

IN THE SUPREME COURT OF THE STATE OF NEVADA

EDDIE MARTEL (also known as MARTEL-RODRIGUEZ), MARY ANNE CAPILLA, JANICE JACKSON-WILLIAMS and WHITNEY VAUGHAN, on behalf of themselves and all others similarly situated,

Appellants,

vs.

HG STAFFING LLC; AND MEI-GSR HOLDINGS LLC,

Respondents.

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Case No. 2021-01264

JOINT APPENDIX VOLUME 12 OF 16

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ORDERS ON APPEAL

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2/5/2018	Appellants' Response in Opposition to Respondents' Motion to Dismiss	3	540 - 631

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three options, the Employer shall meet with the affected employees and use best efforts, as determined by the context of the situation, to reach an agreement with the employees. If the Employer and the employees are unable to reach an agreement, the Employer may implement any of the three options set forth above, at its discretion. The requirement that the Employer meet with the affected employees does not apply to situations when the Employer decides to conduct a layoff.

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

17.04. Promotions and Preference for Shifts.

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

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

workforce in a department. The vacancies shall be posted where employee notices are normally posted. The Employer may fill the vacancy temporarily during the posted period.

17.05. Extra Work.

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

17.06. Break in Continuous Service and Seniority.

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

- (a) he/she quits
- (b) he/she is discharged for just cause
- (c) he/she is absent exceeding the period of an authorized leave of absence
- (d) he/she is absent due to injury or illness sustained during the course of employment, exceeding the period for which statutory, temporary, total disability payments are payable under the Nevada Industrial Insurance Act, provided that the employee shall have one (1) week after his/her release by an Employer's approved and qualified physician in which to return to work;
- (e) he/she is absent because of layoff exceeding six (6) months if he had less than six (6) months of active employment when the layoff began, or absent because of layoff exceeding twelve (12) months if he/she had six (6) months of active employment when the layoff began.

17.07. Notification.

An employee who is to be recalled to work by the Employer under Section 17.03 shall be notified to return to work by the Employer advising the employee by telephone, certified mail, return receipt requested, or other available means of communication of the date and the time employee is to report; and by confirming such communication by certified mail, return receipt requested, to the employee's current address of record on file with the Employer. Employees are initially responsible for providing the Employer with correct contact information and have the obligation to continue to provide the Employer with a current and correct phone number during the period in which they are subject to recall, so that the Employer can contact them immediately for any applicable recall position. A copy of the confirmation letter shall be sent to the Union. Reasonable advance notice must be given to an employee being recalled. If such employee fails to report to work within forty-eight (48) hours after the time specified for the employee to report, his seniority and continuous service shall be terminated, and the Employer shall be free to hire a replacement in accordance with Article 2 of this Agreement.

17.08. Bartender Promotion.

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

ARTICLE 18: GRIEVANCES AND ARBITRATION

18.01. Definition.

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

18.02. Time Limit for Filing Grievances.

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

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

18.03. Procedure for Adjusting Grievances.

All grievances shall be adjusted exclusively in the following manners:

1. It is mutually agreed between the parties that the speedy resolution of grievances is in the best interests of the employees and the Employer. For that reason, the parties have created the following grievance procedure which encourages the employee to first talk to his/her supervisor when questions, problems, complaints or disputes arise, and encourages the resolution of grievances at the lowest possible levels and provides for a quick and fair resolution of problems and disputes.

The employee may, within three (3) working days of the incident or circumstance giving rise to the dispute, take the matter up with his/her immediate supervisor. The employee has the full right to and involvement of the Shop Steward in this step. Settlements reached at this level shall be considered non-precedential, unless the Employer and the Union Representative agree that the settlement shall be reduced to writing and may be used as a precedent in the future.

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

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

3. **BOARD OF ADJUSTMENT.** Any unresolved grievance shall be reduced to writing and scheduled for hearing by a Board of Adjustment within 15 calendar days of the filing of the grievance. The Board of Adjustment shall be comprised of not more than two (2) representatives

of the Employer and two (2) representatives of the Union. For the purpose of attempting to resolve grievances prior to arbitration, the parties, at any meeting prior to the Board of Adjustment hearing and at that hearing, shall make full disclosure to each other of all facts and evidence then known to them which bear on the grievance. A decision concurred in by a majority of the members of the Board shall be considered final and binding on all parties. If a majority cannot agree to a decision, the company shall give its decision on the grievance within five (5) work days after the Board meets.

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

In the event the parties are unable to agree upon an arbitrator within ten (10) days of the appeal to arbitration, the arbitrator shall be chosen by lot from a ten (10) member panel (to be decided upon following the signing of this Agreement), except that either party may strike one (1) arbitrator from the panel for a particular arbitration before drawing by lot. On each anniversary date of the Agreement, either party may strike up to three (3) members of the panel. The parties shall attempt to agree upon replacement members of the panel, but in the event they cannot reach agreement, the required replacements shall be selected through an alternate striking procedure from the Federal Mediation and Conciliation Service arbitration panel. No arbitrator shall be chosen to serve in two (2) consecutive arbitrations unless by mutual consent of the parties. The decision of any arbitrator shall be final and binding upon the parties. An arbitrator shall only have the power and authority to interpret and apply the provisions of this Agreement to the grievance presented, and his decision shall apply only to the issue arising out of the facts of such grievance. The arbitrator shall have no authority to alter, amend, modify, nullify, ignore or add to the provisions of the Agreement either by implication or otherwise. The costs and expense of arbitration shall be shared equally by the parties, except that each party shall bear the expense of its own witnesses and representation at the hearing. Alternatively, by mutual agreement, the parties may submit to an expedited arbitration utilizing an arbitrator selected from the system provided in this Section; however, the parties will not be represented by counsel, ~~and~~ bench decisions will be rendered. These cases will be non-precedent setting.

ARTICLE 19: BANQUETS

19.01. Definition.

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

19.02. Scheduling.

- (a) Banquet Bartenders, Banquet Bar Runners, and Banquet Cocktail Servers will be scheduled by the Employer. Seniority will be taken into consideration when scheduling is done.
- (b) Offsite Catering functions shall be scheduled by the Employer.
- (c) Banquet Core List Servers shall be voluntarily scheduled among themselves for Roll-In Banquet functions before "A" list, Qualified In-House (scheduled for less than 30 hours for the week) and "B" List employees.

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

19.03. Banquet Vacancies.

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

19.04. On-Call Banquet Food Servers and Bartenders.

- (a) The Employer may establish an "A" List, an In-House "A" list, a "B" List and an In-House "B" list for Banquet employees to be used only when staffing requirements exceed the Employer's regular Banquet staff.
- (b) The Employer may determine the number of "A" List, In-House "A" List, "B" List and In-House "B" List Banquet Food Servers, Bartenders, and Cocktail Servers.
- (c) Scheduling will be done by seniority and availability. The order will be "A" List, In-House "A" List, "B" List, and In-House "B" List.

19.05. Meals for Banquet Employees.

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

19.06. Service Charge.

On all banquets, excluding Total Event, the Employer shall pay the traditional service charge of eighty-five and one quarter percent (85 1/4 %) of ~~sixteen~~eighteen percent (~~16~~ 18%) of the total charges for food and beverage (except beverages served from a bar) to Food Servers and Captains who work the function, who shall receive equal shares of the service charge. The Employer shall pay a service charge of eighty-five and one quarter percent (85 1/4 %) of ~~sixteen~~eighteen percent (~~16~~ 18%) of charges for all banquet bar functions, including hosted or cash, to the Bartenders who actually perform the work of preparing or delivering drinks. The service charge for banquet bar functions shall be separate from the service charges paid to other Banquet employees. All Banquet employees may keep any cash tips from customers. The Employer shall provide to Banquet employees, prior to or during the function, the menu, the number of guests, and the name of the group. If the service charge increases during the duration of this Agreement, the percentage formula shall remain the same.

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

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

19.07. Banquet Minimums.

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

19.08. Setup and Breakdown.

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

19.09. Full Function.

No Banquet Captain eligible for gratuities shall share in the gratuities unless the employee works both set-up and service, or service and breakdown. No Banquet Food Server eligible for gratuities shall share in the gratuities unless the employee works a full function, including set-up and service; provided that, at banquets where clean-up work must be delayed until the conclusion of speeches or a program, only the number of employees sufficient to perform the clean-up work need to be retained, and those employees not retained shall nevertheless share in the gratuities.

ARTICLE 20: PROHIBITION OF STRIKES AND LOCKOUTS

20.01. Strikes.

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

20.02. Action By Union.

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

- (a) Publicly disavow such action by the employees;
- (b) Advise the Employer in writing that such action by employees has not been called or sanctioned by the Union;

(c) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately. Should such employees refuse to follow the Union's direction to cease such activity and return to work within one (1) hour of receipt of such direction, the Union will allow the Employer to take disciplinary action against such employees; and

(d) Provide notices to the Employer to post on the appropriate bulletin board advising that it disapproves such action, and instructing employees to return to work immediately.

20.03. Lockout.

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

20.04. Action By Employer.

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

ARTICLE 21: MANAGEMENT RIGHTS AND RESPONSIBILITIES

21.01. Rights.

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

the final decision, but the employees' proposal will receive full consideration. Any grievance over whether the action of management is contrary to the terms of the Agreement may be taken upon Article 18.

21.02. Rules and Posting.

The Employer may establish and administer reasonable rules, regulations and procedures governing the conduct of employees, provided that such rules, regulations and procedures are not inconsistent with any provisions of the Agreement. The Employer shall make such rules available to employees and the Union upon request so that all employees affected thereby and Union representatives may have an opportunity to become familiar with them. The Employer shall post and maintain any such rules in such places within its establishment so that all employees affected thereby and Union representatives may have an opportunity to become familiar with them. As business demands may dictate changes in company policies and procedures, the Employer will give the Union a 30-day notice of any applicable changes, unless circumstances render such notice impractical, in which case notice will be given as soon as practicable. The reasonableness of any rules, regulations and procedures provided herein is subject to the grievance procedures of this Agreement. The parties agree that all Hotel and Department Rules, policies, procedures and provisions of the Employer in effect at the time of the execution of this Agreement are accepted by the Union as effective and binding.

ARTICLE 22: COURT APPEARANCE AND JURY DUTY

22.01. Court Appearance.

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

22.02. Jury Duty.

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

ARTICLE 23: SUCCESSORSHIP AND SUBCONTRACTING

23.01. Successors and Assigns.

In the event that the Employer sells or assigns his business or in the event that there is a change in the form of ownership, the Employer shall give the Union reasonable advance notice thereof in writing and shall make all payments which are due or shall be due as the date of transfer of the business for wages for employees covered by this Agreement. In addition, the Employer shall be responsible for earned vacation payments for each employee covered by this Agreement.

The Employer further agrees that as a condition to any such sale, assignment or transfer of ownership, he will obtain from successors in interest a written assumption of this Agreement and furnish a copy thereof to the Union.

23.02. Subcontracting.

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

Notwithstanding the foregoing, the Employer may lease space for up to five (5) food and beverage operations, which total includes the present four operations of (1) Johnny Rockets; (2) The Beach; (3) the former "Pearl" location (which is to be converted to a sports bar); and (4) the empty coffee shop location (which is being considered for an Asian theme restaurant). This leaves the Employer with one more non-Union operation, for a total of five operations.

(a) Existing food and beverage outlets will continue in operations at substantially the same number of hours of operations subject to normal seasonal and weather changes.

(b) No employee on the Employer's bargaining unit payroll as of the effective date of such leased restaurant operation will suffer a layoff or reduction in hours as a result of the leased operation.

(c) The employer will notify the Union of its intention to lease space to a restaurant operator and the name and address of the operator within (i) 30 days before the lease is to commence; or (ii) what the contract with the vendor provides; or (iii) the amount of notice that is actually provided in the case of a lease termination. The Employer will provide the requisite notice to the Union within 7 days of the events contemplated in sections (ii) and (iii), whichever occurs sooner. With respect to replacing the departing vendors with new tenants, GSR will notify the Union of the particulars of the replacement tenant within 30 days after GSR and the replacement tenant enter into a valid and binding contract.

(d) The leased food and beverage operation must be independent of the Employer. There shall be no room service or banquet functions of the Hotel serviced from the leased operation.

(e) The Employer will arrange and participate in a meeting with the operator of the leased facility and the Union to determine whether the operator will sign a neutrality/card check agreement acceptable to the Union.

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

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

23.03. Transfer and Sell.

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

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

23.04. Nikki Beach, Pearl, and Dolce.

The tenants previously operating "Nikki Beach," "Pearl," and "Dolce" locations have vacated or are about to vacate the respective premises. New tenants have begun operating the former Nikki Beach location as "The Beach," a non-Union venue. The Union agrees that the tenant may continue so operating "The Beach," without any objections or disputes by the Union. The Employer is considering the opening of a non-Union sports bar and lounge, which would contain food and gambling operations, at the location previously occupied by "Pearl." The Union agrees that the Employer may so operate at the former "Pearl" location without any objections or disputes by the Union.

The Employer is presently in discussions with Charlie Palmer who may assume the "Dolce" location. Such assumption will convert the location from non-Union to Union, which will create approximately 20 new Union positions. The employees working at the new Charlie Palmer location (old "Dolce" location) will be the Employer's employees and will, therefore, be covered under this Agreement. The Employer may make work rules for employees working at Charlie Palmer that are different from the rules applicable to employees in other food and beverage venues, so long as those rules are consistent with this Agreement.

The Union agrees that this Article 23 became effective on June 4, 2009, regardless of the fact that the parties had not yet executed the rest of the Agreement, and that the Employer could

allow the operation of "The Beach" by another tenant without awaiting ratification of the entire Agreement. The Union represents that it has not and will not file an unfair labor practice charge in connection with the operation of "The Beach" pursuant to this paragraph.

ARTICLE 24: TERMINATION

24.01.

The Agreement shall be in full force and effect for eighteen (18) months _____ from June 10, 2009, _____, which is the date when the Union ratified the Agreement. Accordingly, the Agreement shall expire on December 10, 2010, _____.

ARTICLE 25: MISCELLANEOUS ITEMS

25.01. Bakery Reduction in Force.

The Employer has the right to conduct a reduction in force in the Bakery (and even eliminate the bakery altogether) as business needs dictate. The Employer agrees to place the affected Union employees in available positions for which they are qualified, if any, which are open at the time of layoff. To be eligible for placement in these alternative open positions, the employees must require no more than minimal training. The agreement to place employees in alternative positions applies only to the Union employees currently working in the Bakery. Laid-off Bakery employees will have 24-month recall rights in the event the Employer (or its successor) decides to reopen the bakery. These 24-month recall rights extend only with respect to the Bakery employees who are being laid off as a result of the reduction in force in the Bakery (or the Bakery's elimination) and are not precedent-setting or applicable to any other situation. Employees will be recalled to their regular job classification in accordance with their house seniority, provided that they have the qualifications to perform satisfactorily the work available in their regular job classification.

25.02. Change in Room Attendant Credits Calculation.

The necessary daily room credits will be increased from ~~15.16~~ to ~~16.17.5~~. The credit values for the various rooms will be changed as set forth in the schedule attached to this Agreement as Exhibit 4.

25.03. Change in Hours of Starbucks' Operation.

Working hours can be contracted or extended as business requires at the Employer's unilateral discretion because any such determinations are within the Employer's management rights.

25.04. Migration of Late Night Room Service to 2nd Street Express.

The Employer has unilateral discretion to decide from where to provide room service because any such determinations are within the Employer's management rights.

25.05. Closure of Café Sierra During the Graveyard Shift.

The Employer has unilateral discretion whether to have a particular venue open and what the venue's operating hours would be because any such determinations are within the Employer's management rights. The Union shall withdraw its pending unfair labor practice charge in connection with the closure of Café Sierra during the graveyard shift.

25.06. Other Employment.

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

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

25.07. Immigration.

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

A post-introductory employee who is not authorized to work in the United States and whose employment has been terminated for this reason shall be reinstated to his or her former classification without loss of prior seniority if the employee produces proper work authorization within twelve (12) months of the date of termination and shows, to the Employer's satisfaction, that the employee lost his or her work authorization through no fault of the employee.

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

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

25.08. New Classifications.

The Employer may implement a new classification, in Café Sierra and elsewhere, which will be expediter/runner/backserver. The Employer will have the discretion to eliminate the position if practice shows that the position does not add the contemplated value. The position will be paid the equivalent of the pay for front servers at Charlie Palmer--\$6.55 or \$7.55 (effective July 1,

2009), depending on which tier minimum wage applies. Additionally, the Employer may add a wine runner, who will be a Union member and will be compensated at \$8.50 per hour. The Employer expects to hire the employee on a part-time basis, but will have the discretion to vary the employee's schedule from part time to full time as business needs require.

25.09. Snack Cart and Beverage Stations.

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

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

25.10. Wage Freeze/Increase.

~~The wages in effect at the time when the parties execute this Agreement will remain frozen for the duration of this Agreement. This wage freeze also applies to any new classifications that the Employer may implement as provided in the Agreement.~~

As of the end of each calendar year during the term of this Agreement, the Employer's revenues and net operating profit for the preceding 12-month period shall be calculated. Net operating profit for this purpose is defined as revenues less reasonable and necessary operating expenses including cost of goods, labor, rent and overhead (advertising, promotion, utilities, printing, uniforms, property taxes, repairs and maintenance) but does not include interest, taxes, depreciation and amortization. The Union shall be notified in writing of the results of the calculation no later than January 25 of the year following the 12-month period and shall be supplied a copy of the Employer's statement of income and expenses and profit and loss statement for the period covered by the determination, with the statement of income and expenses broken down by month.

If the Employer's net operating profit for the first 12-month period is \$2,000,000.00 or more, then all employees covered by this Agreement shall receive a wage increase of \$0.10 per hour. If the Employer's net operating profit for any part of the subsequent 12-month period is \$2,000,000.00 or more, then all employees covered by this Agreement shall receive a further wage increase of \$0.15 per hour. These increases shall be effective for all hours worked on and after February 1 of the year following the respective 12-month period that produced the increase. All wage increases provided for in this section shall be cumulative.

25.11. Bartender and Cocktail Server Work Rules.

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

IN WITNESS WHEREOF, there parties hereto, by their duly-designated representatives,
have hereunder set their hands this 19th day of November, 2010, in Clark County, Nevada.

EMPLOYER:

UNION:

WORKLIFE FINANCIAL, INC. dba GRAND
SIERRA RESORT AND CASINO

CULINARY WORKERS UNION LOCAL
226

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT 1

*Culinary
Workers Union*

Classification	Pay Rate*
Baker	\$11.45
	\$11.95
	\$12.50
	\$13.00
	\$14.40
	\$15.10
	\$15.70
	\$15.95

Baker's Helper	\$8.70
	\$8.95
	\$9.45
	\$10.45
	\$10.95

Banquet Bar Runner	\$9.20
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Banquet Bartender	\$6.65
	\$11.30

Banquet Captain	\$7.25
	\$7.40
	\$7.70

Bar Helper	\$8.25
	\$8.30
Bar Porter	\$8.25
	\$8.45
Graveyard Pay Rate	\$9.25

* Where these standard rates fall below the applicable minimum wage, the rates have been adjusted accordingly to satisfy Nevada's minimum wage requirements.

Classification	Pay Rate*
Bartender	\$8.00
	\$8.15
	\$8.45
	\$8.60
	\$8.75
	\$8.90
	\$10.25
	\$10.40
	\$10.85
	\$11.00
	\$11.45
	\$11.60
	\$12.05

Bell Dispatch	\$8.70
	\$8.95

Bell Person	\$5.90
	\$6.05
	\$6.20
	\$6.50
	\$6.65
	\$6.80
	\$7.10

Booth Cashier	\$8.45
	\$8.70
	\$8.95
	\$9.20
	\$9.70
	\$10.45
	\$10.95
	\$11.95
	\$12.55
	\$13.00

Classification	Pay Rate*
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* Where these standard rates fall below the applicable minimum wage, the rates have been adjusted accordingly to satisfy Nevada's minimum wage requirements.

Bread Server	\$9.45
	\$9.95

Bus Person	\$6.70
	\$6.95
	\$7.45
	\$7.70
	\$8.20
	\$8.45

Butcher	\$12.55
Cafeteria Aide	\$8.70

Charlie Palmers	
Lead Bartender	\$12.05
Back Server-Fin Fish	\$6.50
Reservationist/Host	\$12.00
Garde Manager (Cook I)	\$11.45
Prep Cook	\$9.45
Line Cook (Cook II)	\$13.00

Cocktail Server	\$5.90
	\$6.05
	\$6.20
	\$6.35
	\$6.50
	\$6.65
	\$6.80
	\$6.95
	\$7.10
Cocktail Server Trainer	\$10.00

* Where these standard rates fall below the applicable minimum wage, the rates have been adjusted accordingly to satisfy Nevada's minimum wage requirements.

Classification	Pay Rate*
Cook I	\$10.75
	\$10.45
	\$10.95
	\$11.45
	\$11.95

Cook II	\$11.45
	\$11.45
	\$12.55
	\$13.00
	\$13.55

Cook's Helper	\$7.95
	\$8.20
	\$8.70
	\$9.45
	\$9.70
	\$10.45

Dishwasher	\$7.70
	\$7.95
	\$8.20
	\$8.95
	\$9.20
	\$9.45
	\$9.95

Event Porter	\$8.70
	\$8.95
	\$9.45
	\$9.70
	\$10.45
	\$10.95

*Cook's Helper -
Bang and Staff
is offered between 12-15
per hour*

* Where these standard rates fall below the applicable minimum wage, the rates have been adjusted accordingly to satisfy Nevada's minimum wage requirements.

Classification	Pay Rate*
Food & Beverage Cashier	\$8.45
	\$8.95
	\$8.95
	\$10.45
	\$10.45
	\$11.45

Food Runner	\$7.00
	\$7.20
	\$7.45
	\$9.20

Food Server	\$5.90
	\$6.05
	\$6.20
	\$6.35
	\$6.50
	\$6.65
	\$6.80
	\$7.10
	\$7.25
	\$7.40
Garveyard-Café Sierra	\$10.00
Sidewalk Café	\$10.00
Guest Room Attendant	\$8.20
	\$8.45
	\$8.70
	\$8.95
	\$9.20
	\$9.45
	\$9.70
	\$10.45

* Where these standard rates fall below the applicable minimum wage, the rates have been adjusted accordingly to satisfy Nevada's minimum wage requirements.

Classification	Pay Rate*
Host	\$7.95
	\$8.20
	\$8.45
	\$8.70
	\$9.20
	\$9.45
	\$9.95
	\$10.95
Laundry I	\$7.45
	\$7.70
	\$8.20
	\$8.45
	\$8.95
	\$9.70

Laundry II	\$8.20
	\$8.45
	\$8.70
	\$8.95
	\$9.45
	\$9.70
	\$10.45

Laundry III	\$9.95
	\$10.95

Lead Event Porter	\$10.45
	\$11.95
Lead Host	\$10.95
	\$11.45
	\$12.55

* Where these standard rates fall below the applicable minimum wage, the rates have been adjusted accordingly to satisfy Nevada's minimum wage requirements.

Classification	Pay Rate*
Liquor Room Attendant	\$8.95
	\$9.20
	\$9.70

Porter	\$7.70
	\$7.95
	\$8.95
	\$9.20
	\$9.45
	\$9.70
	\$9.95

Rescue Wine Bar Host/Server	\$14.00
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Saucier	\$13.55
	\$14.20

Scrub Captain	\$6.70
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Seamstress	\$10.45
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Service Bartender	\$8.60
	\$8.75

Slot Associate	\$6.95
	\$7.20
	\$7.45
	\$7.70
	\$8.20
	\$8.45
	\$9.20
	\$9.45
	\$9.70
	\$9.95

* Where these standard rates fall below the applicable minimum wage, the rates have been adjusted accordingly to satisfy Nevada's minimum wage requirements.

Classification	Pay Rate*
Snack Bar Attendant	\$7.70
	\$7.95
	\$8.20
	\$9.70
Graveyard Attendant	\$8.70
Lead Barista	\$10.00
Lead Attendant	\$10.00
Steward Supervisor	\$10.95
	\$12.55
	\$13.00

Utility Cleaner	\$8.20
	\$8.95
	\$9.45
	\$9.70
	\$10.95

Utility Porter	\$7.95
	\$8.70
	\$9.45
	\$10.45
Graveyard Pah Utility	\$8.95

Slot Tech Wage Chart		
Classification		Pay Rate*
New Hire	70%	\$10.98
Apprentice	75%	\$11.77
After One Year	85%	\$13.34
Slot Tech	90%	\$14.12
After One Year	95%	\$14.91
Slot Tech II	100%	\$15.69

* Where these standard rates fall below the applicable minimum wage, the rates have been adjusted accordingly to satisfy Nevada's minimum wage requirements.

EXHIBIT 2
CHECK-OFF AGREEMENT

1. Pursuant to the Union Security provision of the Agreement between WORKLIFE FINANCIAL, INC. dba GRAND SIERRA RESORT AND CASINO (hereinafter referred to as the "Employer") and the CULINARY WORKERS UNION LOCAL 226 (hereinafter referred to as the "Union"), the Employer, during the term of the Agreement, agrees to deduct each month Union membership dues (including initiation fees, fines and assessments) from the pay of those employees who have authorized such deductions in writing as provided in this Check-Off Agreement. Such membership dues shall be limited to amount levied by the Union in accordance with its Constitution and Bylaws. Deductions shall be made only for those employees who voluntarily submit to the hotel employing them the original or a facsimile of a written authorization in accordance with the "Authorization for Check-Off of Dues" form set forth below. It is the Union's responsibility to provide the employees with this form.

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

PAYROLL DEDUCTION AUTHORIZATION

Date _____

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

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

Signed _____
Social Security No. _____

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

PAYROLL DEDUCTION AUTHORIZATION

Date _____

1. I, the undersigned, a member of _____, hereby request and voluntarily authorize the Employer to deduct from any wages or compensation due me, an amount equal to the regular monthly dues uniformly applicable to members of _____ ("Union") in accordance with the Constitution and Bylaws of the Union.
2. This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending a written notice to both the Employer and _____, by registered mail during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable Check-Off from year to year unless revoked as herein above provided.
3. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Check-Off Agreement.
4. The original or a facsimile of a properly executed Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues which is incomplete or in error will be returned to the Union by the Employer.
5. Check-off deductions under all properly executed Authorization for Check-Off of Dues forms which have been delivered to the Employer on or before the fifteenth (15th) day of any particular month thereafter shall begin with the following calendar month.
6. Deductions shall be made in accordance with the provisions of this Check-Off of Union Membership Dues section, from the pay received on the first payday of each month regardless of the payroll period ending date represented on that payroll check. These provisions for dues deductions shall not apply to Banquet workers.
7. The Employer agrees to make deductions as otherwise provided in this Check-Off of Union Membership Dues section in the case of employees who have returned to work after authorized leave of absence.
8. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Union.
9. The Employer shall remit each month to the designated financial officer of the Union, the amount of deductions made for that particular month, together with a list of employees and their

Social Security numbers, for whom such deductions have been made. The information shall be in computer readable electronic form, in any one of the following media:

1. 3 1/2" diskette in Formatted Text (Space Delimited) format or other electronic format, including thumb/jump drive, CD ROM in Formatted Text (Space Delimited), etc.

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

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

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

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

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

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

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

EXHIBIT 3
POLITICAL ACTION COMMITTEE

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

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

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

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

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

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

EXHIBIT 4
GUEST ROOM CREDITS

		# Rooms	C/O value	S/O value
ACKN	Accessible king	2	1	1
ACQQ	Accessible queen	28	1.25	1
AC	Conference suite	4	2	2
DL	Deluxe	12	2	1.5
KK	King	12	1	1
KN	King non-smoking	156	1	1
KX	King connecting to a p	37	1	1
PQ	Petite suite queen	3	2	2
PS	Petite suite queen	12	2	2
Q1	Single queen	24	1	1
Q1MR	Single queen meeting	10	1	1
QN	Queen no-smoking	600	1.25	1
QQ	Queen	32	1.25	1
QX	Queen connecting to a	25	1.25	1
SL	Sierra	25	2	1.5
TK	Tahoe King	46	1.25	1
WN	Western king non-smoking	49	1.25	1
WQ	Western queen	58	1.25	1
WX	Western king connecting	1	1.25	1
WXQ	Western queening connecting	11	1.25	1
	GRS (Floors 1-16)	1145		

Imperial		22	2	1.25
CX	Connector to Imperial	24	2	1.25
GK	King	160	1.5	1.25
CD	Double queen	289	1.5	1
CK	King	324	1.5	1
LOFT	Loft	22	2	1.25
DM	Diplomat	6	3.5	2
PRAS	Presidential	6	4	2
DELUXE	Deluxe	2	2	1.25
SS	Solarium	3	2	2.25
	Summit (Floors 17-27)	850		
ALL FLOORS	TOTAL ROOMS	1185		

MEMORANDUM OF AGREEMENT

Banquet Captains

Definitions

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

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

Captain is defined as a supervisor to Banquet Servers.

Servers are defined as ~~an employee~~ employees not hired by the Banquet Department as Captain Captains or a-Scrub Captain Captains.

Captain Scheduling

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

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

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

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

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

Work distribution

The Banquet Managers will determine how many Captains are necessary for the day and will schedule Captains unless a Captain has asked for one-half (1/2) day off. If there are not enough

Captain or Server slots to work all Captains that day, Captains will be scheduled by job position seniority.

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

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

Some Captains may not be booked for the day.

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

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

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

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

Pop-up Functions

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

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

Cancellations/Count Drops

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

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

Days Off

Banquet Captains may request days off for the following week commencing on Sunday by writing their requests on the Banquet Manager's calendar prior to Wednesday of the preceding week. Captains may also request up to two (2) one-half (1/2) days off per pay period. Captains will be allowed only additional one-half (1/2) days off with permission from the Captain-scheduling Banquet Manager. Banquet Managers may deny all requests if business warrants.

Gratuity Pooling

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

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

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

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

Multiple Function Pooling

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

Early/Late Captains

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

- Lead Captain will always open. The schedule will be checked so that Captains on breakfast the next day will not close. Captains on singles for the day will arrive at the scheduled time and close the function. If an individual function lasts over six (6) hours and two (2) or more Captains are scheduled on singles, the Captains may split the shift.
- Closing Captains will arrive no later than one (1) hour prior to the meal service.
- If all Captains are on doubles, the closing Captains will be assigned least senior to most senior, excluding the Lead Captain. Only the necessary number of Captains will remain to close.
- The closing Captains will be released from the luncheon function early, if possible.
- There will be one (1) closing Captain per forty (40) Servers.
- The schedule will be re-checked each day to adjust for management changes to the schedule.
- Efforts will be made to adjust the schedule to equal out hours for the day, on the assumption that the Lead Captain will clock in one (1) hour prior to a large party.

Captains scheduled as Servers will be included in the early/late rotation.

Miscellaneous

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

Standard Count Table For Maximum Captains Plus Servers Per Function

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

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

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

Reception	Menu cost per guest non-inclusive	Number of Servers per guest by guarantee	Lead Captains per guest by guarantee
Reception 1	\$100.00 or more	1/25	1/100
2	\$50.00 — 99.99	1/50	1/300
3	\$5.00 — 49.99	1/80	1/600
4	\$0.00 — 499	Server \$ 12.00/hour Count per management	1/1000 All Captains signed up receive \$15.00/hour
Bag lunches over 500 guests	Standard retail	1/80	1/800
Bar only events		Server \$ 12.00/hour	No Captain

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

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

Captain seniority by job classification

	Employee Number
Maria Delgado	54020
Charity Crouch	81894
Rigaberto Reyes	55876
Russell Upton	85599
Ismael Fernandaz	83117
Labarge, Juliette	80783
Colter, Bill	89280
Duey, Leanne	89281
Lopez, Ruben	75327

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

FOR THE EMPLOYER:

**WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT**

By: _____

Its: _____

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: _____

Its: President

By: _____

Its: Secretary-Treasurer

MEMORANDUM OF AGREEMENT
Banquet Food Servers — Work Rules

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between WORKLIFE FINANCIAL, INC. dba GRAND SIERRA RESORT(hereinafter referred to as "Employer") and the CULINARY WORKERS UNION LOCAL 226 (hereinafter referred to as "Union"), and attached to and made a part of the Collective Bargaining Agreement.

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

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13. Any function that is scheduled within seventy-two (72) hours preceding the function shall be considered a pop-up event. Pop-up events will be scheduled by expedient seniority.

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

FOR THE EMPLOYER:

**WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT**

By: _____

Its: _____

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: _____

Its: President

By: _____

Its: Secretary-Treasurer

MEMORANDUM OF AGREEMENT
Scheduling of Banquet Food Servers

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

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

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

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

FOR THE EMPLOYER:

**WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT**

By: _____

Its: _____

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: _____

Its: President

By: _____

Its: Secretary-Treasurer

MEMORANDUM OF AGREEMENT
Coffee Service

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between WORKLIFE FINANCIAL, INC. dba GRAND SIERRA RESORT (hereinafter referred to as "Employer") and the CULINARY WORKERS UNION LOCAL 226 (hereinafter referred to as "Union"), and attached to and made a part of the Collective Bargaining Agreement.

The parties hereby agree to the following terms:

Coffee Service shall be responsible for the following:

1. All bag lunches for under five hundred (500) people;
2. All working lunches;
3. All roll-in Continental Breakfasts;
4. All roll-in Theme Breaks;
5. All Deli lunches for fewer than sixty (60) people;
6. All roll-in breaks that are not full sit-down service, other than receptions and/or pop-ups, which shall continue to be at management's discretion;
7. Coffee Service Department shall have a Coffee Core List of not more than three (3) people. The Core List must be available for the Coffee Department functions before the Banquet Department, and shall be accessed prior to any other crew for scheduling extras.
8. The Coffee Captains (days) and Assistant (afternoons) shall receive the same tip as the rest of the crew.
9. Opportunities for promotion to the supervisory position shall be offered within the Department whenever possible.
10. The Company will make available all equipment necessary for personnel to complete assigned duties and tasks.
11. The Coffee Department is responsible for set-up and break-down of Coffee Department functions.

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

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

FOR THE EMPLOYER:

**WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT**

By: _____

Its: _____

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: _____

Its: President

By: _____

Its: Secretary-Treasurer

SIDE LETTER #1 Slot Techs

After passing a probationary period of three (3) months, all new hires who have past experience of two (2) years or more in the industry (or a similar industry) as a Slot Tech will have the opportunity to take a test for the purpose of determining their skill level. If the employee passes the test, he will become a Slot Tech I when a position becomes available. All new hires with less than two (2) years of experience in the industry (or similar industry) who fail to pass the test must complete a two (2)-year training period as an Apprentice Slot Tech.

After completing two (2) years as a Slot Tech I, the employee will have the opportunity to take a test to determine ~~their~~his/her skill level. If the employee passes the test, he/she will be promoted to a Slot Tech II when a position becomes available.

After passing the probationary period, all new hires that have four (4) years of experience or more in the industry as a Slot Tech will have the opportunity to take a test to determine their skill level. If they pass the Slot Tech II test, they will be promoted to a Slot Tech II when a position becomes available. If they fail the Slot Tech II test, they will have the opportunity to take the Slot Tech I test. If they pass the Slot Tech I test, they will be promoted to a Slot Tech I when a position becomes available.

Testing: It is understood that within the Slot Tech craft there are many areas of specialization. With the exception of general knowledge, the test should be consistent within the realm of the employee's work experience.

The test shall consist of two (2) parts:

1. Written Test. The Company will keep a database of standard questions from relevant manufacturing manuals. A study guide will be provided to the employee no less than sixty (60) days before the test is given. A committee from the Union will work with management for the purpose of instituting changes in the testing based on industry changes and standards. All testing will be standardized.
2. Practical Test. Basic knowledge, validators and progressive units, slot machines, slot system components and ticket printers.

An employee must achieve a combined score of seventy-five percent (75%) in order to have ~~passes~~passed the test.

Testing will be offered to qualified persons when there is a need for additional Slot Techs. Classification seniority dates will be assigned when a bid is awarded. Seniority ranking will be assigned according to classification seniority within the group that has received a passing score on the test. If there is a ten (10)-point difference on a passing score within the test group, the person who has the better score will receive a classification seniority date before the person who has the lesser score, regardless of classification seniority. No additional testing will be given as long as there is a person who has passed the test and has not been awarded a bid within the classification.

Training. The Company will make every effort to provide on-the-job training. Whenever practical, Slot Tech II level employees will assist and help in the training of Slot Tech I employees. Whenever practical, Slot Tech I employees will assist and help in the training of Apprentice Slot Tech employees.

The Company will provide the opportunity for formal training. The Company will pay for classes that are relevant for the enhancement of job duties and advancement in skills as a Slot Tech.

Employees who have superior skills in an area of knowledge will agree to assist in the training of co-workers for up to a two (2)-week period each year. The Company may request an extension of the training period for an additional three (3) weeks if it is shown to be necessary. The forum of training will be determined in discussions between the employee and the Company.

Number of Slot Techs.

Traditional staffing levels of Slot tech H and Slot Tech I positions will be maintained by the Company, unless the Company request a meeting with the Union and can demonstrate a significant change in the business needs to justify the change.

Wages.

New Hire	70%	\$10.49
Apprentice	75%	\$11.24
One (1) year	85%	\$12.74
Slot Tech I	90%	\$13.49
One (1) year	95%	\$14.24
Slot Tech II	100% of	\$14.99

SIDE LETTER #2 INCENTIVE PLAN FOR "BUYING" ROOMS

1. Overtime will be obtained in the order of the following schedule: ~~(1)-a)~~ in advance; ~~(2)-b)~~ same day; ~~(3)-c)~~ buy back (incentive rooms); and, lastly ~~(4)-d)~~ outside of classification.
2. The incentive plan enables Guest Room Attendants to clean additional rooms during their regular eight (8)-hour shift and to receive incentive pay for each additional room cleaned.
3. This plan would be implemented only when Housekeeping is unable to obtain overtime according to the schedule listed in 1 above.
4. A Guest Room Attendant will receive incentive pay in the amount of Six Dollars and Thirty Cents (\$6.30) per room. The room rate will increase annually by the same formula used to reach the original rate of \$6.30.
5. The utilization and/or experience of the incentive plan for "buying" rooms will not result in raising the room cleaning expectations.
6. This plan may be reviewed with the Business Agent three (3) months after implementation.

