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Trade Regulation Rule on Unfair or Deceptive Fees

Comment On: FTC-2023-0064-0001
Trade Regulation Rule on Unfair or Deceptive Fees

Document: FTC-2023-0064-3080
Comment from UNITE HERE International Union

Submitter Information

Email: ebm@msh.law
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General Comment

See attached file(s)

Attachments

2024-02-02 UH comments on FTC rule (R207011)

February 2, 2024

Via Electronic Submission

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Lina M. Kahn, Esq.
Chair, Federal Trade Commission
Federal Trade Commission
600 Pennsylvania Ave NW
Washington, DC 20580

Re: Unfair and Deceptive Fees, R207011

Dear Ms. Kahn,

UNITE HERE International Union (“UNITE HERE”) submits this comment in response to the Federal Trade Commission’s proposed rule entitled “Trade Regulation Rule on Unfair or Deceptive Fees” (“Proposed Rule”) as published in the Notice of Proposed Rulemaking (“NPRM”) on November 9, 2023.

UNITE HERE and its affiliated local unions represent 300,000 workers across the United States and Canada employed in industries including hotel and lodging, casino gaming, and restaurants. Many of the union’s members are employed as banquet and restaurant servers. They earn a substantial portion of their income from the service charges that employers charge customers in banquet and restaurant operations. These charges are the subject of collective bargaining. Collective bargaining agreements routinely set forth agreed-upon terms establishing the percentage of the total price of food and beverage that will be paid to workers as service charges together with safeguards to ensure that the money is correctly distributed. Accordingly, while UNITE HERE supports the FTC’s effort to address deceptive trade practices in pricing, it has an interest in ensuring that the Proposed Rule does not unintentionally destabilize established practices in collective bargaining.

The NPRM contemplates that food and beverage businesses subject to the Proposed Rule will either eliminate mandatory service charges or incorporate them into their menu prices. But service charges cannot be eliminated where they have been collectively bargained and set out in labor agreements. While they might be incorporated into menu prices, UNITE HERE foresees that doing so may incentivize employers to substitute hourly wages rather than service charges as the principle mode of compensation for workers. This is particularly true in the banquet catering industry. The reasons for this concern are explained below.

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Such unintended consequences can be avoided by exempting from the Proposed Rule's coverage collectively-negotiated service charges that are set out in collective bargaining agreements. These charges are unlikely to cause unfair consumer surprise for two reasons. First, they are rooted in longstanding industry practices and, in many instances, are the subject of communication between the company and its customer well in advance of the charge being incurred. Second, unlike at nonunion workplaces, workers who are covered by collective bargaining agreements are able to police the distribution of service charges through grievance and arbitration mechanisms. This ensures that customers are not misled about the purpose of the charge, as can happen at nonunion establishments where employers might withhold from workers fees that are misleadingly labeled as "service charges."

I. Mandatory service charges as the subject of collective bargaining.

There is a widespread practice in the hospitality, gaming, and convention industries of employers and unions engaging in collective bargaining over the service charges that employers charge to customers. Banquet catering operations and restaurant operations are the two most prominent examples of this practice. Through collective bargaining, UNITE HERE affiliates have negotiated the amount of the service charge as a percentage of the price of food and beverage sold, transparency protocols to ensure that money is correctly accounted for, and dispute resolution mechanisms by which workers can guarantee that they are correctly paid. UNITE HERE provides examples of the foregoing from collective bargaining agreements between the Local Joint Executive Board of Las Vegas ("LJEB") (consisting of UNITE HERE affiliates Culinary Workers Union Local 226 and Bartenders Local 165) and employers in the Las Vegas gaming and convention industries. These are representative of agreements that UNITE HERE affiliates have negotiated throughout the nation over decades.

A. Service charges are prevalent in the unionized banquet catering industry.

1. *Overview of banquet operations.*

Service charges are customary in the banquet catering industry. Employers utilize sales teams to market and sell banquet functions to institutional or individual customers who are often represented by knowledgeable intermediaries such as event and wedding planners. The customer rents space for the function and, in conjunction with that rental, purchases food and beverage to be provided to the function's attendees at sit-down meals, buffets, coffee breaks, cocktail parties and other service scenarios. The customer selects the food and beverage offerings from a catering menu offered by the employer. These menus do not normally include the service charge as part of the total price of the food or beverage item, but do typically indicate that a service fee will be added to the menu price. The employer and the customer reach agreement on the selection and cost of the food and beverage service, including service charges, well in advance of

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the event taking place.¹

2. *Collective bargaining agreements establish the amount of banquet service charges and provide safeguards to make sure they are properly paid to workers.*

Hotels, casinos, and convention centers where workers are represented by UNITE HERE frequently operate banquet catering departments. These workers earn a substantial majority of their income through service charges. Hourly wages are relatively low compared to other classification of workers, having been negotiated with the expectation that service charges will make up most of the worker's income. This practice has been in place for years. For example, the 1967–1970 collective bargaining agreement between LJEB and the Las Vegas Resorts Hotels provided:

- (c) On all banquets it is obligatory on the Employer that a 15 percent service charge of the total charges shall be paid to waiters and waitresses, bus boys and captains in addition to the designated wages.

[. . .]

- (f) All gratuities, whether for banquets or otherwise, belong to the employees and no part of the gratuities belong to the Employer or any representative of the Employer, and are not a part of the basic wage established by this Agreement. The distribution of gratuities among banquet workers shall be determined by the employees and the Union. All gratuities for banquets, as defined, shall be forwarded to the Union along with the names of the banquet workers and social security numbers within 24 hours after the event.

(Appendix A.)

The 1980–1984 agreement between the Nevada Resort Association (also a multiemployer trade group) and LJEB provided as follows.

¹ Examples of Las Vegas catering menus can be found on-line. Caesars Palace Las Vegas Hotel & Casino's menu is available at <https://www.caesars.com/content/dam/empire/lau/thingsto-do/weddings-meetings-groups/pdf/lau-catering-menu-3-22-accessible.pdf>. The MGM Grand Hotel's menu is found at <https://mgmgrand.mgmresorts.com/content/dam/MGM/mgm-grand/meetings/catering-menu/mgm-grand-amenities-catering-menu-culinary-experience.pdf>. Winn Las Vegas Hotel's menu is found at <https://www.wynnlasvegas.com/meetings/catering>.

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17.02. Service Charge. On all banquets it is obligatory on the Employer, except where the Employer now has a different prior commitment, that a sixteen percent (16%) service charge of the total charges for food and beverage shall be paid to the food servers, cocktail servers, captains and banquet or catering managers who have a current captain's book and work the function, in addition to the designated wages. This distribution of such gratuities shall be in accordance with paragraph 1 of Exhibit 4 attached to and made a part of this Agreement. The Employer shall post in a conspicuous place available to banquet employees, prior to or during the banquet function, the menu, the number of guests, the name of the group, and the price charged for the food and beverage. If a server is designated by the Employer to act as captain for a banquet, he or she shall be paid the captain rate and shall share in the distribution of gratuities as a captain. Effective April 2, 1981, the amount of gratuities set forth under this Section as sixteen percent (16%) shall be increased to seventeen percent (17%).

17.05 Distribution of Gratuities. All gratuities, whether for banquets or otherwise, belong to the employees and no part of the gratuities belong to the Employer or any representative of the Employer (other than banquet or catering managers as provided in Section 17.02) and are not a part of the basic wage established by this Agreement. The distribution of gratuities among banquet workers shall be in accordance with Exhibit 4 attached to and made a part of this Agreement. The Employer shall exert its best efforts to make available to the Union by 3:00 P.M. of the day following the banquet function all wages and gratuities for banquets, a breakdown of the distribution of gratuities for all food and beverage, the name and date of the banquet function and room where held, the total price for all food and beverage, the number of guests in attendance, and the names and social security number of the banquet workers[.]

EXHIBIT 4 DISTRIBUTION OF GRATUITIES

1. Fourteen percent (14%) of the total gratuity of a banquet function, other than a cocktail party as defined in Section 17.07, shall be divided evenly among captains, and banquet or catering managers (who meet the requirements of Section 17.02), who work the function. Eighty-six percent (86%) of the total gratuity shall be divided evenly among servers and cocktail servers who work the function.

