

Agreement

between

HARD ROCK CASINO CINCINNATI, LLC

and

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

Effective Date: October 1, 2021

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PREAMBLE

This collective bargaining agreement (hereinafter referred to as the “Agreement”) is made and entered into this 1st day of October 2021 between Hard Rock 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 the Employer’s facility located at 1000 Broadway Cincinnati, Ohio 45202.

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, callouts 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 definition of the Bargaining Unit contained in Exhibit I shall supersede the definition of the proposed Bargaining Unit in the Memorandum of Agreement attached hereto as Exhibit XI. 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.

All language in this Agreement excludes representation to Team Members employed at Hard Rock Café.

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-two (32) 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 Due to such reduced scheduling, certain provisions of this Agreement shall not be applicable or be prorated, including:

- Article 7, except Sections 7.8, 7.9, and 7.12 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.

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 four (4) separate labor organizations [i.e., International Brotherhood of Teamsters (“IBT”), UNITE HERE, United Automobile, Aerospace & Agricultural Implement Workers of America (“UAW”), and United Steel Workers Union (“USW”)] 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 unless the Employer encounters difficulties or problems in addressing relevant issues with any of the constituent labor organizations comprising the CCOCWC. In that event, the Employer has the sole right to deal with the designated CCOCWC representative(s) to resolve any such issues. The Union agrees that in any such circumstances it will make the designated CCOCWC representative available and will attempt to resolve the underlying problem(s) in good faith. Upon the Effective Date of this Agreement, the Union has an obligation to designate one (1) CCOCWC representative and

one (1) alternate CCOCWC representative who the Employer may rely on as the agents or representatives of the entire CCOCWC including all constituent members. In the event that either designated individual will no longer serve in that capacity, the CCOCWC will immediately designate (a) replacement(s) and notify the Employer of the same.

The Union shall advise the Employer before the Effective Date of this Agreement in writing as to the jurisdiction of each respective labor organization comprising the Union.

ARTICLE 2: MANAGEMENT RIGHTS

Section 2.1: Except as specifically limited within this agreement, the Employer shall have the exclusive right to manage and operate the Employer's business, 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 or classification 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 or classifications; to set standards and methods of performance of work for Team Members in each department and classification; to install, alter, remove, or relocate property or equipment; to increase or decrease the space allotted to any department or classification 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 classifications or 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. With respect to each of the management rights set forth above, the Union hereby expressly and unequivocally waives its right to bargain over the decision to exercise such rights, but maintains its right to bargain over the effects of such decisions

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

Section 2.3: Reasonable Work Rules. As set forth in Section 2.1, the Employer may establish reasonable work rules and regulations, not inconsistent with this Agreement, to govern any term and condition of employment of the Bargaining Unit. In addition, the Employer may amend, modify, add to, subtract from, and/or substitute its existing work rules and policies and implement new work rules during the term of this Agreement and the Union expressly acknowledges its waiver of its right to bargain over the decision and effects of such action. The Employer shall provide the Union written notice of any material amendment or modification to any existing rule or regulation and any proposed new rule or regulation no less than seven (7) 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. Additionally, changes of Regulatory nature shall not require prior approval. The Union acknowledges that the Employer's work rules currently in effect as of the Effective Date of this Agreement shall be deemed "reasonable." These include, but are not limited to, the Team Member Handbook and Employer's Policy Manual as well as all departmental policies and work rules that have been reviewed by the Union and are listed in Exhibit XII attached hereto.

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.

Section 2.8: When a new job classification is introduced within the Bargaining Unit, the Parties shall meet and confer to discuss the Employer's rationale in development of the starting pay rate; however, the Employer retains the sole discretion to set rates of pay for new job classifications.

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 by telephone or email in advance of any such visit described above. Only a reasonable number of Union representatives may gain access to the Employer's premises in any one visit.

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 their 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 one (1) primary, reasonably sized bulletin board totaling a minimum of thirty-two (32) square feet minimum, located in the main employee (back of the house) hallway proximate to the main employee elevator in a location mutually agreed upon by the Parties prior to the Effective Date of this Agreement, for use by the Union for posting notices related only to official Union business. The bulletin board will be enclosed and secured with a lock. The Employer will also allow the Union to post Union notices in the Warehouse department (on space to be designated by the Employer). 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 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 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 Team Members are scheduled to attend. Such notification will include the name(s) of the new Team Members, and the department(s), and classification(s) in which they have been hired. The Union will be permitted to meet with the new 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 and shall be in the best interest of (or "pursuant to"?) a collaborative and beneficial relationship in nature between Union and Company, such that the Union representative is not to speak negatively of the Company

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 (1) of the labor organizations comprising the CCOCWC, in accordance with the provisions of this Article.

Section 4.3: Enforcement Mechanism. The Employer will provide the Team Member with the appropriate Union dues deduction card at the time the Team Member is hired or during the Employer's orientation. 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. The Union shall provide the Employer with a fact sheet and contact information for the Union and each constituent labor organization comprising the Union that the Employer may give to Team Members with questions related to Union membership.

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 scan 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, either physically or by email, 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: 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 Team Member ID number, for whom

such deductions have been made. The information shall be in computer readable electronic form, in an agreed-upon format.

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.

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, quit, 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. This includes but does not exclusively

pertain to Non-Compliance or unresponsiveness to OCCC requests. 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 their former position, if available, or will make reasonable efforts to find a comparable position in their 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 shall pay all license renewal costs for each Team Member in full.

ARTICLE 7: HOURS OF WORK / SCHEDULING / WORK ASSIGNMENTS

Section 7.1: Workweek. Team Members will be scheduled to work on a weekly basis. The work week for Full Time Team Members will consist normally of a minimum of thirty-two (32) 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 this 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.

7.2(a): Work Schedules. The Employer shall determine and prepare work schedules in its sole discretion. If the Union is concerned about shift start times and/or days off scheduling, 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 the Union's concerns.

7.2(b): Property-wide Rebids. The Employer may implement a property-wide rebid at any time following thirty (30) days from notice to the Union of the Employer's intent to conduct such a rebid.

7.2(c): Classification and Departmental Rebids. The Employer may conduct rebids within a single classification or department or multiple classifications or departments (but less than a property-wide rebid) at its discretion. The Employer shall provide the Union with seven (7) days' notice of such rebid, but reserves the right to provide less notice in exigent circumstances.

7.2(d): Status Change. 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: Team Member must maintain an average of thirty two (32) hours worked in a week in order to maintain a full time status in schedule and benefits. The only way to go from full time to part time status or vice versa is by bid.)

Section 7.3: Team Members may bid on each property-wide and departmental rebid within their respective department by job classification and employment status (i.e., full time or part time). Team Members will be selected for the available work based on Classification Seniority provided the Team Member has the qualifications and abilities to satisfactorily perform the available work. The Employer, in its sole discretion, determines if the Team Member is qualified.

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 Team Member's first initial, last name, Team Member ID # and specifying days off and starting and end times. (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.) With the exception of the Banquets department, schedules will be posted at a minimum of fourteen (14) days ahead of the actual work week. Section 7.6 addresses posting of schedules in the Banquets department.

Section 7.5: Work Schedules.

7.5(a): 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(a) above. Generally, projected start times will vary by classification within a two (2) hour range; If at any time during the term of this Agreement as defined in Article 34 the Union raises concerns about fluctuating start times of a department or classification work schedule during a single work week, the Employer will consider the Union's proposals to resolve such concerns.

7.5(b): Generally, Team members' schedules of work, with the exception of Team Members working in the Banquets department, shall not be changed by the Employer with less than one (1) week advance notice, subject to the needs of the business. In the event the Employer provides less than one (1) week advance notice, the Employer shall make contact with the Team Member to communicate the work schedule change. To the extent the Employer is unable to adequately staff a classification when the Employer gives Team Members less than one (1) week advance notice, upon contact by the

Employer, Team Members will be required to report to work based on reverse Classification Seniority within a classification. Within six (6) months of the Effective Date of this Agreement, the Employer will meet with the Union to discuss the viability of making work schedules available to Team Members on the internet if either the Employer or the Union requests such a meeting.

Section 7.6: Banquet Scheduling. To the extent possible, the Employer will post Banquet Team member schedules one (1) week in advance. However, based on the nature of the work in the Banquet department, the Employer has the right to change or establish work schedules with less than one (1) week notice.

Section 7.7: 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 their scheduled shift(s), under the following guidelines:

7.7(a): Whenever possible, requests for such switches should be submitted in writing to the Team Member's immediate supervisor twenty-four (24) hours in advance of the scheduled day off and start time being switched.

7.7(b): The switch does not result in a Part Time Team Member working more than an average of thirty (30) hours per work week unless they are already scheduled to work thirty (30) or more hours the work week in which the switch is requested. 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 their switching schedules pursuant to this Article they become ineligible to receive such benefits. With respect to switches, it is the Full Time Team Member's sole responsibility to ensure their eligibility for benefits offered to Full Time Team Members under this Agreement.

7.7(c): No overtime payment would be required as a result of the proposed switch.

7.7(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 they do not have the same qualifications and abilities as the originally scheduled Team Member; and,

7.7(e): The Employer's refusal to accept a Team Member's request to switch their schedule as set forth in Section 7.7 is not subject to the grievance and arbitration procedure in Article 24. A Team Member may file a complaint with their department head challenging such decision. The department head has the sole discretion whether or not to permit such switch.

Section 7.8: Single Shift. No Team Member shall be required to work more than one (1) shift on anyone (1) twenty-four (24) hour period. This shall not (1) prohibit the Employer from requiring Team Members to work overtime/additional hours before or after their assigned shift or (2) prohibit Team Members from voluntarily working more than one (1) shift within a twenty-four (24) period. If the Employer requires (i.e., the Team Member does not volunteer) a Team Member to work overtime/additional hours pursuant to this Section, the Team Member will be entitled to at least a twelve (12) hour break between the end of the shift on which overtime/additional hours were required and the start of their next shift. Nothing in this Agreement prohibits a Team Member from volunteering to work overtime/additional hours that may cause them to have less than a twelve (12) hour break between shifts. To the extent that application of the twenty-four (24) hour rule described above causes a Team Member to be scheduled for their next shift outside the four (4) hour start time window set forth in Section 7.5, such scheduling shall not be deemed a violation of this Agreement.

Section 7.9: Rest Periods and Meal Breaks.

7.9(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 Total</u>	<u>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 their 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.

7.9(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 ninety (90) 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 and add table location and travel efficiency considerations to dealer road-mapping. If there is a pattern of excessive, unequal break scheduling in the Table Games 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 the Union's concerns.

7.9(c): Team Members in the Dealer classifications in the Poker department shall be entitled to a minimum of one (1) thirty (30) minute break in the course of an eight (8) hour shift; however, the Employer reserves the right in its sole discretion to modify this break schedule based on business needs.

7.9(d): Team Member Dining Room. Team Members will be provided with the same Team Member Dining Room (TDR) privileges as non-bargaining unit employees.

Section 7.10: 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 Team Members who voluntarily wish to leave work prior to the end of their shift for an Early Out pursuant to departmental policy. Prior to the Effective Date of this Agreement, the Employer will meet and confer with the Union regarding each bargaining unit departments’ Early Out procedure upon written request by the Union. 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 they actually worked count toward their 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 7.11: 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 a first out basis within a specific start time, based on reverse Classification Seniority pursuant to the parameters set forth in the next sentence. Within a particular job classification, On Call Team Members will be selected for Force Out prior to any Part Time Team Members, and Part Time Team Members will be selected Force Out prior to any Full Time Team Members unless in the Employer’s sole discretion the applicable Team Members do not have the qualifications and abilities to satisfactorily perform the required work, a Team Member who would otherwise be Forced Out is needed to complete their scheduled shift, or the Employer will be required to pay overtime. Team Members who are selected for Force Out are paid only for time actually worked or two (2) hours, whichever is higher. For the purpose of determining eligibility for benefits, a Team Member who is selected for Force Out pursuant to this Section will have all hours they would have worked if they had not been Forced Out count toward their benefits eligibility.

Section 7.12: Work Assignments. The Employer may make work assignments 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. The Employer may at its sole discretion change work assignments during the term of this Agreement. When Team Members are requested to perform the full duties of another classification outside of their current classification(s) or tier for four (4) consecutive hours, they will be paid at either the classification hourly rate paid to those who normally perform such work, or their current rate of pay, whichever is higher for the duration of such assignment. This only applies to cage cashiers and

Cook 1-3 who are performing such duties due to shortage/absence of a regularly scheduled team member.

