

K#9939



027462
002892

**COLLECTIVE BARGAINING
AGREEMENT**

between

NAV-LVH, LLC

dba

Westgate Las Vegas Resort & Casino

and

LOCAL JOINT EXECUTIVE BOARD OF

LAS VEGAS

2018-2023



TABLE OF CONTENTS

ARTICLE 1: RECOGNITION AND CONTRACT COVERAGES1
 1.01. Recognition of the Union.....1
 1.02. Open and Excluded Classifications.2
ARTICLE 2: HIRING OF EMPLOYEES.....2
 2.01. Hiring Procedure.....2
 2.02. Employee Orientation.....3
 2.03. No Individual Contracts.....3
ARTICLE 3: UNION SECURITY3
 3.01. Union Shop.....3
 3.02. Effect of State Laws.....4
 3.03. Check-Off.....4
 3.04. Indemnification.....4
ARTICLE 4: UNION REPRESENTATIVES4
 4.01.....4
 4.02.....5
 4.03. Employee Information.....5
ARTICLE 5: SALARIES AND WAGES6
 5.01. Weekly Payment.....6
 5.02. Gratuities.....6
 5.03. Terminated Employees.....7
 5.04. Delinquencies.....7
 5.05. Deductions and Donations.....7
 5.06. Superior Workmen.....7
 5.07. Combination Jobs.....8
 5.08. Equal Pay.....8
ARTICLE 6: DISCIPLINE.....8
 6.01. Cause for Discharge.....8
 6.02. Warning Notices.....9
 6.03. Time of Discharge.....9
 6.04. Disciplinary Suspension.....10

| | |
|---|-----------|
| 6.05. Mitigation of Damages..... | 10 |
| 6.06. Language of Notices or Meetings..... | 10 |
| ARTICLE 7: REPORTING PAY | 10 |
| 7.01. Reasons for Payment..... | 10 |
| 7.02. Discharged Employees..... | 10 |
| 7.03. Early Shift Release..... | 11 |
| ARTICLE 8: DISCRIMINATION AND LIE DETECTOR TESTS | 11 |
| 8.01. Prohibited Discrimination..... | 11 |
| 8.02. Lie Detector Tests Prohibited..... | 11 |
| 8.03. Confessions or Statements..... | 11 |
| 8.04. Bondable Status..... | 11 |
| ARTICLE 9: WORK SHIFTS, WORKWEEK AND OVERTIME..... | 13 |
| 9.01. Shift and Weekly Overtime..... | 13 |
| 9.02. Days Off..... | 13 |
| 9.03. Guaranteed Work..... | 13 |
| 9.04. Single Shift..... | 15 |
| 9.05. Split Shift..... | 15 |
| 9.06. Posting..... | 16 |
| ARTICLE 10: RELIEF, STEADY EXTRA AND EXTRA EMPLOYEES | 16 |
| 10.01. Regular Employee..... | 16 |
| 10.02. Relief Employee..... | 16 |
| 10.03. Extra Employee..... | 16 |
| 10.04. Steady Extra Employee..... | 16 |
| 10.05. Extra Work Premium..... | 17 |
| 10.06. Steady Extra Board..... | 17 |
| 10.07. Conditions Applicable to Steady Extra Board Personnel..... | 17 |
| 10.08. Staffing for Distressed Food and Beverage Venues..... | 18 |
| 10.09. Seasonal Pool Positions..... | 21 |
| ARTICLE 11: VACATIONS | 21 |
| 11.01. Amount of Vacation..... | 21 |
| 11.02. Break in Employment..... | 21 |
| 11.03. Time of Taking Vacation..... | 22 |
| 11.04. Vacation Pay..... | 22 |
| 11.05. Prorated Vacations..... | 23 |

| | |
|---|----|
| ARTICLE 12: HOLIDAYS | 23 |
| 12.01. Recognized Holidays | 23 |
| 12.02. Holiday Pay | 24 |
| 12.03. Failure to Report | 24 |
| 12.04. Floating Holidays..... | 24 |
| ARTICLE 13: LEAVE OF ABSENCE | 25 |
| 13.01. Reasons for Leaves of Absence | 25 |
| 13.02. Leaves Due to Industrial Illness or Injury. | 26 |
| 13.03. Medical Disability. | 26 |
| 13.04. Relationship to Family and Medical Leave Act. | 27 |
| 13.05. Light Duty..... | 27 |
| 13.06. USERRA Protection. | 28 |
| ARTICLE 14: MEALS..... | 29 |
| 14.01. Meals Furnished By Employer. | 29 |
| 14.02. Number of Meals. | 29 |
| 14.03. Pay for Meals Not Furnished. | 29 |
| ARTICLE 15: UNIFORMS AND FACILITIES..... | 29 |
| 15.01. Uniforms Furnished by Employer. | 29 |
| 15.02. Care of Uniforms and Clothing. | 30 |
| 15.03. Facilities for Employees. | 31 |
| 15.04. Theft..... | 31 |
| ARTICLE 16: MISCELLANEOUS | 31 |
| 16.01. Clean-Up Work..... | 31 |
| 16.02. Carrying Tables and Chairs. | 31 |
| 16.03. Duties of Guest Room Attendants, Porters and House Persons. | 31 |
| 16.04. Apprentice Bartenders. | 35 |
| 16.05. Mopping of Floors. | 36 |
| 16.06. Furnishing of Linen and Equipment. | 36 |
| 16.07. Room Service..... | 36 |
| 16.08. Aprons, Boots and Hard Hats. | 36 |
| 16.09. Bartenders and Apprentice Bartenders. | 37 |
| 16.10. Union Buttons. | 37 |
| 16.11. Rotation of Stations. | 37 |
| 16.12. Break Periods..... | 37 |

| | |
|---|-----------|
| 16.13. [INTENTIONALLY OMITTED] | 37 |
| 16.14. [INTENTIONALLY OMITTED] | 37 |
| 16.15. Floor Coverings. | 38 |
| 16.16. Presentation of Checks. | 38 |
| 16.17. Notice by Employee. | 38 |
| 16.18. Knife Sharpening. | 38 |
| 16.19. Parking. | 38 |
| 16.20. [INTENTIONALLY OMITTED] | 38 |
| 16.21. [INTENTIONALLY OMITTED] | 38 |
| 16.22. [INTENTIONALLY OMITTED] | 38 |
| 16.23. Work Record..... | 38 |
| 16.24. Prohibited Work..... | 39 |
| 16.25. [INTENTIONALLY OMITTED] | 39 |
| 16.26. [INTENTIONALLY OMITTED] | 39 |
| 16.27. Required Service..... | 39 |
| 16.28. Usher..... | 39 |
| 16.29. [INTENTIONALLY OMITTED] | 39 |
| 16.30. Automatic Glass Washing Machine. | 39 |
| Section 16.31. Combination Jobs: Uniform Room Attendant/Seamer..... | 40 |
| Section 16.32. Porter Assignments. | 40 |
| Section 16.33. Combination Jobs: Shampoo Porter/Utility Porter..... | 40 |
| ARTICLE 17: BANQUETS | 40 |
| 17.01. Definition. | 40 |
| 17.02. Service Charge..... | 41 |
| 17.03. Regular Employees Working Banquets..... | 42 |
| 17.04. Reporting Pay. | 42 |
| 17.05. Distribution of Gratuities and Service Charge..... | 42 |
| 17.06. Cocktail Parties. | 43 |
| 17.07. Banquet Minimums and Limitations. | 43 |
| 17.08. Meals for Banquet Employees..... | 44 |
| 17.09. Full Function..... | 44 |
| 17.10. Teams..... | 44 |
| 17.11. Setup and Breakdown. | 44 |
| 17.12. Bartenders. | 44 |

| | |
|---|----|
| 17.13. Banquet Training and Work | 45 |
| ARTICLE 18: SPECIAL EVENTS..... | 45 |
| 18.01. Definition..... | 45 |
| 18.02. Gratuities Payable for Special Events - Food and Beverage Service..... | 45 |
| 18.03. Private Cocktail Receptions..... | 46 |
| 18.04. Bellhop Service..... | 47 |
| (b) Bell Captains | 48 |
| (c) Valets..... | 48 |
| (d) Doorpersons..... | 49 |
| (e) Baggage Handlers..... | 49 |
| (f) Bell Classifications Steady Extra Board..... | 49 |
| 18.05. Parties..... | 53 |
| 18.06. Payment of Special Event Gratuities..... | 53 |
| 18.07. Exception..... | 53 |
| 18.08. Special Event Parties..... | 53 |
| 18.09. Discount Coupons..... | 54 |
| ARTICLE 19: COMPLIMENTED GUESTS | 54 |
| 19.01..... | 54 |
| ARTICLE 20: SENIORITY | 54 |
| 20.01. Probationary Period..... | 54 |
| 20.02. Definition of Seniority..... | 55 |
| 20.03. Layoffs and Recalls..... | 55 |
| 20.04. Promotions and Preference for Shifts..... | 59 |
| 20.05. Break in Continuous Service and Seniority..... | 60 |
| 20.06. Notification..... | 60 |
| 20.07. Branded, Fine Dining Venues..... | 60 |
| ARTICLE 21: GRIEVANCES AND ARBITRATION | 71 |
| 21.01. Definition..... | 71 |
| 21.02. Time Limit for Filing Grievance..... | 71 |
| 21.03. Procedure for Adjusting Grievances..... | 72 |
| 21.04. Extension of Time Limits..... | 74 |
| ARTICLE 22: NO STRIKES - NO LOCKOUTS..... | 74 |
| 22.01. No Strikes..... | 74 |
| 22.02. No Lockouts..... | 74 |

| | |
|---|-----------|
| 22.03. Picket Lines. | 74 |
| 22.04. Arbitration Awards. | 75 |
| ARTICLE 23: MANAGEMENT RIGHTS AND RESPONSIBILITIES | 75 |
| 23.01. Rights to Manage. | 75 |
| 23.02. Rules and Posting. | 75 |
| 23.03. Time and Motion Studies..... | 75 |
| ARTICLE 24: COURT APPEARANCE AND JURY DUTY | 76 |
| 24.01. Court Appearance. | 76 |
| 24.02. Jury Duty. | 76 |
| ARTICLE 25: HEALTH AND WELFARE | 76 |
| 25.01. Amount of Contributions..... | 76 |
| 25.02. Delinquent Contributions..... | 77 |
| 25.03. Acceptance of Trust..... | 77 |
| ARTICLE 26: PENSIONS | 77 |
| 26.01. Trust and Plan. | 77 |
| 26.02. Contributions. | 77 |
| 26.03. Acceptance of Trust..... | 78 |
| 26.04. Delinquent Contributions..... | 78 |
| 26.05. 401(k) Plan..... | 78 |
| ARTICLE 27: WAGES | 78 |
| 27.01. Established Wages. | 78 |
| 27.02. Minimum Wages. | 78 |
| 27.03. Annual Increase. | 78 |
| 27.04. New Hire Progression..... | 80 |
| ARTICLE 28: OWNERS AND SUCCESSORS | 81 |
| 28.01. Ownership..... | 81 |
| 28.02. Successorship..... | 81 |
| 28.03. Obligations on Successor Employers. | 83 |
| ARTICLE 29: SUBCONTRACTING AND SUBLEASING | 83 |
| 29.01. | 83 |
| ARTICLE 30: INTRODUCTION OF NEW EQUIPMENT AFFECTING BARGAINING UNIT JOBS | 84 |
| 30.01. | 84 |
| ARTICLE 31: LABOR-MANAGEMENT COOPERATION | 85 |
| 31.01. | 85 |

| | |
|---|-----|
| 31.02. | 85 |
| ARTICLE 32: TRAINING PROGRAM | 85 |
| 32.01. | 85 |
| 32.02. Training Fund. | 85 |
| ARTICLE 33: HOUSING FUND | 86 |
| 33.01. Housing Fund..... | 86 |
| ARTICLE 34: TIP-EARNERS' LEGAL ASSISTANCE FUND | 86 |
| 34.01. Tip-Earners' Legal Assistance Fund. | 86 |
| ARTICLE 35: REDEVELOPMENT | 87 |
| 35.01. Redevelopment Obligations..... | 87 |
| 35.02. Retention Bonus..... | 87 |
| 35.03. Priority for Employment..... | 87 |
| 35.04. Additional Facilities Coverage, | 89 |
| 35.05. Survival of Article. | 89 |
| ARTICLE 36: LEGAL SERVICES PLAN | 89 |
| 36.01. Legal Services Plan..... | 89 |
| ARTICLE 37: TERMINATION..... | 90 |
| 37.01. | 90 |
| EXHIBIT 1 – WAGE SCALE..... | 91 |
| EXHIBIT 2 - CHECK-OFF AGREEMENT | 95 |
| EXHIBIT 3 - RE: SECTION 6.01(B)..... | 98 |
| EXHIBIT 4 - RE: SECTION 20.04..... | 98 |
| EXHIBIT 5 - [INTENTIONALLY OMITTED]..... | 98 |
| EXHIBIT 6 – RE: HEALTH AND WELFARE AND PENSION COVERAGE OPTION..... | 98 |
| EXHIBIT 7 - POLITICAL ACTION COMMITTEE | 98 |
| EXHIBIT 8 — RE: IMMIGRATION | 99 |
| EXHIBIT 9 — RE: Attendance Policy..... | 101 |
| SIDE LETTER #1..... | 105 |
| SIDE LETTER #2..... | 106 |
| SIDE LETTER # 3- RE: SAFETY | 107 |
| SIDE LETTER # 4 — BARTENDER TRAINING PROGRAM | 109 |
| SIDE LETTER # 5 — INSPECTRESSES | 110 |
| SIDE LETTER #6 RE: OUTSIDE FOOD DELIVERIES | 112 |
| SIDE LETTER #7 RE: CRIMINAL BACKGROUND IN HIRING | 113 |

| | |
|--|-----|
| SIDE LETTER #8 RE: CROSS UTILIZATION | 114 |
| SIDE LETTER #9 RE: ELECTIVE TERMINATION PROVISION | 114 |
| SIDE LETTER #10 RE: COCKTAIL SERVERS..... | 114 |
| SIDE LETTER #11 RE: SPECIALTY RESTAURANTS | 114 |
| SIDE LETTER #12 RE: ELIMINATION OF CASHIERS | 114 |
| SIDE LETTER #13 RE BUFFET..... | 114 |
| MEMORANDUM OF AGREEMENT RE UNDEVELOPED LAND..... | 114 |
| MEMORANDUM OF AGREEMENT | 114 |
| MEMORANDUM OF AGREEMENT | 114 |
| MEMORANDUM OF UNDERSTANDING RE CAREER LADDERS | 114 |
| MEMORANDUM OF UNDERSTANDING RE DIVERSITY..... | 114 |
| MEMORANDUM OF UNDERSTANDING RE JOINT APPRENTICESHIP..... | 114 |
| MEMORANDUM OF AGREEMENT | 114 |

AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of June, 2018 by and between NAV-LVH, LLC dba Westgate Las Vegas Resort & Casino (hereinafter, called the "Employer") and its successors and assigns, and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, for and on behalf of CULINARY WORKERS UNION, LOCAL NO. 226 and BARTENDERS UNION, LOCAL NO. 165 (hereinafter, called the "Union").

WITNESSETH:

WHEREAS, pursuant to a valid reopening notice dated February 13, 2018 and served upon the Employer by the Union, the parties have, by negotiations and collective bargaining, reached complete agreement on wages, hours of work, working conditions and other related, negotiable subjects to be incorporated into a new Labor Agreement which shall supersede all previous verbal or written agreements in conflict with or modified by this Agreement applicable to the employees in the bargaining unit defined herein which may have existed between the Employer and the Union or between the predecessor of the Employer, if any, and the predecessor of the Union, if any.

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

ARTICLE 1: RECOGNITION AND CONTRACT COVERAGES

1.01. Recognition of the Union.

(a) The Employer recognizes the Union as the exclusive collective bargaining representative for the Employer's employees employed at its facility as indicated in the first paragraph of this agreement, and excluding any persons working for the Employer at any other facility, including those located in Clark County, Laughlin or Reno, Nevada or any subsequently acquired property not organized by the Union, working under the Union's jurisdiction and working in those job classifications listed in Exhibit 1, attached to and made a part of this Agreement. The Employer and the Union agree that all employees working in classifications listed in Exhibit 1 are properly within the bargaining unit. Any classification established by the Employer not listed in Exhibit 1, where all of the employees' duties are covered by this Agreement, shall be a part of this Agreement at a wage rate comparable to related job classifications.

(b) For clarification, "all employees" as used in subsection 1.01(a) includes workers the Employer may obtain from a temporary labor source, employment agency or other source besides the Employer's own hiring process regardless whether the workers are on the Employer's payroll or that of another entity and regardless of the job classifications or titles assigned to them by another entity, as long as they are performing work at the Employer's facility that is associated with the classifications listed in Exhibit 1. Temporary workers performing such bargaining unit work are covered by all of the terms and conditions of this Agreement. The Employer shall make contributions to benefit funds called for by this Agreement for all hours temporary workers perform such bargaining unit work. If temporary workers are not on the Employer's payroll, the Employer shall obtain and provide to the Union the same information about such employees as it provides about its own employees pursuant to Section 4.03. The Employer shall also obtain the

payroll and personnel records necessary to determine that any temporary workers are being paid in accordance with the terms of this Agreement and supply copies to the Union upon the Union's request. The Employer shall not enter into any arrangement with any source of temporary workers unless the Employer has the right under such arrangement to obtain and share with the Union the information described herein and shall terminate any arrangement for temporary workers as soon as it has the legal right to do so if the arrangement does not give the Employer the right to obtain and share with the Union the information described herein. The Employer shall provide to the Union copies of any and all contracts, agreements, purchase orders or other documents evidencing any arrangements existing as of the effective date of this Agreement under which the Employer may obtain temporary employees.

1.02. Open and Excluded Classifications.

(a) The classifications set forth below are included in the bargaining unit, but their wage scales shall be open, and they shall be covered only by Articles 11, 14, 15, 25 and 26 of this Agreement and, where applicable, those provisions dealing with gratuities. The provisions of Article 21 may be invoked as to persons employed in such classifications solely for the purpose of processing grievances limited to disputes or differences involving the meaning, interpretation, and/or application of the Articles specified above. This shall not preclude the Union from filing grievances under other Articles for claimed violations of its rights.

Banquet Captain
Bell Captain

Head Butcher
Head Bartender

Head Host Person

(b) All regular, relief and steady extra Bell Captains and Head Butchers employed as of June 1, 1994, (i.e., who have not suffered as of that date a break as defined in Section 20.05) shall have the one-time option of being covered by all the terms and conditions of this Agreement. The option may be exercised by no later than the sixtieth (60) day following execution of this Agreement and shall be in writing.

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

ARTICLE 2: HIRING OF EMPLOYEES

2.01. Hiring Procedure.

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

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

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

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

2.02. Employee Orientation.

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

2.03. No Individual Contracts.

No employee covered by this Agreement shall be compelled or allowed to enter into any individual contract or agreement with the Employer concerning conditions of employment. Provided that the changes made to this section after May 31, 2007 shall not affect any contracts or agreements in place as of the date of execution of this Agreement.

ARTICLE 3: UNION SECURITY

3.01. Union Shop.

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

classifications covered herein, become and remain members of the Union throughout the period of their employment with the Employer.

3.02. Effect of State Laws.

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

3.03. Check-Off.

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

3.04. Indemnification.

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

ARTICLE 4: UNION REPRESENTATIVES

4.01.

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

(b) Representatives of employees benefit plans or voluntary benefit programs sponsored by the Union or Culinary Workers Union Local 226 or Bartenders Union Local 165 or of any financial institution owned by affiliates of the Union shall be permitted to visit the Employer's establishment for the purpose of educating bargaining unit employees about and enrolling them in the offerings of such plans, programs or financial institutions. Such visits may be limited by the Employer to a maximum of thirty (30) days in any calendar year which may but need not be continuous. The Union's designated representatives shall not interfere with the conduct of the Employer's business or with the performance of work by employees during their work hours. Such visits shall be scheduled with the Employer at least 30 days in advance and shall take place in such non-working, non-public areas as the Union and the Employer may mutually agree, provided that any disagreement shall be resolved by arbitration pursuant to this Agreement under a standard of reasonable accommodation of the Employer's business needs with the Union's needs to communicate to employees about available benefits.

(c) The Employer shall establish a union bulletin board in a mutually agreed upon non-working area. The bulletin board shall be no smaller than five feet wide and four feet high and the bottom edge shall be no more than four feet above the floor. It shall be in a locked case to which only the

Employer and the Union have access. Only the Union may post or remove materials on the bulletin board except ones which violate the conditions on use of the board. The maximum length of any posting shall be 30 days and the Union shall not post any document, picture, cartoon, or other image which in any way demeans, denigrates or disparages any business or person including but not limited to the employer, its products or services.

4.02.

The Union may select trained Union Stewards from among the employees. Union Stewards may act as Union representatives, or may assist Union representatives in proceedings under Article 21 (Grievance and Arbitration), and the discussion with the Employer's designated representatives of questions or concerns regarding the Employer's work practices and procedures, provided that a designated Union official provides the Union Steward and the Employer's designated representative with specific written authorization permitting the Union Steward to engage in such activity. The Steward shall not engage in such activities described above on paid work time, unless the Employer's designated representative provides specific authorization to the Union Steward. No employee shall participate in meetings, discussions, or other activities with the Steward while the employee is on paid work time, unless the Employer's designated representative has agreed the employee should attend a meeting on paid work time. Stewards engaged in activities authorized by the Union shall comply with the obligations imposed upon authorized Union representatives by Article 4 of this Agreement.

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, ethnicity, phone number, department, job title, date of birth, home address, gender, status (full time, part time, etc.) and date of hire.
- (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, ethnicity, the reason for such termination, type of leave of absence (not reason for 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, 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.

- (c) 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.), date of birth, date of hire and ethnicity. Data regarding employee ethnicity will not be shared with any person, media or entity outside the Union and employee benefit funds. The Union agrees to sign a confidentiality form

pertaining to the use of such data. This report shall be in an Excel spreadsheet or in a formatted text format like .csv format, containing header information in any one of the following media:

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

ARTICLE 5: SALARIES AND WAGES

5.01. Weekly Payment.

Regular employees shall be paid weekly, semi-monthly or bi-weekly paychecks. Effective the first full pay period in June 2014, the Employer may require that all payments for wages be made by direct deposit into an employee's bank account as designated by the employee or on a designated pay card chosen by the Employer. Paystubs shall be available to the employee (other than for employees in "open" classifications) and must show the number of hours paid for in that pay period, broken down by straight-time and overtime hours. Records on the source and dates of gratuities included in paychecks shall be made available to the employees on request.

5.02. Gratuities.

All gratuities left by customers are the property of the employees exclusively, and no Employer or department heads not covered by this Agreement shall take any part of such gratuities or credit the same in any manner toward the payment of any employee's wages. Cash gratuities left by guests checking out of rooms shall be the property of Guest Room Attendants unless otherwise specified by the guest in writing. Except as provided otherwise in this Agreement, employees shall not be required to divide their gratuities with any other person(s), and they shall not be coerced or discriminated against to cause them to do so. The Employer shall not post or display notices restricting gratuities; provided, however, that where the Employer has special events, sales promotions or other functions where the price charged includes gratuities, the Employer may publish and distribute literature, brochures and tickets for same which contain a notice of statement that gratuities are included in such price, if such notice or statement specifies which classifications of employees receive the gratuities.

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

No employee shall solicit gratuities from other employees.

A gratuity of eighteen percent (18%) shall be paid for all parties of eight (8) or more in all full service restaurants. The Buffet shall retain its existing practice. If a customer files a complaint regarding poor service from a Food Server, the guaranteed gratuity as stated above may be withheld in the discretion of management.

5.03. Terminated Employees.

Employees who quit or are discharged shall be paid in accordance with applicable state laws.

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

(b) Section 608.030 - Payment of Employee Who Resigns or Quits His 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 of which he would have regularly been paid the wage or compensation; or (2) seven days after he quits or resigns, whichever is earlier.

5.04. Delinquencies.

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

5.05. Deductions and Donations.

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

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

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

5.06. Superior Workmen.

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

5.07. Combination Jobs.

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

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

5.08. Equal Pay.

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

ARTICLE 6: DISCIPLINE

6.01. Cause for Discharge.

(a) No regular employee or steady extra employee, after having completed the probationary period under Section 20.01, shall be discharged except for just cause except as provided for in 10.07(a). Prior to any discharge for reasons other than dishonesty, willful misconduct, gross incompetence, drunkenness, drinking on the job, being under the influence of a controlled substance on duty, unlawful possession of a controlled substance, or using a controlled substance at any time while on the Employer's premises, unlawful sale of a controlled substance, refusing to submit to testing for drug or alcohol usage in accordance with the provisions of Section 6.01(b) of this Agreement, serious improper behavior or discourtesy toward a customer or guest, insubordination, failure to report for work without just cause, or walking off the job during a shift, such an employee must be given a written warning and a reasonable opportunity to correct the deficiency. The above provisions relating to controlled substances will not apply to medicine lawfully prescribed for the employee using the substance by a licensed physician and used in accordance with the prescription. Upon the discharge or suspension of any employee for reasons other than dishonesty, the reason therefore shall be given to the employee in writing, and a legible copy thereof shall be mailed or given to the Union within seventy-two (72) hours after the discharge or suspension. When an employee is discharged or suspended for willful misconduct, the notice shall contain the specific conduct or offense deemed by the Employer to constitute willful misconduct. Upon request by the Union, legible copies of all documents relied upon by the Employer in making the discharge or suspension, including copies of any written complaints or reports concerning the employee, either by a customer, an outside agency, or by the Employer's own employees, and copies of any relevant cash register tapes, shall be furnished to the Union within three (3) working days after such request. The names and addresses of customers who make written complaints against an employee shall be furnished to the Union. An employee may be discharged because of customer complaints, but only if the complaints are in writing by the customer or progressive discipline is used on the basis of reliable oral complaints by customers that are contemporaneously put in writing by management or its representatives. If the cause of discipline and/or termination is a guest complaint, the Union agrees that it shall not independently contact or interview the complaining guest. Any guest contact for the purpose of reviewing the reasons for this action may only be initiated by the NAV-LVH and if requested in conjunction with the Union. The NAV-LVH agrees to fully include the Union in any investigation of a complaint of this nature. Copies of videotapes shall also be provided upon request, provided the

Employer has the copying capability and if the Union pays the reasonable costs for furnishing the copy.

(b) Where there is reasonable cause to believe that an employee is under the influence of alcohol or a controlled substance, the employee, after being notified of the contents of this subsection, must consent to an immediate physical examination at an independent medical facility or suffer the penalty of discharge.

The Employer shall pay for the cost of the examination, and the employee shall be paid for all time required for the examination. A blood alcohol level at or in excess of the current level allowed by law provides an absolute presumption that an employee is under the influence of alcohol. A positive gc/ms blood test for a controlled substance provides an absolute presumption that an employee is under the influence of the identified controlled substance.

(c) Employees with less than two (2) years' service, and Bell Captains regardless of years of service, may be offered by the Company, no later than thirty (30) days following Employer's receipt of the Union's demand for arbitration, two (2) months' pay including the higher of declared or assigned tips in lieu of processing a grievance and arbitrating the discharge. In the event the employee declines this offer when made by the Employer the Union will not arbitrate the discharge unless it objectively determines that, in its judgment, the discharge constituted a flagrant miscarriage of justice. In the event a positive determination is made, and the Union processes the discharge to arbitration, the arbitration procedure to be used, i.e., either type of expedited procedure or the regular arbitration procedure, shall be determined by the Employer notwithstanding the provisions of Section 21.03.

6.02. Warning Notices.

Warning notices issued to employees must specify the events or actions for which the warning is issued. Warning notices shall be issued to employees as soon as possible after the Employer is aware of the event or action for which the warning notice is issued and has a reasonable period of time to investigate the matter; but in any event, warning notices shall be issued to employees only at the end of a shift. A legible copy of any written warning notice issued to employees shall be mailed or given to the Union within seventy-two (72) hours after its issuance by the Employer. Upon request by the Union, legible copies of all documents relied upon by the Employer in issuing the warning notice, including copies of any written complaints or reports concerning the employee, either by a customer (but not including customer names and addresses), 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. Warning notices, written customer complaints and reports of outside agencies or of the Employer's own security force concerning conduct of an employee shall become null and void one (1) year after the date of issuance and may not thereafter be used as a basis for or in support of any subsequent discharge or disciplinary action. The employee shall be required to sign all notices for the purposes of acknowledging receipt.

6.03. Time of Discharge.

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

6.04. Disciplinary Suspension.

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

6.05. Mitigation of Damages.

Any employee covered by this Agreement who is discharged by the Employer and who disputes his/her discharge was for just cause shall have an affirmative duty to mitigate any potential damages which might result to the Employer in the event the discharge involved is subject to Article 21 - Grievance and Arbitration and an arbitrator overrules the discharge. In any dispute over the amount of back pay due to an employee under an arbitration award, the arbitrator shall have no authority to award any back pay to that employee unless it is reasonable to do so taking into account the efforts by the employee to fulfill his/her duty to mitigate damages with respect to that period of time.

