

# Hotel Employment Procedures

Following are procedures and general policies for employment and advancement at the hotels signatory to the consent decree entered into with the U. S. Department of Justice. They are published in compliance with that agreement.

## 1. APPLICATION

All applications for employment must be made at the central personnel office of each hotel. In the case of jointly owned hotels, there may be one office for all and applicants will be so advised. Department heads and supervisors are not authorized to take applications.

All applicants will be informed they may complete an application form for any position for which they believe they are qualified.

## 2. REFERRAL PROCEDURES

Certain job classifications or positions are covered under collective bargaining agreements. These agreements impose obligations on the applicant and the hotels.

The hiring procedures of each union with such an agreement will be posted for convenient reference. Applicants are advised to familiarize themselves with the procedures governing the job for which they apply.

## 3. VACANCIES

A list of current permanent vacancies will be posted. Permanent vacancies will be filled by available qualified personnel.

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## 4. UPGRADING

In keeping with the hotel's non-discrimination policy, all employees may be advanced to available vacancies based solely on their qualifications.

## 5. NON-DISCRIMINATION POLICY

Following is the formal policy on non-discrimination directed to all hotel departments:

"You are reminded that state and federal laws, as well as the established policy of this hotel, prohibit discrimination against any employees or applicants for employment based upon race, color, sex, creed or national origin.

"This non-discrimination policy relates to recruiting, hiring, placement, compensation, training, upgrading, layoff and termination.

"All aspects of employment will be based strictly upon the respective qualifications of the applicant or employee, as the case may be.

"Any employee who believes that he or she has been discriminated against in violation of this policy may refer his complaint to his department head. If the matter is not handled to his satisfaction, he may then refer it to (name of the official as posted at individual hotel)."

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|-----------------------|----------------------------------|-----------------------|
| <b>Aladdin</b>        | <b>Flamingo</b>                  | <b>Riviera</b>        |
| <b>Caesars Palace</b> | <b>Frontier</b>                  | <b>Sahara</b>         |
| <b>Castaways</b>      | <b>Hacienda</b>                  | <b>Sands</b>          |
| <b>Desert Inn</b>     | <b>International</b>             | <b>Silver Slipper</b> |
| <b>Dunes</b>          | <b>Landmark</b>                  | <b>Stardust</b>       |
|                       | <b>Thunderbird</b>               | <b>Tropicana</b>      |
|                       | <b>and the</b>                   |                       |
|                       | <b>Nevada Resort Association</b> |                       |

Following are the hiring procedures of contracted hotels with Culinary Local 226 and Bartenders Local 165:

**BARTENDERS & CULINARY WORKERS**  
1819 Industrial Rd.      1630 S. Commerce

### ARTICLE 2: Hiring of Employees.

2.01. **HIRING PROCEDURE:** Whenever the Employer finds it necessary to hire new employees for vacancies in job classifications covered by this Agreement, the following procedure shall be followed by the Employer and the Union.

(a) The Union shall establish and maintain separate, open and non-discriminatory lists for applicants desiring employment, and such applicants shall be registered and dispatched in accordance with the following paragraphs of this section.

(b) The Employer shall first call the dispatching office of the Union for such applicants as may be required by the Employer. When requesting applicants, the Employer shall state the qualifications applicants are expected to possess.

(c) The Union will endeavor to furnish in accordance with the Employer's request, from among those persons registered on the Union's lists, applicants for the number of job vacancies specified by the Employer who most nearly meet the qualifications required by the Employer, in the order of preference set forth in subparagraphs (1) through (4) of this paragraph. The Union's selection of applicants for referral shall be on a non-discriminatory basis and shall not be based upon, or in any way affected by, membership in the Union or the Union's bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership policies or requirements, or upon an applicant's race, color, religion, sex, age or national origin;

(1) **GROUP 1:** All applicants for employment who have at least 2,000 hours of experience in the industry in the area covered by this Agreement. Such experience shall have occurred within the 5-year period immediately preceding the date of the vacancy. Applicants registered in Group 1 who possess the required qualifications shall be referred in the order of their registration.

(2) **GROUP 2:** When Group 1 is exhausted, applicants for employment who have less than 2,000 but more than 1,000 hours of experience in the industry in the area covered by this Agreement shall be referred in

the order of their registration.

(3) **GROUP 3:** When Groups 1 and 2 are exhausted, applicants for employment who have less than 1,000 hours of experience in the industry, and who are residents of the geographical area constituting the normal employment market and who have been employed for at least six (6) months in the last three (3) years in the trade and business of the Employer, shall be referred in the order of their registration.

(4) **GROUP 4:** When Groups 1, 2 and 3 are exhausted, applicants for employment who do not meet the requirements for applicants in Groups 1, 2 or 3 shall be referred in the order of their registration.

Within each group set forth above, the Employer may request by name, but only for job vacancies in those job classifications listed in Exhibit 2 as "open" classifications, and, in the classification of Sous Chef (limited to one), registered applicants who have the required qualifications and the Union will refer such named applicants to the Employer.

(d) In order to give the Union an opportunity to refer those applicants who most nearly meet the Employer's requirements, the Employer shall give the Union dispatch office as much advance notice of the anticipated vacancy as is possible under the circumstances then prevailing. When such notice is given to the Union, the Employer shall also specify the date by which the vacancy is to be filled.

(e) If the Union dispatch office fails to refer to the Employer the required number of acceptable applicants by the date the vacancy or vacancies must be filled, the Employer may procure applicants from any other source. In recognition of the fact that the Union is the bargaining agent for all employees in the bargaining unit, an employee recruited from a source other than the Union dispatch office will be required to deliver a copy of his hire slip to the Union within five (5) days after his date of hire and the Union shall, upon receipt of such hire slip, promptly issue to the employee written verification that the employee has been hired in accordance with the terms of this Agreement, if such in fact is the case.

(f) The Union dispatch office shall immediately notify

the Employer if no qualified applicants are available on the Union's registration lists. The Employer shall immediately notify the Union dispatch office of its decision with respect to applicants referred by the Union.

(g) If the Employer changes the qualifications for applicants originally given to the Union it shall immediately notify the Union dispatch office so that the Union may refer additional applicants who most nearly meet the changed qualifications.

(h) The Employer shall be the sole judge of an applicant's suitability, competence and qualifications (including, in appropriate cases, physical appearance) to perform the work of any job to be filled. The Employer may accept or reject any applicant for employment referred by the Union, provided that the Employer's acceptance or rejection of an applicant shall be based solely upon the Employer's judgment and determination as to the factors set forth in the preceding sentence. In accordance with applicable laws, no applicant shall be rejected or discriminated against by the Employer because of membership or non-membership in the Union, or because of the applicant's race, color, religion, sex, age or national origin.

(i) If the Employer needs a new employee at a time when the Union dispatch office is closed, the Employer may hire a temporary employee until such time as the Union has been given an opportunity to refer applicants for the job vacancy in accordance with the procedures of this section; provided, however, that the above provisions of this paragraph shall not be applicable with respect to filling vacancies in the classifications of Kitchen Workers, Coffee Shop Bus Boys and Girls and Coffee Shop Waitresses (limited to those previously registered with the Union dispatch office in Groups 1, 2 and 3), for which vacancies the Employer may hire permanent employees even though the Union dispatch office is closed.

(j) The Union shall post, in conspicuous places where notices to registrants are customarily posted, all provisions of this Section 2.01. The Employer shall post in conspicuous places where notices to applicants and employees are customarily posted, all provisions of this Section 2.01.