

**COLLECTIVE BARGAINING AGREEMENT**

*between*

**JACK CLEVELAND CASINO LLC**

*and*

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

**Effective Date: March 27, 2021**

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## PREAMBLE

This collective bargaining agreement (hereinafter referred to as the "Agreement") is made and entered into this 27th day of March, 2021, between JACK CLEVELAND CASINO LLC (the "Employer") and the CLEVELAND / CINCINNATI OHIO CASINO WORKERS COUNCIL, CLEVELAND, OHIO (the "Union" or "CCOCWC"), together the "Parties", and covers Team Members in the Bargaining Unit set forth below at Employer's facility located at 100 Public Square, Cleveland, Ohio.

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

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

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

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

### ARTICLE 1: RECOGNITION

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

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

Section 1.2: Bargaining Unit Team Member Types Defined:

1.2(a): Full Time Team Member: An employee who is generally scheduled to work on average thirty (30) or more hours per week. Time taken for jury duty, bereavement leave, or other time specifically allowed by Employer policy will be counted as full-time service for Long Term Disability plan purposes.

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

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

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

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

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

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

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

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

## **ARTICLE 2: MANAGEMENT RIGHTS**

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

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

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

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

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

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

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

### **ARTICLE 3: UNION REPRESENTATION**

Section 3.1: Non-Team Member Union Representatives. The Union shall advise the Employer, in writing, of the names of designated non-Team Member Union representatives who shall have the right to visit the Employer's establishment in order to investigate matters related to the administration of this Agreement, subject to the requirements set forth below. In no event shall the designated Union representatives be employees of any other casino. Such visits shall not be made at such times or in such manner as shall interfere with the Employer's proper management and operation of its business, the work responsibilities of Team Members, or the Employer's customers. Union representatives will be required to report to Security, comply with all Security

protocol and procedures, and sign and wear identification while on the Employer's premises. Union representatives' interactions with Team Members for the purpose of this Article shall be limited to Team Member non-work time and in non-public areas of the Employer's facility. Union representatives shall notify the Human Resources department in advance of any such visit described above.

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

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

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

Section 3.5: Union Data Requirements. Upon request, the Employer shall provide to the Union on a monthly basis the names and job classifications of all new Bargaining Unit hires and Bargaining Unit Team Members who were voluntarily or involuntarily separated from their employment during the preceding thirty (30) days. Upon request, the Employer shall provide to the Union on a quarterly basis a full work force roster of all Bargaining Unit Team Members.

Section 3.6: In the event the Employer offers an orientation for new Team Members, the Employer will make reasonable efforts to notify the CCOCWC within seven (7) days, or as soon as practicable, of an orientation that new Bargaining Unit Team Members are scheduled to attend. Such notification will include the name(s) of the new Bargaining Unit Team Members, and the department(s), and classification(s) in which they have been hired. The Union will be permitted up to meet with the new Bargaining Unit Team

Member(s) during the orientation for a reasonable period of time at the time and location designated by the Employer in its sole discretion. The subject matter of the Union's presentation shall be limited to information relating to Union membership.

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

#### **ARTICLE 4: UNION SECURITY**

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

Section 4.2: Indemnification. The Union and the labor organizations comprising the CCOCWC will indemnify and save the Employer harmless against any and all claims, demands or other forms of liability which may arise out of, or by reason of, any action taken or not taken by the Employer, at the request of the Union, or one of the labor organizations comprising the CCOCWC, in accordance with the provisions of this Article.

Section 4.3: Enforcement Mechanism. The Employer shall provide the Team Member with the appropriate Union dues deduction card at the time the Team Member is hired. Within fifteen (15) days after receipt of written notice from the Union that any Team Member covered by this Agreement has failed, pursuant to the terms of this Article, to tender payment of the periodic dues and initiation fees uniformly required as a condition of acquiring membership in the Union, the Employer will terminate such Team Member.

#### **ARTICLE 5: DUES CHECK-OFF**

Section 5.1: The Employer, during the term of the Agreement, agrees to deduct each month Union membership dues and initiation fees from the pay of those Team Members who have voluntarily authorized such deductions in writing (the "Authorizations") as

provided in Section 5.3 and Section 5.4. Such membership dues shall be limited to amounts properly levied by the Union, or the labor organizations comprising the CCOCWC.

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

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

Section 5.3: The original or a facsimile of a properly executed form for each Team Member for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under forms which have been properly executed and are in effect. Any form which is incomplete or in error will be returned to the Union and/or the appropriate labor organization comprising the CCOCWC by the Employer.

Section 5.4: The Employer shall provide the Team Member with the appropriate Union Authorization at the time the Team Member is hired. Check-off deductions under all properly executed Authorizations which have been delivered to the Employer on or before the fifteenth (15th) day of any particular month thereafter shall begin with the following calendar month.

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

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

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

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

Section 5.8: Any Team Members whose seniority is broken by death, voluntary resignation, discharge, or layoff, or who is transferred to a position outside the scope of the Bargaining Unit, shall cease to be subject to check-off deductions beginning with the month immediately following that in which such death, voluntary resignation, discharge, layoff, or transfer occurred.

Section 5.9: The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon the Authorizations submitted to the Employer by any or all labor organizations comprising the CCOCWC.

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

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

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

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

## **ARTICLE 6: COMPLIANCE WITH OHIO CASINO CONTROL ACT / LICENSING**

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

Section 6.2: If within thirty (30) days following termination or forfeiture of the Team Member’s license, the OCCC reverses its decision and reinstates the Team Member’s

license, the Employer will reassign the Team Member to his former position, if available, or will make reasonable efforts to find a comparable position in his previous classification for which the Team Member is qualified. In either case, the Team Member will be credited with seniority accrued prior to termination, but will not be entitled to backpay. In the event that the Employer is unable to assign the Team Member a position, the Team Member will be placed on lay off status, pursuant to Article 9.

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

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

## **ARTICLE 7: HOURS OF WORK / SCHEDULING / WORK ASSIGNMENTS**

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

Section 7.2: Scheduling. The Employer shall determine and prepare work schedules according to business needs in its sole discretion. If the Union is concerned about shift start times, shift length and/or days off scheduling, the Union may request that the Parties meet and confer to discuss the issues. Upon such request, the Employer shall agree to such meeting and discuss the Union's concerns. The Employer may conduct rebids within a single classification or department or multiple classifications or departments at its discretion. The Employer shall provide the Union with seven (7) days' notice of such rebid. Generally, the Employer shall be limited to one (1) departmental rebid on an annual basis per department, absent a change in business conditions, including Team Member turnover, department restructuring, staffing changes, and change in work assignments.

Section 7.3: Team Members may bid on each such re-bid within their respective department by job classification and employment status (i.e., full time or part time). Where more than one (1) Team Member bids on a particular schedule, the Team Member with

the highest Classification Seniority will be assigned the schedule, provided the Team Member has the qualifications and abilities to perform satisfactorily the work on that particular schedule.

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

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

Section 7.4: Posting of Schedules. In each department the Employer shall post each week, in a conspicuous place available to Team Members, a work schedule showing the classification, first and last name, and Classification Seniority and House Seniority date of each Team Member, and specifying days off and starting and end times. The Company will post schedules fourteen (14) days ahead of the actual work week on a departmental basis where practicable. (In the event the Employer's work scheduling software program does not allow it to include this information on the work schedule, the Employer shall post a separate document stating this information next to the work schedule.) The Employer retains the sole discretion to schedule start times on weekly schedules based upon its business needs. The Employer shall endeavor to schedule within the projected start times by shift set forth in Section 7.2 above. Generally, weekly scheduled start times will vary by department within a range of two (2) hours before or two (2) hours after the start time of the bid line. The Employer will vary the start time of the least senior qualified Team Member(s) whose bidded start time is closest to the scheduling need.

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

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

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

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

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

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

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

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

Section 7.7: Rest Periods and Meal Breaks.

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

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

At least 14 hours but less than 16 hours	90 minutes
At least 16 hours	120 minutes

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

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

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

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

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

Section 7.9: Force Outs. In the event that there are an insufficient number of Early Out volunteers, the Employer may require Team Members within the appropriate job

classification(s) to leave work before the completion of their shift ("Force Out"). Force Outs will be assigned on the basis of reverse Classification Seniority, except where the Employer determines in its sole discretion that the more junior Team Member designated for Force Out is needed to complete his scheduled shift, in which case the next most junior Team Member on the Classification Seniority list who is not needed to complete his shift shall be Forced Out. Team Members who are selected for Force Out are paid only for time actually worked or four (4) hours, whichever is higher. For the purpose of determining eligibility for benefits, a Team Member who is forced out pursuant to this Section will have all hours he would have worked had he not been Forced Out count toward the Team Member's benefits eligibility. On Call Team Members will be selected for Force Out prior to any Part Time or Full Time Team Members unless in the Employer's sole discretion the Part Time or Full Time Team Members do not have the qualifications and abilities to satisfactorily perform the required work.

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

## **ARTICLE 8: DISCIPLINE AND DISCHARGE**

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

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

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

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

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

The Team Member may add a rebuttal statement to the file, and may have a copy of the file. The Employer agrees that there will be one official personnel file (exclusive of any separate files mandated by federal or state law, e.g., medical records under the FMLA), located in the Human Resources department. The Employer may keep a separate investigative file relating to allegations of Team Member misconduct, which is not subject to review by a Team Member.

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

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

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

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

Union representative at the time of the meeting, the Employer may suspend the Team Member without pay until a Union representative is available. The Union agrees that it will make a representative available for purposes of attending a disciplinary meeting within a reasonable time period after the Team Member's initial request referred to above.

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

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

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

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

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

8.11(b): In no event shall random drug testing be permitted unless required by applicable federal, state or local law(s) or regulation(s), including all applicable

gaming regulatory provisions. If such random drug testing is required by applicable law or regulation, the Employer will so notify the Union;

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

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

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

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

## **ARTICLE 9: SENIORITY**

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

Section 9.2: Seniority.

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

9.2(b): House Seniority. House Seniority is a Team Member's length of continuous service in years, months and days from the Team Member's most recent date of hire into the Bargaining Unit by the Employer.

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

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

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

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

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

9.2(h): A Team Member transferring from another JACK Entertainment -owned and/or operated location shall retain his original Corporate Seniority, if applicable,

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

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

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

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

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

9.3(d): Retirement.

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

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

#### Section 9.4

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

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

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

- Probationary Team Members shall be laid off first;
- On Call Team Members;
- Part Time Team Members; and
- Full Time Team Members.

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

9.4(e): Per the sequence above, Full Time and Part Time Team Members shall be laid off on the basis of inverse House Seniority, provided that the remaining Team Members within the same job classification(s) as Team Members designated for

layoff have the qualifications and abilities to perform the work in the context of a reduced work force.

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

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

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

9.4(i): Team Members whose jobs are eliminated, or whose layoff is anticipated to last more than two (2) calendar months, may notify the Employer's Human Resources department in writing of his interest to transfer to vacant Bargaining Unit positions for which the Team Member has the qualifications and abilities to perform satisfactorily the duties of the vacant positions. It is the Team Member's responsibility to review posted vacant Bargaining Unit positions, so long as the Employer provides the Team Member with access to such postings while on layoff. A Team Member affected by this Section will be given the opportunity to apply for a transfer to a vacant Bargaining Unit position. The Employer in its sole discretion may consider that Team Member's skills, ability, and availability in determining whether that Team Member has the qualifications and abilities to perform the job duties in that position. If the Employer so determines, the Team Member will have preference for the position over any new external hire. In the event the Employer subsequently determines that the Team Member cannot perform satisfactorily in the new position, the Employer will return the Team Member within fifteen (15) days to his layoff status. If a Team Member transfers to another position, the Team Member will have recall rights to the former position for the remainder of the original twelve (12) calendar months from the date the Team Member was laid off. In the event the Employer offers any training programs during the period a Team

Member is on layoff, the Team Member may participate in the Employer's training program.

