

PREAMBLE

This collective bargaining agreement (hereinafter referred to as the "Agreement") is made and entered into this 5th day of June, ~~2014~~2020 between ~~HORSESHOE JACK CLEVELAND MANAGEMENT, LLC d/b/a HORSESHOE CASINO CLEVELAND LLC~~ (the "Employer") and the CLEVELAND / CINCINNATI OHIO CASINO WORKERS COUNCIL, CLEVELAND, OHIO (the "Union" or "CCOCWC"), together the "Parties", and covers Team Members in the Bargaining Unit set forth below at Employer's facility located at 100 Public Square, Cleveland, Ohio.

WHEREAS, the Union, the Team Members, and the Employer recognize the service nature of the casino business, particularly the duty to render continuous and hospitable service to the public; and

WHEREAS, the Union, the Team Members, and the Employer recognize that given the nature of the services provided, the Team Members covered by this Agreement have a duty to perform friendly, loyal, and efficient services and maintain the integrity of the games; and

WHEREAS, the Union and the Employer hereto desire to establish wages, hours, and other terms and conditions of employment, and to ensure the peaceful, speedy, and orderly resolution of any differences that may arise from time to time between the Employer, its Team Members covered by this Agreement, and the Union without resort to strikes, lockouts, boycotts, slowdowns, call-outs or any other interference with the smooth operation of the Employer's business.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

ARTICLE 1: RECOGNITION

Section 1.1: The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters relating to wages, hours, and working conditions that may properly be the subject of collective bargaining for the Bargaining Unit defined in Exhibit I, attached hereto and made part of this Agreement. The Employer and the Union agree that all Team Members working in classifications listed in Exhibit I are properly within the Bargaining Unit.

As used in this Agreement, the term "Team Member" is defined as an employee of the Employer who is a member of the Bargaining Unit defined in Exhibit I.

Section 1.2: Bargaining Unit Team Member Types Defined:

1.2(a): Full Time Team Member: An employee who is generally scheduled to work on average thirty (30) or more hours per week. Time taken for jury duty,

bereavement leave, or other time specifically allowed by Employer policy will be counted as full-time service for Long Term Disability plan purposes.

1.2(b): Part Time Team Member: An employee who is generally scheduled to work on average less than thirty (30) hours per week.

1.2(c): On Call Team Member: An employee who is assigned to work on an as needed basis and who has a reasonable expectation of continued employment. Due to such reduced scheduling, certain provisions of this Agreement shall not be applicable or be prorated, including:

- Article 7, except Sections 7.6, 7.7, 7.8, 7.9 and 7.10 shall apply
- Article 9, except as specifically provided therein
- Article 12, except Section 12.1 shall apply
- Article 13
- Article 14
- Article 15
- Article 17, except Section 17.2 shall apply
- Article 18
- With respect to Article 24, On Call Team Members shall only have access to the grievance procedure.

1.2(d): Seasonal Team Member. An employee hired to temporarily supplement the workforce to address business needs on a seasonal basis for a period of at least thirty (30) days. Due to the temporary nature of Seasonal Team Members' employment, certain provisions of this Agreement shall not be applicable or be prorated, including:

- Article 7, except Sections 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, and 7.10 shall apply
- Article 9 includes specific provisions for Seasonal Team Members
- Article 13
- Article 14
- Article 15
- Article 17, except Section 17.2 shall apply
- Article 18, except Sections 18.2 and 18.3 shall apply
- With respect to Article 24, Seasonal Team Members shall only have access to the grievance procedure.

Nothing in this Section or the Agreement in general is intended to provide a guarantee of hours for any Team Member type.

Section 1.3: The Union is composed of five (5) separate labor organizations [i.e., International Brotherhood of Teamsters ("IBT"), UNITE HERE, United Automobile, Aerospace & Agricultural Implement Workers of America ("UAW"), United Steel Workers Union ("USW"), International Alliance of Theatrical Stage Employees ("IATSE")] that have joined together to form the CCOCWC in order to act as the bargaining representative of

the Bargaining Unit. The Parties agree and acknowledge that the Employer's recognition of the Union as bargaining representative is limited solely and exclusively to the Union and not to any of the individual labor organizations that comprise the CCOCWC. The Parties further agree and acknowledge that the Employer has no legal obligation or duty to deal with any of the above-referenced labor organizations or representatives thereof in their individual capacities with respect to the Bargaining Unit, excepting those certain representational activities (i.e., grievance, mediation, arbitration, etc.) to which jurisdiction "by classification" has been agreed to by the constituent labor organizations comprising the Union.

~~The Union shall advise the Employer before the Effective Date of this Agreement (defined in Article 35) in writing as to the jurisdiction of each respective labor organization comprising the Union.~~

ARTICLE 2: MANAGEMENT RIGHTS

Section 2.1: The Employer shall have the exclusive right to manage and operate the Employer, including all of its operations and hereby expressly reserves for its exercise all rights traditionally reserved for management including, but not limited to, the right to: manage the business; to direct and control the workforce; to make any and all decisions affecting the business; to plan, determine, direct, and control the nature and extent of all its operations and commitments; to hire from whatever source and promote Team Members; to require Team Members to participate in training; to transfer and reassign Team Members from one department to another in the Bargaining Unit or outside the Bargaining Unit subject to the provisions of this Agreement; to increase, decrease, or change staffing and/or the size of the work force; to search at the Employer's sole discretion for reasonable cause a Team Member's person, vehicle, personal property, or to search at its sole discretion any Employer property including the Team Member's locker and to seize any Employer property; to require drug or alcohol testing of Team Members in accordance with the Employer's drug and alcohol policy; to direct, instruct, assign, control, and schedule the work force; to evaluate a Team Member's job performance; to determine and evaluate competency and/or fitness for duty and medical standards; to create, adjust, and abolish work shifts; to reduce or increase Team Member hours of work; to determine the work duties and qualifications of Team Members for jobs and the content of jobs; to promulgate, amend, and enforce reasonable work rules; to set dress standards; to establish work safety standards; to discipline and discharge Team Members for just cause, except to the extent qualified in Article 8; to establish, change, combine, or abolish departments; to set standards and methods of performance of work for Team Members in each department; to install, alter, remove, or relocate property or equipment; to increase or decrease the space allotted to any department covered by the Agreement; to select what gaming options will be presented by the Employer; to make any and all decisions related to gaming or equipment related thereto; to introduce new technology related to Bargaining Unit work or otherwise; to expand the business operations by acquisition, merger, or other means; to discontinue the operation of the Employer by sale or otherwise, in whole or in part, at any time; to sell the business, its stock, or assets at any time; to discontinue, reorganize, or combine any department or branch of operations;

to assign Team Members to perform job duties; and in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not.

Section 2.2: Expiration of Agreement. The specific rights set forth above in this Article shall extend beyond the expiration of the Parties' Agreement until a successor agreement is reached.

Section 2.3: Reasonable Work Rules. As set forth in Section 2.1, the Employer may establish reasonable work rules and regulations, not inconsistent with this Agreement, to govern any term and condition of employment of the Bargaining Unit. In addition, the Employer may amend, modify, add to, subtract from, and/or substitute its existing work rules and policies and implement new work rules during the term of this Agreement ~~and the Union expressly acknowledges its waiver of its right to bargain over the decision and effects of such action.~~ The Employer shall provide the Union written notice of any material amendment or modification to any existing rule or regulation and any proposed new rule or regulation ~~rule~~ no less than fourteen (14) days in advance of its implementation, except in exigent circumstances where such notice may be less. Upon the Union's request, the Parties shall meet and discuss the same. The Employer may implement the new or modified rules in the event that such discussions have not concluded and/or issues or objections are unresolved, any time after expiration of a forty-eight (48) hour period from the time that the Union is first notified of the proposed new or modified rule. The Union may challenge the new or revised work rule pursuant to Article 24 on the basis that the work rule is unreasonable. Daily operating adjustments shall not be considered the establishment of an additional rule or regulation. The Union acknowledges that the Employer's Team Member Handbook and work rules identified in Exhibit XIII that are currently in effect as of the Effective Date of this Agreement ~~shall be deemed "reasonable." These include, but are not limited to, the Team Member Handbook and Employer's Policy Manual as well as all departmental policies. Attached as Exhibit XII is a listing of all work rules that~~ have been reviewed by the Union and shall be deemed "reasonable." ~~during the term of this Agreement.~~

Section 2.4: The selection of non-bargaining unit personnel including but not limited to supervisory and managerial personnel shall be the sole responsibility of the Employer.

Section 2.5: This Article shall be interpreted to allow the Employer maximum operational flexibility in the highly competitive and dramatically changing gaming industry.

Section 2.6: Should any provision of the Agreement directly conflict with an enumerated right under this Article, such other provision shall prevail over this management rights provision.

Section 2.7: The Employer shall have the right to record activity in all areas on Employer property via electronic surveillance equipment, consistent with the Ohio Casino Control Commission's ("OCCC") regulations.

ARTICLE 3: UNION REPRESENTATION

Section 3.1: Non-Team Member Union Member Union Representatives. The Union shall advise the Employer, in writing, of the names of designated non-Team Member Union representatives who shall have the right to visit the Employer's establishment in order to investigate matters related to the administration of this Agreement, subject to the requirements set forth below. In no event shall the designated Union representatives be employees of any other casino. Such visits shall not be made at such times or in such manner as shall interfere with the Employer's proper management and operation of its business, the work responsibilities of Team Members, or the Employer's customers. Union representatives will be required to report to Security, comply with all Security protocol and procedures, and sign and wear identification while on the Employer's premises. Union representatives' interactions with Team Members for the purpose of this Article shall be limited to Team Member non-work time and in non-public areas of the Employer's facility. Union representatives shall notify the Human Resources department in advance of any such visit described above.

Section 3.2: Stewards. The Union may select a reasonable number of non-probationary Team Members to serve as stewards for the Bargaining Unit. The stewards' primary responsibility shall be the performance of his assigned job functions for the Employer. The Union shall notify the Employer in writing of the Team Members designated as stewards. A steward may receive, investigate, and process grievances only during the non-working time of all Team Members involved, including the steward, and in non-working, non-public areas unless the Employer agrees to the contrary. The steward's activities may not interfere with regular business operations. ~~At the Employer's sole discretion, a~~ steward may be permitted to attend investigatory interviews and/or other interviews during the steward's otherwise working time. All time spent performing Union-related or steward-related functions shall be unpaid time, unless the Employer expressly agrees otherwise. The Union agrees and acknowledges that it shall have full responsibility for any and all actions undertaken by a steward as its authorized agent.

Section 3.3: Bulletin Boards. The Employer shall provide the Union with two (2) reasonably sized bulletin boards, one (1) each to be located in the Team Member dining room and break room, for use by the Union for posting notices related only to official Union business. The bulletin boards will be enclosed and secured with a lock. All notices must be factual in basis and shall not contain statements derogatory to the Employer its affiliates, officers, board members, agents, and/or Team Members or the Employer's parent employer(s) and its affiliates, officers, board members, agents, and/or employees.

Section 3.4: Notice to Union. When a provision of this Agreement requires written or oral notification to the Union or one (1) or more of the labor organizations comprising the CCOCWC by the Employer, such condition shall be satisfied by compliance with Article 32 (Notice).

Section 3.5: Union Data Requirements. Upon request, the Employer shall provide to the Union on a monthly basis the names and job classifications of all new Bargaining Unit hires and Bargaining Unit Team Members who were voluntarily or involuntarily separated

from their employment during the preceding thirty (30) days. Upon request, the Employer shall provide to the Union on a quarterly basis a full work force roster of all Bargaining Unit Team Members.

Section 3.6: In the event the Employer offers an orientation for new Team Members, the Employer will make reasonable efforts to notify the CCOCWC within seven (7) days, or as soon as practicable, of an orientation that new Bargaining Unit Team Members are scheduled to attend. Such notification will include the name(s) of the new Bargaining Unit Team Members, and the department(s), and classification(s) in which they have been hired. The Union will be permitted up to meet with the new Bargaining Unit Team Member(s) during the orientation for a reasonable period of time at the time and location designated by the Employer in its sole discretion. The subject matter of the Union's presentation shall be limited to information relating to Union membership.

Section 3.7: A Team Member may wear either a lapel pin (not to exceed one (1) inch) or a button (not to exceed two (2) inches), for the CCOCWC or for the respective individual labor organization that represents the Team Member as long as it does not obstruct the Team Member's nametag, gaming license, promotional button(s), or otherwise interfere with the Team Member's uniform or job duties. The Union agrees to work with the Employer on button design to ensure compatibility with the Employer's uniform standards.

ARTICLE 4: UNION SECURITY

Section 4.1: Union Shop. Subject to the provisions of the Labor Management Relations Act, 1947, as amended, it shall be a condition of their employment that all Team Members covered by this Agreement who are members of the Union, or one (1) of the labor organizations comprising the CCOCWC, in good standing on the date of execution of this Agreement shall remain members in good standing during the period of their employment; and those who are not members of the Union, or one (1) of the labor organizations comprising the CCOCWC, on the date of execution of this Agreement shall, on the thirtieth (30th) day following execution of this Agreement, become and remain members of the Union, or one (1) of the labor organizations comprising the CCOCWC. It shall also be a condition of employment hereunder that all Team Members covered by this Agreement shall, on or after the thirtieth (30th) day following the Team Member's first employment by the Employer in classifications covered herein, become and remain members of the Union, or one (1) of the labor organizations comprising the Union, throughout the period of their employment with the Employer.

Section 4.2: Indemnification. The Union and the labor organizations comprising the CCOCWC 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, or one of the labor organizations comprising the CCOCWC, in accordance with the provisions of this Article.

Section 4.3: Enforcement Mechanism. The Employer shall provide the Team Member with the appropriate Union dues deduction card at the time the Team Member is hired.

Within fifteen (15) days after receipt of written notice from the Union that any Team Member covered by this Agreement has failed, pursuant to the terms of this Article, to tender payment of the periodic dues and initiation fees uniformly required as a condition of acquiring membership in the Union, the Employer will terminate such Team Member.

ARTICLE 5: DUES CHECK-OFF

Section 5.1: The Employer, during the term of the Agreement, agrees to deduct each month Union membership dues and initiation fees from the pay of those Team Members who have voluntarily authorized such deductions in writing (the "Authorizations") as provided in Section 5.3 and Section 5.4. Such membership dues shall be limited to amounts properly levied by the Union, or the labor organizations comprising the CCOCWC.

The agreed upon Authorizations for each labor organization comprising the CCOCWC are attached as Exhibits II – V.

Section 5.2: Deductions shall be made only in accordance with the provisions of said Authorizations and this Article.

Section 5.3: The original or a facsimile of a properly executed form for each Team Member 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 forms which have been properly executed and are in effect. Any form which is incomplete or in error will be returned to the Union and/or the appropriate labor organization comprising the CCOCWC by the Employer.

Section 5.4: The Employer shall provide the Team Member with the appropriate Union Authorization at the time the Team Member is hired. Check-off deductions under all properly executed Authorizations 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.

Section 5.5: Deductions shall be made from the pay received on the first payday of each month regardless of the payroll period ending date represented on that payroll check.

Section 5.6: The Employer agrees to make deductions as otherwise provided in this Article in the case of Team Members who have returned to work after authorized leave of absence, and in the event of an arrearage, upon receiving notice from the Union of a Team Member's past dues arrearage.

Section 5.7: The Employer shall remit each month to the designated financial officer of each labor organization comprising the CCOCWC the amount of deductions made for that particular month, together with a list of Team Members and their social security numbers, for whom such deductions have been made. The information shall be in computer readable electronic form, in an agreed-upon format. [The Union will properly](#)

safeguard any Team Member personally identifiable information (PII) received from the Employer, including Team Members' social security numbers.

The remittance shall be forwarded to the above designated financial officers not later than the fifteenth (15th) of the month, for the deduction from the first paycheck received by the Team Member (prior to the fifteenth (15th) of the month) for the month the dues are being paid. At the request of the individual labor organization within the CCOCWC, remittance shall be paid by Automated Clearing House (ACH) transfer, if the Union provides the Employer with all necessary account information.

Section 5.8: Any Team Members whose seniority is broken by death, ~~quit~~voluntary resignation, 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~~voluntary resignation, discharge, layoff, or transfer occurred.

Section 5.9: 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 the Authorizations submitted to the Employer by any or all labor organizations comprising the CCOCWC.

Section 5.10: Political Action Committee. The Employer agrees to honor political contribution deduction authorizations from its Team Members, in the agreed upon authorization forms attached as Exhibits VI –IX, provided this practice is not prohibited by OCC's regulations.

