

K#: 9290

**COLLECTIVE BARGAINING  
AGREEMENT**

between

**LAS VEGAS CLUB HOTEL & CASINO**

dba

**LAS VEGAS HOTEL & CASINO**

and

**LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS**

**2007**

**2012**

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## AGREEMENT

THIS AGREEMENT is made and entered into as of the 1<sup>st</sup> day of June, 2007 by and between LAS VEGAS CLUB HOTEL & CASINO, LLC dba 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 226, and BARTENDERS UNION, LOCAL NO. 165 (hereinafter, called the "Union").

### WITNESSETH:

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

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

### ARTICLE 1: RECOGNITION AND CONTRACT COVERAGES

#### 1.01. Recognition of the Union.

The Employer recognizes the Union as the exclusive bargaining representative for the Employer's employees at its current establishment at Las Vegas, Nevada, working under the Union's jurisdiction and working in those job classifications listed in Exhibit 1, attached hereto and made a part of this Agreement. The Employer and the Union agree that the term "employee" as used in this Agreement refers to employees of the Employer working in such classifications. The Employer and the Union agree that all employees working in such classifications are properly within the bargaining unit. Any classification established by the Employer, not listed in Exhibit 1, where the employees perform duties covered by this Agreement shall be a part of this Agreement at a wage rate comparable to related job classifications.

#### 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. There shall be no split shifts for Specialty Room Chefs. 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.

Assistant Executive Chef	Head Host Person
Assistant Housekeeper	Maitre d'Hotel
Banquet Captain	Pastry Chef (one per Employer)
Bell Captain	Porter Shift Supervisor
Head Butcher	Specialty Room Head Host Person
Specialty Room Chef	Sous Chef

(b) Bargaining Unit Work.

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 hotel operations.

**ARTICLE 2: HIRING OF EMPLOYEES**

**2.01. Hiring Procedure.**

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

At its sole option, the Employer may notify the Union who shall assist the Employer in obtaining applicants who meet the qualifications required by the Employer. When applicable, the Union's selection of applicants for referral shall be on a nondiscriminatory basis, and shall not be based upon or in any way affected by membership in the Union or the Union's bylaws, rules, regulations, constitutional provisions or any other aspects or obligations of Union membership, policies, or requirements, or upon an applicant's race, color, religion, sex, age 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 by the Union's dispatch office in accordance with the regular procedures of that office. 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 Employer may designate to the Union's dispatch office by name the employees that shall be dispatched for available positions.

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 Union's referral service in the same manner as all others processed by the Union's referral service without any discrimination. All applicants 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.

The Employer shall provide the Union on a timely basis with copies of the names, social security numbers, departments, and job titles of all employees hired by the Employer.

**2.02. No Individual Contracts.**

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

**ARTICLE 3: UNION SECURITY**

**3.01. 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.

**3.02. Indemnification.**

The Union will indemnify and save the Employer harmless against any and all claims, demands or other forms of liability which may arise out of, or by reason of, any action taken or not taken by the Employer, at the request of the Union, in 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 to see that this Agreement is being enforced and to collect Union dues, assessments and initiation fees, provided that 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 may be required to wear identification badges in non-public areas.

(b) The parties are committed to providing bargaining unit employees with ongoing education about benefit programs provided under this Agreement. Representatives of the Health & Welfare Fund, Pension Fund, Housing Fund and Tip Earners Legal Defense Fund and any financial institution owned by affiliates of the Culinary Workers Union Local 226 or Bartenders Union Local 165 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 and shall report to a designated office to sign in and wear identification while on the premises of the Employer. 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.

#### **4.02. Union Stewards:**

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

#### **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 (10<sup>th</sup>) day of each month, a list of all employees hired into the bargaining unit or transferred into the bargaining unit during the preceding month, including each employee's name, social security number, department, job title, home address, phone number, gender, status (full time, part time, etc.), date of hire, date of birth and ethnicity.
- (b) By the tenth (10<sup>th</sup>) day of each month, a list of all bargaining unit employees terminated, placed on leave of absence or transferred out of the bargaining unit, during the preceding month including each employee's name, social security number, the reason for such termination, leave of absence or transfer and the date(s) of such personnel transactions, and the expected date of return for leaves of absence.
- (c) The reports described in subsections (a) and (b) shall be sent to the Union by fax or mail or downloaded from the Company's FTP site by the Union or uploaded by the Company to the Union's FTP site or via email; after the Union has demonstrated to the Employer that the proper "PGP" security encryption measure exist in the Union's network.
- (d) The Employer shall furnish the Union with a quarterly list of all employees in the bargaining unit, including each employee's name, social security number, department, job title, date of birth, date of hire, ethnicity and sex. 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, provided that if this Employer's practice in the past has been to pay semi-monthly or bi-weekly it may continue to do so. Paychecks (other than for employees in "open" classifications) must show the number of hours paid for in that pay period, broken down by straight-time and overtime hours. Records on the source and dates of gratuities included on paychecks shall be made available to the employees on request.

### 5.02. Gratuities.

All gratuities left by customers are the property of the employees exclusively, and no Employer or department heads not covered by this Agreement shall take any part of such gratuities or credit the same in any manner toward the payment of an employee's wages. Cash gratuities left by guests checking out of rooms shall be the property of Guest Room Attendants unless otherwise specified by the guest in writing. Except as provided otherwise in this Agreement, employees shall not be required to divide their gratuities with any other person(s), and they shall not be coerced or discriminated against to cause them to do so. The Employer shall not post or display notices restricting gratuities; provided, however, that where the Employer has special events, sales promotions or other functions where the price charged includes gratuities, the Employer may publish and distribute literature, brochures and tickets for same which contain a notice or statement that gratuities are included in such price, if such notice or statement specified 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 his individual credit card, shall be paid to the employee in cash either after the end of the shift or immediately prior to the commencement of the employee's next shift, provided that, in the case of gratuities signed on a hotel check, the employee must have followed the Employer's established and published procedure for verifying that the person who signed for the gratuity is a registered hotel guest and is not exceeding his established credit limit.

No employee shall solicit gratuities from other employees.

A gratuity of eighteen percent (18%) shall be paid for all parties of eight (8) or more in all full service restaurants. If a customer makes a complaint regarding poor service from a Food Server, the guaranteed gratuity as stated above, may be withheld at the discretion of management. All such complaints will be documented by management.

### **5.03. Terminated Employees.**

Employees who are discharged and/or resign shall be paid in accordance with applicable laws:

608.030 Payment of employee who resigns or quits his employment. When an employee resigns or quits his employment, the wages and compensation earned and unpaid at the time of his resignation or quitting must be paid no later than:

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

608.040 Penalty for failure to pay discharged or quitting employee.

1. If an employer fails to pay:
  - (a) Within 3 days after the wages or compensation of a discharged employee becomes due; or
  - (b) On the day the wages or compensation is due to an employee who resigns or quits, the wages or compensation of the employee continues at the same rate from the day he resigned, quit or was discharged until paid or for 30 days, whichever is less.
2. Any employee who secretes or absents himself to avoid payment of his wages or compensation or refuses to accept them when fully tendered to him, is not entitled to receive the payment thereof for the time he secretes or absents himself to avoid payment.

### **5.04. Delinquencies.**

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

### **5.05. Deductions and Donations.**

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

(b) There shall be no automatic cash deductions from an employee's wages for any cash shortage until after consultation with the employee and the responsibility for the shortage has been established by the Employer; provided, however, that prior to any such deductions the employee may have the Union review the case with the Employer. When any said deduction is permitted under the preceding sentence, then, in no event shall the deduction be delayed beyond

the latter of five (5) days or the next paycheck due after the employee is notified of the intent to deduct. The Employer shall notify an employee in writing immediately after its determination that a cash shortage exists for which it intends to deduct the shortage from the employee in accordance with the preceding sentence unless the matter is otherwise resolved.

**5.06. Superior Workmen.**

The wage scales in this Agreement are minimum scales and do not prohibit the Employer from paying higher wage rates than those set forth in Exhibit 1. However, it is specifically agreed that employees compensated at rates higher than those set forth in Exhibit 1 may be returned to the applicable wage scale set forth in Exhibit 1 at the sole discretion of the Employer. Any action by the Employer to return an employee to his/her Exhibit 1 Wage Scale shall not be subject to Article 21 - Grievance and Arbitration.

**5.07. Combination Jobs.**

When an employee works for more than two (2) hours 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. In any interpretation of this collective bargaining agreement, Article 16 shall control over Section 5.07. An employee shall suffer no reduction in pay as a result of being assigned to a lower rate classification under the provisions of this Section.

Notwithstanding the provisions of this Section, employees classified as Change Persons and/or as Carousel Attendants may work as Booth Cashiers up to two (2) hours per shift and shall be paid at the rate of pay for the higher classification only for the hours actually worked. However, if such work exceeds two (2) hours per shift, the employees shall receive the higher rate of pay for the entire shift as provided in this Section.

**5.08. Equal Pay.**

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

**5.09. Occasional Work Outside Job Classification.**

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

**ARTICLE 6: DISCIPLINE**

**6.01. Cause for Discipline.**

(a) No regular employee, after having completed his/her probationary period, shall be discharged, suspended without pay or subject to other disciplinary action without just cause. Probationary employees are employees at will who may be discharged or disciplined, with or without cause, at the discretion of the Employer. The discharge or discipline of any probationary employee shall not be subject to the provisions of Article 21 - Grievance and Arbitration.

When a regular employee is discharged or disciplined, any prior disciplinary action of that employee occurring within the preceding one (1) calendar year before the date of the discharge or discipline may be considered in determining the just cause of the discharge or discipline. Warning notices, written customer complaints, reports of outside agencies or of the Employer's own security force concerning conduct of an employee shall become null and void one (1) calendar year after the date of issuance and may not thereafter be used as a basis for any subsequent discharge or disciplinary action.

The Union agrees that all employees covered by this Agreement shall be subject to all rules of conduct issued by the Employer in accordance with Section 23.02 of this Agreement. The parties recognize that many different types of conduct or infractions can constitute just cause for discharge or for disciplinary action. The parties agree that employees may be discharged without prior discipline for the following reasons:

1. dishonesty;
2. drunkenness or drinking on duty;
3. being under the influence of a controlled substance on duty;
4. unlawful possession of a controlled substance or using a controlled substance during working hours or on the Employer's premises;
5. unlawful sale of a controlled substance;
6. refusing to submit to testing for drug or alcohol usage in accordance with the provisions of Section 6.01(b) of this Agreement;
7. willful misconduct;
8. participation in a slowdown, work stoppage or strike in violation of this Agreement;
9. abusive, serious improper behavior or discourtesy toward a customer or guest;
10. serious improper behavior toward a supervisor or a fellow employee;
11. unjustified refusal to follow an order of a supervisor or other representative of the Employer;
12. failure to report for work as scheduled without cause;
13. walking off the job without permission during a shift;
14. insubordination;
15. attempting to dissuade a customer or guest from patronizing the Employer's hotel or casino operations; or
16. making disparaging remarks concerning the Employer or its operations to a customer or guest.