Section 7.13: Early Out. No Team Member requesting an Early Out (EO), outside of the Departments' Early Out procedures, shall be delayed for release more than one and one half (1.5) hours after the request is made

7.14: When unforeseen overtime is required and less than one (1) hour notice is given, the Team Member shall be permitted to make a phone call to coordinate their other obligations if requested.

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 documented coaching, written warning, final written warning, suspension, or termination. The Employer may suspend a Team Member without pay pending investigation into alleged misconduct. Verbal Warnings and Informational Entries are intended for coaching and educational purposes and shall not be subject to the grievance and arbitration procedure.

Section 8.2: Customer Service.

8.2(a): The Employer is committed to providing Amplified Service to its guests. The Union acknowledges that outstanding customer service is vital to the success of the Employer's business, which in turn benefits Team Members, by increasing the likelihood that guests will maximize their immediate stay and return for future visits.

8.2(b): In addressing a Team Member's below standard and/or poor customer service through the disciplinary process, the Employer retains reasonable discretion. This discretion includes the right to utilize progressive discipline, including the right to skip progressive discipline steps, as provided in Section 8.1. The Union retains the right to challenge all discipline imposed by the Employer pursuant to this Subsection.

8.2(c): If the Union believes the Employer is not administering its Mystery Shop Program according to the Mystery Shop Program's guidelines, then the Union may request in writing a meeting with the Employer. The Employer agrees to meet and confer regarding the Union's concerns within a reasonable time.

8.2(d): The Employer also retains the right to refer a Team Member for re-training in customer service standards and behaviors. If a Team Member refuses to attend or participate in a re-training program, they will be subject to immediate termination.

Section 8.3: Serious Acts of Misconduct. The Parties agree that serious misconduct shall result in a Team Member's immediate discharge.

8.3(a): For serious acts of misconduct related to the integrity of the Employer's gaming operations, including but not limited to theft of chips, cash, slot play or electronic credits, comp theft,, 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.

8.3(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 8.4: 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 their 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. The Employer may introduce all prior discipline in any arbitration in which the Union introduces evidence of the grievant's positive work record. 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 level of discipline or corrective action to issue. Upon request, a Team Member may arrange an appointment with the Human Resources department to review their personnel file. The Team Member must provide reasonable notice of this request and must engage in the review when they are 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. Access to all ICs and Procedure manuals for every table game shall be made available in all pits and Training Room in the format determined by the Employer in its sole discretion.

Section 8.5: 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 8.6: Warning Notices. Warning notices (including Informational Entries, Documented Coachings, Written Warnings, Final Written Warnings, Suspensions Pending Investigation and Separations of Employment) 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. Warning notices shall be issued to Team Members as soon as possible after the Employer is aware of the event or action for which the warning notice is issued and has a reasonable period of time to investigate the matter. A copy of any written warning notice shall be issued to the Team Member and a copy to the Union and/or the appropriate labor organization(s) comprising the CCOCWC. The Team Member shall be required to sign all notices for the purposes of acknowledging receipt and may include a rebuttal statement in addition to their signature.

Section 8.7: 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 paid time off ("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 their absence.

Section 8.8: 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 their 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 they have 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, the Employer may contact a Union representative to participate in the meeting by telephone. The Union will provide the Employer with the name and telephone number of a Union representative 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 8.9: Disciplinary Suspension. Upon notification to the Employer in writing, 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. In the event the Team Member returns to work, having not received discipline in any form, they will be paid for the time missed in the course of their suspension.

Section 8.10: Customer Complaints. When a Team Member is subject to discharge based on a customer complaint, the Employer may request that a Union representative be present in the event that the Employer contacts the customer to inquire about the details of the customer's complaint. In the event that the Employer chooses to include a Union representative, the Union representative may not speak to the customer or otherwise make their 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. Nothing in this Section shall preclude the Employer from contacting a customer without the Union's involvement.

Section 8.11: To the extent permitted by the OCCC and applicable law, the Employer agrees that when it relies on surveillance 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, upon written request, to view the relevant surveillance video, on Employer premises accompanied by an Employer representative at a time mutually agreed upon by the Parties, upon the Union's written request. In instances where applicable, the Employer will endeavor to make alternative viewing options of Surveillance footage off premises available to non-Team Member Union Representatives.

The Employer agrees, to the extent permitted by the OCCC, and on an experimental basis, that a designated Union Team Member, who has signed a Non-Disclosure Agreement to the satisfaction of the Employer, to view the relevant surveillance, for the discharge event only, on Employer premises accompanied by an Employer representative at a time mutually agreed upon by the Parties. This will remain in effect for a one (1) year period following the effective date of this agreement, with the Employer's unilateral right to renew this provision.

This applies only to circumstances where specific expertise that would not otherwise be known by the non-Team Member Union Representative is required in order to properly evaluate the decision e.g., Game Procedure Knowledge.

Section 8.12: Drug and Alcohol Testing Policy. The Union acknowledges that the Employer's current drug and alcohol testing policy is "reasonable." The Employer reserves the unilateral right to amend, modify and/or rescind its drug and alcohol testing policy only to the extent that such policy changes apply in equal force to the Employer's non-bargaining unit employees

except as provided below in Subsections 8.12(a)-(f), which requirements shall remain in effect during the term of the Agreement. The Union expressly waives its right to bargain over the decision to make, and effects of, any changes to the Employer's drug and alcohol testing policy during the term of this Agreement; however, the Union may challenge the "reasonableness" of any changes the Employer makes to the drug and alcohol testing policy and upon written notice by the Union, the Employer will meet and confer with the Union regarding any changes it makes to the drug and alcohol testing policy.

8.12(a): 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,

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

8.12(c): All test results shall be provided to the Union if the Team Member being tested consents in writing; and

8.12(d): 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.

8.12(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 or forty-five (45) days of actual work in their hired position (time spent as a dealer trainee is not included in the probationary period), whichever is greater, following their date of hire. The parties may mutually extend the probationary period on a case-by-case basis. 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 or for no reason, with or without notice, and without recourse to the grievance and arbitration procedures set forth in Article 24 herein. Upon completion of the probationary period, seniority shall date back to the Team Member's most recent date of hire. On Call Team Members may be discharged or laid off for any reason at any time during their employment without recourse to the grievance and arbitration procedures set forth in Article 24 herein.

Section 9.2: Seniority.

9.2(a): House Seniority. House Seniority is a Team Member's length of continuous service in years, months and days from the Team Member's most recent date of hire by the Employer except as provided in Section 9.2(f) below.

9.2(b): 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 their current job classification. Job classifications are set forth in Exhibit X to this Agreement.

9.2(c): Full Time Team Members (by 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 seniority) will be permitted to bid on part-time schedules before Full Time Team Members will be permitted to bid on part-time schedules. 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 Team Members in other Bargaining Unit job classifications in the following circumstances (1) where the Employer has made such assignments in the past; (2) for business reasons but only to the extent such assignment may be made for no more than two (2) consecutive weeks; or (3) in emergency situations. This shall not limit the Employer's right to use dual coded employees. The Employer may cross-utilize On Call Team Members subject to the provisions of this Section. If the Union perceives an issue with respect to preferred start times and days off in a given department or classification, the Union may request in writing that the Parties meet and confer to discuss the issues.

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

9.2(e): 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(f): Team Members who transferred from another Caesars Entertainment Corporation-owned and/or operated location prior to the date on which Hard Rock Casino Cincinnati LLC assumed management of the Employer's facility ("Transition Date") will retain their current House Seniority. Team Members who transferred from a JACK Entertainment LLC-owned and/or operated location shall retain their original Seniority date prior to September 20th, 2019. The Team Member's Classification Seniority date shall be the date of the Team Member's transfer into the Bargaining Unit.

9.2(g): Outlet Seniority. For all Team Members who work in a food, beverage or restaurant outlet, Classification Seniority shall only be based on seniority within the particular food, beverage, or restaurant outlet in which the Team Members work.

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 new House Seniority and Classification Seniority dates 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. House Seniority and Classification 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 their 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.

9.3(d): Retirement.

9.3(e): The Team Member is laid off for a period equal to their 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 Team Members to be laid off, and the timing and length of such layoffs are within the sole discretion of the Employer.

9.4(b): To the extent practicable, the Employer will provide the Union with at least seven (7) days advance notice of a layoff. When such notice is provided, the Parties may meet to discuss the planned layoff pursuant to the Labor-Management Cooperation provision of this Agreement. In the event that the Parties are unable to reach agreement on the need and scope of the proposed layoff within a forty-eight (48) hour period following notice to

the Union, the Employer may implement the layoff in its sole discretion. Prior to implementation of the layoff, the Employer shall provide the names, job classifications, and seniority dates of the Team Members to be laid off. The Union retains the right to bargain over the effects of the reduction in force.

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

- Probationary employees 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 satisfactorily the work in the context of a reduced work force.

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

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

9.4(h): Other Work Opportunities. At the time of layoff, a Team Member may provide in writing to the Human Resources department notification of their availability for temporary work assignments during the layoff period. A Team Member on layoff status who has indicated availability for work may be offered available temporary work in their regular job classification on the basis of Team Member job performance including work history, skills, qualifications, attendance record and availability. Where two (2) or more Team Members are determined by the Employer to be equal in terms of these factors, the Team Member with the highest Classification Seniority shall be offered the available temporary work. When a Team Member indicates availability, they shall not be called for available temporary work after they have refused three (3) offers, provided they receive 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 their interest to transfer to vacant Bargaining Unit positions outside of their regular job classification. It is the Union's responsibility to inform Team Members affected by this Section of those vacant Bargaining Unit positions only posted internally. In filling vacancies for which the Employer receives applications from Team Members on layoff, the Employer in its sole discretion on the basis of Team Member job performance including, but not limited to, work history, skills, qualifications, attendance record and availability shall determine whether that Team Member has the qualifications and abilities to perform satisfactorily the job duties in that position. Where two (2) or more Team Members on layoff are determined by the Employer in its sole discretion to be equal in terms of the factors considered, the available work shall be offered to Team Members according to House Seniority. If a Team Member transfers to another position, they will have recall rights to the former position for the remainder of the original twelve (12) calendar months from the date the Team Member was laid off. In the event the Employer offers any training programs during the period a Team Member is on layoff, the Team Member may participate in the Employer's training program, if any.

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

9.4(k): Nothing in this Article shall prevent the Employer from reducing Full Time or Part Time Team Member hours in lieu of implementing a layoff, except to the extent set forth below. In the event that the Employer decides to reduce Full Time Team Members' hours for purposes of this Section, the Employer agrees to meet and confer with the Union before doing so. If the Parties do not agree, the Employer retains the sole discretion to reduce Full Time Team Members' hours for the purposes of this Section for an initial period of up to thirty (30) days. Thereafter, the Employer agrees to meet and confer with the Union again to discuss whether to continue the reduction in full time work schedules or to layoff Team Members. The Employer retains the sole discretion to

reduce Full Time Team Members' hours for an additional thirty (30) days. At the end of this sixty (60) day period, the Employer may revert back to the prior work schedules or effectuate a layoff pursuant to the procedure outlined in Section 9.4. During the sixty (60) day period, Full Time Team Members hours may not be reduced below thirty (30) hours per workweek.

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, attendance record, 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 to their original position, if available. Otherwise, the Team Member shall be placed on lay off status. 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 or with an employee outside of the Bargaining Unit. 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 9.5(a): Cage Cashiers who move between tiers in their classification “ladder” will retain their classification seniority when moving, for all purposes, as if they remained in their former position.

Section 9.6: Transfers within Classification. When there is a permanent vacancy on a particular shift or station (where the work schedule includes a permanent station assignment), Team Members in the same job classification may bid for such opening. The most senior Team Member based on Classification Seniority bidding on such opening will be assigned the vacant position, provided that the Team Member has the qualifications and abilities to perform satisfactorily the job duties in that position. The Employer has the sole discretion to determine if the Team Member has the ability to perform the requisite job duties. In the event the Employer in its sole discretion subsequently determines that the Team Member cannot perform satisfactorily in the new position, the Employer will return the Team Member within ten (10) calendar days to their original position, if available. Otherwise, the Team Member shall be placed on lay off status.

For the purposes of this Section, the Employer may, at its discretion, utilize Shift Preference Cards to facilitate the filling of vacancies in any classification or department. To the extent that the Employer decides to use Shift Preference Cards, the procedure for using such cards is set for the 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 Article shall assume the weekly schedule of days of work and days off, and the daily shift schedule, applicable to the vacant position to which they transfer. The Team Member shall not be eligible for another transfer under this Section for ninety (90) days or three hundred and sixty (360) hours unless mutually agreed upon in writing by the departmental manager and the Team Member.