6.06. Language of Notices or Meetings.

If an Employee indicates to the management or Human Resource representative who is issuing or distributing a disciplinary notice or who is conducting an investigatory interview or meeting which may result in discipline to the employee that he/she does not fully understand the language of the notice or communication, the Employer will provide a Spanish speaking translator within a reasonable period of time to read the notice and/or translate the contents of the meeting or interview in any other language in which the employee is most fluent.

ARTICLE 7: REPORTING PAY

7.01. Reasons for Payment.

When the Employer or its representative orders an employee to report for work, or fails to notify an employee not to report for work as previously scheduled, for any reason, and said employee is not allowed to work, the Employer shall pay the employee at the employee's regular rate of pay for the employees' scheduled shift, provided, however, that where an employee is sent home after commencing work because the Employer cannot present scheduled entertainment due to bona fide illness or disability of the entertainer or entertainers to perform, the employee shall be paid for the hours actually worked or four (4) hours, whichever is greater.

7.02. Discharged Employees.

Employees who are discharged must be notified not later than the end of their shift, except in cases of discharge for dishonesty discovered by the Employer after the end of the shift. If this is not done

and the employee reports for work on his/her next regularly scheduled shift and is not allowed to work, the employee shall be paid for the scheduled shift.

7.03. Early Shift Release.

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

ARTICLE 8: DISCRIMINATION AND LIE DETECTOR TESTS

8.01. Prohibited Discrimination.

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

(b) While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their choice amongst themselves, so long as such conversations are conducted in a manner that is respectful of guests, and do not impact guest service or interfere with the conduct of business.

8.02. Lie Detector Tests Prohibited.

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

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

8.03. Confessions or Statements.

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

8.04. Bondable Status.

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

8.05. Sexual Harassment.

(a) All employees have the right to work in an environment free from harassment, including sexual harassment, and discrimination.

(b) It is agreed between the parties that there is an obligation and desire to eliminate any and all sexual harassment in the workplace. This obligation applies equally to the Employer, the Union, and all employees.

(c) The Employer shall thoroughly and promptly investigate all complaints of sexual harassment or discrimination. Such alleged harassment or discrimination, the failure to investigate reported allegations thereof and if warranted remedy a harassment or discrimination complaint, may be the subject of a grievance pursuant to this Agreement. Once a grievance has been filed, the Employer will share the contents of the investigation that Human Resources conducted, if any, and communicate the outcome of Human Resources' investigation to the employee making the complaint and to the Union upon written request.

(d) The Employer shall not retaliate against any employee who makes a good faith report of sexual harassment or who participates as a witness in a sexual harassment investigation. Such alleged retaliation may be the subject of a grievance pursuant to this Agreement.

(e) The Employer will take reasonable steps to eliminate sexual harassment in the workplace whether from supervisors, employees or customers, vendors or other third parties doing business with the Employer. No later than November 1, 2018 and annually thereafter, the Employer will communicate its policies regarding workplace harassment to bargaining unit employees, including a clear description of the process(es) available to employees to report alleged incidents of sexual harassment or discrimination by co-workers, managers, customers, vendors or other third parties. Such communications and all workplace harassment policies discussed in such communications will be provided in Spanish and in English. In addition, the Employer shall, at least annually, highlight its policies in its written team updates, and where appropriate, address the policies in team update meetings.

(f) Upon written request, the Employer will meet at least annually with the Union to review the content of its policies regarding sexual harassment and discrimination, its processes for notifying employees of its policies regarding sexual harassment and discrimination, the content of any training programs regarding sexual harassment and discrimination, including how the employer and its employees handle harassment from customers and other third parties, and any other concerns or issues raised by the Union related to the issue of prevention of workplace harassment and discrimination.

(g) The Employer agrees to post a summary of policies and procedures regarding sexual harassment on a bulletin board, on the employee portal, and/or in other locations that are readily available to all employees.

(h) The Employer will, within a reasonable period of time, provide such policies and procedures in Spanish.

ARTICLE 9: WORK SHIFTS, WORKWEEK AND OVERTIME

9.01. Shift and Weekly Overtime.

(a) For the purposes of computing overtime only, eight (8) hours shall constitute a full shift based on a five (5) day workweek; ten (10) hours shall constitute a full shift, based on a four (4) day workweek; and six (6) hours or less shall constitute a short shift. All work performed in excess of eight (8) hours or ten (10) hours, if applicable on one (1) workday, or in excess of forty (40) hours in a week shall constitute overtime and shall be paid for at time and one-half ($1\frac{1}{2}X$) the employee's straight-time hourly rate of pay. Work performed on an employee's sixth (6th) and seventh (7th) consecutive days of work shall be paid for at time and one-half ($1\frac{1}{2}X$) and two and one-half times ($2\frac{1}{2}X$) the employee's straight-time hourly rate of pay respectively. Overtime shall not be paid under this Section for more than one reason for the same hours worked. There will be no pyramiding of overtime. Holidays not worked and paid for at straight-time under Section 12.02(a) of this Agreement shall count as a shift for the purposes of Section 9.03(a). Employees absent for personal reasons on any one or more of their first five (5) scheduled days of work in their workweek may work at the Employer's request on a scheduled day off in the same workweek at straight-time.

Ten (10) hour shifts may be scheduled for employees in all classifications, except for Cooks and Miscellaneous Kitchen Help and Housekeeping classifications, who may voluntarily agree to be scheduled for ten (10) hour shifts. Except as provided in Section 10.08(b), all work performed by an employee with a ten (10) hour shift on that employee's fifth (5th) consecutive day of work will be paid at time and one-half ($1\frac{1}{2}X$), on that employee's sixth (6th) consecutive day of work will be paid at two times ($2X$), and on that employee's seventh (7th) consecutive day of work will be paid at two and one-half ($2\frac{1}{2}X$) the employee's straight-time hourly rate of pay respectively.

(b) The workweek for steady extras shall coincide with the Employer's workweek. If a steady extra works more than forty (40) hours in a workweek or more than eight (8) or ten (10) hours in a shift, overtime will be paid at the appropriate overtime rate. Also, except as provided in Section 10.08(b), if a steady extra employee works a consecutive sixth (6th) or seventh (7th) day from one workweek into the next, overtime shall be paid for such sixth (6th) and seventh (7th) consecutive days as provided for above.

9.02. Days Off.

Except as provided in Section 10.08 (b) and Steady Extra positions, days off shall be consecutive, and an employee who works on a scheduled day off shall be paid in accordance with Section 9.01. Employees shall not be required to work on their scheduled days off.

9.03. Guaranteed Work.

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

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

COOKS AND MISCELLANEOUS KITCHEN HELP CLASSIFICATIONS
except Dishwashers for banquets and private parties;

DINING ROOM CLASSIFICATIONS except Showroom Captain, Host Person, all Server classifications, all Bus Person classifications, all Cashier and Checker classifications;

CASINO CLASSIFICATIONS (Booth Cashiers, Change Persons, Carousel Attendants); HOUSEKEEPING CLASSIFICATIONS;

BAR CLASSIFICATIONS except Banquet Bartenders and BARTENDERS serving hospitalities, cocktail parties and bars for Specialty/Gourmet Rooms where the room is only open four (4) days per week, Showroom Service Bartender for a showroom where there is only one show per night;

BELL DESK CLASSIFICATIONS except for Baggage Handlers.

2. Not less than four (4) or five (5) full or short shifts as defined in Section 9.01 for Host Persons, all Cashier and Checker classifications, Baggage Handlers, for all Food and Cocktail Server classifications except Showroom Servers and Specialty/Gourmet Room Food and Cocktail Server assigned to such rooms where the room is open only four (4) days, and for all Bus Person classifications except Showroom Bus Persons and Specialty/Gourmet Room Bus Persons when the room is open only four (4) days.

3. Not less than four (4) shifts of at least six (6) hours for Showroom Servers, Showroom Bus Persons. Not less than four (4) shifts of at least six (6) hours for Specialty/Gourmet Room Food Servers and Bus Persons where the room is only open four (4) days per week assigned to such rooms. Not less than four (4) shifts of at least six (6) hours for Showroom Captains. Not less than four (4) shifts of eight (8) hours for Specialty/Gourmet Room Bartenders where the room is only open four (4) days per week. Where there is only one (1) show per night, then the guarantee will be five (5) shifts of at least six (6) hours for Showroom Service Bartenders. Available work in excess of twenty-four (24) hours per week in the showroom shall be distributed equitably among Showroom Servers, Showroom Bus Persons, and Showroom Captains.

4. Not less than four (4) or six (6) hours per shift for Turndown Attendant.

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

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

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

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

4. Shift changes brought about by senior employees bidding in accordance with Section 20.04.
5. The first and last week of employment for employees hired to provide relief for vacations or other absences from the job.
6. Where the Employer, Union and the employee have mutually agreed that the employee would be scheduled for and work less than the contractually provided for workweek and/or shift.
7. When the Employer's establishment or any part thereof is closed as a result of an Act of God, mechanical failure, fire or failure of an entertainer to perform.
8. When the Employer closes any part of its establishment for any reasons other than those stated in paragraph 7 and notice thereof is given to affected employees at least two (2) weeks in advance.

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

9.04. Single Shift.

No employee shall be required to work more than one (1) shift in any one (1) calendar day. This shall not prohibit the performance of overtime work consecutive with the employee's regular shift; provided that if an employee works more than four (4) hours of such overtime, all overtime in excess of four (4) hours shall be paid for at double (2X) the employee's straight-time rate. Except for relief employees and emergencies, all regular employees shall be allowed a minimum of fourteen (14) hours off duty between the end of one (1) shift and the commencement of the next shift. Relief employees, Full Time Flex employees, and Steady Extra employees working in distressed venues shall be allowed at least eight (8) hours off duty between the end of one (1) scheduled shift and the commencement of the next scheduled shift. Except in emergencies, the voluntary return to work of Baggage Handlers, Bellhops or Convention Porters, or in the case of other Porters, (where the employee and the Union agree), or when an employee's shift schedule is changed or the employee is transferred to a different shift under Section 20.04(b), all work performed by a regular employee within fourteen (14) hours from the end of the employee's last shift shall be paid at the rate of time and one-half (1-¹/₂X) the employee's straight-time hourly rate of pay. All work performed by relief employees, Full Time Flex employees and Steady Extra employees working in distressed venues, Baggage Handlers, Bellhops and all Porter classifications within eight (8) hours from the end of the employee's last shift shall be paid at the rate of time and one-half (1-¹/₂X) the employee's straight-time hourly rate of pay.

9.05. Split Shift.

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

between the employee and the Employer with no premium pay. When an employee who has voluntarily agreed with the Employer for such a split shift vacates the position, the position shall be restored to a straight shift if it was a straight shift before. The Employer will post the availability of this option for employee's notification.

9.06. Posting.

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

Showroom work schedules shall remain posted for four (4) consecutive weeks. At least seventy-two (72) hours' notice must be given to employees whose scheduled days off are to be changed. An employee whose shift starting time is to be changed for the employee's next scheduled shift must be so notified in person before leaving work on his/her prior shift. No regular employee shall be required to call in or stand by for calls. Employees not listed on or added to a current schedule under the provisions of this Section shall be paid at time and one-half (1-1/2X) their straight-time hourly rate of pay for all work performed while they are not on the schedule. Shifts may not be rotated.

ARTICLE 10: RELIEF, STEADY EXTRA AND EXTRA EMPLOYEES

10.01. Regular Employee.

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

10.02. Relief Employee.

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

10.03. Extra Employee.

An extra employee, as distinguished from a steady extra, is a temporary or part-time employee who is hired for pre-designated shifts (which pre-designated shifts shall be communicated to the hiring hall) to perform work in addition to or as vacation or temporary absence replacement for regular and relief employees already employed by the Employer. The pre-designated period may be extended where the replacement or supplemental period is extended upon agreement with the Union. Such agreement by the Union will not be unreasonably withheld. Extra employees shall not be covered by Articles 6, 11, 13 and 20, nor by Section 9.03, 12.02(a), 16.19, and 24.02.

10.04. Steady Extra Employee.

A steady extra employee is a temporary or part-time employee assigned to the Extra Board who is carried on the Employer's regular payroll and who may be scheduled or called by the Employer to

perform work in addition to, or as vacation or temporary absence replacement for regular employees, or for Full Time Flex employees in distressed venues. However, steady extra employees are not intended to be used in lieu of scheduling regular employees where business justifies regular employees.

10.05. Extra Work Premium.

A steady extra or an extra employee who works less than five (5) shifts in a workweek shall be paid three dollars (\$3.00) per full shift, or one dollar and fifty cents (\$1.50) per short shift in addition to the employee's regular shift wage for each shift worked, provided that the employee works all shifts offered in that workweek. This Section shall not apply to employees working in distressed venues.

10.06. Steady Extra Board.

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

The number of steady extra employees who may be carried on the Employer's Steady Extra Board shall not exceed one (1) or ten percent (10%) of all tipped classifications, whichever is greater, or one (1) or five percent (5%) of all non-tipped classifications, whichever is greater, except where a higher number or percentage was specified in the 1980-84 Agreement. The percentage of Steady Extra employees carried on the Steady Extra Board in distressed venues shall be governed by Section 10.08(e).

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

10.07. Conditions Applicable to Steady Extra Board Personnel.

(a) Employees carried on the Steady Extra Board shall be covered by all the terms of this Agreement, except that the following provisions shall not be applicable to such employees: Section 9.03, 12.02(a), 13.01(h) and Article 20, provided further that a steady extra employee shall be covered by Article 6 after the employee has completed forty (40) shifts of work after his/her most recent date of hire by the Employer. Article 21 shall not be applicable to claims asserted under the above specified provisions of the Agreement. Vacation pay under Article 11 after one (1) year of service shall be prorated on the basis of time actually worked for the Employer by such employees. In addition to the provisions of Article 6, an employee on the Steady Extra Board may be terminated without recourse to Article 21 because of the employee fails, refuses, or is unavailable to work more than twenty-five percent (25%) of the shifts made available to him/her in any sixty (60) day period, provided that at least 12 shifts have been made available to the employee during that period. An employee will be considered unavailable for work if the Employer is unable to reach the employee at the telephone number designated by the employee for contact regarding work. It is the employee's responsibility to provide a current telephone number to the Employer for purposes of being contacted for work. Proof that the call was placed or the contact attempted shall be conclusive that an offer of work was made by the Employer to the employee.

Except as provided in Section 20.03, and provided they are otherwise qualified to perform satisfactorily the work to be done, Steady Extra Board employees shall be offered a choice of all steady extra work in the order of their seniority amongst themselves before extra employees are hired. The Employer shall solely determine the frequency at which available work is offered, and nothing herein shall require the Employer to redistribute additional work already offered and accepted.

(b) The Employer shall offer to steady extra employees in a classification, in accordance with their steady extra classification seniority, the first two out of every three permanent vacancies in that classification, after regular employees in that classification have exhausted their rights under Section 20.04(b). Every third such vacancy shall be filled by promotion as provided in Section 20.04(a).

Steady Extra employees will have the same rights as other employees to bid for promotions using house seniority from original date of hire (20.04 {a}).

Steady Extra Board employees who become regular relief or Full Time Flex employees shall not be required to serve a new probationary period provided that the transfer is within the same classification. If a Steady Extra becomes a regular relief, or Full Time Flex employee, their classification seniority shall date from most recent date of transfer into their present classification on a full-time basis, and house seniority shall date from original date of hire.

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

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

If an Extra refuses an available Steady Extra position, they shall lose their rights to that position, but may earn a new right by working an additional forty (40) shifts. However, they may continue to work as an Extra. These rights do not apply to banquet extras.

10.08. Staffing for Distressed Food and Beverage Venues.

During the term of this Agreement, the Employer may implement the conditions set forth in this Section in any buffet, coffee shop, room service or other food and beverage operation that was, a) closed on or after June 1, 2010, and is reopened by no later than October 1, 2015, b) in which hours of operation were cut by 40% or more during the period June 1, 2010, through August 31, 2013, or, c) that the Employer and the Union agree is experiencing such stress that it may close or suffer a serious cut in style or hours of operation or in size. The venues included are listed on Exhibit A which may be amended from time to time to add venues as provided below.

(a) In addition to regular full time and steady extra job categories, the Union and Employer have agreed to implement the job category of Full Time Flex as defined in this Section for all food and beverage job classifications except the Kitchen Worker classification in the venues identified on Exhibit A (to include the kitchen areas dedicated to each such venue and certain other main

kitchens supporting such venues, including garde manger, baker and butcher shop as specified on Exhibit A). The Parties agree to meet within thirty (30) days after the yearly anniversaries of this Agreement to discuss the Full Time Flex category and any related issues. It shall be presumed that any new café, buffet and room service venue shall, at the request of the Employer, be added to Exhibit A upon opening to the public. Upon the Employer's request, the Parties will meet and discuss the inclusion of additional venues on Exhibit A. However, if the Employer seeks to add venues and/or additional kitchens to the list, including fine dining venues, it shall provide the Union with relevant information demonstrating that the venue is or is becoming economically distressed and the venue may be added to the list by mutual agreement of the Employer and the Union.

(b) A Full Time Flex employee is carried on the Employer's regular food and beverage payroll and guaranteed a work schedule consisting of a thirty (30) hour work week made up of no more than six (6) shifts of six (6), eight (8) or ten (10) hours. Work performed by a Full Time Flex or Steady Extra employee working in a distressed venue on the employee's sixth (6th) and seventh (7th) consecutive day of work shall be paid for at one and a half times (1-1/2X) or two and one half times (2-1/2X) the employee's straight time hourly rate of pay, respectively. The wage rate for six (6) hour shifts shall be the eight (8) hour wage rate shown on Exhibit 1 divided by eight (8) and multiplied by six (6). The wage rate for four (4) hour shifts shall be the eight (8) hour rate shown in Exhibit 1 divided by eight (8) and multiplied by four (4).

(c) Employees classified as Full Time Flex shall not exceed forty percent (40%) of the total number of bargaining unit employees in each classification employed by Employer in the venues identified on Exhibit A. Full Time Flex employees shall be offered additional work which becomes available before such work is offered to Steady Extra employees (so long as such work would not result in the employee incurring overtime). The Company and Union agree that at either party's request, the parties will meet to discuss moving to the MGM-style Informal Dining Venue language, specifically the sixty percent (60%) Full Time, twenty percent (20%) Flex and twenty percent (20%) Steady Extra division.

(d) When a full-time flex category is first introduced into a venue, the Employer will determine the number of full time, Full Time Flex and Steady Extra positions needed in each classification (based upon the percentages set forth herein).

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

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

3. If an insufficient number of steady extra employees bid on open Full Time Flex positions, such positions will be posted for promotional bidding.

4. A steady extra employee who does not obtain or accept a Full Time Flex position will remain classified as a Steady Extra employee on the Employer's Steady Extra Board.

(e) In distressed venues the number of Steady Extra employees who may be carried on the Employer's Steady Extra Board shall not exceed twenty (20) percent (20%) of the total of all bargaining unit employees in Food & Beverage classifications.

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

(g) As provided in 10.08(a), the Employer and the Union may mutually agree to extend the terms of this section to any previously closed venues that are reopened after October 1, 2015, to newly opened venues, to restaurants other than buffets or coffee shops, or all or any combination of these.

(h) A committee composed of Union and Employer representatives shall develop a joint program to inform bargaining unit employees and managers about the provisions relative to distressed venues, including recall rights, and then to monitor the implementation of this Section 10.08 to address any issues that arise during and after implementation.

EXHIBIT A

- Sid's Coffee Shop
- Concierge
- Court/Deli
- Benihana
- Silk Road
- Oyster Bar
- Bar Sake
- Sushi Bar
- Edge
- Buffet
Fortuna
- Main Kitchen
- Employee Dining Room
- Room Service
- Pool Grill
- Coffee Shop Kitchen
- Bake Shop
- Butcher Shop
- Garde Manger

10.09. Seasonal Pool Positions.

A seasonal pool employee is a Cocktail Server hired temporarily to work in the Employer's pool beverage area at any time from the opening of the pool season to the closing of the pool season. Positions as seasonal pool employees shall be offered first to regular and relief (including those on layoff status) and steady extra employees in the respective classifications who worked as seasonal pool employees in the previous season, then to other regular and relief (including those on layoff status) and steady extra employees in the respective classifications, and then new employees. At the end of the pool season, seasonal pool employees who transferred from regular, relief or steady extra positions shall be given the option to either go to the bottom of the steady extra board, if positions are available, or to be placed in layoff status (without preferences for available extra work except at the pool beverage area); new employees shall be terminated. All seasonal pool employees shall have bidding rights only within these classifications. All stations for seasonal pool Cocktail Servers shall be rotated on a daily basis. Seasonal Cocktail Servers may be scheduled for six- or eight-hour shifts.

ARTICLE 11: VACATIONS

11.01. Amount of Vacation.

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

| Years of Continuous Service With the Employer | Amount of Paid Vacation |
|--|--------------------------------|
| 1 year | 1 week |
| 2 years | 2 weeks |
| 6 years | 3 weeks |
| 12 years | 4 weeks |

11.02. Break in Employment.

A change in ownership of the Employer shall not break an employee's continuity of service for the purpose of vacation eligibility. Except as provided otherwise in Section 20.05, time absent from work while on authorized leave of absence or while on layoff shall not break an employee's continuity of service. Neither time absent from work while on authorized leave of absence nor while on layoff shall change an employee's anniversary date. Time absent from work while on authorized leave of absence or while on layoff shall be counted as months and years of continuous service in computing the number of weeks of paid vacation due and for all purposes of vacation eligibility. Provided, however, that the amount of paid vacation due an employee in a particular anniversary year will be reduced on a pro rata basis to reflect any time absent from work while on authorized leave of absence or while on layoff in excess of a total of thirty (30) days during the twelve (12) months immediately preceding the employee's anniversary date.

11.03. Time of Taking Vacation.

Vacations are due on the employee's anniversary date of employment as set forth above and shall be granted at such time if the employee makes a written request therefore at least forty-five (45) days prior to the requested commencement date. The Employer shall provide the employee notice of approval or denial within fifteen (15) days of receipt of written request for vacation. If the Employer fails to respond within this time period, the requested vacation time will be automatically granted. The forty-five (45) day notice shall not apply to requests for vacation of less than five (5) days. The Employer shall provide the employee notice of approval or denial within fifteen (15) days of receipt of written request for vacation. If the Employer fails to respond within this time period, the requested vacation time will be automatically granted. If an employee does not so request his/her vacation, the Employer may assign the vacation for a period within three (3) months of the employee's anniversary date of employment; and under such circumstances the employee shall be given at least thirty (30) days' advance notice by the Employer of the vacation period. Showroom employees shall have the option of taking their vacations when the showroom is closed for remodeling or renovation. Preference for vacation periods shall be based on the seniority of the employees entitled to vacations, provided that the Employer shall have the right to schedule vacations of employees requesting the same vacation period so as not to interfere with efficient operations of the hotel.

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

An employee must take all vacation time before the end of the anniversary year following the anniversary year in which the vacation is earned. Employees may request vacation time in increments of one (1) day at a time. Vacation pay shall continue to be paid by separate check immediately prior to the commencement of vacation. However, in the case of vacation time taken on a per diem basis, vacation pay, for up to and including four (4) consecutive days taken, shall be paid on the next regularly scheduled date, for the payroll cycle in question.

11.04. Vacation Pay.

(a) Vacations must be taken as paid time off, and no employee shall be allowed to work for the Employer during his/her vacation. Vacation pay shall be computed on the basis of the employee's current rate of pay, or at the rate of pay of the classification in which the employee worked the majority of his/her preceding anniversary year, whichever is greater; provided, however, that if an employee is regularly scheduled to work in two (2) or more classifications with different rates of pay, the employee's vacation pay shall be computed on a prorated basis based on the respective periods of time that the employee worked in the different classifications in his/her preceding anniversary year. Vacation pay shall be paid by separate check immediately prior to the commencement of the employee's vacation. If any holidays specified in Section 12.01 occur during an employee's vacation, the employee shall receive an additional day's pay for each such holiday. Vacation pay shall be paid only at the time of vacation. At an employee's request, pro rata vacation pay shall be paid at the time of the layoff, provided the employee is entitled to at least five (5) days' vacation pay.

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

Upon their request, employees in classifications covered by the IRS tip compliance program, and Banquet employees, regardless whether an individual employee participates in the program, shall be paid vacation pay in lieu of actual vacation time taken for earned vacation in excess of two weeks.

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

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

11.05. Prorated Vacations.

For an employee having at least one (1), but less than five (5) years of continuous service at the time of termination, the prorated amount of vacation pay shall be one-sixth (1/6) of a week's vacation pay for each one (1) month of service since the employee's last previous anniversary date of employment. For an employee having at least five (5), but less than eleven (11) years of continuous service at the time of termination, prorated amount of vacation pay shall be one-fourth (1/4) of a week's vacation pay for each one (1) month of service since the employee's last previous anniversary date of employment. For an employee having eleven (11) years or more of continuous service at the time of termination, the prorated amount of vacation pay shall be one-third (1/3) of a week's vacation pay for each one (1) month of service since the employee's last previous anniversary date of employment. For the purposes of this Section 11, no employee shall be deemed to have been terminated or entitled to any payout of prorated vacation pay by virtue of the termination of the ownership of the Hotel by Colony Resorts LVH Acquisitions, LLC or commencement of operation of the Hotel by NAV-LVH, LLC or any related or affiliated entity of NAV-LVH, LLC. Further, the parties agree that no grievances claiming a violation of this Section 11 shall be processed by the union relating to this transaction.

ARTICLE 12: HOLIDAYS

12.01. Recognized Holidays.

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

Washington's Birthday
Memorial Day
Independence Day

Third Monday in February
Last Monday in May
July 4th

Labor Day
Thanksgiving Day
Christmas Day

First Monday in September
Fourth Thursday in November
December 25th

In lieu of New Year's day and Veterans' day, two (2) floating holidays to be selected by the employee subject to management approval and in accord with Section 12.04.

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

12.02. Holiday Pay.

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

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

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

12.03. Failure to Report.

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

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

12.04. Floating Holidays.

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

2. Holiday may not be taken prior to day of observance (New Year's Day or Veterans' Day), but must be taken prior to the next day of observance.

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

4. Regular or relief employees only.

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

6. Must be taken as paid time off.
7. Cannot be canceled within thirty (30) days of approved selection except in emergency.
8. If after the day of observance the floating holiday has not been used or approved to be used prior to the effective date of the employee's termination, the floating holiday shall be paid at the time of termination if the employee has completed his/her probationary period.

ARTICLE 13: LEAVE OF ABSENCE

13.01. Reasons for Leaves of Absence.

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

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

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

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

(e) Leaves of absence without pay or benefits shall be granted to up to four (4) employees, and an additional one (1) employee for every 750 full-time and steady extra employees, in the Union's bargaining unit in excess of 2000, for the purpose of accepting employment with the Union, provided that 1) the leave may not exceed one (1) year without the mutual agreement of the Employer, the Union and the employee; 2) only one employee may take such leave from any one (1) department at any time during any one (1) year period; 3) the employee on Union employment leave shall not return or be assigned to any property owned and/or operated by his/her Employer for the purpose of engaging in Union business; and 4) while his/her seniority with the Employer will continue to accrue while on this leave, it shall not accrue for vacation entitlement purposes.

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

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

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

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

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

(k) Probationary Employees shall not be entitled to a leave of absence pursuant to this Article.

13.02. Leaves Due to Industrial Illness or Injury.

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

13.03. Medical Disability.

An employee absent five (5) or more days due to his or her own serious health condition, whether or not compensable under the terms of the EICON shall, upon request, present a release from his/her treating physician stating that the employee is physically able to perform the duties of his/her former position. However, if the absence exceeded twenty (20) days, the Employer may also promptly require the employee to be examined by a health care provider (within the meaning

of the Family and Medical Leave Act [FMLA]) selected by the Employer, other than the one employed by or regularly retained by the Employer. Such examination shall be paid for by the Employer. If there is a dispute or conflict between the employee's treating health care provider and the health care provider selected by the Employer as to the physical ability of the employee to return to work and perform the duties of his/her former position, the dispute or conflict shall be resolved by a third medical opinion by a health care provider agreed upon by the employee's and Employer's health care providers. Employees absent due to illness or injury shall advise their Employer as to their expected date of return to work, and of any changes therein, but shall not be required to call or advise their Employer daily. If the employee neglects to advise the Employer when he/she calls in as to his/her expected date of return, the Employer's representative will inquire as to the employee's expected date of return.

