

# **AGREEMENT**

between

**FULL SERVICE SYSTEMS, CORP.**

and

**UNITEHERE! LOCAL 24**



**Effective: August 25, 2016 through August 24, 2020**

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## **PREAMBLE**

This collective bargaining agreement (hereinafter referred to as the "Agreement") is made and entered between FULL SERVICE SYSTEMS, CORP. (the "Employer") and UNITE-HERE LOCAL 24 (the "Union"), together the "Parties", and covers Team Members in the Bargaining Unit set forth below working at JACK Casino Cincinnati located at 1000 Broadway Street, Cincinnati, OH 45202 (the "Facility").

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 all Full-Time and Part-Time Team Members employed by the Employer at the Facility in the following classifications: EVS, Stewarding, Kitchen Cleaning, and Special Projects. The Employer and the Union agree that all Team Members working in the foregoing classifications 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 as defined in this Section 1.1.

### **Section 1.2: Bargaining Unit Team Member Types Defined:**

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



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

## **ARTICLE 2: MANAGEMENT RIGHTS**

**Section 2.1:** The Employer shall have the exclusive right to manage and operate its 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 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 7; to establish, change, combine, or abolish departments; to set standards and methods of performance of work for Team Members in each department; to install, alter, remove, or relocate property or equipment; to increase or decrease the space allotted to any department covered by the Agreement; to select what gaming options will be presented by the Employer; to introduce new technology related to Bargaining Unit work; to assign Team Members to perform job duties; and in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not.

**Section 2.2: 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 22 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.

**Section 2.3:** 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 2.4:** This Article shall be interpreted to allow the Employer maximum operational flexibility in the highly competitive and dramatically changing gaming industry.

### **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. 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 Facility. Union representatives shall notify the Employer's Human Resources Associate or Account Manager at the Facility in advance of any such visit described above.

**Section 3.2: Stewards.** The Union may select a reasonable number of non-probationary Team Members to serve as stewards for the Bargaining Unit. The stewards' primary responsibility shall be the performance of his assigned job functions for the Employer. The Union shall notify the Employer in writing of the Team Members designated as stewards. A steward may receive, investigate, and process grievances only during the non-working time of all Team Members involved, including the steward, and in non-working, non-public areas unless the Employer agrees to the contrary. The steward's activities may not interfere with regular business operations. 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) reasonably sized bulletin board within the Facility for use by the Union for posting notices related only to official Union business. The bulletin boards will be enclosed and secured with a lock. All notices

must be factual in basis and shall not contain statements derogatory to the Employer, the Employer's parent company and/or affiliates, JACK Casino, its parent company and/or affiliates, or any of their respective shareholders, officers, board members, agents, Team Members, and/or employees.

**Section 3.4: Union Data Requirements.** Upon request, the Employer shall provide to the Union on a monthly basis the names and job classifications of all new Bargaining Unit hires and Bargaining Unit Team Members who were voluntarily or involuntarily separated from their employment during the preceding thirty (30) days. Upon request, the Employer shall provide to the Union on a quarterly basis a full work force roster of all Bargaining Unit Team Members.

**Section 3.5:** In the event the Employer offers an orientation for new Team Members, the Employer will notify the Union within seven (7) days, or as soon as practicable, of an orientation that new Bargaining Unit Team Members are scheduled to attend. Such notification will include the name(s) of the new Bargaining Unit Team Members, and the department(s), and classification(s) in which they have been hired. The Union will be permitted to meet with the new Bargaining Unit Team Member(s) during the orientation for a reasonable period of time not to exceed fifteen (15) minutes 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 3.6:** A Team Member may wear either a Union lapel pin or button equivalent to those worn by JACK Casino's Bargaining unit members 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 of 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 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 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. 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 throughout the period of their employment with the Employer.

**Section 4.2: Indemnification.** The Union 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 in accordance with the provisions of this Article.



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

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

**Section 5.1:** The Employer, during the term of the Agreement, agrees to deduct each month Union membership dues and initiation fees from the pay of those Team Members who have voluntarily authorized such deductions in writing (the "Authorizations") as provided in Section 5.3 and Section 5.4. Such membership dues shall be limited to amounts properly levied by the Union.

**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 Authorization 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 Authorizations which have been properly executed and are in effect. Any Authorization which is incomplete or in error will be returned to the Union by the Employer.

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

**Section 5.5:** Deductions shall be made from the pay received by Team Members as follows: fifty percent (50%) will be deducted from the first paycheck of the month; the remaining fifty percent (50%) will be deducted from the second paycheck of the month. All monies shall be remitted to the financial officer of the Union by no later than the 25th of each month.

**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 the Union 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.

**Section 5.8:** Any Team Member whose seniority is interrupted by quit, 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 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 the Union.

**Section 5.10:** Political Action Committee. The Employer agrees to honor voluntary political contribution deduction authorizations from its Team Members, provided this practice is not prohibited by the Union's regulations.

- (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.
- (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.
- (c) 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 payroll deduction authorization cards submitted to the Employer by the Union.

## **ARTICLE 6: HOURS OF WORK / SCHEDULING / WORK ASSIGNMENTS**

**Section 6.1: 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 the Article or in the Agreement shall constitute a guarantee of a minimum number of work hours per day or per week. The workweek and days off 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. There shall be no split shifts except for banquets or other special events.



**Section 6.2: Scheduling.** The Employer agrees to no property wide re-bids.

**Section 6.3: 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. Schedules will be posted at a minimum of three (3) days ahead of the actual work week. (In the event the Employer's work scheduling software program does not allow it to include this information on the work schedule, the Employer shall post a separate document stating this information next to the work schedule.) The Employer retains the sole discretion to schedule start times on weekly schedules based upon its business needs. Generally, projected start times will vary by department within a two (2) to four (4) hour range. If at any time during the term of this Agreement as defined in Article 30 the Union raises concerns about fluctuating start times of a department work schedule during a single work week, the Employer will consider the Union's proposals to resolve such concerns.

