as possible but in no more than two weeks from the signing of the bid.

When a posted bid remains unsigned for seventy-two (72) hours, any employee still in the lock-in period may sign the bid before it is filled by a new hire.

If a qualified employee is on PTO days or on an approved LOA and desires to be informed of a posted bid, they must provide the Beverage Manager or designee with the employee's contact number. A reasonable effort will be made to contact the employee, and such attempt will be documented. The employee's name may be written on the bid sheet by Beverage Management or by the employee's designated representative.

When a posted bid is pulled and postponed or held by Management for longer than thirty (30) days, the bid will be reposted for seventy-two (72) hours before being made available for new hires.

## PROMOTIONS:

When a bartender bid is posted and not signed or accepted by a currently-employed Bartender, it should be awarded to qualified internal barbacks or servers before hiring external candidates. Barbacks and/or servers that have been trained and are dual-coded as Barback/Bartender or Server/Bartender will be awarded based on classification seniority ahead of untrained Barbacks or Servers.

Beverage Management will evaluate the employee's job performance within the first fifteen (15) shifts of their initial bid to determine the employee's job skills. If the Beverage Managers determine the employee's job performance to be below standard, the employee will be counseled re-evaluated and given fifteen (15) shifts to bring their performance up to standard. The employee may be transferred back to their former job within thirty (30) shifts after the date of the promotion. If the employee's former shift and station are no longer available, the procedures set forth in Article 17 will be followed. The above mentioned time frame may be extended with the approval of both Management and the Union.

## CHANGES IN BIDS:

If business needs deem it necessary to change days off or work areas assigned to a bid by forty percent (40%) or more for full-time or reserve employees, an employee may opt to vacate their bid and go on the reserve list. If the changed bid affects any other bid shifts or schedules, a joint committee comprised of the Union Representatives, Shop Stewards, Committee Leaders and Beverage Management shall meet to determine the appropriateness of the changes. If the station is materially changed by forty percent (40%) or more, the affected employee(s) shall have the option of vacating the bid and going "open" with the same days off. Upon reopening of the original station the affected employee(s) shall be given the option of remaining open or returning to the original bid within ninety (90) days unless they have signed a new bid.

Full-Time employees working reserve due to the combining of stations will be considered bidded employees for the day and will maintain their seniority in the station they choose to work on that day. Any combining after commencement of the shift will be by seniority. Vacancies created by maternity, medical and personal leaves of absence shall be fitted on a daily basis by open reserve first, then on-call extras in order of classification seniority.

Written requests for temporary exchange of days off between employees will be considered for approval by Management on a case-by-case basis, but only when an extra day off cannot be granted to the person making the request. The days off being exchanged must be within the same pay week so that no overtime is involved. When exchanges are in effect, the employees involved will assume each other's seniority throughout the shift. If either employee does not fulfill the obligation to cover the exchanged shift, that employee will not be eligible for an exchange for the following three (3) months.

When an employee is moved from their bidded station to cover another area due to business needs, and their station is closed or combined, upon the reopening of the station, the employee will

be given the option of returning to their bid station as long as a qualified replacement is available.

## BARTENDERS

### CLOSING OF STATION:

When slow business dictates a temporary/daily reduction in the number of Bartenders on the floor, the Primary Station will remain open taking into consideration cocktail service Bartenders hours and hours of the bar operation. Bars that do not have a designated Primary Station will be combined by seniority. The Bartender in the closed station may either take an early out or complete the shift if another Bartender in an open station requests an early out. When a station is closed for the shift, the Bartender in the closed station will be placed on the Open Reserve list.

### BARTENDER BREAK SCHEDULES:

Break schedules are a bid schedule and any changes to the break schedule must be approved in advance, or during the shift by the Shift Manager, and the Manager must inform the Breaker. Break schedules must have a minimum of 3 breaks, or 2 breaks and an area to go into afterwards for the remainder of the shift. The Breaker must be able to run the full Break shift. This information will be made known to the Breaker prior to the daily selection of break schedules. Breakers will select their break schedules by seniority.

