

Agreement

between

**HORSESHOE CINCINNATI
MANAGEMENT, LLC**

and

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

Effective Date: 4/23/2016 through 9/30/2021

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PREAMBLE

This collective bargaining agreement (hereinafter referred to as the “Agreement”) is made and entered into this 23rd day of April, 2016, between HORSESHOE CINCINNATI MANAGEMENT, 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, call-outs or any other interference with the smooth operation of the Employer’s business.

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

ARTICLE 1: Recognition

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

Section 1.2: Bargaining Unit Team Member Types Defined:

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

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

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

- Article 7, except Sections 7.8, 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: 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 fourteen (14) days in advance of its implementation, except in exigent circumstances where such notice may be less. Upon the Union's request, the Parties shall meet and discuss the same. The Employer may implement the new or modified rules in the event that such discussions have not concluded and/or issues or objections are unresolved, any time after expiration of a forty-eight (48) hour period from the time that the Union is first notified of the proposed new or modified rule. The Union may challenge the new or revised work rule pursuant to Article 24 on the basis that the work rule is unreasonable. Daily operating adjustments shall not be considered the establishment of an additional rule or regulation. The Union acknowledges that the Employer's 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 his assigned job functions for the Employer. The Union shall notify the Employer in writing of the Team Members designated as stewards. A steward may receive, investigate, and process grievances only during the non-working time of all Team Members involved, including the steward, and in non-working, non-public areas unless the Employer agrees to the contrary. The steward's activities may not interfere with regular business operations. At the Employer's sole discretion, a steward may be permitted to attend investigatory interviews and/or other interviews during the steward's otherwise working time. All time spent performing Union-related or steward-related functions shall be unpaid time, unless the Employer expressly agrees otherwise. The Union agrees and acknowledges that it shall have full responsibility for any and all actions undertaken by a steward as its authorized agent.

Section 3.3: Bulletin Boards. The Employer shall provide the Union with 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.

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

Section 5.4: Check-off deductions under all properly executed Authorizations which have been delivered to the Employer on or before the fifteenth (15th) day of any particular month thereafter shall begin with the following calendar month.

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

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

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

The 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 authorizing cards submitted to the Employer by any or all labor organizations comprising the CCOCWC.

ARTICLE 6: Compliance with Ohio Casino Control Act / Licensing

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

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

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

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

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 forty (40) hours. Part Time Team Members are normally scheduled for less than thirty (30) hours per week, with the number of days per week and hours per day determined in the sole discretion of the Employer. Nothing in 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 sixty (60) 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.

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

Section 7.3: 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.

Section 7.4: Posting of Schedules. In each department the Employer shall post each week, in a conspicuous place available to Team Members, a work schedule showing the classification, first and last name, and Classification Seniority and House Seniority date of each Team Member, and specifying days off and starting and end times. (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) to four (4) 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 call 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 his 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 he is 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 his switching schedules pursuant to this Article he becomes ineligible to receive such benefits. With respect to switches, it is the Full Time Team Member's sole responsibility to ensure his eligibility for benefits offered to Full Time Team Members under this Agreement.

7.7(c): No additional 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 he does 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 his 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 his 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 any one (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 his next shift. Nothing in this Agreement

prohibits a Team Member from volunteering to work overtime/additional hours that may cause him 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 his 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 Team Member's meal and rest break periods be less than the total time allotted as of the Effective Date of this Agreement. The Employer will make reasonable efforts to ensure each Team Member's meal and rest periods occur at appropriate intervals during his shift. If there is a pattern of excessive, unreasonable break scheduling in a particular department, the Union may request in writing that the Parties meet and confer to discuss the issues. Upon such request, the Employer shall agree to such meeting and discuss in good faith the Union's concerns.

7.9(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 eighty (80) minutes of on duty time; however, the Employer reserves the right in its sole discretion to modify this break schedule based on business needs. The Employer will make reasonable efforts to ensure an equal distribution of breaks 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): Employee Dining Room. Team Members will be provided with the same Employee Dining Room (EDR) 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 he actually worked count toward his benefits eligibility. Under no circumstance shall a Team Member be granted an Early Out in circumstances where the Team Member's departure will result in overtime payments to another Team Member.

Section 7.11: 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 his 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 he would have worked if he had not been Forced Out count toward his 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.

ARTICLE 8: Discipline and Discharge

Section 8.1: Progressive Discipline. For Team Members outside the probationary period, the Employer agrees that disciplinary actions generally will be progressive and corrective in nature; provided, however, the Employer may skip some or all progressive steps if the Team Member's conduct so warrants. In general, the Employer will provide the Team Member with notice of the misconduct (except for cases of serious acts of misconduct as described below) or a performance related problem before taking further disciplinary action against the Team Member. Progressive discipline may include verbal warning, informational entry, documented coaching, written warning, final written warning, suspension, or termination. The Employer may suspend a Team Member without pay pending investigation into alleged misconduct. Except as provided in Section 8.3 below, no Full Time, Part Time or On Call Team Member who has completed his probationary period shall be disciplined without just cause. A Team Member may contest disciplinary action imposed upon him through the grievance and arbitration procedure set forth in Article 24.

Section 8.2: Customer Service.

8.2(a): The Employer is committed to providing quality customer 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 Spotlight Program according to the Spotlight 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, he 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 or cash, mishandling of sensitive keys, disruption of surveillance, violation of the Employer's responsible gaming policy, compliance with gaming laws, and regulations and Team Member interaction with a customer, co-worker or supervisor on the casino floor that causes a stoppage of play or work interference, the Employer's decision to terminate the Team Member may be challenged through the grievance and arbitration procedure in Article 24. In any such arbitration, the Employer need demonstrate only, by a preponderance of the evidence that the Team Member engaged in the alleged misconduct. Upon such showing, the Arbitrator shall uphold the Team Member's discharge.

8.3(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 his performance. Written warnings for harassment of a co-worker, supervisor, or vendor shall not be subject to the twelve (12)-month limitation set forth above. 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 his personnel file. The Team Member must provide reasonable notice of this request, and must engage in the review when he is not scheduled to work. The Team Member may add a rebuttal statement to the file, and may have a copy of the file. The Employer agrees that there will be one official personnel file (exclusive of any separate files mandated by federal or state law, e.g., medical records under the FMLA), located in the Human Resources department. The Employer may keep a separate investigative file relating to allegations of Team Member misconduct, which is not subject to review by a Team Member. 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 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 his 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 his 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 his conduct in circumstances where the Team Member has requested to have a Union representative present and the Union representative appears without undue delay. The Employer may request that a Team Member sign a form reflecting that he has requested the presence of a Union representative. If the Union representative requested by the Team Member is not available at the designated time of the meeting, the Team Member may request another Union representative who is on property and available. If no Union representative is available on property, 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.

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 his presence on the call known, but may submit written questions to the Employer for its use in the telephone conversation. The Employer has the sole discretion to use the Union's questions. 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 tapes to support its decision to issue a final written warning or discharge a Team Member, the Employer will allow a non-Team Member Union representative to view the relevant surveillance video, on Employer premises accompanied by an Employer representative at a time mutually agreed upon by the Parties. Upon the Union's written request, the Employer shall allow the Union to review relevant surveillance video in cases involving issuance of a final written warning or discharge to support the innocence of a Team Member.

Section 8.12: 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 following their date of hire. The ninety (90)-day probationary period may be extended for Part Time Team Members and for Full Time Team Members up to an additional sixty (60) days, at the Employer’s sole discretion; provided that the Employer provides the Team Member with written notice of the probationary period extension prior to the expiration of the original ninety (90) day period. For Full Time Team Members, the Employer may extend the probationary period on a case-by-case basis. 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 his 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 JACK Entertainment LLC takes over management of the Employer's facility ("Transition Date") will retain his current House Seniority. Team Members who transfer from a JACK Entertainment LLC-owned and/or operated location shall retain his original House Seniority. 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 his employment and will be ineligible for re-hire at the Employer's sole discretion.

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

9.3(c): If a Team Member has been laid off and is notified to contact the Human Resources department by a specific date regarding recall, but fails to do so within four (4) days of specified date after proper notification has been delivered to the Team Member, unless satisfactory proof of valid reason for failure to respond is presented to the Human Resources department. Such determination shall be made at the sole discretion of the Employer. Notification shall be made in writing and delivered to the Team Member in person or sent to the Team Member by registered mail, return receipt requested, or by certified mail. The Employer shall be entitled to rely upon the address on file in the Human Resources department. The Team Member's failure to report to work on specified date shall be grounds for termination of employment and loss of seniority.

9.3(d): Retirement.

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

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

Section 9.4

9.4(a): Layoff and Recall. The Employer may lay off Team Members within the Bargaining Unit. The number of Team Members to be laid off, job classifications within which such layoffs will occur, the number of 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 his current workweek.

9.4(g): In the event the Employer recalls Team Members in the Bargaining Unit from layoff, recalls will be made in reverse order of layoff, provided Team Members to be recalled have the qualifications and abilities to perform satisfactorily the available work. Laid-off Team Members who have worked for the Employer for a year or more shall have recall rights for the period of twelve (12) months from the date of layoff. Laid-off Team Members who have worked for the Employer for less than a year shall have recall rights equal to the number of months they had been employed by the Employer prior to being laid off. The discipline 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 his 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 his 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, he shall not be called for available temporary work after he has refused three (3) offers, provided he received at least seventy-two (72) hours' notice of the work availability. Temporary work shall not include daily overtime.

9.4(i): Team Members whose jobs are eliminated, or whose layoff is anticipated to last more than two (2) calendar months, may notify the Employer's Human Resources department in writing of his interest to transfer to vacant Bargaining Unit positions outside of his 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, he 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 his 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 9.6: 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 his 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 he transfers. The Team Member shall not be eligible for another transfer under this Section for ninety (90) days unless mutually agreed upon in writing by the departmental manager and the Team Member.

9.6(b): If a Team Member notifies the Employer that he does not desire to remain in the new position, then he will be transferred back to his original position within seven (7) calendar days from the date of transfer. If a Team Member voluntarily requests to return to his original position according to the terms of this Section, then he will be precluded from transferring to another position for six (6) months from the date he formally transfers back to his original position unless mutually agreed upon in writing by the Parties.

