# UNITED STATES GOVERNMENT NATIONAL LABOR RELATIONS BOARD SETTLEMENT AGREEMENT

### IN THE MATTER OF

STATION CASINOS LLC, NP BOULDER LLC d/b/a BOULDER STATION HOTEL & CASINO, NP FIESTA LLC d/b/a FIESTA RANCHO HOTEL & CASINO, STATION GVR ACQUISITION, LLC d/b/a GREEN VALLEY RANCH RESORT SPA CASINO, NP LAKE MEAD LLC d/b/a FIESTA HENDERSON HOTEL & CASINO, NP PALACE LLC d/b/a PALACE STATION HOTEL & CASINO, NP RED ROCK LLC d/b/a RED ROCK CASINO, RESORT & SPA, NP SANTA FE LLC d/b/a SANTA FE STATION HOTEL & CASINO, NP SUNSET LLC d/b/a SUNSET STATION HOTEL & CASINO, NP TEXAS LLC d/b/a TEXAS STATION GAMBLING HALL & HOTEL

Cases 28-CA-185945 28-CA-188543 28-CA-188547 28-CA-190629

Subject to the approval of the Regional Director for the National Labor Relations Board (Board), the Charged Parties and the Charging Party HEREBY AGREE TO SETTLE THE ABOVE-CAPTIONED CASES AS FOLLOWS:

POSTING OF NOTICE — After the Regional Director has approved this Settlement Agreement (Agreement), the Regional Office will send copies of the approved Notice to the Charged Parties in English, Spanish, and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Parties will then sign and date those Notices within 14 days and post them in all places where notices to employees are customarily posted at the Charged Parties' facilities located at 1505 S. Pavilion Center Dr. in Las Vegas, Nevada, 4111 Boulder Hwy. in Las Vegas, Nevada, 2400 N. Rancho Dr. in Las Vegas, Nevada, 2300 Paseo Verde Pkwy. in Henderson, Nevada, 777 W. Lake Mead Pkwy. in Henderson, Nevada, 2411 W. Sahara Ave. in Las Vegas, Nevada, 11011 W. Charleston Blvd. in Las Vegas, Nevada, 4949 N. Rancho Dr. in North Las Vegas, Nevada, 1301 W. Sunset Rd. in Henderson, Nevada, and 2101 Texas Star Lane in North Las Vegas, Nevada. The Charged Parties will keep all Notices posted for 60 consecutive days after the initial posting.

**COMPLIANCE WITH NOTICE** — The Charged Parties will comply with all the terms and provisions of said Notice.

PAYMENT OF BENEFITS — The benefit calculations are to be determined by the Regional Director. Charged Party NP Boulder LLC d/b/a Boulder Station Hotel & Casino agrees to provide records to the Board to determine the benefit calculations. Within 14 days from the Regional Director's determination of the benefit calculations, Charged Party NP Boulder LLC d/b/a Boulder Station Hotel & Casino will make whole employees at Boulder Station Hotel & Casino for the decrease in health plan premiums that were granted to employees since on about October 14, 2016 at Fiesta Rancho Hotel & Casino, Green Valley Ranch Resort, Casino & Spa, Fiesta Henderson Hotel & Casino, Palace Station Hotel & Casino, Red Rock Casino, Resort & Spa, Santa Fe Station Hotel & Casino, Sunset Station Hotel & Casino, and Texas Station Gambling Hall & Hotel, plus interest. No withholdings should be made from the payment of benefits or the interest.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned cases, including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other cases or matters. It does not prevent persons from filling charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned cases for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. Pursuant to *Poole Foundry & Machine Co.*, 95 NLRB 34 (1951), enfd. 192 F.2d 740 (4<sup>th</sup> Cir. 1951), cert. denied 342 U.S. 954 (1952), the post-settlement agreement bar will not start until the date of the first bargaining session between the Charging Party and Charged Party NP Palace LLC d/b/a Palace Station Hotel & Casino, a period not to exceed 12-weeks from the date this Agreement is approved by the Regional Director.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the Agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Parties and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTIES — Counsel for the Charged Parties authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed Agreement, original notices and a certification of posting directly to the Charged Parties. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes No Initials Initials

**PERFORMANCE** — Performance by the Charged Parties with the terms and provisions of this Agreement shall commence within 48 hours of receipt of the Agreement approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence within 48 hours of receipt by the Charged Parties of notice that no review has been requested or that the General Counsel has sustained the Regional Director, notwithstanding the forgoing, the implementation of the ongoing reduction in health plan premiums shall commence within 14 days from approval of this Agreement.