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

9.4(k): Lay Off of Seasonal Team Members. At the end of a season in which Seasonal Team Members are employed, the Seasonal Team Members will be laid off. Except if a Seasonal Team Member accepts employment into another classification at the Employer's facility, Seasonal Team Members shall be recalled by Classification Seniority for a position in the same department in which they were employed the previous season. However, the Employer in its sole discretion may exclude Seasonal Team Members from recall if 1) they had a Final Written Warning at the time of their layoff and/or 2) do not have the qualifications and abilities to perform satisfactorily the job duties in the position. A Seasonal Team Member's Seniority shall be terminated if a Seasonal Team Member who has been laid off and is notified to contact the Human Resources department by a specific date regarding recall, but fails to do so within four (4) days of the specified date after proper notification has been delivered to the Seasonal Team Member, unless satisfactory proof of valid reason for failure to respond is presented to the Human Resources department. Such determination shall be made at the sole discretion of the Employer. Notification shall be made in writing and delivered to the Seasonal Team Member in person or sent to the Seasonal Team Member by registered mail, return receipt requested, or by certified mail. The Employer shall be entitled to rely upon the address on file in the Human Resources department. The Seasonal Team Member's failure to report to work on specified date shall be grounds for termination of employment and loss of seniority.

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

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

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

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

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

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

duties of the vacant position, unless in the Employer's sole discretion the vacant position is eliminated.

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

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

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

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

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

## **ARTICLE 10: WAGES**

Section 10.1: Team Members' starting hourly rates of pay for each job classification for the entire term of this Agreement are set forth in Exhibit X, attached hereto. The Employer reserves the unilateral right to advance any new hire (and incumbent Team Member), pursuant to Article 11, Pay Outside of Pay Scale, to a higher rate of pay. During the term of this Agreement, the Employer reserves the right to increase pay rates for an entire job

classification set forth in Exhibit X. In such case, the Employer will provide the Union with at least two (2) weeks' written notice of the change.

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

#### Section 10.2: Lump Sum Payments.

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

- Full-time \$1,000.00
- Part-time \$650.00
- On-call \$350.00

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

10.2(b): In the first full pay period following the one (1) year anniversary of the Effective Date, Eligible Team Members shall receive a one-time lump sum payment calculated in the amount of Thirty-Five Cents (\$.35) per hour for actual hours worked during the one (1) year period beginning on the Effective Date. To be eligible for this lump sum payment, Team Members must satisfy both of the following conditions: (1) the Team Member must be employed by the Employer as of the Effective Date (i.e., returned to work, on Employer approved leave of absence, or on layoff with recall rights); and (2) the Team Member must have been recalled and be back at work and thus on the Employer's payroll as of the one (1) year anniversary of the Effective Date and remain so employed on the date the payment is made.

10.2(c): Eligible Team Members who are on approved leaves of absence or layoff on the Effective Date of this Agreement and/or the date payment is made shall receive the applicable payment described in Section 10.2(a) and/or Section 10.2(b), as applicable, in the first pay period following fifteen (15) days from the date of their return from such leave or layoff, provided there is no break in service and all eligibility conditions are otherwise met.

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

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

- The greater of 2.75% or \$.25 on April 1, 2023;
- The greater of 3.00% or \$.25 on April 1, 2024 – through the expiration of this Agreement.

Section 10.4: Dealer Pay.

10.4(a): Poker Dealers. Team Members hired into the Poker Dealer classification after the Effective Date of this Agreement will be paid the base rate set forth in Exhibit X. All Team Members subject to this Section will receive any wage increases or payments described in Section 10.2 or Section 10.3.

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

As a one-time conversion on the Effective Date from the prior Dealer I, II, III, IV method of calculating rates of pay to the current game knowledge premium method, the following hourly base rates of pay based on completed years of service as a Table Games Dealer at the Employer will be used before any applicable game knowledge premiums are added to calculate individual rates of pay for Table Games Dealers employed on the Effective Date:

One-Time Conversion – Hourly Base Rate of Pay	
0 – 3 Years	\$4.75
4 – 6 Years	\$4.95
7+ Years	\$5.15

The following pay for game knowledge amounts will apply to Team Members in the Dealer classification in the Table Games department:

Game Knowledge Premiums	
Craps	\$0.50
Blackjack	Required skill
Roulette	\$0.25
Mini Baccarat and Pai Gow**	\$0.25
Five (5) or more carnival games currently available at the Employer’s facility*	\$0.25

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

The Employer's training and certification records shall be the only records upon which a Team Member's game certification will be determined and verified, and upon which any premium(s) will be determined. Prior to receiving any premium, however, a Team Member shall sign the Employer's acknowledgement form. All eligible Team Members subject to this Section will receive any wage increases or payments described in Section 10.2 or Section 10.3.

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

10.4(c): Voluntary Table Games Training. The Employer in its sole discretion will determine how many Team Members within the Table Games department it needs to be certified in each game type. The Employer in its sole discretion may offer voluntary training to Team Members on the table games it offers or decides to offer at the Employer's facility. Team Members will not be paid for voluntary training.

Instead, at the conclusion of the voluntary training class and upon the Team Member's certification on the game, the Team Member will receive any applicable premium. Voluntary training opportunities, if any, will be offered to current Team Members who are in one of the Dealer classifications in the Table Games department. Selection for voluntary training opportunities offered pursuant to this Section will be based on Classification Seniority within the shift on which the training is offered; however, the Employer, in its sole discretion, may exclude Team Members with a Final Written Warning on their performance record. Minimum wage or the Team Member's hourly base rate of pay, whichever is higher, will be paid for mandatory training. Notwithstanding anything in this Section to the contrary, upon request, Team Members may audition for certification by the Employer in one or more carnival games available at the Employer's facility without first attending voluntary training; provided that, if the Team Member does not pass the audition, the Team Member will need to attend voluntary training to receive such certification. The Employer and the Union will meet to discuss regular scheduling of open auditions at dates and times convenient to Team Members' shift start and end times.

Section 10.5: Cooks and Bakers. All Team Members employed by the Employer as a Cook or Baker as of the Effective Date of this Agreement will be classified by a joint review of skillsets by the Parties. Progression from Cook I to Cook II and from Cook II to Cook III or from Baker I to Baker II will be based solely on there being an open position for the level being sought and the Team Member's ability to demonstrate through an audition the skills required for the next level. In addition to meeting the criteria set forth in this Section, promotions will be made pursuant to Section 9.5. When a Team Member moves from one level to the next under this Section, the starting rate for the new level will be the Team Member's new rate of pay or the Team Member's current rate of pay, whichever is higher. Team Members shall be exposed to the skill sets they will be required to master at each level. All Team Members subject to this Section will receive any wage increases or payments described in Section 10.2 or Section 10.3. The wage rates are set forth in Exhibit X.

Section 10.6: Cage Cashiers.

10.6(a): The Cage Cashier I, Cage Cashier II, and Cage Cashier III classifications described in this Section are based on knowledge of certain banks and job responsibilities. A Team Member hired to perform Cage Cashier job duties after the Effective Date of this Agreement will be classified as a Cage Cashier I. When there is an opening for a Cage Cashier II, upon successful completion of training and passing the Employer's assessment for the Cage Cashier II classification, a Cage Cashier I shall be promoted to Cage Cashier II. When there is an opening for a Cage Cashier III, upon successful completion of training and passing the Employer's assessment for the Cage Cashier III classification, a Cage Cashier II shall be promoted to a Cage Cashier III. The starting wage rates are set forth in Exhibit X. When a Team Member moves from one level to the next under this Section, the starting rate for the new level will be the Team Member's new rate of

pay or an additional \$0.50/hour to the Team Member's current rate of pay, whichever is higher.

10.6(b): Voluntary Cage Cashier Training. The Employer in its sole discretion will determine how many Team Members within the Cage department it needs to be qualified in each Cage Cashier classification. The Employer in its sole discretion may offer voluntary training to Team Members in the Cage Cashier classifications to be eligible for promotion. Team Members will not be paid for voluntary training. Instead, at the conclusion of the voluntary training class and upon the Team Member's successful completion of the Employer's assessment, the Team Member will receive the applicable premium. Selection for voluntary training opportunities offered pursuant to this Section will be based on Classification Seniority within the shift on which the training is offered; however, the Employer, in its sole discretion, may exclude Team Members with a Final Written Warning on their performance record. Mandatory training will be paid at the Team Member's hourly base rate of pay.

## **ARTICLE 11: PAY OUTSIDE OF PAY SCALE**

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

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

Section 11.3: When a Team Member is scheduled to train another Team Member, they will receive an additional \$1.00 per hour increase on their straight time hourly rate of pay for the time spent as the trainee's assigned trainer or shadow. All training is subject to supervisor/manager approval.

## **ARTICLE 12: OVERTIME**

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

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

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

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

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

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

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

12.2(d): Scheduled Overtime. The Employer may assign Full Time, Part Time or Seasonal Team Members to scheduled overtime on the same basis as daily overtime above, provided the Team Member has the qualifications and abilities to satisfactorily perform the designated job duties. If an insufficient number of volunteers that have the qualifications and abilities to satisfactorily perform the available work are not available, the Employer may assign the designated duties to Team Members within the appropriate classification on the basis of inverse seniority, provided the Team Member who is assigned the overtime has the qualifications and abilities to satisfactorily perform the available work.

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

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

### **ARTICLE 13: HEALTH & WELFARE**

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

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

### **ARTICLE 14: 401(K) PLAN**

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

### **ARTICLE 15: PAID TIME OFF**

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

its right to bargain over the decision to make such changes, but retains its right to bargain over the effects of the decision.

Section 15.2: Team Members are allowed to carryover up to forty (40) hours of unused PTO to the next award year. In the event a Team Member has less than the number of PTO hours normally scheduled as a daily shift, the Team Member may take the entire shift off by using a combination of available PTO time plus unpaid time.

Section 15.3: PTO Requests.

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

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

Section 15.4: For the calendar year starting January 1, 2021, each Team Member will be granted one (1) Choice Day for which the Team Member may elect not to use available PTO, provided the Team Member calls off at least two (2) hours in advance in accordance with the Company's established call-in procedure. For each calendar year starting January 1, 2022, each Team Member will be granted two (2) Choice Days for which the Team Member may elect not to use available PTO, provided the Team Member calls off at least two (2) hours in advance in accordance with the Company's established call-in procedure. This provision does not apply to blackout/high volume/special event/promotion days, denied days off and/or pattern absences and the Team Member must request not to use available PTO for the absence before the end of the pay period. A Team Member's Choice Days cannot be carried over from year to year.

## **ARTICLE 16: ATTENDANCE POLICY**

During the term of this Agreement, Team Members shall be subject to the Employer's Attendance Policy, as set forth in the Team Member Handbook, except to the extent modified below. To the extent that such policy is revised during the term of this Agreement

for all hourly non-bargaining unit employees, except to the extent modified below, such changes shall apply automatically in full to Bargaining Unit Team Members. The Union expressly waives its right to bargain over the decision to make such changes, but retains its right to bargain over the effects of the decision.

