# Labor Agreement

### between



## and

## **Detroit Casino Council**

(UNITEHERE!, UAW, TEAMSTERS, OPERATING ENGINEERS, and MICHIGAN REGIONAL COUNCIL OF CARPENTERS AND MILLWRIGHTS)



October 17, 2023 – February 16, 2029

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### ARTICLE 1 – LABOR-MANAGEMENT COOPERATION

**1.01.** This Collective Bargaining Agreement is entered into between the Employer and the Union with a commitment to a cooperative partnership. The parties recognize the need for a contemporary approach to Union-Management relations which aims to maximize the success of the new gaming and hospitality enterprises in the City of Detroit.

We mutually recognize that:

- Team Members want to be involved in decisions that affect them.
- Team Members take pride in their jobs.
- Team Members strive to fulfill one of **Hollywood Casino at** Greektown's core ISMs: "Every Guest. Every Time. No Exceptions. No Excuses."
- The parties benefit from full adherence to this Collective Bargaining Agreement.
- The parties promote a "positive work environment" for all of our diverse Team Members.
- The parties value, respect and encourage each Team Member to excel.
- The parties strive to deliver an "extraordinary entertainment experience" that exceeds guest expectations.
- **1.02.** In recognition of the foregoing, the parties shall meet when requested by either party, to discuss Team Member suggestions, problems, methods of improving morale and other similar subjects, and concerns either party may have, including gaming issues, including both regulated and unregulated changes in the industry. The parties recognize that ongoing communication at all levels is essential for an optimal labor-management relationship.
- **1.03.** To foster an environment where team work and collaboration are promoted, the parties may engage in joint training programs for Union and Management Representatives and other Team Members. The cost of providing this training shall be divided equally between the parties.

# ARTICLE 2 – RECOGNITION OF UNION

This Agreement is made and entered into this <u>17th</u> day of October <u>2023</u> by and between GREEKTOWN CASINO, L.L.C., a limited liability corporation located at 555 E. Lafayette, Detroit, Michigan 48226 (herein after designated "Employer" or "Company" or "Hollywood Casino at Greektown") and THE DETROIT CASINO COUNCIL (hereinafter designated as "Union").

- 2.01. Recognition. The Employer recognizes the Detroit Casino Council as the exclusive bargaining representative for the Employer's full and regular part-time Team Members employed at its Casino/Hotel facility, as indicated in the first paragraph of this Agreement, working in those job classifications listed in Exhibit 1 attached hereto and made a part of this Agreement. If during the life of this Agreement, new job classifications are created where the preponderance of the duties of the Team Member are covered by this Agreement, the wage rate for such new classification shall be negotiated. If the parties are unable to reach agreement on an appropriate wage rate within thirty (30) days of the Employer's written notice to the Union of its intent to establish a new position, the parties agree to jointly submit the dispute to binding mediation before Mediator James Statham (or, in the event of his unavailability, before a mutually agreeable alternate mediator.) The mediation will be scheduled as expeditiously as practicable. If there are any costs associated with the mediation, such costs will be shared equally by the parties.
- **2.02.** The parties specifically agree that nothing in Section 2.01 above shall be construed to extend recognition to:
  - Persons working at **Hollywood** Casino at Greektown's Detroit facility in classifications that are not listed in Exhibit 1.
  - Temporary Team Members employed pursuant to bona fide internship program through an accredited institution. The Employer will notify the Union of internships and educational programs involving bargaining unit functions. No Team Member shall have any reduction in hours because of such programs.
  - Supervisors and guards as defined in the National Labor Relations Act.
- **2.03.** Supervisors shall not perform bargaining unit work on a regular basis. This shall not, however, preclude any team members from performing bargaining unit work from time to time for the purpose of satisfying the needs of the business or customer service.

## ARTICLE 3 – NO DISCRIMINATION

- **3.01.** The Employer and the Union agree that neither will discriminate against any Team Member because of membership or non-membership in, or activity on behalf of the Union, provided that a Team Member's Union activities shall not interfere with the performance of the Team Member's work for the Employer. Neither **Hollywood** Casino at Greektown nor the Union shall discriminate against Team Members because of gender, race, color, creed, national origin, age, religion, veteran status, disability, height, weight, familial status, sexual orientation or marital status.
- **3.02.** The Employer and the Union are committed to maintaining a work environment free from sexual and other prohibited harassment. Prohibited conduct includes unwelcome sexual advances, harassment, requests for sexual favors, and other verbal or physical conduct of a sexual nature, explicitly or implicitly making sexual conduct a condition of employment or promotion, displaying sexually offensive images or words, repeating offensive commentaries about someone's body, or making derogatory jokes.

**Hollywood** Casino at Greektown and the Union agree that notwithstanding any provision in this Agreement, the Employer may take whatever steps necessary to comply with any applicable Federal or State statutes concerning discrimination.

## ARTICLE 4 – HOURS OF WORK, SHIFTS, DAYS OFF AND SCHEDULING

#### 4.01. Full-time Team Members.

- (a) **Full-time** Team Members shall be scheduled to work shifts of either eight (8) hours per day or ten (10) hours per day unless specifically indicated below in 4.01(b). The Employer may schedule split shifts only for Banquets.
- (b) **Full-time** Team Members in the classifications of Banquet Server, Banquet Bartender and Banquet Captain are permitted to work shifts of any length, including shifts of less than four (4) hours.
- (c) Full-time Team Members assigned to eight (8) hour shifts shall have five (5) consecutive shifts per week, all on the same shift and full-time Team Members assigned to ten (10) hour shifts shall have four (4) consecutive shifts per week, all on the same shift, unless specifically agreed otherwise by the parties, unless sufficient work is not available on the same shift. Days off shall be consecutive. A Team Member may, with the approval of management, voluntarily request non-consecutive shifts and days off. A Team Member, with the approval of management, may trade days off in a given week; approval of management shall not be unreasonably withheld.
- (d) The parties agree that the number of full-time positions available for Team Members shall be maximized, creating as many full-time positions as possible. The Employer shall not displace a full-time Team Member with a part-time schedule.

#### 4.02. Part-time Team Members.

- (a) The Employer may schedule a maximum of twenty percent (20%) of the total number of bargaining unit positions as part-time Team Members. A part-time position is defined as a schedule of four (4) or fewer eight (8) hour shifts per week; or three (3) or fewer ten (10) hour shifts per week; or a schedule of five (5) or fewer shifts per week of less than eight (8) hours but not less than four (4) hours only for the classifications set forth below in 4.02(b).
- (b) Part-time Team Members in the following classifications do not count toward the twenty percent (20%) calculation and may be scheduled and/or permitted to work shifts of any length between four (4) and ten (10) hours:
  - (i) Part-time Team Members in the following Food and Beverage Classifications: Hosts, Bussers, Food and Beverage Cashiers, Dining Room Attendant (Bussers), Cocktail/Lounge Servers, All Servers, Barback, Club/Specialty Bartenders, and Banquet Housemen.
  - (ii) Part-time Team Members in the following Casino and Hotel Classifications: Guest Room Attendants-Turndown and Theater Related Classifications.

- (iii) Part-time Team Members in the following Banquet Classifications: Banquet Server, Banquet Bartender and Banquet Captain. These Banquet Team Members are scheduled and/or permitted to work shifts of any length, including shifts of less than four (4) hours.
- (c) A part-time person is defined as a Team Member who is scheduled to work less than thirty-two and one quarter (32 and ½) hours in a work week.
- (d) Part-time Team Members who have worked an average of at least thirty-two and one-quarter (32 ½) hours per week for a full calendar quarter beginning in January, April, July and October will be considered as full-time Team Members if they so desire.
- (e) The Employer shall record the date of each Part-time Team Member's most recent date of hire into or transfer into the Part-time Team Member's present classification.
- (f) Part-time Team Members shall be entitled to bid, to the extent practicable, on available part-time schedules and/or shifts by using the Part-time Team Member's most recent date of hire into or transfer into the Part-time Team Member's present classification, on a departmental basis.

#### 4.03. Overtime.

- (a) All hours worked in excess of eight (8) hours in one day, or ten (10) hours in one day if working a ten (10) hour shift, and all hours worked in excess of forty (40) hours in one week shall be paid at time and one-half  $(1\frac{1}{2}X)$  the Team Member's regular straight time hourly rate of pay. Overtime shall not be paid under this Section for more than one reason for the same hours worked. All hours paid for time off (e.g., vacation, bereavement leave and personal/sick time) shall be considered hours worked for purpose of this Article. This Section shall not apply to Banquet Servers, Banquet Bartenders, Banquet Captains, or other Team Members when performing banquet work in these classifications.
- (b) Overtime which is either scheduled or unscheduled shall be offered to qualified Team Members, who at the time the overtime is offered (not the time the overtime is to be performed), are not utilizing vacation days, paid personal/sick days, or on any Leave of Absence under Article 14, in order of classification seniority, and in the absence of volunteers may be required in reverse order of classification seniority, except that unscheduled overtime may be offered or required of the Team Member performing a particular job if time does not permit seniority order. Team Members required to work under this provision shall not be disciplined for a refusal to work due to personal or family needs. If there is a pattern of required overtime in a particular department, the parties will confer on a solution.

#### 4.04. Scheduling.

(a) In each department the Employer shall post each week, in a conspicuous place available to Team Members and Union representatives, a work schedule showing the

classification and first and last name of each Team Member, classification and house seniority of each Team Member and specifying days off and starting and finishing times.

When the Employer instructs a Team Member to report to work, or does not notify a Team Member not to report as previously scheduled, and the Team Member is not allowed to work, the Team Member will be paid at the Team Member's regular rate of pay for that shift. Team Members who voluntarily leave work with the Employer's approval, in accordance with a request for an early out will be paid for the actual hours worked.

(b) Schedules of work shall not be changed by the Employer with less than one (1) week advance notice, except in the event of an emergency. Available extra work may be offered to part-time Team Members or as overtime to full-time Team Members.

#### 4.05. Other Conditions.

- (a) Team Members, upon request, may be granted early outs with the approval of management. Opportunities for early outs shall be distributed based on the order of requests received within each start time and subject to business needs.
- (b) Nothing contained in this Article is intended to constitute a guarantee of any number of hours or shifts per week.
- (c) Shift bids. Shift bid procedures shall be established through Departmental Labor/Management meetings.
- (d) While the parties recognize the desire for Team Members to have a consistent start time, the parties also recognize that for business reasons start times may need to fluctuate for individual Team Members. The Employer intends to minimize the variations of different start times for individual Team Members, if practicable in the context of business considerations.
- (e) Effective no later than ninety (90) days after ratification of this Agreement, the Employer further affirms its intention that it will not schedule individual full-time Team Members in a manner in which daily shift start times vary by more than one (1) hour before or one (1) hour after the shift start time.
- (f) The parties agree that the issue of fluctuating start times shall be an appropriate topic for labor management meetings.
- (g) The parties agree that they will discuss at Labor/Management meetings the issues of consecutive days off for part-time Team Members, vacation scheduling opportunities and alternative work schedules, with the goal of resolving Team Member issues within the context of the Employer's operational needs and business concerns.

#### 4.06. Extra Work Opportunities.

This provision applies to UNITEHERE represented employees:

- (a) In order to accommodate Part-time Employees' work needs and preferences and provide them with the opportunity to expand their skill sets and to work more hours and/or on more flexible schedules, and with the goal of reducing the need for mandatory overtime and increasing opportunities for Employees to take available paid time off, the parties agree that, no later than ninety (90) days after ratification of this Agreement, the parties will form a committee and meet and develop a pilot program that:
- (b) Offers interested Part-time Employees the opportunity to be trained at Employer's expense in several job classifications, within the jurisdiction of UNITEHERE Local 24, through a completely voluntary training program intended to provide those Employees with the opportunity to be trained in multiple job classifications.
- (c) Nothing in these provisions shall be construed or applied to alter, amend, or conflict with any other provision of the Agreement. In the event of an arguable conflict, ambiguity, or inconsistency, the terms of the Agreement shall prevail.

## ARTICLE 5 – VACATION, HOLIDAYS AND PERSONAL/SICK TIME

#### 5.01. <u>Vacation</u>.

a. Eligibility. Upon completion of each full year of continuous service, Team Members shall be eligible for a paid vacation, according to the following schedule:

Years of Continuous Service	Amount of Paid Vacation
1-6 years	80 Hours
7-11 years	120 Hours
12 years +	160 Hours

Team Members who are paid fewer than 1,800 hours during a one (1) year period of continuous service, shall be entitled to paid vacation time on a pro rata basis determined by the ratio of hours actually paid to 1,800 hours. FMLA hours shall be counted as eligible hours.

Part-time Team Members shall be paid pro rata vacation pay.

The parties agree that pro rata vacation time shall be calculated as follows:

- 1. The number of hours worked by part-time Team Members shall be divided by 2080 hours, which is the maximum number of annual hours worked by regular full-time Team Members.
- 2. The sum reached in Number 1 above, shall be divided by 86.5%, which is the sum of 1800 hours divided by 2080 hours.
- 3. The sum reached in Number 2 above, shall be multiplied by the number of vacation days the Team Member is eligible to use based upon completed years of continuous service.
- 4. The sum reached in Number 3 above, equals the amount of prorated vacation time that a part-time Team Member working less than 1800 annual hours is eligible to use.
- b. <u>Scheduling of Vacations</u>. Team Members, who have completed one (1) year but fewer than seven (7) years of continuous service, may use eighty (80) hours of earned vacation time in eight (8) hour increments. Team Members who have completed seven (7) years of continuous service may use ninety (96) hours of earned vacation time in eight (8) hour day increments. Except in the case of an emergency, Team Members are required to submit vacation time requests as far in advance as possible. Requests for vacation time to be used in eight hour increments must be submitted to the Employer at least two (2) weeks in advance. All other requests for vacation time must be submitted at least four (4) weeks in advance.

Team Members who have completed one (1) year of continuous service may use earned vacation time in four (4) hour increments twice per year.

Reasonable efforts will be made to accommodate the vacation scheduling request of Team Members.

The parties agree that they will discuss at Labor/Management meetings the issues of vacation scheduling opportunities and alternative work schedules, with the goal of resolving Team Member issues within the context of the Employer's operational needs and business concerns.

#### c. <u>Vacation Utilization</u>.

The Employer understands the importance of time off from work, and encourages Team Members to utilize their vacation time to ensure a balance between work and family. Team Members must use at least forty (40) vacation hours each anniversary year. After using at least forty (40) vacation hours each anniversary year, vacation may be accumulated from anniversary year to anniversary year with a maximum of eighty (80) hours. Accumulated vacation hours in excess of eighty (80) shall be paid to Team Members at their regular hourly rate following their anniversary date.

- d. <u>Payment of Unused Vacation Time Upon Separation</u>. Team Members leaving **Hollywood** Casino at Greektown with at least one (1) year of continuous service shall receive pay for earned and unused vacation time upon separation except in the following circumstances:
  - 1. When the separation is the result of egregious misconduct such as dishonesty, insubordination, serious discourteous or threatening conduct towards a guest or Team Member, violence, sexual harassment, alcohol or drug abuse or being under the influence, or intentional/gross misconduct, or
  - 2. When the separation is the result of a resignation and the Team Member has not provided at least one (1) week notice of the Team Members' intent to resign, except in the case of an emergency.
- **5.02.** Recognized Holidays. The following days shall be recognized as Holidays under this Agreement:
  - New Year's Day
  - Martin Luther King's Birthday
  - President's Day
  - Memorial Day
  - Juneteenth
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day

- a. Full-time Team Members who do not work on a designated Holiday shall receive eight (8) hours of Holiday pay at their straight time hourly rate. Team Members who normally work shifts of less than eight (8) hours shall receive Holiday pay at their straight time hourly rate for the number of hours regularly worked during a single shift. Full-time Team Members who normally work shifts of more than eight (8) hours shall receive holiday pay at their straight time hourly rate for the number of hours regularly worked during a single shift.
- b. Full-time Team Members who work on a designated Holiday shall receive eight (8) hours Holiday pay in addition to their straight time hourly rate of pay for hours actually worked on the Holiday. Team Members who normally work shifts of less than eight (8) hours shall receive Holiday pay at their straight time hourly rate for the number of hours regularly worked during a single shift. Part-time Team Members, who work on a designated Holiday, shall receive Holiday Pay in addition to their straight time hourly rate of pay for hours actually worked on the Holiday. Full-time Team Members who normally work shifts of more than eight (8) hours shall receive Holiday pay at their straight time hourly rate for the number of hours regularly worked during a single shift. Within its business needs, the Employer will maximize time off opportunities for full-time Team Members on Memorial Day, Independence Day, Labor Day and Christmas Day.
- c. A Team Member must work the Team Member's scheduled shift immediately before and immediately after the designated Holiday, in order to be eligible to receive Holiday pay, unless Management agrees that the reason for the absence is for extremely compelling circumstances beyond a Team Member's control (not ordinary illness).
- d. A Team Member who is scheduled to work on a Holiday, but fails to report to work will not receive Holiday pay unless Management authorizes the absence in advance or Management agrees that the reason for the absence is for extremely compelling circumstances beyond a Team Member's control (not ordinary illness).
- e. A Team Member who is on a Leave of Absence is not eligible to receive Holiday pay for any Holiday that falls within the time period of the Team Member's Leave of Absence.

#### 5.03. Paid Personal/Sick Hours.

a. Upon completion of six (6) months of continuous service, and upon completion of each year of continuous service thereafter, full-time Team Members shall be eligible to use Personal/Sick hours as specified in the following chart:

Months or Years of Completed Continuous Service	Number of Personal/Sick Hours Allotted Per Year
0 up to 6 months	0
6 months	16 Hours
12 months	16 Hours
2 years	24 Hours
3 years	24 Hours
4 years	32 Hours

5 years	40 Hours
6 years	48 Hours
7 years	56 Hours
8 years	56 Hours
9 years	56 Hours
10 years +	64 Hours

- b. Upon completion of two (2) years of continuous service, and upon completion of each year of continuous service thereafter, part-time Team Members will be eligible to use two Personal/Sick days (8 hours each). Upon completion of five (5) years of continuous service, and upon completion of each year of continuous service thereafter, part-time Team Members will be eligible to use three (3) Personal/Sick days (8 hours each).
- c. Personal/Sick hours shall be paid at the Team Member's straight time hourly rate for the number of hours in the scheduled shift that are actually missed.
- d. Personal/Sick hours may be accumulated from anniversary year to anniversary year, with a maximum accumulation of One Hundred and Twelve Hours (112). Accumulated Personal/Sick hours over One Hundred and Twelve Hours (112) will be forfeited.
- e. Following the completion of each year of continuous service, Team Members may elect to take cash in lieu of, or "cash-out," earned and unused sick or personal hours following the end of the twelve month period of continuous service in which they are earned. Payment for Personal/Sick hours that are cashed out pursuant to this provision shall be paid at the Team Member's straight time hourly rate for the number of hours regularly worked by the Team Member during a single shift.
- f. <u>Payment of Unused Personal/Sick Hours Upon Separation</u>. Team Members leaving **Hollywood** Casino at Greektown with at least one (1) year of continuous service shall receive pay for earned and unused Personal/Sick hours upon separation except in the following circumstances:
  - 1. When the separation is the result of egregious misconduct; such as dishonesty, insubordination, serious discourteous or threatening conduct towards a guest or Team Member, violence, sexual harassment, alcohol or drug abuse or being under the influence, or intentional/gross misconduct; or
  - 2. When the separation is the result of a resignation and the Team Member has not provided at least one (1) week notice of the Team Member's intent to resign, except in the case of an emergency.

### ARTICLE 6 – BEREAVEMENT LEAVE

**6.01.** Full-time Team Members shall be eligible to utilize up to four (4) days of bereavement leave with pay for the death of parents, spouse, domestic partner, children, grandparents, great grandparents, grandchildren, siblings, current father-in-law, current mother-in-law, current brother-in-law, current sister-in-law, and grandparents of spouse. These categories include step relatives and current foster children. Part-time Team Members will be eligible for paid bereavement leave for up to three (3) days. **All bereavement must be taken within one (1) year of the death.** 

"Domestic Partner" is defined, and subject to the limitations, in Article 11 of this Agreement.

**6.02.** The Employer may require written documentation from the Team Member with respect to bereavement leave.

## ARTICLE 7 – SENIORITY, PROMOTIONS, AND TRANSFERS

**7.01.** Probationary Period. Team Members will be considered probationary until completion of three (3) calendar months. For part-time Team Members as defined in this Agreement, the Employer may in individual cases (but not routinely) extend the probationary period for up to two (2) additional calendar months upon written notice to the Team Members and the Union. At the end of the probationary period, the Team Member's seniority date shall date back to his or her most recent date of hire. A probationary Team Member may be separated at the sole discretion of the Employer. Such termination shall not be subject to the Grievance Procedure provided by this Agreement.

#### 7.02. Definition of Seniority.

- a. <u>House Seniority</u>. House seniority shall be defined as the total length of a Team Member's continuous service in years, months, and days from the Team Member's most recent date of hire.
- b. <u>Classification Seniority</u>. Classification seniority shall be defined as a Team Member's length of continuous service in years, months, and days from the Team Member's most recent date of hire into or transfer into the Team Member's present classification. Classification seniority shall not be considered interrupted because of the merger of two or more job classifications into one classification. Classification mergers include instances where the duties of one (1) classification has substantially taken over the duties of another classification. In the event of a merged classification, the Team Members whose duties have been substantially assumed by another classification will be offered the opportunity to participate in the Employer's training program, if there is one, to assist the Team Member to qualify for the new classification. In the event of the merger, the Team Members whose jobs have been merged into the new classification shall retain their classification seniority in the event they transfer into the new classification. In the event of a tie, the Team Member with the greater house seniority shall be the most senior. If both Team Members have the same house seniority, the tiebreaker shall be the social security number in accordance with this Article.
- c. For purposes of this Section, classifications are defined as the classifications identified in Exhibit 1 of this Agreement.
- d. All Team Members shall have their date of hire as their seniority date. Seniority for Team Members hired on the same date shall be determined by the last four (4) numbers of the Team Member's social security number, with the lower number receiving greater seniority. The Union and the Human Resources Department shall resolve any disputes about the operation of seniority in a particular department.