### OPEN RESERVE BARTENDERS:

Open Reserve Bartenders will pick their stations the day before by seniority. Once they have selected their station they will be considered bid to that station for the day. If it is the Bartenders day off on the day they are to pick, it will be the Bartenders responsibility to contact Management at 10 a.m. for Days, and 6:00 p.m. for Swing, if they have not already spoken with Management. If Management is not able to contact the Bartender within thirty (30) minutes after the above mentioned times, the Bartender will go to the bottom of the reserve list and will pick last. If the Bartender knows ahead of time that they are not going to be available at these times, they can give Management a list of their choices in descending order allowing Management to pick for them. Once Management contacts the Bartender, they will pass on all information of available stations and start times as well as any other information necessary to facilitate the Bartender in making their choice. The Bartender will make their choice immediately and will be locked in. If there is a sick call or a change in scheduling, the Open Reserve Bartenders in order of seniority will be given the option of staying with their original selection, or selecting the newly available station. In the event that a station with an earlier start time becomes available, and Management needs to fill it ASAP, Management will call, by seniority and go with the first available that they are able to contact. A message will be left by Management (answering machine, spouse, etc.) to verify the attempt to contact the employee. The employee will have ten (10) minutes to return the call before Management moves to the next on the list. It is the responsibility of the employee to provide Management with any alternate phone numbers.

### SICK CALLS:

All sick call coverage is handled in the following manner:

Open Reserve employees will be given the opportunity to fill the vacancy by seniority. Staffing and business may be at such levels that an additional employee is needed. The Shift Manager will make a reasonable effort to contact an employee on their designated day off provided overtime is not an issue. Calls will be made in descending order of seniority. If coverage cannot be obtained, the Shift Manager will commence calling employees by classification seniority without regard to overtime. The most senior employee who was called in to cover a sick call will have first consideration for an early out. If a forced early out is necessary in order to reduce labor costs the reduction will be done according to classification seniority.

An employee who calls in sick must call two (2) hours prior to the commencement of their scheduled shift. If an employee is unable to report for work they shall be personally responsible for notifying the Shift Manager in person on duty on ext. 2088 or on the individual manager's beeper, or company issued mobile telephone voicemail. If the employee is calling in close to the 2 hour deadline, and the Manager is not in the office, the employee will leave a message on the Beverage Office voicemail which notes the time of the call in the event that the employee is on hold waiting for the Shift Manager to answer the voicemail.

### EARLY OUTS:

Early Outs are based on seniority.

It is the responsibility of the employee to notify the Shift Manager at the beginning of their shift of any request of taking an early out. The Shift Manager may disseminate this information to any employee who should find that their station has been closed or combined or to the breakers who wish to work their full shift.

### EXTRA DAYS OFF/ PTO REQUESTS:

A request for extra offs may be utilized by calling two (2) hours prior to commencement of the shift. The Shift Manager will be available to receive calls either in the office or by mobile telephone PTO requests will be given priority over extra days off when submitted twenty-four (24) hours in advance.

In order to change shifts, Bartenders and Cocktail Servers must sign a vacated bid, with the following exception: in order to temporarily cover PTO days, extra days off and sick calls, a Bartender or Cocktail Server, by their own choice, may cover a shift provided that overtime is not created and provided that the minimum PTO days on their original shift are covered. If the minimum PTO days have already been provided on both shifts the employee must cover extra PTO days on their original shift. This exception shall apply only when all of the reserve or open bid employees on that shift have a station to work on that day. All reserve or open employees will pick their stations based on seniority.

If the company needs to reduce labor on the floor after the weeks schedule has been posted, management will make every effort to notify the affected employees at least three (3) hour before the start of the shift.

**RE-BID:**

In the case of an entire re-bid of cocktail servers or bartenders, if a bid is vacated the thirty (30)-day lock will not apply.

During a full re-bid of cocktail servers or bartenders, the full-time employees bid first, followed by part-time employees, then on-call employees. Bids shall be awarded based on classification seniority. If a vacancy remains after on-call employees have an opportunity to bid, then qualified employees in other classifications may sign bids. Note: "on-call" and "open-reserve" have the same meaning.

**ADDENDUM FOR COCKTAIL SERVERS**

This document serves to further define the work rules as they pertain to the Cocktail Servers. The goal is to maintain a set of rules that are consistent on each shift, and when working with each Manager. This addendum is intended to serve as an attachment to the Bartender and Cocktail Server Work Rules.

**GENERAL RULES:**

**PIT AREAS:** When the Pit is combined to reduce staff, the entire Pit will be combined by seniority.

When one Crap Game opens, it goes to the Senior Server. When a second game opens it will go to the next Senior Server. If two games open at the same time, or within fifteen minutes of the beginning of the shift, it will go AA/BB. When a third game opens, it will go to the Senior Server.