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

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

## **ARTICLE 17: JURY DUTY AND COURT APPEARANCES**

### Section 17.1: Jury Duty.

17.1(a): A Team Member who is required to serve on a jury and loses work time because of such service shall be paid the difference between the jury fee received and his hourly base rate of pay (or the applicable minimum wage rate if the Team Member did not receive tips sufficient to meet the applicable minimum wage rate on a daily basis, whichever is greater) for not more than eight (8) hours per day. This Section shall apply only with respect to a Team Member's regularly scheduled

days of work and shall not be applicable with respect to days on which the Team Member was not scheduled to work.

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

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

#### Section 17.2: Court Appearance.

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

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

### **ARTICLE 18: BEREAVEMENT LEAVE**

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

Section 18.2: A Team Member who has not been employed ninety (90) days shall be granted up to three (3) days of unpaid time off for the above Bereavement circumstances, and attendance points will not be assessed for such Team Members when they receive such prior bereavement approval.

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

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

## **ARTICLE 19: EMPLOYEE ASSISTANCE PROGRAM**

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

## **ARTICLE 20: LEAVES OF ABSENCE**

Section 20.1: General Provisions. The Employer shall provide leaves of absence to Team Members in compliance with applicable federal and state law. In addition, the Employer may grant personal leaves of absence, in excess of five (5) days, pursuant to the provisions set forth below and its Company policy. All requests for leave of absence must be submitted to Human Resources or its designee in accordance with its guidelines. With the exception of leaves of absence pursuant to Family and Medical Leave Act ("FMLA"), Uniformed Services Employment and Reemployment Rights Act ("USERRA"), and Union Business Leave described in Section 20.10, Team Members must first exhaust all available PTO time except for the equivalent of three (3) days before using unpaid leave. A Team Member granted a leave of absence pursuant to federal or state law may be entitled to reinstatement and the terms and conditions of employment mandated by such law upon his return from leave. In all other leaves of absence, upon the Team Member's request to return to work (including any required medical certification), the Employer shall return the Team Member to his original position, if available, or make reasonable efforts to assign the Team Member a comparable position for which he is qualified in the same job classification. Otherwise, the Team Member shall be placed on layoff status, pursuant to Article 9. To be entitled to any leave of absence pursuant to this Article, the Team Member must have completed his probationary period. A leave of absence is not automatic and must be requested by the Team Member and approved by the Employer in writing. Team Members shall not accrue any benefits, including PTO, during a leave of absence, unless otherwise required by law.

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

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

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

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

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

Section 20.5: Leaves of absence for injury compensable under the Ohio workers compensation law are subject to applicable state law and the Employer's policies, and maybe granted for the period of time that a Team Member, as demonstrated to the satisfaction of the Employer and consistent with applicable law, is unable to perform his regular job duties or such other modified or different job duties as the Employer, in its sole discretion and to the extent consistent with applicable law, chooses to assign the Team Member. Unless otherwise dictated by applicable law, such leave of absence may not exceed a one (1) year period of time. The Employer has the right to assign a Team Member light duty work in any Bargaining Unit or non-bargaining unit classification during the period that a Team Member's bona fide illness or injury is covered by Ohio workers compensation law; provided, however, that no Bargaining Unit Team Member is displaced or suffers a reduction in straight time hours as a direct result of the Team Member being assigned to the light duty position during the period of the light duty work. This limitation applies only to the Bargaining Unit department in which the light duty work is being assigned. The Employer has sole discretion to assign or refuse to assign a Team Member to light duty work and to remove the Team Member from such light duty work at any time. If a Team Member rejects the light duty assignment, whether within or outside of the Bargaining Unit, the Team Member shall be subject to disqualification of benefits under Ohio workers compensation law. Nothing in this Section requires the Employer to establish a light duty position.

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

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

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

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

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

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

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

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

20.10(a): Short-term Union Business Leave.

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

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

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

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

20.10(b)(i): No more than five (5) Team Members elected or appointed to a full-time Union office may be granted a leave for the term of the office, up to a maximum of three (3) years. No leaves will be granted for unpaid, part-time, or any other Union office except for full-time positions. The Union may request that Union office leave may be renewed.

20.10(b)(ii): The Team Member will not receive compensation or accrue any other form of benefits during his Long-term Union Business Leave. Health benefits shall be provided (at the same cost provided to active Team Members) for duration of the Long-term Union Business Leave. The Team Member's portion of the health care benefits will be paid directly by the labor organization representing that Team Member, if it may legally do so. The Union and the labor organizations comprising the CCOCWC will indemnify and hold the Employer harmless against any and all claims, demands or other forms of liability which may arise out of, or by reason of, any action taken or not taken by the Employer, at the request of the Union, or one of the labor organizations comprising the CCOCWC, in accordance with the provisions of this Section.

20.10(b)(iii): The Employer will make reasonable efforts to reinstate the Team Member to his prior position if it can be done without displacing non-probationary Team Members, but there is no assurance that such a position will be available. If the position is not available, the Employer will make reasonable efforts to find another position for the Team Member for which he possesses the skills and qualifications to perform that job.

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

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

## **ARTICLE 21: TECHNOLOGICAL CHANGES**

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

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

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

## **ARTICLE 22: UNIFORMS & EQUIPMENT**

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

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

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

## ARTICLE 23: MISCELLANEOUS

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

Section 23.2: Team Member Parking. Team Member parking will continue to be offered free of charge during the term of this Agreement. The Employer affirms that the safety of its Team Members is of paramount concern and that it will take reasonable measures to provide a safe and secure parking area for its Team Members. In the event that the Employer can no longer offer free parking at the current Team Member parking site, the Employer shall select another free parking site for Team Members and, if necessary, provide free shuttle service to/from the Employer’s facility to the parking site. Decisions regarding the location of a new Team Member parking location and any required shuttle service will be made by the Employer, but only after the Employer has provided the Union with written notice of the change and, upon the Union’s request, an opportunity to meet and discuss the same.

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

Section 23.4: Gratuities.

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

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

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

Section 23.6: Team Member Emergency Contact Procedure. The Employer agrees to implement a Team Member Emergency Contact Procedure to ensure that Team Members are immediately notified of emergencies (e.g., sick family member needs assistance) and allowed to leave their work station in order to make any necessary phone

calls or to end their shift. If the time a Team Member spends dealing with an emergency exceeds twenty (20) minutes, then the Team Member may be required to clock out.

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

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

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

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

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

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

Section 23.10: Payroll Corrections.

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

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

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

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

## **ARTICLE 24: GRIEVANCE & ARBITRATION**

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

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

24.2(a): Step 1. Within ten (10) working days after the occurrence of the alleged incident, event or circumstance which gave rise to the grievance involved or after the Team Member and/or Union representative was or should have been aware of the facts regarding the incident, event or circumstance which gave rise to the grievance involved, the Union shall present in writing to the aggrieved Team Member's immediate coach or leader a grievance on a printed grievance form to

be agreed upon by the Parties with a copy to the Employer's Human Resources department. The Union shall specify on the form the nature of the grievance (i.e., the factual basis for the dispute) and the Article and Section of the Agreement allegedly violated. Within ten (10) working days of the filing of the grievance, the Parties shall meet to discuss the grievance. The following may attend the Step 1 meeting: for the Employer, the immediate coach or leader, a designee from the grievant's department and a representative of the Human Resources department; for the Union, the grievant and a Union representative. Following the meeting, the Employer shall give its answer, in writing, to the Union representative within ten (10) working days after the presentation of the grievance in Step 1.

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

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

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

Employer of its intent to proceed to arbitration within ten (10) working days of the Employer's response in Step 2.

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

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

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

- Mitch Goldberg
- John Murphy
- Mollie Bowers
- Jacquelin Drucker
- Robert Vana
- Robert G. Stein
- Jeffrey Belkin

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 25: NO STRIKES / NO LOCKOUTS**

Section 25.1: The Employer and the Union agree that excellent service and the enjoyment and entertainment of guests, is an essential goal of the Employer and its Team Members. To that end, the parties agree that this labor Agreement provides for appropriate dispute

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

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

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

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

Section 25.5: Team Member Violation. Any Team Member who engages in a strike, or any other activities prohibited in Section 25.1, regardless of the duration of such actions,

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

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

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

Employer may seek injunctive relief and to enforce any award in its favor in any court of competent jurisdiction.

## **ARTICLE 26: BARGAINING UNIT WORK / SUBCONTRACTING**

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

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

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

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

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

26.1(e): To enter into agreements with one (1) or more third-parties to operate, lease, own, or manage restaurants in the Employer's facility up to four (4) restaurants, but only so long as it does not result in the displacement of bargaining unit restaurant Team Members or reduction of hours of work of bargaining unit restaurant Team Members; and

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

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

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

26.2(b): Emergencies or urgent situations;

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

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

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

- 26.2(f): Testing;
- 26.2(g): Troubleshooting;
- 26.2(h): Quality control;
- 26.2(i): Providing occasional assistance to Team Members;
- 26.2(j): Installation of vendor-contracted equipment; or
- 26.2(k): By mutual agreement with the Union.

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

## **ARTICLE 27: LABOR / MANAGEMENT COOPERATION**

Labor/Management Meetings. The Parties agree to meet four times per year for the purpose of discussing problems, concerns, Team Member suggestions, methods of improving morale, job performance, or productivity, and other topics. The Parties may jointly agree to conduct such meetings on a more regular basis. Such meetings shall include no more than ten (10) Team Members designated by the Union, Union representatives, and Employer personnel as designated by the Employer. The Parties shall jointly agree on the agenda and time schedule in advance. The Parties agree to give good faith consideration to the views expressed during these meetings. Neither party is obligated to agree on any suggestion or recommendation made during these meetings.

## **ARTICLE 28: NO DISCRIMINATION**

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

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

Section 28.3: The Employer and the Union are committed to maintaining a work environment free from sexual or other prohibited harassment by team members or third parties, such as vendors, players or customers. Prohibited conduct includes unwelcome sexual advances, harassment, requests for sexual favors, and other verbal or physical

conduct of a sexual nature, explicitly or implicitly making sexual conduct a condition of employment or promotion, displaying sexually offensive images or words, repeating offensive commentaries about someone's body, or making derogatory jokes.

#### **ARTICLE 29: SUCCESSORS & ASSIGNS**

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

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

#### **ARTICLE 30: ADDITIONAL FACILITIES**

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

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

#### **ARTICLE 31: MOST FAVORED EMPLOYER**

The Union agrees that if it, or one or more of the labor organizations comprising the CCOCWC, enters into any contract or agreement, written or oral, covering casino employees with another employer operating a casino in Ohio, the Union or one or more of the labor organizations comprising the CCOCWC will immediately provide a copy of said contract or agreement to the Employer. In the event that such contract or agreement with another employer contains, on the whole, wages, hours, or other terms and conditions of employment that are more favorable to said other employer than the wages, hours, or other terms and conditions of employment contained in this Agreement, then, at the Employer's option, the Employer may adopt the entire agreement in place of this Agreement. The Employer's failure to exercise any of the rights set forth in this Article shall not constitute or be considered or deemed a waiver of its right to exercise such right or rights to the fullest extent thereafter nor be considered or deemed a legitimate basis or

argument for the imposition of any limitation on such rights, nor shall the fact the Employer may have conferred, negotiated with, or sought input from the Union or one or more of the labor organizations comprising the CCOCWC in connection with its exercise of its rights referred to herein constitute or be considered or deemed a waiver of its right to exercise such right or rights to the fullest extent thereafter or be considered or deemed a waiver of its right to exercise such right or rights to the fullest extent thereafter or be considered or deemed a legitimate basis or argument for the imposition of any limitation on such rights.

