

JACK/UAW CONTRACT SUMMARY



SEPTEMBER 4TH, 2020

J·A·C·K
CLEVELAND
CASINO

A MESSAGE TO OUR MEMBERS

HIGHLIGHTS:

- \$1,000 FULL TIME SIGNING BONUS
\$500 PART TIME
- TWO YEAR TERM
- BIG WIN ON ALL NEW GAME SKILL PREMIUMS
- ONE "CHOICE DAY" PER YEAR NOT USING PTO
- ADDED LANGUAGE FOR THIRD PARTY HARASSMENT
- INCREASED MINIMUM BASE RATES FOR SLOTS TECHS AND DEALERS
- INCREASED MAXIMUM CAPS ON DEALER TOKE WINS
- RESTORAL OF UNUSED PTO AFTER CLOSING
- A SEPARATE MOU TO ALLOW POKER HELP IN TABLE GAMES FOR 1:1 PTO RELIEF
- SCHEDULING IMPROVEMENTS
- RESTORAL OF RIGHTS TO EFFECTS BARGAINING

After numerous additional contract discussions with JACK, your bargaining team was successful in reaching a shortened term 25 month tentative agreement.

In these unprecedented times we obviously faced a significant uphill battle. Bargaining amidst historic global business losses, we faced the negative impact undoubtedly weighted against our economic proposals. We were juggling with the chaos of the recall, the uncertainty of our members safety, their families, their exposures and our own. We transitioned into virtual meetings and email exchanges of language versus the customary face to face table bargaining. As our way of living adapted, so to did our bargaining style. As far as timing goes, there could not ever be a less ideal time to be at the bargaining table - while looking for a positive economic Agreement. However, after the previous extension attempt failed, JACK heard the membership's desires loud and clear. Your strength in demanding an Agreement with positive momentum gave us the hammer and strength we needed to make our demands with renewed force and backing. It is because of all of you that the increases within this document were possible , along with all of the improved language on various other topics.

You will see that this short term agreement delivers on your demands made, converting Dealer Level 1 through 4 to into Game Skill premium pay. This move alone represents a significant increase to the average Dealer - on top of the newly increased base rates for both Dealers and Slot Technicians. An increase in Dealer toke win maximums and up front lump sum payments all build on that increase while making numerous other gains in language on areas of scheduling, PTO, harassment, as well as many other areas contained within these highlights.

We have reduced language obtained in the entire contract document itself into these highlights in order to give the membership a quicker and simpler way to review and understand the individual changes and to quickly formulate any questions they may have prior to their vote. We will also print off copies of the full document language for those who want a hard copy, post full pdf files of the entire redlined Agreement and highlights on the Local 1005 website, and post to Facebook for download and viewing . Your committee insisted on 100% transparency for members and sufficient time to review it . This document summarizes the tentative agreement reached with JACK casino Cleveland.

Your UAW bargaining team fought hard for a contract that we can all be proud of, with significant monetary impact and benefits for everyone.



SHORTENED CONTRACT TERM SECURED

- ◊ We were successful in bargaining a reduced term Agreement . The contract is approximately twenty five (25) months in duration and expires at 11:59 pm on September 30th, 2022

WAGE AND COST IMPROVEMENTS SECURED

- ◊ **EDR MEAL CREDIT-** 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. Team Members will be charged only \$3.00 for such meals.
- ◊ **LUMP SUM PAYMENT** - Non-probationary Team Members employed on the Effective Date will be paid the following lump sum amounts in the second full pay period following ratification as follows:

Full-time \$1,000.00

Part-time \$500.00

(On Call \$350 not applicable to UAW unit)

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 **(Note this reduction does not apply to any Game Skill premium increase(s) for Dealers)**