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.

When a regular employee who has completed the probationary period is disciplined and/or discharged, the reason therefore will be given to the employee in writing. When an employee is discharged, copies of the written discharge notice to the employee will be sent to the Union within seventy-two (72) hours of the discharge. Upon request by the Union, legible copies of all

documents relevant to discipline or discharge, including videotapes, shall be provided to the Union.

(b) Where there is reasonable cause to believe that an employee is under the influence of alcohol or a controlled substance, or if there is evidence that an employee has directly contributed to an accident that causes property damage or personal injury to the employee or to any other person, such as unusual conduct or a pattern of injuries, 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 foregoing provision shall not be interpreted to require consent to post-accident testing if, at the time consent is requested, circumstances known to management establish that the accident was caused solely by a reason unrelated to the employee being under the influence. 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 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 result 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 three (3) years' employment with the Employer may be paid, at the time of discharge, at the discretion of the Employer, 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.

(d) In disciplinary cases which do not warrant discharge without prior discipline under the terms of this Article, the Employer will follow a system of progressive discipline subject to the provisions below.

1. In any discipline case, evidence of comparative treatment of employees shall not be a defense to any disciplinary action, including discharge, taken by the Employer and shall be inadmissible in any arbitration hearing for the purpose of challenging the propriety of any discipline imposed, unless the Union can demonstrate that a different, or no, discipline was imposed upon another employee in a substantially similar factual situation.

2. In any discipline case, evidence of alleged condonation of prior infractions by the employee shall not be a defense to any disciplinary action, including discharge, taken by the Employer and shall be inadmissible in an arbitration hearing for the purpose of challenging the propriety of any discipline imposed, so long as the Employer had, prior to the imposition of the discipline in question, specifically advised the employee that the involved conduct would no longer be tolerated and that any repetition of the conduct could result in disciplinary action of the type and to the degree of that which was imposed.

3. In the event the work performance of an employee is deteriorating or has become unsatisfactory to the Employer and the employee has received at least one (1) written warning notice for substandard work performance, the Union, upon being advised by the Employer of the situation, agrees to immediately meet with the Employer and the employee concerning his/her performance. If such work performance continues, or if the employee is guilty of any infraction of any rule, the employee shall be subject to disciplinary action, up to and including discharge. In the event the Employer does not discharge the employee involved, but assesses a lesser disciplinary penalty, the Employer shall retain the ability to discharge the employee as a result of any such continuing performance or as a result of any future infraction of the Employer's rules.

(e) Nothing contained in this Agreement shall prohibit the Employer from disciplining an employee based on a documented verbal complaint of a customer or guest.

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

A copy of any written warning notice shall be issued to the affected employee. The affected employee shall be required to sign all warning notices for the purpose of acknowledging receipt. Refusal of an employee to sign a warning notice for the purpose of acknowledging receipt shall be just cause for discipline or discharge. The warning notice shall state prominently and adjacent to the place for the employee's signature; "BY SIGNING, I ONLY ACKNOWLEDGE RECEIPT. I DO NOT THEREBY AGREE TO THE CONTENTS OF THIS WARNING." Warning notices issued to employees must specify the event or actions for which the warning is issued.

#### **6.03. Time of Discharge.**

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

#### **6.04. 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. An arbitrator acting under the terms of this Agreement who sustains the grievance of a discharged employee shall have no authority to award any back pay to that employee unless that employee or the Union has affirmatively proven by a preponderance of the evidence that the employee has fulfilled his/her duty to mitigate damages at all times since his/her discharge.

### **ARTICLE 7: REPORTING PAY**

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

When the Employer or his 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 his 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 requested directly or indirectly by the Employer to leave work before the end of a scheduled shift on which the employees have commenced work; provided that this Section shall not be construed to prohibit an employee, with the Employer's approval, from voluntarily leaving work early if the he/she so desires and being paid only for the time actually worked on the shift.

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

**8.01. Prohibited Discrimination.**

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

**8.02. Lie Detector Tests Prohibited.**

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

**8.03. Confessions or Statements.**

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

**8.04. Bondable Status.**

In accordance with the present practice as it exists with this Employer, employees who regularly, in the course of their employment, are required to handle money or negotiable instruments may be required to maintain bondable status as a condition of employment. The Employer may require new employees who in the course of their employment regularly are required to handle money or negotiable instruments to maintain bondable status as a condition of employment. There shall be no individual bonds for Servers, Bartenders or Change Persons.

## ARTICLE 9: WORK SHIFTS, WORKWEEK AND OVERTIME

### 9.01. Shift and Weekly Overtime.

(a) Overtime shall be paid at the rate of time and one-half the straight-time hourly rate for the following:

(1) For employees assigned to a schedule of full or short shifts, all hours worked in excess of eight (8) in any workday.

(2) For employees assigned to a schedule of four (4) ten (10) hour days, all hours worked in excess of ten (10) hours in any workday.

(3) All hours worked in excess of forty (40) hours in any work week.

(4) All hours worked on the sixth (6<sup>th</sup>) consecutive day worked.

(b) Overtime shall be paid at the rate of two and one-half times the straight time hourly rate for the following:

(1) All hours worked on the seventh (7<sup>th</sup>) consecutive day worked.

(c) Holidays not worked and paid for at straight time under Section 12.02 of this Agreement shall count as a shift for the purpose of computing weekly overtime.

(d) Overtime shall not be paid under this Article for more than one reason for the same hours worked. There will be no pyramiding of overtime.

(e) 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. All work performed by an employee with a ten (10) hour shift on that employee's fifth (5<sup>th</sup>) consecutive day of work will be paid at time and one-half (1-½X), on that employee's sixth (6<sup>th</sup>) consecutive day of work will be paid at two times (2X), and on that employee's seventh (7<sup>th</sup>) consecutive day of work will be paid at two and one-half (2-½X) the employee's straight-time hourly rate of pay respectively.

### 9.02. Days Off.

The Employer supports the principle of providing its employees with two (2) days off; or three (3) days off for employees on a ten (10) hour per day schedule; during each seven (7) day work period. The Employer will schedule them consecutively, except that when business conditions dictate, the Employer may split them. In those instances, the scheduling of split days off will be done according to the provisions of Section 20.04(b) of this Agreement. 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(a)(1) and (a)(2) for:

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

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

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

HOUSEKEEPING CLASSIFICATIONS;

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

BELLHOPS.

2. Not less than four (4) or five (5) full or short shifts as defined in Section 9.01 (a)(1) or (a)(2) for Host Persons, all Cashier and Checker classifications, for all Food and Cocktail Server classifications except Specialty/Gourmet Room Food and Cocktail Servers assigned to such rooms where the room is open only four (4) days, and for Bus Persons.

3. Not less than four (4) shifts of at least six (6) hours for Specialty/Gourmet Room Food Servers where the room is only open four (4) days per week and Cocktail Servers assigned to such rooms.

(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, 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<sup>th</sup>) or seventh (7<sup>th</sup>) 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) twenty-four (24) hour period, except as part of a regular weekly schedule. This shall not prohibit the performance of work immediately before or after regular shift hours and shall not prohibit the performance of overtime work, provided that any such overtime hours shall be compensated at one and one-half times (1-½X) their regular 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.

**9.06. Posting.**

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

At least seventy-two (72) hours' notice must be given to employees whose scheduled days off are to be changed. An employee whose shift starting time is to be changed for his next scheduled shift must be so notified in person before leaving work on his/her prior shift. No employee shall be required to call in or stand by for calls. 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 Sections 9.03, 12.02(a), 16.14 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 called by the Employer to perform work in addition to, or as vacation or temporary absence replacement for regular employees. However, steady extra employees are not intended to be used in lieu of scheduling regular employees where business justifies regular employees.

### **10.05. 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 his regular shift wage for each shift worked, provided that he works all shifts offered in that workweek.

### **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. If during the last quarter of 1983 the Employer or the Las Vegas Hilton had a greater number or percentage of steady extra employees in any classification than the number or percentage provided herein, it may continue to use such higher number or percentage. The average number of regular employees employed shall be determined on the basis of employment during the prior quarter, except that for the first quarter of the term of this Agreement said average numbers shall be based upon employment for the last quarter of 1983.

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: Sections 9.03, 12.02(a), 13.01(h) and Article 20, provided further that Article 6 and Article 13 (except for Article 13(a)) are not applicable to post-probationary employee who have worked less than fifty (50) shifts in the preceding six (6) consecutive month period. Article 21 shall not be applicable to claims asserted under the above specified provisions of the Agreement. Vacation pay under Article 11 shall be prorated on the basis of time actually worked for the Employer by such employees. In addition to the provisions of Article 6, an employee on the Steady Extra Board may be terminated without recourse to Article 21 because he/she fails, refuses, or is unavailable to work more than twenty-five percent (25%) of the shifts made available to him/her in any sixty (60) day period.

Except as provided in Section 20.03, and provided they are otherwise qualified to perform satisfactorily the work to be done, Steady Extra Board employees shall be offered all steady extra work in the order of their seniority as amongst themselves before extra employees are hired.

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

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 or relief employees shall not be required to serve a new probationary period provided that the transfer is within the same classification.

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

(c) Extras who work forty (40) shifts in the same classification for one (1) employer in any 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.

## 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 his continuous employment with the Employer, an employee shall become entitled to a paid vacation in accordance with the following schedule:

<u>Years of Continuous Service With the Employer</u>	<u>Amount of Paid Vacation</u>
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.**

- (a) The Employer shall have the right to determine when vacation shall be taken. The Employer will make a reasonable effort to accommodate all employee requests for vacation time, subject to business needs. If more employees in a classification request a particular vacation period than the Employer can accommodate, seniority shall govern. Once granted by the Employer, an employee's vacation period shall not be changed by the Employer except in the event of an emergency.
- (b) Earned vacation time must be initiated and completed within the succeeding twelve (12) month period following the anniversary date.
- (c) All requests for vacation must be submitted in writing thirty (30) days prior to the requested commencement date.
- (d) An employee entitled to four (4) weeks of vacation may split his vacation into two (2) segments of two (2) weeks each. An employee entitled to two (2) or more weeks of vacation may split his/her vacation time into segments of one (1) week each. Employees may request vacation time in increments of one (1) day at a time. In all other cases, the full vacation to which an employee is entitled shall be given in consecutive days. An employee must take all vacation time before the end of the anniversary year following the anniversary year in which the vacation is earned. 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.