#### 7.03. Layoffs and Recalls.

a. In the event of a layoff due to a reduction in force, or a reduction of hours, the Employer shall effectuate a layoff in the affected classifications in the following order:

- Probationary Team Members;
- Part-time Team Members in reverse order of house seniority; and
- Full-time Team Members in reverse order of house seniority.

Team Members shall be recalled in the reverse of the order above, provided they have the licensures and qualifications to perform satisfactorily the available work.

b. When the Employer determines there is to be a layoff, Team Members who are scheduled to be laid off shall be given one (1) week written notice of layoff except in instances beyond the control of Management. When layoffs are being planned, the Employer, when practicable, will inform the Union and will upon request discuss the potential impact upon the Bargaining Unit caused by the layoff. The parties recognize that a number of factors, including but not limited to, the protection of assets, will determine the timing of the notice.

The Employer will provide the Union concurrent written notice providing the name, seniority and classification of Team Members being laid off.

- c. Team Members will be recalled to their regular job classifications in accordance with their house seniority provided they have the qualifications to perform satisfactorily the available work. At the time of layoff, the Team Member can state availability for work. In accordance with their seniority, Team Members in layoff status will be offered available work in their classifications before additional Team Members are hired and, to the extent practical, before part-time Team Members are scheduled for additional hours or before regular Team Members are assigned to work overtime. The Employer shall notify the Team Member of recall or of available work at their last known telephone number or address. When the Team Member indicates availability, the Team Member shall not be called for work after the Team Member is unavailable or refuses three (3) offers.
- d. Team Members to be laid off in accordance with this Section may be laid off without regard to their respective house seniority as each completes their current workweek.
- e. Team Members whose jobs are eliminated, or whose layoff is anticipated to last more than two (2) calendar months, shall be given the opportunity to transfer to bargaining unit positions for which the Team Member is qualified and have not been filled pursuant to the transfer bid provisions of this Agreement, and before such positions are posted as promotional opportunities. A Team Member transferring to another position will have recall rights to the former position for twelve (12) calendar months.
- f. When it is necessary to reduce the workforce under the above procedure, Stewards will be retained by shift in their respective area provided they have the ability to perform the work available.
- g. In instances where a bargaining unit position is to be filled by an external candidate, the position will be posted. The Employer shall give the Union an opportunity to meet and discuss available bargaining unit opportunities for laid off Team Members before new

external candidates are hired. Laid off Team Members who apply for the bargaining unit position shall be given first consideration for the position, provided they are qualified.

h. Team Members who are sent written notice of recall at their last known address on file with the Employer and fail to report to work within five (5) days of their reporting date shall waive their recall rights unless satisfactory proof of failure to return is provided to Management.

#### 7.04. Transfers Within Classification.

- a. When there is a permanent vacancy, on a particular shift, Team Members in the same job classification who desire to transfer to the vacancy will be transferred on the basis of their classification seniority, provided that the senior Team Member desiring the transfer is qualified to perform satisfactorily the work on the shift applied for.
- b. A Team Member transferred under this Section shall assume the weekly schedule of days of work and days off, and the daily shift schedule, applicable to the vacant position to which the Team Member transfers. With the exception of Team Members in the Engineering Department, a Team Member who transfers under this Section shall not be eligible for another transfer request under this Section for six (6) months.
- c. If the Team Member notifies the Employer that he/she does not desire to remain or the Employer determines that a Team Member transferred under this Section cannot perform satisfactorily the work on the shift to which transferred, the Team Member shall be transferred back to the Team Member's former shift within thirty (30) days worked from the date of transfer. Should the above provision be exercised by the Team Member, the Team Member is precluded from transferring to another position for six (6) months.
- d. The resulting vacancy created by a transfer under this Section shall be filled by the next senior qualified Team Member who desires to work on the shift where said vacancy exists.
- e. Vacancies under this Section shall be posted for seven (7) days in the department where the vacancy exists. The Employer may fill the vacancy temporarily during the posting period.

#### 7.05. <u>Promotions</u>.

- a. Promotions are only available to full-time Team Members who have accrued six (6) months house seniority.
- b. When the Employer determines that a vacancy exists, the vacancy shall be posted as a promotional opportunity. Team Members shall be awarded promotional opportunities for which they are qualified before new Team Members are hired. The qualifications required for a position will be determined by the Employer; such determination shall not be arbitrary or capricious.

- c. When more than one Team Member desires a particular promotional opportunity, the Employer will consider the Team Member's house seniority, qualifications to perform the work satisfactorily and employment record. When the aforementioned criteria are relatively equal, the Team Member with the greater seniority shall be promoted.
- d. A "promotional opportunity" shall be deemed to be a transfer to another classification in which the transferred Team Member has an opportunity for increased income or for subsequent job progression.
- e. Permanent vacancies to be filled by promotion under this Section shall be posted for seven (7) days in locations to which Team Members have regular access. The Employer may fill the vacancy temporarily during this period.
- f. If the Team Member notifies the Employer that he/she does not desire to remain or a Team Member promoted under this Section cannot perform satisfactorily the work of the job to which promoted, the Team Member shall be transferred back to the Team Member's former job, shift and station, within thirty (30) shifts worked after the date of the promotion. Should the above provision be exercised by the Team Member, the Team Member is precluded from applying for a promotion for six (6) months.
- **7.06.** A Team Member's continuous service, seniority, and status as a Team Member will be broken when:
  - The Team Member quits or resigns;
  - The Team Member is discharged for just cause;
  - The Team Member fails without just cause to return to work on the day required to return from authorized leave; or
  - The Team Member is absent due to a layoff for a period equal to the Team Member's seniority or one (1) year, whichever is a lesser period of time, excluding seasonal layoffs.
- 7.07. All job postings and schedules shall be posted in a physical location and shall also be posted online.

## ARTICLE 8 – WAGES

- **8.01.** Purpose. The purpose of this Article is to provide a basis for the computation of wages for Team Members.
- **8.02.** Pay Days. Team Members shall be paid weekly in accordance with the pay cycle schedule currently utilized.
- **8.03.** Applicable Wage Rates. The wage rates applicable to Team Members covered by this Agreement are set forth in Exhibit I attached to this Agreement and calculated in accordance with the following:
- a. On November 19, 2023, the one hundred percent (100%) base hourly rate in effect at 11:59 pm on November 18, 2023, shall be increased by three dollars (\$3.00) per hour, for each classification reflected in Exhibit I attached to this Agreement, adjusted for each applicable pay rate set forth in Exhibit I.
- b. On October 17, 2025, the one hundred percent (100%) base hourly rate in effect at 11:59 pm on October 16, 2025, shall be increased by fifty cents (\$0.50) per hour, for each classification reflected in Exhibit I attached to this Agreement, adjusted for each applicable pay rate set forth in Exhibit I.
- c. On October 17, 2026, the one hundred percent (100%) base hourly rate in effect at 11:59 pm on October 16, 2026, shall be increased by fifty cents (\$0.50) per hour, for each classification reflected in Exhibit I attached to this Agreement, adjusted for each applicable pay rate set forth in Exhibit I.
- d. On October 17, 2027, the one hundred percent (100%) base hourly rate in effect at 11:59 pm on October 16, 2027, shall be increased by one dollar (\$1.00) per hour, for each classification reflected in Exhibit I attached to this Agreement, adjusted for each applicable pay rate set forth in Exhibit I.
- e. In December of 2024, a one-time bonus of \$2,000 shall be paid to eligible full-time Team Members and a one-time bonus of \$1,000 shall be paid to eligible part-time Team Members. To be eligible for that one-time bonus ("December 2024 Bonus"), Team Members must be employed by the Casino 1) on November 19, 2023 ("2023 Ratification") and 2) on December 1, 2024. Additionally, full-time Team Members must have been paid for at least 1250 hours, and part-time Team Members must have been paid for at least 625 hours, in each case between the dates of the 2023 Ratification and December 1, 2024. Team Members on qualified FMLA leave at any time through the dates of the 2023 Ratification, and December 1, 2024, who don't meet the hours requirements for eligibility because of such FMLA leave, will be considered qualified for the applicable bonus level according to their full-time or part-time status. The December 2024 Bonus will be paid on or before December 13, 2024.

f. Eligible Team Members who receive the December 2024 Bonus may elect to deposit a portion or all of that bonus into their 40l(k) account (if eligible to participate), and the Employer will match 50% of such deposit, in each case in accordance with and to the extent allowed by the Employer's 401(k) plan and applicable law. In the event such contribution is not allowed, the Employer will provide an alternative to make the eligible employee whole for the 50% match.

#### g. New Hire Wage Progression:

#### i. Team Members Hired Before November 19, 2023

Team Members who were newly hired prior to November 19, 2023 and have not yet reached the 100% wage rate under the Collective Bargaining Agreement that was in effect on November 18, 2023, will continue but under the wage progression established in the November 19, 2023 Collective Bargaining Agreement.

#### ii. Team Members Hired On or After November 19, 2023

- 1. New Hire Wage Rate. Team Members newly hired on or after November 19, 2023 shall receive the "New Hire" (80%) wage rate listed in Exhibit I according to his/her respective job classification for the first twelve (12) months of service.
- 2. Twelve (12) Month Wage Rate. Team Members newly hired on or after November 19, 2023 shall receive the "Twelve (12) Month" (90%) wage rate listed in Exhibit I, according to his/her respective job classification, after twelve (12) months of service. The Twelve (12) Month wage rate will be effective the first day of the first payroll period following the completion of the twelve (12) month period.
- 3. Twenty-Four (24) Month Wage Rate. Team Members newly hired on or after November 19, 2023, shall receive the "Twenty-Four (24) Month" (100%) wage rate listed in Exhibit I, according to his/her respective job classification, after twenty-four (24) months of service. The Twenty-Four (24) Month wage rate will be effective the first day of the first payroll period following the completion of the twenty-four (24) month period.

#### h. New Hire Wage Progression

a. In order to address its recruitment and retention needs, the Employer may, upon written notice to the DCC member Union, accelerate the 80-100% wage progression to any tier of wage progression up to the 100% rate for the following classifications: GRAs/Room Attendants, House Persons, Cocktail Servers, Cooks, Utility Persons, Porters, Dining Room Attendants, Bussers and

Restaurant Hostesses. If the Employer elects to accelerate such wage progression, it shall bring all Team Members then within that classification earning less than the accelerated wage rate to the accelerated wage rate, at a minimum. No Team Member shall suffer a wage reduction in the event the Employer elects to return to the prior wage progression.

- iii. No deductions for absences less than thirty (30) days shall affect the computation of continuous service when calculating calendar months of service.
- **8.04** Out of Classification Pay. In any pay period, Team Members who are assigned to work outside of their classification and do so for more than one (1) day shall, beginning on the second day of the assignment, be paid the higher wage rate of the two (2) classifications.

### ARTICLE 9 – GRATUITIES AND CASH DEDUCTIONS

- **9.01.** There shall be no automatic cash deductions from a Team Member's wages for any cash shortage until after consultation with the Team Member, and the responsibility for the shortage has been established by the Employer, provided, however, that prior to any such deductions the Team Member may have the Union review the case with the Employer. The Employer shall notify a Team Member in writing immediately after its determination that a cash shortage exists for which it intends to deduct the amount of the shortage from the Team Member's wages.
- **9.02.** So long as Team Members observe the Employer's published procedures governing customer walk-outs, there shall be no automatic cash deductions from Team Member's wages pending an investigation.
- 9.03. An automatic service charge of twenty-two percent (22%) shall be added to checks for food and beverages served during banquets or functions. The twenty-two percent (22%) shall be distributed in the following manner:
- a. Banquet Servers and/or Banquet Bartenders serving banquets or functions shall receive an automatic gratuity of eighteen and a half percent (18.5%) on checks for food and beverage paid for by the customer, excluding cash bar sales and the remainder (up to three and half 3.5%) shall be retained by the Employer. This automatic gratuity shall be pooled among all Banquet Servers and/or Banquet Bartenders for all banquet work performed during the week of the banquet or function and divided up among such Banquet Servers and/or Banquet Bartenders based on all hours of banquet work performed that week. For purposes of tip pooling, the "week" shall commence on Monday at 4:00 a.m.
- b. Nothing herein shall be interpreted to preclude the Employer from charging to customers a banquet service charge in excess of twenty-two percent (22%) and retaining (and distributing as it elects in its sole discretion) any such amounts in excess of twenty-two percent (22%). However, in the event the banquet service charge increases over twenty-two percent (22%), the Banquet Servers and Banquet Bartenders will receive half of the increase and the Employer will retain the other half.
- **9.04.** Team Members serving ala carte parties of eight (8) or more customers shall receive an automatic gratuity of seventeen percent (17%) on checks for food or checks for food and beverage paid for by the customer.
- **9.05.** A guaranteed service charge of seventeen percent (17%) shall be added to food only checks and paid by the Employer for all Employer-sponsored events or functions for complimented guests, with a maximum per server or bartender, which shall be \$250 per tipped Team Member.
- 9.06. Sports Bar Carry-out Orders. Servers and/or Bartenders shall receive Three Dollars (\$3.00) per order for all non-dine in carry-out/to-go orders. Nothing herein shall be

interpreted to preclude the Employer from charging to customers a carry-out service charge.

- **9.07.** Gratuities covered by this Article shall not be shared by supervisors, managers or non-bargaining unit personnel.
  - **9.08.** Gratuities are the property of Team Members earning them.
- **9.09.** Sharing or pooling of gratuities among Team Members shall be voluntary where agreed upon by the majority of Team Members in the affected job classifications, except where required by the Michigan Gaming Control Board or as otherwise provided in this Article. Before Team Members change any existing pooling arrangement, the Employer, the Union, and Team Members shall confer.

#### 9.10. Transparency.

The Employer shall keep detailed records of all banquet events. These records may be requested by the union for review and shall be maintained for sixty (60) days.

The Employer shall post in a conspicuous place available to banquet Team Members, prior to or during the banquet function, the menu, the number of guests, the name of the group, the price charged for the food and beverage and the hourly gratuity rate from the prior week.

- **9.11.** In any department, allocated tips, "shortfall" allocation methods, or other tip issues shall be negotiated upon request by the Union, subject to the requirements of the Internal Revenue Code and the rules and regulations of the Michigan Gaming Control Board.
- **9.12.** The Employer, the Union, and Team Members will work together on appropriate measures to improve customer awareness on tipping practices customary to the industry. It is stated on **Hollywood** Casino at Greektown complimented checks that gratuities are not included.
- **9.13.** Subject to Michigan Gaming Control Board approval, Team Members who are already authorized to accept tips may accept TITO Tickets as tips.

## ARTICLE 10 – MEALS AND BREAKS

#### 10.01. Meals and Breaks.

a. Team Members, excluding Dealers (see paragraphs (b) and (c) below), may take meals and breaks in accordance with the following schedule:

Shift Hours	Meal Eligibility	Breaks and Meal Period
Fewer than 6 hours	Not eligible for meal	One 15-minute break
At least 6 hours but fewer		One 1/2 hour meal period
than 8 hours	One meal	One 15-minute break
At least 8 hours but fewer		One 1/2 hour meal period
than 12 hours	One meal	Two 15-minute breaks
		Two 1/2 hour meal periods
12 hours and over	Two meals	Three 15-minute breaks

All break and meal periods are paid time. Break and meal periods may be combined by mutual agreement.

b. <u>Dealer</u>. Dealers are primarily scheduled for breaks in groups of four (4) to accommodate the break schedule of dealers. The four (4) dealer groups usually consist of three (3) workstations and one (1) relief station.

Dealers are usually provided a twenty (20) minute break period after each one (1) hour work period. Nonetheless, the scheduling of breaks may be affected by the needs of the business and customer service. Dealers are required to adhere to this timeframe and respect the relief time of each Dealer in the group, by taking no more than the allotted twenty (20) minutes. Dealers may use one (1) of their twenty (20) minute breaks for a meal period. Recognizing that Dealers have a difficult time eating their meal within their twenty (20) minute meal period, Dealers may swipe their badge at the GT Cafe two (2) times during a full shift, should they so choose.

The Employer acknowledges its contractual responsibility in Article 10.01(b) regarding break periods for Dealers. In the event a Dealer misses a break because he/she worked longer than one (1) hour the break will be made up as soon as practicable. The Employer will maintain a log of missed breaks in each pit and if the missed break is not made up within thirty (30) days, the affected Dealer will receive compensation for the missed break at their straight time rate of pay.

c. <u>Poker Dealers</u>. Poker Dealers are usually provided a thirty (30) minute break period after each one and a half (1.5) hour work period. Nonetheless, the scheduling of breaks may be affected by the needs of the business and customer service. Poker Dealers are required to adhere to this timeframe and respect the relief time of each Poker Dealer in the group, by taking no more than the allotted thirty (30) minutes. Poker Dealers may use one (1) of their thirty (30) minute breaks for a meal period.

#### 10.02. Meal Periods.

- a. Team Members will be provided one (1) meal per meal period, without charge, in the GT Cafe. Beverages shall be provided in the break room and the GT Cafe. Menus will be posted for the GT Cafe daily.
- b. The meal may be eaten one (1) hour immediately before, during or one (1) hour immediately after the Team Member's scheduled shift. If the meal is eaten immediately before or immediately after the scheduled shift, Team Members must limit their time in the GT Cafe to one (1) hour.
- 10.03. Team Members who are authorized to leave their scheduled shift early will not have their pay reduced for break time taken.

The parties agree that in cases where a Team Member returns late from his/her break or meal period and can verifiably demonstrate that the delay was a result of assisting a guest, no disciplinary action (including issuing points) is appropriate.

## ARTICLE 11 – HEALTH AND INSURANCE BENEFITS

- 11.01. <u>Eligibility</u>. Team Members shall become eligible to enroll in **Hollywood** Casino at Greektown offered health plans beginning on the 91st day of employment, except as otherwise provided in this Article.
- **11.02.** <u>Medical Plan Coverage</u>. Medical plan coverage shall be provided to all Team Members and dependents as follows:
- a. <u>Health Maintenance Organization (HMO)</u>. **Hollywood** Casino at Greektown shall offer medical plan coverage under the Health Alliance and Life Plan ("HAP/EPA") and the Blue Care Network, HMOs, or a mutually agreed upon alternate plan, in accordance with the benefit summary described in Appendix I of this Agreement. **Hollywood** Casino at Greektown shall be responsible for the entire premium for the Team Member and the Team Member's dependents except as set forth below. Changes to the current benefit terms as detailed below shall go into effect at the first open enrollment after the effective date of this Agreement.

#### **GRANDFATHERED HAP II AND BCN**

Team Members hired prior to the effective date of the 2011 Collective Bargaining Agreement and who are eligible to receive health care coverage shall contribute twice a month towards the premium cost during their years of coverage as follows:

A.	HAP Team Member Only	\$15.00 in all Years
B.	HAP Team Member + 1	\$25.00 in all Years
C.	HAP Team Member + Family	\$30.00 in all Years
D.	BCN Team Member Only	\$12.50 in all Years
E.	BCN Team Member +1	\$22.50 in all Years
F.	BCN Team Member + Family	\$27.50 in all Years

#### INTRO HAP II AND BCN

Team Members who elect health care coverage shall choose one of the HMO plans for the first three (3) years of employment and shall be responsible for paying for a share of the premium twice a month as follows:

A.	HAP Team Member Only	\$28.00 in all Years
B.	HAP Team Member + 1	\$43.00 in all Years
C.	HAP Team Member + Family	\$58.00 in all Years
D.	BCN Team Member Only	\$25.50 in all Years
E.	BCN Team Member +1	\$40.50 in all Years
F.	BCN Team Member + Family	\$55.50 in all Years

#### **HAP-TRADITIONAL**

Eligible Team Members, after completing three (3) years of service, who choose the HAP Traditional shall be responsible for paying for a share of the premium twice a month as follows:

A.	Team Member Only	\$17.50 in all Years
B.	Team Member + 1	\$27.50 in all Years
C.	Team Member + Family	\$32.50 in all Years

b. <u>Preferred Provider Organization</u>. **Hollywood** Casino at Greektown shall offer the Blue Cross Blue Shield ("BCBS") PPO Plan, or a mutually agreed upon alternate plan, as described in Appendix II of this Agreement, to eligible Team Members completing three (3) years of service. Team Members who choose the PPO shall be responsible for paying for a share of the premium twice a month as detailed below. Changes to the current benefit terms as detailed below shall go into effect at the first open enrollment after the effective date of this Agreement.

