

**COLLECTIVE BARGAINING
AGREEMENT**

By and Between

JACK THISTLEDOWN RACINO LLC

And

UNITEHERE! Local 24

February 6, 2017 – March 31, 2021

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AGREEMENT

This Agreement (“Agreement”) is made and entered into by and between Jack Thistledown Racino LLC (the “Company” or “Thistledown”) and UNITE HERE (the “Union”) (collectively the “parties”) and covers employees in the bargaining unit set forth below at the Company’s facility at 21501 Emery Rd, North Randall, OH 44128.

ARTICLE I – RECOGNITION

1. The Company agrees to recognize the Union as the sole collective bargaining agent for the bargaining unit defined as food and beverage employees at Thistledown employed in the classifications set forth in Exhibit 1 to this Agreement, and whose wage schedules are attached set forth in Exhibit 1 to this Agreement for the purpose of making agreements as to wages, hours, general conditions of employment, and for the adjustment of complaints, controversies, and grievances.

2. Any banquet, stewarding, or employee dining room services (that is, provision of food or beverages to Thistledown employees in the designated employee dining room) of any kind (either traditionally performed or new) that the Company chooses in its discretion to outsource or subcontract, the Union hereby consents to outsourcing or subcontracting of such work, in whole or in part, in the discretion of the Company, but as provided herein:

a. Banquet Services. The Company and the Union agree that except as otherwise provided in this paragraph, the Company may subcontract banquet services work and/or utilize third parties and/or utilize casual labor for banquet services. Irrespective of source, banquet employees from a third party or casual labor will be required, on their sixtieth (60th) working day of actual employment within a calendar year to join the Union and become a direct employee of the Company and/or at that time become an employee of a third party recognizing the Union and entering into a collective bargaining agreement with the Union substantially equivalent to that signed by the Union and the Company covering their services for the Company. Employees performing banquet services only, due to the sporadic nature of their work, will have days counted for Union membership and to otherwise complete probationary service, as actual days worked. Further, prior to using third parties for banquet services, the Company will offer other food and beverage bargaining unit employees, who are qualified to perform banquet services and who give the Company notice of their interest in performing such work through whatever means the Company establishes (e.g., a sign up list), the opportunity to perform banquet services work provided the Company is not required to pay overtime and the banquet service work does not interfere with the employees’ regular work schedule.

b. Stewarding. The parties agree that the Company may subcontract or outsource stewarding work. The Company agrees that any subcontractor of stewarding functions or third party provider of such functions will be required as a condition of being retained to recognize the Union and to enter a collective bargaining agreement substantially equivalent to that signed by the Union with the Company, and wage rates to be negotiated.

c. Team Member Dining Room (“TDR”). Employee dining room services may be excluded from the bargaining unit represented by the Union in the discretion of the Company if the Company subcontracts or outsources such work. In the event that the Company subcontracts or outsources the employee dining room work, then the employee dining room at the Company shall be managed independently from the rest of the Company’s food and beverage operations, with little or no exchange of employees, and such work shall be separate and apart from the Union.

ARTICLE II – UNION SECURITY

1. As a condition of employment, all employees shall be required to acquire and maintain membership in the Union on or after the sixtieth (60th) day of employment or the Effective Date of this Agreement, whichever is later. Union membership is defined as the obligation to pay periodic dues and initiation fees. Upon request of the employee, payment of the portion of dues and initiation fees, which are used by the Union to represent employees, shall satisfy this obligation. For disciplinary purposes, all employees will be considered probationary for the first ninety (90) days of their employment (that is, they may be disciplined or terminated by the Company for any reason, without recourse to the grievance and arbitration procedure in this Agreement).

2. Employees must maintain membership in the Union in order to continue employment. In the event any employee fails to maintain membership in good standing in the Union, the Company shall discharge such employee upon request of the Union. In accordance with law, membership must be available to an employee on the same terms and conditions generally applicable to other members, and membership cannot be denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

3. Before the Union may make request for the discharge of an employee, the following procedures must have been followed:

a. The Union must first notify the employee by certified or registered letter, addressed to him at the address last known to the Union concerning his delinquency in not tendering periodic dues, initiation fees, or assessments required under this Article and warning him that unless such dues, fees, or assessments are tendered within seven (7) days from the date of mailing said letter, he will be reported to the Company for termination from employment, and;

b. The Union has furnished the Company with written proof that the foregoing procedure has been followed, but the employee has not complied, and on the basis the Union has requested in writing the employee be discharged.

4. The Union hereby agrees to defend, indemnify, and otherwise hold the Company harmless as to any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any discharge action taken by the Company in complying with the provisions of this Article.

ARTICLE III – MANAGEMENT RIGHTS

1. Management Rights Generally. Except as otherwise restricted by the language of this Agreement, the Company retains all rights and functions of management that it possessed prior to the execution of this Agreement. Without limiting the generality of the foregoing, the Union and the employees recognize and agree that the Company has the sole authority, jurisdiction, rights and responsibilities to act unilaterally in all matters having to do with the management and operation of its business unless otherwise restricted herein. These unilateral rights include, by way of illustration, and without being limited to, the right to control, determine, establish, discontinue, sell and change the location, operation or use of its business, business services, or facilities; to determine the type of equipment to be used; the right to plan, direct and control all bargaining unit operations, including the right to determine the number of employees and the number of hours employees work; to assign employees to the locations where they must perform work at Thistledown; and the right to establish and change work schedules and assignments, including the starting times and quitting times of the shifts, the hours of work, days of work, including whether to schedule four (4) days or five (5) days or other shifts. These unilateral rights also include: the right to introduce new methods, processes, jobs, classifications or change or combine jobs or job classifications, as well as to eliminate them; allocation of work or workers, including the determination as to when and to what extent any work shall be performed by employees or have work performed by non-bargaining unit employees; and with advance notice to the Union (except for emergencies), the right to subcontract, to sublease or to contract out all or part of bargaining unit work where it does not have the equipment or qualified employees to perform the work (where such employees cannot be trained to perform such work within a reasonable period of time). The Company also has the right to employ, lay-off, discharge, assign, direct, interview, discipline, transfer, and promote employees out of the bargaining unit; and to maintain efficiency in its facilities and operations and all other rights pertaining to the operation and management of the business affairs of the Company. The failure by the Company to exercise any of these rights as provided in this Article shall not be construed as a waiver of these rights nor of the rights of the Company to control, operate or manage its business. With respect to each of the management rights set forth above, the Union hereby expressly and unequivocally waives its right to bargain over the decision to exercise such rights, but maintains its right to bargain over the effects of such decisions.

The Company has the right to and shall continue to determine the number of employees to be assigned to each classification. In the event the Company establishes new classifications within the bargaining unit, the Company retains the right to set the initial rates of pay, the qualifications and the terms and conditions for such new classifications (pay to be based on what are reasonable rates to attract qualified employees in the market and providing this criteria is met, with reasonable regard for current base rates paid at Thistledown), and determine the staffing levels and the number of new employees to be hired. Any new classification will be effectively established as of the date on which the first employee is placed into it. However, employees who bid into positions within a new classification are not entitled to retroactive wage payments or increases.

2. Use of Temporary Part-Time Employees. Nothing in this Agreement shall prevent the Company from utilizing temporary or contract employees to perform bargaining unit work

after first offering such work to qualified and available bargaining unit employees. Further, if such temporary or contract employees are scheduled for twenty (20) or more hours for more than four (4) weeks, or for longer than sixty (60) cumulative calendar days, they shall become probationary employees and covered from that point forward by this Agreement.

3. The Company shall also have the right, with notice to the Union, to define department(s) within the bargaining unit from time to time. A list of current departments within the bargaining unit is set forth in Exhibit I to this Agreement.

ARTICLE IV – DISCHARGE, DISCIPLINE, RULES OF CONDUCT

1. Rules of Conduct. The Company shall also have the right to establish, amend, modify and post reasonable rules or institute Company handbooks or manuals containing such rules governing and regulating the conduct of employees, including discipline, attendance policies or any other matter. Said rules shall not be inconsistent with the terms and provisions of this Agreement. Employees' failure to abide by said rules will constitute grounds for disciplinary action. New House Rules and new Departmental Rules shall be sent to the Union fourteen (14) calendar days before posting. New House Rules and new Departmental Rules shall be hand-delivered, faxed, sent by mail or sent electronically to the Business Agent assigned to the property. If the Union feels the rules are unreasonable, the Union shall grieve within a fourteen (14) calendar day period through the grievance and arbitration process as outlined in this Agreement.