**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 his vacation. If any holidays specified in Section 12.01 occur during an employee's vacation, he 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.
- (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.

(c) 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.

**11.05. Prorated Vacations.**

After an employee has at least one (1) year of continuous service with the Employer, he shall be entitled to prorated vacation pay upon termination of employment. 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 his 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, the 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 his 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 his last previous anniversary date of employment.

**ARTICLE 12: HOLIDAYS**

**12.01. Recognized Holidays.**

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

Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Third Monday in February  
Last Monday in May  
July 4<sup>th</sup>  
First Monday in September  
Fourth Thursday in November  
December 25<sup>th</sup>

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 accordance with this Article. If an employee selects Martin Luther King Day as a floating holiday, management approval will not be unreasonably withheld.

**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) Any work performed by an employee on one of the holidays specified in Section 12.01 which would be an overtime day for that employee pursuant to Section 9.01 of the Agreement shall be paid at two and one-half times (2-½X) his/her straight-time rate of pay for such work.

**12.03. Failure to Report.**

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.

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 Holiday Eligibility.**

- (a) Employee is not eligible to request a floating holiday until he/she has completed his/her probationary period.
- (b) Holiday may not be taken prior to day of observance (Veterans' Day or New Year's Day), but must be taken prior to the next day of observance.
- (c) Employee must be actively on the payroll and must have received prior management approval in writing. Such approval shall not be unreasonably withheld.
- (d) Regular or relief employees only.
- (e) 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.
- (f) Must be taken as paid time off.
- (g) Cannot be canceled within thirty (30) days of approved selection except in emergency.
- (h) 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 industrial injury compensable under the Nevada Industrial Insurance Act 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 condition or serious health conditions 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 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, whether or not covered under the Family Medical Leave Act. No more than the minimum contributions for twelve (12) weeks to the Health and Welfare Fund will be made by the Employer in any one leave or combination of leaves.

(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, grand-parent, brother or sister). As soon as possible, the employee shall provide, upon request, all proof or information available as to the need for such a leave.

(d) Leaves of absence without pay for a period of up to twelve (12) months shall be granted for the birth and caring of employee's children or for 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) the leave ends when the child is one (1) year old or earlier; and 3) proof of the child's birth, adoption or foster care is presented.

(e) Leaves of absence without pay may be granted by the Employer for other reasons and for periods mutually agreed upon between the Employer and the employee.

(f) Leaves of absence without pay or benefits shall be granted to up to four (4) employees at a time, not from the same department, and for no more than one (1) year (unless a longer time is agreed upon by the Employer, the Union and the employee), for the purpose of accepting employment with the Union, provided that the employee on leave shall not be assigned by the Union to perform services on its behalf which involve (a) the Employer who has granted the leave, (b) that Employer's employees, or (c) visiting that Employer's premises.

(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 a leave of absence provided in this Section, the employee shall be returned to his/her regular job classification, shift and, if applicable, station (or station rotation) on the day the employee is to return to work. Such employees on a leave of indefinite duration shall be returned to work within five days of the employee's notification to

the Employer of his/her availability to return or, if the leave is under Section 13.01(a), or (b), within five days of receipt by the Employer of the treating physician's certification that the employee can return.

(i) The Employer shall continue to make contributions for twelve (12) 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, whether or not covered under the Family Medical Leave Act. No more than the minimum contributions for twelve (12) weeks to the Health and Welfare Fund will be made by the Employer in any one leave or combination of leaves. The twelve (12) week period will begin on the date the leave of absence begins. 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.

(j) The provisions of Section 13.01(b) through Section 13.01(i) do not apply to any employee who has not completed their initial probationary period of fifty (50) shifts in the preceding six consecutive month period.

**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, if applicable, 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. Leaves of Absence For Medical Disability Not Covered By the Family and Medical Leave Act (FMLA).**

An employee absent five (5) or more days due to medical disability, whether or not compensable under the terms of the State Industrial Insurance System shall, upon request, present a release from his/her treating physician stating that he/she 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 doctor 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 physician and the physician 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 arbitration provided for under Section 21.02(d). 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. If an employee requires leave longer than that which was originally anticipated, an employee must provide reasonable notice of the need for more leave, typically at least two business days, and the employer may require information on the changed circumstances.

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

Where other sections of this Article provide rights greater than those provided for under the Family and Medical Leave Act (FMLA), those other sections govern. Where FMLA provides rights greater than those provided in other sections of this Article, FMLA governs. The rights provided in other sections of this Article shall not be added to those provided by FMLA to produce greater rights than an employee would have under either those other sections or FMLA standing alone; there shall be no duplication of rights. Where FMLA governs instead of other sections of this Article, all of the requirements for a leave under FMLA must be met by the employee. Where other sections of this Article govern, only the requirements set forth in those other sections, and not those in FMLA, must be met by the employee.

The following requirements shall apply to leaves of absences which are available only under the FMLA:

(a) **Eligibility for Leave.** Employees are eligible for leave under the FMLA if they have worked at least 1,250 hours during the twelve (12) months prior to the requested leaves of absence.

(b) **Conditions for Leave.**

(1) An employee must provide the employer with thirty (30) days advance notice for any leaves of absence that are foreseeable. If thirty (30) days notice is not given, the Employer has the right to delay the requested leave for thirty (30) days from the date notice is given. If leave is not foreseeable, employees must give as much notice as is practical, generally within one or two business days of when the need for the leave becomes known.

(2) The employee must provide the Employer with a medical certification from a health care provider (within the meaning of the FMLA) for any leaves of absence for a serious health condition of the employee, or to care for the serious health condition of the employee's spouse, child or parent. The certification shall state the date on which the serious health condition commenced; the probable duration of the condition; appropriate medical facts about the condition; a statement that the employee is needed to care for the spouse, child or parent, if applicable; and a statement that the employee is unable to perform the functions of the position, if applicable.

(3) Extensions to FMLA leave may be granted but may not exceed a total of twelve (12) weeks per employee per twelve (12) month period. Extensions must be requested prior to the approved return-to-work date, and must include re-certification of the reason or need to extend the leave and an adjusted return-to-work date.

(4) An employee may substitute paid leave for FMLA unpaid leave by using already earned paid vacation leave. The period of FMLA leave may not exceed twelve (12) weeks.

(5) When both spouses are employed by the Employer, they may take only a combined total of twelve (12) weeks of FMLA leave during any twelve (12) month

period for leaves taken for the birth or placement of a child, or to care for a parent with a serious health condition.

(6) Any employee benefit accrued or earned prior to the date of the FMLA leave will not be lost as a result of the leave.

(c) Leaves of Absence For Medical Disability Covered By The Family And Medical Leave Act (FMLA).

(1) An employee absent five (5) or more days for a leave of absence covered by the FMLA because of his or her own serious health condition (or bona fide medical disability) whether or not compensable under the terms of the Nevada Industrial Insurance Act shall, upon request, present a release from his/her treating physician stating that the employee is physically able to perform the duties of his/her former position. However, the Employer may also promptly require the employee to be examined by a health care provider (within the meaning of the Family and Medical Leave Act) selected by the Employer, other than the one employed by or regularly retained by the Employer. Such examination shall be paid for by the Employer. If there is a dispute or conflict between the employee's treating health care provider and the health care provider selected by the Employer as to the physical ability of the employee to return to work and perform the duties of his/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.

(2) Employees absent due to illness or injury shall advise their Employer as to their expected date or 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.

(d) Return from Leave of Absence. Upon return from a leave of absence, the employee shall be returned in accordance with Section 13.01(h) except that the employee shall be returned to work within a reasonable time (in accordance with the law) and that the employee has no greater right to job restoration or to any other benefits and conditions of employment than if the employee has been continuously employed throughout the leave period.

**13.05. Light Duty.**

(a) During the time that an employee's bona fide illness or injury compensable under the Nevada Industrial Insurance Act precludes him/her from performing the duties of his/her classification, the Employer reserves the right to assign him/her light duty work which is either covered by or outside the scope of this Agreement. If the bargaining unit employee rejects the assignment to perform light duty work (or accepts such work and then quits), whether within or outside the bargaining unit, the employee shall be disqualified for benefits under the Nevada Industrial Insurance Act. However, if the bargaining unit employee rejects the assignment to perform light duty work (or accepts such work and then quits), the bargaining unit employee shall not otherwise be subject to discipline and shall continue to be entitled to leave for which the employee is eligible under Section 13.01(a) of this Agreement.

(b) (1) If the light duty assignment is to work outside the scope of this Agreement, none of the terms of this Agreement shall apply to the employee including, but not limited to, Articles 6, 9 and 21. However, when the Employer states, when issuing any discipline, that it desires the discipline to be effective with respect to the bargaining unit position (when and if the employee recovers sufficiently to return to the bargaining unit job), the employee shall have the right to grieve the discipline under Articles 6 and 21 of the Agreement.

(2) Notwithstanding the provisions of Section 13.05(b)(1), the Employer agrees to make hourly contributions to the HEREIU Welfare Fund on behalf of the employee performing light duty non-bargaining unit work at the applicable hourly rate specified in Article 25 for hours worked on such light duty as long as health and welfare contributions have not been made for such hours under Section 13.01(i). The Employer also agrees to make hourly contributions to the Pension Fund under Article 26 for hours worked by the employee on such light duty work.

(c) If the light duty assignment is to work covered by this Agreement, the following shall apply:

(1) The employee shall be paid while assigned to such light duty the higher of 1) the temporary total disability rate under State law or 2) the hourly rate of the bargaining unit classification in which the light duty work is being performed.

(2) The Employer shall assign the employee to work hours consistent with the needs of the business and availability of light duty work, and without regard to any guarantee of hours or days of work in this Agreement.

(3) Time spent working light duty shall not count as shifts worked for completion of the probationary period. However, the employee's shifts worked, before 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.

(4) All Company, House and Departmental rules, subject to Section 23.02 of this Agreement, and all applicable provisions of the collective bargaining agreement, subject to the modifications or restrictions set forth herein, shall apply to such employee.

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

**13.06.**

Notwithstanding any other provision of this Article, the Employer shall have no obligation to reinstate an employee granted a leave of absence under the provisions of this Article if the employee was laid off in accordance with the provisions of Section 20.03(a) while on the leave

of absence and whose continuous service and seniority are broken in accordance with the provisions of Section 20.05(e).

**13.07. 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 timely applies for reemployment as set forth in USERRA, 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. For employees called to active duty service who have worked for the Employer at least one year, the Employer shall also pay the difference between the employee's monthly cash compensation for military service (including any cash allowances and incentive pay) 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, not to exceed a total of five (5) years. 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.**

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

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

Whenever meals are not furnished by the Employer as set forth in Sections 14.01 and 14.02, the employee shall be paid, as a penalty, one dollar and seventy-five cents (\$1.75) for each meal 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, he shall be paid time and one-half (1-½X) his straight-time hourly rate for the meal period; and if he is not furnished at least sandwiches and coffee during the shift, the employee shall be paid, as a penalty, one dollar and seventy-five cents (\$1.75).