### **ARTICLE 32: NOTICE**

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

To the Employer: JACK Cleveland Casino  
Attn: Stacy King  
Corporate Vice President, Human Resources  
100 Public Square  
Cleveland, Ohio 44113

Email: [stacyking@jackentertainment.com](mailto:stacyking@jackentertainment.com)

To the Union: CCOCWC  
c/o Chris Viscomi  
UAW Region 2B  
1691 Woodlands Drive  
Maumee, Ohio 43537

Email: [cviscomi@uaw.net](mailto:cviscomi@uaw.net)

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

To the IBT: Sal Alioto  
IBT Representative Local 436  
6051 Carey Drive  
Valley View, OH 44125

Email: [local@teamsters436.com](mailto:local@teamsters436.com)

To the UAW: Chris Viscomi  
International Servicing Representative  
UAW Region 2B  
1691 Woodlands Drive  
Maumee, Ohio 43537

Email: [cviscomi@uaw.net](mailto:cviscomi@uaw.net)

To the USW: Patrick Gallagher  
USW District 1 Sub District Director  
25111 Miles Road, Suite H  
Warrensville Heights, Ohio 44128

Email: [pgallagher@usw.org](mailto:pgallagher@usw.org)

To UNITEHERE: Patrick Boyd  
Director of Organizing  
300 River Place Drive, Suite 2700  
Detroit, Michigan 48207

Email: [pboyd@unitehere.org](mailto:pboyd@unitehere.org)

To IATSE: Mike Patton  
Business Manager Local 756  
18770 Rocky River Oval  
Rocky River, Ohio 44116

Email: [mpat798184@aol.com](mailto:mpat798184@aol.com)

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

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

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

### **ARTICLE 33: SEPARABILITY**

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

### **ARTICLE 34: COMPLETE AGREEMENT**

Section 34.1: Except to the extent set forth in this Agreement, the Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the

unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right opportunity are set forth in this Agreement. Therefore, except as set forth in this Agreement, neither party shall have any further obligation to bargain over any matter to take effect during the term of this Agreement.

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

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

**ARTICLE 35: TERM OF AGREEMENT**

This Agreement shall become effective upon the date of ratification, March 27, 2021 ("Effective Date"), and shall continue in full force and effect to and including 11:59pm March 31, 2025, and from year to year thereafter, unless either party hereto shall notify the other, in writing, by certified mail, not less than sixty (60) days prior to March 31, 2025, or sixty (60) days prior to March 31 of any succeeding year of a desire to terminate, modify or amend this Agreement.

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

**For the Employer:**

**JACK CLEVELAND CASINO**

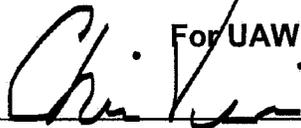
By: 

Its: SVP & General Manager

Date: 6/30/2021

**For the Union:**

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

By:  For UAW

Its: CCOCWC Chief Spokesperson

Date: 5/6/2021

**For IBT**

By: Sal Alento

Its: VICE PRESIDENT/BUSINESS REP.

Date: 5-6-2021

**For USW**

By: Patricia Gallo

Its: SUB-DISTRICT DIRECTOR

Date: 5/17/2021

**For Unite HERE**

By: Paul B. Pi

Its: Director of organizing

Date: 5-6-2021

**For IATSE**

By: [Signature]

Its: BUSINESS MANAGER

Date: 5/6/2021

## **EXHIBIT I – DEFINITION OF BARGAINING UNIT**

All regular full time, regular part time, seasonal, and on call Team Members as defined in the collective bargaining agreement in the following jobs: casino ambassador; coat room attendant; casino transportation (except for shuttle bus); valet; non-third party unskilled facilities maintenance; non-third party operated or owned restaurant food and beverage, servers, bussers, bartenders, cashiers and restaurant hosts; banquet; conference services; non-third party EVS and cleaning; door persons; slot attendants; cooks; kitchen; utility; table games and poker dealers; dual rate table games and poker dealers; restroom attendants; shipping and receiving (warehouse); slot technicians and helpers; pit and poker clerks; soft and hard count; casino cage and bank cashiers who are employed by the Employer at its 100 Public Square, Cleveland, Ohio facility but excluding all ClubJACK Team Members, secretarial, office clerical, and all managers, supervisors and guards as defined by the National Labor Relations Act, as amended (the "Bargaining Unit").





## CHECKOFF AUTHORIZATION AND ASSIGNMENT

### SUPPLEMENTAL DUES and/or SERVICE FEES

I, \_\_\_\_\_ hereby authorize and direct my employer every month to deduct from my wages all INITIATION FEES, REINITIATION FEES or REINSTATEMENT FEES, MEMBERSHIP DUES, WORKING DUES SUPPLEMENT, DELINQUENT DUES, SERVICE FEES and UNIFORM ASSESSMENTS as required by TEAMSTERS LOCAL UNION NO. 436, or its legal successor. I further authorize and direct that these monies so deducted be turned over each month to the secretary-treasurer or Teamsters Local Union 436. I understand that supplemental dues and/or service fees are in addition to the regular dues paid directly by me or by check-off to my local union.

This authorization and assignment shall be irrevocable for a period of one year or until the termination of the applicable collective bargaining agreement, whichever occurs first, and shall thereafter be automatically renewed for successive periods of one year or until the termination of the applicable collective bargaining agreement, whichever comes first, unless written notice by me to my employer and the Union at least 45 days but not more than 60 days prior to the expiration of each one year period or of the applicable collective bargaining agreement, whichever occurs first. This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and Assignment is made pursuant to section 302 of the National Labor Relations Act, as amended, and is in full force and effect to the extent permitted by the Act.

Signature \_\_\_\_\_

Social Security \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip Code \_\_\_\_\_

Employer \_\_\_\_\_

*Original (white copy) to Employer*



*Copy (yellow copy) to Local Union*

Date \_\_\_\_\_

Name \_\_\_\_\_ Local # 1005 Unit # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Tel # \_\_\_\_\_ Dept \_\_\_\_\_ SSN/Ee # \_\_\_\_\_

I hereby designate, select and empower the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), its agents or representatives, to act for me as my exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and I hereby revoke every selection or designation which in any manner may heretofore have been made by me, or any other representative for any of such purposes.

I pledge my honor, while a UAW member, to faithfully observe the Constitution and laws of the Union and the Constitution of the United States (or the Dominion of Canada as the case may be); to comply with all the rules and regulations for the government thereof; not to divulge or make known any private proceedings of the Union; to faithfully perform all the duties assigned to me to the best of my ability and skill; to so conduct myself at all times as not to bring reproach upon my Union, and at all times to bear true and faithful allegiance to the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.



Applicant's Signature \_\_\_\_\_

Witness \_\_\_\_\_

**AUTHORIZATION FOR CHECK-OFF OF DUES**

TO THE \_\_\_\_\_ COMPANY Date \_\_\_\_\_

I hereby assign to Local Union No. 1005 International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present or in any future employment by you); such sum as the Financial Officer of said Local Union No. 1005 may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner, unless state law provides a shorter period; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union, whichever occurs sooner, unless state law provides a shorter period.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

Type or print name of Employee here \_\_\_\_\_

Signature of Employee here \_\_\_\_\_

Address of Employee \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

UNITED STEELWORKERS (USW) CHECK-OFF AUTHORIZATION

Employer \_\_\_\_\_

20

Facility \_\_\_\_\_

Date \_\_\_\_\_

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment with the collective bargaining unit in the Employer, and irrespective of my membership status in the Union, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the International Secretary/Treasurer of the Union.

The aforesaid payment shall be remitted promptly by you to Stan Johnson, or his successor, International Secretary/Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, (also known in short as the "Union", "United Steelworkers" or "USW") or its successor, Five Gateway Center, Pittsburgh, Pa. 15222

This assignment and authorization shall be effective and cannot be cancelled for a period of one (1) year from the date appearing above or until the termination of the date of the current collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be cancelled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative of the facility in which I am then employed, an individual written notice signed by me and which shall be postmarked or received by the Employer within fifteen (15) days following the expiration of any such year or within the fifteen (15) days following the termination date of any collective bargaining agreement between the Employer and the Union covering my employment if such date shall occur within one of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given, a copy of any such notice will be given by me to the Financial Secretary of the Local Union.

While contributions or gifts to the USW are not tax deductible as charitable contributions for Federal income tax purposes, they may be tax deductible under other provisions of the Internal Revenue Code.

(USW) Local Union No. \_\_\_\_\_ Signature \_\_\_\_\_

Witness \_\_\_\_\_

Check No. \_\_\_\_\_  
(ORIGINAL FOR EMPLOYER)

Form 530



UNITED STEELWORKERS (USW) CHECK-OFF AUTHORIZATION

Employer \_\_\_\_\_

20

Facility \_\_\_\_\_

Date \_\_\_\_\_

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment with the collective bargaining unit in the Employer, and irrespective of my membership status in the Union, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the International Secretary/Treasurer of the Union.

The aforesaid payment shall be remitted promptly by you to Stan Johnson, or his successor, International Secretary/Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, (also known in short as the "Union", "United Steelworkers" or "USW") or its successor, Five Gateway Center, Pittsburgh, Pa. 15222

This assignment and authorization shall be effective and cannot be cancelled for a period of one (1) year from the date appearing above or until the termination of the date of the current collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be cancelled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative of the facility in which I am then employed, an individual written notice signed by me and which shall be postmarked or received by the Employer within fifteen (15) days following the expiration of any such year or within the fifteen (15) days following the termination date of any collective bargaining agreement between the Employer and the Union covering my employment if such date shall occur within one of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given, a copy of any such notice will be given by me to the Financial Secretary of the Local Union.

While contributions or gifts to the USW are not tax deductible as charitable contributions for Federal income tax purposes, they may be tax deductible under other provisions of the Internal Revenue Code.

(USW) Local Union No. \_\_\_\_\_ Signature \_\_\_\_\_

Witness \_\_\_\_\_

Check No. \_\_\_\_\_  
(LOCAL UNION COPY)

Form 530



UNITED STEELWORKERS (USW) CHECK-OFF AUTHORIZATION

Employer \_\_\_\_\_

20

Facility \_\_\_\_\_

Date \_\_\_\_\_

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment with the collective bargaining unit in the Employer, and irrespective of my membership status in the Union, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the International Secretary/Treasurer of the Union.

The aforesaid payment shall be remitted promptly by you to Stan Johnson, or his successor, International Secretary/Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, (also known in short as the "Union", "United Steelworkers" or "USW") or its successor, Five Gateway Center, Pittsburgh, Pa. 15222

This assignment and authorization shall be effective and cannot be cancelled for a period of one (1) year from the date appearing above or until the termination of the date of the current collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be cancelled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative of the facility in which I am then employed, an individual written notice signed by me and which shall be postmarked or received by the Employer within fifteen (15) days following the expiration of any such year or within the fifteen (15) days following the termination date of any collective bargaining agreement between the Employer and the Union covering my employment if such date shall occur within one of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given, a copy of any such notice will be given by me to the Financial Secretary of the Local Union.

While contributions or gifts to the USW are not tax deductible as charitable contributions for Federal income tax purposes, they may be tax deductible under other provisions of the Internal Revenue Code.