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

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

9.6(e): The Employer may in its sole discretion fill a vacancy created by a Team Member who transfers to another position or may eliminate the position. If the Employer decides to fill a vacancy using Shift Preference Cards, then the vacancy shall be filled pursuant to the selection process described in this Subsection. If Shift Preference Cards are used by the Employer in any one (1) or more departments, the Employer and the Union shall

develop the Shift Preference Card. In the event the Parties cannot agree on the design of a Shift Preference Card in a particular classification or department, the Employer shall have the right to utilize its Shift Preference Card design, which shall include 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 three (3) weeks.

Section 9.8: For training purposes, the Employer shall have the sole discretion to assign Team Member trainees to any work schedule or work station for training purposes for up to six (6) weeks.

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

ARTICLE 10: Wages

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

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

Section 10.2: Lump Sum Payment.

The Employer shall pay eligible Team Members one (1) of the lump sum payments described in this Section based on his date of hire and status (i.e., Full Time, Part Time, or On Call) as of the Effective Date of this Agreement.

10.2(a): The Employer shall pay each non-probationary Full Time, Part Time, and On Call Team Member who was hired by the Employer between October 1, 2014 and ninety (90) days prior to the Effective Date of the Agreement and has been on the Employer's payroll continuously (i.e., has had no break in service) since his date of hire the following lump sum payments, less applicable withholdings, in the first pay period that occurs thirty (30) days after the Effective Date of this Agreement provided the Team Member is still employed by the Employer on the date payment is made:

- Full Time Team Member \$750
- Part Time Team Member \$500
- On Call Team Member: See the chart immediately below

Average hours per week worked between May 1, 2015 and April 30, 2016:	Lump sum amount:
At least 2 hours but less than 8 hours	\$83
At least 8 hours but less than 16 hours	\$167
At least 16 hours but less than 24 hours	\$333
24 or more hours	\$500

These payments shall be paid separately from the eligible Team Members' regular pay.

10.2(b): The Employer shall pay each non-probationary Full Time, Part Time, and On Call Team Member who was hired by the Employer between October 2, 2013 and September 30, 2014, and who has been on the Employer's payroll continuously (i.e., has had no break in service) since his date of hire the following lump sum payments, less applicable withholdings, in the first pay period that occurs thirty (30) days after the Effective Date of this Agreement, provided the Team Member is still employed by the Employer on the date payment is made:

- Full Time Team Member \$1,000
- Part Time Team Member \$750
- On Call Team Member: See the chart immediately below

Average hours per week worked between May 1, 2015 and April 30, 2016:	Lump sum amount:
At least 2 hours but less than 8 hours	\$125
At least 8 hours but less than 16 hours	\$250
At least 16 hours but less than 24 hours	\$500
24 or more hours	\$750

These payments shall be paid separately from the eligible Team Members' regular pay.

10.2(c): The Employer shall pay each non-probationary Full Time, Part Time, and On Call Team Member who was hired by the Employer on or before October 1, 2013 and has been on the Employer's payroll continuously (i.e., has had no break in service) since his date of hire the following lump sum payments, less applicable withholdings, in the first pay period that occurs thirty (30) days after the Effective Date of this Agreement, provided the Team Member is still employed by the Employer on the date payment is made:

- Full Time Team Member \$1,250
- Part Time Team Member \$1,000
- On Call Team Member: See the chart immediately below

Average hours per week worked between May 1, 2015 and April 30, 2016:	Lump sum amount:
At least 2 hours but less than 8 hours	\$167
At least 8 hours but less than 16 hours	\$334
At least 16 hours but less than 24 hours	\$666
24 or more hours	\$1,000

These payments shall be paid separately from the eligible Team Members' regular pay.

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

10.2(e) 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: Annual Increases and Additional Lump Sum Payments. The Employer shall increase the straight time hourly base rates of pay for all Team Members or pay a lump sum payment, as follows:

10.3(a):

- Year 1 annual increase: except as provided in Sections 10.3(b) and 10.4(a) below, Team Members employed on or before the Effective Date of the Agreement will receive 1.8% or \$0.25/hour, whichever is greater, retroactive to October 1, 2015 (or the Team Member's date of hire, if after October 1, 2015) and paid in the first pay period that occurs forty-five (45) days after the Effective Date of this Agreement;

- Year 2 lump sum: eligible Team Members will be paid the following lump sum payments in the first pay period following October 1, 2016 as follows:

	Full Time Team Members	Part Time Team Members
Non-probationary Team Members employed on or before October 1, 2016 and still employed by the Employer on the date payment is made	\$1,000	\$750

Eligible On Call Team Members will be paid the following lump sum payments in the first pay period following October 1, 2016 as follows:

Non-probationary On Call Team Members employed on or before October 1, 2016 and still employed by the Employer on the date payment is made who worked the following number of average hours per week between October 2, 2015 and September 30, 2016:	Lump sum amount:
At least 2 hours but less than 8 hours	\$125
At least 8 hours but less than 16 hours	\$250
At least 16 hours but less than 24 hours	\$500
24 or more hours	\$750

- Year 3 lump sum: eligible Team Members will be paid the following lump sum payments in the first pay period following October 1, 2017 as follows:

	Full Time Team Members	Part Time Team Members
Non-probationary Team Members employed on or before October 1, 2017 and still employed by the Employer on the date payment is made	\$750	\$500

Eligible On Call Team Members will be paid the following lump sum payments in the first pay period following October 1, 2017 as follows:

Non-probationary On Call Team Members employed on or before October 1, 2017 and still employed by the Employer on the date payment is made who worked the following	
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number of average hours per week between October 2, 2016 and September 30, 2017:	
	Lump sum amount:
At least 2 hours but less than 8 hours	\$83
At least 8 hours but less than 16 hours	\$167
At least 16 hours but less than 24 hours	\$333
24 or more hours	\$500

- Year 4 annual increase: Team Members employed on or before October 1, 2018 will receive 2% on October 1, 2018;
- Year 5 annual increase: Team Members employed on or before October 1, 2019 will receive 2% on October 1, 2019;
- Year 6 annual increase: Team Members employed on or before October 1, 2020 will receive 2% on October 1, 2020 – through the expiration of this Agreement.

The lump sum payments described in Years 2 and 3 in this Subsection shall be paid separately from the eligible Team Members' regular pay.

10.3(b): Team Members employed on or before the Effective Date of the Agreement in the following job classifications will receive either the Year 1 increase set forth above in Section 10.3(a) or an increase to the starting wage rate set forth in Exhibit X, whichever is higher, retroactive to October 1, 2015 (or the Team Member's date of hire, if after October 1, 2015): Bartender, Diamond Lounge Concierge, Busser, Valet Attendant, Cage Cashier I, Cage Cashier II, and Cage Cashier III. Side Letter #3 addresses the Year 1 increase for certain Team Members employed in the Warehouse Person classification. The applicable increase will be paid in the first pay period that occurs forty-five (45) days after the Effective Date of this Agreement.

10.3(c): To the extent permitted by law, the lump payments described in Section 10.3(a), Year 2 and Year 3, may be deposited into an 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.

10.3(d): Eligible Team Members who are on approved leaves of absence on the date on which the lump sums described in Section 10.3(a), Year 2 and Year 3, including Workers' Compensation leave, shall receive the applicable payments described in Section 10.3(a), Year 2 and Year 3, 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 10.4: Dealer Pay.

10.4(a): Team Members in the Poker Dealer classification hired on or before the Effective Date of this Agreement will have their straight time hourly base rate of pay increased as follows in lieu of the Year 1 annual increase described in Section 10.3(a), Year 1: \$0.25/hour (to be applied first) and 1.8% (to be applied second). These increases

will be retroactive to October 1, 2015 (or the Team Member’s date of hire, if after October 1, 2015). This increase will be paid in the first pay period that occurs forty-five (45) days after the Effective Date of this Agreement.

10.4(b): Table Games Dealers and Pay for Game Knowledge. Starting rates of pay for new Table Games Dealers are set forth in the following table:

Starting Hourly Base Rate of Pay (based on years of Table Games prior experience at the time of hire)		
0-5 years		\$4.00
6-10 years		\$4.50
10+ years		\$5.00

The Employer reserves discretion to determine whether any credit shall be given to a new Team Member for prior Table Games experience coming from a property other than one owned and/or operated by JACK Entertainment LLC or an affiliated company.

10.4(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 he is qualified to deal, as set forth below. A Team Member will be considered qualified to deal a particular game if he successfully passes the Employer’s audition for that game (i.e., certified to deal that game). The following pay for game knowledge amounts will apply to Team Members in the Dealer classifications in the Table Games department:

Game Knowledge Premiums		
Craps		\$0.50
Blackjack		\$0.25
Roulette		\$0.25
Mini Baccarat and Pai Gow		\$0.25
Pitch		\$0.25
6 or more Carnival Games (as “Carnival Games” is defined by the Employer)		\$0.25

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 his certification in a particular game before he is 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 he is certified and on which he has signed off shall lose any pay for game knowledge he is receiving.

10.4(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.

10.4(e): Banquet (Non-Tipped) Dealer Rate of Pay. A Dealer working in a non-tipped Banquet Dealer capacity shall be paid a flat rate as outlined in Exhibit X. Dealers will be paid for all hours worked as a Banquet Dealer in the pay period in which the Banquet was scheduled.

10.4(f): Tournament (House-Tipped) Table Games Dealers. Table Games Dealers working tournaments in a dealing capacity that does not generate toke (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 toke, such toke 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.

10.4(g): Banquet/Tournament Dealer Selection process.

10.4(g)(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.

10.4(g)(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 10.4(g)(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.

10.4(g)(iii): Table Games Tournament Dealer Selection Process. Table Games Dealers who are coded per 10.4(g)(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 10.5: Cooks. The Employer will establish the Cook I, Cook II, Cook III and Cook IV (Specialty) classifications within forty-five (45) days of the Effective Date of this Agreement. All Team Members employed by the Employer as a Cook as of the Effective Date of this Agreement will be classified by a joint review of skillsets by the Parties. Progression from Cook I to Cook II and from Cook II to Cook III 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 X.

Section 10.6: 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 X.

Section 10.7: Cage Cashiers.