If only one (1) Cocktail Server has bid into a Pit area and an additional Cocktail Server is added due to an increase in business, the bidded Cocktail Server has the choice of the A or B sides of that Pit.

As more games open in the pit, the senior-bidded or only-bidded cocktail server divides the newly-opened games evenly among the pit cocktail servers. The craps table counts as two (2) games when the dividing occurs.

**BREAKS:** Break schedules will consist of a minimum of three breaks. Pit breaks will be provided by the Pit Breaker, unless there are not enough to fulfill the three break requirement. Upon completion of the breaks, the Server retains the right to either EO another Server, or to take, the EO themselves, unless needed due to business needs. In the event that the Breaker is needed to go to another area after the completion of the breaks, this information will be made known to the

Server prior to the selection of open areas. The Senior Breaker has first choice of station regardless of station.

ALL AREAS: To ensure that all areas of the Pits, Slots, Poker and Race remain equitable, especially after major changes or construction has occurred, the maps will be reviewed by a committee made up of Management, Shop Stewards and one or more Cocktail Servers in the affected areas whenever necessary.

When a Server is pulled from their bid area to cover another area due to business needs, once that Server is no longer needed in that area, the Server will return to their bid area as long as their bid area exists. If their bid area is closed they will go open. Management may 'uncombine' if business needs warrant.

OVERTIME: Overtime (OT) is awarded by seniority. A sign-up sheet will be maintained in the Beverage office on the bulletin board. Those willing to work OT on particular days will utilize this sign-up sheet. Management will assign and notify anyone who has signed up on the sign-up sheet of days needed for work.

#### DEFINITIONS:

**Bidder:** Someone who has signed a bid for a specific area such as one of the slots, pit, etc.

**Open or Reserve:** These Servers who have signed bids for their days off and shift only. These Cocktail Servers pick their areas to work on a daily basis based on their seniority.

**Part Time:** These Servers work in Part Time bids or are called in to cover busy times, PTO days, and extra offs.

The Order of selection will be Full-Time Servers in order of their classification seniority, Part-Time Servers in order of their classification seniority, and lastly On-call Servers in order of their classification seniority. Full-Time, Part-Time and On-Call Cocktail Servers shall be called to work before shifts are given to J-1 employees.

## MEMORANDUM OF AGREEMENT: BANQUET CAPTAINS

### **Definitions**

Coffee functions are defined as coffee breaks, continentals with no table set-up, continentals with table set up for less than three hundred (300) guests, beverage and snack-only breaks, working lunches, snack bars, bag lunches for less than five hundred (500) guests, and roll-in receptions.

Total Event Catering is defined as all off-property Food and Beverage functions not sponsored by the Employer.

Captain is defined as a supervisor to Banquet Servers.

Servers are defined as employees not hired by the Banquet Department as Captains or Scrub Captains.

### **Captain Scheduling**

The Banquet Managers will be responsible for scheduling Captains for banquet functions.

Banquet Captains are scheduled for food functions before all other personnel, excluding Coffee functions and Total Event functions. Captains are scheduled by Banquet Captain seniority, with the most senior Captain scheduled for one (1) function per day first. Captains are scheduled up to two (2) shifts each day (doubles). Scrub Captains are scheduled after Captains and before Core List Food Servers.

It is the Banquet Manager's responsibility to designate which Captains are the Lead Captains. The Lead Captains will be rotated on an equitable basis depending on availability of Captains that day. All Lead Captains scheduled by management will receive 1.5 shares of the gratuity. The number of Lead Captains will be determined by the Standard Count Table of this Memorandum of Agreement.

All other Captains will be scheduled by management to control excessive hours worked by a Captain to provide coverage for understaffed events or, if neither are necessary, to maximize contributions to the Captain's pool.

All Captains not scheduled as Lead Captains by management will be signed up in Core or Server slots and will receive 1.0 share of the gratuity. Captains retain the responsibility of their job position whether working as a Lead Captain or a Food Server.

### **Work Distribution**

The Banquet Managers will determine how many Captains are necessary for the day and will schedule Captains unless a Captain has asked for one-half (1/2) day off. If there are not enough Captain or Server slots to work all Captains that day, Captains will be scheduled by job position seniority.