(USW) Local Union No. \_\_\_\_\_ Signature \_\_\_\_\_

Witness \_\_\_\_\_

Check No. \_\_\_\_\_  
(ORIGINAL FOR EMPLOYER)

Form 530



UNITED STEELWORKERS (USW) CHECK-OFF AUTHORIZATION

Employer \_\_\_\_\_

20

Facility \_\_\_\_\_

Date \_\_\_\_\_

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment with the collective bargaining unit in the Employer, and irrespective of my membership status in the Union, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the International Secretary/Treasurer of the Union.

The aforesaid payment shall be remitted promptly by you to Stan Johnson, or his successor, International Secretary/Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, (also known in short as the "Union", "United Steelworkers" or "USW") or its successor, Five Gateway Center, Pittsburgh, Pa. 15222

This assignment and authorization shall be effective and cannot be cancelled for a period of one (1) year from the date appearing above or until the termination of the date of the current collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be cancelled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative of the facility in which I am then employed, an individual written notice signed by me and which shall be postmarked or received by the Employer within fifteen (15) days following the expiration of any such year or within the fifteen (15) days following the termination date of any collective bargaining agreement between the Employer and the Union covering my employment if such date shall occur within one of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given, a copy of any such notice will be given by me to the Financial Secretary of the Local Union.

While contributions or gifts to the USW are not tax deductible as charitable contributions for Federal income tax purposes, they may be tax deductible under other provisions of the Internal Revenue Code.

(USW) Local Union No. \_\_\_\_\_ Signature \_\_\_\_\_

Witness \_\_\_\_\_

Check No. \_\_\_\_\_  
(LOCAL UNION COPY)

Form 530



PLEASE PRINT CLEARLY

PLEASE PRINT CLEARLY

First Name Middle Initial Last Name

First Name Middle Initial Last Name

UNITED STEELWORKERS (USW)  
AFL-CIO-CLC

UNITED STEELWORKERS (USW)  
AFL-CIO-CLC

Local Union No. \_\_\_\_\_

Local Union No. \_\_\_\_\_

I hereby request and accept membership in the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (also known in short as "United Steelworkers" or "USW"), and of my own free will hereby authorize the USW, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my employer covering all such matters including contracts which may require continuance of my membership in the United Steelworkers, as a condition of my continued employment.

I hereby request and accept membership in the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (also known in short as "United Steelworkers" or "USW"), and of my own free will hereby authorize the USW, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my employer covering all such matters including contracts which may require continuance of my membership in the United Steelworkers, as a condition of my continued employment.

Date: \_\_\_\_\_ Signature \_\_\_\_\_

Date: \_\_\_\_\_ Signature \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Street Address/Postal Office Box No. \_\_\_\_\_

Street Address/Postal Office Box No. \_\_\_\_\_

City State ZipCode

City State ZipCode

Telephone Number: ( ) \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_

E-Mail: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Employer: \_\_\_\_\_ Facility: \_\_\_\_\_

Employer: \_\_\_\_\_ Facility: \_\_\_\_\_

Department: \_\_\_\_\_

Department: \_\_\_\_\_

Initiation fee \$ \_\_\_\_\_ paid.

Initiation fee \$ \_\_\_\_\_ paid.

# UNITEHERE! Local 24

## REPRESENTATION AUTHORIZATION

I hereby authorize UNITE HERE Local 24 to be my collective bargaining representative in all matters relating to my wages, hours and terms and conditions of employment at my current employer(s) and any future employers, and request and accept membership in UNITE HERE Local 24 ("the Union"). I hereby agree to be bound by the Constitution of the UNITE HERE International Union and the bylaws of the Union.

### DUES CHECKOFF

I hereby voluntarily request and authorize my employer to deduct from any wages or compensation due me, each and every month, the dues, initiation fees or reinstatement fees required as a condition of acquiring and maintaining membership in good standing in the Union or affiliated local union, and I direct that the same be forwarded each month to the Union or local union. This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice to both the Employer and the Union by registered mail not more than twenty (20) days and not less than ten (10) days before any anniversary of the date of this authorization, or after the date of termination of the applicable agreement between my Employer and the Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable checkoff from year to year, unless revoked as hereinabove provided irrespective of whether I am or remain a member of the Union.

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 201\_\_\_\_\_

Social Security #: \_\_\_\_\_ Current Employer: \_\_\_\_\_

Job Location: \_\_\_\_\_ Job: \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

**Text Opt In:** Y N

\*TEXT OPT-IN: Msg & data rates may apply. To unsubscribe, text STOP to 877877. Text HELP anytime. Your privacy is always protected and your information will not be shared.

WHITE: Union

YELLOW: Employer

PINK: Member

## UNITEHERE! TIP CAMPAIGN COMMITTEE

### CHECK-OFF AUTHORIZATION FOR POLITICAL CONTRIBUTIONS FROM WAGES

I, \_\_\_\_\_ hereby authorize and direct the PAYROLL DEPARTMENT OF \_\_\_\_\_ to deduct from my salary the sum of \$ \_\_\_\_\_ per month and to transmit that sum to the UNITE HERE TIP CAMPAIGN COMMITTEE. I understand that (1) my contributions will be used for political purposes to advance the interests of the members of UNITE HERE, their families, and all workers, including support of federal and state candidates and political committees and addressing political issues of public importance; (2) contributing to the UNITE HERE TIP CAMPAIGN COMMITTEE is not a condition of membership in UNITE HERE or any of its affiliates, or a condition of employment; (3) I may refuse to contribute without reprisal; and (4) any guideline contribution amount proposed by UNITE HERE are only suggestions, I may contribute more or less than that amount, and I will not be favored or disadvantaged by UNITE HERE because of the amount of my contribution or my decision not to contribute.

Name \_\_\_\_\_ Signature \_\_\_\_\_  
(PRINT YOUR FULL NAME)

Social Security Number \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_  
(STREET) (CITY) (STATE) (ZIP CODE)

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

WHITE: Union

YELLOW: Employer

PINK: Member



## NOTICE REGARDING DUES DEDUCTION AUTHORIZATION

As a member you will have all the benefits and privileges of membership, including the right to fully participate in the internal activities of the Union, the right to attend and participate in membership meetings, the right to participate in the development of contract proposals and to participate in contract ratification and strike votes, the right to vote to set or raise dues and fees, the right to nominate and elect Union Officers, the right to run for Union office and for convention delegate, and the right to receive the International Union burial benefit. The Union Privilege Program of the AFL-CIO, available to members, only offers Union members such services as: reduced fee legal services, a prescription program with savings for long-term users of prescribed medicine, a mortgage program that allows Union members to receive reduced interest rates, a dental program, a lending program, and many other services available to Union members at lower rates.

The authorization for dues deduction is voluntary. If you do not wish the convenience of this payroll deduction but prefer to pay your dues and/or initiation fees directly to the Local Union office each month, you may do so. If you do not sign the dues deduction authorization you must then pay your dues and/or fees to the Local Union by the 10th of each month.

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### UNITE**HERE!** TIP CAMPAIGN COMMITTEE

- ✓ These funds provide another way for UNITE HERE to build our Union and play an active role in the political fights that affect our members.
- ✓ Help workers win the right to organize.
- ✓ Elect Union Members to political office.
- ✓ Support political candidates who support UNITE HERE.

Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation and name of employer of individuals whose contributions exceed \$200 in a calendar year. Only U.S. citizens and lawful permanent residents who are UNITE HERE! members or UNITE HERE! executive or administrative staff, or their family members, may contribute.

Contributions or gifts to the UNITE HERE TIP Campaign Committee are not tax deductible.



## TREASURERS AND TICKET SELLERS UNION

LOCAL No. 756 – AFL-CIO

17157 RABBIT RUN DRIVE  
STRONGSVILLE, OHIO 44136  
(440) 212-2426 or (216) 407-1969  
(440) 238-6963 FAX

[tom.patton24@gmail.com](mailto:tom.patton24@gmail.com)

### DUES CHECK-OFF AUTHORIZATION AND ASSIGNMENT

I, the undersigned member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, CLC, do hereby authorize my Employer to deduct Union dues from the gross compensation paid to me by said Employer for my work on the project captioned below. Said deduction shall be in the amount of \$34 per month and it shall be for the purpose of administrative dues. I further authorize that the dues so deducted be sent to the Financial Secretary of Treasures & Ticket Sellers Union, Local 756, IATSE.

This *Authorization and Assignment* shall be irrevocable for the term of the applicable contract between the Employer and the Union and will automatically be renewed with each successive applicable agreement between the Union and the Employer until such time as I give written notification to both the Union and Employer of my revocation of the same.

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

START DATE: \_\_\_\_\_ END DATE (if known): \_\_\_\_\_

EMPLOYEE'S NAME (please print): \_\_\_\_\_

EMPLOYEE'S STREET ADDRESS: \_\_\_\_\_

EMPLOYEE'S CITY, STATE, ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ MOBILE PHONE: \_\_\_\_\_

JOB TITLE / POSITION: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

EMPLOYERS NAME: \_\_\_\_\_

**Note: The Employer and the Employee should each retain a copy of this document and a copy should be sent Union business office at the email address above.**

BE SURE THAT A COPY IS GIVEN TO PAYROLL

### OHIO DRIVE CHECK-OFF AUTHORIZATION

I, the undersigned, hereby authorize and direct my Employer to deduct from my earnings the sum of **weekly** \$ \_\_\_\_\_, **monthly** \$ \_\_\_\_\_, **yearly** \$ \_\_\_\_\_, with the understanding the said sum so deducted by my employer shall be paid to **OHIO DRIVE**.

It is understood that this authorization is voluntarily given and the amount indicated above represents my contribution to **DRIVE** each year to be used for political purposes in accordance with the Constitution and rules of such organization.

I **RESERVE THE RIGHT**, in accordance with the applicable State, or Federal laws to revoke this check-off authorization at any time by giving written notice of such revocation to the **DRIVE** Office in accordance with such laws or otherwise.

**FOR VALUE RECEIVED**, I, for myself, for any member of my family, or anyone acting by or through me, my heirs, administrators, executors and/or assigns agree to hold, and do so hold my Employer, my Local Union, and **DRIVE** free and harmless, and do release them from any and all claims, actions, damages, and the like, by reason of such deduction from my earnings by my Employer and the payment of such to **DRIVE** even in the event that this check-off authorization shall be declared to be ineffective or violative of any law. **Donation not U.S. Tax deduction.**

_____ Name of Company — Please Print	_____ Signature
_____ Name — Please Print	_____ Address
_____ Social Security Number	_____ City
_____ Local Union #	_____ State
_____ Date	_____ Zip Code

1-25-91



## AUTHORIZATION FOR ASSIGNMENT & CHECKOFF OF CONTRIBUTIONS TO UAW V-CAP

To: \_\_\_\_\_ I hereby assign to UAW V-CAP, from any wages earned or to be earned by me  
(Company name)  
as your employee, the sum of (check one)  \$10.00  \$15.00  Other \_\_\_\_\_, each and every month. I hereby authorize and direct you to deduct such amounts from my pay and to remit same to UAW V-CAP at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to UAW V-CAP are not conditions of membership in the Union or of employment with the Company, that I have the right to refuse to sign this authorization and contribute to UAW V-CAP without any reprisal, that UAW V-CAP will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections, and that monies contributed to UAW V-CAP constitute a voluntary contribution to a joint fund-raising effort by the UAW and AFL-CIO.

I also understand that the guidelines for contributions to UAW V-CAP set forth above are merely suggestions, that I can contribute more or less than the guidelines suggest, and that the Union will not favor or disadvantage me based on the amount of my contribution or my decision not to contribute.