5.10(a): The Parties shall explore the feasibility under state law of implementing voluntary payroll deduction for political contributions for state and local elections. If it is determined by a court of competent jurisdiction that such deductions are lawful, the PAC authorization card will be modified accordingly.

5.10(b): The political contribution deduction shall be made once each month during which a Team Member who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the designee of the appropriate labor organization, accompanied by a form stating the name, social security number, address of each Team Member for whom a deduction has been made, and the amount deducted.

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

ARTICLE 6: COMPLIANCE WITH OHIO CASINO CONTROL ACT / LICENSING

Section 6.1: Pursuant to the laws, rules and regulations of the Ohio Casino Control Act, the OCCC, and other applicable federal, state, and local authorities, Team Members are required to satisfy certain license requirements. A failure to obtain and/or maintain said license, regardless of the reason, shall be grounds for immediate discharge. Such action shall constitute an irrebuttable presumption of just cause for discharge. If the Team Member appeals the OCCC's action, the Employer is not responsible for continuing to employ the Team Member during any stage of the appeal process.

Section 6.2: If within thirty (30) days following termination or forfeiture of the Team Member's license, the OCCC reverses its decision and reinstates the Team Member's license, the Employer will reassign the Team Member to his former position, if available, or will make reasonable efforts to find a comparable position in his previous classification for which the Team Member is qualified. In either case, the Team Member will be credited with seniority accrued prior to termination, but will not be entitled to backpay. In the event that the Employer is unable to assign the Team Member a position, the Team Member will be placed on lay off status, pursuant to Article 9.

Section 6.3: Nothing in this section is intended to limit the Employer's rights under Article 8 to discipline a Team Member, up to and including immediate termination, for violations of Employer policies and procedures.

Section 6.4: The Employer will prepare and distribute a Read and Sign and the relevant informational brochure to any Team Member who is suspended pending investigation or is involuntarily terminated from his employment, which sets forth the Team Member's obligation to notify the OCCC about the change in their employment status. If the Team Member fails to meet his obligation described in this Section, then the Employer may deny the Team Member access to the grievance procedure in Article 24.

ARTICLE 7: HOURS OF WORK / SCHEDULING / WORK ASSIGNMENTS

Section 7.1: Workweek. Team Members will be scheduled to work on a weekly basis. The ~~work-week~~workweek for Full Time Team Members will consist normally of forty (40) hours. Part Time Team Members are normally scheduled for less than thirty (30) hours per week, with the number of days per week and hours per day determined in the sole discretion of the Employer. Nothing in the Article or in the Agreement shall constitute a guarantee of a minimum number of work hours per day or per week. The workweek may fluctuate according to the needs of the business. Full Time Team Members normally are scheduled for five (5) consecutive days all on the same shift, eight (8) hours per day or four (4) consecutive days all on the same shift, ten (10) hours per day. There shall be no split shifts except for banquets or other special events. However, Team Members may agree to work a split shift upon request.

Section 7.2: Scheduling. The Employer shall determine and prepare work schedules according to business needs in its sole discretion. ~~The Employer agrees to conduct a property-wide re-bid of Bargaining Unit positions within ninety (90) days after the Effective Date of this Agreement for those departments the Parties mutually agree in writing need~~

~~a re-bid. This re-bid will include days off, by shift. Thereafter, either party length and/or days off scheduling, the Union~~ may request a property-wide re-bid on an annual basis. In such event, that the Parties will meet and confer within seven (7) days to decide ~~discuss~~ the appropriate timing of the next property-wide re-bid. ~~If the Parties are unable to agree, the Employer may postpone the Union's requested re-bid for up to six (6) months. The Employer may implement its decision to institute a property-wide re-bid at any time following sixty (60) days from notice to the Union of the Employer's intent to conduct such a re-bid. There shall be no more than one (1) property-wide re-bid during any twelve (12) month period absent a change in business conditions.~~ issues. Upon such request, the Employer shall agree to such meeting and discuss the Union's concerns. The Employer may conduct rebids within a single classification or department or multiple classifications or departments ~~(but less than a property-wide re-bid)~~ at its discretion. The Employer shall provide the Union with seven (7) days' notice of such re-bid. Generally, the Employer shall be limited to one (1) departmental re-bid on an annual basis per department ~~(in addition to the property-wide re-bid)~~, absent a change in business conditions, including Team Member turnover, department restructuring, staffing changes, and change in work assignments.

Section 7.3: Team Members may bid on each ~~property-wide and departmental~~ such re-bid within their respective department by job classification and employment status (i.e., full time or part time). Where more than one (1) Team Member bids on a particular schedule, the Team Member with the highest Classification Seniority will be assigned the schedule, provided ~~he~~ the Team Member has the qualifications and abilities to perform satisfactorily the work on that particular schedule.

Team Members who move to part time status from full time status, or vice versa, shall retain their Classification Seniority date upon the status change.

(NOTE: The only way to go from full time status to part time status or vice versa is by successful bid to an open position or Employer action in a reduction in force. Attainment or loss of benefits has no bearing on a Team Member's status or schedule.)

Section 7.4: Posting of Schedules. In each department the Employer shall post each week, in a conspicuous place available to Team Members, a work schedule showing the classification, first and last name, and Classification Seniority and House Seniority date of each Team Member, and specifying days off and starting and end times. ~~Schedules~~ The Company will be posted at a minimum of seven ~~post schedules fourteen (714)~~ post schedules fourteen (714) days ahead of the actual work week on a departmental basis where practicable. (In the event the Employer's work scheduling software program does not allow it to include this information on the work schedule, the Employer shall post a separate document stating this information next to the work schedule.) The Employer retains the sole discretion to schedule start times on weekly schedules based upon its business needs. The Employer shall endeavor to schedule within the projected start times by shift set forth in Section 7.2 above. Generally, ~~projected~~ weekly scheduled start times will vary by department within a range of two (2) ~~to four~~ hours before or two (42) ~~hour range. The Cage department may~~

~~vary by periods of hours after the start time in excess of that range. If at any time during the term of this Agreement as defined in Article 35 the Union raises concerns about fluctuating start times of a department work schedule during a single work week, the~~bid line. The Employer will ~~consider~~vary the ~~Union's proposals to resolve such concerns~~start time of the least senior qualified Team Member(s) whose bidded start time is closest to the scheduling need.

Schedules of work shall not be changed by the Employer with less than one (1) week advance notice, except based on business needs. In ~~extenuating circumstances,~~ the ~~event a~~ Team Member ~~may be given~~receives less than ~~forty-eight one (481) hours~~week advance notice of a work schedule change to meet the demands of the business. ~~In that event,~~ the Employer shall call the Team Member to communicate the work schedule change. If the Team Member fails to report for work where he has been given less than twenty-four (24) hours' notice, the Team Member shall not be given any attendance points if he can provide a legitimate reason for his absence. ~~Within six (6) months of the Effective Date of this Agreement and he otherwise notified the Employer of his absence before the start of the shift. Schedules will be made available online where practicable. If the Employer is no longer able to post schedules online using its scheduling technology,~~ the Employer will meet with the Union to discuss the viability of making work schedules available to Team Members on the internet through other means if either the Employer or the Union requests such a meeting.

Section 7.5: Days Off. The Employer will endeavor to schedule days off consecutively during each seven (7) day work period, except where legitimate business needs require otherwise. Team Members may voluntarily request non-consecutive shifts and days off. With the approval of the supervisor, Team Members may trade days off, starting times on the same shift and may request a Part Time Team Member to assume his scheduled shift(s), under the following guidelines:

7.5(a): Whenever possible, requests for such switches should be submitted in writing to the Team Member's immediate supervisor no less than twenty-four (24) hours in advance of the scheduled day off and start time being switched;

7.5(b): The switch does not result in a Part Time Team Member working more than an average of thirty (30) hours per ~~work-week~~workweek. In no event shall a Part Time Team Member be eligible to receive benefits (not including benefits governed by law) only available to Full Time Team Members under this Agreement due to obtaining additional shifts under this Article. A Full Time Team Member shall not be allowed to grieve under Article 24 or otherwise file a complaint about the loss of benefits available to Full Time Team Members under this Agreement if due to his requests for switches under this Article he becomes ineligible to receive such benefits. With respect to switches, it is the Full Time Team Member's sole responsibility to ensure his eligibility for benefits offered to Full Time Team Members under this Agreement.

7.5(c): No additional overtime payment would be required as a result of the proposed switch;

7.5(d): The switch would not result in any replacement Team Member being assigned to any particular job, game, station or other work area for which he does not have the same qualifications and abilities as the originally scheduled Team Member; and,

7.5(e): The Employer's refusal to accept a Team Member's request to switch his schedule as set forth in Section 7.5 is not subject to the grievance and arbitration procedure in Article 24. A Team Member may file a complaint with his department head challenging such decision. ~~The department head has the sole discretion whether or not to permit such switch.~~

Section 7.6: Single Shift. No Team Member shall be required to work more than one (1) shift on any one (1) calendar day. This shall not prohibit the Employer from requiring Team Members to work overtime hours before or after their assigned shift.

Section 7.7: Rest Periods and Meal Breaks.

7.7(a): During the term of this Agreement, non-dealer Team Members shall be entitled to meal and rest break periods as established by the Team Member's department. However, under no circumstance, shall a non-dealer Team Member's meal and rest break periods be less than the total time allotted as of the Effective Date of this Agreement. ~~as set forth below:~~

<u>Shift Length</u>	<u>Total Break Time</u>
<u>At least 4 but less than 6 hours</u>	<u>15 minutes</u>
<u>At least 6 but less than 8 hours</u>	<u>30 minutes</u>
<u>At least 8 but less than 12 hours</u>	<u>60 minutes</u>
<u>At least 12 hours but less than 14 hours</u>	<u>75 minutes</u>
<u>At least 14 hours but less than 16 hours</u>	<u>90 minutes</u>
<u>At least 16 hours</u>	<u>120 minutes</u>

The Employer will make reasonable efforts to ensure each Team Member's meal and rest periods occur at appropriate intervals during his shift. If there is a pattern of excessive, unreasonable break scheduling in a particular department, the Union may request in writing that the Parties meet and confer to discuss the issues. Upon such request, the Employer shall agree to such meeting and discuss in good faith the Union's concerns.

7.7(b): With respect to Team Members in the Dealer classifications in the Table Games department, they shall be entitled to a twenty (20) minute break for every eighty (80) minutes of on duty time; however, the Employer reserves the right in its sole discretion to modify this break schedule based on business needs. The Employer will make reasonable efforts to ensure an equal distribution of breaks.

7.7(c): Team Members in the Dealer classifications in the Poker department shall be entitled to a rest period of thirty (30) minutes in length for every one hundred twenty (120) minutes of on duty time; however, the Employer reserves the right in its sole discretion to modify this break schedule based on business needs. Poker Dealers may forgo rest breaks unless the Employer in its sole discretion determines that a Dealer must take an earlier rest break.

7.7(d): Employee Dining Room. Team Members will be provided with the same Employee Dining Room (EDR) privileges as non-bargaining unit employees. The Employer will provide an up to \$5.00 credit on certain specified meals worth up to \$8.00 in value that are purchased by Team Members from the EDR subject to Company rules and procedures; that is, Team Members will be charged only \$3.00 for such meals. The Employer and the Team Members will each do their part to keep the EDR clean.

Section 7.8: Early Outs. Team Members may request to leave work early ("Early Out") following the procedures set forth below. The Early Out procedure is to allow Team Members to leave work before the completion of their scheduled shift when the Employer determines that reduced staffing is appropriate or necessary. In such cases, the Employer will select among the list of volunteers, prepared at the beginning of each shift by department, based on departmental policy. Team Members who are selected for Early Out are paid only for actual time worked on that day. For the purpose of determining eligibility for benefits, a Team Member who is selected for Early Out pursuant to this Section will only have the hours he actually worked count toward his benefits eligibility. Under no circumstance shall a Team Member be granted an Early Out in circumstances where the Team Member's departure will result in overtime payments to another Team Member.

Section 7.9: Force Outs. In the event that there are an insufficient number of Early Out volunteers, the Employer may require Team Members within the appropriate job classification(s) to leave work before the completion of their shift ("Force Out"). Force Outs will be assigned on the basis of reverse Classification Seniority, except where the Employer determines in its sole discretion that the more junior Team Member designated for Force Out is needed to complete his scheduled shift, in which case the next most junior Team Member on the Classification Seniority list who is not needed to complete his shift shall be Forced Out. Team Members who are selected for Force Out are paid only for time actually worked or ~~two~~four (24) hours, whichever is higher. For the purpose of determining eligibility for benefits, a Team Member who is forced out pursuant to this Section will have all hours he would have worked had he not been Forced Out count toward ~~his~~the Team Member's benefits eligibility. On Call Team Members will be selected for Force Out prior to any Part Time or Full Time Team Members unless in the Employer's sole discretion the Part Time or Full Time Team Members do not have the qualifications and abilities to satisfactorily perform the required work.

Section 7.10: Work Assignments. The Employer may make work assignments according to business needs in its sole discretion. Assignments may include rotating stations or locations within the Employer's facility or permanent assignments to a particular location or area. Where the Employer utilizes permanent assignments to a particular location or area, such assignments will be made in accordance with Classification Seniority. The Employer may at its sole discretion change work assignments during the term of this Agreement, however, where changing an established method of assigning work (such as a rotation or permanent assignment), the Employer will first provide notice to the Union and an opportunity to meet and discuss before implementing such change. Team Members will be expected to follow the last instructions given them by a member of supervision and will not be disciplined for failure to follow the previous instructions given them by another member of supervision if they conflict.

ARTICLE 8: DISCIPLINE AND DISCHARGE

Section 8.1: Progressive Discipline. For Team Members outside the probationary period, the Employer agrees that disciplinary actions generally will be progressive and corrective in nature; provided, however, the Employer may skip some or all progressive steps if the Team Member's conduct so warrants. In general, the Employer will provide the Team Member with notice of the misconduct (except for cases of serious acts of misconduct as described below) or a performance related problem before taking further disciplinary action against the Team Member. Progressive discipline may include verbal warning, ~~informational entry,~~ documented coaching, written warning, final written warning, suspension, or termination. The Employer may suspend a Team Member without pay pending investigation into alleged misconduct, but such suspension shall not exceed a reasonable period of time to investigate, unless there is an ongoing OCCC investigation or other law enforcement or regulatory investigation related to that Team Member. Except as provided in Section 8.2 below, no regular Full Time, Part Time, Seasonal, or On Call Team Member who has completed his probationary period shall be disciplined without just cause. A Team Member may contest disciplinary action imposed upon him through the grievance and arbitration procedure set forth in Article 24.

Section 8.2: Serious Acts of Misconduct. The Parties agree that serious misconduct shall result in a Team Member's immediate discharge.

8.2(a): For serious acts of misconduct related to the integrity or security of the Employer's gaming operations, including but not limited to theft of chips or cash, mishandling of sensitive keys, disruption of surveillance, violation of the Employer's responsible gaming policy, compliance with gaming laws, and regulations, and Team Member interaction with a customer, co-worker or supervisor on the casino floor that causes a stoppage of play or work interference, the Employer's decision to terminate the Team Member may be challenged through the grievance and arbitration procedure in Article 24. In any such arbitration, the Employer need demonstrate only, by a preponderance of the evidence, that the Team Member engaged in the alleged misconduct. Upon such showing, the Arbitrator shall uphold the Team Member's discharge.

8.2(b): For all other serious acts of misconduct, including but not limited to theft, dishonesty, violence or threats of violence, drunkenness, drinking on the job, being under the influence of alcohol (unless otherwise permitted by Employer policy) or a controlled substance at any time while on the Employer's premises, violation of the Employer's Drug and Alcohol Abuse Policy, discourtesy toward a guest, co-worker, supervisor or vendor, insubordination, failure to report for work in accordance with the Employer's Attendance Policy, walking off the job during a shift, possession of firearms on the Employer's premises, and sexual harassment or any other inappropriate harassment of a co-worker, supervisor or guest, the Team Member's actions shall result in immediate termination. The Employer's decision may be challenged through the grievance and arbitration procedure in Article 24 on the basis of the "just cause" standard.