Notwithstanding the above, and the parties desire to avoid arbitral disputes, the Company has provided the Union with copies of its current Departmental Rules and House Rules and the Union agrees that the rules are reasonable and not in violation of this Agreement, and waives the right to grieve or arbitrate whether the current rules are reasonable or in violation of this Agreement.

2. Layoff and Discharge. The Company reserves the right, which is hereby recognized by the Union, to hire, retain, promote, demote, transfer, lay-off, suspend, discharge or rehire according to the requirements of the business, consistent with the provisions contained herein. Specifically, the Company shall have the immediate right to suspend or discharge employees for actions such as, but not limited to, repeated serious misconduct or misconduct in violation of Company work rules as otherwise provided herein, where such violation of work rules call for discharge, physical violence or threats of physical violence, repeated or pronounced discourtesy toward a guest, vendor or employee, drinking or drunkenness on the job, being under the influence of a controlled illegal substance on duty, unlawful possession of a controlled illegal substance, or using a controlled illegal substance at any time on the Company's premises, unlawful sale of a controlled substance on the Company's premises, refusing to submit to testing for drugs or alcohol usage (see Article XVIII below), insubordination, failure to pass a drug or alcohol competency test (see Article XVIII below), or participation in a proven, deliberate slowdown, work stoppage, or strike in violation of this Agreement. See Attachment A.

3. Discipline Standard. No discipline shall be imposed except for just cause. The mitigation of discipline in one case by the Company shall not be precedential to any subsequent discipline.

4. Licensing. It is understood by the Company and agreed that, as a condition of employment, employees employed must be licensed to the rules of any applicable regulatory body that has jurisdiction over Thistledown. If an employee fails to obtain such licenses or lose such licenses for any reason, he/she shall be released from employment, and such release shall not be subject to the grievance and arbitration procedure in this Agreement, provided, however, that should the employee's license be issued or reinstated within forty-five (45) calendar days of his/her release (or within forty-five (45) calendar days of the reopening of the Licensing Agency if said release occurs during the December-April period in which the Licensing Agency is closed) he/she shall be immediately returned to work with no loss in seniority. If such issuance or reinstatement takes place forty-six (46) or more calendar days after his/her release (or other period referenced above), he/she will be eligible for reemployment if a vacancy exists in his/her job classification, and will receive seniority credit for any time previously employed with the Company in this bargaining unit.

ARTICLE V – GRIEVANCES AND ARBITRATION

1. Grievance Procedure. Should differences arise between the employee or the Union and the Company as to the meaning of or application of some express provision of this Agreement, such differences shall be settled in the following manner and order:

First Step: The grievance shall be presented orally by the employee or by the Union to the Department Manager within five (5) calendar days of the date of the event, which gives, rise to the grievance.

Second Step: If the grievance is not resolved at the First Step, the grievance shall then be presented in writing on a grievance form signed by the employee or the Union and presented to the Company by the Union within seven (7) calendar days after receipt of the Department Manager's response giving rise to the grievance. The Company shall answer and sign the answer and return it to the Union with seven (7) calendar days after the receipt of the written grievance.

Third Step: Should the grievance not be settled at the Second Step, a representative of the Union and the Department Manager or designated representative of the Company shall meet and discuss the grievance within fourteen (14) calendar days after receipt of the written answer in the Second Step above. The Company shall provide a written answer to the grievance to the Union within seven (7) calendar days of the meeting.

Fourth Step: If a satisfactory settlement has not been reached at the Third Step above, the Union may within sixty (60) calendar days of the receipt of the Third Step answer proceed to arbitration by written notice to the Company and with a request for an arbitration panel to the Federal Mediation and Conciliation Service ("FMCS").

2. In the event a grievance or request for arbitration is not processed within the time limits set forth above, the matter shall be considered abandoned, and no longer a grievance.

3. Power of the Union. The Union, upon due consideration, may deny approval for the submission of any matter to arbitration on its own motion without consent of the employee or employees involved.

4. Arbitration. Once a matter has been approved for arbitration, the Union (or the Company) shall request a panel of seven (7) arbitrators from the FMCS.

The parties shall be bound to select an arbitrator by the strike-off method, the Union and the Company alternately striking a name from the panel, the last remaining arbitrator to be deemed the mutual selection of the parties. An arbitrator shall be selected within thirty (30) calendar days of the receipt of the list from FMCS by the parties and the arbitration held in a timely manner. The Union shall strike the first name on the list.

5. Power of The Arbitrator. The decision of the arbitrator must be based upon some express provision of this Agreement. The arbitrator may not modify, add to, or subtract from the express provisions of this Agreement. The decision of the arbitrator within his/her authority shall be final and binding upon the Company and the Union. The expense of the arbitration will be shared equally between the Company and the Union.

6. Deadlines. Any deadline in this Article may be extended by mutual written agreement of the parties.

ARTICLE VI – SENIORITY

1. Definition. Employees shall have seniority as herein provided. Seniority is herein defined as an employee's length of continuous service in years, months, and days from the employee's most recent date of hire or transfer into his current job classification. If two (2) or more employees in a particular classification have the same seniority as determined in this Section, their respective seniority rank will then be determined by their first date of hire by the Company or the Company's predecessor in preceding years. If they have the same date of hire, their seniority rank then will be determined by lot. The Company shall post a seniority list for each Department outlining the seniority list of each employee on February 1st and August 1st of each year.

Unless otherwise provided, if the employee transfers to a new or different classification within the bargaining unit, seniority will commence upon the date of transfer for layoff, bidding and bumping, and overtime purposes, but not for PTO or eligibility for other benefits under this Agreement, in which case seniority shall run from the original date of employment with the Company or its predecessors.

2. Probationary Period. All employees or new hires hereafter shall be considered in probationary status during the first ninety (90) calendar days after their date of hire. They will

have no seniority rights during that period of time. The Company will be free to discipline, suspend, or discharge employees at any time during their probationary period without recourse to the grievance and arbitration procedure in this Agreement. Upon successful completion of the probationary period, the seniority of the employee will date back to his/her date of hire.

3. Accumulation of Seniority. Seniority will continue to accumulate while an employee is on active payroll, exclusive of any period of layoff or track closing.

4. Termination of Seniority. Seniority rights shall terminate if an employee:

(a) Quits or retires;

(b) Is discharged, unless such discharge is found to be arbitrary and capricious;

(c) Is absent for three (3) consecutive days without written notice or call to the Company, unless the employee is unable to give notice due to physical incapacitation or Act of God; in such event, the employee must give notice to the Company no later than twenty-four (24) hours after the physical incapacitation or Act of Gods ends;

(d) Is laid off for a period equal to his seniority or twelve (12) months, whichever is the lesser period of time;

(e) Fails to return to work following the end of an approved leave of absence; and/or

(f) Fails to report to work within seven (7) working days after written notice by registered or certified mail to his/her last address of record recalling him/her from layoff, unless the employee exercises his/her right to refuse recall contained in this Article.

5. Application of Seniority. Seniority shall be utilized for the following purposes:

(a) Scheduling of Employment within Classification. Regular, full-time employees within a classification shall be scheduled first, based on their seniority/length of service. Shift schedules will be determined by management and a bidding process will be held based on business needs. Bidding on schedules/shifts will begin with the most senior employee who is immediately qualified and continue down the list of employees, in order of seniority, until all shifts are filled.

Personnel, hours, and days will be strictly adhered to. No changes to days, times or personnel will be permitted without prior management approval.

The Company will make reasonable efforts to schedule employees pursuant to their bidded start time and days off; however, the Company retains the right to schedule employees based upon the needs of the business. If at any time during the term of this Agreement the Union raises concerns about fluctuating start times of a department or

classification work schedule during a single work week, the Company will consider the Union's proposals to resolve such concerns.