**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 unless the employee voluntarily elects to launder the garments at their own expense. Smocks may be furnished in lieu of uniforms. The Employer shall make available a sufficient supply and variety of sizes of uniforms so that all employees will have clean and properly fitting uniforms at all times. A clean uniform shall be furnished to each employee as frequently as needed, but except in unusual circumstances, not more often than daily for Cooks and miscellaneous Kitchen Help and not more often than every two (2) days for other employees. 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 personal sweater if it has been approved by the Employer as to style and appearance. Cold weather uniforms or appropriate cold weather jackets shall be furnished by the Employer for Bellhops, 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 and Specialty Room Head Persons.
2. Black trousers, shirts, neckties black shoes or black socks for all Server classifications, Bartenders and Bus Persons.
3. Black or brown street shoes for any employees, or low-heel white shoes for Server classifications.
4. Clothing worn under jackets, vests, uniforms or other outer wear by any employees.
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 any employee who is not furnished uniforms or work clothes as provided above or for whom such uniforms are not laundered or cleaned, one dollar (\$1.00) per shift for each shift worked without the required uniform and/or laundering or cleaning.

(d) The cleanliness, fit, comfort, style and safety of uniforms are important to both the Employer and the employees. When uniforms are provided by a rental service, the quality of that service in terms of cleanliness, reliability, repairs, etc. is also of mutual concern. To further their joint interest in high-quality uniforms and to obtain the fullest interchange of information about what is desired in uniforms and the largest measure of acceptance of uniforms, the Employer and the Union agree to form a joint uniform committee for each department. Each committee shall be composed of four people, two appointed by the Employer, at least one of whom is a manager in the department, and two appointed by the Union, at least one of whom is a bargaining unit member in the department. The committee shall consider and decide upon all new or replacement uniforms and, if applicable rental service, before orders are placed for the uniforms, except individual uniforms replaced due to wear and tear, size changes, etc. Any unresolved disagreements in a committee shall be referred to the Employer's general manager and the Union for resolution. This section is not subject to the grievance and arbitration procedure.

**15.02. Care of Uniforms and Clothing.**

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

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

**15.03. Facilities for Employees.**

(a) Except as provided otherwise in paragraph (b) of this Section, the Employer shall provide individual storage units and/or lockers with locks 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, storage units, 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 storage unit or locker unless the employee or a Union representative is offered an opportunity to be present.

(b) For all banquet employees for whom the Employer does not provide storage units or lockers, 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, 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 the Bus Person classification 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. House Persons are employees who regularly perform cleaning (excluding Guest Room Attendant's work) in the hotels, including halls, lobbies and rooms. Porters are employees who regularly 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. House Persons work exclusively in the housekeeping department and not public areas. 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 Porters.

(c) The presently existing workload per shift for Guest Room Attendants shall not be changed during the term of this agreement. The workload is defined as the number of rooms or "credits" and credits for special items such as check-outs and "suites". 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 13 on any shift that a Guest Room Attendant's assignment contains 14 or more room checkouts.

<u>Checkouts</u>	<u>Reduction in Rooms or "Credits"</u>
14	1
15	2

(2) Each of the seven (7) suites at the property are to count as 1.5 credits towards the daily number of rooms in the daily workload.

(d) Only a special team of bargaining unit employees (excluding Guest Room Attendants) 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.

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

(f) In each room serviced, a Guest Room Attendant shall be allowed to leave a card with their name on it, for the purpose of gratuity left by the guest for them. Management will approve and provide the cards placed in the room and will not be responsible for the handling of any of the funds related to these gratuities. Within 30 days after ratification of this Agreement by the Union, the Union shall give and discuss with the Employer a proposal on distribution of tip income.

**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 and no others.

**16.06. Room Service.**

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 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 (\$.75) 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 a guest's room by the Employer. It is agreed that Bartenders may work four (4) hour shifts for cocktail parties in suites.

**16.07. 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.

**16.08. 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/shift above combination bartender scale.

**16.09. Union Buttons.**

Not more than one Union button may be worn on the job at any time, provided that such buttons do not exceed one (1) inch in diameter, and state only the name and local of the bargaining representative, and be subject to restrictions as to locations on the uniforms.

**16.10. 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. Dining room employees, servers, and bar employees shall normally be assigned to a particular room or bar, but may be assigned to another area by the Employer in order to meet business demands so long as the employee is not adversely affected financially, except in the event of an emergency. 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.

**16.11. 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 means of recording in and out times for their break periods. It shall be the employees' responsibility to record the times of their break periods in the manner directed by the Employer.

**16.12. 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.

**16.13. Presentation of Checks.**

When checks are presented to guests or customers, they shall be presented by either a Bartender, 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 only present a check to guests or customers for bar or pre-prepared snack food items.

**16.14. Notice by Employee.**

If an employee is unable to report for work, he 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 two (2) 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. The giving of notice pursuant to this provision does not finally determine whether the employee failed to report for work without just cause.

**16.15. Knife Sharpening.**

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

**16.16. 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.

**16.17. 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 16.06.

**16.18. 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 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.

**16.19. Food Service In Specific Areas.**

Notwithstanding Articles 16.08 and 16.13, to promote efficient customer service, the Employer and Union agree to meet and bargain concerning bartenders and/or cocktail servers serving food in bar areas, pool areas and lounges that will offer food service. Provided that: (1) any food shall be delivered to the venue by a food runner; and (2) the bartender and/or cocktail server will present the check and accept payment from the customer, the Union will not unreasonably withhold its agreement to such a practice. The Employer and Union will conduct three (3) and six (6) month evaluations of such food service to address any service issues.

**ARTICLE 17: BANQUETS**

**17.01. Definition.**

A banquet shall be deemed to be any function which has been regarded and paid at the banquet rate according to the custom and usage of the trade, including cocktail parties. 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.

**17.02. Service Charge.**

(a) On all banquets it is obligatory on the Employer, that a seventeen percent (17%) 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 Banquet or Catering Managers who have a current Captain's book and work the function, in addition to the designated wages. This distribution of such service charges shall be in accordance with paragraph 1 of Exhibit 3, 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 charge as a Captain or Host Person. The Service charge shall be increased during the term of this Agreement as follows:

<u>Date</u>	<u>Service Charge</u>
6/1/2009	17.5%
6/1/2011	18%

(b) Employer sponsored promotional events for which no charges are made to the customer and employee events shall be exempted from provisions of 17.02(a). Servers working such an event shall receive a guaranteed service charge of seventeen percent (17%) based on current practice, not to exceed one hundred-seventy-five dollars (\$175) per server. The Employer at their sole discretion can increase the guaranteed service charge for any Employer sponsored event.

(i) On June 1, 2009, the guaranteed service charge for employer sponsored promotional events for which no charges are made to the customer from 17% to 17.5% and then 18% on June 1, 2011, not to exceed the cap per Server/Bartender working the function as set forth:

<u>Cap Amount</u>	<u>Date</u>
\$175	6/1/2007
\$180	6/1/2008
\$185	6/1/2009
\$190	6/1/2010
\$195	6/1/2011

(ii) Caps per Server/Bartender for employee functions shall not exceed \$150 except at the Employer's sole discretion.

**17.03. Employees Working Banquets.**

The Employer may, in its sole discretion, assign regular or relief bargaining unit employees in appropriate classifications to work banquets, or it may request the Union to refer banquet employees for some or all of the available positions. When the Employer requests that the Union refer banquet employees for available positions, the Employer shall have the right to designate, by name, the individuals that the Union should refer, and the Union will refer those designated individuals, if they are available.

**17.04. Reporting Pay.**

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, 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.

**17.05. Distribution of Gratuities.**

All gratuities, whether for banquets or otherwise, belong to the employees and no part of the gratuities belong to the Employer or any representative of the Employer (other than Banquet or Catering Managers as provided in Section 17.02) and are not a part of the basic wage established by this Agreement. The distribution of gratuities among banquet workers shall be in accordance with Exhibit 3 attached to and made a part of this Agreement. 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, the number of guests in attendance, and the names and social security numbers of the banquet workers; provided, however, that where a banquet worker works banquet functions at this hotel on successive days, his/her wages and gratuities for said functions may be forwarded or made available on the day following the last successive banquet function which the banquet worker works.

**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 Exhibit 3, attached to and made a part of this Agreement, 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 (\$.50) 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 (\$.50) 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 (\$.60) 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.

(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 he 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.**

Except for French service where teams are required, Banquet Food Servers are responsible only for their individual stations and may not be required to work in teams.

**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.

**17.12. Bartenders.**

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

**ARTICLE 18: SPECIAL EVENTS**

**18.01. Definition.**

A special event shall be deemed to be 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.

**18.02. Gratuities Payable for Special Events.**

The Employer reserves the option to prepackage food and/or beverage and within that package to include or exclude gratuities as it deems appropriate. In those instances where a gratuity is excluded, the servers who provide the service shall be given an opportunity to present a check. In these instances, checks so presented shall contain prominent verbiage to the effect that the "Gratuity is Not Included".

A guest whose prepackaged plan has been determined by the Employer not to include gratuities, and which allows usage of pay as you enter, fast-food and/or self-service outlets shall be given promotional materials, such as coupons and/or script bearing "Gratuity Not Included", thereon.

Where the Employer and/or the guest prepays for food and/or beverage, and the gratuity is included in the price, the gratuity for food and/or cocktail servers shall be seventeen percent (17%) of the price charged for such food and/or beverage served.

Bartenders shall not participate in gratuities where Food or Cocktail Servers serve customers from a regularly established service bar.

**18.03. Bellhop Service.**

Where Bellhops are not given the opportunity to room special event or complimented guests, they shall receive not less than two dollars and fifty cents (\$2.50) per person checking in and out. For package guests, the Bellhops shall receive for each person using the package, two dollars and fifty cents (\$2.50) per person checking in and/or out only where baggage is delivered and removed as part of a group arrival or departure and the guest requests Bellhop service. The two dollars and fifty cent (\$2.50) gratuity will not apply to special events and/or packages that were agreed upon with, and/or proposed to, special event and/or package sponsors prior to the execution of this Agreement, provided that the Employer furnishes the Union with a list of all such special events and/or packages. For complimented guests, the Bellhops shall receive two dollars and fifty cents (\$2.50) per person checking in and/or out only where baggage is handled as part of a group arrival or departure, but not where the guests check in or out individually or

are given the opportunity to utilize bellhop service. Set arrivals and/or departures shall be evidenced by a manifest. These guaranteed gratuities shall be paid only to Bellhops who actually perform the services. These guaranteed gratuities do not apply to diverted air carriers. Effective June 1, 2011, the Bellhops shall receive for each person using the package, two dollars and seventy-five cents (\$2.75) 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 two dollars and seventy-five cents (\$2.75) 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 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. These guaranteed gratuities do not apply to groups with whom the Employer currently has contracts at the \$2.25 rate or to whom the Employer has made firm offers at that rate. The Employer will furnish the Union with a list of all such contracts and offers at the \$2.25 rate. All new contracts and offers will be at the \$2.50 rate or \$2.75 rate when applicable. "New Contracts" means contracts entered into after this Agreement has been ratified. Overage money shall be refunded to the Group or client.