- ◊ **HUGE WIN- GAME SKILL PREMIUM BY GAME(S)**– Your Team was successful in eliminating Dealer levels 1-4 in order to increase Dealer pay substantially. This was achieved by raising the Dealer base rate minimum and applying premiums for games directly onto the base rate. This change alone greatly improves Dealer pay rates on average for all Dealers and :
 - ◊ Eliminates the top concern the union had on recalling Dealer IVs first regardless of seniority. The only classification remaining for any layoff or recall is “Dealer”
 - ◊ It applies premiums for game skill in same format as Cincinnati without the restrictive components requiring three (3) major games like the Toledo/Columbus scale does before realizing any premium.
 - ◊ It recognizes the red circled base rates of transfers, and allows a transfer whose rate was previously “frozen” to achieve a raise through game skill increases for any game(s) learned here after transfer. This was not previously possible.
 - ◊ It will attract additional hires to help our staffing needs, by allowing increased pay rates for game skills individually to experienced Dealers.
 - ◊ The new premium allows greater flexibility for Dealers to increase their rate of pay by allowing more options and incentive than the previous Dealer level increases by raising the potential to achieve up to \$6.00/hr immediately.
 - ◊ It raises Dealer minimum pay to \$4.75 for base rate (without game skill premium)
 - ◊ It separates the pairing of Mini Baccarat and Roulette under the old system as two separate game skill premiums.
 - ◊ Pai Gow is no longer a carnival game. It is now paired with Mini Baccarat - the same as all the other Ohio casinos for premium in Toledo/Columbus/Cincinnati.



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- ◊ It protects the carnival game premium if the Employer ever drops below five games total, something that did not exist before.
 - ◊ It secures language ensuring that a removal by the Employer of the majority of existing dealer envy bets will warrant effects bargaining with the Union
 - ◊ It advances the increased pay (even before training) to those affected by the movement of Pai Gow from carnival to Mini Baccarat at both ends – see language below the chart.
 - ◊ It secures language ensuring that Blackjack is not a “required” skill for our Craps dealers, but an option.
- * 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;

ADDED NEW PROTECTION AGAINST REDUCED CARNIVAL GAMES BELOW FIVE

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

ADVANCES RAISES TO DEALERS EVEN BEFORE TRAINING ON THE CONVERSION

** Team Members who are certified to deal Mini Baccarat but not Pai Gow as of the Effective Date will receive this premium beginning on the Effective Date, provided that the Team Member obtains Pai Gow certification within ninety (90) days of the Effective Date.

Team Members who are only certified to deal our (4) carnival games as of the Effective Date because of the movement of Pai Gow will receive the five (5) or more carnival games premium beginning on the Effective Date provided that the Team Member obtains the additional carnival game certification within ninety (90) days of the Effective Date. The Employer agrees to offer such training opportunities and 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.

◊ **MINIMUM PAY RATES RAISED IN EXHIBIT X AS FOLLOWS**

DEALER	\$4.75 (not including Game Skill)
SLOT PERFORMANCE SLOT TECH	\$16.00
SLOT PERFORMANCE E-TECH	\$17.00
SLOT PERFORMANCE SLOT TECH LD	\$17.00



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◇ **INCREASED DEALER MAX BET PAYOUTS FROM TO \$1,500**

Game	Wagers	Dealer Max Bet/Payout
Craps/Crapless Craps	Standard Bets	10% of maximum wager allowed/\$1,000 max takedown plus bet
	Fire Bet	Cumulative up to \$25/\$7,500 max takedown plus bet
Blackjack/JackJack	Standard Bets	10% of maximum wager allowed/\$1,500 max takedown plus bet per hand
	Side Bets	10% of maximum wager allowed/\$1,500 max takedown plus bet per hand
Roulette		10% of maximum wager allowed/\$1,500 max takedown plus bet
Carnival Games	Standard Bets	10% of maximum wager allowed/\$1,500 max takedown plus bet
	Side Bets	10% of maximum wager allowed/\$1,500 max takedown plus bet
Pai Gow (including any Pai Gow variations)	Standard Bets	10% of maximum wager allowed/\$1,500 max takedown plus bet
	Side Bets	\$5 max/\$1,500 max takedown plus bet
Mini-/Midi-Baccarat/ Commission Free Baccarat		10% of maximum wager allowed/\$1,500 max takedown per player

Note: Dealer Toke Bets are not permitted on any progressive wager.