Schedules of work shall not be changed by the Employer with less than three (3) days advance notice, except based on business needs. In extenuating circumstances, the Team Member may be given less than three (3) days' notice of a work schedule change to meet the demands of the business. In that event, the Employer shall call the Team Member to communicate the work schedule change. If the Team Member fails to report for work where he has been given less than twenty-four (24) hours' notice, the Team Member shall not be given any attendance points if he can provide a legitimate reason for his absence.

**Section 6.4: 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:

- (a) Requests for such switches must be submitted in writing to the Team Member's immediate supervisor no less than twenty-four (24) hours in advance of the scheduled day off being switched.
- (b) No additional overtime payment would be required as a result of the proposed switch.
- (c) The switch does not result in a Part Time Team Member working more than an average of thirty (30) hours per work week. In no event shall a Part Time Team Member be eligible to receive benefits 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 22 or otherwise file a complaint about the loss of benefits available to Full Time Team Members under this Agreement if due to his requests for switches under this Article, he becomes ineligible to receive such benefits. With respect to switches, it is the Full Time Team Member's sole responsibility to ensure his eligibility for benefits offered to Full Time Team Members under this Agreement.

- (d) The switch would not result in any replacement Team Member being assigned to any particular job, station or other work area for which he does not have the same qualifications and abilities as the originally scheduled Team Member.
- (e) The Employer's refusal to accept a Team Member's request to switch his schedule as set forth in Section 6.4 is not subject to the grievance and arbitration procedure in Article 22. 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 6.5: Single Shift.** No Team Member shall be required to work more than one (1) shift on any one (1) calendar day. This shall not prohibit the Employer from requiring Team Members to work overtime hours before or after their assigned shift.

**Section 6.6: Rest Periods and Meal Breaks.** During the term of this Agreement, 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.

**Section 6.7: Early Outs.** Team Members may request to leave work early ("Early Out") following the procedures set forth below. The Early Out procedure is to allow Team Members to leave work before the completion of their scheduled shift when the Employer determines that reduced staffing is appropriate or necessary. In such cases, the Employer will select among the list of volunteers, prepared at the beginning of each shift by department, based on departmental policy. Team Members who are selected for Early Out are paid only for actual time worked on that day. For the purpose of determining eligibility for benefits, a Team Member who is selected for Early Out pursuant to this Section will only have the hours he actually worked count toward his benefits eligibility. Under no circumstance shall a Team Member be granted an Early Out in circumstances where the Team Member's departure will result in overtime payments to another Team Member.

**Section 6.8: Force Outs.** In the event that there are an insufficient number of Early Out volunteers, the Employer may require Team Members within the appropriate job classification(s) to leave work before the completion of their shift ("Force Out"). Force Outs will be assigned on the basis of reverse Classification Seniority, except where the Employer determines in its sole discretion that the more junior Team Member designated for Force Out is needed to complete his scheduled shift, in which case the next most junior Team Member on the Classification Seniority list who is not needed to complete his shift shall be Forced Out. Team Members who are selected for Force Out are paid only for time actually worked or two (2) hours, whichever is higher. For the purpose of determining eligibility for benefits, a Team Member who is forced out pursuant to



this Section will have all hours he would have worked had he not been Forced Out count toward his benefits eligibility.

**Section 6.9: Work Assignments.** The Employer may make work assignments in its sole discretion. Assignments may include rotating stations or locations within the 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 7: DISCIPLINE AND DISCHARGE**

**Section 7.1: 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 of the kind 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. No regular Full Time or Part Time 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 22.

**Section 7.2: Serious Acts of Misconduct.** The Parties agree that serious misconduct shall result in a Team Member's immediate discharge. Serious acts of misconduct, include, but are 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 Employer's decision may be challenged through the grievance and arbitration procedure in Article 22 on the basis of the "just cause" standard.

**Section 7.3:** Team Members will receive a copy of any written disciplinary action (not including an informational entry) imposed within three (3) days from issuance, unless prohibited from disclosure by the Union. Copies of all discipline or corrective actions normally shall be maintained in the Team Member's personnel file. Written or verbal warnings, disciplinary suspensions, coaching/counseling notices, informational entries, written customer complaints, and reports of outside non-governmental agencies or of the Employer's own security force concerning the conduct of a Team Member shall become null and void twelve (12) months after the date of issuance (calculated on a rolling basis) and may not thereafter be used by the Employer to demonstrate that the Team Member had prior notice of a deficiency in his performance. Written warnings for harassment of a co-worker, supervisor, or vendor shall not be



subject to the twelve (12)-month limitation set forth above. In addition, the Employer may maintain all records of prior discipline for use in judicial or administrative proceedings without limitation and there shall be no limit on the Employer's right to rely on or consider a Team Member's prior disciplinary or corrective actions when determining what discipline or corrective action to issue. Upon request, a Team Member may arrange an appointment with the Human Resources department to review his personnel file. The Team Member must provide reasonable notice of this request, and must engage in the review when he is not scheduled to work. The Team Member may add a rebuttal statement to the file, and may have a copy of the file. The Employer agrees that there will be one official personnel file (exclusive of any separate files mandated by federal or state law, e.g., medical records under the FMLA), located in the Human Resources department. The Employer may keep a separate investigative file relating to allegations of Team Member misconduct, which is not subject to review by a Team Member.

**Section 7.4:** When a Team Member is suspended or discharged, copies of the written notice to the Team Member will be sent to the Union within seventy-two (72) hours of the suspension or discharge. Upon written request by the Union, legible copies of all documents relevant to suspension or discharge shall be provided to the Union.