9.6(b): If a Team Member notifies the Employer that they do not desire to remain in the new position, then they will be transferred back to their original position within seven (7) calendar days from the date of transfer. If a Team Member voluntarily requests to return to their original position according to the terms of this Section, then they will be precluded from transferring to another position for six (6) months from the date they formally transfer back to their original position unless mutually agreed upon in writing by the Parties. Management reserves the right to return a Team Member to their previous position within this time period. A ninety (90) day probationary period will apply to all Team Members in a new role.

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 they have 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, then the vacancy shall be filled pursuant to the selection process described in this Subsection. If Shift Preference Process/Cards are used by the Employer in anyone (1) or more departments, the Employer and the Union shall develop the Shift Preference Process. 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 at least fifty percent (50%) or more of the available start times and all available shift options. Team

Members shall be allowed to submit, change, or withdraw Shift Preference Cards on a quarterly basis (i.e., on or about January 1, April 1, July 1, and October 1).

Section 9.7: For a period of up to eight (8) weeks, the Employer retains the sole discretion to 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 six (6) weeks.

Section 9.8: For training purposes, the Employer shall have the sole discretion to assign Team Member trainees to any work schedule or workstation for training purposes for up to eight (8) 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 three (3)-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 their 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 IX, 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 IX. 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 (plus any applicable knowledge-based increases below) set forth in Exhibit IX for the job classification into which they are hired (or re-hired) or transferred during the term of the Agreement.

Section 10.2: The Employer shall increase the straight time hourly base rate of pay for all Team Members by:

- Year 1: Team Members employed on or before effective date of ratification will receive either a 2.5% base rate increase, an increase to the starting wage rate set forth in Exhibit IX (if applicable), Dealer Article 10.4(a & b) or \$0.40/hr. increase in base rate, whichever is greater, on the first payroll period following the date of ratification.

- Year 2, Oct 1st, 2022: In lieu of a rate changes as applied in Years 1, 3 and 4, Non-Probationary Team Members will receive a lump sum payment calculated in the amount of Thirty Cents (\$.30) per hour for actual hours worked during the one (1) year period beginning on the first anniversary of the date of ratification. To be eligible for this lump sum payment, Team Members must satisfy both of the following conditions:
 - (1) the Non-Probationary Team Member must be employed by the Employer as of the Effective Date of the year two anniversary (i.e., returned to work, on Employer approved leave of absence, or on layoff with recall rights); and
 - (2) the Non-Probationary Team Member must have been recalled and be back at work and thus on the Employer's payroll as of the effective date of the above-described payment.
- Year 3, Oct 1st, 2023: Team Members employed on October 1, 2023, will receive either a 2.5% base rate increase or \$0.30/hr., whichever is greater on the first payroll period following October 1, 2023.
- Year 4, Oct 1st, 2024: Team Members employed on October 1, 2024, will receive either a 2.5% base rate increase or \$0.30/hr., whichever is greater on the first payroll period following October 1, 2024.

10.2 (a): To the extent permitted by law, the payments described in Section 10 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.

10.2 (b): Eligible Team Members who are on approved leaves of absence on the Effective Date of this Agreement, including Workers' Compensation leave, shall receive the applicable payments described in Section 10.2(a), Section 10.2(b), and Section 10.2(c) in the first pay period following thirty (30) days from the date of their return from such leave provided the Team Members are still employed by the Employer on the date payment is made.

Section 10.3: Dealer Pay.

10.3(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 IX.

10.3(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 IX. A Table Games Dealer must be certified to deal Blackjack. In addition to the starting hourly base rate of pay, a Table Games Dealer shall be paid according to the number of table games they are qualified to deal, as set forth below. A Team Member will be considered qualified to deal

a particular game if they successfully pass the Employer’s audition for that game (i.e., certified to deal that game).

10.3(c): Pay for Game Knowledge. In addition to the starting hourly base rate of pay set forth in Section 10.4(b), or the current hourly base rate of pay for existing Table Games Dealers, a Team Member working in the Table Games department shall be paid according to the number of table games they are qualified to deal, as set forth below. A Team Member will be considered qualified to deal a particular game if they successfully pass the Employer’s audition for that game (i.e., certified to deal that game). The following pay for game knowledge amounts will apply to Team Members in the Dealer classifications in the Table Games department:

Game Knowledge Premiums		
Craps		\$1.00
Blackjack		Required Skill
Roulette		\$0.25
Mini Baccarat		\$0.25
Pitch		\$0.25
6 or more Carnival Games (as “Carnival Games” is defined by the Employer)		\$0.25
Each additional Carnival Game over 6	To a maximum of \$0.25	\$0.05

Upon the Effective Date of this Agreement, the Employer will review its training and certification records to establish which Team Members in the Table Games department are certified in each game type. The Employer will update its training and certification records as to Team Members who have been certified in additional table games since the last time the Employer surveyed its training and certification records. A Team Member will be required to sign-off on their certification in a particular game before they are scheduled in that particular game. The Employer’s training and certification records shall be the only records upon which a Team Member’s game certification will be determined and verified, and upon which any premium(s) will be determined. Team Members eligible for one (1) or more of the premiums set forth in this Section will begin receiving such premium(s) in the second paycheck following the Effective Date of this Agreement if they are not already at the appropriate rate. All Team Members subject to this Section will receive the increases described in Section 10.3. Prior to receiving any premium, however, a Team Member shall sign the Employer’s acknowledgement form. A Team Member’s refusal to be scheduled to deal a game on which they is certified and on which they has signed off shall lose any pay for game knowledge they is receiving. It is the responsibility of all Dealers paid for additional game knowledge to maintain that knowledge.

10.3(d): Voluntary Table Games Training. The Employer in its sole discretion will determine how many Team Members within the Table Games department it needs to be certified in each game type. The Employer in its sole discretion may offer voluntary training to Team Members on the table games it offers or decides to offer at the Employer's facility. Team Members will not be paid for voluntary training. Instead, at the conclusion of the voluntary training class and upon the Team Member's certification on the game, the Team Member will receive the applicable premium, if any. Voluntary training opportunities, if any, will be offered to Table Games Dealers. 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.

10.3(e): Tournament (House-Tipped) Table Games Dealers. Table Games Dealers working tournaments in a dealing capacity that does not generate tokes (including set-up and break down of same) shall receive a "House" paid toke equal to the toke payment to Table Games Dealers on live games for that day for the hours worked in this capacity, in addition to their hourly rate of pay. To the extent that any customer chooses to pay tokes, such tokes shall be contributed to the daily Table Games toke pool. Tournament Table Games Dealers are not entitled to participate in the Table Games toke pool for all hours for which they are paid at a "House" toke rate.

10.3(f): Banquet/Tournament Dealer Selection process.

10.3(f)(i): The Employer shall assign each Table Games Dealer job codes for both Banquets and Tournaments. Table Games Dealers who are coded pursuant to this Section shall be coded separately for each specific tournament/game type. The Employer retains the sole discretion to establish the initial criteria Team Members are required to meet in order to be assigned particular job codes for Tournaments. The Employer agrees to furnish the Union with a written Tournament Selection Criteria policy within sixty (60) days of the Effective Date of this Agreement. The Attendance Policy set forth in Article 16 shall apply to Table Games Dealers scheduled to work an event pursuant to this Section.

10.3(f)(ii): Banquet Table Games Dealer Selection Process. Table Games Dealers shall be eligible to sign up to work Banquet events that require Table Games Dealers provided they have the qualifications and abilities to perform satisfactorily the available work. Interested Table Games Dealers shall sign up to deal Banquets by a pre-event volunteer sign-up process. Selection of those volunteers shall be by Classification Seniority of those Table Games Dealers with the qualifications and abilities to perform satisfactorily the available work and who are not scheduled to work their regularly scheduled shift at the time of the Banquet. If an insufficient number of qualified Table Games Dealers who do not have a conflict with their regularly scheduled shift volunteer to work a Banquet, the Employer will select, by Classification Seniority, from among Table Games

Dealers with the qualifications and skills to perform satisfactorily the available work who are currently working and who signed up to deal the Banquet by the pre-event volunteer sign-up process. If an insufficient number of qualified Table Games Dealers volunteer to work a Banquet, the Employer will select from among Table Games Dealers with the qualifications and skills to perform satisfactorily the available work currently working by reverse Classification seniority. Poker Dealers will be entitled to sign up for Banquet events that include Poker pursuant to the process set forth in this Section 10.3(f)(ii). In the event the Employer is unable to schedule enough Team Members with the qualifications and skills to perform satisfactorily the available work pursuant to the selection process described in this Subsection, the Employer may subcontract that work or may hire additional dealers from any source for purposes of staffing the event.

10.3(f)(iii): Table Games Tournament Dealer Selection Process. Table Games Dealers who are coded per 10.3(f)(i) above shall be coded separately for each specific tournament/game type. Those Dealers with the required code(s) types for a particular tournament shall be permitted to volunteer by a pre-event volunteer sign-up process established by the Employer in its sole discretion. The code "type" requirements for each Tournament shall be prominently displayed on the sign-up sheet. The Employer will select volunteers from the sign-up list by Classification Seniority provided the volunteers have been assigned the game type code required for the particular Tournament involved. If an insufficient number of qualified Table Games Dealers volunteer to work a Tournament, the Employer will select by Reverse Seniority from among those Table Games Dealers with the qualifications and skills to perform satisfactorily the available work to work the Tournament. In the event the Employer is unable to schedule enough Team Members with the qualifications and skills to perform satisfactorily the available work pursuant to the selection process described in this Subsection, the Employer may subcontract that work or may hire additional dealers from any source for purposes of staffing the event.

Section 10.4: Cooks. Progression from Cook I to Cook II and from Cook II to Cook III 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. Cook IV is reserved for Specialty Cooks as determined by the Employer in its sole discretion. Team Members shall be exposed to the skill sets they will be required to master at each level I through III. The starting wage rates for Cooks are set forth in Exhibit IX. 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 \$1.00 hour, whichever is higher.

Section 10.5: Bakers. The Employer will establish the Baker I, and Lead Baker classifications within forty-five (45) days of the Effective Date of this Agreement. All Team Members

employed by the Employer in a Baker position as of the Effective Date of this Agreement will be classified either as a Baker I and assigned to Main Bakery/Pastry or as a Lead Baker and assigned to Main Production/Pastries. In order to progress from Baker to Lead Baker, a Team Member must demonstrate through an audition the skills required for the Lead Baker and there must be a Lead Baker position open. 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. The starting wage rates for Bakers are set forth in Exhibit IX.

Section 10.6: Cage Cashiers.

10.6(a): The three (3) levels of Cage Cashier 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. In addition to meeting the criteria set forth in this Section, promotions will be made pursuant to Section 9.5. The starting wage rates are set forth in Exhibit IX. 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 \$1.00 /hour increase, whichever is greater.

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. Selection for voluntary training opportunities offered pursuant to this Section will be based on Classification Seniority; however, the Employer, in its sole discretion, may exclude Team Members with multiple variances or are within one (1) point of termination according to the Attendance Policy or on a Final Written Warning on their performance record. Mandatory training will be paid at the Team Member's hourly base rate of pay.

Section 10.7: If the minimum wage is raised to a level which increases any Team Member's current hourly base rate of pay above their current hourly base rate of pay , then they will only be entitled to the portion of the next annual increase (as defined in Section 10.1) that is in excess of such adjusted rate, if any.

Section 10.8: Team Member Bonuses Represented Team Members will participate on the same basis as all other non-represented hourly Team Members at the Cincinnati location for the discretionary bonus program. Employees on approved leaves of absence will receive the bonus if they return and have worked at least 2 weeks upon their return.

ARTICLE 11: PAY OUTSIDE OF PAY SCALE

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

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

Section 11.3: Team Members whose wages are increased pursuant to this Article will also receive the percentage wage increases set forth in Section 10.3 and any additional "knowledge based" incentives for skills, games (or game combinations) for which they are subsequently certified for after hire.

ARTICLE 12: OVERTIME

Section 12.1: All time worked by a Team Member in excess of forty (40) hours in one (1) week 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 except when the workweek fluctuates according to the needs of the business per Section 7.1.

12.2(c): Daily Overtime. At any time prior to Friday of the work week 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 their 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 Classification Seniority, provided the Team Member has the qualifications and abilities to perform satisfactorily the available work in the following order: (1) On Call Team

Members, (2) Part Time Team Members, (3) Full Time Team Members. If a Team Member does not have the qualifications and abilities to perform satisfactorily the available work the Employer may assign the overtime work to the next least senior Team Member on the Classification Seniority list within that job classification, by status, 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 Team Member has the qualifications and abilities to perform satisfactorily the available work in the following order: (1) On Call Team Members, (2) Part Time Team Members, (3) Full Time Team Members. If a Team Member does not have the qualifications and abilities to perform satisfactorily the available work the Employer may assign the overtime work to the next least senior Team Member on the Classification Seniority list within that job classification, by status, who is already working and has the qualifications and abilities to perform satisfactorily the available work.