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(Appendix B.)

The 1999–2002 agreement between the Mandalay Bay Resort Group provided:

17.05. Distribution Of Gratuities.

(a) All gratuities, whether for banquets or otherwise, belong to the employees and no part of the gratuities belong to the Employer or any representative of the Employer (other than banquet or catering managers as provided in Section 17.02) and are not a part of the basic wage established by this Agreement. The distribution of gratuities among banquet workers shall be in accordance with Exhibit 4 attached to and made a part of this Agreement. The Employer shall exert its best efforts to make available to the Union by 3:00 P.M. of the day following the banquet function all wages and gratuities for banquets, a breakdown of the distribution of gratuities for all food and beverage, the name and date of the banquet function and room where held, the total price for all food and beverage, the number of guests in attendance, and the names and social security numbers of the banquet workers; provided, however, that where a banquet worker works banquet functions at the same hotel on successive days, his wages and gratuities for said functions may be forwarded or made available on the day following the last successive banquet function which he works.

(b) 1. Fourteen percent (14%) of the total gratuity of a banquet function, other than a cocktail party as defined in Section 17.06 and events discussed in Sections 17.02(b), 17.02(c) and 18.02(d), shall be divided evenly among Captains, Host Persons, and Banquet or Catering Managers (who meet the requirements of Section 17.02), who work the function. The Employer may determine the distribution of the even share allocated to the Banquet or Catering Managers. Eighty-six percent (86%) of the total gratuity shall be divided evenly among Food Servers and Cocktail Servers.

(Appendix C)

A recent example is found in the collective bargaining agreement between the 2021–2023 Eastside Convention Center, LLC d/b/a Caesars Forum and the LJEB, which states:

17.02. Service Charge.

(a) On all events where banquet employees are utilized it is obligatory on the Employer that a fifteen point four eight percent (15.48%) service charge of the total charges for food and beverage shall be paid to the Food Servers and Bartenders that work the function, in addition to the designated wages. This distribution of such gratuities shall be in accordance with Section 17.04

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The Employer shall post in a conspicuous place available to banquet employees, prior to or during the event where banquet employees are utilized, the menu, the number of guests, the name of the group, and the price charged for the food and beverage.

[. . .]

17.04. Distribution of Gratuities.

(a) All gratuities, whether for banquets or otherwise, belong to the employees in accordance with the provisions of Section 17.10, 17.13, 17.14, 17.15, and no part of the gratuities belong to the Employer or any representative of the Employer and are not a part of the basic wage established by this Agreement. The distribution of gratuities among banquet workers shall be in accordance with Sections 17.09, 17.12, 17.13 and 17.14 below. The Employer shall exert its best efforts to make available to the Union by 3:00 p.m. of the day following the banquet function a breakdown of the distribution of gratuities for all food and beverage, the name and date of the banquet function and room where held, the total price for all food and beverage, the number of guests in attendance, and the names of the banquet workers. Wages and gratuities will be made available in accordance to Article 5 and will be paid bi-weekly.

(b) Transparency.

The Employer shall keep a record of each banquet event which includes, but is not limited to, the following information: (1) the name of the event, (2) the name of each server who worked the event, (3) the gratuities earned by each server for that event. This record shall be kept in a notebook in the banquet office and all banquet employees shall have access to the notebook to review. Such records shall be maintained for 30 days. The Employer shall also post in a conspicuous place available to banquet employees, prior to or during the banquet function, the menu, the number of guests, any changes in the group number of guests, the name of the group, the price charged for the food and beverage, final consumption total on each function, and distribution of gratuity.

(Appendix D.) Similar provisions as these examples are routine in UNITE HERE collective bargaining agreements covering banquet workers.

B. “Large party” service charges are prevalent in the unionized restaurant industry.

UNITE HERE affiliates also represent workers in the restaurant industry, including both at restaurants that are part of hotel and casino establishments, as well as freestanding restaurants.

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With respect to restaurant operations, the NPRM accurately states that “it has been a longstanding practice for most, if not all full-service restaurants to charge mandatory service fees for large parties (typically a minimum of 6 or 8 consumers).”² This is true in both unionized workplaces as well as nonunion workplaces.

At unionized restaurants, management exercises no discretion as to whether service charges are passed onto the worker. Collective bargaining agreements set out the amount of the service charge and guarantee that the money will go to workers, not to management. Thus, for example, the 2018–2023 collective bargaining agreement between LJEB and Mandalay Bay Resort and Casino provides:

5.02

All gratuities left by customers are the property of the employees exclusively, and no Employer or department heads not covered by this Agreement shall take any part of such gratuities or credit the same in any manner toward the payment of an employee’s wages.³

[. . .]

A gratuity of 18% shall be added to checks for parties of eight (8) or more in all full service restaurants for guests paying with cash or credit card. This provision shall not apply to buffets. This provision shall not apply to complimented guests.

(Appendix E.) The 2018–2023 collective bargaining agreement between LJEB and Circus Circus Casinos, Inc. provides:

5.02 A gratuity of 18% shall be added to checks for parties of eight (8) or more in all full service restaurants for guests paying with cash or credit card. This provision shall not apply to buffets. This provision shall not apply to complimented guests.

(Appendix F.)

The fact that service charges are collectively-bargained allows the parties flexibility to tailor this basic approach to circumstances of individual venues. For example, the 2018–2023 collective bargaining agreement between LJEB and Caesars

² NPRM, p. 77471.

³ This phrase or a similar phrase is found in each of the following collective bargaining agreements and is not repeated each time.

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Palace provides:

5.10 Automatic Gratuities.

The Employer shall notify the guests of Café Lago that checks for parties of eight (8) or more do not include a seventeen percent (17%) gratuity. In all dining outlets that provide for an automatic gratuity, all checks shall include an eighteen percent (18%) gratuity for parties of eight (8) or more.

(Appendix G.) This language guarantees that the employer will notify guests at one venue—Café Lago—that voluntary tipping is in place (and effectively suggests what the tip should be), while in other venues it guarantees a large party service charge. In like manner, the 2018–2023 collective bargaining agreement for Bellagio provides:

5.08. Gratuities For Large Groups.

A gratuity of eighteen percent (18%) shall be added to checks for parties of eight (8) or more in all restaurants for guests paying with cash or credit card. This provision shall not apply to complimented guests.

The Parties agree to maintain the large party auto-gratuity per current practice at each outlet, unless large party auto-gratuities are eliminated following completion of the suggested gratuity MOA.

This language recognizes that parties might bargain towards a voluntary tipping model with a suggested gratuity if they determine that doing so is in their mutual self-interest.

II. The Proposed Rule may have unintended consequences on collective bargained-serves charges.

A. The NPRM does not address collectively-bargained service charges, but assumes that management has unilateral discretion over their disposition.

The NPRM does not discuss service charges that are the subject of collective bargaining. To the contrary, it assumes that employers have sole discretion over both the amount and disposition of fees that they impose on customers. This presumption is expressly stated in the discussion of service charges in the restaurant industry. There, the NPRM states that “[a]ll fees imposed by a restaurant, including mandatory service charges, accrue to the restaurant’s owner, and the owner has full discretion regarding the use of these fees, including whether fees are passed on to waitstaff.”⁴ The NPRM reasons that this unilateral discretion leads to consumer

⁴ NPRM p. 77472.

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confusion because the public will reasonably presume that money collected will go to workers who provide the service when that may not necessarily be the case. It states that “many consumers are confused by ‘service’ charges or fees where those fees do not go to service workers. The proposed rule’s prohibition on misrepresenting the nature and purpose of such fees would provide the additional unquantified benefit of lessening consumer confusion around such service charges. This benefit serves both consumers as well as service workers as it increases transparency.”⁵

Concerns for consumer confusion are justified in the nonunion workplace because management there exercises unfettered control over the distribution of service charges. For example, as reported in a California court of appeal decision, a nonunion banquet hall in San Francisco allegedly charged customers a 21% service fee for banquet events, *none* of which went to the workers who provided the service.⁶ Consumers in that circumstance would have no way of knowing that the “service charge” was really a management charge. The court aptly commented that “simply calling something a ‘service charge’ hardly ever explains what it is—or why it is being imposed.”⁷

But this concern is not warranted at unionized workplaces where service charges are the subject of collective bargaining. As the sample contract language set forth above makes clear, an employer subject to a collective bargaining agreement does not have discretion as to how to distribute the money. It belongs to the workers who performed the service. The result is that consumer expectations are aligned with reality and workers receive the expected benefit.