Section 8.3: Team Members will receive a copy of any written disciplinary action, (not including an informational entry), imposed within three (3) days from issuance, unless prohibited from disclosure by the OCCC. Copies of all discipline or corrective actions normally shall be maintained in the Team Member's personnel file. Written or verbal warnings, disciplinary suspensions, coaching/counseling notices, informational entries, written customer complaints, and reports of outside non-governmental agencies or of the Employer's own security force concerning the conduct of a Team Member shall become null and void twelve (12) months after the date of issuance (calculated on a rolling basis) and may not thereafter be used by the Employer to demonstrate that the Team Member had prior notice of a deficiency in his performance. Written warnings for harassment of a co-worker, supervisor, or vendor shall not be subject to the twelve (12)-month limitation set forth above. In addition, the Employer may maintain all records of prior discipline for use in judicial or administrative proceedings without limitation and there shall be no limit on the Employer's right to rely on or consider a Team Member's prior disciplinary or corrective actions when determining what discipline or corrective action to issue. Upon request, a Team Member may arrange an appointment with the Human Resources department to review his personnel file. The Team Member must provide reasonable notice of this request, and must engage in the review when he is not scheduled to work. The Team Member may add a rebuttal statement to the file, and may have a copy of the file. The Employer agrees that there will be one official personnel file (exclusive of any separate files mandated by federal or state law, e.g., medical records under the FMLA), located in the Human Resources department. The Employer may keep a separate investigative file relating to allegations of Team Member misconduct, which is not subject to review by a Team Member.

Section 8.4: When a Team Member is suspended or discharged, copies of the written notice to the Team Member will be sent to the Union and appropriate labor organization(s) comprising the CCOCWC within seventy-two (72) hours of the suspension or discharge. Upon written request by the Union and/or appropriate labor organization(s) comprising the CCOCWC, legible copies of all documents relevant to suspension or discharge shall be provided to the Union and/or appropriate labor organization(s) comprising the CCOCWC.

Section 8.5: Warning Notices. Warning notices issued to Team Members must specify the events or actions for which the warning notice is issued. Failure to specify shall not render the disciplinary notice invalid, so long as the Team Member is otherwise notified of the event or action for which the notice is issued. Warning notices shall be issued to Team Members 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. A copy of any written warning notice shall be issued to the Team Member and a copy to the Union and/or the appropriate labor organization(s) comprising the CCOCWC. The Team Member ~~shall be required to~~may sign all notices for the purposes of acknowledging receipt and may include a rebuttal statement in addition to his signature.

Section 8.6: Time of Discharge. Both the Employer and the Team Members will approach the disciplinary process in a professional and respectful manner. No Team Member shall be discharged while on PTO or on a leave of absence except where the Team Member fails to return from PTO or leave of absence, as required, or where the Team Member engages in misconduct in violation of this Agreement during the period of his absence.

Section 8.7: Upon a Team Member's request, a Union representative will be present at an investigative interview of a Team Member regarding disciplinary action at the documented coaching level and above. The Employer will not require or request a Team Member to resign, or to sign a confession or statement concerning his conduct in circumstances where the Team Member has requested to have a Union representative present and the Union representative appears without undue delay. The Employer may request that a Team Member sign a form reflecting that he has requested the presence of a Union representative. If the Union representative requested by the Team Member is not available at the designated time of the meeting, the Team Member may request another Union representative who is on property and available. If no Union representative is available on property, at the Team Member's request, the Employer may contact a Union representative to participate in the meeting by telephone. The Union will provide the Employer with the ~~name~~names and telephone ~~number~~numbers of ~~a~~all Union ~~representative~~representatives for this purpose at the time of execution of this Agreement. If the Employer cannot contact the Union representative at the time of the meeting, the Employer may suspend the Team Member without pay until a Union representative is available. The Union agrees that it will make a representative available for purposes of attending a disciplinary meeting within a reasonable time period after the Team Member's initial request referred to above.

Section 8.8: Disciplinary Suspension. The Union shall have the sole right to take a disciplinary suspension and/or discharge as a grievance to Step 2 of the grievance procedure set forth in Article 24, and the matter shall be handled in accordance with this procedure. When suspensions are imposed, the disciplinary suspension shall begin immediately following the decision to issue a disciplinary suspension and shall be for consecutive days.

Section 8.9: Customer Complaints. When ~~a Team Member is subject to~~ the Employer bases discharge ~~based solely~~ on a customer complaint, the Employer ~~may request that a Union representative be present in the event that the Employer contacts~~ must contact the customer to inquire about the details of the customer's complaint. ~~In the event that the Employer chooses to include~~ with a Union representative, ~~the~~ present. The Union representative may not speak to the customer or otherwise make his presence on the call known, but may submit written questions to the Employer for its use in the telephone conversation. The Employer has the sole discretion to use the Union's questions. ~~If the event that~~ Employer decides not to use the Union ~~is not requested to participate in contacting a customer as described above's~~ written questions during the conversation, and the Employer relies at arbitration on information obtained as a result of such contact, the Arbitrator may, but need not, take this into account ~~into~~ when assessing the reliability of the evidence. Nothing in this Section shall preclude the Employer from contacting a customer without the Union's involvement.

Section 8.10: To the extent permitted by the OCCC and applicable law, the Employer agrees that when it relies on surveillance tapes to support its decision to issue a final written warning or discharge a Team Member, the Employer will allow a non-Team Member Union representative to view the relevant surveillance video, on Employer premises accompanied by an Employer representative or via a temporary and secure remote access connection hosted by an authorized Employer representative. If the non-Team Member Union representative elects to view the relevant surveillance video remotely, as a condition of such viewing, the Union agrees to identify all persons present for the remote viewing (which shall not include any Team Member) and it will not record the video or any part of the video. The Employer may allow the Union to review relevant surveillance video in cases involving issuance of a final written warning or discharge to support the innocence of a Team Member.

Section 8.11: Drug and Alcohol Testing Policy. Pursuant to its Drug and Alcohol Policy, the Employer shall have the right to test for drugs and/or alcohol usage subject to the following conditions:

8.11(a): In the event reasonable cause exists to indicate that the Team Member may be under the influence of drugs or alcohol;

8.11(b): In no event shall random drug testing be permitted unless required by applicable federal, state or local law(s) or regulation(s), including all applicable gaming regulatory provisions. If such random drug testing is required by applicable law or regulation, the Employer will so notify the Union;

8.11(c): The Employer shall pay for the cost of the examination, and the Team Member shall be paid for all time required for the examination;

8.11(d): Only after the administration of the initial test and a mass spectrometry confirmation test that show positive will the test results be considered positive;

8.11(e): If the Team Member is suspended pending an investigation and after the drug/alcohol testing the Team Member's tests are negative, the Team Member will be made whole provided there is no basis for discipline;

8.11(f): A blood alcohol level at or in excess of the limit prescribed by Ohio Law constitutes an irrebuttable presumption that the individual is under the influence of alcohol.

ARTICLE 9: SENIORITY

Section 9.1: Probationary Period for New Team Members. New Team Members shall be subject to a probationary period of ninety (90) days following their date of hire. The ninety (90)-day probationary period may be extended for Part Time Team Members and for Full Time Team Members up to an additional sixty (60) days, at the Employer's sole discretion; provided that the Employer provides the Team Member and the individual labor organization within the CCOCWC with jurisdiction over the Team Member's classification with written notice of the probationary period extension prior to the expiration of the original ninety (90) day period. For Full Time Team Members, the Employer may extend the probationary period on a case-by-case basis and may not do so routinely. During the probationary period, the Team Member shall have no seniority rights and not be entitled to the provisions of this Agreement. Probationary Team Members shall be subject to discipline and termination by the Employer for any reason, with or without notice, and without recourse to the grievance and arbitration procedures set forth in Article 24 herein. Upon completion of the probationary period, seniority shall date back to the Team Member's most recent date of hire. ~~On Call and Seasonal Team Members may be discharged or laid off for any reason at any time during their employment without recourse to the grievance and arbitration procedures set forth in Article 24 herein.~~

Section 9.2: Seniority.

9.2(a): Corporate Seniority. Corporate Seniority is a Team Member's length of continuous service in years, months and days from the Team Member's most recent date of hire by the Employer. Corporate Seniority shall be used only for calculation of length of service for PTO or any other benefit where length of service is applicable.

9.2(b): House Seniority. House Seniority is a Team Member's length of continuous service in years, months and days from the Team Member's most recent date of hire by into the Employer. ~~House Seniority for Seasonal Team Members who never become any other type of Team Member shall be the Team Member's first date of hire by the Employer only if the Seasonal Team Member returns to a temporary position every twelve (12) months~~ Bargaining Unit by the Employer.

9.2(~~b~~c): Classification Seniority. Classification Seniority shall be defined as a Team Member's length of continuous service in years, months, and days from the Team Member's most recent date of hire or transfer into his current job classification. Job classifications are set forth in Exhibit X to this Agreement. Classification Seniority for Seasonal Team Members who never become any other type of Team Member and who return to that classification for each successive season shall be the original date of hire or transfer into his seasonal job classification.

9.2(~~c~~):

9.2(d): Full Time Team Members (by Classification Seniority) will be permitted to bid on full-time schedules before Part Time Team Members will be permitted to bid on full-time schedules. Part Time Team Members (by Classification Seniority) will be permitted to bid on part-time schedules before Full Time Team Members will be permitted to bid on part-time schedules. Team Members who change from part time status to full time status, or vice versa, shall retain their Classification Seniority date upon the status change and shall be able to use their Classification Seniority date in their new status for future bids effective upon the status change.

9.2(e): For purposes of this Section, each classification listed in Exhibit X is a separate and distinct classification, except nothing in this Article or the Agreement limits the Employer's right to cross utilize Team Members across job classifications, i.e., to assign work to Bargaining Unit Team Members in other Bargaining Unit job classifications in the following circumstances: 1) where the Employer has made such assignments in the past; (e.g., bartender and cocktail server and cashier and host); 2) for business reasons but only to the extent such assignment may be made for no more than two (2) consecutive weeks; and 3) in emergency situations. ~~The Employer may cross-utilize On-Call and Seasonal~~In any pay period, Team Members who are assigned to work outside of their classification and do so for more than one (1) day shall, beginning on the second day of the assignment, be paid the higher wage rate of the two (2) classifications. This Section shall not limit the Employer's right to use dual coded employees, so long as, except in emergency situations, the Employer first offers available work in the classification to Team Members subject to whose primary job is such classification in accordance with the provisions of this ~~Section~~Agreement.

9.2(~~d~~f): For all Team Members, House (and, if appropriate, their Classification) Seniority for those hired on the same day shall be assigned seniority based on the four (4) digits at the end of their social security number. The lowest four (4) digits shall be assigned the higher seniority date and so on.

9.2(~~e~~g): Incumbent Team Members who are transferred into a new classification on the same date shall have their House Seniority as the first tie breaker and the last four (4) digits of their social security number as the second tie breaker, if necessary.

9.2(fh): A Team Member transferring from another ~~Caesars~~JACK Entertainment ~~Corporation~~-owned and/or operated location shall retain his original ~~House~~Corporate Seniority, if applicable, per Employer policy. The Team Member's House Seniority date and Classification Seniority date shall be the date of the Team Member's transfer into the Bargaining Unit. The Employer reserves the unilateral right to amend, modify and/or rescind its policy regarding assignment of ~~House~~Corporate Seniority with respect to transferred Team Members from other ~~Caesars~~JACK Entertainment ~~Corporation~~-owned and/or operated locations only to the extent that such policy changes apply in equal force to the Employer's non-bargaining unit employees. The Union expressly waives its right to bargain over the decision to make, ~~and~~ such changes, but retains its right to bargain over the effects of, any such ~~changes~~decision during the term of this Agreement.

Section 9.3: Termination of Seniority. A Team Member who incurs a loss of seniority ~~greater than twelve (12) months~~, if subsequently re-employed in the Bargaining Unit, will receive a new seniority date for all purposes based upon most recent date of hire and be considered in all respects as a new Team Member, including serving first as a probationary Team Member. Seniority shall be terminated for any of the following reasons:

9.3(a): Voluntary Resignation. Team Members who wish to terminate their employment with the Employer shall provide written notice to the Human Resources department no less than fourteen (14) days prior to the Team Member's final day of employment. Failure to provide such notice will make Team Members ineligible for re-hire at the Employer's sole discretion. Team Members who do not return from scheduled PTO or leave of absence will be subject to the Attendance Policy set forth in Article 16 of this Agreement. If a Team Member "points out" under the said Attendance Policy, the Team Member will be considered to have voluntarily terminated his employment and will be ineligible for re-hire at the Employer's sole discretion.

9.3(b): Discharge for just cause or for other reason set forth in Article 8.

9.3(c): If a Team Member has been laid off and is notified to contact the Human Resources department by a specific date regarding recall, but fails to do so within four (4) days of specified date after proper notification has been delivered to the Team Member, unless satisfactory proof of valid reason for failure to respond is presented to the Human Resources department. Such determination shall be made at the sole discretion of the Employer. Notification shall be made in writing and delivered to the Team Member in person or sent to the Team Member by registered mail, return receipt requested, or by certified mail. The Employer shall be entitled to rely upon the address on file in the Human Resources department. The Team Member's failure to report to work on specified date shall be grounds for termination of employment and loss of seniority. This Section does not apply to Seasonal Team Members.

9.3(d): Retirement.

9.3(e): The Team Member is laid off for a period equal to his seniority or twelve (12) consecutive months, whichever is shorter.

9.3(f): The Team Member has left the Bargaining Unit and assumed a position with the Employer outside the Bargaining Unit for a period of thirty (30) days or more.

Section 9.4

9.4(a): Layoff and Recall. The Employer may lay off Team Members within the Bargaining Unit. The number of Team Members to be laid off, job classifications within which such layoffs will occur, the number of Part Time and Full Time Team Members to be laid off, and the timing and length of such layoffs are within the sole discretion of the Employer.

9.4(b): To the extent practicable, the Employer will provide the Union with at least seven (7) days advance notice of a layoff. When such notice is provided, the Parties may meet to discuss the planned layoff pursuant to the Labor-Management Cooperation provision of this Agreement. In the event that the Parties are unable to reach agreement on the need and scope of the proposed layoff within a forty-eight (48) hour period following notice to the Union, the Employer may implement the layoff in its sole discretion. Prior to implementation of the layoff, the Employer shall provide the names, job classifications, and seniority dates of the Team Members to be laid off. The Union retains the right to bargain over the effects of the reduction in force.

9.4(c): In the event of a layoff, the Employer shall effectuate the reduction in force, using House Seniority, in the affected classifications in the following ~~manner~~order:

- Probationary Team Members shall be laid off first; ~~(excluding Seasonal~~
- On Call Team Members);
- ~~Regular~~ Part Time Team Members ~~(including On Call Team Members and Part Time Seasonal Team Members)~~; and
- Full Time Team Members.

9.4(d): In the event that any layoff results in the layoff of Part Time Team Members, the Employer may reduce the schedule of Full Time Team Members to compensate for the loss of Part Time Team Members. Full Time Team Members who are converted to part-time status shall have the right to bid on vacant part-time schedules based on their Classification Seniority, assuming they have the qualifications and abilities to perform the work duties. However, before a Part Time Team Member is recalled from layoff, the Employer will endeavor to provide (if practicable) any Full Time Team Member whose schedule has been reduced to Part Time as a result of the layoff of Part Time Team Members within the same job

classification the opportunity to work additional (non-overtime) hours and/or to return to a full time schedule before a laid-off Part Time Team Member is recalled.

9.4(e): Per the sequence above, Full Time and Part Time Team Members shall be laid off on the basis of inverse House Seniority, provided that the remaining Team Members within the same job classification(s) as Team Members designated for layoff have the qualifications and abilities to perform ~~satisfactorily~~ the work in the context of a reduced work force.

9.4(f): Team Members to be laid off in accordance with this Section may be laid off without regard to their respective House Seniority as each completes his current workweek.

9.4(g): In the event the Employer recalls Team Members in the Bargaining Unit from layoff, recalls will be made in reverse order of layoff, provided Team Members to be recalled have the qualifications and abilities to perform ~~satisfactorily~~ the available work. Laid-off Team Members who have worked for the Employer for a year or more shall have recall rights for the period of twelve (12) months from the date of layoff. Laid-off Team Members who have worked for the Employer for less than a year shall have recall rights equal to the number of months they had been employed by the Employer prior to being laid off. ~~The discipline records of Team Members on layoff will be tolled during their layoff for purposes of the twelve (12) month time period set forth in Article 8.~~

9.4(h): Other Work Opportunities. At the time of layoff, a Team Member may provide in writing to the Human Resources department notification of his availability for temporary work assignments during the layoff period. In accordance with his seniority, a Team Member on layoff status who has indicated availability for work may be offered available temporary work in his regular job classification, provided that the Team Member has the qualifications and abilities to perform satisfactorily the available work. When a Team Member indicates availability, he shall not be called for available temporary work after he has refused three (3) offers, provided he received at least seventy-two (72) hours' notice of the work availability. Temporary work shall not include daily overtime.