12.2(d): Scheduled Overtime. For scheduled overtime, 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. 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 in the following order: (1) Part Time Team Members, and (2) Full Time Team Members Team Members within the appropriate classification on the basis of inverse Classification 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 Team Members shall be entitled to participate in the Hard Rock Health Plan (the “Plan”) in accordance with the Employer’s rules and regulations governing the Plan. The Employer reserves the unilateral right to amend, modify, and/or rescind the Plan only to the extent that such Plan changes apply in equal force to the Employer’s non-bargaining unit employees. The Union expressly waives its right to bargain over the decision to make, and effects of, any such changes during the term of this Agreement.

Section 13.2: In the event the Employer decides to change from the Plan to a non-Hard Rock Health Plan (the “New Plan”) during the term of this Agreement, it agrees to notify the Union in advance of such proposed change and to meet and confer with the Union to discuss the New Plan. The Employer agrees to consider any alternative plans offered by the Union. However, to the extent that the Employer’s New Plan is substantially comparable to the Plan then currently in effect for Team Members in terms of benefit coverage and Team Member premium costs, the Employer may implement such New Plan at its sole discretion after completing the meet and confer obligation. The Union expressly waives its right to bargain over the decision and effects related to the Employer’s implementation of the New Plan.

Section 13.3: To the extent that the New Plan is not substantially comparable, then the Employer retains its unilateral right to implement the New Plan, following the meet and confer obligation, and the Union expressly waives its right to bargain over the decision to implement such plan, but the Union retains its right to bargain over the effects of such change. Article 25, No Strikes / No Lockouts, shall remain in full force and effect during this entire process.

Section 13.4: Eligible Team Members who participate in any New Plan and who do not make a benefit plan election during the subsequent open enrollment period will be automatically defaulted into the same New Plan benefit plan option that they had previously elected or the most closely related New Plan benefit plan option if the previous New Plan benefit plan option is no longer available. Eligible Team Members who did not enroll in the New Plan will not be entitled to participate in the New Plan until such time as the Team Member enrolls in a subsequent open enrollment period.

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. All newly hired Team Members will be auto-enrolled at time of hire and automatically increase every year. The Employer reserves the unilateral right to amend, modify and/or rescind the Plan, including elimination of the Employer’s matching contribution, only to the extent that such Plan changes apply in equal force to the Employer’s non-bargaining unit employees. The Union expressly waives its right to bargain over the decision to make, and effects of, any such changes during the Term of this Agreement.

ARTICLE 15: PAID TIME OFF

15.1(a): On their anniversary date, Team Members will carry over any unused PTO, up to a total of forty (40) hours. These hours will be absorbed in their new bank total and will be available to use for the entirety of the next year of employment.

Section 15.2: PTO Requests.

15.2(a): One (1) Week Increment PTO Requests. Prior to December 15th of each year, each department will prepare a calendar of available one (1) week PTO slots per classification (First pay period of the year to the last pay period of the year). The Employer shall allow Team Members to bid on PTO slots based on Classification Seniority. A Team member may make one (1), one (1)-week slot selection during the process set forth in this Section 15.2(a).

15.3 (c): In the event a Team Member has less than the number of PTO hours to cover an entire daily shift, they may be permitted to take the day off using the remaining PTO hours combined with Unpaid Time Off.

15.4: In instances of: 1) Voluntary Separation, 2) providing at least two weeks’ notice of their resignation date and 3) not utilizing any PTO during the notice period unless approved by management, a Team Member will be paid out any unused PTO at the time of Separation of Employment up to a maximum of 40 hours.

ARTICLE 16: ATTENDANCE POLICY

Section 16.1: 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 in Section 16.2. 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 retains its right to bargain over the decision to make, and effects of, such changes.

Section 16.2: The Employer’s current policy in effect on the Effective Date of this Agreement shall be modified to the extent set forth below and these changes shall remain in effect during the term of the Agreement:

16.2(a): The Attendance Policy will be based on a twelve (12) point system upon the Effective Date of this Agreement.

16.2(b): Attendance points will be assessed as follows:

INCIDENT	
One Day Absent	1 point*
Consecutive Absences: (Please refer to the Leave of	1 point first day*

Absence (LOA) guidelines under Benefits in the Employer's Team Member Handbook which may impact whether attendance points are assessed, e.g., points do not accumulate for approved time off protected by federal, state or local law such as absences covered by the Family Medical Leave Act.)	½ point each consecutive day thereafter*
Late for Work	½ point*
Leaving Work Early (unless due to business demands or approved in advance)	½ point*
Leaving Work before Completing 2 hours of shift	1 point*
No Call/No Show by end of 2nd hour of shift	4 points (Any two (2) occurrences of No Call/No Show in a twelve (12) month period will result in Separation of Employment)
Mandatory Meetings and Mandatory Training Classes	1 point
* Designate High Volume Business Days	Double Points
Call Off/Denied Day Off	See Section 16.2(f) below
Failure to call in at least two (2) hours before the start of the shift if not prevented by extreme circumstances beyond their control	½ point (in addition to points assigned for the absence, if any)
Calling in after start of shift if not prevented by extreme circumstances beyond their control	2 points (in addition to points assigned for the absence, if any)

* High Business Volume Days (“HBVDs”). Due to peak volumes, these points are doubled for days designated by the Employer as HBVDs. Each department may designate up to thirty (30) days of its’ choosing each calendar year as HBVDs for the Employees working in that department. In no event, however, shall high volume/special/promotion days be posted as such less than twenty-one (21) days in advance or double pointing shall not be applicable. Concurrent notice of such postings shall be provided to the Union. Such advance notification shall be waived in the case of unforeseen property or city events that were not known twenty-one (21) days in advance.

16.2(d): Written notification will be issued to Team Members at three (3) points, seven (7) points, ten (10) points, and twelve (12) points (termination of employment).

16.2(e): A Team Member who does not incur any points (full points or fractions of a point) under the Employer's Attendance Policy for six (6) months from the date of the last attendance infraction (excluding time spent on any approved leave of absence), will have one (1) point [or any fraction of a point if a Team Member has less than one (1) point] removed from their attendance record, applying to the newest or most recent active point on record. It is the Team Member's responsibility to notify their coach or leader when they believe they have achieved perfect attendance during the previous six (6) months.

16.2(f): The Employer will only assess one (1) additional point (above what the Team Member would have been charged for a normal call out) in a circumstance where a Team Member was denied PTO, but then calls out from work on the same day for which they previously sought PTO.

16.2(g): Proper Call-In Procedures Failure to follow proper call-in procedures will result in points being applied as stated above. This includes failure to follow proper call-in procedures per the FMLA Policy.

POINTS ARE NOT RECORDED FOR:

- Pre-approved Jury Duty
- Pre-approved Bereavement Leave
- Pre-approved leaves of absences granted by the employer
- Pre-approved Paid Time Off (PTO)
- Leaving the property via ambulance due to the Employee's documented on-the-job injury or medical issue
- Documented on-the-job injury

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 their hourly base rate of pay 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 is not used for purposes of calculating overtime pay or benefit accrual.

Section 17.2: Court Appearance.

17.2(a): A Team Member in a non-tipped classification required to appear in court or at a deposition at the request of the Employer receives their hourly base rate of pay. A Team Member in a tipped or toked job classification who is required to appear in court or at a deposition at the request of the Employer shall receive their 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, they 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 for the death of parents, current parent-in-law, spouse (including domestic partner), children, grandparents, great grandparents, grandchildren, siblings, current brother-in-law and current sister-in-law, legal guardian/ward, and grandparents of spouse. These categories include step and foster relatives. Part Time Team Members will be eligible for up to three (3) paid days when the funeral occurs on the Team Member's scheduled workday. (Note: Eligible bereavement days for Part Time Team Members shall be the day before, day of, or day after the funeral.)

Section 18.2: A Team Member who has not been employed ninety (90) days shall be granted unpaid time off at the discretion of the Human Resources department. Attendance points will not be assessed for Team Members who are not yet eligible for such benefit if they receive such prior bereavement approval.

Section 18.3: 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 the Employer's determination of its business needs and the Team Member's unique circumstances and shall not be unreasonably denied.

ARTICLE 19: EMPLOYEE ASSISTANCE PROGRAM

During the term of this Agreement, Team Members shall be subject to the Employer's Employee Assistance Program Policy, as set forth in the Team Member Handbook. To the extent that such policy is amended, modified and/or rescinded during the term of this Agreement for all non-bargaining unit employees, such changes shall apply automatically to Team Members. The

Union expressly waives its right to bargain over the decision to make, and the effects of, such change.

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, with the exception of Union Business Leaves, must be submitted to the third-party administrator in accordance with its guidelines. With the exception of leaves of absence pursuant to the 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 their 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 their original position, if available, or make reasonable efforts to assign the Team Member a comparable position for which they are 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 their 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 their same share of the costs of the Employer’s medical coverage during the period of their 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.

20.2(c): Reporting: All Team Members are expected to follow reporting protocols, as administered by the Third Party Administrator, or will otherwise be subject to the Attendance Policy [Section 16].

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 their original position, if available, or make reasonable efforts to find a comparable position within their job classification for which they are 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 their 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 their 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. The employer reserves the right to adjust schedules as needed to accommodate any Union Business Leave. A side letter regarding the activities in which a Team Member may engage while on a Union business leave of absence is attached hereto as Side Letter #1.

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

20.10(a)(i): The leave may be granted up to thirty (30) continuous days.

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

20.10(a)(iii): The Team Member will not receive compensation, however all time spent on Short-term Union Business leave by Employees will be considered time worked (or alternatively removed from total eligibility hours required) for purposes of benefit accruals.

20.10(a)(iv): The Employer will reinstate the Team Member to their prior position.

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

20.10(b)(i): The Team Member elected or appointed to a full-time Union office may be granted a leave for the term of the office, up to a maximum of one (1) year. 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 their Union business leave. If the Team Member on a Union Business Leave receives health benefits through the Employer, then those health benefits shall be provided (at the same cost provided to active Team Members) for duration of the leave described in Section 20.10(b). 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 their 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 they possess 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 Seniority and Classification Seniority during any approved leave of absence pursuant to this Article; however, discipline and attendance records of Team Members will be tolled during their leave of absence for purposes of the twelve (12) month time period set forth in Article 8 and Article 16, as a recognition of the Employer's past practice.

ARTICLE 21: DEPARTMENT-SPECIFIC POLICIES

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

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 inclement weather gear for use by Team Members whose duties regularly require them to work outside. This shall include the assignment of a coat for each Team Member who rotates through the Parlor. The Employer shall permit Team Members who are required to work in the Parlor to wear hats, gloves, scarves and leggings/long pants according to the Employer's policy. Any other outer apparel, jewelry, or pins may not be worn without the Employer's written approval except as provided in Section 3.7.

22.1(a): Uniform issues may be discussed at Labor / Management Meetings pursuant to Article 27.

22.1(b): The Employer will provide Beverage Servers with two (2) pairs of specialty stockings or nylons free of charge once per month.

22.1(c): All Team Members may be permitted, at Employer's discretion, to wear officially licensed or Employer sports jerseys on game days.

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 all necessary hand tools required for Team Members to perform their job functions. The Team Member shall be responsible for replacing all lost tools or tools damaged by misuse. All tools 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 as provided in Article 24.

Section 23.2: Team Member Parking. Team Member parking will continue to be offered free of charge during the term of this Agreement. In the event that the Employer can no longer offer free parking at the current Team Member parking site, the Employer shall select another free parking site for Team Members and, if necessary, provide free shuttle service to/from the Employer's facility to the parking site. Decisions regarding the location of a new Team Member parking location and any required shuttle service will be made by the Employer in its sole discretion, but only after the Employer has provided the Union with written notice of the change and, upon the Union's request, an opportunity to meet and discuss the same. However, this does not apply to any short-term change based on customer service or other temporary changes.

Section 23.3: Benefits voluntarily offered by the Employer to 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.

23.4(c): Table Games Tournaments. When the Employer has tournaments that require outside tournament dealers, such dealers will not participate in the Daily Toke Pool with Team Members covered by this Agreement. This excludes Poker.

23.4(d): Table Games Dealers Tokes. Tokes shall be shared according to the Toke Committee bylaws.

23.4(e): Acceptance of tips by Banquet Dealers is strictly prohibited.