10.7(a): The Employer will establish the Cage Cashier I, Cage Cashier II, and Cage Cashier III classifications within forty-five (45) days of the Effective Date of this Agreement. The three (3) levels of Cage Cashier classifications described in this Section are based on knowledge of certain banks and job responsibilities. All Team Members employed by the Employer as a Cage Cashier as of the Effective Date of this Agreement will be evaluated pursuant to the Employer's skill set assessment in order to determine in which Cage Cashier classification they will be initially placed. A Team Member hired to perform Cage Cashier job duties after the Effective Date of this Agreement will be classified as a Cage Cashier I. 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 X. When a Team Member moves from one level to the next under this Section, the starting rate for the new level will be the Team Member's new rate of pay or \$0.25/hour, whichever is higher.

10.7(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 10.8: If the minimum wage is raised to a level which increases any Team Member's current hourly base rate of pay by two and a half percent (2.5%) or more above his current hourly base rate of pay, then he will not be entitled to the annual increase (as defined in Section 10.2).

Section 10.9: Gain-sharing Lump Sum Proposal. If the OCCC reports a ten percent (10%) or more increase in the Employer's adjusted gross revenue ("AGR") for the period January 1, 2016 through December 31, 2016 as compared to the Employer's AGR for the previous twelve (12) month period, i.e., January 1, 2015 through December 31, 2015, then each Team Member shall be entitled to an additional one percent (1%) of the product of his hourly base rate of pay as of December 31, 2015 times his actual hours worked in 2016 paid in a lump sum. Such lump sum payment shall be paid, on a prorated basis based on length of service during calendar year 2016, in the first full payroll period following the OCCC's published report of the Employer's AGR for the full period January 1, 2016 through December 31, 2016. Thereafter, for each succeeding twelve (12) month period beginning on January 1, 2017 during the term of this Agreement and ending on January 1, 2021, each Team Member shall be entitled, in the same manner as set forth above, to an additional one percent (1%) of the product of his hourly base rate of pay as of December 31st of the applicable year times his actual hours worked in the applicable year, paid in a lump sum, if the Employer's AGR, as published by the OCCC, increases by ten percent (10%) or more year over year from the previous twelve (12) calendar month period.

ARTICLE 11: Pay Outside of Pay Scale

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

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

Section 11.3: Team Members whose wages are increased pursuant to this Article will also receive the percentage wage increases set forth in Section 10.3 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 which in which the Team Member is seeking daily overtime, a Team Member may sign up on a list provided by the Employer for daily overtime within his department. Daily overtime will be awarded on the basis of Classification Seniority from Team Members on the applicable overtime list provided Team Members who are offered overtime have the qualifications and abilities to satisfactorily perform the available work. In the event there are an insufficient number of qualified volunteers, the Employer will assign the overtime duties to Team Members within the appropriate classification based on reverse order of 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 Caesars 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-Caesars 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. 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

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

Section 15.2: PTO Requests.

15.2(a): One (1) Week Increment PTO Requests. Prior to November of each year, each department will prepare a calendar of available one (1) week PTO slots per classification

(January 1 to December 31). The Employer shall allow Team Members to bid on 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).

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

Section 15.3: When multiple requests for PTO are made at the same time (i.e., on the same day) in accordance the departmental approval period, PTO requests will be granted in order of House Seniority. This Section does not apply to Section 15.2(a).

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 expressly waives 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:

<u>INCIDENT</u>	
One Day Absent	1 point*
Consecutive Absences: (Please refer to the Leave of 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.)	1 point first day* ½ point each consecutive day thereafter*
Patterned Absence: (3 incidents creating a pattern within 3 months; may include but is not limited to calling off on same	2 points* in addition to points assigned for the

days of the week, days before or after days off, days before or after payday, days before or after holiday, etc.)	individual absences making up the pattern
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 2 nd hour of shift	4 points
Mandatory Meetings – absence/lateness/no call/no show	1 point
Training Classes – absence/lateness/no call/no show	Points apply as above
* Designate High Volume Business Days	Double Points
Call Off/Denied Day Off	See Section 16.2(f) below

16.2(c): High volume/special/promotion days. The Employer may declare a number of days as high volume/special/promotion days throughout each calendar year; however, the Employer understands the potential negative impact on Team Members when the Employer schedules too many such days. In order to balance the Employer's business needs for high volume/special/promotion days and Team Members personal needs and ability to take PTO, the Employer will endeavor to review the calendar every six (6) months to determine to the best of its ability the days that it will designate as high volume/special/promotion days subject to the Employer's Attendance Policy with respect to such days. Upon the determination of high volume/special/promotion days, the Employer will post notice of those days and give concurrent notice to the Union. In no event, however, shall high volume/special/promotion days be posted as such less than twenty-one (21) days in advance or double pointing shall not be applicable. Concurrent notice of such postings shall be provided to the Union. If there is a pattern of excessive, unreasonable scheduling of high volume/special/promotion days, the Union may request in writing that the Parties meet and confer to discuss the issues. Upon such request, the Employer shall agree to such meeting and discuss in good faith the Union's concerns.

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 his attendance record. It is the Team Member's responsibility to

notify his coach or leader when he believes he has achieved perfect attendance during the previous six (6) months.

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 he previously sought PTO.

ARTICLE 17: Jury Duty and Court Appearances

Section 17.1: Jury Duty.

17.1(a): A Team Member who is required to serve on a jury and loses work time because of such service shall be paid the difference between the jury fee received and his hourly base rate of pay 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 his hourly base rate of pay. A Team Member in a tipped or token job classification who is required to appear in court or at a deposition at the request of the Employer shall receive his hourly base rate of pay plus the applicable tip or token rate for a period not to exceed eight (8) hours per day, less any subpoena fee.

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

ARTICLE 18: Bereavement Leave

Section 18.1: Team Members with at least ninety (90) days of service shall be eligible to utilize up to three (3) consecutive days of Bereavement with pay at their hourly base rate of pay 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: At the request of the Employer, the Team Member will be required to provide proof (e.g., an obituary) of the need for the leave provided under this Article.

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 must be submitted to the Team Member Services Center in accordance with its guidelines. With the exception of leaves of absence pursuant to Family and Medical Leave Act ("FMLA"), Uniformed Services Employment and Reemployment Rights Act ("USERRA"), and Union Business Leave described in Section 20.10, Team Members must first exhaust all available PTO time except for the equivalent of three (3) days before using unpaid leave. A Team Member granted a leave of absence pursuant to federal or state law may be entitled to reinstatement and the terms and conditions of employment mandated by such law upon his return from leave. In all other leaves of absence, upon the Team Member's request to return to work (including any required medical certification), the Employer shall return the Team Member to his original position, if available, or make reasonable efforts to assign the Team Member a comparable position for which he is qualified in the same job classification. Otherwise, the Team Member shall be placed on layoff status, pursuant to Article 9. To be entitled to any leave of absence pursuant to this Article, the Team Member must have completed his probationary period. A leave of absence is not automatic

and must be requested by the Team Member and approved by the Employer in writing. Team Members shall not accrue any benefits, including PTO, during a leave of absence, unless otherwise required by law.

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

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

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

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

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

Section 20.5: Leaves of absence for injury compensable under the Ohio workers compensation law are subject to applicable state law and the Employer's policies, and maybe granted for the period of time that a Team Member, as demonstrated to the satisfaction of the Employer and consistent with applicable law, is unable to perform his regular job duties or such other modified or different job duties as the Employer, in its sole discretion and to the extent consistent with applicable law, chooses to assign the Team Member. Unless otherwise dictated by applicable law, such leave of absence may not exceed a one (1) year period of time. The Employer has the right to assign a Team Member light duty work in any Bargaining Unit or non-bargaining unit

classification during the period that a Team Member's bona fide illness or injury is covered by Ohio workers compensation law; provided, however, that no Bargaining Unit Team Member is displaced or suffers a reduction in straight time hours as a direct result of the Team Member being assigned to the light duty position during the period of the light duty work. This limitation applies only to the Bargaining Unit department in which the light duty work is being assigned. The Employer has sole discretion to assign or refuse to assign a Team Member to light duty work and to remove the Team Member from such light duty work at any time. If a Team Member rejects the light duty assignment, whether within or outside of the Bargaining Unit, the Team Member shall be subject to disqualification of benefits under Ohio workers compensation law. Nothing in this Section requires the Employer to establish a light duty position.

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

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

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

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

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

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

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

Section 20.10: Union Business Leave. A Union business leave of absence may be granted for Team Members in the Bargaining Unit for the purpose of accepting employment with the labor organization which represents them, upon written request to the Employer at least fourteen (14) days prior to the first absence. A Union business leave of absence may be granted in the reasonable discretion of the Employer, according to the following guidelines. 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 his 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 his 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 his prior position if it can be done without displacing non-probationary Team Members, but there is no assurance that such a position will be available. If the position is not available, the Employer will make reasonable efforts to find another position for the Team Member for which he possesses the skills and qualifications to perform that job.

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

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

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): Full Time Dealers shall be required in the Employer's sole discretion to wear the uniform bowtie or necklace during summer months.

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

22.1(d): 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 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.

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. The Parties agree to honor the Rock Bar Team Members' decision to no longer share tips between bartenders and cocktail servers without any further need to 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.

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 immediately notified of emergencies (e.g., sick family member needs assistance) and allowed to leave their work station in order to make any necessary phone calls or to end their shift. If the time a Team Member spends dealing with an emergency exceeds twenty (20) minutes, then the Team Member may be required to clock out.

Section 23.6: 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. Additionally, the Team Member is specifically excused from the property-wide mandatory requirement at a particular meeting of any session if it is scheduled:

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

Team Members excluded under (a), (b) or (c) of this Section may voluntarily attend such 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 he will be held responsible for knowing the content covered at the meeting.

Side Letter #4 addresses mandatory property-wide meetings held during JACK Entertainment 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: Token Pool Data Requirements. The Employer will make reasonable attempts to institute payroll actions needed to support the Table Games Token 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 him not to be paid for all of his time worked, the Team Member is solely responsible for accurately completing and submitting the appropriate Payroll correction form to his department before he will be compensated. In instances where the Company’s error or failure caused the Team Member not to be paid for all of his time worked and if the adjustment hours equal or exceed eight (8) 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.

ARTICLE 24: Grievance & Arbitration

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

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

24.2(a): Step 1. Within 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 the grievance, within three (3) working days after the answer in Step 1 [or the expiration of the ten (10) day period, whichever is shorter], to the Human Resources department. Within seven (7) days of the Union’s presentation of the grievance to the Human Resources department in Step 2, the Parties shall meet to discuss the grievance. A representative from the Human Resources department and a Union representative shall attend the Step 2 meeting. A representative of the Employer’s management team may also attend. The Employer shall render a decision in writing within five (5) working days after the 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 his 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 his 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 his removal) until after the arbitration has concluded and his decision delivered to the Parties.