13.04. Relationship to Family and Medical Leave Act.

Where this Article provides rights greater than those provided for under FMLA, this Article governs. Where FMLA provides rights greater than those provided in this Article, FMLA governs. The rights provided in this Article shall not be added to those provided by FMLA to produce greater rights than an employee would have under either this Article or FMLA standing alone; there shall be no duplication of rights. Where FMLA governs instead of this Article, all of the requirements for a leave under FMLA must be met by the employee. Where this Article governs, or where leave is available both under FMLA and under this Article, only the requirements set forth in this Article, and not those in FMLA, must be met by the employee. For further clarification, the FMLA requirements referred to here include paperwork requirements. An employee requesting a non-FMLA medical leave of absence may not be required to supply FMLA certification, but the Employer may require the employee to complete an application for the leave on a form to be agreed upon by the Union and Employer.

13.05. Light Duty.

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

If the bargaining unit employee rejects the assignment to perform light duty work, whether within or outside of the bargaining unit, the employee shall be subject to disqualification of benefits under the EICON. However, if the bargaining unit employee rejects the assignment to perform light duty

work, the bargaining unit employee shall not otherwise be subject to discipline and shall continue to be entitled to leave for which the employee is eligible under 13.01(a).

In the event a bargaining unit employee is assigned and accepts light duty work within the bargaining unit, all applicable provisions of the Collective Bargaining Agreement, subject to the modifications and restrictions set forth herein, shall apply to such employee, including accrual of seniority, and grievance and arbitration. In addition, the employee shall comply with all Company, House, and Departmental rules to the extent required under Section 23.02.

In the event a bargaining unit employee is assigned and accepts out-of-bargaining unit light duty work, the Employer shall make contributions on behalf of the employee pursuant to Articles 25 and 26 of this Agreement. In the event of a termination, the employee shall be entitled to all rights in accordance with Articles 6 and 21 of the Collective Bargaining Agreement except in the event of an arbitration, the arbitrator's power shall be limited to restoring the employee to their pre-injury bargaining unit position. No other provisions of the collective bargaining agreement shall apply to employees working in out-of-unit light duty positions. The employees shall comply with all Company, House and Departmental rules.

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

13.06. USERRA Protection.

The Employer shall comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). Any employee covered by USERRA, including a former employee who seeks to return to active employment within five (5) years after end of the employee's most recent period of active employment with the Employer, shall be entitled to seek enforcement of asserted USERRA rights through the grievance and arbitration procedures in Article 21 of this Agreement, provided that the employee may be required by the Employer to waive any right of court enforcement as a condition to proceeding to arbitration on the employee's USERRA claims. The Employer shall also pay the employee the difference between the employee's monthly cash compensation for military service and the employee's average monthly compensation based on the employee's hourly rate for the last six months of the employee's employment with the Employer.

The Employer shall submit a report to the Union at least monthly of:

- (a) employees who have notified the Employer that they will be absent and whether the absence is classified as a leave of absence, termination or other form of employment action, each employee's address and telephone number and to the extent known, the service and unit in which the employee will serve;
- (b) employees or former employees who either apply for employment or who are reemployed and who the Employer knows, or has reason to believe, have returned from military service covered by USERRA within ninety (90) days of the date of application for employment, and each employee's or former employee's address and telephone number.

ARTICLE 14: MEALS

14.01. Meals Furnished By Employer.

For the convenience of the Employer, all employees covered by this Agreement shall be required to take the meals hereinafter provided for on the premises of the Employer. Said meals shall be palatable, wholesome and comparable in quality to those served to customers. A selection of meal items shall be made available daily, including at least two (2) meat entrees. The selection of meals shall be posted in the employees' cafeteria. Breakfast, including eggs, will be available to all shifts. Employees shall have a choice of coffee, tea or milk at each meal, and shall be entitled to a dessert at each meal. No entree shall be included on the menu more than two (2) times in a calendar week. A fish entree shall be included at least once in a calendar week. The number of such meals shall be as set forth in Section 14.02.

Except as provided otherwise in Sections 14.02(a) and (b), the Employer shall allow each employee an uninterrupted meal period of thirty (30) minutes on the Employer's time, plus sufficient time (not to exceed five [5] minutes each way) to go to and from the eating area.

14.02. Number of Meals.

(a) For the convenience of the Employer, employees working ten (10) hour shifts shall be entitled to two (2) meals per day, one of which shall be eaten within one (1) hour before commencement of the shift and the second no sooner than three (3) hours and no later than five (5) hours after commencement of the shift.

(b) All employees working other shift lengths shall be entitled one (1) meal per day which shall be eaten no sooner than three (3) and no later than five (5) hours after commencement of the shift; except that employees working four (4) hour shifts shall eat before their shift begins or after their shift ends.

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 meal period.

ARTICLE 15: UNIFORMS AND FACILITIES

15.01. Uniforms Furnished by Employer.

(a) Except as provided otherwise in paragraph (b) of this Section, the Employer shall furnish or pay for all uniforms or work clothes worn by all employees on the job, and also shall launder or clean such uniforms. Smocks may not be furnished in lieu of uniforms. The Employer shall also furnish or pay for shoes, boots and hose for all Cocktail Servers required, directly or indirectly, to wear the same kind or color of shoes, boots or hose. The Employer shall make available a sufficient supply and variety of sizes of uniforms so that all employees will have clean and properly fitting uniforms at all times. A clean uniforms shall be furnished to each employee as frequently as needed, but except in unusual circumstances, not more than daily for Cooks and miscellaneous Kitchen Help and not more often than every two (2) days for other employees.

When the Employer decides to change out or redesign uniforms, the Company will create a Front of House Committee and a Back of House Committee of employees to seek feedback and

recommendations before final decisions are made. Each committee shall be composed of six (6) people: three (3) appointed by the Employer and three (3) appointed by the Union.

Employees must wear the uniforms furnished by the Employer. If the Employer does not furnish capes or sweaters to be worn as part of an employee's uniform, the employee may wear a sweater furnished by the employee if it has been approved by the Employer as to style and appearance. The Employer shall have rain gear available for use by employees whose duties regularly require them to work outside where they are exposed to inclement weather. Cold weather uniforms or appropriate cold weather jackets shall be furnished by the Employer for Door Persons, Bellhops, Baggage Handlers, and Porter classifications where needed. Any other outer apparel or jewelry may not be worn without approval of the Employer. Approval shall not be unreasonably withheld.

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

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

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

15.02. Care of Uniforms and Clothing.

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

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

15.03. Facilities for Employees.

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

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

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

15.04. Theft.

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

ARTICLE 16: MISCELLANEOUS

16.01. Clean-Up Work.

Cooks, Food Servers, Bartenders and Apprentice Bartenders shall not be required to sweep or mop floors or do general Porter work; provided, however, that any bargaining unit employee may be required to clean up any accidental spillage or breakage in the room area or bar to which they are assigned, and Apprentice Bartenders may be required to remove bar refuse from behind the bar to an adjacent area for removal by Porters.

16.02. Carrying Tables and Chairs.

Employees in dining room classifications shall not be required to carry tables and chairs from remote storage areas to dining rooms/showroom or from dining rooms/showroom to remote storage areas, which work shall be the regular duty of Porters. Notwithstanding the above provisions, employees in Bus Person classifications may be required to carry tables and chairs from adjacent areas including storage areas, to and from the dining room/showroom or move tables and chairs within the room.

16.03. Duties of Guest Room Attendants, Porters and House Persons.

(a) Guest Room Attendants shall not be required to perform duties of Porters or House Persons. Guest Room Attendants shall clean and service only guest rooms and perform any incidental cleaning necessary to maintain cleanliness in guest room areas. House Persons are employees who

perform cleaning (excluding Guest Room Attendant's work) in the hotels, including halls, lobbies and rooms. Porters are employees who perform cleaning (excluding Guest Room Attendant's work) in the hotel and/or casino, in public and non-public areas including halls, lobbies and rooms. Guest Room Attendants shall not be required to move furniture, including rollaway beds, into or out of rooms. Guest Room Attendants shall not be required to turn mattresses nor to use heavy duty commercial power vacuums to clean rooms. Porters, House Persons and Kitchen Workers may clean spots on walls, but cannot clean the entire surface. Porters, House Persons, Kitchen Workers and Guest Room Attendants are not to clean ceilings or perform any work which they cannot perform while standing on the floor, provided, however, Guest Room Attendants may be required to use a one-step stool provided by the Employer for the purpose of cleaning bathroom mirrors. Rest Room Attendants assigned to more than one (1) rest room shall be paid at the Porter rate.

(b) When a Porter or House Person performs duties other than those set forth as the duties of Porters and House Persons in Sections 16.02, 16.03(a) and 16.05, or those duties which Porters, House Persons and Guest Room Attendants may not perform under paragraph (a) of this Section, he/she shall be paid at the rate for the classification of Utility Porter/House Person. Employees using mechanical scrubbers who strip and buff floors or terrazzo surfaces shall be paid as Shampoo Porters.

(c) Turndown Services:

1. The parties hereby establish a Turndown Attendant classification.
2. Responsibilities and duties: responsible for "turndown service" in Employer's guest rooms, including but not limited to:
 - A. Removing bedspread and folding back bed linens.
 - B. Placing amenities on night stand, e.g., one beverage/cordial per person; one mint per person; one glass per person.
 - C. Change towels, if required.
 - D. Remove trash, if required.
 - E. Clean ashtrays, if required.
 - F. Other than the above types of duties, Turndown Attendants shall not perform Guest Room Attendant duties.
3. Shift: 4 hours (as needed)
4. Wages: GRA hourly rate plus \$1.00 per hour premium.

(d) The presently existing workload per shift for Guest Room Attendants shall not be increased during the term of this agreement. The presently existing workload per shift for Guest Room Attendants shall be decreased by one (1) room on 1/1/2009. The workload is defined as the number

of rooms or “credits”, credits for special items such as extra-dirty rooms and VIP rooms, and the assignment of pickup rooms. A change in total square footage of the rooms assigned to a station shall also be considered to be an increased workload within the meaning of this subsection if the increase is five percent or more of the total square footage presently existing. The maximum number of rooms or “credits”, as established in this subsection, shall be reduced as follows:

- (1) One room or credit reduction for each checkout room over 10 on any shift that a Guest Room Attendant's assignment contains 11 or more room checkouts.

| Checkouts | Reduction in Rooms or “Credits” |
|-----------|---------------------------------|
| 11 | 1 |
| 12 | 2 |
| 13 | 3 |

Beginning 1/1/2009:

| Checkouts | Reduction in Rooms or “Credits” |
|-----------|---------------------------------|
| 10 | 1 |
| 11 | 2 |
| 12 | 3 |

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

- (2) One room or credit reduction whenever a Guest Room Attendant is required to make up three rollaways, cribs, cots (or any combination of these) on a shift. This credit reduction will apply to all Guest Room Attendants who are assigned “regular” rooms, combination of “regular” rooms and suites, and those assigned suites only.

- (3) One room or credit reduction if a Guest Room Attendant accepts an assignment including rooms on more than two floors during a shift. This credit reduction will apply to all Guest Room Attendants who are assigned “regular” rooms, combination of “regular” rooms and suites, and those assigned suites only.

- (4) The Employer and the Union will jointly retain a mutually agreed upon expert to conduct a time-and-motion study on each class of guestrooms offered by the Employer. The Employer and the Union will share the cost of the expert equally. The expert's report shall serve as the baseline for measurement of future changes in the workload of guest room attendants. The expert's work shall begin no earlier than January 2020. Upon request of the Union, which may be made not more often than annually, the Employer and the Union will retain the expert again, sharing equally the cost of the expert's work, to conduct updated time-and-motion studies of each class of guest room offered by the Employer. The

updated study results shall be compared to either the baseline or the previous updated study. If the updated study shows an increase or decrease in the time necessary to complete a room, then the value of that room as a credit shall be adjusted proportionately. For example, if a study result shows a 10% increase in the time necessary to complete a room over the baseline, the room would then be worth 1.1 credit instead of 1 credit. The Union may only request an updated study if the Employer has made any changes since the previous study to surfaces, surface coverings, bedding, furniture, or amenities.

(5) "Trashed" Rooms Process:

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

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

(e) By no later than June 30, the Employer and Union will meet to memorialize in a side letter the present schedule of credits for suites, if there has been no decrease in the amount of credit given for any suites since December 1, 2001. If there has been a decrease since December 1, 2001, then the Union and the Employer shall form a committee to examine the questions of how to define what is a "suite" and to determine the amount of credit towards a shift workload a Guest Room Attendant shall receive for a suite. The committee shall decide these questions within 90 days following the effective date of this Agreement and its decision on all or part of these questions shall be final and binding on the Union and the Employer. If the committee fails to agree on any part of the questions submitted to it, then either the Union or the Employer shall have the right to refer the unresolved issues to arbitration under Section 21 of this Agreement, and the arbitrator shall have the power to decide those issues.

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

(g) Within one year after the effective date of this Agreement, Guest Room Attendants shall have the option of wearing a uniform with or without long pants.

(h) In each room serviced, a Guest Room Attendant shall be allowed to leave a tip envelope with their name on it, for the purpose of gratuity left by the guest for them. A Guest Room Attendant may retrieve the envelope upon cleaning the room, and if not able because of schedule, the envelope shall be given to the status board for safe keeping and claimed the next working day by the Guest Room Attendant.

(i) No employee shall be permitted to work in any space where an ozone generator is in operation or where the ozone level is in excess of the OSHA Permissible Exposure Limit ("Exposure Limit"). The Employer shall place an air quality monitor in each space where an ozone generator is in operation or has been in operation within the preceding 30 minutes. In all cases, a Guest Room Attendant should clean the room that requires the ozone generator prior to the placement of the generator. Ozone generators shall be operated by Utility Porters who shall be trained and provided with the proper respiratory protection equipment. The Employer shall not require or allow employees to enter the space until the monitor shows that the concentration of ozone in the space is at or below the Exposure Limit. The Employer shall prevent entry to a space where an ozone generator is in operation and after operation stops until the air quality monitor shows that the concentration of ozone in the space is at or below the Exposure Limit. At minimum, no employee shall be permitted to enter the guest room for 60 minutes following the shut off of the generator.

(j) For security purposes, if a hotel guest declines housekeeping service for more than 24 hours, then the Employer's security officer or other management representative shall within the next 24 hours conduct a guest health and welfare check of the room. The parties acknowledge and agree that housekeeping is not a daily occurrence for owners in timeshare rooms. If a guest has not consented to room cleaning for 48 hours, the Guest Room Attendant cleaning the room shall receive a twenty-five percent (25%) credit increase for that room. Further, the Employer and the Union will select a time-and-motion expert to establish a more appropriate percentage. The established percentage of the study will replace the twenty-five percent (25%).

(k) **GRA Pay Rates:**

The Employer shall raise Guest Room Attendants' wage rates \$0.27 in two (2) installments as follows:

June 1, 2018: \$0.13

June 1, 2019: \$0.14

These increases shall be in addition to the wage increases under 27.03 of the Agreement.

Any GRA who is making a higher rate than the House Person rate shall not suffer a decrease in pay.

16.04. Apprentice Bartenders.

Apprentice Bartenders are not to serve drinks or ring sales on any register. Only a Bartender may relieve a Bartender for a meal period; provided, however, that where one (1) Bartender is employed

on a bar for a full shift of eight (8) hours, an Apprentice Bartender may relieve the Bartender for his/her break periods. An Apprentice Bartender may not relieve more than one (1) Bartender during any one (1) shift under the foregoing sentence. Notwithstanding the above provisions, an Apprentice Bartender may relieve two (2) Bartenders during any one (1) shift for breaks and meal periods at those bars where there is only one (1) Bartender working the bar for a full shift.

16.05. Mopping of Floors.

Except as provided in Section 16.01, mopping of floors shall be the duty of Porters, House Persons, Kitchen Workers and Rest Room Attendants.

16.06. Furnishing of Linen and Equipment.

Sufficient linen must be supplied to the Guest Room Attendant on their floors. Proper equipment shall be furnished. Linen Runners may be assigned to perform duties in the classifications of Housekeeping Utility Porter and Laundry Linen Control in emergencies with no decrease in wage rate.

16.07. Room Service.

(a) Room Service Servers and Bus Persons shall be responsible for delivery and removal of service to and from hotel rooms, provided, however, that Guest Room Attendants, while cleaning rooms, may be required to remove such service from the rooms to the hall immediately outside the rooms. A service charge of ten percent (10%) of the check shall be paid to Room Service Servers for setting up for cocktail parties/hospitalities in private rooms. For purposes of this Section, a cocktail party/hospitality is a gathering of ten (10) or more persons in a private room or suite in which alcoholic beverages, mixes, glasses, ice or food are delivered by the Room Service Server. A service charge of seventy-five cents (.750) for each delivery made by a Room Service Server or Bus Person shall be paid for delivering complimented items such as liquor or fruit and other similar items, but excluding meals and beverages served with meals, sent to the guest room by the Employer. It is agreed that Bartenders may work four (4) hour shifts for cocktail parties/hospitalities in suites and be paid at the Banquet Bartender rate.

(b) The Employer's current practice with respect to the amount and distribution of room service gratuities shall be continued at that hotel for the term of this collective bargaining agreement. The hotel may utilize room service bus persons to deliver complimented items in accordance with Section 16.07(a). Where the complimented item(s) to be delivered requires more than normal set up by the Server, for example, leave the room service area to prepare the complimented item(s) or prepare the complimented item(s) in the room service area, the Server will be guaranteed a gratuity of three dollars (\$3.00) per delivery. Where the Food Server is required to deliver the complimented item(s) and service the guest for the event in the room, the Food Server shall be guaranteed a gratuity of fifteen percent (15%) of the menu price of the food and beverage served with a cap of one hundred fifty dollars (\$150) per Server who actually performed the work.

16.08. Aprons, Boots and Hard Hats.

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

16.09. Bartenders and Apprentice Bartenders.

Bartenders and Apprentice Bartenders shall not be required to do general Porter work. Bartenders and apprentices may accept payments for food checks, present checks for food, and serve pre-packaged food items (e.g. potato chips, nachos, nuts, pretzels, sandwiches, shrimp cocktails) in bar operations where food servers and cashiers have not been employed. In the event the Company wishes to expand the provisions of this Article, the Union shall discuss with the Employer all aspects of the possible effects upon employees working these areas. Any unresolved disputes arising from the expansion or interpretation of this Article shall be subject to the Grievance and Arbitration provisions of Article 21. When bartenders or apprentice bartenders perform the services described above for the duration of a shift, he/she shall be paid at \$1.00/shift above combination bartender scale.

16.10. Union Buttons.

A limit of two Union buttons no larger than two inches in diameter may be worn on the job at all times until such time that the Union and the Employer develop a mutually agreeable lapel pin. Upon its development, the lapel pin will be the only Union pin/button worn on the job at all times, except for a shop steward's pin/button.

16.11. Rotation of Stations.

Except for restaurant areas reserved for hotel and casino executives, stations for qualified Food Servers shall be rotated equitably on a daily basis, provided that the Employer shall not rotate Food Servers from a counter area to a table area, or vice versa, or from room to room. Stations for Cocktail Servers, other than those in the casino, shall be rotated daily within a room on an equitable basis. Stations for Cocktail Servers which include any area of the casino as part thereof shall not be rotated, nor shall Cocktail Servers' stations at the swimming pool be rotated. The rotation schedule shall be posted with, or as part of, the work schedule required to be posted under Section 9.06.

Only those classifications enumerated in the preceding paragraph and Bartenders have food and beverage stations. The Employer shall determine the composition of stations and may change the composition of stations from time to time based upon business requirements and productivity.

16.12. Break Periods.

Employees working ten (10) or eight (8) hour shifts shall receive two (2) ten (10) minute break periods on the Employer's time, one (1) prior to their meal period and one (1) following the meal period. Employees working six (6) or four (4) hour shifts shall receive one (1) ten (10) minute break period on the Employer's time. Rest areas shall be maintained in a clean condition. The Employer shall provide, in convenient areas for each department, a record sheet for employees to sign when they leave for and return from their break period. It shall be the employees' responsibility to sign such sheets, which shall be kept by the Employer for thirty (30) days.

16.13. [INTENTIONALLY OMITTED]

16.14. [INTENTIONALLY OMITTED]

16.15. Floor Coverings.

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

16.16. Presentation of Checks.

When checks are presented to guests or customers, they shall be presented by either a Bartender, a Sommelier, a Food Server or a Cocktail Server; provided, however, that the above provision of this Section shall not apply in cases of banquets, buffets, cafeterias and snack bars or where a master check for a group function is presented. Notwithstanding the above, a Bartender may present and settle checks for food in bar operations.

16.17. Notice by Employee.

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

16.18. Knife Sharpening.

The Employer shall sharpen or pay a service to sharpen knives for Cooks, Butchers, Bakers and Pantry Workers at least once a month.

16.19. Parking.

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

16.20. [INTENTIONALLY OMITTED]

16.21. [INTENTIONALLY OMITTED]

16.22. [INTENTIONALLY OMITTED]

16.23. Work Record.

(a) If the Employer is currently utilizing time clocks for employees covered by this Agreement, it shall continue to do so; and if the Employer has three hundred (300) or more guest rooms and is not currently utilizing time clocks, it shall, within sixty (60) days after the effective date of this Agreement, commence to do so and shall require all employees to punch in prior to the

commencement of any work and to punch out after work. Time card records will be made available to the Union on any grievance concerning a violation of this Section.

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

16.24. Prohibited Work.

Room service employees shall not perform the duties of Bartenders and Apprentice Bartenders, provided that Room Service employees shall be permitted, at the request of guests, to set up, open and dispense alcoholic and other beverages for guests in their rooms when the group does not constitute a cocktail party as defined in Section 16.07(a).

16.25. [INTENTIONALLY OMITTED]

16.26. [INTENTIONALLY OMITTED]

16.27. Required Service.

Bus Persons cannot be employed to work unless Food Servers are also employed. Bus Persons cannot perform the traditional duties of Food Servers. Notwithstanding the foregoing sentences of this Section, Bus Persons may be employed for a cafeteria or full self-service type operation without the employment of a Food Server, and shall be paid the Cafeteria Bus Person rate set forth in Exhibit 1; provided that no guaranteed gratuities shall be payable by the Employer to Bus Persons employed for such an operation.

16.28. Usher.

An usher is an employee who seats guests in a specially designed facility with theater-style seating in which plays, concerts and/or other types of musical entertainment are presented, and in which no food or beverage service is provided.

16.29. [INTENTIONALLY OMITTED]

16.30. Automatic Glass Washing Machine.

As to those establishments which now utilize automatic glass washing machines, they shall be operated under the following conditions:

1. Cocktail Servers will not be required to remove, rack or shelve cocktail glasses which emerge from the machine;
2. Cocktail Servers will continue to be required to empty or otherwise remove straws, stir rods, napkins, ice and other material from dirty glasses, and to place the dirty glasses on the conveyor leading into the machine. If there is no space on the conveyor for the glasses, the Cocktail Servers may place the glasses in some other proximate location, to be designated by the Hotel;

3. Cocktail Servers will not be required to clean or maintain the sink which is adjacent to the glass washing machine, nor will they be required to clean, load with soap or otherwise service or maintain the dish washing machine;
4. The Agreement does not prohibit any Cocktail Server from voluntarily racking clean glasses if he/she so desires, or from voluntarily removing clean glasses from the washing machine for use, as needed;
5. None of the other duties or functions of Cocktail Servers not specifically discussed here are affected in any way by this Agreement.

No Employer which does not now utilize automatic glass washing machines shall utilize them during the term of the contract.

Section 16.31. Combination Jobs: Uniform Room Attendant/Seamer

As of March 1, 2014, and only so long as the Employer employs a regular employee in the Seamer classification, all existing Uniform Room Attendants will be provided with training to perform minor alterations, including sewing buttons, fixing hems, tacking, and repairing seam tears. If a Uniform Room Attendant cannot use the sewing machines to make these minor alterations, he/she may perform these minor alterations using hand-stitching. The Employer shall provide ongoing training for Uniform Room Attendants. If any repair is not a minor alteration, then the repair shall be left for the Seamer to finish. Uniform Room Attendants shall keep as their primary duties those of the Uniform Room Attendant, not the job duties of Seamers.

Section 16.32. Porter Assignments.

Porters may be assigned in reverse seniority order to different stations than called for in their regular schedules in order to meet the Employer's needs for casino cleanliness.

Section 16.33. Combination Jobs: Shampoo Porter/Utility Porter

Shampoo Porters and Utility Porters shall be combined into one classification of Utility Porter. The existing house and classification seniority of employees in both classifications shall be carried over into the combined classification and dovetailed. Shampoo assignments shall be assigned as special projects within the Utility Porter classification. Other assignments shall be based on availability of rooms and business needs. Shampoo assignments shall be made to Utility Porters in order of house seniority. The employer shall provide ongoing shampooing training for Utility Porters.

ARTICLE 17: BANQUETS

17.01. Definition.

(a) A banquet shall be deemed to be any function which has been regarded and paid at the banquet rate according to the custom and usage of the trade, including cocktail parties. Steady extra banquet employees are banquet employees carried by the Employer on its regular payroll and used by the Employer as needed. Steady extra banquet employees shall be covered by the provisions of this Article 17 and, in addition, by Articles 6, 11, 20, 21, 25 and 26; provided, however, that (1) vacation pay under Article 11 shall be prorated on the basis of the time actually worked for the Employer by such employees, and (2) seniority under Article 20 shall be for

purposes of layoff and recalls only, and shall be applicable only as among the Employer's steady extra banquet employees.

(b) The in-house Banquet Server "A" List will be reduced to twenty (20) by attrition. The Coffee Break Crew will remain at eight (8). "B" List Food Servers will be temporarily assigned to the "A" List to replace "A" List Food Servers on extended vacations or leaves of absence.

(c) Banquet "C" List

1. The parties agree that the Employer shall create a C-List comprised of ten (10) servers. These positions shall be filled by employees pursuant to Section 20.04(a) in the parties' collective bargaining agreement. In order to be eligible for the C-List, employees must earn a certification for banquet work by the Culinary Training Academy or have previous experience reasonably acceptable to the Employer. Employees may not accept work on the C-List if the C-List work conflicts with their normal scheduled work in their regular classification. Regular employees who are not in the banquet department but who perform banquet work under the paragraph will not accrue classification seniority in the Banquet position.

2. The Base Wage Rate for non-banquet employees performing banquet work under paragraph 1 shall be the Banquet rate and these employees shall share in any gratuities under the same conditions as a Banquet employee working the event.

3. A non-banquet employee who accepts Banquet work will be paid for vacation and holiday hours at the employee's regular classification.

4. C-List servers shall only be offered work after the A-List and B-List are exhausted.

(d) A committee of Banquet Servers and management will be formed to discuss delivery and set up of large props (wine barrels and large bricks) used for room decorations.

17.02. Service Charge.

(a) On all banquets it is obligatory on the Employer, that an eighteen percent (18%) service charge of the total charges for food and beverage shall be paid to the Food Servers, Cocktail Servers Bus Persons, Captains, Host Persons and Bartenders Banquet or Catering Managers who work the function, in addition to the designated wages.

This distribution of such service charges shall be in accordance with paragraph 1 of Section 17.05(b), attached to and made a part of this Agreement. The Employer shall post in a conspicuous place available to banquet employees, prior to or during the banquet function, the menu, the number of guests, the name of the group, and the price charged for the food and beverage. If a server is designated by the Employer to act as Captain or Host Person for a banquet, he/she shall be paid the Captain or Host Person rate and shall share in the distribution of service charges as allocated by the Employer.

(b) House sponsored promotional events for which no charges are made to the customer shall be exempted from provisions of 17.02(a). Servers working such an event shall receive a guaranteed service charge of eighteen percent (18%) of the menu price not to exceed two hundred dollars (\$200) per server.

The Employer at their sole discretion can increase the guaranteed service charge for any Employer sponsored event.

17.03. Regular Employees Working Banquets.

(a) Except for brunches regularly scheduled on a daily basis, such as those now offered to the public at certain hotels, regular, relief or extra employees shall not work on banquets unless the Union is unable to furnish banquet employees, nor shall banquet employees be employed as regular, relief or extra employees. Notwithstanding the preceding sentence of this Section, the Employer may use regular employees in the classifications of Dishup and Bus Persons for work at brunches offered to the public, on weekends only, provided that (1) Dishup employees are paid as extra employees for such work, and (2) Bus Persons are paid for such work at the applicable rate for at least six (6) hours. Food servers working at such weekend brunches shall be Banquet Food Servers and paid as such.

(b) The Employer may use regular employees to work in the Banquet Captain classification on banquets at which all guests at the function are fully complimented by the Employer, provided that: (1) no more than twenty percent (20%) of the total work force at the function shall be composed of such employees; (2) prior notice of the use of such employees is given to the Union; and (3) such employees are not so utilized more than five (5) times in any year.

(c) Where brunches and buffets normally scheduled in one room are moved to another room for part of the week, regular, relief or steady extra employees who normally work the brunch or buffet may work the function when it is moved to an alternative site.

(d) Banquet Servers must have the demonstrated ability to carry a tray of a minimum of forty (40) pounds.