**Section 7.5: Warning Notices.** Warning notices issued to Team Members must specify the events or actions for which the warning notice is issued. Failure to specify shall not render the disciplinary notice invalid. 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. 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 7.6: Time of Discharge.** Both the Employer and the Team Members will approach the disciplinary process in a professional and respectful manner. No Team Member shall be discharged while on 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 7.7:** Upon a Team Member's request, a Union representative will be present at an investigative interview of a Team Member regarding disciplinary action at the documented coaching level and above. The Employer will not require or request a Team Member to resign, or to sign a confession or statement concerning his conduct in circumstances where the Team Member has requested to have a Union representative present and the Union representative appears without undue delay. The Employer may request that a Team Member sign a form reflecting that he has requested the presence of a Union representative. If the Union representative requested by the Team Member is not available at the designated time of the meeting, the Team Member may request another Union representative who is on property and available. If no Union representative is available on property, 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 7.8: Disciplinary Suspension.** The Union shall have the sole right to take a disciplinary suspension and/or discharge as a grievance to Step 2 of the grievance procedure set forth in Article 22, 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 7.9:** Customer complaints must be in writing. The names and addresses of customers who make a written complaint against an employee shall be furnished upon request by the Union if such are relied on by the Employer as a basis for issuing discipline. An employee may not be disciplined solely on the basis of a verbal complaint by customers.

**Section 7.10:** To the extent permitted by the Union 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. The Employer may allow the Union to review relevant surveillance video in cases involving issuance of a final written warning or discharge to support the innocence of a Team Member.

**Section 7.11: Drug Testing.** Pursuant to its Drug and Alcohol Policy, the Employer shall have the right to test for drugs and/or alcohol usage subject to the following conditions:

- (a) In the event reasonable cause exists to indicate that the Team Member may be under the influence of drugs or alcohol;
- (b) In no event shall random drug testing be permitted;
- (c) The Employer shall pay for the cost of the examination, and the Team Member shall be paid for all time required for the examination;
- (d) Only after the administration of the initial test and a mass spectrometry confirmation test that show positive will the test results be considered positive;
- (e) If the Team Member is suspended pending an investigation and after the drug/alcohol testing the Team Member's tests are negative, the Team Member will be made whole provided there is no basis for discipline;
- (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 8: SENIORITY

**Section 8.1:** 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 and may not do so routinely. During the probationary period, the Team Member shall have no seniority rights and not be entitled to the provisions of this Agreement. Probationary Team Members shall be subject to discipline and termination by the Employer for any reason, with or without notice, and without recourse to the grievance and arbitration procedures set forth in Article 22 herein. Upon completion of the probationary period, seniority shall date back to the Team Member's most recent date of hire. On Call and Seasonal 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 22 herein.

### **Section 8.2: Seniority.**

- (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.
- (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 Section 1.1 of this Agreement.
- (c) For purposes of this Section, each classification listed in Section 1.1 of this Agreement is a separate and distinct classification, except nothing in this Article or the Agreement limits the Employer's right to cross utilize Team Members across job classifications, i.e., to assign work to Bargaining Unit Team Members in other Bargaining Unit job classifications in the following circumstances: 1) where the Employer has made such assignments in the past; 2) for business reasons but only to the extent such assignment may be made for no more than two (2) consecutive weeks; and 3) in emergency situations.
- (d) For all Team Members, House (and, if appropriate, their Classification) Seniority for those hired on the same day shall be assigned seniority based on the four (4) digits at the end of their social security number. The lowest four (4) digits shall be assigned the higher seniority date and so on.
- (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.



**Section 8.3: Termination of Seniority.** Seniority shall be terminated for any of the following reasons:

- (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 15 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.
- (b) Discharge for just cause or for other reason set forth in Article 7.
- (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 the 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.
- (d) Retirement.
- (e) The Team Member is laid off for a period equal to his seniority or twelve (12) consecutive months, whichever is shorter.
- (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 8.4:**

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

- (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 Team Members shall be laid off first;
  - Regular Part Time Team Members; and
  - Full Time Team Members.
- (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.
- (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.
- (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.
- (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 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 7.
- (h) Other Work Opportunities. At the time of layoff, a Team Member may provide in writing to the Human Resources department notification of his availability for temporary work assignments during the layoff period. In accordance with his seniority, a Team Member on layoff status who has indicated availability for work may be offered available



temporary work in his regular job classification, provided that the Team Member has the qualifications and abilities to perform satisfactorily the available work. When a Team Member indicates availability, he shall not be called for available temporary work after he has refused three (3) offers, provided he received at least seventy-two (72) hours' notice of the work availability. Temporary work shall not include daily overtime.

- (i) Team Members whose jobs are eliminated, or whose layoff is anticipated to last more than two (2) calendar months, may notify the Employer's Human Resources department in writing of his interest to transfer to vacant Bargaining Unit positions for which the Team Member has the qualifications and abilities to perform satisfactorily the duties of the vacant positions. It is the Union's responsibility to inform Team Members affected by this Section of those vacant Bargaining Unit positions only posted internally. A Team Member affected by this Section will be given the opportunity to apply for a transfer to a vacant Bargaining Unit position. The Employer in its sole discretion may consider that Team Member's work history, skills, ability, and availability in determining whether that Team Member has the qualifications and abilities to perform satisfactorily the job duties in that position. In the event the Employer subsequently determines that the Team Member cannot perform satisfactorily in the new position, the Employer will return the Team Member within fifteen (15) days to his layoff status. If a Team Member transfers to another position, 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.
- (j) Nothing in this Article shall prevent the Employer from reducing Full 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 a 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 8.5: Promotion.** When a promotional opportunity becomes available, the position will be posted for a seven (7) day period. Team Members who apply for the position shall be considered for such opportunities based on job performance including work history, skills, ability, and availability. In the event that two (2) or more Team Members are deemed by the Employer to be substantially equal in terms of these factors, the most senior Team Member (by House Seniority) shall be selected. In the event the Employer subsequently determines that the Team Member cannot perform satisfactorily in the new position, the Employer may return the Team Member within fifteen (15) days to his original position. If the Employer determines within its sole discretion that no qualified Team Member has applied for the position, then it may



fill the vacancy with a new external hire. Promotions are deemed to be movement to a new position in which the Team Member has the opportunity for increased hourly wages or for subsequent job progression.