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

Regardless of whether an Arbitrator is unilaterally or jointly removed from the permanent panel of arbitrators, the Parties will meet and confer at a mutually agreeable time on the selection of a replacement for the removed Arbitrator. Prior to such meeting, each party will provide the other a list of at least three (3) names for consideration. If the Parties cannot agree on a replacement Arbitrator, the Parties will repeat the process described in this Section until the Parties agree. The Parties agree to use reasonable efforts to agree on a replacement Arbitrator and neither party will unduly delay this process.

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

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

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

Section 24.9: Costs of Arbitration. Each side shall bear its own costs incurred in litigating or defending against arbitration. The cost of the Arbitrator and other incidental expenses such as the hearing room shall be borne equally by the Parties. The cost of a hearing transcript shall be shared equally, unless one party opts not to, 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 he can hear the case within thirty (30) calendar days, he will be selected to hear the case. If he cannot hear the case within thirty (30) calendar days of notification, the Parties will notify the second choice Arbitrator who will hear the case within thirty (30) calendar days. If neither Arbitrator can hear the case within thirty (30) calendar days, the Parties will select another arbitrator from the list of remaining arbitrators using the same alternative strike-off approach.

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

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

24.11(d): At the election of either party, a transcript by a court reporter will be prepared with the cost of 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 his 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 slow down or stoppage, sick out, call out, picketing, demonstrations, corporate campaigns, boycott, refusal to cross picket lines, etc., or engage in any other interference with the performance of work and the service of customers, regardless of the reason(s) therefore. This obligation shall include dealings by the Employer with Union and non-Union suppliers, deliverymen, partners, vendors, organizations, or other employee not covered by this Agreement and shall cover non-grievable disputes to the maximum extent permitted by law. Upon request by the Employer, the Union will actively and publicly denounce such activity, issue instructions to Team Members to cease engaging in such activity and to return to work immediately, advise the Employer in writing that such action by the Team Members has not been called or sanctioned by the Union, and take all other reasonable steps necessary to bring an immediate end to any Team Member activity in violation of this Article. In the event that the Union, its officers, agents, and employees fully comply with the above provisions, the Employer agrees not to bring any court action for damages against the Union or its officers, agents, or employees for breach of this Article. The Union agrees that it will not disparage the Employer, its Team Members, 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 XI.

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, "he," or its related pronouns may appear, either as words or as parts of words (and other than with obvious reference to named male individuals), it

has been used for literary purposes and is meant in its generic sense, i.e., to include both female and male genders.

Section 28.3: The Employer and the Union are committed to maintaining a work environment free from sexual or other prohibited harassment. 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: Horseshoe Casino Cincinnati
Attn: Deborah Davis
Vice President, Human Resources
1000 Broadway
Cincinnati, Ohio 45202

Fax: 513.250.3594
Email: ddavis3@caesars.com

To the Union: CCOCWC
c/o Mike Kuhel
5000 Rockside Road, Suite #300
Independence, Ohio 44131

Fax: 216-447-1719
Email: mkuhel@uaw.net
cc: pboyd@culinaryunion226.org
local1199@gmail.com
dmclean@usw.org

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

To the IBT: Randy Verst
Teamsters Local 1199
2110 Dale Road
Cincinnati, Ohio 45212

Fax: 513-621-7886
Email: local1199@gmail.com

To the UAW: Gary Jordan
UAW Region 2B
1691 Woodlands Drive
Maumee, Ohio 43537

Fax: 419-893-4073
Email: gjordan@uaw.net

To the USW: Dave McLean
Sub-District Director
13 Triangle Office Park Drive, Suite 1301
Cincinnati, Ohio 45246

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

To UNITE HERE: Patrick Boyd
300 River Place Drive, Suite 2700
Detroit, MI 48207-4265

Cell: 702-203-7723
Fax: 313-259-8481
Email: pboyd@culinaryunion226.org

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

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

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, April 23, 2016 (“Effective Date”), and shall continue in full force and effect to and including 11:59pm on September 30, 2021 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, 2021 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:

For the Union:

HORSESHOE CINCINNATI
MANAGEMENT, LLC

CLEVELAND / CINCINNATI OHIO
CASINO WORKERS COUNCIL,
CLEVELAND, OHIO



By:
Its:



By:
Its:

By:
Its:
Date: 4/23/2016

CHIEF SPOKESPERSON

By:
Its:
Date: 6-3-16

EXHIBIT I – DEFINITION OF THE BARGAINING UNIT

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 II – IBT DUES AUTHORIZATION CARD



APPLICATION AND NOTICE

For Membership in Local Union No. _____

Affiliated with the International Brotherhood of Teamsters

I voluntarily submit this Application for Membership in Local Union _____, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And, I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that under the current law, I may elect "nonmember" status, and can satisfy any contractual obligation necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member or remain a member, I may object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment, and I can request the Local Union to provide me with information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative sufficient to enable me to decide whether or not to become an objector. I understand that nonmembers who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining will be entitled to a reduction in fees based on the aforementioned allocation of expenditures, and will have the right to challenge the correctness of the allocation. The procedures for filing such challenges will be provided by my Local Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

PRINT _____ Occupation _____
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

Street _____ Phone _____

City _____ State _____ Zip Code _____

Employer _____ Employment Date _____

Street _____ Phone _____

City _____ State _____ Zip Code _____

Initiation Fee \$ _____ Paid to _____

Date of Birth _____ Social Security No. _____

Have you ever been a member of a Teamster Local Union? _____

If yes, what Local Union No. _____

DATE OF APPLICATION

SIGNATURE OF APPLICANT

White Copy to Local Union

Yellow Copy to Local Union

Pink Copy to Applicant



CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, _____ (Print Name) hereby authorize my employer to deduct from my

wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods hereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____

Social Security Number _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Employer _____

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

White Copy to Local Union

Yellow Copy to Company

Pink Copy to Applicant

EXHIBIT III – UAW DUES AUTHORIZATION CARD

A-57-58 Rev. 5/2007



APPLICATION FOR MEMBERSHIP

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW)
DETROIT, MICHIGAN 48214

Name _____ Date _____
Local # _____ Unit # _____
Address _____ City _____ State _____ ZIP _____
Tel # _____ Dept _____ SSNE# _____

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

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

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



Applicant's Signature _____

Witness _____

AUTHORIZATION FOR CHECK-OFF OF DUES



TO THE _____ COMPANY Date _____

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

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

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

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

Type or print name of Employee here _____

Signature of Employee here _____

Address of Employee _____

City _____ State _____ Zip _____

Date of Signature _____ Employee Clock Number _____ Sec. Sec. # _____

Date of Delivery to Employer _____

REPRINTED 5/2016 QTY: 5K

A-57-58 Rev. 5/2007

PLEASE PRINT CLEARLY

First Name Middle Initial Last Name

UNITED STEELWORKERS (USW)

AFL-CIO-CLC

Local Union No. _____

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

Date: _____ Signature _____
Name: _____

Street Address/Postal Office Box No. _____

City _____ State _____ Zip Code _____

Telephone Number: () _____ - _____

E-Mail: _____

Employer: _____ Facility: _____

Department: _____

Initiation fee \$ _____ paid.

PLEASE PRINT CLEARLY

First Name Middle Initial Last Name

UNITED STEELWORKERS (USW)

AFL-CIO-CLC

Local Union No. _____

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

Date: _____ Signature _____
Name: _____

Street Address/Postal Office Box No. _____

City _____ State _____ Zip Code _____

Telephone Number: () _____ - _____

E-Mail: _____

Employer: _____ Facility: _____

Department: _____

Initiation fee \$ _____ paid.

**EXHIBIT V – UNITEHERE DUES AUTHORIZATION CARD AND
PAC DEDUCTION AUTHORIZATION FORM**



I, the undersigned, hereby request and voluntarily authorize the Employer to deduct from any wages or compensation due me, an amount equal to the regular monthly dues uniformly applicable to members of **UNITEHERE! Local 24** ("the Union") in accordance with the Constitution and By-Laws of the Union.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice to both the Employer and the Union by registered mail during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable check-off from year to year unless revoked as hereinabove provided, irrespective of whether I am a Union member.

_____, 201____ Today's Date	_____ Name (Please Print)	
_____ Current Employer	_____ Signature	
_____ Job Title	_____ Social Security Number	
_____ Date of Hire	_____ Home Phone/Cell Phone	
_____ Email Address	_____ Texting Opt/In Y N	
_____ Full Street Address (including Apt. #)	_____ City	_____ Zip Code

IVORY: Union

YELLOW: Employer

Giving Workers A Voice

I hereby authorize the Employer to deduct from my pay the sum of \$_____ per month and to forward that amount to the **UNITE HERE TIP Campaign Committee**. This authorization is signed voluntarily and with the understanding that the **UNITE HERE TIP Campaign Committee** will use this money to make political contributions and expenditures in connection with Federal elections. I am aware of my right to refuse to sign the authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the **President, UNITEHERE! Local 24, 300 River Place Dr., Ste. 2700, Detroit, MI 48207**.

_____, 201____ Today's Date	_____ Name (Please Print)	
_____ Current Employer	_____ Signature	
_____ Social Security Number		

IVORY: Union

YELLOW: Employer



NOTICE REGARDING DUES DEDUCTION AUTHORIZATION

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

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

UNITEHERE! TIP CAMPAIGN COMMITTEE

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

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

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

EXHIBIT VI – IBT PAC DEDUCTION AUTHORIZATION FORM



DRIVE
Teamster Political Action

Local Union # _____

Date _____

I subscribe, freely and voluntarily, the sum indicated below each week to DRIVE with the understanding that this voluntary contribution may be used by DRIVE for political purposes consistent with the labor-related goals of DRIVE, including contributions to support candidates for local, state and federal offices. I understand my right to refuse to contribute or to discontinue this contribution without reprisal and that the amounts below serve merely as suggestions. I am free to subscribe more or less than these guidelines, or nothing, without benefit or disadvantage to my employment status. I further hereby authorize and request my employer to deduct from my earnings the sum indicated below each week to be remitted to National DRIVE.

I reserve the right in accordance with the applicable state or federal laws to revoke this voluntary authorization at any time by giving written notice of such revocation to National DRIVE in accordance with such laws or otherwise.