**18.04. 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. Upon request, 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.

**18.05. Exception.**

Affairs which are exclusively for the benefit of charity shall be exempted from the provisions of this Article.

**18.06. Predecessor Agreement.**

No provision of this Article shall require the payment of a gratuity not paid under the predecessor agreement.

**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; provided, however, that the Servers who provide service shall be given the opportunity to present a check to the guest or guests being complimented. In all instances of complimented guests, except those who are staying at the Employer's hotel and who are complimented when they check out, the checks presented by Servers shall contain the words in prominent letters "Complimentary - Gratuity Not Included".

(b) Except for guests complimented for beverages in the casino and except as provided in Section 16.07, on those 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. In instances when food and/or beverage tickets or coupons issued are clearly marked "Gratuities Not Included," there shall be no guaranteed gratuity.

(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.**

A regular, relief or steady extra employee will be considered as a probationary employee until he/she has completed fifty (50) shifts of work after his/her most recent date of hire by the Employer after which his/her seniority shall date back to his/her most recent date of hire or rehire 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 by the Employer into the bargaining unit as a regular employee, or as a steady extra employee if the steady extra employee became a regular employee pursuant to the provisions of Section 10:07(b).

(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. Classification seniority shall not be considered interrupted because of the merger of two or more job classifications into one classification.

(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) 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 re-

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

Whenever all employees in specific job classification (except for seasonal classifications) are laid off, such employees shall be given the opportunity to transfer to vacancies in bargaining unit positions for which they are qualified which have not been filled pursuant to Section 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 under this section, he/she will have recall rights to his/her former eliminated position from the time of the job elimination for a period of 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.

(b) In the event of a layoff because of circumstances affecting only a portion of the establishment, such as a room closing (but not ordinary fluctuations of work), the affected employees may be laid off without regard to house seniority, provided the layoff is scheduled to be thirty (30) 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 the employee indicates availability, he 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) 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.

#### **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 the other classification, and prior performance, provided that a Food Server, before being promoted to a Captain, must have passed the Captain's examination conducted under the auspices of a Committee, at least (1) member of which shall be qualified and experienced in the craft and shall be designated by the Employer and provided further 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 who has not passed the craft exam will do so within 365 days of the date of hire or promotion. Any one failing to do so will not be eligible to be employed by the Employer as a Bartender. Where qualifications to perform the work in the other classifications are relatively equal among employees, the senior employee shall be the one promoted. The Employer shall encourage internal bidding in order to maximize promotional opportunities to regular vacancies, but the Employer's promotion decision shall be deemed to be valid unless arbitrary, capricious or discriminatory. An employee who has successfully completed the course of training offered by the Southern Nevada Joint Management Culinary & Bartenders Training Fund for a promotional position, or the Employer's formal in-house training program for a promotional position, shall be deemed qualified for such position. 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. Any regular vacancy that is not filled pursuant to Section 20.04(b) or 10.07(b) of this Agreement, and which would constitute a "promotion" compared to another bargaining unit classification, shall be filled in accordance with this section, provided there is a qualified bidder. Regular 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 promotion.

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

Section shall assume the weekly schedule of days of work and days off, and the daily shift schedule, applicable to the vacant position to which he/she transfers, and he 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.

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

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

- (a) He quits.
- (b) He is discharged for just cause.
- (c) He is absent exceeding the period of an authorized leave of absence.
- (d) He is absent, due to injury or illness sustained during the course of employment, exceeding the period for which statutory, temporary, total disability payments are payable under the Nevada Industrial Insurance Act, provided that the employee shall have one (1) week after his/her release in which to return to work. However, the time required for an appeal through the appeals officer level shall not, in and of itself, constitute a break in the employee's seniority.
- (e) He is absent because of layoff exceeding six (6) months.
- (f) He is absent exceeding six (6) months because of illness or injury not compensable under the Nevada Industrial Insurance Act.

**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, his seniority and continuous service shall be terminated, and the Employer shall be free to hire a replacement in accordance with Article 2 of this Agreement.

## ARTICLE 21: GRIEVANCES AND ARBITRATION

### 21.01. Definition.

A grievance shall be defined as a dispute regarding the interpretation and/or application of the provisions of this Agreement. However disputes specifically excluded in other Articles of this Agreement from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above and shall not be handled in accordance with this procedure. It is agreed that such excluded disputes are not grievable or arbitrable under the terms of this Article or under this contract. Any violations or alleged violations of Section 22.01 or Section 22.02 shall not be subject to the provisions of this Article.

### 21.02. Procedure.

All grievances covered by this Article shall be handled exclusively in the following manner:

(a) A grievance must be reduced to writing, citing the specific provision(s) of this Agreement alleged to have been violated.

(b) All grievances involving a grievable discharge to be valid shall be filed in writing within fifteen (15) calendar days of the date the employee receives actual notice of discharge. All grievances involving other matters to be valid shall be filed in writing within fifteen (15) calendar days after the event giving rise to the grievance, or within fifteen (15) calendar days of the time the employee or the Union reasonably could have acquired knowledge of the event, whichever is later. At the time the Union 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).

(c) BOARD OF ADJUSTMENT. Any unresolved grievances shall be reduced to writing and scheduled for hearing by a Board of Adjustment within ten (10) working days of the filing of the grievance. The Board of Adjustment shall be comprised of not more than three (3) representatives of the Employer and three (3) representatives of the Union. For the purpose of attempting to resolve grievances prior to arbitration, the parties, at any meeting prior to the Board of Adjustment hearing and at that hearing, shall make full disclosure to each other of all facts and evidence then known to them which bear on the grievance.

(d) ARBITRATION. Any grievance not settled by the Board of Adjustment may be referred to arbitration by written notice from the party who filed the grievance within ten (10) working days of the Board of Adjustment.

Representatives of the Employer and the Union shall attempt to select an arbitrator, but if they are unable to do so, the arbitrator shall be chosen by an alternate striking procedure from the following panel.

Sara Adler  
Howard Block  
Matthew Goldberg  
Eric Lindauer  
Geraldine Randall  
Thomas Roberts  
Franklin Silver

Gary Axon  
Joseph Gentile  
Joe Henderson  
Gerald McKay  
Michael Rappaport  
E. Lawrence Schultz

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 selection.

**21.03. Arbitration Procedure**

(a) All suspension and warning notice cases submitted to arbitration shall be expedited by both parties, dispensing with the services of a court reporter as well as post-hearing briefs. The parties also agree that in such cases, the arbitrator shall be instructed to issue a bench decision at the close of the hearing.

(b) In the interest of expediting the arbitration procedure in discharge cases, the Employer and the Union will dispense with the filing of post-hearing briefs. The arbitrator will be instructed to issue a bench decision at the close of the hearing and issue a written opinion within fourteen calendar days thereafter. Both sides will equally share the services of a court reporter.

(c) On contract issues either party has the right to full arbitration.

**21.04. Arbitrator's Decision**

The arbitrator's decision shall be submitted in writing and shall be final and binding on all parties to this Agreement, including the Union, the Employer and the aggrieved employee(s).

**21.05. Authority to Modify Agreement**

The arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.

**21.06. Fee and Expense**

The fee and expenses of the impartial arbitrator shall be divided equally between the employer and the Union within 10 days of the receipt of the award. All expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expense.

**21.07. Time Limits.**

It is understood and agreed that if an employee or the Union fails to abide by the time limits specified in this Article 19, the grievance shall be invalid. Likewise, it is agreed that if the Employer fails to abide by the time limits imposed upon him, the grievance shall be granted. However, time limits may be extended 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 work stoppages, picketing, sympathy strikes or any other form of economic action or interference with the Employer's business except as authorized in Section 22.03.

### 22.02. No Lockouts.

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

### 22.03. 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 except as such rights may be contrary to or inconsistent with the terms and conditions of this Agreement. Such rights include the right to: direct, plan and control Hotel operations; to determine the number of employees to be employed, to assign them to work as needed; and to determine the means, methods and schedules of operations; to introduce or establish new equipment, facilities, technological changes, procedures or processes; to hire, terminate, classify, reclassify, schedule, assign, promote, transfer, layoff and/or rehire employees.

### 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. Before any such rules, regulations and procedures are made effective, the Employer shall furnish the Union a copy thereof and, if the Union so requests within five (5) work days after posting by the Employer, discuss same with the Union. The Employer shall post and maintain any such rules in such places within its establishment so that all employees affected thereby, and business representatives of the Union, may have an opportunity to become familiar with them. The reasonableness of any rules, regulations and procedures provided for herein, are subject to the grievance procedures of this Agreement.

## ARTICLE 24: COURT APPEARANCE AND JURY DUTY

### 24.01. Court Appearance.

Employees required to appear in court, administrative proceedings or at the police department on behalf of the Employer during their normal working hours shall receive their straight-time rate of pay for hours lost from work, less witness fees received. If an employee appears in court, administrative proceedings or at the police department on behalf of the Employer on his/her days off or after normal working hours, he 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 thirty (30) continuous days of employment with the Employer, and who is required to serve on a jury, and loses work time because of such service, shall be paid the difference between the jury fee received and his/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. 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 his 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 Hotel Employees and Restaurant International Union Welfare Fund (the "Fund"). The parties hereto agree that the aforesaid trust agreement and any amendments shall be in effect during the period of this Agreement. The Employer shall make as of February 1, 2008, for all hours worked on and after that date, a contribution to the Fund of three dollars and forty-four cents (\$3.44) per hour worked, on or before the fifteenth (15<sup>th</sup>) day of each month for the previous month. This rate of contribution may be increased on or after February 1, 2009 and annually thereafter in accordance with the provisions of section 27.03 of this agreement.

Contributions shall be forwarded to the bank designated by the Hotel Employees and Restaurant Employees International Union Welfare Fund. A list of the names and social security numbers of 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.

The Employer is only responsible for the contribution amount set forth in this Agreement and as allocated from the total annual increase set forth in Section 27.03 of this Agreement. If the Trust Fund requires additional funds beyond the above contributions, it shall be allocated from the annual increases set forth in Section 27.03 or from wages.