17.04. Reporting Pay.

(a) When the Employer or its representative orders a banquet worker to report for work and said employee is not allowed to work, the Employer shall pay the employee the minimum compensation provided in Section 17.07; provided, however, that the above provision of this Section does not apply to any employee reporting in a condition which obviously prevents the proper performance of the normal duties by the employee, to employees who report to work without a valid health card or other documents that may be required by Local, State or Federal law, to employees who previously have been designated in writing by the Employer to be unsatisfactory because of the commission of the kind of offense listed in Section 6.01(a) or, for a six (6) month period, to employees who previously have been validly so designated for any other reason.

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

17.05. Distribution of Gratuities and Service Charge.

(a) All gratuities, whether for banquets or otherwise, belong to the employees in accordance with the provisions of Section 17.05(b), and no part of the gratuities belong to the Employer or

any representative of the Employer and are not a part of the basic wage established by this Agreement. The distribution of service charge among banquet workers shall be in accordance with Section 17.05(b). The Employer shall exert its best efforts to make available to the Union by 3:00 p.m. of the day following the banquet function all wages and gratuities for banquet workers, a breakdown of the distribution of gratuities for all food and beverage, the name and date of the banquet function and room where held, the total price for all food and beverage, allocated service charge, the number of guests in attendance, and the names and Social Security numbers of the banquet workers; provided, however, that where an extra banquet worker works banquet functions at this hotel on successive days, his/her wages, service charge portion and gratuities for said functions may be forwarded or made available on the day following the last successive banquet function which the extra banquet worker works.

(b) 1. Fourteen percent (14%) of the service charge of a banquet function, other than a cocktail party as defined in Section 17.06 and events discussed in Sections 17.02(b)) and 18.02(d), shall be divided evenly among Captains, Host Persons, and Banquet or Catering Managers (who meet the requirements of Section 17.02), who work the function. The Employer may determine the distribution of the even share allocated to the Banquet or Catering Managers. Eighty-six percent (86%) of the total gratuity shall be divided evenly among Food Servers and Cocktail Servers.

2. On cocktail parties, as defined in Section 17.06, fourteen percent (14%) of the service charge shall be divided evenly among Captains and Host Persons who work the cocktail party. Eighty-six percent (86%) of the total gratuity shall be divided evenly only among Food Servers or Cocktail Servers, as the case may be, and Bartenders who work the cocktail party.

17.06. Cocktail Parties.

At cocktail parties only, including those preceding a banquet and including those where only hors d'oeuvres are served, and where Food Servers or Cocktail Servers are employed solely for the cocktail party, gratuities shall be distributed, in accordance with paragraph 2 of Section 17.05(b), only among Bartenders, Food Servers, Cocktail Servers, and Captains and Host Persons who work the cocktail party except that Bartenders shall not participate in gratuities where Food Servers or Cocktail Servers serve customers from a regularly established service bar.

17.07. Banquet Minimums and Limitations.

(a) Breakfasts: Two (2) hours minimum. A Food Server shall not be required to serve more than twenty-five (25) customers and for each additional person shall receive fifty cents (.500) in addition to his/her regular wages.

(b) Luncheons: Three (3) hours minimum. A Food Server shall not be required to serve more than twenty-five (25) customers and for each additional person shall receive fifty cents (.500) in addition to his/her regular wages.

(c) Dinners: Four (4) hours minimum. A Food Server shall not be required to serve more than twenty-two (22) customers and for each additional person shall receive sixty cents (.600) in addition to his/her regular wages.

(d) Buffets:

1. Breakfasts: Two (2) hours minimum.
2. Luncheons: Three (3) hours minimum
3. Dinners: Four (4) hours minimum.

A buffet is a regular meal (breakfast, luncheon or dinner) where guests are served or serve themselves from a display of foods; provided, however, that for purposes of this Article, a buffet shall not be deemed to include buffets, cocktail buffets or other meals offered regularly to the public and served by regular employees.

4. There shall be no limit on the number of customers a Food Server may be required to serve at a buffet.

5. On banquet buffets, Food Servers shall be responsible for all food and beverage fountain setups, replenishment of same and breakdown. The kitchen staff will be responsible for the initial set-up of food in the banquet room. Once the function/event begins the Food Servers are responsible for maintaining and replenishing the food and beverage.

(e) Work performed in excess of the minimum shifts set forth above shall be paid at the hourly rates set forth in Exhibit 1.

17.08. Meals for Banquet Employees.

Banquet employees shall receive one (1) meal for each function worked, to be eaten within forty (40) minutes prior to the start of the employee's work.

17.09. Full Function.

No banquet employee eligible for gratuities shall share in gratuities unless the employee works the full function; provided, however, that at banquets where cleanup must be delayed until the conclusion of speeches or a program, only that number of employees sufficient to do the cleanup work need be retained, and those employees not retained shall nevertheless share in the gratuities.

17.10. Teams.

Banquet Food Servers are required to work in teams and not their individual stations.

17.11. Setup and Breakdown.

Banquet Food Servers and Bus Persons if employed are responsible for all setup and breakdown work in the banquet room. Banquet Servers will assist in decorating, dropping brochures, giveaways. A separate committee will determine who and how large heavy room props (i.e., wine barrels and large bricks) are to be placed and removed in banquet rooms.

17.12. Bartenders.

(a) Bartenders employed for banquets shall receive the Banquet Bartender rate provided they shall be employed or paid for not less than four (4) hours for each banquet function.

(b) In accordance with the present practice of the Employer, Banquet Bartenders are responsible for all setup and breakdown work in the banquet room. Barbacks, Bar Porters, or Convention Porters will be responsible for transporting portable bars to and from work areas. Banquet Bartenders will assist when the function(s) includes a total of 16 or more bars.

(c) Apprentice Bartenders/Bar Backs working Banquets will receive an automatic gratuity of the total Bartender gratuity based on the function hours the Apprentice Bartender/Bar Back worked. (Does not include hours worked where there is no gratuity). The Gratuities are to be placed in a pool and distributed equally (by hours) on their bi-weekly paychecks. Gratuity schedule to be as follows: (5%) at the ratification on this Collective Bargaining Agreement, (7.5%) June 1, 2009, and (10%) June 1, 2011.

17.13. Banquet Training and Work.

It is the objective of the Employer and the Union to increase the economic opportunities for all bargaining unit employees. In recognition of the foregoing, the Southern Nevada Joint Management Culinary and Bartenders Training Fund shall establish a training course to help the bargaining unit employees acquire the banquet service skills needed to be eligible for employment.

In order to give trained bargaining unit employees from other departments the opportunity to pick up extra banquet work, the Employer will staff banquets with in-house "C" list employees whenever possible, if there are not enough roll-call servers available. Post roll-call banquet work will be strictly voluntary.

ARTICLE 18: SPECIAL EVENTS

18.01. Definition.

For purposes of this Article, special event shall be deemed to be:

(a) Any event for a person, persons, group or groups arranged by a travel agent, booking agent, hotel sales representative, convention agent, promotional representative, operator or any other individual or agency where tickets, 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.

(b) Any event for which no charges are made to the customer for that event.

18.02. Gratuities Payable for Special Events - Food and Beverage Service.

(a) Except for those events described in 18.01(b), for each meal and/or beverage served to a person included in a special event, Food and Cocktail Servers shall be guaranteed a service charge of not less than seventeen percent (17%) of the then-current menu price of the same meal and/or beverage applicable to the general public in the room such meal and/or beverage is served.

(b) If a customer included in a special event is served a meal in a room with an established menu, but the meal being served does not appear on the then-current menu, the gratuity for Food Servers serving such meal shall be computed on the basis of seventeen percent (17%) of the price charged for such meal or seventeen percent (17%) of the hotel's then-current menu price for the lowest priced hot entree available to the public in said room, whichever is greater, except as provided in Sections 18.01(b) and 18.08.

(c) If a special event customer is served a meal in a room that has no established menu, the gratuity for Food Servers serving such meal shall be computed on the basis of seventeen percent (17%) of the price charged for such meal or seventeen percent (17%) of the then-current coffee shop menu price, including ala carte service for a comparable meal, whichever is the greater, except as provided in Sections 18.01(b) and 18.08.

(d) For those events described in 18.01(b), servers working said event shall receive a guaranteed gratuity of seventeen percent (17%) of the then-current menu price not to exceed one hundred fifty dollars (\$150.00) per Server.

(e) It is understood that for regularly scheduled performances presented in the showroom, an employee in the Culinary Workers' unit shall be guaranteed the right to present a check for the full amount of any admission charge to the showroom and any food and beverage served or, in the event an employee in the Culinary Workers' unit is not given an opportunity to present such a check, the Employer shall pay the applicable service charge applied to the full amount of admission to the showroom, and any food or beverage served. These provisions shall continue in full force and effect until and unless the Employer introduces a "Ticketron-type" computer ticket sales system and shall be reinstated should the Employer establish such a system but then remove it.

The Employer may establish such a ticket sales system on or after December 1, 1989. In the event the Employer does so, Food Servers in the showroom shall, for a period of twenty-four (24) months following the introduction of such system, be guaranteed by the Employer a gratuity equal to ten percent (10%) of all the normal ticket prices for all seats sold in that Server's station. All seats sold in the showroom shall be included in Servers' stations. The parties shall agree in each hotel on a specified split of such guaranteed gratuities for Bussers in the Showroom.

In the event the Employer establishes such a system on or after June 1, 1991, the guaranteed ten percent (10%) gratuity described above shall apply for twelve (12) months following the introduction of such system.

The Server shall be guaranteed the right after such a system is introduced to present a check for the full amount of any food and beverage served or, in the event the Server is not given an opportunity to present such a check, the Employer shall pay a service charge of seventeen percent (17%) applied to the full normal price of any food and beverage served.

In any new showroom opened which does not result in a full or partial diminution of work opportunities in an existing showroom, the Employer may institute a ("Ticketron-type") system without the guarantee described above for existing facilities, but with the same provisions for presentation of checks and/or guaranteed gratuities on food and beverage.

The Employer agrees to negotiate with the Union regarding the effects on any employee whose position is displaced in connection with the introduction of a "Ticketron-type" system.

18.03. Private Cocktail Receptions.

(a) Cocktail Servers serving guests included in a special event at the second show in the main showroom shall be guaranteed a minimum gratuity per person served of seventeen percent (17%) of the then-current minimum charge to the general public for the second show, except as provided in Sections 18.02(a), 18.02(b) and 18.08.

(b) Food and Cocktail Servers and Bartenders serving guests included in a special event at a cocktail party, and Captains and Host Persons who work the function, shall be paid a gratuity computed on the basis of seventeen percent (17%) of the hotel's then-current bar or bottle charges applicable to similar functions attended by guests who are not part of a special event, except as provided in Sections 18.01(b) and 18.08, and except that Bartenders shall not participate in gratuities where Food or Cocktail Servers serve customers from a regularly established service bar. The distribution of such gratuities shall be in accordance with paragraph 2 of Section 17.05(b).

(c) In any room where there is live entertainment which is included in a special event function, the Cocktail Servers shall be guaranteed for each drink served to a special event guest, a service charge of seventeen percent (17%) of the then-current beverage price applicable to members of the general public served in such room except as provided in Sections 18.01(b) and 18.08.

(d) Where a special event beverage ticket or coupon, for which a charge has been made by the Employer, is presented to a Bartender or Cocktail Server who serves the beverage to the guest, the Bartender or Cocktail Server shall receive from the Employer a gratuity of seventeen percent (17%) of the established beverage price, except as provided in Section 18.08. All such tickets or coupons issued or authorized by the Employer shall contain thereon the words "Gratuity Included."

18.04. Bellhop Service.

(a) Bellhops.

(i) Where Bellhops are not given the opportunity to room special event or complimented guests, they shall receive not less than three dollars and fifty cents (\$3.50) per person checking in and out. For package guests, the Bellhops shall receive for each person using the package, three dollars and fifty cents (\$3.50) for each guest checking in and out, which shall be evidenced by a coupon contained in the package. Notwithstanding the above provisions Bellhops shall be guaranteed a gratuity of three dollars and fifty cents (\$3.50) per person checking in and/or out only where baggage is delivered and removed as part of a group arrival or departure. Set arrivals and/or departures shall be evidenced by a manifest. These guaranteed gratuities shall only be paid to Bellhops who actually perform the services. These guaranteed gratuities do not apply to diverted air carriers. Effective June 1, 2022, the Bellhops shall receive for each person using the package, three dollars and seventy-five cents (\$3.75) for each guest checking in and out, which shall be evidenced by a coupon contained in the package. Notwithstanding the above provisions Bellhops shall be guaranteed a gratuity of three dollars and seventy-five cents (\$3.75) per person checking in and/or out only where baggage is delivered and removed as part of a group arrival or departure. These guaranteed gratuities do not apply to groups with whom the Employer currently has contracts at the \$3.25 rate or to whom the Employer has made firm offers at that rate. All new contracts and offers will be at the \$3.50 rate or \$3.75 rate when applicable. The Employer will furnish the Union with a list of all such contracts and offers at the \$3.25 rate and the \$3.50 rate when applicable. Overage money shall be divided among the Bellhops and paid semi-annually.

(ii) Group Deliveries.

Except where the Employer now pays a higher rate which shall not be reduced, when Bellhops deliver magazines, newspapers, and shoeshine items, they shall receive seventy-five cents (\$0.75) for each delivery left outside a guest room and one dollar (\$1.00) for each delivery left inside the room. This shall not apply to hotel-related individual deliveries. Where more than twenty-five (25)

deliveries are made to the same group, Bell Captains shall receive fourteen percent (14%) of the total gratuity from such deliveries.

(b) Bell Captains

(i) Bell Captains and Bellhops.

Except in emergencies, Bell Captains are not to perform the duties of Bellhops. Bellhops shall not regularly relieve Bell Captains except during meal and break periods and on a graveyard shift. Bellhops shall not be required to leave the premises except for the purpose of servicing hotel guests who must be temporarily accommodated at adjacent facilities. In the absence of a Bell Captain from the bell desk, it shall be manned by Bellhops on a rotating basis with the last "front" being assigned to the bell desk.

(ii) Bell Captains' Services.

Services historically performed, on the premises of a particular establishment, by Bell Captains, including, but not limited to, baggage transfers, car rentals, travel reservations, and tours, may continue to be performed by Bell Captains at that establishment, and all fees and commissions from the performance by Bell Captains of such services shall be retained by them; provided, that this arrangement shall cease when and to the extent the Employer undertakes to perform such services either directly or by a franchise or concession. It is expressly understood and agreed that the foregoing provisions of this Section are excepted from and are not subject to the provisions of Section 29.01.

If Bell Captains do not have at least two (2) of the following three (3) services (show reservations, tours, car rentals), the daily wage rates listed in Exhibit 1 for Bell Captains shall be increased thirty dollars (\$30.00) per day.

It is agreed that to the extent any of the following services (showroom reservations [not including tickets], baggage transfers, car rentals, flowers and tours) have been historically performed by Bell Captains at a particular establishment and were being performed as of April 2, 1980, they may continue to be performed by Bell Captains at the establishment to the same extent as in the past and all fees and commissions for the performance by Bell Captains of such service shall be retained by them. Provided, however, that should the Employer significantly increase the size of its hotel, then this arrangement shall cease when the Employer undertakes to perform such services either directly or by a franchise or concession. It is expressly understood and agreed the foregoing provision is excepted from and is not subject to the provisions of Section 29.01.

(c) Valets.

On days when valet service is available to guests, except on Saturday, one (1) Valet must be on duty for one (1) eight (8) hour shift designated by the Employer, which may be a split shift with one (1) split in an eleven (11) hour period. If a Valet works a split shift, he/she shall be paid the split shift premium under Section 9.05. If there is not enough valet work to keep a valet busy during a shift, he may be assigned, if needed, to perform Bellhop duties provided that he does not displace another employee. On Saturdays, one (1) Bellhop may be designated by the Employer as Valet and paid at the Valet rate. Bellhops may be required by the Employer to perform pickup and delivery service from and to guests' rooms during rush periods and when no Valet is on duty, provided that in such cases the last Bellhop who handled a "front" shall be the Bellhop required to perform the necessary valet service. If a Bell Captain performs the duties of a Bellhop because the

Bellhop is performing the valet service, the Bell Captain shall be required to turn over any tips he/she may have received for such service to the Bellhops or Bellhop who otherwise would have performed such Bellhop service.

(d) Doorpersons.

If a stationary Doorperson is employed on a shift, he/she shall be primarily responsible for loading and removing guests' luggage in and from private automobiles, taxis and limousines, and for summoning taxis for guests.

(e) Baggage Handlers.

If employed, only Baggage Handlers shall transport luggage from outside areas such as dock areas of the hotel to the bell desk and tag luggage to make it ready for Bellhops, provided that Bellhops shall not be prohibited from doing such work as part of their regular duties.

(f) Bell Classifications Steady Extra Board.

Any bell classification in the absence of a Bellhop, may remove items from the checkroom to be released to guests or taken to the bell desk.

The Employer will establish a combined steady extra board with Door Persons, Bell Persons and Bell Starters ("Front Services Steady Extra Board"). The Front Services Steady Extra Board list will be established by house seniority as follows:

When a shift is available it will be offered to the Front Services Steady Extra Board list in order of seniority. The employee will be offered a shift on the classification that is available for that day. Once accepted, the employee will indicate on the sign-in sheet the classification that he or she is working for the day. Bell Captains will verify the pay code to the worked classification and fill out the appropriate paperwork to submit to payroll.

Refusals rates for steady extras will still apply regardless of the classification.

The initial combined Front Services Steady Extra Board list includes the employees identified in the Memorandum of Agreement Re Creation of Front Services Steady Extra Board.

Employees hired or transferred into the Front Services Steady Extra Board after the ratification of this Agreement shall be placed at the bottom of the Front Services Steady Extra Board.

(g) Claim Checks. Claim checks shall contain the text in prominent letters "Gratuity Not Included". The Union and Employer will work together in a Task Force to develop a larger claim check. In the meantime, the Employer will include the text "Gratuity Not Included" on the existing claim checks.

(h) Task Force. All other miscellaneous – including but not limited to servicing and locations of pick up and drop off of ride sharing applications stations and cab lines, scooters, wheelchairs and cashless gratuity. The task force may meet quarterly, upon request of either party. An agenda will be provided at least one week prior to such meeting, to Human Resources or to the Union Representative by the party seeking the meeting. The Union may request the attendance of the Vice President of Resort Operations or the Executive Director of Hotel Operations (who will have

the same decision-making authority as the VP of Hotel Operations) at a task force meeting no more than twice per year. The parties will make every attempt to resolve all outstanding miscellaneous issues as listed in this paragraph within the first year after ratification of the Contract. Anything agreed upon in the Task Force shall be reduced to writing in a Memorandum of Agreement.

(i) Transparency. The Employer will make available, for the Front Services staff to review, at any time, an event summary for all groups and group deliveries. All classifications who receive portorage or gratuities will be included in the event summary. The summary should include the full names of all Front Services Staff who worked the event and the amount paid to each individual. The summary shall be presented on spreadsheets as follows (event references and amounts are examples only):

| BELLDISK GRATUITIES | | 2018 GDS Sales Kickoff DELIVERIES | | EMT Global USA Duratex | | | | Canadian Mortgage Designers | | | |
|---------------------|----------|-----------------------------------|----------|------------------------|-----|-----------|------------|-----------------------------|----------|-----------|------------|
| PPE | 3/4/2018 | 90 | \$225.00 | PAX= | 22 | \$176.00 | PAX= | 26 | \$208.00 | | |
| NAME | TOTAL | QTY27 | TOTAL | IN | OUT | TOTAL PAX | TOTAL PAID | IN | OUT | TOTAL PAX | TOTAL PAID |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

| BELLDISK GRATUITIES | | Design Destinations Scandinavian Group | | | | Floral | | | | BC Boxes | | | |
|---------------------|----------|--|-----|-----------|------------|--------|----------|---------|-------|----------|----------|-------|-------|
| PPE | 3/4/2018 | PAX= | 31 | \$248.00 | QTY | Floral | Standard | Premium | Total | 0-99-lbs | 100+ lbs | MOVES | TOTAL |
| NAME | TOTAL | IN | OUT | TOTAL PAX | TOTAL PAID | 17 | 9 | 3 | 5 | 182 | 4 | 8 | 194 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

| Event # | Event Name | Check # | Check Type | Evt Date | Event Cat | Grat |
|---------|------------|---------|------------|----------|-----------|------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Within thirty (30) days of ratification of the Agreement, Front Services supervisors shall receive training on the proper distribution of gratuities and the use of the spreadsheets.

(j) Task Force on Convention Runs. The Union and Employer agree that they will discuss the Union’s proposal as follows in a Task Force on Convention Runs. The parties will make every attempt to resolve this issue as listed in this paragraph within the first year after ratification of the Contract. Anything agreed upon in the Task Force shall be reduced to writing in a Memorandum of Agreement.

Union Proposal:

Convention Runs/Meeting Rooms/Tower Deliveries: For standard services / handling and/or non-baggage runs to or from any location (including the Concierge Desk), charges are \$2.00 per package/item for up to (four) 4 items.

A \$20.00 fee will apply if a cart is needed or to there are 5 or more items as a cart charge. In the event that more than (one) 1 cart is needed, the \$20.00 fee will apply to each cart that is used to transport all the items. This applies to a Baggage Handler or Bell Person that performs this service.

(k) Business Deliveries. In keeping with Article 29.01 of the Collective Bargaining Agreement, all deliveries (boxes, packages, faxes, etc.) generated from a UPS Store, Fed-Ex store or any other similar company (including any company through a sub-lease), or the Concierge Desk to any location on Employer property are to be considered services customarily and historically performed by employees (Front Services Attendants) covered by this agreement and shall remain solely the work of employees (Front Services Attendants) covered by this agreement. Also, any such fore-mentioned items (boxes, packages, faxes, etc.) to be delivered to UPS Store, Fed-Ex store, Concierge Desk or any other similar company from any location on Employer property generated by all hotel guests and/or non-guests shall continue to be performed solely by employees (Bellhops) covered by this agreement and shall remain the work of employees (Bellhops) covered by this agreement. The pay scale of which these services are listed below are subject to any unresolved disputes arising from this side letter shall be subject to the grievance and arbitration provisions of Article 21 of this Agreement.

Delivery fees for UPS, Fed-Ex store or any other similar company (including the Concierge Desk):

- (1) Ten percent (10%) of total invoice or five dollars (\$5.00), whichever is greater
- (2) All UPS, Fed-Ex store or any other similar company (including the Concierge Desk) generated fax or email deliveries: \$2.00

These rates shall apply to the Employer should it add a UPS Store, Fed-Ex store or any other similar company at the property.

18.05. Parties.

(a) If the Employer has a New Year's Eve or other similar party, except as defined in 18.01(b), at which a meal is served, Food and/or Cocktail Servers who serve guests shall be paid by the Employer a service charge of two dollars (\$2.00) or seventeen percent (17%) of the menu price or price charged for the food and beverage served, whichever is the greater. If the only charge to guests for such a party is an admission charge and there is no established menu for the room in which the party is held, the service charge for Food and Cocktail Servers shall be computed on the basis of seventeen percent (17%) of the established banquet menu price for the food and beverage served, or, if greater, seventy-five cents (750) per person served. The foregoing provisions of this Section shall not apply where a check is presented by the Food or Cocktail Server to the guest for payment in cash or for signature by the guest and chargeable to the guest's account, or where the guest is complimented by the Employer and the check contains thereon the words, "Complimentary-Gratuity Not Included".

(b) New Year's Eve parties in rooms other than the main showroom which are treated by the Employer as banquets shall be subject to the provisions of Article 17, and gratuities for Food and Cocktail Servers shall be determined under the provisions of Section 17.02(a) and (b).

18.06. Payment of Special Event 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 date 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.

18.07. Exception.

Charity events will be treated as in-house functions at the rate of \$150 for the purpose of gratuity paid.

18.08. Special Event Parties.

Charitable parties when in the showroom in a group of more than ten (10) but less than one hundred (100) and when not part of a convention, and where management has ordered that the entire party be seated together, shall have their guaranteed gratuity computed on the basis of the price charged or one dollar and fifty cents (\$1.50) per person, whichever is the greater. Such charges will be specified in writing showing the date of the party, charges made for food and/or beverage served

and the name and number in the group served. Such specification sheets will be made available to the Union upon request.

18.09. Discount Coupons.

Discount coupons not exceeding two dollars (\$2.00) for food or fifty cents (\$0.50) for beverage will be subject to a guaranteed gratuity of twelve percent (12%). The coupon shall bear no notation as to whether there is or is not a guaranteed gratuity.

ARTICLE 19: COMPLIMENTED GUESTS

19.01.

(a) On those occasions when individuals or members of a group are provided with food and/or beverages in a public room, which are complimented by the Employer, there shall be no guaranteed gratuity; however, that the Servers who provide service shall be given the opportunity to present a check to the guest or guests being complimented. In all instances of complimented guests, except those who are staying at the Employer's hotel and who are complimented when they check out, the checks presented by Servers shall contain the words in prominent letters "Complimentary - Gratuity Not Included".

(b) Except for guests complimented for beverages in the casino and except as provided in Section 16.07(a), on these occasions when Servers are not given the opportunity to present a check to the complimented guest or guests, the Server shall receive from the Employer a gratuity of fifteen percent (15%) of the menu price of the food and beverage served, as established by the Employer for such services in that particular room.

(c) Food Servers, Cocktail Servers and Bartenders, to whom are presented by guests or customers beverage and/or food tickets or coupons issued by the Employer, for which no charge is made, shall receive from the Employer a gratuity of fifteen percent (15%) of the established menu or bar price of the food or beverage served as established by the Employer for such service in that particular room. This provision shall not apply to tickets or coupons issued in the Employer's Race Book and Sports Book.

(d) On those occasions when members of a group which is not a special event as defined in Section 18.01 are complimented, as a group and not individually, with food and/or beverage in a public room, the checks presented to such persons shall be clearly marked "Gratuity Not Included", and in such cases there shall not be any guaranteed gratuity payable by the Employer.

(e) Where guests receive a complimentary bottle of wine in a specialty or gourmet room, there shall be no guaranteed gratuity provided for the wine.

ARTICLE 20: SENIORITY

20.01. Probationary Period.

An employee will be considered as a probationary employee until he/she has completed forty (40) shifts of work after his/her most recent date of hire by the Employer. A probationary employee may be terminated at the discretion of the Employer, and such termination shall not be subject to the grievance and arbitration provisions of Article 21. The above probationary period may be extended by mutual agreement of the Employer and the Union.

20.02. Definition of Seniority.

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

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

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

20.03. Layoffs and Recalls.

(a) 1. In the event of layoffs due to a reduction in force, probationary employees within the affected classification(s) will be the first to be laid off. Employees will be laid off from and recalled to their regular job classifications in accordance with their house seniority, provided they have the qualifications to perform satisfactorily the work available in their regular job classification. All layoffs will be conducted in compliance with the provisions of the Stardust arbitration award of 1997. It is the responsibility of the employee to advise the Employer of a change in either address or telephone number. In accordance with their seniority, employees in layoff status will be offered, but not required to perform (subject to subparagraph [c]), all extra work in their classifications except for banquets or parties, before extra employees are hired, before steady extra employees are offered such work, and, to the extent practical, before regular employees are assigned to work their sixth (6th) day; provided, however, that such employees who are offered and accept extra work shall be paid as extra employees for such work in accordance with Section 10.05, but shall not be covered by the provisions of Section 9.03. Employees whose jobs are eliminated (i.e., everyone in a specific job classification), or employees who were laid off on or after September 11, 2001 and not recalled before May 1, 2002, shall be given the opportunity to transfer to vacancies in bargaining unit positions for which they are qualified that have not been filled pursuant to Sections 20.04 or 10.07, and which exist at the time of the job elimination or within sixty (60) days thereafter. If an employee transfers to another position, he/she will have recall rights to his/her former eliminated position for six (6) months for employees with less than six (6) months of service or twelve (12) months for employees with six (6) or more months of service, so long as he/she has not been terminated or has not resigned employment with the Employer. The recall rights periods specified above shall commence on the date the job elimination becomes effective.

2. Specialty/Gourmet Room Cooks will not be laid off under the terms of Section 20.03(b) where they are immediately qualified to perform the work of cooks in their classifications in other kitchens, provided they have sufficient classification seniority to displace cooks in other kitchens.

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

(c) Employees to be laid off in accordance with Section 20.03(a) may be laid off without regard to their respective house seniority as each completes his/her current workweek. At the time of layoff the employee shall state availability or non-availability for extra work; where employee indicates availability, the employee shall not be called for extra work after he/she refuses two (2) out of seven (7) offers. Notwithstanding the foregoing, an employee may declare unavailability for extra work for a definite period while on layoff.

(d) Schedule Realignment After Layoff.

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

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

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

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

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

(3) Employees who obtain a position by bidding shall not be eligible for another transfer under this subsection or under Section 20.04(b) for six (6) months. Those who are transferred to a position without bidding remain eligible for transfer under those provisions.