Suggested voluntary contribution:

_____ \$2.00 _____ \$3.00 _____ \$5.00 _____ Other

A copy of the DRIVE report is filed with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D.C. 20463. Donation not U.S. tax deductible.

Name of Company – Please Print

Signature

Your Name – Please Print

Zip Code

- -

Social Security Number

White original copy to employer
Blue copy to National DRIVE
Bottom card copy to member



EXHIBIT VII – UAW PAC DEDUCTION AUTHORIZATION FORM

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

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

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to UAW V-CAP are not conditions of membership in the Union or of employment with the Company, that I have the right to refuse to sign this authorization and contribute to UAW V-CAP without any reprisal, that UAW V-CAP will use the money it receives to make political contributions of my choosing in connection with federal, state and local elections, and that monies contributed to UAW V-CAP constitute a voluntary contribution to support the efforts of the UAW and the UAW-Ford Supplemental Unemployment Benefit Plan.

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

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

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

Signature: _____ Date: _____



opulw494efnco

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



Region _____ Local _____ Soc. Sec. # _____

Name (print) _____

Address _____

City _____ State _____ Zip _____

E-mail _____

Phone (home) _____

Phone (cell) _____

Occupation _____

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

Please return your card to your Local Union

EXHIBIT VIII – USW PAC DEDUCTION AUTHORIZATION FORM



PAF Check-Off Authorization
 United Steelworkers Political Action Fund
 Five Gateway Center – Pittsburgh, PA 15222

Leo W. Gerard, Chairman
 Stan Johnson, Secretary-Treasurer

Please complete TWO cards - One for Local Union, One for International Union.

To: _____
 Local Union # _____ USW District # _____

I hereby authorize and direct the USW Local Union named above to deduct \$ _____ from all payments to me for reimbursement of union expenses and lost time or salary from the Local Union; and to remit such deductions as part of my voluntary contribution to the United Steelworkers Political Action Fund (USW PAF), ATTENTION: Treasurer, Five Gateway Center, Pittsburgh, PA 15222. Such deductions shall be made from the first such payments received next following the submission of this authorization to the Local Union. For each succeeding calendar year following the year in which the authorization is submitted to the Local Union and for each year thereafter while this authorization remains in effect, such deductions from my union earnings, lost time and expense reimbursements shall be made from the first such payments in each such succeeding calendar year.

Name _____
 USW Local Union # _____ Employee or Badge # _____
 Employer _____
 Signature _____
 Witness _____

PLEASE READ AND COMPLETE BOTH SIDES OF CARD.



PAF Check-Off Authorization
 United Steelworkers Political Action Fund
 Five Gateway Center – Pittsburgh, PA 15222

Leo W. Gerard, Chairman
 Stan Johnson, Secretary-Treasurer

Please complete TWO cards - One for Local Union, One for International Union.

To: _____
 Local Union # _____ USW District # _____

I hereby authorize and direct the USW Local Union named above to deduct \$ _____ from all payments to me for reimbursement of union expenses and lost time or salary from the Local Union; and to remit such deductions as part of my voluntary contribution to the United Steelworkers Political Action Fund (USW PAF), ATTENTION: Treasurer, Five Gateway Center, Pittsburgh, PA 15222. Such deductions shall be made from the first such payments received next following the submission of this authorization to the Local Union. For each succeeding calendar year following the year in which the authorization is submitted to the Local Union and for each year thereafter while this authorization remains in effect, such deductions from my union earnings, lost time and expense reimbursements shall be made from the first such payments in each such succeeding calendar year.

Name _____
 USW Local Union # _____ Employee or Badge # _____
 Employer _____
 Signature _____
 Witness _____

PLEASE READ AND COMPLETE BOTH SIDES OF CARD.



PAF Check-Off Authorization
 United Steelworkers Political Action Fund
 Five Gateway Center – Pittsburgh, PA 15222

Leo W. Gerard, Chairman
 Stan Johnson, Secretary-Treasurer

Please complete TWO cards - One for Local Union, One for International Union.

To: _____
 Local Union # _____ USW District # _____

I hereby authorize and direct the USW Local Union named above to deduct \$ _____ from all payments to me for reimbursement of union expenses and lost time or salary from the Local Union; and to remit such deductions as part of my voluntary contribution to the United Steelworkers Political Action Fund (USW PAF), ATTENTION: Treasurer, Five Gateway Center, Pittsburgh, PA 15222. Such deductions shall be made from the first such payments received next following the submission of this authorization to the Local Union. For each succeeding calendar year following the year in which the authorization is submitted to the Local Union and for each year thereafter while this authorization remains in effect, such deductions from my union earnings, lost time and expense reimbursements shall be made from the first such payments in each such succeeding calendar year.

Name _____
 USW Local Union # _____ Employee or Badge # _____
 Employer _____
 Signature _____
 Witness _____

PLEASE READ AND COMPLETE BOTH SIDES OF CARD.



PAF Check-Off Authorization
 United Steelworkers Political Action Fund
 Five Gateway Center – Pittsburgh, PA 15222

Leo W. Gerard, Chairman
 Stan Johnson, Secretary-Treasurer

Please complete TWO cards - One for Local Union, One for International Union.

To: _____
 Local Union # _____ USW District # _____

I hereby authorize and direct the USW Local Union named above to deduct \$ _____ from all payments to me for reimbursement of union expenses and lost time or salary from the Local Union; and to remit such deductions as part of my voluntary contribution to the United Steelworkers Political Action Fund (USW PAF), ATTENTION: Treasurer, Five Gateway Center, Pittsburgh, PA 15222. Such deductions shall be made from the first such payments received next following the submission of this authorization to the Local Union. For each succeeding calendar year following the year in which the authorization is submitted to the Local Union and for each year thereafter while this authorization remains in effect, such deductions from my union earnings, lost time and expense reimbursements shall be made from the first such payments in each such succeeding calendar year.

Name _____
 USW Local Union # _____ Employee or Badge # _____
 Employer _____
 Signature _____
 Witness _____

PLEASE READ AND COMPLETE BOTH SIDES OF CARD.



This authorization shall remain in full force and effect until revoked in writing by me.

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

- The signing of this authorization and the making of such voluntary contributions are not conditions of membership in the Union or of employment;
- That any money deducted pursuant to this authorization is neither part of my membership dues nor fees to the Union;
- That I may contribute to the USW PAF through other available methods a greater or lesser amount than that indicated above;
- That I will not be favored nor disadvantaged by the Union for doing so, and;
- That I may refuse to contribute to the USW PAF without reprisal.

I understand that The United Steelworkers Political Action Fund supports various candidates for federal and other elective offices, is connected with the United Steelworkers, a labor organization, and solicits and accepts only voluntary contributions, which are deposited in an account separate and segregated from the dues fund of the Union, in its own fundraising efforts and in joint fundraising efforts with the AFL-CIO and its committees on Political Education (COPE).

Contributions or gifts to the USW Political Action Fund are not deductible as charitable contributions for federal income tax purposes.

Authorized by the United Steelworkers and the AFL-CIO on behalf of joint fundraising efforts for the United Steelworkers Political Action Fund and the AFL-CIO Committee on Political Education.

Name _____
Address _____
City, State, Zip _____
Phone () _____

PAF_Blue_card_and_10.3.11.indd



This authorization shall remain in full force and effect until revoked in writing by me.

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

- The signing of this authorization and the making of such voluntary contributions are not conditions of membership in the Union or of employment;
- That any money deducted pursuant to this authorization is neither part of my membership dues nor fees to the Union;
- That I may contribute to the USW PAF through other available methods a greater or lesser amount than that indicated above;
- That I will not be favored nor disadvantaged by the Union for doing so, and;
- That I may refuse to contribute to the USW PAF without reprisal.

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Name _____
Address _____
City, State, Zip _____
Phone () _____

PAF_Blue_card_and_10.3.11.indd



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- The signing of this authorization and the making of such voluntary contributions are not conditions of membership in the Union or of employment;
- That any money deducted pursuant to this authorization is neither part of my membership dues nor fees to the Union;
- That I may contribute to the USW PAF through other available methods a greater or lesser amount than that indicated above;
- That I will not be favored nor disadvantaged by the Union for doing so, and;
- That I may refuse to contribute to the USW PAF without reprisal.

I understand that The United Steelworkers Political Action Fund supports various candidates for federal and other elective offices, is connected with the United Steelworkers, a labor organization, and solicits and accepts only voluntary contributions, which are deposited in an account separate and segregated from the dues fund of the Union, in its own fundraising efforts and in joint fundraising efforts with the AFL-CIO and its committees on Political Education (COPE).

Contributions or gifts to the USW Political Action Fund are not deductible as charitable contributions for federal income tax purposes.

Authorized by the United Steelworkers and the AFL-CIO on behalf of joint fundraising efforts for the United Steelworkers Political Action Fund and the AFL-CIO Committee on Political Education.

Name _____
Address _____
City, State, Zip _____
Phone () _____

PAF_Blue_card_and_10.3.11.indd



This authorization shall remain in full force and effect until revoked in writing by me.

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

- The signing of this authorization and the making of such voluntary contributions are not conditions of membership in the Union or of employment;
- That any money deducted pursuant to this authorization is neither part of my membership dues nor fees to the Union;
- That I may contribute to the USW PAF through other available methods a greater or lesser amount than that indicated above;
- That I will not be favored nor disadvantaged by the Union for doing so, and;
- That I may refuse to contribute to the USW PAF without reprisal.

I understand that The United Steelworkers Political Action Fund supports various candidates for federal and other elective offices, is connected with the United Steelworkers, a labor organization, and solicits and accepts only voluntary contributions, which are deposited in an account separate and segregated from the dues fund of the Union, in its own fundraising efforts and in joint fundraising efforts with the AFL-CIO and its committees on Political Education (COPE).

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Authorized by the United Steelworkers and the AFL-CIO on behalf of joint fundraising efforts for the United Steelworkers Political Action Fund and the AFL-CIO Committee on Political Education.