A.	PPO Team Member Only	\$32.50 in all Years
B.	PPO Team Member + 1	\$57.50 in all Years
C.	PPO Team Member + Family	\$72.50 in all Years

- c. <u>Deductibles</u>. The annual deductible for all medical plans shall be \$250 for a single and \$500 for two or more persons.
- d. <u>Co-Pays</u>: The Emergency Room co-pay shall be \$250. Wigs for children (chemotherapy and alopecia) as Durable Medical Equipment. Current Plan co-pays intact except as follows:
  - i. Team Member co-pays for all office visits and Urgent Care visits that were \$10.00 will increase to \$20.00.
  - ii. No Team Member co-pays for up to ten (10) telemedicine consultations per Team Member per Plan year.
- 11.03. Prescription Plan Coverage. The prescription drug plan will be a 3-tiered plan to include mandatory use of generic drugs. Prescription co-pays shall be \$10 for generic drugs, \$30 for brand name drugs, and \$60 non-preferred. Mail order, 90 day supply of prescription drugs will require two (2) co-pays. If the brand-name drug is requested when a generic equivalent is available and the prescriber has not indicated "Dispensed as Written" (DAW) on the prescription, the Team Member must pay the difference in cost between the brand-name drug dispensed and the maximum allowable cost for the generic plus the applicable co-pay. If medical necessity for the brand-specific prescription is disputed, the appeals process would be discussed with the DCC.
- 11.04. <u>Utilization Management Processes</u>. The parties agree that the Employer will work with the insurance carriers/providers to implement the following processes to manage and encourage appropriate utilization of the health care benefits provided to Team Members:

#### (1) Pharmacy

- a. Tighter pharmacy formulary; moving higher cost brand drugs to third tier or non-covered
- b. More step therapy and prior authorizations for higher cost drugs
- c. Generic-only coverage for certain maintenance categories of drugs
- (2) Disease\chronic case management
  - a. Participation in diabetics, asthma and hypertension programs
  - b. Participation in large case management programs for complex cases
- (3) Telemedicine programs
  - a. Implementation of a cost-effective telemedicine alternative to ER, Urgent Care, and physician visits
  - b. No Team Member co-pay for up to ten (10) telemedicine consultations per Team Member per Plan year
- (4) Utilization of lower cost facilities
- 11.05. <u>Dental Plan</u>. Dental Plan coverage shall be offered to Team Members according to the plan designs and networks in existence at the time of ratification of the Collective Bargaining Agreement, or a mutually agreed upon alternate plan. Dental Plan coverage shall be offered at no cost to the Team Member. The Dental Plan Annual Maximum Benefit is \$1,850 per participant with the Lifetime Maximum for Orthodontia of \$2,000 per dependent child.
- 11.06. <u>Vision Plan</u>. Hollywood Casino at Greektown shall continue to offer vision benefits through the Heritage Optical Vision Plan, or a mutually agreed upon alternate plan. Vision plan coverage shall be offered at no cost to the Team Member.
- 11.07. <u>Disability Benefits</u>. Hollywood Casino at Greektown shall continue to provide Disability Benefits to Team Members. Team Members hired after the ratification of the Collective Bargaining Agreement shall be subject to a one (1) year waiting period to become eligible for disability benefits. The weekly benefit maximum for short term disability is \$450 per week.
- 11.08. <u>Life Insurance Benefits</u>. Hollywood Casino at Greektown shall provide Life Insurance benefits at one and a half times (1 1/2 x) the Team Member's annual salary, including tips and tokes. Accidental Death and Dismemberment coverage shall be provided to Team Members. Team Members may purchase additional life insurance on a voluntary basis through payroll deduction.

- 11.09. Open Enrollment. An open enrollment period for benefits selection shall be held for Team Members within 180 days of ratification of the Collective Bargaining Agreement. The parties are committed to working together to provide enrollment opportunities as soon as feasible after ratification in conjunction with insurance carriers' contract provisions.
- 11.10. Opt Out Option. Team Members who have access to alternate health insurance coverage may elect to receive an "opt out option" payment of \$1,200 (paid in quarterly installments of \$300) in lieu of medical coverage during each annual open enrollment period. Team Members who select the opt-out option shall be required to provide proof of alternate health insurance coverage. The opt-out option shall not be available to Team Members covered by a co-Team Member's medical coverage.
- 11.11. <u>Domestic Partners</u>. Pursuant to the U.S. Supreme Court's decision in *Obergefell v. Hodges* (2015), which legalized same-sex marriage in every state throughout the United States, the Employer will phase out Domestic Partner health benefits as follows. Notwithstanding any provision of the 2015 Agreement, upon the date of ratification of the 2015 Agreement, the Employer will no longer provide Domestic Partner benefits, except that existing eligible same-sex Domestic Partners who participated in such benefits on such date of ratification shall be permitted to retain such benefits until December 31, 2016. In order to continue coverage for such benefits, the Team Member must, no later than December 31, 2016, provide documentation to the Employer to demonstrate proof of marriage.

Should the Supreme Court's decision in *Obergefell v. Hodges* be overruled or abrogated, by the Court or Act of Congress, the parties agree to reinstate Domestic Partner coverage as provided under the 2011 Agreement between the parties.

"Domestic Partner" means an individual, of the same gender, who resides together with the Subscriber and intends to do so permanently; who shares in basic living expenses; who is not related by blood to a degree of closeness that would prohibit marriage were the individual of the opposite sex; is at least the age of consent; who is not in a domestic partnership with anyone else; and who, if eligible to register as domestic partners in the jurisdiction which the Subscriber and he/she lives and/or works, would register as domestic partners within thirty-one (31) days of enrollment eligibility.

- 11.12. <u>Smoking Cessation</u>. The parties are committed to working jointly to create appropriate programs to raise awareness of Team Members of the health risks associated with smoking and encourage Team Members to quit smoking.
- 11.13. <u>Health Benefits Joint Committee</u>. The Company and the Union shall continue to work together on investigating Health Plan options, and shall do so in conjunction with the other two Detroit Casinos in a Health Benefits Joint Committee. The purpose of the Health Benefits Joint Committee ("Committee") is to explore and discuss innovative ways to control the ever increasing cost of health care, while maintaining the quality of health benefits offered to Team Members. This purpose shall include, but not be limited to, investigating and making recommendations regarding cost containment measures, options to reduce the health care cost inflationary rate on an annual basis, and ways to mitigate any adverse impact because of the

actuarial value of the plans, plus providing educational materials and information regarding health insurance and health to Team Members.

- a. The Committee will consist of an equal number of representatives selected by the Employer and the other two Casinos and by the Union. (By way of example, if the parties determine that the number shall be eight (8) for each side, then the three Detroit Casinos select eight (8) representatives and the Union selects eight (8) representatives.)
- b. The Committee will determine the frequency of meetings and the rules governing the meetings. Decisions by the Committee will be made by an affirmative vote of at least three-quarters (3/4) of the Detroit Casinos' representatives and at least three-quarters (3/4) of the Union's representatives.
  - c. The Committee shall be authorized to do the following:
    - i. Explore incentives and cost containment measures relating to, among other things, pharmaceuticals, health care delivery options, and treatment programs.
    - ii. Prepare an annual report and recommendations regarding, among other things, cost containment measures and options to minimize the health care cost inflationary rate and mitigate any adverse impact because of the actuarial value of the health benefit plans.
    - iii. Provide Team Members with educational materials and information regarding health insurance and health, including but not limited to the annual report with recommendations.
    - iv. Convene meetings, conferences, or other discussions with Team Members regarding health insurance and health.
- d. If reductions in health care benefit costs in a given plan year are achieved as a result of new recommendations by the Committee, fifty percent (50%) of those cost reductions will be passed on to or otherwise go to the benefit of the Team Members, as agreed upon by the parties, but only if: (a) the average per Team Member increase in cost of health care benefits is below five percent (5%) in the applicable plan year, and (b) the Employer is not adversely impacted because of the actuarial value of the plans. It shall be the authority of the Committee to determine additional benchmarks to be used for measuring cost reductions or year-over-year increases in health care benefit costs. In any event, such health care benefit costs shall be calculated on a per casino basis, taking into account total costs of the health care plans for the Employer.
- 11.14. <u>Insurance Carriers/Providers</u>. Insurance carriers/providers of health care delivery systems shall be selected and approved by mutual agreement. The Employer may add additional carriers to provide other plan options, where the carriers and the plan options are mutually agreed upon by both the Employer and the DCC. However, the Employer may, at its sole discretion, choose to self-insure.

11.15. Wellness Plan. In each plan year, any Team Member who voluntarily participates in and complies with the Employer's Wellness Plan requirements will receive for the next plan year a credit against the Team Member's contributions during that plan year equal to 1/2 of the single Team Member contributions for the plan in which the individual Team Member is enrolled. If the Team Member ceases participation or compliance, the Team Member will, in the next plan year, receive no credit. The administration of the Employer's Wellness Plan will be discussed with the DCC.

## ARTICLE 12 – 401(k) RETIREMENT PLAN

12.01. Hollywood Casino at Greektown shall provide for eligible Bargaining Unit Members to participate in the Hollywood Casino at Greektown 401(k) Retirement Savings Plan, as may be amended from time to time (the "Plan"). Bargaining Unit Members will be eligible to participate in the Plan beginning with the first payroll period of the month following completion of one (1) Year of Contribution Service. ("Year of Contribution Service" is defined as the twelve (12)-month period beginning on the Bargaining Unit Member's employment commencement date in which the Team Member completes 1,000 hours of service; provided, however, that if the Team Member fails to satisfy the 1,000 hour requirement during his first twelve (12)-months of employment, then subsequent Years of Contribution Service shall be measured from the end of the previous twelve (12)-month period. For purposes of determining Years of Contribution Service, forty-five (45) hours of service shall be credited for any week in which the Team Member performs one (1) hour of service.)

**12.02.** For hours worked on and after October 17, 2009, **Hollywood** Casino at Greektown shall make contributions to the Plan, no less frequently than on a bi-weekly basis, on behalf of eligible bargaining unit members based on years of contribution service in the following manner:

Years of Contribution Service	Cents Per Hour
< 1 year	0 cents
1 year < 3 years	60 cents
3 years < 5 years	70 cents
5 years and up	80 cents

If a Bargaining Unit Member is continuously employed by **Hollywood** Casino at Greektown starting from his initial employment commencement date, then his Years of Contribution Service for purposes of this contribution shall be calculated by reference to his initial employment commencement date and subsequent anniversaries thereof. If a Bargaining Unit Member terminates employment with **Hollywood** Casino at Greektown and is subsequently rehired by **Hollywood** Casino at Greektown, then his Years of Contribution Service shall be equal to the number of full Years of Contribution Service he completed as of his termination date prior to being rehired, and his subsequent Years of Contribution Service shall be determined by reference to his latest employment commencement date and subsequent anniversaries thereof.

A Bargaining Unit Member who first completes a Year of Contribution Service on or after October 17, 2003, shall begin receiving this contribution for the first payroll period commencing after his completion of his first Year of Contribution Service.

Bargaining Unit Members shall become vested in these contributions based on Years of Service (1,000 hours of service in a calendar year) and the following schedule:

Years of Service	Percentage Vested in the Cents Per Hour Contributions
Less than 2 years	0%
2 but less than 3	50%
3 or more	100%

In addition, Team Members who were employed by **Hollywood** Casino at Greektown on or before October 17, 2000, and continued in employment through October 17, 2003 (including Team Members on a leave of absence), are 100% vested in these contributions.

12.03. This Plan shall be administered in accordance with all applicable IRS regulations and rules. No matching contributions will be made under the Plan on behalf of Bargaining Unit Members with respect to any salary reduction contributions under the Plan attributable to compensation paid for hours worked on or after October 17, 2003, and such compensation will not be included in compensation used to determine the limits on the amount of the matching contribution.

**12.04.** All Bargaining Unit Members who are participants in the Plan and who either (i) had salary reduction contributions withheld under the Plan from the payroll period ended October 12, 2003, or (ii) did not have salary reduction contributions withheld under the Plan from the payroll period ended October 12, 2003, but as of such date, (X) had a salary reduction contribution election on file with the Plan's administrator, and (Y) salary reduction contributions were not withheld from compensation for such payroll period due to the Team Member's not having any compensation paid for such payroll period or due to a leave of absence, as determined by the Plan's administrator, will be eligible (such Team Members are referred to herein as "Transition Match Eligible Team Members") to share in a one (1)-time, 100% vested matching contribution that will equal, in the aggregate, the sum of (1) an amount determined by dividing (A) the total amount, determined on October 22, 2003, of matching contributions allocated for 2003 to the Plan accounts of the Transition Match Eligible Team Members, by (B) a fraction, the numerator of which is 41 and the denominator of which is 52, plus (2) the total amount, determined on October 22, 2003, of matching contributions allocated for 2003 to the Plan accounts of Bargaining Unit Members who were not Transition Match Eligible Team Members. This aggregate matching contribution amount will be allocated among the Plan accounts of the Transition Match Eligible Team Members in the same proportion that the total of each such Transition Match Eligible Team Member's salary reduction contributions under the Plan (not exceeding six percent (6%) of compensation paid through October 22, 2003) made for 2003 through October 22, 2003, bears to the total of all salary reduction contributions (not exceeding six percent (6%) of compensation paid through October 22, 2003) made by all Transition Match Eligible Team Members under the Plan for 2003 through October 22, 2003.

## ARTICLE 13 – DEPENDENT CARE AND WORK-LIFE

- **13.01.** <u>Dependent Care.</u> Hollywood Casino at Greektown shall provide a dependent care subsidy to assist Team Members with the expenses associated with dependent care (as defined by the Internal Revenue Service). The dependent care subsidy provided shall be up to \$45.00 per week per Team Member and shall be subject to the following guidelines:
- a. Team Members shall be eligible for this benefit beginning the first day of the month following six (6) months of continuous full-time employment.
- b. The dependent(s) must be a legal dependent as stated on the Team Member's federal tax return. Proof of the federal income tax deduction on a Team Member's most recent federal tax return shall be required.
- c. The dependent care may be provided in the Team Member's home by a caregiver, in the home of the caregiver, or outside of the Team Member's home.
- d. The dependent care subsidy shall be paid if the dependent care is necessary to enable a single parent or a Team Member who is the sole support for a dependent to remain employed or if the dependent care subsidy is necessary to enable both a Team Member and the Team Member's spouse to remain employed. In such circumstance, both the Team Member and the Team Member's spouse must be working on the same or overlapping shifts for the Team Member to qualify for the benefit. The dependent care subsidy shall not be paid if the work schedule of one spouse permits that individual to be at home while the other is working.
- e. The dependent care subsidy shall not be paid during vacation periods, days off, or while the Team Member is on an approved leave of absence.
- **13.02.** Team Members are required to apply for the dependent care subsidy through the Human Resources Department. Team Members applying for this benefit will be asked to provide documentation to verify that the dependent(s) is being cared for by a provider as described in paragraph c above, in addition to any other necessary information or documentation.
- **13.03.** Work-Life. The parties recognize the importance of supporting the work, family and personal needs of Team Members and are committed to the following:
- a. A Work and Family Dependent Care Needs Assessment will be conducted to identify the dependent care needs of the Team Members. Work and Family initiatives identified by the Needs Assessment may be implemented during the life of this Agreement. The cost of the Needs Assessment will not exceed \$28,000. The vendor of the Resource and Referral Program will conduct the Needs Assessment. The parties shall work jointly on this project. Initiatives from the Needs Assessment may be implemented through these services.
- b. A Resource and Referral service will be provided. The service will include a 24-hour toll free phone line and on-site consultation that assists Team Members in locating and

selecting dependent care services to meet their specific needs and offers caregiver education on topics ranging from parenting to elder care. This service will be delivered by a vendor specializing in dependent care consulting services and will be jointly selected through a mutually agreed upon request for proposal process. The costs of the service shall not exceed \$21.00 per Team Member per year and will include eight (8) hours of on-site consultation per month.

**13.04.** This subsidy shall be provided in accordance with all applicable IRS rules and regulations.

# ARTICLE 14 – LEAVES OF ABSENCE

Leaves of absence without pay for reasons including bon a fide illness, on the job injuries or personal reasons shall be granted to Team Members in accordance with the provisions of this Article after successful completion of their probationary period. The terms of any leave covered by this Article may be extended by the written agreement of the parties. The circumstances and conditions of a leave request will be stated on the appropriate leave of absence form. A leave of absence is not automatic, and must be requested, reviewed, and approved by the Employer in writing. All leaves of absence will be in accordance with the Family and Medical Leave Act of 1993 ("FMLA"), where applicable.

- **14.01.** The following types of leaves of absence shall be granted under the following conditions:
- a. <u>Medical Leave</u>. A medical leave of absence will be granted to a Team Member due to illness or injury, according to the following guidelines:
  - i. A Team Member who is unable to work as a result of a job-incurred injury shall be granted a leave of absence until such time as s/he is able to return to work.
  - ii. A medical leave of absence will not exceed the lesser of time worked or one year. A Team Member who exceeds the one year medical leave of absence shall be placed on inactive status. In the event the Team Member is able to return to work within his/her inactive status period as set forth in section 14.04 below, the Team Member may return to work with seniority accumulated at the time of being placed on inactive status.
  - iii. The Employer may require medical evidence prior to approving a medical leave of absence for any length of time. In the event there is a disagreement about eligibility for a medical leave, the Employer may require the Team Member to submit to a medical exam conducted by a jointly selected impartial health care provider whose opinion shall be binding on both parties. The Employer shall pay for the cost of the examination.
  - iv. Whenever possible, the Team Member shall request the leave in writing to Human Resources and/or its designee at least thirty (30) calendar days in advance of the commencement of the leave.
  - v. The Employer will continue to provide medical insurance coverage for eligible Team Members for up to twelve (12) weeks while on an approved medical leave of absence in accordance with the requirements of the FMLA. A Team Member not eligible for FMLA leave will receive medical benefits until the end of the month following the month the leave began.

- b. <u>Family Illness Leave</u>. A leave of absence will be granted to a Team Member due to illness in an Employee's immediate family as defined by the FMLA, according to the following guidelines:
  - i. The leave will not exceed twenty-six (26) weeks.
  - ii. The leave shall be requested in writing and submitted by the Team Member to Human Resources and/or its designee with as much advance notice as possible.
  - iii. The Employer may require proof of illness and/or relationship.
  - iv. The Employer will continue to provide medical insurance coverage for eligible Team Members for up to twelve (12) weeks while on an approved family illness leave of absence in accordance with the requirements of the FMLA. A Team Member not eligible for FMLA leave will receive medical benefits until the end of the month following the month the leave began.
- c. <u>Child-Rearing Leave</u>. A child-rearing leave of absence will be granted for the birth and caring of a Team Member's child or for the placement of a child with a Team Member for adoption or foster care, according to the following guidelines:
  - i. The leave will not exceed twenty-six (26) weeks. Eligibility ends one (1) year after the date of birth or placement of the child or children.
  - ii. Proof of birth, placement, or adoption may be required.
  - iii. The leave of absence request shall be in writing and submitted by the Team Member to Human Resources and/or its designee thirty (30) days in advance of the proposed leave commencement, or with as much advance notice as possible.
  - iv. The Employer will continue to provide medical insurance coverage for eligible Team Members for up to twelve (12) weeks while on a child-rearing medical leave of absence in accordance with the requirements of the FMLA. A Team Member not eligible for FMLA leave will receive medical benefits until the end of the month following the month the leave began.
- d. <u>Military Leave</u>. A Military service leave of absence will be granted to a Team Member serving in a branch of the U.S. Military, according to the following guidelines:
  - i. The leave of absence request shall be in writing and submitted by the Team Member, Human Resources and/or its designee with thirty (30) days advance notice, unless the Team Member is called for emergency active duty.

- ii. Proof of military duty will be required prior to the approval of such leave being granted.
- iii. Any Team Member inducted into the armed forces of the United States within the meaning of the Military Selective Service Act of 1967, herein called the Act, or a similar federal law in the time of National Emergency, who, within the meaning of the Act, satisfactorily completes the Team Member's period of service, shall upon termination of such service and consistent with such Act, be reemployed in line with such Team Member's seniority, at the then current rate for such work provided such Team Member has not been dishonorably discharged from such service and reports for work within ninety (90) calendar days of the date such employee is discharged or otherwise separated from such service in the armed forces of the United States.
- e. <u>Political Office Leave</u>. A political office leave of absence will be granted to Team Members to run for political office or to hold political office, according to the following guidelines:
  - i. The leave will not exceed two (2) years.
  - ii. All provisions of a political office leave of absence are subject to the rules and regulations of the Michigan Gaming Control Board.
- f. <u>Union Business Leave</u>. A Union business leave of absence will be granted for up to twenty-five (25) Team Members for the purpose of accepting employment with any of the five (5) labor Unions that comprise the Detroit Casino Council, upon written request from the Union submitted to the employer at least seven (7) days prior to the first absence. A Union business leave of absence will be granted according to the following guidelines:
  - i. The leave may be granted up to one (1) year. Extensions shall not be unreasonably denied.
  - ii. The Team Member on Union business leave shall not be assigned to any facility operated by Greektown's owners, unless mutually agreed upon by the parties in writing.
  - iii. The Team Member elected or appointed to a Union office will be granted a leave for the term of the office.
  - iv. Time spent on Union leave will be considered time worked for purposes of seniority and benefit accruals, to the extent consistent with state and federal law.

## 14.02. Other Leaves of Absence.

Personal leaves of absence without pay may be granted to Team Members after successful completion of their Probationary Period according to the following guidelines:

- a. The circumstances and conditions of the personal leave must be stated on the appropriate leave of absence request form.
- b. A personal leave of absence will normally be limited to eight (8) weeks. Exceptions to the eight (8) week limit will be made in accordance with the requirements of FMLA.
- c. The Employer will continue to provide medical insurance coverage for eligible Team Members until the end of the month following the month the personal leave of absence began, or for longer periods in accordance with the requirements of the FMLA.

### 14.03. General Requirements.

- a. A Team Member who enters into gainful employment at another Employer while on a leave of absence unless specifically approved by the Employer in writing shall be terminated.
- b. A Team Member may request an extension of a leave of absence, beyond the time periods set forth above, by contacting Human Resources:
  - i. The Employer may require written justification for the extension.
  - ii. An extension is not automatic and must be requested and granted in writing.
- c. Leaves of absence will not be granted to Team Members being laid off because of lack of work.
- d. The maximum length of time a Team Member will be covered under the Group Health Plan while on a leave of absence is as provided in 14.02 c. above. Team Members on leaves of absence beyond that time may continue their coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), if they wish. Medical coverage to be restored to a Team Member upon return from a leave of absence shall be that which is being offered to all other bargaining unit Team Members.
- e. A Team Member may request, but shall not be required, to use earned/unused vacation days before beginning an unpaid medical leave for the Team Member's own serious health condition, or a family care leave for the serious health condition of the Team Member's spouse, parent or child. A Team Member without attendance-related discipline may request, but shall not be required, to use earned/unused personal/sick days before beginning an unpaid medical or family care leave.