(f) Technology.

(i) Technological change includes, but is not limited to the use of machines (including by way of example only, computers, robots, handheld devices, and tablets), automation, software, systems, programs, applications or other scientific advancements to replace or substitute for, improve, alter, increase or decrease, or evolve the type or manner of work performed by bargaining unit employees in the Employer's workplace.

(ii) Third-party deliveries of food and beverage, reading materials, gifts, laundry or other tangible items inside the hotel-casino will continue to be performed in the current established practice.

(iii) The Employer shall give the Union at least 180 days advance notice of any technological change before it is implemented. In the event the Employer intends to design such technology change, the notice shall be given before any design work on the technology is commenced. The Employer shall explain to the Union the intended function of the technology, the nature of the technology and who will develop it, the timing of its planned implementation, and the expected work needed to implement the technology and keep it running. If the Union questions or objects to the change, the Employer shall promptly negotiate the foregoing matters with the Union. The Employer shall share prototypes with the Union subject to an appropriate confidentiality agreement. The Employer shall not implement any technology unless the Employer has carried out these duties to the Union.

(iv) Any employee laid off due to technological change shall be entitled to recall to the classification from which the employee was laid off for 24 months following the date of layoff and to preference for other job openings, in or out of the bargaining unit, after all other preferences possessed by incumbent employees have been exercised but before new employees are hired, provided the employee is qualified for the position or can be qualified in a reasonable period of time with adequate training provided by the Employer.

(v) The Employer and Westgate will make all non-supervisory job postings accessible to employees laid off under this subsection and to the union to assist employees in their job searches.

(vi) While employees are waiting for an offer of a permanent position, the Employer shall offer all available extra work to them in order of classification seniority.

(vii) If an employee laid off under this subsection is recalled to (A) another position within the Union's bargaining unit at the Employer, the employee shall retain his or her house seniority and continuous service for vacation purposes or (B) to a position outside any bargaining unit represented by the Union, continuous service with the Employer shall be recognized for vacation and all other purposes except competitive seniority.

(viii) No employee who has completed his or her probationary period and is recalled pursuant to this subsection shall be required to complete a new probationary period but if the employee cannot perform satisfactorily the work on the shift or station to which recalled

he or she may transfer or be transferred back to his/her former job within thirty (30) shifts after his/her date of transfer.

(ix) The Employer shall continue to make contributions to UNITE HERE Health at the minimum level necessary to maintain existing benefits under the Plan, less any contributions made for extra hours worked following the date of layoff, for 6 months following the date of layoff.

(x) If an employee laid off under this subsection elects not to seek another position with Westgate either at the outset of layoff or at any time during the 24-month job search period, or if the employee does not find a job in that time, the Employer shall pay the employee a service recognition bonus according to the following schedule, subject to all legally required taxes and withholdings:

| Years of Continuous Service/Employment at the Employer by the Employer and by a Predecessor Employer | Retention Bonus Gross Amount |
|--|------------------------------|
| 30 or more | \$ 15,000.00 |
| 20 to 29 | \$ 12,500.00 |
| 15 to 20 | \$ 10,000.00 |
| 10 to 15 | \$ 7,500.00 |
| 5 to 10 | \$ 4,000.00 |
| 1 to 5 | \$ 2,500.00 |
| Less than 1 year | \$ 1,250.00 |

(xi) This subsection does not supplant the rule that layoffs must be due to reductions in force. If technological changes reduce the duties of a classification without eliminating them, the classification shall continue in existence but the Employer may adjust staffing levels, or with the agreement of the Union the Employer may distribute the remaining duties to other bargaining unit classifications. If new technologies require human operation of the machines, the machines shall be operated and maintained by bargaining unit employees and the Employer shall train employees in the affected classification to operate and maintain them. The Employer may limit training to those employees who volunteer to be trained. Training opportunities shall be offered in accordance with house seniority among those in the affected classification. The Employer shall allow up to two (2) Union representatives to be present to observe the training but to not participate in it. If operation requires a level of skill which may practically be obtained only through academic study and the necessary courses are offered at Las Vegas-area educational institutions, the Employer shall pay the tuition and fees required for employees who volunteer for this training to take the courses but shall not be obligated to pay for the time employees spend in the coursework. If an employee completes the coursework successfully (average grades at least "C"), the Employer shall offer the employee the work of operating the machine(s) associated with the employee's former job functions. Such offers shall be for the next permanent positions performing this work following the employee's completion of the coursework.

20.04. Promotions and Preference for Shifts.

(a) When the Employer promotes an employee to another classification, the Employer will consider the employee's seniority, qualifications to perform satisfactorily the work in other classifications, and prior performance, provided that a Food Server, before being promoted to Captain, must have passed the Captain's examination conducted under the auspices of a committee, at least one (1) member of which who shall be qualified and experienced in the craft, shall be designated by the Employer. Any employee being promoted to the classification of Bartender must pass the craft examination for Bartenders conducted by the Union within twelve (12) months of accepting the position. Where qualifications to perform the work in the other classifications are relatively equal among employees, the senior employee shall be the one promoted. For purposes of this paragraph (a) and Section 20.07, a "promotion" shall be a transfer from one classification to another, regardless of any change in compensation. Permanent vacancies to be filled by promotion under this paragraph shall be posted for seventy-two (72) hours near the employees' time clock or other location to which employees have regular access. The Employer may fill the vacancy temporarily during the posting period. An employee promoted under this Section who cannot perform satisfactorily the work of the job to which promoted shall be transferred back to his/her former job, shift and station within thirty (30) shifts worked after the date of the promotion. All promotional opportunities within the bargaining unit shall be posted. The Employer will give preferential consideration to qualified bargaining unit employees for these openings. The Employer and the Union agree that the goal is to maximize the availability of promotions for qualified employees. The Employer's promotion decisions will not be arbitrary, capricious, or discriminatory. Employees who successfully complete the Southern Nevada Joint Management Culinary & Bartender Training Fund training program or the Employer's in-house training program for a classification covered by this Agreement shall be considered qualified for that classification for purposes of this Section.

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

(c) The Company reserves the right to designate a station or work area as a VIP station in all full service restaurants. At such time, staff will be assigned based on the request of a guest or the Company, in a reasonable manner.

20.05. Break in Continuous Service and Seniority.

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

- (a) The employee quits.
- (b) The employee is discharged for just cause.
- (c) The employee is absent exceeding the period of an authorized leave of absence.
- (d) The employee is absent, due to injury or illness sustained during the course of employment, exceeding the period for which statutory, temporary, total disability payments are payable under the Employer's Insurance Company of Nevada (EICON), provided that the employee shall have one (1) week after his/her release in which to return to work. However, the time required for an appeal through the appeals officer level shall not, in and of itself, constitute a break in the employee's seniority.
- (e) The employee is absent because of layoff exceeding six (6) months if the employee had less than six (6) months of active employment when the layoff began, or absent because of layoff exceeding twelve (12) months if he had six (6) or more months of active employment when the layoff began, or absent because of layoff for eighteen (18) months if the layoff was due to construction, or absent because of layoff for twenty-four (24) months if the layoff was due to technological change as provided in Section 20.03(f).
- (f) The employee is absent exceeding six (6) months because of illness or injury not compensable under the Employer's Insurance Company of Nevada (EICON).

20.06. Notification.

An employee who is to be recalled to work by the Employer under Section 20.03 shall be notified to return to work by the Employer advising the employee by telephone, certified mail return receipt requested, or other available means of communication of the date and time the employee is to report, and by confirming such communication by certified mail return receipt requested to the employee's current address of record on file with the Employer. A copy of the confirmation letter shall be sent to the Union. Reasonable advance notice must be given an employee being recalled. If such employee fails to report to work within forty-eight (48) hours after the time specified for the employee to report, the employee's seniority and continuous service shall be terminated, and the Employer shall be free to hire a replacement in accordance with Article 2 of this Agreement.

20.07. Branded, Fine Dining Venues.

1) Scope

- a) This Article shall apply to (i) Employer-operated, new or redesigned branded and/or fine dining venues (including lounges within dining venues) in which the Employer is the sole employer of bargaining unit employees covered by this Agreement. ("Employer Operated Venues"); and (ii) new, branded and/or fine dining venues that are operated by a third party that directly hires employees ("Outside Operated Venues"). Where applicable, references in this Article to the Employer shall be deemed to reference the Outside Operator.

b) Notwithstanding Section 1(a) above, the following will not be covered by the terms and conditions of this Article:

(i) All Nightclubs.

(ii) All Ultra Lounges — Culinary Union positions only. (Positions generally covered by Bartenders Union, Local 165 will be covered by this Article.)

2) Notice to Union

a) The Employer shall give the union at least three (3) months' advance notice before the opening of a covered venue. If the Employer intends to have a third party operate a venue and pay benefit contributions, the Employer shall include with the notice a memorandum in the form shown in Paragraph 12 of this Section and signed by the operator. If the Union requests, the Employer shall meet with the Union to explain the concept of the venue, its size, location, style of service and expected requirements for employees. If the Employer fails to give this required advance notice to the Union, or does not honor the Union's request to meet to discuss the venue, then the Employer may delay the opening of the venue so as to comply with the notice requirement. Otherwise, the remaining provisions of this section shall not apply to the venue and the venue shall be staffed in strict compliance with all terms and conditions of the collective bargaining agreement.

3) Classifications

a) The Employer shall have the right to combine existing classifications (including but not limited to Bartenders serving food), and to determine qualifications for each. If a new classification is needed in order to meet the service standards of the new venue, the Employer and the Union shall meet to negotiate said position and wage rate.

4) Bidding

a) Positions filled by Bidding.

(i) All bargaining unit positions within Employer Operated and Outside Operated Venues will be posted for bid.

b) Locations and Content.

(i) Bids shall be posted throughout the Employer's premises in all locations where the Employer usually posts notices for bargaining unit employees, including electronic bulletin boards or computer terminals.

(ii) The bid will indicate the title of the position, duties and responsibilities, and a summary of qualifications applicants are required to possess.

(iii) The bid will prominently state that bidders will be required to pass a test.

c) Bidding During Absence.

During the posting period, employees on leave of absence or vacation will be able to request management to enter their names as bidders for positions (which the employee shall specify) posted for bid during their absence, and the Employer will honor the requests, provided, however, that management shall have no obligation to notify any employee of available positions other than as explicitly provided herein.

5) Information/Study Guides

a) In an effort to give potential bidders an in-depth and clear understanding of the special concept for the venue, a Brochure and/or Study Guide about the venue will be developed and distributed to interested employees thirty (30) days in advance. Such materials will include information as to the history of the venue, its style, standards of service, wine knowledge, menu and ingredients, skill requirements, and any other items that are required knowledge to pass the test.

b) The Brochure and/or Study Guide will allow potential bidders/candidates, thirty (30) days in advance, the opportunity to obtain the required skill sets prior to any job vacancies being posted, and before any tests are administered. In the event the Employer cannot meet the thirty (30) day timeline, the Union agrees to meet with the Employer to discuss the timeframe and resolution.

6) Training

a) If special skills are required of any bargaining unit employees (including, but not limited to Bartenders), the Employer will make available a training program thirty (30) days in advance of the skills being added to job duties in existing and/or new job classifications. In the event the Employer cannot meet the thirty (30) day timeline, the Union agrees to meet with the Employer to discuss the timeframe and resolution. The Employer shall provide or cause the third party operator to provide all necessary menus, venue information, job descriptions and specific requirements to the Culinary Academy Las Vegas (CALV) at least 30 days in advance to testing in order to assist in developing the upgrade training. The Employer and/or third party operator shall meet with CALV to discuss the upgrade training for incumbent employees. The Employer and/or third party shall conduct informational meetings at least two weeks prior to upgrade training. The Employer shall give interested incumbent workers time off for the purpose of attending upgrade training. Incumbent Training shall be completed prior to commencement of Testing and or Interviews.

b) Operator Specific Training.

(i) At least two weeks prior to positions being posted for bid in a new venue, the Employer shall provide, or cause the Operator to provide, incumbent bargaining unit employees information specific to the venue that may include job descriptions, menu concepts, wine and spirits offerings, style and standards of service, etc. Incumbent bargaining unit employees will have the opportunity to attend a session in which these materials will be made available in order to provide them with information necessary to interview and bid on positions in the new venue. The

Employer shall give any interested incumbent worker unpaid time off to attend the above informational sessions.

(ii) If special skills are required of any bargaining unit employees (including, but not limited to Bartenders), the Employer will make available a training program well in advance of the skills being added to job duties in existing and/or new job classifications. The training will be offered for pre-opening vacancies only.

(iii) If the Employer intends to require bidders to test for positions as set forth in Paragraph 7 below, upon request by the bidder the Employer will provide study materials to aid in their testing preparation. These materials may include items required to pass the test including required skills, service standards and any other items with the exception of general knowledge that employees in the classification are reasonably expected to have.

c) All on-the-job training provided for employees to improve their skill level in their current position will be paid. All training designed and offered to qualify current employees for opportunities in new, redesigned or branded venues will be unpaid and will be offered to current employees during their off days/times.

7) Testing

a) Tests Permitted

(i) The Employer may conduct tests to determine qualifications. Such tests may include a combination of oral, written and demonstrative skills, as determined by the Employer. For each venue, a specific weight for each type of test administered for that venue will be assigned in advance by the Employer. The Employer shall retain sole authority to determine qualifications. At the conclusion of all tests and interviews for that venue, an overall pass/fail score of seventy-five percent (75%) will be established that combines the weighted score for each type of test and for the interviews. The Employer shall retain sole authority to determine all passing scores.

b) Transparency

(i) At least thirty (30) days in advance of the testing, the Employer will share with the Union all materials that will be used in the testing and the criteria that will be used for judging the aptitude and qualifications of those taking the tests and the methods for compiling, rating and ranking the results of the tests. In the event the Employer cannot meet the thirty (30) day timeline, the Union agrees to meet with the Employer to discuss the timeframe and resolution.

(ii) All assessments, ratings and rankings used to determine the qualifications of applicants shall be in writing.

(iii) Any component that is based on subjective assessment, such as interviews, shall be rated in a standardized form.

(iv) All of the foregoing materials concerning the testing process shall be preserved by the Employer and shared with the Union upon request.

(v) The Union employees shall not share any of the aforementioned information with any other individuals, including but not limited to other employees of the Union and any employee of the Employer or Outside Operator, except on a "need to know basis."

(vi) The Employer shall allow two (2) Union representatives or equivalent to the total number of interviewers or testers (whichever is greater) to be present to observe but not participate during all auditions and interviews of incumbent employees and outside applicants. Copies of all audition or interview documentation shall be made available to the Union representatives at all auditions or interviews. The Employer's failure to comply with preopening timelines shall constitute the Employer's agreement that incumbent training was inadequate.

c) Review of Documents

(i) The Union officials will be entitled to inspect all of the records of the testing and bidding process, including any evaluation or rating forms or interview records, on request and up to three business days prior to announcement of selections.

d) Equal Treatment

(i) External applicants for employment in a venue will receive the same evaluation as existing bargaining unit employees, with the same standards for assessing aptitude and for compiling information, rating, and ranking applicants.

e) Current bargaining unit employees who transfer into a venue continue to be employees of the Employer and in the bargaining unit and may work simultaneously in the venue and elsewhere in the bargaining unit and shall be entitled to overtime pay taking into consideration all their work inside and outside the venue and shall have the same scheduling rights with respect to work outside the venue as they would have disregarding their work in the venue.

8) Selection

a) Notwithstanding anything to the contrary in this Article, the Employer may, both pre-opening and post-opening, fill up to thirty percent (30%) of the tipped bargaining unit positions and thirty percent (30%) of the non-tipped bargaining unit positions, in each new venue with external applicants or existing non-bargaining unit employees. The remaining seventy percent (70%) will be filled through bidding by bargaining unit employees, provided they meet the qualification standards required by each venue, to include testing, evaluation and interviews, and as otherwise provided in Section 9 below. The Employer may if it chooses fill more than seventy percent (70%) of the positions in the group of non-tipped classification through bidding by bargaining unit employees, but that imbalance may not be used to offset an imbalance in the group of tipped classifications in favor of employees from outside the bargaining unit, and vice versa. If there is not a sufficient

supply of qualified candidates, the Employer may fill the remaining portion of the seventy-percent (70%) by any source.

b) Positions will be awarded in order of seniority to bidders who have received a passing score on all tests, regardless of their respective score.

c) Pre-opening vacancies in the seventy percent (70%) of positions may be filled only by qualified bidders/candidates who have successfully passed all testing, interview and evaluation criteria. Positions will be awarded in the following order of preference:

(i) Qualified bargaining unit employees within the same classification (excluding probationary employees) who had worked in the predecessor venue immediately before its closing or substantial curtailment of operations.

(ii) Qualified current bargaining unit employees within the same classification, in any venue within the property.

(iii) Qualified current bargaining unit employees in other classifications, current non-bargaining unit employees, and external candidates.

d) Post-opening vacancies in the seventy percent (70%) percent of positions may be filled only by qualified bidders/candidates who have successfully passed all testing, interview and evaluation criteria, in the following order or preference:

(i) Current bargaining unit employees within the same classification, within the venue.

(ii) Qualified current bargaining unit employees within the same classification, in any venue within the property.

(iii) Qualified bargaining unit employees in other classifications.

e) **Hiring for Replacement Venues** - During the duration of the new collective bargaining agreement, the Employer may, both pre-opening and post-opening, fill up to ten percent (10%) of the tipped bargaining unit positions and ten percent (10%) of the non-tipped bargaining unit positions in a replacement venue with external applicants or existing non-bargaining unit employees. This means that the Employer shall fill the remaining ninety percent (90%) of any openings in a replacement venue covered by this Section (excluding Day and Night Clubs and certain employees in Ultra Lounges as noted above in paragraph 1(b)) with venue incumbent Food & Beverage employees (those employed in the previous venue at the time of its closure), provided they meet the qualification standards required by each venue (including testing and evaluation as provided in this Section). Specifically, when the Employer replaces an existing venue with a new fine dining, or ultra/gaming lounge venue, each employee working in the existing venue at the time of the closure will be provided with an opportunity to train to become qualified to work in the new venue. If there remain open positions in the replacement venue within the ninety percent (90%), then those positions shall be posted for bid for property incumbent employees pursuant to Section 20.04 (a) and (b) of this Agreement and shall be awarded

based on seniority provided the employee meets the qualification standards required by each venue (including testing and evaluation as provided in this Section). Shifts and stations shall be awarded in accordance with Paragraph 10 of this Article 20.07. If there is not a sufficient supply of qualified candidates, the Employer may fill the remaining portion of the ninety percent (90%) by any source.

9) Seniority

Incumbent new hire employees transferred to or hired in a venue not operated by the Employer shall have the seniority and retention rights set forth below.

(a) Definitions:

For the purposes of this Section the following definitions shall apply:

“Seniority Group” shall mean a classification seniority list that covers employees in more than one venue.

“Room Seniority” shall mean a classification seniority list that is limited to employees in one venue.

“Venue Incumbent” shall mean an employee employed in the venue at the time of closure.

“Property Incumbent” shall mean an employee employed by the Employer in the bargaining unit at the Property at the time the employee bids for employment in a new venue.

“New Hire” shall mean a person hired to work in the new venue who is not an incumbent at the time of hire.

“Classification” shall mean the classifications listed in Exhibit 1 of the collective bargaining agreement; if a venue uses other nomenclature, the classification that is most equivalent to a position in Exhibit 1 shall be utilized.

“Employer” or “Property” shall mean the Hotel and Casino where the venue is located, not a particular venue.

“Operator” shall mean a third-party operator of a venue.

“New Venue” shall mean a venue that does not currently exist at the property.

“Replacement Venue” shall mean a venue that replaces a venue that previously existed.

“House Seniority” shall have the same meaning as set forth in Article 20 of the collective bargaining agreement.

“Day 1” shall mean the date on which a venue has its full public opening.

(b) Seniority During the Operation of the Venue:

Incumbent Seniority Group Employees:

- Those who transfer into the new venue in the same classification shall retain and accrue their house and classification seniority as defined in Article 20 of the CBA.
- Those who transfer into the new venue into a seniority group classification by promotional bid (“property incumbents” will participate in a lottery among themselves to determine their classification seniority, within the venue. The participants in this lottery shall all have greater classification seniority than new hires.
- After transferring into the new venue the employee may:
 - Bid on open positions in their classification with the Employer, using their classification seniority; and
 - Bid on promotional bids with the Employer using house seniority. Promotional bids include positions in the same classification but in venues not included in the seniority group and thus not available for bidding using classification seniority.

Incumbent Room Seniority Employees:

- Employees who transfer into the new venue in a room seniority position shall retain and accrue their house seniority as defined in Article 20 of the CBA.
- Day 1 transfers shall participate in a lottery among themselves to determine their classification seniority within the venue. The participants in this lottery shall all have greater classification seniority than new hires.
- Employees who transfer into a venue after Day 1 shall have classification seniority in the venue as of the date of transfer.
- They may bid on promotional bids with the Employer using house seniority.

New Hire Seniority Group Employees:

- Shall accrue house and classification seniority in the venue and with the Operator beginning Day 1. They accrue house and classification seniority solely within the outlet. They do not accrue any seniority with the Employer.
- House and classification seniority for Day 1 New Hire Seniority Group Employees shall be determined by a lottery separate from and subordinate to the lottery for incumbents who transfer into the venue via promotional bid (as described above).

- They may not bid out of the venue either through classification or promotional bids.

New Hire Room Seniority Employees.

- Shall accrue house and classification seniority in the venue and with the Operator beginning Day 1. They accrue house and classification seniority solely within the outlet. They do not accrue any seniority with the Employer.
- House and classification seniority for Day 1 New Hire Room Seniority Employees shall be determined by a lottery separate from and subordinate to the lottery for incumbents who transfer into the venue via promotional bid (as described above).
- They may not bid out of the venue either through classification or promotional bids.

No Incumbent or New Hire Employee can bid from Operator To Operator.

All Employees In The Event Of A Layoff. If there is a layoff while the venue continues to operate, no employee may bump out of the venue. Laid off employees will be entitled to extra work in the venue from which they were laid off and to recall to the venue when a regular position is available, in accordance with Section 20.03 of the CBA.

(c) Seniority When Venue Closes:

- Incumbent Seniority Group Employees may bump within the seniority group in accordance with Section 20.03(d) of the CBA. If they are unable to bump into a regular position, they will be laid off with the same rights to recall and extra work as other employees in the seniority group, in accordance with house seniority.
- Incumbent Room Seniority Employees may not bump other employees. They shall be offered extra work in their classification for which they are qualified after the work has been offered to laid-off employees and steady extra board employees. They may promotionally bid on any available position with the Employer or apply for open positions with another Operator.
- New Hire Seniority Group Employees will be transferred to the bottom of the Employer's steady extra board in the same classification as they held with the Operator, with the order of placement among them determined by house seniority with the operator. Such employees will begin to accrue house seniority with the Employer on the date of transfer/placement to Extra Board. They shall be offered extra work in their classification for which they are qualified after the work has been offered to laid-off employees, steady extra board employees and laid-off incumbent seniority group employees. They then may promotionally bid on any available position with the Employer or apply for open positions with another Operator. All New Hire Seniority Group Employees must pass the Employer's drug test and background check before taking a position outside of the original venue in which they were hired (including a position on a steady extra board).

- New Hire Room Seniority Employees have priority after Incumbent Room Seniority Employees for any vacancies on a steady extra board within a food and beverage classification for which they are qualified. Such vacancies will be offered to them in order of their house seniority. They shall be offered extra work in their classification for which they are qualified after the work has been offered to laid-off employees, steady extra board employees and laid-off incumbent room seniority employees. They then may promotionally bid on any available position with the Employer or apply for open positions with another Operator. All New Hire Room Seniority Employees must pass the Employer's drug test and background check before taking a position outside of the original venue in which they were hired (including a position on a steady extra board).

e) **Seniority When Employer Takes Over Operation of Venue**

- (i) **Venue Incumbent Seniority Group Employees** keep their shift, stations and house and classification seniority with the Employer.
- (ii) **Venue Incumbent Room Seniority Employees** keep their shift, stations and house and classification seniority with the Employer.
- (iii) **New Hire Seniority Group Employees** who are Full-Time stay in their shifts and stations and get a new House and Classification seniority date effective the day of take over with the Employer, and are placed in their current seniority order from the operator but at the bottom of the Full-Time seniority list for the Employer. Part time/steady extra employees in the venue are placed in their current seniority order from the Operator at the bottom of the hotel casinos steady extra board by classification, and get a House and steady extra seniority number as of the date of take over. The Employer honors the original date of hire from the operator for vacation purposes only.
- (iv) **New Hire Room Seniority Employees** keep their shift, stations within the room and get a new House and Classification seniority date effective the day of take over with the Employer. Part-Time/Steady Extra employees in the room remain in the room with their current part-time/steady extra number and get a new House seniority date effective the day of take over with the Employer. The Employer honors the original date of hire from the operator for vacation purposes only.

Notwithstanding the above, the Employer need not rehire any employee with a Final Written Warning at the time the Employer takes over operation of the venue. In addition, the Employer need not rehire any New Hire Employee who does not pass all pre-employment requirements at the time the Employer takes over operation of the venue. The previous sentence does not apply to Venue Incumbent Seniority Employees.

10) Probationary Period

The probationary period shall be the first sixty (60) days following the opening of a new venue to the public. Bargaining unit employees who transferred into the venue and are voluntarily or involuntarily released during their probationary period shall have the right to bump back into their prior positions without loss of seniority. The probationary periods post-opening shall be those specified in Section 20.01 for new hires and in Section 20.04 for incumbent transferees. In the first sixty (60) days following the opening of a new venue to the public, the Employer may assign shifts, stations and days off in its discretion; provided that existing bargaining unit employees who transfer into the venue from full-time positions must be scheduled first for full-time positions in order of seniority, to the extent full-time positions are available. No later than fifty (50) days after the public opening date, all shifts, stations and days off shall be put up for bid. All bids will be awarded by no later than the 61st day following the public opening date. Bidded shifts will be effective by the third posted schedule following the award of bids.

11) Steady Extra Boards

- a) If and to the extent practicable, the Employer will maintain a combined steady extra board for Employer Operated venues. Employees will be scheduled for available work in order of seniority, provided that an employee must have successfully passed all testing, interview and evaluation criteria for a venue in order to be eligible for work at such venue.
- b) The Employer agrees it will meet with Outside Operated venues with the intent of encouraging Outside Operators to participate in the combined steady extra board, but Outside Operators shall have no obligation to participate.

12) Third Party Memorandum

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into as of this day of , 20_ , by and between _____ (hereinafter referred to as "Employer"); _____ (hereinafter referred to as "Operator"); and the Local Joint Executive Board of Las Vegas (composed of Culinary Workers Union Local 226 and Bartenders Union Local 165) (hereinafter referred to as the "Union").

1. This Memorandum of Agreement sets forth the relationship between Employer, Operator and the Union. Employer will own and contract with Operator to operate a facility on the premises of Employer to be operated under the name _____ (hereinafter referred to as "the Venue"). Employer and the Union are parties to a currently effective collective bargaining agreement (hereinafter referred to as the "Agreement"), which contains provisions relating to such operations, in particular section 29.01.

2. The Venue will be covered by the Agreement. Operator will directly employ the employees who will perform the food and beverage preparation and service functions for the Venue (hereinafter referred to as the "employees"). As such, the employees will be on the payroll of Operator and Operator will be responsible for paying the wages of the employees, and providing

all employee benefits. Operator will also employ the managers and supervisors who will directly oversee the work of the employees. Notwithstanding the foregoing, Employer will at all times hold and exercise full control over the terms and conditions of employment of all of the employees, as required by Section 29.01 of the Agreement and subject to the terms of the last sentence of this paragraph, will be responsible to remedy actions or omissions by the Operator which violate the terms of the Agreement. The Union shall notify the Employer within fourteen (14) days of its becoming aware of any such actions or omissions which the Union contends violate the Agreement. If the Union's obligations set forth in this paragraph are satisfied, the Employer hereby waives any and all defenses to the Union's assertion of responsibility to remedy, provided the Employer may defend on the merits a grievance asserting an act or omission violates the Agreement. Although Operator will not be a signatory to the Agreement, Operator will operate the Venue strictly in accordance with the provisions of the Agreement, and agrees to adopt and use the grievance/arbitration procedures in the Agreement to resolve disputes over the application and enforcement of the Agreement. The Union agrees that it will first attempt to resolve any violation of the contract with the Operator, including first seeking to resolve the violation with the Operator through the grievance and arbitration provisions set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this day of _____, 201__ in Clark County, State of Nevada.

EMPLOYER

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

By: _____
Its: _____
Date: _____

By: _____
Its: President
Date: _____

OPERATOR

By: _____
Its: Secretary-Treasurer
Date: _____

By: _____
Its: _____
Date: _____

ARTICLE 21: GRIEVANCES AND ARBITRATION

21.01. Definition.

For purposes of this Agreement, a grievance is a dispute or difference of opinion between the Union and the Employer involving the meaning, interpretation, application to employees covered by this Agreement. Any violation or alleged violation of Section 22.01 or 22.03 shall not be subject to the Grievance and Arbitration Procedure.