PTO IMPROVEMENTS SECURED

The Union faced an uphill battle trying to alter PTO during these challenging times. Our current staffing shortages make getting a PTO day nearly impossible. On reopening, many Dealers chose not to return to work for personal health or family reasons, and the global pandemic has made hiring off the street difficult to say the least. With 55 open Full Time Dealer positions currently and only 5-10 new hires coming out of Academy anytime within the next 8 weeks, we faced denials a current levels and even actual PTO losses due to such denials and the closed business period affecting PTO use before Anniversary dates. Despite these odds, your team was still successful making numerous improvements by insisting these Issues were a top priority to our members that must be addressed :



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- ◇ **RESTORED LOST PTO** - Team members laid off effective March 31, 2020, who are recalled to work, will have any unused PTO carryover on their next anniversary date after March 31, 2020, and, in all cases, such Team Members will have a minimum of 40 hours (full-time) or 24 hours (part-time) available for use during the PTO award period beginning with their next anniversary date after March 31, 2020. Team Members will have until September 30, 2021 to use any such carried over PTO.
- ◇ **PTO ADVANCE FOR COVID HEALTH ISSUES** -If a Team Member does not have available PTO to use to cover time away from work under the instruction of a health care provider, local health authority or the Company to be isolated or quarantined due to COVID-19 concerns, a Team Member may borrow up to 80 hours (full-time) and up to 48 hours (part-time) of PTO from the PTO to be awarded on their next anniversary date.
- ◇ **PTO CHOICE DAYS CREATED** - 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 and the Team Member must request not to use available PTO for the absence before the end of the pay period.
- ◇ **MEMORANDUM ALLOWING TEMPORARY POKER HELP IN TABLE GAMES-**
We are developing a separate MOU Agreement to allow temporary transfer of Poker Dealers who remain laid off to volunteer to come to Table games and be auditioned or trained, this will be to directly help with PTO release on a one for one basis. Since hiring candidates from the street are nearly non-existent, we welcome and appreciate any volunteers from our laid off USW brothers and sisters.

GAINED RIGHTS TO BARGAIN DECISIONS AND/OR EFFECTS TO EMPLOYER CHANGES

- ◇ Gained the right to bargain over the Decision and Effects of any new or revised/changed work rules and policies that were previously waived in the first CBA.
- ◇ Regains the union's rights to bargain the effects to any Employer changes to the following list of items that were previously waived in the first CBA for:
 1. Health and Welfare benefits,
 2. PTO policy,
 3. Attendance policy changes and
 4. 401(k) Policy
 5. Employee Assistance Program
 6. Training and Development

STRENGTHENED UNION REPRESENTATIVE RIGHTS AND DISCIPLINARY FALL OFF

- ◇ Enhanced rights for steward to attend investigatory interviews and/or other interviews during working time
- ◇ Remote access viewing gained for surveillance review of disciplinary action cases to expedite grievance processing and lessen representative exposures



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- ◇ Eliminated the freeze on disciplinary records of laid off Team members, after 12 months such recorded discipline will fall off regardless
- ◇ Increases the length of time allowance to write a first step grievance from seven (7) to ten (10) days after the alleged occurrence
- ◇ Involves Elected representative in regular Joint Staffing meeting to discuss manpower, schedules and other Dealer/Slot technician specific issues affecting the unit, giving you an ongoing voice in work-place operations.

SCHEDULING IMPROVEMENTS SECURED

- ◇ Set a minimum percentage that must be maintained for Full Time bid schedules with weekend day(s) so that senior Full-Time employees have greater choice in all schedule options made available to them.
- ◇ Increased the company requirement of posting of the schedules from seven (7) days ahead to fourteen (14) days ahead of the actual work week
- ◇ Increase required company notification to Team member from 48 hours to one week of posted schedule change(s)
- ◇ Ensured that any variance in a start time window be assigned by the least senior qualified team member whose bidded start time is closest to the scheduling need.

MISCELLANEOUS CHANGES

- ◇ High Volume/special/promotion Days **capped at thirty (30) per year**
- ◇ Time spent on jury duty will now count for purposes of benefit accrual
- ◇ Time spent on paid Bereavement will now count for purposes of benefit accrual
- ◇ Care of Uniforms language revised to include only “negligent” damage responsibility to Team member
- ◇ Language affirming safe and secure parking and addressing reasonable measures to be taken
- ◇ Mandatory meeting language requiring 14 days advance notice
- ◇ Reinforces Employer obligation to maintain a work environment free from sexual or other prohibited harassment by team members **or third parties, such as vendors, players or customers**
- ◇ Numerous other improvements for our approximately one hundred fifty (150) remaining laid off Team Members in Poker, Buffet, Beverage and elsewhere who need extended recall rights, to be able to return from layoff without waiting periods on healthcare, extending seniority retention and recall rights, additional Covid-related Healthcare protections, etc in a Memorandum of Understanding on Return to Work.