Contributions or gifts to UAW V-CAP are not deductible as charitable contributions for federal tax purposes. All UAW members and spouses may be eligible for related raffle drawings, regardless of whether they make a contribution to UAW V-CAP.

*UAW V-CAP is an independent political committee created by the UAW. This committee does not ask for or accept authorization from any candidate and no candidate is responsible for its activities.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation and name of employer of individuals whose contributions exceed \$200 in a calendar year.

Region \_\_\_\_\_ Local \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

Name (print) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-mail \_\_\_\_\_

Phone (home) \_\_\_\_\_

Phone (cell) \_\_\_\_\_

Occupation \_\_\_\_\_

I would like to receive text alerts from the UAW. (Text messaging and/or data rates may apply.)

Please return your card in the envelope provided or to the V-CAP volunteer at your worksite.

If you do not have either, then mail this form to:

UAW National CAP Dept., 8000 E. Jefferson, Detroit, MI 48214

Attn: V-CAP 2011-2012

Pub. #C2000





# PAC Check Off Authorization for Employers

United Steelworkers Political Action Fund  
60 Boulevard of the Allies - Pittsburgh, PA 15222

Thomas M. Conway, Chairman  
John Shinn, Secretary-Treasurer

Employer:

Facility or Division:

I authorize and direct the employer named above to deduct from my normal paycheck:

\$5.00 per week:       \$10.00 per week:       Other amount per week:

and to transmit that amount as my voluntary contribution to the United Steelworkers Political Action Fund (USW PAC), Attention: Treasurer, 60 Boulevard of the Allies, Pittsburgh, PA 15222.

This authorization, which is terminable at any time by written notice to that effect individually signed by me, and received by the Treasurer of the USW PAC and the employer, is voluntarily made on the specific understanding that:

- I am not required to sign this form or make contributions to USW PAC as a condition of my employment or membership in the Union;
- I may refuse to contribute without reprisal;
- Only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute to USW PAC;
- The contribution amounts on this form are merely suggestions. I may contribute more or less by this or some other means without fear of favor or disadvantage from the union or my employer;
- Any money deducted pursuant to this authorization is neither part of my membership dues nor fees to the Union;
- USW PAC uses the money it receives for political purposes, including but not limited to addressing political issues of public importance and making contributions and expenditures in connection with federal, state, and local elections.

Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation and name of employer of individuals whose contributions exceed \$200 in a calendar year. Contributions and gifts to USW PAC are not deductible for federal income tax purposes.

Name:       Clock Number/ Badge Number:

Mailing Address:

City, State, Zip

Cell Phone:

Personal Email:

USW Local Union #:       USW District #:

Occupation:       Circle T-Shirt Size:

Date:        M       L       XL

Contributor Signature:        2X       3X       4X

Signed Up By:

**IMPORTANT:** Upon completion, fax a copy to 412-562-2266 or mail a copy to USW PAC, 60 Blvd. of the Allies, 7th Floor, Pittsburgh, PA 15222. The original, signed PAC form should be submitted immediately to the Human Relations /Payroll Department of your employer.

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union

# FIGHT BACK WITH USW PAC!

## What is USW PAC?

The rights of workers are under attack. Corporations, special interest groups and the politicians whose campaigns they fund want to rob workers of decent pay and benefits for their own profits.

Voting in every election is vitally important; and, if workers want to have any chance at stopping these attacks, we need to act together. We must work to defeat politicians who are pushing an anti-worker agenda and help elect candidates who have committed to fight for our rights as workers.

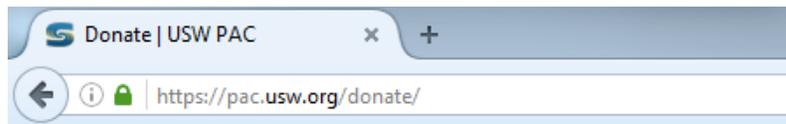
Federal law prohibits our dues dollars from being used for many political purposes, which is why our union established the United Steelworkers' Political Action Committee (USW PAC). USW PAC is funded entirely by voluntary contributions from members like you. These contributions make it possible for our union to run the most effective, member-driven program in the labor movement. Contributions are used to keep members informed and support member-based programs to combat attacks on worker rights. A portion of these monies are also used to support political candidates who have pledged to represent USW values and protect our right to negotiate for fair pay and safer working conditions on the job.

## How to contribute:

The best way for members to contribute to USW PAC is through automatic payroll deductions. This option is only available when your local union has bargained "checkoff" language in your contract. You can sign up for automatic payroll deductions by filling out the form on the back of this flyer, and following the instructions on the bottom.

If your local has not negotiated "checkoff" language, you can still contribute to USW PAC with monthly contributions or a one-time donation by using your debit/credit card - simply follow these instructions:

1. Go to [pac.usw.org/donate](https://pac.usw.org/donate) to contribute through our secure website.



2. Enter your Last Name and Postal Code (If your name is not recognized by the system, you can enter your information manually by selecting "I would like to manually enter my information.")
3. Select the name that appears with your current address and click "Make PAC Contribution."
4. Select the amount that you would like to contribute every month.
5. Enter your debit/credit card information, along with your employer and shirt size.
6. Click on "Securely Contribute Now."

You should receive an email confirming your contribution which will be automatically withdrawn from your debit/credit account each month. Your contribution, along with those from thousands of Steelworkers from across the country, helps build a strong, effective political program for years to come.

**FOR MORE INFORMATION ON USW PAC, CALL 412-562-1671 OR GO TO USW.ORG/PAC**



## EXHIBIT X – STARTING HOURLY RATES OF PAY

Department Description	Position Title	Base Rate	Tips
CASINO/CAGE CASHIERS	CASHIER CASINO I	13.20	TIPS
CASINO/CAGE CASHIERS	CASHIER CASINO II	13.70	TIPS
CASINO/CAGE CASHIERS	CASHIER CASINO III	14.20	TIPS
CASINO/CAGE CASHIERS	CASHIER CASINO LD	15.20	TIPS
COUNT ROOM	COUNT ROOM LD	15.20	
COUNT ROOM	COUNT ROOM REP	13.20	
BUFFET	ASIAN FRY COOK	15.25	-
BUFFET	CASHIER HOST	12.00	
BUFFET / FOOD COURT	COOK I	12.25	
BUFFET / FOOD COURT	COOK II	13.50	
BUFFET / FOOD COURT	COOK III	15.25	
BUFFET	FOOD SERVER	6.00	TIPS
BUFFET	STOCKER BUFFET	11.25	
CASINO BARS	BAR PORTER	10.00	TIPS
CASINO BARS	BARTENDER	12.00	TIPS
CASINO BARS	BEVERAGE SERVER	6.00	TIPS
DIAMOND LOUNGE	BAR PORTER	10.00	TIPS
DIAMOND LOUNGE	BARTENDER	12.00	TIPS
DIAMOND LOUNGE	BEVERAGE SERVER	8.00	TIPS
DIAMOND LOUNGE	HOST DIAMOND LOUNGE	12.00	
MAIN BAKERY/PASTRY	BAKER I	13.25	
MAIN BAKERY/PASTRY	BAKER II	15.25	
FOOD COURT	FOOD COURT ATTENDANT	10.00	TIPS
FOOD COURT	BARISTA	10.00	TIPS
STEWADING	STEWARD	11.50	
FACILITIES/ENGINEERING	FACILITIES MECHANIC	15.00	
FACILITIES/ENGINEERING	LOCKSMITH	19.00	
TOTAL REWARDS	CASINO AMBASSADOR	10.25	
SLOT PERFORMANCE	SLOT TECH	16.00	
SLOT PERFORMANCE	E-TECH	18.00	
SLOT PERFORMANCE	SLOT TECH LD	17.00	
SLOTS	SLOT ATTENDANT/HOST	9.50	TIPS
SLOTS	DUAL RATE SLOT ATTENDANT	18.00	TIPS
POKER	CLERK POKER	11.50	TIPS
POKER	DEALER POKER	4.75	TIPS
TABLE GAMES	CLERK PIT	11.00	
TABLE GAMES	DEALER	4.75	TIPS

TABLE GAMES	DUAL RATE TG DEALER	20.91	TIPS
EVS	EVS ATTENDANT	11.50	
EVS	EVS LEAD	12.50	
VALET/PARKING	COAT ROOM ATTENDANT	8.00	TIPS
VALET/PARKING	GREETER	11.00	TIPS
VALET/PARKING	PARKING GARAGE ATTENDANT	11.50	
VALET/PARKING	VALET CASHIER	11.00	TIPS
VALET/PARKING	VALET RUNNER	9.00	TIPS
WAREHOUSE	WAREHOUSE PERSON	12.00	
WAREHOUSE	WAREHOUSE PERSON LD	16.50	

## EXHIBIT XI – EMPLOYER WORK RULES DEEMED REASONABLE

Department	Description	Last Revised
Cage	Cashier Training Guide	4/16/2019
Cage	Cage SOP's 1-78	
Cage	Adding SSN to CMP	5/2/2016
Cage	Address change in CMP	5/2/2016
Cage	Agent Transactions in RA	5/2/2016
Cage	Banking Deposit Grave Shift	10/11/2016
Cage	Blue Chip Procedure	12/13/2017
Cage	Cage Tokes	
Cage	Cash Coupon	
Cage	Cash For Cash Exchange	5/22/2016
Cage	Cash Handling	6/20/2016
Cage	Cash Promo Voucher	6/18/2016
Cage	Cash Transactions	6/14/2016
Cage	Cashier Generated Tickets (Supervisors)	6/14/2016
Cage	Cashier Check Or Bank Check	9/28/2016
Cage	Cashing Casino Check	5/8/2016
Cage	Changing Jetsort Counts (Supervisors)	
Cage	Chip Credit	6/14/2016
Cage	Chip Redemption	6/23/2018
Cage	Closing Front Window	6/14/2016
Cage	Counterfeit Funds	8/15/2018
Cage	Counting Chips	5/8/2016
Cage	Counting In The Main Bank	6/14/2016
Cage	Counting Out Of The Main Bank	6/14/2016
Cage	Credit Card Advance	4/17/2017
Cage	Waive Credit Card Fee	5/22/2016
Cage	Personal and Marker Check Deposit Procedure	1/8/2018
Cage	E-Check Cashing	5/14/2016
Cage	Entering New Patron In CMP	10/24/2017
Cage	Fastcash Report Running	6/20/2016
Cage	Fill Bank Count In	6/14/2016
Cage	Fill Bank Count Out	6/14/2016
Cage	Foodcourt Kiosk Changing Cassette	11/12/2018
Cage	Foodcourt Kiosk Crediting Cassette & BV	11/12/2018
Cage	Foodcourt Kiosk Loading Cassettes	11/12/2018
Cage	Foreign Jackpot	6/14/2016
Cage	Found Money SOP	6/15/2016
Cage	Front Money Deposit	6/15/2016