9.4(i): Team Members whose jobs are eliminated, or whose layoff is anticipated to last more than two (2) calendar months, may notify the Employer's Human Resources department in writing of his interest to transfer to vacant Bargaining Unit positions for which the Team Member has the qualifications and abilities to perform satisfactorily the duties of the vacant positions. It is the ~~Union~~Team Member's responsibility to ~~inform Team Members affected by this Section of these review posted~~ inform Team Members affected by this Section of these review posted vacant Bargaining Unit ~~positions only posted internally~~positions, so long as the Employer provides the Team Member with access to such postings while on layoff. A Team Member affected by this Section will be given the opportunity to apply for a transfer to a vacant Bargaining Unit position. The Employer in its sole discretion may consider that Team Member's

~~work history,~~ skills, ability, and availability in determining whether that Team Member has the qualifications and abilities to perform ~~satisfactorily~~ the job duties in that position. If the Employer so determines, the Team Member will have preference for the position over any new external hire. In the event the Employer subsequently determines that the Team Member cannot perform satisfactorily in the new position, the Employer will return the Team Member within fifteen (15) days to his layoff status. If a Team Member transfers to another position, ~~he~~the Team Member will have recall rights to the former position for the remainder of the original twelve (12) calendar months from the date the Team Member was laid off. In the event the Employer offers any training programs during the period a Team Member is on layoff, the Team Member may participate in the Employer's training program, ~~if any.~~

9.4(j): During any layoff period, if the Employer determines within its sole discretion that no Team Member on layoff who has applied for a vacant position has the qualifications and abilities to perform satisfactorily the duties of a vacant position, then the Employer may fill the vacancy with a new external hire.

~~9.4(k): Nothing in this Article shall prevent the Employer from reducing Full Time Team Member hours in lieu of implementing a layoff, except to the extent set forth below. In the event that the Employer decides to reduce Full Time Team Members' hours for purposes of this Section, the Employer agrees to meet and confer with the Union before doing so. If the Parties do not agree, the Employer retains the sole discretion to reduce Full Time Team Members' hours for the purposes of this Section for a period of up to thirty (30) days. Thereafter, the Employer agrees to meet and confer with the Union again to discuss whether to continue the reduction in full time work schedules or to layoff Team Members. The Employer retains the sole discretion to reduce Full Time Team Members' hours for an additional thirty (30) days. At the end of this sixty (60) day period, the Employer may revert back to the prior work schedules or effectuate a layoff pursuant to the procedure outlined in Section 9.4. During the sixty (60) day period, Full Time Team Members hours may not be reduced below thirty (30) hours per workweek.~~

9.4(~~k~~): Lay Off of Seasonal Team Members. At the end of a season in which Seasonal Team Members are employed, the Seasonal Team Members will be laid off. Except if a Seasonal Team Member accepts employment into another classification at the Employer's facility, Seasonal Team Members shall be recalled by Classification Seniority for a position in the same department in which they were employed the previous season. However, the Employer in its sole discretion may exclude Seasonal Team Members from recall if 1) they had a Final Written Warning at the time of their layoff and/or 2) do not have the qualifications and abilities to perform satisfactorily the job duties in the position. A Seasonal Team Member's Seniority shall be terminated if a Seasonal Team Member who has been laid off and is notified to contact the Human Resources department by a specific date regarding recall, but fails to do so within four (4) days of the specified date after proper notification has been delivered to the Seasonal Team Member, unless

satisfactory proof of valid reason for failure to respond is presented to the Human Resources department. Such determination shall be made at the sole discretion of the Employer. Notification shall be made in writing and delivered to the Seasonal Team Member in person or sent to the Seasonal Team Member by registered mail, return receipt requested, or by certified mail. The Employer shall be entitled to rely upon the address on file in the Human Resources department. The Seasonal Team Member's failure to report to work on specified date shall be grounds for termination of employment and loss of seniority.

Section 9.5: Promotion. When a promotional opportunity becomes available, the position will be posted for a seven (7) day period. Team Members who apply for the position shall be considered for such opportunities based on job performance including work history, skills, ability, and availability. In the event that two (2) or more Team Members are deemed by the Employer to be substantially equal in terms of these factors, the most senior Team Member (by House Seniority) shall be selected. In the event the Employer subsequently determines that the Team Member cannot perform satisfactorily in the new position, the Employer may return the Team Member within fifteen (15) days to his original position. If the Employer determines within its sole discretion that no qualified Team Member has applied for the position, then it may fill the vacancy with a new external hire. Promotions are deemed to be movement to a new position in which the Team Member has the opportunity for increased hourly wages or for subsequent job progression.

Permanent vacancies to be filled by promotion under this Section shall be posted for seven (7) calendar days in locations to which Team Members have regular access. The Employer may fill the vacancy temporarily during the promotion period.

Section 9.6: Transfers within Classification. When there is a permanent vacancy on a particular shift or station (where the work schedule includes a permanent station assignment), Team Members in the same job classification may bid for such opening. The most senior Team Member based on Classification Seniority bidding on such opening will be assigned the vacant position, provided that the Team Member has the qualifications and abilities to perform satisfactorily the job duties in that position. The Employer ~~has the sole discretion to determine~~ determines if the Team Member has the ability to perform the requisite job duties. In the event the Employer ~~in its sole discretion subsequently~~ determines that the Team Member cannot perform satisfactorily in the new position, the Employer will return the Team Member within fifteen (15) calendar days to his original position. For the purposes of this Section, the Employer may utilize Shift Preference Cards to facilitate the filling of vacancies in any classification or department after giving the Union reasonable advance notice of any such change and, if requested, an opportunity to meet and discuss. To the extent that the Employer decides to use Shift Preference Cards, the procedure for using such cards is set forth in Section 9.6(e) below. To the extent that the Employer decides not to use Shift Preference Cards, the process for filling vacancies is set forth in Sections 9.6(a) – 9.6(d). In the event the Employer opts to move from a Shift Preference Card to another means for ascertaining Team Member shift choice in any department or classification where Shift Preference Cards were previously used, it will provide the Union with reasonable advance notice and meet and

confer with the Union regarding the Employer's new procedure and the Employer agrees that any new methodology used to ascertain Team Member shift preference will include a comparable number of choices.

9.6(a): A Team Member transferred under this Section shall assume the weekly schedule of days of work and days off, and the daily shift schedule, applicable to the vacant position to which he transfers. The Team Member shall not be eligible for another transfer under this Section for ninety (90) days unless mutually agreed upon in writing by the Parties.

9.6(b): If a Team Member notifies the Employer that he does not desire to remain in the new position, then he will be transferred back to his original position within ten (10) calendar days from the date of transfer. If a Team Member voluntarily ~~request~~requests to return to his original position according to the terms of this Section, then he will be precluded from transferring to another position for six (6) months from the date he formally transfers back to his original position unless mutually agreed upon in writing by the Parties.

9.6(c): The Employer may in its sole discretion fill a vacancy created by a Team Member who transfers to another position or may eliminate the position. If the Employer decides to fill a vacancy, then the vacancy shall be filled pursuant to the selection process described in the first paragraph of Section 9.6 above. The resulting vacancy or vacancies created by a transfer under this Section, if it is not eliminated, shall be filled by the next senior Full Time Team Member from another shift and/or station who desires to work on the shift or station where the vacancy exists, provided he has the qualifications and abilities to perform satisfactorily the duties of the vacant position, unless in the Employer's sole discretion the vacant position is eliminated.

9.6(d): Vacancies under this Section shall be posted for seven (7) days in the department where the vacancy exists. The Employer may fill the vacancy temporarily during the posting period.

9.6(e): The Employer may in its sole discretion fill a vacancy created by a Team Member who transfers to another position or may eliminate the position. If the Employer decides to fill a vacancy using Shift Preference Cards, then the vacancy shall be filled pursuant to the selection process described in this Subsection. If Shift Preference Cards are used by the Employer in any one (1) or more departments, the Employer and the Union shall develop the Shift Preference Card. In the event the Parties cannot agree on the design of a Shift Preference Card in a particular classification or department, the Employer shall have the right to utilize its Shift Preference Card design, which shall include all available shift options. Team Members shall be allowed to submit, change or withdraw Shift Preference Cards at any time, except any such changes will not apply to an active bid.

Section 9.7: For a period of up to eight (8) weeks, the Employer ~~retains the sole discretion to~~ may fill on a temporary basis any position left vacant as a result of any Team Member's promotion or transfer as long as the Employer fills such position vacancy with ~~a Bargaining Unit~~ another Team Member. In the event that a ~~Bargaining Unit~~ Team Member with the qualifications and abilities to satisfactorily perform the available work is not available to fill the position, the Employer may select a non-bargaining unit employee to temporarily fill the vacant position for up to three (3) weeks.

Section 9.8: For training purposes, the Employer shall have the sole discretion to assign Team Member trainees to any work schedule or work station for training purposes for up to three (3) weeks, including the option to extend the training schedule for up to an additional three (3) weeks.

Section 9.9: On Call Team Members. On Call Team Members shall have no seniority rights under this Agreement. However, On Call Team Members who wish to voluntarily resign shall do so pursuant to Section 9.3(a). On Call Team Members who refuse to accept a shift on three (3) consecutive occasions and/or fail to work during a rolling six (6)-month period may be subject to termination by the Employer in its sole discretion. It is the On Call Team Member's sole responsibility to keep the Employer informed as to his availability for work by using the Employer's designated notification process.

ARTICLE 10: WAGES

Section 10.1: Team Members' starting hourly rates of pay for each job classification for the entire term of this Agreement are set forth in Exhibit X, attached hereto. The Employer reserves the unilateral right to advance any new hire (and incumbent Team Member), pursuant to Article 11, Pay Outside of Pay Scale) to a higher rate of pay. During the term of this Agreement, the Employer reserves the right to increase pay rates for an entire job classification set forth in Exhibit X. In such case, the Employer will provide the Union with at least two (2) weeks' written notice of the change.

Team Members hired (or re-hired) and Team Members who transfer from one department to another will receive the starting hourly rate set forth in Exhibit X for the job classification into which they are hired (or re-hired) or transferred during the term of the Agreement.

Section 10.2: Lump Sum Payment.

10.2(a): ~~The Employer shall pay each Team Member who was on the Employer's payroll as of October 1, 2012 and remains in active service as of the Effective Date of this Agreement a lump sum payment of \$250, less applicable withholdings, within thirty (30) days following ratification of this Agreement, provided there is no break in service. This payment shall be paid separately from the eligible Team Member's regular pay. Team Members who currently work in the Valet department are eligible for this lump sum payment if they were an active employee of the third-~~

~~party vendor, Standard Parking JIT, as of October 1, 2012, and have no break in service (excluding any approved leave of absence).~~

~~10.2(b): The Employer shall pay each Full Time Team Member who was on the Employer's payroll as of October 1, 2013 and remains in active service as of the Effective Date of this Agreement, a lump sum payment of \$750, less applicable withholdings, within thirty (30) days following ratification of this Agreement. The Employer shall pay each Part Time and On Call Team Member who was on the Employer's payroll as of October 1, 2013 and remains in active service as of the Effective Date of this Agreement, a lump sum payment of \$500, less applicable withholdings, within thirty (30) days following ratification of this Agreement. This payment shall be paid separately from the eligible Team Member's regular pay. Team Members who currently work in the Valet department are eligible for the appropriate lump sum payment if they were active employees of the third party vendor, Standard Parking JIT, as of October 1, 2013, and have no break in service (excluding any approved leave of absence).~~

~~10.2(c): The Employer shall pay each Full Time, Part Time, and On Call Team Member who was hired by the Employer between October 2, 2013 and February 1, 2014 and remains in active service as of the Effective Date of this Agreement, a lump sum payment of \$125, less applicable withholdings, within thirty (30) days following ratification of this Agreement. This payment shall be paid separately from the eligible Team Member's regular pay.~~

~~10.2(d): The payments described in Section 10.2(a), Section 10.2(b), and Section 10.2(c) may be deposited into the eligible Team Member's 401(k) or HSA account [if established by the date of the payment(s)] if the eligible Team Member makes such an election by the date and in the form designated by the Employer.~~

Non-probationary Team Members employed on the Effective Date and still employed on the date payment is made will be paid the following lump sum amounts, less applicable withholdings, in the second full pay period following ratification as follows:

- Full-time \$1,000.00
- Part-time \$500.00
- On-call \$350.00

Eligible Team Members who received a wage increase of \$.50 or more on the Effective Date based on the starting hourly rates in Exhibit X will receive fifty percent (50%) of the above lump sum payment amounts.

~~10.2(e)(b): Eligible Team Members who are on approved leaves of absence or layoff on the Effective Date of this Agreement, ~~including Workers' Compensation leave and/or the date payment is made~~ shall receive the applicable payments described in Section 10.2(a), ~~Section 10.2(b), and Section 10.2(c)~~ within thirty (30) in the first pay period following fifteen (15) days from the date of their return from~~

such leave or layoff, provided there is no break in service.

~~Section 10.3: The Employer shall increase the straight time hourly base rate of pay for all Team Members by:~~

- ~~• 1.8% on October 1, 2014;~~
- ~~• 1.8% on October 1, 2015;~~
- ~~• 2.0% on October 1, 2016;~~
- ~~• 2.0% on October 1, 2017;~~
- ~~• 2.0% on October 1, 2018 — through the expiration of this Agreement~~

Section 10.4: Dealer Pay.

10.4(a): Poker Dealers. ~~The following wage increases will apply to Team Members in the Poker department:~~

- ~~• Dealer I: Team Members hired into the Poker Dealer classification after the Effective Date of this Agreement will be paid the base rate set forth in Exhibit X.~~
- ~~• Dealer II: Starting with the second paycheck following the Effective Date of this Agreement, Team Members in the Poker Dealer classification hired on or before the Effective Date will be paid \$4.50/hour or their current hourly rate if it is higher than \$4.50/hour. All Team Members subject to this Section will receive ~~the percentage~~any wage increases or payments described in Section ~~10.3~~10.2.~~

10.4(b): Table Games Dealers and Pay for Game Knowledge. ~~A Team Member working~~The starting hourly base rate of pay for a Table Games Dealer is set forth in the Exhibit X. A Table Games department Dealer must be certified to deal Blackjack, with the exception of a Table Games Dealer certified to deal Craps. In addition to the starting hourly base rate of pay, a Table Games Dealer shall be paid according to the number of table games he is qualified to deal, as set forth below. A Team Member will be considered qualified to deal a particular game if he successfully passes the Employer's audition for that game (i.e., certified to deal that game). The following ~~wage rates~~pay for game knowledge amounts will apply to Team Members in the Dealer ~~classifications~~classification in the Table Games department:

- ~~• Dealer I: Base rate set forth in Exhibit X.~~
- ~~• Dealer II: Team Members certified to deal certain table games shall earn \$0.25/hour over the current base rate for each of the following:~~

<u>Game Knowledge Premiums</u>	
<u>Craps</u>	<u>\$0.50</u>

<u>Blackjack</u>	<u>Required skill</u>
<u>Roulette</u>	<u>\$0.25</u>
<u>Mini Baccarat and Pai Gow**</u>	<u>\$0.25</u>
<u>Five (5) or more carnival games currently available at the Employer's facility*</u>	<u>\$0.25</u>

* ~~○ Blackjack and five (5) of the seven (7) carnival games currently available at the Employer's facility.~~ If the Employer adds additional carnival games to its gaming floor such that the total number of carnival games is greater than seven (7), then Team Members not currently qualified to earn this premium will have to be certified in the number of carnival games offered minus two (2) before they will be eligible for this premium;

~~○ Roulette and mini baccarat;~~
~~○ Craps.~~ If the Employer removes carnival games from its gaming floor such that the total number of carnival games is less than five (5), then Team Members will have to be certified in all carnival games offered in order to retain or be eligible for this premium. Team Members who must obtain certification in additional carnival games to retain this premium will continue to receive the premium, provided that the Team Member obtains such additional certification within ninety (90) days of the change in the total number of carnival games available at the Employer's facility.