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

**Section 8.6: 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 fifteen (15) calendar days to his original position.

- (a) A Team Member transferred under this Section shall assume the weekly schedule of days of work and days off, and the daily shift schedule, applicable to the vacant position to which he transfers. The Team Member shall not be eligible for another transfer under this Section for six (6) months unless mutually agreed upon in writing by the Parties.
- (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 fifteen (15) 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.
- (c) The resulting vacancy or vacancies created by a transfer under this Section 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.
- (d) Vacancies under this Section shall be posted for three (3) days in the department where the vacancy exists. The Employer may fill the vacancy temporarily during the posting period.

**Section 8.7:** For training purposes, the Employer shall have the sole discretion to assign Team Member trainees to any work schedule or work station for training purposes for up to three (3) weeks, including the option to extend the training schedule for up to an additional three (3) weeks.



## ARTICLE 9: WAGES

**Section 9.1: Regular Hourly Rates.** Except as otherwise provided in this Article 9, Team Members' regular hourly rates of pay for each job classification for the entire term of this Agreement shall be as follows:

<u>Classification</u>	<u>Regular Hourly Rates (With 2% Annual Increases)</u>			
	Effective September 1, 2016	Effective September 1, 2017	Effective September 1, 2018	Effective September 1, 2019
EVS, Stewarding, and Kitchen Cleaning	\$9.25	\$9.44	\$9.63	\$9.83
Special Projects	\$10.75	\$10.97	\$11.19	\$11.42

The Employer reserves the unilateral right to advance any new hire (and incumbent Team Member), pursuant to Article 10, 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 Section 1.1 of this Agreement. In such case, the Employer will provide the Union with at least two (2) weeks' written notice of the change.

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

**Section 9.2: Third Shift Differential.** Team Members (except Special Projects Team Members) who are assigned to the third shift will have Seventy-Five Cents (\$.75) per hour added to their regular hourly rate as set forth in Section 9.1.

**Section 9.3: Leads.** Team Members who are assigned or promoted to the position of Lead will have One Dollar (\$1.00) per hour added to their applicable regular hourly rate as set forth in Sections 9.1 and 9.2.

**Section 9.4: New Hire Rates.** Newly hired Team Members will have a starting regular rate of pay that is Fifty Cents (\$.50) per hour less than the applicable regular hourly rate set forth in Sections 9.1, 9.2 and 9.3 at the time of hire. Newly hired Team Members will be paid the new hire rate until they complete ninety (90) days of employment with the Employer, at which time their rate of pay will be increased to the full, applicable regular hourly rate of pay for their classification.

**Section 9.5: Worked Holiday Premium.** Team Members who have completed ninety (90) days of employment with the Employer will receive a holiday premium equal to twenty-five percent (25%) of their applicable regular hourly rate (as set forth in Sections 9.1, 9.2 and 9.3) for each

straight-time hour worked on the following holidays: New Year's Day, Martin Luther King's Birthday, the Fourth of July, Thanksgiving, and Christmas Day.

**Section 9.6: Lump Sum Payment.** Team Member employed by the Employer on the Effective Date of this Agreement will receive an additional lump sum payment (less applicable federal, state and local withholdings and deductions) based on their House Seniority Date, as provided below:

<u>House Seniority Date</u>	<u>Amount of Lump Sum Payment</u>
Prior to March 4, 2014	\$1,500
March 5, 2014 to March 4, 2015	\$1,000
March 5, 2015 to February 29, 2016	\$500

The foregoing lump sum payments will be made within thirty (30) days after the Effective Date of this Agreement.

## **ARTICLE 10: PAY OUTSIDE OF PAY SCALE**

**Section 10.1:** The wage scales set forth above in Section 9.1 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 10.2:** The Employer's granting of a wage increase to a Team Member pursuant to Section 10.1 does not require the Employer to provide a wage increase to all Team Members in that same job classification.

**Section 10.3:** Team Members whose wages are increased pursuant to this Article 10 will also receive a two percent (2%) increase on each succeeding September 1<sup>st</sup> during the term of this Agreement.

## **ARTICLE 11: OVERTIME**

**Section 11.1:** 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 11.2: Overtime Assignment.** Overtime is an essential function of the job and the Employer shall have the right to require Team Members to work overtime.



- (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 issue. Upon such request, the Employer shall agree to such meeting and discuss in good faith the Union's concerns.
- (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.
- (c) Daily Overtime. At any time prior to Friday of the work week immediately preceding the week in which the Team Member is seeking daily overtime, a Team Member may sign up on a list provided by the Employer for daily overtime within his department. Daily overtime will be awarded on the basis of Classification Seniority from Team Members on the applicable weekly overtime list, provided that the Team Members are already working on the day on which the overtime is offered and have the qualifications and abilities to satisfactorily perform the available work. In the event there are an insufficient number of qualified volunteers, the Employer will assign the overtime duties to Team Members within the appropriate classification based on reverse order of seniority, provided the least senior Team Member has the qualifications and abilities to perform satisfactorily the available work. If not, the Employer may assign the overtime work to the next least senior Team Member on the seniority list within that job classification who is already working and has the qualifications and abilities to perform satisfactorily the available work.

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

**Section 11.3:** Team Members who refuse an overtime assignment shall be subject to discipline up to and including discharge.

**Section 11.4:** 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 12: HEALTH & WELFARE**

**Section 12.1:** During the term of this Agreement, the Employer will continue to offer full-time Bargaining Unit Team Members who have completed their initial ninety (90)-day probationary period the opportunity to elect medical coverage under the CIGNA HDHP Bronze Hourly Medical Plan (the “Bronze Plan”) or such successor plan as may be selected by the Employer that provides comparable benefits and is generally offered to the Employer’s non-Bargaining Unit employees (the “Successor Plan”). The Bronze Plan and any such Successor Plan are hereinafter referred to together as the “Company Plan.”