Generally, employees' schedules of work, with the exception of employees working in the Banquets Department, shall not be changed by the Company with less than one (1) week advance notice, subject to the needs of the business. In the event the Company provides less than one (1) week advance notice, the Company shall call the employee to communicate the work schedule change. If the employee is unable to work the changed work schedule, the Company shall solicit qualified volunteers to report to work the shift; provided, however, the Company shall not be required to accept a volunteer to work the shift if by doing so the Company will be required to pay overtime. To the extent the Company is unable to adequately staff a classification when the Company gives employees less than one (1) week advance notice, upon contact by the Company, employees will be required to report to work based on reverse seniority within a classification. An employee's regular workweek scheduled shifts will not be reduced to offset potential overtime caused by the employee's acceptance of the Company's offer to work additional, nonscheduled hours in any given workweek except when the workweek fluctuates according to the needs of the business.

With respect to Banquets Department scheduling, to the extent possible, the Company will post Banquet employees' schedules one (1) week in advance. However, based on the nature of the work in the Banquets Department, the Company has the right to change or establish work schedules with less than one (1) week notice.

Management reserves the right to reopen the schedule bidding process at any time for scheduling or personnel adjustments.

(b) Promotions Within Department. Should a full-time vacancy occur within a department defined in this Agreement, first consideration shall be given to part-time employees performing work in the same job classification within that department. Second consideration shall be given to employees performing work within a lower job classification within the same department. However, the Company has the right to unilaterally determine if an individual in a lower job classification has the skill and/or potential to perform the job. Should these first two (2) considerations not fill the vacant position, the Company may offer the position to an employee of another department, but in no manner is the Company obligated to do so.

(c) Layoff and Recall. The Company may lay off employees within the bargaining unit. The classifications within which such layoffs will occur, the number of employees to be laid off and the timing and length of such layoffs are within the sole discretion of the Company. Generally, whenever the Company determines that the working force is to be decreased, employees shall be offered the right to accept layoff beginning with the most senior employee on the seniority list in the classification in which a layoff will occur, until the number that are to be laid off have agreed to accept such layoff. If a sufficient number of said senior employees do not desire to take a layoff, then the least senior employees in the number required to complete the decrease of the working force shall be laid off provided that the remaining employees have the skills and qualifications to perform the work. When recalling employees, recall shall be offered to employees in the same order in which they were laid off. The more

senior employees who have been laid off may refuse to be recalled, but the employees with the least seniority must accept recall in numbers sufficient to meet the needs of the Company.

If authorized to decline work, such senior employees shall, during said period, or portion thereof for which authorization is granted, be deemed laid off due to lack of work or under circumstances described under Ohio Revised Code Section 4141.29(D)(2)(b)(i) and the Company shall so notify the Bureau of Employment Services, if requested.

(d) Bidding and Bumping. An employee who is being involuntarily laid off may either displace (“bump”) an employee with the least seniority per the seniority list in the same department provided the employee exercising his/her right to bump is immediately qualified to perform the work or accept the layoff. In the event the Company intends to add employees in a given department, the Company shall first recall all laid-off employees as provided earlier in this paragraph within the department. In the event there are new positions available and all employees have been recalled the Company will first post the available opening for at least five (5) calendar days and employees may bid on the job based on their seniority. New positions will be awarded to the employee bidding who has the most seniority, providing that the employee has the skills and qualifications to do the work at the discretion of the Company. At any time, the Company shall determine the number of employees required to work in each classification and department.

(e) Transfers. Should a part-time employee move into a full-time position, the employee shall be the junior full-time employee within that job classification for one (1) year from the date the employee begins full-time employment. After one (1) year in the full-time position, the employee can transfer all his bargaining unit seniority to the classification.

6. Supervisors and Non-Bargaining Unit Employees. Nothing in this Agreement shall apply to supervisors or non-bargaining unit employees of the Company or its affiliates. The selection of said employees shall be at the sole discretion of the Company. Employees covered by this Agreement who accept such positions shall retain their classification seniority for a period of one (1) year then withdrawal. Supervisors and non-bargaining unit employees holding seniority who are terminated may not be eligible for any position covered by this Agreement.

7. Scheduling on Major Race Days. Irrespective of any other provision in this Agreement, on Major Race Days (as defined in this Agreement in Article XIX), the Company may schedule employees for six (6), seven (7), eight (8), nine (9) or ten (10) hour days.

ARTICLE VII – MEALS

1. A suitable place shall be furnished by the Company, adequate as to sanitary space and facilities, where the employees may eat their meals on the Company’s premises.

2. The Company will provide employees with up to a five dollar (\$5.00) credit on meals eaten in the Company employee meal area during working times subject to Company rules

and procedures, that is, it will charge employees three dollars (\$3.00) for certain specified meals worth up to eight dollars (\$8.00) in value subject to Company rules and procedures.

ARTICLE VIII – UNIFORMS

The Company shall furnish any specified uniform or jacket required by the Company, and the Company will provide at least two (2) good uniforms to each employee. Any part of a uniform determined to be “street clothes” that can be worn by the employee outside of work shall be furnished and maintained by the employee. The employee shall be responsible for the cleaning and maintenance of all uniforms or otherwise in accordance with the Company’s policy.

ARTICLE IX – INVESTIGATION OF WAGES, HOURS AND WORKING CONDITIONS

1. Union Stewards. The Union may appoint a reasonable number of Union Stewards from among the employees. Union Stewards may act as Union representatives, or may assist Union representatives in proceedings under Article V (Grievances and Arbitration), and the discussion with the Company’s designated representatives of questions or concerns regarding the Company’s work practices and procedures, provided that a designated Union official provides the Union Stewards and the Company’s designated representative with specific written authorization permitting the Union Stewards to engage in such activity. The Union Steward shall not engage in the authorized activities described above on paid work time. No employee shall participate in meetings, discussions, or other activities with the Union Steward while the employee is on paid work time. Union Stewards engaged in activities authorized by the Union shall comply with the terms of this Agreement.

2. Union Visitation. Representatives of the Union shall have the right to visit the establishment at reasonable times and hours when the employees are least busy in order to investigate matters such as wages, hours, working condition, and employees’ grievances, provided they do not interfere with the Company’s operations. Union representatives shall be permitted to meet with employees (either on an informal one-one-one basis or informally with a small group) in the TDR. With the exception of emergency situations, Union representatives shall notify the Human Resources Director or his/her designee prior to visiting the premises. In the event of an emergency, Union representatives shall notify the Human Resources Director or his/her designee as soon as practicable.

If the Union wishes to hold a formal meeting on the Company’s premises, the Union representative must notify the Company with as much advance notice as possible, but in no event less than twenty four (24) hours in advance of such meeting and the Company shall have the sole discretion to designate the location in which the meeting shall be held. If the Company does not have space available for the Union’s meeting, then the Company and Union

shall discuss alternative dates and/or times during which the meeting may be held on the Company's premises.

ARTICLE X – POSTING OF NOTICES, MEETINGS, REPORTING PAY

1. The business agent or Union member authorized by the business agent shall be permitted to post official notices pertaining to conditions of employment and meeting of the Union, at the appropriate place designated by the Company. Other items, which the Union may wish to post, shall be first cleared by the Company.
2. Roll call or department meetings shall be held during the workday and employees who are off duty may be required to attend. They will be paid their straight time hourly rate.
3. The Company shall place in a conspicuous place a work schedule specifying the starting time, finishing time, and days off for all employees covered by this Agreement. This schedule shall be posted not later than three (3) days before the start of the workweek selected by the Company.

ARTICLE XI – PAID TIME OFF

1. General. It's important to take time away from work to rest, relax and rejuvenate. Paid Time Off ("PTO") provides employees the ability to work with their supervisor in scheduling paid time off for vacations, special days off, wellness, illness, or alternate dates for celebrating holidays.
2. Accumulation. PTO is available to all part-time and full-time hourly employees who otherwise meet the criteria contained herein. It is awarded on an employee's anniversary date as noted in the table below.

The amount of time is based on regular hours worked since the prior award date. Award calculations include overtime hours and PTO taken. (Example: if a person worked forty (40) hours per week for fifty (50) weeks and took two (2) weeks of PTO, their total hours worked would be considered 2,080 for the calculation of their next anniversary award.) Maximum awards are:

Length of Service	Time Off Awarded
6 months	7 days (56 hours)*
1 - 5 years	18 days (144 hours)*
6 - 11 years	23 days (184 hours)*
12+ years	28 days (224 hours)*

*Based on working an average of 40 hours per week

The Company may increase the amount of PTO, or provide that PTO will be awarded at earlier times than provided in this Agreement as long as all similarly situated employees in a given classification are treated in the same manner.