**25.02. Delinquent Contributions.**

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

**25.03. Acceptance of Trust.**

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust of the said Hotel Employees and Restaurant Employees International Union Welfare Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Agreement and Declaration of Trust as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established, and actions taken by, the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Agreement and Declaration of Trust, or the Plan of Benefits, rules, 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, 2007, said contributions shall be fifty-seven cents (.57¢) per hour worked. Said contributions shall be due and payable to the fund not later than the fifteenth (15<sup>th</sup>) 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, 2008 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 (15<sup>th</sup>) 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.**

When the Employer's computer system is capable of this function, and 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) and 27.02, 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.**

(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 contributions to the Health and Welfare, Pension Housing and/or Tip Earners' Legal Assistance 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.

<u>Date</u>	<u>Total Package Increase</u>
June 1, 2007	\$0.22
December 1, 2007	\$0.23
June 1, 2008	\$0.24
December 1, 2008	\$0.24
June 1, 2009	\$0.24
December 1, 2009	\$0.24
June 1, 2010	\$0.25
December 1, 2010	\$0.25
June 1, 2011	\$0.25
December 1, 2011	\$0.25

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

(b) (i) Beginning with the Contract Year commencing on June 1, 2008 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.

(c) **Definitions.**  
 "Contract Year" shall be from June 1 to May 31.  
 "Base Wage Rate" shall mean the reference wage for each Contract Year. The initial Base Wage Rate beginning with the Contract Year commencing June 1, 2007 shall be Ten Dollars and thirty-nine cents (\$10.39) 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 1<sup>st</sup> of a particular year and ending on March 31<sup>st</sup> 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.

## **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 Clark County, Nevada (such as defined more specifically in the Memorandum of Agreement), which after the effective date of and during the term of this Agreement, are (1) acquired and (2) owned by, or 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. The term “operations” shall be deemed to include 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, and any casino. It does not apply to any other type of enterprise.

### **28.02. Successorship.**

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

### **28.03. 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, regardless of location or displacement of employees or prior use of the area occupied by such operations. Any sublease, subcontract, or other agreement for the performance of cleaning or janitorial services shall first require the approval of the Union. Notwithstanding the foregoing provisions hereof, the Employer may purchase from outside sources for use in its establishment convenience foods, prepared frozen foods, pre-mixed salads and peeled vegetables, and the Employer may subcontract fast food operations in which there is no table service except for delivery of items ordered at a counter, provided that such restaurants may not supply any products to any part of the Employer's premises outside of the space occupied by the restaurant and may not engage in room service.

## 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 such employees. Upon request by the Union, the Employer will meet with it for the purpose of discussing the possible effects of the introduction of such equipment on such employees. The Employer will not introduce any such new equipment until it has afforded the Union a reasonable opportunity to discuss with the Employer all aspects of the possible effects upon such employees of the introduction of such equipment, including the possibility of alternative bargaining unit employment for the affected employees.

## ARTICLE 31: REDEVELOPMENT

### 31.01. 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.

### 31.02. 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 one (1) year 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 <u>Predecessor Employer</u>	Retention Bonus <u>Gross Amount</u>
20 or more	\$7,500.00
15 to 20	\$5,625.00
10 to 15	\$3,750.00
5 to 10	\$2,250.00
1 to 5	\$1,500.00

**31.03. 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. This 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.
- m. Has not successfully passed a drug test.

**31.04. 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.

**31.05. Survival of Article.**

This Article shall be and remain in full force and effect until May 31, 2013 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(b) of the Agreement, regardless whether the Agreement is in effect or has expired by its terms.

## **ARTICLE 32: HOUSING FUND**

### **32.01. Housing Fund.**

The parties agree to jointly establish and participate in a fund for the purpose of providing financial assistance to bargaining unit employee 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 zero cents (\$0.00) per hour for each hour worked effective June 1, 2007, 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. The rate of contribution may be increased on or after June 1, 2008 in accordance with the provisions of section 27.03 of this Agreement. The Employer is only responsible for the contribution amount set forth in this Agreement and as allocated from the total annual increase set forth in Section 27.03 of this Agreement. If any Trust Fund requires additional funds beyond the above contributions, it shall be allocated from the annual increases set forth in Section 27.03 or from wages.

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

By execution of this Agreement, the Employer party hereto agrees to accept and be fully bound by the terms of the 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 33: TIP EARNERS' LEGAL ASSISTANCE FUND**

### **33.01. 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 zero cents (\$0.00) per hour for each hour worked effective June 1, 2007, 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, 2008 in accordance with the provisions of section 27.03 of this Agreement. The Employer is only responsible for the contribution amount set forth in this

Agreement and as allocated from the total annual increase set forth in Section 27.03 of this Agreement. If any Trust Fund requires additional funds beyond the above contributions, it shall be allocated from the annual increases set forth in Section 27.03 or from wages.

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

By execution of this Agreement, the Employer party hereto agrees to accept and be fully bound by the terms of the Tip-Earners' Legal Assistance Fund's Trust Agreement and Plan and any subsequent amendments thereto. Any disputes or differences of opinion concerning the initial terms of the Trust Agreement shall be subject to arbitration under this Agreement. If such disputes or disagreements exist contemporaneously between the Union and other Las Vegas hotel-casino employers who have agreed to participate in this fund, or between the Employer and one 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: WAIVER OF DUTY TO BARGAIN**

##### **34.01.**

The parties acknowledge that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of such rights, are set forth in this Agreement; each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively or submit to arbitration with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

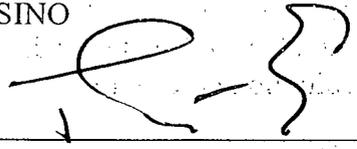
**ARTICLE 35: TERMINATION**

**35.01.**

This Agreement shall be in full force and effect from June 1, 2007, to and including May 31, 2012, 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, 2012, or in any subsequent year thereafter.

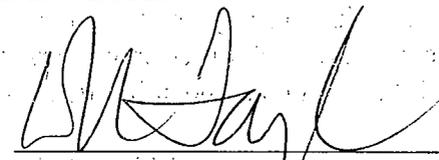
IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 14 day of May, 2010 in Clark County, State of Nevada.

EMPLOYER – LAS VEGAS CLUB HOTEL  
& CASINO, LLC dba LAS VEGAS HOTEL  
& CASINO

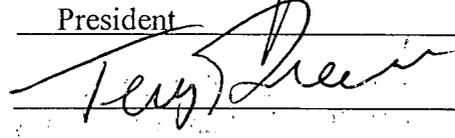
BY:  \_\_\_\_\_

ITS: CFO \_\_\_\_\_

LOCAL JOINT EXECUTIVE BOARD  
OF LAS VEGAS

BY:  \_\_\_\_\_

ITS: President \_\_\_\_\_

BY:  \_\_\_\_\_

ITS: Secretary-Treasurer \_\_\_\_\_

**EXHIBIT 1 - WAGE SCALES**

<b>CLASSIFICATION</b>	<b>6/1/2007 100%</b>	<b>12/1/2007 100%</b>
Sous Chef	14.52	14.70
Broiler Cook	14.22	14.40
Fry Cook	13.90	14.08
Cook's Helper	12.65	12.84
Pantry Person	13.45	13.64
Vegetable Prep	12.65	12.84
Snack Bar Attendant	9.27	9.46
Dishup	12.92	13.10
Kitchen Worker	11.20	11.38
Kitchen Steward	13.19	13.38
Pot Washer	11.32	11.51
Stove Cleaner	11.50	11.68
Hostess	12.75	12.93
(4 hours)	13.75	13.93
Hostess/Cashier	13.82	14.01
Gourmet/Specialty Room Food Servers	9.19	9.28
(6 hours)	9.37	9.47
(4 hours)	9.80	9.89
Food Server	9.19	9.28
(6 hours)	9.37	9.47
(4 hours)	9.80	9.89
Banquet Food Server	9.19	9.28
Cashier	13.10	13.28
(4 hours)	14.15	14.33
Bus Person	9.40	9.49
(6 hours)	10.02	10.12
Runner	9.80	9.98
Maitre'd	11.83	11.92
Change Person	10.55	10.73
Carousel Attendant	10.04	10.23
Booth Cashier	12.99	13.17
Bellman	9.14	9.24
Linen Room Attendant	12.49	12.67
Status Board Operator	12.60	12.78
Utility Porter	11.87	12.06
Shampoo Porter	11.60	11.78

CLASSIFICATION	6/1/2007	12/1/2007
	100%	100%
Rest Room Attendant	10.35	10.54
Guest Room Attendant	11.09	11.27
House Person	11.35	11.54
Combination Bartender	13.87	13.97
Apprentice Bartender	11.06	11.16
Cocktail Server	9.19	9.28
(6 hours)	9.37	9.47
(4 hours)	9.80	9.89
Liquor Receiver	11.15	11.33
Convention Porter	9.24	9.39

**EXHIBIT 1 - WAGE SCALES**  
**HOURLY RATES APPLICABLE ONLY TO NEW HIRES ON OR AFTER JULY 2, 2002**

CLASSIFICATION	6/1/2007	12/1/2007
	100%	100%
Sous Chef	11.61	11.79
Broiler Cook	11.37	11.55
Fry Cook	11.12	11.30
Cook's Helper	10.12	10.30
Pantry Person	10.76	10.94
Vegetable Prep	10.12	10.30
Snack Bar Attendant	7.42	7.60
Dishup	10.34	10.52
Kitchen Worker	8.96	9.14
Kitchen Steward	10.55	10.73
Pot Washer	9.06	9.24
Stove Cleaner	9.20	9.38
Hostess	10.20	10.38
(4 hours)	11.00	11.18
Hostess/Cashier	11.06	11.24
Gourmet/Specialty Room Food Server	7.35	7.45
(6 hours)	7.50	7.60
(4 hours)	7.84	7.94
Food Server	7.35	7.45
(6 hours)	7.50	7.60
(4 hours)	7.84	7.94
Cashier	10.48	10.66
(4 hours)	11.32	11.50
Bus Person	7.52	7.62
(6 hours)	8.02	8.12
Runner	7.84	8.02
Maitre'd	9.46	9.56
Change Person	8.44	8.62
Carousel Attendant	8.03	8.21
Booth Cashier	10.39	10.57
Bell Person	7.31	7.41
Linen Room Attendant	9.99	10.17
Status Board Operator	10.08	10.26
Utility Porter	9.50	9.68
Shampoo Porter	9.28	9.46

CLASSIFICATION	6/1/2007	12/1/2007
	100%	100%
Guest Room Attendant	8.87	9.05
Rest Room Attendant	8.28	8.46
House Person	9.08	9.26
Combination Bartender	11.10	11.20
Apprentice Bartender	8.85	8.95
Cocktail Server	7.35	7.45
(6 hours)	7.50	7.60
(4 hours)	7.84	7.94
Liquor Receiver	8.92	9.10
Banquet Food Server	7.35	7.45
Convention Porter	10.27	10.46

**EXHIBIT 2 - CHECK-OFF AGREEMENT**

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

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

**PAYROLL DEDUCTION AUTHORIZATION**

Date \_\_\_\_\_

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

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

Signed \_\_\_\_\_

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

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

## PAYROLL DEDUCTION AUTHORIZATION

Date \_\_\_\_\_

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

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

3. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Check-Off Agreement.