## 14.04. Returning From a Leave of Absence.

- a. Any Team Member returning from leave of absence due to a medical condition or a leave of absence due to injury is required to obtain a written release from a licensed physician stating that the Team Member is able to return to work.
- b. A Team Member returning from a leave of absence will be returned to his or her regular job classification, shift and station (or station rotation) on the day the Team Member is to return to work, without loss of seniority unless a shift rebid occurs during a Team Member's absence. In such situations, the Team Member will return to his/her position awarded based on his/her seniority in the bidding process subject to licensure and/or certification. Benefits will be restored upon return to work without an additional waiting period.
- c. A Team Member who returns to work from an Inactive Status will be returned to a job in his/her former job classification, if available, or a comparable job classification, which may result in the displacement of the least senior Team Member in the classification. The following conditions must be met for a former Team Member to be eligible for such return to his/her former job classification:
  - i. Return to work must occur within the lesser of time worked or thirty-six (36) months of being placed on Inactive Status.
  - ii. Intent to return to the Employer must be given in writing within fifteen (15) days from the date on which the Team Member is placed on Inactive Status.
  - d. Seniority will accumulate during an approved leave of absence.

# ARTICLE 15 – UNIFORMS

- **15.01.** The Employer shall furnish, pay for, and launder or clean uniforms, which Team Members are required to wear. Team Members may at their own option launder uniforms themselves.
  - Employer will provide Team Members three (3) pairs of black trousers or three (3) skirts upon hire at no charge.
  - The Company will make available trousers, skirts and hosiery for Team Members to purchase at cost.
  - Team Members are required to provide their own socks.
- 15.02. The Employer shall make available a sufficient supply and variety of sizes of uniforms so that Team Members will have clean and properly fitting uniforms at all times. A clean uniform shall be furnished to each Team Member as frequently as needed, but not more than daily for cooks and miscellaneous kitchen help and not more often than every two (2) days for other Team Members. Team Members must wear the uniforms furnished by the Employer.
- **15.03.** Appropriate seasonal uniforms or cold weather jackets shall be furnished by the Employer for classifications where needed. Any other outer apparel or jewelry may not be worn without approval of the Employer.
- **15.04.** Team Members are responsible for providing ordinary shoes, so long as a special type is not required. When possible, the Employer will provide opportunities for low-cost or discounted uniform shoe purchase.
- **15.05.** While Team Members are not required to make deposits for uniforms or clothing furnished by the Employer, they are nevertheless responsible for such uniforms and clothing. Except for normal wear and tear, Team Members shall be responsible for the loss of or intentional damage to uniforms and clothing furnished by the Employer. Team Members shall not wear their work uniforms or **Hollywood** Casino at Greektown identification badges, except while working for **Hollywood** Casino at Greektown, and while going to and from work.
- **15.06.** Team Members who have medical problems with required uniforms shall be accommodated by the Employer, with adequate medical documentation if requested.
- **15.07.** Disposition of Uniform Upon Termination of Employment. Upon receiving a Hollywood Casino at Greektown-provided uniform or uniform component(s), a Team Member shall be required to sign an acknowledgement of receipt form stating that Employer-provided uniforms and uniform component(s) will be returned to the Employer upon separation from Hollywood Casino at Greektown for any reason. In lieu of requiring a Team Member to pay a security deposit for a uniform or uniform component(s), a Team Member shall be required to sign an authorization form allowing Hollywood Casino at Greektown to deduct the cost of

uniform(s) or uniform component(s) from the individual's final paycheck, in the event the individual fails to return the uniform(s) or uniform component(s) upon separation from **Hollywood** Casino at Greektown.

**15.08.** If **Hollywood** Casino at Greektown requires the purchase of a unique and specialized shoe brand or type, the Team Member shall be reimbursed for one pair of such shoes one time per year.

# ARTICLE 16 – JURY DUTY OR COURT APPEARANCE

### 16.01. **Jury Duty**.

- a. A Team Member required to perform jury duty receives the Team Member's straight time rate of pay, less jury fees received. Compensation for jury duty is based on the number of hours the Team Member would regularly have worked on those days.
- b. Graveyard Shift Team Members may take off with pay either the night before or the night of their court date. Swing and Day Shift Team Members may take off with pay the day they are in court.
- c. Team Members receiving a jury summons must present the summons to their Supervisor immediately. Team Members must furnish their Supervisor with proper written documentation of performed jury duty and fees received.
- d. If a Team Member's jury duty service is canceled, the Team Member must notify the Employer prior to 8:00 p.m. the day before the Team Member is due in court. The Employer will attempt to schedule the Team Member to the Team Member's regular number of work hours.
  - e. Time spent on jury duty is not used for purposes of calculating overtime pay.

#### 16.02. Court Appearance.

- a. A Team Member required to appear in court or at a deposition on behalf of the Employer shall receive his or her regular straight time hourly rate of pay except tipped and toked Team Members shall receive two (2) times his or her regular straight time hourly rate of pay.
- b. Time spent at administrative hearings or court proceedings, or at a deposition on behalf of the Employer is used for purposes of calculating overtime pay.
- c. If a Team Member is subpoenaed as a witness other than as a witness for the Employer, he/she will not be considered as being on duty, but will be granted an excused absence unless the Team Member requests a vacation day or a sick/personal day.

# ARTICLE 17 – HEALTH AND SAFETY

- 17.01. <u>Health and Safety</u>. The parties recognize that the Employer has the obligation to comply with all federal and state laws regarding health and safety in the workplace. Accordingly, the Employer shall have the obligation to make the necessary and/or reasonable provisions for the health and safety of Team Members.
- 17.02. The Union recognizing the importance of maintaining a healthy and safe workplace and agrees to cooperate with the Employer's effort to carry out its obligations.

## 17.03. Joint Health and Safety Committee.

- a. The Employer and the Union recognize that a safe and healthy workplace requires their joint commitment. Therefore, a Joint Health and Safety Committee shall be established. The Committee shall meet once every two (2) months or as determined by the Committee. The Committee shall consist of eight (8) members appointed by the Union and eight (8) members appointed by the Employer. The parties may agree to expand the Committee provided that equal representation is maintained. The purpose of the Committee is to discuss and make recommendations to the Employer on health and safety concerns. The members are charged with establishing the topics and setting the agenda for meetings.
- b. Among those matters appropriate for discussion are significant developments in the health and safety fields, review of injury and illness experience of Team Members, and procedures to minimize the Team Members' exposure to known health and safety hazards.

### The Joint Committee shall:

- Participate in joint training and education.
- Evaluate health and safety research needs and recommend appropriate research projects.
- Review the results of accident investigations.
- Receive reports on health and safety reviews of the facility.

The parties also agree that, in addition to the above, the following subjects will be appropriate for discussion:

- Ergonomics, including training issues
- Team Member Stress
- Threats/Violence in the Workplace
- Hazardous Materials
- Preventative Maintenance
- Noise Control
- Air Quality
- Additional subjects which may come up

- Blood borne pathogens and communicable diseases, including training issues.
- c. The Joint Health and Safety Committee may seek expert consultation when necessary. If the Joint Health and Safety Committee is unable to reach agreement, either party may request that the issue be processed through Mediation.
- **17.04.** <u>Mediation</u>. Mediation shall be implemented according to the following procedures:
- a. <u>Selection and Cost</u>. Mediators will be mutually agreed upon and may be selected from the State or Federal Mediation Services. The parties shall share the cost and expenses of the Mediator.
- b. <u>Issue for Mediation</u>. The issue mediated will be the same as the issue the parties failed to resolve through the Joint Health and Safety Committee.
- c. <u>Party Spokesperson</u>. The Employer and the Council shall each appoint a principal spokesperson for the Mediation, who may not be an attorney.
- d. <u>Authority/Jurisdiction of Mediator</u>. The Mediation process shall be informal. The Mediator has the authority to meet both jointly and separately with the parties; however, the Mediator has no authority to compel resolution of the issue. The jurisdiction of the Mediator shall not extend to proposed changes to any provisions of this Agreement.
- e. <u>Record of Mediation</u>. The record of the Mediation shall be closed and inadmissible in any subsequent proceeding unless a written settlement is reached, in which case the record shall be admissible solely to interpret or apply the settlement, if necessary.
- f. <u>Advisory Opinion</u>. Either party may request the Mediator to give the parties an oral advisory opinion.
- g. <u>Written Materials</u>. Written material presented to the Mediator or to the other party shall be returned to the party presenting that material at the termination of the Mediation.
- 17.05. A Team Member or a group of Team Members who believe there is cause for complaint that the Employer has not made reasonable provision for the Team Member's health and safety may, either discuss the matter directly with the Team Member's supervisor or may take it up with the Team Member's Union representative, who shall discuss the complaint with the Team Member's supervisor. Every effort shall be made to settle complaints promptly at this point through discussion.
- 17.06. The parties agree to establish a formal training program for the Health and Safety Committee regarding health and safety related issues. The agenda for the formalized training will be created jointly. Health and Safety Committee training will be scheduled at least one (1) time per year.

# ARTICLE 18 – TRAINING & DEVELOPMENT

- **18.01.** The Employer recognizes that job training is important for promoting the development, success, and advancement of its Team Members. It further recognizes that a cooperative training program will assist in the provision of training for Team Members covered under this Agreement.
- **18.02.** Team Members who successfully complete the Employer's Training Program or complete a training program developed pursuant to the Joint Training Committee for a classification covered by this Agreement, except as otherwise specified in this Agreement, shall be considered qualified for that classification for purposes of Transfers, Promotions and Seniority pursuant to this Agreement.

Except as otherwise specified in this Agreement, such training programs shall be made available equally to all interested Team Members and shall be offered at no cost to the Team Members.

## 18.03. Education Expense Reimbursement.

- a. **Hollywood** Casino at Greektown is committed to assisting Team Members in achieving their full career potential and excellence in job performance. **Hollywood** Casino at Greektown will provide education and/or professional development assistance to Team Members who meet the criteria set forth below.
- b. Regular full-time and part-time Team Members who have completed at least six (6) months of continuous service are eligible for educational financial assistance up to \$1,800 per semester not to exceed \$3,600 per year.
  - c. Team Members are not eligible for educational assistance if:
    - 1. They are in receipt of comparable veteran's educational benefits, scholarships or other financial aid, except for student loans.
    - 2. They are on a leave of absence excluding medical leaves of absence.
    - 3. Their employment record contains current disciplinary counseling within the three (3)-month period prior to the date of the request that includes a suspension.
- d. Each Team Member will be limited to reimbursement for a maximum of five (5) courses per semester in the amounts set forth below not to exceed amount established in 18.03 b. above.

- e. Courses of study must be job related, either to the Team Member's current position or for development at **Hollywood** Casino at Greektown. All courses must be from an accredited learning institution.
- f. At least two (2) weeks prior to the start of the class, the Team Member must submit a completed "Tuition Assistance" form to the Team Member's Director/Vice President, who will verify eligibility.
  - 1. The Director/Vice President must verify that the course is job related and directly relates to the Team Member's current position or a probable future position at Greektown, or if the course is a prerequisite to a course of study as described in this paragraph.
  - 2. Forms can be obtained from the **Hollywood** Casino at Greektown Academy.
  - 3. The Director/Vice President or his/her designee will forward the form to **Hollywood** Casino at Greektown Academy for approval.
- g. The Director/Vice President or his/her designee will notify the Team Member if the course is approved or denied.
- h. Team Members are reimbursed for tuition, lab fees and textbooks upon completion of the course with a "C" or better or a "pass" grade on a pass/fail course.
- i. The Team Member must show proof of college enrollment and grades to be reimbursed for tuition, lab fees and textbooks.
- j. It is the Team Member's responsibility to submit all necessary documentation (fees, receipts, transcripts, report cards and proof of course completion) to the Team Member's Director/Vice President within thirty (30) days of course completion in order to be eligible for reimbursement.
  - 1. Receipts for books must show name and address of bookstore, date, total and names of books.
  - 2. Team Members must meet the same eligibility criteria at the time of completion of the course as they did when they applied.
  - 3. Team Members can pick up their check at the **Hollywood** Casino at Greektown Academy two (2) weeks after submission of the completed form.
  - 4. If a Team Member is separated from the Employer before completion of the course, or after completion but before reimbursement is received, reimbursement will be voided. Team Members are encouraged to share proof of course completion with their Director or Vice President.

- k. Documentation of course completion is included in the Team Member's employment record.
  - 1. Classes must be scheduled outside the Team Member's regular work hours.
- m. The Employer agrees to pay a bonus of \$500 to any Team Member who does not currently have a High School Diploma as of October 17, 2011 who enters and successfully completes a GED program to obtain a high school equivalency degree. The Employer also agrees to the Union's proposal to increase educational financial assistance amount to \$1800 per semester not to exceed \$3600 per year.

## 18.04. Seminars and/or Conference Reimbursement.

- a. Full-time Team Members who have successfully completed their Probationary Period are eligible to attend professional development seminars/conferences, in accordance with the following:
  - 1. The Director/Vice President of the Department must pre-approve in writing seminars and conferences.
  - 2. The Team Member's department is responsible for the seminar and/or conference registration, travel arrangements and payment of fees.
  - 3. Certificates of completion for a seminar or conference should be forwarded to Human Resources for inclusion in the Team Member's employment record.
  - b. The Vice President of Human Resources must approve exceptions to this policy.

## 18.05. GED's or Degree of High School Equivalency.

- a. Team Members who have not completed high school and received a degree are encouraged to complete their GED where applicable. Team Members taking GED classes will be eligible for tuition reimbursement under the tuition reimbursement guidelines set forth herein.
- b. **Hollywood** Casino at Greektown will give a self-improvement incentive of \$500 to any Team Member who does not currently have a High School Diploma who enters and completes a GED program to obtain a high school equivalency degree. The incentive will be credited against the Team Member's educational financial assistance.
  - 1. Current programs must be approved by **Hollywood** Casino at Greektown.
  - 2. The completed degree must be submitted as proof with registration papers that show enrollment and issuance of the degree.
- **18.06.** When Team Members take courses as specifically required in trainee or apprenticeship programs, the expense will be reimbursed through the Tuition Assistance Program.

#### 18.07. Employment Apprenticeships.

## a. <u>Engineers/Carpenters</u>.

- 1. **Hollywood** Casino at Greektown will employ one (1) Apprentice Engineer/Carpenter for every ten (10) Journeymen Engineers/Carpenters employed at the property with a maximum employment of two (2) Apprentice Engineers/Carpenters.
- 2. Apprentice rates shall be set at seventy-five percent to ninety-five percent (75% 95%) of the Journeyman rates dependent upon the individual's qualifications and certificates earned.
- 3. The Employer agrees to assign a representative to the JAC as a member or alternate.

### b. Slot Technicians.

- 1. After joint development of a Slot Technician Apprentice Program, **Hollywood** Casino at Greektown will employ one (1) Apprentice Slot Technician for every ten (10) Journeymen Slot Technicians employed at the property with a maximum employment of two (2) Apprentice Slot Technicians.
  - Apprentice rates shall be set at seventy-five percent to ninety-five percent (75% 95%) of the Journeyman rates dependent upon the individual's qualifications and certificates earned.
- 2. The Employer agrees to assign a representative to the JAC as a member or alternate.

# ARTICLE 19 – TEAM MEMBER ASSISTANCE PROGRAM ("TMAP")

19.01. The Employer and the Union hereby express their determination to work jointly to combat personal problems including substance abuse, problem gaming, and improving mental health among Team Members and their families.

Alcoholism and drug dependency are recognized by medical, public health authorities, **Hollywood** Casino at Greektown and the Union as diseases. These diseases can impair Team Members' abilities to function in their lives and on their jobs.

The causes of personal problems including alcoholism, drug dependency, problem gaming and mental health disorders are not well understood and cures are difficult. Nonetheless, **Hollywood** Casino at Greektown and the Union believe that constructive measures are possible to deal with these problems, which can be a major cause of family breakdown and are related to personal breakdown and violence in the community.

It is important for the parties to this Agreement to:

- 1. Generate a climate in the workplace, which strives to minimize the effects of the social stigma associated with mental disorders, problem gaming, alcoholism, drug dependency, and other personal problems, which act as barriers to Team Members seeking help to resolve such personal problems.
- 2. Insist that the joint organization at all levels exercise their best efforts toward the objective of earlier identification and motivation of Team Members to take advantage of Team Member Assistance Program ("TMAP") services.
- 3. Assure confidentiality in working with Team Members.
- 4. Assist in developing educational and informational materials to use at the workplace.

### 19.02. Objectives.

The objectives of this joint effort are to help Team Members and their families develop healthier life styles and enhance the effectiveness of the workforce. Further, the purpose of the TMAP is designed to help prevent the development of personal problems and provide access for treatment and after care for those already affected.

**Hollywood** Casino at Greektown and the Union acknowledge that neither Management nor the Union working alone can always provide the level of motivation required by Team Members experiencing personal problems. As a result, joint efforts are imperative in encouraging the individuals to seek TMAP services, as needed, to respond successfully to treatment and to maintain a resolve to avoid further personal problems.

#### 19.03. Guidelines.

An Advisory TMAP Team ("Team") will be formed to facilitate the joint efforts. The Team will be comprised of five (5) representatives from **Hollywood** Casino at Greektown and five (5) representatives from the Union. The Team will meet quarterly for the purpose of developing workplace education and to provide direction and consultation regarding the program. Team Members who participate in the Team are required to undergo forty (40) hours of training in the initial year of this Collective Bargaining Agreement and twenty-four (24) hours of training per year for the duration of the contract term. Team Members will be compensated straight time hourly rates for such training and for up to two (2) hours per quarter for Team meetings.

#### 19.04. Team Member Assistance Program Administration.

Among the responsibilities of the Team are to:

- 1. Help Team Members understand that they may consult on a confidential basis with the TMAP vendor concerning the Team Member's problem.
- 2. Work with the TMAP vendor to establish and maintain active after care and followup programs. The Team should help Team Members understand the therapeutic benefits of self-help groups and encourage such participation.

## 19.05. Acknowledgment.

**Hollywood** Casino at Greektown and the Union acknowledge that:

- 1. Nothing in this statement is to be interpreted as constituting any waiver of Management's right to enforce discipline or discharge as set forth in Article 22 or the right to invoke disciplinary measures in the case of misconduct which may result from or be associated with the use of alcohol, drugs or personal problems. The Union may exercise its right to process grievances concerning such matters in accordance with the grievance procedure set forth in Article 23.
- 2. During or following treatment the Team Member should not expect any special privileges or exemptions from standard personnel practices.
- 3. When a Team Member requests a leave of absence to undergo medical treatment for alcoholism, drug dependence, problem gaming or personal problems in or from an appropriate facility in accordance with this program, and when the Team Member has voluntarily submitted to such treatment, a leave of absence may be granted pursuant to Article 14 of this Collective Bargaining Agreement and the Team Member will be eligible for benefits in accordance with Article 14 (Leave of Absence).
- 4. A Team Member who is not working due to participation in TMAP services shall retain and accrue seniority and its related privileges in accordance with the Collective

Bargaining Agreement between the parties provided in Article 14 (Leave of Absence).

## 19.06. Additional Understandings.

The following represents the understanding arrived at between the parties:

- 1. A key ingredient in combating personal problems lies in education, early identification and early intervention. Accordingly, the Team will consult with the TMAP vendor to develop a comprehensive education and training program directed at all levels of management, the Union, and the work force.
- 2. TMAP will maintain appropriate standards of performance measured against the objective models identified by the Team and the TMAP vendor.
- 3. TMAP will provide Critical Incident Response Service to Team Members and their families in the event of a serious or traumatic event in the work place or the community by being available to respond to the situation twenty-four (24) hours a day and seven (7) days a week.

### 19.07. Special TMAP Conditions of Employment.

The following guidelines will be considered for individual cases/circumstances and may be included as conditions of continued employment as agreed to by Management, the Union and the Team Member:

- 1. Participation in self-help meetings. Length of participation that will be required and frequency of meetings can be either specified in advance or left up to the discretion of the TMAP vendor/provider.
- 2. Mandatory completion of an aftercare plan, which might include antabuse, recommended by a treatment facility and monitored by the TMAP vendor.
- 3. Mandatory cooperation in follow-up and monitoring for a period of time specified by the TMAP vendor.
- 4. A specific period of total non-use of alcohol or other drugs can be agreed to between the parties. The parties must concur with this probationary period which is defined as not less than six (6) months or more than two (2) years and it must be understood by all parties that resumed use could result in termination of employment.
- 5. Any conditions of continued employment agreed to by Management, the Union, and the Team Member are considered contractually binding and non-compliance could result in disciplinary action up to and including discharge. The Team Member's previous disciplinary record and action which may be taken for further misconduct

will be reserved to the actual settlement of any dispute(s) involved and/or will be resolved between the Union and Human Resources.

## 19.08. Confidentiality.

All members of the Team must maintain the strictest confidentiality in participating in the activities of the TMAP Team.

# 19.09. Michigan Gaming Control Board.

All provisions of this Article are subject to the rules and regulations of the Michigan Gaming Control Board.