**Section 12.2:** The Employer will pay eighty percent (80%) of the cost of employee-only coverage (including any increases during the term of this Agreement) for Team Members who elect coverage under the Company Plan. The Team Member must pay the remaining twenty percent (20%) of the cost of employee-only coverage (including any increases during the term of this Agreement) and the full cost of any additional coverage elected by the Team Member (e.g., dependent coverage). All Team Member contributions for coverage under the Company Plan will be made through payroll deductions.

**Section 12.3:** All actions taken and decisions made by the administrators of the Company Plan pursuant to the terms of the governing plan documents (including, but not limited to, benefit determinations) shall be final and binding and shall not be subject to the Grievance and Arbitration Procedure set forth in Article 22 of this Agreement. The claims procedure set forth in the governing plan documents shall be the sole and exclusive means of resolving claims for benefits under the Company Plan.

## **ARTICLE 13: 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 14: PAID TIME OFF**

**Section 14.1:** During the term of this Agreement, Team Members who (1) have completed one year of service with the Employer, and (2) work an average of at least thirty-five (35) hours per week during the preceding anniversary year, will be eligible for annual paid time off (PTO) as provided in this Article 14. The number of hours of PTO for which the Team Member will be eligible is the average number of hours per week worked by the Team Member during the preceding anniversary year; provided that the Team Member worked an average of at least thirty-five (35) hours per week during such year, and provided further that the maximum annual PTO



for which any Team Member will be eligible is forty (40) hours. As used in this Article 14, an “anniversary year” is a twelve (12)-month period starting with the Team Member’s date of hire. For purposes of PTO eligibility, only hours actually worked (straight-time and overtime) are counted. Time spent on a leave of absence, PTO time, bereavement leave, time spent on jury duty or in court appearances, and other unworked hours (whether paid or unpaid) are not counted.

**Section 14.2:** PTO balances will be printed annually starting on the Team Member’s one (1) year anniversary and on each anniversary thereafter. PTO balances will be adjusted throughout the anniversary year as PTO is used.

**Section 14.3:** All vacation requests must have prior managerial approval. Team Members must fill out the Hourly Employee PTO Request Form and provide it to their department manager at least one (1) week prior to the date of the requested time off. The Employer reserves the right to approve or deny PTO requests based on business demands. When multiple requests for PTO are made at the same time (i.e., on the same day), with the minimum required one (1) week prior notice, PTO requests will be granted in order of House Seniority.

**Section 14.4:** Unused PTO hours cannot be paid in lieu of taking time off. Unused PTO balances do not roll-over from year to year; they expire on the Team Member’s anniversary date. Notwithstanding the foregoing, if a Team Member was unable to use his vacation time because the Employer denied his timely request for time off, then the Team Member will be allowed an additional thirty (30) calendar days (i.e., after his anniversary date) within which to request and take his available vacation time. Unused PTO balances are forfeited upon termination of employment (whether voluntary or involuntary) and will not be paid out to Team Members.

## **ARTICLE 15: ATTENDANCE POLICY**

**15.1: Attendance.** Being the best means being on time to provide fast and flawless service every shift. If a Team Member is excessively absent or late, it creates inconvenience for the Employer’s clients and their customers. In addition, it places an unfair burden on co-workers who may have to perform additional work or may be called in on their day off.

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

The Attendance Policy is based on an eight (8) point system. Points are accumulated when a Team Member is late, leaves early, or is absent from work. A total of eight (8) points in any rolling 12-month period results in Separation of Employment. A total of three (3) points during a Team Member’s initial ninety (90)-day probationary period may result in Separation of Employment.

It is the Team Member’s responsibility to notify his supervisor at least one (1) hour prior to the start of the Team Member’s shift if he is going to be late or absent. If the Team Member does not follow the applicable department call-in procedures, it will result in progressive discipline,

up to and including discharge. Being on time means being at the Team Member's workstation, fully prepared to begin work, at the scheduled start time.

Absences/Tardiness will be recorded as follows:

Incident	Assigned Points
One Day Absent	1 point
Consecutive Absences: <ul style="list-style-type: none"> <li>1 point for the first day of absence</li> <li>1 point for each day of consecutive absence</li> </ul> (Please refer to Leave of Absence guidelines. For example, if absence is due to overnight hospitalization, or a Team Member missing more than 3 consecutive days of work and requiring follow-up treatment, continuing treatment for a chronic condition, pre-natal care, birth of a child or caring for a family member with a serious health condition, the Team Member may be eligible for a LOA. Points are not recorded for an approved Leave of Absence.)	1 point first day  1 point each consecutive day thereafter
Late for Work (including returning late from break)	½ point
Leaving Work Early (unless due to business demands or approved in advance)	½ point
No Call/No Show By End of First Hour of Shift	4 points
Denied Day Off (formal request for a day off was denied but Team Member calls out as an absence; includes denied Shift Request to switch schedules)	4 points
Absent or Late for Work on Weekends (Saturday or Sunday), Other Than High Volume Business Days (defined below)	Points are doubled
High Volume Business Days (defined below) <ul style="list-style-type: none"> <li>Absent</li> <li>Late for Work</li> </ul>	4 points 1 point

**15.2: High Volume Business Days.** The Employer, in its discretion, may designate certain days as "High Volume Business Days" for purposes of this Attendance Policy. The High Volume Business Days include, but are not limited to: New Year's Eve; New Year's Day; Presidents Day; Super Bowl Weekend; Easter Weekend; Memorial Day; 4th of July; Labor Day Weekend; Thanksgiving Weekend; Christmas Eve; Christmas Day; Martin Luther King Day; Mother's Day; Father's Day; and Concert Nights. The Employer will post notice of each designated High Volume Business Day a minimum of fourteen (14) days in advance. If it fails to do so, the day will be treated as a regular day (i.e., not as a High Volume Business Day) for purposes of assigned points under this Attendance Policy.