The Charged Parties agree that in case of non-compliance with any of the terms of this Agreement by the Charged Parties, and after 14 days' notice from the Regional Director of the Board of such non-compliance without remedy by the Charged Parties, the Regional Director will issue a Complaint that includes the allegations of noncompliance and allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charges, commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint covered by the Notice to Employees. The Charged Parties understand and agree that all of the allegations of the Complaint covered by the Notice to Employees will be deemed admitted and that they will have waived their right to file an Answer to the allegations of the Complaint covered by the Notice to Employees. The only issue the Charged Parties may raise before the Board will be whether they defaulted on the terms of this Agreement; therefore, the Charged Parties may only litigate and file an Answer on whether they were non-compliant with the terms of this Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find the allegations of the Complaint covered by the Notice to Employees to be true and

make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Parties on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, provided only that service upon the Charged Parties at the last addresses provided to the General Counsel cannot be perfected.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Parties have taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this Agreement. No further action shall be taken in the above-captioned cases provided that the Charged Parties comply with the terms and conditions of this Agreement and Notice.

Charged Parties	Charging Party
STATION CASINOS LLC, NP BOULDE	R LOCAL JOINT EXECUTIVE BOARD OF LAS
LLC d/b/a BOULDER STATION HOTEL	&   VEGAS, CULINARY WORKERS LOCAL 226, AND
CASINO, NP FIESTA LLC d/b/a FIEST	$\mathbf{r_A}$   BARTENDERS LOCAL 165, affiliated with UNITE
RANCHO HOTEL & CASINO, STATIO	
GVR ACQUISITION, LLC d/b/a GREE	
VALLEY RANCH RÉSORT SPA CASINO	
NP LAKE MEAD LLC d/b/a FIEST	· 1
HENDERSON HOTEL & CASINO, N	
PALACE LLC d/b/a PALACE STATIO	
HOTEL & CASINO, NP RED ROCK LL	$\mathbf{C}$
d/b/a RED ROCK CASINO, RESORT	
SPA, NP SANTA FE LLC d/b/a SANTA F	TE
STATION HOTEL & CASINO, NP SUNSE	
LLC d/b/a SUNSET STATION HOTEL	&
CASINO, NP TEXAS LLC d/b/a TEXA	S P
STATION GAMBLING HALL & HOTEL	
By: Name and Title Date	By: Name and Title Date
Harriet hiphy 3/13/1	7 3/13/2017
Print Name and Title below	Print Name and Title below
Harriet Lipkin, Esg.	FRIC B. MYERS
Recommended By: Date	Approved By: Date
4	
Briton A. Hagan	Cornele A. Overstreet
Field Examiner	Regional Director Region 28

#### (To be printed and posted on official Board notice form)

#### FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, CULINARY WORKERS LOCAL 226, AND BARTENDERS LOCAL 165, affiliated with UNITE HERE INTERNATIONAL UNION (the Union) is the employees' representative in dealing with us at Boulder Station Hotel & Casino regarding wages, hours, and other working conditions of the employees in the following unit (the Boulder Unit employees):

All full-time and regular part-time Banquet Captains, Banquet Servers, Bar/Beverage Porters, Bell Persons, Bartenders, Beverage Servers, Bus Persons, Concession Workers, Cooks, Cook's Helpers, Counter Attendants, Food Servers, Gourmet Host/Cashiers, Guest Room Attendants, Host/Cashiers, Housepersons, Kitchen Runners, Kitchen Workers, Lead Attendants, Pantry Workers, Porters, Room Runners, Service Bartenders, Sprinters, Stove Persons, Team Member Dining Room Attendants, and Utility Porters employed by the Employer at NP Boulder LLC, excluding all other employees employed by the Employer, including all front-desk employees, valet parkers, gaming employees (dealers, slot attendants, cage cashiers), drivers, engineering and maintenance employees, office clerical employees, confidential employees, guards, managers and supervisors as defined by the National Labor Relations Act (Act).