The maximum amounts of time awarded are based on working an average of forty (40) hours per week. Part-time and full-time employees averaging less than forty (40) hours per week will earn a pro-rated amount based on tenure and hours worked since their last award date. In no event will any employee working less than twenty (25) hours a week earn any PTO for that week, however.

3. Carry Over. Once awarded under the Agreement, PTO should be taken before the employee's next anniversary date and their next award period, as provided above.

4. Usage. PTO request forms are available in an employee's department and should be submitted to an employee's supervisor at least two (2) weeks prior to the requested dates. PTO time should be received as far in advance as possible. PTO requests may be denied based upon anticipated business demands and previously approved PTO requests. Please note that department guidelines may require that PTO be submitted more than two (2) weeks in advance. All PTO is subject to manager approval. Managers may deem certain seasonal or peak times unavailable for PTO, and they may otherwise limit PTO slots. Consent to use of PTO will not be unreasonably withheld; however, use of PTO is not permitted on Major Race Days (as defined in this Agreement in Article XIX) without prior approval by the Company in its sole discretion or as otherwise provided in this Agreement.

PTO must be taken in whole hours (not fractions) except once per year if needed to bring an employee's balance to a whole number (for example, employee has seven and three-quarters (7.75) hours on balance). PTO should typically be used in increments of four (4) hours or more.

Employees will be charged PTO if they wish to receive pay for days they call in if they have PTO remaining. Please note that attendance points may still apply per the attendance policy on days on which an employee does not work as scheduled and requests that his available PTO cover such absence. Employees also may use PTO to supplement Short-Term Disability pay.

Any unused PTO will not be paid out upon separation of employment.

5. Holidays. There shall be no paid holidays or holiday premium pay. Rather, holidays will be treated like any other day.

ARTICLE XII – WORKWEEKS, WORK DAYS AND OVERTIME

1. Workdays and Workweek Generally. The normal workday for Regular Employees (as defined in this Agreement) shall consist of six (6), seven (7), eight (8), nine (9) or ten (10) hour days, including such breaks as otherwise provided in this Agreement, as

determined by the Company. Employees shall be paid the actual hours worked. Insofar as reasonably practical, and notwithstanding any other management rights to schedule the workforce contained herein for any business reason, the normal workweek for full-time employees shall consist of five (5) eight (8) hour days, or such other workweek as management shall announce in advance. The workweek is a guideline and not a guarantee of hours, however.

Employees will be eligible for breaks as determined by the Company, but shall have at least one (1) unpaid half hour break after five (5) or more hours of work; however, the Company may schedule breaks based upon business needs.

Any employee appearing for work at his/her scheduled time and who wishes to work, but is not allowed to work, shall be guaranteed pay for half the paid time they are scheduled at his/her hourly base rate of pay. Any employee required to attend a mandatory meeting will be paid for his/her time spent attending that meeting. In no event will the Company be required to pay any employees who show up, but are unable to work due to circumstances beyond the reasonable control of the Company, such as Acts of God, power outages, utility failures, states of emergency, etc.

2. Overtime Scheduling. In the Company's discretion, where there are not enough qualified employees to perform scheduled work within a classification, employees in that classification may be allowed to sign up for and work overtime hours in excess of forty (40) hours in one (1) workweek and may select to work such overtime, pursuant to scheduling processes, if any, enumerated elsewhere in this Agreement. Such voluntary overtime shall be awarded by seniority within the classification in which overtime is required in so far as practical, as long as the employee is qualified to do the work. No employee shall be required to work more than forty (40) hours per workweek unless there are no qualified employees to perform the work that has been scheduled, in which case the Company may require one (1) or more qualified employees to work in inverse seniority unless the employee is on leave or otherwise or for good cause shown, is excused by the Company without precedent. The Company is permitted and will make good faith efforts to rotate such mandatory overtime among the more junior employees in its discretion, but shall not be penalized for uneven distributions of work. The Company may schedule as many employees for overtime as it requires. In the event of emergencies and unexpected requirements for overtime, the Company may request any employees to work overtime irrespective of seniority on a voluntary basis, or require the more junior, available employees to work such overtime in its reasonable discretion.

3. Overtime Payment. Hours worked in excess of forty (40) hours per workweek shall be paid at the rate of time and one-half (1 1/2X) the employee's regular rate of pay.

4. Prohibition Against Pyramiding Premium or Overtime Pay. There will be no pyramiding of or compounding of overtime or other form of premium compensation, if any. That is, no type of overtime or premium pay shall be combined with or paid in addition to any other type of overtime or premium pay. Where more than one (1) overtime rate applies to the same hours of work, the higher rate only shall be paid.

5. No Premium Pay. There shall be no premium pay for working certain shifts, for working certain days or holidays or other events, for serving as shop steward or in other union post, or any other special rate other than the job classification hourly base rate of pay, except for overtime explicitly established in this Article or for Lead Persons Pay established elsewhere within this Agreement.

ARTICLE XIII – CHECK-OFF OF UNION DUES, INITIATION FEES, AND ASSESSMENTS

1. Upon the receipt of a voluntary, written, signed individual authorization form from an employee, the Company agrees to withhold and deduct from such employees earnings, Union dues, initiation fees, and/or assessments.

2. The Union will notify the Company of the amount of the sum to be withheld, and on any changes in such amounts. Deductions will be made from the employee's pay each pay period and properly remitted to the Union, together with a list of employees to who said monies are to be credited. Should an employee have no earnings due in a pay period, deductions will be made from the employee's next succeeding pay. The Union shall notify the Company at least thirty (30) days prior to any contemplated change in the amounts.

3. The Company's obligations to make deductions under this Article shall terminate automatically upon the termination of the employment of an employee, or upon the employee's transfer to a job not listed in Exhibit 1 of this Agreement, or upon the employee's lay off from work or authorized leave of absence. Deductions shall resume following recall, or return from leave of absence, or return to a bargaining unit job, provided the Company is in possession of a then-valid authorization signed by the employee.

4. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Company in complying with the provisions of this Article, and shall indemnify and hold the Company harmless from any and all losses, costs, or expenses, if any, occasioned by or related to any such claims, demands, suits, or other forms of liability.

ARTICLE XIV – WAGES

1. Payroll and Employment.

(a) The Company agrees to pay all employees at the hourly base wage rates outlined in this Agreement.

(b) Employees shall be defined as follows:

(1) FULL-TIME- An employee who is hired on the basis of working five (5) or more days per workweek and is regularly scheduled to work thirty two (32) or more hours per work week.

(2) PART-TIME- An employee who regularly works less than five (5) days per workweek and is regularly scheduled to work less than thirty two (32) hours per work week.

(3) CASUAL- An employee who works on an "on call" basis. Casual employments are not entitled to welfare, pension, paid time off, bereavement, or leave of absence benefits or any other benefits provided exclusively to full-time and/or part-time employees, except as provided by law.

2. Rates and Conditions for Payment.

(a) Starting hourly base rates of pay for each classification for the entire term of this Agreement are set forth in Exhibit 1. Such starting rates shall remain fixed for the entire term of this Agreement. Employees employed in the bargaining unit as of the Effective Date of this Agreement shall be paid an hourly base rate of pay of the starting rate for his/her classification or his/her current hourly base rate of pay, whichever is higher.

(b) Where the Company elects to employ a lead employee in any classification in its sole discretion, where no other wage rate is provided within the Agreement, the Company will agree to pay a rate of \$1.00/hour in addition to the lead employee's hourly base rate of pay.

(c) The Company shall increase the straight time hourly base rate of pay for all employees by or pay a lump sum payment as follows:

(i) Upon the Effective Date of this Agreement, non-probationary employees will receive the lump sum amounts set forth in Exhibit 2 to be paid within two (2) weeks following ratification of this Agreement. To receive the lump sum payment, employees must be employed as of the ratification date and the payment date and have completed the ninety (90)-day probationary period by the ratification date. Eligible employees who are on approved leaves of absence shall receive the lump sum payment in the first pay period following thirty (30) days from the date of their return from such leave.