21.02. Time Limit for Filing Grievance.

(a) No grievance shall be entertained or processed unless it is received in writing by either party within fifteen (15) workdays after occurrence of the event giving rise to the grievance or after the aggrieved party hereto acquires knowledge of the occurrence of such event, whichever is later, provided that a grievance filed on behalf of an employee who has used the Step One Process without resolution shall be filed within twenty (20) calendar days after the conclusion of the Step

One Process. The written grievance shall set forth the provision(s) of this Agreement alleged to have been violated, and every effort will be made to set forth all of the known facts allegedly constituting the violation. At the time it submits a grievance to the Employer, the Union shall furnish the Employer with copies of any written statements, reports or documents relied on by the Union or the grievant to support the grievance (but not including the employee's written grievance submitted to the Union). Anything herein to the contrary notwithstanding, it is understood and agreed that the Union shall have the right to grieve live warning notices at the time of subsequent discharge or suspension unless the case involves witnesses. At the time the warning notice is issued, the Employer shall indicate on the notices whether witnesses are involved.

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

21.03. Procedure for Adjusting Grievances.

All grievances shall be adjusted exclusively in the following manners:

(a) 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 requires the employee to first talk to their 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 shall, 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 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 1 meeting shall respond within three (3) days of the Step 1 meeting.

The Parties agree to jointly provide required Step One training at eighteen (18) month intervals for new management (including third party operators involved in the administration and application of this Agreement) and shop stewards.

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

(c) **MEDIATION.** Effective six (6) months following ratification of this Agreement, either the Employer or the Union may refer a grievance regarding an employee's individual dispute that has not been not resolved at a board of adjustment to mediation within the same time limit applicable to referring the grievance to arbitration under subsection (d). If the mediation is not successful, either party may thereafter refer the grievance to arbitration within the same time limits

applicable to referring an unresolved grievance to formal arbitration or to the Parties' Alternative Dispute Resolution process as set forth below, within twenty (20) calendar days following the mediator's declaration that the mediation was unsuccessful. General Grievances filed by the Union may be referred to mediation only by mutual agreement of the Parties. Furthermore, the Parties agree and understand that mediation is not intended as a substitute for early resolution of grievance matters through the Step One Process and/or the Board of Adjustment Process. Any costs associated with mediation shall be shared equally by the parties. Any agreement reached in mediation shall be reduced to writing but shall not be precedent setting.

The Employer agrees to the use of the Las Vegas Mediation and Facilitation Center as the mediation mechanism so long as the parties are able to reach agreement regarding any costs to participate.

The Parties agree to implement the mediation process described in this Section on a pilot program basis. The parties will use the mediation process for a period of three (3) years. At the conclusion of the pilot program the parties will meet to discuss any concerns, problems or issues that occurred during the pilot program and determine how to address such concerns, problems or issues. Either party may, following those discussions, decide to discontinue participation in the mediation program by providing written notice to the other party of that decision.

(d) **ARBITRATION.**

(1) **Expedited Arbitration:**

A grievance regarding the discipline or discharge of an employee(s) not resolved by the Board of Adjustment may be referred to expedited arbitration by written notice from the party who filed the grievance within fifteen (15) calendar days of the Board of Adjustment upon mutual agreement of the parties. In a case involving Sexual Harassment discharge, the parties shall use the Formal Arbitration provision contained in this Article. All other (non-discharge) unresolved grievances may be referred to expedited arbitration within the same time period upon mutual agreement of the parties. In expedited arbitrations under this subsection, no court reporter will be used. No briefs may be submitted but the case may be argued orally after evidence is taken. The arbitration proceedings must be continuous to a conclusion. A day of hearing shall begin at 9:00 a.m. and end no earlier than 5:00 p.m. unless the hearing is finished sooner. The arbitrator must render a written decision within seven (7) calendar days of the close of the hearing. Each party will bear its own costs and will share equally the fees and expenses of the arbitration. If, regarding non-discharge grievances, the parties do not mutually agree to expedited arbitration, the matter may be referred by the party filing the grievance to the formal arbitration procedure set forth in (b). Such referral shall be made within fifteen (15) calendar days of the parties' inability to agree to expedited arbitration.

(2) **Formal Arbitration:**

Representatives of the Employer and the Union may agree to select an arbitrator, but if they are unable to do so, the arbitrator shall be chosen from a panel received from the FMCS of arbitrators, who are members of the National Academy of Arbitrators, and who reside in California or Nevada. No arbitrator shall be chosen to serve in two (2) consecutive arbitrations for the same hotel unless

by mutual consent of the parties. The arbitrator shall be notified in writing of his/her selection, and shall have no authority, jurisdiction or power to amend, modify, nullify or add to the provisions of this Agreement. No evidence shall be introduced as to the withdrawal, during negotiations, of a proposal to change the Agreement. The award of the arbitrator shall be final and binding upon the Employer, the Union, and the employee(s) involved. Except in discharge cases, the expenses and fees of the arbitrator shall be shared equally by the Employer and the Union. In discharge cases the expenses and fees of the arbitrator, and of the court reporter, if any, shall be paid by the party losing the arbitration.

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

21.04. Extension of Time Limits.

The time limits and other provisions set forth in this Article 21 may be extended or waived by mutual agreement of the parties.

ARTICLE 22: NO STRIKES - NO LOCKOUTS

22.01. No Strikes.

During the term of this Agreement, neither the Union collectively nor employees individually will engage in any no-work stoppages, picketing, sympathy strikes or any other form of economic action or interference with the Employer's business except as authorized in Sections 22.03 and 22.04.

22.02. No Lockouts.

(a) During the term of this Agreement, the Employer will not lock out any of the employees in the bargaining unit covered by this Agreement, except where the employees have the right to refuse to cross the picket line under Section 22.03.

(b) Except for Employer claims of a breach of Article 22, No Strikes - No Lockouts, if either party alleges that there is a breach of this contract which significantly affects labor peace, the matter will go to expedited arbitration.

22.03. Picket Lines.

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

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

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

(c) Any picket line established as a result of a labor dispute between the Employer party hereto and a union which currently has a collective bargaining agreement with the Employer unless and

until such picketing has been in effect on a continuing basis, twenty-four (24) hours a day, for ninety (90) days.

22.04. Arbitration Awards.

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

ARTICLE 23: MANAGEMENT RIGHTS AND RESPONSIBILITIES

23.01. Rights to Manage.

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

23.02. Rules and Posting.

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

23.03. Time and Motion Studies.

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

ARTICLE 24: COURT APPEARANCE AND JURY DUTY

24.01. Court Appearance.

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

24.02. Jury Duty.

A regular or a relief employee who has completed the probationary period, as defined in Article 20.01, and who is required to serve on a jury, and loses work time because of such service, shall be paid the difference between the jury fee received and his/her straight-time rate of pay for not more than eight (8) hours per day. This Section shall apply only with respect to an employee's regularly scheduled days of work and shall not be applicable with respect to days on which the employee was not scheduled to work. Payment for such service hereunder shall be limited to not more than thirty (30) days in any calendar year, or to not more than thirty (30) days in any thirty-six (36) month period if the jury duty service is voluntary. At the request of the Employer, the employee shall furnish satisfactory evidence of such service for which he/she claims payment hereunder. No employee, after having served on jury duty or having been required to stand by for same at the courthouse shall be required to report for work prior to eight (8) hours after completion of his/her jury service, unless the employee's jury service ended in time for the employee to report for a regularly scheduled swing shift beginning not later than 4:00 p.m., and ending no later than 12:00 midnight. This Section shall not apply with respect to any jury summons received by an employee prior to his/her date of hire.

ARTICLE 25: HEALTH AND WELFARE

25.01. Amount of Contributions.

There presently is in effect, pursuant to the agreement of the parties, a group life, medical, surgical and hospital plan involving a trust fund and trust agreement for the UNITE/HERE HEALTH FUND (the "Fund"). The parties hereto agree that the aforesaid trust agreement and any amendments shall be in effect during the period of this Agreement. The obligation of the Employer shall be to make, as of June 1, 2007, for all hours worked on and after that date, contributions to the Fund solely as set forth in this Article 25 and in Section 27.03 of this Agreement.

The Employer agrees to contribute for each employee covered by this Agreement the sum of four dollars and seventy-four cents (\$4.74) per hour worked and/or paid for, to the Fund for the purpose of providing group life, medical, surgical, hospital and/or other health and welfare benefits under the UNITE HERE HEALTH PLAN, or such new, amended, merged or consolidated plan as may be adopted by the Trustees. The hourly contribution rate to the Fund may be increased each year during the term of this Agreement commencing with hours worked or paid on or after June 1, 2019, in accordance with the provisions of Section 27.03 of Article 27 of this Agreement, which Section provides that the Union shall be entitled to make an allocation between wages and benefits from a total specified annual increase in the compensation packaged. As used in this Section, the term

“hours worked and/or paid for” shall mean all hours for which an Employee is compensated, including and without limitation, vacation and holiday hours.

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

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

25.02. Delinquent Contributions.

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

25.03. Acceptance of Trust.

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

ARTICLE 26: PENSIONS

26.01. Trust and Plan.

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

26.02. Contributions.

Commencing June 1, 2018, said contributions shall be one dollar and twenty and a half cents (\$1.205) per hour worked. Said contributions shall be due and payable to the fund not later than the fifteenth (15th) day of each month. A list of the names and Social Security numbers of the employees covered shall accompany the payment. As used in this Section, “hours worked” shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. This rate of contribution may be increased on or after June 1, 2019 in accordance with the provisions of Section 27.03 of this Agreement.

26.03. Acceptance of Trust.

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

26.04. Delinquent Contributions.

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

26.05. 401(k) Plan.

Upon notification to the Employer by means of an appropriate authorization form executed by an employee, the Employer shall deduct from the wages of an employee an amount designated by the employee for contribution to a tax-deferred 401(k) Plan, and shall send such deducted amounts to the Plan. The Union is responsible for establishment of the Plan. The Employer shall in no way bear any costs associated with the Plan, except for deduction and sending of amounts as requested by the employee. The Employer shall make no contribution to the Plan.

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 forms submitted to the Employer for the 401(k) Plan.

ARTICLE 27: WAGES

27.01. Established Wages.

Except as provided otherwise in Sections 5.06(a), 27.02 and 27.04, classifications and wage rates for the term of this Agreement shall be as set forth in Exhibit 1 attached to and made a part of this Agreement.

27.02. Minimum Wages.

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

27.03. Annual Increase.

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

| Date | Total Package Increase |
|--------------|------------------------|
| June 1, 2018 | \$0.90 per hour |
| June 1, 2019 | \$0.90 per hour |
| June 1, 2020 | \$0.90 per hour |
| June 1, 2021 | \$0.92 per hour |
| June 1, 2022 | \$0.95 per hour |

- (b) (i) Beginning with the Contract Year commencing on June 1, 2018 the increase in the Base Wage Rate for any Contract Year shall be multiplied by the total number of Hours Worked by employees in all tipped and non-tipped classifications during the Determination Period. The product shall then be allocated as follows: Eighty percent to an across-the-board increase for non-tipped classifications (product x .80 ± Total Non-tipped Hours worked by employees in all non-tipped classifications during the Determination Period = non-tipped employee wage increase); twenty percent to an across-the-board increase for tipped classifications (product x .20 ± Total Tipped Hours worked by employees in all tipped classifications during the Determination Period = tipped employee wage increase). Any increases in wages shall be added to the rates shown in Exhibit 1 for the affected classifications.
- (ii) Forty-five (45) days prior to the beginning of any Contract Year, either the Union or the Employer may propose a change to the percentage allocation for such Contract Year. Such change of the percentage allocation must be approved by both parties to this Agreement and shall only be applicable to the Contract Year for which it was adopted. Any changes to the percentage allocation in subsequent years must be separately proposed and approved in accordance with this procedure.
- (iii) The parties have mutually agreed that classifications appearing on the Gaming Industry Tip Compliance Agreement (GITCA) with the Internal Revenue Service (IRS) and Banquet Servers shall receive wage increases designated for tipped classifications for the life of the agreement.

(c) Definitions.

“Contract Year” shall be from June 1 to May 31.

“Base Wage Rate” shall mean the reference wage rate for each Contract Year. The initial Base Wage Rate beginning with the Contract Year commencing June 1, 2018 shall be \$17.29 per hour. The Base Wage Rate for each subsequent Contract Year and shall be determined by adding the Base Wage Rate allocation as made above to the Base Wage Rate for the preceding Contract Year.

“Hours Worked” shall have the same meaning as in Section 25.01.

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

"Total Tipped Hours" is calculated by dividing the total number of Hours Worked by the total number of bargaining unit employees as of the end of the Determination Period and then multiplying by the number of employees in tipped classifications as of the end of the Determination Period.

"Total Non-tipped Hours" is calculated by dividing the total number of Hours Worked by the total number of bargaining unit employees as of the end of the Determination Period and then multiplying by the number of employees in non-tipped classifications as of the end of the Determination Period.

27.04. New Hire Progression.

(1) Employees hired prior to the date of ratification of this Agreement, who have not yet reached the 100% Hourly Rate set forth in the 2013 Collective Bargaining Agreement (Exhibit 1— Wage Scales) as of the effective date of this Agreement will continue the wage progression established in the 2013 Collective Bargaining Agreement.

(2) Employees Hired After Date of Ratification:

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

Thereafter they shall be paid a rate equal to one hundred percent (100%) of the full contract rate of pay for the employee's classification.

The Employer shall advise the employee of his/her obligation to furnish the Employer, within ninety (90) calendar days, with verification of the two thousand (2,000) hours of prior Casino Industry experience in a hotel/casino with an unrestricted gaming license in a jurisdiction where Employer holds an unrestricted gaming license in a Culinary/Bartender classification on a form to be mutually agreed upon by the parties. An employee who produces such verification after ninety (90) calendar days shall be increased to one hundred percent (100%) at that time, but not retroactively.

- a. Employees hired after the date of ratification of this Agreement who have not worked in a hotel/casino with an unrestricted gaming license in a jurisdiction where Employer holds an unrestricted gaming license in a Culinary/Bartender classification a minimum of 2,000 hours in the thirty-six (36) month period preceding the commencement of their employment may be paid as follows:
 1. New Hire Wage Rate. Employees shall receive the New Hire (80%) wage rate listed in Exhibit 1 of this Agreement according to their respective job classification for the first twelve (12) calendar months of service.

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

ARTICLE 28: OWNERS AND SUCCESSORS

28.01. Ownership.

This Agreement shall cover all employees employed in classifications listed in Exhibit 1 in operations within the jurisdiction of the Union, in Greater Las Vegas, Nevada, which after the effective date of and during the term of this Agreement, are owned by, operated by, or substantially under the control of the Employer. The term "Employer" shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of the Employer covered by this Agreement one or more principals(s) of the Employer covered by this Agreement or a subsidiary of the Employer covered by this Agreement, or any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls the Employer covered by this Agreement. The term "operations" shall be deemed to include (1) any hotel-casino, hotel, condo-hotel or condominiums, laundry or a facility that combines two or more of these elements, in each case if the facility has more than sixty (60) rooms, 2) full service bars and restaurants which are owned and operated by the Employer or a joint venture in which the Employer has authority at least equal to any other joint venture, including any full service bars and restaurants located outside but within one mile of the Employer's hotel or casino facilities; and 3) and any casino. It does not apply to any other type of enterprise.

28.02. Successorship.

(a) In the event that the Employer sells, transfers, or assigns its interest in the operation covered by this Agreement or substantially all of the assets used in such operation, or in the event there is a change in the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing, and the Employer further agrees that as a condition to any such sale, transfer or assignment, the Employer will obtain from its successor or successors in interest a written assumption of this Agreement including a promise that the successor or successors shall hire the employees employed in each of the units represented by the Union (subject to changes in the level of staffing) and furnish a copy thereof to the Union. The Employer further agrees that as a condition of any such sale, transfer or assignment, it will transfer to the successor(s) all of its completed Forms 1-9 for bargaining unit employees employed as of the date of transfer, obtain from its successor(s) a written agreement that the successor(s) will maintain these Forms 1-9 in lieu of completing new Forms 1-9 for bargaining unit employees and furnish a copy of this agreement to the Union not less than 30 calendar days prior to the closing of the transaction. If the Employer performs these promises, it shall be relieved of its obligations hereunder. If ownership of the operation is transferred in an involuntary transaction, the Employer shall deliver to the Union

copies of the entire contents of the personnel files (excluding attorney-client privileged documents, investigatory materials and medical records) of all bargaining unit employees except those files which are delivered to the transferee because it has employed or has made a legally-binding commitment to employ the employees to whom the files pertain. The Union shall share equally with the Employer the reasonable copying charges.

(b) This subsection applies when separate, unaffiliated entities own and operate the hotel-casino subject to this Agreement. It is recognized that the Owner of the hotel-casino and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement. It is also recognized that the Owner needs the flexibility to select from time to time the operating entity best suited to realization of the Owner's business objectives, and that this can be accomplished without injury to the interests of the employees in the bargaining unit. Therefore, Owner shall ensure that while Owner owns the business, the terms of any future operating agreement or management contract covering the hotel-casino shall specifically require a written assumption of this Agreement including a promise that the successor or successors shall retain the employees employed in each of the units represented by the Union (subject to changes in the level of staffing) and Owner shall furnish a copy thereof to the Union. Further, should Owner or a direct or indirect subsidiary of Owner sell or otherwise transfer a controlling ownership interest in all or any part of the business of the hotel-casino (in one or a series of related stock or asset transactions), or in the event there is a change in the form of ownership of the hotel-casino or assets to which Owner is a party, Owner shall as a condition to such transaction obtain from the other party(ies) to the transaction who will take thereby any interest in the business or the assets used in the business a written assumption of this Agreement and furnish a copy of the assumption to the Union. Owner further agrees that, to the extent it has such documents, as a condition of any such sale, transfer, or assignment, it will transfer to the successor(s) completed Forms I-9 for all bargaining unit employees, obtain from its successor(s) a written agreement that the successor(s) will maintain these Forms I-9 in lieu of completing new Forms I-9 for bargaining unit employees ("I-9 Agreement") and furnish a copy of the I-9 Agreement (but not copies of the I-9s themselves) to the Union not less than 30 calendar days prior to the closing of the transaction. The foregoing obligation shall not apply where no such forms are required by domestic law or where applicable law mandates the successor, without regard to any voluntary election by the successor, to require bargaining unit employees to complete new I-9 forms, and shall not prohibit the successor(s) from taking reasonable actions and/or requiring employees to take reasonable actions to correct material omissions and errors in I-9 forms received from a predecessor. Nothing in this provision shall be construed to require the Employer or any successor to employ individuals who are not authorized to work in the United States, or to prohibit the Employer or any successor from conducting an E-Verify review of I-9 forms received from a predecessor if such E-Verify review is mandated pursuant to the Employer's or successor's status as a Federal Government contractor or by other provision of law.

(c) The Employer shall not divide or diminish the scope of the bargaining unit by contracting for the use of any space within the hotel-casino and within the control of the Employer for operations of any sort customarily performed by bargaining unit employees, including but not limited to food and beverage outlets; any such contracting may be done by the Employer only in accordance with the terms of this Agreement, including those concerning subcontracting, and this provision does not alter or reduce to any extent the Employer's rights under such provisions. Nothing in this subsection shall preclude an owner or any other party in interest from contracting for the use of

space that is not controlled or managed by the Employer as an existing part of the hotel operation, or preclude the continued leasing of any space currently leased in the hotel-casino. The Owner shall not require the Employer to relinquish any part of the hotel-casino premises managed by the Employer except for use in operations that would not be covered by this Agreement if they were conducted by the Employer.

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

(e) The provisions of this Agreement prohibiting strikes shall be suspended upon the initiation of any proceeding to authorize the sale of the hotel in an action filed under Chapters 7 or 11 of the United States Bankruptcy Code or under Canada's Bankruptcy and Insolvency Act with respect to the hotel-casino or with respect to a business segment that includes the hotel-casino, or by delivery to the Employer of a notice of sale in foreclosure or other similar notice that the hotel-casino will be taken in a transaction that is not voluntary by the Employer, except where prohibited by domestic law, and shall remain suspended unless and until the condition that caused the suspension has been resolved completely or the Union delivers a written waiver of the suspension. The Employer shall deliver written notice to the Union of a filing or notice covered by this subsection within five days after the Employer files or receives the petition or notice, and shall include a copy of the petition or notice.

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

(g) The obligations of this section shall expire one (1) year following the expiration of this Agreement. During this one (1) year period, the obligations of this section shall be enforced through the procedures for arbitration provided elsewhere in this Agreement and the Union shall retain the power to seek injunctive relief through judicial action as provided in this section.

28.03. Obligations on Successor Employers.

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

ARTICLE 29: SUBCONTRACTING AND SUBLEASING

29.01.

It is recognized that the Employer and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement and employed on a regular basis. Therefore, no work customarily performed by employees covered by this Agreement shall be performed under any sublease, subcontract, or other agreement unless the terms of any lease, contract or other agreement specifically state that (a) all such work shall be performed only by members of the bargaining unit covered by this Agreement, and (b) the Employer shall at all times

hold and exercise full control of the terms and conditions of employment of all such employees pursuant to the terms of this Agreement. The provisions of this Article apply to all operations on the Employer's premises covered by this Agreement, regardless of location or displacement of employees or prior use of the area occupied by such operations. The Employer and the Union may enter into a memorandum of understanding ("MOU") concerning the operation of any food and beverage venue by a third party but the provisions of this Agreement shall apply to such venue until such MOU is signed, provided however, that Article 25 shall always apply to the venue from the first hour worked by any employee in a bargaining unit position. Prior to any such work being performed, the Employer, the Union and the third party operator shall enter into an agreement solely requiring timely compliance by the third party operator with Article 25. Any sublease, subcontract, or other agreement for the performance of cleaning or janitorial services shall first require the approval of the Union. Notwithstanding the foregoing provisions hereof, the Employer may purchase from outside sources for use in its establishment convenience foods, prepared frozen foods, pre-mixed salads and peeled vegetables. The Employer may also purchase French pastry products for use in food outlets or banquets if this will not cause any reduction in the number of hours worked by bargaining unit employees in the bakery. The Employer may operate, subcontract, lease or sublease for the operation of one restaurant, nightclub or ultra-lounge ("New Venue") on the premises (which may be inside or outside) without complying with this Section 29.01 or Section 20.07 so long as the venue does not (i) provide room service, or additionally with respect only to a restaurant (ii) exceed seating for 250, (iii) result in the displacement of any existing bargaining unit employees, or (iv) have a front entrance on the main casino floor. The Employer will open the operation on or before October 1, 2022 (the "Opening Date"), except that if circumstances dictate that the Employer is not able to open by the Opening Date, the Employer shall, no later than July 1, 2022, so advise the Union and enter into discussion with the Union regarding a subsequent opening date, which will be on or before October 1, 2023. Other than the New Venue described above and Fresco Italiano, all other food and beverage venues shall be covered by all terms and conditions of this Agreement.

ARTICLE 30: INTRODUCTION OF NEW EQUIPMENT AFFECTING BARGAINING UNIT JOBS

30.01.

Whenever the Employer proposes to introduce new equipment which may affect the terms and conditions of work or the wages of employees in classifications covered by this Agreement, the Employer shall advise the Union in writing sufficiently in advance of the proposed date of introduction of such equipment to enable the Union, if it so desires, to discuss with the Employer the possible effects of the introduction of such equipment upon employees. Upon request by the Union, the Employer will meet with it for the purpose of discussing the possible effects of the introduction of such equipment on such employees. The Employer will not introduce any such new equipment until it has afforded the Union a reasonable opportunity to discuss with the employer all aspects of the possible effects upon such employees of the introduction of such equipment, including the possibility of alternative bargaining unit employment for the affected employees. Any unresolved disputes concerning the effects upon such employees of the introduction of such new equipment shall be subject to the grievance and arbitration provisions of Article 21.

ARTICLE 31: LABOR-MANAGEMENT COOPERATION

31.01.

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

31.02.

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

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

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

ARTICLE 32: TRAINING PROGRAM

32.01.

The Employer agrees to contribute to a Training Fund which will be established in accordance with applicable laws, and will include provisions to provide a trust fund and trust agreement. The Plan shall also provide for joint trustees. The contribution shall be three and one half cents (3.50) per hour worked.

32.02. Training Fund.

The parties agree to participate in the Southern Nevada Joint Management Culinary & Bartenders Training Fund. The NAV-LVH shall contribute seven and a half cents (\$0.075) per hour for each hour worked effective June 1, 2018. One-half cent (0.50) is hereby earmarked for the sole use of a program for recruitment, promotion and mentoring of a diverse workforce. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. This rate of contribution may be increased on or after June 1, 2019 in accordance with the provisions of section 27.03 of this Agreement.

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

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

ARTICLE 33: HOUSING FUND

33.01. Housing Fund.

The parties agree to jointly establish and participate in a fund for the purpose of providing financial assistance to bargaining unit employees to find housing in the Las Vegas area. The fund shall at all times meet the criteria of 302(c)(7) of the Labor-Management Relations Act, 1947 and contributions thereto shall be tax-deductible by the Employer. The Employer shall contribute two cents (\$0.02) per hour for each hour worked effective June 1, 2018, payable retroactively once the fund is established. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. This rate of contribution may be increased on or after June 1, 2019 in accordance with the provisions of Section 27.03 of this Agreement.

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

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

ARTICLE 34: TIP-EARNERS' LEGAL ASSISTANCE FUND

34.01. Tip-Earners' Legal Assistance Fund.

The parties agree to jointly establish and participate in a fund for the purpose of providing the assistance of legal counsel to bargaining unit employees in tipped classifications for who are subjected to audits of their tip income by the Service. The fund shall at all times meet the criteria of 302(c)(8) of the Labor-Management Relations Act, 1947 and contributions thereto shall be tax-deductible by the Employer. The Employer shall contribute 1/2 cent (\$0.005) per hour for each hour worked effective June 1, 2018, payable retroactively once the fund is established. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. This rate of contribution may be increased on or after June 1, 2019 in accordance with the provisions of section 27.03 of this Agreement.

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

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

ARTICLE 35: REDEVELOPMENT

35.01. Redevelopment Obligations.

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

35.02. Retention Bonus.

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

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

(c) Retention Bonus.

| Years of Continuous Service/Employment at the Casino by the Employer and by a Predecessor Employer | Retention Bonus Gross Amount |
|---|-------------------------------------|
| 30 or more | \$15,000.00 |
| 20 to 29 | \$12,500.00 |
| 15 to 19 | \$ 10,000.00 |
| 10 to 14 | \$ 7,500.00 |
| 5 to 9 | \$ 4,000.00 |
| 1 to 4 | \$ 2,500.00 |
| Less than 1 year | \$ 1,250.00 |

35.03. Priority for Employment.

(a) The Employer agrees to offer jobs at any hotel or hotel-casino, hotel, condo-hotel or condominiums, or a facility that combines two or more of these elements, that it owns, develops or operates on the site of the business covered by this Agreement on a priority basis to bargaining unit employees who qualified for a retention bonus and meet the requirements set forth below

("Priority Hiring List") at the time they were laid off before it offers such jobs to any other applicant.

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

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

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

- a. Cooks and Miscellaneous Kitchen Help
- b. Dining Room Classifications
- c. Casino Employees
- d. Bell Desk Service
- e. Housekeeping Classifications
- f. Bar and Banquet Employees

(e) An employee shall not be entitled to Priority Hiring at a covered facility if he or she:

- a. Voluntarily removes his or her name from the list at any time prior to opening of covered facility.
- b. Voluntarily quits or abandons his or her job at any time before the closing of the business covered by this Agreement.
- c. Cannot be located through the efforts of the employer and the Union after sharing with each other all available information about the employee's whereabouts.
- d. Is terminated for cause before the closing of the business covered by this Agreement.
- e. Is not qualified for any position available.
- f. Fails to report to the job interview at the facility scheduled in writing sent to the employee's last known address. The interview shall be scheduled with at least three (3) weeks' notice.
- g. Rejects two (2) job offers made by the facility.
- h. Is scheduled to be incarcerated when the facility opens to the public.
- i. Is receiving or is eligible to receive retirement or disability benefits from the Social Security Administration.

- j. Is receiving or has applied for disability retirement from the Southern Nevada Culinary & Bartenders Pension Fund.
- k. Has been convicted of a felony.
- l. Fails to report for work when contacted by the facility.

35.04. Additional Facilities Coverage,

The Employer and the Union agree that the Memorandum of Agreement Concerning Additional Properties that is part of this Agreement shall apply to any hotel-casino, hotel, condo-hotel or condominiums, or a facility that combines two or more of these elements, that the Employer owns, develops or operates on the site of the business covered by this Agreement.