Purpose

To obtain enough staff to cover any extra room because of (1) inability to obtain overtime in advance or same day overtime, (2) call-ins, and/or (3) unexpected increase in overnight occupancy.

Benefits to the Employee

1. The incentive plan allows the employee to make extra money without having to (a) stay late; (b) incur additional childcare expenses; or (c) worry about finding alternative transportation home.
2. A GRA may elect to "buy" an extra room to clean during her/his regular eight (8)-hour shift and receive incentive pay for it. Or, the GRA may elect to work same-day overtime and complete a room(s) after her/his eight (8)-hour shift and receive regular overtime pay for it. There shall be no pyramiding of "incentive" pay or "buy" rooms and overtime.

Considerations

1. Guest Room Attendants must consistently meet standards in order to "buy" rooms(s). If, at any time, a GRA's performance falls below standards as defined by established room standards and based on room inspections, guest complaints and other evaluative

measurements, and progressive discipline with regard to quality of work is being administered, the GRA will not qualify to "buy" rooms until standards are consistently met for one (1) month.

**This would not necessarily prevent an employee from signing up for regular overtime, but only from doing additional room(s) within an eight (8)-hour period.*

2. No more than three (3) rooms may be "purchased within an eight (8)-hour shift.

Implementation

1. If it is determined that additional same-day help is needed, GRAs will be asked if they wish to "buy" a room(s). This will be done as early as possible after A.M. Room Check (9:30 a.m.).

2. Rooms will be awarded to GRAs on a rotational basis to ensure equitable distribution of same day overtime/incentive pay rooms.

3. If a GRA "buys" a room and cannot complete it during the eight (8)-hour shift and chooses to do it as regular overtime (after the eight (8)-hour shift), she/he may have that option, but must notify her/his supervisor or management.

4. Once the GRA has signed the "Extra Room" form, he/she has agreed to modify his/her work schedule to include the additional rooms. A refusal will count as a turn on the rotational list.

5. If, at DND time, it is determined that we do not need as much additional help as previously thought, the additional room time will be taken away from some GRAs based on rotational lists established.

6. Only after completing sixteen (16) values within his/her (8)-hour shift will a GRA qualify for incentive pay for any additional room cleaned within the same time period.

Internal Procedures

1. Scheduler advises management that additional same day help may be needed.

2. A notice is posted in Housekeeping and/or linen rooms asking if anyone wishes to "buy" a room today if it becomes necessary.

3. A GRA who wishes to "buy" rooms for incentive pay or work overtime for regular overtime pay will complete an "Extra Room" form and return it to his/her supervisor or Housekeeping office prior to 11:00 a.m. A consolidated list of all GRAs who submitted forms will be printed (Extra Room List for Incentive Pay/Overtime Pay).

4. After A.M. Room Check, management will determine how many rooms to "sell."

5. Assistant Housekeepers will report the extra room numbers to the scheduler or the Assistant Housekeeping Administrator. See Form—Extra Room List for Incentive Pay/Overtime Pay. These should be reported after any rooms have been assigned based on the A.M. Room Check.

6. A list of all those who signed up to “buy” a room will be posted in Housekeeping and/or each linen room indicated who has agreed to “buy” rooms that day.

7. Extra rooms will be given after 2:00 p.m. DND check so that GRAs who have less than fifteen (15) rooms will get their replacement rooms first and whatever is left will be distributed to those who opted to buy a room. Initially, if there are not enough rooms to distribute to everyone who opted to buy a room, the lowest seniority will not be awarded rooms. Henceforth, a list will be established allowing rooms to be awarded on a rotational basis.

8. Assistant Housekeepers will notify those who will be buying rooms by returning the “Extra Room” form with room number(s) to the qualified GRAs.

9. To ensure accurate accounting, the GRA activity sheet must indicate the equivalent of sixteen (16) or more values for whoever purchased additional room(s). (Dialing in and out room status.) The Assistant Housekeeper will collect the forms at the end of the shift and verify that the equivalent of sixteen (16) or more values has been cleaned. These papers will be reconciled with the Incentive Pay/Overtime Pay Extra Room List.

10. A list of GRAs qualified to receive incentive pay for that day will be approved by the Director of Housekeeping and submitted to Payroll.

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

FOR THE EMPLOYER:

**WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT**

By: _____

Its: _____

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: _____

Its: President

By: _____

Its: Secretary-Treasurer

**SIDE LETTER #3
LAUNDRY DEPARTMENT**

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

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

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

FOR THE EMPLOYER:

**WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT**

By: _____

Its: _____

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: _____

Its: President _____

By: _____

Its: Secretary-Treasurer _____

SIDE LETTER #4 OVERTIME

Kitchen and Steward

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

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

There will be an equitable distribution of overtime.

The Company will post classification seniority for the affected employees.

Laundry

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

There will be an equitable distribution of overtime.

The Company will post classification seniority for the affected employees.

Porter

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

There will be an equitable distribution of overtime.

The Company will post classification seniority for the affected employees.

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

FOR THE EMPLOYER:

**WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT**

By: _____

Its: _____

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: _____

Its: President

By: _____

Its: Secretary-Treasurer

**SIDE LETTER #5
BELL DEPARTMENT**

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

1. Service Charge for deliveries to guests' room (exclusive of luggage): Bell Persons receive Fifty Cents (\$.50) to deliver an item outside the room (i.e., door knob "goodie" bag) and One Dollars (\$1.00) to deliver an item inside the room. This is a per room delivery, not a per item delivery.
2. Flower Deliveries: Bell Persons are paid Three Dollars (\$3.00) for delivery of flowers from the gift shop. If a guest and/or outside flower company wants flowers delivered to a room, this is treated as a routine front, with no guarantee of gratuity.
3. Newspaper Deliveries: Bell Persons and/or Dispatcher are paid Twenty Cents (\$.20) per paper delivered to the doorstep of the guestroom.
4. Bus Group Service Charge Distributions: Bus groups are usually charged an average of Three Dollars (\$3.00) per person for the deliver/pick-up of luggage. Bell Captains receive fifteen percent (15%) from the total service charge, after which Bell Persons doing the check-in receive sixty percent (60%) of the balance of the service charge, and Bell Persons doing the checkout receive the remaining forty percent (40%). If a service charge is collected for luggage delivery and the Bell Person does not provide the service, the balance of the service charge (after Captain's fifteen percent (~~15%~~)) is retained by the Employer to offset salaries and wages. If the Bell Person carries less than fifty-one percent (51%) of the group, the employee receives One Dollar and Fifty Cents (\$1.50) per person, with fifteen percent (15%) going to the Captain and the balance going to the Employer.
5. Bus Group Assignments: Assignments are made to the low Bell Person based on the "PAX" count, which is a cumulative total of the number of people for which bags were moved. New Bell Persons are averaged in upon their position date. Low Bell Person is low for the shift; however, Captains have the discretions to reassign or change based on last-minute limo runs or other business-related issues.
6. Promotional Events and Complimented. Guests: There is no guaranteed gratuity or service charge for these activities. They are treated as regular Front.
7. Limo Runs: One (1) point is assigned for departures and one (1) point for arrivals, which are accumulated for the duration of employment and tracked on the "limo" board. The lowest point Bell Person on the shift is assigned as many runs as possible during the shift. The second lowest is assigned the next run; however, Captains have discretion to reassign or change based upon last-minute runs and/or Bell Persons not available. New Bell Persons are averaged in upon their position date. Bell Persons are paid an additional Four Dollars (4.00) per hour (above base wage) for limo and other authorized runs. Runs over one (1) hour and five (5) minutes are billed two (2) hours (exclusive of time for gas and maintenance runs). Tips are at

the discretion of the guest; however, for Sales Department VIP transports, "entertainment runs," Employer pays a gratuity to the driver.

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

FOR THE EMPLOYER:

**WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT**

By: _____

Its: _____

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: _____

Its: President

By: _____

Its: Secretary-Treasurer

**SIDE LETTER #6
INVOLUNTARY RELEASE**

Already implemented in Article 7.02.

**SIDE LETTER #7
HOLIDAY PAY**

In the event a pattern of early out request based on illness occurs on holidays, the Union agrees it will meet with the Employer for the purpose of correcting such abuse.

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

FOR THE EMPLOYER:

**WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT**

By: _____

Its: _____

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: _____

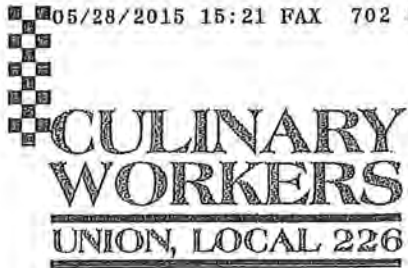
Its: President

By: _____

Its: Secretary-Treasurer

Exhibit B

Exhibit B



Affiliated with UNITE HERE INTERNATIONAL UNION

May 28, 2015

BY FAX

Mr. Larry Montrose
Director of Human Resources
Grand Sierra Resorts
2500 East Second Street
Reno, NV 89595-0002

Dear Mr. Montrose:

Pursuant to the provisions of Article 18 of our Collective Bargaining Agreement, you are hereby notified that a grievance exists concerning a warning notice issued on May 24, 2015 to Gary Schraeder, a Bell Person.

It is the Union's position that this grievance pertains to a violation of Article 6, Section 6.02 and all other pertinent provisions of the Collective Bargaining Agreement. The Grievant denies any wrongdoing that would warrant the warning notice. It is the Union's position that the warning notice was unjustified and should be removed from the Grievant's file.

We are hereby requesting a meeting of a Board of Adjustment with Nico de la Puente as a Board Representative. Please contact Nico de la Puente to schedule this meeting within the time limits set forth in Article 18.

Sincerely yours,

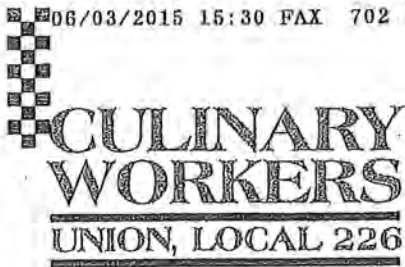
A handwritten signature in cursive script that reads "Jim Bonaventure".

Jim Bonaventure
Administrative Director
Legal Affairs

JB/mg

Copies to: J.T. Thomas
Nico de la Puente
Files





Affiliated with UNITE HERE INTERNATIONAL UNION

June 3, 2015

BY FAX

Mr. Larry Montrose
Director of Human Resources
Grand Sierra Resorts
2500 East Second Street
Reno, NV 89595-0002

Dear Mr. Montrose:

Pursuant to the provisions of Article 18 of our Collective Bargaining Agreement, you are hereby notified that a grievance exists on behalf of the Bell Persons concerning rules and posting and side letter #5.

It is the Union's position that this grievance pertains to violation of Article 21, Section 21.02 and all other pertinent provisions of the Collective Bargaining Agreement. It has come to the Union's attention that the Customer Expectation policy was given to the employees; the Union was given a copy on May 13 which was forwarded and being reviewed but the employees are getting issued discipline on it without the Union approving the policy. It is the Union's position that the above action is in conflict with the Agreement.

We are hereby requesting a meeting of a Board of Adjustment with Nico De La Puente as a Board Representative. Please contact Nico De La Puente to schedule this meeting within the time limits set forth in Article 18.

Sincerely yours,

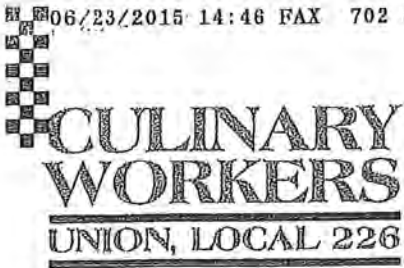
A handwritten signature in cursive script that reads "Jim Bonaventure".

Jim Bonaventure
Administrative Director
Legal Affairs

JB/mg

Copies to: J.T. Thomas
Nico De La Puente
Files





Affiliated with UNITE HERE INTERNATIONAL UNION

June 23, 2015

BY FAX

Mr. Larry Montrose
Director of Human Resources
Grand Sierra Resorts
2500 East Second Street
Reno, Nevada 89595-0002

Dear Mr. Montrose:

Pursuant to the provisions of Article 18 of our Collective Bargaining Agreement, you are hereby notified that a grievance exists on behalf of the Slot Technicians I and II concerning wage scales.

It is the Union's position that this grievance pertains to violation of Exhibit 1 and all other pertinent provisions of the Collective Bargaining Agreement. It has come to the Union's attention that several meetings have taken place to address the issue of bringing wages consistent to \$15.16 for all Slot Tech I and review for back pay differential, it was understood it would take a while to review wages for all the Technicians involved. Several meetings have been set up and cancelled by HR and no definitive answer has been given to resolve the issue. It is the Union's position that the above action is in conflict with the Agreement.

We are hereby requesting a meeting of a Board of Adjustment with Nico De La Puente as a Board Representative. Please contact Nico De La Puente to schedule this meeting within the time limits set forth in Article 18.

Sincerely yours,

A handwritten signature in cursive script that reads "Jim Bonaventure" followed by the initials "JB".

Jim Bonaventure
Administrative Director
Legal Affairs

JB/mg

Copies to: J.T. Thomas
Nico De La Puente
Files



Exhibit C

Exhibit C

CULINARY WORKERS

UNION, LOCAL 226



Affiliated with UNITE HERE INTERNATIONAL UNION

October 1, 2015

BY FAX

Mr. Larry Montrose
Director of Human Resources
Grand Sierra Resorts
2500 E. Second St.
Reno, NV 89595-0002

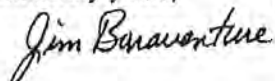
Re: Grand Sierra Resorts, Slot Mechanic I
Wage Scales

Dear Mr. Montrose:

Inasmuch as the grievance concerning the above has not been resolved, you are hereby notified that the Union desires to submit the issue to regular arbitration in accordance with the provisions of Article 18, Section 18.03 of our Collective Bargaining Agreement.

Please get with our attorney, Richard McCracken, 595 Market Street, Suite 1400, San Francisco, CA 94105 to select an arbitrator.

Sincerely yours,



Jim Bonaventure
Administrative Director
Legal Affairs

JB/mg

Copies to: J.T. Thomas
Nico De La Puente
Richard McCracken, Esq.
Files



Exhibit D

Exhibit D

FEDERAL MEDIATION AND CONCILIATION SERVICE
UNITED STATES GOVERNMENT
WASHINGTON, D.C. 20427

10/14/15

LARRY MONTROSE
MEI-GSR HOLDINGS
DBA GRAND SIERRA RESORT
2500 E SECOND STREET
RENO NV 89595

SARAH VARELA
DAVIS COWELL & BOWE LLP
CULINARY WORKERS UNION LOCAL 226
595 MARKET STREET SUITE 1400
SAN FRANCISCO CA 94105

CASE NUMBER: 161014-00135-1
ISSUE: GENERAL-SLOT MECHANIC 1; WAGE SCALES

In response to a request we received from one or both of the above parties, the following panel is submitted for your consideration without regard to questions of contract compliance or arbitrability:

**SARA ADLER ; EDNA E FRANCIS ; JOSEPH F GENTILE ; RONALD HOH ;
JOHN B LAROCCO ; JONATHAN S MONAT ; ROBERT D STEINBERG**

Please use the enclosed form, "Instructions to FMCS," to advise us of the arbitrator you have jointly selected or any additional action required for this case. Once a joint selection has been made, you must notify FMCS of your selection. FMCS is responsible only for the arbitrators it formally appoints. Upon receipt of the enclosed form, FMCS will formally appoint the arbitrator and ask him/her to communicate with you within 14 calendar days to arrange a hearing. If the dispute is settled prior to a hearing, you must notify us, as well as the arbitrator.

You must refer to your collective bargaining agreement for your specific selection process. If your collective bargaining agreement is silent on the manner of selecting arbitrators, the parties may wish to consider any jointly determined method or FMCS will accept: (1) priority ranking; (2) striking; or (3) direct appointment.

If the priority method is used and we receive a priority selection from only one party, the second party will be notified that it has fourteen (14) calendar days to respond, or the first party's selection will be honored, as provided in FMCS Policies and Procedures under Section 1404.12(c)(3).

Requests for a second or subsequent panels will not be honored unless (1) the request is signed by both parties, or (2) the parties' collective bargaining agreement SPECIFICALLY authorizes a unilateral request for a second panel. You must send a copy of the pertinent clause of the agreement that authorizes a unilateral request.

YOU MUST USE THE FMCS CASE NUMBER IN ANY COMMUNICATION TO THE ARBITRATOR OR TO FMCS REGARDING THIS CASE. If you have any questions, please contact me.

Makalah Atkinson, Case Administrator
Phone: (202) 606-5446
FAX: (202) 606-3749

Enclosures
1. Biographical Sketches
2. "Instructions to FMCS" Form

INSTRUCTIONS TO FMCS

Please check one of the 5 instructions below. If these are joint instructions, please certify by signing number 6.

Case Number: 161014-00135-1

Issue: GENERAL-SLOT MECHANIC 1; WAGE SCALES

1. () The parties have mutually selected Arbitrator _____ and request FMCS to appoint this arbitrator to hear this case.
2. () The undersigned designates its priority selections as follows: (Please rank ALL ARBITRATORS submitted to you with NO OMISSIONS, unless permitted by the CBA or applicable law.) If you are using this method, you must provide the CBA language with your submission.

1. _____ 5. _____
2. _____ 6. _____
3. _____ 7. _____
4. _____

3. () We mutually request FMCS to appoint an arbitrator of its choice who is not listed on this or prior panels submitted for this case.
4. () This case has been settled. No further action on the part of FMCS is needed.
5. () This panel is unacceptable. BOTH parties request a new panel. Provide joint signatures below or check box #6 and sign the certification.
- () Payment of \$50.00 is enclosed.
- () Charge \$50.00 to the following credit card (Visa or Master Card only):
- () Visa () Master Card

Name (As it appears on card) _____ Account Number _____ Exp Date _____

Mutually agreed upon special requirements for the new panel: _____

Number of Arbitrators _____ Site of Dispute _____

Employer Representative	Date	Union Representative	Date
LARRY MONTROSE MEI-GSR HOLDINGS DBA GRAND SIERRA RESORT 2500 E SECOND STREET RENO NV 89595 (775) 789-2077		SARAH VARELA DAVIS COWELL & BOWE LLP CULINARY WORKERS UNION LOCAL 226 595 MARKET STREET SUITE 1400 SAN FRANCISCO CA 94105 (415) 597-7200	

6. I certify that both parties have agreed to the above instructions and Appointment Statement and that I am authorized to respond for both parties.

(Signature) _____

Please mail or fax this form to: FMCS, Office of Arbitration Services
2100 K Street, NW
Washington, DC 20427
Fax: (202) 606-3749

APPOINTMENT STATEMENT

The arbitrator you select is an independent contractor whose relationship is solely with the parties to the dispute. Arbitrators on the FMCS roster are subject to certain reporting requirements and to the ethical standards and procedures set forth in the Code of Professional Responsibility for Arbitrators of Labor Management Disputes and FMCS Arbitration Policies and Procedures.

However, under Federal Regulations, FMCS 'has no power to:

- (1) Compel parties to appear before an arbitrator;
- (2) Enforce an agreement to arbitrate;
- (3) Compel parties to arbitrate any issue;
- (4) Influence, alter, or set aside decisions of arbitrators on the Roster; or
- (5) Compel, deny, or modify payment of compensation to an arbitrator.'

A party who is displeased with an arbitrator or his/her decision may or may not have further avenues of redress, but FMCS is in no position to advise or assist parties who would have preferred a different result or who were not happy with the arbitrator. FMCS may note or act upon allegations of violations of the Code or its arbitration policies by arbitrators. While repeated complaints or findings of specific misconduct may result in suspension or removal of an arbitrator from the FMCS roster, FMCS is unable to take any action or provide any guidance that would alter or affect the outcome of an arbitration decision.

Your signature on the Instructions to FMCS form indicates that you understand this appointment statement.

Exhibit E

Exhibit E

DAVIS, COWELL & BOWE, LLP

Counselors and Attorneys at Law

San Francisco

HMO G70002
20152334

February 23, 2016

595 Market Street, Suite 800
San Francisco, California 94105
415.392.7200
Fax 415.392.7700

Via E-mail Only

John B. LaRocco
2001 H Street
Sacramento, CA 95811

*Re: Culinary Workers Union Local 226 and Grand Sierra Resorts
Involving General - Slot Technicians I*

Dear Mr. LaRocco:

The parties have mutually agreed to hold the hearing in this matter on
June 22, 2016 at 9:00 a.m.

The hearing will be held at Grand Sierra Resorts in Reno, NV. Ms.
Hilden's office will notify you of the exact location as the hearing date
approaches. The Union will arrange for a court reporter.

Thank you for your assistance with this matter.

Very truly yours,

Marcie Boyle
Marcie Boyle, Legal Assistant

Robert P. Cowell (CA) (1980)

Philip Paul Rowe (CA) (1984)

Barry J. Nelson (CA) (1984)

McCracken, Sternerman
& Holsberry

cc: Susan Hilden
Jim Bonaventure
J.T. Thomas
Deborah Trujillo

1000 S. Commercial Street, Suite 800
Las Vegas, Nevada 89102
702.486.5100
Fax 702.486.9546

1 3370

2 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
3 IN AND FOR THE COUNTY OF WASHOE
4

5 EDDY MARTEL (also known as MARTEL-
6 RODRIGUEZ), MARY ANNE CAPILLA,
7 JANICE JACKSON-WILLIAMS and
8 WHITNEY VAUGHAN on behalf of
themselves and all others similarly
situated,

Case No. 16-cv-01264

Dept. XIV

9 Plaintiffs,

10 v.

11 HG STAFFING, LLC, MEI-GSR
12 HOLDINGS, LLC d/b/a GRAND SIERRA
13 RESORT, and DOES 1 through 50,
14 inclusive,

Defendants.

15 **[PROPOSED] ORDER RE STIPULATION TO STAY ALL PROCEEDINGS**
16 **And**
17 **TOLL OF THE FIVE-YEAR RULE**

18 THE COURT, having reviewed the Parties' Motion to Stay Proceedings and for
19 Toll of NRCP 41(e) five-year rule, and for good cause showing:

20 IT IS HEREBY ORDERED that all proceedings in the instant action are stayed
21 pending the Supreme Court of Nevada's decision in HG Staffing LLC v. Second
22 Judicial District Court for the State of Nevada in and for the County of Clark (sic), the
23 Honorable Lynne K. Simons, District Court Judge and real parties of interests Martel et
24 al, Supreme Court of Nevada Case No. 79118. (the "Stay Period");
25

26 ///

27 ///

28 ///

- 8 -

STIPULATION TO STAY ALL PROCEEDINGS AND TO TOLL THE FIVE-YEAR RULE PENDING
SUPREME COURT OF NEVADA'S DECISION ON DEFENDANTS' WRIT REQUEST

1 IT IS ALSO HEREBY ORDERED that Defendants pending motions for summary
2 judgment are hereby by withdrawn, without prejudice, and may be renewed upon the
3 Supreme Court of Nevada's decision in HG Staffing LLC v. Second Judicial District
4 Court;

5
6 IT IS ALSO HEREBY ORDERED that the Parties will have fourteen (14) days
7 from the date of the Nevada Supreme Court's decision: (a) whether to entertain
8 Defendants' Writ or (b) issues a decision HG Staffing LLC v. Second Judicial District
9 Court, whichever date is the latter to file a status report with this court;

10
11 IT IS ALSO HEREBY ORDERED that the NRCP 41(e) five-year rule shall be
12 tolled during the Stay period, commencing on July 10, 2019 and ending on the date
13 that the Nevada Supreme Court issues a decision: (a) whether to entertain Defendants'
14 Writ or (b) issues a decision HG Staffing LLC v. Second Judicial District Court,
15 whichever date is later;

16
17 IT IS ALSO HEREBY ORDERED that should the Supreme Court of Nevada's
18 ruling fail to fully dispose of Plaintiffs' claims Parties will have fourteen (14) days from the
19 date of the Nevada Supreme Court's decision to file a Joint NRCP 16.1 Case
20 Conference Report setting forth the Discovery Plan with this Court;

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

THIERMAN BUCK, LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email: info@thiermanbuck.com, www.thiermanbuck.com

1 IT IS ALSO HEREBY ORDERED that the Parties will have thirty (30) days from
2 the date the Joint NRCP 16.1 Case Conference Report is filed to file their Application for
3 Trial Setting.

4 IT IS SO ORDERED.

5
6 Dated this 17th day of July 2019.

7
8
9 
10 LYNNE K. SIMONS
11 DISTRICT COURT JUDGE
12
13
14
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28

- 10 -

STIPULATION TO STAY ALL PROCEEDINGS AND TO TOLL THE FIVE-YEAR RULE PENDING
SUPREME COURT OF NEVADA'S DECISION ON DEFENDANTS' WRIT REQUEST

IN THE SUPREME COURT OF THE STATE OF NEVADA

HG STAFFING, LLC; AND MEI-GSR
HOLDINGS, LLC, D/B/A GRAND
SIERRA RESORT,

Petitioners,

vs.

THE SECOND JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA,
IN AND FOR THE COUNTY OF
WASHOE; AND THE HONORABLE
LYNNE K. SIMONS, DISTRICT JUDGE,

Respondents,

and

EDDY MARTEL, A/K/A EDDY
MARTEL-RODRIGUEZ; MARY ANNE
CAPILLA; JANICE JACKSON-
WILLIAMS; AND WHITNEY
VAUGHAN,

Real Parties in Interest.

No. 79118

FILED

MAY 07 2020

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Younky
DEPUTY CLERK

ORDER DENYING PETITION

This is an original petition for a writ of mandamus or prohibition challenging a district court order denying a motion to dismiss unpaid-wage claims.

In *Neville v. Eighth Judicial District Court*, 133 Nev. 777, 406 P.3d 499 (2017), we held, by necessary implication, that exhaustion of administrative remedies is not required before filing an unpaid-wage claim

in district court. The district court therefore correctly denied petitioners' motion to dismiss. Accordingly, we

ORDER the petition DENIED.

Pickering, C.J.
Pickering

Gibbons, J.
Gibbons

Hardesty, J.
Hardesty

Parraguirre, J.
Parraguirre

Stiglich, J.
Stiglich

Cadish, J.
Cadish

Silver, J.
Silver

cc: Hon. Lynne K. Simons, District Judge
Chris Davis
Cohen Johnson Parker Edwards
Susan Heaney Hilden
Thierman Buck LLP
Washoe District Court Clerk

2200
SUSAN HEANEY HILDEN, ESQ.
Nevada Bar No. 5358
shilden@meruelogroup.com
CHRIS DAVIS, ESQ.
Nevada Bar No. 6616
chris.davis@sllasvegas.com
2500 East Second Street
Reno, Nevada 89595
Telephone: (775) 789-5362

Attorneys for Defendants

IN THE SECOND JUDICIAL DISTRICT FOR THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

EDDY MARTEL (also known as MARTEL-
RORIGUEZ), MARY ANNE CAPILLA,
JANICE JACKSON-WILLIAMS and
WHITNEY VAUGHN on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

HG STAFFING, LLC, MEI-GSR HOLDINGS,
LLC d/b/a GRAND SIERRA RESORT, and
DOES 1 through 50, inclusive,

Defendants.

Case No.: CV16-01264

**DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT, OR IN THE
ALTERNATIVE, SUMMARY
ADJUDICATION**

Defendants HG STAFFING LLC, and MEI-GSR HOLDINGS, LLC d/b/a GRAND
SIERRA RESORT (collectively "GSR"), by and through their counsel of record, hereby move,
pursuant to Nev. R. Civ. P. 56, for: (1) summary judgment as to Plaintiff Martel, on grounds that
all of his claims are barred by the two-year statute of limitations; and (2) summary judgment as
to Plaintiff Jackson-Williams on grounds that she failed to exhaust grievance procedures of the
collective bargaining agreement to which she was subject, and also is not entitled to overtime
under that collective bargaining agreement. If the Court declines to grant summary judgment as

1 to either Plaintiff on these grounds, Defendants request summary adjudication on: (1) Plaintiffs'
2 lack of standing to represent union employees in a class action, and (2) Plaintiff Jackson-
3 Williams' Third Cause of Action on grounds that she is not entitled to overtime under NRS
4 608.018.

5 This motion is brought based on the pleadings and papers on file, the attached exhibits,
6 the following Points and Authorities, and any and all argument that may be permitted on a
7 hearing of this matter.

8 **POINTS AND AUTHORITIES**

9 **I. FACTS**

10 **A. Plaintiff Martel Worked His Last Shift On June 12, 2014.**

11 Plaintiffs allege in three separate places in Plaintiffs' Complaint: "Martel was employed
12 from on or about January 25, 2012 through June 12, 2014." Complaint, ¶¶20, 34, 49. Martel's
13 timeclock records show that he clocked in for his final shift at GSR just after midnight on June
14 12, 2014 at 6:10 p.m., and clocked out from his final shift at 12:26 a.m. on June 13, 2014.
15 Exhibit 1, Declaration of Eric Candela.

16 **B. GSR Is A Party To Three Collective Bargaining Agreements, Including The** 17 **Culinary CBA That Covered Plaintiff Jackson-Williams.**

18 GSR is a party to three collective bargaining agreements, including (1) with the Culinary
19 Workers Union Local 226 ("the Culinary CBA"); (2) with the International Union of Operating
20 Engineers Stationary Local No. 39 AFL-CIO ("the Operating Engineers CBA"); and (3) with the
21 International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and
22 Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC LOCAL Union
23 No. 362 ("the IATSE CBA"). Ex. 2, Declaration of Susan Heaney Hilden ("Hilden Dec."), ¶¶2,
24 10-12, and Exs. A, G and H thereto; Ex. 3, Declaration of Larry Montrose ("Montrose Dec."),
25 and Ex. A thereto.

26 Plaintiff Jackson-Williams alleges that she was employed as a guest room attendant from
27 April 2014 through December 2015. Complaint, ¶6. Pursuant to the Culinary CBA, GSR
28 "recognizes the Union as the collective bargaining representative for the Employer's employees .

1 . . working in those job classifications listed in Exhibit 1 attached hereto and made a part of this
2 Agreement.” Ex. 2, Hilden Dec., ¶9 and Ex. A, p. 6 (Article 1.01), pp. 38-45. This includes but
3 is not limited to employees working as baristas, bartenders, cocktail servers, guest room
4 attendants, slot associates, and slot technicians. *Id.* Accordingly, Jackson-Williams was covered
5 by the Culinary CBA. Ex. 3, Montrose Dec., ¶2.

6 Pursuant to the Operating Engineers CBA, GSR recognizes the International Union of
7 Operating Engineers Stationary Local No. 39 AFL-CIO (“the Operating Engineers Union”) as
8 “the exclusive bargaining representative for . . . all draftsmen, carpenters, engineers, locksmiths,
9 painters, upholsterers, certified pool operators and engineering department laborers.” Ex. 2,
10 Hilden Dec., ¶11, Ex. G, p. 1, Article 2.1.

11 Pursuant to the IATSE CBA, GSR recognizes the International Alliance of Theatrical
12 Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its
13 Territories and Canada, AFL-CIO, CLC LOCAL Union No. 362 (“IATSE”) as “the Exclusive
14 collective bargaining representative for . . . all entertainment department employees performing
15 carpentry, electrical, electronic, sound and property work, including stage hands, stage
16 technicians, stage laborers, lounge technicians, convention technicians, spotlight operators and
17 technicians, stage electricians, sound personnel, projectionists, operators of all audio-visual
18 equipment used in connection with the Employer’s entertainment and convention operations and
19 all wardrobe personnel. . . ” Ex. 2, Hilden Dec., ¶12, Ex. H, p. 3, Article 2.1.

20 II. ARGUMENT

21 A. Martel’s Claims Are Time-Barred.

22 In the Court’s June 7, 2019 Order Granting, In Part, And Denying In Part, Motion to
23 Dismiss (“the Order”), the Court found a two-year statute of limitations applies to this case, so
24 that claims accruing prior to June 14, 2014 are barred by the statute of limitations. Order, p. 7, ll.
25 8-10. Because the undisputed evidence – including Martel’s own allegations -- establishes that
26 Martel did not work for GSR from June 14, 2014 forward, GSR is entitled to summary judgment
27 on all of his claims.
28

B. Plaintiff Jackson-Williams' Claims Are Barred for Failing to Exhaust Grievance Procedures of the Culinary CBA, and/or Based On Federal Preemption.

In *Kostecki v. Dominick's Finer Foods, Inc. of Illinois*, 836 N.E.2d 837, 842 (Ill. App. 2005), the Illinois Court of Appeals explained that “[f]ederal labor policy provides that when resolution of a state law claim depends on an analysis of the terms of the agreement, the claim must either be arbitrated as required by the collective bargaining agreement or dismissed as preempted under section 301 of the Labor Management Relations Act (29 U.S.C. § 185(a) (2000)), which grants federal district courts exclusive jurisdiction over disputes involving collective bargaining agreements.” *See Also Allis-Chalmers Corp. v. Lueck*, 471 U.S. 202, 210–20 (1985) (“state-law rights and obligations that do not exist independently of private [labor] agreements, and that as a result can be waived or altered by agreement of private parties, are preempted by those agreements,” pursuant to Section 301 of the Labor Management Relations Act, and the employee must either “make use of the grievance procedure established in the collective-bargaining agreement” or the employee’s claim must be “dismissed as pre-empted by federal labor-contract law”); *MGM Grand Hotel-Reno, Inc. v. Insley*, 102 Nev. 513, 517, 728 P.2d 821, 824 (1986) (same). The *Kostecki* Court held that claims made under Illinois statutes requiring the payment of wages and/or overtime “arise from the collective bargaining agreement, as the agreement “provides for how overtime pay is to be calculated” and provides “how employees are to be paid” and therefore “a finder of fact would have to interpret the bargaining agreement to determine whether the defendants’ violated” Illinois wage laws. 836 N.E.2d at 844-45. The court affirmed dismissal of the employees’ state law statutory wage claims “because the bargaining agreement set forth a procedure for arbitrating grievances arising from the agreement” and “plaintiffs were required under federal labor policy to arbitrate their claims before seeking judicial relief.” *Id.* at 844.

Plaintiff Jackson-Williams was subject to a collective bargaining agreement that specifies amount, method, and timing of payment of wages and overtime. Ex. 2, Hilden Dec., ¶9 and Ex. A thereto at pp. 9, 15; Ex. 3, Montrose Dec., ¶2. Jackson-Williams’ statutory claims for wages or overtime therefore are *not* independent of the collective bargaining agreement, but are

expressly dependent upon finding a breach of that agreement to maintain those claims. Any claim for breach, however, may only be pursued by the grievance procedures set forth in the collective bargaining agreement. Ex. 2, Hilden Dec., Ex. A, pp. 26-27. Jackson-Williams, however, does not allege that she initiated, much less exhausted, the grievance procedures in the collective bargaining agreement and therefore GSR is entitled to summary judgment on claims. See *Union Pac. R. Co. v. Harding*, 114 Nev. 545, 550, 958 P.2d 87, 90 (1998) (holding complaint was properly dismissed when state law claims were preempted by federal labor law); *Barton v. House of Raeford Farms, Inc.*, 745 F.3d 95, 106-09 (4th Cir. 2014) (holding statutory state-law claim for wages for time spent donning and doffing protective gear, etc. preempted because “any entitlement the plaintiffs have in this case to unpaid wages under the [State] Wages Act must stem from the CBA that governed the terms and conditions of their employment, including their wages”); *Cavallaro v. UMass Mem’l Healthcare, Inc.*, 678 F.3d 1, 8 (1st Cir. 2012) (holding a statutory state-law wage claim was preempted because it relied on the amount of wages provided in the CBA even if those amounts were altered or enlarged by state law); *Mowry v. United Parcel Serv.*, 415 F.3d 1149 (10th Cir. 2005) (holding a state-law wage claim were preempted because the court would have to resolve issues regulated by the CBA such as what work plaintiff performed and when, whether he was paid or underpaid, and the amount of the shortfall to resolve the complaint); *Atchley v. Heritage Cable Vision Associates*, 101 F.3d 495,500 (7th Cir. 1996) (holding that statutory state-law wage claim was pre-empted because the court “must look to the CBA, which properly governs the amount, method, and timing of payment” of wages); *Clee v. MVM, Inc.*, 91 F. Supp. 3d 54, 62–64 (D. Mass. 2015) (holding employees’ statutory wage claims for uncompensated work were pre-empted by federal labor law because they depended on the interpretation of the collective bargaining agreement as to what constituted compensable work and whether the agreement conflicted with state wage law).

C. Plaintiff Jackson-Williams’ Claim For Overtime Is Barred Pursuant to NRS 608.018 Because the CBA Provides Otherwise for Overtime.

In their Third Cause of Action, Plaintiffs seek overtime pursuant to NRS 608.018(1) and (2). Complaint, ¶¶53 -54. NRS 608.018(3), however, provides that the “provisions of

subsections 1 and 2 do not apply to . . . (e) Employees covered by collective bargaining agreements which provide otherwise for overtime. . . .” Plaintiff Jackson-Williams is covered by the Culinary CBA, which provides otherwise for overtime. Ex. 2, Hilden Dec., ¶9 and Ex. A thereto at pp. 9, 15; Ex. 3, Montrose Dec., ¶2. Article 9.01 of the CBA, entitled “WORK SHIFTS, WORKWEEK, AND OVERTIME,” states:

The workweek pay period shall be from Friday through Thursday. For purposes of computing overtime, for an employee scheduled to work five (5) days in one (1) workweek, any hours in excess of eight (8) hours in a day or forty (40) hours in a week shall constitute overtime. For an employee scheduled to work four (4) days in one (1) workweek, any hours worked in excess of ten (10) hours in a day or forty (40) hours in a week shall constitute overtime. . . . Employees absent for personal reasons on one (1) or more of their first five (5) scheduled days of work in their workweek shall work at the Employee’s request on a scheduled day off in the same workweek at straight time.