(ii) Effective at the beginning of the first pay period following April 1, 2017, all employees hired before April 1, 2017 will receive a two percent (2%) increase to their respective hourly base rates of pay, except that employees in classifications that received "market adjustments" to the starting hourly base rate of pay as designated in Exhibit 1 will receive either the new starting rate set forth in Exhibit 1 or a two percent (2%) increase to their respective hourly base rate of pay prior to ratification of this Agreement, whichever is greater.

(iii) In the first pay period following April 1, 2018, non-probationary full-time employees will receive a lump sum payment of \$550.00 and non-probationary part-time employees will receive a lump sum payment of \$350.00. To receive the lump sum payment, employees must be employed as of April 1, 2018 and have completed the ninety (90)-day probationary period by April 1, 2018. Eligible employees who are on approved leaves of absence shall receive the lump sum payment in the first pay period following thirty (30) days from the date of their return from such leave.

(iv) Effective at the beginning of the first pay period following April 1, 2019, all employees hired before April 1, 2019 will receive a two percent (2%) increase to their respective hourly base rates of pay.

(v) Effective at the beginning of the first pay period following April 1, 2020, all employees hired before April 1, 2020 will receive a two percent (2%) increase to their respective hourly base rates of pay.

(d) In no event will employees currently employed as of the Effective Date of this Agreement have their hourly base rate of pay decreased under this Agreement as long as they remain in their current classification. Employees hired (or re-hired) and employees who transfer from one classification to another will receive the starting hourly base rate set forth in Exhibit 1 for the classification into which they are hired (or re-hired) or transferred during the term of this Agreement.

(e) The wage scales set forth in this Agreement are minimum hourly base rates and do not prohibit the Company from paying higher wages to individual employees.

(f) During the term of this Agreement, the Company retains the sole discretion to increase starting hourly base rates of pay for an entire job classification. In such case, the Company will provide the Union with notice of the change.

(g) In the event any rate under this Agreement is lower than the applicable Ohio or federal minimum wage for that position, that rate shall increase to the Ohio or federal minimum wage rate. If, however, the minimum wage is raised to a level which increases any employee's current hourly base rate of pay by two and half percent (2.5%) or more above his current hourly base rate of pay, then he will not be entitled to the annual increase set forth above in Section 2(c) immediately following the increase in the minimum wage.

3. There shall be no compulsory contributions whatsoever of tips to bussers or any other person employed by the Company. However, the Company will encourage bartenders to tip bar porters in a fair manner.

4. There shall be no fines leveled against employees except for loss of guest checks or shortage at bars or stands. All employees working bars or stands will share equally in paying back any shortages from their location. It is understood that the Union will cooperate in helping the Company control any product loss or money shortage problems that occur in all areas of the food and beverage service operation. It is understood that the Company will seek to determine

which employee is responsible for a shortage and, whenever possible, will charge only that employee for the shortage.

5. Management shall not work any job that is a specified Union classification unless patron demands increase and it is not feasible or economical to call in Union employees, as at the end of a work day or in other similar or special circumstances determined necessary by management.

6. Server duties usually shall be limited to those tasks directly related to their work as a server, including side work on table caddies and silverware and light cleaning of their specified work area. Under special circumstances, servers will perform other tasks assigned by management.

ARTICLE XV – RECALL IF DISCIPLINE IN PRIOR 12 MONTHS

When recalling employees as otherwise provided herein, the Company agrees to rehire all previously employed non-probationary Union members who were in its employment at the close of the season, providing they are available and have fewer than three (3) disciplinary actions in the previous twelve (12) months.

ARTICLE XVI – NO INDIVIDUAL CONTRACT

No member of the Union shall be compelled or allowed to enter into any individual contract or agreement with the Company concerning the conditions of employment varying the conditions of employment contained herein, except as may be agreed upon in resolution of any grievance.

ARTICLE XVII – NO STRIKE-NO LOCKOUT

1. The Company agrees not to lock out its employees during the term of this Agreement. The Union agrees for itself, its agents, representatives, and members of the bargaining unit that, during the term of this Agreement, neither it nor they will directly or indirectly call, instigate, sanction, encourage, finance, participate in, or assist in a strike, work stoppage, slowdown, picketing, boycott, or interference of any kind with the Company's operations, deliveries, and suppliers, whether the same is in connection with the dispute between the Union and the Company, or between the Union and any other union, or between the Union any other union with any other company, or between the Union and any other union or individual.

2. If such a strike, work stoppage, slowdown, picketing, boycott, or interference occurs, it shall be the responsibility of the Union, including any and all local officers and

stewards of the Union in the Company's employ, to instruct the employees to cease such activity immediately and to exert every effort to cause any persons violating Section 1 of this Article to cease such violations and return to their jobs.

3. Any employee who violates any of the provisions of this Article shall be subject to immediate discipline, including discharge, at the sole discretion of the Company. Such discipline shall be subject to the grievance and arbitration procedures set forth in this Agreement, only to the limited extent of determining whether a violation of any provision of this Article occurred, and shall not be subject to review on any other grounds.

4. Nothing defined herein shall deny the right of employees covered by this Agreement to honor a lawful picket line of any other employees of JACK Entertainment who are represented by UNITE HERE under separate Agreement(s) in a dispute with JACK Entertainment.

ARTICLE XVIII – DRUG & ALCOHOL TESTING

1. Drug & Alcohol Testing. Subject to the provisions contained herein, the Company has the sole and exclusive right to create, change, or modify reasonable drug/alcohol competency tests and administrator the tests in a reasonable fashion. Under the conditions of Section 2 below, all employees will be required to take such tests. The refusal to take such tests will result in the employee's immediate discharge without recourse to the grievance and arbitration procedure in this Agreement.

2. Depending upon the results of said testing; the employee may be suspended without pay and may be referred to a drug or alcohol rehabilitation program as set forth below. If the employee successfully completes the rehabilitation program and commits to any required follow-up treatment protocol(s), the employee shall be reinstated to his/her former position without loss of seniority and will be subject to random testing for a period of one (1) year after return to work. During this one (1)-year period, if the employee refuses or fails to pass a drug/alcohol test, the employee will be discharged. The only issues eligible for arbitration will be the reasonableness of the test and administration, and whether rehabilitation was provided if required. If the arbitrator finds that the Company complied with these provisions, the penalty of discharge will not be subject to modification by the arbitrator.

3. Drug-Testing Procedure. The Company has the right to test for illegal substances and alcohol usage subject to the following conditions:

- (a) The Company shall pay all costs incurred;
- (b) Testing may be for reasonable cause, following an accident, or any other reason required by any regulatory agency;
- (c) Drug testing will be by urinalysis, while alcohol testing will be by Breathalyzer;

(d) If the initial test results of a drug test exceed impairment levels (which shall be the same as impairment levels established by the Company for non-bargaining unit employees at Thistledown who are subject to drug/alcohol testing), a confirmatory test of the same sample will be taken. If the confirmatory results exceed the impairment levels, then the drug test results will be deemed positive and the employee shall be presumed to be under the influence of illegal drugs and will be subject to discharge;

(e) A blood alcohol level in excess of .08 shall provide absolute presumption that the employee is under the influence of alcohol and will be subject to immediate discharge;

(f) Any employee who has contributed to an accident which has caused property damage to the Company's property, customer property, or any other property or personal injury to themselves or another individual, will be subject to being tested at the Company's discretion;

(g) If the employee tests negative and without a detectable amount for other illegal substances, he/she will be paid for all lost time incurred as a result of the testing;

(h) The refusal or failure of an employee to submit to the aforementioned, regardless of the reason, shall be cause for immediate discharge;

(i) Employees who test positive for alcohol or employees whose test results indicate misuse of prescription drugs will be afforded an opportunity to enroll in a rehabilitation program of his/her choice, subject to approval by the Company, in lieu of discharge. Employees participating in such rehabilitation program will be considered to be on a Medical Leave of Absence (see Article XXII). Upon successful completion of the rehabilitation program and after presentation of notice of completion to the Company, the employee will be reinstated to their former position without loss of seniority. Upon return to work, it is understood that the Company has the right to test the employee for the presence of drugs (or alcohol) for a period of one (1) year following return to work. Should an employee fail to successfully complete a rehabilitation program or any subsequent test within the above referenced one (1)-year period, the employee will be immediately terminated.