35.05. Survival of Article.

This Article shall be and remain in full force and effect until June 1, 2023 and shall survive the expiration or termination of this Agreement and at all times, any disputes over the interpretation or application of this Article shall be resolved as provided in 21.03 of the Agreement, regardless whether the Agreement is in effect or has expired by its terms.

ARTICLE 36: LEGAL SERVICES PLAN

36.01. Legal Services Plan.

The parties agree to jointly establish and participate in a fund for the purpose of providing the assistance of legal counsel to bargaining unit employees, their families and dependents, in family law, landlord-tenant, immigration, debt collection and relief, and similar matters. The fund shall at all times meet the criteria of 302(c)(8) of the Labor-Management Relations Act, 1947 and contributions thereto shall be tax-deductible by the Employer. The Employer shall contribute \$0.0_ per hour for each hour worked effective June 1, 2018 to the Legal Services Fund. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. This rate of contribution may be increased on or after June 1, 2019 in accordance with the provisions of Section 27.03 of this Agreement.

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

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

ARTICLE 37: TERMINATION

37.01.

This Agreement shall be in full force and effect from June 1, 2018, to and include May 31, 2023, and from year to year thereafter unless sixty (60) days written notice to change, modify or terminate is given by either party prior to May 31, 2023, or in any subsequent year thereafter.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 29 day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

BY: [Signature]

ITS: CEO & President

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: Deborah Aquello Klein

ITS: President

BY: Ken [Signature]

ITS: Sec Tpy

EXHIBIT 1—WAGE SCALE

| CLASSIFICATION | Tipped | 6/1/2017 | | | 6/1/2018 | | |
|--|--------|----------|--------|--------|----------|--------|--------|
| | | 100% | 90% | 80% | 100% | 90% | 80% |
| COOKS AND MISCELLANEOUS KITCHEN HELP | | | | | | | |
| Banquet Cook | | 22.034 | 19.831 | 17.627 | 22.651 | 20.386 | 18.121 |
| Master Cook | | 21.753 | 19.577 | 17.402 | 22.370 | 20.133 | 17.896 |
| Saucier/Broiler * | | 21.753 | 19.577 | 17.402 | 22.370 | 20.133 | 17.896 |
| Fry Cook | | 21.309 | 19.178 | 17.047 | 21.926 | 19.733 | 17.541 |
| Teppan Cook | | 21.490 | 19.341 | 17.192 | 22.107 | 19.896 | 17.685 |
| Wok Cook | | 21.490 | 19.341 | 17.192 | 22.107 | 19.896 | 17.685 |
| Relief Cook (to be paid scale of classification relieved) | | | | | | | |
| Dishup | | 20.509 | 18.458 | 16.407 | 21.126 | 19.013 | 16.901 |
| Cook's Helper | | 20.065 | 18.059 | 16.052 | 20.682 | 18.614 | 16.546 |
| Garde-Manger | | 21.397 | 19.257 | 17.117 | 22.014 | 19.812 | 17.611 |
| Head Pantry Person | | 21.215 | 19.094 | 16.972 | 21.832 | 19.649 | 17.466 |
| Pantry Person | | 20.865 | 18.779 | 16.692 | 21.482 | 19.334 | 17.186 |
| Grill Person (Pool Only) | | 20.509 | 18.458 | 16.407 | 21.126 | 19.013 | 16.901 |
| Baker | | 21.615 | 19.454 | 17.292 | 22.232 | 20.009 | 17.786 |
| Head Butcher | | Open | Open | Open | Open | Open | Open |
| Head Butcher | | 22.034 | 19.831 | 17.627 | 22.651 | 20.386 | 18.121 |
| Butcher | | 21.397 | 19.257 | 17.117 | 22.014 | 19.812 | 17.611 |
| Dessert/Pantry Helper | | 20.065 | 18.059 | 16.052 | 20.682 | 18.614 | 16.546 |
| Kitchen Runner | | 18.665 | 16.799 | 14.932 | 19.282 | 17.354 | 15.426 |
| Kitchen Worker | | | | | | | |
| (Porters, Dishwashers, Cleaner, Silver Cleaner) | | 18.609 | 16.748 | 14.887 | 19.226 | 17.303 | 15.381 |
| (Dishwashers - 4 hours or less, banquets, private parties) | | 19.434 | 17.491 | 15.547 | 20.051 | 18.046 | 16.041 |
| Pot Washer | | 18.734 | 16.861 | 14.987 | 19.351 | 17.416 | 15.481 |
| Stove Cleaner | | 18.909 | 17.018 | 15.127 | 19.526 | 17.573 | 15.621 |
| Kitchen Steward | | 20.434 | 18.391 | 16.347 | 21.051 | 18.946 | 16.841 |
| DINING ROOM CLASSIFICATIONS | | | | | | | |
| Specialty Gourmet Captain | T | 15.034 | 13.531 | 12.027 | 15.341 | 13.807 | 12.273 |
| Room Service Captain | T | 15.034 | 13.531 | 12.027 | 15.341 | 13.807 | 12.273 |
| Host Person | | 20.159 | 18.143 | 16.127 | 20.776 | 18.698 | 16.621 |
| (4 hours/day) | | 21.159 | 19.043 | 16.927 | 21.776 | 19.598 | 17.421 |
| Head Host Person | | Open | Open | Open | Open | Open | Open |

| CLASSIFICATION | Tipped | 6/1/2017 | | | 6/1/2018 | | |
|-----------------------------------|--------|----------|--------|--------|----------|--------|--------|
| | | 100% | 90% | 80% | 100% | 90% | 80% |
| Specialty/Gourmet Room Server | T | 13.953 | 12.558 | 11.162 | 14.260 | 12.834 | 11.408 |
| (6 hours/day) | T | 14.136 | 12.723 | 11.309 | 14.443 | 12.999 | 11.555 |
| (4 hours/day) | T | 14.566 | 13.109 | 11.652 | 14.873 | 13.385 | 11.898 |
| Room Service Server | T | 13.953 | 12.558 | 11.162 | 14.260 | 12.834 | 11.408 |
| (6 hours/day) | T | 14.136 | 12.723 | 11.309 | 14.443 | 12.999 | 11.555 |
| (4 hours/day) | T | 14.566 | 13.109 | 11.652 | 14.873 | 13.385 | 11.898 |
| Other Room Food Server | T | 13.953 | 12.558 | 11.162 | 14.260 | 12.834 | 11.408 |
| (6 hours/day) | T | 14.136 | 12.723 | 11.309 | 14.443 | 12.999 | 11.555 |
| (4 hours/day) | T | 14.566 | 13.109 | 11.652 | 14.873 | 13.385 | 11.898 |
| Cocktail Server** | T | 13.953 | 12.558 | 11.162 | 14.260 | 12.834 | 11.408 |
| (6 hours/day) | T | 14.136 | 12.723 | 11.309 | 14.443 | 12.999 | 11.555 |
| (4 hours/day) | T | 14.566 | 13.109 | 11.652 | 14.873 | 13.385 | 11.898 |
| Specialty Cocktail Server** | T | 13.953 | 12.558 | 11.162 | 14.260 | 12.834 | 11.408 |
| (6 hours/day) | T | 14.136 | 12.723 | 11.309 | 14.443 | 12.999 | 11.555 |
| (4 hours/day) | T | 14.566 | 13.109 | 11.652 | 14.873 | 13.385 | 11.898 |
| Usher | | 17.909 | 16.118 | 14.327 | 18.526 | 16.673 | 14.821 |
| (6 hours/day) | | 19.244 | 17.320 | 15.395 | 19.861 | 17.875 | 15.889 |
| Sommelier | T | 15.178 | 13.660 | 12.142 | 15.485 | 13.937 | 12.388 |
| Cashier | | 20.509 | 18.458 | 16.407 | 21.126 | 19.013 | 16.901 |
| (4 hours/day) | | 21.559 | 19.403 | 17.247 | 22.176 | 19.958 | 17.741 |
| Combination Cashier | | 20.634 | 18.571 | 16.507 | 21.251 | 19.126 | 17.001 |
| (4 hours or less) | | 21.684 | 19.516 | 17.347 | 22.301 | 20.071 | 17.841 |
| Specialty/Gourmet Room Bus Person | T | 14.166 | 12.749 | 11.332 | 14.473 | 13.025 | 11.578 |
| (6 hours/day) | T | 14.270 | 12.843 | 11.416 | 14.577 | 13.119 | 11.661 |
| (4 hours/day) | T | 14.791 | 13.311 | 11.832 | 15.098 | 13.588 | 12.078 |
| Room Service Bus Person | T | 14.166 | 12.749 | 11.332 | 14.473 | 13.025 | 11.578 |
| (6 hours/day) | T | 14.270 | 12.843 | 11.416 | 14.577 | 13.119 | 11.661 |
| (4 hours/day) | T | 14.791 | 13.311 | 11.832 | 15.098 | 13.588 | 12.078 |
| Other Room Service Bus Person | T | 14.166 | 12.749 | 11.332 | 14.473 | 13.025 | 11.578 |
| (6 hours/day) | T | 14.270 | 12.843 | 11.416 | 14.577 | 13.119 | 11.661 |
| (4 hours/day) | T | 14.791 | 13.311 | 11.832 | 15.098 | 13.588 | 12.078 |
| Showroom Bus Person | T | 14.166 | 12.749 | 11.332 | 14.473 | 13.025 | 11.578 |
| (6 hours/day) | T | 14.270 | 12.843 | 11.416 | 14.577 | 13.119 | 11.661 |
| Head Bus Person | T | 14.372 | 12.935 | 11.497 | 14.679 | 13.211 | 11.743 |
| Cafeteria Bus Person | T | 14.928 | 13.435 | 11.942 | 15.235 | 13.712 | 12.188 |

| CLASSIFICATION | Tipped | 6/1/2017 | | | 6/1/2018 | | |
|---|--------|----------|--------|--------|----------|--------|--------|
| | | 100% | 90% | 80% | 100% | 90% | 80% |
| Runner | | 17.209 | 15.488 | 13.767 | 17.826 | 16.043 | 14.261 |
| Fountain Worker (Dishup, Salad-Sandwich Maker, wait on public) | | 17.728 | 15.955 | 14.182 | 18.345 | 16.510 | 14.676 |
| Parlor Worker | | 18.959 | 17.063 | 15.167 | 19.576 | 17.618 | 15.661 |
| Snack Bar Runner | | 18.134 | 16.321 | 14.507 | 18.751 | 16.876 | 15.001 |
| CASINO EMPLOYEES | | | | | | | |
| Booth Cashier | | 20.397 | 18.357 | 16.317 | 21.014 | 18.912 | 16.811 |
| Box Office Clerk | | 20.344 | 18.310 | 16.275 | 20.961 | 18.865 | 16.769 |
| Box Office Telephone Clerk | | 18.174 | 16.357 | 14.539 | 18.791 | 16.912 | 15.033 |
| BELL DESK SERVICE | | | | | | | |
| Bell Captain | | Open | Open | Open | Open | Open | Open |
| Bell Captain | T | 16.928 | 15.235 | 13.542 | 17.235 | 15.512 | 13.788 |
| Bellhop | T | 13.909 | 12.518 | 11.127 | 14.216 | 12.795 | 11.373 |
| Valet Runner | T | 14.378 | 12.940 | 11.502 | 14.685 | 13.217 | 11.748 |
| Bell Starter | | 18.634 | 16.771 | 14.907 | 19.251 | 17.326 | 15.401 |
| Door Person | T | 14.553 | 13.098 | 11.642 | 14.860 | 13.374 | 11.888 |
| Baggage Handler | T | 16.028 | 14.425 | 12.822 | 16.335 | 14.702 | 13.068 |
| (6 hours/day) | T | 16.028 | 14.425 | 12.822 | 16.335 | 14.702 | 13.068 |
| HOUSEKEEPING CLASSIFICATIONS | | | | | | | |
| Inspector/Inspectress | | 20.028 | 18.025 | 16.022 | 20.645 | 18.580 | 16.516 |
| Seamer | | 19.903 | 17.912 | 15.922 | 20.520 | 18.468 | 16.416 |
| Linen Room Attendant | | 19.903 | 17.912 | 15.922 | 20.520 | 18.468 | 16.416 |
| Status Board Operator | | 20.009 | 18.008 | 16.007 | 20.626 | 18.563 | 16.501 |
| Utility/Shampoo Porter | | 19.284 | 17.356 | 15.427 | 19.901 | 17.911 | 15.921 |
| Porter/House Person | | 18.765 | 16.889 | 15.012 | 19.382 | 17.444 | 15.506 |
| Head Porter/Head House Person | | 18.915 | 17.024 | 15.132 | 19.532 | 17.579 | 15.626 |
| Shampoo Porter | | 19.009 | 17.108 | 15.207 | 19.626 | 17.663 | 15.701 |
| Convention Porter | | 19.009 | 17.108 | 15.207 | 19.626 | 17.663 | 15.701 |
| Pool Porter | | 18.765 | 16.889 | 15.012 | 19.382 | 17.444 | 15.506 |
| Rest Room Attendant | | 17.765 | 15.989 | 14.212 | 18.382 | 16.544 | 14.706 |
| Guest Room Attendant | | 18.497 | 16.647 | 14.797 | 19.244 | 17.319 | 15.395 |
| Turndown Attendant (4 hours or less) | | 19.497 | 17.547 | 15.597 | 20.114 | 18.102 | 16.091 |

| CLASSIFICATION | Tipped | 6/1/2017 | | | 6/1/2018 | | |
|---|--------|----------|--------|--------|----------|--------|--------|
| | | 100% | 90% | 80% | 100% | 90% | 80% |
| Laundry Seamer | | 18.504 | 16.654 | 14.803 | 19.121 | 17.209 | 15.297 |
| Laundry Wash Person | | 18.504 | 16.654 | 14.803 | 19.121 | 17.209 | 15.297 |
| Laundry Linen Control | | 18.504 | 16.654 | 14.803 | 19.121 | 17.209 | 15.297 |
| BAR CLASSIFICATIONS | | | | | | | |
| Head Bartender | | Open | Open | Open | Open | Open | Open |
| Apprentice Bartender | T | 15.828 | 14.245 | 12.662 | 16.135 | 14.522 | 12.908 |
| Apprentice Service Bartender | T | 15.984 | 14.386 | 12.787 | 16.291 | 14.662 | 13.033 |
| Bartender | | | | | | | |
| (Service) | T | 18.828 | 16.945 | 15.062 | 19.135 | 17.222 | 15.308 |
| (Service - 6 hours/day Showroom Only) | T | 19.261 | 17.335 | 15.409 | 19.568 | 17.612 | 15.655 |
| (Regular) | T | 18.328 | 16.495 | 14.662 | 18.635 | 16.772 | 14.908 |
| (Combination - one who serves the public and in addition serves 2 or more Food Servers, Cocktail Servers or Bellhops) | T | 18.641 | 16.776 | 14.912 | 18.948 | 17.053 | 15.158 |
| BANQUET EMPLOYEES | | | | | | | |
| Banquet Bartender | T | 18.253 | 16.428 | 14.602 | 18.560 | 16.704 | 14.848 |
| Banquet Server | T | 14.743 | 13.269 | 11.794 | 15.050 | 13.545 | 12.040 |
| Bus Persons (working weekend brunches) | T | 15.003 | 13.503 | 12.002 | 15.310 | 13.779 | 12.248 |
| Banquet Captains | | Open | Open | Open | Open | Open | Open |

* Combination classification agreed to in 2017 Broiler Cook/Saucier. They are combined into the higher paid classification, which is Saucier.

**Include the classification "Specialty Cocktail Server" with the same rate as Cocktail Server. Specialty Cocktail Server may only be assigned to Sportsbook Pub or Lobby Bar.

EXHIBIT 2 - CHECK-OFF AGREEMENT

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

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

PAYROLL DEDUCTION AUTHORIZATION

Date _____

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

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

Signed _____

Social Security No. _____

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

PAYROLL DEDUCTION AUTHORIZATION

Date _____

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

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

3. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Check-Off Agreement.
4. The original or a facsimile of a properly executed Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues which is incomplete or in error will be returned to the Union by the Employer.
5. Check-off deductions under all properly executed Authorization for Check-Off of Dues forms which have been delivered to the Employer on or before the fifteenth (15th) day of any particular month thereafter shall begin with the following calendar month.
6. Deductions shall be made in accordance with the provisions of this Check-Off of Union Membership Dues section, from the pay received on the first payday of each month regardless of the payroll period ending date represented on that payroll check. These provisions for dues deductions shall not apply to banquet workers.
7. The Employer agrees to make deductions as otherwise provided in this Check-Off of Union Membership Dues section in the case of employees who have returned to work after authorized leave of absence.
8. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Union.
9. The Employer shall remit each month to the designated financial officer of the Union, the amount of deductions made for that particular month, together with a list of employees and their Social

Security numbers, for whom such deductions have been made. The information shall be in an Excel spreadsheet or in a formatted text format like .csv format, in any one of the following media:

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

The remittance shall be forwarded to the above-designated financial officer not later than the fifteenth (15th) of the month, for the deduction from the first paycheck received by the employee prior to the fifteenth (15th) of the month 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 checkoff deductions beginning with the month immediately following that in which such death, quit, discharge, layoff, or transfer occurred.

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

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

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

EXHIBIT 3 - RE: SECTION 6.01(B)

In applying Section 6.01(b) to employees represented by the Bartenders Union, the Employer agrees that before it implements said subparagraph as to Bartenders or Apprentice Bartenders, it will call the appropriate telephone number provided by the Bartenders Union and afford a Bartenders Union representative an opportunity to be present. If there is no answer or no representative arrives, the Employer may proceed to have the examination conducted.

EXHIBIT 4 - RE: SECTION 20.04

Bartenders Union, Local 165, shall indemnify the Employer for all claims and any liability that may arise out of or by reason of any good faith action taken by the Employer in reliance upon the requirement in Section 20.04 that an individual must have passed a craft examination for bartenders by Local 165 before being promoted to the classification of Bartender.

EXHIBIT 5 - [INTENTIONALLY OMITTED]

EXHIBIT 6 - RE: HEALTH AND WELFARE AND PENSION COVERAGE OPTION

Any employee employed as of the effective date of this Agreement whose classification was removed from Section 1.02(a) of the previous Labor Agreement shall have a one-time option to elect coverage under the Employer's health and welfare pension plans. The option is to be made either at the time the contract is executed or when promotion to any of the affected classifications is accepted by the employee, whichever occurs later.

EXHIBIT 7 - POLITICAL ACTION COMMITTEE

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

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

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

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

Employees will have the opportunity to make contributions under this Exhibit no later than April 1, 1995. 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 8 — RE: IMMIGRATION

(a) **General Principles.** The Union and the Employer have a mutual interest in avoiding the termination of trained employees. Accordingly, to the extent not addressed by this Agreement, the Union and the Employer will negotiate over issues related to compliance with the Immigration Reform and Control Act and any other current or future legislation, government rules or policies related to immigrants.

(b) **Leaves of Absence.**

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

(ii) The Employer will provide an employee with a least sixty (60) days' notice that the documents provided by the employee demonstrating work authorization are scheduled to expire and that the employee will need to re-verify their 1-9 documentation and provide valid evidence of continued work authorization. The Employer may provide notice to the employee at the time clock and/or by direct communication from the employee's manager. As part of the Employer's notification process, whenever possible the Employer agrees to share with the Union the names of employees whose work authorizations are going to expire.

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

(iv) A post-introductory employee who is not authorized to work in the United States and whose employment has been terminated for this reason shall be immediately reinstated to his or her former classification without loss of prior seniority provided the employee produces proper work authorization within twelve (12) months of the date of termination, and to his or her former shift and station if the employee produces proper work authorization within ninety (90) days of the date of termination. If the employee produces proper work authorization within twelve (12) months from date of termination, the employee would return, without loss of prior seniority, to his or her former

classification displacing the least senior employee in that job classification. Employees do not accrue vacation or other benefits based upon particular Plan policies during such absences.

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

(c) **Reverification.** The Employer shall not require or demand proof of citizenship or immigration status, except as required by 8 USC § 1324a or as otherwise required to do so in order to comply with the law. No employee employed continuously since November 6, 1986 or whose circumstances constitute "continuing employment" as defined in 8 CFR § 274a.2(b)(1)(viii) shall be required to provide such proof.

(d) **Social Security No Match Letters.** Subject to applicable law, in the event that the Employer receives notice from the Social Security Administration ("SSA") indicating that one or more of the bargaining unit employee names and Social Security Number ("SSN") that the Employer reported on the Wage and Tax Statement Forms ("Forms W-2") for the previous year do not agree with SSA's records, or any other notice of a discrepancy with an employee's social security number, the Employer shall:

- (i) provide a copy of the notice to the employee and the Union upon receipt;
- (ii) not take any adverse action against any employee listed on the notice solely because of the receipt of a no-match letter or other notice of discrepancy; or
- (iii) not require that an employee listed on the notice present a Social Security card for review, complete a new I-9 form, or provide new or additional proof of work authorization unless the Employer has another basis for requesting verification or re-verification of the employee's work authorization.

(e) **Workplace Immigration Enforcement.** The Employer shall:

- (i) Notify the Union by facsimile or electronic mail within twenty-four (24) hours of receipt of a search and/or arrest warrant, an administrative warrant or subpoena from the Department of Homeland Security (DHS), unless it is legally prohibited from doing so.
- (ii) Require DHS to present a search and/or arrest warrant, administrative warrant, subpoena or other legal process prior to conducting official business in the workplace, unless the Employer is otherwise required by law to admit such persons and/or emergency circumstances exist.
- (iii) Permit DHS to inspect I-9 forms, or documents other than the I-9 forms, only if and when compelled to do so by a valid written notice, arrest, search and/or administrative warrant, subpoena or other legal process, or as otherwise required by law.

- (iv) If DHS notifies the Employer that certain employees do not appear to be authorized for employment, the Employer will provide the affected employees with the maximum amount of time permitted by law to present documents to establish employment authorization.
- (f) **No Discrimination**
- (i) The Employer shall not discipline, discharge, or discriminate against any employee because of national origin or immigration status, or because the employee is subject to immigration or deportation proceedings, except as required to comply with the law. An employee subject to immigration or deportation proceedings shall not be discharged solely because of pending immigration or deportation proceedings, so long as the employee is authorized to work in the United States. If the Employer is notified that an employee has been detained or incarcerated as a result of pending immigration or deportation proceedings, the Employer will place the employee on unpaid leave of absence for a period of twelve (12) months. If the employee is released and provides appropriate work authorization documentation within the twelve (12) month period, the employee will be returned to work without loss of seniority to his/her former job classification, displacing the least senior employee in that job classification. Employees on leave of absence under this Section (f)(i) shall not accrue vacation or other benefits during the leave of absence.
- (ii) The Employer shall not take any adverse action against an employee because of changes to the employee's name or social security number, provided that the employee can provide acceptable proof of correct identity and is authorized to work in the United States.
- (g) The Employer shall grant a leave of absence of up to five years to any post-introductory employee who has lost work authorization status solely as a result of change in DACA, DAPA, or TPS Status. If the employee obtains appropriate work authorization within the five-year period, the employee must provide documentation of the work authorization and return to work within six months after obtaining it or forfeit the leave provided in this subsection. The reinstated employee will displace the least senior employee in the employee's former job classification. An employee will not accrue vacation or the other benefits based upon particular Plan policies during such absence.
- (h) The Union and the Employer agree that this Exhibit 9 shall not be interpreted to cause or require the Employer to violate 8 USC § 1324a or any other applicable law.
- (i) **Change of Status/Immigration.** On the day an employee becomes a U.S. citizen, the Employer will compensate the employee with a one (1) time paid personal holiday in recognition of his or her citizenship.

EXHIBIT 9 — RE: ATTENDANCE POLICY

Attendance: Being the best means being on time to provide fast and flawless service every shift. If you are excessively absent or late, you create inconvenience for our guests. In addition, it places an unfair burden on co-workers who may have to perform additional work or may be called in on their day off.

The schedule in each department is designed to provide the best guest service. The Attendance policy is designed to be fair and consistent in recording punctuality and attendance.

The Attendance policy is based on an eleven (11) point system. Points are accumulated when an employee is late, leaves early, is absent from work. A total of eleven (11) points in any rolling 12-month period results in Separation of Employment.

It is your responsibility to notify your supervisor at least four (4) two (2) hours prior to the start of your shift if you are going to be late or absent. If you do not follow your department call-in procedures, it will result in progressive discipline. Being on time means being at your workstation, fully prepared to begin work at your scheduled start time.

Absences will be recorded as follows:

| Violation | Points |
|---|------------------------------|
| One Day Absent | 1 point |
| Consecutive Absences: 1 point for the first day of absence ½ point for day following initial day of absence (Total points for 4 consecutive days absent = 1 ½) (Please refer to Leave of Absence guidelines; for example if absence is due to overnight hospitalization, or employee missing more than 3 consecutive days of work and requiring follow-up treatment, or continuing treatment for chronic condition, pre-natal care, birth of child or caring for a family member with a serious health condition may be eligible for a LOA: points are not recorded for an approved Leave of Absence) | 1 point first day ½ point |
| Patterned Absence (3) incidents creating a pattern within 3 months; may include but is not limited to calling off on same days of the week, days before or after days off, days before or after payday, days before or after holiday, etc.) | 2 points |
| Late for work (including returning late from break) | ½ point |
| Leaving work early after completing 2 or more hours of shift (unless due to business demands or approved in advance) | ½ point |
| Leaving work before completing 2 hours of shift (unless due to business demands or approved in advance) | 1 point |
| No Call/No Show (If the employee does not call in or report for their scheduled shift before 50% of their shift elapses) | 6 points |
| Denied Day Off (formal request for a day off was denied but employee calls out as an absence; includes denied Shift Request to switch schedules) | 3 points |
| Mandatory Meetings — absence/lateness/no call/no show | Points apply as above |
| Training Classes — absence/lateness/no call/no show | Points apply as above |
| Peak Business Days (defined below) | 2 Points |
| Additional Points-Improper Call-Out | |
| Failure to call at least two hours before start of shift | ½ additional point |
| Calling in 4 hours after shift starts | 1 additional point |

Peak Business Days

- Until February 1, 2008, each property shall follow its existing policy on peak days (if any). Effective February 1, 2008, departments will have the ability to identify five (5) days per year as a "peak business day." Employees who are absent on any of these designated days, will be issued two (2) attendance points. The department will post each such designated peak day a minimum of ninety (90) days in advance. Designation of peak day(s) may be changed by the department at any time provided that there is at least ninety (90) days advance notice of the newly designated peak day.

Points are not recorded for:

- Jury Duty
- Bereavement Leave
- Approved Family Medical Leave (please see Family Medical Leave Guidelines) —However, employees on Intermittent leave must follow proper call in procedures for each shift not worked due to intermittent leave, unless otherwise provided by law.
- Approved Medical Leave (please see Medical Leave Guidelines)
- Approved Personal Leave (please see Personal Leave Guidelines)
- Approved Military Leave
- Documented on-the-job-injury
- Pre-approved Paid Time Off or Vacation
- Workers comp leave

An employee can reduce his/her point total on the 12-month anniversary of an incident; that is, the point(s) for that incident drop off and are no longer counted.

After one-hundred eighty (180) days of perfect attendance, all existing attendance points and counseling notices issued under the attendance policy will become inactive and no longer used for progressive counseling purposes, excluding patterned absences. Employees on any type of leave will not have the period of leave counted towards fulfillment of the one hundred eighty (180) day requirement.

Employees who have accrued Vacation may use such time for shifts on which they are absent for their entire shift. If Vacation is requested, it must be for all hours of the absent shift. Points will still be assigned as noted above for all unscheduled absences/attendance incidents.

Employees are responsible for keeping track of their point totals. The property will attempt to provide written notification during the orientation period; and, after completion of the orientation period, at five (5) points, at seven (7) points, at ten (10) points and eleven (11) points (Separation of Employment), as follows:

| | |
|-----------|-----------------------|
| 5 points | Verbal (Coaching) |
| 7 points | Written |
| 10 points | Final Written Warning |
| 11 points | Separation |

Each step of progressive counseling need not be issued prior to termination provided that points have been properly assessed. For example, an employee with 7 points who is a no-call/no-show would be separated because of the accrual of 13 points, despite not having received a prior Final Written warning.

The Company reserves the right to review each situation on a case-by-case basis. The Union shall not raise the issue of disparate treatment where the Company chooses to be more lenient in a particular case.

This Attendance Policy is effective November 1, 2007 and will remain in full force and effect throughout the term of the current collective bargaining agreement.

The parties agree that all existing grievances and requests for arbitration will be withdrawn upon acceptance of the proposed language changes.

SIDE LETTER #1

Notwithstanding the language of Section 29.01 of the labor contract, please be advised that the Union will, at any time during the life of that Agreement, consider any proposal by the Employer to establish a restaurant outlet that does not comply with the requirements of Section 29.01.