Ex. 2, Hilden Dec., ¶9 and Ex. A, p. 15. The overtime provision of NRS 608.018, therefore, does *not* apply to Jackson-Williams and Defendants are entitled to summary judgment on her Third Cause of Action for that additional reason. *See Wuest v. California Healthcare W.*, Case No. 3:11-CV-00855-LRH, 2012 WL 4194659, at *5 (D. Nev. Sept. 19, 2012) (holding that overtime guarantees of NRS 608.018 are suspended where the CBA “provides otherwise” for overtime payments—that is, when the CBA contains a negotiated provision on the same subject but different from the statutory provision”); *Jacobs v. Mandalay Corp.*, 378 F. App’x 685, 687 (9th Cir. 2010) (ruling that “section 608.018 exempts from coverage those employees ‘covered by collective bargaining agreements which provide otherwise for overtime’”).

D. Plaintiffs Lack Standing To Represent Union Employees, Who Are Exclusively Represented by Their Respective Unions.

While Plaintiffs exclude employees who “were not covered by a valid and effective collective bargaining agreement” from their alleged “Shift Jamming Class,” they attempt to represent Union members with respect to their other sub-classes. *See* Complaint, ¶54. Union employees included in the sub-classes described in the Complaint include: (1) baristas, bartenders, cocktail servers, room attendants, and slot attendants, who are covered by the collective bargaining agreement with the Culinary Workers Union Local 226 (“the Culinary

1 CBA”); (2) construction workers, who are covered by the collective bargaining agreement with
2 the International Union of Operating Engineers Stationary Local No. 39 AFL-CIO (“the
3 Operating Engineers CBA”); ¹ and (3) technicians, who are covered by the collective bargaining
4 agreement with the International Alliance of Theatrical Stage Employees, Moving Picture
5 Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO,
6 CLC LOCAL Union No. 362 (“the IATSE CBA”). See Ex. 2, Hilden Dec., ¶¶9-12 and Exs. A,
7 G, and H thereto. Plaintiffs, however, may not do so because the employees’ respective Unions
8 are the “exclusive” representative for those employees.

9 Pursuant to 29 U.S.C. § 159(a) (emphasis added):

10 Representatives designated or selected for the purposes of collective bargaining by the
11 majority of the employees in a unit appropriate for such purposes, shall be the **exclusive**
12 **representatives** of all the employees in such unit for the purposes of collective bargaining
13 in respect to rates of pay, **wages**, hours of employment, or other conditions of
14 employment.

15 While employees may pursue grievances over wages individually or in a group, they may only
16 do so if the “bargaining representative has been given opportunity to be present at such
17 adjustment.” *Id.* For that reason, in *Vaca v. Sipes*, 386 U.S. 171, 186, (1967), the United States
18 Supreme Court held that individual workers may step into the union's shoes and represent

19 ¹ While the Culinary CBA is not signed, courts have uniformly held that unsigned drafts of
20 collective bargaining agreements are enforceable. In *Bloom v. Universal City Studios*, 933 F.2d
21 1013, 1991 WL 80602 at *1 (9th Cir. 1991), the Ninth Circuit held that the lack of signatures on
22 collective bargaining agreement was not material when employer continued to treat the CBA as
23 binding and effective and employee pointed to no evidence to the contrary. This ruling has been
24 repeatedly reaffirmed. See *Line Const. Ben. Fund v. Allied Elec. Contractors, Inc.*, 591 F.3d
25 576, 580 (7th Cir. 2010) (holding a “signature to a collective bargaining agreement is not a
26 prerequisite to finding an employer bound to that agreement”); *N.L.R.B. v. Haberman Const.*
27 *Co.*, 618 F.2d 288, 294 (5th Cir. 1980) (holding that “a union and employer's adoption of a labor
28 contract is not dependent on the reduction to writing of their intention to be bound”);
Warehousemen's Union Local No. 206 v. Cont'l Can Co., 821 F.2d 1348, 1350 (9th Cir. 1987)
(explaining that collective bargaining agreement are enforceable “regardless of whether either
party later refuses to sign a written draft”); *N.L.R.B. v. Electra-Food Mach., Inc.*, 621 F.2d 956,
958 (9th Cir. 1980) (holding oral agreement was sufficient to create a binding collective
agreement even though the written agreement was unsigned). As the Culinary Union has
testified in arbitration, the Culinary Union ratified the Culinary CBA on November 17, 2011, and
the parties have recognized and adhered to the Culinary CBA. See Ex. 1, Hilden Dec., ¶¶ 2-7,
and Exs. A-E. Ex. 2, Montrose Dec., ¶¶3-6 and Exs. A-B.

1 themselves or other employees only when the union, as the exclusive representative, has
2 “breached its duty of fair representation in its handling of the employee's grievance.”

3 In *Baker v. IBP, Inc.*, 357 F.3d 685, 690 (7th Cir. 2004), the Seventh Circuit held that
4 where a “suit is at its core about the adequacy of the wages [the employer] pays,” individual
5 employees may not represent union workers in a class action when the Union has not breached
6 its duty of fair representation. The court reasoned that union workers “have a representative—
7 one that under the NLRA is supposed to be ‘exclusive’ with respect to wages” and therefore
8 “Plaintiffs' request to proceed on behalf of a class of all workers shows that they seek to usurp
9 the union's role.” *Id.* at 686, 690.

10 Plaintiffs, likewise, are attempting to usurp the respective unions' roles as the exclusive
11 representatives for their bargaining units by attempting to pursue a class action on behalf of those
12 employees. Plaintiffs therefore lack standing to represent such union employees and their class
13 action claims seeking to do so should be dismissed.

14 III. CONCLUSION

15 Pursuant to the foregoing, this Court should grant GSR's motion for summary judgment:
16 Plaintiff Martel's claims are time barred and Defendants are therefore entitled to summary
17 judgment as to Martel. Plaintiff Jackson-Williams' claims are barred on grounds that she failed
18 to exhaust grievance procedures of the collective bargaining agreement to which she was subject,
19 and also is not entitled to overtime under that collective bargaining agreement, and Defendants
20 are therefore also entitled to summary judgment as Jackson-Williams. If the Court declines to
21 grant summary judgment as to either Plaintiff on these grounds, Defendants request summary
22 adjudication on Plaintiffs' lack of standing to represent union employees in a class action, and on
23 Jackson-Williams' Third Cause of Action because she is not entitled to overtime under NRS
24 608.018.

25 ///

26 ///

27 ///

28 ///

AFFIRMATION

Pursuant to NRS 239B.030 and 603A.040

The undersigned does hereby affirm that the preceding document, Defendants' Motion for Summary Judgment, or in the Alternative, Summary Adjudication, in Case Number CV16-01264, does not contain the personal information of any person.

Dated this 9th day of June 2020.

By: /s/ Susan Heaney Hilden
Susan Heaney Hilden Esq., Nevada Bar No. 5358
Attorney for Defendants

PROOF OF SERVICE

CASE NAME: Martel et. al vs. HG Staffing, LLC. at el.
Court: District Court of the State of Nevada
Case No.: CV16-01264

On the date last written below, following document(s) was served as follows:

**DEFENDANTS' MOTION FOR SUMMARY JUDGMENT, OR IN THE
ALTERNATIVE, SUMMARY ADJUDICATION**

_____ by placing an original or true copy thereof in a sealed envelope, with sufficient
postage affixed thereto, in the United States Mail, Las Vegas, Nevada and
addressed to:

 X by using the Court's CM/ECF Electronic Notification System addressed to:

_____ by electronic email addressed to :

_____ by personal or hand/delivery addressed to:

_____ By facsimile (fax) addresses to:

_____ by Federal Express/UPS or other overnight delivery addressed to:

Mark R. Thierman, Esq.

Leah L. Jones, Esq.

THIERMAN|BUCK LAW FIRM

7287 Lakeside Drive

Reno, Nevada 89511

Attorney for Plaintiffs

DATED the 9th day of June 2020.

/s/ Susan Heaney Hilden

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EXHIBIT INDEX

Exhibit	Description	Pages
1	Declaration of Eric Candela with exhibit	18
2	Declaration of Susan Heaney Hilden with exhibits	184
3	Declaration of Larry Montrose with exhibits	90

FILED
Electronically
CV16-01264
2020-06-09 04:27:27 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7917091 : yvilorla

FILED
Electronically
CV16-01264
2019-07-08 03:23:38 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7360531 : csulezic

Exhibit 1

DECLARATION OF ERIC CANDELA

I, Eric Candela, do hereby declare and state as follows:

1. I am a Programmer Analyst for Defendant MEI-GSR Holdings, LLC, d/b/a Grand Sierra Resort ("GSR"). I have personal knowledge of the matters stated herein and can testify thereto.
2. GSR began using the KRONOS timekeeping system on November 4, 2011.
3. I reviewed the KRONOS time records for Plaintiff Eddy Martel.
4. I created the spreadsheet attached as Exhibit A, which shows the actual timeclock punches for Plaintiff Martel during his employment.
5. As reflected in Exhibit A, Plaintiff Martel last clocked in on June 12, 2014 at 6:10 p.m. He last clocked out on June 13, 2014 at 12:26 a.m..

I declare under penalty of that the foregoing Declaration is true and correct.

Executed on July 5, 2019.

/s/ Eric Candela
ERIC CANDELA

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3095399	MARTEL-RODRIGUEZ, EDDY	6/24/2012	6/24/12 18:37	6/25/12 0:17
3095399	MARTEL-RODRIGUEZ, EDDY	6/27/2012	6/27/12 14:58	6/27/12 18:27
3095399	MARTEL-RODRIGUEZ, EDDY	6/27/2012	6/27/12 18:59	6/27/12 23:21
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3095399	MARTEL-RODRIGUEZ, EDDY	6/29/2012	6/29/12 19:05	6/30/12 1:41
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3095399	MARTEL-RODRIGUEZ, EDDY	7/1/2012	7/1/12 18:51	7/2/12 0:06
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3095399	MARTEL-RODRIGUEZ, EDDY	7/4/2012	7/4/12 18:41	7/4/12 23:18
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3095399	MARTEL-RODRIGUEZ, EDDY	7/6/2012	7/6/12 19:20	7/6/12 23:46
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3095399	MARTEL-RODRIGUEZ, EDDY	7/7/2012	7/7/12 18:44	7/8/12 1:55
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3095399	MARTEL-RODRIGUEZ, EDDY	7/18/2012	7/18/12 8:58	7/18/12 13:05
3095399	MARTEL-RODRIGUEZ, EDDY	7/18/2012	7/18/12 13:37	7/18/12 18:24
3095399	MARTEL-RODRIGUEZ, EDDY	7/19/2012	7/19/12 9:01	7/19/12 13:36
3095399	MARTEL-RODRIGUEZ, EDDY	7/19/2012	7/19/12 13:52	7/19/12 18:36
3095399	MARTEL-RODRIGUEZ, EDDY	7/22/2012	7/22/12 15:01	7/22/12 18:27
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3095399	MARTEL-RODRIGUEZ, EDDY	7/23/2012	7/23/12 19:03	7/23/12 22:57
3095399	MARTEL-RODRIGUEZ, EDDY	7/25/2012	7/25/12 18:02	7/25/12 23:06
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3095399	MARTEL-RODRIGUEZ, EDDY	7/28/2012	7/28/12 19:55	7/29/12 1:16

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3095399	MARTEL-RODRIGUEZ, EDDY	8/1/2012	8/1/12 20:05	8/2/12 1:27
3095399	MARTEL-RODRIGUEZ, EDDY	8/2/2012	8/2/12 17:00	8/2/12 19:38
3095399	MARTEL-RODRIGUEZ, EDDY	8/2/2012	8/2/12 20:06	8/3/12 2:28
3095399	MARTEL-RODRIGUEZ, EDDY	8/3/2012	8/3/12 16:56	8/3/12 19:09
3095399	MARTEL-RODRIGUEZ, EDDY	8/3/2012	8/3/12 19:38	8/4/12 1:19
3095399	MARTEL-RODRIGUEZ, EDDY	8/4/2012	8/4/12 17:02	8/4/12 19:20
3095399	MARTEL-RODRIGUEZ, EDDY	8/4/2012	8/4/12 19:50	8/5/12 1:23
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3095399	MARTEL-RODRIGUEZ, EDDY	8/5/2012	8/5/12 19:36	8/6/12 1:06
3095399	MARTEL-RODRIGUEZ, EDDY	8/8/2012	8/8/12 16:58	8/8/12 19:06
3095399	MARTEL-RODRIGUEZ, EDDY	8/8/2012	8/8/12 19:37	8/9/12 1:20
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3095399	MARTEL-RODRIGUEZ, EDDY	8/11/2012	8/11/12 18:25	8/11/12 23:20
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3095399	MARTEL-RODRIGUEZ, EDDY	8/12/2012	8/12/12 18:35	8/13/12 1:04
3095399	MARTEL-RODRIGUEZ, EDDY	8/15/2012	8/15/12 15:01	8/15/12 18:37
3095399	MARTEL-RODRIGUEZ, EDDY	8/15/2012	8/15/12 19:12	8/15/12 23:43
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3095399	MARTEL-RODRIGUEZ, EDDY	8/16/2012	8/16/12 18:30	8/16/12 23:57
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3095399	MARTEL-RODRIGUEZ, EDDY	8/18/2012	8/18/12 14:54	8/18/12 15:40
3095399	MARTEL-RODRIGUEZ, EDDY	8/18/2012	8/18/12 17:02	8/18/12 18:59
3095399	MARTEL-RODRIGUEZ, EDDY	8/18/2012	8/18/12 19:27	8/19/12 1:30
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3095399	MARTEL-RODRIGUEZ, EDDY	8/23/2012	8/23/12 17:21	8/24/12 0:12
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3095399	MARTEL-RODRIGUEZ, EDDY	8/28/2012	8/28/12 19:45	8/29/12 0:10
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3095399	MARTEL-RODRIGUEZ, EDDY	8/29/2012	8/29/12 21:45	8/30/12 0:53
3095399	MARTEL-RODRIGUEZ, EDDY	8/30/2012	8/30/12 17:38	8/30/12 19:02
3095399	MARTEL-RODRIGUEZ, EDDY	8/30/2012	8/30/12 19:30	8/31/12 0:47
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3095399	MARTEL-RODRIGUEZ, EDDY	8/31/2012	8/31/12 18:41	8/31/12 23:27
3095399	MARTEL-RODRIGUEZ, EDDY	9/1/2012	9/1/12 15:00	9/1/12 18:14
3095399	MARTEL-RODRIGUEZ, EDDY	9/1/2012	9/1/12 18:45	9/1/12 23:31
3095399	MARTEL-RODRIGUEZ, EDDY	9/2/2012	9/2/12 16:54	9/2/12 18:04
3095399	MARTEL-RODRIGUEZ, EDDY	9/2/2012	9/2/12 18:35	9/2/12 23:53

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3095399	MARTEL-RODRIGUEZ, EDDY	9/7/2012	9/7/12 18:38	9/8/12 0:58
3095399	MARTEL-RODRIGUEZ, EDDY	9/8/2012	9/8/12 17:47	9/8/12 20:38
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3095399	MARTEL-RODRIGUEZ, EDDY	9/16/2012	9/16/12 20:37	9/17/12 2:08
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3095399	MARTEL-RODRIGUEZ, EDDY	9/22/2012	9/22/12 18:00	9/22/12 21:44
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3095399	MARTEL-RODRIGUEZ, EDDY	9/23/2012	9/23/12 20:51	9/24/12 2:08
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3095399	MARTEL-RODRIGUEZ, EDDY	9/26/2012	9/26/12 21:12	9/26/12 23:42
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3095399	MARTEL-RODRIGUEZ, EDDY	9/29/2012	9/29/12 18:00	9/29/12 22:07
3095399	MARTEL-RODRIGUEZ, EDDY	9/29/2012	9/29/12 22:36	9/30/12 2:28
3095399	MARTEL-RODRIGUEZ, EDDY	9/30/2012	9/30/12 18:01	9/30/12 20:32
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3095399	MARTEL-RODRIGUEZ, EDDY	10/5/2012	10/5/12 20:33	10/6/12 2:03
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3095399	MARTEL-RODRIGUEZ, EDDY	10/7/2012	10/7/12 18:00	10/7/12 19:36
3095399	MARTEL-RODRIGUEZ, EDDY	10/7/2012	10/7/12 20:03	10/8/12 1:19
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3095399	MARTEL-RODRIGUEZ, EDDY	10/14/2012	10/14/12 21:03	10/15/12 2:02
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3095399	MARTEL-RODRIGUEZ, EDDY	10/19/2012	10/20/12 0:17	10/20/12 7:50
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3095399	MARTEL-RODRIGUEZ, EDDY	10/26/2012	10/26/12 18:05	10/26/12 21:32
3095399	MARTEL-RODRIGUEZ, EDDY	10/26/2012	10/26/12 22:03	10/27/12 2:27
3095399	MARTEL-RODRIGUEZ, EDDY	10/27/2012	10/27/12 18:12	10/27/12 21:26
3095399	MARTEL-RODRIGUEZ, EDDY	10/27/2012	10/27/12 21:53	10/28/12 2:04
3095399	MARTEL-RODRIGUEZ, EDDY	10/28/2012	10/28/12 18:05	10/28/12 20:43
3095399	MARTEL-RODRIGUEZ, EDDY	10/28/2012	10/28/12 21:12	10/29/12 2:10
3095399	MARTEL-RODRIGUEZ, EDDY	11/2/2012	11/2/12 17:59	11/2/12 22:04
3095399	MARTEL-RODRIGUEZ, EDDY	11/2/2012	11/2/12 22:38	11/3/12 2:07
3095399	MARTEL-RODRIGUEZ, EDDY	11/3/2012	11/3/12 18:04	11/3/12 21:24
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3095399	MARTEL-RODRIGUEZ, EDDY	11/4/2012	11/4/12 20:58	11/5/12 1:36

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3095399	MARTEL-RODRIGUEZ, EDDY	11/9/2012	11/9/12 21:04	11/10/12 2:55
3095399	MARTEL-RODRIGUEZ, EDDY	11/13/2012	11/13/12 18:44	11/13/12 21:21
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3095399	MARTEL-RODRIGUEZ, EDDY	11/15/2012	11/15/12 22:57	11/15/12 23:11
3095399	MARTEL-RODRIGUEZ, EDDY	11/15/2012	11/15/12 23:41	11/16/12 7:26
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3095399	MARTEL-RODRIGUEZ, EDDY	11/18/2012	11/18/12 17:57	11/18/12 19:48
3095399	MARTEL-RODRIGUEZ, EDDY	11/18/2012	11/18/12 20:19	11/19/12 2:07
3095399	MARTEL-RODRIGUEZ, EDDY	11/22/2012	11/22/12 16:59	11/22/12 20:03
3095399	MARTEL-RODRIGUEZ, EDDY	11/22/2012	11/22/12 20:36	11/23/12 1:28
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3095399	MARTEL-RODRIGUEZ, EDDY	11/24/2012	11/24/12 22:57	11/25/12 2:25
3095399	MARTEL-RODRIGUEZ, EDDY	11/25/2012	11/25/12 17:56	11/25/12 20:02
3095399	MARTEL-RODRIGUEZ, EDDY	11/25/2012	11/25/12 20:31	11/26/12 1:31
3095399	MARTEL-RODRIGUEZ, EDDY	11/27/2012	11/27/12 18:44	11/27/12 23:25
3095399	MARTEL-RODRIGUEZ, EDDY	12/1/2012	12/1/12 18:00	12/1/12 21:24
3095399	MARTEL-RODRIGUEZ, EDDY	12/1/2012	12/1/12 21:55	12/2/12 3:17
3095399	MARTEL-RODRIGUEZ, EDDY	12/2/2012	12/2/12 17:57	12/2/12 20:26
3095399	MARTEL-RODRIGUEZ, EDDY	12/2/2012	12/2/12 20:57	12/3/12 1:43
3095399	MARTEL-RODRIGUEZ, EDDY	12/9/2012	12/9/12 15:44	12/9/12 18:14
3095399	MARTEL-RODRIGUEZ, EDDY	12/9/2012	12/9/12 18:43	12/9/12 23:18
3095399	MARTEL-RODRIGUEZ, EDDY	12/18/2012	12/18/12 18:03	12/18/12 19:02
3095399	MARTEL-RODRIGUEZ, EDDY	12/18/2012	12/18/12 19:31	12/19/12 2:00
3095399	MARTEL-RODRIGUEZ, EDDY	12/21/2012	12/21/12 22:54	12/21/12 23:12
3095399	MARTEL-RODRIGUEZ, EDDY	12/21/2012	12/21/12 23:44	12/22/12 7:40
3095399	MARTEL-RODRIGUEZ, EDDY	12/23/2012	12/23/12 6:57	12/23/12 11:11
3095399	MARTEL-RODRIGUEZ, EDDY	12/23/2012	12/23/12 11:36	12/23/12 15:24
3095399	MARTEL-RODRIGUEZ, EDDY	12/24/2012	12/24/12 17:55	12/25/12 2:00
3095399	MARTEL-RODRIGUEZ, EDDY	12/25/2012	12/25/12 18:00	12/25/12 19:28
3095399	MARTEL-RODRIGUEZ, EDDY	12/25/2012	12/25/12 19:52	12/26/12 1:18
3095399	MARTEL-RODRIGUEZ, EDDY	12/27/2012	12/27/12 16:27	12/28/12 1:41
3095399	MARTEL-RODRIGUEZ, EDDY	12/28/2012	12/28/12 22:58	12/28/12 23:08
3095399	MARTEL-RODRIGUEZ, EDDY	12/28/2012	12/28/12 23:44	12/29/12 7:40
3095399	MARTEL-RODRIGUEZ, EDDY	12/30/2012	12/30/12 9:04	12/30/12 11:50
3095399	MARTEL-RODRIGUEZ, EDDY	12/30/2012	12/30/12 12:22	12/30/12 16:39
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3095399	MARTEL-RODRIGUEZ, EDDY	12/31/2012	12/31/12 20:18	12/31/12 23:16
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3095399	MARTEL-RODRIGUEZ, EDDY	1/1/2013	1/1/13 16:56	1/1/13 23:57
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3095399	MARTEL-RODRIGUEZ, EDDY	1/6/2013	1/6/13 13:25	1/6/13 15:21

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3095399	MARTEL-RODRIGUEZ, EDDY	1/12/2013	1/12/13 12:45	1/12/13 15:04
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3095399	MARTEL-RODRIGUEZ, EDDY	1/14/2013	1/14/13 19:40	1/15/13 0:30
3095399	MARTEL-RODRIGUEZ, EDDY	1/15/2013	1/15/13 15:59	1/15/13 18:41
3095399	MARTEL-RODRIGUEZ, EDDY	1/15/2013	1/15/13 19:35	1/16/13 0:09
3095399	MARTEL-RODRIGUEZ, EDDY	1/19/2013	1/19/13 7:05	1/19/13 11:16
3095399	MARTEL-RODRIGUEZ, EDDY	1/19/2013	1/19/13 11:48	1/19/13 17:00
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3095399	MARTEL-RODRIGUEZ, EDDY	1/21/2013	1/21/13 15:58	1/21/13 19:34
3095399	MARTEL-RODRIGUEZ, EDDY	1/21/2013	1/21/13 20:05	1/22/13 0:11
3095399	MARTEL-RODRIGUEZ, EDDY	1/22/2013	1/22/13 16:57	1/22/13 18:32
3095399	MARTEL-RODRIGUEZ, EDDY	1/22/2013	1/22/13 19:01	1/23/13 0:02
3095399	MARTEL-RODRIGUEZ, EDDY	1/25/2013	1/25/13 18:00	1/25/13 21:05
3095399	MARTEL-RODRIGUEZ, EDDY	1/25/2013	1/25/13 21:35	1/26/13 2:02
3095399	MARTEL-RODRIGUEZ, EDDY	1/26/2013	1/26/13 18:01	1/27/13 2:18
3095399	MARTEL-RODRIGUEZ, EDDY	1/27/2013	1/27/13 18:00	1/27/13 20:43
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3095399	MARTEL-RODRIGUEZ, EDDY	1/29/2013	1/29/13 18:24	1/29/13 20:55
3095399	MARTEL-RODRIGUEZ, EDDY	1/29/2013	1/29/13 21:24	1/30/13 2:01
3095399	MARTEL-RODRIGUEZ, EDDY	2/1/2013	2/1/13 6:59	2/1/13 10:33
3095399	MARTEL-RODRIGUEZ, EDDY	2/2/2013	2/2/13 6:59	2/2/13 11:35
3095399	MARTEL-RODRIGUEZ, EDDY	2/2/2013	2/2/13 12:08	2/2/13 16:25
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3095399	MARTEL-RODRIGUEZ, EDDY	2/3/2013	2/3/13 11:48	2/3/13 15:18
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3095399	MARTEL-RODRIGUEZ, EDDY	2/5/2013	2/5/13 20:58	2/6/13 0:35
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3095399	MARTEL-RODRIGUEZ, EDDY	2/9/2013	2/9/13 12:09	2/9/13 14:07
3095399	MARTEL-RODRIGUEZ, EDDY	2/10/2013	2/10/13 3:54	2/10/13 17:02
3095399	MARTEL-RODRIGUEZ, EDDY	2/12/2013	2/12/13 18:42	2/12/13 20:53
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3095399	MARTEL-RODRIGUEZ, EDDY	2/16/2013	2/16/13 6:57	2/16/13 11:21
3095399	MARTEL-RODRIGUEZ, EDDY	2/16/2013	2/16/13 11:51	2/16/13 17:17
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3095399	MARTEL-RODRIGUEZ, EDDY	2/24/2013	2/24/13 7:00	2/24/13 11:30
3095399	MARTEL-RODRIGUEZ, EDDY	2/24/2013	2/24/13 12:05	2/24/13 15:40

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3095399	MARTEL-RODRIGUEZ, EDDY	2/26/2013	2/26/13 20:10	2/27/13 1:18
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3095399	MARTEL-RODRIGUEZ, EDDY	3/2/2013	3/2/13 11:40	3/2/13 15:42
3095399	MARTEL-RODRIGUEZ, EDDY	3/3/2013	3/3/13 7:09	3/3/13 11:42
3095399	MARTEL-RODRIGUEZ, EDDY	3/3/2013	3/3/13 12:17	3/3/13 15:21
3095399	MARTEL-RODRIGUEZ, EDDY	3/5/2013	3/5/13 18:27	3/5/13 21:12
3095399	MARTEL-RODRIGUEZ, EDDY	3/5/2013	3/5/13 21:41	3/6/13 1:23
3095399	MARTEL-RODRIGUEZ, EDDY	3/9/2013	3/9/13 6:58	3/9/13 11:33
3095399	MARTEL-RODRIGUEZ, EDDY	3/9/2013	3/9/13 12:02	3/9/13 15:24
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3095399	MARTEL-RODRIGUEZ, EDDY	3/16/2013	3/16/13 7:49	3/16/13 12:06
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3095399	MARTEL-RODRIGUEZ, EDDY	3/18/2013	3/18/13 16:03	3/18/13 19:33
3095399	MARTEL-RODRIGUEZ, EDDY	3/18/2013	3/18/13 20:04	3/19/13 0:06
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3095399	MARTEL-RODRIGUEZ, EDDY	3/23/2013	3/23/13 12:00	3/23/13 16:35
3095399	MARTEL-RODRIGUEZ, EDDY	3/24/2013	3/24/13 7:01	3/24/13 10:17
3095399	MARTEL-RODRIGUEZ, EDDY	3/24/2013	3/24/13 10:43	3/24/13 15:42
3095399	MARTEL-RODRIGUEZ, EDDY	3/25/2013	3/25/13 19:17	3/26/13 0:17
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3095399	MARTEL-RODRIGUEZ, EDDY	3/30/2013	3/30/13 10:35	3/30/13 17:04
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3095399	MARTEL-RODRIGUEZ, EDDY	4/3/2013	4/3/13 18:55	4/3/13 23:22
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3095399	MARTEL-RODRIGUEZ, EDDY	4/6/2013	4/6/13 11:39	4/6/13 15:00
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3095399	MARTEL-RODRIGUEZ, EDDY	4/7/2013	4/7/13 10:55	4/7/13 15:29
3095399	MARTEL-RODRIGUEZ, EDDY	4/8/2013	4/8/13 18:56	4/9/13 0:01
3095399	MARTEL-RODRIGUEZ, EDDY	4/9/2013	4/9/13 18:55	4/10/13 0:17
3095399	MARTEL-RODRIGUEZ, EDDY	4/13/2013	4/13/13 6:59	4/13/13 11:07
3095399	MARTEL-RODRIGUEZ, EDDY	4/13/2013	4/13/13 11:41	4/13/13 15:14
3095399	MARTEL-RODRIGUEZ, EDDY	4/14/2013	4/14/13 7:05	4/14/13 15:10
3095399	MARTEL-RODRIGUEZ, EDDY	4/15/2013	4/15/13 19:11	4/16/13 0:00
3095399	MARTEL-RODRIGUEZ, EDDY	4/16/2013	4/16/13 18:54	4/17/13 0:08
3095399	MARTEL-RODRIGUEZ, EDDY	4/19/2013	4/19/13 14:59	4/19/13 19:16
3095399	MARTEL-RODRIGUEZ, EDDY	4/19/2013	4/19/13 19:44	4/19/13 23:06
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3095399	MARTEL-RODRIGUEZ, EDDY	4/21/2013	4/21/13 9:52	4/21/13 12:27
3095399	MARTEL-RODRIGUEZ, EDDY	4/22/2013	4/22/13 19:17	4/23/13 0:11

3095399	MARTEL-RODRIGUEZ, EDDY	4/27/2013	4/27/13 6:58	4/27/13 11:28
3095399	MARTEL-RODRIGUEZ, EDDY	4/27/2013	4/27/13 11:56	4/27/13 17:32
3095399	MARTEL-RODRIGUEZ, EDDY	4/28/2013	4/28/13 7:00	4/28/13 16:00
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3095399	MARTEL-RODRIGUEZ, EDDY	5/1/2013	5/1/13 19:35	5/1/13 23:14
3095399	MARTEL-RODRIGUEZ, EDDY	5/2/2013	5/2/13 18:29	5/2/13 19:34
3095399	MARTEL-RODRIGUEZ, EDDY	5/2/2013	5/2/13 20:04	5/3/13 0:31
3095399	MARTEL-RODRIGUEZ, EDDY	5/4/2013	5/4/13 6:59	5/4/13 10:25
3095399	MARTEL-RODRIGUEZ, EDDY	5/4/2013	5/4/13 10:58	5/4/13 15:33
3095399	MARTEL-RODRIGUEZ, EDDY	5/4/2013	5/4/13 21:07	5/5/13 0:23
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3095399	MARTEL-RODRIGUEZ, EDDY	5/5/2013	5/5/13 19:41	5/5/13 23:09
3095399	MARTEL-RODRIGUEZ, EDDY	5/8/2013	5/8/13 14:56	5/8/13 18:59
3095399	MARTEL-RODRIGUEZ, EDDY	5/8/2013	5/8/13 19:30	5/8/13 22:53
3095399	MARTEL-RODRIGUEZ, EDDY	5/9/2013	5/9/13 18:26	5/9/13 20:55
3095399	MARTEL-RODRIGUEZ, EDDY	5/9/2013	5/9/13 21:21	5/10/13 0:35
3095399	MARTEL-RODRIGUEZ, EDDY	5/11/2013	5/11/13 7:02	5/11/13 14:50
3095399	MARTEL-RODRIGUEZ, EDDY	5/12/2013	5/12/13 14:59	5/12/13 19:14
3095399	MARTEL-RODRIGUEZ, EDDY	5/12/2013	5/12/13 19:49	5/12/13 23:13
3095399	MARTEL-RODRIGUEZ, EDDY	5/15/2013	5/15/13 14:59	5/15/13 18:18
3095399	MARTEL-RODRIGUEZ, EDDY	5/15/2013	5/15/13 18:49	5/15/13 23:00
3095399	MARTEL-RODRIGUEZ, EDDY	5/18/2013	5/18/13 6:56	5/18/13 17:02
3095399	MARTEL-RODRIGUEZ, EDDY	5/19/2013	5/19/13 9:00	5/19/13 11:49
3095399	MARTEL-RODRIGUEZ, EDDY	5/19/2013	5/19/13 12:17	5/19/13 18:08
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3095399	MARTEL-RODRIGUEZ, EDDY	5/21/2013	5/21/13 8:58	5/21/13 15:12
3095399	MARTEL-RODRIGUEZ, EDDY	5/21/2013	5/21/13 15:43	5/21/13 19:22
3095399	MARTEL-RODRIGUEZ, EDDY	5/22/2013	5/22/13 14:57	5/22/13 18:57
3095399	MARTEL-RODRIGUEZ, EDDY	5/22/2013	5/22/13 19:24	5/22/13 23:11
3095399	MARTEL-RODRIGUEZ, EDDY	5/24/2013	5/24/13 9:56	5/24/13 16:36
3095399	MARTEL-RODRIGUEZ, EDDY	5/24/2013	5/24/13 17:03	5/24/13 21:15
3095399	MARTEL-RODRIGUEZ, EDDY	5/25/2013	5/25/13 8:55	5/25/13 12:50
3095399	MARTEL-RODRIGUEZ, EDDY	5/25/2013	5/25/13 13:21	5/25/13 17:07
3095399	MARTEL-RODRIGUEZ, EDDY	5/26/2013	5/26/13 8:57	5/26/13 17:47
3095399	MARTEL-RODRIGUEZ, EDDY	5/27/2013	5/27/13 15:56	5/27/13 20:21
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3095399	MARTEL-RODRIGUEZ, EDDY	5/28/2013	5/28/13 22:13	5/29/13 0:04
3095399	MARTEL-RODRIGUEZ, EDDY	6/1/2013	6/1/13 6:56	6/1/13 12:01
3095399	MARTEL-RODRIGUEZ, EDDY	6/1/2013	6/1/13 12:30	6/1/13 15:58
3095399	MARTEL-RODRIGUEZ, EDDY	6/2/2013	6/2/13 8:56	6/2/13 10:03
3095399	MARTEL-RODRIGUEZ, EDDY	6/2/2013	6/2/13 10:32	6/2/13 17:27
3095399	MARTEL-RODRIGUEZ, EDDY	6/3/2013	6/3/13 15:57	6/3/13 20:13
3095399	MARTEL-RODRIGUEZ, EDDY	6/3/2013	6/3/13 20:46	6/3/13 23:48
3095399	MARTEL-RODRIGUEZ, EDDY	6/4/2013	6/4/13 15:59	6/4/13 19:57
3095399	MARTEL-RODRIGUEZ, EDDY	6/4/2013	6/4/13 20:30	6/5/13 0:02
3095399	MARTEL-RODRIGUEZ, EDDY	6/8/2013	6/8/13 6:57	6/8/13 12:10

3095399	MARTEL-RODRIGUEZ, EDDY	6/8/2013	6/8/13 12:40	6/8/13 15:40
3095399	MARTEL-RODRIGUEZ, EDDY	6/9/2013	6/9/13 8:58	6/9/13 11:51
3095399	MARTEL-RODRIGUEZ, EDDY	6/9/2013	6/9/13 12:25	6/9/13 17:34
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3095399	MARTEL-RODRIGUEZ, EDDY	6/11/2013	6/11/13 20:31	6/12/13 0:22
3095399	MARTEL-RODRIGUEZ, EDDY	6/15/2013	6/15/13 6:58	6/15/13 12:23
3095399	MARTEL-RODRIGUEZ, EDDY	6/15/2013	6/15/13 12:52	6/15/13 15:33
3095399	MARTEL-RODRIGUEZ, EDDY	6/16/2013	6/16/13 9:00	6/16/13 11:33
3095399	MARTEL-RODRIGUEZ, EDDY	6/16/2013	6/16/13 12:04	6/16/13 17:21
3095399	MARTEL-RODRIGUEZ, EDDY	6/17/2013	6/17/13 16:00	6/17/13 20:04
3095399	MARTEL-RODRIGUEZ, EDDY	6/17/2013	6/17/13 20:35	6/18/13 0:23
3095399	MARTEL-RODRIGUEZ, EDDY	6/18/2013	6/18/13 15:53	6/18/13 19:57
3095399	MARTEL-RODRIGUEZ, EDDY	6/18/2013	6/18/13 20:30	6/19/13 0:05
3095399	MARTEL-RODRIGUEZ, EDDY	6/22/2013	6/22/13 6:59	6/22/13 11:16
3095399	MARTEL-RODRIGUEZ, EDDY	6/22/2013	6/22/13 11:48	6/22/13 16:11
3095399	MARTEL-RODRIGUEZ, EDDY	6/23/2013	6/23/13 9:05	6/23/13 11:51
3095399	MARTEL-RODRIGUEZ, EDDY	6/23/2013	6/23/13 12:21	6/23/13 16:33
3095399	MARTEL-RODRIGUEZ, EDDY	6/24/2013	6/24/13 16:00	6/24/13 19:56
3095399	MARTEL-RODRIGUEZ, EDDY	6/24/2013	6/24/13 20:22	6/25/13 0:10
3095399	MARTEL-RODRIGUEZ, EDDY	6/25/2013	6/25/13 16:00	6/25/13 19:47
3095399	MARTEL-RODRIGUEZ, EDDY	6/25/2013	6/25/13 20:19	6/26/13 0:10
3095399	MARTEL-RODRIGUEZ, EDDY	6/29/2013	6/29/13 6:59	6/29/13 11:55
3095399	MARTEL-RODRIGUEZ, EDDY	6/29/2013	6/29/13 12:24	6/29/13 15:16
3095399	MARTEL-RODRIGUEZ, EDDY	6/30/2013	6/30/13 6:59	6/30/13 11:34
3095399	MARTEL-RODRIGUEZ, EDDY	6/30/2013	6/30/13 12:00	6/30/13 15:21
3095399	MARTEL-RODRIGUEZ, EDDY	7/1/2013	7/1/13 16:00	7/1/13 20:09
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3095399	MARTEL-RODRIGUEZ, EDDY	7/2/2013	7/2/13 16:01	7/3/13 0:15
3095399	MARTEL-RODRIGUEZ, EDDY	7/6/2013	7/6/13 6:59	7/6/13 10:58
3095399	MARTEL-RODRIGUEZ, EDDY	7/6/2013	7/6/13 11:27	7/6/13 15:36
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3095399	MARTEL-RODRIGUEZ, EDDY	7/7/2013	7/7/13 13:22	7/7/13 17:38
3095399	MARTEL-RODRIGUEZ, EDDY	7/8/2013	7/8/13 16:29	7/8/13 19:53
3095399	MARTEL-RODRIGUEZ, EDDY	7/8/2013	7/8/13 20:24	7/9/13 0:33
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3095399	MARTEL-RODRIGUEZ, EDDY	7/9/2013	7/9/13 20:27	7/10/13 0:26
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3095399	MARTEL-RODRIGUEZ, EDDY	7/13/2013	7/13/13 9:56	7/13/13 12:08
3095399	MARTEL-RODRIGUEZ, EDDY	7/14/2013	7/14/13 8:57	7/14/13 11:02
3095399	MARTEL-RODRIGUEZ, EDDY	7/14/2013	7/14/13 11:32	7/14/13 17:17
3095399	MARTEL-RODRIGUEZ, EDDY	7/15/2013	7/15/13 15:54	7/15/13 20:18
3095399	MARTEL-RODRIGUEZ, EDDY	7/15/2013	7/15/13 20:43	7/15/13 23:52
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3095399	MARTEL-RODRIGUEZ, EDDY	7/16/2013	7/16/13 23:24	7/17/13 0:08
3095399	MARTEL-RODRIGUEZ, EDDY	7/20/2013	7/20/13 7:23	7/20/13 12:08