23.4(f) In the event that management performs bargaining unit work in the service of guests, then any tips collected by these managers will be distributed to bargaining unit employees.

Section 23.5: Team Member Emergency Contact Procedure. The Employer agrees to implement a Team Member Emergency Contact Procedure to ensure that Team Members are notified of emergencies (e.g., sick family member needs assistance) and allowed to leave their workstation 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 23.6: Attendance at Mandatory Property-Wide Meetings. The Employer will endeavor to schedule at least three (3) sessions for any property-wide mandatory meetings to accommodate Team Members' schedules. If the Employer is unable to or does not schedule three (3) sessions for property-wide mandatory meetings, 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.

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

A Team Member who misses a property-wide mandatory meeting will be responsible for learning the information imparted at such meeting because they will be held responsible for knowing the content covered at the meeting.

Side Letter #4 addresses mandatory property-wide meetings held during Hard Rock Casino Cincinnati LLC's first year of management and mandatory departmental meetings conducted during the term of this Agreement.

Section 23.7: 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 23.8: Toke Pool Data Requirements. The Employer will make reasonable attempts to institute payroll actions needed to support the Table Games Toke Committee. Specific "hours worked" report will be provided.

Section 23.9: Payroll Corrections. 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 them not to be paid for all of their time worked, the Team Member is solely responsible for accurately completing and submitting the appropriate Payroll correction form to their department before they will be compensated. In instances where the Company's error or failure caused the Team Member not to be paid for all of their time worked and if the adjustment hours equal or exceed eight (8) or the dollar amount equals or exceeds \$100, the Employer will issue an on-demand check.

Section 23.10: Cash Reimbursement. The Employer reserves the right to seek reimbursement from a Team Member in any situation involving theft of a significant amount of money.

Section 23.11: Training and Development. During the term of this Agreement, Team Members shall be subject to the Employer's Educational Assistance Policy, as set forth in the Team Member Handbook. To the extent that such policy is amended, modified and/or rescinded during the term of this Agreement for all non-bargaining unit employees, such changes shall apply automatically to Team Members. The Union expressly waives its right to bargain over the decision to make, and effects of, such change.

Section 23.12: All Teams and Departments must have regularly scheduled Sound Checks. Table Games Team Members would attend one of two Sound Checks each week. If there is a pattern of Sound Checks lasting an unreasonable or excessive length, the Union may request in writing that the Parties meet and confer to discuss the issue.

Section 23.13: The Union understands there will be changes in operating techniques and technological improvements in the various departments of the Employer's operation. Accordingly, in the event the Employer intends to introduce technological changes, resulting in permanent job eliminations, the Employer agrees to meet with the Union at least fourteen (14) days in advance of its intention to implement those changes and discuss transfers for affected Team Members. This provision is not intended to affect the ability of the Employer to implement such changes.

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 their 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 seven (7) 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 grievance meeting 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, within seven (7) working days after the answer in Step 1 or if the Employer fails to answer, then at the expiration of the ten (10) day period, 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 grievance meeting 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, within ten (10) working days after the Employer has rendered a written decision as provided in Step 2 [or the expiration of the five (5) day period, whichever is shorter], that the matter be submitted to mediation. 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 below. 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. Once the Parties agree on a mediator and notify the mediator of their selection, the matter must proceed to mediation unless both Parties mutually agree in writing to terminate the mediation process. In the event the Parties cannot agree upon a mediator and/or the Parties mutually agree to terminate the mediation process after the selection of a mediator, 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 termination of the mediation process. If the mediation proceeds, then 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:

- Bill Heekin
- Patricia Bittel
- Jeff Belkin
- Michael Paolucci
- Bruce McIntosh
- Robert Stein
- Nels Nelson

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. If the designated arbitrator is not available within a sixty (60) day period of their notification of selection, the next arbitrator on the list shall be substituted until an arbitrator is identified who is available within a sixty (60) day period or the Parties agree to another date.

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 their removal) until after the arbitration has concluded and their 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 the hearing room shall be borne by the losing party. The cost of a hearing transcript shall be shared equally, unless one party opts not to, and does not, 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 8.3. In arbitrations based on a Team Member's discharge for serious misconduct related to the integrity of the game within the meaning of Section 8.3, 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 the 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 they can hear the case within thirty (30) calendar days, they will be selected to hear the case. If they 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 a 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 their decision within thirty (30) calendar days of the close of the arbitration hearing.

Section 24.12: Any payments to an aggrieved Team Member (in lieu of, settlement, mediation or arbitration) shall be paid in full by the Employer and shall not result in any deductions from any toke/tips pool.

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 slowdown 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, employees, 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 25 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; e) the filing of post hearing briefs will be waived and oral closing arguments made instead; f) 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; g) 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 h) 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 subject to the terms of the Side Letter of Understanding Re. Third Party Restaurants attached to this Agreement.

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; and

26.1(g): To contract out any additional work consistent with the terms of the Parties' Memorandum of Agreement attached hereto as Exhibit X.

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 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.

Section 26.3: Nothing contained in Article 26 is intended to preclude the Employer from entering into any contract, subcontract, lease, or other arrangement with any third party to operate, own, or manage a restaurant or to perform work that is included in the scope of the Bargaining Unit so long as such work is performed under the terms of this Agreement.

ARTICLE 27: LABOR / MANAGEMENT COOPERATION

Labor / Management Meetings. The Parties agree to meet once 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 three (3) 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, 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, “they,” 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, Union and Team Members are committed to maintaining a work environment free from sexual or other prohibited harassment by team members or third parties, such as vendors or guests. 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.

ARTICLE 30: 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 applicable constituent labor organization 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 legitimate basis or argument for the imposition of any limitation on such rights.

ARTICLE 31: NOTICE

Section 31.1: Any notice required under the terms of this Agreement may be hand delivered (signature required), mailed, faxed, and/or electronically transmitted to:

To the Employer: Hard Rock Casino Cincinnati
 Attn: Deborah Davis
 Vice President, Human Resources
 1000 Broadway
 Cincinnati, Ohio 45202

Fax: 513.250.3594
Email: deborah.davis@hrcincinnati.com

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

Email: cviscomi@uaw.net

Cc: All other unions below

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

To the IBT: Randall Verst
President
2110 Dale Rd.
Cincinnati, OH 45212

Local1199@gmail.com

Office: 513-721-4116
Fax: 513-621-7886

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

Email: cviscomi@uaw.net

To the USW: Carl Vineyard
USW Staff Rep
13 Triangle Park Drive Suite 1301
Cincinnati, Ohio 45246

Fax: 513-671-6011
Email: cvineyard@usw.org

To UNITE HERE: Nia Winston
Principal Officer
300 River Place Drive, Suite 2700
Detroit, MI 48207-4265

Fax: 313-259-8481
Email: nwinston@24.unitehere.org

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

All such notices shall be dated and signed by an authorized representative of the party providing the notice.

Section 31.2: For notices sent by U.S. mail, any time period will commence three (3) days after the postmark.

ARTICLE 32: 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 33: COMPLETE AGREEMENT

Section 33.1: 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 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 33.2: 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 33.3: The Parties agree that any term or condition of employment not specifically set forth within or specifically regulated or limited by this Agreement, including but not limited to past practices or custom, may be modified by the Employer at any time, or eliminated. In no event shall past practice establish specific rights, nor shall past practice be used to modify or interpret an explicit term or condition of this Agreement.

ARTICLE 34: TERM OF AGREEMENT

This Agreement shall become effective upon the date of ratification, TBD (“Effective Date”), and shall continue in full force and effect to and including 11:59pm on September 30th, 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 September 30, 2025 or sixty (60) days prior to September 30 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:

**HARD ROCK CINCINNATI
MANAGEMENT, LLC**

DocuSigned by:
George Goldhoff
B5C7A836A4A04F5...

By: _____
Its: President, Hard Rock Cincinnati

Date: _____

DocuSigned by:
Deborah Davis
B7D54B92E7B0497...

By: _____
Its: V.P. of Human Resources

Date: _____

For the Union:

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

DocuSigned by:
Chris Viscomi
A78343D079274C5...

By: _____
Its: Chief Spokesperson / UAW

Date: _____

DocuSigned by:
Patrick Boyd
830DAGB0C64A468...

By: _____
Its: UniteHERE

Date: _____

DocuSigned by:
David Lee
392A1E11A703444...

By: International Brotherhood of Teamsters

Date: _____

DocuSigned by:
Carl Vineyard
CC40784A49C145C...

By: United Steelworkers

Date: _____

:

EXHIBIT I

All regular full-time, regular part-time, on-call Team Members as defined in the collective bargaining agreement in the following jobs: coat room attendant, casino transportation, shuttle drivers, valet attendant; locksmith; maintenance; electricians; groundskeepers; non-third party operated or owned restaurant food and beverage employees, baristas, servers, bussers, stockers, bar porters, bartenders, restaurant cashiers and hosts; concierges; banquet setup; non-third party EVS and cleaning; slot attendants; cooks; bakers; kitchen; stewards; utility; table games and poker dealers; dual rate table games and poker dealers; dual rate slot attendants; shipping and receiving (warehouse); slot technicians; soft and hard count; casino cage and bank cashiers who are employed by the Employer at its 1000 Broadway Street, Cincinnati, Ohio facility, but excluding all Total Rewards Team Members, secretarial, office clerical, and all managers, supervisors and security ambassadors as defined by the National Labor Relations Act, as amended (the “Bargaining Unit”).

EXHIBIT IX

Position	Department	Company
BANQUET SETUP*	BANQUETS	\$ 12.50
ON-CALL BANQUET SETUP	BANQUETS	\$ 12.50
LEAD BANQUET SET-UP*	BANQUETS	\$ 14.00
BARTENDER	BANQUETS	\$ 7.00
ON-CALL BARTENDER	BANQUETS	\$ 7.00
COOK I	BANQUETS	\$ 12.50
COOK II	BANQUETS	\$ 14.50
COOK III	BANQUETS	\$ 16.50
FOOD SERVER	BANQUETS	\$ 4.65
ON-CALL FOOD SERVER	BANQUETS	\$ 4.65
BAKER	BUFFET	\$ 14.25
BUSSER	BUFFET	\$ 11.00
CASHIER HOST	BUFFET	\$ 11.00
COOK I	BUFFET	\$ 12.50
COOK II	BUFFET	\$ 14.25
COOK III	BUFFET	\$ 16.25
COOK SPECIALITY	BUFFET	\$ 17.00
FOOD SERVER	BUFFET	\$ 6.00
STOCKER	BUFFET	\$ 9.00
BAR PORTER	CASINO BARS	\$ 11.00
BEVERAGE SERVER	CASINO BARS	\$ 6.00
ON-CALL BEVERAGE SERVER	CASINO BARS	\$ 6.00
SERVICE BARTENDER	CASINO BARS	\$ 12.00
ON-CALL SERVICE BARTENDER	CASINO BARS	\$ 12.00
CASHIER CAGE CASINO I	CASINO/CAGE CASHIERS	\$ 14.00
CASHIER CAGE CASINO II	CASINO/CAGE CASHIERS	\$ 15.00
CASHIER CAGE CASINO III	CASINO/CAGE CASHIERS	\$ 16.00
BEVERAGE SERVER	CENTER BAR	\$ 6.00
FEATURE BARTENDER	CENTER BAR	\$ 7.00
BARTENDER ENTERTAINER	CENTER BAR	\$ 8.00
COUNT ROOM LD	COUNT ROOM	\$ 22.00
COUNT ROOM REP	COUNT ROOM	\$ 20.00
COOK III	PLUM LOUNGE	\$ 16.50
DIAMOND LOUNGE BARTENDER	PLUM LOUNGE	\$ 12.00
LOUNGE CONCIERGE	PLUM LOUNGE	\$ 12.00
COOK I	EMPLOYEE CAFETERIA	\$ 12.50