<b>Department</b>	<b>Description</b>	<b>Last Revised</b>
Cage	Front Money Withdrawal	6/15/2016
Cage	Gaming Prohibited Jackpot	6/18/2016
Cage	JACK Cincinnati Chip Redemption	10/18/2017
Cage	Jackpot Payouts	10/18/2016
Cage	Manual Credit	6/20/2016
Cage	Manual Marker Issuances	11/6/2016
Cage	Marker Bank Count In	10/24/2017
Cage	Marker Bank Count Out	7/16/2016
Cage	Marker Issuances	7/16/2016
Cage	Marker Payment (Chips Or Cash)	6/15/2016
Cage	Marker Payment (Partial Payments)	6/18/2016
Cage	Marker Payment (Check)	6/18/2016
Cage	Missing Key	6/15/2016
Cage	No ID Jackpot Deposit	10/24/2017
Cage	No ID Jackpot Withdrawal	10/24/2017
Cage	Notifying Surveillance	10/18/2016
Cage	Opening Front Window	10/24/2017
Cage	Override Fastcash Ticket	5/8/2016
Cage	Paid Out	6/14/2016
Cage	Poker Dealer Cash Out	6/27/2016
Cage	Promo Chip Issuance	9/4/2017
Cage	Promo Chip Return	9/4/2017
Cage	Redeeming Fast Cash Tickets	
Cage	Replenishing Slot Wallets	6/14/2016
Cage	Return Marker Payment At Cage	11/21/2016
Cage	Safekeeping Withdrawal	6/15/2016
Cage	Safekeeping Deposit	6/15/2016
Cage	Saving Count Sheet	6/14/2016
Cage	Slot Tech Machine Testing Paid Out	10/3/2016
Cage	Slot Tech Machine Testing Paid In	10/3/2016
Cage	Slot Tokens	6/14/2016
Cage	Slot Wallet	9/27/2016
Cage	Table Credit Issuance	2/21/2017
Cage	Table Fill Issuance	8/30/2017
Cage	Table Fill/Credit Voids	6/20/2016
Cage	Table Games Jackpot	10/24/2017
Cage	Travelers Check	5/8/2016
Cage	Unsecured Funds	10/18/2016
Cage	Updating patron Information In CMP	5/2/2016
Cage	Void Credit Card Cash Advance	6/20/2016

<b>Department</b>	<b>Description</b>	<b>Last Revised</b>
Cage	Voided Markers	6/20/2016
Cage	Wire Transfers	5/8/2016
Cage	Cage OCCC All Internal Controls	
Cage	Cage Cashier Training Check List	
Cage	End of Training Cage Cashier Evaluation Test	
Cage	Currency Transaction Reporting & Suspicious Activity Guide	5/22/2018
Cage	Cage T31-CTRC - Cage Cashier Test	
Cage	Trainer Read and Sign	
Cage	Trainer Completion Acknowledgement Form	
Count Room	Count Room SOP's	
Count Room	Security	5/3/2018
Count Room	Entering/Exiting Count Room During Count	3/17/2018
Count Room	Drop Single Team	5/3/2018
Count Room	Slot Machine Drop Procedure	5/3/2018
Count Room	Table Games Count	5/3/2018
Count Room	Slot Count Docking Procedures	5/3/2018
Count Room	Poker Drop Count	5/3/2018
Count Room	Bad Beat Drop Count	5/3/2018
Count Room	G&D Currency Counter	5/3/2018
Count Room	Cassette Fill Procedures	5/3/2018
Count Room	Glove Use In Count Room	
Count Room	Poker Count/Chip Star	10/1/2014
Count Room	NRT Drop Procedure	10/7/2015
Count Room	G&D Outside Vendor/Bank Team	11/21/2015
Count Room	Count Room OCCC Internal Controls	
Count Room	SOP and Internal Controls Read and Sign	
Count Room	Drop and Count Schedule	4/12/2019
EVS	Escalators SOP	9/21/2018
EVS	Found Money SOP	8/3/2018
EVS	BBP Clean Up SOP	8/4/2018
EVS	BIO Clean Up SOP	8/5/2018
EVS	Break Times SOP	8/8/2018
EVS	Ear Buds SOP	8/4/2018
EVS	Radio SOP	8/8/2018
EVS	Timekeeping SOP	8/8/2018
EVS	Paper Towel Dispenser	10/24/2018
EVS	Toilet Paper Dispenser SOP	8/4/2018
EVS	Vacuums SOP	6/29/2018
EVS	Bathrooms SOP	8/8/2018
EVS	Key Box SOP	

<b>Department</b>	<b>Description</b>	<b>Last Revised</b>
EVS	Call off SOP	8/29/2018
F&B Beverage	Bartender General Expectations	
F&B Beverage	Bartender Checklist	
F&B Beverage	Bartender Wine Carafe Policy	
F&B Beverage	Bartender Jigger Usage Policy	3/3/2018
F&B Beverage	Food & Beverage Cash handling/Variance Policy	8/5/2017
F&B Beverage	Standard Procedure For Voids	
F&B Beverage	POS Order Entry, Tendering, & Open Check Policy	5/29/2017
F&B Beverage	Tips & Gratuities, Gift Acceptance from Guests & Chip Handling	
F&B Beverage	Cash Drawer Drop Policy	
F&B Beverage	Last Call & Ohio Liquor Laws	
F&B Beverage	Bartender Appearance Standards	
F&B Beverage	Female Library Bartender Appearance Standards	
F&B Beverage	Male Library Bartender Appearance Standards	
F&B Beverage	Library Host Appearance Standards	
F&B Beverage	Library Server Appearance Standards	
F&B Beverage	Library Host Appearance Standards	
F&B Beverage	Beverage Server General Expectations	
F&B Beverage	Dual Coded Server	10/15/2018
F&B Beverage	Server Casino Floor Layout Policy	
F&B Beverage	Poker Floor Layout	12/21/2018
F&B Beverage	Casino Floor Beverage Service- Steps of Service	
F&B Beverage	Casino Floor Beverage Service- Steps of Service Table Games	6/23/2018
F&B Beverage	Beverage Server Appearance Standards- All Locations	
F&B Beverage	Referee Appearance Standards	9/10/2017
F&B Beverage	Male Beverage Server Appearance Standards	
F&B Beverage	Bar Porter General Expectations	
F&B Beverage	Bar Porter Checklist	
F&B Beverage	Bar Porter Break Standard Operating Procedure	1/18/2018
F&B Beverage	Keg Lifting Standard Operating Procedure	
F&B Beverage	The Glacier Keg Lifter Operating Manual	
F&B Beverage	Radio Handling Standard Operating Procedure	1/17/2018
F&B Beverage	Bar Porter Appearance Standards	
F&B Beverage	Appendix C - Gaming Employee Tip Reporting Agreement	
F&B Beverage	GITCA Read & Sign	7/9/2018
F&B Beverage	Early Out Form	
F&B Beverage	Team Member Breaks	8/25/2018
F&B Buffet BOH	North AM Checklist	
F&B Buffet BOH	Dessert AM Checklist	

<b>Department</b>	<b>Description</b>	<b>Last Revised</b>
F&B Buffet BOH	South AM Checklist	
F&B Buffet BOH	Production AM Checklist	
F&B Buffet BOH	Garde Manger AM Checklist	
F&B Buffet BOH	North PM Checklist	
F&B Buffet BOH	Dessert PM Checklist	
F&B Buffet BOH	South PM Checklist	
F&B Buffet BOH	Production PM Checklist	
F&B Buffet BOH	Garde Manger PM Checklist	
F&B Buffet BOH	Time Clock	3/18/2019
F&B Buffet BOH	How to Use Henny Penny	6/16/2018
F&B Buffet BOH	One for One Chef Hat	
F&B Buffet BOH	Dress Code	
F&B Buffet BOH	Cook Station Sign Out	11/1/2017
F&B Buffet BOH	Calling Off Procedure	8/10/2017
F&B Buffet FOH	Prepared to Work	8/10/2017
F&B Buffet FOH	Appearance Standards	5/1/2019
F&B Buffet FOH	Podium & Seating Chart Use	3/22/2018
F&B Buffet FOH	Napkins, Plates and Silverware Procedures	10/10/2018
F&B Buffet FOH	Side Station Cleanliness	5/1/2019
F&B Buffet FOH	Roll-up Side Work	5/1/2019
F&B Buffet FOH	Coupon Policy	9/22/2017
F&B Buffet FOH	Radio Use	3/21/2018
F&B Buffet FOH	Breaks	5/1/2019
F&B Buffet FOH	Cash Handling	5/1/2019
F&B Buffet FOH	Cashier Change	4/10/2017
F&B Buffet FOH	Credit Card Authorization	10/10/2018
F&B Buffet FOH	Credit Card ID Procedure	3/21/2018
F&B Buffet FOH	Info G Card Handling Policy	5/1/2019
F&B Buffet FOH	Variance Policy	6/27/2017
F&B Buffet FOH	Variance Policy Acknowledgement	6/27/2017
F&B Food Court	Cash Handling	
F&B Food Court	Variance Policy	8/5/2017
F&B Food Court	Variance Policy Acknowledgement	8/5/2017
F&B Food Court	Cashier Change	4/10/2017
F&B Food Court	Credit Card Authorization	10/10/2018
F&B Food Court	Credit Card ID Procedure	10/10/2018
F&B Food Court	Info G Card Handling Policy	
F&B Food Court	Time Clock	8/12/2017
F&B Food Court	Dress Code	
F&B Food Court	GLM300-Semi auto Slicer	

<b>Department</b>	<b>Description</b>	<b>Last Revised</b>
F&B Food Court	Safety Training Acknowledgement	
F&B Food Court	Appearance	8/1/2017
F&B Food Court	AUTHMGMT Comps for Third Party Vendors	
F&B Stewarding	Calling Off Procedure	8/10/2017
F&B Stewarding	TDR Attendant Position SOP/R&S	7/20/2018
F&B Stewarding	Pot Room Position SOP/R&S	5/10/2018
F&B Stewarding	Kitchen Runner Position SOP/R&S	5/10/2018
F&B Stewarding	Buffet Runner Position SOP/R&S	5/10/2018
F&B Stewarding	Trash Position SOP/R&S	5/10/2018
F&B Stewarding	Night Cleaner Position SOP/R&S	5/10/2018
F&B Stewarding	Dish Room SOP/R&S	5/10/2018
F&B Stewarding	Dish machine Procedures SOP/R&S	8/21/2017
F&B Stewarding	Food Court Procedures SOP/R&S	12/25/2017
F&B Stewarding	Training Checklist	
F&B Stewarding	Oil Filtering SOP/R&S	5/14/2018
F&B Stewarding	Safety Data Sheets/Manual Acknowledgment	
Poker	Poker Expectations	5/1/2019
Poker	House Rules	
Poker	Tournament Rules	4/12/2019
Poker	Poker Variance Policy	5/1/2019
Poker	Poker Time and Toke Box Policy	5/1/2019
Slot Performance	Clocking In And Out	4/19/2019
Slot Performance	Sensitive Keys	4/19/2019
Slot Performance	Sensitive Locks	4/19/2019
Slot Performance	MEAL Books	4/19/2019
Slot Performance	Placing EGMs (Electronic Gaming Machine) Out of Service (OOS)	4/19/2019
Slot Performance	OCCC Seals	4/19/2019
Slot Performance	Found Money/Funds/Credits	4/19/2019
Slot Performance	Unsecured Currency, Vouchers, Tickets, And Coupons	4/19/2019
Slot Performance	Test Money and Variances	4/19/2019
Slot Performance	EGM (Electronic Gaming Machine) Reel Removal	4/19/2019
Slot Performance	Interblock Craps Dice Read Error	4/19/2019
Slot Performance	IVIEW Replacement	4/19/2019
Slot Performance	Call Offs	4/19/2019
Slot Performance	Coin Testing	4/19/2019
Slot Performance	Progressive Testing	4/19/2019
Slot Performance	FSP (Free Slot Play) And ARD (Automatic Re-Deposit) Testing	4/19/2019
Slot Performance	E-Drop (Emergency Drop)	4/19/2019
Slot Performance	Slot Performance Acknowledgement Read & Sign	4/19/2019