Name _____
Address _____
City, State, Zip _____
Phone () _____

PAF_Blue_card_and_10.3.11.indd



**EXHIBIT IX – STARTING HOURLY RATES OF PAY;
JOB CLASSIFICATION**

Position Title	Job Code 1	Department Description	Start Rate
BANQUET SETUP*	00227	BANQUETS	\$12.50
ON-CALL BANQUET SET UP	00227	BANQUETS	\$12.50
LEAD BANQUET SET-UP*	06007	BANQUETS	\$14.00
BARTENDER	00242	BANQUETS	\$7.00
ON-CALL BARTENDER	00242	BANQUETS	\$7.00
COOK I	00530	BANQUETS	\$10.00
COOK II	00531	BANQUETS	\$12.00
COOK III	00531	BANQUETS	\$14.00
FOOD SERVER	00794	BANQUETS	\$4.50
ON-CALL FOOD SERVER	00794	BANQUETS	\$4.50
BAKER	00214	BUFFET	\$12.00
BUSSER	00314	BUFFET	\$9.00
CASHIER HOST	00379	BUFFET	\$9.00
COOK I	00530	BUFFET	\$10.00
COOK II	00530	BUFFET	\$12.00
COOK III	00530	BUFFET	\$14.00
COOK SPECIALTY	00531	BUFFET	\$14.00
FOOD SERVER	00794	BUFFET	\$6.00
STOCKER	01483	BUFFET	\$9.00
BAR PORTER	00236	CASINO BARS	\$11.00
BEVERAGE SERVER	00273	CASINO BARS	\$6.00
ON-CALL BEVERAGE SERVER	00273	CASINO BARS	\$6.00
SERVICE BARTENDER	05943	CASINO BARS	\$12.00
ON-CALL SERVICE BARTENDER	05943	CASINO BARS	\$12.00
CASHIER CAGE CASINO I	02403	CASINO/CAGE CASHIERS	\$12.00
CASHIER CAGE CASINO II	02410	CASINO/CAGE CASHIERS	\$12.25
CASHIER CAGE CASINO III	02411	CASINO/CAGE CASHIERS	\$12.50
BEVERAGE SERVER	00273	CENTER BAR	\$6.00
FEATURE BARTENDER	00242	CENTER BAR	\$7.00
BARTENDER ENTERTAINER	245	CENTER BAR	\$8.00
COUNT ROOM LD	00849	COUNT ROOM	\$15.00
COUNT ROOM REP	00574	COUNT ROOM	\$12.50
COOK III	00531	DIAMOND LOUNGE	\$14.00
DIAMOND LOUNGE BARTENDER	00242	DIAMOND LOUNGE	\$11.00
LOUNGE CONCIERGE	04227	DIAMOND LOUNGE	\$11.00
COOK I	00530	EMPLOYEE CAFETERIA	\$10.00
COOK II	00530	EMPLOYEE CAFETERIA	\$12.00

Position Title	Job Code 1	Department Description	Start Rate
COOK III	00531	EMPLOYEE CAFETERIA	\$14.00
LOCKSMITH	04049	SECURITY	\$19.00
ELECTRICIAN	00672	FACILITIES/ENGINEERING	\$21.00
GROUNDSKEEPER	03784	FACILITIES/ENGINEERING	\$11.50
GROUNDSKEEPER LD	05928	FACILITIES/ENGINEERING	\$20.00
MAINTENANCE TECH HVAC	01036	FACILITIES/ENGINEERING	\$20.00
COOK II	00530	GARDE MANGER	\$12.00
COOK III	00531	GARDE MANGER	\$14.00
BAKER I	00214	MAIN BAKERY/PASTRY	\$12.00
BAKER LD	00214	MAIN BAKERY/PASTRY	\$14.00
COOK II	00530	MAIN PRODUCTION/PASTRIES	\$12.00
COOK III	00531	MAIN PRODUCTION/PASTRIES	\$14.00
DEALER POKER**	03428	POKER	\$4.50
SUPV POKER DR	01523	POKER	\$21.50
SPECIALITY BANQUET DEALER		POKER	\$35.00
SLOT TECH	01414	SLOT PERFORMANCE	\$15.00
SLOT TECH LD	02445	SLOT PERFORMANCE	\$21.50
SLOT SUPVR. DR	01523	SLOT PERFORMANCE	\$18.00
SLOT ATTENDANT SERVICE	01388	SLOTS	\$9.00
CASHIER HOST	00379	SNACK BAR #4	\$9.00
COOK II	00530	SNACK BAR #4	\$12.00
COOK III	00530	SNACK BAR #4	\$14.00
BARISTA	00475	STARBUCKS	\$10.00
ON-CALL BARISTA	00475	STARBUCKS	\$10.00
BARISTA TEAM LEADER	02926	STARBUCKS	\$12.00
BARTENDER	00242	STEAKHOUSE	\$8.00
BEVERAGE SERVER	00273	STEAKHOUSE	\$6.00
BUSPERSON	00314	STEAKHOUSE	\$9.00
COOK I	00530	STEAKHOUSE	\$10.00
COOK II	00530	STEAKHOUSE	\$12.00
COOK III	00530	STEAKHOUSE	\$14.00
COOK SPECIALTY	00531	STEAKHOUSE	\$14.00
FOOD SERVER	00794	STEAKHOUSE	\$6.00
FEATURE HOST	03667	STEAKHOUSE	\$11.00
BARTENDER	00242	STEAKHOUSE BAR	\$8.00
STEWARD	01464	STEWARDS	\$9.00
STEWARD LD	03400	STEWARDS	\$12.00
STEWARD UTILITY	01464	MAIN PRODUCTION/PASTRIES	\$16.00
DEALER	00613	TABLE GAMES	SEE MATRIX

Position Title	Job Code 1	Department Description	Start Rate
SPECIALITY BANQUET DEALER	06000	TABLE GAMES	\$35.00
SUPV TABLE GAMES DR	01523	TABLE GAMES	\$25.00
SHUTTLE DRIVER TC	01381	TRANSPORTATION	\$12.00
WAREHOUSE PERSON	01776	WAREHOUSE	\$10.00
WAREHOUSE PERSON LD	01781	WAREHOUSE	\$15.00
VALET ATTENDANT	01671	VALET	\$6.50
VALET ATTENDANT LD	01675	VALET	\$9.00
ON-CALL	01671	VALET	\$6.00
LIGHT DUTY	00998		\$9.00
BARTENDER	00242	PARLOR/TERRACE BARS	\$7.00
TRAINING	05985	ALL	\$10.00

EXHIBIT X – MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

THIS AGREEMENT (this “Agreement”) is made and entered into by and between Horseshoe Cleveland Management L.L.C. and Horseshoe Cincinnati Management L.L.C. (hereinafter collectively referred to as the “Employer”) and the Cleveland/Cincinnati Ohio Casino Workers Council (referred to as the “Union”), International Brotherhood of Teamsters (IBT), United Automobile, Aerospace & Agricultural Implement Workers of America (UAW), UNITE HERE, United Steel Workers Union (USW) (the constituent members).

1. This Agreement shall cover all employees employed in classifications in the bargaining unit described in Exhibit A, or in classifications called by different names when performing substantially the same duties (referred to hereinafter as “Employees”) at any and every casino licensed by the State of Ohio for operation in the cities of Cleveland and Cincinnati, including hotels, restaurants, and bars within, adjacent to, or physically connected to such casinos, excluding the Cleveland Ritz Carlton, 1515 West Third Street, Cleveland, Ohio, (hereinafter referred to as a “Casino” or collectively as the “Casinos”), which during the term of this Agreement is owned or operated by the Employer. The unit at each Casino shall be separate for all purposes under this Agreement unless the Employer and the Union mutually agree to a wider scope. The term “Employer” shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of: (a) the Employer covered by this Agreement; (b) a subsidiary of the Employer covered by this Agreement. The Union will make reasonable efforts to notify other labor organizations, including the AFL-CIO, about this Agreement covering the Employees prior to the opening of any Casino.
2. The Parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employees of their rights under Section 7 of the National Labor Relations Act and to avoid picketing and/or other economic action directed at the Employer in the event the Union decides to conduct an organizing campaign among Employees.
3. The Parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as their exclusive representative for the purpose of collective bargaining with their employer, or to refrain from such activity.
4. The Employer will take a neutral approach to unionization of Employees. The Employer will not take any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by such Employees of a collective bargaining agent, or preference for or opposition to any particular Union as a bargaining agent. The Union will limit its organizing efforts to the advantages of union representation and economic issues, and refrain from any negative campaign as it relates to the Employer.
5. The Union and its representatives will not coerce or threaten any Employee in an effort to obtain authorization cards.

Received

MAY 18 2012

6. Whenever the Employer finds it necessary to hire new Employees for vacancies in job classifications covered by this Agreement at a Casino, the Employer shall notify the Union of job openings and the Union may refer applicants for employment. The Employer remains free to solicit or accept applicants from any source and may select any candidate it chooses. The Employer shall be the sole judge of an applicant's suitability, competence and qualifications to perform the work of any job to be filled.

7. If the Cleveland/Cincinnati Ohio Casino Workers Council provides written notice to the Employer of its intent to organize Employees covered by this Agreement, the Employer shall provide access to its premises and to such Employees by the Union. The Union may engage in organizing efforts in non-public areas of the Casino during Employees' non-working times (before work, after work, and during meals and breaks) and/or during such other periods as the parties may mutually agree upon. "Organizing" includes communicating with Employees before and after recognition of the Union as provided in Paragraph 9. Union representatives will be required to report to the designated office or Security and sign in and wear identification while on the premises of the Employer. The Union will be provided a bulletin board located in the departments set forth in this Agreement. The notices will not make disparaging remarks about the Employer or its supervisors or agents. The Union will have a reasonable number of representatives on the Employer's premises at one time so they do not interfere with the Employer's operations. The Union's organizing efforts and activities shall not be disruptive in any way to the operations of the Company and its employees and guests. In the event that the Company notifies the Union of any alleged disruptive activities, the Union shall immediately meet and confer with management.

8. Within ten (10) days following receipt of written notice of intent to organize Employees, the Employer will furnish the Union with a complete list of Employees in the Unit described for that Casino in Exhibit A, including both full- and part-time Employees, showing their job classifications, departments and addresses. Thereafter, the Employer will provide updated complete lists bi-monthly.