~~● Dealer III:~~

~~** Team Members who are certified to deal two (2) Mini Baccarat but not Pai Gow as of the three Effective Date will receive this premium beginning on the Effective Date, provided that the Team Member obtains Pai Gow certification within ninety (390) game combinations described under the Dealer II classification days of the Effective Date.~~

~~● Dealer IV: Team Members who are only certified to deal all four (4) carnival games as of the games described under the Dealer II classification.~~

~~Upon Effective Date because of the movement of Pai Gow will receive the five (5) or more carnival games premium beginning on the Effective Date of this Agreement, provided that the Employer will review its training and certification records to establish which Team Members in the Table Games department are certified in each game type Team Member obtains the additional carnival game certification within ninety (90) days of the Effective Date. The Employer will update its agrees to offer such training opportunities and certification records as to Team Members who have been certified in additional table games since the~~

~~last time the Employer surveyed its training and certification records. A Team Member will be required to sign off on his certification in a particular game before he is scheduled in that particular game.~~ post a training schedule within one (1) week of the Effective Date. Team Members who do not indicate their intent to retain the premium by signing up for the necessary training within two (2) weeks from the date the training schedule is posted will have the premium removed.

The Employer's training and certification records shall be the only records upon which a Team Member's game certification will be determined and verified, and upon which any premium(s) will be determined. ~~Team Members eligible for one or more of the premiums set forth in this Section will begin receiving such premium(s) in the second paycheck following the Effective Date of this Agreement. All Team Members subject to this Section will receive the percentage increases described in Section 10.3.~~ Prior to receiving any premium; however, a Team Member shall sign the Employer's acknowledgement form. ~~A All eligible Team Member's refusal to be scheduled to deal a game on which he is certified and on which he has signed off shall lose any pay for game knowledge he is receiving and be demoted to the applicable Dealer classification.~~ Members subject to this Section will receive any wage increases or payments described in Section 10.2.

Removal of the majority of existing dealer envy bets as of the Effective Date will warrant effects bargaining with the Union with at least 14 days' notice, where practicable.

10.4(c): Voluntary Table Games Training. The Employer in its sole discretion will determine how many Team Members within the Table Games department it needs to be certified in each game type. The Employer in its sole discretion may offer voluntary training to Team Members on the table games it offers or decides to offer at the Employer's facility. Team Members will not be paid for voluntary training. Instead, at the conclusion of the voluntary training class and upon the Team Member's certification on the game, the Team Member will receive ~~the~~ any applicable premium. Voluntary training opportunities, if any, will be offered to current Team Members who are in one of the Dealer classifications in the Table Games department. Selection for voluntary training opportunities offered pursuant to this Section will be based on Classification Seniority within the shift on which the training is offered; however, the Employer, in its sole discretion, may exclude Team Members with a Final Written Warning on their performance record. Minimum wage or the Team Member's hourly base rate of pay, whichever is higher, will be paid for mandatory training.

Section 10.5: Cooks and Bakers. ~~The Employer will establish the Cook I, Cook II, and Cook III classifications within thirty (30) days of the Effective Date of this Agreement.~~ All Team Members employed by the Employer as a Cook or Baker as of the Effective Date of this Agreement will be classified as by a Cook III. ~~A joint review of skillsets by the Parties. Progression from Cook I to Cook II and from Cook II to Cook III or from Baker I~~

to Baker II will be based solely on there being an open position for the level being sought and the Team Member-hired's ability to perform cook job duties after the Effective Date of demonstrate through an audition the skills required for the next level. In addition to meeting the criteria set forth in this AgreementSection, promotions will be classified as a Cook I and will receive 75% of the Cook III wage rate made pursuant to Section 9.5. AWhen a Team Member moves from one level to the next under this Section, the starting rate for the new level will be classified as a Cook II after twelve (12) months of employment as a Cook I and successful completion of the Employer's skills assessment and will receive 85% the Team Member's new rate of pay or the Cook III wage rate. A Team Member will be classified as a Cook III after twelve (12) months of employment as a Cook II and successful completion of the Employer's skills assessment and will receive 100% of the Cook III wage rate's current rate of pay, whichever is higher. Team Members shall be exposed to the skill sets they will be required to master at each level. All Team Members subject to this Section will receive ~~the percentage~~any wage increases or payments described in Section ~~10.3~~10.2. The wage rates are set forth in Exhibit X.

Section 10.6: Cage Cashiers.

10.6(a): The ~~Employer will establish the~~ Cage Cashier I, Cage Cashier II, and Cage Cashier III classifications ~~within thirty (30) days of the Effective Date of this Agreement. The three (3) levels of Cage Cashier classifications~~ described in this Section are based on knowledge of certain banks and job responsibilities. ~~All Team Members employed by the Employer as a Cage Cashier as of the Effective Date of this Agreement will be evaluated pursuant to the Employer's skill set assessment in order to determine in which Cage Cashier classification they will be initially placed.~~ A Team Member hired to perform Cage Cashier job duties after the Effective Date of this Agreement will be classified as a Cage Cashier I. UponWhen there is an opening for a Cage Cashier II, upon successful completion of training and passing the Employer's assessment for the Cage Cashier II classification, a Cage Cashier I shall be promoted to Cage Cashier II ~~and will receive a \$0.25/hour premium. Upon.~~ When there is an opening for a Cage Cashier III, upon successful completion of training and passing the Employer's assessment for the Cage Cashier III classification, a Cage Cashier II shall be promoted to a Cage Cashier III ~~and will receive an additional \$0.25/hour premium. The.~~ The starting wage rates are set forth in Exhibit X. When a Team Member moves from one level to the next under this Section, the starting rate for the new level will be the Team Member's new rate of pay or an additional \$0.50/hour to the Team Member's current rate of pay, whichever is higher.

10.6(b): Voluntary Cage Cashier Training. The Employer in its sole discretion will determine how many Team Members within the Cage department it needs to be qualified in each Cage Cashier classification. The Employer in its sole discretion may offer voluntary training to Team Members in the Cage Cashier classifications to be eligible for promotion. Team Members will not be paid for voluntary training. Instead, at the conclusion of the voluntary training class and upon the Team Member's successful completion of the Employer's assessment, the Team

Member will receive the applicable premium. Selection for voluntary training opportunities offered pursuant to this Section will be based on Classification Seniority within the shift on which the training is offered; however, the Employer, in its sole discretion, may exclude Team Members with a Final Written Warning on their performance record. Mandatory training will be paid at the Team Member's hourly base rate of pay.

~~Section 10.7: Any modification in the current minimum wage will not affect the wage increases set forth in this Agreement.~~

~~Section 10.8: Gain-sharing Lump Sum Proposal. If the OCCG reports a 10% or more increase in the Employer's adjusted gross revenue ("AGR") for the period January 1, 2014 through December 31, 2014 as compared to the Employer's AGR for the previous twelve (12) month period, i.e., January 1, 2013 through December 31, 2013, then each Team Member shall be entitled to an additional 1% of the product of his hourly base rate of pay as of December 31, 2014 times his actual hours worked in 2014 paid in a lump sum. Such lump sum payment shall be paid, on a prorated basis based on length of service during calendar year 2014, in the first full payroll period following the OCCG's published report of the Employer's AGR for the full period January 1, 2014 through December 31, 2014. Thereafter, for each succeeding twelve (12) month period beginning on January 1, 2015 during the Term of this Agreement and ending on January 1, 2018, each Team Member shall be entitled, in the same manner as set forth above, to an additional 1% of the product of his hourly base rate of pay as of December 31st of the applicable year times his actual hours worked in the applicable year, paid in a lump sum, if the Employer's AGR, as published by the OCCG, increases by 10% or more year over year from the previous twelve (12) calendar month period.~~

ARTICLE 11: PAY OUTSIDE OF PAY SCALE

Section 11.1: The wage scales set forth above in Exhibit X are minimum wage scales and nothing herein shall preclude the Employer in its sole discretion from paying above such minimums and/or to advance Team Members within the established wage scales in its sole discretion.

Section 11.2: The Employer's granting of a wage increase to a Team Member pursuant to Section 11.1 does not require the Employer to provide a wage increase to all Team Members in that same job classification.

~~Section 11.3: Team Members whose wages are increased pursuant to this Article will also receive the percentage wage increases set forth in Section 10.3.~~

ARTICLE 12: OVERTIME

Section 12.1: All time worked by a Team Member in excess of forty (40) hours in one (1) ~~week~~workweek shall be paid at a rate of time and one-half (1.5) the regular rate of pay.

There shall be no pyramiding or compounding of overtime or other form of premium compensation, if any.

Section 12.2: Overtime Assignment. Both daily and scheduled overtime are essential functions of the job and the Employer shall have the right to require Team Members to work overtime.

12.2(a): If there is a pattern of excessive, required overtime in a particular department, the Union may request in writing that the Parties meet and confer to discuss the issues. Upon such request, the Employer shall agree to such meeting and discuss in good faith the Union's concerns.

12.2(b): A Team Member's regular workweek schedule will not be reduced to offset overtime if the Team Member accepted the Employer's offer to work additional, nonscheduled hours in any given workweek.

12.2(c): Daily Overtime. At any time prior to Friday of the ~~work-week~~ which workweek in which the Team Member is seeking daily overtime, a Team Member may sign up on a list provided by the Employer for daily overtime within his department. Daily overtime will be awarded on the basis of Classification Seniority from Team Members on the applicable overtime list provided Team Members who are offered overtime have the qualifications and abilities to satisfactorily perform the available work. In the event there are an insufficient number of qualified volunteers, the Employer will assign the overtime duties to Team Members within the appropriate classification based on reverse order of seniority, provided the least senior Team Member has the qualifications and abilities to perform satisfactorily the available work. If not, the Employer may assign the overtime work to the next least senior Team Member on the seniority list within that job classification who is already working and has the qualifications and abilities to perform satisfactorily the available work.

For daily overtime related to special events, Team Members may sign up on a separate list provided by the Employer. Such overtime will be awarded on the basis of Classification Seniority of Team Members on the applicable overtime list provided Team Members who are offered overtime have the qualifications and abilities to satisfactorily perform the available work. In the event there are an insufficient number of qualified volunteers, the Employer will assign the overtime duties to Team Members based on reverse order of Classification Seniority, provided the least senior Team Member has the qualifications and abilities to perform satisfactorily the available work. If not, the Employer may assign the overtime work to the next least senior Team Member on the Classification Seniority list who is already working and has the qualifications and abilities to perform satisfactorily the available work.

12.2(d): Scheduled Overtime. The Employer may assign Full Time, Part Time or Seasonal Team Members to scheduled overtime on the same basis as daily

overtime above, provided the Team Member has the qualifications and abilities to satisfactorily perform the designated job duties. If an insufficient number of volunteers that have the qualifications and abilities to satisfactorily perform the available work are not available, the Employer may assign the designated duties to Team Members within the appropriate classification on the basis of inverse seniority, provided the Team Member who is assigned the overtime has the qualifications and abilities to satisfactorily perform the available work.

Section 12.3: Team Members who refuse an overtime assignment shall be subject to discipline up to and including discharge.

Section 12.4: Nothing in this Agreement shall be construed to require the Employer to provide a Team Member with work that would result in the Team Member being paid at premium or penalty rates under any of the terms of this Agreement or pursuant to the provisions of any applicable law or the rules and regulations of any governmental agency having jurisdiction of the Parties hereto.

ARTICLE 13: HEALTH & WELFARE

Section 13.1: During the term of this Agreement, eligible Full Time Team Members shall be entitled to participate in the Employer's Health and Welfare Benefit Plan in accordance with the Employer's rules and regulations governing the Plan. The Employer reserves the unilateral right to amend, modify, and/or rescind the Plan only to the extent that such Plan changes apply in equal force to the Employer's non-bargaining unit employees. The Union expressly waives its right to bargain over the decision to make, ~~and effects of,~~ any such changes during the term of this Agreement, but retains its right to bargain over the effects of the decision.

Section 13.2: Full Time Team Members who participate in the Employer's Health and Welfare Benefit Plan and who do not make a benefit plan election during the subsequent open enrollment period will be automatically defaulted into the same benefit plan that they had previously elected or the most closely related benefit plan if the previous benefit plan is no longer available. Full Time Team Members who did not participate in the Employer's Health and Welfare Benefit Plan will not be automatically defaulted into any benefit plan.

ARTICLE 14: 401(K) PLAN

During the term of this Agreement, eligible Team Members shall be entitled to participate in the Employer's 401(k) Plan in accordance with the Employer's rules and regulations governing the Plan. The Employer reserves the unilateral right to amend, modify and/or rescind the Plan, including elimination of the Employer's matching contribution, only to the extent that such Plan changes apply in equal force to the Employer's non-bargaining unit employees. The Union expressly waives its right to bargain over the decision to make, ~~and effects of,~~ any such changes during the Term of this Agreement, but retains its right to bargain over the effects of the decision.

ARTICLE 15: PAID TIME OFF

Section 15.1: During the term of this Agreement, Team Members shall be subject to the Employer's Paid Time Off ("PTO") Policy, as set forth in the Team Member Handbook, except to the extent modified below. To the extent that such policy is revised during the term of this Agreement for all hourly non-bargaining unit employees, such changes shall apply automatically in full to Bargaining Unit Team Members. The Union expressly waives its right to bargain over the decision to make, ~~and such changes, but retains its right to bargain over the~~ effects of, ~~such changes~~ the decision.

Section 15.2: ~~With the exception of unused PTO during calendar year 2012, unused~~ Unused PTO may not be carried over to the next award year. In the event a Team Member has less than the number of PTO hours normally scheduled as a daily shift, the Team Member may take the entire shift off by using a combination of available PTO time plus unpaid time. ~~Disposition of accrued, but unused, PTO for 2012 is set forth in the Parties' Side Letter #1.~~

Section 15.3: PTO Requests.

15.3(a): One (1) Week Increment PTO Requests. Prior to November of each year, each department will prepare a calendar of available one (1) week PTO slots per classification (January 1 to December 31). The Employer shall allow Team Members to bid on such PTO slots based on Classification Seniority. During each round of this process, Full Time Team Members will bid (by Classification Seniority) followed by Part Time Team Members (by Classification Seniority). A Team Member may make one (1), consecutive two (2)-week slot selection or one (1), one (1)-week slot selection during the process set forth in this Section 15.3(a). Team Members who select one (1), one (1)-week slot may select a second, one (1)-week PTO slot after all Team Members who desired to make a PTO selection during this process have done so by following the same process set forth in this Section 15.3(a).

15.3(b): PTO Requests of Less than One (1) Week. All PTO requests of less than one (1) week shall be granted pursuant to the current PTO request policy utilized by the department or classification in which the Team Member is employed. The Employer and Union must jointly agree to any changes to current PTO request policy.

Section 15.4: During each calendar year starting January 1, 2020, each Team Member will be granted one (1) Choice Day for which the Team Member may elect not to use available PTO, provided the Team Member calls off at least two (2) hours in advance in accordance with the Company's established call-in procedure. This provision does not apply to blackout/high volume/special event/promotion days, denied days off and/or pattern absences and the Team Member must request not to use available PTO for the

absence before the end of the pay period. A Team Member's Choice Day cannot be carried over from year to year.

ARTICLE 16: ATTENDANCE POLICY

During the term of this Agreement, Team Members shall be subject to the Employer's Attendance Policy, as set forth in the Team Member Handbook, except to the extent modified below. To the extent that such policy is revised during the term of this Agreement for all hourly non-bargaining unit employees, except to the extent modified below, such changes shall apply automatically in full to Bargaining Unit Team Members. The Union expressly waives its right to bargain over the decision to make, ~~and such changes, but retains its right to bargain over the~~ effects of, ~~such changes~~ the decision.

The following exceptions to the Employer's Attendance Policy shall apply:

- The Attendance Policy will be based on a twelve (12) point system ~~upon the Effective Date of this Agreement~~ for regularly scheduled Team Members.
- High volume/special/promotion days. The Employer may declare ~~a number of up to thirty (30)~~ days as high volume/special/promotion days throughout each calendar year; ~~however, the~~ The Employer understands the potential negative impact on Team Members when the Employer schedules too many such days. In order to balance the Employer's business needs for high volume/special/promotion days and Team Members personal needs and ability to take PTO, the Employer will endeavor to review the calendar every six (6) months to determine to the best of its ability the days that it will designate as high volume/special/promotion days subject to the Employer's Attendance Policy with respect to such days. Upon the determination with certainty of high volume/special/promotion days, the Employer will post notice of those days and give concurrent notice to the Union. In no event, however, shall high volume/special/promotion days be posted as such less than twenty-one (21) days in advance or double pointing shall not be applicable; ~~Concurrent notice of such postings shall be provided to the Union~~. If there is a pattern of excessive, unreasonable scheduling of high volume/special/promotion days, the Union may request in writing that the Parties meet and confer to discuss the issues. Upon such request, the Employer shall agree to such meeting and discuss in good faith the Union's concerns.
- Written notification will be issued to Team Members at three (3) points, seven (7) points, eleven (11) points, and twelve (12) points (termination of employment), and each Team Member's current point total will be made available to the Team Member upon request; and
- A Team Member who does not incur any points (full points or fractions of a point) under the Employer's Attendance Policy (excluding time spent on any approved leave of absence) for six (6) months from the date of the last attendance infraction, will have one (1) point [or any fraction of a point if a Team Member has less than one (1) point] removed from his attendance record. ~~It is the Team Member's responsibility to notify his coach or leader when he believes he has achieved perfect attendance during the previous six (6) months.~~

ARTICLE 17: JURY DUTY AND COURT APPEARANCES

Section 17.1: Jury Duty.