# ARTICLE 20 – GAMING LICENSES

- **20.01.** Hollywood Casino at Greektown will pay the fee for a Team Member's Michigan Gaming Control Board ("MGCB") occupational license required to work at Hollywood Casino at Greektown, as provided below:
- a. The Employer will continue to pay for the temporary occupational license fee. If, however, a Team Member works for the Employer for less than six (6) months, the cost of such license fee shall be payroll deducted from the individual's final paycheck.
- b. For Team Members who receive approval from MGCB for their permanent license, the Employer will reimburse the cost of the permanent license on the individual's second anniversary with the Employer. The Employer will pay the permanent license fee or renewal fee directly for Team Members who have two years of service or more at the time of notification.
- **20.02.** Beginning no later than thirty (30) days following approval from MGCB, the Employer will establish a process to allow a Team Member to submit a payroll deduction request for a lost MGCB badge replacement fee.

# ARTICLE 21 – DRUG TESTING

- **21.01.** The Employer has the right to test for drugs and/or alcohol usage subject to the following conditions:
- a. In the event reasonable cause exists to indicate that the Team Member may be under the influence of drugs or alcohol.
- b. In the event of an on the job injury or in the event of an accident, the Team Member involved may be tested only if reasonable cause exists to indicate that the Team Member causing or suspected of causing the accident may be under the influence of drugs or alcohol.
- c. In no event shall random drug testing be permitted unless the Employer and Union mutually agree.
- d. The Employer shall pay for the cost of the examination, and the Team Member shall be paid for all time required for the examination. The Employer will make a reasonable effort to have the Team Member tested during scheduled work time.
- e. Only after the administration of the initial test and a mass spectrometry ("ms") confirmation test that show positive will the test results be considered positive.
- f. If the Team Member is suspended pending an investigation and, after the drug/alcohol testing, the Team Member's tests are negative, the Team Member will be made whole, provided there is no basis for discipline.
- g. A blood alcohol level at or in excess of the limit prescribed by Michigan law constitutes an irrebuttable presumption that the individual is under the influence of alcohol.

# ARTICLE 22 – DISCIPLINE

#### 22.01. Cause for Discharge.

- a. A Team Member, who has successfully completed the probationary period, shall only be disciplined and/or discharged for just cause. Disciplinary actions may be progressive and may include but are not limited to: verbal warnings, written counseling's, suspension and discharge. The parties agree that progressive discipline normally requires that a Team Member be given an opportunity to correct the deficiency, but that within the principle of progressive discipline, certain conduct may warrant immediate suspension or discharge when appropriate. This type of conduct includes, but is not limited to, dishonesty, incompetence, misconduct, insubordination, serious discourteous conduct toward a guest, walking off the job during a shift without prior permission, or drinking alcohol or use of controlled substance, or being under the influence thereof, during the Team Member's shift.
- b. When a Team Member who has completed the probationary period is disciplined including discharge, the reason will be given in writing to the Team Member and a copy of the written notice will be sent to the Union within seventy-two (72) hours of the suspension/discharge. Upon request by the Union, legible copies of documents not previously given to the Union, relevant to discipline or discharge, shall be provided to the Union.
- c. In addition to the existing practice of showing surveillance video, the Employer agrees that in the event the Union timely requests review of surveillance video relied upon by the Employer in a disciplinary decision which is the subject of a grievance, the Employer will show such surveillance video to the applicable highest ranking elected/appointed Union representative employed by the Employer (one person per Union to be so designated by the Union in writing) no later than four (4) days after request.
- **22.02.** Warning Notices. Warning notices issued to Team Members must specify the events or actions for which the warning notice is issued. Warning notices shall be issued to Team Members within fourteen (14) days after the Employer is aware of the event or action for which the warning notice is issued and has a reasonable period of time to investigate the matter. A copy of any written warning notice shall be issued to the Team Member and a copy to the Union. The Team Member shall be required to sign all notices for the purposes of acknowledging receipt and may include a rebuttal statement in addition to his or her signature.
- **22.03.** Both the Employer and the Team Member will approach the disciplinary process in a professional and respectful manner. No Team Member shall be discharged while on scheduled vacation or scheduled day off.
- **22.04.** Disciplinary suspensions, warning notices, written customer complaints, and reports of outside nongovernmental agencies or of the Employer's own security force concerning the conduct of a Team Member may not be used as a basis of any subsequent discharge or disciplinary action twelve (12) months after the date of issuance. Nothing contained in this

section shall preclude the use of information contained in a Team Member's personnel file in any administrative or judicial proceeding.

- **22.05.** Upon a Team Member's request, a Union representative shall be present at an interview, investigation or meeting regarding disciplinary action where that Team Member has a reasonable belief that he/she will be disciplined as a result of the interview, investigation or meeting. The Employer will not require or request a Team Member to resign, or to sign a confession or statement concerning the Team Member's conduct, unless the Team Member is first given an opportunity to have a Union representative present and the Union representative appears without undue delay, if the Team Member so requests. Upon request, the Employer, in accordance with the National Labor Relations Act, shall provide the Union relevant information necessary to process grievances.
- **22.06.** The Union shall have the sole right to take a suspension and/or discharge as a grievance to Step III of the Grievance Procedure, and the matter shall be handled in accordance with this procedure.
- **22.07.** Any employment action taken as a required result of the loss of a required license or a directive from the Michigan Gaming Control Board, or an agent thereof, shall not be subject to the provisions of this Article. In such a case, the Employer will, upon request, promptly provide the Team Member and the Union with available documentation of the required action.
- **22.08.** Upon request, a Team Member may arrange an appointment with the Human Resource office to review his or her personnel file. The Team Member must provide reasonable notice of this request, and must engage in the review when he or she is not scheduled to work. The Team Member may add a rebuttal statement to the file, and may have a copy of the file.
- **22.09.** When a suspension is to be invoked, the suspension shall begin immediately following the decision to discipline and shall be for consecutive days.
- **22.10.** The Employer shall not suspend a Team Member without pay pending investigation for a period in excess of five (5) working days (four (4) working days for a Team Member working ten (10) hour shifts) unless the matter is under investigation by the Michigan Gaming Control Board or another government agency.

# ARTICLE 23 – GRIEVANCE PROCEDURE

- 23.01. Grievances. For purposes of this Agreement, a grievance is a written dispute, claim or complaint over the meaning, interpretation or application or alleging a violation or misapplication of any provision of this Agreement. For all purposes of this Article, and consistent with the practices of the parties, the terms "written" or "writing" encompass without limitation either hard-copy or electronic transmissions.
- **23.02.** The Employer and the Union agree that Team Members shall attempt to resolve issues or concerns with their supervisor prior to initiating a formal written grievance. If the Team Member's issues or concerns are not resolved informally, the Team Member may proceed to Step I of the grievance procedure.
- a. <u>Step I</u>. Within fourteen (14) calendar days after the occurrence of the event giving rise to the grievance, or from the date the Team Member or the Union reasonably should have known of the event, the Team Member or Union will give written notice, on the form provided, of the basis for the grievance. Within seven (7) calendar days after filing the grievance, the Team Member shall meet with the Team Member's supervisor to discuss the grievance. If the Team Member desires representation, the Team Member may request assistance from a Union Steward and/or Union representative. A Human Resources representative may participate at this meeting.
- b. <u>Step II</u>. If the issue is not resolved at Step I, the Team Member shall meet, within seven (7) calendar days of the Step I meeting, with the Shift Manager/Director or the Shift Manager's/Director's designee to resolve the issue. A Human Resources representative and a Union representative may participate in the meeting. The management representative shall, in writing, respond to the Team Member's grievance within seven (7) calendar days of the Step II meeting.
- c. <u>Step III</u>. If the issue is not resolved at Step II, the Team Member shall, within seven (7) calendar days of the Step II meeting, meet with the Vice President/Department Head or the Vice President's/Department Head's designee to resolve the issue. A Human Resources representative and a Union representative may participate in the meeting. The management representative shall respond to the Team Member's grievance in writing within seven (7) calendar days of the Step III meeting.
- d. Steps I II. Settlements reached at Step I II shall be considered non-precedential, unless the Vice President of Human Resources and the Union representative agree that the settlement shall be reduced to writing and may be used as a precedent in the future. If the settlement is reduced to writing, the written settlement shall be signed and dated by both the Vice President of Human Resources and the Union representative.
- e. Grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Employer, the Union, and any and all Employees involved in the particular grievance.

- f. Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed or any extension which may be agreed to, shall be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits or such extension, which may be agreed to, shall be automatically closed upon the basis of the last disposition.
- g. Disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within fourteen (14) calendar days from the time such action was taken. Grievances regarding discipline may be commenced at Step II of the grievance procedure and be advanced and processed out of order.
- h. All claims for back wages shall be limited to the amount of wages that the Team Member would otherwise have earned less any unemployment compensation or compensation for personal services that such employee may have received during the period in question.

## 23.03. Arbitration.

- a. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters, which are specifically covered in this Agreement.
- b. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any Supplementary Agreement. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- c. The arbitrator's decision shall be final and binding on the Union, Team Members, and the Company.
- d. <u>Arbitration Procedure</u>. If a grievance is not resolved pursuant to this Article, either party may submit the matter to final and binding arbitration within ten (10) calendar days of the decision of **the Employer's** designee under Step III of Section 23.02 above.
  - 1. The Employer and the Union may agree to select an arbitrator, but if they are unable to do so, the arbitrator shall be selected **through the selection process** in Section 23.03(f)(5).
  - 2. No evidence shall be introduced as to the withdrawal, during negotiations, of a proposal to change the Agreement.
- e. <u>Expedited Arbitration</u>. If a grievance is not resolved pursuant to the grievance procedure set forth in Section 23.02 above, either party may submit a discipline and/or discharge matter to Expedited Arbitration within ten (10) calendar days of the decision of the **the Employer's** designee under Step III of Section 23.02 above.

- 1. The arbitrator shall be selected the selection process set forth in Section 23.03(f)(5) below.
- 2. The arbitration shall be held **not less than** fifteen (15) **nor more than forty- five (45) calendar days after the selection of the arbitrator.**
- 3. The arbitrator shall render the decision (and confirm it via electronic mail within a reasonable period thereafter) or via electronic mail within one calendar day (excluding weekends and/or holidays if the arbitrator so requests) of the hearing. The arbitrator's decision shall be final and binding on the parties. If one or more parties promptly requests, the arbitrator shall reduce his or her decision to writing in an opinion and award (not to exceed ten pages in length) within thirty (30) calendar days. An Arbitrator's decision shall not be precedent setting unless placed in writing.

## f. General.

- 1. The procedures shall be pursuant to the voluntary arbitration rules of the American Arbitration Association.
- 2. Each party will bear its own costs and will share equally the fees and expenses of the arbitration, including but not limited to the fees and expenses of the arbitrator.
- 3. The arbitrator shall be notified in writing of his/her selection, and shall have no authority, jurisdiction or power to amend, modify, nullify or add to the provisions of this Agreement.
- 4. The award of the arbitrator shall be final and binding upon the Employer, the Union and the Team Member(s) involved.
- 5. The parties shall utilize the agreed-upon random selection generator to select an arbitrator from the agreed-upon panel (Jerome Rock, Kathryn VanDagens, Barry Goldman, Mark Glazer, Betty Widgeon, Deborah Brodsky, Jim Statham) or such other arbitrators as are mutually agreed upon by the parties. For Expedited Arbitration pursuant to Section 23.03(e), if the selected arbitrator is unavailable to hold the hearing within the applicable time period, the parties shall utilize the agreed-upon random selection generator to select a new arbitrator and shall continue to utilize such process until an available arbitrator is selected. In the unlikely event that none of the agreed-upon arbitrators is available to hold the hearing within the applicable time period, the party who submitted the grievance to Expedited Arbitration may invoke and utilize the Expedited Labor Arbitration Procedures of the American Arbitration Association.

- 6. After a grievance has been submitted to arbitration, the parties may continue to engage in further good-faith discussions to resolve the grievance. During the course of such good-faith discussions, either party may provide the other with notice, in writing, informing the other party that it must comply with the requirements stated below. Specifically, the party which received the notice will, within ninety (90) calendar days of such receipt, (a) initiate the arbitrator selection process set forth in Section 23.03.c.5; and (b) after selection of an arbitrator, contact the arbitrator regarding his or her selection. Notwithstanding any provision of this Article to the contrary, a grievance may be reinstated in accordance with a side letter between a DCC member Union and the Employer that exists as of the ratification of this Agreement.
- **23.04.** <u>Mitigation of Damages</u>. If a Team Member is separated by the Employer, and alleges that the separation was not for just cause, the Team Member must mitigate any potential damages the Employer may eventually owe that Team Member.
- **23.05.** All time limits in the above procedure may be waived by the mutual written agreement of the parties.
- **23.06.** The Employer shall pay all back pay awards and settlements within the pay period following the parties' execution of a written agreement setting forth the specified amount of money to be paid.

# ARTICLE 24 – MICHIGAN GAMING CONTROL BOARD

**24.01.** Under circumstances where the Michigan Gaming Control Board ("Board" or "MGCB") acts to revoke, suspend or let expire a Team Member's temporary or permanent gaming license, such action shall constitute an irrebuttable presumption of just cause for discharge and the Team Member can no longer be employed at **Hollywood** Casino at Greektown. If the Team Member appeals the Board's action, **Hollywood** Casino at Greektown is not responsible for continuing to employ the Team Member during any stage of the appeal process.

However, if the Team Member satisfies his/her obligation to the Board and his/her license is reinstated within four (4) months of termination, the Employer will reemploy the Team Member in his/her former position or a comparable position in his/her classification for which the Team Member is qualified. In such circumstances, the Team Member will be credited with seniority accrued prior to termination. Nothing in this paragraph applies to a Team Member who fails to renew his/her license, in a timely manner.

**24.02.** If the Board's action in revoking, suspending or letting expire a Team Member's temporary or permanent gaming license is determined through the appeals process to be in error, under no circumstances will **Hollywood** Casino at Greektown be responsible for back pay, but will employ the Team Member in his/her former position, if available, or a comparable position in his/her classification for which the Team Member is qualified. In that circumstance, the Team Member would be credited with seniority accrued prior to termination.

Notwithstanding the foregoing, if the Board's action is reversed through the appeals process and that action was initiated pursuant to bad faith on the part of the Employer, then the Employer shall be responsible for back pay, reinstatement to the Team Member's former or a comparable position, and for making the Team Member whole with regard to seniority and vacation credit.

## 24.03. Discipline.

- a. When a Team Member violates an Employer policy implemented in response to the Michigan Gaming Law, the Team Member's violation of which may subject the Employer to a fine or other negative action, the Employer has the right to discipline the Team Member in accordance with the discipline system set forth in Article 22 (Discipline Article).
- b. After investigation, Team Members determined to be responsible for variances or other violations of the internal control system, which may subject the Employer to liability pursuant to the Michigan Gaming Law, will be subject to discipline under Article 22 (Discipline Article).
- c. Nothing in this section is intended to limit **Hollywood** Casino at Greektown's rights under Article 22 (Discipline Article) to apply discipline for violations of Employer policies and procedures.

# ARTICLE 25 – NON-DISCLOSURE OF INFORMATION

25.01. In recognition of the fact that the job duties of the Team Members covered by this Agreement as well as the mere presence of Team Members on Hollywood Casino at Greektown's property, will provide them with access to certain information concerning the Employer and its operations, the Team Members agree that they shall not disclose any classified, confidential or proprietary information, or any other information, the disclosure of which is limited by the Employer, concerning the Employer or its operations or its guests, except information having to do with wages, hours and other terms and conditions of employment, to any person not authorized to have access to such information, and that they will sign a statement to that effect. All Team Members covered by this Agreement shall be fully and exclusively responsible for any violations of this Article, and shall not only be subject to discipline up to and including discharge by the Employer for such a violation, but shall be subject to any criminal, civil or other penalties and/or liability resulting from their violation of this Article.

# ARTICLE 26 – MANAGEMENT RIGHTS

**26.01.** Right to Manage. Both parties agree that the Employer has the right to manage, direct, plan and control its business and operations, including matters that are not covered by this Agreement. These rights include, but are not limited to: the right to cross-utilize Team Members property-wide; reprimand, suspend or separate Team Members; to determine the duties of Team Members to be employed and to direct the working force; to assign work as needed; to determine the number of Team Members to be employed; to determine the means, methods, and schedules of operations; to hire, separate, classify, reclassify, schedule, assign, promote, transfer, layoff and/or rehire Team Members; and to introduce or establish new equipment, games, facilities, technological changes, procedures or processes. All of the foregoing rights are reserved by the Employer except to the extent they may be contrary to or inconsistent with the terms and conditions of this Agreement.

26.02. Rules and Postings. The Employer may establish and administer reasonable rules, regulations and procedures governing the conduct of Team Members, provided that such rules, regulations and procedures are not inconsistent with any provisions of this Agreement. The Employer shall post and maintain any such rules in such places within its establishment so that all Team Members affected thereby, and business representatives of the Council and its member Unions, may have an opportunity to become familiar with them. The Team Member and the Union will be given reasonable advance written notice of changed or new rules and procedures. In addition, the Union will receive fourteen (14) days advance written notice of changes to disciplinary rules. Upon the Union's request, the parties shall meet and discuss the same. In the event that such discussions have not concluded and/or issues or objections are unresolved, the Employer can implement the changed disciplinary rules. The reasonableness of any rules, regulations and procedures provided for herein, are subject to the grievance procedures of this Agreement.

# ARTICLE 27 – UNION SECURITY

- 27.01. <u>Union Shop.</u> Subject to the provisions of the Labor Management Relations Act, 1947, as amended, and to the extent otherwise permitted by law, it shall be a condition of their employment that all Team Members covered by this Agreement who are members of the Council, or one of the Unions comprising the Council, in good standing on the date of execution of this Agreement shall remain members in good standing during the period of their employment; and those who are not members of the Council, or one of the Unions comprising the Council, on the date of execution of this Agreement shall, on the 30th day following execution of this Agreement, become and remain members of the Council, or one of the Unions comprising the Council or pay applicable service fees. It shall also be a condition of employment hereunder that all Team Members covered by this Agreement shall, on or after the 30th day following the Team Member's first employment by the Employer in classifications covered herein, become and remain members of the Council, or one of the Unions comprising the Council, or pay applicable service fees, throughout the period of their employment with the Employer.
- 27.02. <u>Indemnification</u>. The Council and the Unions comprising the Council will indemnify and save the Employer harmless against any and all claims, demands or other forms of liability, which may arise out of, or by reason of, any action taken or not taken by the Employer, at the request of the Council and the Unions comprising the Council, in accordance with the provisions of this Article.
- 27.03. Enforcement Mechanism. The Employer shall provide the Team Member with the appropriate union dues deduction card at the time the Team Member is hired. The Employer shall provide on a bi-weekly basis to each of the unions comprising the DCC an appropriate list of all Team Member hired, transferred or promoted into that union's jurisdiction. Within fifteen (15) days after receipt of written notice from the Union that any Team Member covered by this Agreement has failed, pursuant to the terms of this Article, to tender payment of the periodic dues and initiation fees or service fees uniformly required as a condition of acquiring membership in the Union or otherwise maintaining employment, the Employer will terminate such Team Member.

## ARTICLE 28 – DUES CHECK-OFF

- **28.01.** The Employer, during the term of the Agreement, agrees to deduct each month Union membership dues and initiation fees **or service fees** from the pay of those Team Members who have voluntarily authorized such deductions in writing as provided in section 28.02. Such membership dues **or fees** shall be limited to amounts properly levied by the **Detroit Casino Council, or the Unions comprising the Council**.
  - **28.02.** The required Authorizations are attached as Exhibits 2 through 6.
- **28.03.** Deductions shall be made only in accordance with the provisions of said Authorizations and this Article.
- **28.04.** The original or a facsimile of a properly executed form for each Team Member for whom Union membership dues **or fees** are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under forms which have been properly executed and are in effect. Any form which is incomplete or in error will be returned to the Union by the Employer.
- **28.05.** The Employer shall provide the Team Member with the appropriate Union dues deduction card at the time the Team Member is hired. Questions from Team Members about the card may be directed to the appropriate Union. The Employer shall provide on a monthly basis to each of the Unions comprising the Council a status change report listing the individuals who have been hired, transferred, or promoted into job positions under the Union's jurisdiction since the prior report. Check-off deductions under all properly executed forms which have been delivered to the Employer on or before the fifteenth (15th) day of any particular month thereafter shall begin with the following calendar month.
- **28.06.** Deductions shall be made from the pay received on the first payday of each month regardless of the payroll period ending date represented on that payroll check.
- **28.07.** The Employer agrees to make deductions as otherwise provided in this Article in the case of Team Members who have returned to work after an authorized leave of absence, and in the event of an arrearage, upon receiving notice from the Council of a Team Member's past dues or fees arrearage.
- **28.08.** The Employer shall remit each month to the designated financial officer of the Union the amount of deductions made for that particular month, together with a list of Team Members and their social security numbers, for whom such deductions have been made. The information shall be in computer readable electronic form, in an agreed-upon format.

The remittance shall be forwarded to the above designated financial officer not later than the fifteenth (15th) of the month, for the deduction from the first paycheck received by the Team Member (prior to the fifteenth [15th] of the month) for the month the dues are being paid.

- **28.09.** Any Team Member whose seniority is broken by death, quit, discharge or layoff, or who is transferred to a position outside the scope of the bargaining unit, shall cease to be subject to check-off deductions beginning with the month immediately following that in which such death, quit, discharge, layoff, or transfer occurred.
- **28.10.** The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon the Authorizations **submitted to the Employer**.