Each food function must have supervising Captains. If possible, all Captains available will be scheduled for at least one (1) shift per day. All available Captains will be scheduled for two (2) functions per day before Core or Servers are scheduled.

Banquet Managers will be solely responsible for scheduling Captains-in-training (Scrub Captains) to enhance development.

Some Captains may not be booked for the day.

Captains will not be signed up for less than two (2) functions per day unless:

- they write the day off on the scheduling calendar;
- they sign up for one-half (1/2) day off on the scheduling calendar;
- the Banquet Manager determines that one (1) party to which a Captain has been assigned will require the maximum amount of work an employee is able to do in one (1) twelve (12)-hour day;
- there are not enough functions to schedule the Captains for two (2) functions per day, in which event, the most senior Captain is given first chance to have one (1) shift for the day.

Captains who not able to fill their schedule of two (2) functions per day in Captain assignments per “Standards per Function” will fill their schedule in Core or Server assignments.

After being scheduled for a shift, a Captain can request to be cancelled on that shift if management feels there is sufficient coverage and ample opportunity to replace that Captain. All other rules apply to this change. Captains may exchange shifts with other Captains with management approval.

### **Pop-Up Functions**

In the event of a Pop-up function, the Captains will be scheduled by Banquet Managers. A Captain asked to work less than twenty-four (24) hours prior to the scheduled shift time may refuse the function the first time without going to one-half (1/2)-day gratuity.

If all Captains available have been asked to work, the least to most senior Captains available will be asked again and will then go to one-half (1/2)-day gratuity split if they cannot work. The Banquet Manager retains the right to insist the Captain work if no other Captain is available or if the Captain is the last to write his/her name off in the scheduling calendar.

### **Cancellations/Count Drops**

In the event of cancellations or count drops, Captains will be moved to other functions that day, least senior to senior, displacing any employee except another scheduled Captain. If Captains choose not to displace a Server, they will be subject to the one-half (1/2)-day rules stated below.

If there are no Servers working and the count drops, the early out rules set forth below will apply. If a function cancels and no Servers are working, Captains will have the shift off.

### **Days Off**

Banquet Captains may request days off for the following week commencing on Sunday by writing their requests on the Banquet Managers calendar prior to Wednesday of the preceding week. Captains may also request up to two (2) one-half (1/2) days off per pay period. Captains will be

allowed only additional one-half (1/2) days off with permission from the Captain- scheduling Banquet Manager. Banquet Managers may deny all requests if business warrants.

### **Gratuity Pooling**

All Captain gratuities, whether or not the Captain is designated as a Captain or a Server for the shift, go into the Captain's gratuity pool for the day. Client Gratuities above the contractual amount which are added to the check or left post-function are split only among the Captains who work that function. Gratuities specified by the client to go to an individual Captain are not included in the split.

Employees hired as Banquet Captains will pool gratuities which will be on a twenty- four (24)-hour basis (defined as call-in times started after midnight to call-in times before midnight) among Captains who worked that day. Scrub Captains will be considered Captains for gratuity purposes. All Captains' shares of a function gratuity will go into the Captain pool. A Captain will receive a full share of that gratuity pool for the days worked if available to work any shift.

A Captain will be paid only one-half (1/2) the tip for the day, with the remaining one-half (1/2) going into the Captain gratuity pool to be divided equally among the Captain, if:

1. the Captain calls in or cancels a scheduled shift for any reason; or
2. the Captain requests one-half (1/2) day off, resulting in the Captain working only one (1) shift for the day and there is more than one (1) Captain working that day. Captains on the Captain's rate-per-hour shift will receive a full share of the gratuity if they work another function that day contributing to the gratuity pool. If they do not work to contribute to the pool, they will not receive a share of the gratuity pool for the day.

### **Multiple Function Pooling**

If a Captain is in charge of more than one (1) concurrent function, those functions' gratuities will be pooled together. The functions will be posted for scheduling as pooled functions. The Captain gets 1.5 share gratuity of the pooled total.