3095399	MARTEL-RODRIGUEZ, EDDY	7/20/2013	7/20/13 12:33	7/20/13 15:41
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3095399	MARTEL-RODRIGUEZ, EDDY	7/22/2013	7/22/13 21:31	7/23/13 4:15
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3095399	MARTEL-RODRIGUEZ, EDDY	7/24/2013	7/24/13 15:02	7/24/13 19:27
3095399	MARTEL-RODRIGUEZ, EDDY	7/24/2013	7/24/13 19:54	7/24/13 23:20
3095399	MARTEL-RODRIGUEZ, EDDY	7/26/2013	7/26/13 10:01	7/26/13 16:44
3095399	MARTEL-RODRIGUEZ, EDDY	7/27/2013	7/27/13 6:58	7/27/13 16:38
3095399	MARTEL-RODRIGUEZ, EDDY	7/28/2013	7/28/13 8:53	7/28/13 11:00
3095399	MARTEL-RODRIGUEZ, EDDY	7/28/2013	7/28/13 11:29	7/28/13 18:21
3095399	MARTEL-RODRIGUEZ, EDDY	7/29/2013	7/29/13 15:59	7/29/13 20:14
3095399	MARTEL-RODRIGUEZ, EDDY	7/29/2013	7/29/13 20:47	7/30/13 0:16
3095399	MARTEL-RODRIGUEZ, EDDY	7/30/2013	7/30/13 15:59	7/30/13 22:30
3095399	MARTEL-RODRIGUEZ, EDDY	7/30/2013	7/30/13 23:04	7/31/13 0:18
3095399	MARTEL-RODRIGUEZ, EDDY	8/2/2013	8/2/13 17:04	8/3/13 1:19
3095399	MARTEL-RODRIGUEZ, EDDY	8/3/2013	8/3/13 17:58	8/4/13 4:28
3095399	MARTEL-RODRIGUEZ, EDDY	8/4/2013	8/4/13 17:01	8/4/13 20:38
3095399	MARTEL-RODRIGUEZ, EDDY	8/4/2013	8/4/13 21:05	8/5/13 0:53
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3095399	MARTEL-RODRIGUEZ, EDDY	8/6/2013	8/6/13 16:04	8/7/13 0:13
3095399	MARTEL-RODRIGUEZ, EDDY	8/9/2013	8/9/13 16:04	8/9/13 20:33
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3095399	MARTEL-RODRIGUEZ, EDDY	8/10/2013	8/10/13 22:46	8/11/13 0:00
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3095399	MARTEL-RODRIGUEZ, EDDY	8/17/2013	8/17/13 15:59	8/17/13 19:05
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3095399	MARTEL-RODRIGUEZ, EDDY	8/29/2013	8/29/13 20:03	8/30/13 0:05
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3095399	MARTEL-RODRIGUEZ, EDDY	9/1/2013	9/1/13 14:59	9/1/13 17:52
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3095399	MARTEL-RODRIGUEZ, EDDY	9/3/2013	9/3/13 20:19	9/4/13 3:53

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3095399	MARTEL-RODRIGUEZ, EDDY	9/12/2013	9/12/13 20:31	9/13/13 1:09
3095399	MARTEL-RODRIGUEZ, EDDY	9/15/2013	9/15/13 15:00	9/15/13 19:40
3095399	MARTEL-RODRIGUEZ, EDDY	9/15/2013	9/15/13 20:11	9/15/13 23:13
3095399	MARTEL-RODRIGUEZ, EDDY	9/17/2013	9/17/13 20:29	9/18/13 1:00
3095399	MARTEL-RODRIGUEZ, EDDY	9/18/2013	9/18/13 20:29	9/19/13 0:18
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3095399	MARTEL-RODRIGUEZ, EDDY	9/26/2013	9/26/13 20:31	9/27/13 1:02
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3095399	MARTEL-RODRIGUEZ, EDDY	10/19/2013	10/19/13 19:58	10/20/13 0:03
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3095399	MARTEL-RODRIGUEZ, EDDY	10/27/2013	10/27/13 14:00	10/27/13 22:37
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3095399	MARTEL-RODRIGUEZ, EDDY	11/3/2013	11/3/13 13:57	11/3/13 22:36
3095399	MARTEL-RODRIGUEZ, EDDY	11/5/2013	11/5/13 20:30	11/6/13 0:39
3095399	MARTEL-RODRIGUEZ, EDDY	11/6/2013	11/6/13 20:29	11/7/13 0:30
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3095399	MARTEL-RODRIGUEZ, EDDY	11/14/2013	11/14/13 20:29	11/15/13 0:54
3095399	MARTEL-RODRIGUEZ, EDDY	11/17/2013	11/17/13 14:53	11/17/13 19:55
3095399	MARTEL-RODRIGUEZ, EDDY	11/17/2013	11/17/13 20:24	11/17/13 23:01
3095399	MARTEL-RODRIGUEZ, EDDY	11/19/2013	11/19/13 16:00	11/19/13 16:30
3095399	MARTEL-RODRIGUEZ, EDDY	11/19/2013	11/19/13 20:28	11/20/13 0:30
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3095399	MARTEL-RODRIGUEZ, EDDY	11/21/2013	11/21/13 20:27	11/22/13 0:44
3095399	MARTEL-RODRIGUEZ, EDDY	11/24/2013	11/24/13 14:00	11/24/13 18:19
3095399	MARTEL-RODRIGUEZ, EDDY	11/24/2013	11/24/13 18:46	11/24/13 22:21
3095399	MARTEL-RODRIGUEZ, EDDY	11/26/2013	11/26/13 20:28	11/27/13 0:46
3095399	MARTEL-RODRIGUEZ, EDDY	11/28/2013	11/28/13 20:30	11/29/13 2:05
3095399	MARTEL-RODRIGUEZ, EDDY	11/29/2013	11/29/13 9:46	11/29/13 13:38
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3095399	MARTEL-RODRIGUEZ, EDDY	12/1/2013	12/1/13 13:58	12/1/13 17:52
3095399	MARTEL-RODRIGUEZ, EDDY	12/1/2013	12/1/13 18:17	12/1/13 22:00
3095399	MARTEL-RODRIGUEZ, EDDY	12/3/2013	12/3/13 20:29	12/4/13 0:48
3095399	MARTEL-RODRIGUEZ, EDDY	12/4/2013	12/4/13 20:30	12/5/13 1:18
3095399	MARTEL-RODRIGUEZ, EDDY	12/5/2013	12/5/13 20:29	12/6/13 1:01
3095399	MARTEL-RODRIGUEZ, EDDY	12/8/2013	12/8/13 13:59	12/8/13 17:36
3095399	MARTEL-RODRIGUEZ, EDDY	12/8/2013	12/8/13 18:03	12/8/13 22:06
3095399	MARTEL-RODRIGUEZ, EDDY	12/10/2013	12/10/13 19:30	12/11/13 0:39
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3095399	MARTEL-RODRIGUEZ, EDDY	12/13/2013	12/13/13 23:00	12/14/13 7:30
3095399	MARTEL-RODRIGUEZ, EDDY	12/15/2013	12/15/13 14:00	12/15/13 23:15
3095399	MARTEL-RODRIGUEZ, EDDY	12/17/2013	12/17/13 17:54	12/18/13 0:09
3095399	MARTEL-RODRIGUEZ, EDDY	12/18/2013	12/18/13 18:00	12/19/13 0:16
3095399	MARTEL-RODRIGUEZ, EDDY	12/19/2013	12/19/13 18:00	12/20/13 0:30
3095399	MARTEL-RODRIGUEZ, EDDY	12/20/2013	12/20/13 22:57	12/21/13 7:21
3095399	MARTEL-RODRIGUEZ, EDDY	12/22/2013	12/22/13 15:28	12/22/13 17:15
3095399	MARTEL-RODRIGUEZ, EDDY	12/22/2013	12/22/13 17:37	12/23/13 0:00
3095399	MARTEL-RODRIGUEZ, EDDY	12/24/2013	12/24/13 18:10	12/25/13 0:20
3095399	MARTEL-RODRIGUEZ, EDDY	12/25/2013	12/25/13 17:34	12/26/13 0:17
3095399	MARTEL-RODRIGUEZ, EDDY	12/26/2013	12/26/13 17:02	12/27/13 0:40
3095399	MARTEL-RODRIGUEZ, EDDY	12/27/2013	12/27/13 23:17	12/28/13 7:19
3095399	MARTEL-RODRIGUEZ, EDDY	12/29/2013	12/29/13 14:57	12/29/13 17:39
3095399	MARTEL-RODRIGUEZ, EDDY	12/29/2013	12/29/13 18:22	12/29/13 23:12
3095399	MARTEL-RODRIGUEZ, EDDY	12/31/2013	12/31/13 17:05	1/1/14 1:01
3095399	MARTEL-RODRIGUEZ, EDDY	1/1/2014	1/1/14 20:46	1/2/14 0:15
3095399	MARTEL-RODRIGUEZ, EDDY	1/2/2014	1/2/14 17:02	1/3/14 0:30
3095399	MARTEL-RODRIGUEZ, EDDY	1/3/2014	1/3/14 22:58	1/4/14 7:17
3095399	MARTEL-RODRIGUEZ, EDDY	1/5/2014	1/5/14 15:09	1/5/14 19:15
3095399	MARTEL-RODRIGUEZ, EDDY	1/5/2014	1/5/14 19:46	1/6/14 0:12
3095399	MARTEL-RODRIGUEZ, EDDY	1/7/2014	1/7/14 17:02	1/7/14 19:17
3095399	MARTEL-RODRIGUEZ, EDDY	1/7/2014	1/7/14 19:39	1/8/14 0:15

3095399	MARTEL-RODRIGUEZ, EDDY	1/8/2014	1/8/14 20:39	1/9/14 0:03
3095399	MARTEL-RODRIGUEZ, EDDY	1/9/2014	1/9/14 17:02	1/10/14 1:01
3095399	MARTEL-RODRIGUEZ, EDDY	1/12/2014	1/12/14 14:59	1/12/14 19:49
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3095399	MARTEL-RODRIGUEZ, EDDY	1/14/2014	1/14/14 21:37	1/15/14 0:23
3095399	MARTEL-RODRIGUEZ, EDDY	1/15/2014	1/15/14 17:05	1/16/14 0:31
3095399	MARTEL-RODRIGUEZ, EDDY	1/16/2014	1/16/14 17:07	1/17/14 0:16
3095399	MARTEL-RODRIGUEZ, EDDY	1/19/2014	1/19/14 16:01	1/19/14 19:16
3095399	MARTEL-RODRIGUEZ, EDDY	1/19/2014	1/19/14 19:41	1/20/14 0:46
3095399	MARTEL-RODRIGUEZ, EDDY	1/21/2014	1/21/14 17:02	1/21/14 23:48
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3095399	MARTEL-RODRIGUEZ, EDDY	1/23/2014	1/23/14 16:57	1/23/14 23:40
3095399	MARTEL-RODRIGUEZ, EDDY	1/26/2014	1/26/14 15:04	1/26/14 19:33
3095399	MARTEL-RODRIGUEZ, EDDY	1/26/2014	1/26/14 20:10	1/26/14 23:12
3095399	MARTEL-RODRIGUEZ, EDDY	1/28/2014	1/28/14 18:35	1/29/14 0:01
3095399	MARTEL-RODRIGUEZ, EDDY	1/29/2014	1/29/14 17:01	1/30/14 0:09
3095399	MARTEL-RODRIGUEZ, EDDY	1/30/2014	1/30/14 20:21	1/31/14 0:53
3095399	MARTEL-RODRIGUEZ, EDDY	2/2/2014	2/2/14 14:32	2/2/14 17:43
3095399	MARTEL-RODRIGUEZ, EDDY	2/2/2014	2/2/14 18:22	2/2/14 23:03
3095399	MARTEL-RODRIGUEZ, EDDY	2/4/2014	2/4/14 19:59	2/5/14 0:11
3095399	MARTEL-RODRIGUEZ, EDDY	2/5/2014	2/5/14 21:01	2/6/14 0:47
3095399	MARTEL-RODRIGUEZ, EDDY	2/6/2014	2/6/14 19:57	2/7/14 0:19
3095399	MARTEL-RODRIGUEZ, EDDY	2/9/2014	2/9/14 17:16	2/10/14 0:07
3095399	MARTEL-RODRIGUEZ, EDDY	2/12/2014	2/12/14 16:57	2/13/14 0:22
3095399	MARTEL-RODRIGUEZ, EDDY	2/16/2014	2/16/14 16:03	2/17/14 0:36
3095399	MARTEL-RODRIGUEZ, EDDY	2/17/2014	2/17/14 9:03	2/17/14 13:10
3095399	MARTEL-RODRIGUEZ, EDDY	2/19/2014	2/19/14 17:03	2/20/14 0:01
3095399	MARTEL-RODRIGUEZ, EDDY	2/23/2014	2/23/14 17:10	2/24/14 0:12
3095399	MARTEL-RODRIGUEZ, EDDY	2/26/2014	2/26/14 17:01	2/27/14 0:03
3095399	MARTEL-RODRIGUEZ, EDDY	3/2/2014	3/2/14 16:59	3/3/14 0:12
3095399	MARTEL-RODRIGUEZ, EDDY	3/5/2014	3/5/14 17:03	3/6/14 0:02
3095399	MARTEL-RODRIGUEZ, EDDY	3/9/2014	3/9/14 15:56	3/9/14 23:54
3095399	MARTEL-RODRIGUEZ, EDDY	3/12/2014	3/12/14 17:10	3/13/14 0:09
3095399	MARTEL-RODRIGUEZ, EDDY	3/23/2014	3/23/14 15:59	3/23/14 19:43
3095399	MARTEL-RODRIGUEZ, EDDY	3/23/2014	3/23/14 20:13	3/23/14 23:45
3095399	MARTEL-RODRIGUEZ, EDDY	3/25/2014	3/25/14 18:59	3/26/14 0:00
3095399	MARTEL-RODRIGUEZ, EDDY	3/26/2014	3/26/14 18:54	3/27/14 0:26
3095399	MARTEL-RODRIGUEZ, EDDY	3/30/2014	3/30/14 9:05	3/30/14 13:55
3095399	MARTEL-RODRIGUEZ, EDDY	4/1/2014	4/1/14 19:01	4/2/14 0:10
3095399	MARTEL-RODRIGUEZ, EDDY	4/2/2014	4/2/14 18:58	4/3/14 0:14
3095399	MARTEL-RODRIGUEZ, EDDY	4/3/2014	4/3/14 19:00	4/4/14 0:14
3095399	MARTEL-RODRIGUEZ, EDDY	4/6/2014	4/6/14 15:53	4/6/14 19:34
3095399	MARTEL-RODRIGUEZ, EDDY	4/6/2014	4/6/14 20:03	4/7/14 0:06
3095399	MARTEL-RODRIGUEZ, EDDY	4/8/2014	4/8/14 19:02	4/9/14 0:22
3095399	MARTEL-RODRIGUEZ, EDDY	4/9/2014	4/9/14 18:59	4/10/14 0:33
3095399	MARTEL-RODRIGUEZ, EDDY	4/10/2014	4/10/14 19:02	4/10/14 23:31
3095399	MARTEL-RODRIGUEZ, EDDY	4/13/2014	4/13/14 13:47	4/13/14 19:30

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Transaction # 7360531 : csulezic

Exhibit 2

DECLARATION OF SUSAN HEANEY HILDEN

I, Susan Heaney Hilden, do hereby declare and state as follows:

1. I am Associate General Counsel for the Meruelo Group, LLC. I have held this position since April of 2015. In my position, I provide legal services to MEI-GSR HOLDINGS, LLC d/b/a GRAND SIERRA RESORT ("GSR"). I have personal knowledge of the matters stated herein and can testify thereto.

2. Attached as Exhibit A is a true and correct copy of the document entitled "Collective Bargaining Agreement between Worklife Financial, Inc. dba Grand Sierra Resort and Culinary Workers Union Local 226 2009 2010-20" ("the Culinary CBA"). Though the Culinary CBA has some redlines and is unsigned, as Culinary Union representatives have testified under oath, it was ratified by the Union on November 17, 2011, and it was in effect through March 10, 2018, when a subsequent Culinary CBA was ratified.

3. The Culinary Workers Union Local 226 ("the Culinary Union") filed grievances pursuant to the CBA, and pursued arbitration for grievances that were not resolved to its satisfaction under the CBA. For example, the Culinary Union filed a grievance dated June 23, 2015 regarding compensation of slot technicians. A true and correct copy of the Culinary Union's grievance is attached hereto as Exhibit B. The Culinary Union requested arbitration of this grievance in a letter dated October 1, 2015. A true and correct copy of the Culinary Union's request for arbitration is attached hereto as Exhibit C.

4. I represented GSR in the arbitration for the above-referenced grievance. The arbitration was held on August 25, 2016. Attorney David Barber of Davis, Cowell & Bowe represented the Culinary Union. Attached as Exhibit D are true and correct copies of cited pages of the arbitration transcript, with cited portions circled for ease of reference. The parties designated the CBA as Joint Exhibit 1, and it was admitted into evidence by the arbitrator. Ex. D, p. 3:14-17 (describing Joint Exhibit 1 as "Collective Bargaining Agreement between Worklife Financial, Inc. dba Grand Sierra Resort and Culinary Workers Union Local 226 2010-20 (blank)"; p. 5: 13-18 (arbitrator stating: "We marked some joint exhibits. Joint Exhibit No. 1 is a Collective Bargaining Agreement from 2010 to 20-whatever. . . Of

course, joint exhibits are automatically admitted into evidence.”)

5. During the arbitration, Culinary Union attorney Barber called Nicolaza de la Puente as a witness. Ex D at 16: 10-23. Ms. de la Puente testified that she was the Culinary Union Local 226, representative for Reno, a position she had held for 14 years. *Id.* at 17:7-12. When the Union attorney stated: “Joint Exhibit 1 has already been admitted into evidence. It is the current contract,” and asked if she was present for negotiating the contract, Ms. De la Puente responded, “Yes.” *Id.* at 24:1-25:2. She testified that J.T. (Thomas) was the lead negotiator for the Union. *Id.* at 25:4-5. When asked “when was this current contract ratified?” she responded: “November 17, 2011.” *Id.* at 25:12-14.

6. During the arbitration, Culinary Union attorney Barber called J.T. Thomas, who testified that he was the Director of Legal Affairs for the Culinary Union, had held that position for 8 years, and had been the chief negotiator for the Union on the “current contract.” *Id.* at 53:15– 54:4, 55:21-56:3.

7. Following the arbitration, the Culinary Union submitted a Post-Hearing Brief dated October 24, 2016. A true and correct copy of cited pages of the brief are attached hereto as Exhibit E. In that brief, the Culinary Union stated:

Local 226 has been party to three successive collective-bargaining agreements at the hotel and casino that is now known as the Grand Sierra resort. The first was in effect from 2001 until 2006, when the hotel was known as the Reno Hilton. (Union Exhibit [“UX”]-1.) The second CBA reflected a change in ownership and in the name of the property and ran from 2009 to 2010. (UX-2.) The third and current CBA was ratified on November 17, 2011. (Joint Exhibit [“JX”]-1; Transcript [TR” 25:14.)

Ex. E, pp. 1-2.

8. The arbitrator issued an Opinion and Award of January 3, 2017, ruling in GSR’s favor. A true and correct copy of the Opinion and Award is attached hereto as Exhibit F.

9. Pursuant to the Culinary CBA, GSR “recognizes the Union as the collective bargaining representative for the Employer’s employees . . . working in those job classifications listed in Exhibit I attached hereto and made a part of this Agreement.” Ex. A, p. 6, Article 1.01, and pp. 38-45. This includes but is not limited to employees working as baristas, bartenders, cocktail servers, guest room attendants, slot associates, and slot technicians. *Id.*

10. Additionally, GSR is a party to two other collective bargaining agreements, including one

with the International Union of Operating Engineers Stationary Local No. 39 AFL-CIO (“the Operating Engineers CBA”) and another with the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC LOCAL Union No. 362 (“the IATSE CBA”).

11. A true and correct copy of the Operating Engineers CBA is attached hereto as Exhibit G. The Operating Engineers CBA has been in effect since July 1, 2012. GSR recognizes the International Union of Operating Engineers Stationary Local No. 39 AFL-CIO (“the Operating Engineers Union”) as “the exclusive bargaining representative for . . . all draftsmen, carpenters, engineers, locksmiths, painters, upholsterers, certified pool operators and engineering department laborers.” See, Ex. G, p. 1, Article 2.1.

12. A true and correct copy of the IATSE CBA is attached hereto as Exhibit H. The Operating Engineers CBA has been in effect since July 1, 2012. GSR recognizes the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC LOCAL Union No. 362 (“IATSE”) as “the Exclusive collective bargaining representative for . . . all entertainment department employees performing carpentry, electrical, electronic, sound and property work, including stage hands, stage technicians, stage laborers, lounge technicians, convention technicians, spotlight operators and technicians, stage electricians, sound personnel, projectionists, operators of all audio-visual equipment used in connection with the Employer’s entertainment and convention operations and all wardrobe personnel. . . .” See, Ex. H, p. 3, Article 2.1.

I declare under penalty of that the foregoing Declaration is true and correct.

Executed on July 5, 2019.

/s/ Susan Heaney Hilden
SUSAN HEANEY HILDEN

Exhibit A

Jt. Ex. 1

COLLECTIVE BARGAINING AGREEMENT

between

WORKLIFE FINANCIAL, INC.

dba

GRAND SIERRA RESORT AND CASINO

and

CULINARY WORKERS UNION LOCAL 226

2009-2010-20

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AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20__, by and between Worklife Financial, Inc. dba Grand Sierra Resort and Casino (hereinafter, called the "Employer") and its successors and assigns, and the Culinary Workers Union Local 226 (hereinafter, called the "Union").

WITNESSETH:

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

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

ARTICLE 1: RECOGNITION AND CONTRACT COVERAGES

1.01. Recognition of the Union.

The Employer recognizes the Union as the collective bargaining representative for the Employer's employees working under the Union's jurisdiction at the Employer's facility located at 2500 East Second Street, Reno, Nevada 89595, and working in those job classifications listed in Exhibit 1 attached hereto and made a part of this Agreement. The term "employee" or "employees" as used in this Agreement means all persons directly employed by the Employer within the classifications set forth in Exhibit 1 attached hereto and made a part of this Agreement. The term "employee" or "employees" as used in this Agreement means all persons directly employed by the Employer within the classifications set forth in Exhibit 1, but excluding all other employees and excluding supervisors, as defined in the Labor Management Relations Act as amended. Any classification established by the Employer not listed in Exhibit 1 where the employees perform duties covered by this Agreement shall be a part of this Agreement at a wage rate comparable to related job classifications. If the Union and the Employer cannot agree on the wage rate or the inclusion for any new classification, the issue may be submitted to the grievance procedure. The present practice of the hotel in regard to bargaining unit and non-bargaining unit work will continue, but cannot be expanded unless the Employer meets with the Union and bargains for any changes.

1.02. Masculine Gender.

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

ARTICLE 2: HIRING OF EMPLOYEES

2.01. Hiring Procedure.

Whenever the Employer finds it necessary to hire new employees for vacancies in job classifications covered by this Agreement, the Employer, upon hiring such new employees, shall make available for the Union, on a monthly basis, their names, classifications and wage rates for inclusion into the Union's list of employees represented. In the event the Union has available qualified employees for the job classification within the unit, the Union may furnish the same to the Employer for consideration by the Employer. The Union's selection of applicants for the referral shall be on a nondiscriminatory basis and shall not be based upon, or in any way affected by, membership in the Union or the Union's bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership policies or requirements, or upon an applicant's race, color, religion, sex, age, sexual orientation, or national origin.

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

ARTICLE 3: STATE LAWS

3.01. Invalidity of a Portion of Agreement.

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

3.02. Indemnification.

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

3.03. Check-Off.

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

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

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

ARTICLE 4: UNION REPRESENTATIVES

4.01. Access to Employer Property.

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

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

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

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

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

4.02. Shop Stewards.

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

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

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

4.03. Employee Information.

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

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

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

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

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

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

ARTICLE 5: SALARIES AND WAGES

5.01. Weekly, Payment.

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

5.02. Equal Pay.

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

5.03. Deductions and Donations.

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

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

5.04. Gratuities.

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

(b) When the Employer has special events, sales promotions or other functions where the price charged includes gratuities, the Employer may publish and distribute literature, brochures and tickets for same which contain a notice or statement that gratuities are included in such price. Gratuities, regardless of the amount, signed by a registered hotel guest on the guest's individual hotel check, or by a registered hotel guest or other customer on his individual credit card, shall be paid to the employee in cash either after the end of the shift or immediately prior to the commencement of the employee's next shift; provided that, in the case of gratuities signed on a hotel check, the employee must have followed the Employer's established policy for verifying that the person who signed for the gratuity is a registered hotel guest and is not exceeding his established credit limit. No employee shall solicit gratuities from other employees or guests.

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

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

5.05. Complimented Guests.

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

(b) Complimented Groups. On those occasions when members of a group, which is not a special event as defined in Section 5.04(c), are complimented as a group and not individually,

with food and/or beverages, except as provided in Section 5.04(6), there shall not be any guaranteed gratuity payable by the Employer.

(c) Officers' Checks. Officers' checks and the employees' dining room are exempt from the provisions of ~~Sections~~Section 5.04.

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

5.06. Terminated Employees.

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

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

1. The day on which he would have regularly been paid the wage or compensation;
or
2. Seven (7) days after he quits or resigns, whichever is earlier.

5.07. Health and Welfare.

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

5.08. Superior Worker.

The wage scales in this Agreement are minimum scales and do not prohibit the Employer from paying higher wages. It is specifically agreed that employees compensated at said higher wage rates may be returned to the scales published herein at the sole discretion of the Employer. Employees paid Superior Workmen rates shall have their wages increased by amounts of not less

than the increases in the minimum wage scales as specified in Exhibit 1, attached to and made part of this Agreement, for the classifications in which they are employed.

5.09. Combination Jobs and Cross-Training.

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

Combination of cocktail waitress and slot associate positions. Supervisors will have discretion to act upon their observations concerning floor activity that warrants using the combination position. The combination duties are triggered during any shift/period that is similar to the graveyard shift on a typical Monday, Tuesday or Wednesday shift. The wage rate of the person performing combination duties will be the same as the slot attendant's wage rate. This will not be a new classification. The Employer retains discretion to determine which supervisor will make the decision to trigger the combination duties and who will act as supervisor of the combined duty employee(s).

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

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

ARTICLE 6: DISCHARGE

6.01. Cause for Discharge.

(a) No regular employee, after having completed the probationary period under Section 17, shall be discharged except for just cause. Prior to any discharge for reasons other than dishonesty, willful misconduct, drunkenness, drinking on the job, being under the influence of a controlled substance on duty, unlawful possession of a controlled substance, or using a

controlled substance at any time while on the Employer's premises, unlawful usage in accordance with the Employer's Drug & Alcohol policy, serious improper behavior or discourtesy toward a guest, insubordination, failure to report for work in accordance with the Employer's Attendance policy, walking off the job during a shift, possession of weapons on the Employer's property, and sexual harassment or any other inappropriate harassment of a co-worker or guest, such an employee must be given a written warning and an opportunity to correct the deficiency. The above provisions relating to controlled substances will not apply to medicine lawfully prescribed for the employee using the substance by a licensed physician and used in accordance with the prescription.

Upon the discharge or suspension of any employee for reasons other than dishonesty, the reason therefore shall be given to the employee in writing, and a legible copy thereof shall be mailed or given to the Union within seventy-two (72) hours after the discharge or suspension. When an employee is discharged or suspended for willful misconduct, the notice shall contain the specific conduct or offense deemed by the Employer to constitute willful misconduct. Upon request by the Union, legible copies of all documents relied upon by the Employer in making the discharge or suspension, including copies of any written complaints or reports concerning the employee, either by the customer, an outside agency, or by the Employer's own employees, and copies of any relevant cash register tapes, shall be furnished to the Union within three (3) working days after such request. An employee may not be discharged solely on a basis of verbal complaints by customers. The Union shall furnish the Employer with any statements and/or documents pertinent to the investigation within seventy-two (72) hours of request. The Union will have the right to view copies of videotapes at the hotel during an investigation of a case.

6.02. Warning Notices.

(a) Warning notices issued to employees must specify the events or actions for which the warning is issued. Warning notices shall be issued to employees as soon as possible after the Employer is aware of the event or action for which the warning notice is issued and has a reasonable period of time to investigate the matter, and may be issued by the Employer any time throughout the day, as business allows. All warning notices must be given to employees no later than fifteen (15) days from the occurrence or knowledge of the event which results in the warning, except for ongoing investigations. A legible copy of any written warning notice shall be given to the employee for review by himself and, if desired, to the Union. Legible copies of all documents relied upon by the Employer in issuing the warning notice, including copies of any written complaints or reports concerning the employee, either by a customer, an outside agency or by the Employer's own employees, and copies of any relevant cash register tapes, shall be furnished to the Union within three (3) working days after such request.

The names and addresses of customers who make written complaints against an employee shall be furnished to the Union on request if such are relied on by the Employer as a basis for the warning notice. An employee may not be issued a warning notice solely on the basis of verbal complaints by customers. Warning notices, written customer complaints and reports of outside agencies or the Employer's own security force concerning conduct of an employee (except sexual harassment or any other inappropriate harassment of a co-worker or guest) shall become null and void one (1) year after the date of issuance and may not thereafter be used as a basis for or in support of any subsequent discharge or disciplinary action.

6.03. Final Warning.

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

6.04. Time of Discharge.

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

6.05. Controlled Substance.

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

ARTICLE 7: EARLY SHIFT RELEASE**7.01. Voluntary.**

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

7.02. Involuntary Release.

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

ARTICLE 8: DISCRIMINATION

8.01. Prohibited Discrimination.

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

8.02. Confessions or Statements.

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

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

ARTICLE 9: WORK SHIFTS, WORKWEEK AND OVERTIME

9.01. Shift and Weekly Overtime.

The workweek pay period shall be from Friday through Thursday. For purposes of computing overtime, for an employee scheduled to work five (5) days in one (1) workweek, any hours in excess of eight (8) hours in a day or forty (40) hours in a week shall constitute overtime. For an employee scheduled to work four (4) days in one (1) workweek, any hours worked in excess of ten (10) hours in a day or forty (40) hours in a week shall constitute overtime. Overtime shall be effective and paid only after the total number of hours not worked due to early outs is first subtracted from the total number of hours actually worked per shift, per workweek. Overtime shall not be paid under this Section for more than one (1) reason for the same hours worked. Employees absent for personal reasons on one (1) or more of their first five (5) scheduled days of work in their workweek shall work at the Employer's request on a scheduled day off in the same workweek at straight time. If the Employer anticipates such scheduling, the Employer shall provide five (5) days' advance notice.

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

9.02. Days Off.

The Employer supports the principle of providing its employees with two (2) days off, or three (3) days off for employees on a ten (10)-hour per day schedule, during each seven (7)-day work period. The Employer will schedule them consecutively, except that when business conditions dictate, the Employer may split them. In those instances, scheduling of split days off will be done according to the provisions of Section 17.04(b) of this Agreement. An employee may voluntarily split his/her days off.

9.03. Single Shift.

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

9.04. Posting.

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

ARTICLE 10: CATEGORIES OF EMPLOYEES**10.01. Regular Full-Time Employees.**

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

10.02. Regular Part-Time Employees.

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

10.03. Extra Employees.

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

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

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

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

ARTICLE 11: PAID TIME OFF

11.01. Amount of PTO.

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

Months of Years of Continuous Service With Employer		Amount of Paid PTO
Hire to 1 year	(6.66 hours per month)	80 hours per year
1 Year	(10.00 hours per month)	120 hours per year
5 Years	(13.33 hours per month)	160 hours per year

Employees will continue to accrue PTO until their bank reaches 2 times their annualized number of allowable PTO hours. However, the maximum number of accrued PTO hours will be 240. Employees who reach the 240 hours cap will not accrue any more PTO until they use some of the PTO already accrued.

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

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

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

requirements for a PTO request (including that the request does not exceed the applicable peak/non-peak limits), but were denied.

Further, assuming all procedural requirements for seeking and obtaining PTO have been met (including the limits on PTO use during peak periods), employees may be allowed to take 1 week PTO in July and 1 week PTO in August. However, these two weeks cannot be taken back to back in the end of July and beginning of August to result in a 2-week uninterrupted PTO time in the end of July and beginning of August.

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

11.02. Break in Employment.

A change in ownership of the Employer shall not break an employee's continuity of service for the purpose of PTO eligibility. Except as provided otherwise in Section 13, time absent from work while on authorized leave of absence shall not break an employee's continuity of service.

Neither time absent from work while on authorized leave of absence nor while on layoff shall change an employee's anniversary date.

11.03. Time of Taking PTO.

PTO is due on the employee's anniversary date of employment as set forth in Section 11.01, and shall be requested in accordance with these time limits: by November 1 for the following January through April period; by March 1 for May through August period; and by July 1 for September through December period. The Employer shall grant PTOs to those employees who have given proper notice. PTO requests shall be made in writing to the Employer, and the Employer shall provide the employee with a copy of the request indicating that such request was received. The Employer shall respond to the PTO request within three (3) weeks. An employee's PTO request may be denied if any of the following conditions apply:

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

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

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

An employee's second request may be denied if any of the above-enumerated conditions apply. All PTO requests for the months of July and August shall be limited to one (1) week per employee (which cannot be taken back to back in the end of July and beginning of August), and No more than five percent (5%) of regular employees in any job classification (by shift in Housekeeping) or restaurant may take the same PTO period. The five percent (5%) restriction shall also apply to New Year's Eve and Hot August Nights. No more than ten percent (10%) of regular employees in any job classification or restaurant may take the same PTO period during all other months in any calendar year. However, if business conditions allow, the Employer may increase that percentage at the Employer's sole discretion.

11.04. PTO Pay.

PTO must be taken as paid time off, and no employee shall be allowed to work for the Employer during his PTO. PTO pay shall be computed on the basis of the employee's current rate of pay. Provided, however, that if an employee is regularly scheduled to work in two (2) or more classifications with different rates of pay, his PTO pay shall be computed at the rate of pay at which the majority of hours have been worked in the preceding anniversary year. For temporary layoffs of less than ninety (90) days, employees have the option of taking their PTO earned or continuing to carry it. If a layoff exceeds ninety (90) days, all earned PTO is paid out. Only earned PTO is paid. Employees may request upfront pay of PTO when their PTO is to last 5 days or more, provided that the employee pays a \$5.00 administrative fee for the special processing of a separate check. The Employer may charge the \$5.00 administrative fee as a payroll deduction. Unless the employee requests special processing and upfront pay, the Employer will include the PTO pay in the employee's regular paycheck. Pay for PTO lasting less than 5 days will be included in the employee's regular paycheck.

ARTICLE 12: RESERVED

ARTICLE 13: LEAVE OF ABSENCE

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

ARTICLE 14: MEALS

14.01. Meals.

For the convenience of the Employer and employees, all employees covered by this Agreement may take their meals in the employee cafeteria, upon paying a \$2.00 fee per meal. Said meals shall be palatable, wholesome and comparable in quality to those served to customers. The \$2.00 fee will apply uniformly to both Union and non-Union employees unless another current

collective bargaining agreement precludes such charges. The Employer will make 2 more microwaves and additional silverware available to employees, but will not provide any other food storage facilities to employees. The Employer will make milk available to Union employees in the front area of the cafeteria, where employees will not need to swipe their employee cards to access the milk. The existing rule that employees may not remove food or drinks from the cafeteria remains in effect.

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

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

14.02. Break Periods.

Scheduling of break periods shall be at the sole discretion of the Employer. However, such schedules shall be reasonably related to each shift.

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

14.03. Pay for Meals Not Furnished.

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

ARTICLE 15: BREAK PERIODS AND ABSENCE FROM WORK

15.01. Call-In Policy.

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

ARTICLE 16: SPECIAL EVENTS/MISCELLANEOUS

16.01. Union Buttons.

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

16.02. New Equipment Introduction.

Whenever the Employer proposes the introduction of new equipment which may significantly and substantially affect the terms and conditions of work or the wages of employees in a classification covered by this Agreement, the Employer shall advise the Union in writing sufficiently in advance of the proposed date of introduction of such equipment to enable the Union, if it so desires, to discuss with the Employer the possible significant and substantial effects of the introduction of such equipment upon the employees in classifications covered by this Agreement. Upon request by the Union, the Employer will meet with it for the purpose of discussing the possible effects of the introduction of such equipment on such employees. The Employer will not introduce any such new equipment until it has afforded the Union a reasonable opportunity to discuss with the Employer all aspects of the possible significant and substantial effects upon such employees.