17.1(a): A Team Member 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 hourly base rate of pay (or the applicable minimum wage rate if the Team Member did not receive tips sufficient to meet the applicable minimum wage rate on a daily basis, whichever is greater) for not more than eight (8) hours per day. This Section shall apply only with respect to a Team Member's regularly scheduled days of work and shall not be applicable with respect to days on which the Team Member was not scheduled to work.

17.1(b): Team Members receiving a jury summons must present the summons to their supervisor immediately. Team Members must furnish the Payroll department with proper written documentation of performed jury duty and fees received.

17.1(c): Time spent on jury duty counts for purposes of benefit accrual, but is not used for purposes of calculating overtime pay ~~or benefit accrual.~~

Section 17.2: Court Appearance.

17.2(a): A Team Member in a non-tipped classification required to appear in court or at a deposition on at the request of the Employer receives his hourly base rate of pay. A Team Member in a tipped or token job classification who is required to appear in court or at a deposition at the request of the Employer shall receive his hourly base rate of pay plus the applicable tip or token rate for a period not to exceed eight (8) hours per day, less any subpoena fee.

17.2(b): If a Team Member is subpoenaed as a witness to appear in a judicial proceeding, he may be granted an authorized absence provided that the Team Member complies with the Employer's Attendance Policy. In addition, a Team Member may elect to use a PTO day for such absence.

ARTICLE 18: BEREAVEMENT LEAVE

Section 18.1: Team Members with at least ninety (90) days of service shall be eligible to utilize up to three (3) ~~consecutive~~ days of Bereavement with pay at their hourly base rate of pay (or the applicable minimum wage rate if the Team Member did not receive tips sufficient to meet the applicable minimum wage rate on a daily basis, whichever is greater) for the death of parents, current parent-in-law, spouse (including domestic partner), children, grandparents, great grandparents, grandchildren, siblings, current brother-in-law and current sister-in-law, legal guardian/ward and grandparents of spouse.

These categories include step and foster relatives. ~~Part Time Team Members~~ All paid Bereavement hours will ~~be eligible count~~ for ~~up to three (3) paid days when the funeral occurs on the Team Member's scheduled workday.~~ (Note: Eligible bereavement days for ~~Part Time Team Members shall be the day before, day of, or day after the funeral~~ benefit accrual purposes.)

Section 18.2: A Team Member who has not been employed ~~six~~ninety (690) ~~months~~days shall be granted up to three (3) days of unpaid time off ~~at~~for the ~~discretion of the Human Resources department.~~ Attendance above Bereavement circumstances, and attendance points will not be assessed for such Team Members ~~who are not yet eligible for such benefit if~~ when they receive such prior bereavement approval.

Section 18.3: At the request of the Employer, the Team Member will be required to provide proof (e.g., an obituary) of the need for the leave provided under this Article.

Section 18.4: Additional unpaid time off for Bereavement may be granted based on business needs and may not be unreasonably denied.

ARTICLE 19: EMPLOYEE ASSISTANCE PROGRAM

During the term of this Agreement, Team Members shall be subject to the Employer's Employee Assistance Program Policy, as set forth in the Team Member Handbook. To the extent that such policy is amended, modified and/or rescinded during the term of this Agreement for all non-bargaining unit employees, such changes shall apply automatically to Team Members. The Union expressly waives its right to bargain over the decision to make, ~~and~~ such change, but retains its right to bargain over the effects of, ~~such change the decision.~~

ARTICLE 20: LEAVES OF ABSENCE

Section 20.1: General Provisions. The Employer shall provide leaves of absence to Team Members in compliance with applicable federal and state law. In addition, the Employer may grant personal leaves of absence, in excess of five (5) days, pursuant to the provisions set forth below and its Company policy. All requests for leave of absence must be submitted to ~~the Team Member Services Center~~ Human Resources or its designee in accordance with its guidelines. With the exception of leaves of absence pursuant to Family and Medical Leave Act ("FMLA"), Uniformed Services Employment and Reemployment Rights Act ("USERRA"), and Union Business Leave described in Section 20.10, Team Members must first exhaust all available PTO time except for the equivalent of three (3) days before using unpaid leave. A Team Member granted a leave of absence pursuant to federal or state law may be entitled to reinstatement and the terms and conditions of employment mandated by such law upon his return from leave. In all other leaves of absence, upon the Team Member's request to return to work (including any required medical certification), the Employer shall return the Team Member to his original position, if available, or make reasonable efforts to assign the Team Member a comparable position for which he is qualified in the same job classification. Otherwise,

the Team Member shall be placed on layoff status, pursuant to Article 9. To be entitled to any leave of absence pursuant to this Article, the Team Member must have completed his probationary period. A leave of absence is not automatic and must be requested by the Team Member and approved by the Employer in writing. Team Members shall not accrue any benefits, including PTO, during a leave of absence, unless otherwise required by law.

Section 20.2: FMLA and Employer Medical Leave. The Employer shall provide an unpaid leave of absence to eligible Team Members (who have at least twelve (12) months of employment and have actually worked at least 1250 hours in the twelve (12) month period immediately preceding the beginning of the leave) in accordance with the requirements of the federal statute. Benefit credit, if any, during the period of the leave and reinstatement rights shall be governed by the FMLA. The Employer will continue to provide medical insurance coverage for eligible Team Members up to a maximum of twelve (12) weeks, consistent with its policy for other employees. The Team Member is responsible for his same share of the costs of the Employer's medical coverage during the period of his FMLA leave.

20.2(a): Medical Certification. A Team Member's request for FMLA absence must be verified and supported by the health care provider of the Team Member or the Team Member's ill family member. The Employer may require an examination by a second health care provider designated and paid for by the Employer. In the event of a dispute with respect to medical certification, the Employer may request a third and final medical opinion, from a mutually agreed upon qualified physician. In cases where the Team Member's condition requires, the Parties shall select a qualified specialist in the appropriate medical field.

20.2(b): Recertification. The Team Member may be required to furnish re-certification relating to a serious health condition. The time period for providing the Employer with proof of re-certification is governed by applicable law.

Section 20.3: Employer Medical Plan. Team Members who are not eligible for FMLA leave of absence may be entitled to medical leave pursuant to the Employer's medical plan. The terms of the Employer's medical plan shall govern all such requests for medical leave. Upon return from medical leave pursuant the Employer's medical leave policy, the Employer shall return the Team Member to his original position, if available, or make reasonable efforts to find a comparable position within his job classification for which he is qualified. Otherwise, the Team Member shall be placed on layoff status, pursuant to Article 9.

Section 20.4: Military Leave. The Employer will comply with the provisions of the Veterans Re-employment Rights Act for granting military leave and USERRA.

Section 20.5: Leaves of absence for injury compensable under the Ohio workers compensation law are subject to applicable state law and the Employer's policies, and maybe granted for the period of time that a Team Member, as demonstrated to the

satisfaction of the Employer and consistent with applicable law, is unable to perform his regular job duties or such other modified or different job duties as the Employer, in its sole discretion and to the extent consistent with applicable law, chooses to assign the Team Member. Unless otherwise dictated by applicable law, such leave of absence may not exceed a one (1) year period of time. The Employer has the right to assign a Team Member light duty work in any Bargaining Unit or non-bargaining unit classification during the period that a Team Member's bona fide illness or injury is covered by Ohio workers compensation law; provided, however, that no Bargaining Unit Team Member is displaced or suffers a reduction in straight time hours as a direct result of the Team Member being assigned to the light duty position during the period of the light duty work. This limitation applies only to the Bargaining Unit department in which the light duty work is being assigned. The Employer has sole discretion to assign or refuse to assign a Team Member to light duty work and to remove the Team Member from such light duty work at any time. If a Team Member rejects the light duty assignment, whether within or outside of the Bargaining Unit, the Team Member shall be subject to disqualification of benefits under Ohio workers compensation law. Nothing in this Section requires the Employer to establish a light duty position.

Section 20.6: Personal leave of absence without pay may be granted to Team Members at the Employer's sole discretion, pursuant to the Employer's current policy, after successful completion of their probationary period and in accordance with the following guidelines:

20.6(a): The circumstances and conditions of the personal leave must be stated on the appropriate leave of absence form provided by the Employer.

20.6(b): A personal leave of absence normally may not exceed six (6) weeks.

20.6(c): During such leave, the Team Member's medical insurance and other benefits are subject to the Employer's current policy on personal leaves of absence.

Section 20.7: A Team Member who accepts another job or is employed by another company during any leave of absence from the Employer shall be terminated, unless specifically approved by the Employer in writing.

Section 20.8: A Team Member who fails to return from a leave of absence on the date established by the Employer will be subject to the Attendance Policy set forth in Article 16 of this Agreement. If a Team Member "points out" under the said Attendance Policy, the Team Member will be considered to have voluntarily terminated his employment and will be ineligible for re-hire at the Employer's sole discretion.

Section 20.9: The terms of any leave covered by this Article may be extended beyond its term by the written agreement of the Employer and Team Member.

Section 20.10: Union Business Leave. A Union business leave of absence may be granted for Team Members in the Bargaining Unit for the purpose of accepting employment with the labor organization which represents them, upon written request to the Employer at least fourteen (14) days prior to the first absence. A Union business leave of absence may be granted in the reasonable discretion of the Employer, according to the following guidelines.

20.10(a): ~~The leave may be granted up to ninety (90) continuous days.~~ Short-term Union Business Leave.

20.10(b)

20.10(a)(i) The leave may be granted up to ninety (90) continuous days.

20.10(a)(ii): The Team Member on Union business leave shall not be assigned to any facility operated by Employer or its owners, unless mutually agreed upon by the Parties in writing.

20.10(~~ea~~)(iii): The Team Member will not receive compensation from the Employer, however all time spent on Short-term Union Business leave will count for purposes of benefit accruals.

20.10(b): Long-term Union Business Leave.

20.10(b)(i): No more than five (5) Team Members elected or appointed to a full-time Union office may be granted a leave for the term of the office, up to a maximum of ~~one three~~ (~~13~~) year~~years~~. No leaves will be granted for unpaid, part-time, or any other Union office except for full-time positions. The Union may request that Union office leave may be renewed.

20.10(~~db~~)(ii): The Team Member will not receive compensation or accrue any other form of benefits during his Long-term Union business leave~~Business Leave~~. Health benefits shall be provided (at the same cost provided to active Team Members) for duration of the ~~leave described in Section 20.10(c)~~Long-term Union Business Leave. The Team Member's portion of the health care benefits will be paid directly by the labor organization representing that Team Member, if it may legally do so. The Union and the labor organizations comprising the CCOCWC will indemnify and hold 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, or one of the labor organizations comprising the CCOCWC, in accordance with the provisions of this Section.

20.10(~~eb~~)(iii): The Employer will make reasonable efforts to reinstate the Team Member to his prior position if it can be done without displacing non-

probationary Team Members, but there is no assurance that such a position will be available. If the position is not available, the Employer will make reasonable efforts to find another position for the Team Member for which he possesses the skills and qualifications to perform that job.

Section 20.11: Abuse of FMLA leave or other types of leave included in this Article shall be grounds for discipline up to and including discharge.

Section 20.12: Team Members will continue to accrue House and Classification Seniority during any approved leave of absence pursuant to this Article.

ARTICLE 21: ~~DEPARTMENT-SPECIFIC POLICIES~~ TECHNOLOGICAL CHANGES

~~The Union has been provided a copy of all department specific work rules and policies prior to execution of this Agreement. The Union expressly acknowledges that these work rules and policies are reasonable. The Employer may amend, modify, add to, subtract from, and/or substitute these work rules and policies during the term of this Agreement and the Union may challenge, through the grievance and arbitration procedure in Article 24, such changes as unreasonable. The Union expressly waives its right to bargain over the decision of any such changes, including the implementation of a new work rule or policy. The Employer will provide the Union with fourteen (14) days advance notice of any such material change in its work rules and policies, if practicable.~~

The Employer shall give the Union reasonable advance notice of any new technology before it is implemented. Such notice shall be provided sufficiently in advance of the proposed date of implementation to provide the Union, if it so desires, with a reasonable opportunity to discuss with the Employer the possible effects of the introduction of such new technology upon affected team members. In no event shall such notice be provided less than fourteen (14) days prior to implementation of the new technology. Upon request by the Union, the Employer will meet with the Union for the purpose of discussing such possible effects.

Team Members whose jobs are designated for elimination as a result of new technology and Team Members who are laid off as a result of new technology will be provided the opportunity to receive training to fill job openings in other classifications in the Bargaining Unit through "on-the-job" training and participation in the Employer's training programs.

A Team Member laid off as a result of new technology who has worked for the Employer for a year or more shall have recall rights for the period of twenty-four (24) months from the date of layoff. A Team Member laid off as a result of new technology who has worked for the Employer for less than a year shall have recall rights for the period of twelve (12) months from the date of layoff.

ARTICLE 22: UNIFORMS & EQUIPMENT

Section 22.1: Uniforms Furnished by Employer. The Employer shall furnish or pay for an initial uniform worn by Team Members in those job classifications that are required by the Employer to wear uniforms. In addition, the Employer shall be responsible for laundering or dry cleaning the uniforms of Team Members, as determined in the sole discretion of the Employer. Team Members must wear the uniforms furnished by the Employer. Team Members may not wear any clothing item not furnished by the Employer without the Employer's written approval. The Employer ~~may~~shall provide sufficient inclement weather gear for use by Team Members whose duties regularly require them to work outside. Any other outer apparel, jewelry, or pins may not be worn without the Employer's written approval, except as provided in Section ~~3.6~~3.7.

Section 22.2: Care of Uniforms. Team Members shall not wear uniforms or clothing furnished by the Employer except while working for the Employer. As determined by the Employer, Team Members may be allowed to wear uniforms while going to and from work. Team Members shall be responsible for their loss of or negligent damage to uniforms and clothing furnished by the Employer. Subject to applicable law, the Employer may deduct from a Team Member's paycheck the reasonable cost of repair or replacement of any Employer issued uniform, except to the extent that the Employer determines in its sole discretion that normal wear and tear is the basis for repair or replacement of any Employer issued uniform.

Section 22.3: Equipment. The Employer shall provide and maintain all necessary equipment, including hand tools and communication devices, required for Team Members to perform their job functions. The Team Member shall be responsible for replacing all lost ~~tools~~equipment or ~~tools~~equipment damaged by misuse. All ~~tools~~equipment must be returned at the time of termination of employment. Subject to applicable law, the Employer may deduct from a Team Member's paycheck the reasonable cost of repair or replacement of Employer-issued equipment, except to the extent that the Employer determines in its sole discretion that necessity for repair or replacement is due to the Team Member's negligence, the Employer will pay for the replacement cost of any equipment that is broken.

ARTICLE 23: MISCELLANEOUS

Section 23.1: Days Defined. Unless otherwise noted, the term "days" as used in this Agreement shall refer to calendar days, except that for purposes of Article 24, "days" shall refer to Monday through Friday only.

Section 23.2: Team Member Parking. Team Member parking will continue to be offered free of charge during the term of this Agreement. The Employer affirms that the safety of its Team Members is of paramount concern and that it will take reasonable measures to provide a safe and secure parking area for its Team Members. In the event that the Employer can no longer offer free parking at the current Team Member parking site, the Employer shall select another free parking site for Team Members and, if necessary, provide free shuttle service to/from the Employer's facility to the parking site. Decisions regarding the location of a new Team Member parking location and any required shuttle

service will be made by the Employer ~~in its sole discretion~~, but only after the Employer has provided the Union with written notice of the change and, upon the Union's request, an opportunity to meet and discuss the same.