**15.3:** Points are not recorded for the following with appropriate documentation:

- Jury Duty
- Bereavement Leave



- Approved FMLA Leave (please see FMLA Leave Guidelines). However, employees on intermittent leave must follow proper call-in procedures for each shift not worked due to intermittent leave.
- Approved Non-FMLA Medical Leave (please see Non-FMLA Medical Leave Guidelines)
- Approved Personal Leave (please see Personal Leave Guidelines)
- Approved Military Leave
- Documented on-the-job injury
- Pre-approved Paid Time Off or Vacation
- Workers Comp Leave

**15.4:** Two (2) No Call/No Shows in a rolling twelve (12)-month period are considered job abandonment (voluntary Separation of Employment). Walking off shift also is considered job abandonment and grounds for immediate discharge.

**15.5:** Each attendance point will be dropped off using a rolling twelve (12)-month period. Attendance points will last a rolling twelve (12) months from the date issued. After twelve (12) months, the points will be removed from the Team Member's record.

**15.6:** Team Members are responsible for keeping track of their point totals. The Employer will attempt to provide written notification at four (4) points and seven (7) points. However, failure to issue written notification is not grounds to avoid receiving discipline, up to and including discharge.

**15.7:** The Employer reserves the right to review each situation on a case-by-case basis. It is understood that there may be extenuating circumstances particularly in cases relating to the Americans with Disabilities Act and FMLA.

## **ARTICLE 16: JURY DUTY AND COURT APPEARANCES**

### **Section 16.1: Jury Duty.**

- (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.
- (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.
- (c) Time spent on jury duty is not used for purposes of calculating overtime pay or benefit accrual.

## **Section 16.2: Court Appearance.**

- (a) A Team Member who is required to appear in court or at a deposition at the request of the Employer will receive his hourly base rate of pay, for a period not to exceed eight (8) hours per day, less any subpoena fee.
- (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 call-in and other requirements set forth in the Employer's Attendance Policy. In addition, a Team Member may elect to use a PTO day for such absence provided that he complies with the Employer's PTO Policy.

## **ARTICLE 17: BEREAVEMENT LEAVE**

**Section 17.1:** Team Members with at least ninety (90) days of service shall be eligible to utilize up to three (3) consecutive days of Bereavement Leave 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.

**Section 17.2:** A Team Member who has not completed ninety (90) days of service may be granted unpaid time off for Bereavement Leave at the discretion of the Human Resources department. Attendance points will not be assessed for Team Members who are granted such leave.

**Section 17.3:** 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 18: LEAVES OF ABSENCE**

**Section 18.1: 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 Employer's Human Resources department 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 18.10, 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, seniority will be frozen and 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 8. 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 18.2: FMLA 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 FMLA. Under the FMLA, eligible Team Members may receive up to twelve (12) weeks of FMLA leave in a rolling twelve (12) month period measured backward from the date of the requested leave. 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 on FMLA leave, up to a maximum of twelve (12) weeks. The Team Member is responsible for his same share of the costs of the medical coverage during the period of his FMLA leave.

- (a) **Medical Certification.** A Team Member's request for FMLA leave 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.
- (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 18.3: Non-FMLA Medical Leave.** Team Members who are not eligible for an FMLA leave of absence may be granted a non-FMLA medical leave for their own serious health conditions, in the Employer's sole discretion. Non-FMLA medical leaves granted by the Employer normally may not exceed six (6) weeks. The General Provisions set forth in Section 18.1, and the Medical Certification and Recertification provisions set forth in Sections 18.2(a) and 18.2(b), will apply to any non-FMLA medical leaves granted by the Employer. The Employer will continue to provide medical insurance coverage for eligible Team Members for the duration of an approved non-FMLA medical leave. The Team Member is responsible for his same share of the costs of the medical coverage during the period of his leave.

**Section 18.4: Military Leave.** The Employer will comply with the provisions of the Veterans Re-employment Rights Act for granting military leave and USERRA.

**Section 18.5:** Leaves of absence for injury compensable under the Ohio workers compensation law are subject to applicable state law and the Employer's policies, and may be 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 18.6:** Personal leave of absence without pay may be granted to Team Members at the Employer's sole discretion after successful completion of their probationary period and in accordance with the following guidelines:

- (a) The circumstances and conditions of the personal leave must be stated on the appropriate leave of absence form provided by the Employer.
- (b) A personal leave of absence normally may not exceed six (6) weeks.
- (c) A Team Member who wants to continue his medical coverage during a personal leave of absence is responsible for paying the full cost of such coverage.

**Section 18.7:** 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 in advance by the Employer in writing.

**Section 18.8:** 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 15 of this Agreement. If a Team Member "points out" under the said Attendance Policy, or the Employee has two No Call/No Shows in a rolling twelve (12) month period, 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 18.9:** 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 18.10: 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 Union, 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) The leave may be granted up to ninety (90) continuous days.
- (b) The Team Member on Union business leave shall not be assigned to any facility in which they are currently employed.
- (c) 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.
- (d) The Team Member will not receive compensation or accrue any other form of benefits during his Union business leave. The Team Member will be eligible to continue his medical coverage during his Union business leave, provided that (1) the same is permitted under the Plan, and (2) the Team Member or the Union (if it may legally so so) pays the full cost of such coverage. The Union 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, in accordance with the provisions of this Section.
- (e) 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 18.11:** Abuse of FMLA leave or other types of leave included in this Article shall be grounds for discipline up to and including discharge. This specifically includes, but is not limited to, using leave for other than its intended purpose.

**Section 18.12:** Team Members will continue to accrue House and Classification Seniority during any approved leave of absence pursuant to this Article.

## **ARTICLE 19: 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 22, 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 20: UNIFORMS & EQUIPMENT**

**Section 20.1: Uniforms Furnished by Employer.** The Employer shall furnish or pay for an initial three (3) uniforms 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 may provide inclement weather gear for use by Team Members whose duties regularly require them to work outside. Any other outer apparel, jewelry, or pins may not be worn without the Employer's written approval, except as provided in Article 3, Section 3.6.