# ARTICLE 29 – UNION ACTIVITY

- 29.01. Authorized representatives of the Union, who are not Team Members, upon request, will be permitted to visit the Employer's establishment for the purpose of communicating with Team Members and appropriate supervisors regarding Union business and collecting Union dues and initiation fees. Such visits shall not interfere with the conduct of the Employer's business, or unreasonably interfere with the performance of work by Team Members during their working hours. Union representatives will be required to report to the designated office or Security and sign in and wear identification while on the premises of the Employer. While on the Employer's property, the Union representatives shall comply with all applicable rules and regulations or directives of the Company, including but not limited to, those of the Michigan Gaming Control Board as well as all health and safety rules and regulations of the Employer.
- **29.02.** The Union may select a reasonable number of Union Stewards ("Stewards"), not to exceed sixty-five (65), from among the Team Members. The Union is responsible for notifying the Employer, in writing, as to the names of the Stewards, their jurisdictions, and keeping the Employer apprised of any changes. Stewards may act as Union representatives and may assist Union representatives in proceedings under Article 23 (Grievance Procedure), and engage in discussions with the Employer's designated representatives for questions or concerns regarding the Employer's work practices or procedures. Stewards must undergo joint training in communications and conflict resolution.
- 29.03. The Employer will allow Stewards a reasonable amount of time during normal working hours, without loss of regular pay, to perform their designated grievance procedure functions including investigations in their respective areas on the premises of the Employer. The Steward's activities shall not interfere with regular business operations. The Stewards shall obtain prior approval of their immediate supervisors before engaging in any such grievance procedure activities. The Steward shall indicate in a manner prescribed by the Employer time spent engaging in such activities. Stewards shall be permitted reasonable access to the members they represent. The Steward shall request approval (which shall not be unreasonably withheld) from the appropriate supervisor(s) prior to entering a work area for the purpose of investigating grievances. Such time off from work shall only be taken when the matter cannot reasonably be handled during non-working time and shall not interfere with the operation of the business. Stewards shall be excused from work to attend Union meetings without pay upon giving at least reasonable notice to the Employer. Team Members when entitled to Union representation will be provided with the Steward of the Team Member's choice upon request, provided the Steward of choice is working and available at the time of the request.

- **29.04.** To permit the Union to properly and efficiently carry out its responsibilities, the Employer shall provide the following information to the Union in a mutually agreeable electronic format:
- a. When Team Members are hired into the bargaining unit, the Employer shall provide to the Union the Team Member's name, social security number, address, department, phone number, job title, date of birth, sex and hire date.
- b. The Employer agrees to give the Union, at the time of occurrence, written notice of any Team Member who is terminated, placed on a leave of absence or transferred out of the bargaining unit, as well as any Team Members transferred into the bargaining unit including each Team Member's name, social security number and the date(s) of such personnel transaction, and the expected date of return for leaves of absence.
- c. The Employer shall furnish the Union with a monthly list of all Team Members in the bargaining unit, including each Team Member's name, social security number, department, job title, address, phone number, date of birth, sex, job status and date of hire. This report shall be in computer-readable electronic form in an agreed upon format.
- **29.05.** All Team Members shall be required to attend the Employer's new hire orientation. As soon as reasonably practicable in advance of each new hire orientation, the Employer shall provide the Union with a list, in a mutually agreeable electronic format, of all new Team Members who will be involved in the orientation, including each Team Member's name, identification number, job title, department, and status as full-time or part-time. The parties recognize that actual attendance at a new hire orientation may vary from the scheduled or anticipated attendance.

During any new hire orientation, the Union shall be permitted a total of thirty (30) continuous minutes, without interruption by the Employer, to distribute Union dues deduction cards, speak, and distribute literature about the Union, its rights and obligations as an exclusive representative, and the collective bargaining agreement.

The Employer shall continue its neutral approach to Union membership, and thus shall not make adverse or positive comments about Union dues deduction cards or Union membership, and shall not advise applicants or Team Members as to the need for or the desirability of Union membership.

# ARTICLE 30 – COUNCIL BUTTON

**30.01.** Team Members may wear either the DCC button (or such other DCC button as is mutually agreed upon by the DCC and the Employer) or a button of reasonable size of their respective Union.

# ARTICLE 31 – POLITICAL ACTION COMMITTEE

**31.01.** The Employer agrees to honor political contribution deduction authorizations from its Team Members, in the following form:

I hereby auth	norize t	he Emplo	yer to deduct fi	rom m	y pay th	e sun	n of
\$	per	month an	d to forward the	at amo	ount to tl	ne	
		This	authorization is	signe	ed volun	tarily	and
with the understanding that the					will	use	this
money to	make	political	contributions	and	expend	itures	s in
connection v	vith Fe	deral elec	tions. I am awa	re of	my right	to re	fuse
to sign this	authori	zation wi	thout reprisal.	This a	uthoriza	tion	may
be revoked	by ma	ailing not	ices of revoca	ition	by Unit	ed St	tates
Registered o	r Certi	fied Mail,	Return Receip	t Requ	iested, to	the	
Treasurer,	rer, , and to the Employer.						

- **31.02.** The parties shall explore the feasibility under State law of implementing voluntary payroll deduction for political contributions for state and local elections. If it is determined by a court of competent jurisdiction that such deductions are lawful, Section 31.01 above will be modified accordingly.
- 31.03. The political contribution deduction shall be made once each month during which a Team Member who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the designated financial officer of the Union, accompanied by a form stating the name, social security number, and address of each Team Member for whom a deduction has been made, and the amount deducted.
- **31.04.** The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other terms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

### ARTICLE 32 – SUBCONTRACTING

**32.01.** The Employer agrees it will not subcontract work being performed by members of the bargaining unit at any time.

Notwithstanding the foregoing, the Employer shall have the right, so long as it does not result in the displacement of Team Members or any reduction of hours of work for Team Members to:

- a. Enter into service maintenance agreements for the repair and/or maintenance of purchased or leased equipment, or to contract for the repair of the Employer's property, buildings, or fixtures, to the extent such work cannot economically and expeditiously be performed by Team Members;
- b. Contract for the renovation, reconstruction or restoration of the Employer's property, buildings or fixtures;
  - c. Have work performed pursuant to warranty;
  - d. Enter into contracts for the purchase of prepared foods or baked goods;
- e. Nothing contained in this Article shall preclude the Employer from contracting with third parties to lease and/or own and operate a signature or themed high-end or gourmet restaurant/entertainment enterprise. The Employer may enter into one (1) such contract provided that there are at least five (5) Employer operated food outlets in which bargaining unit work is performed by Team Members and so long as no fine dining outlet is permanently closed or has its hour and menu substantially curtailed as a result of such contract.

Nothing contained in this Article shall preclude the Employer from contracting with third parties to operate fast food outlets in the Employer's facility.

**32.02.** Nothing contained in Paragraph 32.01 is intended to preclude the Employer from entering into any contract or arrangement with any third party to operate, own or manage a restaurant in the Employer's facility in which bargaining unit work performed therein is performed by **Hollywood** Casino at Greektown Team Members covered by the Agreement.

### ARTICLE 33 – NO STRIKE OR LOCKOUT

**33.01.** The Employer and the Union agree that excellent service and the enjoyment and entertainment of customers is an essential goal of **Hollywood** Casino at Greektown and its Team Members.

To that end, the parties agree that this labor Agreement provides for appropriate dispute resolution methods. Therefore, the Employer will not lock out Team Members during the term of this Agreement, nor will the Detroit Casino Council, the Unions that are part of the Council, or Team Members engage in or support any strike, sympathy strike, walk-out, sit-down, slowdown, or any other interference with the performance of work and the service of customers.

**33.02.** The Employer and the Union also agree that the Union and its members should be able, consistent with their obligations to customers and the Employer, to practice the values of Union solidarity and support. Therefore, the Employer agrees to use its best efforts to avoid placing the Union or its members in a position of violating those values, especially with regard to labor issues in the City of Detroit. This commitment by the Employer shall not be construed to dilute the Union's obligations under this Article of this Agreement, nor shall this commitment be subject to arbitration. Upon request by either party, in order to carry out the intent of this paragraph, there shall be a meeting of the Presidents of the International Unions participating in the Detroit Casino Council and the President and COO of **Hollywood** Casino at Greektown.

### ARTICLE 34 – OWNERS AND SUCCESSORS

- **34.01.** Ownership. This Agreement shall cover all Team Members employed in classifications listed in Exhibit 1 in casino operations within the jurisdiction of the Union, in the City of Detroit, Michigan, which during the term of this Agreement, are owned by, operated by or substantially under the control of the Employer. The term "Employer" shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of the Employer covered by this Agreement, or a subsidiary of the Employer covered by this Agreement.
- **34.02.** Obligations on Employer Selling or Assigning. In the event that the Employer sells or assigns its business or in the event that there is a material change in the form of ownership, the Employer shall give the Union reasonable advance notice thereof in writing and shall make all payments which are due or shall be due as of the date of transfer of the business for wages and benefits for Team Members covered by this Agreement. In addition, the Employer shall be responsible for accrued vacation payments for each Team Member covered by this Agreement. The Employer further agrees that as a condition to any such sale, assignment or transfer of ownership, the Employer will obtain from this successor or successors in interest a written assumption of this Agreement and furnish a copy thereof to the Union.
- **34.03.** Obligations on Successor Employers. This Agreement shall be binding upon the successors and assigns of the parties hereto. No provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of the Employer's interest, or any part thereof, in any establishment covered by this Agreement.
- **34.04.** Nothing contained in this Agreement shall be construed to apply to investors or shareholders of the Employer who are not signatories to this Agreement.

### ARTICLE 35 – SAVINGS CLAUSE

**35.01.** In the event that any provision of this Agreement shall be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not rendered invalid shall remain in full force and effect. Both parties agree that the subject matter of any provision found to be invalid shall be renegotiated.

### ARTICLE 36 – TERM-TERMINATION-RENEWAL

This Agreement shall be in full force and effect from October 17, 2023, until 11:59 p.m. on February 16, 2029.

IN WITNESS WHEREOF, the parties heretofore by their duly designated representatives have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025, in Wayne County, State of Michigan.

FOR THE EMPLOYER:

FOR THE DETROIT CASINO COUNCIL:

John Drake,

Vice President & General Manager

Hollywood Casino at Greektown

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Teamsters Local 1038

International Union, UAW

UAW, Local 7777

International Union of Operating

Engineers, Local 324

Michigan Regional Council of Carpenters

## **DETROIT CASINO COUNCIL NEGOTIATING COMMITTEE**

Teamsters Local 1038
Martina Evans
Tavera McCree
International Union of Operating
Engineers, Local 324
Milledge McCaster
Jerry Richardson
Michigan Regional Council of Carpenters
Maria Blunt
United Auto Workers
Estratia Argyris
Earl Lewis
Demetra Montague
Tony Pettis
Terri Smith
Kimberly Syfax
Katrina Vance
UNITEHERE! Local 24
Latara Coleman
Susan Gallagher
Khadija Johnson
Diane Miller
Edmond Pinson
Brian Rice
Margie Smith
Keith Strong-McNeal
Chanett Watson Stephen
Patrick Wilson

### APPENDIX 1 – EXCLUSIVE PROVIDER ARRANGEMENT (EPA) – HAP II

This Summary of Benefits is designed to provide an overview of the Alliance EPA Plan and is subject to the terms and conditions of the actual certificate. In cases of conflict between this summary and the certificate, the terms and conditions of the certificate govern.

#### **Schedule of Benefits**

This program features a network of health care providers through which Alliance EPA Members and Dependents can receive services at the In-Network level of benefits through their network providers. There are no referral and PCP requirements in network. There are no Out-of-Network benefits. Alliance EPA Members and Dependents who do not seek services through a network provider will have no covered medical services.

Health Care Services	Limitations	In-Network
Benefit Period	Plan Year	
Annual Deductible	Deductibles do not include copays	\$250 Individual \$500 Family
Preventive Services	Limited to one each 12 months with	100%
	no	
Preventive Office Visits	annual dollar limits	100%
Periodic Physical Exams		100%
Well Baby Office Visit	Well Baby visits covered up to 24	100%
	months	
Immunizations		100%
Routine Eye and Hearing Exams Office		100%
Visit		
Related Lab Tests and X-Rays		100%
Pap Smears, and Mammograms		100%
Outpatient & Physician Services:	Some services require prior	\$20 copay per office visit then 100%
Personal Care Office Visit	authorization. If precertification	\$20 copay per office visit then 100%
Specialty Physician Office Visit	procedures are not followed,	\$20 copay per office visit then 100%
Gynecology Office Visit	outpatient benefits will be subject to a	\$20 copay per office visit then 100%
Allergy Testing and Injections	50% penalty up to a maximum of	100% after deductible
Other Injections	\$250. The penalty does not apply	100% after deductible
Lab Tests & X-Rays	towards satisfying the Coinsurance or	100% after deductible

Health Care Services	Limitations	In-Network
	Out-of-Pocket Maximum.	
Dialysis		100% after deductible
Chiropractic Visit & Related Services	Manipulation of the spine for	\$20 copay per office visit then 100%
	sublaxation only 20 visit limit per	
	year	
Outpatient Surgery & Related Services	Medically necessary only	100% after deductible
Radiation/Chemotherapy		100% after deductible
Eye Examination Office Visit	Includes eye refractions but does not include lenses/frames/contacts	\$20 copay per office visit then 100%
Audiology Exam Office Visit		\$20 copay per office visit then 100%
<b>Emergency Services:</b>	Must meet ALLIANCE emergency guidelines	
Emergency Room	Care not meeting guidelines may	\$250 copay
	result in nonpayment. A copay will	
	apply, but waived if admitted.	
Urgent Care Center	A copay will apply, but waived if	\$30 copay per visit then 100%
	admitted	1000/
ER Professional Services		100%
Ambulance Service	Emergency transport only	100%
Other Services:	Most be an authorized airce of	
Durable Medical Equipment	Must be an authorized piece of equipment based on ALLIANCE	
	guidelines	100% after deductible
Prosthetics and Orthotics	Must be an authorized piece of	100% after deductible
Trostreties and Orthoties	equipment based on ALLIANCE	
	guidelines	100% after deductible
Skilled Nursing Facility Care	100 days per member per benefit year	100% after deductible
Precertification Penalty	50% penalty up to a maximum of \$250.	
	satisfying the Coinsurance or Out-of-Po	
Inpatient Hospital Services:	Admissions require that ALLIANCE	
	be notified within 48 hours of	
	admission. Failure to notify	
	ALLIANCE within 48 hours could	

Health Care Services	Limitations	In-Network
	result in a reduction of benefits or	
	nonpayment.	
Semi-private Room		100% after deductible
Intensive, Cardiac and Other Specialty		100% after deductible
Care Units as medically necessary		
Surgery and Related Services		100% after deductible
Anesthesia		100% after deductible
Radiology and Pathology		100% after deductible
Physician/Professional Visits		100% after deductible
Pharmaceuticals		100% after deductible
Miscellaneous Services		100% after deductible
<b>Maternity Services:</b>		
Outpatient Prenatal Visits		100%
Outpatient Postnatal Visits		\$20 copay per office visit then 100%
Labor, Delivery and Newborn Care		100% after deductible
Ancillary Services:		
Home Health Care	Medically necessary only by RN or	100% after deductible
	LPN. Annual maximum of 100 visits.	
Hospice Care	210 days lifetime	100% after deductible
Physical Therapy	60 visits per condition per lifetime	\$20 copay per office visit then 100%
Speech Therapy	60 visits per condition per lifetime	\$20 copay per office visit then 100%
Occupational Therapy	60 visits per condition per lifetime	\$20 copay per office visit then 100%
Mental Health Services:	Services must be precertified.	
	Members can directly access services	
	by calling Coordinated Behavioral	
	Health Management at 1-800-444-	
	5755.	
Inpatient Services		100% after deductible
Outpatient Services		\$20 copay per office visit then 100%
<b>Chemical Dependency Services:</b>	Services must be precertified.	
	Members can directly access services	
	by calling Coordinated Behavioral	
	Health Management at 1-800-444-	

Health Care Services	Limitations	In-Network
	5755.	
Inpatient Services		100% after deductible
Outpatient Services		\$20 copay per office visit then 100%
RIDERS (Included with this certificate)		\$20 copay per office visit then 10070
Prescription Drugs		
Does not include fertility agents. Contracep	tives are included unless otherwise	100% after \$10 copay per generic or
noted.		\$30 copay per preferred brand name
		and \$60 copay for non-preferred brand
		name drugs
<b>Sponsored Dependent</b>		100%
Relative by blood or marriage or nonrelative	for which principal support is provided.	
YOUNG ADULT 19-26		100%
Dependent children to age 26		
Voluntary Sterilization		Women: 100%
Any procedure, including vasectomy and tub	oal ligation, whose sole intent is to	Men: 100% after deductible
induce sterility.		100%
Medicare Complementary For retirees only who are enrolled in Medica	no Donto A and D. Covanago is for	100%
deductibles and coinsurance under Parts A a		
by Medicare. Benefits described in this poli		
covered by Medicare in parts A and B.	ey are reduced to the extent they are	
Hearing Aid Hardware		100% after deductible
Replacement available with prescription cha	nge or once every three (3) years.	
Infertility Services		100% after deductible
Any services with the sole intent to induce c	onception to an individual with the	
inability to produce offspring. Limited to ag	gregate amount of \$3,000 per member	
per lifetime.		
Abortion		100% after deductible
Voluntary abortion performed during first trimester only. Limited to one (1) episode		
within a twenty-four (24) month period. Co	verage limited to the aggregate amount	
of \$1,000 per member per lifetime.		
Domestic Partner – Same Sex		100%
An Individual, of the same gender, who resid	des together with the Subscriber and	

Health Care Services	Limitations	In-Network
intends to do so permanently; who shares in	basic living expenses; who is not	
related by blood to a degree of closeness that	would prohibit marriage were the	
individual of the opposite sex; is at least the	age of consent; who is not in a domestic	
partnership with anyone else; and who, if eligible	gible to register as domestic partners in	
the jurisdiction which the Subscriber and he/	she lives and/or works, would register	
as domestic partners within thirty-one (31) d	ays of enrollment eligibility.	
Pursuant to the U.S. Supreme Court's decision	on in Obergefell v. Hodges (2015),	
which legalized same-sex marriage in every	state throughout the United States, the	
Employer will phase out Domestic Partner he	ealth benefits as follows.	
Notwithstanding any provision of the Collec	tive Bargaining Agreement between the	
parties, upon the date of ratification of the 20	115 Agreement, the Employer will no	
longer provide Domestic Partner benefits, ex	cept that existing eligible same-sex	
Domestic Partners who participated in such by	penefits on such date of ratification shall	
be permitted to retain such benefits until Dec	cember 31, 2016. In order to continue	
coverage for such benefits, the Team Member	er must, no later than December 31,	
2016, provide documentation to the Employe	er to demonstrate proof of marriage.	
Should the Supreme Court's decision in <i>Obe</i>	rgefell v. Hodges be overruled or	
abrogated, by the Court or Act of Congress,	the parties agree to revert back to the	
eligibility language covering same-sex dome	estic partners contained within the 2011-	
2015 Collective Bargaining Agreement betw	een the parties.	

### EXCLUSIVE PROVIDER ARRANGEMENT (EPA) — TRADITIONAL HAP

This Summary of Benefits is designed to provide an overview of the Alliance EPA Plan and is subject to the terms and conditions of the actual certificate. In cases of conflict between this summary and the certificate, the terms and conditions of the certificate govern.

### **Schedule of Benefits**

This program features a network of health care providers through which Alliance EPA Members and Dependents can receive services at the In-Network level of benefits through their network providers. There are no referral and PCP requirements in network. There are no Out-of-Network benefits. Alliance EPA Members and Dependents who do not seek services through a network provider will have no covered medical services.