B. The Proposed Rule has the potential to undermine the practice of negotiating service charges.

The Proposed Rule contemplates that operators of hotels, restaurants and other food and beverage establishments will comply with its requirements either by eliminating mandatory service charges or by incorporating them into the menu price of the food and beverage.⁸ But, as shown above, operators that are subject to collective bargaining agreements cannot simply eliminate service charges during the pendency of current collective bargaining agreements. While they might incorporate the charges into the price of the advertised food and beverage, this may have the unintended consequence of undermining the practice of bargaining over them.

⁵ NPRM, p. 77472.

⁶ See *O’Grady v. Merchant Exchange Productions, Inc.*, 41 Cal. App. 5th 771 (2019).

⁷ *Id.* at 780.

⁸ See NPRM, p. 77472.

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1. *Potential impacts of the Proposed Rule on the unionized banquet catering industry.*

The potential negative impact of the Proposed Rule is most clearly foreseeable in the banquet catering industry. To comply with its prohibition against hidden fees, employers will be required either to eliminate service charges in favor of voluntary tipping or to incorporate the charges into the total price advertised of food and beverage on the catering menu.

The first alternative is not available to employers that are subject to collective bargaining agreements requiring that the service charges be levied. While they might seek to negotiate the elimination of these charges upon the expiration of the labor agreement, the process of transitioning from a mandatory service charge model (one that has been in use for decades) to a voluntary tipping model would be highly disruptive. There is no existing practice of voluntary tipping in the banquet catering industry—at least not on the scale necessary to replace existing service charges—and such a practice is not likely feasible in any event. Attendees at a banquet are not the customer; they typically have no idea what the menu price of the food they are consuming is; and they generally do not engage in payment transactions (where tipping is most likely to happen) except on occasions when a cash bar is used.

One can therefore anticipate that employers will incorporate banquet service charges into the prices they list on the catering menu to reflect the total cost of the food or beverage item. In theory, doing so would not eliminate the practice of bargaining over service charges; the employer could simply include the bargained-for charge as a component of the item's total price. But in practice, there is a likelihood that requiring catering menu prices to be all-inclusive would undermine the practice of bargaining over service charges because it would tend to encourage employers simply to substitute hourly wages as the principal mode of compensation for banquet workers. That is, once employers and their customers grow accustomed to all-inclusive pricing, it is foreseeable that employers will resist the idea that they should effectively bargain with the union over the price of their menu offerings. In practically no other context do employers do that. Instead, employers will likely insist on bargaining over just wage rates, retaining to themselves the power to set prices.

Good reasons exist for employers and unions to have focused on service charges as the principal mode of compensation for banquet servers. Paying workers through service charges provides employers with flexibility to reduce staffing during the later hours of a banquet function without prejudicing workers who are released early; they receive a share of the service charge regardless what time they are let off. Typical language to this effect found in the collective bargaining agreement between the LJEB and the Bellagio, LLC:

17.08. Full Function.

No banquet employee eligible for gratuities shall share in gratuities unless he/she

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works the full function; provided, however, that at banquets where clean-up must be delayed until the conclusion of speeches or program, only that number of employees sufficient to do the clean-up work need be retained, and those employees not retained shall nevertheless share in the gratuities.

(Appendix H.) Under an alternative scenario where hourly wages are the mode of compensation instead of service charges, workers would suffer economically by being sent home early because they would less. This would give rise to opposing interests between labor and management where none currently exists. The union would seek to maximize available hours for its members and oppose early releases, while management would seek to reduce hours in order to save money.⁹

The Proposed Rule should not have the unintended consequences of altering solutions that bargaining parties have devised over years to address issues of compensation and staffing. Unlike in the nonunion sector, service charges in the unionized banquet catering industry are guaranteed to go to the workers who provide the service. There is scant likelihood for consumer confusion as a result, and given the ubiquity of such charges, scant likelihood for unfair surprise during the purchasing process.

2. Potential impacts of the Proposed Rule on negotiating service charges in the banquet catering industry.

The NPRM addresses mandatory large party gratuities in the restaurant industry, but does not contemplate the fact that they may be collectively bargained. Rather, it assumes that restaurant management has sole control over the disposition of service charges and that a lack of transparency regarding the purpose of the charges can harm both consumers and service workers. As the above examples show, these concerns are not present where workers are protected by collective bargaining agreements.

While the NPRM contemplates that owners may choose either to retain service charges and incorporate them into menu prices, or eliminate them in favor of voluntary tipping, unionized employers do not have this choice. While they might respond by producing separate large party menus that reflect the base price plus the service charge, this in turn may have unforeseen consequences by incentivizing employers to seek to eliminate service charges altogether. While bargaining parties are free through negotiation to eliminate them in favor of

⁹ Given the longstanding practice of utilizing service charges as the principal mode of compensation, it can be presumed that there are other logical reasons that bargaining parties have favored the approach. For example, workers exercising greater seniority may be able to select events where they believe that the service charge will be higher and therefore better worth their time. Employers may have less exposure to overtime pay liability because the hourly wages they pay are lower. Whatever the array of competing interests, the parties have struck a balance that has been in effect for decades.

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voluntary tipping where they see fit, the decision should be left to the parties. Again, this is because customers are familiar with these charges given their “long-standing usage,”¹⁰ and there is no danger of customer confusion as to where money will go given the lack of management discretion. The problem that the rule seeks to solve has already been solved.

III. The Proposed Rule should exempt collectively-bargained service charges.

President Biden stated in Executive Order 14025 that “it is the policy of my Administration to encourage worker organizing collective bargaining.”¹¹ The Administration’s priority to encourage collective bargaining should “include actions reflecting the federal government’s role as a policymaker, by shaping how executive agencies make decisions about partners with whom they engage [and] the regulations and other policies they institute.”¹² Consistent with this policy, the Proposed Rule should be modified to preserve longstanding practices in collective bargaining regarding the negotiation of service charges.

Unions and employers in unionized workplaces have long bargained over mandatory service charges. These charges constitute a substantial portion of many workers’ income, particularly in the banquet catering industry where they in fact constitute a substantial *majority* of income. Agreements regarding these charges provide for transparency in their calculation and distribution, and are accompanied by grievance and arbitration provisions that provide a ready recourse for workers to enforce their rights. Moreover, the charges are not ones that are likely to confuse consumers. Banquet service charges are the subject of discussion at the time that the banquet event is negotiated and booked, and the consumer has ample opportunity to decide whether to consent to the purchase. Large party gratuities in restaurants are also familiar to customers, and the fact that the charges are collectively-bargained brings customer expectations that the money will go to workers into alignment with reality.

Inasmuch as these practices are already working, the Proposed Rule should exempt from its coverage service charges that are expressly set forth in collective bargaining agreements. Otherwise, the Proposed Rule may destabilize existing collective bargaining agreements because the charges cannot simply be eliminated at the employer’s discretion. While employers can resort to incorporating the collectively-bargained service charges into the total advertised price, this will quite likely disincentivize employers from bargaining over service charges, as opposed to over hourly wages. This is true most particularly in the case of workers in the banquet catering industry.

¹⁰ NPRM, p. 77472.

¹¹ Executive Order 14025 of April 26, 2021.

¹² White House Task Force on Worker Organizing and Empowerment, Report to the President, 2022, p. 1 (italics in original deleted).