Section 23.3: Benefits voluntarily offered by the Employer to hourly non-bargaining unit employees will be correspondingly offered to ~~hourly Bargaining Unit employees~~ Team Members. The Employer reserves the unilateral right to amend, modify, and/or rescind any voluntary benefit to the extent that such changes apply in equal force to the Employer's non-bargaining unit employees. The Union expressly waives its right to bargain over the decision to make, and effects of, any such changes during the term of this Agreement.

Section 23.4: Gratuities.

23.4(a): Gratuities are the property of the Team Members earning them and they shall not be shared by supervisors, managers, or non-bargaining unit employees.

23.4(b): Sharing or pooling of gratuities among Team Members shall be voluntary and only occur upon agreement by the majority of Team Members in the affected job classifications, except as required by the OCCC or otherwise provided in this Section. Before Team Members change any existing sharing or pooling arrangement, the Employer, the Union, and the Team Members shall meet and confer.

Section 23.5: Bet Lines. The Parties agree to meet and confer regarding the placement of bet lines on the Poker tables. The Union understands that any change to the current Poker table design may be subject to approval by the Employer, the OCCC, and/or other gaming industry regulating bodies.

Section 23.6: Team Member Emergency Contact Procedure. The Employer agrees to implement a Team Member Emergency Contact Procedure to ensure that Team Members are immediately notified of emergencies (e.g., sick family member needs assistance) and allowed to leave their work station in order to make any necessary phone calls or to end their shift. If the time a Team Member spends dealing with an emergency exceeds twenty (20) minutes, then the Team Member may be required to clock out.

Section 23.7: Attendance at Mandatory Meetings. The Employer will endeavor to schedule at least three (3) sessions for any mandatory meetings to accommodate Team Members' schedules and to schedule such meetings at least fourteen (14) days in advance. If the Employer is unable to or does not schedule three (3) sessions for mandatory meetings or schedule such meetings at least fourteen (14) days in advance, then Team Members will not be penalized, receive attendance points, or be disciplined for failing to attend (i.e., clock in as proof of their presence) such meeting if it is scheduled:

- a. beyond sixty (60) minutes from their scheduled start or end time for that day;
- b. on the same day of any awarded Early Out or Forced Out; or
- c. on a scheduled or approved day off.

Team Members excluded under (a), (b) or (c) of this Section may voluntarily attend such mandatory meetings and clock in.

A Team Member who misses a mandatory meeting will be responsible for learning the information imparted at such meeting because he will be held responsible for knowing the content covered at the meeting if the content is made available in writing to the Team Member.

Section 23.8: Inspection of Team Member Lockers. The Employer shall have the right to inspect any Team Member locker in the presence of the Team Member to whom it is assigned, if the Team Member is available. If the Team Member is not available, the Employer shall inspect the locker in the presence of a local Union representative (e.g., steward, shift representative, etc.) who can be made immediately available to observe the inspection. This Section does not apply where the locker inspection is initiated by local, state, or federal law enforcement or regulatory authorities or if the safety of Team Members or guests is in jeopardy (e.g., a bomb threat).

Section 23.9: Toke Pool Data Requirements. The Employer will make reasonable attempts to institute payroll actions needed to support the Table Games Toke Committee.

Section 23.10: Payroll Corrections.

23.10(a): Adjustments resulting from a Team Member's failure to clock in/out or verify time worked will be added to their next regularly scheduled paycheck. In instances where the Team Member's error or failure caused him not to be paid for all of his time worked, the Team Member is solely responsible for accurately completing and submitting the appropriate Payroll correction form to his department before he will be compensated.

23.10(b): In instances where the Company's error or failure caused the Team Member not to be paid for all of his time worked and if the adjustment hours equal or exceed eight (8), the adjusted hours will be paid on an on-demand check.

Section 23.11: Cash Reimbursement. The Employer reserves the right to seek reimbursement from a Team Member, if determined by the Employer to be complicit, in any situation involving theft of a significant amount of money.

Section 23.12: Training and Development. During the term of this Agreement, Team Members shall be subject to the Employer's Educational Assistance Policy, as set forth in the Team Member Handbook. To the extent that such policy is amended, modified and/or rescinded during the term of this Agreement for all non-bargaining unit employees, such changes shall apply automatically to Team Members. The Union expressly waives its right to bargain over the decision to make, ~~and~~ such change, but retains its right to bargain over the effects of, ~~such change~~ the decision.

ARTICLE 24: GRIEVANCE & ARBITRATION

Section 24.1: Grievance Defined. For the purpose of this Agreement, a grievance shall be defined as a dispute regarding the interpretation or application of this Agreement during its term. During the term of this Agreement and unless expressly specified otherwise in another Article, the grievance and arbitration procedures set out herein shall be the sole and exclusive means for settling any and all disputes between the Team Members and/or the Union and the Employer, whether relating to or arising from the application or alleged violation of this Agreement, economic matters, or any other matters of any kind, foreseen or unforeseen. All grievances not raised in a timely fashion by the Union, or not processed in accordance with the time periods set out below by the Union, shall be considered waived and abandoned. The Employer's failure to provide a timely response to any Step defined below shall move the grievance to the next Step in the process.

Section 24.2: Grievance and Arbitration Procedure. The following procedure shall be followed exclusively in the settlement of all grievances arising under this Agreement, which are not resolved through discussions between a Team Member and his coach or leader. For the purposes of this procedure, "working days" is defined as Monday through Friday, excluding national holidays. Moreover, the Union must provide in writing, on the grievance form, the name and contact (i.e., email address, phone number, and mailing address) information for one (1) individual to whom all communications regarding a specific grievance from the Employer to the Union will be provided.

24.2(a): Step 1. Within ~~seventen~~ (7)10 working days after the occurrence of the alleged incident, event or circumstance which gave rise to the grievance involved or after the Team Member and/or Union representative was or should have been aware of the facts regarding the incident, event or circumstance which gave rise to the grievance involved, the Union shall present in writing to the aggrieved Team Member's immediate coach or leader a grievance on a printed grievance form to be agreed upon by the Parties with a copy to the Employer's Human Resources department. The Union shall specify on the form the nature of the grievance (i.e., the factual basis for the dispute) and the Article and Section of the Agreement allegedly violated. Within ten (10) working days of the filing of the grievance, the

Parties shall meet to discuss the grievance. The following may attend the Step 1 meeting: for the Employer, the immediate coach or leader, a designee from the grievant's department and a representative of the Human Resources department; for the Union, the grievant and a Union representative. Following the meeting, the Employer shall give its answer, in writing, to the Union representative within ten (10) working days after the presentation of the grievance in Step 1.

24.2(b): Step 2. Should the Union be dissatisfied with the Employer's disposition of such grievance in Step 1, the Union may present in writing the grievance, to the Human Resources department within ~~three~~ the shorter of either: five (5) working days after the answer in Step 1; ~~(or, if the Employer does not answer, at the expiration of the ten (10) day period, whichever is shorter), to the Human Resources department.~~ Within seven (7) days of the Union's presentation of the grievance to the Human Resources department in Step 2, the Parties shall meet to discuss the grievance. A representative from the Human Resources department and a Union representative shall attend the Step 2 meeting. A representative of the Employer's management team may also attend. The Employer shall render a decision in writing within five (5) working days after the presentation of the grievance in Step 2.

24.2(c): Step 3. In the event the Union is dissatisfied with the Employer's disposition of such grievance in Step 2, the Union may request, that the matter be submitted to mediation within the shorter of either: ten (10) working days after the Employer has rendered a written decision as provided in Step 2; ~~or, that the matter be submitted to mediation~~ if the Employer does not answer, at the expiration of the five (5) day period. If the Union chooses not to request mediation, it may proceed directly to arbitration by filing a written request within the ten (10) day period above. The Employer need not agree to mediation. If both Parties agree to mediation, the Parties shall meet and confer regarding the selection of a mediator within ten (10) working days of the agreement to mediate. In the event the Parties cannot agree upon a mediator and ~~then meditation does not proceed~~ or a Party provides written notification to the other Party of its intent to terminate the mediation process, the Union shall notify the Employer in writing of its intent to proceed to arbitration within three (3) working days of the mediator selection meeting or notification of termination of the mediation process. If the Parties are able to agree upon a mediator and the mediation ~~the~~ proceeds, the costs of a mediator and any other incidental expenses (e.g., room rental) shall be jointly shared by the Parties.

24.2(d): Step 4. In the event the grievance is not resolved in any mediation, the Union shall notify the Employer, in writing, within three (3) working days after the close of the mediation of its intent to submit the grievance to arbitration. In the event that the Parties opt not to utilize mediation, the Union shall notify the Employer of its intent to proceed to arbitration within ten (10) working days of the Employer's response in Step 2.

Section 24.3: It is understood that the Parties, by mutual written agreement, may extend the time periods for processing grievances. Any grievance settled prior to mediation shall be non-precedential and may not be cited in any subsequent legal proceeding.

Section 24.4: Grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Employer, the Union, and any and all Team Members involved in the particular grievance.

Section 24.5: Selection of Arbitrator. Arbitrators will be selected from a permanent panel of arbitrators as set forth below:

- ~~Jeffrey Belkin~~
- ~~Jerry A Fullmer~~
- ~~Patricia Bittel~~
- Mitch Goldberg
- John Murphy
- Mollie Bowers
- Jacquelin Drucker
- [Robert Vana](#)
- [Robert G. Stein](#)
- [Jeffrey Belkin](#)

The Arbitrators listed above will be selected on a rotating basis. The arbitrator who is next in the rotation will be notified in writing by the Union, with a copy to the Employer, within ten (10) working days of the Union's written notification to the Employer of its intent to proceed to arbitration.

During the term of this Agreement, the Employer and the CCOCWC may each unilaterally remove up to one (1) member of the permanent panel of arbitrators listed in this Section at any time for any reason or no reason. The party desiring to unilaterally remove an Arbitrator must notify in writing the other party and the Arbitrator being removed. If the Arbitrator being removed has been engaged to hear an arbitration, then that Arbitrator will not be removed (or notified of his removal) until after the arbitration has concluded and his decision delivered to the Parties.

During the term of this Agreement, the Parties may mutually agree to remove any member of the permanent panel of arbitrators listed in this Section. The Parties will send a joint written notice to the Arbitrator being removed at a time mutually agreed upon by the Parties.

Regardless of whether an Arbitrator is unilaterally or jointly removed from the permanent panel of arbitrators, the Parties will meet and confer at a mutually agreeable time on the selection of a replacement for the removed Arbitrator. Prior to such meeting, each party will provide the other a list of at least three (3) names for consideration. If the Parties cannot agree on a replacement Arbitrator, the Parties will repeat the process described

in this Section until the Parties agree. The Parties agree to use reasonable efforts to agree on a replacement Arbitrator and neither party will unduly delay this process.

Section 24.6: Arbitrator's Limitations. The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or change wage rates or wage scales and benefits. The Arbitrator may not award punitive damages or exemplary damages; provided, however, in all cases involving back pay Team Members shall have a duty to mitigate any such back pay owed. Furthermore, the Arbitrator cannot rule on any matter except while this Agreement is in full force and effect. The Arbitrator's decision shall be based exclusively on evidence at the arbitration hearing. An arbitrator's award rendered in accordance with the terms of this Agreement shall be final and binding upon the Parties hereto and all Team Members.

Section 24.7: Single Grievance. Arbitrations shall be limited to a single grievance for a single Team Member unless the Employer and Union mutually agree to the contrary. However, when a single operative event affects more than a single Team Member for the same operative reason, i.e., there are no different individualized circumstances nor remedies, such grievance(s) may be arbitrated as one, provided the names of all affected Team Members and the alleged single operative reason are specified in the grievance.

Section 24.8: Arbitrator's Decision. This decision of the Arbitrator shall be issued as promptly as possible. The Arbitrator's decision shall be final and binding upon the Employer, the Union and the grievant. Arbitration awards shall in no case be made retroactive and/or effective earlier than the date upon which the grievance was first presented.

Section 24.9: Costs of Arbitration. Each side shall bear its own costs incurred in litigating or defending against arbitration. The cost of the Arbitrator and other incidental expenses such as hearing room shall be borne equally by the Parties. The cost of a hearing transcript shall be shared equally, unless one party opts not to receive a copy of any transcript.

Section 24.10: Discharge Arbitrations. The expedited arbitration procedure described in Section 24.11 must be followed for arbitrations based on a Team Member's discharge, including discharge for serious misconduct related to the integrity of the game within the meaning of Section 8.2. In arbitrations based on a Team Member's discharge for serious misconduct related to the integrity of the game within the meaning of Section 8.2, the Employer need demonstrate only, by a preponderance of the evidence, that the Team Member engaged in the alleged misconduct. Upon such showing, the Arbitrator shall uphold the Team Member's discharge.

Section 24.11: Expedited Arbitration Procedure. The following expedited arbitration procedure, at any time by written agreement of the Parties, may be used in lieu of any other arbitration procedure under this Agreement at Section 24.5, Section 24.7, and Section 24.8. It must be used in Discharge Arbitrations as described in Section 24.10. All

other procedures and provisions relating to grievances and arbitrations under this Article will continue to apply and be in full effect hereto.

24.11(a): The Parties shall select an Arbitrator from a permanent panel of arbitrators agreed to by the Parties in Section 24.5 and amended by mutual agreement from time to time and as described in Section 24.5. The selection shall be made by alternative strike-offs (the Union will strike the first arbitrator, the Employer the second arbitrator, until a first choice Arbitrator remains; the Employer's last strike will be the second choice Arbitrator). The first choice Arbitrator will be notified, and assuming he can hear the case within thirty (30) calendar days, he will be selected to hear the case. If he cannot hear the case within thirty (30) calendar days of notification, the Parties will notify the second choice Arbitrator who will hear the case within thirty (30) calendar days. If neither Arbitrator can hear the case within thirty (30) calendar days, the Parties will select another arbitrator from the list of remaining arbitrators using the same alternative strike-off approach.

24.11(b): Each party will present a position statement, not to exceed five (5) pages in length (single spaced, excluding service pages) to the Arbitrator selected, with a copy to the other party, on or before seven (7) calendar days before the date of the arbitration hearing. It is understood that the Parties, by mutual written agreement, may change these limitations and time periods.

24.11(c): Each party will present evidence at a hearing in this matter. Each party is limited to four (4) witnesses each in its case in chief and no more than two (2) additional witnesses in rebuttal, except for good cause shown or mutual written agreement. The hearing shall not exceed two (2) days in length, with cases other than those presenting complex issues or including multiple grievants not to take more than one (1) day. There will be no post-hearing briefs; rather, if they choose, each party may make a brief closing argument, not to exceed ten (10) minutes in length, following the close of the hearing. It is understood that the Parties, by mutual written agreement, may change these limitations and time periods.

24.11(d): At the election of either party, a transcript by a court reporter will be prepared with the ~~Arbitrator and each party provided with a copy, with the Parties to split the cost~~cost of the hearing transcript to be shared equally, unless one (1) party opts not to, and does not, receive a copy of ~~the~~any transcript. The cost of the hearing room and Arbitrator will be split between the Parties.

24.11(e): The Arbitrator shall issue his decision within thirty (30) calendar days of the close of the arbitration hearing.

ARTICLE 25: NO STRIKES / NO LOCKOUTS

Section 25.1: The Employer and the Union agree that excellent service and the enjoyment and entertainment of guests, is an essential goal of the Employer and its Team Members.

To that end, the parties agree that this labor Agreement provides for appropriate dispute resolution methods. Therefore, the Union, its officers, representatives, and members, and Team Members, shall not, in any way, directly or indirectly, authorize, assist, encourage, instigate, promote, sponsor, participate in or sanction any strike of any kind or nature, e.g., economic, sympathy, unfair labor practice, sit down, work slow down or stoppage, sick out, call out, picketing, demonstrations, corporate campaigns, boycott, refusal to cross picket lines, etc., or engage in any other interference with the performance of work and the service of customers, regardless of the reason(s) therefore. This obligation shall include dealings by the Employer with Union and non-Union suppliers, deliverymen, partners, vendors, organizations, or other employee not covered by this Agreement and shall cover non-grievable disputes to the maximum extent permitted by law. Upon request by the Employer, the Union will actively and publicly denounce such activity, issue instructions to Team Members to cease engaging in such activity and to return to work immediately, advise the Employer in writing that such action by the Team Members has not been called or sanctioned by the Union, and take all other reasonable steps necessary to bring an immediate end to any Team Member activity in violation of this Article. In the event that the Union, its officers, agents, and employees fully comply with the above provisions, the Employer agrees not to bring any court action for damages against the Union or its officers, agents, or employees for breach of this Article. The Union agrees that it will not disparage the Employer, its Team Members, officers, directors, board members, agents, its amenities and/or accommodations, or any of its affiliates.