**Section 20.2: 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 20.3: Tools and 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 and equipment issued by the Employer must be returned at the time of termination of employment. Team Members who negligently or intentionally lose or damage any tools or equipment issued by the Employer will be subject to appropriate disciplinary action, up to and including discharge.

## **ARTICLE 21: MISCELLANEOUS**

**Section 21.1: Days Defined.** Unless otherwise noted, the term "days" as used in this Agreement shall refer to calendar days.

**Section 21.2: 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 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 21.3: Team Member Emergency Contact Procedure.** The Employer agrees that it will use its best efforts to arrange for Team Members to use JACK Casino's Team Member Emergency Contact Procedure to enable Team Members to be notified of emergencies (e.g., sick family member needs assistance) and 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 of which he received notice under the Emergency Contact Procedure exceeds twenty (20) minutes, then the Team Member may be required to clock out.

**Section 21.4: Attendance at Mandatory Meetings.** The Employer agrees not to schedule any mandatory meetings outside regularly scheduled working hours.

**Section 21.5: 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 21.6: Payroll Corrections.**

- (a) Adjustments resulting from a Team Member's failure to clock in/out or verify time worked will be added to their next regularly scheduled paycheck. In instances where the Team Member's error or failure caused him not to be paid for all of his time worked, the Team Member is solely responsible for accurately completing and submitting the appropriate Payroll correction form to his department before he will be compensated.
- (b) If the adjustment hours equal or exceed eight (8), the adjusted hours will be paid within forty-eight (48) hours; otherwise, the adjustment will be made on the employee's next regularly scheduled paycheck.

## **ARTICLE 22: GRIEVANCE & ARBITRATION**

**Section 22.1: 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 22.2: 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 supervisor 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 information (i.e., email address, phone number and mailing address) for one (1) individual to whom all communications regarding a specific grievance from the Employer to the Union will be provided.

All grievances shall be adjusted exclusively in the following manner:

- (a) It is mutually agreed between the Parties that the speedy resolution of grievances is in the best interests of the employees and the Employer. For that reason, the Parties have created the following grievance procedure which encourages the employee to first talk to their supervisor when questions, problems, complaints or disputes arise, and encourages the resolution of grievances at the lowest possible levels and provides for a quick and fair resolution of problems and disputes.
- (b) Initial Resolution Procedure (IRP). The employee may, within three (3) working days of the incident or circumstance giving rise to the dispute, take the matter up with his/her immediate supervisor. The employee has the full right and involvement of the Shop Steward in the IRP. Settlements reached at this level shall be considered non-precedential, unless the Employer and the Union Representative agree that the settlement shall be reduced to writing and may be used as a precedent in the future.

The Supervisor involved in the IRP meeting shall respond within three (3) working days of the meeting.

- (c) 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, or five (5) working days after the supervisor’s response to the IRP meeting, the Union shall present in writing to the aggrieved Team Member’s immediate supervisor 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 supervisor or leader, a designee from the grievant’s department, and a representative of the Human Resources Department; for the Union, the grievant and a Union representative. Following the meeting, the Employer shall give its answer, in writing, to the Union representative within ten (10) working days after the presentation of the grievance in Step 1.
- (d) 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) working day period allowed for the Employer's Step 1 answer, whichever is shorter), to the Human Resources department. Within seven (7) working days of the Union's presentation of the grievance to the Human Resources Department in Step 2, the Parties shall meet to discuss the grievance. A representative from the Human Resources Department and a Union representative shall attend the Step 2 meeting. A representative of the Employer's management team may also attend. The Employer shall render a decision in writing within five (5) working days after the presentation of the grievance in Step 2.

- (e) 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, 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) working day period above. The Employer need not agree to mediation. If both Parties agree to mediation, the Parties shall meet and confer regarding the selection of a mediator within ten (10) working days of the agreement to mediate. In the event the Parties cannot agree upon a mediator and then mediation does not proceed, 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. If the Parties are able to agree upon a mediator and mediation then proceeds, the costs of a mediator and any other incidental expenses (e.g., room rental) shall be jointly shared by the Parties.
- (f) 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 22.3:** 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 not be precedential and may not be cited in any subsequent legal proceeding, unless otherwise agreed in writing by the Employer and the Union.)

**Section 22.4:** 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 22.5:** Selection of Arbitrator. Arbitrators will be selected from a permanent panel of arbitrators as set forth below:

- Jeffrey Belkin
- Jerry A Fullmer
- Patricia Bittel
- Mitch Goldberg
- Jacquelin Drucker

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

During the term of this Agreement, the Employer and the Union 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 22.6: 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 22.7: 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 22.8: 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 22.9: Costs of Arbitration.** Each side shall bear its own costs incurred in litigating or defending against arbitration. The cost of the Arbitrator and other incidental expenses such as hearing room shall be borne equally by the Parties. The cost of a hearing transcript shall be shared equally, unless one party opts not to receive a copy of any transcript.

**Section 22.10: Discharge Arbitrations.** The expedited arbitration procedure described in Section 22.11, must be followed for arbitrations based on a Team Member's discharge.

**Section 22.11: 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 22.5, Section 22.7, and Section 22.8. It must be used in Discharge Arbitrations as described in Section 22.10. All other procedures and provisions relating to grievances and arbitrations under this Article will continue to apply and be in full effect hereto.

- (a) The Parties shall select an Arbitrator from a permanent panel of arbitrators agreed to by the Parties in Section 22.5 and amended by mutual agreement from time to time and as described in Section 22.5. 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.
- (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.
- (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.

- (d) At the election of either party, a transcript by a court reporter will be prepared with the Arbitrator and each party provided with a copy, with the Parties to split the cost of the transcript. The cost of the hearing room and Arbitrator will be split between the Parties.
- (e) The Arbitrator shall issue his decision within thirty (30) calendar days of the close of the arbitration hearing.