16.03. Uniforms.

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

16.04. Rotation of Stations.

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

16.05. Health/Safety Regulations.

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

16.06. Union Notices.

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

16.07. Change.

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

16.08. Construction.

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

16.09. Health and Safety Committee.

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

16.10. Customary Work.

Employees shall only be required to perform work which is customarily in their respective crafts and in practice in their facility. Sweeping, mopping, or general porter work shall be the duty of the Porters or Kitchen miscellaneous employees. Any employee may be required to conduct light cleaning in their areas, including clean-up of accidental spillage or breakage in the room or area to which they are assigned.

16.11. Payments of Special Events Gratuities.

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

16.12. 401(k) Plan.

The Employer is uniformly eliminating its ~~401(k)~~ match for both bargaining unit members represented by the Union and employees outside of all bargaining units.

16.13. Room Service.

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

16.14. Employee Parking.

The Employer will provide free and secure employee parking.

16.15. Housekeeping.

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

There will be an equitable distribution of overtime.

The Company will post classification seniority for the affected employees.

ARTICLE 17: SENIORITY

17.01. Probation Period.

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

17.02. Definition of Seniority.

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

17.03. Layoff and Recall.

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

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

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

These options are purely optional and can be used by any department or group in any order, or can be skipped altogether and a layoff can be effectuated. Before implementing any of these

three options, the Employer shall meet with the affected employees and use best efforts, as determined by the context of the situation, to reach an agreement with the employees. If the Employer and the employees are unable to reach an agreement, the Employer may implement any of the three options set forth above, at its discretion. The requirement that the Employer meet with the affected employees does not apply to situations when the Employer decides to conduct a layoff.

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

17.04. Promotions and Preference for Shifts.

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

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

workforce in a department. The vacancies shall be posted where employee notices are normally posted. The Employer may fill the vacancy temporarily during the posted period.

17.05. Extra Work.

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

17.06. Break in Continuous Service and Seniority.

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

- (a) he/she quits
- (b) he/she is discharged for just cause
- (c) he/she is absent exceeding the period of an authorized leave of absence
- (d) he/she is absent due to injury or illness sustained during the course of employment, exceeding the period for which statutory, temporary, total disability payments are payable under the Nevada Industrial Insurance Act, provided that the employee shall have one (1) week after his/her release by an Employer's approved and qualified physician in which to return to work;
- (e) he/she is absent because of layoff exceeding six (6) months if he had less than six (6) months of active employment when the layoff began, or absent because of layoff exceeding twelve (12) months if he/she had six (6) months of active employment when the layoff began.

17.07. Notification.

An employee who is to be recalled to work by the Employer under Section 17.03 shall be notified to return to work by the Employer advising the employee by telephone, certified mail, return receipt requested, or other available means of communication of the date and the time employee is to report; and by confirming such communication by certified mail, return receipt requested, to the employee's current address of record on file with the Employer. Employees are initially responsible for providing the Employer with correct contact information and have the obligation to continue to provide the Employer with a current and correct phone number during the period in which they are subject to recall, so that the Employer can contact them immediately for any applicable recall position. A copy of the confirmation letter shall be sent to the Union. Reasonable advance notice must be given to an employee being recalled. If such employee fails to report to work within forty-eight (48) hours after the time specified for the employee to report, his seniority and continuous service shall be terminated, and the Employer shall be free to hire a replacement in accordance with Article 2 of this Agreement.

17.08. Bartender Promotion.

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

ARTICLE 18: GRIEVANCES AND ARBITRATION

18.01. Definition.

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

18.02. Time Limit for Filing Grievances.

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

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

18.03. Procedure for Adjusting Grievances.

All grievances shall be adjusted exclusively in the following manners:

1. It is mutually agreed between the parties that the speedy resolution of grievances is in the best interests of the employees and the Employer. For that reason, the parties have created the following grievance procedure which encourages the employee to first talk to his/her supervisor when questions, problems, complaints or disputes arise, and encourages the resolution of grievances at the lowest possible levels and provides for a quick and fair resolution of problems and disputes.

The employee may, within three (3) working days of the incident or circumstance giving rise to the dispute, take the matter up with his/her immediate supervisor. The employee has the full right to and involvement of the Shop Steward in this step. Settlements reached at this level shall be considered non-precedential, unless the Employer and the Union Representative agree that the settlement shall be reduced to writing and may be used as a precedent in the future.

The supervisor involved in the Step 1 meeting shall respond within three (3) days of the Step 1 meeting. While this step is encouraged, it is not required.

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

3. **BOARD OF ADJUSTMENT.** Any unresolved grievance shall be reduced to writing and scheduled for hearing by a Board of Adjustment within 15 calendar days of the filing of the grievance. The Board of Adjustment shall be comprised of not more than two (2) representatives

of the Employer and two (2) representatives of the Union. For the purpose of attempting to resolve grievances prior to arbitration, the parties, at any meeting prior to the Board of Adjustment hearing and at that hearing, shall make full disclosure to each other of all facts and evidence then known to them which bear on the grievance. A decision concurred in by a majority of the members of the Board shall be considered final and binding on all parties. If a majority cannot agree to a decision, the company shall give its decision on the grievance within five (5) work days after the Board meets.

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

In the event the parties are unable to agree upon an arbitrator within ten (10) days of the appeal to arbitration, the arbitrator shall be chosen by lot from a ten (10) member panel (to be decided upon following the signing of this Agreement), except that either party may strike one (1) arbitrator from the panel for a particular arbitration before drawing by lot. On each anniversary date of the Agreement, either party may strike up to three (3) members of the panel. The parties shall attempt to agree upon replacement members of the panel, but in the event they cannot reach agreement, the required replacements shall be selected through an alternate striking procedure from the Federal Mediation and Conciliation Service arbitration panel. No arbitrator shall be chosen to serve in two (2) consecutive arbitrations unless by mutual consent of the parties. The decision of any arbitrator shall be final and binding upon the parties. An arbitrator shall only have the power and authority to interpret and apply the provisions of this Agreement to the grievance presented, and his decision shall apply only to the issue arising out of the facts of such grievance. The arbitrator shall have no authority to alter, amend, modify, nullify, ignore or add to the provisions of the Agreement either by implication or otherwise. The costs and expense of arbitration shall be shared equally by the parties, except that each party shall bear the expense of its own witnesses and representation at the hearing. Alternatively, by mutual agreement, the parties may submit to an expedited arbitration utilizing an arbitrator selected from the system provided in this Section; however, the parties will not be represented by counsel, ~~and~~ bench decisions will be rendered. These cases will be non-precedent setting.

ARTICLE 19: BANQUETS

19.01. Definition.

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

19.02. Scheduling.

- (a) Banquet Bartenders, Banquet Bar Runners, and Banquet Cocktail Servers will be scheduled by the Employer. Seniority will be taken into consideration when scheduling is done.
- (b) Offsite Catering functions shall be scheduled by the Employer.
- (c) Banquet Core List Servers shall be voluntarily scheduled among themselves for Roll-In Banquet functions before "A" list, Qualified In-House (scheduled for less than 30 hours for the week) and "B" List employees.

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

19.03. Banquet Vacancies.

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

19.04. On-Call Banquet Food Servers and Bartenders.

- (a) The Employer may establish an "A" List, an In-House "A" list, a "B" List and an In-House "B" list for Banquet employees to be used only when staffing requirements exceed the Employer's regular Banquet staff.
- (b) The Employer may determine the number of "A" List, In-House "A" List, "B" List and In-House "B" List Banquet Food Servers, Bartenders, and Cocktail Servers.
- (c) Scheduling will be done by seniority and availability. The order will be "A" List, In-House "A" List, "B" List, and In-House "B" List.

19.05. Meals for Banquet Employees.

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

19.06. Service Charge.

On all banquets, excluding Total Event, the Employer shall pay the traditional service charge of eighty-five and one quarter percent (85 1/4 %) of ~~sixteen~~sixteen percent ~~(16 (18%))~~ of the total charges for food and beverage (except beverages served from a bar) to Food Servers and Captains who work the function, who shall receive equal shares of the service charge. The Employer shall pay a service charge of eighty-five and one quarter percent (85 1/4 %) of ~~sixteen~~sixteen percent ~~(16 (18%))~~ of charges for all banquet bar functions, including hosted or cash, to the Bartenders who actually perform the work of preparing or delivering drinks. The service charge for banquet bar functions shall be separate from the service charges paid to other Banquet employees. All Banquet employees may keep any cash tips from customers. The Employer shall provide to Banquet employees, prior to or during the function, the menu, the number of guests, and the name of the group. If the service charge increases during the duration of this Agreement, the percentage formula shall remain the same.

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

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

19.07. Banquet Minimums.

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

19.08. Setup and Breakdown.

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

19.09. Full Function.

No Banquet Captain eligible for gratuities shall share in the gratuities unless the employee works both set-up and service, or service and breakdown. No Banquet Food Server eligible for gratuities shall share in the gratuities unless the employee works a full function, including set-up and service; provided that, at banquets where clean-up work must be delayed until the conclusion of speeches or a program, only the number of employees sufficient to perform the clean-up work need to be retained, and those employees not retained shall nevertheless share in the gratuities.

ARTICLE 20: PROHIBITION OF STRIKES AND LOCKOUTS

20.01. Strikes.

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

20.02. Action By Union.

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

- (a) Publicly disavow such action by the employees;
- (b) Advise the Employer in writing that such action by employees has not been called or sanctioned by the Union;

(c) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately. Should such employees refuse to follow the Union's direction to cease such activity and return to work within one (1) hour of receipt of such direction, the Union will allow the Employer to take disciplinary action against such employees; and

(d) Provide notices to the Employer to post on the appropriate bulletin board advising that it disapproves such action, and instructing employees to return to work immediately.

20.03. Lockout.

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

20.04. Action By Employer.

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

ARTICLE 21: MANAGEMENT RIGHTS AND RESPONSIBILITIES

21.01. Rights.

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

the final decision, but the employees' proposal will receive full consideration. Any grievance over whether the action of management is contrary to the terms of the Agreement may be taken upon Article 18.

21.02. Rules and Posting.

The Employer may establish and administer reasonable rules, regulations and procedures governing the conduct of employees, provided that such rules, regulations and procedures are not inconsistent with any provisions of the Agreement. The Employer shall make such rules available to employees and the Union upon request so that all employees affected thereby and Union representatives may have an opportunity to become familiar with them. The Employer shall post and maintain any such rules in such places within its establishment so that all employees ~~affected~~ affected thereby and Union representatives may have an opportunity to become familiar with them. As business demands may dictate changes in company policies and procedures, the Employer will give the Union a 30-day notice of any applicable changes, unless circumstances render such notice impractical, in which case notice will be given as soon as practicable. The reasonableness of any rules, regulations and procedures provided herein is subject to the grievance procedures of this Agreement. The parties agree that all Hotel and Department Rules, policies, procedures and provisions of the Employer in effect at the time of the execution of this Agreement are accepted by the Union as effective and binding.

ARTICLE 22: COURT APPEARANCE AND JURY DUTY

22.01. Court Appearance.

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

22.02. Jury Duty.

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

ARTICLE 23: SUCCESSORSHIP AND SUBCONTRACTING

23.01. Successors and Assigns.

In the event that the Employer sells or assigns his business or in the event that there is a change in the form of ownership, the Employer shall give the Union reasonable advance notice thereof in writing and shall make all payments which are due or shall be due as the date of transfer of the business for wages for employees covered by this Agreement. In addition, the Employer shall be responsible for earned vacation payments for each employee covered by this Agreement.

The Employer further agrees that as a condition to any such sale, assignment or transfer of ownership, he will obtain from successors in interest a written assumption of this Agreement and furnish a copy thereof to the Union.

23.02. Subcontracting.

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

Notwithstanding the foregoing, the Employer may lease space for up to five (5) food and beverage operations, which total includes the present four operations of (1) Johnny Rockets; (2) The Beach; (3) the former "Pearl" location (which is to be converted to a sports bar); and (4) the empty coffee shop location (which is being considered for an Asian theme restaurant). This leaves the Employer with one more non-Union operation, for a total of five operations.

- (a) Existing food and beverage outlets will continue in operations at substantially the same number of hours of operations subject to normal seasonal and weather changes.
- (b) No employee on the Employer's bargaining unit payroll as of the effective date of such leased restaurant operation will suffer a layoff or reduction in hours as a result of the leased operation.
- (c) The employer will notify the Union of its intention to lease space to a restaurant operator and the name and address of the operator within (i) 30 days before the lease is to commence; or (ii) what the contract with the vendor provides; or (iii) the amount of notice that is actually provided in the case of a lease termination. The Employer will provide the requisite notice to the Union within 7 days of the events contemplated in sections (ii) and (iii), whichever occurs sooner. With respect to replacing the departing vendors with new tenants, GSR will notify the Union of the particulars of the replacement tenant within 30 days after GSR and the replacement tenant enter into a valid and binding contract.

(d) The leased food and beverage operation must be independent of the Employer. There shall be no room service or banquet functions of the Hotel serviced from the leased operation.

(e) The Employer will arrange and participate in a meeting with the operator of the leased facility and the Union to determine whether the operator will sign a neutrality/card check agreement acceptable to the Union.

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

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

23.03. Transfer and Sell.

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

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

23.04. Nikki Beach, Pearl, and Dolce.

The tenants previously operating "Nikki Beach," "Pearl," and "Dolce" locations have vacated or are about to vacate the respective premises. New tenants have begun operating the former Nikki Beach location as "The Beach," a non-Union venue. The Union agrees that the tenant may continue so operating "The Beach," without any objections or disputes by the Union. The Employer is considering the opening of a non-Union sports bar and lounge, which would contain food and gambling operations, at the location previously occupied by "Pearl." The Union agrees that the Employer may so operate at the former "Pearl" location without any objections or disputes by the Union.

The Employer is presently in discussions with Charlie Palmer who may assume the "Dolce" location. Such assumption will convert the location from non-Union to Union, which will create approximately 20 new Union positions. The employees working at the new Charlie Palmer location (old "Dolce" location) will be the Employer's employees and will, therefore, be covered under this Agreement. The Employer may make work rules for employees working at Charlie Palmer that are different from the rules applicable to employees in other food and beverage venues, so long as those rules are consistent with this Agreement.

The Union agrees that this Article 23 became effective on June 4, 2009, regardless of the fact that the parties had not yet executed the rest of the Agreement, and that the Employer could

allow the operation of "The Beach" by another tenant without awaiting ratification of the entire Agreement. The Union represents that it has not and will not file an unfair labor practice charge in connection with the operation of "The Beach" pursuant to this paragraph.

ARTICLE 24: TERMINATION

24.01.

The Agreement shall be in full force and effect for ~~eighteen (18) months~~ from ~~June 10, 2009~~, which is the date when the Union ratified the Agreement. Accordingly, the Agreement shall expire on ~~December 10, 2010~~.

ARTICLE 25: MISCELLANEOUS ITEMS

25.01. Bakery Reduction in Force.

The Employer has the right to conduct a reduction in force in the Bakery (and even eliminate the bakery altogether) as business needs dictate. The Employer agrees to place the affected Union employees in available positions for which they are qualified, if any, which are open at the time of layoff. To be eligible for placement in these alternative open positions, the employees must require no more than minimal training. The agreement to place employees in alternative positions applies only to the Union employees currently working in the Bakery. Laid-off Bakery employees will have 24-month recall rights in the event the Employer (or its successor) decides to reopen the bakery. These 24-month recall rights extend only with respect to the Bakery employees who are being laid off as a result of the reduction in force in the Bakery (or the Bakery's elimination) and are not precedent-setting or applicable to any other situation. Employees will be recalled to their regular job classification in accordance with their house seniority, provided that they have the qualifications to perform satisfactorily the work available in their regular job classification.

25.02. Change in Room Attendant Credits Calculation.

The necessary daily room credits will be increased from ~~15.16~~ to ~~16.17.5~~. The credit values for the various rooms will be changed as set forth in the schedule attached to this Agreement as Exhibit 4.

25.03. Change in Hours of Starbucks' Operation.

Working hours can be contracted or extended as business requires at the Employer's unilateral discretion because any such determinations are within the Employer's management rights.

25.04. Migration of Late Night Room Service to 2nd Street Express.

The Employer has unilateral discretion to decide from where to provide room service because any such determinations are within the Employer's management rights.

25.05. Closure of Café Sierra During the Graveyard Shift.

The Employer has unilateral discretion whether to have a particular venue open and what the venue's operating hours would be because any such determinations are within the Employer's management rights. The Union shall withdraw its pending unfair labor practice charge in connection with the closure of Café Sierra during the graveyard shift.

25.06. Other Employment.

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

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

25.07. Immigration.

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

A post-introductory employee who is not authorized to work in the United States and whose employment has been terminated for this reason shall be reinstated to his or her former classification without loss of prior seniority if the employee produces proper work authorization within twelve (12) months of the date of termination and shows, to the Employer's satisfaction, that the employee lost his or her work authorization through no fault of the employee.

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

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

25.08. New Classifications.

The Employer may implement a new classification, in Café Sierra and elsewhere, which will be expeditor/runner/backserver. The Employer will have the discretion to eliminate the position if practice shows that the position does not add the contemplated value. The position will be paid the equivalent of the pay for front servers at Charlie Palmer--\$6.55 or \$7.55 (effective July 1,

2009), depending on which tier minimum wage applies. Additionally, the Employer may add a wine runner, who will be a Union member and will be compensated at \$8.50 per hour. The Employer expects to hire the employee on a part-time basis, but will have the discretion to vary the employee's schedule from part time to full time as business needs require.

25.09. Snack Cart and Beverage Stations.

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

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

25.10. Wage ~~Freeze~~ Increase.

~~The wages in effect at the time when the parties execute this Agreement will remain frozen for the duration of this Agreement. This wage freeze also applies to any new classifications that the Employer may implement as provided in the Agreement.~~

As of the end of each calendar year during the term of this Agreement, the Employer's revenues and net operating profit for the preceding 12-month period shall be calculated. Net operating profit for this purpose is defined as revenues less reasonable and necessary operating expenses including cost of goods, labor, rent and overhead (advertising, promotion, utilities, printing, uniforms, property taxes, repairs and maintenance) but does not include interest, taxes, depreciation and amortization. The Union shall be notified in writing of the results of the calculation no later than January 25 of the year following the 12-month period and shall be supplied a copy of the Employer's statement of income and expenses and profit and loss statement for the period covered by the determination, with the statement of income and expenses broken down by month.

If the Employer's net operating profit for the first 12-month period is \$2,000,000.00 or more, then all employees covered by this Agreement shall receive a wage increase of \$0.10 per hour. If the Employer's net operating profit for any part of the subsequent 12-month period is \$2,000,000.00 or more, then all employees covered by this Agreement shall receive a further wage increase of \$0.15 per hour. These increases shall be effective for all hours worked on and after February 1 of the year following the respective 12-month period that produced the increase. All wage increases provided for in this section shall be cumulative.

25.11. Bartender and Cocktail Server Work Rules.

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

IN WITNESS WHEREOF, there parties hereto, by their duly-designated representatives, have hereunder set their hands this 19th day of November, 2010, in Clark County, Nevada.

EMPLOYER:

UNION:

WORKLIFE FINANCIAL, INC. dba GRAND
SIERRA RESORT AND CASINO

CULINARY WORKERS UNION LOCAL
226

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT 1

Classification	Pay Rate*
Baker	\$11.45
	\$11.95
	\$12.50
	\$13.00
	\$14.40
	\$15.10
	\$15.70
	\$15.95

Baker's Helper	\$8.70
	\$8.95
	\$9.45
	\$10.45
	\$10.95

Banquet Bar Runner	\$9.20
--------------------	--------

Banquet Bartender	\$6.65
	\$11.30

Banquet Captain	\$7.25
	\$7.40
	\$7.70

Bar Helper	\$8.25
	\$8.30
Bar Porter	\$8.25
	\$8.45
Graveyard Pay Rate	\$9.25

* Where these standard rates fall below the applicable minimum wage, the rates have been adjusted accordingly to satisfy Nevada's minimum wage requirements.

Classification	Pay Rate*
Bartender	\$8.00
	\$8.15
	\$8.45
	\$8.60
	\$8.75
	\$8.90
	\$10.25
	\$10.40
	\$10.85
	\$11.00
	\$11.45
	\$11.60
	\$12.05

Bell Dispatch	\$8.70
	\$8.95

Bell Person	\$5.90
	\$6.05
	\$6.20
	\$6.50
	\$6.65
	\$6.80
	\$7.10

Booth Cashier	\$8.45
	\$8.70
	\$8.95
	\$9.20
	\$9.70
	\$10.45
	\$10.95
	\$11.95
	\$12.55
	\$13.00

Classification	Pay Rate*
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* Where these standard rates fall below the applicable minimum wage, the rates have been adjusted accordingly to satisfy Nevada's minimum wage requirements.

Bread Server	\$9.45
	\$9.95

Bus Person	\$6.70
	\$6.95
	\$7.45
	\$7.70
	\$8.20
	\$8.45

Butcher	\$12.55
Cafeteria Aide	\$8.70

Charlie Palmers	
Lead Bartender	\$12.05
Back Server-Fin Fish	\$6.50
Reservationist/Host	\$12.00
Garde Manager (Cook I)	\$11.45
Prep Cook	\$9.45
Line Cook (Cook II)	\$13.00

Cocktail Server	\$5.90
	\$6.05
	\$6.20
	\$6.35
	\$6.50
	\$6.65
	\$6.80
	\$6.95
	\$7.10
Cocktail Server Trainer	\$10.00

* Where these standard rates fall below the applicable minimum wage, the rates have been adjusted accordingly to satisfy Nevada's minimum wage requirements.

Classification	Pay Rate*
Cook I	\$10.75
	\$10.45
	\$10.95
	\$11.45
	\$11.95

Cook II	\$11.45
	\$11.45
	\$12.55
	\$13.00
	\$13.55

Cook's Helper	\$7.95
	\$8.20
	\$8.70
	\$9.45
	\$9.70
	\$10.45

Dishwasher	\$7.70
	\$7.95
	\$8.20
	\$8.95
	\$9.20
	\$9.45
	\$9.95

Event Porter	\$8.70
	\$8.95
	\$9.45
	\$9.70
	\$10.45
	\$10.95

* Where these standard rates fall below the applicable minimum wage, the rates have been adjusted accordingly to satisfy Nevada's minimum wage requirements.

Classification	Pay Rate*
Food & Beverage Cashier	\$8.45
	\$8.95
	\$8.95
	\$10.45
	\$10.45
	\$11.45

Food Runner	\$7.00
	\$7.20
	\$7.45
	\$9.20

Food Server	\$5.90
	\$6.05
	\$6.20
	\$6.35
	\$6.50
	\$6.65
	\$6.80
	\$7.10
	\$7.25
	\$7.40
Garveyard-Café Sierra	\$10.00
Sidewalk Café	\$10.00
Guest Room Attendant	\$8.20
	\$8.45
	\$8.70
	\$8.95
	\$9.20
	\$9.45
	\$9.70
	\$10.45

* Where these standard rates fall below the applicable minimum wage, the rates have been adjusted accordingly to satisfy Nevada's minimum wage requirements.

Classification	Pay Rate*
Host	\$7.95
	\$8.20
	\$8.45
	\$8.70
	\$9.20
	\$9.45
	\$9.95
	\$10.95
Laundry I	\$7.45
	\$7.70
	\$8.20
	\$8.45
	\$8.95
	\$9.70

Laundry II	\$8.20
	\$8.45
	\$8.70
	\$8.95
	\$9.45
	\$9.70
	\$10.45

Laundry III	\$9.95
	\$10.95

Lead Event Porter	\$10.45
	\$11.95
Lead Host	\$10.95
	\$11.45
	\$12.55

* Where these standard rates fall below the applicable minimum wage, the rates have been adjusted accordingly to satisfy Nevada's minimum wage requirements.

Classification	Pay Rate*
Liquor Room Attendant	\$8.95
	\$9.20
	\$9.70

Porter	\$7.70
	\$7.95
	\$8.95
	\$9.20
	\$9.45
	\$9.70
	\$9.95

Rescue Wine Bar Host/Server	\$14.00
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Saucier	\$13.55
	\$14.20

Scrub Captain	\$6.70
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Seamstress	\$10.45
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Service Bartender	\$8.60
	\$8.75

Slot Associate	\$6.95
	\$7.20
	\$7.45
	\$7.70
	\$8.20
	\$8.45
	\$9.20
	\$9.45
	\$9.70
	\$9.95

* Where these standard rates fall below the applicable minimum wage, the rates have been adjusted accordingly to satisfy Nevada's minimum wage requirements.

Classification	Pay Rate*
Snack Bar Attendant	\$7.70
	\$7.95
	\$8.20
	\$9.70
Graveyard Attendant	\$8.70
Lead Barista	\$10.00
Lead Attendant	\$10.00
Steward Supervisor	\$10.95
	\$12.55
	\$13.00

Utility Cleaner	\$8.20
	\$8.95
	\$9.45
	\$9.70
	\$10.95

Utility Porter	\$7.95
	\$8.70
	\$9.45
	\$10.45
Graveyard Pah Utility	\$8.95

Slot Tech Wage Chart		
Classification		Pay Rate*
New Hire	70%	\$10.98
Apprentice After One Year	75%	\$11.77
	85%	\$13.34
Slot Tech After One Year	90%	\$14.12
	95%	\$14.91
Slot Tech II	100%	\$15.69

* Where these standard rates fall below the applicable minimum wage, the rates have been adjusted accordingly to satisfy Nevada's minimum wage requirements.

EXHIBIT 2
CHECK-OFF AGREEMENT

1. Pursuant to the Union Security provision of the Agreement between WORKLIFE FINANCIAL, INC. dba GRAND SIERRA RESORT AND CASINO (hereinafter referred to as the "Employer") and the CULINARY WORKERS UNION LOCAL 226 (hereinafter referred to as the "Union"), the Employer, during the term of the Agreement, agrees to deduct each month Union membership dues (including initiation fees, fines and assessments) from the pay of those employees who have authorized such deductions in writing as provided in this Check-Off Agreement. Such membership dues shall be limited to amount levied by the Union in accordance with its Constitution and Bylaws. Deductions shall be made only for those employees who voluntarily submit to the hotel employing them the original or a facsimile of a written authorization in accordance with the "Authorization for Check-Off of Dues" form set forth below. It is the Union's responsibility to provide the employees with this form.

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

PAYROLL DEDUCTION AUTHORIZATION

Date _____

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

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

Signed _____
Social Security No. _____

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

PAYROLL DEDUCTION AUTHORIZATION

Date _____

1. I, the undersigned, a member of _____, hereby request and voluntarily authorize the Employer to deduct from any wages or compensation due me, an amount equal to the regular monthly dues uniformly applicable to members of _____ ("Union") in accordance with the Constitution and Bylaws of the Union.
2. This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending a written notice to both the Employer and _____, by registered mail during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable Check-Off from year to year unless revoked as herein above provided.
3. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Check-Off Agreement.
4. The original or a facsimile of a properly executed Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues which is incomplete or in error will be returned to the Union by the Employer.
5. Check-off deductions under all properly executed Authorization for Check-Off of Dues forms which have been delivered to the Employer on or before the fifteenth (15th) day of any particular month thereafter shall begin with the following calendar month.
6. Deductions shall be made in accordance with the provisions of this Check-Off of Union Membership Dues section, from the pay received on the first payday of each month regardless of the payroll period ending date represented on that payroll check. These provisions for dues deductions shall not apply to Banquet workers.
7. The Employer agrees to make deductions as otherwise provided in this Check-Off of Union Membership Dues section in the case of employees who have returned to work after authorized leave of absence.
8. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Union.
9. The Employer shall remit each month to the designated financial officer of the Union, the amount of deductions made for that particular month, together with a list of employees and their

Social Security numbers, for whom such deductions have been made. The information shall be in computer readable electronic form, in any one of the following media:

1. 3 1/2" diskette in Formatted Text (Space Delimited) format or other electronic format, including thumb/jump drive, CD ROM in Formatted Text (Space Delimited), etc.

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

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

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

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

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

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

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

EXHIBIT 3
POLITICAL ACTION COMMITTEE

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

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

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

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

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

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

EXHIBIT 4
GUEST ROOM CREDITS

		# Rooms	C/O value	S/O value
ACKN	Accessible king	2	1	1
ACQQ	Accessible queen	28	1.25	1
AC	Conference suite	4	2	2
DL	Deluxe	12	2	1.5
KK	King	12	1	1
KN	King non-smoking	156	1	1
KX	King connecting to a p	37	1	1
PQ	Petite suite queen	3	2	2
PS	Petite suite queen	12	2	2
Q1	Single queen	24	1	1
Q1MR	Single queen meeting	10	1	1
QN	Queen no-smoking	600	1.25	1
QQ	Queen	32	1.25	1
QX	Queen connecting to a	25	1.25	1
SL	Sierra	25	2	1.5
TK	Tahoe King	46	1.25	1
WN	Western king non-smoking	49	1.25	1
WQ	Western queen	58	1.25	1
WX	Western king connecting	1	1.25	1
WXQ	Western queen connecting	11	1.25	1
	GRS (Floors 1-16)	1145		

Imperial		22	2	1.25
CX	Connector to Imperial	24	2	1.25
GK	King	160	1.5	1.25
CD	Double queen	289	1.5	1
CK	King	324	1.5	1
LOFT	Loft	22	2	1.25
DM	Diplomat	6	3.5	2
PRAS	Presidential	6	4	2
DELUXE	Deluxe	2	2	1.25
SS	Solarium	3	2	2.25
	Summit (Floors 17-27)	850		
ALL FLOORS	TOTAL ROOMS	1185		

MEMORANDUM OF AGREEMENT

Banquet Captains

Definitions

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

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

Captain is defined as a supervisor to Banquet Servers.

Servers are defined as ~~an employee~~ employees not hired by the Banquet Department as Captain Captains or a ~~Scrub Captain~~ Captains.

Captain Scheduling

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

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

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

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

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

Work distribution

The Banquet Managers will determine how many Captains are necessary for the day and will schedule Captains unless a Captain has asked for one-half (1/2) day off. If there are not enough

Captain or Server slots to work all Captains that day, Captains will be scheduled by job position seniority.

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

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

Some Captains may not be booked for the day.

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

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

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

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

Pop-up Functions

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

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

Cancellations/Count Drops

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

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

Days Off

Banquet Captains may request days off for the following week commencing on Sunday by writing their requests on the Banquet Manager's calendar prior to Wednesday of the preceding week. Captains may also request up to two (2) one-half (1/2) days off per pay period. Captains will be allowed only additional one-half (1/2) days off with permission from the Captain-scheduling Banquet Manager. Banquet Managers may deny all requests if business warrants.

Gratuity Pooling

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

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

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

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

Multiple Function Pooling

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

Early/Late Captains

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

- Lead Captain will always open. The schedule will be checked so that Captains on breakfast the next day will not close. Captains on singles for the day will arrive at the scheduled time and close the function. If an individual function lasts over six (6) hours and two (2) or more Captains are scheduled on singles, the Captains may split the shift.
- Closing Captains will arrive no later than one (1) hour prior to the meal service.
- If all Captains are on doubles, the closing Captains will be assigned least senior to most senior, excluding the Lead Captain. Only the necessary number of Captains will remain to close.
- The closing Captains will be released from the luncheon function early, if possible.
- There will be one (1) closing Captain per forty (40) Servers.
- The schedule will be re-checked each day to adjust for management changes to the schedule.
- Efforts will be made to adjust the schedule to equal out hours for the day, on the assumption that the Lead Captain will clock in one (1) hour prior to a large party.

Captains scheduled as Servers will be included in the early/late rotation.

Miscellaneous

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

Standard Count Table For Maximum Captains Plus Servers Per Function

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

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

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

Reception	Menu cost per guest non-inclusive	Number of Servers per guest by guarantee	Lead Captains per guest by guarantee
Reception 1	\$100.00 or more	1/25	1/100
2	\$50.00 — 99.99	1/50	1/300
3	\$5.00 — 49.99	1/80	1/600
4	\$0.00 — 499	Server \$ 12.00/hour Count per management	1/1000 All Captains signed up receive \$15.00/hour
Bag lunches over 500 guests	Standard retail	1/80	1/800
Bar only events		Server \$ 12.00/hour	No Captain

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

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

Captain seniority by job classification

	Employee Number
Maria Delgado	54020
Charity Crouch	81894
Rigaberto Reyes	55876
Russell Upton	85599
Ismael Fernandez	83117
Labarge, Juliette	80783
Colter, Bill	89280
Duey, Leanne	89281
Lopez, Ruben	75327

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

FOR THE EMPLOYER:

**WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT**

By: _____

Its: _____

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: _____

Its: President

By: _____

Its: Secretary-Treasurer

MEMORANDUM OF AGREEMENT
Banquet Food Servers — Work Rules

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between WORKLIFE FINANCIAL, INC. dba GRAND SIERRA RESORT (hereinafter referred to as "Employer") and the CULINARY WORKERS UNION LOCAL 226 (hereinafter referred to as "Union"), and attached to and made a part of the Collective Bargaining Agreement.

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

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13. Any function that is scheduled within seventy-two (72) hours preceding the function shall be considered a pop-up event. Pop-up events will be scheduled by expedient seniority.

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

FOR THE EMPLOYER:

**WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT**

By: _____

Its: _____

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: _____

Its: President

By: _____

Its: Secretary-Treasurer

MEMORANDUM OF AGREEMENT
Scheduling of Banquet Food Servers

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

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

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

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

FOR THE EMPLOYER:

**WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT**

By: _____

Its: _____

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: _____

Its: President

By: _____

Its: Secretary-Treasurer

MEMORANDUM OF AGREEMENT
Coffee Service

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between WORKLIFE FINANCIAL, INC. dba GRAND SIERRA RESORT (hereinafter referred to as "Employer") and the CULINARY WORKERS UNION LOCAL 226 (hereinafter referred to as "Union"), and attached to and made a part of the Collective Bargaining Agreement.

The parties hereby agree to the following terms:

Coffee Service shall be responsible for the following:

1. All bag lunches for under five hundred (500) people;
2. All working lunches;
3. All roll-in Continental Breakfasts;
4. All roll-in Theme Breaks;
5. All Deli lunches for fewer than sixty (60) people;
6. All roll-in breaks that are not full sit-down service, other than receptions and/or pop-ups, which shall continue to be at management's discretion;
7. Coffee Service Department shall have a Coffee Core List of not more than three (3) people. The Core List must be available for the Coffee Department functions before the Banquet Department, and shall be accessed prior to any other crew for scheduling extras.
8. The Coffee Captains (days) and Assistant (afternoons) shall receive the same tip as the rest of the crew.
9. Opportunities for promotion to the supervisory position shall be offered within the Department whenever possible.
10. The Company will make available all equipment necessary for personnel to complete assigned duties and tasks.
11. The Coffee Department is responsible for set-up and break-down of Coffee Department functions.

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

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

FOR THE EMPLOYER:

**WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT**

By: _____

Its: _____

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: _____

Its: President

By: _____

Its: Secretary-Treasurer

SIDE LETTER #1 Slot Techs

After passing a probationary period of three (3) months, all new hires who have past experience of two (2) years or more in the industry (or a similar industry) as a Slot Tech will have the opportunity to take a test for the purpose of determining their skill level. If the employee passes the test, he will become a Slot Tech I when a position becomes available. All new hires with less than two (2) years of experience in the industry (or similar industry) who fail to pass the test must complete a two (2)-year training period as an Apprentice Slot Tech.

After completing two (2) years as a Slot Tech I, the employee will have the opportunity to take a test to determine ~~their~~ his/her skill level. If the employee passes the test, he/she will be promoted to a Slot Tech II when a position becomes available.

After passing the probationary period, all new hires that have four (4) years of experience or more in the industry as a Slot Tech will have the opportunity to take a test to determine their skill level. If they pass the Slot Tech II test, they will be promoted to a Slot Tech II when a position becomes available. If they fail the Slot Tech II test, they will have the opportunity to take the Slot Tech I test. If they pass the Slot Tech I test, they will be promoted to a Slot Tech I when a position becomes available.

Testing: It is understood that within the Slot Tech craft there are many areas of specialization. With the exception of general knowledge, the test should be consistent within the realm of the employee's work experience.

The test shall consist of two (2) parts:

1. Written Test. The Company will keep a database of standard questions from relevant manufacturing manuals. A study guide will be provided to the employee no less than sixty (60) days before the test is given. A committee from the Union will work with management for the purpose of instituting changes in the testing based on industry changes and standards. All testing will be standardized.
2. Practical Test. Basic knowledge, validators and progressive units, slot machines, slot system components and ticket printers.

An employee must achieve a combined score of seventy-five percent (75%) in order to have passespassed the test.

Testing will be offered to qualified persons when there is a need for additional Slot Techs. Classification seniority dates will be assigned when a bid is awarded. Seniority ranking will be assigned according to classification seniority within the group that has received a passing score on the test. If there is a ten (10)-point difference on a passing score within the test group, the person who has the better score will receive a classification seniority date before the person who has the lesser score, regardless of classification seniority. No additional testing will be given as long as there is a person who has passed the test and has not been awarded a bid within the classification.

Training. The Company will make every effort to provide on-the-job training. Whenever practical, Slot Tech II level employees will assist and help in the training of Slot Tech I employees. Whenever practical, Slot Tech I employees will assist and help in the training of Apprentice Slot Tech employees.

The Company will provide the opportunity for formal training. The Company will pay for classes that are relevant for the enhancement of job duties and advancement in skills as a Slot Tech.

Employees who have superior skills in an area of knowledge will agree to assist in the training of co-workers for up to a two (2)-week period each year. The Company may request an extension of the training period for an additional three (3) weeks if it is shown to be necessary. The forum of training will be determined in discussions between the employee and the Company.

Number of Slot Techs.

Traditional staffing levels of Slot tech H and Slot Tech I positions will be maintained by the Company, unless the Company request a meeting with the Union and can demonstrate a significant change in the business needs to justify the change.

Wages.