(j) Employees who seek rehabilitation on their own prior to being subject to any of the testing procedures outlined above for either the misuse or abuse of alcohol or otherwise legal drugs (so-called prescription drug misuse), shall be placed on a Medical Leave of Absence (see Article XXII) and required to enroll in a rehabilitation program of his/her choice, subject to approval by the Company. Upon successful completion of such a program, the employee shall return to work to their former position and will be subject to random testing for a period of one (1) year after return to work. During this one (1)-year period, if the employee refuses or fails to pass a drug/alcohol test, the employee will be discharged. The only issues eligible for arbitration will be the reasonableness of the test and administration, and whether rehabilitation was provided if required. If the arbitrator finds that the Company complied with these provisions, the penalty of discharge will not be subject to modification by the arbitrator.

(k) Notwithstanding voluntary rehabilitation outlined above, no employee will be offered the opportunity to undergo rehabilitation more than once during their employment at the Company. If an employee who has previously undergone rehabilitation again tests positive under this Article, they shall be subject to discharge. Notwithstanding this Section, in the event that any regulatory agency having jurisdiction over the employees of Company has stricter regulations concerning drugs and alcohol than this Article, those regulations shall be followed and supersede this provision where it is in conflict with this Article, for any employees covered by such regulations.

ARTICLE XIX – ATTENDANCE POLICY

Attendance. Employees are required to work their scheduled hours and be on time to provide fast and flawless service every shift. An employee who is excessively absent or late creates an inconvenience for our guests. In addition, it places an unfair burden on co-workers who may have to perform additional work or may be called in on their day off.

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

The Attendance Policy is based on a twelve (12) point system. Points are accumulated when an employee is late, leaves early, is absent from work and/or fails to follow proper call-in procedures. A total of twelve (12) points in any twelve (12)-month period results in separation of employment. A total of four (4) points during an employee’s first ninety (90) days of employment results in separation of employment.

It is the employee’s responsibility to notify the employee’s leader at least two (2) hours prior to the start of the employee’s shift if the employee is going to be late or absent. If the employee does not follow the employee’s department call-in procedures, it will result in additional point accumulation as noted below. Being on time means being at the employee’s workstation and fully prepared to begin work at the employee’s scheduled start time.

Incidents will be recorded as follows:

INCIDENT	POINTS
One Day Absent	1 point*
Consecutive Absences: <ul style="list-style-type: none"> • 1 point for the first day of absence • 1/2 point for each day of consecutive absence thereafter 	1 point first day*
(Please refer to Leave of Absence guidelines; for example if absence is due to overnight hospitalization, or employee missing more than three (3) consecutive days of work and requiring follow-up treatment, or continuing treatment for chronic condition, pre-natal care, birth of child or caring for a family member with a serious health condition may be eligible for Leave of Absence; points are	1/2 point each consecutive day thereafter*

not recorded for an approved Leave of Absence)	
Patterned Absence may include but is not limited to calling off on same days of the week, days before or after days off, days before or after payday, days before or after holiday, etc.	2 points*
Late for Work	1/2 point*
Leaving Work Early (unless due to business demands or approved in advance)	1/2 point*
Leaving Work before completing two (2) hours of shift	1 point*
No Call/No Show by end of 2nd hour of shift	4 points
Denied Day Off (formal request for a day off was denied but the employee calls out as an absence; includes denied Shift Request to switch schedules	3 points*
Mandatory Meetings – absence/lateness/no call/no show	Points apply as above
Training Classes – absence/lateness/no call/no show	Points apply as above
ADDITIONAL POINTS – FAILURE TO FOLLOW CALL-IN PROCEDURES	POINTS
Failure to call in at least two (2) hours before the start of the shift if not prevented by extreme circumstances beyond their control	1/2 point additional
Calling in after start of shift if not prevented by extreme circumstances beyond their control	2 points additional

*On designated high volume/special event/promotion days (defined below) the attendance points will be doubled.

Points are not recorded for:

- Approved Jury Duty
- Approved Bereavement Leave
- Approved Family Medical Leave (please see Family Medical Leave guidelines).
However, employees on intermittent leave must follow proper call in procedures for each shift not worked due to intermittent leave.
- Approved Non-FMLA Medical or other approved Leave (please see Non-FMLA Medical Leave and other leave guidelines)
- Approved Personal Leave (please see Personal Leave guidelines)
- Approved Military Leave
- Documented on-the-job injury
- PTO-covered absences (except as otherwise provided)
- Additional time off allowed pursuant to this Agreement subject to the employee following the proper procedures, or any other leave required by law.

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

An employee can also reduce his/her point total if he/she does not incur any points (full points or fractions of a point) under the Attendance Policy (excluding time spent on any approved leave of absence) for one hundred eighty days (180) from the date of the last attendance infraction. That employee will have one (1) point [or any fraction of a point if an employee has less than one (1) point] removed from his/her attendance record. It is the employee's responsibility to notify his/her coach or leader when he/she believes he/she has

achieved perfect attendance during the previous one hundred eighty (180) days. This one hundred eighty (180) days will be tracked retroactively from the inception date of this policy.

Employees who have available PTO time may, but are not required to, use PTO time for shifts on which they call out for the entire shift.

For up to two (2) days in a rolling twelve (12) month period, an employee may request to use PTO for sickness/illness and he/she will not receive any points for the absence, provided **ALL** of the following conditions are met:

- The employee has four (4) points or less on his/her attendance record at the time of the request;
- The employee has PTO available to use to cover his/her entire shift;
- The employee calls off at least two (2) hours in advance in accordance with the Company's established call-in procedure;
- The employee submits the PTO Request Form on the employee's next day at work; and
- The employee provides appropriate documentation of sickness/illness (e.g., a doctor's note).

This provision does not apply to blackout high volume/special event/promotion days (as defined below), denied days off and/or pattern absences.

Employees are responsible for keeping track of their point totals. Written notification should be issued at each point during the orientation period; after completion of the orientation period, written notification will be issued at 3/7/11/12 points. However, failure to receive written notification is not grounds to avoid receiving discipline up to and including separation of employment.

The Company reserves the right to review each situation on a case-by-case basis in its sole discretion. It is understood that there may be extenuating circumstances, particularly in cases relating to the Americans with Disabilities Act.

High Volume/Special Event/Promotion Days. The Company, in its sole discretion, may declare up to forty (40) days as high volume/special event/promotion days throughout each calendar year for which attendance points recorded are doubled. The following holidays will be considered blackout high volume days (referred to as "High Business Volume Days"):

- New Year's Eve
- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Halloween

- Thanksgiving Day
- Christmas Eve
- Christmas Day

In addition to the holidays listed above, the following “Major Race Days” will be considered blackout High Business Volume Days:

- Kentucky Derby
- Preakness
- Belmont
- Ohio Derby
- Breeder’s Cup

*High volume/special event/promotion days are subject to change and any special events/promotion days may be deemed High Business Volume Days and if necessary will be posted as blackout dates at least fourteen (14) days in advance.

ARTICLE XX – BEREAVEMENT

1. In the case of a death in the immediate family, namely the death of a parent, spouse, child, brother, sister, legal guardian, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-law, grandparents, spouse’s grandparents, great grandparents or grandchildren, of a regular full-time employee requiring the employee’s absence from his/her regularly scheduled assignments for the purpose of arranging or attending the funeral, the employee shall be granted a leave of absence of up to three (3) consecutive, scheduled workdays with pay at the employee’s hourly base rate of pay. These categories include step and current foster relatives. The Company, in its sole discretion, may require proof of death and/or relationship to the employee. A “regular full-time employee” for purposes of bereavement leave and jury duty shall be any employee who regularly works at least thirty (30) hours per week.

2. Employees who are not eligible for the paid bereavement leave described above shall be granted unpaid time off at the discretion of the Human Resources department. Attendance points will not be assessed for such time off if such employees receive such prior bereavement approval.