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The foregoing concerns do not exist in nonunionized workplaces, and there remain legitimate reasons for the Proposed Rule to apply there. First, there is obviously no concern for undermining established collective bargaining agreements at nonunion workplaces: they do not exist. Second, the danger of consumer confusion exists for service charges that are not subject to collective bargaining because employers retain discretion as to what to do with them. They may pass them on to workers or not, as they choose. Thus, menu prices in nonunion establishments should reflect the service charges lest customers mistakenly believe that the money will go to workers who provide the service when in reality they may not. By like measure, mandatory fees at unionized workplaces that are not subject to collective bargaining (such, for example, as resort fees, ticketing fees or facilities fees) likewise pose no risk to collective bargaining. To that extent, UNITE HERE has no opposition to the Proposed Rule.

IV. Conclusion

For the foregoing reasons, the Proposed Rule should exempt service charges that are set forth in collective bargaining agreements.

Very truly yours

A handwritten signature in black ink, appearing to read "Eric B. Myers", with a stylized, flowing script.

Eric B. Myers

Enclosures

APPENDIX A

Mar. 1. 1968

Agreement

LAS VEGAS RESORT HOTELS

And

**LOCAL JOINT EXECUTIVE
BOARD OF LAS VEGAS**

Representing

**CULINARY WORKERS UNION
LOCAL 226**

and

BARTENDERS UNION, LOCAL 165

Affiliates of

**HOTEL & RESTAURANT EMPLOYEES
AND BARTENDERS INTERNATIONAL UNION
AFL-CIO**

1967

1970



(e) Mopping of floors shall be the duty of porters and miscellaneous workers and no others.

(f) Sufficient linen must be supplied to the maids on their respective stations and proper equipment shall be furnished.

(g) Room service waiters and bus boys shall be responsible for delivery and removal of service to and from rooms.

(h) The Employer shall furnish rubber aprons and boots for any employee required to use steam or water hose.

(i) Bartenders and bar boys shall not be required to do general porter work. Bartenders and bar boys may not take cash for food checks or serve food.

(j) Union buttons may be worn on the job at all times.

(k) Except for casino pit, stations for waiters and waitresses shall be rotated equitably at least on a bi-weekly basis, if qualified.

Section 26. BANQUETS:

(a) A banquet shall be deemed to be any function which has been regarded and paid at the banquet rate according to the custom and usage of the trade, including cocktail parties.

(b) Waiters and waitresses hired for banquets shall receive two-dollars (2.00) per hour with a minimum of two hours for breakfasts, cold lunches and buffets; a minimum of three hours for hot luncheons; a minimum of four hours for dinners; and in all cases one meal.

(c) On all banquets it is obligatory on the Employer that a 15 percent service charge of the total charges shall be paid to waiters and waitresses, bus boys and captains in addition to the designated wages.

(d) When an Employer or his representative orders a banquet worker to report for work and said employee is not allowed to work, the Employer shall pay the employee in accordance with the minimum hours provided in subsection (b). This shall not apply to an employee reporting in a condition which obviously prevents the proper performance of the normal duties of the employee.

(e) Regularly employed persons shall not work on banquets unless the Union is unable to furnish extra banquet workers.

(f) All gratuities, whether for banquets or otherwise, belong to the employees and no part of the gratuities belong to the Employer or any representative of the Employer, and are not a part of the basic wage established by this Agreement. The distribution of gratuities among banquet workers shall be determined by the employees and the Union. All gratuities for banquets, as defined, shall be forwarded to the Union along with the names of the banquet workers and social security numbers within 24 hours after the event.

(g) No bus boys or bus girls are required to work banquets. If used, bus boys and bus girls hired for banquets shall receive not less than \$2.25 per hour in accordance with the minimum hours provided in subsection (b) and one meal.

(h) Bartenders and bar boys called to work banquets or parties where waitresses or waiters are not employed shall be entitled to 15 percent of the bar check. It is obligatory upon the Employer to add such charges to the employees' wages.

(i) BREAKFASTS AND LUNCHEONS—Before 4 p.m. (TABLE SERVICE). A waiter or waitress, if qualified, shall not be required to serve more

APPENDIX B

COLLECTIVE BARGAINING

AGREEMENT

between

NEVADA RESORT ASSOCIATION

Representing

DOWNTOWN HOTELS AND CASINOS

and

**LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS,
CULINARY WORKERS UNION, LOCAL NO. 226,
and BARTENDERS UNION, LOCAL NO. 165**

affiliates of

**HOTEL & RESTAURANT EMPLOYEES
AND BARTENDERS INTERNATIONAL
UNION, AFL-CIO**

1980

DOWNTOWN

1984

Notwithstanding the foregoing sentences of this section, bus persons may be employed for a cafeteria or full self-service type operation without the employment of a food server, and shall be paid the Cafeteria Bus Person rate set forth in Exhibit 2; provided that no guaranteed gratuities shall be payable by the Employer to bus persons employed for such an operation.

16.29. Usher: An usher is an employee who seats guests in a specially designed facility with theater-style seating in which plays, concerts and/or other types of musical entertainment are presented, and in which no food or beverage service is provided.

ARTICLE 17 BANQUETS:

17.01. Definition. A banquet shall be deemed to be any function which has been regarded and paid at the banquet rate according to the custom and usage of the trade, including cocktail parties. Steady extra banquet employees are banquet employees carried by the Employer on his regular payroll and used by the Employer as needed. Steady extra banquet employees shall be covered by the provisions of this Article 17 and, in addition, by Articles 6, 11, 21, 22, 26 and 27; provided, however, that (1) vacation pay under Article 11 shall be prorated on the basis of the time actually worked for the Employer by such employees, and (2) seniority under Article 21 shall be for purposes of layoff and recalls only, and shall be applicable only as among the Employer's steady extra banquet employees.

17.02. Service Charge. On all banquets it is obligatory on the Employer, except where the Employer now has a different prior commitment, that a sixteen percent (16%) service charge of the total charges for food and beverage shall be paid to the food servers, cocktail servers, captains and banquet or catering managers who have a current captain's book and work the function, in addition to the designated wages. This distribution of such gratuities shall be in accordance with paragraph 1 of Exhibit 4 attached to

designated for any other reason.

17.05. Distribution Of Gratuities. All gratuities, whether for banquets or otherwise, belong to the employees and no part of the gratuities belong to the Employer or any representative of the Employer (other than banquet or catering managers as provided in Section 17.02) and are not a part of the basic wage established by this Agreement. The distribution of gratuities among banquet workers shall be in accordance with Exhibit 4 attached to and made a part of this Agreement. The Employer shall exert its best efforts to make available to the Union by 3:00 P.M. of the day following the banquet function all wages and gratuities for banquets, a breakdown of the distribution of gratuities for all food and beverage, the name and date of the banquet function and room where held, the total price for all food and beverage, the number of guests in attendance, and the names and social security numbers of the banquet workers; provided, however, that where a banquet worker works banquet functions at the same hotel on successive days, his wages and gratuities for said functions may be forwarded or made available on the day following the last successive banquet function which he works.

17.06. Bus Persons. Bus Persons employed for weekend brunches, as provided in Section 17.03, shall receive, effective April 2, 1980, \$4.65 per hour; effective April 2, 1981, \$5.00 per hour; effective April 2, 1982, \$5.35 per hour; effective April 2, 1983, \$5.65 per hour.

17.07. Cocktail Parties At cocktail parties only, including those preceding a banquet and including those where only hors d'oeuvres are served, and where food servers or cocktail servers are employed solely for the cocktail party, gratuities shall be distributed, in accordance with paragraph 2 of Exhibit 4 attached to and made a part of this Agreement, only among bartenders, food servers, cocktail servers, and captains and host persons who work the cocktail party, except that bartenders shall not participate in gratuities where food servers or cocktail servers serve customers from a regularly established service bar.

EXHIBIT 4

DISTRIBUTION OF GRATUITIES

1. Fourteen percent (14%) of the total gratuity of a banquet function, other than a cocktail party as defined in Section 17.07, shall be divided evenly among captains, and banquet or catering managers (who meet the requirements of Section 17.02), who work the function. Eighty-six percent (86%) of the total gratuity shall be divided evenly among food servers and cocktail servers who work the function.

2. On cocktail parties, as defined in Section 17.07, fourteen percent (14%) of the total gratuity shall be divided evenly among captains who work the cocktail party. Eighty-six percent (86%) of the total gratuity shall be divided evenly only among food servers or cocktail servers, as the case may be, and bartenders who work the cocktail party.