4. The original or a facsimile of a properly executed Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues which is incomplete or in error will be returned to the Union by the Employer.

5. Check-off deductions under all properly executed Authorization for Check-Off of Dues forms which have been delivered to the Employer on or before the fifteenth (15<sup>th</sup>) day of any particular month thereafter shall begin with the following calendar month.

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

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

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

9. The Employer shall remit each month to the designated financial officer of the Union, the amount of deductions made for that particular month, together with a list of employees and their Social Security numbers, for whom such deductions have been made. The information shall be

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

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

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

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

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

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

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

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

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

### **EXHIBIT 3 – Distribution of Service Charges**

1. Fourteen percent (14%) of the total service charge of a banquet function, other than a cocktail party as defined in Section 17.06 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. Eighty-six percent (86%) of the total service charge 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 total service charge shall be divided evenly among Captains and Host Persons who work the cocktail party. Eighty-six percent (86%) of the total service charge shall be divided evenly only among Food Servers or Cocktail Servers, as the case may be, and Bartenders who work the cocktail party.

**EXHIBIT 4 - RE: Walkouts**

This is to confirm our understanding that 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.

**EXHIBIT 5 - 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 6 - RE: Section 17.04**

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.

**EXHIBIT 7 - 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 8 - RE: Layoffs of Cooks Pursuant to Section 20.03(b)**

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.

## **EXHIBIT 9 - RE: Merging Seniority of Employees in Casino Porter and Porter Classifications**

Upon the effective date of the 1984 collective bargaining agreement, the Casino Porter classification shall be merged with the Porter classification. Employees formerly classified as Casino Porter shall retain their accrued house and classification seniority after their reclassification to Porter.

## **EXHIBIT 10**

An employee in the employ of the Employer as of the effective date of this Agreement (including employees in the process of returning to work after participating in the strike) whose job classification is in this Agreement for the first time included in Section 1:02(a), Open and Excluded Classifications, 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 (60th) day following the effective date of this Agreement and shall be in writing.

## **EXHIBIT 11**

During the term of this Agreement, if the Union becomes a party to another labor agreement with any hotel/casino which has 400 rooms or more which is located in Las Vegas, Nevada, or in Clark County Nevada, within a 12-mile radius of Las Vegas, Nevada, City Hall, which agreement constitutes the initial agreement between the Union and that hotel/casino, and that agreement contains provisions regarding wages, salaries, benefits (including but not necessarily limited to health and welfare, pension, vacations, and holidays), hours of work, and/or overtime, as of the last year of the Agreement, which the Employer believes, taken together, are more favorable than the like provisions of this Agreement taken together, the Employer may, at its discretion, implement all of such provisions of such other agreement, notwithstanding any provision of this Agreement. Upon such implementation of such more favorable provisions, taken together, the Employer shall no longer be obligated to comply with the like provisions of this Agreement which are in conflict with said provisions of the other Agreement which the Employer has adopted. Before implementing such alternate provisions, the Employer shall advise the Union. Upon request by the Union, the parties shall meet to discuss the matter before implementation by the Employer, provided such meeting is held promptly; in such meeting the Employer shall provide the Union with full documentation for its belief that such provisions of the other Agreement are more favorable. If the Union believes that the provisions of the other agreement are not more favorable, the issue may be submitted to an arbitrator, who shall issue a binding decision as to whether the claimed provisions are more favorable, and shall either permit the Employer to substitute the claimed provisions or direct the Employer to abide by this Agreement.

**EXHIBIT 12**

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 the UNITE HERE International Union TIP - "To Insure Progress". This authorization is signed voluntarily and with the understanding that the UNITE HERE International Union TIP - "To Insure Progress" will use this money to make political contributions and expenditures in connection with Federal elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoke 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<sup>th</sup> 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<sup>th</sup> 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 reasons of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

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

**EXHIBIT 13: Utilization of Banquet B-List**

The Union and Employer agree to the establishment of a B-List for banquet work, which is a supplemental pool of on-call employees hired, called and maintained by the Employer. Employees on the B-List will be offered work on a rotational basis. When extra bartenders are needed for banquet functions, steady extra barterders shall be offered the work first in order of seniority. The Employer will be sent the referrals via fax to process these employees at the property listed below:

Current B List:

1<sup>st</sup> Choice

Dick Klein  
Martha Laura Canon  
Jose Escobar  
Jose Pinon

2<sup>nd</sup> Choice

Jesus Becerra  
Felix Carrillo  
Robert Moya  
Emile El-Bacha

Pauline Schlaf  
 Sonja Thomas  
 Kenny Racelis  
 Charles Richter  
 Susan Clark  
 Nicolae Covaciu

Ana Benavidez

Food servers and cocktail servers able to meet the criteria of carrying a tray of up to forty (40) pounds and available to work will be offered any banquet service work before utilizing the B-List.

**EXHIBIT 14: 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.

**PROCEDURE**

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

It is your responsibility to notify your supervisor at least 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:

INCIDENT	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 Team Member 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 family member with 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 Team Member 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 Team Member 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 Day (defined below)	2 points

### Peak Business Days

- Until January 1, 2008, each property shall follow its existing policy on peak days (if any). Effective January 1, 2008, departments will have the ability to identify five (5) days per year as a “peak business day”. Team Members 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, Team Members 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

A Team Member can reduce his/her point total on the 12-month anniversary of an incident; that is, the point(s) for the 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. Team Members on any type of leave will not have the period of leave counted towards fulfillment of the one hundred eighty (180) day requirement.

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

Team Members are responsible for keeping track of their point totals. The property will attempt to prove 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 twelve (12) points (Separation of Employment), as follows:

5 points	Verbal (Coaching)
7 points	Written
10 points	Final Written Warning
12 points	Separations

Each step of progressive counseling need not be issued prior to termination provided that points have been properly assessed. For example, a Team Member with 7 points who is a no-call/no-show would be separated because of 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, including in situations implicating the Americans with Disabilities Act.

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

Peak Business days are effective January 1, 2008.

#### WHO IS RESPONSIBLE

The Human Resources Director, Department Managers/Supervisors and Directors are responsible for the Administration of this policy.

#### FOR MORE INFORMATION:

Contact the Human Resources Department.

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into by and between LAS VEGAS CLUB HOTEL & CASINO, LLC dba LAS VEGAS HOTEL & CASINO which is located at 18 East Fremont Street, Las Vegas, Nevada (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 "Agreement").

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 Agreement 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. 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 1 of the Agreement, 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, 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 disclosure 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 the 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 Memorandum of Agreement.

During the life of this Agreement, the Union will not engage in picketing or other economic activity at any operation covered by this Memorandum of Agreement, 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.

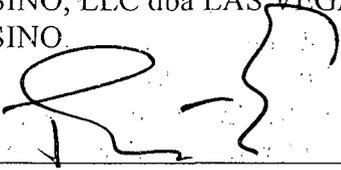
The parties agree that any disputes over the interpretation or application of this Section shall be submitted to expedited arbitration in the manner provided in the agreements between the parties, with Gerald McKay of Hillsborough, California, or any other mutually acceptable person, as the arbitrator. 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 of judgment of the United States District Court for the District of Nevada, without notice or entry of findings of fact and conclusions of law.

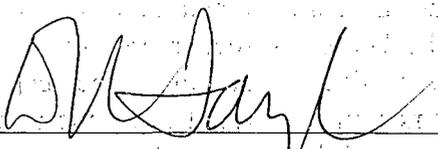
NOTWITHSTANDING any other provisions contained herein or in Section 28.01 of the Agreement, it is expressly understood and agreed that for the purposes of the interpretation and application of this Memorandum of Agreement, Section 28.01 of the Agreement referred to herein shall be deemed to apply only to a hotel-casino facility or property which the Employer may, during the term of that agreement construct, purchase or acquire by other means which is located in the geographic area that is commonly known as and referred to as "Downtown Las Vegas" or a hotel-casino facility or property which the Employer may, during the term of that agreement construct in the geographic area that is commonly known as and referred to as the "Las Vegas Strip", and shall not apply to any other hotel-casino facility or property which the Employer now owns or operates or to any other hotel-casino which the Employer may hereinafter construct, purchase or otherwise acquire except as specifically provided herein.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 14 day of May, 2010 in Clark County, State of Nevada.

EMPLOYER – LAS VEGAS CLUB HOTEL & CASINO, LLC dba LAS VEGAS HOTEL & CASINO

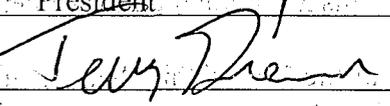
LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: 

BY: 

ITS: CFO

ITS: President

BY: 

ITS: Secretary-Treasurer

## SIDE LETTER REGARDING SECTION 4.02 - UNION STEWARDS

In an effort to avoid problems for employees who also act in the capacity of Union Stewards, it is necessary to establish guidelines so those employees adhere to the Employer's rules and policies, continue their work for the Employer without interruption, and still have the ability to fulfill their obligations as a Union Steward. The Union and the Employer therefore agree to the following guidelines.

1. Before any employee can be recognized or function as a Union Steward, the Employer must receive from the Union an authorization letter appointing the employee as a Union Steward for the department in which the employee works and stating whether such Union Steward is permitted to engage in meetings. Such authorization may be general for various issues, meetings and/or grievance(s) but in all cases shall specifically state the scope of that Union Steward's authority (for example whether the Steward can sign off on a settlement of a grievance) and the effective date and termination date of such authority.
2. There will normally be only one (1) Union Steward appointed by the Union per shift per department in which bargaining unit employees are employed, but if a department is unusually large, the Union may select more than one (1). If the Employer asserts that there are too many Union Stewards, the parties agree to consult and discuss ways to limit the number.
3. Employees acting as Union Stewards must obtain a proper photo ID badge, through the same procedure Union representatives obtain such badges, for off-duty use to enter the service areas of the Employer's facilities. All procedures relating to badges for Union representatives shall apply equally to badges issued to Union Stewards.
4. Employees acting as Union Stewards who conduct business while off-duty must sign in at a location designated by the Employer to provide evidence that the individual is on the property as an agent of the Union and not as an employee, and must sign out if the Steward leaves the Employer's property after the business has concluded.
5. Employees acting as Union Stewards may not engage in discussions of Union business with co-workers, including the subject matters referenced in Section 4.02, while either the Shop Steward or the co-worker is on work time, unless the Employer's designated representative provides specific written authorization to the Union Steward. Such discussions may be conducted while both employees are not on work time, including while on authorized breaks or lunch periods. Under no circumstances shall an appointed Steward engage in his/her Steward's activities with a coworker who is on work time.
6. Employees acting as Union Stewards may become involved in investigatory meetings with the Employer only when such meetings may reasonably lead to discipline of a coworker and only if requested by the coworker.
7. Employees acting as Union Stewards requesting copies of documents or information regarding a coworker must make such requests to the Executive Office.