<b>Department</b>	<b>Description</b>	<b>Last Revised</b>
Slots	Taxable Jackpot	3/22/2019
Slots	No ID Jackpot	3/22/2019
Slots	Manual Jackpot	3/22/2019
Slots	Wallet Replenishment	3/22/2019
Slots	Refilling Printer Paper	3/22/2019
Slots	Slot Machine Dispute	3/23/2019
Slots	Ticket / Bill in BV	3/23/2019
Slots	SDS Failure	3/24/2019
Slots	CMP Failure	3/23/2019
Slots	Variances (Over/Short)	3/23/2019
Slots	Reel Tilt	3/24/2019
Slots	Customer Dispute (OCCC)	3/24/2019
Slots	PTO Requests	3/24/2019
Slots	Slot Ops Call Off	3/24/2019
Slots	Clocking In/Out	3/24/2019
Slots	Meal Book Policy and Procedures	3/24/2019
Slots	SOP & Internal Controls Read & Sign	
Slots	Capping Electronic Gaming Devices	
Slots	Crisis Closure Plan	3/24/2019
Slots	Exception Policy	
Slots	Exception Policy Read and Sign	3/24/2019
Slots	Gaming Licenses Read & Sign	3/24/2019
Slots	Intercept Usage Read & Sign	3/24/2019
Slots	Performance of Intercept Read & Sign	3/24/2019
Slots	Radio Accountability Read & Sign	3/24/2019
Slots	Signatures Requirement Read & Sign	3/24/2019
Slots	Tips and Gratuities	3/24/2019
Slots	Variance Policy	3/24/2019
Slots	Variance Policy Read & Sign	3/24/2019
Slots	Wallet Read & Sign	3/24/2019
Table Games	Employee Signature Card	
Table Games	Disciplinary Policy for Proper Form Completion	
Table Games	Performance Standards for Monetary Loss	
Table Games	Handling Intoxicated Guests	
Table Games	Disciplinary Policy for Proper TG Asset Protection Procedures	
Table Games	Preference Sheet- Part Time	
Table Games	Preference Sheet- Full Time	
Table Games	Preference Sheet- Start Time	
Table Games	Skill Set Acknowledgement	3/25/2019
Table Games	Schedule/Shadow Acknowledgement	

<b>Department</b>	<b>Description</b>	<b>Last Revised</b>
Table Games	Exception Policy	3/25/2019
Table Games	Fire Alarm and Evacuations Procedures	
Table Games	Casino "Nevers"	
Table Games	Color Up Process	
Table Games	Found Money	
Table Games	Guest ID Check	
Table Games	Table Games Anti-Fatigue Mats	
Table Games	Table Opener	9/16/2015
Table Games	Table Closer	9/16/2015
Table Games	Table Games Free Bet Redemption SOP	
Table Games	TG Dealer Tips and Gratuities	
Table Games	Toke Reconciliation	2/18/2019
Table Games	Deep Well Chip Tray	1/12/2017
Table Games	Synergy Arena Dealertainer & TG Supervisor SOP	
Table Games	Read and Sign for Dealer SOP's	4/17/2019
Table Games	Clearing Your Hands	
Table Games	Read and Sign Checklist	4/26/2019
Valet	JCL Cash Handling Policies and Procedures	
Valet	JCL Valet Special Situation Read and Sign	
Warehouse	Warehouse Receiving	
Warehouse	Mailroom Operations	
Warehouse	Warehouse Inventory Storage	
Warehouse	Issuing Inventory Items	

## **SIDE LETTER AGREEMENT – MINIMUM WAGE RATE INCREASES**

This Side Letter Agreement (this “Side Letter”) is made by and between the Cleveland / Cincinnati Ohio Casino Workers Council, Cleveland, Ohio (the “Union”) and JACK Cleveland Casino LLC (the “Employer”) (collectively, the “Parties”).

The Parties are signatories to a collective bargaining agreement (the “Agreement”) for the period March 27, 2021 through March 31, 2025 (or thereafter as set forth in Article 35 of the Agreement) (the “Term”).

Notwithstanding anything in the Agreement to the contrary, the parties agree that the terms of this Side Letter shall govern the wages paid to Team Members during the Term.

At any time during the Term, if any Team Member’s hourly base rate of pay under the Agreement is lower than the applicable minimum wage rate under federal, state or local law, the Team Member’s hourly base rate of pay shall increase to the required minimum wage rate. The Parties agree that this required minimum wage increase will be treated as a full and/or partial advance on the next scheduled contractual wage increase(s), such that the Team Member will not be entitled to any scheduled contractual wage increase until such time that his hourly base rate of pay would fall below the hourly base rate of pay to which he would have been entitled under the Agreement in the absence of the increase in the minimum wage. However, the Team Member will then only be entitled to a wage increase that raises his hourly base rate of pay to the amount he would have received in the absence of the minimum wage increase.

Similarly, if the starting hourly base rate of pay for a classification under the Agreement is lower than the applicable minimum wage rate under federal, state or local law, the starting hourly base rate of pay for the classification shall increase to the required minimum wage rate. The Parties agree that this required minimum wage increase will be treated as a full and/or partial advance on the next scheduled contractual wage increase(s) for any new hire Team Member hired after the effective date of the increase required by law, such that the Team Member will not be entitled to any scheduled contractual wage increase until such time that his hourly base rate of pay would fall below the hourly base rate of pay to which he would have been entitled under the Agreement in the absence of the increase in the minimum wage. However, the Team Member will then only be entitled to a wage increase that raises his hourly base rate of pay to the amount he would have received in the absence of the minimum wage increase.

This Side Letter shall be in effect for the Term of the Agreement.

By signing below, the Parties have caused this Side Letter to be executed by their duly authorized representatives.

**For the Employer:**

**JACK CLEVELAND CASINO LLC**

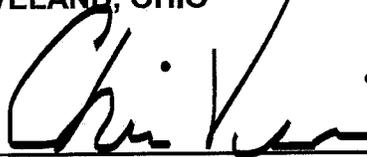


By: \_\_\_\_\_  
Its: SVP & General Manager

Date: 6/30/2021

**For the Union:**

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



By: \_\_\_\_\_  
Its: CCOCWC Chief Spokesperson

Date: 5/6/2021

## **SIDE LETTER AGREEMENT – DUAL RATE TABLE GAMES DEALERS**

This Side Letter Agreement (this “Side Letter”) is made by and between the Cleveland / Cincinnati Ohio Casino Workers Council, Cleveland, Ohio (the “Union”) and JACK Cleveland Casino LLC (the “Employer”) (collectively, the “Parties”).

The Parties are signatories to a collective bargaining agreement (“CBA”) for the period March 27, 2021 through March 31, 2025 (or thereafter as set forth in Article 35 of the CBA) (the “Term”). The Parties agree as follows related to the Dual Rate Table Games Dealer (“Dual Rate”) classification:

1. A Dual Rate is a separate and distinct classification from any other classification in the Table Games Department. “Classification Seniority” shall be defined as a Dual Rate’s length of continuous service in years, months, and days from his most recent date of hire or transfer into a particular job classification.

2. The first ninety (90) days of becoming a Dual Rate is probationary, during which a Dual Rate may voluntarily or involuntarily be returned to his former classification, if any. After such time, any Dual Rate returning to any former classification other than a Table Games Dealer (“Dealer”) for any reason will receive a new Classification Seniority date on such date of return.

3. A Dual Rate who, for any reason, transfers to the Dealer classification shall be allowed to do so while retaining his original Classification Seniority date in that Dealer position, with full seniority accumulated. Such employee shall be permitted to bid on available shift openings pursuant to Section 9.6 of the CBA.

4. All paid time off (PTO, Bereavement, Jury duty, etc.) shall be at the Dual Rate hourly base rate of pay.

5. The Employer will endeavor to minimize the number of switches between assignments in a given day for a Dual Rate.

6. The starting hourly base rate of pay for a Dual Rate Table Games Dealer is set forth in the CBA. Dual Rates shall receive all percentage increases and bonuses applicable under the CBA.

7. Dual Rates promoted to supervisor or who transfer outside of the Bargaining Unit represented by the Union shall lose all their Classification Seniority if they are not returned voluntarily or by Employer action to their Dual Rate position within thirty (30) days.

8. In the event of a Force Out or forced overtime on a particular day, a Dual Rate who is acting in a Dealer capacity that day shall be considered for Force Out or forced overtime using his Classification Seniority date in his Dealer position if he is

clocked in as a Dealer at the time the Force Out or forced overtime decision is made by the Employer.

9. A Dual Rate who is acting in a Dealer capacity that day shall not be reassigned to a non-dealing/supervisory role for the purpose of allowing a Supervisor to voluntary early out.

10. A Dual Rate position is a separate and distinct classification and will be treated as such in the event of a layoff/recall. In the event of a layoff/recall in the Dealer classification, a Dual Rate will not be laid off or recalled pursuant to Article 9 of the CBA, unless during a ninety (90) day look-back period from the date of the layoff/recall the Dual Rate worked less than thirty percent (30%) in a non-dealing/supervisory role, in which case, he will be treated as a Dealer for the purposes of layoff/recall. In the event of a layoff/recall in the Dual Rate classification pursuant to Article 9 of the CBA, an affected Dual Rate may either displace the least senior Dealer with less House Seniority than the affected Dual Rate or accept the layoff.

11. Employees acting in a Dual Rate capacity shall not have the authority to issue discipline to or terminate other employees. Dual Rates, however, shall have the ability to consult with management on actions witnessed by that Dual Rate.

12. This Agreement shall be in effect for the Term of the CBA.

By signing below, the Parties have caused this Agreement to be executed by their duly authorized representatives.

**For the Employer:**

**JACK CLEVELAND CASINO LLC**



By:  
Its: SVP & General Manager

Date: 6/30/2021

**For the Union:**

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



By:  
Its: CCOCWC Chief Spokesperson

Date: 5/6/2021

## **MEMORANDUM OF AGREEMENT – JOINT HEALTH AND SAFETY COMMITTEE**

The Employer and the Union recognize that a safe and healthy workplace requires their joint commitment. Therefore, a Joint Health and Safety Committee shall be established. The Committee shall meet once every quarter or as determined by the Committee. Team Members shall not be compensated for time spent on Committee meetings unless the meeting is held during a Team Member's regularly scheduled shift.

The Committee shall consist of up to five (5) members appointed by the Union (one member from each of the individual labor organizations comprising the CCOCWC) and up to five (5) members appointed by the Employer. The parties may agree to expand the Committee provided that equal representation is maintained. The purpose of the Committee is to discuss and make recommendations to the Employer on health and safety concerns. The members are charged with establishing the topics and setting the agenda for the meetings.

## **MEMORANDUM OF AGREEMENT – SAFE WORKPLACE**

Commitment to Safety. The Employer affirms that the safety of its Team Members is of paramount concern and that it will take reasonable measures to provide a safe workplace for all Team Members. The Employer shall take reasonable steps to address reports of inappropriate guest conduct toward a Team Member including threats, inappropriate advances and harassment and will respond promptly and adequately should such conduct occur. The Union and the Team Members understand the importance of Team Member participation in maintaining a safe workplace and agree that Team Members shall follow all reasonable safety rules and policies and notify management or security personnel of any observed or reported unsafe incident, condition, or situation.

Team Member Complaints. The Employer shall promptly and adequately respond to Team Member complaints of threats, inappropriate advances or harassment by a guest. Team Members making such complaints in good faith shall not be disciplined or retaliated against for doing so.