### **Early/Late Captains**

One Captain appointed by the Banquet Manager will review the schedule and adjust Captains for opening and closing using the following guidelines:

- Lead Captain will always open. The schedule will be checked so that Captains on breakfast the next day will not close. Captains on singles for the day will arrive at the scheduled time and close the function. If an individual function lasts over six (6) hours and two (2) or more Captains are scheduled on singles, the Captains may split the shift.
- Closing Captains will arrive no later than one (1) hour prior to the meal service.
- If all Captains are on doubles, the closing Captains will be assigned least senior to most senior, excluding the Lead Captain. Only the necessary number of Captains will remain to close.
- The closing Captains will be released from the luncheon function early, if possible.

- There will be one (1) closing Captain per forty (40) Servers.
- The schedule will be re-checked each day to adjust for management changes to the schedule.
- Efforts will be made to adjust the schedule to equal out hours for the day, on the assumption that the Lead Captain will clock in one (1) hour prior to a large party.
- Captains scheduled as Servers will be included in the early/late rotation.

**Miscellaneous**

Captains may clock in early with pay to prepare for upcoming functions. Captains may request volunteers among the Serving crew to come in early for functions. Mandatory time changes for Servers will be handled solely by Banquet Managers. Monetary designations have been used to determine the counts set forth below because they regularly denote VIP status of menus, guaranteeing superior service for those functions. Management has the right to adjust scheduling to control excessive hours worked by a Captain or to provide coverage for understaffed events.

**Standard Count Table For Maximum Captains Plus Servers Per Function**

Standard Servers and Captains working a function, excluding training sessions for individual Servers at training wage, with no gratuity. Captains will be scheduled to oversee each function according to the following table. The following are maximum counts:

Buffet and sit down meal function	*Menu cost per meal non-inclusive	**Servers per set count	Lead Captains per set count if available
Continental	Standard retail	1/40	1/1000
Breakfast 1	Over \$24.99	1/22	1/300
Breakfast 2	Under \$25.00	1/25	1/600
Lunch 1	Over \$29.99	1/22	1/300
Lunch 2	Under \$30.00	1/25	1/600
Dinner 1	Over \$49.99	1/16	1/100
Dinner 2	Under \$50.00	1/20	1/600

Reception counts include all Captains in Server-per-guest count.

Reception	Menu cost per guest non-inclusive	Number of Servers per guest by guarantee	Lead Captains per guest by guarantee
Reception 1	\$100.00 or more	1/25	1/100
2	\$50.00 — 99.99	1/50	1/300
3	\$5.00 — 49.99	1/80	1/600
4	\$0.00 — 499	Server \$ 12.00/hour Count per management	1/1000 All Captains signed up receive \$15.00/hour

Reception	Menu cost per guest non-inclusive	Number of Servers per guest by guarantee	Lead Captains per guest by guarantee
Bag lunches over 500 guests	Standard retail	1/80	1/800
Bar only events		Server \$ 12.00/hour	No Captain

\* In the event of special reduced prices, gratuity will be based on standard retail prices and, therefore, will be staffed according to retail. Costs not to include liquor. Per meal indicates amount of meals guaranteed by client on Banquet event order.

\*\* Set count for scheduling purposes not to exceed five percent (5%) of guarantee.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2019 in Washoe County, State of Nevada.

EMPLOYER - MEI-GSR Holdings, LLC  
dba Grand Sierra Resort & Casino

CULINARY WORKERS UNION,  
LOCAL 226

BY: [Signature]

BY: [Signature]

ITS: Shaman Keel-cvm

ITS: President [Signature]

BY: Geasuda Angello Klue

ITS: Sec Treasurer [Signature]

## **MEMORANDUM OF AGREEMENT BANQUET FOOD SERVERS: WORK RULES**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2018, by and between MEI-GSR HOLDINGS, LLC dba GRAND SIERRA RESORT (hereinafter referred to as "Employer") and the CULINARY WORKERS UNION LOCAL 226 (hereinafter referred to as "Union"), and attached to and made a part of the Collective Bargaining Agreement.