## **ARTICLE 23: NO STRIKES / NO LOCKOUTS**

**Section 23.1:** 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 Agreement provides for appropriate dispute resolution methods. Therefore, the Union, its officers, representatives, and members, and Team Members, shall not, in any way, directly or indirectly, authorize, assist, encourage, instigate, promote, sponsor, participate in or sanction any strike of any kind or nature, e.g., economic, sympathy, unfair labor practice, sit down, work slowdown or stoppage, sick out, call out, picketing, demonstrations, corporate campaigns, boycott, refusal to cross picket lines, etc., or engage in any other interference with the performance of work and the service of customers, regardless of the reason(s) therefore. This obligation shall include dealings by the Employer with Union and non-Union suppliers, deliverymen, partners, vendors, organizations, or other employee not covered by this Agreement and shall cover non-grievable disputes to the maximum extent permitted by law. Upon request by the Employer, the Union will actively and publicly denounce such activity; issue instructions to Team Members to cease engaging in such activity and to return to work immediately; advise the Employer in writing that such action by the Team Members has not been called or sanctioned by the Union; and take all other reasonable steps necessary to bring an immediate end to any Team Member activity in violation of this Article. In the event that the Union, its officers, agents, and employees fully comply with the above provisions, the Employer agrees not to bring any court action for damages against the Union or its officers, agents, or employees for breach of this Article. The Union agrees that it will not disparage the Employer, its Team Members, officers, directors, board members, agents, its amenities and/or accommodations, or any of its affiliates.

**Section 23.2:** 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 23.3:** The Parties agree that Section 23.1 and Section 23.2 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 23.4: 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 23.7 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 23.5: Team Member Violation.** Any Team Member who engages in a strike, or any other activities prohibited in Section 23.1, 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 22 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 23.6:** 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 23.7: 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 22.4 through 22.10, with the following modifications to the procedure set forth in those sections: a) all alleged violation(s) of Article 23 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 23 has occurred; c) that the Arbitrator shall be selected using the method described in Section 22.11(a) (adjusted with respect to the accelerated time periods described in this Section) within twenty-four (24) hours of the grievance being filed and the hearing shall be conducted within twenty-four (24) hours of the Arbitrator's selection, except if the date is extended in the sole discretion of the Employer; d) the Union and Employer shall present their respective evidence and arguments at that hearing on the date specified by the Arbitrator; d) the filing of post hearing briefs will be waived and oral closing arguments made instead; e) the failure of either party or any witness to attend the hearing as scheduled and noticed by the Arbitrator shall not delay the hearing and the Arbitrator shall proceed to take evidence and issue an award and order as though such party or witness were present; f) the Arbitrator shall issue an oral decision

at the conclusion of the case presentation, with a written opinion to be issued within twenty-four (24) hours of the close of the hearing; and g) in the event of an award(s) in favor of the Employer, the Arbitrator shall issue a cease and desist order and award the Employer damages in an amount equal to any losses of revenue and any incidental expenses incurred by the Employer proximately caused directly or indirectly by the violation(s) of Article 23, 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 23. The Employer may seek injunctive relief and to enforce any award in its favor in any court of competent jurisdiction.

## **ARTICLE 24: BARGAINING UNIT WORK / SUBCONTRACTING**

**Section 24.1: 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:

- (a) When Bargaining Unit Team Members are not otherwise available to perform Bargaining Unit work;
- (b) Emergencies or urgent situations;
- (c) Demonstrations or work incidental to the training and direction of Team Members;
- (d) Corrections or the reworking of work performed by Team Members;
- (e) As currently performed by non-bargaining unit employees;
- (f) Testing;
- (g) Troubleshooting;
- (h) Quality control;
- (i) Providing occasional assistance to Team Members;
- (j) Installation of vendor-contracted equipment; or
- (k) By mutual agreement with the Union.

Nothing contained in Article 24 is intended to preclude the Employer from entering into any contract, subcontract, lease or other arrangement with any third party to operate, own, manage or perform work that is included in the scope of the Bargaining Unit so long as such work (1) is performed under the terms of this Agreement, (2) is performed in accordance with historical subcontracting practices (e.g., JSI), or (3) is necessary to comply with applicable minority, female, or disadvantaged business requirements.



## **ARTICLE 25: 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 26: NO DISCRIMINATION**

**Section 26.1:** 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 26.2:** 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 26.3:** 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 27: NOTICE**

**Section 27.1:** Any notice required under the terms of this Agreement may be hand delivered (signature required), mailed, faxed, and/or electronically transmitted to:

Notices that must be sent to the Union must be sent to the following:

To UNITE HERE: Patrick Boyd  
UNITE HERE Representative  
300 River Place Drive Unit 2700  
Detroit, Michigan 48207  
Fax: 313-259-8481  
Email: pboyd@culinaryunion226.org

To the Employer:     Bruce Ballard  
                             Chief Financial Officer  
                             The Service Companies  
                             14750 NW 77th Court  
                             Suite 100  
                             Miami Lakes, FL 33016  
                             Fax: 305-681-8804  
                             Email: bballard@theservicecompanies.com

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

**Section 27.2:** For notices sent by U.S. mail, any time period will commence three (3) days after the postmark.

## **ARTICLE 28: 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 29: COMPLETE AGREEMENT**

**Section 29.1:** Except to the extent set forth in this Agreement, the Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right opportunity are set forth in this Agreement. Therefore, except as set forth in this Agreement, neither party shall have any further obligation to bargain over any matter to take effect during the term of this Agreement.

**Section 29.2:** 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 29.3:** 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 30: TERM OF AGREEMENT

This Agreement shall become effective on August 25, 2016 (the "Effective Date"), and shall continue in full force and effect to and including 11:59 p.m. on August 24, 2020, 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 August 24, 2020, or sixty (60) days prior to August 24 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:**

  
\_\_\_\_\_  
FULL SERVICE SYSTEMS, CORP.

**FOR THE UNION:**

  
\_\_\_\_\_  
UNITEHERE! Local 24