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

1. The nature of the specific proposal.
2. The reason that the proposal does not contemplate compliance with Section 29.01.
3. The hotel's own analysis of the impact on the hotel's overall ability to attract new customers to the hotel.
4. The effect on existing jobs and operations.
5. The posture of the new operator toward unionization and Union activities.
6. The relationship between the new operation and Article 22 of the labor contract.
7. The hotel parent company's posture toward unionization at its other facilities in Nevada and elsewhere.
8. What the status is of existing nonunion operations at the hotel, if any.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

BY: [Signature]

ITS: CEO & President

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: Georgetta Aquello Klue

ITS: President

BY: [Signature]

ITS: Sen Thomas

SIDE LETTER #2

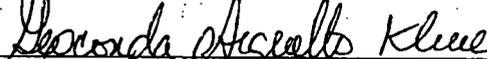
Add to Exhibit 1 six (6) hour shifts for the classifications of specialty room head person, head host person, host person, cashier or checker, and all cooks and miscellaneous kitchen help classifications, with the following footnoted limitation. Limited to specialty rooms open for lunch six (6) hours or less.

IN WITNESS WHEREOF, the parties hereto b their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

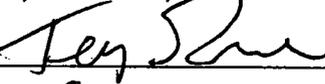
LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: 

BY: 

ITS: CEO + President

ITS: President

BY: 

ITS: Sec. Treas

SIDE LETTER # 3- RE: SAFETY

(a) **Commitment to Safety.** The Employer affirms that the safety of its employees is of paramount concern and that it will take reasonable measures to provide a safe workplace for all employees. The Employer shall take reasonable steps to address reports of inappropriate guest conduct toward an employee including threats, inappropriate advances and harassment and will respond promptly and adequately should such conduct occur. The Union and the employees understand the importance of employee participation in maintaining a safe workplace and agree that employees shall follow all reasonable safety rules and policies, including notifying management or security personnel of any observed or reported unsafe incident, condition, or situation. This shall include employee compliance with the Employer's "See Something Say Something" policies and procedures.

(b) **Use of Personal Safety Devices.** It is the ultimate goal of the Employer and the Union to equip the Housekeepers, Turndown Attendants, In-Room Dining Servers and any other employee who is required to enter an occupied guest room with safety devices which connect automatically to a central source such as security, supervisory offices, etc. Such safety devices shall be designed to allow an employee to provide notice that he/she is in distress and to summon assistance to the guest room. The parties recognize that currently not all of the Employers' premises are sufficiently Wi-Fi capable to adequately support Wi-Fi connectivity. As a result the Employer is actively researching and reviewing connectivity options such as RFID, Wi-Fi and other options. The decision as to the specific device provided to employee shall be made by the Employer in its discretion. However, the Employer will consider devices suggested by the Union. The Employer will make all reasonable efforts to have the selected system operational within twelve (12) months of the effective date of this Agreement and have such system distributed by that time or as soon thereafter as practicable. If the Employer encounters unexpected problems that will impact its implementation schedule, it will notify the Union and will meet, at the Union's request, to discuss the problems and possible mitigation of potential delays in implementation.

(c) **Right to Request Accompaniment to Occupied Guest Room.** An employee who has a reasonable, good faith belief that entering an occupied guest room alone poses a risk to his/her safety from unwanted guest conduct, may promptly notify management of the perceived safety risk and if asked to enter the guest room at issue, shall be accompanied into the guest room by a supervisor, manager, security officer or other person determined appropriate by Employer. The Employer may, in lieu of providing an escort as set forth herein, reassign the Employee to clean another guest room to replace the missed credit or the Employer may advise the employee not to perform service on the room in question.

(d) **Employee Complaints.** The Employer shall promptly and adequately respond to employee complaints of threats, inappropriate advances or harassment by a guest. Employees making such complaints in good faith shall not be disciplined or retaliated against for doing so.

(e) **Training and Policies Regarding Guest Conduct.** The Employer shall provide employees required to enter occupied guest rooms with training regarding: 1) the use of personal safety devices; and 2) general precautions and actions that should be taken to promote safety while in and adjacent to occupied guest rooms.

IN WITNESS WHEREOF, the parties hereto b their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

BY: [Signature]

ITS: CEO & President

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: Blairanda Aquello Kline

ITS: President

BY: Ten Shana

ITS: Sec Treas

SIDE LETTER # 4 — BARTENDER TRAINING PROGRAM

The Employer agrees that all Bartenders hired by the Employer shall have completed the Bartenders Local 165 Joint Apprenticeship Training Program, and passed the craft exam related to that program, so long as in the Employer's sole judgment this results in a sufficient supply of best qualified applicants. Any Bartender hired or promoted that has not passed the craft exam will do so within 365 days or the date of hire or promotion. Any one failing to do so will not be eligible to be employed by the NAV-LVH as a Bartender.

IN WITNESS WHEREOF, the parties hereto b their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

BY: [Signature]

ITS: CEO & President

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: Seconda Aquello Klein

ITS: President

BY: Ten Sun

ITS: Sec. Treas.

SIDE LETTER # 5 — INSPECTRESSES

The Employer shall give all employees classified as Inspectresses as of March 1, 2014, the following options:

- (1) A position in management as a Floor Manager. All the terms and conditions of employment in this position will be set by the Employer, provided that the Employer shall recognize the employee's length of service in the bargaining unit for vacation and similar purposes (except retirement plans), and provided further that if the employee has accrued benefits in the Southern Nevada Culinary and Bartenders Pension Plan which have not yet vested, the Employer shall continue to make contributions on behalf of the employee to the Pension Plan for an assumed 40 hours per week until the employee has vested in accrued benefits.
- (2) Reclassification as a Guest Room Attendant. An employee who accepts this option shall retain her house seniority and her classification seniority as an Inspectress shall become her classification seniority as a Guest Room Attendant. An employee who accepts this option may not bump another Guest Room Attendant from an existing schedule. The employee will have first preference for all extra work that becomes available until the employee obtains a regular schedule through bidding pursuant to Section 20.04(b). The employee must bid on all set schedules or lose the preference for extra work.
- (3) The employee may receive the amount set forth in Section 35.02(c) applicable to the employee's years of continuous service/employment, provided that this amount shall not be made available to the employee until after the employee has exhausted any and all unemployment benefits. This option shall be made available in order of house seniority among those who choose it, to a maximum of six employees.

The Employer shall make these options available to each Inspectress 30 days following ratification of the 2013-2018 Collective Bargaining Agreement. The option shall be presented in a form mutually agreed by Employer and the Union. The form must be signed and dated by the employee. The employee shall have 30 days after the form is presented to her to decide which option to choose. In the event the employee does not choose an option, the default shall be Option 2. If the option chosen is 1 or 2, or the employee is defaulted to Option 2, the Employer shall implement the option no later than 15 days from the date the employee returns the option form, or if later, 15 days from the deadline to return the form. If an employee chooses option 3 but doesn't get it because of the numerical limitation, then the employee shall be notified that she needs to choose options 1 or 2 and the Employer shall give her an additional 15 days to do so, using the same form (minus option 3) and default specified above.

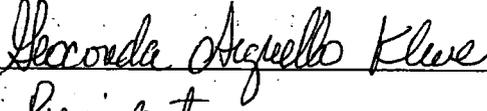
IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

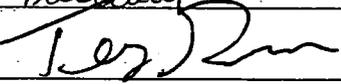
BY:  _____

ITS: CEO + President

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY:  _____

ITS: President

BY:  _____

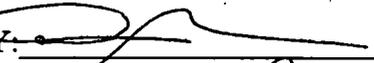
ITS: See These

SIDE LETTER #6 RE: OUTSIDE FOOD DELIVERIES

The Employer will continue to follow the current process for food deliveries from outside vendors. Specifically, the prohibition on food deliveries inside the property by outside vendors shall remain in place. When an outside food vendor arrives to deliver food, the delivery person will stay with the vehicle and contact the guest who will then come to the front drive to pick up the order.

IN WITNESS WHEREOF, the parties hereto b their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

BY: 

ITS: CEO + President

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: Gerarda Aquello Klein

ITS: President

BY: TLS

ITS: Sec-Treas

SIDE LETTER #7 RE: CRIMINAL BACKGROUND IN HIRING

Beginning January 1, 2019, the Employer shall use the following criteria in hiring employees for positions in the bargaining unit represented by the Union:

The Employer may inquire into an applicant's criminal background only after the employer has determined to offer employment to the applicant subject to a background check and if required a drug test.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

BY: [Signature]

ITS: CEO & President

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: Geocisda Aguillo Klein

ITS: President

BY: Tes De

ITS: Sec. Tre

SIDE LETTER #8 RE: CROSS UTILIZATION

The Union and the Employer (the "Parties") agree there is potential merit in permitting bargaining unit employees to work in classifications for which they are qualified at more than one venue within the Employer's property ("cross utilization"). To that end the Parties have agreed to establish a Committee to study the possibility of implementing cross utilization in one or more forms. The Committee will be comprised of an equal number representatives (no more than six (6) per party) appointed by the Parties. Members of the Committee must have decision-making authority within their organization and the authority to call on others inside and outside of their respective organizations for information, data and other support. The Committee will be assisted by Westgate management office with respect to organizations, logistics, planning, deadlines, etc.

The Committee will begin work within ninety (90) days after ratification of the 2018 collective bargaining agreement ("2018 CBA") and will report to a joint meeting (or conference call) of the respective leaderships of the Parties every ninety (90) days thereafter. It is the intention of the Parties that the Committee completes its work by making a presentation of its report and recommendations to the respective leaders of the Parties within twelve (12) months from the commencement of its work. The Parties will then have no more than ninety (90) days after the presentation to digest and evaluate the Committee's report and recommendations. During such ninety (90) day period the Parties may agree to meet on one or more occasions to discuss the report and recommendations. Once the ninety (90) day review period is complete, the Parties agree to meet promptly on one or more occasions to decide whether, by mutual agreement only, they want to amend the 2018 CBAs to implement the recommendations of the Committee or agreed upon variations thereof.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

BY: [Signature]

ITS: CEO & President

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: [Signature]

ITS: President

BY: [Signature]

ITS: See Tr. 1

SIDE LETTER #9 RE: ELECTIVE TERMINATION PROVISION

The Union and the Employer (the "Parties") agree there is potential merit in developing a provision whereby the Employer may offer either a lesser work week, severance bonus or something similar to certain bargaining unit employees who request same.

To that end the Parties have agreed to establish a Committee to study the possibility of developing and implementing such a provision.

The Committee will be comprised of an equal number of representatives (no more than six (6) per party) appointed by the Parties. Members of the Committee must have decision-making authority within their organization and the authority to call on others inside and outside of their respective organizations for information, data and other support. The Committee will be assisted by Westgate management office with respect to organizations, logistics, planning, deadlines, etc.

The Committee will begin work within ninety (90) days after ratification of the 2018 collective bargaining agreement ("2018 CBA") and will report to a joint meeting (or conference call) of the respective leaderships of the Parties every ninety (90) days thereafter. It is the intention of the Parties that the Committee completes its work by making a presentation of its report and recommendations to the respective leaders of the Parties within twelve (12) months from the commencement of its work. The Parties will then have no more than ninety (90) days after the presentation to digest and evaluate the Committee's report and recommendations. During such ninety (90) day period the Parties may agree to meet on one or more occasions to discuss the report and recommendations. Once the ninety (90) day review period is complete, the Parties agree to meet promptly on one or more occasions to decide whether, by mutual agreement only, they want to amend the 2018 CBAs to implement the recommendations of the Committee or agreed upon variations thereof.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

BY: [Signature]

ITS: CEO & President

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: [Signature]

ITS: President

BY: [Signature]

ITS: Secretary

SIDE LETTER #10 RE: COCKTAIL SERVERS

The Employer intends to reconfigure the casino floor which will include changing some Cocktail stations. In that regard the parties agree as follows:

1. The Parties will meet promptly after ratification about the reconfiguration of the casino floor. The Parties agree that they will work diligently to come to a resolution about the reconfiguration (including the makeup of cocktail server stations) within ninety (90) days from date of ratification. If the issues are not resolved within ninety (90) days, both parties agree they will discuss an extension on the timeline.
2. The Parties agree that the Union (including bargaining unit committee members) and the Employer will review the map of the proposed stations and walk the floor to review the proposed stations.
3. Once the new stations are agreed upon, any station that remains sixty percent (60%) the same as before the reconfiguration shall remain a station and the Cocktail Server assigned to that station shall keep it. Any station that changes by more than sixty percent (60%) shall go up for bid.
4. Any grievances related to cocktail stations shall be held in abeyance until the reconfiguration process is completed. Once completed the grievances will be reviewed.
5. All bids related to the reconfiguration will be sent to the Union.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

BY: [Signature]

ITS: CEO & President

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: [Signature]

ITS: President

BY: [Signature]

ITS: Secretary

SIDE LETTER #11 RE: SPECIALTY RESTAURANTS

Effective the date of ratification of this Agreement, Employee shall accumulate and retain seniority for purposes of the seniority rights provided for in Section 20.04 as follows:

With the exception of Bartenders and Apprentice Bartenders, employees in the following rooms shall accumulate and retain seniority only within their rooms for the following Specialty Rooms (i.e. individual room seniority):

1. Benihana Village Restaurants (Benihana, Silk Road, Sushi Bar, Bar Sake, Oyster Bar)
2. Edge Steakhouse

Benihana Village Restaurants shall include the new classifications of Sushi Cook and Robata Cook. The new classifications shall be paid the same rate as their current rate of pay. Employees currently in these positions shall have their current classification seniority transferred to their classification seniority as Sushi Cook and Robata Cook.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

BY: _____

ITS: CEO & President

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: Gerarda DiGiacomo Kline

ITS: President

BY: Tor J

ITS: Sec Treas

SIDE LETTER #12 RE: ELIMINATION OF CASHIERS

The parties agree that in outlets where there are currently cashiers, the Employer may eliminate the cashier position and assign the duties of cashier to servers, dispatchers, bartenders and hosts.

If the Employer eliminates one or more Cashier for any reason in any outlet and even if the elimination is not because of technology, the eliminated cashier(s) shall receive the benefits in Section 20.03 (Technology).

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

BY: [Signature]
ITS: CEO & President

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: [Signature]
ITS: President
BY: [Signature]
ITS: Sec Treas

SIDE LETTER #13 RE BUFFET

The Employer may combine the classifications of Host Person and Cashier in the Buffet only into a combined classification of Host/Cashier. Existing Host Persons and Cashiers in the Buffet shall have their House and Classification dovetailed. The Host/Cashier position shall be paid the Host Person wage rate.

IN WITNESS WHEREOF, the parties hereto b their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

BY: [Signature]

ITS: CEO & President

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: Georgetta Aguello Kline

ITS: President

BY: [Signature]

ITS: Sec Treas

MEMORANDUM OF AGREEMENT RE UNDEVELOPED LAND

This AGREEMENT is made and entered into as of the ____ day of July 2018; by and between NAV-LVH, LLC dba Westgate Las Vegas Resort & Casino (hereinafter referred to as the "Employer") and Local Joint Executive Board of Las Vegas made up of Culinary Workers Union Local No. 226 and Bartenders Union Local 165 (hereinafter referred to as the "Union").

1. The Employer and the Union are parties to a current collective bargaining agreement ("CBA") covering employees represented by the Union at Westgate Las Vegas Resort & Casino ("Westgate"). Section 28.01 of the CBA provides for extension of the CBA to operations which are owned, operated or substantially under the control of the CBA.
2. The Employer (as defined by Section 28.01) owns undeveloped land surrounding the Westgate Las Vegas Hotel & Casino ("Undeveloped Land").
3. Notwithstanding the language in Section 28.01 of the CBA, the Union agrees that if the Employer (as defined by Section 28.01) sells or leases the Undeveloped Land to a third party, anything built or developed on the Undeveloped Land shall be excluded from coverage under the CBA.
4. The Employer and Union agree that should the Employer (as defined by Section 28.01) or an affiliate of the Employer or the Employer in a joint venture develop the land, any element in the development that uses employees performing duties associated with the classifications listed in Exhibit 1 of the CBA shall be covered by the CBA whether (a) the element is operated by the Employer or an affiliate of the Employer or as a joint venture with Employer, or (b) the element is subcontracted to a third party, but included in a larger element operated by the Employer, or an affiliate of the Employer or joint venture with Employer (for instance, a restaurant or bar within a hotel or convention center).
5. Any dispute between the Employer and the Union involving the meaning, interpretation or application of this Memorandum of Agreement shall be resolved exclusively by means of arbitration pursuant to Section 21.03 of the current CBA, regardless of whether the CBA is in effect when such dispute arises.
6. This Agreement expires May 31, 2023 such that if Employer has not sold or leased the undeveloped land on or before May 31, 2023, the Agreement is no longer in effect as of that date.

IN WITNESS WHEREOF, the parties hereto b their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: [Signature]

BY: Seconda Angello Klue

ITS: CEO & President

ITS: President

BY: Tes R

ITS: Sec Treas

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into by and between the NAV-LVH, LLC (hereinafter, called the "Employer"), and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, for and on behalf of the CULINARY WORKERS UNION, LOCAL NO. 226, and BARTENDERS UNION, LOCAL NO, 165 (hereinafter, called the "Union"), and is hereby attached to and made a part of the Collective Bargaining Agreement(s) between those parties.

The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employer's employees of their rights under Section 7 of the National Labor Relations Act and to avoid picketing and/or other economic action directed at the Employer in the event the Union decides to conduct an organizing campaign at any operation (at which the Union does not have representation rights) covered by Section 28.01 of the above-referenced agreements between the parties among employees employed in classifications listed in Exhibit 1 of such agreements.

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

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

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

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

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

The Union may request recognition as the exclusive collective bargaining agent for the employees in the traditional bargaining unit represented by the Union in the hotel-casino industry in Las Vegas. A disinterested, neutral party mutually satisfactory to the Employer and the Union will be selected to

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

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

The parties agree that any disputes over the interpretation or application of this Section shall be submitted to expedited arbitration in the manner provided in Section 21.03 of the agreements between the parties, with Michael D. Rappaport or any other mutually acceptable person, as the arbitrator. If Mr. Rappaport is unavailable to serve within thirty (30) calendar days of notification then R. Douglas Collins, or another mutually acceptable person, shall be the arbitrator. The arbitrator shall have the authority to order the non-compliant party to comply with this Section. The parties hereto consent to the entry of any order of the arbitrator as the order or judgment of the United States District Court for the District of Nevada, without notice or entry of findings of fact and conclusions of law.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

BY: [Signature]

ITS: CEO + President

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: [Signature]

ITS: President

BY: [Signature]

ITS: [Signature]

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into by and between NAV-LVH, LLC (hereinafter, the "Employer"), and LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS; for and on behalf of the CULINARY WORKERS UNION, LOCAL NO. 226 and BARTENDERS UNION, LOCAL NO. 165 (hereinafter, called the "Union"), and is hereby attached to and made part of the Collective Bargaining Agreement.

The parties hereby establish the following:

Whereas the current practice of a combined seniority list for all regular and steady extra Specialty/Gourmet Food Servers exists, it is the intent of the parties to establish two separate, regular and steady extra classifications of the NAV-LVH's specialty/gourmet rooms, e.g.:

Specialty/Gourmet Room Server Tatuardo Restaurant & Cantina
Specialty/Gourmet Room Server — Other specialty/gourmet rooms

NOTE: A regular Specialty/Gourmet Room Server in Tatuardo Restaurant & Cantina who desires to upgrade to the existing Specialty/Gourmet Room Server in other specialty gourmet rooms shall progress to these other rooms through the steady extra board and subsequently to a regular position in those rooms.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

BY: [Signature]

ITS: CEO & President

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: [Signature: Gerroinda Arguello Klue]

ITS: President

BY: [Signature]

ITS: Secretary

MEMORANDUM OF UNDERSTANDING RE CAREER LADDERS

The Employer shall construct career ladders for the housekeeping, culinary, and food and beverage classifications existing in Exhibit 1. Although the Employer has primary responsibility to construct these ladders, it will do so in consultation with the Culinary Workers Union, Local 226, the Bartenders Union, Local 165 and the Culinary Training Academy. The ladders will show the expected promotional sequence. The career ladders will also include the minimum hiring qualifications for each promotional position.

The Employer and the Union shall encourage employees to consider and pursue training and other opportunities to qualify for promotional opportunities. Employees shall be responsible to pursue and satisfactorily complete the training program offered by the Southern Nevada Joint Management Culinary & Bartender Training Fund, the Employer, or another source to qualify for classifications in the desired career ladder.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

BY: [Signature]

ITS: CEO + President

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: [Signature]

ITS: President

BY: [Signature]

ITS: Sec Treas

MEMORANDUM OF UNDERSTANDING RE DIVERSITY

The Employer is committed to a diverse workforce, practicing equal employment opportunity and engaging in affirmative efforts to create and maintain an environment that supports and encourages the contribution of all employees. We pledge to have a productive and hospitable environment for current employees and potential applicants that invites a workforce reflective of the diversity in the greater Las Vegas area. The employer is committed to respect the needs of the current workforce, which includes immigrants from many different parts of the world. We are proud of that diversity and the benefits it brings to our hotels and the hotel industry in general. The Employer will make efforts to obtain a diverse applicant pool that properly reflects the population including, but not limited to, the African American community.

IN WITNESS WHEREOF, the parties hereto b their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

BY: [Signature]

ITS: CEO & President

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: Georgetta Aguiello Klaus

ITS: President

BY: [Signature]

ITS: Sec (Rep)

MEMORANDUM OF UNDERSTANDING RE JOINT APPRENTICESHIP

The Employer and the Union will immediately form a joint apprenticeship committee to design an apprenticeship program for cooks. The committee will consist of three representatives chosen by the Employer and three representatives chosen by the Union. The program shall include on-the-job training.

All the bargaining unit employees who hold the classifications of cooks helper, baker helper and pantry helper shall be permitted to apply for the cook apprenticeship program. The selected employees will be required to attend the Culinary Training Academy prior to being accepted to the cook's apprenticeship program. Employees who are not selected for apprenticeship initially may continue to apply when new enrollments are offered.

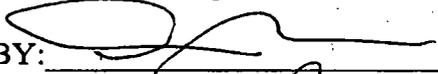
For those employees selected to participate in the cook apprenticeship program, they will receive their classification seniority as the date they began the apprenticeship program. In addition, no employee will have his or her current wage rate at the time of entering the apprenticeship reduced, and that wage rates above apprenticeship scale shall be frozen until apprenticeship scale is higher.

No employees may be displaced to make room for apprentices. In the event of a reduction of force, apprentices shall bump back into their prior position.

The committee may establish a wage progression for Apprentices. Such progression may include step wage rates with the final step reaching 100 percent of the wage rate of the job classification for which the apprentices are training.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

BY: 

ITS: CEO & President

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: Georgetta Aquello Klue

ITS: President

BY: Ter R

ITS: See TRS

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into as of the 30th day of April, 2015 by and between NAV-LVH, LLC dba Westgate Las Vegas Hotel & Casino (hereinafter, called the "Employer") and its successors and assigns, and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, for and on behalf of CULINARY WORKERS UNION, LOCAL NO. 226 and BARTENDERS UNION, LOCAL NO. 165 (hereinafter, called the "Union").

1. The Employer and the Union are parties to a current collective bargaining agreement ("CBA") covering a unit of employees represented by the Union. The Employer has proposed a series of rearrangements in its food and beverage operations. The Union has agreed to these changes, which are reflected in this Memorandum. To the extent the terms of this Memorandum conflict with those in the CBA, the terms of this Memorandum shall control and the CBA shall be deemed amended to that extent.

2. The Employer has closed two specialty rooms, Tatuado Restaurant and Burger Bistro. The employees displaced as a result of these closures are referred to hereinafter as the "Laid-Off Specialty Employees".

3. The Employer has moved its coffee shop, formerly known as the Paradise Cafe, to a new location and renamed it Sid's. The coffee shop operations have been expanded to three shifts from one shift. All of the Paradise Cafe employees shall retain positions in Sid's, subject to shift and station bidding pursuant to Section 20.04(b) of the CBA. Laid-Off Specialty Employees shall have priority for additional positions in Sid's. They shall be allowed to bid for positions in Sid's as promotional positions under Section 20.04(a), using house seniority, and shall be deemed qualified for positions in the same or equivalent classifications as they held in Tatuado Restaurant or Burger Bistro. Any Specialty Gourmet Captain or Gourmet Room Server who bids successfully on a position in Sid's shall be reclassified as an Other Room Food Server, with classification seniority dating from the employee's transfer into the Sid's position. The Employer's staffing of Sid's may include Cashiers and Host Persons on all shifts. On swing and graveyard shifts, the Employer may use a combined bartender/cashier. The wage rate for the combined bartender/cashier position shall be \$1 per hour more than the wage rate for Service Bartender. The position shall be filled by bidding among Bartenders pursuant to Section 20.04(b) of the CBA. To the extent allowed by law, the Employer may require Bus Persons in Sid's to use trays instead of bus tubs or bus carts.

4. The Employer will replace its existing steakhouse, currently named T.J.'s Steakhouse, with a new and expanded steakhouse restaurant, called Edge.

(a) Existing bargaining unit employees assigned to the steakhouse shall retain their positions in Edge provided they pass testing as per 20.07(7). Specifically the parties agree that they will follow the following process:

(i) The parties will establish a Food & Beverage Committee. It shall contain an equal number of Union and Employer representatives.

(ii) The Food & Beverage Committee shall meet to discuss and agree on anticipated skills, knowledge, training program and testing for Edge, including timelines. The Committee shall notify Team Members of upcoming Information Sessions.

(iii) The Employer shall schedule Information Sessions at which Team Members shall be provided with Job descriptions, menu concepts, wine and spirit offerings, skill requirements, style and standards of service and performance measurements.

(iv) The Employer shall provide knowledge-based classroom training. Team Members shall undergo a written examination at the end of the training.

(v) The Employer shall provide behavior-based classroom training. Team Members shall undergo a written examination at the end of the training.

(vi) The Team Members shall be assessed using on-the-job shadowing.

(vii) The Employer shall conduct Auditions and Final Interviews. The Final Interview shall be an oral interview. The Audition shall include service standards, wine and spirit knowledge, menu knowledge and delivery of products. A Union Representative shall be present to observe the Auditions.

Edge shall be governed by all provisions of the parties' collective bargaining agreement, including 20.07. If any provision in Article 20.07(7) is in conflict with this Agreement or missing from this Agreement, Article 20.07(7) shall govern.

(b) Laid-Off Specialty Employees shall have priority for remaining positions in The Edge, for which they may bid pursuant to Section 20.04(b), provided, however, that any Laid-Off Specialty Employee who accepts a position at Sid's shall not be entitled to bid on a position in The Edge except pursuant to Section 20.04(a).

(c) Notwithstanding the foregoing, any former TJ's Steakhouse employee who undergoes the training and testing process for The Edge but is not offered a position because no position is available, may later bid for a position at The Edge pursuant to Section 20.04(a), and shall not be required to re-test or re-train.

(d) Any existing bargaining unit employee assigned to TJ's Steakhouse who decides not to undergo the training and testing process outlined in paragraph 4(a) above, who starts the training and testing process outlined in paragraph 4(a) above and then decides to quit the process or who fails the process, may choose to be placed at the bottom of the steady extra board in any of the following outlets: The Buffet, the banquet list, or Sid's.

5. The parties agree to the creation of a new classification, Specialty Cocktail Server, paid at the same rate as Cocktail Server. Employees in the Specialty Cocktail Server position may be assigned only to the new sportsbook pub or the new lobby bar.

6. The Employer may install gaming pits in lounges. The Cocktail Servers assigned to the lounge shall provide beverage service to such pit if it has three or fewer tables. Should more than three gaming tables be placed in a lounge, the Employer will create a station for the gaming table beverage service for bid for casino Cocktail Servers.

7. The Employer is not required to fill the position of Lead Porter as long as no employee is assigned to perform the duties customarily associated with this position.

8. The parties reaffirm that the space formerly occupied by the Casa Nicola Italian restaurant is not covered by Section 29.01 and 20.07 of the CBA.

9. The Union agrees that the transition from NAV-LVH Casino, LLC to NAV-LVH, LLC as the employer of record of bargaining unit employees, because it is a seamless transition between related entities, does not warrant the application of the provisions in Section 28.02 of the collective bargaining agreement requiring delivery to the Union of copies of employee personnel files, and therefore the Union hereby waives application of said provision to this transaction.

10. Room service captain shall be allowed to provide room service delivery of any orders.

11. In regards to Article 13.04- Relationships to Family and Medical Leave Act, the parties agree to add the following language at the end of the article: "An employee requesting a non-FMLA medical leave of absence may not be required to supply FMLA certification, but the Employer may require the employee to complete an application for the leave and agreed for by the union and Employer."

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 29th day of May, 2019, in Clark County, State of Nevada.

EMPLOYER — NAV-LVH, LLC dba
Westgate Las Vegas Resort & Casino

BY: [Signature]

ITS: CEO & President

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

BY: [Signature]

ITS: President

BY: [Signature]

ITS: [Signature]