ARTICLE XXI – JURY DUTY

1. All full-time and part-time employees will receive paid time off at the employee’s regular rate of pay for time spent serving on jury duty or appearing as a witness in court or at deposition when on behalf of the Company, less jury or witness fees received. Such civic duty

pay is based on the number of hours the employee otherwise regularly would have worked on the days at issue. An employee who is subpoenaed to appear in court or at deposition when not on behalf of the Company will receive excused, unpaid time off for such time spent in civic duty service.

2. To receive civic duty pay and/or an unpaid excused absence, an employee must promptly notify his or her supervisor upon receiving notice of an obligation to serve as a juror or appear as a witness on behalf of the Company. The employee must also provide his or her supervisor copies of the jury summons or subpoena and written documentation of performed jury or witness duty and any fees received.

3. Employees appearing in their own case as a plaintiff or defendant or for a court or deposition appearance not on behalf of the Company will not receive civic duty pay. Vacation or other paid time off should be used for such instances.

ARTICLE XXII – LEAVES OF ABSENCE

1. The Company will provide certain leaves of absences as required by law and/or as provided for in its policies, as may be modified from time to time. Such leaves may include:

- a. Family and Medical Leave of Absence (“FMLA leave”);
- b. Non-FMLA Medical Leave of Absence;
- c. Military Leave of Absence; and/or
- d. Personal Leave of Absence.

2. Multiple Leaves. An employee can request more than one type of leave. For example, an employee may request FMLA leave and then later request a Military Leave of Absence. Appropriate eligibility criteria and documentation, as provided for in the specific policies, must be met for each request for leave.

3. Benefits. While out on leave, the employee will pay the employee portion of his/her insurance premiums. At the end of the applicable leave period, if the employee does not return to work, the employee’s coverage will be cancelled and COBRA will be offered.

4. Eligibility. Eligibility for each type of leave is governed by the applicable leave policy for the requested leave. Eligibility for one type of leave does not guarantee eligibility for other leave types.

5. Requests for Leave. Employees seeking leave should contact the Human Resources Department for more information, including information on eligibility and requirements for leave.

6. Union Leave. The employee holding the position of principal business agent (or equivalent position) for the Union shall be recognized as being on leave of absence until such time as the person holding said office or responsibility desires to return to active employment at the Company. During the tenure as principal business agent (or equivalent position), he/she will retain the seniority he/she had at the time of taking the position.

Employees that attend any Union activities for steward training, schools, etc., will be granted a leave of absence as long as they give the Company reasonable advance notice. Such leave of absence cannot take place on a Major Race Day as defined in this Agreement in Article XVI (Attendance Policy). No employee may take more than two (2) weeks of such leave in a given calendar year.

7. Employees must use available paid time off concurrently with any unpaid leave of absence, except that they may choose to retain the equivalent of three (3) days.

ARTICLE XXIII – HEALTH AND WELFARE

Effective upon hire, eligible employees covered by the Agreement shall have the option to elect, under the terms and conditions generally available to similarly situated non-bargaining unit employees employed by the Company pursuant to the plan documents of such plans, health insurance (“the Company Health Insurance Plan”). The Company reserves the unilateral right to amend, modify, and/or rescind the Company Health Insurance Plan only to the extent that such Plan changes apply in equal force to the Company’s similarly-situated 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.

ARTICLE XXIV – 401(k)

During the term of this Agreement, eligible employees may voluntarily participate in the Company’s 401(k) Plan (the “Plan”) in accordance with the Company’s rules and regulations governing the Plan. The Company will match \$.50 for every \$1.00 of an employee’s contributions to the Plan, up to a total of four percent (4%) of an employee’s compensation, or as otherwise provided under the terms of the Plan. The Company reserves the unilateral right to amend, modify and/or rescind the Plan, including elimination of the Company’s matching contribution, only to the extent that such Plan changes apply in equal force to the Company’s similarly situated non-bargaining unit employees in Ohio. The Company reserves the unilateral right to change plans, vendors and/or administrators. 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.

ARTICLE XXV – VOLUNTARY CHECK-OFF OF POLITICAL CONTRIBUTIONS

1. The Company agrees to deduct from the wages of its employees who are members of the Union and who have voluntarily authorized such contributions on forms provided for that purpose, contributions to the Union's separate segregated political funds. The amounts deducted pursuant to such authorization shall be transmitted monthly together with a list of names of employees from whom deductions were made. Such sums shall be transmitted separate and apart from any dues money.

2. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Company in complying with the provisions of this Article, and shall indemnify and hold the Company harmless from any and all losses, costs, or expenses, if any, occasioned by or related to any such claims, demands, suits, or other forms of liability.

ARTICLE XXVI – UNEMPLOYMENT COMPENSATION

1. The Company and the Union agree that the Company is not engaged in a seasonal industry, nor are the employees covered by this Agreement employed in seasonal employment. Consequently, the employees are covered by the Ohio Unemployment Compensation Law, currently Chapter 4141 of the Ohio Revised Code without any kind of restrictions generally applicable to a seasonal business. Based on its potential operating season in the future, the Company may be entitled to apply for and be granted a seasonal exemption. The Company agrees that it will not apply for or take advantage of any seasonal or similar exemption based on the annual period of operations during the term of this Agreement or any extension thereof.

2. The Company participates in Ohio's Unemployment Compensation Program as mandated by Ohio law and its employees are covered by this program without any disqualification, limitation or restriction of any kind based upon the employee or employees being employed in seasonal employment or in a seasonal industry. Notwithstanding the above, the Company retains the right to contest an employee's claim on the basis that he/she has not worked for the Company for the minimum period of time in order to be eligible for unemployment compensation benefits.

3. The Company agrees that in the event any employee or employees covered by this Agreement is/are disqualified, limited or restricted, in whole or in part, in entitlement to unemployment compensation benefits under Chapter 4141 of the Ohio Revised Code on the ground that they are employed in a seasonal employment or in a seasonal industry, the Company shall assist the employee or employees in appealing such determination.

It is specifically agreed that in the case where an employee or employees is/are disqualified, limited or restricted, in whole or in part in entitlement to or receipt of unemployment compensation benefits or benefits payment under Chapter 4141 of the Ohio

Revised Code as a result of the Ohio Bureau of Employment Services claim of an overpayment of benefits to the employee or employees, regardless of the year of the asserted overpayment, and where such claim of overpayment is based on seasonal status of the Company or the racing industry, the Company shall assist the employee or employees in appealing such determination.

The provisions of this Article shall be severable so that should any one or more be deemed finally invalid or unenforceable by or in any governmental agency or court of law, the other provisions of this Article shall remain in full force and effect.

ARTICLE XXVII – MISCELLANEOUS

1. Representation. In any case in which the Company is solely seeking information about an event, Union representation may not be necessary. However, if a more in-depth discussion is needed about an event which may require the questioning of an employee and which may result in the disciplining of an employee, the employee to be questioned shall be informed of his/her right to representation by the Union before said interview and shall be permitted Union representation if the employee so requests. Said interviews shall be held in private.

Union representatives shall be permitted to meet with employees upon notice to the Company while employees are on breaks or are not performing work, so long as said meeting takes place without interfering with customer service or other business operations of the Company, as determined by the Company. A Union representative shall not be “behind the lines” meeting with an employee unless permission has been granted to the Union by the Company.

2. Parking. Employees who are scheduled and instructed to work and who report for work in condition to work shall be provided with free parking facilities during their working hours as long as free parking facilities are provided to non-bargaining unit employees. Such parking areas shall be designated by the Company and employees shall only park in such designated areas.

3. Participation in Employee Recognition Program. Non-probationary employees will be eligible to participate in the Company’s incentive / recognition program for front line employees, if such a program is offered. The actual program is per Company design and subject to change from time to time.

4. Tuition Reimbursement. The Company shall offer bargaining unit employees the tuition reimbursement program, as provided and modified by the Company from time to time to similarly situated hourly non-bargaining unit employees within Ohio, on the same terms and conditions of employment as that provided to similarly situated employees within Ohio.