New Hire	70%	\$10.49
Apprentice	75%	\$11.24
One (1) year	85%	\$12.74
Slot Tech I	90%	\$13.49
One (1) year	95%	\$14.24
Slot Tech II	100% of	\$14.99

SIDE LETTER #2
INCENTIVE PLAN FOR "BUYING" ROOMS

1. Overtime will be obtained in the order of the following schedule: (1)-a in advance; (2)-b same day; (3)-c buy back (incentive rooms); and, lastly (4)-d outside of classification.
2. The incentive plan enables Guest Room Attendants to clean additional rooms during their regular eight (8)-hour shift and to receive incentive pay for each additional room cleaned.
3. This plan would be implemented only when Housekeeping is unable to obtain overtime according to the schedule listed in 1 above.
4. A Guest Room Attendant will receive incentive pay in the amount of Six Dollars and Thirty Cents (\$6.30) per room. The room rate will increase annually by the same formula used to reach the original rate of \$6.30.
5. The utilization and/or experience of the incentive plan for "buying" rooms will not result in raising the room cleaning expectations.
6. This plan may be reviewed with the Business Agent three (3) months after implementation.

Purpose

To obtain enough staff to cover any extra room because of (1) inability to obtain overtime in advance or same day overtime, (2) call-ins, and/or (3) unexpected increase in overnight occupancy.

Benefits to the Employee

1. The incentive plan allows the employee to make extra money without having to (a) stay late; (b) incur additional childcare expenses; or (c) worry about finding alternative transportation home.
2. A GRA may elect to "buy" an extra room to clean during her/his regular eight (8)-hour shift and receive incentive pay for it. Or, the GRA may elect to work same-day overtime and complete a room(s) after her/his eight (8)-hour shift and receive regular overtime pay for it. There shall be no pyramiding of "incentive" pay or "buy" rooms and overtime.

Considerations

1. Guest Room Attendants must consistently meet standards in order to "buy" rooms(s). If, at any time, a GRA's performance falls below standards as defined by established room standards and based on room inspections, guest complaints and other evaluative

measurements, and progressive discipline with regard to quality of work is being administered, the GRA will not qualify to "buy" rooms until standards are consistently met for one (1) month.

**This would not necessarily prevent an employee from signing up for regular overtime, but only from doing additional room(s) within an eight (8)-hour period.*

2. No more than three (3) rooms may be "purchased within an eight (8)-hour shift.

Implementation

1. If it is determined that additional same-day help is needed, GRAs will be asked if they wish to "buy" a room(s). This will be done as early as possible after A.M. Room Check (9:30 a.m.).

2. Rooms will be awarded to GRAs on a rotational basis to ensure equitable distribution of same day overtime/incentive pay rooms.

3. If a GRA "buys" a room and cannot complete it during the eight (8)-hour shift and chooses to do it as regular overtime (after the eight (8)-hour shift), she/he may have that option, but must notify her/his supervisor or management.

4. Once the GRA has signed the "Extra Room" form, he/she has agreed to modify his/her work schedule to include the additional rooms. A refusal will count as a turn on the rotational list.

5. If, at DND time, it is determined that we do not need as much additional help as previously thought, the additional room time will be taken away from some GRAs based on rotational lists established.

6. Only after completing sixteen (16) values within his/her (8)-hour shift will a GRA qualify for incentive pay for any additional room cleaned within the same time period.

Internal Procedures

1. Scheduler advises management that additional same day help may be needed.

2. A notice is posted in Housekeeping and/or linen rooms asking if anyone wishes to "buy" a room today if it becomes necessary.

3. A GRA who wishes to "buy" rooms for incentive pay or work overtime for regular overtime pay will complete an "Extra Room" form and return it to his/her supervisor or Housekeeping office prior to 11:00 a.m. A consolidated list of all GRAs who submitted forms will be printed (Extra Room List for Incentive Pay/Overtime Pay).

4. After A.M. Room Check, management will determine how many rooms to "sell."

5. Assistant Housekeepers will report the extra room numbers to the scheduler or the Assistant Housekeeping Administrator. See Form—Extra Room List for Incentive Pay/Overtime Pay. These should be reported after any rooms have been assigned based on the A.M. Room Check.

6. A list of all those who signed up to “buy” a room will be posted in Housekeeping and/or each linen room indicated who has agreed to “buy” rooms that day.

7. Extra rooms will be given after 2:00 p.m. DND check so that GRAs who have less than fifteen (15) rooms will get their replacement rooms first and whatever is left will be distributed to those who opted to buy a room. Initially, if there are not enough rooms to distribute to everyone who opted to buy a room, the lowest seniority will not be awarded rooms. Henceforth, a list will be established allowing rooms to be awarded on a rotational basis.

8. Assistant Housekeepers will notify those who will be buying rooms by returning the “Extra Room” form with room number(s) to the qualified GRAs.

9. To ensure accurate accounting, the GRA activity sheet must indicate the equivalent of sixteen (16) or more values for whoever purchased additional room(s). (Dialing in and out room status.) The Assistant Housekeeper will collect the forms at the end of the shift and verify that the equivalent of sixteen (16) or more values has been cleaned. These papers will be reconciled with the Incentive Pay/Overtime Pay Extra Room List.

10. A list of GRAs qualified to receive incentive pay for that day will be approved by the Director of Housekeeping and submitted to Payroll.

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

FOR THE EMPLOYER:

**WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT**

By: _____

Its: _____

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: _____

Its: President

By: _____

Its: Secretary-Treasurer

**SIDE LETTER #3
LAUNDRY DEPARTMENT**

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

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

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

FOR THE EMPLOYER:

**WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT**

By: _____

Its: _____

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: _____

Its: President

By: _____

Its: Secretary-Treasurer

**SIDE LETTER #4
OVERTIME**

Kitchen and Steward

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

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

There will be an equitable distribution of overtime.

The Company will post classification seniority for the affected employees.

Laundry

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

There will be an equitable distribution of overtime.

The Company will post classification seniority for the affected employees.

Porter

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

There will be an equitable distribution of overtime.

The Company will post classification seniority for the affected employees.

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

FOR THE EMPLOYER:

**WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT**

By: _____

Its: _____

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: _____

Its: President

By: _____

Its: Secretary-Treasurer

**SIDE LETTER #5
BELL DEPARTMENT**

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

1. Service Charge for deliveries to guests' room (exclusive of luggage): Bell Persons receive Fifty Cents (\$.50) to deliver an item outside the room (i.e., door knob "goodie" bag) and One Dollars (\$1.00) to deliver an item inside the room. This is a per room delivery, not a per item delivery.

2. Flower Deliveries: Bell Persons are paid Three Dollars (\$3.00) for delivery of flowers from the gift shop. If a guest and/or outside flower company wants flowers delivered to a room, this is treated as a routine front, with no guarantee of gratuity.

3. Newspaper Deliveries: Bell Persons and/or Dispatcher are paid Twenty Cents (\$.20) per paper delivered to the doorstep of the guestroom.

4. Bus Group Service Charge Distributions: Bus groups are usually charged an average of Three Dollars (\$3.00) per person for the deliver/pick-up of luggage. Bell Captains receive fifteen percent (15%) from the total service charge, after which Bell Persons doing the check-in receive sixty percent (60%) of the balance of the service charge, and Bell Persons doing the checkout receive the remaining forty percent (40%). If a service charge is collected for luggage delivery and the Bell Person does not provide the service, the balance of the service charge (after Captain's fifteen percent $\{[15\%]\}$) is retained by the Employer to offset salaries and wages. If the Bell Person carries less than fifty-one percent (51%) of the group, the employee receives One Dollar and Fifty Cents (\$1.50) per person, with fifteen percent (15%) going to the Captain and the balance going to the Employer.

5. Bus Group Assignments: Assignments are made to the low Bell Person based on the "PAX" count, which is a cumulative total of the number of people for which bags were moved. New Bell Persons are averaged in upon their position date. Low Bell Person is low for the shift; however, Captains have the discretions to reassign or change based on last-minute limo runs or other business-related issues.

6. Promotional Events and Complimented. Guests: There is no guaranteed gratuity or service charge for these activities. They are treated as regular Front.

7. Limo Runs: One (1) point is assigned for departures and one (1) point for arrivals, which are accumulated for the duration of employment and tracked on the "limo" board. The lowest point Bell Person on the shift is assigned as many runs as possible during the shift. The second lowest is assigned the next run; however, Captains have discretion to reassign or change based upon last-minute runs and/or Bell Persons not available. New Bell Persons are averaged in upon their position date. Bell Persons are paid an additional Four Dollars (4.00) per hour (above base wage) for limo and other authorized runs. Runs over one (1) hour and five (5) minutes are billed two (2) hours (exclusive of time for gas and maintenance runs). Tips are at

the discretion of the guest; however, for Sales Department VIP transports, "entertainment runs," Employer pays a gratuity to the driver.

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

FOR THE EMPLOYER:

**WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT**

By: _____

Its: _____

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

By: _____

Its: President

By: _____

Its: Secretary-Treasurer

**SIDE LETTER #6
INVOLUNTARY RELEASE**

Already implemented in Article 7.02.

**SIDE LETTER #7
HOLIDAY PAY**

In the event a pattern of early out request based on illness occurs on holidays, the Union agrees it will meet with the Employer for the purpose of correcting such abuse.

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

FOR THE EMPLOYER:

**WORKLIFE FINANCIAL, INC. dba
GRAND SIERRA RESORT**

By: _____

Its: _____

FOR THE UNION:

**LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS**

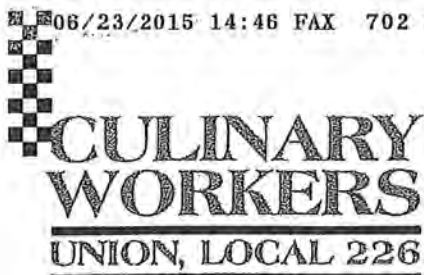
By: _____

Its: President

By: _____

Its: Secretary-Treasurer

Exhibit B



Affiliated with UNITE HERE INTERNATIONAL UNION

June 23, 2015

BY FAX

Mr. Larry Montrose
Director of Human Resources
Grand Sierra Resorts
2500 East Second Street
Reno, Nevada 89595-0002

Dear Mr. Montrose:

Pursuant to the provisions of Article 18 of our Collective Bargaining Agreement, you are hereby notified that a grievance exists on behalf of the Slot Technicians I and II concerning wage scales.

It is the Union's position that this grievance pertains to violation of Exhibit 1 and all other pertinent provisions of the Collective Bargaining Agreement. It has come to the Union's attention that several meetings have taken place to address the issue of bringing wages consistent to \$15.16 for all Slot Tech I and review for back pay differential, it was understood it would take a while to review wages for all the Technicians involved. Several meetings have been set up and cancelled by HR and no definitive answer has been given to resolve the issue. It is the Union's position that the above action is in conflict with the Agreement.

We are hereby requesting a meeting of a Board of Adjustment with Nico De La Puente as a Board Representative. Please contact Nico De La Puente to schedule this meeting within the time limits set forth in Article 18.

Sincerely yours,

A handwritten signature in cursive script that reads "Jim Bonaventure" followed by the initials "JB".

Jim Bonaventure
Administrative Director
Legal Affairs

JB/mg

Copies to: J.T. Thomas
Nico De La Puente
Files



1630 SOUTH COMMERCE STREET

LAS VEGAS, NEVADA 89102-2705

(702) 385-2131

2486

Exhibit C

CULINARY WORKERS UNION, LOCAL 226



Affiliated with UNITE HERE INTERNATIONAL UNION

October 1, 2015

BY FAX

Mr. Larry Montrose
Director of Human Resources
Grand Sierra Resorts
2500 E. Second St.
Reno, NV 89595-0002

Re: Grand Sierra Resorts, Slot Mechanic I
Wage Scales

Dear Mr. Montrose:

Inasmuch as the grievance concerning the above has not been resolved, you are hereby notified that the Union desires to submit the issue to regular arbitration in accordance with the provisions of Article 18, Section 18.03 of our Collective Bargaining Agreement.

Please get with our attorney, Richard McCracken, 595 Market Street, Suite 1400, San Francisco, CA 94105 to select an arbitrator.

Sincerely yours,



Jim Bonaventure
Administrative Director
Legal Affairs

JB/mg

Copies to: J.T. Thomas
Nico De La Puente
Richard McCracken, Esq.
Files



Exhibit D

<p>1 IN ARBITRATION PROCEEDINGS BEFORE</p> <p>2 JOHN B. LaROCCO, ARBITRATOR</p> <p>3 --oOo--</p> <p>4</p> <p>5</p> <p>6 In the Matter of</p> <p>7 CULINARY WORKERS UNION LOCAL 226</p> <p>8 and</p> <p>9 GRAND SIERRA RESORTS.</p> <p>10 /</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15 ARBITRATION</p> <p>16 TRANSCRIPT OF PROCEEDINGS</p> <p>17 Thursday, August 25, 2016</p> <p>18 Grand Sierra Resort</p> <p>19 2500 East Second Street</p> <p>20 Whitney Room</p> <p>21 Reno, Nevada</p> <p>22</p> <p>23</p> <p>24</p> <p>25 Reported By: KIMBERLY J. WALDIE, CCR #720</p>	<p>1 APPEARANCES:</p> <p>2 FOR CULINARY WORKERS UNION LOCAL 226:</p> <p>3 DAVIS, COWELL & BOWE, LLP</p> <p>4 BY: DAVID L. BARBER</p> <p>5 Attorney at Law</p> <p>6 595 Market Street, Suite 800</p> <p>7 San Francisco, California 94105</p> <p>8 FOR GRAND SIERRA RESORTS:</p> <p>9 MERUELO GROUP, LLC</p> <p>10 BY: SUSAN HILDEN</p> <p>11 Associate General Counsel</p> <p>12 2500 East Second Street</p> <p>13 Reno, Nevada 89595</p> <p>14 THE ARBITRATOR:</p> <p>15 JOHN B. LaROCCO</p> <p>16 2001 H Street</p> <p>17 Sacramento, California 95811-3109</p> <p>18 ALSO PRESENT:</p> <p>19 Nicolaza de la Puente</p> <p>20 J.T. Thomas</p> <p>21 Benjamin Vega</p> <p>22 Larry Montrose</p> <p>23 Kent Vaughan</p> <p>24</p> <p>25</p>
<p>1 INDEX</p> <p>2</p> <p>3 WITNESS: DIR CROSS RD RC REBUTTAL</p> <p>4 NICOLAZA de la PUENTE</p> <p>5 BY MR. BARBER 17 48 86</p> <p>6 BY MS. HILDEN 33 50</p> <p>7 J.T. THOMAS</p> <p>8 BY MR. BARBER 53</p> <p>9 BY MS. HILDEN 60</p> <p>10 KENT VAUGHAN</p> <p>11 BY MS. HILDEN 62</p> <p>12 BY MR. BARBER 66</p> <p>13 BENJAMIN VEGA</p> <p>14 BY MS. HILDEN 73</p> <p>15 BY MR. BARBER 78</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 INDEX</p> <p>2 UNION</p> <p>3 EXHIBITS: IDENT. ADMITTED</p> <p>4 2 Collective Bargaining Agreement 22 52</p> <p>5 between Worklife Financial, Inc.</p> <p>6 dba Grand Sierra Resort and</p> <p>7 Casino and Culinary Workers Union</p> <p>8 Local 226</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

<p>5</p> <p>1 -oOo-</p> <p>2 RENO, NEVADA, THURSDAY, AUGUST 25, 2016, 10:18 A.M.</p> <p>3 -oOo-</p> <p>4 (Joint Exhibits 1 through 3 marked for</p> <p>5 Identification.)</p> <p>6 ARBITRATOR LaROCCO: Good morning, my name is</p> <p>7 John LaRocco. I have been appointed by the Culinary</p> <p>8 Workers Union Local 226 and Grand Sierra Resorts &</p> <p>9 Casino to be the arbitrator in a grievance involving</p> <p>10 slot technicians.</p> <p>11 Before I go any further, I'd like the</p> <p>12 counselors to make their appearance for the record,</p> <p>13 starting with the union's counsel.</p> <p>14 MR. BARBER: For the union, David L. Barber of</p> <p>15 Davis, Cowell & Bowe in San Francisco.</p> <p>16 MS. HILDEN: For the employer, Susan Hilden,</p> <p>17 associate general counsel.</p> <p>18 ARBITRATOR LaROCCO: Before going on the record</p> <p>19 this morning, I had an off-the-record discussion with</p> <p>20 Mr. Barber and Ms. Hilden. I'm going to try to describe</p> <p>21 that discussion accurately for the record.</p> <p>22 The parties indicated to me that it was not</p> <p>23 necessary to sequester witnesses, so the witnesses are</p> <p>24 in the hearing room.</p> <p>25 We have two issues presented today. The first</p>	<p>6</p> <p>1 issue is a preliminary issue which reads: What is the</p> <p>2 proper scope of the grievance? The second issue is:</p> <p>3 Depending on the answer to the preliminary issue, did</p> <p>4 the employer violate the agreement with respect to wage</p> <p>5 increases? And if so, what shall be the remedy?</p> <p>6 With regard to the last portion of that issue,</p> <p>7 the remedial part, the parties have indicated that if</p> <p>8 any remedy should be inappropriate, the arbitrator shall</p> <p>9 remand the case to the parties for them to try to work</p> <p>10 out the appropriate remedy. If they are unable to do</p> <p>11 so, the arbitrator retains jurisdiction over the</p> <p>12 grievance to decide the remedy.</p> <p>13 We marked some joint exhibits. Joint Exhibit</p> <p>14 No. 1 is a Collective Bargaining Agreement from 2010 to</p> <p>15 20-whatever. Joint Exhibit 2 is the June 23, 2015,</p> <p>16 grievance, and Joint Exhibit 3 is the progression of the</p> <p>17 grievance to arbitration. Of course, joint exhibits are</p> <p>18 automatically admitted into evidence.</p> <p>19 (Joint Exhibits 1 - 3 admitted into Evidence.)</p> <p>20 ARBITRATOR LaROCCO: Now, Mr. Barber and</p> <p>21 Ms. Hilden, have I stated correctly for the record all</p> <p>22 of the understandings and stipulations that we made</p> <p>23 while we were off the record?</p> <p>24 MR. BARBER: Yes. I would suggest perhaps that</p> <p>25 the -- in terms of the preliminary question, which is</p>
<p>7</p> <p>1 the scope of the grievance, I think the parties have</p> <p>2 even a narrower understanding of what that involves, and</p> <p>3 the question is really whether the scope of the</p> <p>4 grievance is only slot tech I's or whether it is all</p> <p>5 slot techs.</p> <p>6 MS. HILDEN: Correct.</p> <p>7 ARBITRATOR LaROCCO: With that, that's a good</p> <p>8 construction of the preliminary issue.</p> <p>9 Mr. Barber, you may proceed with an opening</p> <p>10 statement on behalf of the union.</p> <p>11 MR. BARBER: Thank you.</p> <p>12 So the grievance here today is about slot</p> <p>13 technicians and about their -- the wage increases that</p> <p>14 are due to them under the current Collective Bargaining</p> <p>15 Agreement. There is -- part -- as part of this</p> <p>16 Collective Bargaining Agreement -- and it has been --</p> <p>17 start again.</p> <p>18 There have been three Collective Bargaining</p> <p>19 Agreements that cover this property since 2001, and</p> <p>20 there's been a side letter about slot technicians that's</p> <p>21 been part of each of those Collective Bargaining</p> <p>22 Agreements. It sets out some basic categories of slot</p> <p>23 technicians. Slot technicians are skilled employees.</p> <p>24 They work with the slot machines.</p> <p>25 And the side letter sets out six pay grades</p>	<p>8</p> <p>1 within the slot technician category. There's a new hire</p> <p>2 category, which is for the first 90 days. It's sort of</p> <p>3 like a probationary period. There's a certain wage rate</p> <p>4 for that. There apprentice slot technicians. And</p> <p>5 there's a separate rate for apprentices when they first</p> <p>6 become an apprentice and then for an apprentice after</p> <p>7 one year of employment. They get a raise after that one</p> <p>8 year for the rest of the time they remain an apprentice.</p> <p>9 There's a slot tech I. You become a slot tech I either</p> <p>10 by having two years of experience doing this at another</p> <p>11 property or by serving as an apprentice for two years</p> <p>12 and by taking a test. There's a separate pay grade for</p> <p>13 a slot tech I after one year of being on the job as a</p> <p>14 slot tech I.</p> <p>15 There is again a slot tech II grade. And</p> <p>16 again, you become a slot tech II with four years of</p> <p>17 experience and taking a test. At least that's what it</p> <p>18 says in the letter.</p> <p>19 And the employer has -- there's -- there's --</p> <p>20 what's not at issue is the staffing levels of these --</p> <p>21 of these different grades. There's not going to be --</p> <p>22 that's not before us today. But you don't automatically</p> <p>23 become a slot tech II at four years. You have to wait</p> <p>24 for a slot tech II position to open up, and then you</p> <p>25 would move into that position.</p>

<p>13</p> <p>1 here, is whether the wage increases that are contingent 2 upon a \$2 million profit should have been applied to 3 each classification for each year and be cumulative or 4 whether they only apply to employees who happened to be 5 employed on the date that the wage increase was given by 6 the employer. 7 And you can see that that's going to lead to 8 diverging pay scales depending on which of those 9 interpretations is correct. If the union's 10 interpretation is correct, the pay scales are going to 11 march all together. New hires are going to be receiving 12 the increased rates that are subject to these prior 13 increases contingent upon profit. 14 If the employer is correct in their 15 interpretation, these increases will accrue to 16 individuals and raise their wages but would not accrue 17 to the classification, and a new hire brought into a 18 particular classification would be making this beginning 19 rate that's set forth on the charts in the contract and 20 would not be getting those -- the benefit of those 21 profit-contingent increases. And so that's the -- I 22 hope I made understandable what the dispute between the 23 parties is, and the union will present evidence that its 24 interpretation is correct. 25 ARBITRATOR LaROCCO: Ms. Hilden, would you like</p>	<p>14</p> <p>1 to give an opening statement at this time on behalf of 2 the employer? 3 MS. HILDEN: I would. 4 ARBITRATOR LaROCCO: You may proceed. 5 MS. HILDEN: If the contract is clear on its 6 face, which we believe this one is, evidence as to 7 intent or the content of negotiations that produced the 8 contract is not admissible. So, you know, this evidence 9 as to negotiations and past contracts we would submit is 10 inadmissible because we believe the contract is clear on 11 its face. 12 The contract states that employees will receive 13 increases. And employees are defined as the 14 agreement -- in the agreement as persons directly 15 employed by the employer. So GSR, understanding and 16 believing that increases apply to employees, has since 17 2013 used that interpretation and given the stated 18 increases when they are due to people who are actually 19 employed at the time. 20 And because the property had been losing money, 21 there were discussions -- and the evidence will show 22 that the idea was to give increases to those people who 23 stayed and who contributed to the success of the 24 property, thus bringing about the -- the profits of the 25 company that would trigger the wage increase. So the</p>
<p>15</p> <p>1 wage increase applied to employees. It didn't apply to 2 the wage classification. It didn't -- if that had been 3 the case, the contract would state that all, you know, 4 wages will be increased. It could have very easily said 5 that. And instead it said: Employees will receive an 6 increase. And that is what GSR believed based on the 7 negotiations, if we get into that, and that is what we 8 believe the contract clearly shows. 9 And I do want to just address the preliminary 10 issue of what's covered, because the contract provides 11 that the written grievance shall set forth -- this is 12 Article 1802: The written grievance shall set forth the 13 provisions of the Agreement alleged to have been 14 violated, and every effort will be made to set forth all 15 the known facts allegedly constituting the violation. 16 And then Article 18.03 states: "An arbitrator shall 17 only have the power and authority to interpret and apply 18 the provisions of this Agreement to the grievance 19 presented, and his decision shall apply only to the 20 issue arising out of the facts of such grievance." 21 It also states -- and this is relevant to the 22 contract interpretation issue -- "The arbitrator shall 23 have no authority to alter, amend, modify, nullify, 24 ignore or add to the provisions of the Agreement either 25 by implication or otherwise."</p>	<p>16</p> <p>1 So the employer here applied the 2 straightforward contract terms, which it in good faith 3 believed was what the parties intended. Even if it 4 turns out that the union believed it should be applied 5 otherwise and that's what they intended and inferred, 6 that is insufficient to prove a breach by the employer. 7 So that's our position. 8 ARBITRATOR LaROCCO: Okay. Mr. Barber, you may 9 call the union's first witness. 10 MR. BARBER: Thank you. Nico de la Puente, 11 please. 12 ARBITRATOR LaROCCO: Okay. Ms. de la Puente, 13 if you'll go down by that chair and remain standing for 14 a moment, please -- 15 THE WITNESS: All right. 16 ARBITRATOR LaROCCO: -- and raise your right 17 hand. 18 NICOLAZA de la PUENTE, 19 having been duly sworn by the arbitrator, 20 was examined and testified as follows: 21 ARBITRATOR LaROCCO: Be seated, please, and 22 state your name. 23 THE WITNESS: Nicolaza de la Puente. 24 ARBITRATOR LaROCCO: Spell your last name. 25 THE WITNESS: D-e, space, l-a, space,</p>

<p>17</p> <p>1 P-u-e-n-t-e.</p> <p>2 ARBITRATOR LaROCCO: Okay. Direct examination,</p> <p>3 Mr. Barber.</p> <p>4 MR. BARBER: Okay.</p> <p>5 DIRECT EXAMINATION</p> <p>6 BY MR. BARBER:</p> <p>7 Q Ms. de la Puente, what's your current job?</p> <p>8 A I -- I am the union representative for Reno.</p> <p>9 Q For which union?</p> <p>10 A Local 226 culinary.</p> <p>11 Q How long have you had that position?</p> <p>12 A Full-time, 14 years.</p> <p>13 Q So what year did you start full-time?</p> <p>14 A 2003.</p> <p>15 Q Were you involved with the union before that?</p> <p>16 A Yes, I was.</p> <p>17 Q What was your position with the union before</p> <p>18 that?</p> <p>19 A I got involved with the union 19-- early</p> <p>20 '80s, and I was shop steward, I was a union president, I</p> <p>21 became a full-time representative.</p> <p>22 Q Okay. What years were you union president?</p> <p>23 A 1989. No, no, not 1989. 1997 to 2004.</p> <p>24 Q All right. 2004. And were you president of</p> <p>25 Local 226 or a different local?</p>	<p>18</p> <p>1 A It was Local 86 --</p> <p>2 Q Okay.</p> <p>3 A -- before it became Local 226.</p> <p>4 Q Okay. And did -- what -- what's the</p> <p>5 relationship between Local 86 and Local 226?</p> <p>6 A Well, we were supported by Local 226 because</p> <p>7 our local was very small in here, and we were a branch</p> <p>8 of the culinary in Reno joining Local 226 in Vegas.</p> <p>9 Q Okay. What -- right now, since 2004, actually,</p> <p>10 since -- what has been the status of Local 86?</p> <p>11 A Well, in 2004 we merged with Local 226 in Las</p> <p>12 Vegas, and then Local 86 became no more.</p> <p>13 Q Okay. How long have you lived in Reno?</p> <p>14 A Almost 40 years.</p> <p>15 Q Almost --</p> <p>16 A 40, yeah.</p> <p>17 Q -- 40?</p> <p>18 Were you involved with the negotiations of the</p> <p>19 first union contract at this property?</p> <p>20 A Yes, I was.</p> <p>21 MS. HILDEN: Again, I'll just assert kind of a</p> <p>22 standing objection on behalf of the employer to past</p> <p>23 negotiations.</p> <p>24 MR. BARBER: All right.</p> <p>25 ARBITRATOR LaROCCO: The arbitrator understands</p>
<p>19</p> <p>1 when construing a contract, I will start with the plain</p> <p>2 language of the agreement. If there is an ambiguity or</p> <p>3 there's a gap or something, then the union's theory of</p> <p>4 the case is the negotiating history or past practice</p> <p>5 might be an interpretive tool.</p> <p>6 MR. BARBER: The union also thinks the language</p> <p>7 is plain on its face, but that has not gotten us to a</p> <p>8 solution.</p> <p>9 ARBITRATOR LaROCCO: Okay. All right. So you</p> <p>10 have Union 1?</p> <p>11 MR. BARBER: Yes. Should I mark them? Would</p> <p>12 you like to mark them?</p> <p>13 ARBITRATOR LaROCCO: I will mark just the</p> <p>14 original, but you want to pass them out or --</p> <p>15 MR. BARBER: Sure.</p> <p>16 MS. HILDEN: I have one. That's okay.</p> <p>17 ARBITRATOR LaROCCO: So I'm marking for</p> <p>18 identification Union Exhibit 1 the '01 to '06 agreement.</p> <p>19 (Union Exhibit 1 marked for Identification.)</p> <p>20 MS. HILDEN: Actually, I'll take your extra</p> <p>21 copy so he can have it.</p> <p>22 MR. BARBER: Absolutely.</p> <p>23 MS. HILDEN: Thank you.</p> <p>24 Q MR. BARBER: Nico, do you recognize this</p> <p>25 document?</p>	<p>20</p> <p>1 A Yes.</p> <p>2 Q Okay. What is it?</p> <p>3 A This is a union agreement between the culinary</p> <p>4 workers and Reno Hilton, 2001-2006 contract.</p> <p>5 Q We're now sitting in the Grand Sierra. What's</p> <p>6 the relationship of the Reno Hilton to the Grand Sierra?</p> <p>7 A Okay. Reno Hilton had sold the building to --</p> <p>8 I believe it was Harrah's. Harrah's had sold it to Tom</p> <p>9 Schrade, if I remember correctly, and that's when it</p> <p>10 became Grand Sierra.</p> <p>11 Q So at the time that this contract was signed,</p> <p>12 what was the property called?</p> <p>13 A Reno Hilton.</p> <p>14 MR. BARBER: Okay. And did this contract --</p> <p>15 well, let me just -- because we were -- I'll move the</p> <p>16 admission of Union Exhibit 1.</p> <p>17 ARBITRATOR LaROCCO: Any objection?</p> <p>18 MS. HILDEN: No.</p> <p>19 ARBITRATOR LaROCCO: Union Exhibit 1 is</p> <p>20 admitted into evidence.</p> <p>21 (Union Exhibit 1 admitted into Evidence.)</p> <p>22 Q MR. BARBER: Could you look at page 35.</p> <p>23 A Okay.</p> <p>24 Q And I'm not going to ask you to testify about</p> <p>25 what's in the contract because we can see it and it's in</p>

<p>21</p> <p>1 evidence. But I -- I noticed that for many of these 2 classifications, for example, for -- take the top one, 3 baker, I see without any -- without -- there's no 4 explanation -- there's nothing that talks about it. 5 There are many pay grades for that under 2001 for baker 6 ranging from 10.75 to 15.25. 7 Do you know, did the company tell you anything 8 about why -- or do you know from your negotiations why 9 there are that many pay grades for some of these 10 classifications? 11 A I know from the negotiations that that's -- 12 those are the wages they -- the existing wages at that 13 time, which was the first contract. And that's what the 14 company presented to the union. 15 Q Do you know at that time what was the 16 difference between a baker who was paid 10.75 an hour 17 and a baker who was being paid 11.25 an hour? 18 A I do not. 19 Q Okay. So I think we're done with that contract 20 for now. At some point the union negotiated a successor 21 contract. Is that correct? 22 A Yes. 23 Q Were you involved in those negotiations? 24 A Yes. 25 Q Who was the -- who -- for -- for negotiating</p>	<p>22</p> <p>1 that first contract, who were the main negotiators for 2 the union? 3 A It was D. Taylor and Kevin Kline. 4 Q Who was the main negotiator for the company? 5 A Desi Massy. 6 Q Was he employed -- was he president? What was 7 his position with the company? 8 A He was the company lawyer. 9 Q And he -- so when you -- when you came to 10 negotiate the second contract, the successor contract, 11 who was the lead negotiator for the union? 12 A At that time it was Kevin Kline and off and on 13 J.T., and off and on I believe it was Cesar Armente. 14 But -- but Kevin was the main negotiator. 15 Q Who was the -- for that successor contract, who 16 was the main negotiator for the company? 17 A Desi, Desi Massy. 18 Q The same one? 19 A Yes. 20 Q I'm going to show you an exhibit marked Union's 21 Exhibit 2. 22 (Union Exhibit 2 marked for Identification.) 23 MR. BARBER: Do you have -- do you have a copy? 24 MS. HILDEN: Yeah. We'll take one for 25 everybody else.</p>
<p>23</p> <p>1 MR. BARBER: I only -- well, could I hold onto 2 this? 3 MS. HILDEN: Yes. 4 MR. BARBER: Okay. 5 ARBITRATOR LaROCCO: So Union Exhibit 2 is 6 Collective Bargaining Agreement of 2009-2010. 7 Q MR. BARBER: Do you recognize Union Exhibit 2? 8 A Yes. 9 Q What is that? 10 A This is the contract agreement for -- between 11 the union and Grand Sierra. 12 Q Okay. And was there a full contract in between 13 that first contract we looked at and this one? 14 A It was -- this was -- 2001-2006 was the first 15 one, and then it was an extension letter while we were 16 negotiating this one. 17 Q Now, were you involved in these negotiations? 18 A Yes. 19 Q Did you attend them? 20 A Yes. 21 Q Did the company make any -- who -- who -- who 22 was the -- who was the company at this time? Who was 23 running the property? 24 A We started with Tom Schrade and he had -- and 25 with J.P. Morgan.</p>	<p>24</p> <p>1 Q The bank? 2 A Yes. 3 Q At that time -- well, section 25.10 in this 4 contract in Union Exhibit 2 has a wage freeze. Did the 5 company -- why did -- why did you agree to a wage 6 freeze? 7 A It was agreed to wage freeze because it was 8 very difficult times for Schrade. When we started 9 negotiating, he was losing a lot of money, and so we had 10 to do a lot of sacrifices. We gave a lot to the 11 company, and we sacrificed among that the wage increase 12 for the employees. 13 Q Okay. Did J.P. Morgan retain ownership of the 14 property? 15 A For a little bit, yes, he did. 16 Q Okay. Who did J.P. Morgan sell to? 17 A To Meruelo Group. 18 Q And we have seen Joint Exhibit -- is that the 19 current owner? 20 A Yes. 21 Q We've seen Joint Exhibit 1, and I don't know if 22 you have a copy there. I have one. 23 A Oh, okay. 24 Q Joint Exhibit 1 has already been admitted into 25 evidence. It is the current contract. Were you present</p>

<p>25</p> <p>1 for negotiating --</p> <p>2 A Yes.</p> <p>3 Q -- this contract?</p> <p>4 Who was the lead negotiator for the union?</p> <p>5 A J.T.</p> <p>6 Q Who was the lead negotiator for the employer?</p> <p>7 A Desi Massy.</p> <p>8 Q Okay. The same guy?</p> <p>9 A Uh-huh.</p> <p>10 ARBITRATOR LaROCCO: The answer is "yes"?</p> <p>11 THE WITNESS: Yes.</p> <p>12 Q MR. BARBER: When was this current contract</p> <p>13 ratified?</p> <p>14 A November 17, 2011.</p> <p>15 Q Now, section 25.10 in this contract is</p> <p>16 different than in the prior contract. Instead of a wage</p> <p>17 freeze, it says "wage increase." And I'm going to ask</p> <p>18 you some questions. I think we all understand that this</p> <p>19 set the wage increase contingent on \$2 million in profit</p> <p>20 over a 12-month period. So you said that this was</p> <p>21 ratified in November of 2011?</p> <p>22 A Yes.</p> <p>23 Q So after -- then all of 2012 went by. That was</p> <p>24 one 12-month period. Was there a wage increase after</p> <p>25 that first 12-month period under the contract?</p>	<p>26</p> <p>1 A No.</p> <p>2 Q Did the company communicate anything to you</p> <p>3 about whether or not it had made a \$2 million profit in</p> <p>4 that period?</p> <p>5 A Not to me.</p> <p>6 Q Not to you one way or the other?</p> <p>7 A No.</p> <p>8 Q When was the first raise that your bargaining</p> <p>9 unit members received under this new contract?</p> <p>10 A It was about between November -- October,</p> <p>11 November, 2013, the \$0.10 raise.</p> <p>12 Q How much was it?</p> <p>13 A \$0.10.</p> <p>14 Q \$0.10 per hour?</p> <p>15 A Uh-huh.</p> <p>16 Q Is that "yes"?</p> <p>17 A Yes. Sorry.</p> <p>18 Q Please answer "yes" --</p> <p>19 A Okay. I'm sorry.</p> <p>20 Q -- for the record to be clear. Thank you.</p> <p>21 A Yes.</p> <p>22 Q How did you learn about that \$0.10 per hour</p> <p>23 increase?</p> <p>24 A Talking to employees.</p> <p>25 Q What did they say?</p>
<p>27</p> <p>1 A That -- they said that they -- they had gotten</p> <p>2 a \$0.10 raise.</p> <p>3 Q Did you communicate with the company about the</p> <p>4 reason for that increase?</p> <p>5 A No.</p> <p>6 Q Did the company inform you of the reason?</p> <p>7 A No.</p> <p>8 Q Did the company inform you of whether it had</p> <p>9 made a profit in 2013?</p> <p>10 A No.</p> <p>11 Q When was the next wage increase under the</p> <p>12 contract?</p> <p>13 A It was February -- I don't know the exact date,</p> <p>14 but it was February 2015.</p> <p>15 Q Okay.</p> <p>16 A Go ahead. I'm sorry.</p> <p>17 Q That's -- do you have any --</p> <p>18 A I was going to say \$0.15, but --</p> <p>19 Q So -- okay. So that was \$0.15 per hour?</p> <p>20 A Yes.</p> <p>21 Q In February of 2015?</p> <p>22 A (Witness nodding head.)</p> <p>23 Q How did you find out about that \$0.15-per-hour</p> <p>24 increase?</p> <p>25 A I was in HR at a meeting, and it had nothing to</p>	<p>28</p> <p>1 do with wages, but the company communicated to me that</p> <p>2 they had made the money and they were going to give the</p> <p>3 employees their raise.</p> <p>4 Q Did you learn from employees that they had in</p> <p>5 fact received that?</p> <p>6 A Yes.</p> <p>7 Q So that was sometime roughly February 2015?</p> <p>8 A Yes.</p> <p>9 Q When was the next increase, if any, in wages</p> <p>10 under the contract?</p> <p>11 A I am not sure when did that happen. I was sick</p> <p>12 for the first part of the year. But when I came back to</p> <p>13 work, which was beginning of May, that's when the</p> <p>14 employees informed me that they had gotten a \$0.15</p> <p>15 raise.</p> <p>16 Q May of what year?</p> <p>17 A 2016.</p> <p>18 Q Okay. And how much had they gotten in a raise?</p> <p>19 A \$0.15.</p> <p>20 Q Did the company communicate anything to you</p> <p>21 about that raise?</p> <p>22 A No.</p> <p>23 Q Did the company communicate anything to you</p> <p>24 about whether it had made a profit in 2015?</p> <p>25 A No.</p>