COOK II	EMPLOYEE CAFETERIA	\$ 14.50
COOK III	EMPLOYEE CAFETERIA	\$ 16.50
LOCKSMITH	SECURITY	\$ 19.00
ELECTRICIAN	FACILITIES/ENGINEERING	\$ 21.00
GROUNDSKEEPER	FACILITIES/ENGINEERING	\$ 14.00
GENERAL MAINTENANCE WORKKER I	FACILITIES/ENGINEERING	\$ 16.00
GENERAL MAINTENANCE WORKKER II	FACILITIES/ENGINEERING	\$ 17.00
GENERAL MAINTENANCE WORKKER III	FACILITIES/ENGINEERING	\$ 18.00
OPERATING ENGINEER I	FACILITIES/ENGINEERING	\$ 20.00
OPERATING ENGINEER II	FACILITIES/ENGINEERING	\$ 22.00
OPERATING ENGINEER III	FACILITIES/ENGINEERING	\$ 24.00
COOK II	GARDE MANAGER	\$ 14.50
COOK III	GARDE MANAGER	\$ 16.50
BAKER I	MAIN BAKERY/PASTRY	\$ 14.50
BAKER LD	MAIN BAKERY/PASTRY	\$ 16.50
COOK II	MAIN PRODUCTION/PASTRIES	\$ 14.50
COOK III	MAIN PRODUCTION/PASTRIES	\$ 16.50
DEALER POKER**	POKER	\$ 4.65
POKER CLERK - NEW	POKER	\$ 14.00
SUPV POKER DR	POKER	\$ 24.00
SPECIALITY BANQUET DEALER	POKER	\$ 35.00
SLOT TECH I	SLOT PERFORMANCE	\$ 15.75
SLOT TECH LD	SLOT PERFORMANCE	\$ 22.50
SLOT E TECH	SLOT PERFORMANCE	\$ 28.00
SLOT SUPVR DR	SLOT PERFORMANCE	\$ 19.00
SLOT ATTENDANT SERVICE	SLOTS	\$ 9.00
CASHIER HOST	SNACK BAR #4	\$ 11.00
COOK II	SNACK BAR #4	\$ 14.50
COOK III	SNACK BAR #4	\$ 16.50
BARISTA	STARBUCKS	\$ 11.00
ON-CALL BARISTA	STARBUCKS	\$ 11.00
BARISTA TEAM LEADER	STARBUCKS	\$ 15.00
BARTENDER	STEAKHOUSE	\$ 8.00
BEVERAGE SERVER	STEAKHOUSE	\$ 6.00
BUSPERSON	STEAKHOUSE	\$ 9.50

COOK I	STEAKHOUSE	\$ 12.50
COOK II	STEAKHOUSE	\$ 14.50
COOK III	STEAKHOUSE	\$ 16.50
COOK SPECIALITY	STEAKHOUSE	\$ 17.00
FOOD SERVER	STEAKHOUSE	\$ 6.00
FEATURE HOST	STEAKHOUSE	\$ 12.50
FEATURE HOST LEAD	STEAKHOUSE	\$ 14.50
BARTENDER	STEAKHOUSE BAR	\$ 8.00
STEWARD	STEWARDS	\$ 12.00
STEWARD LD	STEWARDS	\$ 14.00
STEWARD UTILITY	MAIN PRODUCTION/PASTRIES	\$ 16.00
DEALER	TABLE GAMES	\$ 4.65
SPECIALITY BANQUET DEALER	TABLE GAMES	\$ 35.00
SUPV TABLE GAMES DR	TABLE GAMES	\$ 25.00
SHUTTLE DRIVER TC	TRANSPORTATION	\$ 14.00
WAREHOUSE PERSON I	WAREHOUSE	\$ 13.50
WAREHOUSE PERSON II	WAREHOUSE	\$ 14.50
WAREHOUSE RECEIVER	WAREHOUSE	\$ 15.00
WAREHOUSE PERSON LD	WAREHOUSE	\$ 16.00
VALET ATTENDANT	VALET	\$ 6.50
VALET ATTENDANT LD	VALET	\$ 9.00
ON-CALL	VALET	\$ 6.00
BARTENDER	PARLOR/TERRACE BARS	\$ 7.00
LIGHT DUTY		10.50
TRAINING	ALL	\$ 10.50

EXHIBIT XI

Variance Policies

UCI02-000039-41	Cage Cashiers
UCI02-000042	F&B Cashiers
UCI02-000043	Slots
UCI02-000044-45	Bartenders
UCI02-000046	Poker Room (Dealers and Clerks)
UCI02-000047-48	Valet Cashiers
UCI02-000049-51	Table Games
UCI03-000772-774	Cage Cashiers
UCI03-00081-811	Beverage Operations
UCI03-000817-818	F&B Feature Bar
UCI03-000841-843	F&B Over/Short Policy SOP
UCI03-000852	Events Revenue Control – Cashier SOP
UCI15-001022	Tables Games
UCI18-001051-1052; 1081-1083	Slot Employees Audit Exceptions/Variations SOP
Table Games Variance Policy agreed upon at the bargaining session between the Parties on March 30, 2016	

Work Rules and Policies

UCI02-000052-148	Employee Handbook
UCI02-000149-175	Café Italia Cashier
UCI02-000176-229	Bartender Training Guide/Beverage Guidelines & Procedures
UCI02-000230-270	Lounge Training Manual/Lounge Guidelines & Procedures
UCI02-000271-317	Beverage Server Training Guide/Beverage Guidelines & Procedures
UCI02-000318-362	Beverage Ambassador/Beverage Guidelines & Procedures
UCI02-000363-400	Bar Porter Training Guide/Beverage Guidelines & Procedures
UCI02-000401-435	Valet Department Handbook
UCI02-000436-524	Cage Cashier Operations Policies and Procedures
UCI02-000525-574	Banquet Department Policy Handbook
UCI02-000575-599	Warehouse
UCI02-000600-698	Slot Operations Training Guide (Slot Attendant Training Guide and Slot SOPs)
UCI02-000699-745	Valet Training Guide (Valet Guidelines & Procedures)
UCI02-000747	Slot Machine software destruction policy
UCI02-000748	Slot Performance Bill and Ticket testing policy
UCI02-000749	Required Surveillance Coverage: Slot Machines
UCI02-000750	Slot performance procedure on top award over \$250,000 sign in sheet
UCI02-000751	E-drop procedure (Slot technician)
UCI02-000752-753	Slot Floor Changes Communications Policy (and sign off sheet)

UCI02-000754-759	Diamond Lounge (Beverage Money Handling Policy)
UCI03-000775	Sensitive Keys discipline policy
UCI03-000776	Bar Porter acknowledgment of Beverage Guidelines & Procedures
UCI03-000777	Beverage Guidelines & Procedures acknowledgment
UCI03-000778	Beverage Money Handling Policy acknowledgement
UCI03-000779	Beverage Server/Beverage Guidelines & Procedures acknowledgment
UCI03-000780	F&B Clock In & Out SOP
UCI03-000781-782	F&B Employee Appearance Standards SOP
UCI03-000783-786	F&B Cashier Money Handling SOP
UCI03-000787-788	F&B Buzz & Shift Start SOP
UCI03-000789-790	F&B Food Stations Maintenance SOP
UCI03-000791-792	F&B Calling Off & Attendance SOP
UCI03-000793-794	F&B Food Placard Maintenance SOP
UCI03-000795-798	F&B Cashier Money/Receipt Handling SOP
UCI03-000799	Buffet FOH Servers SOP
UCI03-000800-801	Computerized Credit Record
UCI03-000802	Casino Cashiers – Hand Clearing policy
UCI03-000803-804	F&B Cash Drawer Count Out – Café Italia SOP
UCI03-000805	Café Italia Cashier Shift Duties SOP
UCI03-000806	Cage Policies and Procedures acknowledgement
UCI03-000807	F&B Cash Handling SOP
UCI03-000808	F&B Outdoor/Indoor/Special Banquet Events SOP
UCI03-000809	F&B Bartenders-Tools SOP
UCI03-000812-816	Diamond Lounge policies (Banks, Tips, Credit Cards and Micros)
UCI03-000819	Radio Earpiece User Agreement
UCI03-000820-824	Rock Bar policies (Banks, Tips, Credit Cards and Micros)
UCI03-000825	Beverage Department Tattoo Guidelines
UCI03-000826-827	Bartenders and Beverage Servers/Beverage Guidelines & Procedures Acknowledgment
UCI03-000828	Drop Box Procedures
UCI03-000829-830	Bartenders/Lounge – Cash Drawers policies
UCI03-000831	F&B Alcohol Beverage ID Procedure SOP
UCI03-000832-833	F&B Cash Drawer Count Out – Starbucks SOP
UCI03-000834	F&B Cashier SOP
UCI03-000835	F&B Host/hostess SOP
UCI03-000836	F&B Policy (re calling security for investigation) SOP
UCI03-000837	F&B Policy (re cash drops) SOP
UCI03-000838	F&B Cashier policy (re credit card tips) SOP
UCI03-000839	F&B Cashier policy (re comps) SOP
UCI03-000840	F&B Cashier policy (re comps) SOP
UCI03-000844	Slot SOP (Pouch Pay Procedures addendum)
UCI03-000845	Slot Machine software destruction policy
UCI03-000846	Slot department – Earpieces policy

UCI03-000847	Slot department – Intercept Program Process SOP
UCI03-000848-851	Slot department Signature of Receipt of policies
UCI03-000853	Buffet Rules of the Road SOP
UCI03-000854	Buffet Runner/Stocker Checklist
UCI03-000855-856	Buffet Host Checklist
UCI03-000857	Buffet – Station Handoff SOP
UCI03-000858	Buffet Busser Checklist
UCI03-000859	Buffet Rules of the Road SOP
UCI03-000860-861	Buffet Server Checklist
UCI03-000862	Buffet Host/Cashier Checklist
UCI03-000863-864	F&B SOP
UCI03-000865-866	Starbucks Barista Checklist
UCI03-000869-870	Table Games Pit Access Control SOP
UCI03-000871-872	Title 31 Acknowledgment (Table Games)
UCI03-000873	Ohio Casino Gaming Policy for Team Members
UCI03-000874	Hard Rock Casino Cincinnati Signature Sample
UCI03-000875	House Money Procedures for Hard Rock Casino Cincinnati
UCI03-000876	Valet Attendants and Cashiers – Requesting PTO SOP
UCI03-000877	Valet Guidelines and Procedures Acknowledgment
UCI03-000878	Warehouse SOP 100: Receiving Perishable and Non-Perishable Products Acknowledgment/Warehouse SOP 200: Cold Product Storage Acknowledgment
UCI03-000879	Electric Pallet Jack Usage SOP (Warehouse)
UCI03-000880	Cell Phone Policy SOP (Warehouse)
UCI03-000881	Facial Hair SOP (Warehouse)
UCI03-000882	Tobacco Use SOP (Warehouse)
UCI03-000883	Sensitive/Secure Package Procedure SOP (Warehouse)
UCI03-000884	Policy Manual Receipt Acknowledgment (Caesars Central Division Warehouse Policy Manual)
UCI03-000885	Standard Operating Procedure: Catch-Weight Receiving (Warehouse)
UCI04-000886-887	Table Games Gift Policy
UCI06-000913	Spotlight Consequence Model for Hard Rock Casino Cincinnati (Revised) – deemed reasonable on February 11, 2015
UCI10-000944=945	Bartender Read and Sign regarding expectations
UCI11-000947-948	F&B Personal Items SOP
UCI11-000949-950	F&B Calling Off & Attendance SOP
UCI11-000953-955	F&B Busser/Stocker Policy
UCI11-000956-957	F&B Starbucks Calling Off & Attendance SOP
UCI11-000958-959	F&B Runner Duties
UCI11-000960	F&B Starbucks Clock In & Out SOP
UCI11-000961	F&B Buffet Clock In & Out SOP
UCI11-000964-973	F&B Buffet Closing Checklist
UCI11-000974-982	F&B Buffet Opening Checklist
UCI11-000983-984	F&B Calling Off & Attendance SOP
UCI11-000985	F&B Personal Electronic Devices SOP

UCI11-000986	F&B Clock In & Out SOP
UCI11-000987-989	F&B Work Appearance Guidelines
UCI11-000990	F&B Cooks Work Performance & Appearance Guidelines
UCI11-000991	F&B Cooks Work Performance Guidelines
UCI17-001037	Rock Bar/Diamond Lounge Pouring Liquor Requirements
UCI18-001038	Slot Employee Parking & Drop Off/Pick Up SOP
UCI18-001039	Slot Employee Entering and Exiting SOP
UCI18-001040	Slot Employee Clock In/Out SOP
UCI18-001041-1043	Slot Employee Attendance & Calling Off SOP
UCI18-001044-1045	Slot Employees Sensitive Keys SOP
UCI18-001046-1047	Slot Employees Money Handling SOP
UCI18-001048	Slot Employees Pouch Funds SOP
UCI18-001050	Slot Employees – Employee Theft SOP
UCI18-001055-1056	Slot Employees Uniforms SOP
UCI18-001057-1058	Slot Employees Appearance and Grooming Standards SOP
UCI18-001059	Slot Employees Breaks SOP
UCI18-001060	Slot Employees Radios SOP
UCI18-001061	Slot Employees Earpieces SOP
UCI18-001062	Slot Employees Pouches and Belt SOP
UCI18-001063-1064	Slot Employees Buzz & Start of Shift SOP
UCI18-001065	Slot Employees “Fishing” SOP
UCI18-001066-1067	Slot Employees Safe-Keeping Process SOP
UCI18-001068	Slot Employees Carding Machines SOP
UCI18-001069	Slot Employees Uniform Pants SOP
UCI18-001070	Slot Employees Slot Machine Open Door Policy SOP
UCI18-001071	Slot Employees Gaming Prohibit Guest SOP
UCI18-001072-1075	Slots - Anti-Money Laundering Departmental SOP Guidelines
UCI18-001078	Slot Employees Abandoned Jackpot (Hand Pay) SOP
UCI18-001079-1080	Slot Employees Carding and Holding Machines SOP
UCI19-001084	Valet Authorized Early Outs and Holidays/Overtime/Mandatory Days
UCI19-001085	PTO, Non-PTO and Call-Off Procedures
UCI19-001086	Buffet Early Out Process
UCI19-001087	Hospitality AEO Process
UCI19-001088	Jack Binion’s Steak AEO Process
UCI19-001089	Poker Early Out List
UCI19-001090	Slot Operations AEO Process
UCI19-001091	Slot Attendant – Work Schedules (including Early Outs)
UCI19-001092	Starbucks and Café Italia AEO Process