8. Employees acting as Union Stewards must provide the Executive Office with their regular work schedule and advise of any changes to their schedule, as well as all written authorization from the Union to conduct the business referenced in Section 4.02:

9. Employees acting as Union Stewards must keep confidential any information obtained regarding coworker's problems, including their health condition, medical information, and/or discipline and not discuss such information with other employees who are not involved.

10. Employees acting as Union Stewards must attend and successfully complete the Union's shop steward training program:

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 14 day of May, 2010 in Clark County, State of Nevada.

EMPLOYER – LAS VEGAS CLUB HOTEL  
& CASINO, LLC dba LAS VEGAS HOTEL  
& CASINO

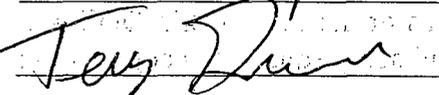
LOCAL JOINT EXECUTIVE BOARD  
OF LAS VEGAS

BY: 

BY: 

ITS: CFO

ITS: President

BY: 

ITS: Secretary-Treasurer

**SIDE LETTER REGARDING ARTICLE 29**

Further, 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.

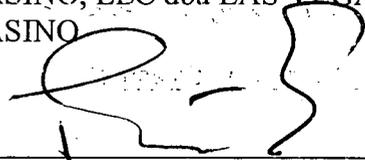
The Union reserves the right to reject any such proposal. However, the Union will give good faith consideration to any such proposal. The factors the Union will weigh in considering any such proposal include, but are not limited to:

1. The nature of the specific proposal.
2. The reason that the proposal does not contemplate compliance with Section 29.01.
3. The hotel's own analysis of the impact on the hotels' 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 non-Union operations at the hotel, if any.

The Employer may subcontract fast food operations in which there is no table service except for delivery of items ordered at a counter, provided that such restaurants may not supply any products to any part of the Employer's premises outside of the space occupied by the restaurant and may not engage in room service.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 14 day of May, 2010 in Clark County, State of Nevada.

EMPLOYER - LAS VEGAS CLUB HOTEL & CASINO, LLC dba LAS VEGAS HOTEL & CASINO

BY: 

ITS: CFO

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: 

ITS: President

BY: 

ITS: Secretary-Treasurer

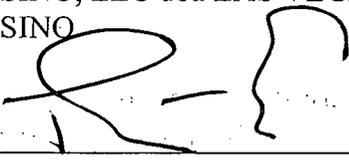
**SIDE LETTER REGARDING EMPLOYEE MEETINGS**

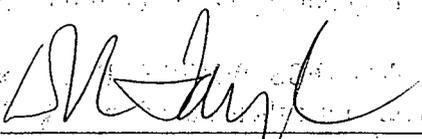
The Employer and the Union agree that good employee morale and high productivity are in the best interests of all parties. In order to encourage good morale and high productivity, the Employer and the Union agree that upon request by either party, but not more than once a month, to participate in meetings for the purpose of discussing those issues. 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 attempt to agree on the agenda and time schedule in advance. Both the Employer and the Union shall give due 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 months in Housekeeping, such meetings shall upon request by the Union be held in other departments. Nothing herein shall in any way obligate the parties to agree to modify any provision of this agreement or to agree to any request or suggestion which may be made at such meetings. Nothing contained herein shall require or prohibit that such meetings be held during employees' work time. This shall not prohibit the Employer from holding its own departmental meetings for any departmental employees separate and apart from the departmental meetings referenced herein.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 14 day of May, 2010 in Clark County, State of Nevada.

EMPLOYER – LAS VEGAS CLUB HOTEL & CASINO, LLC dba LAS VEGAS HOTEL & CASINO

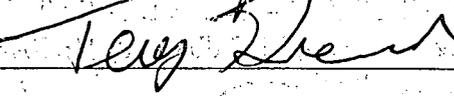
LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: 

BY: 

ITS: CFO

ITS: President

BY: 

ITS: Secretary-Treasurer

## SIDE LETTER REGARDING IMMIGRATION

In the event that a post-introductory employee has a problem with his or her right to work in the United States, the Employer shall notify the Union in writing as soon as the problem is known. Upon the Union's request, the Employer shall meet with the Union to discuss the nature of the problem to see if a resolution can be reached. Whenever possible, the meeting shall take place before any action is taken by the Employer.

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

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 Immigration and Naturalization Service ("INS") proceedings and any related matters for the employee only. The Employer may request verification of such absence.

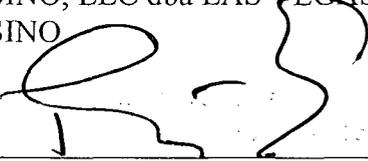
A post-introductory employee who is not authorized to work in the United States and whose employment has been terminated for this reason shall be immediately reinstated to his or her former classification without loss of prior seniority provided the employee produces proper work authorization within twelve (12) months of the date of termination. Employees do not accrue vacation or other benefits based upon particular Plan policies during such absences.

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

Change of Status/Immigration. On the day an employee becomes a U.S. citizen, the Employer will compensate the employee with a one hundred dollar (\$100.00) gift in recognition of his or her citizenship.

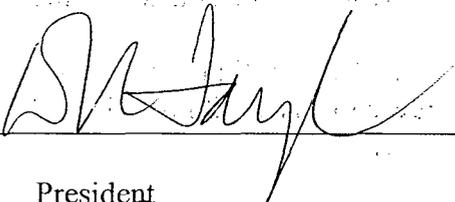
IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 14 day of May, 2010 in Clark County, State of Nevada.

EMPLOYER – LAS VEGAS CLUB HOTEL  
& CASINO, LLC dba LAS VEGAS HOTEL  
& CASINO

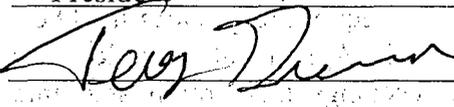
BY:  \_\_\_\_\_

ITS: CTO \_\_\_\_\_

LOCAL JOINT EXECUTIVE BOARD  
OF LAS VEGAS

BY:  \_\_\_\_\_

ITS: President \_\_\_\_\_

BY:  \_\_\_\_\_

ITS: Secretary-Treasurer \_\_\_\_\_

**SIDE LETTER REGARDING VACATION SCHEDULE AND PAY**

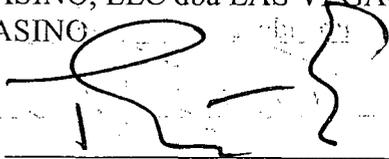
The Employer and the Union hereby agree that the terms of Sections 11.03 (Time of Taking Vacation) and 11.04 (Vacation Pay) may be altered as follows:

Time of Taking Vacation - The provisions of this Section shall remain in effect, with the addition, subject to the business needs of the Employer, that employees are permitted to request vacation in one-day increments.

Vacation Pay - 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.

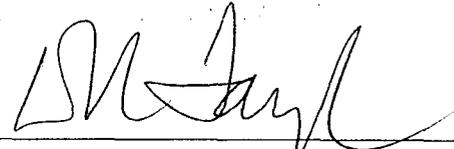
IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 14 day of May, 2010 in Clark County, State of Nevada.

EMPLOYER - LAS VEGAS CLUB HOTEL  
& CASINO, LLC dba LAS VEGAS HOTEL  
& CASINO

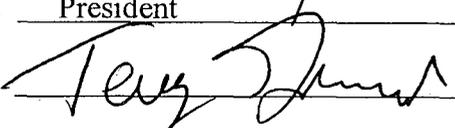
BY: 

ITS: CEO

LOCAL JOINT EXECUTIVE BOARD  
OF LAS VEGAS

BY: 

ITS: President

BY: 

ITS: Secretary-Treasurer

**Side Letter #1 – Bartenders Training Program**

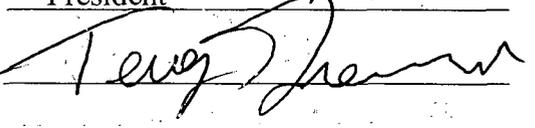
The Employer agrees that all Bartenders hired by the Employer shall have completed the Bartenders Local 165 Joint Apprentice Training Program, and passed the craft exam related to that program, so long as in the Employer's sole judgment this results in a sufficient supply of best qualified applicants.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

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 14 day of May, 2010 in Clark County, State of Nevada.

EMPLOYER – LAS VEGAS CLUB HOTEL  
& CASINO, LLC dba LAS VEGAS HOTEL  
& CASINO

BY:   
ITS: CFO

LOCAL JOINT EXECUTIVE BOARD  
OF LAS VEGAS

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

**SIDE LETTER REGARDING SOUS CHEF CLASSIFICATION**

The current Sous Chefs at the Las Vegas Club shall have the option of remaining in the bargaining unit or being transferred to an open and excluded classification. All future Sous Chefs shall be in the open and excluded classification.

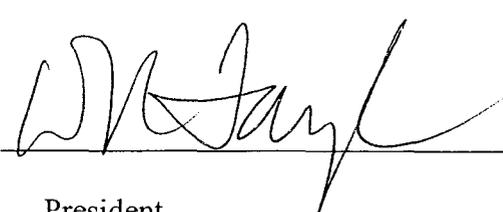
IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 14 day of May, 2010 in Clark County, State of Nevada.

EMPLOYER – LAS VEGAS CLUB HOTEL  
& CASINO, LLC dba LAS VEGAS HOTEL  
& CASINO

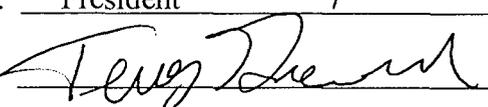
BY:  \_\_\_\_\_

ITS: CFO \_\_\_\_\_

LOCAL JOINT EXECUTIVE BOARD  
OF LAS VEGAS

BY:  \_\_\_\_\_

ITS: President \_\_\_\_\_

BY:  \_\_\_\_\_

ITS: Secretary-Treasurer \_\_\_\_\_