EXHIBIT 5

Re: Section 1.03 (c)

Section 1.03 (c) shall apply to any new positions having responsibilities over bargaining unit persons which positions would be supervisory under the National Labor Relations Act. Persons in such classifications shall perform no bargaining unit work except such occasional work as is reasonably connected with or incidental to the proper and orderly conduct of the hotel operations they are supervising.

APPENDIX C

**COLLECTIVE BARGAINING
AGREEMENT**

between

MANDALAY RESORT GROUP

dba

MANDALAY BAY

and

**LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS**

1999

2002

the Cocktail Servers may place the glasses in some other proximate location, to be designated by the Hotel.

3. Cocktail Servers will not be required to clean or maintain the sink which is adjacent to the glass washing machine, nor will they be required to clean, load with soap or otherwise service or maintain the dishwashing machine;

4. The Agreement does not prohibit any Cocktail Server from voluntarily racking clean glasses if he/she so desires, or from voluntarily removing clean glasses from the washing machine for use, as needed.

5. None of the other duties or functions of Cocktail Servers not specifically discussed here are affected in any way by this Agreement.

No Employer which does not now utilize automatic glass washing machines shall utilize them during the term of the contract.

ARTICLE 17: BANQUETS

17.01. Definition.

A banquet shall be deemed to be any function which has been regarded and paid at the banquet rate according to the custom and usage of the trade, including cocktail parties. Steady extra banquet employees are banquet employees carried by the Employer on its regular payroll and used by the Employer as needed. Steady extra banquet employees shall be covered by the provisions of this Article 17 and, in addition, by Articles 6, 11, 20, 21, 25 and 26; provided, however, that (1) vacation pay under Article 11 shall be prorated on the basis of the time actually worked for the Employer by such employees, and (2) seniority under Article 20 shall be for purposes of layoff and recalls only, and shall be applicable only as among the Employer's steady extra banquet employees.

17.02. Service Charge.

(a) On all banquets it is obligatory on the Employer, that a seventeen percent (17%) service charge of the total charges for food and beverage shall be paid to the Food Servers, Cocktail Servers, Bus Persons, Captains, Host Persons and Banquet or Catering Managers who have a current Captain's book and work the function, in addition to the designated wages. This distribution of such gratuities shall be in accordance with paragraph 1 of Section 17.05(b). The Employer shall post in a conspicuous place available to banquet employees, prior to or during the banquet function, the menu, the number of guests, the name of the group, and the price charged for the food and beverage. If a server is designated by the Employer to act as Captain or Host Person for a banquet, he/she shall be paid the Captain or Host Person rate and shall share in the distribution of gratuities as a Captain or Host Person.

(b) House sponsored promotional events for which no charges are made to the customer shall be exempted from provisions of 17.02(a). Servers working such an event shall receive a guaranteed gratuity of seventeen percent (17%) of the menu price not to exceed one hundred fifty dollars (\$150.00) per server. The Employer at their sole discretion can increase the guaranteed gratuity for any Employer sponsored event.

Should a "B-1" list employee elect to take other employment and not be available for any length of time for this reason, they will be removed from the "B-1" list and placed on the "B-2" list. If in the future they elect to return to the "B-1" list, they will be placed at the bottom of the "B-1" list regardless of the fact they may have an earlier seniority date.

17.04. Reporting Pay.

(a) When the Employer or its representative orders a banquet worker to report for work and said employee is not allowed to work, the Employer shall pay the employee the minimum compensation provided in Section 17.07; provided, however, that the above provision of this Section does not apply to any employee reporting in a condition which obviously prevents the proper performance of the normal duties by the employee, to employees who report to work without a valid health card or other documents that may be required by Local, State or Federal law, to employees who previously have been designated in writing by the Employer to be unsatisfactory because of the commission of the kind of offense listed in Section 6.01(a) or, for a six (6) month period, to employees who previously have been validly so designated for any other reason.

(b) The Union shall not under Article 2 refer to the Employer, persons whom the Employer previously has designated in writing to be unsatisfactory because of inability to do the work properly.

17.05. Distribution of Gratuities.

(a) All gratuities, whether for banquets or otherwise, belong to the employees in accordance with the provisions of Section 17.05(b), and no part of the gratuities belong to the Employer or any representative of the Employer (other than Banquet or Catering Managers as provided in Section 17.02) and are not a part of the basic wage established by this Agreement. The distribution of gratuities among banquet workers shall be in accordance with Section 17.05(b). The Employer shall exert its best efforts to make available to the Union by 3:00 p.m. of the day following the banquet function all wages and gratuities for banquet workers, a breakdown of the distribution of gratuities for all food and beverage, the name and date of the banquet function and room where held, the total price for all food and beverage, the number of guests in attendance, and the names and Social Security numbers of the banquet workers; provided, however, that where an extra banquet worker works banquet functions at this hotel on successive days, his/her wages and gratuities for said functions may be forwarded or made available on the day following the last successive banquet function which the extra banquet worker works.

(b) 1. Fourteen percent (14%) of the total gratuity of a banquet function, other than a cocktail party as defined in Section 17.06 and events discussed in Sections 17.02(b), 17.02(c) and 18.02(d), shall be divided evenly among Captains, Host Persons, and Banquet or Catering Managers (who meet the requirements of Section 17.02), who work the function. The Employer may determine the distribution of the even share allocated to the Banquet or Catering Managers. Eighty-six percent (86%) of the total gratuity shall be divided evenly among Food Servers and Cocktail Servers.

2. On cocktail parties, as defined in Section 17.06, fourteen percent (14%) of the total gratuity shall be divided evenly among Captains and Host Persons who work the cocktail party. Eighty-six percent (86%) of the total gratuity shall be divided evenly only among

Food Servers or Cocktail Servers, as the case may be, and Bartenders who work the cocktail party.

17.06. Cocktail Parties.

At cocktail parties only, including those preceding a banquet and including those where only hors d'oeuvres are served, and where Food Servers or Cocktail Servers are employed solely for the cocktail party, gratuities shall be distributed, in accordance with paragraph 2 of Section 17.05(b)(1) & (2), only among Bartenders, Food Servers, Cocktail Servers, and Captains and Host Persons who work the cocktail party except that Bartenders shall not participate in gratuities where Food Servers or Cocktail Servers serve customers from a regularly established service bar.

17.07. Banquet Minimums and Limitations.

(a) Breakfasts: Two (2) hours minimum. A Food Server shall not be required to serve more than twenty-five (25) customers and for each additional person shall receive fifty cents (50¢) in addition to his/ her regular wages.

(b) Luncheons: Three (3) hours minimum. A Food Server shall not be required to serve more than twenty-five (25) customers and for each additional person shall receive fifty cents (50¢) in addition to his/her regular wages.

(c) Dinners: Four (4) hours minimum. A Food Server shall not be required to serve more than twenty-two (22) customers and for each additional person shall receive sixty cents (60¢) in addition to his/her regular wages.

(d) Buffets:

1. Breakfasts: Two (2) hours minimum.

2. Luncheons: Three (3) hours minimum.

3. Dinners: Four (4) hours minimum.

A buffet is a regular meal (breakfast, luncheon or dinner) where guests are served or serve themselves from a display of foods, provided, however, that for purposes of this Article, a buffet not be deemed to include buffets, cocktail buffets or other meals offered regularly to the public and served by regular employees.

4. There shall be no limit on the number of customers a Food Server may be required to serve at a buffet.

5. On banquet buffets, Food Servers shall be responsible for all food and beverage fountain set ups, replenishment of same and breakdown.

(e) Work performed in excess of the minimum shifts set forth above shall be paid at the hourly rates set forth in Exhibit 1.

APPENDIX D

COLLECTIVE BARGAINING AGREEMENT

between

EASTSIDE CONVENTION CENTER, LLC

dba

CAESARS FORUM

and

**LOCAL JOINT EXECUTIVE BOARD OF LAS
VEGAS**

2021 - 2023

16.10. Knife Sharpening.

The Employer shall sharpen or pay a service to sharpen knives for Cooks, Butchers, Bakers and Pantry Workers at least once a month.