<p>53</p> <p>1 ARBITRATOR LaROCCO: Let's take a short recess.</p> <p>2 Off the record.</p> <p>3 (Break taken.)</p> <p>4 ARBITRATOR LaROCCO: Mr. Barber, you may call</p> <p>5 Union's next witness.</p> <p>6 MR. BARBER: Thank you. J.T. Thomas, please.</p> <p>7 ARBITRATOR LaROCCO: Would you remain standing</p> <p>8 for a moment, please, and raise your right hand.</p> <p>9 J.T. THOMAS,</p> <p>10 having been duly sworn by the arbitrator,</p> <p>11 was examined and testified as follows:</p> <p>12 ARBITRATOR LaROCCO: Okay. You affirm you'll</p> <p>13 give us the truth.</p> <p>14 THE WITNESS: All right.</p> <p>15 ARBITRATOR LaROCCO: Please state your full</p> <p>16 name.</p> <p>17 THE WITNESS: J.T. Thomas.</p> <p>18 ARBITRATOR LaROCCO: Spell your last name.</p> <p>19 THE WITNESS: T-h-o-m-a-s.</p> <p>20 ARBITRATOR LaROCCO: Mr. Barber, direct</p> <p>21 examination.</p> <p>22 MR. BARBER: Thank you.</p> <p>23 DIRECT EXAMINATION</p> <p>24 BY MR. BARBER:</p> <p>25 Q J.T., what is your position with the culinary</p>	<p>54</p> <p>1 union?</p> <p>2 A I am the director of the legal affairs.</p> <p>3 Q How long have you had that position?</p> <p>4 A About eight years.</p> <p>5 Q So going back to what -- what year?</p> <p>6 A Whoa, eight years, 16 probably, '90 -- no, not</p> <p>7 '90. Probably 2003, '4. Somewhere in there.</p> <p>8 Q Okay. Did you have a position with the</p> <p>9 culinary before then?</p> <p>10 A Yes.</p> <p>11 Q What was that?</p> <p>12 A I was a department head on the grievance</p> <p>13 representative.</p> <p>14 Q When did you start -- do you have</p> <p>15 responsibilities for union contracts in the Reno area?</p> <p>16 A Correct.</p> <p>17 Q When did you start having those</p> <p>18 responsibilities?</p> <p>19 A That was maybe 2009, '10.</p> <p>20 Q Were you involved -- we've seen three union</p> <p>21 contracts.</p> <p>22 A Correct.</p> <p>23 Q Were you involved in the negotiation of the</p> <p>24 first contract with this property?</p> <p>25 A The first contract with this property?</p>
<p>55</p> <p>1 Q Yeah. With -- with the Reno Hilton.</p> <p>2 A No.</p> <p>3 Q Were you involved with the negotiation of the</p> <p>4 second contract that was that -- that 2009 contract?</p> <p>5 A Yes.</p> <p>6 Q What was your role in those negotiations?</p> <p>7 A I was to come up and to assist Kevin, Kevin</p> <p>8 Kline.</p> <p>9 Q Okay. And who spoke for the union during those</p> <p>10 negotiations?</p> <p>11 A Kevin Kline.</p> <p>12 Q Okay. Who spoke for the employer?</p> <p>13 A Desi Massy.</p> <p>14 Q I understand he was an attorney.</p> <p>15 A Correct.</p> <p>16 Q The 2009 contract has a wage freeze in it. Do</p> <p>17 you know why there's a wage freeze?</p> <p>18 A If I'm right, it was because there were --</p> <p>19 there were financial troubles, and they couldn't afford</p> <p>20 to give a wage increase.</p> <p>21 Q Were you involved in the negotiation of the</p> <p>22 current contract?</p> <p>23 A Correct.</p> <p>24 Q That's "yes"?</p> <p>25 A Yes.</p>	<p>56</p> <p>1 Q Okay. What was your role in negotiating that</p> <p>2 contract?</p> <p>3 A I was the chief negotiator.</p> <p>4 Q Who -- who was the chief negotiator for the</p> <p>5 employer on that contract?</p> <p>6 A Desi Massy.</p> <p>7 Q When you -- when it came to negotiating wages</p> <p>8 for that current contract, what was the -- what was the</p> <p>9 company's proposal on wages?</p> <p>10 A Actually, there was none. The company had --</p> <p>11 the company had no proposal. They actually wanted to</p> <p>12 give zero. They couldn't afford it.</p> <p>13 Q Did the union make a proposal?</p> <p>14 A Yes.</p> <p>15 Q What was that proposal?</p> <p>16 A We proposed if the company made an increase of</p> <p>17 \$2 million in a year, within a 12-month period, that the</p> <p>18 employees would get a first year, I think it was \$.10,</p> <p>19 and if they made that same thing the second year, was</p> <p>20 .15 and .15 and on and on.</p> <p>21 Q So how did you make that proposal?</p> <p>22 A Well, I think it was at the table, and I was</p> <p>23 directing it to Desi, and I asked Desi, I said, "Hey,</p> <p>24 look, what if we base this wage -- I mean, our increase</p> <p>25 on a number that the company would hit at a certain --</p>

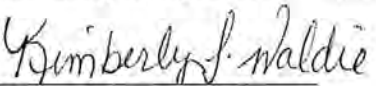
<p style="text-align: right;">89</p> <p>1 ARBITRATOR LaROCCO: Okay. The record is 2 closed. We're in adjournment. 3 THE REPORTER: What would you like to order? 4 Full-size, condensed, electronic copy? 5 MS. HILDEN: Electronic only is fine. 6 THE REPORTER: Would you like copies of the 7 exhibits? 8 MS. HILDEN: No exhibits. 9 MR. BARBER: Could I get a condensed and 10 electronic. No exhibits. 11 (Conclusion of the proceedings at 12:26 p.m.) 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">90</p> <p>1 2 STATE OF NEVADA)) ss. 3 COUNTY OF WASHOE) 4 5 I, KIMBERLY J. WALDIE, Certified Court 6 Reporter in and for the State of Nevada, do hereby 7 certify: 8 That the foregoing proceedings were taken 9 by me at the time and place therein set forth; that the 10 proceedings were recorded stenographically by me and 11 thereafter transcribed via computer under my 12 supervision; that the foregoing is a full, true and 13 correct transcription of the proceedings to the best of 14 my knowledge, skill and ability. 15 I further certify that I am not a relative 16 nor an employee of any attorney or any of the parties, 17 nor am I financially or otherwise interested in this 18 action. 19 I declare under penalty of perjury under 20 the laws of the State of Nevada that the foregoing 21 statements are true and correct. 22 Dated this 7th day of August, 2016. 23 24  25 Kimberly J. Waldie, CCR #720</p>
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Exhibit E

IN ARBITRATION PROCEEDINGS BEFORE
ARBITRATOR JOHN B. LaROCCO

In the Matter of a Controversy

between

CULINARY WORKERS UNION LOCAL 226,

Union,

and

GRAND SIERRA RESORTS,

Employer

Re: Slot Tech Wages

UNION'S POST-HEARING BRIEF

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INTRODUCTION

This arbitration is about a contract provision that requires raises of 10 cents or 15 cents per hour to employees at the Grand Sierra Resort. The raises are to be given each year if the Employer reaches a profit target of at least \$2 million in net profits.

The Union discovered that the Employer was not paying certain Slot Techs at what the Union believed was the proper rate, taking the raises into account. Through investigation and meetings with the Employer, it was determined that the Union and the Employer have divergent interpretations of section 25.10 of the collective-bargaining agreement. The Union believes that when the profit target is met, the resulting wage increase goes to all employees—regardless of whether they were employed during the year when the property made the profit. Thus, the profit-dependent wage increase, increases the wage scales of all Slot Tech classifications by 10 or 15 cents. This follows the prior practice at this property (before a recessionary wage freeze in the late 2000s): wage increases applied across classifications and did not depend on date of hire.

The Employer has instead been giving wage increases only to employees who work for the Employer on the date the increase is given. (Although, as discussed below, the vice president for hotel operations could not clearly state exactly how the Employer determined which employees would be eligible for a raise under its interpretation.) The Employer considers the wage increases to be a “reward” for helping the Employer attain a profit, even though this theory is not found anywhere in the CBA.

As argued below, the Union’s interpretation makes better sense of section 25.10 and of other language in the CBA, as well as of the history of collective bargaining at the Grand Sierra. The Union asks the Arbitrator to rule for the Union’s interpretation with respect to Slot Tech wages.¹

FACTS

Local 226 has been party to three successive collective-bargaining agreements at the hotel and casino that is now known as the Grand Sierra Resort. The first was in effect from 2001 until 2006, when the hotel was known as the Reno Hilton. (Union Exhibit [“UX”]-1.) The

¹ The wage rates of classifications other than Slot Techs are not at issue in this arbitration.

second CBA reflected a change in ownership and in the name of the property and ran from 2009 to 2010. (UX-2.) The third and current CBA was ratified on November 17, 2011. (Joint Exhibit ["JX"]-1; Transcript ["TR"] 25:14.)

Each of the CBAs covers roughly the same range of employee classifications, including a number of food-services classifications from baker to snack-bar associate, hotel service classifications such as bell person and guest room attendant, and casino classifications such as booth cashier and slot associate. The CBAs also contain various provisions concerning the duties and working conditions applicable to particular employee classifications or groups of classifications. For example, Article 19 contains provisions that apply specially to banquet events, and section 19.01 states that "Banquet Captains, Banquet Bartenders, Coffee Servers, Banquet Bar Runners, Banquet Cocktail Servers, and Banquet Food Servers are Banquet employees carried by the Employer on its regular payroll and are covered by all provisions of this Article." (JX-1 at 27.) Section 5.09 discusses what happens when an employee works in two or more different job classifications in a single day—the employee is paid at the rate for each respective classification for the time worked in that classification. (JX-1 at 12.)

The classifications at issue in this arbitration are Slot Techs. Each CBA includes as "Side Letter #1" an agreement about slot techs. (UX-1 at 59; UX-2 at 53; JX-1 at 62.) The side letter sets out qualifications and paths to advancement for several different levels or gradations of slot techs, from Apprentice to Slot Tech II. New hires undergo a three-month probationary period. If they have less than two years of experience doing slot-tech work, they then become Apprentice Slot Techs. After a two-year apprenticeship, an Apprentice Slot Tech may take a test to be promoted to Slot Tech I when a position becomes available. After at least two years as a Slot Tech I and after passing another test, an employee is eligible to become a Slot Tech II when a position opens up. Employees with enough prior experience and skill may be hired directly as a Slot Tech I or II. In keeping with the skilled nature of Slot Tech work, the side letter provides for on-the-job training and for employer-funded classes for relevant skills.

The Slot Tech Side Letter concludes with a table entitled "Wages." The table from the first CBA (UX-1 at 60) is reproduced here as Table 1:

- an order that correct wage rates be paid to all Slot Techs; and
- an order that the Employer make whole any Slot Techs who were not paid the proper wage rates by paying them back pay, in amounts that the Employer and Union will cooperate to calculate, with the Arbitrator retaining jurisdiction over calculation and implementation of such remedy.

October 24, 2016

Respectfully submitted,

DAVIS, COWELL & BOWE, LLP

/s/ David L. Barber

David L. Barber

Attorneys for

Culinary Workers Union Local 226

Exhibit F

In the Matter of:

CULINARY WORKERS UNION LOCAL 226,

Union,

and

GRAND SIERRA RESORT AND CASINO,

Company.

OPINION AND AWARD

Grievance Concerning Slot Technicians

Hearing Date: August 25, 2016

Hearing Location: Reno, Nevada

Date of Award: January 3, 2017

John B. LaRocco

Arbitrator

2001 H Street

Sacramento, CA 95811

APPEARANCES

For the Union

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For the Company

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The Meruelo Group
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OPINION

I. INTRODUCTION

On June 23, 2015, the Culinary Workers Union Local 226 (Union) initiated a grievance charging that Grand Sierra Resorts and Casino (GSR or Company) violated the applicable Collective Bargaining Agreement by failing to set the wage rate at \$15.16 per hour for all Slot Technician I's.¹ [Joint Exhibit 2] Thereafter, the Union progressed the grievance to arbitration. [Joint Exhibit 3]

At the arbitration hearing, the Company and Union stipulated that the following two issues are presented to the Arbitrator: 1) Whether the scope of the grievance is restricted to Slot Technician I's or whether the scope of the grievance includes all Slot Technicians, and 2) Did the Company violate the Collective Bargaining Agreement with respect to wage increases and if so, what shall be the remedy? [TR 6-7]

With regard to the second issue, the parties stipulated that should any remedy be appropriate, the Arbitrator shall remand the case to the parties to afford them an opportunity to fashion an appropriate remedy. If the parties are unable to agree upon a remedy, the Arbitrator retains jurisdiction over the grievance. [TR 6]

At the conclusion of the hearing, the Union and Company expressed a preference for filing post-hearing briefs in lieu of closing oral arguments. The Arbitrator received the briefs on or about October 24, 2016 and the matter was deemed submitted.

¹ The Meruelo Group, LLC owns the GSR.

II. PERTINENT AGREEMENT PROVISIONS

The 2010 to 2020 Collective Bargaining Agreement (Agreement) is the third labor contract negotiated on this property.²

Article 18 governs grievances and arbitration. Article 18.01 provides:

For purposes of this Agreement, a grievance is a dispute or difference of opinion between the Union and the Employer involving the meaning, interpretation of and application to employees covered by this Agreement, or alleged violation of any provision of this Agreement. [Joint Exhibit 1]

Article 18.03(4) contains two sentences setting the parameters of the Arbitrator's authority. Those two sentences read:

An arbitrator shall only have the power and authority to interpret and apply the provisions of this Agreement to the grievance presented, and his decision shall apply only to the issue arising out of the facts of such grievance. The arbitrator shall have no authority to alter, amend, modify, nullify, ignore or add to the provisions of the Agreement either by implication or otherwise. [Joint Exhibit 1]

Article 25.10 of the Agreement provides:

As of the end of each calendar year during the term of this Agreement, the Employer's revenues and net operating profit for the preceding 12-month period shall be calculated. Net operating profit for this purpose is defined as revenues less reasonable and necessary operating expenses including cost of goods, labor, rent and overhead (advertising, promotion, utilities, printing, uniforms, property taxes, repairs and maintenance) but does not include interest, taxes, depreciation and amortization. The Union shall be notified in writing of the results of the calculation no later than January 25 of the year following the 12-month period and shall be supplied a copy of the Employer's statement of income and expenses and profit and loss statement for the period covered by the determination, with the statement of income and expenses broken down by month.

² The Agreement refers to the Company as "Worklife Financial Inc. dba Grand Sierra Resort and Casino".

If the Employer's net operating profit for the first 12-month period is \$2,000,000.00 or more, then all employees covered by this Agreement shall receive a wage increase of \$0.10 per hour. If the Employer's net operating profit for any part of the subsequent 12-month period is \$2,000,000.00 or more, then all employees covered by this Agreement shall receive a further wage increase of \$0.15 per hour. These increases shall be effective for all hours worked on and after February 1 of the year following the respective 12-month period that produced the increase. All wage increases provided for in this section shall be cumulative. [Joint Exhibit 1] [Emphasis added]

The Slot Technician wage chart, which appears on page 45 of the Agreement, is set for the below.

Classification		Pay Rate*
New Hire	70%	\$10.98
Apprentice	75%	\$11.77
After One year	85%	\$13.34
Slot Tech	90%	\$14.12
After One Year	95%	\$14.91
Slot Tech II	100%	\$15.69

The above chart demonstrates that there are six classifications of Slot Technicians, including Slot Technician I and Slot Technician I after one year.

Article 1.01, the recognition clause, reads:

The Employer recognizes the Union as the collective bargaining representative for the Employer's employees working under the Union's jurisdiction at the Employer's facility located at 2500 East Second Street, Reno, Nevada 89595, and working in those job classifications listed in Exhibit 1 attached hereto and made a part of this Agreement. The term "employee" or "employees" as used in this Agreement means all persons directly employed by the Employer within the classifications set forth in Exhibit 1 attached hereto and made a part of this Agreement. The term "employee" or "employees" as used in this Agreement means all persons directly employed by the Employer within the classifications set forth in Exhibit 1, but excluding all other employees and excluding supervisors,

as defined in the Labor Management Relations Act as amended. Any classification established by the Employer not listed in Exhibit 1 where the employees perform duties covered by this Agreement shall be a part of this Agreement at a wage rate comparable to related job classifications. If the Union and the Employer cannot agree on the wage rate or the inclusion for any new classification, the issue may be submitted to the grievance procedure. The present practice of the hotel in regard to bargaining unit and non-bargaining unit work will continue, but cannot be expanded unless the Employer meets with the Union and bargains for any changes. [Joint Exhibit 1] [Emphasis added.]

III. BACKGROUND AND SUMMARY OF THE FACTS

The 2001-2006 Collective Bargaining Agreement, the first agreement on the property, provided for annual increases to the wage rate for the six classifications of Slot Technicians in the bargaining unit.³ More specifically, the 2001 Agreement provided for an annual increase in the wage rate for Slot Technicians every July 1. The wage progression chart in the 2001 Agreement for Slot Technician I listed a starting pay rate at \$14.24 per hour on July 1, 2001 with an increase to \$14.43 on July 1, 2002; an increase to \$14.57 on July 1, 2004; and an increase to \$14.91 on July 1, 2005. [Union Exhibit 1]

Article 25.10 of the second Collective Bargaining Agreement (the 2009-2010 Agreement) on the property stated:

The wages in effect at the time when the parties execute this Agreement will remain frozen for the duration of this Agreement. This wage freeze also applies to any new classifications that the Employer may implement as provided in this Agreement. [Union Exhibit 2]

Nicolaza de la Puente, the Union's Reno Representative and a former Local Union President, testified that the Union and Company agreed to a wage freeze because the Company

³ The parties to the 2001 Agreement were the Union and the Reno Hilton. [TR 24]

was losing money. J.T. Thomas, Director of Legal Affairs for the Union, concurred with de la Puente that the wage freeze was incorporated into the 2009-2010 Agreement because the property was experiencing financial troubles. [TR 55]

The Meruelo Group acquired the GSR in April, 2011. Kent Vaughan, Senior Vice President of Hotel Operations, stated that the property was “distressed” at the time the Meruelo Group purchased it. [TR 64]

Thomas was the Union’s chief negotiator and Desmond Massey was the Company’s chief negotiator during bargaining on the Agreement.⁴ [TR 56, 25] The Agreement was ratified on November 17, 2011. [TR 25]

Thomas testified that the Union drafted the language which became Article 25.10 of the Agreement. [TR 57] Thomas declared that, after Massey discussed the Union’s proposal with Company officials, Massey agreed to Article 25.10. [TR 58] Both Thomas and de la Puente stated that the negotiators did not discuss whether any increases would apply to future employees or just those workers employed on the date of the increase. [TR 60, 45]

Vaughan recalled that the Company’s position was that if the Company achieved a \$2 million profit, additional compensation should go to the team members who participated in producing the profit. Vaughan elaborated that there was not any discussion during the negotiations that an increase would apply to wage scales. [TR 64-65]

Ben Vega, General Counsel for the Meruelo Group, related that Massey kept him apprised of the negotiations. Vega did not recall any discussion about applying a wage increase to people not employed when the increase was given. [TR 74-76]

⁴ Massey passed away in March, 2016. [TR 74]

The Company did not make the \$2 million profit goal in 2012 or 2013. [TR 70] Vaughan declared that, despite falling short of the profit target, the Company gave employees a \$0.10 per hour increase in October or November of 2013 because the Meruelo Group wanted to recognize the employees' efforts to turn the property around. [TR 71] Vaughan stressed that the increase was not required under the Agreement. [TR 72]

Vaughan testified that the Company gave employees an increase of \$0.15 per hour in February, 2015 because the Company reached the profit goal in 2014. [TR 70]

According to De la Puente, the employees also received a wage increase of \$0.15 per hour in early 2016 because the Company reached the \$2 million profit goal in 2015. [TR 28]

Vaughan and Vega testified that each of the three increases were paid to employees who were employed by the Company as of the date of the increase. Vaughan explained that the team members who assisted in the Company's success in a given year should be rewarded with an increase. [TR 65] Vega elaborated that those employees hired in January of 2016 received the February, 2016 wage increase because the Company needed to pick a date. [TR 77] Vega declared that a majority of the employees who received the increase were employed at least in part during the prior year when the Company was making the profit. [TR 77]

De la Puente related that Rodney Henderson, a Slot Technician II, informed de la Puente that the Company was not paying the correct amount of compensation to three or four Slot Technician I's.⁵ [TR 29, 32, 33]

De la Puente had several meetings with Larry Montrose in Human Resources. De la Puente told Montrose that the wage increases must be a progression. [TR 44] Montrose

⁵ Henderson told De la Puente that the Company was paying him the correct amount. [TR 32]

responded that only employees employed at the time of a particular increase were entitled to the increase. [TR 43] When these discussions became fruitless, the Union grieved. [TR 32]

The first sentence of the June 23, 2015 grievance states that “. . . a grievance exists on behalf of the Slot Technicians I and II concerning wage scales.” The grievance sought to bring the “Slot Tech I” wages up to \$15.16 per hour, but does not mention an hourly wage for any other class of Slot Technician. [Joint Exhibit 2] De la Puente explained that the grievance asked for \$15.16 as the hourly wage for Slot Technicians I by adding the \$0.10 increase in 2014 and the \$0.15 increase in 2015 to the Slot Technician I \$14.91 hourly rate. [TR 37]

De la Puente acknowledged that the Agreement does not contain a wage rate progression or a wage rate table listing increases to the wages for each classification. [TR 44] She noted that the parties could have carried forward the wage progression chart from the first agreement, but they did not do so. [TR 42]

IV. THE POSITIONS OF THE PARTIES

A. The Union's Position

The Company and the Union share an equal burden of proof to show the proper intent and purpose of language in Article 25.10 of the current Agreement. The Union's interpretation is more reasonable than the Company's interpretation because it applies the wage increase to the wage scales for all classes of Slot Technicians.

The text of Article 25.10 is not ambiguous. The plain meaning of “all employees covered by the Agreement”, is any employee performing service in the bargaining unit. Employees hired after February of each year are covered by the Agreement. The language in Article 25.10 goes on to state that the increase is effective on all hours worked after February 1 which necessarily includes all workers regardless of when they start employment.

The Company's interpretation is not reasonable because it sets an arbitrary date for who receives and who does not receive an hourly wage increase. The Agreement does not set forth any such cut-off date. Under the Company's interpretation, an employee hired in March receives lower pay than other Slot Technicians in the same classification, even though Article 25.10 requires that the pay increase to be applied to all hours worked after February 1.

Article 25.10 also states that the wage increases must be cumulative. Under the Company's interpretation, increases would only be cumulative for employees who were working for the Company before the first of the three increases.

The definition of an "employee" in Article 1.01 supports the Union's interpretation of Article 25.10. This definition refers to all persons directly employed in the classification. Thus, equal compensation must be paid to all workers in each classification. The Union bargains on behalf of all members of the bargaining unit. It is therefore, logical that an hourly wage increase must apply to all members of the bargaining unit.

Article 25.10 does not contain any limitation which restricts the increases to just those workers employed at the time the increase is given. Under the first Agreement on the property, the raises were applied to every employee in a classification regardless of when hired. In Article 25.10, the Union and Company could not construct a pay increase scale like the one appearing in the first agreement because the parties did not know if there would be any wage increase and, if so, how many increases. During negotiations on the Agreement, the Company never communicated to the Union its intent that Article 25.10 only applied to employees who were employed at the time the wage increase is given.

The Company's interpretation is vague and inconsistent. It claims that the purpose of Article 25.10 was to reward employees who helped the Company achieve a profit yet,

the Company admits that it gives the wage increases to those people who are hired in January, even though they did not participate in the success of the Company during the prior year.

The grievance covers all Slot Technicians rather than just Slot Technicians I. It is not reasonable to address the problem with Slot Technician I's yet, leave the other Slot Technicians without a remedy.

The Union seeks a declaratory order that Article 25.10 applies to all employees who are or were employed as Slot Technician regardless of when an employee is hired. The Union also seeks an order that the Company correctly adjust the wage rate for all Slot Technicians and pay back pay to all Slot Technicians who did not receive each of the three wage increases.

B. The Company's Position

The grievance discussions between Montrose and de la Puente only involved three or four Slot Technicians I. The grievance only recites what increase (a raise up to \$15.16 per hour) the Union believes Slot Technicians I are entitled to receive. Thus, the scope of the grievance is limited to Slot Technicians I.

The language in Article 25.10 is clear and unambiguous. Each wage increase applies to "employees". The Company gave "employees" a wage increase when the increases became effective. When the language is clear, the Arbitrator cannot modify or add to the Agreement language pursuant to Article 18.03(4).

There is no wage scale progression in the Agreement, like the kind of progression that was set forth in the first labor contract on this property. De la Puente admitted that the Union's interpretation does not comport with the language in Article 25.10 of the Agreement.

De La Puente also conceded that the current Agreement does not contain a chart listing the precise wage rates with increases to those rates.

Even if Article 25.10 is ambiguous, the ambiguity must be held against the Union because the Union drafted the language. Both the Union and Company negotiators testified that the Union never conveyed its interpretation of Article 25.10 to the Company during bargaining. Also, there were not any discussions during negotiations that the increases would go to future employees. Consequently, the Company never agreed to the Union's interpretation. The Company understood the language to mean that those employees who participated in a successful year for the Company would be rewarded with a wage increase. It does not make sense to give increases to employees that were hired after the Company achieved the profit goal. Vega explained that pursuant to the Company's interpretation of Article 25.10, the increases go to the substantial majority of employees who participated in a successful year for the Company.

The Union did not meet its burden of proving that its interpretation of Agreement Article 25.10 is accurate. The Company petitions the Arbitrator to deny the grievance.

V. DISCUSSION

The starting point for interpreting Agreement language is to examine the terminology adopted by the negotiators and to ascertain the plain and ordinary meaning of the words and sentences in Article 25.10. The first two sentences of the second paragraph of 25.10 contain the phrase "... all employees covered by this Agreement. . ." This phrase is reasonably susceptible to two reasonable interpretations. The term "employees" could apply, as the Union argues, to employees employed at the time of the wage increase as well as future employees because both groups of employees are covered by the Agreement. It is equally plausible that the term "employees" could be relegated to those workers who are employed at the time the wage

increase is applied because future employees are not yet covered by the Agreement. Therefore, the first two sentences of Article 25.10 contain an ambiguity.

The remainder of the language of Article 25.10 is not helpful in resolving the ambiguity. The reference to all hours worked is also unclear. The Union argues that Article 25.10 specifies that the increases are “. . . effective for all hours worked” on or after February 1 so that the increase must attach to all hours employees work subsequent to February 1. However, the sentence starts with the two words “These increases” which relates the increase back to the phrase “employees covered by the Agreement” in the prior two sentences. Thus, the reference to “all hours worked” could be to all hours worked by employees employed at the time of the increase or all hours worked by employees employed before or after the wage increase is applied.

Next, making the wage increases “cumulative” does not resolve the ambiguity. There is nothing in the record to demonstrate that the Company has not been applying the wage increases in a cumulative fashion. The Union did not present any evidence that a Slot Technician I employed when the three increases applied did not receive three hourly wage increases of \$0.10 plus \$0.15 plus \$0.15. Indeed, because Article 25.10 expresses the increases in cents per hour, it would be illogical to have the wage increases applied other than cumulatively.

To reiterate, Article 25.10 is reasonably susceptible to the interpretation advocated by the Union and the interpretation advanced by the Company.

To resolve the ambiguity, the Arbitrator must resort to extrinsic evidence such as negotiating history as well as attempting to discern the parties’ intent, if possible.

The Union drafted the language that the negotiators incorporated into the Agreement as Article 25.10. As the Company persuasively argues, any ambiguity must be construed against the drafter of Article 25.10. Thus, the Union was under an obligation during bargaining on the

provision to notify the Company of how the Union wanted Article 25.10 to apply in the event there was one or more wage increases. Stated differently, the Union had a duty to inform the Company that its proposal was intended to establish a wage progression, that is, that an increase which raised the scale of wage rates for every person in the classification regardless of when the person commenced employment in the classification. The Union negotiators conceded that they did not have a substantive discussion concerning the meaning of the Union's language. Thus, the Company would have no way of learning that the Union was proposing a wage rate scale like the one set forth in the first agreement on the property. Absent this notice, it is reasonable that the Company understood the proposal to apply to employees as opposed to the classification wage rate. The wage increases are directly dependent on the amount of the Company's profit. The wage increases in the first agreement had no such trigger. Therefore, the Company's belief that only these employees who assisted in achieving the profit goal should reap the reward is sensible. Concomitantly, those employees who did not perform service during the \$2 million (plus) profit year are not logically entitled to the reward.

The Company's application of each wage increase to every person employed as of February 1 was reasonable inasmuch as that is the date designated in Article 25.10. As Vega stated, some cutoff date was necessary.⁶ It is possible that a handful (or less) of employees will receive a wage increase even though they did not participate in generating at least \$2 million in profit. The Company's application is over inclusive which is better than being under inclusive.

In addition, the Union knew how to write language to establish wage increases on a progression whereby the wage rate would increase without any allusion to employees. The

⁶ The Company gave the first increase in November, 2013 even though the Company did not reach the profit goal. The Company cannot be penalized for deviating from the February 1 date in 2013 inasmuch as the increase was not mandated by Article 25.10.

Union and the Company set forth annual increase to each wage rate in the 2001 Agreement. It is true that, under Article 25.10, the parties did not know whether a wage increase is going to occur until a particular year is complete and the Company has calculated its profit. Nevertheless, Article 25.10 could have exclusively provided for an increase in the hourly wage rate.

It is true, as the Union points out, that the Company's interpretation of Article 25.10 means that new entrants to the classification Slot Technicians I will receive less compensation than those incumbent Technicians employed since November, 2013. If the Union is concerned about the compensation disparity, its remedy lies at the bargaining table. The Union cannot obtain through arbitration that which it could not obtain through collective bargaining.

In conclusion, a close examination and evaluation of the extrinsic evidence supports the Company's interpretation of Article 25.10. This conclusion renders the issue concerning the scope of the grievance moot.

AWARD AND ORDER

Grievance denied.

Date: January 3, 2017

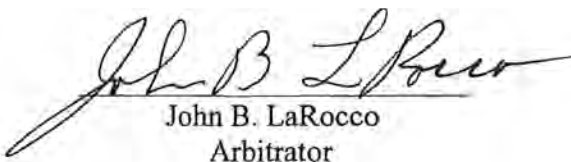

John B. LaRocco
Arbitrator

Exhibit G

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MEI-GSR HOLDINGS LLC

AND

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
STATIONARY
LOCAL NO. 39
AFL-CIO**

JULY 1, 2012

TO

JUNE 30, 2019

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AGREEMENT

This Agreement is by and between MEI-GSR Holdings LLC, d/b/a Grand Sierra Resort and Casino (hereinafter referred to as the "Company") and International Union of Operating Engineers Stationary Local No. 39, AFL-CIO (hereinafter referred to as the "Union"), and applies to the Company's facility at 2500 East Second Street, Reno, Nevada.

ARTICLE 1 PURPOSE OF THE AGREEMENT

1.1 It is the intent and purpose of the Company and the Union to set forth the entire agreement between them covering rates of pay, wages, hours of work and other conditions of employment for the employees covered by this Agreement; to secure the efficient and profitable operation of the Company; to promote and sustain the maximum productivity of each employee covered by this Agreement; and to provide the procedure for the prompt and peaceful settlement of grievances which may arise between the Company and its employees or the Union to the end that there shall be no interruption of the Company's operations, work stoppages, strikes, slowdowns, honoring of picket lines or other interferences with the Company's operations during the term of the Agreement.

ARTICLE 2 RECOGNITION

2.1 The Company, pursuant to its obligations under the National Labor Relations Act, recognizes the Union as the exclusive collective bargaining representative for its employees as certified in NLRB Case No. 32-RC-1731: "All engineering department employees employed by the Employer at its Reno, Nevada facility, including all draftsmen, carpenters, engineers, locksmiths, painters, upholsterers, certified pool operators and engineering department laborers; excluding all other employees, including office clerical employees, all professional employees, life safety persons, warehouse clerks, work order clerks, laundry department laborers, guards and supervisors as defined in the Act".

2.2 The parties agree that the following positions are supervisory: Director of Property Operations and Assistant Director of Property Operations, Laborer Foreman, Carpenter Foreman, and Chief Engineer. The parties further agree that the Company may, in its discretion, establish new supervisory positions.

2.3 The parties agree that the Company may create Lead Person positions. The Company shall be the sole judge as to how and when the Lead Person positions are to be filled. The rate of pay for the Lead Person position will be no less than ten percent (10%) higher than the highest paid employee under the Lead Person's charge. The Company reserves the right to demote back to his/her former classification and rate of pay any employee who is no longer leading other employees. For the avoidance of doubt, employees who are designated by the Company and who serve as a relief Lead Person shall be entitled to the ten percent (10%) hourly rate increase for such time as such employee serves as a relief Lead Person. A Lead Person returning to his/her former classification under this provision will suffer no loss of seniority or other benefit in his/her former classification. Lead Persons shall assist the Director of Facilities and the Assistant Director of Facilities in the performance of their duties and shall direct the work crew. Duties include providing input for annual employee evaluations and advising

management of problem situations regarding performance and safety. Lead Persons do not discipline employees or perform other duties normally reserved to supervisors or managers. The Company agrees that it will utilize its best efforts to assign manageable groups of employees to Lead Persons.

2.4 Recognition of the Union as bargaining agent is not intended as a guarantee, implicit or implied, that any work currently or subsequently performed at the Company shall continue to be performed at the Company or as a guarantee of employment to any employee.

2.5 The word "employee" as used in this agreement shall mean a person included within the bargaining unit.

ARTICLE 3 NO DISCRIMINATION

3.1 There shall be no discrimination, restraint or coercion by the Company or the Union for or against any employee because of membership or non-membership in the union.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of the exercise, shall remain vested exclusively in the Company. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to: the full and exclusive control, management and operations of the Company's business and its facilities, the determination of the scope of its activities and the methods pertaining thereto, the location of its operations, the materials and products to be acquired or utilized, and the material and equipment to be utilized, and the layout thereof; the right to establish or change shifts, schedules of work and production schedules and standards; the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions; the right to introduce new or improved procedures, methods, processes, facilities, materials and equipment or make supervisors or other non-bargaining unit employees; the right to maintain order and efficiency, the right to contract or subcontract any work; the determination of the number, size and location of its facilities, and the extent to which the means and manner by which its facilities, or any part thereof, shall be operated, relocated, shutdown or abandoned; the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees to be employed in the bargaining unit and the number assigned to any particular operation; the right to determine job assignments; the right to change, increase or reduce the workforce, and the direction of the working forces, including but not limited to hiring, selecting and training of new employees, and suspending, scheduling, set the work week, assigning, discharging, laying off, recalling, promoting, retiring, demoting, and transferring of its employees. Further, supervisors may, at the Company's discretion, have the right to participate in the Company's operations, including the right to perform any duties performed by Union members. However, any such right may not be used to reduce the scheduled hours of any bargaining unit employee or to reduce the number of bargaining unit employees.

4.2 It is the intention of the Company and the Union that the rights, powers, authority and functions referred to herein shall remain exclusively vested in the Company except insofar as specifically surrendered or limited by express provisions of this Agreement.

4.3 The Company requires employees to observe Company Rules and regulations as are presently in effect, or which may be established, changed or modified from time to time. The Union has the right to grieve a violation of the Company rules and regulations if such alleged violation expressly violates the terms of this Agreement. The Company will make reasonable efforts to provide a copy of the proposed change to the Union. When rules and regulations apply solely to the Property Operations Department, the Union will be advised in advance and their input solicited before implementation.

ARTICLE 5 NO STRIKES OR LOCKOUTS

5.1 During the term of this Agreement, neither the Union nor any employee shall:

(a) engage in or in any way encourage, satisfaction, or condone any strike, any sympathy strike, slowdown, concerted stoppage of work, honoring of a picket line, or other action which interrupts or interferes with work or the Company's operations;

(b) picket the Company's facilities or in any other way prevent or attempt to prevent free access to such facilities.

5.2 The proscriptions established in this Article apply not only where it is claimed that the Company has violated this Agreement, but also where it is claimed that the Company has violated some State or Federal Law, such as the Labor-Management Relations Act.

5.3 Any employees who violate the provisions of this Article may be disciplined by the Company. Such discipline may include suspension, demotion, discharge, loss of seniority, loss of vacation pay, or such other discipline as the Company may deem justified. The Union shall be accorded the right to grieve any such discipline of employees, but the sole issue which may be grieved shall be whether or not the employee violated Article 5.1. It is also recognized that discipline for violation of this Article need not be equal among all violators, that officers and stewards bear a special responsibility for observance of this Article, and that the degree of discipline must rest in the discretion of the Company.