9. The Cleveland/Cincinnati Ohio Casino Workers Council may request recognition as the exclusive collective bargaining agent for Employees in Exhibit A. The Arbitrator identified in Paragraph 15, or another person mutually agreed to by the Employer and the Union, will conduct a review of Employees' authorization cards and membership information submitted by the Union in support of its claim to represent a majority of such Employees. If that review establishes that a majority of such Employees have designated the Union as their exclusive collective bargaining representative or joined the Union, the Employer will recognize the Union as such representative of such Employees. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demand for recognition provided for in this Agreement. The Union and the Employer agree that if any other person or entity petitions the National Labor Relations Board for any election as a result of or despite recognition of the Union pursuant to this Paragraph, (a) the Employer and the Union will each request that the NLRB dismiss the petition on grounds of recognition bar or, if they have agreed to a collective bargaining agreement covering Employees at the time the petition is filed, on grounds of contract bar, (b) if the petition is not dismissed, the Employer and the Union shall agree to a full consent election agreement under Section 102.62(c) of the NLRB's Rules and

Regulations, and (c) the Employer and the Union shall at all times abide by the provisions of this Agreement except that the Union may file unfair labor practice charges. The Union and the Employer will not file any charges with the National Labor Relations Board in connection with any act or omission occurring within the context of this Agreement and arbitration under Paragraph 15 shall be the exclusive remedy.

10. If the Union is recognized as the exclusive collective bargaining representative as provided in Paragraph 9, negotiations for a collective bargaining agreement will commence within thirty (30) days unless a mutual agreement to extend this time period is agreed to by the parties. If the parties are unable to reach agreement on a collective bargaining agreement within 90 days after the commencement of negotiations, either party may request that all unresolved issues be submitted for resolution to mediation before the Federal Mediation and Conciliation Service (FMCS). The parties may mutually agree in writing to extend the time period for negotiations prior to mediation. Upon request by either one party or both parties, mediation shall commence as soon as possible.

11. If the parties are unable to reach agreement on a new contract in mediation after thirty (30) days, all unresolved issues may be submitted by either party for resolution to final and binding arbitration pursuant to this Paragraph and to Paragraph 15. The arbitrator identified in Paragraph 15 below shall be the arbitrator, unless another arbitrator is mutually agreed to by the parties. The Arbitrator shall accept in total all provisions previously tentatively agreed to by the parties, and then shall consider the last, best and final offer of each party to the other at the conclusion of negotiations (including mediation) as provided in Paragraph 10. Both parties may present evidence and argument as to the merits of their respective last, best and final offer as to each of the outstanding issues. The Arbitrator's written decision shall be final and binding on the parties and Employees. The Arbitrator shall select the last, best and final offer of either the Employer or the Union with respect to all outstanding issues as a package, i.e. "Major League Baseball" arbitration, and issue his written decision within thirty (30) days of the close of the hearing. In selecting between the parties' competing offers, the Arbitrator shall consider the entire context of the proposed collective bargaining agreement, including all provisions to which the parties had previously "tentatively agreed." In determining appropriate wage and benefit levels, the Arbitrator shall be guided by the following considerations: (i) size and type of the Employer's operations; (ii) Employer's financial ability; (iii) percentage change in the Consumer Price Index in the year prior to the commencement of negotiations; (iv) wage and benefit rates of employees employed by competitors as well as other relevant factors.

12. During the life of this Agreement, the Union will not engage in picketing or other economic activity at any Casino covered by this Agreement, provided that if the Employer recognizes any other union as the exclusive collective bargaining representative of Employees at a Casino in the unit described in Exhibit A, or any part thereof, this paragraph shall terminate immediately and without notice.

13. In the event that the Employer sells, transfers, or assigns all or any part of its right, title, or interest in a Casino or substantially all of the assets used in the operation of the Casino, 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 assignor shall be relieved of its obligations hereunder to the extent that the assignor has fully transferred its right, title, or interest.

14. With the exception of any third party operated, leased or owned restaurants operating in any Casino covered by this Agreement, all of which are not subject to the provisions of this Paragraph 14, the Employer shall incorporate the entirety of Paragraphs 4, 6, 7, 8, 9, 10 and 11 of this Agreement in any contract, subcontract, lease, sublease, operating agreement, franchise agreement or any other agreement or instrument entered into during the term of this Agreement giving a right to any person or entity to perform work at any Casino employing Employees in classifications listed in Exhibit A, or in classifications called by a different names when performing substantially the same duties, and shall obligate any person or entity taking such interest, and any and all successors and assigns of such person, to in turn incorporate said paragraphs in any further agreement or instrument giving a right as described above. The Employer shall enforce such provisions, or at its option, assign its rights to do so to the Union. The Employer shall give the Union written notice of the execution of such agreement or instrument and identify the other party(ies) to the transaction within fifteen (15) days after the agreement or instrument is signed. The terms "Employer" and "Casino" shall be modified in such agreement or instrument to conform to the terminology in such agreement or instrument but retain the same meaning as in this Agreement, and the terms "Employer" and "Employees" as used herein shall be modified to refer, respectively, to the person or entity receiving such right at a Casino and the employees of such person or persons. The Union will also provide a defense for the Employer against any claim, lawsuit, unfair labor practice or other legal or equitable challenge to the legality of this Paragraph 14 using competent and experienced counsel of the Union's choice and agrees to indemnify the Employer and hold it harmless for any damages or liabilities arising from any such claim, lawsuit, unfair labor practice or other legal or equitable challenge. The Employer shall have the right to select its own counsel to serve as co-counsel in defending against any such legal or equitable challenges.

15. The parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited and binding arbitration with a mutually acceptable person who shall be the Arbitrator. Within thirty (30) days following the execution of this Agreement, if the parties are not otherwise able to agree upon an arbitrator, the parties shall request from Federal Mediation and Conciliation Service a list of seven arbitrators who are members of the National Academy of Arbitrators and who have their principal residence in Ohio. The parties shall, within fourteen (14) days of receiving the list, select a permanent arbitrator under this Agreement by alternately striking names from the list. The party to strike first shall be determined by coin toss. The next-to-last name stricken from the list shall be the permanent alternate Arbitrator. The Arbitrator shall have the authority to determine the arbitration procedures to be followed. The Arbitrator shall also have the authority to order the non-compliant party to comply with this Agreement. The parties hereto agree to comply with any order of the Arbitrator, which shall be final and binding, and furthermore consent to the entry of any order of the Arbitrator as the order or judgment of the United States District Court for the Northern District of Ohio, without entry of findings of fact and conclusions of law.

16. This Agreement shall be in full force and effect for ten (10) years from the execution hereof, or if sooner, with respect to a Unit at any particular Casino, for four (4) years from the full public opening of the Casino or, if sooner, upon execution of a collective bargaining agreement or issuance of an interest arbitration award at both Cleveland and Cincinnati which conclude negotiations at both of these locations.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands.

FOR THE EMPLOYER:

Horseshoe Cleveland Management L.L.C.

By: 
Title: President, ESS
Date: 06/07/2012

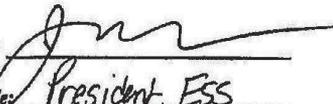
FOR THE UNION:

Cleveland/Cincinnati
Casino Workers Council

For THE UAW

By: _____
Title: _____
By: _____
Title: _____
By: 
Title: Director Region 2B UAW
Date: May 16, 2012

Horseshoe Cincinnati Management L.L.C.

By: 
Title: President, ESS
Date: 06/07/2012

For UNITE HERE

By: 
Title: INTERNATIONAL VICE PRESIDENT
Date: 5/14/12

For USW

By Dan O'Leary

Title: ASSISTANT DIRECTOR DISTRICT 2

By _____

Title: _____

By _____

Title: _____

Date: _____

For IBT

By Veronica Sawyer

Title: INTERNATIONAL REPRESENTATIVE

Date: 5/15/12

EXHIBIT XI – EMPLOYER WORK RULES DEEMED REASONABLE

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 Ear Piece 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	Horseshoe Cincinnati Signature Sample
UCI03-000875	House Money Procedures for Horseshoe 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 Horseshoe 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 Token Procedure SOP
UCI11-000951-952	F&B Gratuity SOP
UCI18-001049	Slot Employees Tips/Tokens/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 Horseshoe Cincinnati Management, LLC (the "Employer") (collectively, the "Parties").

WHEREAS, the Parties are signatories to a collective bargaining agreement ("CBA") for the period April 23, 2016 through September 30, 2021 (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 his 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 JACK Entertainment LLC casino.

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

For the Employer:
HORSESHOE CINCINNATI
MANAGEMENT, LLC

For the Union:
CLEVELAND / CINCINNATI OHIO
CASINO WORKERS COUNCIL,
CLEVELAND, OHIO



By:
Its:



By:
Its:

By:
Its:
Date: 4/3/2016

CHIEF SPORTSPERSON

By:
Its:
Date: 6-3-16

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 Horseshoe Cincinnati Management, LLC (the “Employer”) (collectively, the “Parties”).

WHEREAS, the Parties are signatories to a collective bargaining agreement (“CBA”) for the period April 23, 2016 through September 30, 2021 (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 his 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 his previous position (Dealer, Slot Attendant, etc.), if any. After such time, any Dual Rate returning to his 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. ONE TIME WINDOW - Within thirty (30) days of the effective date of the CBA, a Dual Rate who once held a precursor position (Dealer, Slot Attendant, etc.) wishing to be returned to his former classification shall be allowed to do so while retaining his original Classification Seniority date in that precursor position (Dealer, Slot Attendant, etc.). He shall be placed back into his original Full Time or Part Time status and permitted to bid on available shift openings pursuant to Section 9.6 of the CBA.
5. All paid time off (PTO, Bereavement, Jury duty, etc.) shall be at the Dual Rate hourly base rate of pay.
6. 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).

7. The Employer will endeavor to minimize the number of switches between assignments in a given day for a Dual Rate.
8. Dual Rates shall receive all percentage increases and bonuses applicable under the CBA.
9. 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.
10. 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 his Classification Seniority date in his Dealer, Slot Attendant, etc. position if he is clocked in as a Dealer, Slot Attendant, etc. at the time the Force Out or forced overtime decision is made by the Employer.
11. 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, he will be treated as a Dealer, Slot Attendant, etc. for the purposes of layoff/recall.