16.11. Parking.

The Employer shall provide for employees, without charge, a paved parking area on the Employer's premises or on property in a reasonable proximity to the Employer's premises. Access to the parking area must be by way of a paved area. Employee shall be responsible for replacement cost of the parking entry card. Employer may not charge an employee more than the actual replacement cost of that card. During hours of darkness, the employees' parking area shall be well lighted, and shall either (1) be patrolled at least once each half-hour by a security officer, or (2) shall have a security officer assigned full-time to that area at a central observation point or at a single entrance-exit point.

16.12. Work Record.

(a) If the Employer is currently utilizing time clocks for employees covered by this Agreement, it shall continue to do so; and if the Employer has three hundred (300) or more guest rooms and is not currently utilizing time clocks, it shall, within sixty (60) days after the effective date of this Agreement, commence to do so and shall require all employees to punch in prior to the commencement of any work and to punch out after work. Time card records will be made available to the Union on any grievance concerning a violation of this Section.

(b) The Employer may utilize or adopt a mechanical or electronic time recording system other than a time clock. In such case, employees provided with an identification card or other instrument for operating the time recording device shall be responsible for same, provided that the Employer may not charge an employee more than the actual replacement cost of a lost identification card, name badge or other instrument. Employees claiming to have forgotten their identification card or other time recording instrument when reporting for work may not be sent home if they have not previously reported without such card or instrument within the preceding ninety (90) days.

16.13. Transparency.

All schedules for Food and Beverage employees shall identify whether employees are working a scheduled shift or whether an employee is covering another employee's shift for each of the following reasons: vacation, any form of leave of absence, and personal time off.

ARTICLE 17: BANQUETS

17.01. Definition.

A banquet shall be deemed to be any function which has been regarded and paid at the banquet rate according to the custom and usage of the trade, including cocktail parties. Banquets are serviced by Steady Extra banquet employees except where the Employer needs additional employees from an outside source, such as the D-List, or Union dispatched employees. Steady extra banquet employees are banquet employees carried by the Employer on its regular payroll and used by the Employer as needed. Steady extra banquet employees shall be covered by the provisions of this Article 17 and, in addition, by Articles 6, 11, 20, 21, 25 and 26; provided, however, that (1) vacation pay under Article 11 shall be prorated on the basis of the time actually worked for the Employer by such employees, and (2) seniority under Article 20 shall be for

purposes of layoff and recalls only, and shall be applicable only as among the Employer's steady extra banquet employees. Every A-List banquet server is required in order of classification seniority to choose at least five in-house VIP functions each year, from a list provided by management in the preceding December, in addition New Year's Eve and Superbowl will be two of the five contractually-allowed black-out dates.

17.02. Service Charge.

(a) On all events where banquet employees are utilized it is obligatory on the Employer that a fifteen point four eight percent (15.48%) service charge of the total charges for food and beverage shall be paid to the Food Servers and Bartenders that work the function, in addition to the designated wages. This distribution of such gratuities shall be in accordance with Section 17.04. The Employer shall post in a conspicuous place available to banquet employees, prior to or during the event where banquet employees are utilized, the menu, the number of guests, the name of the group, and the price charged for the food and beverage.

(b) House sponsored promotional events for which no charges are made to the customer shall be exempt from provisions of 17.02(a). Servers and Bartenders working such an event shall receive a guaranteed gratuity of 15.48% of the menu price not to exceed \$200.00 per employee.

(c) **Exception.** House sponsored events for employees or employees and their guests shall be exempted from the provisions of 17.02(a). Servers and Bartenders working such an event shall receive a guaranteed gratuity of the rate of 15.48% of the Employer's cost not to exceed \$200.00 per Server and Bartender.

(d) Servers and Bartenders working an in-house Super Bowl or New Year's Eve event shall receive a minimum guaranteed gratuity of \$400.00 per Server and Bartender.

17.03. Reporting Pay.

(a) When the Employer or its representative orders a banquet worker to report for work and said employee is not allowed to work, the Employer shall pay the employee the minimum compensation provided in Section 17.05; provided, however, that the above provision of this Section does not apply to any employee reporting in a condition which obviously prevents the proper performance of the normal duties by the employee, to employees who report to work without a valid health card or other documents that may be required by Local, State or Federal law, to employees who previously have been designated in writing by the Employer to be unsatisfactory because of the commission of the kind of offense listed in Section 6.01(a) or, for a six (6) month period, to employees who previously have been validly so designated for any other reason.

(b) The Union shall not under Article 2 refer to the Employer, persons whom the Employer previously has designated in writing to be unsatisfactory because of inability to do the work properly.

17.04. Distribution of Gratuities.

(a) All gratuities, whether for banquets or otherwise, belong to the employees in accordance with the provisions of Section 17.10, 17.13, 17.14, 17.15, and no part of the gratuities belong to the Employer or any representative of the Employer and are not a part of the basic wage established

by this Agreement. The distribution of gratuities among banquet workers shall be in accordance with Sections 17.09, 17.12, 17.13 and 17.14 below. The Employer shall exert its best efforts to make available to the Union by 3:00 p.m. of the day following the banquet function a breakdown of the distribution of gratuities for all food and beverage, the name and date of the banquet function and room where held, the total price for all food and beverage, the number of guests in attendance, and the names of the banquet workers. Wages and gratuities will be made available in accordance to Article 5 and will be paid bi-weekly.

(b) **Transparency.**

The Employer shall keep a record of each banquet event which includes, but is not limited to, the following information: (1) the name of the event, (2) the name of each server who worked the event, (3) the gratuities earned by each server for that event. This record shall be kept in a notebook in the banquet office and all banquet employees shall have access to the notebook to review. Such records shall be maintained for 30 days.

The Employer shall also post in a conspicuous place available to banquet employees, prior to or during the banquet function, the menu, the number of guests, any changes in the group number of guests, the name of the group, the price charged for the food and beverage, final consumption total on each function, and distribution of gratuity.

17.05. Banquet Minimums and Limitations.

(a) **Breakfasts:** Two (2) hours minimum. A Food Server shall not be required to serve more than twenty-five (25) customers and for each additional person shall receive fifty cents (50¢) in addition to his/her regular wages.

(b) **Luncheons:** Three (3) hours minimum. A Food Server shall not be required to serve more than twenty-five (25) customers and for each additional person shall receive fifty cents (50¢) in addition to his/her regular wages.

(c) **Dinners:** Four (4) hours minimum. A Food Server shall not be required to serve more than twenty-two (22) customers and for each additional person shall receive sixty cents (60¢) in addition to his/her regular wages.

(d) **Buffets:**

1. Breakfasts: Two (2) hours minimum.
2. Luncheons: Three (3) hours minimum.
3. Dinners: Four (4) hours minimum.

A buffet is a regular meal (breakfast, luncheon or dinner) where guests are served or serve themselves from a display of foods; provided, however, that for purposes of this Article, a buffet shall not be deemed to include buffets, cocktail buffets or other meals offered regularly to the public and served by regular employees.

APPENDIX E

COLLECTIVE BARGAINING AGREEMENT

between

MANDALAY CORP.

dba

MANDALAY BAY RESORT AND CASINO

and

**LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS**

2018 - 2023

4.03. Employee Information.

To permit the Union to properly and efficiently carry out its responsibilities, the Employer shall provide the following information to the Union:

- (a) By the tenth (10th) day of each month, a list of all employees hired into the bargaining unit during the preceding month, including each employee's name, social security number, date of birth, ethnicity, sex, address, phone number, department, job title, hire date, Article 10 category.
- (b) By the tenth (10th) day of each month, a list of all bargaining unit employees terminated, placed on leave of absence or transferred out of the bargaining unit, and of all employees transferred into the bargaining unit, during the preceding month including each employee's name, social security number, date of birth, ethnicity, sex, and the date(s) of such personnel transactions, and the expected date of return for leaves of absence.
- (c) The reports described in subsections (a) and (b) shall be sent to the Union by fax or mail or downloaded from the Company's FTP site by the Union or uploaded by the Company to the Union's FTP site or via email; after the Union has demonstrated to the Employer that the proper "PGP" security encryption measures exist in the Union's network.
- (d) The Employer shall furnish the Union with a quarterly list of all employees in the bargaining unit, including each employee's name, social security number, department, job title, home address, phone number, status (full time, part time, etc.) and date of hire, date of birth and ethnicity. Data regarding employee ethnicity will not be shared with any person, media or entity outside the Union and employee benefit funds. The Union agrees to sign a confidentiality form pertaining to the use of such data. This report shall be in an Excel spreadsheet or in a formatted text like .csv format containing header information in any one of the following media:

- 1. Downloaded by the Union from the Company's FTP site;
- 2. Uploaded by the Company to the Union's FTP site;
- 3. Via e-mail transmission (See 4.03(c) above);
- 4. CDROM.