THE UNION is the employees' representative in dealing with us at Palace Station Hotel & Casino regarding wages, hours, and other working conditions of the employees in the following unit (the Palace Unit employees):

All regular full-time and regular part-time banquet captains, banquet servers, bar/beverage porters, bartenders, beverage servers, bus persons, concession workers, cooks, cook's helpers, counter attendants, food servers, gourmet host/cashiers, guest room attendants, host/cashiers, housepersons, kitchen runners, kitchen workers, lead attendants, pantry workers, porters, room runners, service bartenders, sprinters, stove persons, team member dining room attendants, and utility porters employed by the Employer in Las Vegas, Nevada; excluding all other employees, including all front-desk employees, bellpersons, valet parkers,

gaming employees (dealers, slot attendants, cage cashiers), drivers, engineering and maintenance employees, office clerical employees, confidential employees, and all guards, managers and supervisors as defined by the Act.

WE WILL NOT fail or refuse to bargain in good faith with the Union for a collective-bargaining agreement covering the Palace Unit employees.

WE WILL NOT promise you better wages or benefits or other improved terms and conditions of employment to discourage you from supporting the Union.

WE WILL NOT ask you about your complaints and grievances and imply that we will fix them in order to discourage you from supporting the Union.

WE WILL NOT give you new or better benefits, such as reducing the number of Room Credits, eliminating the guest room attendants' air conditioner filter cleaning duties, reducing discipline for a violation of the Master Key policy, reducing discipline for a violation of the Lost & Found policy, reducing discipline for a violation of the Dropped Credit policy, purchasing new linen carts, increasing staffing levels in the kitchen, purchasing new equipment for the Internal Maintenance department, or installing games in the Employee Dining Room, to discourage you from supporting the Union.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL, on request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for the Boulder Unit employees and Palace Unit employees (collectively, the "Unit employees").

WE WILL, based on the Union's acceptance of our offer, provide the Boulder Unit employees the reduction in health plan premiums that were provided to employees at Fiesta Rancho Hotel & Casino, Green Valley Ranch Resort, Casino & Spa, Fiesta Henderson Hotel & Casino, Palace Station Hotel & Casino, Red Rock Casino, Resort & Spa, Santa Fe Station Hotel & Casino, Sunset Station Hotel & Casino, and Texas Station Gambling Hall & Hotel.

WE WILL make whole Boulder Unit employees for the difference in health plan premium payments between what they paid and the reduction that was implemented on about October 14, 2016 at Fiesta Rancho Hotel & Casino, Green Valley Ranch Resort, Casino & Spa, Fiesta Henderson Hotel & Casino, Palace Station Hotel & Casino, Red Rock Casino, Resort & Spa, Santa Fe Station Hotel & Casino, Sunset Station Hotel & Casino, and Texas Station Gambling Hall & Hotel.

STATION CASINOS LLC, NP BOULDER LLC d/b/a BOULDER STATION HOTEL & CASINO, NP FIESTA LLC d/b/a FIESTA RANCHO HOTEL & CASINO, STATION GVR ACQUISITION, LLC d/b/a GREEN VALLEY RANCH RESORT SPA CASINO, NP LAKE MEAD LLC d/b/a FIESTA HENDERSON HOTEL & CASINO, NP PALACE LLC d/b/a PALACE STATION HOTEL & CASINO, NP RED ROCK LLC d/b/a RED ROCK CASINO, RESORT & SPA, NP SANTA FE LLC d/b/a SANTA FE STATION HOTEL & CASINO, NP SUNSET LLC d/b/a SUNSET STATION HOTEL & CASINO, NP TEXAS LLC d/b/a TEXAS STATION GAMBLING HALL & HOTEL

	(Employer)			
Dated:	By:			
		(Representative)	(Title)	The Processing Control of the Control of the Processing Control of the Control of

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrb.gov.

2600 North Central Avenue, Suite 1400 Phoenix, AZ 85004

Telephone: (602)640-2160

Hours of Operation: 8:15 a.m. to 4:45 p.m.

## THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.