Health Care Services	Limitations	In-Network
Benefit Period	Plan Year	
Annual Deductible	Deductibles do not include copays	\$250 Individual \$500 Family
Preventive Services	Limited to one each 12 months with no	100%
Preventive Office Visits Periodic Physical Exams Well Baby Office Visit	annual dollar limits  Well Baby visits covered up to 24 months	100% 100% 100%
Immunizations Routine Eye and Hearing Exams Office Visit Related Lab Tests and X-Rays Pap Smears, and Mammograms	mondis	100% 100% 100% 100%
Outpatient & Physician Services: Personal Care Office Visit Specialty Physician Office Visit Gynecology Office Visit Allergy Testing and Injections Other Injections Lab Tests & X-Rays	Some services require prior authorization. If precertification procedures are not followed, outpatient benefits will be subject to a 50% penalty up to a maximum of \$250. The penalty does not apply towards satisfying the Coinsurance or Out-of-Pocket Maximum	\$20 copay per office visit then 100% \$20 copay per office visit then 100% \$20 copay per office visit then 100% \$20 copay per office visit then 100% 100% after deductible 100% after deductible 100% after deductible

Health Care Services	Limitations	In-Network
Dialysis		100% after deductible
Chiropractic Visit & Related Services	Manipulation of the spine for sublaxation only 20 visit limit per year	\$20 copay per office visit then 100%
Outpatient Surgery & Related Services Radiation/Chemotherapy Eye Examination Office Visit	Medically necessary only  Includes eye refractions but does not include lenses/frames/contacts	100% after deductible 100% after deductible \$20 copay per office visit then 100%
Audiology Exam Office Visit	inorado renges, riames, consuers	\$20 copay per office visit then 100%
Emergency Services: Emergency Room	Must meet ALLIANCE emergency guidelines Care not meeting guidelines may result in nonpayment. A copay will apply, but waived if admitted	\$250 copay
Urgent Care Center	A copay will apply, but waived if admitted	\$20 copay per visit then 100%
ER Professional Services		100%
Ambulance Service	Emergency transport only	100%
Other Services:		
Durable Medical Equipment	Must be an authorized piece of equipment based on ALLIANCE guidelines	100% after deductible
Prosthetics and Orthotics	Must be an authorized piece of equipment based on ALLIANCE guidelines	100% after deductible
Skilled Nursing Facility Care	100 days per member per benefit year	100% after deductible
Precertification Penalty	50% penalty up to a maximum of \$250. satisfying the Coinsurance or Out-of-Po	
Inpatient Hospital Services:	Admissions require that ALLIANCE be notified within 48 hours of admission. Failure to notify ALLIANCE within 48 hours could result in a reduction of benefits or	

Health Care Services	Limitations	In-Network
	nonpayment.	
Semi-private Room		100% after deductible
Intensive, Cardiac and Other Specialty		100% after deductible
Care Units as medically necessary		
Surgery and Related Services		100% after deductible
Anesthesia		100% after deductible
Radiology and Pathology		100% after deductible
Physician/Professional Visits		100% after deductible
Pharmaceuticals		100% after deductible
Miscellaneous Services		100% after deductible
<b>Maternity Services:</b>		
Outpatient Prenatal Visits		100%
Outpatient Postnatal Visits		\$20 copay per office visit then 100%
Labor, Delivery and Newborn Care		100% after deductible
Ancillary Services:		
Home Health Care	Medically necessary only by RN or	100% after deductible
	LPN. Annual maximum of 100 visits.	
Hospice Care	210 days lifetime	100% after deductible
Physical Therapy	60 visits per condition per lifetime	\$20 copay per office visit then 100%
Speech Therapy	60 visits per condition per lifetime	\$20 copay per office visit then 100%
Occupational Therapy	60 visits per condition per lifetime	\$20 copay per office visit then 100%
Mental Health Services:	Services must be precertified.	
	Members can directly access services	
	by calling Coordinated Behavioral	
	Health Management at 1-800-444-	
	5755	
I di de la companya di		1000/ 6 1 1 /71
Inpatient Services		100% after deductible
Outpatient Services	Complete war the second of the	\$20 copay per office visit then 100%
<b>Chemical Dependency Services:</b>	Services must be precertified.	
	Members can directly access services	
	by calling Coordinated Behavioral	
	Health Management at 1-800-444-	
	5755	

Health Care Services	Limitations	In-Network
Inpatient Services		100% after deductible
Outpatient Services		\$20 copay per office visit then 100%
RIDERS (Included with this certificate)		
Prescription Drugs		
Does not include fertility agents. Contracept	tives are included unless otherwise	100% after \$10 copay per generic or
noted.		\$30 copay per preferred brand name
		and \$60 copay for non-preferred brand
		name drugs
Sponsored Dependent		100%
Relative by blood or marriage or nonrelative	for which principal support is provided.	
YOUNG ADULT 19-26		100%
Dependent children to 26		
Voluntary Sterilization		Women: 100%
Any procedure, including vasectomy and tub	pal ligation, whose sole intent is to	Men: 100% after deductible
induce sterility.		
Medicare Complementary		100%
For retirees only who are enrolled in Medicare Parts A and B. Coverage is for		
deductibles and coinsurance under Parts A and B of Medicare for benefits covered		
by Medicare. Benefits described in this policy are reduced to the extent they are		
covered by Medicare in parts A and B.		
Hearing Aid Hardware		100% after deductible
Replacement available with prescription cha	nge or once every three (3) years.	
Infertility Services		100% after deductible
Any services with the sole intent to induce of	onception to an individual with the	
inability to produce offspring. Limited to ag	gregate amount of \$3,000 per member	
per lifetime.		
Abortion		100% after deductible
Voluntary abortion performed during first trimester only. Limited to one(1) episode		
within a twenty-four (24) month period. Coverage limited to the aggregate amount		
of \$1,000 per member per lifetime.		
Domestic Partner – Same Sex		100%
An Individual, of the same gender, who resides together with the Subscriber and		
intends to do so permanently; who shares in	basic living expenses; who is not	

Health Care Services	Limitations	In-Network
related by blood to a degree of clos	seness that would prohibit marriage were the	
individual of the opposite sex; is at	t least the age of consent; who is not in a domestic	
partnership with anyone else; and	who, if eligible to register as domestic partners in	
the jurisdiction which the Subscrib	er and he/she lives and/or works, would register	
as domestic partners within thirty-	one (31) days of enrollment eligibility.	
Pursuant to the U.S. Supreme Cour	rt's decision in <i>Obergefell v. Hodges</i> (2015),	
which legalized same-sex marriage	e in every state throughout the United States, the	
Employer will phase out Domestic	Partner health benefits as follows.	
Notwithstanding any provision of	the Collective Bargaining Agreement between the	
parties, upon the date of ratification	n of the 2015 Agreement, the Employer will no	
<u> </u>	enefits, except that existing eligible same-sex	
± ±	d in such benefits on such date of ratification shall	
1	s until December 31, 2016. In order to continue	
,	nm Member must, no later than December 31,	
2016, provide documentation to the	e Employer to demonstrate proof of marriage.	
Should the Supreme Court's decisi	ion in Obergefell v. Hodges be overruled or	
<u> </u>	Congress, the parties agree to revert back to the	
1 -	-sex domestic partners contained within the 2011-	
2015 Collective Bargaining Agree	<u> </u>	

### HEALTH MAINTENANCE ORGANIZATION (HMO) — BLUE CARE NETWORK

This is only a Summary of Benefits and is subject to the terms and conditions of the actual policy or plan document.

#### **Schedule of Benefits**

If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. This plan will pay some or all of the costs to see a specialist for covered services but only if you have the plan's permission before you see the specialist.

Health Care Services	Limitations	In-Network
Benefit Period	Plan Year	
Annual Deductible	Deductibles do not include lab, preventative care DME/P&O, services with fixed dollar copay	\$250 Individual \$500 Family
Preventive Services		
Preventive Office Visits		100%
Immunizations		100%
Screening		100%
Outpatient & Physician Services:		
Primary Care Office Visit		\$20 copay per office visit then 100%
Specialist Office Visit	Requires referral.	\$20 copay per office visit then 100%
Other Practitioner Office Visit		\$20 copay per office visit then 100%
Allergy Testing and Injections	No charge for allergy injections,	100% after deductible
	allergy office visit and testing;	
	deductible applies to allergy	
	testing	
Lab Tests & X-Rays		100% after deductible
Chiropractic Visit & Related Services	Requires referral; 30 combined	\$20 copay per office visit then 100%
	visits for spinal manipulations	
	performed by a chiropractor or	
	osteopathic physician	
Outpatient Surgery & Related Services	Medically necessary only	100% after deductible

Health Care Services	Limitations	In-Network
Radiation/Chemotherapy		100% after deductible
Eye Examination		Not covered
<b>Emergency Services:</b>		
Emergency Room	A copay will apply, but waived if admitted.	\$250 copay
Urgent Care		\$30 copay per visit then 100%
Ambulance Service	Non-emergent transport is covered when authorized	\$25 copay
Other Services:		
Durable Medical Equipment	Must be authorized and obtained from a BCN supplier / Diabetic supplies covered in full / Hair prosthesis covered with limits	100%
Skilled Nursing Facility Care	Requires prior authorization / Limited to 120 days per calendar year combined / deductible	1000/ 6 1 1 /11
Innational Hognital Commission	applies	100% after deductible
Inpatient Hospital Services:	Requires prior authorization / 50% co-insurance for weight reduction procedures, TMJ, orthognathic surgery, reduction mammoplasty, male mastectomy / no charge for elective abortion / deductible applies	
Facility fee (hospital room)		100% after deductible
Physician/surgeon fee		100% after deductible
<b>Maternity Services:</b>		
Outpatient Prenatal Visits	The deductible does not apply to routine maternity care.	100%
Outpatient Postnatal Visits		\$20 copay per office visit then 100%
Delivery and Inpatient Services	The deductible applies.	100% after deductible
Ancillary Services:		
Home Health Care		\$20 copay per visit
Hospice Care	Inpatient care requires	100%

	authorization / deductible applies	
Mental Health Services:	Requires prior authorization	
Inpatient Services		100% after deductible
Outpatient Services		\$20 copay per office visit then 100%
Chemical Dependency Services:	Requires prior authorization	
Inpatient Services		100% after deductible
Outpatient Services		\$20 copay per office visit then 100%
Prescription Drugs		
Does not include fertility agents. Contraceptives	are included unless otherwise	100% after \$10 copay per generic or
noted.		\$30 copay per preferred brand name
		and \$60 copay for non-preferred brand
		name drugs
<b>Sponsored Dependent</b>		100%
Relative by blood or marriage or nonrelative for v	which principal support is	
provided.		
YOUNG ADULT 19-26		100%
Dependent children to age 26		
Voluntary Sterilization		Women: 100%
Any procedure, including vasectomy and tubal lig	gation, whose sole intent is to	Men: 100% after deductible
induce sterility.		
Medicare Complementary		100%
For retirees only who are enrolled in Medicare Pa		
deductibles and coinsurance under Parts A and B		
by Medicare. Benefits described in this policy ar	e reduced to the extent they are	
covered by Medicare in parts A and B.		
Hearing Aid Hardware		100% after deductible
Replacement available with prescription change of	or once every three (3) years.	
Infertility Services		100% after deductible
Any services with the sole intent to induce conce		
inability to produce offspring. Limited to aggreg	ate amount of \$3,000 per member	
per lifetime.		
Abortion		100% after deductible
Voluntary abortion performed during first trimest		
episode within a twenty-four (24) month period.	Coverage limited to the aggregate	
amount of \$1,000 per member per lifetime.		

#### **Domestic Partner – Same Sex**

An Individual, of the same gender, who resides together with the Subscriber and intends to do so permanently; who shares in basic living expenses; who is not related by blood to a degree of closeness that would prohibit marriage were the individual of the opposite sex; is at least the age of consent; who is not in a domestic partnership with anyone else; and who, if eligible to register as domestic partners in the jurisdiction which the Subscriber and he/she lives and/or works, would register as domestic partners within thirty-one (31) days of enrollment eligibility.

Pursuant to the U.S. Supreme Court's decision in *Obergefell v. Hodges* (2015), which legalized same-sex marriage in every state throughout the United States, the Employer will phase out Domestic Partner health benefits as follows. Notwithstanding any provision of the Collective Bargaining Agreement between the parties, upon the date of ratification of the 2015 Agreement, the Employer will no longer provide Domestic Partner benefits, except that existing eligible same-sex Domestic Partners who participated in such benefits on such date of ratification shall be permitted to retain such benefits until December 31, 2016. In order to continue coverage for such benefits, the Team Member must, no later than December 31, 2016, provide documentation to the Employer to demonstrate proof of marriage.

Should the Supreme Court's decision in *Obergefell v. Hodges* be overruled or abrogated, by the Court or Act of Congress, the parties agree to revert back to the eligibility language covering same-sex domestic partners contained within the 2011-2015 Collective Bargaining Agreement between the parties.

100%

### APPENDIX 2 – COMMUNITY BLUE<sup>SM</sup> PPO

	In-Network	Out-of-Network
Benefit Period	Plan Year	
Annual Deductible	\$250 Individual \$500 Family Note: Deductibles may be waived, If service is performed in a PPO physician's office.	\$250 Individual \$500 Family Note: Out-of-Network deductible amounts also apply towards the in- network deductibles.
Preventive Services Health Maintenance Exam - includes chest X-ray, EKG and select lab procedures	Covered - 100%, one per calendar year	Not covered
Annual Gynecological Exam	Covered - 100%, one per calendar year	Not covered
Pap Smear Screening - laboratory and pathology services	Covered - 100%, one per calendar year	Not covered
Well-Baby and Child Care	Covered - 100%, -6 visits, birth through 12 months -6 visits, 13 months through 23 months -6 visits, 24 months through 35 months -2 visits, 36 months through 47 months -Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not Covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources	Covered - 100%,	Not covered
Fecal Occual Blood Screening	Covered - 100% one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered - 100% one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered - 100% one per calendar year	Not covered
Routine Mammogram and Related Reading		

	In-Network	Out-of-Network
One per calendar year	Covered 100%	Covered - 60% after deductible
	Subsequent medically necessary	
	mammograms performed during the same	
	calendar year are subject to the deductible	
Colonoscopy One per calendar year	Covered 100%	Covered - 60% after deductible
	Subsequent colonoscopies performed	
	during the same calendar year are subject	
	to the deductible	
Physician Office Services	Must be medically necessary	
Office Visits	Covered - \$20 Copay	Covered - 60% after deductible
Outpatient and Home Visits	Covered - 100% after deductible	Covered - 60% after deductible
Office Consultations	Covered - \$20 Copay	Covered - 60% after deductible
Urgent Care Visits	Covered - \$20 Copay	Covered - 60% after deductible
<b>Emergency Medical Care</b>		
Hospital Emergency Room-approved	Covered - \$250 copay, waived if admitted	Covered - \$250 copay, waived if admitted
diagnosis	or for an accidental injury	or for an accidental Injury
Ambulance Services - medically	Covered - 100% after deductible	Covered - 100% after deductible
necessary		
Diagnostic Services		
Laboratory and Pathology Tests	Covered - 100% after deductible	Covered - 60% after deductible
Diagnostic Tests and X-rays	Covered - 100% after deductible	Covered - 60% after deductible
Radiation Therapy	Covered - 100% after deductible	Covered - 60% after deductible
Maternity Services		
Pre-Natal and Post-Natal Care	Covered - 100%	Covered - 60% after deductible
	Includes care provided by a Certified Nurse	Midwife
Delivery and Nursery Care	Covered-100% after deductible	Covered - 60% after deductible
, ,	Includes care provided by a Certified Nurse	Midwife
Hospital Care		
Semi-Private Room, Inpatient Physician	Covered - 100% after deductible	Covered - 60% after deductible
Care, General Nursing Care, Hospital		
Services		
And Supplies		
	Unlimited days	-
Inpatient Consultations	Covered - 100% after deductible	Covered - 60% after deductible

	In-Network	Out-of-Network
Chemotherapy	Covered - 100% after deductible	Covered - 60% after deductible
Alternatives to Hospital Care Skilled Nursing Care – participating facility	Covered - 100% after deductible	Covered - 100% after deductible
	Up to 120 days per calendar year	
Hospice Care	Covered -100%	Covered - 100%
	Participating hospice program only. Limited reviewed and adjusted periodically	
Home Health Care	Covered - 100% after deductible	Covered - 100% after deductible
Surgical Services Surgery - includes related surgical services	Covered - 100% after deductible	Covered - 60% after deductible
Voluntary Sterilization- Males	Covered - 100% after deductible	Covered - 60% after deductible
Human Organ Transplants Specified Organ Transplants - in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242- 3504)	Covered - 100%	Covered – 100% in designated facilities only.
Bone Marrow - when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific		
criteria applies	Covered - 100% after deductible	Covered - 60% after deductible
Kidney, Cornea and Skin	Covered - 100% after deductible	Covered - 60% after deductible
Mental Health Care and Substance Abuse Treatment Inpatient Mental Health Care and Substance Abuse Care	Covered - 100% after deductible	Covered - 60% after deductible
Outpatient Mental Health Care - Facility and Clinic - Physician's Office Outpatient Substance Abuse Care - in	Covered - 100% after deductible Covered - 100% after deductible Covered - 100% after deductible	Covered - 6% after deductible Covered - 60% after deductible Covered - 60% after deductible
approved facilities Other Services		

	In-Network	Out-of-Network
Allergy Testing and Therapy	Covered - 100%	Covered - 60% after deductible
Chiropractic Spinal Manipulation	Covered - 100%	Covered - 60% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and	Covered - 100% after deductible	Covered - 60% after deductible
Occupational Therapy – provided for		
rehabilitation		
	Up to a combined maximum of 60 visits per	·
Durable Medical Equipment	Covered - 100% after deductible	Covered - 100% after deductible
Prosthetic and Orthotic Appliances	Covered - 100% after deductible	Covered - 100% after deductible
Private Duty Nursing	Covered - 50% after deductible	Covered - 50% after deductible
Hair Prosthesis – Limited to dependent	Covered - 100%	Covered - 100%
Children		
Rider PCD, Prescribed Contraceptive		
Devices		
	Adds coverage for physician-prescribed cor	
	IUDS. NOTE: This coverage is available of	
	the contraceptive medication rider is selected	
- Fixed Dollar Copays	\$20 for office visits	\$250 for emergency room visits
	\$250 for emergency room visits	
- Percent Copays	50% of approved amount for private duty	40% for general services and 50% of
	nursing*	approved amount for private duty
		nursing* NOTE: Services without a
		network are covered at the in-network
		level.
Annual out-of-pocket maximums –	h	1 007 100 0
applies to deductibles, copays and	\$6,350 for one member \$12,700 for two	\$12,700 for one member \$25,400 for two
coinsurance amounts for all covered	members per calendar year	members per calendar year
services – including cost-sharing amounts for prescription drugs, if applicable		

<sup>\*</sup>Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield certificate and riders. Payment

# In-Network amounts are based on the Blue Cross Blue Shield approved amount less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered Into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

Blue Preferred Rx Prescription Drug Coverage with Generic/Brand Name Fixed Dollar Copay Benefits-at-a-Glance Covered Services Federal Legend Drugs State-Controlled Drugs Needles and Syringes - dispensed with insulin  Rider PD-CM, Prescription Contraceptive Medications	Covered – 100% less plan copay Covered – 100% less plan copay Covered – 100% less plan copay for insulin  Adds benefits to the Prescription Drug Plan contraceptive medications NOTE: When this rider is selected, Rider Po	
Mail Order Prescription Drugs - up to 90 day supply of medication by Express Scripts	Covered – 100% less plan copay	Not covered
Copays		
Network Pharmacy	\$10 for each generic drug; \$30 for each preferred brand name drug and \$60 for each non-preferred brand name drug	25% sanction plus applicable in-network copay
Mail Order Prescription Drugs	\$20 for each generic drug; \$60 for each preferred brand name drug and \$120 for each non-preferred brand name drug	Not Applicable

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield certificate and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

EXHIBIT 1 – WAGE CHART

	Ratifi	ication: \$3 Increase	.00/hr	10/17	7/2025: \$0. Increase	50/hr	10/17	7/2026: \$0. Increase	50/hr	10/17	7/2027: \$1. Increase	00/hr
	100%	90%	80%	100%	90%	80%	100%	90%	80%	100%	90%	80%
Current Classification	After 24 Months	12 Months	New Hire									
FOOD & BEVERAGE												
Barstool Bartender	\$21.54	\$19.39	\$17.24	\$22.04	\$19.84	\$17.64	\$22.54	\$20.29	\$18.04	\$23.54	\$21.19	\$18.84
Room Service Server	\$14.79	\$13.31	\$11.83	\$15.29	\$13.76	\$12.23	\$15.79	\$14.21	\$12.63	\$16.79	\$15.11	\$13.43
Barstool Server	\$15.96	\$14.36	\$12.77	\$16.46	\$14.81	\$13.17	\$16.96	\$15.26	\$13.57	\$17.96	\$16.16	\$14.37
Busperson EDR	\$19.49	\$17.54	\$15.60	\$19.99	\$17.99	\$16.00	\$20.49	\$18.44	\$16.40	\$21.49	\$19.34	\$17.20
Employee Dining Lead Busser	\$20.11	\$18.10	\$16.09	\$20.61	\$18.55	\$16.49	\$21.11	\$19.00	\$16.89	\$22.11	\$19.90	\$17.69
Busser/Bus Person	\$17.55	\$15.80	\$14.04	\$18.05	\$16.25	\$14.44	\$18.55	\$16.70	\$14.84	\$19.55	\$17.60	\$15.64
Server I	\$14.14	\$12.73	\$11.31	\$14.64	\$13.18	\$11.71	\$15.14	\$13.63	\$12.11	\$16.14	\$14.53	\$12.91
Server II	\$14.79	\$13.31	\$11.83	\$15.29	\$13.76	\$12.23	\$15.79	\$14.21	\$12.63	\$16.79	\$15.11	\$13.43
Server III	\$16.63	\$14.97	\$13.30	\$17.13	\$15.42	\$13.70	\$17.63	\$15.87	\$14.10	\$18.63	\$16.77	\$14.90
Server VIP/VIP Lounge Server	\$21.87	\$19.69	\$17.50	\$22.37	\$20.14	\$17.90	\$22.87	\$20.59	\$18.30	\$23.87	\$21.49	\$19.10
Host(ess)	\$19.49	\$17.54	\$15.60	\$19.99	\$17.99	\$16.00	\$20.49	\$18.44	\$16.40	\$21.49	\$19.34	\$17.20
Lead Host(ess)	\$20.60	\$18.54	\$16.48	\$21.10	\$18.99	\$16.88	\$21.60	\$19.44	\$17.28	\$22.60	\$20.34	\$18.08
Table Side Cook/Server	\$20.82	\$18.74	\$16.66	\$21.32	\$19.19	\$17.06	\$21.82	\$19.64	\$17.46	\$22.82	\$20.54	\$18.26
Cashier	\$24.42	\$21.98	\$19.53	\$24.92	\$22.43	\$19.93	\$25.42	\$22.88	\$20.33	\$26.42	\$23.78	\$21.13
Banquet Server	\$14.79	\$13.31	\$11.83	\$15.29	\$13.76	\$12.23	\$15.79	\$14.21	\$12.63	\$16.79	\$15.11	\$13.43
Cook I	\$22.33	\$20.09	\$17.86	\$22.83	\$20.54	\$18.26	\$23.33	\$20.99	\$18.66	\$24.33	\$21.89	\$19.46
Cook II	\$24.43	\$21.99	\$19.54	\$24.93	\$22.44	\$19.94	\$25.43	\$22.89	\$20.34	\$26.43	\$23.79	\$21.14
Cook III	\$25.31	\$22.78	\$20.25	\$25.81	\$23.23	\$20.65	\$26.31	\$23.68	\$21.05	\$27.31	\$24.58	\$21.85
Kitchen Steward	\$20.26	\$18.23	\$16.21	\$20.76	\$18.68	\$16.61	\$21.26	\$19.13	\$17.01	\$22.26	\$20.03	\$17.81
Wok Cook	\$23.67	\$21.30	\$18.94	\$24.17	\$21.75	\$19.34	\$24.67	\$22.20	\$19.74	\$25.67	\$23.10	\$20.54
Wok Cook Lead	\$26.79	\$24.11	\$21.43	\$27.29	\$24.56	\$21.83	\$27.79	\$25.01	\$22.23	\$28.79	\$25.91	\$23.03
Bartender	\$21.08	\$18.97	\$16.86	\$21.58	\$19.42	\$17.26	\$22.08	\$19.87	\$17.66	\$23.08	\$20.77	\$18.46