ARTICLE 5: SALARIES AND WAGES

5.01. Weekly Payment.

Regular employees shall be paid weekly, provided that if the Employer's practice in the past has been to pay semi-monthly or bi-weekly it may continue to do so. Effective the first full pay period in June 2014, the Employer may require that all payments for wages be made by direct deposit into an employee's bank account as designated by the employee or on a designated pay card chosen by the Employer. Paystubs shall be available to the employee and (other than for employees in "open" classifications) must show the number of hours paid for in that pay period, broken down by straight-time and overtime hours. Records on the source and dates of gratuities included on paychecks shall be made available to the employees on request.

5.02. Gratuities.

All gratuities left by customers are the property of the employees exclusively, and no Employer or department heads not covered by this Agreement shall take any part of such gratuities or credit the

same in any manner toward the payment of an employee's wages. Cash gratuities left by guests checking out of rooms shall be the property of Guest Room Attendants unless otherwise specified by the guest in writing. Except as provided otherwise in this Agreement, employees shall not be required to divide their gratuities with any other person(s), and they shall not be coerced or discriminated against to cause them to do so. The Employer shall not post or display notices restricting gratuities; provided, however, that where the Employer has special events, sales promotions or other functions where the price charged includes gratuities, the Employer may publish and distribute literature, brochures and tickets for same which contain a notice of statement that gratuities are included in such price, if such notice or statement specifies which classifications of employees receive the gratuities.

Gratuities, regardless of the amount, signed by a registered hotel guest on that guest's individual hotel checks, or by a registered hotel guest or other customer on the guest's individual credit card, shall be paid to the employee in cash either after the end of the shift or immediately prior to the commencement of the employee's next shift, provided that, in the case of gratuities signed on a hotel check, the employee must have followed the Employer's established and published procedure for verifying that the person who signed for the gratuity is a registered hotel guest and is not exceeding his/her established credit limit.

No employee shall solicit gratuities from other employees.

A gratuity of 18% shall be added to checks for parties of eight (8) or more in all full service restaurants for guests paying with cash or credit card. This provision shall not apply to buffets. This provision shall not apply to complimented guests.

5.03. Terminated Employees.

Applicable Laws to Article 5:

(a) NRS 608.020 - Discharge of employee: Immediate payment: Whenever an Employer discharges an employee, the wages and compensation earned and unpaid at the time of such discharge shall become due and payable immediately.

(b) NRS 608.030 - Payment of employee who resigns or quits employment: Whenever an employee resigns or quits his or her employment, the wages and compensation earned and unpaid at the time of the employee's resignation or quitting must be paid no later than:

1. The day on which the employee would have regularly been paid the wages or compensation; or
2. Seven days after the employee resigns or quits, whichever is earlier.

5.04. Delinquencies.

If the Employer becomes delinquent in the payment of wages or is operating in receivership by the Board of Trade or a creditors' committee, or in the case of liquidation or bankruptcy, all salaries accrued become due and must be paid at once. In such cases, the Union reserves the right at any time to demand and receive daily payment of wages to all employees, provided that by mutual agreement of the Employer and the Union such wages due may be deposited in an approved escrow.

APPENDIX F

**COLLECTIVE BARGAINING
AGREEMENT**

between

CIRCUS CIRCUS CASINOS, INC.

dba

CIRCUS CIRCUS LAS VEGAS

and

**LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS**

2018-2023

time and overtime hours. Records on the source and dates of gratuities included on paychecks shall be made available to the employees on request.

5.02. Gratuities.

All gratuities left by customers are the property of the employees exclusively, and no Employer or department heads not covered by this Agreement shall take any part of such gratuities or credit the same in any manner toward the payment of an employee's wages. Cash gratuities left by guests checking out of rooms shall be the property of Guest Room Attendants unless otherwise specified by the guest in writing. Except as provided otherwise in this Agreement, employees shall not be required to divide their gratuities with any other person(s), and they shall not be coerced or discriminated against to cause them to do so. The Employer shall not post or display notices restricting gratuities; provided, however, that where the Employer has special events, sales promotions or other functions where the price charged includes gratuities, the Employer may publish and distribute literature, brochures and tickets for same which contain a notice of statement that gratuities are included in such price, if such notice or statement specifies which classifications of employees receive the gratuities.

Gratuities, regardless of the amount, signed by a registered hotel guest on that guest's individual hotel checks, or by a registered hotel guest or other customer on the guest's individual credit card, shall be paid to the employee in cash either after the end of the shift or immediately prior to the commencement of the employee's next shift, provided that, in the case of gratuities signed on a hotel check, the employee must have followed the Employer's established and published procedure for verifying that the person who signed for the gratuity is a registered hotel guest and is not exceeding his/her established credit limit.

No employee shall solicit gratuities from other employees.

A gratuity of 18% shall be added to checks for parties of eight (8) or more in all full service restaurants for guests paying with cash or credit card. This provision shall not apply to buffets. This provision shall not apply to complimented guests.

5.03. Terminated Employees.

(a) Applicable Laws to Article 5, Section 608.020 - Discharge of employee - Immediate payment: Whenever the Employer discharges an employee, the wage and compensation earned and unpaid at the time of such discharge shall become due and payable immediately.

(b) Section 608.030 - Payment of employee who resigns or quits employment: Whenever an employee resigns or quits his or her employment, the wages and compensation earned and unpaid at the time of the employee's resignation or quitting must be paid no later than:

1. The day on which the employee would have regularly been paid the wage or compensation; or
2. Seven days after the employee resigns or quits, whichever is earlier.

5.04. Delinquencies.

If the Employer becomes delinquent in the payment of wages or is operating in receivership by the Board of Trade or a creditors' committee, or in the case of liquidation or bankruptcy, all salaries accrued become due and must be paid at once. In such cases, the Union reserves the right at any time to demand and receive daily payment of wages to all employees, provided that by mutual agreement of the Employer and the Union such wages due may be deposited in an approved escrow.

5.05. Deductions and Donations.

(a) No employee shall be required to subscribe to any form of insurance or to make contributions or suffer any deductions from wages without written authorization of such employee, except as may be required by law.

(b) There shall be no automatic cash deductions from an employee's wages for any cash shortage until after consultation with the employee and the responsibility for the shortage has been established by the Employer; provided, however, that prior to any such deductions the employee may have the Union review the case with the Employer. When any said deduction is permitted under the preceding sentence, then, in no event shall the deduction be delayed beyond the latter of five (5) days or the next paycheck due after the employee is notified of the intent to deduct. The Employer shall notify an employee in writing immediately after its determination that a cash shortage exists for which it intends to deduct the shortage from the employee in accordance with the preceding sentence unless the matter is otherwise resolved.

(c) So long as Food Servers observe the Employer's published procedure governing walkouts, there will be no automatic cash deductions from employees' wages pending an investigation.

5.06. Superior Workmen.

The wage scales in this Agreement are minimum scales and do not prohibit the Employer from paying higher wages. It is specifically agreed that employees compensated at said higher wage rates may be returned to the scales published herein at the sole discretion of the Employer. Employees paid Superior Workmen rates shall have their wages increased by amounts of not less than the increases in the minimum wage scales as specified in Exhibit 1, attached to and made part of this Agreement, for the classifications in which they are employed.

5.07. Combination Jobs.

(a) When an employee works in two or more classifications in any day, he/she shall be paid for that day at the rate of pay for the highest classification, provided that this shall not apply in cases of relief for meal and rest periods.