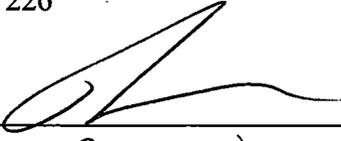
1. The Banquet Food Servers Core List will be comprised of up to fifteen (15) employees.
2. Scheduling will be done in order of seniority, first from the Core List, then from the "A" list.
3. Scheduled events for the upcoming week will be posted in the Banquet Office.
4. Core List Banquet Servers must sign up for work on the Server Sign-Up Sheet at sign-ups on Wednesday at 11 a.m.
5. Core List Servers and Captains must be available for a minimum of forty (40) hours per week when business needs warrant.
6. Work will be assigned to those Core List Servers who have not signed up for work five (5) days prior to the function and who do not have at least forty (40) hours per week.
7. All event service charge distributions will be posted in the Banquet Office and at the Red Table within seventy-two (72) hours of the event.
8. Employees must sign in and out, and must notify management immediately of any discrepancies in the posted gratuity sheets.
9. The Company will disclose menu items in the BEO (example: steak, chicken, fish or pretzels).
10. The Company will have a designated stationary sign-up area for each function which will be located in the Convention Gray Area.
11. Core List Servers and "A" List Servers will be scheduled by seniority "B" List Servers will be scheduled by rotation.
12. Servers who leave the Core List but wish to continue working will move to the top of the "A" List.
13. Any function that is scheduled within seventy-two (72) hours preceding the function shall be considered a pop-up event. Pop-up events will be scheduled by expedient seniority.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2019 in Washoe County, State of Nevada.

EMPLOYER - MEI-GSR Holdings, LLC  
dba Grand Sierra Resort & Casino

CULINARY WORKERS UNION,  
LOCAL 226

BY:   
ITS: Shannon Keel - cvm

BY:   
ITS: President  
BY:   
ITS: Sec. Treasurer 

**MEMORANDUM OF AGREEMENT SCHEDULING OF BANQUET FOOD SERVERS**

Banquet Food Servers may be required to call a designated number reserved exclusively for banquet scheduling each week to advise the Scheduling Coordinator (or leave a message) of his/her availability for the upcoming workweek.

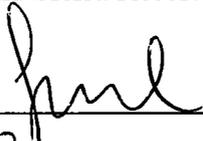
The Scheduling Coordinator will notify Banquet Food Servers of their upcoming weekly schedule by phone. It is understood that if the Coordinator is unable to reach the Banquet employee personally, and cannot leave a message, the Coordinator may proceed to the next Banquet employee on the list for distributing banquet food function assignments.

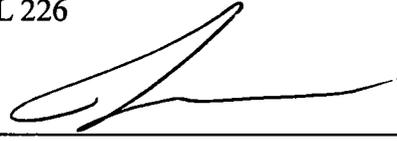
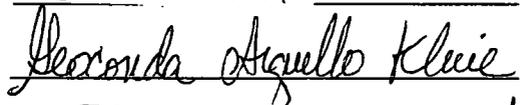
The Scheduling Coordinator shall allow a reasonable amount of time for Banquet Food Servers to respond to messages that are left with an individual or on a telephone-answering device.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2019 in Washoe County, State of Nevada.

EMPLOYER - MEI-GSR Holdings, LLC  
dba Grand Sierra Resort & Casino

CULINARY WORKERS UNION,  
LOCAL 226

BY:   
ITS: Shannon Keel - com

BY:   
ITS: President  
BY:   
ITS: Treasurer 

## MEMORANDUM OF AGREEMENT COFFEE SERVICE

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_ 2018, by and between MEI-GSR HOLDINGS, LLC dba GRAND SIERRA RESORT (hereinafter referred to as Employer”) and the CULINARY WORKERS UNION LOCAL 226 (hereinafter referred to as “Union”), and attached to and made a part of the Collective Bargaining Agreement.

The parties hereby agree to the following terms:

Coffee Service shall be responsible for the following:

1. All bag lunches for under two hundred fifty (250) people;
2. All working lunches;
3. All roll-in Continental Breakfasts;
4. All roll-in Theme Breaks;
5. All Deli lunches for fewer than sixty (60) people;
6. All roll-in breaks that are not full sit-down service, other than receptions and/or pop-ups, which shall continue to be at management's discretion;
7. Coffee Service Department shall have a Coffee Core List of not more than three (3) people. The Core List must be available for the Coffee Department functions before the Banquet Department, and shall be accessed prior to any other crew for scheduling extras.
8. The Coffee Captains (days) and Assistant (afternoons) shall receive the same tip as the rest of the crew.
9. Opportunities for promotion to the supervisory position shall be offered within the Department whenever possible.
10. The Company will make available all equipment necessary for personnel to complete assigned duties and tasks.
11. The Coffee Department is responsible for set-up and break-down of Coffee Department functions.