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

For the Employer:
 HORSESHOE CINCINNATI
 MANAGEMENT, LLC

For the Union:
 CLEVELAND / CINCINNATI OHIO
 CASINO WORKERS COUNCIL,
 CLEVELAND, OHIO



 By:
 Its:



 By:
 Its:

 By:
 Its:
 Date: 4/3/2016

CHIEF SPOKESPERSON

 By:
 Its:
 Date: 6-3-16

Side Letter #3: Warehouse Person Classification

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

WHEREAS, the Parties are signatories to a collective bargaining agreement (“CBA”) for the period April 23, 2016 through September 30, 2021 (or thereafter as set forth in Article 34 of the CBA);

WHEREAS, Exhibit X of the CBA addresses starting wage rates for classifications, including Warehouse Person, in the bargaining unit covered by the CBA;

WHEREAS, the CBA sets forth annual wage rate increases; and

WHEREAS, the Parties wish to address the Year 1 wage rate increase for certain Team Members currently in the Warehouse Person classification.

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 following Team Members in the Warehouse Person classification will have their straight time hourly base rate of pay increased as follows in lieu of the Year 1 annual increase described in Section 10.3(a), Year 1:
 - JD Himmelstein \$11.00/hour
 - Edward Brucker \$11.00/hour
 - Darren Nixon \$11.00/hour
 - Matthew Hill \$11.00/hour
3. These increases will be retroactive to October 1, 2015 (or the Team Member’s date of hire, if after October 1, 2015). This increase will be paid in the first pay period that occurs forty-five (45) days after the Effective Date of this Agreement.

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

For the Employer:
HORSESHOE CINCINNATI
MANAGEMENT, LLC

For the Union:
CLEVELAND / CINCINNATI OHIO
CASINO WORKERS COUNCIL,
CLEVELAND, OHIO



By:
Its:

By:
Its:
Date: 6/3/2016



By:
Its:

CHIEF SPOKESPERSON

By:
Its:
Date: 6-3-16

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 Horseshoe Cincinnati Management, LLC d/b/a Horseshoe Casino Cincinnati (the “Employer”) (collectively, the “Parties”).

WHEREAS, the Parties are signatories to a collective bargaining agreement (“CBA”) for the period April 23, 2016 through September 30, 2021 (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 JACK Entertainment 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 JACK Entertainment 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:
 HORSESHOE CINCINNATI
 MANAGEMENT, LLC

For the Union:
 CLEVELAND / CINCINNATI OHIO
 CASINO WORKERS COUNCIL,
 CLEVELAND, OHIO



 By:
 Its:



 By:
 Its:

 By:
 Its:
 Date: 6/3/2016

CHIEF SPOKESPERSON

 By:
 Its:
 Date: 6-3-16

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 Horseshoe Cincinnati Management, LLC d/b/a Horseshoe Casino Cincinnati (the “Employer”) (collectively, the “Parties”).

WHEREAS, the Parties are signatories to a collective bargaining agreement (“CBA”) for the period April 23, 2016 through September 30, 2021 (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 Diamond 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 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.
5. Bartender Entertainer (Flare) openings shall be only open to those Bartenders who obtain the code for such classification as a primary or secondary classification through the Employer’s certification process. In the event of a reduction in force of any Bartender holding such certification, regardless of his current bar location, he may exercise his seniority against the lowest existing Bartender Entertainer.

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

For the Employer:
HORSESHOE CINCINNATI
MANAGEMENT, LLC

For the Union:
CLEVELAND / CINCINNATI OHIO
CASINO WORKERS COUNCIL,
CLEVELAND, OHIO



By:
Its:



By:
Its:

By:
Its:

CHIEF SPOKESPERSON

By:
Its:

Date: 6/3/2016

Date: 6-3-16

Side #6: Guest Transportation Services

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

WHEREAS, the Parties are signatories to a collective bargaining agreement (“CBA”) for the period April 23, 2016 through September 30, 2021 (or thereafter as set forth in Article 34 of the CBA);

WHEREAS, guest transportation services are being handled by a third-party operator whose contract (the “Contract”) with the Employer will expire on March 2, 2017; and

WHEREAS, the Parties wish to address the status of guest transportation services at the time the Contract expires.

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 notify the Union and the International Brotherhood of Teamsters (“IBT”), a constituent member of the Union, not less than sixty (60) days prior to the termination of the Contract.
3. The Employer will conduct an analysis of the need for the type of guest transportation services being provided under the Contract and make a determination (in its sole discretion) as to what, if any, guest transportation services it wishes to provide.
4. If, in the Employer’s sole discretion, it determines that it will continue to provide guest transportation services, the Employer in its sole discretion will determine if it wishes to provide such services in-house or through a contract with a third party.
5. In the event the Employer provides guest transportation services in-house, team members employed in those classifications will be accreted into the Bargaining Unit (as that term is defined in the CBA). The current CBA will apply to those team members, to the extent the terms are applicable. The Parties will negotiate specific terms relating to wages and other transportation-specific terms.
6. In the event the Employer provides guest transportation services through a third party, the Parties agree to enter into a new neutrality agreement (“New Neutrality Agreement”) on or before January 1, 2017, that would include certain provisions from the neutrality agreement made and entered into by and between the Parties in 2012 and attached hereto as Exhibit A. Those provisions are: paragraphs 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 (with one modification: “(ii) Employer’s financial ability, but only to the extent the Employer asserts during negotiations that it is financially unable to agree to Union wage demands”),

12 and 15. The Parties may modify and/or add to or subtract from the New Neutrality Agreement only with the written mutual consent of both Parties.

7. The request for proposal ("RFP") will require third parties bidding for such work to adhere to the New Neutrality Agreement. The Employer retains the sole and exclusive right to select the third party operator of guest transportation services.

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

For the Employer:
HORSESHOE CINCINNATI
MANAGEMENT, LLC

For the Union:
CLEVELAND / CINCINNATI OHIO
CASINO WORKERS COUNCIL,
CLEVELAND, OHIO



By:
Its:



By:
Its:

By:
Its:
Date: 6/3/2016

CHIEF SPOKESPERSON

By:
Its:
Date: 6-3-16

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 Horseshoe Cincinnati Management, LLC (the “Employer”) (collectively, the “Parties”).

WHEREAS, the Parties are signatories to a collective bargaining agreement (“CBA”) for the period April 23, 2016 through September 30, 2021 (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/Podium 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/Podium spot for every seven (7) tables. In the room there will be a maximum of four (4) Brush spots, including the Podium at any given time.
4. The Employer in its sole discretion may remove the Podium 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.
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.

For the Employer:
HORSESHOE CINCINNATI
MANAGEMENT, LLC

For the Union:
CLEVELAND / CINCINNATI OHIO
CASINO WORKERS COUNCIL,
CLEVELAND, OHIO



By:
Its:



By:
Its:

By:
Its:
Date: 6/3/2016

CHIEF SPOKESPERSON

By:
Its:
Date: 6-3-16

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 Jack Cincinnati Casino LLC as successor in interest to Horseshoe Cincinnati Management, LLC (the “Employer”) (collectively, the “Parties”).

WHEREAS, the Parties are signatories to a collective bargaining agreement (“CBA”) for the period April 23, 2016 through September 30, 2021 (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 \$100.00 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 rate 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 Bartenders 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 “man” 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 of work is as follows:
 - I. Full-time Banquet Servers and Banquet Bartenders, in order of 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, he 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, he 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 as 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.

For the Employer:
HORSESHOE CINCINNATI
MANAGEMENT, LLC

For the Union:
CLEVELAND / CINCINNATI OHIO
CASINO WORKERS COUNCIL,
CLEVELAND, OHIO



By:
Its:



By:
Its:

By:
Its:
Date: 6/3/2016

CHIEF SPOKESPERSON

By:
Its:
Date: 6-3-16

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 Horseshoe Cincinnati Management, LLC (the “Horseshoe Cincinnati”) and Horseshoe Cleveland Management, LLC d/b/a Horseshoe Casino Cleveland (the “Horseshoe Cleveland”) (collectively, the “Parties”).

WHEREAS, the Parties are signatories to a “Neutrality Agreement”, (Exhibit 1), which, *inter alia*, governed an organizing and collective bargaining process for both Horseshoe Cincinnati and Horseshoe Cleveland properties;

WHEREAS, the Parties subsequently signed two collective bargaining agreements (“CBAs”), one covering a bargaining unit located in Cleveland, Ohio (Exhibit 2, “CBA Cleveland”) and the second covering a bargaining unit located in Cincinnati, Ohio (Exhibit 3, “CBA Cincinnati”);

WHEREAS, both CBAs include an Article 26, “Bargaining Unit Work/Subcontracting,” both of which cover the Employer’s right to contract with third parties to operate, lease, manage and/or own restaurants within Horseshoe Cleveland and Horseshoe Cincinnati, respectively (collectively, the “Employers”); and

WHEREAS, the Parties wish to clarify the number of such third party restaurants that the Employers may operate that are not subject to the terms of either or both CBA Cleveland and CBA Cincinnati.

NOW, THEREFORE, for the mutual promises set forth below as well as good and valid consideration obtained by both the Parties contained in Cincinnati 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 CBAs.
3. In the Horseshoe Cincinnati CBA, the Parties attempted to reach agreement on a specific number of Third Party Restaurants that Horseshoe Cincinnati could operate without being subject to the Cincinnati CBA.
4. After good faith bargaining on this and all other CBA issues, the Parties ultimately agreed that the Employers would be entitled to utilize nine (9) full-service Third Party operated, leased or owned restaurants in the aggregate in Horseshoe Cincinnati and Horseshoe Cleveland, without any restriction on the number of such restaurants operating in any one facility so long as the total number does not exceed nine (9), all of which such restaurants would not be subject to the terms of the CBAs and would not be represented by the Union. The Parties will reference this Agreement in the Cincinnati 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 CBAs (and Union representation).
6. This Agreement permits Horseshoe Cleveland to enter into agreements with one or more Third Parties to operate, lease, own, or manage restaurants in the Employer's facility for more than two (2) restaurants so long as doing so does not exceed the parameters set forth in paragraph 4 of this Agreement.
7. The Parties agree that this Agreement will remain in effect following Jack Entertainment LLC's assumption of the management of the respective Casino properties covered by the CBAs. In addition, this Agreement shall remain in full force and effect until September 30, 2021 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 Horseshoe Cincinnati CBA.

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

For the Employer:
 HORSESHOE CINCINNATI
 MANAGEMENT, LLC

For the Union:
 CLEVELAND / CINCINNATI OHIO
 CASINO WORKERS COUNCIL,
 CLEVELAND, OHIO



 By:
 Its:



 By:
 Its:

 By:
 Its:
 Date: 6/3/2016

CHIEF SPOKESPERSON

 By:
 Its:
 Date: 6-3-16