ARTICLE XXVIII – SEVERABILITY, WAIVER AND NO DISCRIMINATION

1. General Provisions. This Agreement, and executed side letters attached hereto, contains all of the covenants, stipulations and provisions agreed upon by the parties hereto. No agent or representative of either party has the authority to make, and the parties hereto shall not be bound by nor liable for, any statement, representation, promise, inducement or agreement not set forth herein. Any provisions in the working rules of the Union with reference to the relations between the Company and the employees and any memorandum of agreement, private agreement, side letter or other informal agreement not specifically reaffirmed in this Agreement shall be deemed to be waived. This Agreement may be executed in multiple counterparts, the various counterparts being deemed a single document.

2. Invalidity. In the event that any provision of this Agreement shall be rendered invalid by applicable legislation or be declared 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. The parties agree to attempt to cure such invalidity by negotiations and to submit the matter to arbitration if such negotiations are unsuccessful.

3. No Discrimination. There shall be no discrimination against any employee because of Union membership or lawful Union activities or because of race, color, sex, age, religion, national origin, disability, sexual orientation, or any other category protected by applicable law nor will the Union or the employees engage in such conduct.

ARTICLE XXIX – SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties, their successors and assigns. In the event of a sale, merger, consolidation or other transfer of the business of the Company, the successors in ownership or control shall become a party to this Agreement in place of the present Company and the service of all employees shall be based on their consolidated roster services to both the Company and each and every successor company.

ARTICLE XXX – TERM OF THE AGREEMENT

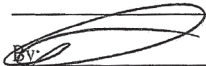
Term of the Agreement. Except as specifically otherwise provided for herein, this Agreement shall become effective on February 6, 2017 (“Effective Date”), and shall continue in full force and effect through March 31, 2021, and from year to year thereafter, unless either party hereto shall notify the other, in writing, by certified mail or express mail, not less than sixty (60) days prior to March 31, 2021, or the 31st day of March of any succeeding year, of a desire to terminate, modify, or amend this Agreement. In the event that neither party gives the sixty (60) day notice, as specified above, the entire Agreement shall automatically be renewed for the

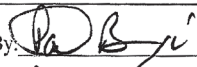
succeeding twelve (12) month period from April 1, 2021, and from April 1 of any succeeding year, as the case may be.

IN WITNESS WHEREOF, the Company, on behalf of its duly authorized officers, who approve and accept this Agreement, and the Union on behalf of its officers, agents, and members, have executed this Agreement.

JACK THISTLEDOWN RACINO LLC

UNITEHERE! LOCAL 24



By: 

Its: Senior Vice President & GM

Its: R.O.D.

4-26-17

4-16-17

Date

Date

EXHIBIT 1

<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>	<u>STARTING BASE HOURLY WAGE RATE</u>
Banquets	Banquet Server – Lead	\$8.64
	Banquet Food Server	\$8.12
	Banquet Bartender	\$12.48
Casino Bars	Bartender	\$12.48
	Bar Porter	\$9.00*
	Beverage Server	\$6.24
VIP Bar	VIP Bartender	\$12.48
Steakhouse, Diner, Main Kitchen, Burger Place, and Past Bar	Cook I	\$11.44*
	Cook II	\$13.53
	Cook III	\$15.61
Diner (including Silks)	Busperson	\$9.23
	Host/Cashier	\$10.40
Steakhouse and Diner (including Silks)	Food Server	\$8.17
Steakhouse	Restaurant Bartender	\$12.48
	Server Assistant	\$9.23
	Maitre D	\$11.00*
Main Kitchen	Baker I	\$12.48
	Baker II	\$14.57
	Utility Dining Room	\$11.00
Pasta/Noodle Bar	Pasta Bar Attendant	\$10.40
Snack Bar and Burger Place	Snack Bar Attendant	\$10.40
	Concession Lead	\$11.44
Stewards	Steward	\$10.00*

* Classifications that received “market adjustments” to the starting hourly base rate of pay.

EXHIBIT 2

<u>DATE OF HIRE AND STATUS</u>	<u>LUMP SUM AMOUNT</u>
Non-probationary full-time employees hired before January 1, 2013	\$1,000.00
Non-probationary full-time employees hired between January 1, 2013 and March 31, 2016	\$550
All non-probationary part-time employees and full-time non-probationary employees hired between April 1, 2016 and the Effective Date	\$300

ATTACHMENT A – EXAMPLES OF DISCIPLINARY OFFENSES AS FROM WORK RULES

The following are examples of, but not in any way all of, the more serious offenses, which will be cause for immediate suspension or discharge, at the Company's sole discretion, upon the first occasion.

1. Theft, dishonesty, or fraud.
2. Misrepresentation, falsification, or nondisclosure upon any oral or written report, or upon the employment application.
3. Refusal, or repeated failure to follow instructions of a supervisor.
4. Repeated absenteeism.
5. Repeated tardiness or early departure.
6. Consuming, being in possession of, selling or exchanging alcoholic beverages, controlled substances, nonprescription drugs, or other mood or behavior altering substances during work hours, on the Company's premises at any time in violation of Company policies and/or applicable law.
7. Reporting for or being at work under the influence of alcoholic beverages, controlled substances, nonprescription drugs, or other mood or behavior altering substances.
8. Reporting for or being at work with the smell of alcohol on the breath or the person.
9. Fighting or horseplay on the premises.
10. Repeated unacceptable job performance or failure to meet work standards.
11. Violation of any House Rule or regulation.
12. Failure to satisfactorily account for merchandise, tickets, money, or property entrusted to the employee or that the employee may have access to as an employee.
13. Insolence, insubordination, or lack of courtesy to customers, guests, fellow employees, supervisors, vendors, or managers.
14. Failure to maintain reasonable standards of personal appearance, sanitation and cleanliness required by the Company.
15. Sleeping on the job.

16. Damage to or loss of the property or equipment of the Company, a fellow employee, a guest, or customer.
17. Failure or refusal to wear a badge or uniform when required to do so by the Company.
18. Refusal to sign for receipt of work rules and regulations.
19. Being absent for two (2) days/no-show/no-call except as provided by applicable law.
20. “Rehashing” of cups, which is defined as either (a) sale or possession of a used, washed, soiled, or unauthorized cup; or (b) existence of a used, washed, soiled, or unauthorized cup in a stand.
21. Any other conduct seriously detrimental to the Company, a fellow employee, guest, or customer; or inconsistent with the best interest of the Company, a fellow employee, guest, or customer.

ATTACHMENT B – BANQUET CONDITIONS

For a Banquet event, the Service Fee charged on food and included beverages shall be shared as follows:

- Twelve percent (12%) of the amount charged for food and included nonalcoholic beverages shall be shared equally by the Banquet Servers who work the event.
- Six percent (6%) of the amount charged for food and included nonalcoholic beverages shall be shared equally by the Bar Porters and back of house employees who work the event.
- Twelve percent (12%) of the amount charged for bar sales (i.e., a hosted bar) shall be shared equally by the Banquet Bartenders who work the event.
- Six percent (6%) of the amount charged for bar sales (i.e., a hosted bar) shall be shared equally by the Banquet Servers who work the event.

A “Banquet event” under this Attachment B shall also include buffet service, if offered, on Major Race Days (as defined in Article XIX) at Thistledown.

Any Service Fee charged for an “in-house” Banquet event that is discounted by the Company shall be calculated based on the pre-discounted cost of the event.

For Banquet events that include either a hosted or cash bar, Banquet Bartenders shall be permitted to place a tip jar/container of a design and in a location to be determined by the Company in its reasonable discretion.

The Company shall schedule Banquet Department employees by seniority for Banquet event work prior to scheduling other qualified employees or third parties for such work as provided in Article I, Section 2(a).

It is expressly understood that all non-Banquet Department food and beverage sales are exempt from the above banquet conditions.

MEMORANDUM OF UNDERSTANDING

Jack Thistledown Racino LLC (the "Company") may subcontract bargaining unit work performed by employees represented by Unite HERE (the "Union") to third party vendors who are not subject to the terms of the collective bargaining agreement (the "Agreement") between the Company and the Union as follows:

The Company and Union agree that the Company may continue to sublease the area of the Company's facility currently subleased to Corky and Lenny's to any third-party vendor to operate, lease, own, or manage a food outlet or other type of operation and that the Agreement shall not extend to such leases or their employees.

The parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives:

Agreed by: 
UNITE HERE

4-21-17
Date

Agreed by: 
JACK THISTLEDOWN RACINO LLC

4-26-17
Date

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