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12. The Coffee Department is responsible for ordering and/or stocking of supplies for all Department functions.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2019 in Washoe County, State of Nevada.

EMPLOYER - MEI-GSR Holdings, LLC  
dba Grand Sierra Resort & Casino

CULINARY WORKERS UNION,  
LOCAL 226

BY: 

BY: 

ITS: Shannon Keel - GM

ITS: President 

BY: Georgina Aguillo Kleis

ITS: Sec. Treasurer 

**SIDE LETTER #1 LAUNDRY DEPARTMENT**

It is hereby agreed that Employees of the Laundry who are assigned to the flatwork section shall be rotated daily on an equitable basis.

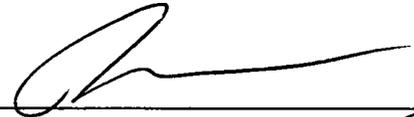
After lateral transfers, all open grade II or grade III positions should be considered for promotional opportunities. Promotional opportunities should be offered to current employees of the laundry before transfers from other departments or new hires. Promotions will be awarded on qualifications, seniority and work record. The posting shall be for three (3) days.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2019 in Washoe County, State of Nevada.

EMPLOYER - MEI-GSR Holdings, LLC  
dba Grand Sierra Resort & Casino

CULINARY WORKERS UNION,  
LOCAL 226

BY: 

BY: 

ITS: Sharon Keel - GM

ITS: President: 

BY: Geronda Aquello Klein

ITS: Sec. Treasurer 

**SIDE LETTER #2 OVERTIME**

**Kitchen and Steward**

The Employer shall post known overtime dates every ten (10) days. Sign-up sheets will be provided; and only interested qualified employees may sign the sheet.

The sign-up sheet will be available for sign-up until five (5) days prior to the date the overtime is needed.

There will be an equitable distribution of overtime.

The Company will post classification seniority for the affected employees.

**Laundry**

The Employer shall post known overtime dates every two (2) weeks. Sign-up sheets will be provided; and only interested, qualified employees may sign the sheet. The sign-up sheet will be available for sign-up until five (5) days prior to the date the over tie is needed.

There will be an equitable distribution of overtime.

The Company will post classification seniority for the affected employees.

**Porter**

The Employer shall post known overtime dates every ten (10) days. Sign-up sheets will be provided; and only interested, qualified employees may sign the sheet. The sign-up sheet will be available for sign-up until two (2) days prior to the date the overtime is needed.

There will be an equitable distribution of overtime.

The Company will post classification seniority for the affected employees.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2019 in Washoe County, State of Nevada.

EMPLOYER - MEI-GSR Holdings, LLC  
dba Grand Sierra Resort & Casino

CULINARY WORKERS UNION,  
LOCAL 226

BY: [Signature]

BY: [Signature]

ITS: Shannon Keel-cwm

ITS: President

BY: Deborah Angello Kliese

ITS: See Taesma JK

### SIDE LETTER #3 BELL DEPARTMENT

This is to confirm that the schedule of payments and distribution of gratuities as set forth below will be maintained for the duration of the labor agreement:

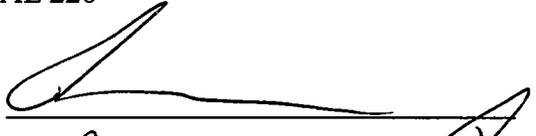
1. Service Charge for deliveries to guests' room (exclusive of luggage): Bell Persons receive Fifty Cents (\$.50) to deliver an item outside the room (i.e., door knob "goodie" bag) and One Dollar (\$1.00) to deliver an item inside the room. This is a per room delivery, not a per item delivery.
2. Flower Deliveries: Bell Persons are paid Three Dollars (\$3.00) for delivery of flowers from the gift shop. If a guest and/or outside flower company wants flowers delivered to a room, this is treated as a routine front, with no guarantee of gratuity.
3. Newspaper Deliveries: Bell Persons and/or Dispatcher are paid Twenty Cents (\$.20) per paper delivered to the doorstep of the guestroom.
4. Bus Group Service Charge Distributions: Bus groups are usually charged an average of Three Dollars (\$3.00) per person for the deliver/pick-up of luggage. Bell Captains receive fifteen percent (15%) from the total service charge, after which Bell Persons doing the check-in receive sixty percent (60%) of the balance of the service charge, and Bell Persons doing the checkout receive the remaining forty percent (40%). If a service charge is collected for luggage delivery and the Bell Person does not provide the service, the balance of the service charge (after Captain's fifteen percent (15%)) is retained by the Employer to offset salaries and wages. If the Bell Person carries less than fifty-one percent (51%) of the group, the employee receives One Dollar and Fifty Cents (\$1.50) per person, with fifteen percent (15%) going to the Captain and the balance going to the Employer.
5. Bus Group Assignments: Assignments are made to the low Bell Person based on the "PAX" count, which is a cumulative total of the number of people for which bags were moved. New Bell Persons are averaged in upon their position date. Low Bell Person is low for the shift; however, Captains have the discretions to reassign or change based on last-minute limo runs or other business-related issues.
6. Promotional Events and Complimented Guests: There is no guaranteed gratuity or service charge for these activities. They are treated as regular Front.
7. Limo Runs: Bell Persons shall not be required to do any transportation or driving including but not limited to Limo Runs, Sales Department VIP Transports, "entertainment runs" and Airport shuttle runs, except in cases of emergency in which case Bell Persons shall be paid a \$10.00 per hour above the Bell Person's hourly rate for such runs. The Employer may subcontract this transportation work, however the subcontractor may not do fronts or any other job duties currently done by Bell Persons.
8. Scooters: Bell Persons are paid Two Dollars (\$2.00) per scooter handled by the Bell Person.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2019 in Washoe County, State of Nevada.

EMPLOYER - MEI-GSR Holdings, LLC  
dba Grand Sierra Resort & Casino

CULINARY WORKERS UNION,  
LOCAL 226

BY: 

BY: 

ITS: Shamankhel-cm

ITS: Reserant 

BY: Seconda Aquello Klein

ITS: EC Taesbner 

**SIDE LETTER #4: COCKTAIL SERVER TASK FORCE**

The parties agree to create a Cocktail Department specific Task Force tasked with determining how to improve customer service scores, which shall include a discussion of rotation of stations. The make-up of the Task Force will be such that those involved have decision making capability and will be limited to no more than six (6) people from the Company and six (6) people chosen by the Union (including the Union representative) each so that meaningful communication can occur. Those participating in the Task Force will be mindful that in order to make progress both parties need to clearly communicate their position on each issue in such a fashion that it demonstrates agreement and support amongst those they represent for their proposal on the table.

Both Parties agree that the Task Force will begin meeting no later than one (1) week after ratification of the Parties' labor agreement and will continue meeting until they have reached agreement on the issues specified here.

In the event that the Parties are unable to reach an agreement on the issues specified within sixty (60) days after ratification of the agreement, the Employer may implement its last proposal. However, whether the change implemented is a result of agreement by the parties or unilateral implementation by the Employer, the parties agree to meet within six (6) months of implementation to discuss whether changes are needed to the rotation process or whether the Employer should return to bidded stations.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2019 in Washoe County, State of Nevada.

EMPLOYER - MEI-GSR Holdings, LLC  
dba Grand Sierra Resort & Casino

CULINARY WORKERS UNION,  
LOCAL 226

BY: [Signature]

BY: [Signature]

ITS: Shannon Keel-cwm

ITS: President

BY: Seconda Aquillo Klein

ITS: Sec. Treasurer [Signature]

**SIDE LETTER #5: TIP COMPLIANCE**

The Employer agrees that it will provide notice to the Union of any notification of changes it receives from the Internal Revenue Service (IRS) in the tip compliance rates under the Gaming Industry Tip Compliance Agreement (GITCA) with the IRS. Further, the Employer agrees it will join with the Union to negotiate any changes in these rates and will not make any unilateral agreement with the IRS related to the GITCA.

In the spirit of transparency, the Employer agrees to share with the Union tip compliance rates.

Finally, the Employer agrees that it shall join with the Union to seek discussions with the IRS to address any issues identified by the Union or the Employer related to the appropriateness of the tip compliance rates.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2019 in Washoe County, State of Nevada.

EMPLOYER - MEI-GSR Holdings, LLC  
dba Grand Sierra Resort & Casino

BY: [Signature]

ITS: Shannon Keel-GM

CULINARY WORKERS UNION,  
LOCAL 226

BY: [Signature]

ITS: President [Signature]

BY: Rebecca Arguello Kline

ITS: Sec. Treasurer [Signature] JK