5.4 During the term of this Agreement, the Company shall not institute a lockout.

ARTICLE 6 GRIEVANCES

6.1 For the purpose of this Agreement, a grievance is defined as an allegation that the Company has violated or is violating the provisions of this Agreement. No grievance shall be entertained or processed unless it is submitted to the Company within five (5) workdays after the initial occurrence of the event giving rise to the grievance or the initial date the employee or the Union should have acquired knowledge of the event giving rise to the grievance, whichever occurs later. A grievance over discharge shall be filed not later than five (5) workdays after the

action of the Company; a grievance over discipline shall be filed not later than (5) workdays after the action of the Company. Grievances may be initiated by the Union and/or employees in the following manner:

STEP 1: Any employee who believes he has a grievance shall discuss it with his supervisor either alone or accompanied by a Union representative as the employee may desire. Settlements at Step 1 shall be on a non-precedential basis. The Supervisor's Step 1 answer shall be provided within five (5) workdays from the date of the discussion.

STEP 2: If the grievance is not settled satisfactorily as provided in Step 1, the specific nature of the grievance shall be referred in writing by the Union to the Director of Human Resources within five (5) workdays after the Supervisor's answer in Step 1. The written statement of the grievance shall be signed by the aggrieved employee(s) or the Union and shall include a statement of the provision(s) of the Agreement alleged to be violated, the names of the aggrieved employees, the events giving rise to the grievance, and the relief requested. If either party requests, in writing, a meeting of the parties, such a meeting will be held for the purposes of exchanging and discussing all available information regarding the grievance. The Director of Human Resources shall attempt to adjust the grievance as soon as possible, but shall give his answer in writing to the Union within five (5) workdays after receipt of the written grievance or if a meeting is requested within five (5) workdays after such meeting is held.

STEP 3: If the grievance is not settled in Step 2 and the Company's final answer is not satisfactory to the Union, the Union may appeal the grievance to a Board of Adjustment by giving written notice of its desire to appeal to the Director of Human Resources within five (5) workdays after the date of the Company's final answer in Step 2. Each grievance must be appealed to the Board of Adjustment separately. The Board of Adjustment shall consist of an equal number of representatives from the Company and the Union. The Board shall meet within five (5) workdays after the receipt of the appeal of the grievance. A decision concurred in by a majority of all members of the Board shall be final and binding on all parties. If a majority cannot agree on a decision, the Company shall give its decision on the grievance within five (5) workdays after the Board meets.

STEP 4: If there is a tie at the Board of Adjustment level and the Union desires to appeal the grievance to arbitration, a representative of the Union shall give written notice of the Union's desire to arbitrate to the Director of Human Resources within five (5) workdays of the date of the Company's decision in Step 3. In the event the parties are unable to agree upon an arbitrator within five (5) workdays of the appeal to arbitration, the parties will request a panel of five (5) arbitrators from the American Arbitration Association, San Francisco office. The party requesting arbitration shall first strike two (2) names from this list and the other party shall then strike two (2) names and the arbitrator whose name remains shall be deemed selected. The decision of such arbitrator shall be final and binding upon the parties. The arbitrator shall only have the power and authority to interpret and apply the provisions of this Agreement to the grievance presented, and his decision shall apply only to the issue arising out of the facts of such a grievance. The arbitrator shall have no authority to alter, amend, modify, nullify, ignore or add to the provisions of this Agreement either by implication or otherwise. The costs and expenses of arbitration shall be shared equally by the parties, except that each party shall bear the expenses of its own witnesses and representation at the hearing.

6.2 Workday for purposes of this Article is defined as Monday-Friday, 9:00 a.m.-5:00 p.m. excluding holidays.

6.3 A grievance must be filed and appealed within the time limits set forth above, or the grievance shall be considered settled on the basis of the last answer given. The time limits may be extended only by agreement in writing. Such settlements shall be deemed binding and will be given effect in future disputes of a similar nature. If a Company representative fails to answer a grievance within the time limits provided at a particular step (unless such limits are extended by agreement in writing), the grievance shall automatically move to the next step.

6.4 Grievance discussions and investigations shall take place outside of working hours and in a manner which does not interfere with the Company's operations, except that where the nature of a grievance is such that it could not be investigated outside of working hours, the grievance may be investigated during working hours.

6.5 The procedure established in this Article shall be the exclusive means for resolving claims by the Union or employees as to any matter subject to this procedure and no action involving such a claim shall be filed with any court or administrative agency until this grievance procedure is exhausted. Any settlement under the procedure established under this Article shall be binding upon the Company, the Union, and the employees and shall preclude any further administrative or judicial relief.

ARTICLE 7

HIRING

7.1 The Company will notify the Union at the same time it notifies any other outside labor sources as to the number and classification of employees needed in order to provide the Union an opportunity to refer qualified applicants. The Company shall be the sole judge of an applicant's suitability, competence and qualifications to perform the work of any job to be filled.

7.2 This Section shall not restrict the Company's right to transfer persons working for it outside of the bargaining unit into bargaining unit positions as new employees or its right to hire new employees from any other source. The Company shall be the sole judge as to how vacancies are to be filled and as to whom is to be hired and the Company's decision in these matters shall not be subject to the grievance procedure.

7.3 The Company shall provide the Union with the name and job title of all newly hired employees covered by the Agreement within ten (10) working days after the date of hire. The information can be provided either verbally or in writing to the Union's local business location/office or business agent. Written notification may be provided via fax or e-mail, among other acceptable types of written communication.

7.4 The Union recognizes the Company's right to hire temporary employees to perform work of a limited duration. The following rules shall apply to temporary employees.

(a) The Company will notify the Union of its intent to hire temporary employees and afford the Union with an opportunity for discussion prior to hiring such employees.

(b) The period of temporary employment will not exceed six (6) months without the prior approval of the Union.

(c) In case of temporary employees who are terminated, such termination will not be subject to the grievance/arbitration procedure set forth in Article 6.

(d) Employees hired on a temporary basis who exceed six (6) months of continuous employment shall be given seniority as of their most recent date of hire unless the parties agree otherwise pursuant to paragraph (b) above.

(e) During the period of temporary employment, such employees shall not receive any of the benefits provided for in this Agreement. Temporary employees who are accorded seniority pursuant to paragraph (d) above will become eligible for group insurance benefits provided under this Agreement as of the first day of the month following the grant of seniority.

(f) During the period of temporary employment, such employees shall not receive any of the benefits provided for in this Agreement. Temporary employees who are reclassified to a regular employee shall have their seniority calculated pursuant to Article 9.1. Each such reclassified employee shall serve a probationary period as specified in Article 9.3 from the date of reclassification. Such employees shall become eligible for benefits in accordance with the requirements set forth in the Company policy.

ARTICLE 8 HOURS OF WORK AND OVERTIME

8.1 The provisions of this Article are solely intended to establish a basis for the computation of overtime and shall not be construed as guarantee of hours of work per day or per week. There shall be no pyramiding of overtime or other premium pay. Overtime shall not be paid more than once for the same hours worked.

8.2 Employees shall receive overtime for hours worked in excess of ten (10) hours per day and forty (40) hours per week. Overtime will be compensated at 1.5 times the employee's regular rate of pay. If an employee works a 4/10 schedule, the employee will receive overtime for any hours worked over ten (10) per day and forty (40) hours per week. Five (5) consecutive days of eight consecutive hours with two (2) consecutive days off shall constitute a workweek unless otherwise agreed to by the employee and Company.

8.3 Employees shall not be entitled to premium pay if the eligibility for such pay arises from a change in the employee's work schedule where such change has been requested by the employee.

8.4 Each employee shall receive a thirty (30) minute lunch period on those workdays where he is scheduled for six (6) or more consecutive hours of work and this lunch period shall be considered as part of the employee's regular shift.

8.5 The Company will calculate regular and overtime pay based on actual hours worked, with clock-in and clock-out times being rounded to scheduled start and end times with a seven minute rounding. The Company will round clock-in and clock-out times up or down for purposes of regular and overtime pay calculation only. Employees are still required to clock-in and clock-out at the proper time at the beginning and end of their shift.

8.6 The Company will notify its employees of any changes in shift, days off or hours of work no less than seven (7) days prior to implementation of such changes, except in the case of emergencies. Vacations scheduled in accordance with Article 14.3 shall not be considered emergencies.

ARTICLE 9 SENIORITY

9.1 The term "seniority" shall be defined as an employee's length of continuous service with the Company dating from his last date of hire.

9.2 Seniority shall be used as a qualification for benefits expressly provided for in this Agreement. It shall not be deemed to establish any right to the continuation of the performance of any work at the Company.

9.3 Each new employee shall be considered as a probationary employee for his first ninety (90) days of continuous employment. There shall be no seniority among probationary employees, and grievances shall not be presented in connection with the discharge, or layoff of such employees or the failure to recall them. Probationary employees may be laid off, discharged or otherwise terminated in the sole discretion of the Company and such action shall not be subject to the grievance procedure of this Agreement. The probationary period of any employee may be extended by the agreement of the Company and the Union. After completing his probationary period, an employee's seniority shall be computed from his last date of hire. No temporary employees being permanently hired upon completion of six (6) months temporary service shall be required to serve probation.

9.4 Employees with the greatest seniority in their department shall have preference for retaining employment in the event of a layoff from a full time position, for being recalled from such a layoff, and for promotion to permanent job vacancies in higher paid job classifications, subject to the Company's judgment as to the qualifications of the employees involved, provided that such judgment shall not be exercised arbitrarily. A Watch/Maintenance Engineer who is not recalled from layoff when a less senior Watch/Maintenance Engineer in another department is recalled may file a grievance on the basis that he has the present skill and ability to perform the work being performed by the recalled employee. For the purpose of this Section, seniority shall be completed on the basis of the total amount of time an employee has worked within his present classification. The classifications within which seniority is to be applied are as follows:

1. Watch/Maintenance Engineer

2. Apprentice Engineer
3. Certified Pool Operator
4. Utility Engineer
5. Draftsman

Seniority shall apply within the following departments of the Watch/Maintenance Engineer classification: carpentry, engineering, painting, and upholstery. A current seniority list shall be posted on the Department Bulletin Board at all times, and a copy shall be provided to the Union.

The applications of this Section are limited to layoffs from full time positions, recalls from such layoffs, and promotions to permanent vacancies. Nothing in this Section shall limit or restrict in any way the Company's right to assign particular duties to employees within or outside of their regular classification or department or to move employees within their classification, so that the Company may temporarily or permanently assign, reassign, or transfer employees from one classification or department to another to perform work for part or all of a shift on a regular or irregular basis. If the Company permanently reassigns an employee within his classification from one department to another, his seniority in his new department shall include the time spent working in his prior department. Employees with less than six (6) months of service who are laid off shall retain rights for six (6) months. Employees with more than six (6) months of service who are laid off shall retain recall rights for one year. In case of layoffs, probationary employees shall be laid off before non-probationary employees, and temporary employees shall be laid off before probationary employees. Terminations by the Company under Article 11 shall not be considered to be layoffs subject to this Section. Whenever possible, the Company will give as much advanced notice of layoff as possible. Such notice will be provided to the extent not inconsistent with the Company's business needs and confidentiality concerns that are reasonable under the circumstances at the time.

(a) Seniority earned by Watch/Maintenance Engineers while employed (after the ratification of this Agreement) with the Company as Apprentice Engineers shall count towards calculating seniority, for layoff purposes only, provided there was no break in service between the changes in classification.

9.5 Seniority and the employment relationship shall be terminated when an employee:

- (a) quits;
- (b) is terminated by the Company;
- (c) is laid off and fails to report for work within three (3) days after having been recalled by written notice sent to the employee's last known address on file with the Company, with a copy to the Union;

(d) does not report for work at the termination of an authorized leave of absence or furnish an excuse satisfactory to the Company for failure to report;

(e) falsifies the reason for a leave of absence or is found to be working during a leave of absence without the Company's express prior approval for the employee to work during the leave, as set forth more fully in Article 11.4.

9.6 Nothing in this Article shall limit the Company's right to transfer employees temporarily from one job or assignment to another.

9.7 An employee transferred to a position with the Company outside of the bargaining unit shall retain seniority for one (1) year. Employees who return to the bargaining unit within the one (1) year period shall return to the next available job opening in their prior classification subject to their skill and ability to perform the available work. Said employee shall continue to accrue bargaining unit seniority for the one (1) year. In the event the employee does not return to the bargaining unit within one (1) year, they shall forfeit their bargaining unit seniority.

9.8 Seniority, as defined in 9.4, will be recognized for purposes of filling permanent vacancies on a shift; i.e., a job opening due to termination, retirement or increase in the work force. Company agrees to post all permanent job vacancies by shift, to include days off and any work specialty, if required. The Company retains the right to make the final assignment based upon its judgment regarding the skills and abilities required to maintain efficient operation.

9.9 The Company will create the new position of Certified Pool Operator. Any employee who fills the Certified Pool Operator position must be pool and spa operator certified, and will be responsible for performing all work related to the maintenance and repair of the Company's pool and spa areas, as set forth below. The creation of the Certified Pool Operator position shall not affect the Company's existing management rights, and the Company retains complete discretion as to whether and when to fill the Certified Pool Operator position. The creation of the Certified Pool Operator position does not prohibit the Company from assigning other employees to perform work related to the maintenance and repair of the Company's pool and spa areas, so long as such employees have the requisite certification(s) required to perform the work, or are being supervised by an individual with the requisite certification(s) to perform the work.

ARTICLE 10 TERMINATION

10.1 The Company shall have the right to discipline and discharge employees for just cause.

10.2 Unless otherwise agreed, a disciplinary record more than twelve (12) months old may not be used for new disciplinary purposes, but may be used to demonstrate a pattern of conduct or to assess an individual's overall employment suitability.

10.3 Any employee who is being suspended without pay for investigatory purposes shall be informed of the reasons, in writing. The Company shall endeavor to complete investigations within three (3) weekdays of learning of the employee's complaint, unless business circumstances reasonably require that the investigation spans over a longer period of time. For purposes of this Article, weekdays will be Monday through Friday, excluding weekends and holidays. Nothing in this Article shall be construed as limiting or otherwise affecting the Company's right to discipline employees.

ARTICLE 11 LEAVES OF ABSENCE AND OTHER EMPLOYMENT

11.1 The Company will provide the same Family and Medical Leave Act policy and Leave of Absence policy to bargaining unit employees as is provided for its non-union employees. Notwithstanding the foregoing, the Company agrees that a bargaining unit employee who is on a leave of absence shall be entitled to return to the same position the employee held when his or her leave of absence commenced, or to return to an equivalent position in terms of benefits, pay, and other terms and conditions of employment, provided that the employee returns to work at the expiration of the FMLA leave.

11.2 Except where required by law, leaves of absence shall be without pay. During a leave, an employee shall continue to accrue seniority but time spent on a leave shall not count for the computation of vacation benefits.

11.3 The Company agrees to provide the same Bereavement Leave policy to bargaining unit members as is provided for its non-union employees. Employees shall be eligible for such bereavement leave benefit as may be provided to eligible non-union employees.

11.4 Employees are not permitted to work another job (including self-employment) while on leave from the Company, if the work is inconsistent with the employee's reason for taking leave. Employees who wish to work another job while on leave from the Company must obtain approval from the Company prior to beginning the job.

Employees may not work another job during the hours of their regular schedule with the Company.

An employee who begins new or concurrent employment in another job in violation of this Article 11.4 will be considered to have voluntarily resigned his employment as of the day he begins the new or concurrent employment.

ARTICLE 12 SAFETY AND HEALTH

12.1 The Company shall maintain reasonable provisions for the safety and health of its employees.

12.2 Employees shall comply with all safety policies and practices established by the Company and shall cooperate with the Company in the enforcement of safety measures.

12.3 The Company may require an employee to submit to a medical examination at the Company's expense if at any time it concludes that there is question as to the employee's mental or physical qualifications for employment by the Company.

12.4 The Company shall provide employees with required safety equipment.

ARTICLE 13 BULLETIN BOARDS

13.1 The Company agrees to provide a bulletin board in the Laundry, Central Plant and the Property Operations Shop for authorized Union representatives to keep members informed concerning Union meetings, Union elections, recreational events, and social affairs. The Union agrees not to post any derogatory or inflammatory notices. The Union's shop steward shall be provided with a key to the bulletin board and shall be responsible for the posting of said notices.

ARTICLE 14 GROUP WELFARE, PAID TIME OFF, PENSION, AND MEAL BENEFITS

14.1 The Company shall provide the same group health, dental, and life insurance benefits and coverage to bargaining unit members as is provided for its non-union employees, and bargaining unit members shall pay the same premium rates and contributions as non-union employees for such insurance benefits.

The Company shall also provide the same Paid Time Off ("PTO") benefits to bargaining unit members as is provided for its non-union employees. As provided in these policies, employees currently may accrue up to a maximum of four (4) weeks of PTO per year, and may accrue a maximum of 240 PTO hours total. If an employee accrues the maximum hours under the then current PTO policy, the employee will have to use some of his accrued PTO hours before he can begin accruing PTO again.

The Company also agrees that if the Life Resources Assistance program (LRAP) is incorporated in any other collective bargaining agreement with the Company, it will be automatically included in this Agreement.

14.2 The Company agrees to contribute into the Stationary Engineers Local 39 Pension Trust Fund, at its respective office in San Francisco, California, or such other designated place of payment, \$3.85 per hour for all straight time hours worked or paid for all bargaining unit employees. This rate shall remain in effect for the duration of this Agreement.

The above contributions shall be made on or before the tenth (10th) day of each month, for pension benefits, programs and plans, as now specified, and as may be hereinafter specified by said Trustees.

The Company agrees to accept, assume and be bound by all of the obligations imposed

upon individual employers by those certain agreements referred to for convenience as the Stationary Engineers Local 39 Pension Trust Agreement. (A copy of which has been delivered to the Company herein and receipt of which is expressly acknowledged) and amendments or modifications, changes or mergers with respect to said Trust Agreement made by the parties thereto.

The undersigned further agrees that he or it does irrevocably designate and appoint the employers mentioned in said Pension Trust as his or it attorneys-in fact for the selection, removal and substitution of Trustees as provided for in said Trust Agreement and as may be hereinafter provided by or pursuant to said Trust Agreements.

In the event the individual employer herein fails to pay the amounts of Trust Fund contributions due and owing for the period in which they are due and owing, the individual employer shall pay in addition to the amounts due as contributions, such additional liquidated damages and/or attorneys' fees as are set forth in the Trust Agreement to which the individual employer is bound.

The parties agree and acknowledge that the Company's required contributions to employee pension benefits, as expressed in this Article 14.2, apply to straight time hours worked or paid for only, and do not apply to overtime hours worked or paid.

14.3 The Company shall have the sole right to determine when PTO shall be taken based upon the Company's judgment regarding the skills and abilities required to maintain efficient operations. Such judgment shall not be subject to the grievance/arbitration procedure set forth in Article 6.

Employees shall be entitled to take earned PTO in single or multiple (less than (5) five) days in accordance with the chart below. The rest of the earned PTO shall be taken in five (5) day increments. For multiple days of PTO there shall be a minimum of fourteen (14) days prior notice.

The Company policy currently provides that PTO time accrues, on a monthly basis, as follows:

Completed	PTO	Earned
Years of Service	Accrual Rate	Personal Time OFF
Hire - 1 Year	6.66 per month	80 hours per year *
1 Years	10.00 per month	120 hours per year
5 Years	13.33 per month	160 hours per year

The PTO time that is scheduled may be changed only in the event of mutual agreement or unforeseen circumstances which deprive the Company of employees with the skill and abilities necessary to maintain efficient operations. Such schedule changes are subject to the grievance/arbitration procedures set forth in Article 6.

14.4 The Company will provide meals to bargaining unit members at the same costs as is provided for its non-union employees. The Company will have discretion to implement

policies related to the administration of the per meal charge, including the right to refuse to accept cash as payment for the per meal charge, and the right to accept payment of the per meal charge through payroll deductions. The Company will not provide any food storage facilities to employees.

ARTICLE 15 CALL-BACK PAY

15.1 An employee that is called back to work after having gone home from work shall be paid at his straight time rate for a minimum of four (4) hours or the appropriate overtime rate for the hours worked, whichever is greater.

ARTICLE 16 SUBCONTRACTING

16.1 In exercising its right to subcontract work under Article 4, Management Rights, the Company shall have the unrestricted right to contract out warranty work, service contract work and work that cannot be performed by the house crew due to either lack of technical skills or knowledge or lack of equipment or other facilities in the work area. In addition, the Company has the unrestricted right to subcontract as it has in the past. Before subcontracting kinds of work not previously subcontracted, the Company shall notify the Union in advance and give the Union an opportunity to discuss such action, provided there are sufficient number of employees working at the time of the subcontracting who are qualified to perform the work and that the subcontracting will result in a loss of work to employees which they had performed.

ARTICLE 17 UNION REPRESENTATIVES

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

(a) access shall be limited to enabling the Union to contact bargaining unit employees so as to provide Union with information necessary for administering this Agreement;

(b) the Union shall designate in writing to the Company the names of two (2) representatives who may exercise the Union's access rights;

(c) except as provided below, the designated Union representatives may take access at reasonable times whenever bargaining unit employees are working;

(d) the designated Union representatives shall have access only to areas where bargaining unit employees are working. The Union shall not be allowed to access bargaining unit employees on break in the employee cafeteria. No distribution of collateral material shall be permitted in the cafeteria by individuals who are not Company employees. Non-employee Union staff may distribute collateral material outside the employee entrance.

Company employees are governed by the Company's non-solicitation policy(s). The term "collateral materials" includes Union documents and materials. Management shall have the right to rescind this grant of access at any time (by providing notice either verbally or in writing), and such revocation shall be addressed through the process outlined in Article 17.4 below (as opposed to Article 6, which is expressly excluded); Revocation or modification of this right of access shall not be subject to Article 6;

(e) in no case shall such access interfere with the work of any Company employee or with a customer's or guest's activities or otherwise disrupt the Company's operations;

(f) before entering onto the Company's property for the purpose of contacting bargaining unit employees, the designated Union representatives shall:

- i. notify representatives designated by the Company;
- ii. state the area to be visited, the employees to be contacted, and the reason for needing to have access to employees on the Company's property; and
- iii. obtain the prior approval of one of the Company representatives.

The Company representatives shall notify the Company's security staff and arrange for entry of the Union representatives onto the Company's property. Upon entering the Company's property, the Union representative shall proceed directly to the area where the employees to be contacted are working and shall leave the Company's property as soon as he has completed his discussions with the employees contacted. When the Company representative finds it necessary, he may accompany the Union representative from the Employee Entrance to the area where the employees to be contacted are working and also may accompany the Union representative back to the Employee Entrance. The Company representative shall not interfere with the communication of information from the employees to the Union representative.

17.2 The Union may select from among the employees a Job Steward whose duties as Job Steward shall be to report to the Business Representative of the Union grievances or alleged violations of this Agreement. The Union shall notify the Company in writing of the employee selected as Job Steward. The Steward shall not leave his work station without the prior permission of his supervisor and shall not in any way interfere with the Company's operations. The Company may require the Steward to clock out and in if he is permitted to perform his duties as Steward during working time.

17.3 In the event that the Union believes that its access to bargaining unit employees has been improperly or unnecessarily obstructed or impeded, the Union shall notify the Labor Relations Manager (or designee) in writing, and the Company will agree to meet (in a timely manner) with the Union's representative(s) to discuss the Union's concerns. The Company shall agree to meet within a reasonable timeframe following the request from the Union.

ARTICLE 18

TOOLS — TRANSPORTATION — CLOTHING

18.1 Tools. The Company will provide a safe place for employees to keep their tools.

The Company further agrees that tools which are broken or damaged on the job during the performance of work for the Company, shall be replaced with a like tool or repaired by the Company at no cost to the employee. Employees shall furnish those small hand tools which are customarily used to perform the work involved. Attached as Appendix C is a list of such tools that are required to be carried by all engineers. The Company shall either furnish all power or special tools or make mutually satisfactory financial arrangement with employees to compensate them for the use of such tools furnished by them.

18.2 The Company shall continue its practice of providing uniforms for employees required to wear such clothing.

ARTICLE 19

JURY DUTY

19.1 Jury duty for employees shall be governed by the same rules and regulations applicable to non-union employees.

19.2 To be eligible for payment under this Section, the employee must notify the Company of jury duty call when notified and must be a non-probationary permanent full-time employee when the summons is received.

19.3 Maximum benefit under this Section is thirty (30) days in any twelve (12) month period.

ARTICLE 20 GENERAL

20.1 No employee covered by this Agreement shall be compelled or permitted to enter into any individual contract or agreement with the Company concerning the conditions of employment set forth herein.

20.2 In the event any provisions of this Agreement are adjudged by a tribunal having jurisdiction to be violative of any applicable federal or state law, such provisions shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect. The provisions of this Agreement and the practices of the Company and Union pursuant to this Agreement shall be interpreted in a manner which allows the Company to comply with its obligations under all applicable federal, state and local laws, such as the Americans with Disabilities Act, Title VII, FMLA and workers' compensation. If an applicable law is changed, a new law is enacted, or a regulation or case is published which changes the manner in which a law is interpreted, and such new law or interpretation conflicts with any provision or past practice under this Agreement, then the conflicting term(s) of this Agreement and/or past practice will be deemed automatically abrogated. The Company may immediately implement any policy or practice deemed advisable, in its sole discretion, in order to comply with the new law, interpretation or regulation in the context of its business. The Union will be provided notice of the replacement policy or practice. The Union must request that the Company bargain over the new policy or practice within ten (10) days of receipt or the new policy or practice will become a permanent change to the Agreement.

ARTICLE 21 APPRENTICESHIP

21.1 The Company shall participate in the Union's apprenticeship program, provided that in the event of a conflict between the Apprenticeship Standards and this Agreement, the terms of this Agreement shall prevail.

21.2 The Company shall contribute to the Union's Apprenticeship Fund \$150.00 per year for each engineer employed by the Company during the month of January.

21.3 The Union agrees to make a concerted effort to enhance class offerings locally, and that the Company will be actively involved in the development of these classes.

ARTICLE 22 WAGES

22.1 The Company shall pay the hourly wage rates listed in Appendix "A".

ARTICLE 23 COMPLETE AGREEMENT AND WAIVER

23.1 This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently (before or after) with this Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

23.2 The parties acknowledge that during the 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 that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or 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 of contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 24 UNION SECURITY

24.1 The Union will indemnify and save the Company 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 Company at the request of the Union in accordance with the provisions of this Article.

24.2 The Company shall check off and remit to the Union work dues for all employees who have executed and furnished to the Company a payroll deduction authorization in the form set forth in Appendix B attached hereto, which by this reference is made a part hereof.

ARTICLE 25 DURATION

25.1 This Agreement shall be in effect from July 1, 2012, to midnight June 30, 2019, and from year to year thereafter, unless either party gives written notice of its desire to terminate or modify this Agreement at least sixty (60) days prior to June 30, 2019 or sixty (60) days prior to any subsequent anniversary date thereof. Notwithstanding the above and for the avoidance of doubt, the parties agree that any revised terms for the Collective Bargaining Agreement that expired on June 30, 2012 shall not be considered in effect until Year 2 wage rates and the revised pension shall be effective as of August 1, 2013.

INTERNATIONAL UNION OF OPERATING
ENGINEERS STATIONARY LOCAL NO.
39, AFL-CIO

MEI-GSR HOLDINGS LLC d/b/a GRAND
SIERRA RESORT AND CASINO

Jerry Kalmar, Business Manager

Steve Rosen, General Manager

Tony DeMarco, President

Bob Hester, Vice President of Human Resource

Jerry Frederick, Business Representative

Scott Houck, Member/Negotiator

Gregory Laibson, Member/Negotiator

APPENDIX A

WAGES

	Year One	Year Two	Year Three	Year Four	Year Five	Year Six	Year Seven
Journeyman	\$22.63	\$22.97	\$23.31	\$23.66	\$24.01	\$24.37	\$24.74
Certified Pool Operator	\$18.10	\$18.37	\$18.65	\$18.93	\$19.21	\$19.50	\$19.79
Draftsman	\$14.16	\$14.37	\$14.59	\$14.81	\$15.03	\$15.26	\$15.49
Utility	See Below	\$12.60	\$12.79	\$12.98	\$13.17	\$13.37	\$13.57

Year One Utility

Utility 1 year	\$12.41
Utility 6 months	\$11.12
Utility Start	\$10.03

Journeyman hired on or after August 1, 2013 shall be paid progressively increasing schedule of wages based on a percentage of the applicable journeyman wage rate, as follows:

Six Month Periods of Employment / Percentage of Applicable Journeyman Rate

1 st	2 nd	3 rd	4 th	5 th	6 th	
75%	75%	80%	85%	90%	95%	Thereafter: Journeyman Rate

Apprentices hired on or after August 1, 2013 shall be paid progressively increasing schedule of wages based on a percentage of the applicable journeyman wage rate, as follows:

Six Month Periods of Employment / Percentage of Applicable Journeyman Rate

1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	
65%	65%	70%	75%	80%	85%	90%	95%	Thereafter: Journeyman Rate

Temporary journeyman employees will make the non-reduced hourly rate.

APPENDIX B

PAYROLL DEDUCTION AUTHORIZATION FORM

APPENDIX C

TOOL LIST

All Engineers are to carry the following tools with them while on duty:

- 10" Tongue & Groove Smooth Jaw Pliers
- 10" Tongue & Groove Pliers
- 8" Adjustable Wrench
- 8" Diagonal Cutting Pliers
- 8" Long Nose Pliers
- Flashlight
- 6-Way Screwdriver or equivalent tools
- A/C Voltage Detector

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Exhibit H

AGREEMENT

between

**GRAND SIERRA RESORTS AND CASINO
and**

**INTERNATIONAL ALLIANCE
OF THEATRICAL STAGE EMPLOYES,
MOVING PICTURE TECHNICIANS,
ARTISTS AND ALLIED CRAFTS
OF THE
UNITED STATES, ITS TERRITORIES AND CANADA,
AFL-CIO, CLC
LOCAL UNION NO. 363**

JUNE 1, 2013

to

MAY 31, 2018

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AGREEMENT

This Agreement is by and between MEI-GSR HOLDINGS LLC d/b/a GRAND SIERRA RESORTS AND CASINO (hereafter referred to as the "Company") and INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, LOCAL UNION NO. 363 (hereafter referred to as the "Union"), and applies to the Company's facility in Reno, Nevada.

ARTICLE 1. PURPOSE OF AGREEMENT

1.1 It is the intent and purpose of the Company and the Union to set forth the entire Agreement between them covering rates of pay, wages, hours of work and other conditions of employment for the employees covered by this Agreement; and to provide the exclusive procedure for the settlement of grievances which may arise between the Company and its employees or the Union.

ARTICLE 2. RECOGNITION

2.1 The Company, pursuant to its obligations under the National Labor Relations Act, recognizes the Union as the Exclusive collective bargaining representative for its employees as certified in NLRB Case No. 32-RC-360: "All entertainment department employees performing carpentry, electrical, electronic, sound and property work, including stage hands, stage technicians, stage laborers, lounge technicians, convention technicians, spotlight operators and technicians, stage electricians, sound personnel, projectionists, operators of all audio-visual equipment used in connection with the Employer's entertainment and convention operations and all wardrobe personnel employed by the Employer at its Reno, Nevada facility, excluding all other employees, hotel room television repair persons, closed circuit security television operators, head cue caller, head wardrobe person, performing artists, entertainers, dancers, office clerical personnel, guards and supervisors as defined in the Act.

The parties mutually agree that beginning August 1, 1995 hotel room television repair persons will be included in the bargaining unit and that two (2) pre-designated closed circuit security television technicians will be excluded from the bargaining unit. Notwithstanding the above, non-bargaining employees may perform *de minimus* in room trouble shooting.

Effective June 25, 2002, work previously performed on Company-owned equipment in Fun Quest by individuals classified as Arcade Technician will be performed by bargaining unit personnel classified as Convention Technicians.

2.2 The parties agree that, in accordance with the stipulation at the hearing in NLRB Case No. 32-RC-360, the following positions are supervisory: Stage Manager, Lighting Supervisor, Fly Supervisor, Stage Machinery Supervisor, Sound Supervisor, Electrical Supervisor, Basement Supervisor, Stage Right Supervisor, Stage Left Supervisor, Property Supervisor, Wardrobe Supervisor, and Relief Supervisor. The parties further agree that the Company may establish new supervisory positions as it determines such positions to be necessary.

2.3 Recognition of the Union as bargaining agent is not intended as a guarantee, implicit or implied, that any work currently or subsequently performed at the Hotel shall continue to be performed at the Hotel or as a guarantee of employment to any employee. The word "employee" as used in this Agreement shall mean a person included within the bargaining unit.

ARTICLE 3. NO DISCRIMINATION

3.1 There shall be no discrimination, restraint or coercion by the Company or the Union for or against any employee because of membership or non-membership in the Union.

3.2 The Company and the Union agree not to discriminate in the administration of this Agreement against any employee on the basis of race, color, creed, union activity, sex, age, national origin, disability, religion or sexual orientation within the requirements and limitations of applicable federal and state statutes.

ARTICLE 4. MANAGEMENT RIGHTS

4.1 The Company shall have the exclusive rights to manage its business and operations, except where specifically limited by the provisions of this Agreement. The Company's exclusive management rights shall include all matters not covered by this Agreement, as well as the right to hire and fire employees, to determine the suitability and competence of all applicants and employees, to prescribe the duties of employees, to assign them to work as needed, to direct the working force, to determine the number of employees to be employed, to determine when a lack of work exists and to relieve employees from duty because of a lack of work, the right to determine the means, methods and schedules of installations, operations and maintenance, and the right to contract or subcontract any work.

4.2 The Company may establish and enforce reasonable rules and/or Company Policies governing the conduct of employees, provided that such rules/policies do not conflict with the provisions of this Agreement. The Company shall post such rules/policies in a place where all employees affected will have an opportunity to become familiar with them and shall furnish the Union with a copy of such rules/policies. Before any new rules or policies governing the conduct of Bargaining Unit employees or affecting same, or changes to existing rules/policies are implemented hereafter, the Company shall submit such written rule/policy to the Union thirty (30) days in advance of implementation and provide the Union with an opportunity to discuss them with the Company's designated representative.

4.3 Joint Labor Management Committee. The Union and the Employer agree that it is in the best interest of both parties and the employees covered by this contract to communicate common concerns on an ongoing basis, to maintain working conditions for the employees and service for the employer and its guests and clients. To better accomplish this, the parties agree that a labor management cooperation committee will be created, with three members appointed by each party, to meet on a quarterly basis, on the fifteenth of January, April, July and October, to discuss whatever topics that committee members decide upon, in an effort to mutually resolve issues before they become problems or issues of dispute between the parties, If there are no

outstanding issues, the Employer or the Union has the option of canceling the quarterly meetings. If issues or matters are discussed by the committee and the parties reach a mutual agreement, a memorandum of agreement shall be executed. Said memorandum of agreement shall be final and binding, unless later mutually modified or withdrawn.

ARTICLE 5. UNION SECURITY

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

5.2 Notwithstanding anything to the contrary therein, Section 5.1 shall not be applicable if all or any part thereof shall be in conflict with applicable law, provided, however, that if all or any part of Section 5.1 becomes permissible by virtue of a change in applicable law, whether by legislative or judicial action, the provisions of Section 5.1 held valid shall immediately apply.

5.3 Check-off. The Company shall check off and remit to the Union work dues for all employees who have executed and furnished to the Company a payroll deduction authorization in the form set forth in Appendix C attached hereto, which by this reference is made a part hereof.

5.4 Indemnification. The Union will indemnify and save the Company 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 Company at the request of the Employer or the Union, in accordance with the provisions of this Article.

ARTICLE 6. NO STRIKES OR LOCKOUTS

6.1 During the term of this Agreement, neither the Union nor any employee shall:

(a) Engage in or in any way encourage, sanction or condone any strike, slowdown, concerted stoppage of work, honoring of a picket line, or other action which interrupts or interferes with work or the Company's operations;

(b) Picket the Company's facilities or in any other way prevent or attempt to prevent free access to such facilities.

A threat to commit any of the above acts shall be considered a violation of this Article.

6.2 The proscriptions established in this Article apply not only where it is claimed that the Company has violated this Agreement, but also where it is claimed that the Company has violated some State or Federal Law, such as the Labor-Management Relations Act.

6.3 Any employees who violate the provisions of this Article may be disciplined by the Company. Such discipline may include suspension, demotion, discharge, loss of seniority, loss of vacation pay, or such other discipline as the Company may deem justified.

The Union, upon request, shall be accorded the right to discuss any discipline which may be imposed, but it is recognized that the final determination in all such cases rests with the Company. It is also recognized that discipline for violation of this Article need not be equal among all violators, that officers and stewards bear a special responsibility for observance of this Article, and that the degree of discipline must rest in the discretion of the Company.

6.4 In the event of a violation of Section 6.1 by employees or the Union, there shall be no negotiation or discussion of the subject matter(s) allegedly causing the violation until after the violation has been terminated.

6.5 During the term of this Agreement, the Company shall not institute a lockout.

ARTICLE 7. GRIEVANCES

7.1 For the purpose of this Agreement, a grievance is defined as an allegation that the Company has violated or is violating the provisions of this Agreement. Grievances may be initiated by the Union and/or employees in the following manner:

STEP 1: Any employee who believes he has a grievance shall discuss it with his Supervisor either alone or accompanied by a Union representative as the employee may desire. Where a group of employees are aggrieved, a Union representative may present the grievance to the Supervisor without the presence of the aggrieved employees. Settlements at Step 1 shall be on a non-precedential basis.

STEP 2: If the grievance is not settled satisfactorily as provided in Step 1, the specific nature of the grievance shall be referred in writing by the Union to the Director of Human Resources within five (5) workdays after the Supervisor's answer in Step 1. The written statement of the grievance shall be signed by the aggrieved employee(s) or the Union and shall include a statement of the provision(s) in the Agreement alleged to be violated, the names of the aggrieved employee(s), the events giving rise to the grievance, and the relief requested. The Director of Human Resources shall respond in writing within five (5) working days from the receipt of the written statement. As used in this Agreement, "aggrieved employee" shall mean the employees affected by the claimed contract violation. For the purpose of attempting to resolve grievances prior to arbitration, the parties shall make full disclosure to each other of all facts and evidence then known to them which bear on the grievance.

STEP 3: If the grievance is not satisfactorily adjusted in Step 2 and the Union desires to appeal the grievance to arbitration, a representative of the Union shall give written notice of the Union's desire to arbitrate to the Director of Human Resources within