Tip Policies

UCI02-000761-765; 770	F&B Cashier Money/Receipt Handling (Spread and Banquet)
UCI02-000766	Cage Cashiers
UCI02-000767	Lounge Training Guide regarding tips

UCI02-000768	Slot Attendants (from the Slot Attendant Training Guide)
UCI02-000769	Valet (from the Valet Training Guide)
UCI02-000771	Slot Performance Team (Slot Techs not allowed to accept tips)
UCI03-000867-868; UCI11-000962-963	Starbucks Barista Toke Procedure SOP
UCI11-000951-952	F&B Gratuity SOP
UCI18-001049	Slot Employees Tips/Tokes/Gifts SOP

Side Letter #1: Union Business Leave

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

WHEREAS, the Parties are signatories to a collective bargaining agreement (“CBA”) for the period October 1, 2021 through September 30, 2025 (or thereafter as set forth in Article 34 of the CBA); and

WHEREAS, the Parties wish to address Union Business Leaves of Absence.

NOW, THEREFORE, for the mutual promises set forth below and for other good and valid consideration, the Parties agree that:

1. The “Whereas” statements above are incorporated as part of this Side Letter.
2. In the event the Employer grants a Team Member a short-term or long-term Union business leave of absence the Team Member will not be permitted to engage in organizing activity or engage in collective bargaining negotiations in formal or informal bargaining sessions at any facility operated by the Employer or its owners unless mutually agreed upon by the Parties in writing. A Team Member on Union Business Leave will be permitted to enter the non-public spaces of this facility only if: (1) the Union identifies the individual on its list of Union representatives prior to seeking access to this facility; (2) the Team Member complies with all applicable security regulations for non-employees; and (3) the Employee limits their activities to those set forth in Section 3.1, excepting Team Members who are on a long-term Union Business Leave pursuant to Section 20.10(b) may be employed by another Hard Rock Casino Cincinnati LLC casino.

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

For the Employer:

For the Union:

**HARD ROCK CASINO CINCINNATI,
LLC**

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

By:
Its:

By:
Its:

By:
Its:

By:
Its:

Date: _____

Date: _____

Side Letter #2: Dual Rate Team Members

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

WHEREAS, the Parties are signatories to a collective bargaining agreement (“CBA”) for the period October 1, 2021 through September 30, 2025 (or thereafter as set forth in Article 34 of the CBA); and

WHEREAS, the Parties wish to address the Dual Rate classification within those departments in which that classification exists.

NOW, THEREFORE, for the mutual promises set forth below and for other good and valid consideration, the Parties agree that:

1. The “Whereas” statements above are incorporated as part of this Side Letter.
2. A Dual Rate position in a particular department is a separate and distinct classification from any other classification in that department. “Classification Seniority” shall be defined as a Dual Rate’s length of continuous service in years, months, and days from their most recent date of hire or transfer into a particular job classification.
3. The first ninety (90) days of becoming a Dual Rate is probationary. A Dual Rate may voluntarily or involuntarily be returned to their previous position (Dealer, Slot Attendant, etc.), if any. After such time, any Dual Rate returning to their former classification for any reason will receive a new Classification Seniority date on such date of return except as provided in paragraph 3 below.
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 identify Dual Rate openings and may allow shift preference cards to be utilized for such openings if shift preference cards are used for filling vacancies in the underlying classification (e.g., if the Table Games department used shift preference cards for filling Table Games Dealer vacancies, then shift preference cards will be used to fill Table Games Dual Rate vacancies).
6. The Employer will endeavor to minimize the number of switches between assignments in a given day for a Dual Rate.
7. Dual Rates shall receive all percentage increases and bonuses applicable under the CBA.

8. 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 sixty (60) days.

9. In the event of a Force Out or forced overtime on a particular day, a Dual Rate who is not in a supervisory capacity that day shall be considered for Force Out or forced overtime using their Classification Seniority date in their Dealer, Slot Attendant, etc. position if they are clocked in as a Dealer, Slot Attendant, etc. at the time the Force Out or forced overtime decision is made by the Employer.

10. A Dual Rate position in a particular department is a separate and distinct classification and will be treated as such in the event of a layoff/recall. Therefore, in the event of a layoff/recall, a Dual Rate will 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 Employer determines that the Dual Rate worked less than twenty percent (20%) as a supervisor, in which case, they will be treated as a Dealer, Slot Attendant, etc. for the purposes of layoff/recall.

11. Dual Rate Team Members will retain/accrue their original classification seniority while classified as a Dual Rate Supervisor, and conversely shall retain such seniority upon return to their original classification regardless of any PT/FT status change. This only applies if the Employer permits Team Members to return to their non Dual Rate position.

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

For the Employer:

**HARD ROCK CASINO CINCINNATI,
LLC**

By:
Its:

By:
Its:

Date: _____

For the Union:

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

By:
Its:

By:
Its:

Date: _____

Side Letter #4: Team Member Meetings

This Side Letter Agreement (“Side Letter”) is made by and between the Cleveland / Cincinnati Ohio Casino Workers Council, Cleveland, Ohio (the “Union”) and Hard Rock Casino Cincinnati Management, LLC d/b/a Hard Rock Casino Cincinnati (the “Employer”) (collectively, the “Parties”).

WHEREAS, the Parties are signatories to a collective bargaining agreement (“CBA”) for the period October 1, 2021 through September 30, 2025 (or thereafter as set forth in Article 34 of the CBA);

WHEREAS, the CBA addresses property-wide mandatory meetings; and

WHEREAS, the Parties wish to address attendance at mandatory meetings held by the Employer regarding topics related to the management transition, mandatory meetings held by Hard Rock Casino Cincinnati LLC during its first year of management of the facility regarding topics related to the management transition, and mandatory departmental meetings during the full term of the CBA.

NOW, THEREFORE, for the mutual promises set forth below and for other good and valid consideration, the Parties agree that:

1. The “Whereas” statements above are incorporated as part of this Side Letter.
2. For the time period prior to the management transition from the Employer to Hard Rock Casino Cincinnati LLC and for a reasonable period thereafter (not to exceed one (1) year), the provisions of Section 23.6 shall be superseded for mandatory property wide and departmental meetings regarding topics related to the management transition. The following Subsections (i) and (ii) will apply so long as the Employer complies with paragraph 3 below:
 - i. Attendance at such meetings is required without regard to the number of such meetings conducted and without regard to when such meetings are scheduled.
 - ii. Failure to attend such meetings will subject a Team Member to the Employer’s disciplinary and/or attendance policies.
3. For mandatory meetings described in paragraph 2 above, the Employer will endeavor to give affected Team Members at least two (2) weeks’ notice of such meetings, including the dates and times of such meetings. The Employer will also endeavor to post a sign regarding the meeting at least two (2) weeks prior to the mandatory departmental meeting(s) in an area accessible to the affected Team Members and send notification of such meetings to the Union. In addition, for Table Games Team Members, the Employer will endeavor to use video recordings in lieu of or in addition to mandatory departmental meetings within the Table Games department.

4. For mandatory departmental meetings during the term of the CBA that are not covered by paragraph 2 above, the Employer will not require Team Members who are on scheduled PTO to attend such meetings.

5. Team Members who attend the mandatory meetings described in this Side Letter will be paid for the time they spend attending the mandatory meeting at either the training rate established for their classification or their hourly base rate of pay, whichever is higher.

6. There will be no more than four (4) mandatory departmental meetings per calendar year.

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

For the Employer:

**HARD ROCK CASINO CINCINNATI,
LLC**

By:
Its:

By:
Its:

Date: _____

For the Union:

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

By:
Its:

By:
Its:

Date: _____

Side Letter #5: Bartender Vacancies

This Side Letter Agreement (“Side Letter”) is made by and between the Cleveland / Cincinnati Ohio Casino Workers Council, Cleveland, Ohio (the “Union”) and Hard Rock Casino Cincinnati Management, LLC d/b/a Hard Rock Casino Cincinnati (the “Employer”) (collectively, the “Parties”).

WHEREAS, the Parties are signatories to a collective bargaining agreement (“CBA”) for the period October 1, 2021 September 30, 2025 (or thereafter as set forth in Article 34 of the CBA); and

WHEREAS, the Parties wish to address bids for the Bartender classification within those departments in which that classification exists.

NOW, THEREFORE, for the mutual promises set forth below and for other good and valid consideration, the Parties agree that:

1. The “Whereas” statements above are incorporated as part of this Side Letter.
2. The Bartenders in classification codes for Feature Bar, Parlor/Terrace, and Plum Lounge shall be able to bid on open positions within these bars without audition and shall be considered as one classification for layoff/recall purposes as long as they can demonstrate the skills required to satisfactorily perform the work.
3. Service Bar (well) Bartenders shall be able to bid on open positions within customer-facing bars as long as they successfully pass the Employer’s skills-based audition and can demonstrate the skills required to satisfactorily perform the work. A Union representative may observe the audition.
4. The Steakhouse Bartenders and Banquets Bartenders are distinct classifications for all purposes including for layoff and recall. Incumbent Team Members within these two classifications may bid on any vacant Bartender position within their respective department and shall be awarded such position provided they can successfully demonstrate the skills required to satisfactorily perform the work. In the event that no incumbent Team Member within the respective department applies or has the requisite skills, other Team Members who wish to work in a Bartender position in either the Steakhouse or Banquets must audition successfully in order to secure the open position. A Union representative may observe the audition. Management reserves the right to make the final determination as to who is chosen to fill a given opening.

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

For the Employer:

For the Union:

**HARD ROCK CASINO CINCINNATI,
LLC**

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

By:
Its:

By:
Its:

By:
Its:

By:
Its:

Date: _____

Date: _____

Side Letter #7: Poker Room

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

WHEREAS, the Parties are signatories to a collective bargaining agreement (“CBA”) for the period October 1, 2021 through September 30, 2025 (or thereafter as set forth in Article 34 of the CBA); and

WHEREAS, the Parties wish to set forth the following guidelines regarding the operation of the Employer’s Poker Room.

NOW, THEREFORE, for the mutual promises set forth below and for other good and valid consideration, the Parties agree that:

1. The “Whereas” statements above are incorporated as part of this Side Letter.
2. The Employer will make reasonable efforts to ensure that no push/string will have a Brush spot before or after a break table.
3. The Employer will make reasonable efforts to ensure that there will be no more than one (1) Brush spot, at any given time unless business needs require an additional Brush. Examples of circumstances that could lead to staffing the additional Brush spot could include (but not be limited to) the Poker Clerk calling out or higher than normal volumes during a tournament.
4. The Employer in its sole discretion may remove the Brush spot from a string at any given time.
5. Employees that are scheduled an extra day will have the right to go on the EO list ahead of regularly scheduled employees. Dual Rates will not be moved to the top of the EO list when dealing.
6. The Employer will continue to eliminate deadspread tables, excluding unforeseen circumstances, during tournaments to sit and watch the chips and payout. However, if deadspread tables are needed for a tournament, Dealers will be paid Tournament Down pay.
7. The Employer will notify Team Members of their position on the EO list prior to the start of each shift in writing or verbally. The EO list will be random selection.
8. Players will be encouraged by staff to make their first Buy-In at the cage.
9. The Employer’s Poker Room strings will be built considering business demands and pursuing the goal to minimize non-dealing dealer time. The Poker Room will endeavor to reach this goal by use of tools available such as the early out list and scheduling. If at any

time during the term of this Agreement the Union raises concerns about the methods used regarding building dealer strings and aggregate amounts of non-dealing time, the Employer will consider the Union's proposals to resolve such concerns.