Section 25.2: The Employer agrees that it will not lock out Team Members during the term of this Agreement. A layoff, reduction in force for whatever reason, or shutdown shall not constitute or be construed as a lockout.

Section 25.3: The Parties agree that Section 25.1 and Section 25.2 shall apply to any and all matters for which bargaining may be required during the term of this Agreement, and each unqualifiedly waives the right to strike or lockout over such bargainable issues during the term of this Agreement.

Section 25.4: Remedy for Breach. It is understood and agreed that any violation of this Article, by the Union or by any Team Members, would result in immediate and irreparable injury to the Employer, and the Employer would have no adequate remedy at law. It is, therefore, agreed that the Employer would, in that event, be entitled to immediate injunctive relief in any court having jurisdiction of the Parties, including the courts of the State of Ohio. For that purpose, this Agreement shall itself suffice as evidence of irreparable injury and inadequacy of remedy at law, once a violation of this Article is otherwise shown. The Employer shall not be required, but may do so, to grieve or arbitrate any claim that this Article has been violated, and shall have the right to proceed directly to court for injunctive relief. However, the Employer may opt to institute the expedited arbitration procedure set forth in Section 25.7 before seeking injunctive relief from a court of competent jurisdiction. The remedies above provided shall be in addition to any other remedies the Employer may have by contract or by law.

Section 25.5: Team Member Violation. Any Team Member who engages in a strike, or any other activities prohibited in Section 25.1, regardless of the duration of such actions, shall be subject to discipline up to and including discharge, at the sole discretion of the Employer and without prejudice to the Employer's right to pursue any other available actions or remedies. It shall not be deemed arbitrary for the Employer to discharge some Team Members engaging in such actions while not discharging others. In the event of a grievance protesting disciplinary or discharge action by the Employer, the sole question to be resolved through the grievance and arbitration procedures as set out in Article 24 herein shall be whether or not the Team Member participated in any activity violative of this Article and, if it is determined that the Team Member did participate in any way in such activity, the grievance shall be dismissed, with prejudice.

Section 25.6: The Employer and the Union also agree that the Union and its members should be able, consistent with their obligations to guests and the Employer, to practice the values of Union solidarity and support. This provision shall not be construed to dilute in any way the Union's and Team Members' obligations to comply in full with the terms of this Article, nor shall this commitment be subject to arbitration.

Section 25.7: Expedited Arbitration. In cases of alleged violation of this Article by the Union or a Team Member, the Employer may institute an expedited arbitration procedure as follows: the Employer shall prepare a grievance in writing and send a copy to the Team Member(s), Union representative and/or Union involved in the alleged violation(s) and that grievance shall identify generally the nature of the violations and the damages the Employer believes it has suffered. The grievance will be automatically deemed to be denied by the Union. The Employer may immediately advance such grievance to Arbitration as provided at Sections 24.4 through 24.10, with the following modifications to the procedure set forth in those sections: a) all alleged violation(s) of Article 24 occurring at or around the same time may be heard at the same time and in the same hearing; b) the sole issue for resolution by the Arbitrator is whether a breach of Article 25 has occurred; c) that the Arbitrator shall be selected using the method described in Section 24.11(a) (adjusted with respect to the accelerated time periods described in this Section) within twenty-four (24) hours of the grievance being filed and the hearing shall be conducted within twenty-four (24) hours of the arbitrator's selection, except if the date is extended in the sole discretion of the Employer; d) the Union and Employer shall present their respective evidence and arguments at that hearing on the date specified by the Arbitrator; d) the filing of post hearing briefs will be waived and oral closing arguments made instead; e) the failure of either party or any witness to attend the hearing as scheduled and noticed by the Arbitrator shall not delay the hearing and the Arbitrator shall proceed to take evidence and issue an award and order as though such party or witness were present; f) the Arbitrator shall issue an oral decision at the conclusion of the case presentation, with a written opinion to be issued within twenty-four (24) hours of the close of the hearing; and g) in the event of an award(s) in favor of the Employer, the Arbitrator shall issue a cease and desist order and award the Employer damages in an amount equal to any losses of revenue and any incidental expenses incurred by the Employer proximately caused directly or indirectly by the violation(s) of Article 25, No Strikes/No Lockouts, plus reasonable attorney fees and costs. Such award shall be mandatory if a

violation by a preponderance of the evidence is established and shall be joint and several as to any Team Members and/or the Union found to be in violation of Article 25. The Employer may seek injunctive relief and to enforce any award in its favor in any court of competent jurisdiction.

ARTICLE 26: BARGAINING UNIT WORK / SUBCONTRACTING

Section 26.1: The Employer may subcontract Bargaining Unit work to third party vendors who are not subject to the terms of this Agreement as follows:

26.1(a): To perform service maintenance, pursuant to agreements, for the repair and/or maintenance of purchased or leased equipment, or to contract for the repair of the Employer's property, buildings, or fixtures, to the extent such work cannot reasonably, economically, and expeditiously be performed by Bargaining Unit Team Members;

26.1(b): To contract for the renovation, reconstruction or restoration of the Employer's property, buildings, or fixtures;

26.1(c): To have work performed pursuant to warranty;

26.1(d): To enter into contracts for the purchase of prepared food or baked goods;

26.1(e): To enter into agreements with one (1) or more third-parties to operate, lease, own, or manage restaurants in the Employer's facility up to ~~two~~four (24) restaurants, but only so long as it does not result in the displacement of bargaining unit restaurant Team Members or reduction of hours of work of bargaining unit restaurant Team Members; and

26.1(f): To contract with third-party vendors to operate, lease, own, or manage fast food or quick service restaurant outlets in a food court format.

Section 26.2: Performance of Bargaining Unit Work. The Employer may direct supervisors, managers, and other non-bargaining unit employees to perform Bargaining Unit work under the following categories or circumstances:

26.2(a): When Bargaining Unit Team Members are not otherwise available to perform Bargaining Unit work;

26.2(b): Emergencies or urgent situations;

26.2(c): Demonstrations or work incidental to the training and direction of Team Members;

26.2(d): Corrections or the reworking of work performed by Team Members;

26.2(e): As currently performed by non-bargaining unit employees;

26.2(f): Testing;

26.2(g): Troubleshooting;

26.2(h): Quality control;

26.2(i): Providing occasional assistance to Team Members;

26.2(j): Installation of vendor-contracted equipment; or

26.2(k): By mutual agreement with the Union.

Nothing contained in Article 26 is intended to preclude the Employer from entering into any contract, subcontract, lease or other arrangement with any third party to operate, own or manage a restaurant or to perform work that is included in the scope of the Bargaining Unit so long as such work is performed under the terms of this Agreement.

ARTICLE 27: LABOR / MANAGEMENT COOPERATION

Labor/Management Meetings. The Parties agree to meet ~~once~~four times per year for the purpose of discussing problems, concerns, Team Member suggestions, methods of improving morale, job performance, or productivity, and other topics. The Parties may jointly agree to conduct such meetings on a more regular basis. Such meetings shall include no more than ~~thirteen~~ (310) Team Members designated by the Union, Union representatives, and Employer personnel as designated by the Employer. The Parties shall jointly agree on the agenda and time schedule in advance. The Parties agree to give good faith consideration to the views expressed during these meetings. Neither party is obligated to agree on any suggestion or recommendation made during these meetings.

ARTICLE 28: NO DISCRIMINATION

Section 28.1: The Employer and the Union agree that they will not discriminate against any Team Member in any manner on the basis of race, color, religion, national origin, Union status or lack thereof, gender, gender identity, age, marital status, disability that can be reasonably accommodated without undue hardship, sexual orientation, military service, or any other characteristic protected by law.

Section 28.2: Wherever, in this Agreement, "he," or its related pronouns may appear, either as words or as parts of words (and other than with obvious reference to named male individuals), it has been used for literary purposes and is meant in its generic sense, i.e., to include both female and male genders.

Section 28.3: The Employer and the Union are committed to maintaining a work environment free from sexual or other prohibited harassment by team members or third parties, such as vendors, players or customers. Prohibited conduct includes unwelcome sexual advances, harassment, requests for sexual favors, and other verbal or physical conduct of a sexual nature, explicitly or implicitly making sexual conduct a condition of employment or promotion, displaying sexually offensive images or words, repeating offensive commentaries about someone's body, or making derogatory jokes.

ARTICLE 29: SUCCESSORS & ASSIGNS

In the event the Employer sells, transfers, or assigns all or any part of its right, title, or interest in its business or substantially all of the assets used in the operation of its business, or in the event there is a change in the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing, and the Employer further agrees that as a condition to any such sale, assignment, or transfer, the Employer will obtain from its successor or successors in interest a written assumption of this Agreement and furnish a copy thereof to the Union, in which event the Employer shall be relieved of its obligations hereunder to the extent that the Employer has fully transferred its right, title, or interest.

In the event the facility must be closed because of a sale or transfer, Team Members will be paid the training rate for all lost hours due to the casino being closed.

ARTICLE 30: ADDITIONAL FACILITIES

The Parties agree that in the event the Employer opens and/or operates hotels, restaurants, bars, and/or casinos as part of Cleveland Phase II, the terms of the Memorandum of Agreement (“MOA”) attached hereto as Exhibit XI shall govern the roles and responsibilities of the Parties related to the new facility.

The Parties further agree that the Team Members of the new facility shall constitute a separate bargaining unit from the Bargaining Unit covered by this Agreement and, in the event the Union is recognized pursuant to the terms of the MOA, the Parties shall engage in collective bargaining following such recognition regarding the terms and conditions of employment for those Team Members.

ARTICLE 31: MOST FAVORED EMPLOYER

The Union agrees that if it, or one or more of the labor organizations comprising the CCOCWC, enters into any contract or agreement, written or oral, covering casino employees with another employer operating a casino in Ohio, the Union or one or more of the labor organizations comprising the CCOCWC will immediately provide a copy of said contract or agreement to the Employer. In the event that such contract or agreement with another employer contains, on the whole, wages, hours, or other terms and conditions of employment that are more favorable to said other employer than the wages, hours, or other terms and conditions of employment contained in this Agreement, then,

at the Employer's option, the Employer may adopt the entire agreement in place of this Agreement. The Employer's failure to exercise any of the rights set forth in this Article shall not constitute or be considered or deemed a waiver of its right to exercise such right or rights to the fullest extent thereafter nor be considered or deemed a legitimate basis or argument for the imposition of any limitation on such rights, nor shall the fact the Employer may have conferred, negotiated with, or sought input from the Union or one or more of the labor organizations comprising the CCOCWC in connection with its exercise of its rights referred to herein constitute or be considered or deemed a waiver of its right to exercise such right or rights to the fullest extent thereafter or be considered or deemed a waiver of its right to exercise such right or rights to the fullest extent thereafter or be considered or deemed a legitimate basis or argument for the imposition of any limitation on such rights.

ARTICLE 32: NOTICE

Section 32.1: Any notice required under the terms of this Agreement may be hand delivered (signature required), mailed, ~~faxed~~, and/or electronically transmitted to:

To the Employer: ~~Horseshoe Casino~~ [JACK Cleveland Casino](#)
Attn: ~~Karen Kaminski~~ [Stacy King](#)
[Corporate](#) Vice President, Human Resources
100 Public Square
Cleveland, Ohio 44113

~~Fax: 216-297-4775~~

Email: ~~kkaminski@caesars.com~~ stacyking@jackentertainment.com

To the Union: CCOCWC
c/o ~~Mike Kuhel~~ [Chris Viscomi](#)
~~5000 Rockside Road, Suite #300~~
~~Independence~~
[UAW Region 2B](#)
[1691 Woodlands Drive](#)
[Maumee, Ohio 44131](#)

~~Fax: 216-447-1719~~ [43537](#)

Email: ~~mkuhel@uaw.net~~ <mailto:cviscomi@uaw.net>

Notices that must be sent to the individual labor organizations comprising the CCOCWC must be sent to the following:

To the IBT: ~~Gary Tiboni~~ [Sal Alioto](#)
IBT ~~President~~ [Representative](#) Local 436
6051 Carey Drive
Valley View, OH 44125

~~Fax: 216-328-1513~~
Email: local@teamsters436.com

To the UAW: ~~Mike Kuhel~~[Chris Viscomi](mailto:Chris.Viscomi@uaw.net)
International [Servicing](#) Representative
UAW Region 2B

~~5000 Rockside Road, Suite #300~~[1691 Woodlands Drive](#)
~~Independence~~[Maumee](#), Ohio ~~44131~~[43537](#)

~~Fax: 216-447-1719~~
Email: ~~mkuhel@uaw.net~~cviscomi@uaw.net

To the USW: ~~Tom Zidek~~[Patrick Gallagher](mailto:Patrick.Gallagher@usw.org)
USW ~~Representative~~[District 1 Sub District Director](#)
25111 Miles Road, [Suite H](#)
Warrensville Heights, Ohio 44128

~~Fax: 216-292-5720~~
Email: ~~tzidek@usw.org~~pgallagher@usw.org

To UNITEHERE: Patrick Boyd

~~UNITEHERE! Representative~~[Director of Organizing](#)
300 River Place Drive, Suite 2700
Detroit, Michigan ~~48207-4265~~[48207](#)

~~Fax: 313-259-8481~~
Email: ~~pboyd@culinaryunion226.org~~pboyd@unitehere.org

To IATSE: ~~Tom~~[Mike](mailto:Mike.Patton@iatse.org) Patton
~~President~~[Business Manager](#) Local 756

~~17157 Rabbit Run Drive~~[18770 Rocky River Oval](#)
~~Strongsville~~[Rocky River](#), Ohio ~~44136~~[44116](#)

~~Fax: 440-238-6963~~
Email: ~~tom.patton24@gmail.com~~mpat798184@aol.com

If notice is made by email to any of the labor organizations comprising the CCOCWC, then a copy of such notice must [be](#) sent to the Union by email.

All such notices shall be dated and signed by an authorized representative of the party providing the notice. An email constitutes an electronic signature of the person sending the email in satisfaction of this signature requirement.

Section 32.2: For notices sent by U.S. mail, any time period will commence three (3) days after the postmark.

ARTICLE 33: SEPARABILITY

In the event any provision of this Agreement shall be rendered invalid by applicable legislation, or be decreed invalid by any court or regulatory agency of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intention of the Parties hereto that all other provisions not rendered invalid shall remain in full force and effect. Both Parties agree that the subject matter of any provision found to be invalid shall be renegotiated.

ARTICLE 34: COMPLETE AGREEMENT

Section 34.1: Except to the extent set forth in this Agreement, the Employer and the Union 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 opportunity are set forth in this Agreement. Therefore, except as set forth in this Agreement, neither party shall have any further obligation to bargain over any matter to take effect during the term of this Agreement.

Section 34.2: No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any Team Member or group of Team Members with the Employer, and in no case shall it be binding upon the Parties hereto, unless such agreement is made and executed in writing by the Employer and the Union.

Section 34.3: The Parties agree that any term or condition of employment not specifically set forth within or specifically regulated or limited by this Agreement, including but not limited to past practices or custom, ~~may be modified by the Employer at any time, or eliminated~~ is superseded by this Agreement unless otherwise mutually agreed by the Parties. In no event shall past practice establish specific rights, nor shall past practice be used to modify ~~or interpret~~ an explicit term or condition of this Agreement.

ARTICLE 35: TERM OF AGREEMENT

This Agreement shall become effective upon the date of ratification, ~~June 5, 2014~~ September 30, 2019 ("Effective Date"), and shall continue in full force and effect to and including 11:59pm ~~June 4~~ September 30, 2022, and from year to year thereafter, unless either party hereto shall notify the other, in writing, by certified mail, not less than

sixty (60) days prior to ~~June 5~~October 1, 2019~~2022~~, or sixty (60) days prior to ~~June 5~~October 1 of any succeeding year of a desire to terminate, modify or amend this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

For the Employer:

**HORSESHOE JACK CLEVELAND
MANAGEMENT, LLC d/b/a HORSESHOE
CASINO CLEVELAND**

By: _____

Its: _____

Date: _____

For the Union:

**CLEVELAND / CINCINNATI OHIO
CASINO WORKERS COUNCIL,
CLEVELAND, OHIO**

For UAW

By: _____

Its: _____

Date: _____

For IBT

By: _____

Its: _____

Date: _____

For USW

By: _____

Its: _____

Date: _____

For Unite HERE

By: _____

Its: _____

Date: _____

For IATSE

By: _____

Its: _____

Date: _____