(b) The Employer shall have the right to discuss with the Union, during the term of this Agreement, combining job classifications and the Union agrees to discuss and consider any job classification combinations proposed by the Employer.

5.08. Equal Pay.

The wage scales set forth in Exhibit 1 shall apply equally to male and female employees covered by this Agreement.

APPENDIX G

COLLECTIVE BARGAINING AGREEMENT

between

DESERT PALACE, INC.

dba

CAESARS PALACE

and

**LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS**

2018 - 2023

In any new showroom opened which does not result in a full or partial diminution of work opportunities in an existing showroom, the Employer may institute a (Ticketron-type) system without the guarantee described above for existing facilities, but with the same provisions for presentation of checks and/or guaranteed gratuities on food and beverage.

The Employer agrees to negotiate with the Union regarding the effects on any employee whose position is displaced in connection with the introduction of a "Ticketron-type" system.

5.10. Automatic Gratuities.

The Employer shall notify the guests of Café Lago that checks for parties of eight (8) or more, do not include a seventeen percent (17%) gratuity. In all dining outlets that provide for an automatic gratuity, all checks shall include an eighteen percent (18%) gratuity for parties of eight (8) or more.

ARTICLE 6: DISCIPLINE

6.01. Cause for Discharge.

(a) No regular employee or steady extra, after having completed the probationary period under Section 20.01, shall be discharged except for just cause except as provided for in 10.07(a). Prior to any discharge for reasons other than dishonesty, incompetence, willful misconduct, drunkenness, drinking on the job, being under the influence of a controlled substance on duty, unlawful possession of a controlled substance, or using a controlled substance at any time while on the Employer's premises, unlawful sale of a controlled substance, refusing to submit to testing for drug or alcohol usage in accordance with the provisions of Section 6.01(b) of this Agreement, serious improper behavior or discourtesy toward a customer or guest, insubordination, failure to report for work without just cause, or walking off the job during a shift, such an employee must be given a written warning and a reasonable opportunity to correct the deficiency. The above provisions relating to controlled substances will not apply to medicine lawfully prescribed for the employee using the substance by a licensed physician and used in accordance with the prescription. Upon the discharge or suspension of any employee for reasons other than dishonesty, the reason therefore shall be given to the employee in writing, and a legible copy thereof shall be mailed or given to the Union within seventy-two (72) hours after the discharge or suspension. When an employee is discharged or suspended for willful misconduct, the notice shall contain the specific conduct or offense deemed by the Employer to constitute willful misconduct. Upon request by the Union, legible copies of all documents relied upon by the Employer in making the discharge or suspension, including copies of any written complaints or reports concerning the employee, either by a customer, an outside agency, or by the Employer's own employees, and copies of any relevant cash register tapes, shall be furnished to the Union within three (3) working days after such request. The names and addresses of customers who make written complaints against an employee shall be furnished to the Union on request if such are relied on by the Employer as a basis for discharge or suspension of the Employee. A statement based on a complaint that first appeared on a social media site, e.g., YELP, Trip Advisor, etc., where the guest identifies the employee by name, or the company has sufficient information from the social media post and the guest to clearly identify the employee using the Employer's systems and/or records, and where the Employer had sufficient information to allow it to contact the guest to verify the guest's identity, may be handled the same

APPENDIX H

**COLLECTIVE BARGAINING
AGREEMENT**

between

BELLAGIO, LLC

and

**LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS**

2018 - 2023

shall be operated by Utility Porters who shall be provided with proper respiratory protection equipment.

(i) For security purposes, if a guest declines housekeeping service for twenty-four (24) hours, a security officer or other management representative shall conduct a guest health and welfare check of the room within the next twenty-four (24) hours. An additional welfare check by a security officer or other management representative will be conducted after each additional twenty-four (24) hours of refused housekeeping service. After a guest has refused service for forty-eight (48) consecutive hours, the Employer will require that the guest allow the room to be cleaned by Housekeeping.

ARTICLE 17: BANQUETS

17.01. Definition.

A banquet shall be deemed to be any function which has been regarded and paid at the banquet rate according to the custom and usage of the trade, including cocktail parties. Steady extra banquet employees are banquet employees carried by the Employer on its regular payroll and used by the Employer as needed. Steady extra banquet servers shall be covered by the provisions of this Article 17 and, in addition, by Articles 6, 11, 20, 21, 25 and 26; provided, however, that (1) vacation pay under Article 11 shall be prorated on the basis of the time actually worked for the Employer by such employees, and (2) seniority under Article 20 shall be for the purpose of layoff and recalls only, and shall be applicable only as among the Employer's steady extra banquet employees. Banquet employees shall not be covered by Article 9, including but not limited to the provisions for shift or weekly overtime in Section 9.01.

17.02. Service Charge.

(a) On all banquets, it is obligatory on the Employer that a nineteen percent (19%) service charge of the total charges for food and beverage shall be paid to the Food Servers, Cocktail Servers, Bus Persons who work the function, in addition to the designated wages. This distribution of such gratuities shall be in accordance with Section 17.05. The Employer will review the service charge annually based on competitive market data. Once the data is compiled, the Employer will share the information with the Union.

(b) Employer sponsored promotional events for which no charges are made to the customer shall be exempted from provisions of 17.02(a). Servers/Bartenders working such an event shall receive a guaranteed gratuity of eighteen percent (18%) based on current practice, not to exceed two hundred and twenty-five dollars (\$225) per Server/Bartender. The Employer at their sole discretion can increase the capped gratuity for any Employer sponsored event. The cap shall be paid for each event. The cap will be applied for each meal period/function shift regardless if it is on the same BEO or not.

(c) Servers and Bartenders working an in-house New Year's Eve and/or Chinese New Year's Gala Event shall receive a minimum guaranteed gratuity of \$450.00 per Server and Bartender per event. Servers and Bartenders working the in-house Big Game event shall receive a minimum guaranteed gratuity of \$300.00 per Server and Bartender per event.

A Buffet is a regular meal (breakfast, luncheon or dinner) where guests are served or serve themselves from a display of foods; provided, however, that for purposes of this Article, a buffet shall not be deemed to include buffets, cocktail buffets or other meals offered regularly to the public and served by regular employees.

4. There shall be no limit on the number of customers a Food Server may be required to serve at a buffet.

(e) Work performed in excess of the minimum shifts set forth above shall be paid at the hourly rates set forth in Exhibit 1.

17.08. Full Function.

No banquet employee eligible for gratuities shall share in gratuities unless he/she works the full function; provided, however, that at banquets where clean-up must be delayed until the conclusion of speeches or program, only that number of employees sufficient to do the clean-up work need be retained, and those employees not retained shall nevertheless share in the gratuities.

17.09. Bartenders.

(a) Bartenders assigned to work a banquet function shall be employed or paid for not less than four (4) hours for each banquet function. Banquet Bartenders are responsible for transporting liquor, all setup, ice, glassware and breakdown work in the banquet room. Apprentice Bartenders, Bar Porters, or Convention Porters will be responsible for transporting portable bars to and from work areas.

17.10. Banquet Training and Work.

It is the objective of the Employer and the Union to increase the economic opportunities for all bargaining unit employees. In recognition of the foregoing, the Southern Nevada Joint Management Culinary and Bartenders Training Fund shall establish a training course to help the bargaining unit employees acquire the banquet service skills needed to be eligible for employment. All interested employees must complete the banquet training.

In order to give trained bargaining unit employees from other departments the opportunity to pick up extra banquet work, the Employer may staff banquets with in-house "D" list employees whenever possible, if there are not enough roll-call servers available. Post roll-call banquet work will be strictly voluntary.

17.11. Setup and Breakdown.

Banquet Food Servers are responsible for all setup and breakdown work in the banquet room. Typically, a banquet involves preparing the room for the event, serving of food and/or beverage, side work necessary to conduct the event, and returning the space to its original condition.

ARTICLE 18: PROMOTIONAL EVENTS

18.01. Definition.

(a) A promotional event shall be deemed to be any event for a person, persons, group or groups arranged by a travel agent, booking agent, hotel sales representative, convention agent,