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

**HARD ROCK CASINO CINCINNATI,
LLC**

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

By:
Its:

By:
Its:

By:
Its:

By:
Its:

Date: _____

Date: _____

Side Letter #8: Banquets and Gratuities

This Side Letter Agreement (“Side Letter”) is made by and between the Cleveland / Cincinnati Ohio Casino Workers Council, Cleveland, Ohio (the “Union”) and Hard Rock Casino Cincinnati, LLC as successor in interest to JACK Cincinnati Casino LLC (the Employer”) (collectively, the “Parties”).

WHEREAS, the Parties are signatories to a collective bargaining agreement (“CBA”) for the period October 1, 2021 through September 30, 2025 (or thereafter as set forth in Article 34 of the CBA); and

WHEREAS, the Parties wish to set forth the following guidelines regarding Banquets.

NOW, THEREFORE, for the mutual promises set forth below and for other good and valid consideration, the Parties agree that:

1. The “Whereas” statements above are incorporated as part of this Side Letter.
2. Gratuities Defined.
 - a. Out of House or Retail Events. A service charge of fourteen percent (14%) is automatically added to guest checks and will be split among banquet hourly personnel according to hours worked.
 - b. In-House or Comped Events. Banquet Servers and Banquet Bartenders will receive their respective hourly wage plus \$8.00 per hour, with a minimum of \$100 per event capped at \$200 per event.
 - c. In the event that there is no gratuity for a particular day (set up, etc.), Banquet Team Members will receive their Banquet non-tipped hourly wage minimum of \$9.50 per hour for hours worked. Banquet Team Members will be required to set up and breakdown banquet events (defined as napkins, tablecloths, silverware and minimal table and chair movement as required) and will be paid their Banquet non-tipped hourly wage rate when hours are not included as part of a banquet event in which a gratuity is paid.
 - d. Banquet Bartender Gratuities. For cash bars for retail clients and hosted events, Banquet Bartenders shall be allowed to receive tips (cash and/or credit card). All such tips must be placed in a tip jar/container in a location to be determined in the sole discretion of the Employer. Tip jars will not be placed on bar fronts/tops unless approved by the Employer for a special event. Tips for events will be handled according to the contract agreement or as otherwise noted in this Side Letter, Banquet Bartender will be allowed to take home the days’ cash tips following the end of each event.
 - e. Outside Concerts. For Outside Concerts, eighty percent (80%) of all tips will be set aside for Bartenders to be split evenly according to hours worked. The remaining twenty percent (20%) of the tips will be pooled and split between all tip

eligible classifications working the event. Cashiers will not work interchangeably as Bartenders at such events. If Cashiers are used to “staff” cash registers during Outside Concerts, they will receive tips from the pool created by the twenty percent (20%) set aside noted above.

- f. Banquet Event Tip Sharing or Pooling. Sharing or pooling of tips 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 client contract, OCCC or otherwise provided in this Side Letter. Before Team Members change any existing sharing or pooling arrangement, the Employer, the Union and the Team Members shall meet and confer.

3. Assignment of Hours.

- a. Assignment of Hours for Banquet Events. The Employer will endeavor to schedule Full Time Team Members for full-time hours based on available/scheduled banquet events.
- b. Due to the nature of the business, assignment or work is as follows:
 - I. Full-time Banquet Servers and Banquet Bartenders, in order of classification seniority for each of their classifications.
 - II. Full-time dual rated Banquet Servers and Banquet Bartenders, in order of classification seniority. Note: If the dual rated Team Member’s primary job code is Bartender, they must work any available banquet bartending shift and may not turn down said shift to work a Server position. If the dual rated Team Member’s primary job code is Server, they must work any available banquet serving shift and may not turn down said shift to work a Bartender position.
 - III. Part-Time Banquet Servers and Banquet Bartenders, in order of seniority for each of their classifications.
 - IV. All Team Members filling temporary Banquet positions will receive the Banquet base pay plus gratuity and/or tips outlined above in this Side Letter.

4. Transparency.

The Employer shall keep a record of each banquet event which includes the name of the banquet event, the name of each Team Member earning gratuity for each banquet event, and the number of hours each Team Member worked for each event (BEO). The Employer will also keep record of gratuity earned by each Banquet Server and Banquet Bartender for the pay period of the event. This record will be kept on file. Team Members shall be able to review his own hours worked and gratuity information upon request with the Employer’s assistance.

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

**HARD ROCK CASINO CINCINNATI,
LLC**

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

By:
Its:

By:
Its:

By:
Its:

By:
Its:

Date: _____

Date: _____

SIDE LETTER OF UNDERSTANDING RE. THIRD PARTY RESTAURANTS

This Side Letter Agreement (“Agreement”) is made by and between the Cleveland / Cincinnati Ohio Casino Workers Council, Cleveland, Ohio (the “Union”) and Hard Rock Cincinnati Casino LLC (the “Hard Rock Cincinnati”) (“The Parties”)

WHEREAS, the Parties entered into a collective bargaining agreement (“CBA”), covering a bargaining unit located in Cincinnati, Ohio (Exhibit 3, “CBA”);

WHEREAS, this CBA includes an Article 26, “Bargaining Unit Work/Subcontracting,” which covers the Employer’s right to contract with third parties to operate, lease, manage and/or own restaurants within Hard Rock Cincinnati (the “Employer”); and

WHEREAS, the Parties wish to clarify the number of such third party restaurants that the Employer may operate that are not subject to the terms of the CBA.

NOW, THEREFORE, for the mutual promises set forth below as well as good and valid consideration obtained by both the Parties contained in the CBA, the Parties agree that:

1. The “Whereas” statements above are incorporated as part of this Agreement.
2. The Neutrality Agreement in Paragraph 14 does not set any limit to the number of “third party operated, leased or owned restaurants operating in a Casino covered by this Agreement,” (“Third Party Restaurants”), which the Employers may utilize that are not subject to the Neutrality Agreement and the terms of the CBA.
3. In the CBA, the Parties attempted to reach agreement on a specific number of Third Party Restaurants that Cincinnati could operate without being subject to the CBA.
4. After good faith bargaining on this and all other CBA issues, the Parties ultimately agreed that the Employer would be entitled to utilize five (5) (one is currently Hard Rock Cafe) full-service Third Party operated, leased or owned restaurants in Hard Rock Cincinnati, without any restriction on the number of such restaurants operating so long as the total number does not exceed five (5), all of which such restaurants would not be subject to the terms of the CBA and would not be represented by the Union. The Parties will reference this Agreement in the CBA.
5. Nothing set forth herein changes in any way the Parties’ prior agreement that “Fast Food and Quick Service” restaurants are also exempt from the terms of the CBA (and Union representation).
6. This Agreement shall remain in full force and effect until September 30, 2025 and, thereafter, until such time as both Parties mutually agree in writing to modify/terminate its terms. Notice of intent to modify/terminate shall be in accordance with Article 26 of the Hard Rock Cincinnati CBA.

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

For the Employer:

**HARD ROCK CINCINNATI
MANAGEMENT, LLC**

DocuSigned by:
George Goldhoff
B5C7A836A4A04F5...

By: _____
Its: President, Hard Rock Cincinnati

Date: _____

DocuSigned by:
Deborah Davis
B7D54B92E7B0497...

By: _____
Its: V.P. of Human Resources

Date: _____

For the Union:

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

DocuSigned by:
Chris Viscomi
A78343D079274C5...

By: _____
Its: Chief Spokesperson / UAW

Date: _____

DocuSigned by:
Patrick Boyd
830DAGB0C64A468...

By: _____
Its: UniteHERE

Date: _____

DocuSigned by:
David Lee
392A1E11A703444...

By: International Brotherhood of Teamsters

Date: _____

DocuSigned by:
Carl Vineyard
CC40784A49C145C...

By: United Steelworkers

Date: _____

:

Table Games Dealers' One Time Adjustment Side Letter

This side letter reflects the parties' understanding for a one-time adjustment to Dealer rates based on years of service as a Table Games Dealer with the Employer at this location to be applied on the first payroll period following the date of ratification. Dealers, whose rates after the first year increases still fall below the matrix will be raised to the rates set forth in the matrix as indicated below:

One-time adjustment for existing Dealers based on years of Table Games classification seniority adjusted as of the date of ratification:	
0-3 years	\$4.70
4-6 years	\$4.90
7+ years	\$5.10

The following examples show the application of the one-time service-based adjustment:

Example 1: Dealer has 7 plus years of service at Hard Rock and is currently making \$5.00 an hour, which includes the previous Blackjack premium. Assume a 30 cent increase or 2.5% in first year:

They receive \$5.30 since 2.5% equals 12.5 cents; they would only get 10 cents under the matrix and the across the board is 30 cents, so they receive the greater of the three which is 30 cents = \$5.30.

Example 2: Dealer has 7 plus years of service at Hard Rock and is currently making \$4.50 an hour, which includes the previous Blackjack premium. Assume a 30 cent increase or 2.5% in first year:

They receive \$5.10 since the 2.5% equals 11.25 cents and the across the board is 30 cents so they receive the matrix rate at \$5.10.

Under either scenario the Dealer will continue to receive extra premiums for game knowledge with the exception of Blackjack, which is already included in their base rate.

SIDE LETTER- IMMIGRATION RIGHTS

In the event that a Team Member who has successfully completed their probationary period has a problem with their right to work in the United States, the Employer shall notify the official designated by the Union to receive such information in writing as soon as the problem is known. Upon the Union's request, the Employer shall meet with the Union to discuss the nature of the problem to see if a resolution can be reached. The Employer agrees that it will notify the person designated by the Union with names of those Team Members whose work authorizations are going to expire who have been so notified by the Employer.

Upon request, Team Members shall be released for up to five (5) unpaid working days during the term of this Agreement in order to attend to a Department of Homeland Security Immigration & Custom Enforcement ("DHSICE") proceedings and any related matters for the Team Members only. The Employer may request verification of such absence. A Team Member who has successfully completed their probationary period who is not authorized to work in the United States and whose employment has been terminated for this reason shall be immediately reinstated to their former classification without loss of prior seniority provided the Team Member produces proper work authorization within three (3) months of the date of termination. Team Members shall not be entitled to any back pay or benefits of any kind including benefit contributions for the period of their separation.

Side Letter for Steak House Complimentary Language

This side letter reflects the parties' understanding of when Complimentary(s) ("Comps") are utilized for guests in the Steakhouse. When dining in the Steakhouse and guests are utilizing Marketing Comps, the check will be marked with a "Gratuity Not Included" stamp. The stamp will be provided by Steakhouse Management and all marked checks will be approved by the Steakhouse Manager on Duty. This side letter expires upon the expiration of this agreement.

Side Letter Regarding Tipped Steakhouse Positions

This side letter reflects the parties' understanding of the tips earned by all tipped Steakhouse positions. Team members who work in these positions and earn tips during their shift will be allowed to carry home their earned tips at the end of each shift. Team members must follow proper count and cash out procedures. This side letter expires upon the expiration of this agreement.

NONPUBLISHED LETTER OF UNDERSTANDING

This Nonpublished Letter of Understanding is made by and between the Cleveland / Cincinnati Ohio Casino Workers Council, Cleveland, Ohio (the “Union”) and Hard Rock Casino Cincinnati Management, LLC (the “Employer”) (collectively, the “Parties”).

WHEREAS, the Parties are signatories to a collective bargaining agreement (“CBA”) for the period October 1, 2021 through September 30, 2025 (or thereafter as set forth in Article 34 of the CBA); and

WHEREAS, the Parties wish to set forth the following guidelines regarding the Employer’s need for flexibility with respect to staffing.

NOW, THEREFORE, for the mutual promises set forth below and for other good and valid consideration, the Parties agree that:

1. The “Whereas” statements above are incorporated as part of this Nonpublished Letter.

2. The Employer is committed to employing as many full-time staff as practicable at its Cincinnati location. However, the Employer owes a duty to its owners, Team Members, guests, and other constituents to maintain a profitable and sustainable business.

3. The Cincinnati market presents fluctuating business challenges based on a number of factors. To meet these challenges and to provide a positive guest experience, the Employer strives for a core of well-trained, Full-Time Team Members supplemented by a group of Part Time Team Members who allow the Employer the flexibility needed to meet the Employer’s peak staffing demands, primarily on weekends and holidays.

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

For the Employer:

For the Union:

**HARD ROCK CASINO CINCINNATI
MANAGEMENT, LLC**

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

By:
Its:

By:
Its:

By:
Its:

By:
Its:

Date: _____

Date: _____