Bar Back	\$19.12	\$17.21	\$15.30	\$19.62	\$17.66	\$15.70	\$20.12	\$18.11	\$16.10	\$21.12	\$19.01	\$16.90
Specialty Bartender/ VIP Lounge Bartender	\$21.44	\$19.30	\$17.15	\$21.94	\$19.75	\$17.55	\$22.44	\$20.20	\$17.95	\$23.44	\$21.10	\$18.75
Bartender - Lead	\$21.87	\$19.69	\$17.50	\$22.37	\$20.14	\$17.90	\$22.87	\$20.59	\$18.30	\$23.87	\$21.49	\$19.10
Banquet Bartender	\$21.08	\$18.97	\$16.86	\$21.58	\$19.42	\$17.26	\$22.08	\$19.87	\$17.66	\$23.08	\$20.77	\$18.46
Cocktail Server	\$16.36	\$14.72	\$13.09	\$16.86	\$15.17	\$13.49	\$17.36	\$15.62	\$13.89	\$18.36	\$16.52	\$14.69
Cocktail Server - Lead	\$17.20	\$15.48	\$13.76	\$17.70	\$15.93	\$14.16	\$18.20	\$16.38	\$14.56	\$19.20	\$17.28	\$15.36
Butcher	\$33.62	\$30.26	\$26.90	\$34.12	\$30.71	\$27.30	\$34.62	\$31.16	\$27.70	\$35.62	\$32.06	\$28.50
Food Cart Attendant	\$22.34	\$20.11	\$17.87	\$22.84	\$20.56	\$18.27	\$23.34	\$21.01	\$18.67	\$24.34	\$21.91	\$19.47
Pantheon Cocktail Server	\$17.54	\$15.79	\$14.03	\$18.04	\$16.24	\$14.43	\$18.54	\$16.69	\$14.83	\$19.54	\$17.59	\$15.63
HL Cocktail Server	\$17.54	\$15.79	\$14.03	\$18.04	\$16.24	\$14.43	\$18.54	\$16.69	\$14.83	\$19.54	\$17.59	\$15.63
Lounge Server	\$16.69	\$15.02	\$13.35	\$17.19	\$15.47	\$13.75	\$17.69	\$15.92	\$14.15	\$18.69	\$16.82	\$14.95
Utility Porter	\$18.14	\$16.33	\$14.51	\$18.64	\$16.78	\$14.91	\$19.14	\$17.23	\$15.31	\$20.14	\$18.13	\$16.11
Wine Steward	\$20.27	\$18.24	\$16.22	\$20.77	\$18.69	\$16.62	\$21.27	\$19.14	\$17.02	\$22.27	\$20.04	\$17.82
Slots												
Slot Tech Trainee Level I	\$23.88			\$24.38			\$24.88			\$25.88		
Slot Tech Trainee Level II	\$25.26			\$25.76			\$26.26			\$27.26		
Slot Tech Trainee Level III	\$26.65			\$27.15			\$27.65			\$28.65		
Slot Tech Trainee Level IV	\$28.04			\$28.54			\$29.04			\$30.04		
Slot Tech Level I	\$30.83	\$27.75	\$24.66	\$31.33	\$28.20	\$25.06	\$31.83	\$28.65	\$25.46	\$32.83	\$29.55	\$26.26
Slot Tech Level II	\$35.89	\$32.30	\$28.71	\$36.39	\$32.75	\$29.11	\$36.89	\$33.20	\$29.51	\$37.89	\$34.10	\$30.31
Slot Tech Level III	\$38.29	\$34.46	\$30.63	\$38.79	\$34.91	\$31.03	\$39.29	\$35.36	\$31.43	\$40.29	\$36.26	\$32.23
Slot Tech IV Electronic Technician	\$39.79	\$35.81	\$31.83	\$40.29	\$36.26	\$32.23	\$40.79	\$36.71	\$32.63	\$41.79	\$37.61	\$33.43
Slot Tech Lead	\$39.05	\$35.15	\$31.24	\$39.55	\$35.60	\$31.64	\$40.05	\$36.05	\$32.04	\$41.05	\$36.95	\$32.84
Slot Floorperson/Attendant	\$21.08	\$18.97	\$16.86	\$21.58	\$19.42	\$17.26	\$22.08	\$19.87	\$17.66	\$23.08	\$20.77	\$18.46
Slot Floorperson - Lead	\$24.08	\$21.67	\$19.26	\$24.58	\$22.12	\$19.66	\$25.08	\$22.57	\$20.06	\$26.08	\$23.47	\$20.86
<b>Table Games</b>												
Dealer Trainee	\$12.81	-	-	\$13.31	-	-	\$13.81	-	-	\$14.81	-	-
Dealer Level I	\$15.09	\$13.58	\$12.07	\$15.59	\$14.03	\$12.47	\$16.09	\$14.48	\$12.87	\$17.09	\$15.38	\$13.67
Dealer Level II	\$15.39	\$13.85	\$12.31	\$15.89	\$14.30	\$12.71	\$16.39	\$14.75	\$13.11	\$17.39	\$15.65	\$13.91

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Dealer Level III	\$15.74	\$14.17	\$12.59	\$16.24	\$14.62	\$12.99		\$16.74	\$15.07	\$13.39		\$17.74	\$15.97	\$14.19	
Dealer IV	\$16.11	\$14.50	\$12.89	\$16.61	\$14.95	\$13.29		\$17.11	\$15.40	\$13.69		\$18.11	\$16.30	\$14.49	
Poker Dealer	\$15.57	\$14.01	\$12.46	\$16.07	\$14.46	\$12.86		\$16.57	\$14.91	\$13.26		\$17.57	\$15.81	\$14.06	
Pit Card & Dice Clerk	\$21.08	\$18.97	\$16.86	\$21.58	\$19.42	\$17.26		\$22.08	\$19.87	\$17.66		\$23.08	\$20.77	\$18.46	
Pit Clerk	\$21.08	\$18.97	\$16.86	\$21.58	\$19.42	\$17.26		\$22.08	\$19.87	\$17.66		\$23.08	\$20.77	\$18.46	
Pit Clerk-Lead	\$23.56	\$21.20	\$18.85	\$24.06	\$21.65	\$19.25		\$24.56	\$22.10	\$19.65		\$25.56	\$23.00	\$20.45	l
Pit Technician	\$34.85	\$31.37	\$27.88	\$35.35	\$31.82	\$28.28		\$35.85	\$32.27	\$28.68		\$36.85	\$33.17	\$29.48	l
Pit Technician II	\$37.20	\$33.48	\$29.76	\$37.70	\$33.93	\$30.16		\$38.20	\$34.38	\$30.56		\$39.20	\$35.28	\$31.36	İ
Pit Technician III	\$37.98	\$34.18	\$30.38	\$38.48	\$34.63	\$30.78		\$38.98	\$35.08	\$31.18		\$39.98	\$35.98	\$31.98	l
Gaming Facilitator	\$21.56	\$19.40	\$17.25	\$22.06	\$19.85	\$17.65		\$22.56	\$20.30	\$18.05		\$23.56	\$21.20	\$18.85	İ
EVS/FACILITY															l
CLEANERS/STEWARDS															
EVS Specialist	\$21.82	\$19.64	\$17.46	\$22.32	\$20.09	\$17.86		\$22.82	\$20.54	\$18.26		\$23.82	\$21.44	\$19.06	
EVS Attendant	\$21.08	\$18.97	\$16.86	\$21.58	\$19.42	\$17.26		\$22.08	\$19.87	\$17.66		\$23.08	\$20.77	\$18.46	İ
Lead EVS Attendant	\$23.56	\$21.21	\$18.85	\$24.06	\$21.66	\$19.25		\$24.56	\$22.11	\$19.65		\$25.56	\$23.01	\$20.45	İ
CAGE															ĺ
Cage Cashier	\$24.42	\$21.98	\$19.54	\$24.92	\$22.43	\$19.94		\$25.42	\$22.88	\$20.34		\$26.42	\$23.78	\$21.14	İ
Intermediate Banker	\$27.85	\$25.07	\$22.28	\$28.35	\$25.52	\$22.68		\$28.85	\$25.97	\$23.08		\$29.85	\$26.87	\$23.88	İ
Main Banker Cashier	\$29.59	\$26.63	\$23.67	\$30.09	\$27.08	\$24.07		\$30.59	\$27.53	\$24.47		\$31.59	\$28.43	\$25.27	İ
Associate Bank Cashier	\$26.08	\$23.47	\$20.86	\$26.58	\$23.92	\$21.26		\$27.08	\$24.37	\$21.66		\$28.08	\$25.27	\$22.46	İ
Soft Count-Lead	\$28.32	\$25.49	\$22.66	\$28.82	\$25.94	\$23.06		\$29.32	\$26.39	\$23.46		\$30.32	\$27.29	\$24.26	
Soft Count Attendant	\$24.61	\$22.15	\$19.69	\$25.11	\$22.60	\$20.09		\$25.61	\$23.05	\$20.49		\$26.61	\$23.95	\$21.29	İ
Hard Count-Lead	\$28.32	\$25.49	\$22.66	\$28.82	\$25.94	\$23.06		\$29.32	\$26.39	\$23.46		\$30.32	\$27.29	\$24.26	
Hard Count Attendant	\$24.61	\$22.15	\$19.69	\$25.11	\$22.60	\$20.09		\$25.61	\$23.05	\$20.49		\$26.61	\$23.95	\$21.29	
Hard Count Clerk	\$20.26	\$18.23	\$16.21	\$20.76	\$18.68	\$16.61		\$21.26	\$19.13	\$17.01		\$22.26	\$20.03	\$17.81	İ
Impress-Money Runner	\$24.61	\$22.15	\$19.69	\$25.11	\$22.60	\$20.09		\$25.61	\$23.05	\$20.49		\$26.61	\$23.95	\$21.29	
Impress-Lead	\$28.32	\$25.49	\$22.66	\$28.82	\$25.94	\$23.06		\$29.32	\$26.39	\$23.46		\$30.32	\$27.29	\$24.26	ĺ
Pit Clerk	\$21.08	\$18.97	\$16.86	\$21.58	\$19.42	\$17.26		\$22.08	\$19.87	\$17.66		\$23.08	\$20.77	\$18.46	ĺ
Pit Clerk-Lead	\$23.56	\$21.20	\$18.85	\$24.06	\$21.65	\$19.25		\$24.56	\$22.10	\$19.65		\$25.56	\$23.00	\$20.45	

Engineering												
Carpenter I	\$31.75	\$28.58	\$25.40	\$32.25	\$29.03	\$25.80	\$32.75	\$29.48	\$26.20	\$33.75	\$30.38	\$27.00
Carpenter II	\$35.00	\$31.50	\$28.00	\$35.50	\$31.95	\$28.40	\$36.00	\$32.40	\$28.80	\$37.00	\$33.30	\$29.60
Carpenter III	\$38.29	\$34.46	\$30.63	\$38.79	\$34.91	\$31.03	\$39.29	\$35.36	\$31.43	\$40.29	\$36.26	\$32.23
Carpenter IV	\$41.51	\$37.36	\$33.21	\$42.01	\$37.81	\$33.61	\$42.51	\$38.26	\$34.01	\$43.51	\$39.16	\$34.81
_	`	from curre	nt	`	from curre	nt	`	from curre	nt	`	from curre	nt
Carpenter - Lead	classifica	ation)		classifica	ition)		classific	ation)		classific	ation)	
Maintenance Trainee Level I	\$23.15			\$23.65			\$24.15			\$25.15		
Maintenance Trainee Level II	\$26.03			\$26.53			\$27.03			\$28.03		
Maintenance Trainee Level III	\$27.45			\$27.95			\$28.45			\$29.45		
Maintenance Trainee Level IV	\$28.89			\$29.39			\$29.89			\$30.89		
Engineer I	\$31.75	\$28.58	\$25.40	\$32.25	\$29.03	\$25.80	\$32.75	\$29.48	\$26.20	\$33.75	\$30.38	\$27.00
Engineer II	\$35.00	\$31.50	\$28.00	\$35.50	\$31.95	\$28.40	\$36.00	\$32.40	\$28.80	\$37.00	\$33.30	\$29.60
Engineer III	\$38.29	\$34.46	\$30.63	\$38.79	\$34.91	\$31.03	\$39.29	\$35.36	\$31.43	\$40.29	\$36.26	\$32.23
Engineer IV	\$41.51	\$37.36	\$33.21	\$42.01	\$37.81	\$33.61	\$42.51	\$38.26	\$34.01	\$43.51	\$39.16	\$34.81
		from curre	nt		from curre	nt		from curre	nt	\ .	from curre	nt
Engineer Lead	classifica	,	ΦΦ 6 00	classifica		ф <b>25.2</b> 0	classific		<b>007.7</b> 0	classific		<b>#2</b> 0. <b>7</b> 0
Cage & Count Room Technician	\$33.63	\$30.27	\$26.90	\$34.13	\$30.72	\$27.30	\$34.63	\$31.17	\$27.70	\$35.63	\$32.07	\$28.50
Gardner	1 621 62	©10 61	C17 16	1 600 20								
	\$21.82	\$19.64	\$17.46	\$22.32	\$20.09	\$17.86	\$22.82	\$20.54	\$18.26	\$23.82	\$21.44	\$19.06
AV Technician II	\$33.54	\$30.18	\$26.83	\$22.32	\$20.09 \$30.63	\$17.86 \$27.23	\$22.82	\$20.54 \$31.08	\$18.26 \$27.63	\$23.82 \$35.54	\$21.44 \$31.98	\$19.06
AV Technician II Retail	\$33.54	\$30.18	\$26.83	\$34.04	\$30.63	\$27.23	\$34.54	\$31.08	\$27.63	\$35.54	\$31.98	\$28.43
			·									
Retail	\$33.54	\$30.18	\$26.83	\$34.04	\$30.63	\$27.23	\$34.54	\$31.08	\$27.63	\$35.54	\$31.98	\$28.43
Retail Cashier- Retail	\$33.54 \$24.42	\$30.18 \$21.98	\$26.83 \$19.53	\$34.04 \$24.92	\$30.63 \$22.43	\$27.23 \$19.93	\$34.54 \$25.42	\$31.08 \$22.88	\$27.63 \$20.33	\$35.54 \$26.42	\$31.98 \$23.78	\$28.43 \$21.13
Retail Cashier- Retail Retail/Attendant	\$33.54 \$24.42	\$30.18 \$21.98	\$26.83 \$19.53	\$34.04 \$24.92	\$30.63 \$22.43	\$27.23 \$19.93	\$34.54 \$25.42	\$31.08 \$22.88	\$27.63 \$20.33	\$35.54 \$26.42	\$31.98 \$23.78	\$28.43 \$21.13
Retail Cashier- Retail Retail/Attendant Warehouse/Receiving	\$33.54 \$24.42 \$21.08	\$30.18 \$21.98 \$18.97	\$26.83 \$19.53 \$16.86	\$34.04 \$24.92 \$21.58	\$30.63 \$22.43 \$19.42	\$27.23 \$19.93 \$17.26	\$34.54 \$25.42 \$22.08	\$31.08 \$22.88 \$19.87	\$27.63 \$20.33 \$17.66	\$35.54 \$26.42 \$23.08	\$31.98 \$23.78 \$20.77	\$28.43 \$21.13 \$18.46
Retail Cashier- Retail Retail/Attendant Warehouse/Receiving Receiver	\$33.54 \$24.42 \$21.08 \$21.08	\$30.18 \$21.98 \$18.97	\$26.83 \$19.53 \$16.86	\$34.04 \$24.92 \$21.58	\$30.63 \$22.43 \$19.42	\$27.23 \$19.93 \$17.26	\$34.54 \$25.42 \$22.08 \$22.08	\$31.08 \$22.88 \$19.87	\$27.63 \$20.33 \$17.66	\$35.54 \$26.42 \$23.08 \$23.08	\$31.98 \$23.78 \$20.77 \$20.77	\$28.43 \$21.13 \$18.46 \$18.46
Retail Cashier- Retail Retail/Attendant Warehouse/Receiving Receiver Door Person	\$33.54 \$24.42 \$21.08 \$16.63	\$30.18 \$21.98 \$18.97 \$18.97 \$14.97	\$26.83 \$19.53 \$16.86 \$13.30	\$34.04 \$24.92 \$21.58 \$17.13	\$30.63 \$22.43 \$19.42 \$15.42	\$27.23 \$19.93 \$17.26 \$17.26 \$13.70	\$34.54 \$25.42 \$22.08 \$17.63	\$31.08 \$22.88 \$19.87 \$19.87 \$15.87	\$27.63 \$20.33 \$17.66 \$14.10	\$35.54 \$26.42 \$23.08 \$18.63	\$31.98 \$23.78 \$20.77 \$20.77 \$16.77	\$28.43 \$21.13 \$18.46 \$14.90
Retail Cashier- Retail Retail/Attendant Warehouse/Receiving Receiver Door Person Inventory Control Clerk	\$33.54 \$24.42 \$21.08 \$21.08 \$16.63 \$22.12	\$30.18 \$21.98 \$18.97 \$18.97 \$14.97 \$19.91	\$26.83 \$19.53 \$16.86 \$13.30 \$17.70	\$34.04 \$24.92 \$21.58 \$17.13 \$22.62	\$30.63 \$22.43 \$19.42 \$19.42 \$15.42 \$20.36	\$27.23 \$19.93 \$17.26 \$13.70 \$18.10	\$34.54 \$25.42 \$22.08 \$17.63 \$23.12	\$31.08 \$22.88 \$19.87 \$19.87 \$15.87 \$20.81	\$27.63 \$20.33 \$17.66 \$14.10 \$18.50	\$35.54 \$26.42 \$23.08 \$18.63 \$24.12	\$31.98 \$23.78 \$20.77 \$20.77 \$16.77 \$21.71	\$28.43 \$21.13 \$18.46 \$18.46 \$14.90 \$19.30

Wardrobe												
Uniform Clerk/Seamer	\$21.35	\$19.21	\$17.08	\$21.85	\$19.66	\$17.48	\$22.35	\$20.11	\$17.88	\$23.35	\$21.01	\$18.68
Lead Processor/Seamer	\$22.12	\$19.91	\$17.70	\$22.62	\$20.36	\$18.10	\$23.12	\$20.81	\$18.50	\$24.12	\$21.71	\$19.30
Uniform Control Clerk	\$20.26	\$18.23	\$16.21	\$20.76	\$18.68	\$16.61	\$21.26	\$19.13	\$17.01	\$22.26	\$20.03	\$17.81
Uniform Control Clerk Lead	\$21.48	\$19.33	\$17.18	\$21.98	\$19.78	\$17.58	\$22.48	\$20.23	\$17.98	\$23.48	\$21.13	\$18.78
Seamstress	\$21.01	\$18.91	\$16.81	\$21.51	\$19.36	\$17.21	\$22.01	\$19.81	\$17.61	\$23.01	\$20.71	\$18.41
Coat Check Attendant-Tipped	\$16.63	\$14.97	\$13.30	\$17.13	\$15.42	\$13.70	\$17.63	\$15.87	\$14.10	\$18.63	\$16.77	\$14.90
Coat Check Attendant-Non-Tipped	\$17.89	\$16.10	\$14.31	\$18.39	\$16.55	\$14.71	\$18.89	\$17.00	\$15.11	\$19.89	\$17.90	\$15.91
Hotel												
Front Services Attendant/Bellperson	\$15.41	\$13.87	\$12.33	\$15.91	\$14.32	\$12.73	\$16.41	\$14.77	\$13.13	\$17.41	\$15.67	\$13.93
Front Desk Representative	\$22.37	\$20.13	\$17.89	\$22.87	\$20.58	\$18.29	\$23.37	\$21.03	\$18.69	\$24.37	\$21.93	\$19.49
Laundry Attendant	\$21.81	\$19.63	\$17.45	\$22.31	\$20.08	\$17.85	\$22.81	\$20.53	\$18.25	\$23.81	\$21.43	\$19.05
Housekeeper	\$20.70	\$18.63	\$16.56	\$21.20	\$19.08	\$16.96	\$21.70	\$19.53	\$17.36	\$22.70	\$20.43	\$18.16
Houseperson	\$20.70	\$18.63	\$16.56	\$21.20	\$19.08	\$16.96	\$21.70	\$19.53	\$17.36	\$22.70	\$20.43	\$18.16
Utility Porter/Public Area Attendant	\$20.70	\$18.63	\$16.56	\$21.20	\$19.08	\$16.96	\$21.70	\$19.53	\$17.36	\$22.70	\$20.43	\$18.16
PBX-Communications Operator	\$20.26	\$18.23	\$16.21	\$20.76	\$18.68	\$16.61	\$21.26	\$19.13	\$17.01	\$22.26	\$20.03	\$17.81
PBX-Communications Operator- Lead	\$21.59	\$19.43	\$17.27	\$22.09	\$19.88	\$17.67	\$22.59	\$20.33	\$18.07	\$23.59	\$21.23	\$18.87
Lead Reservation Agent	\$21.59	\$19.43	\$17.27	\$22.09	\$19.88	\$17.67	\$22.59	\$20.33	\$18.07	\$23.59	\$21.23	\$18.87
Reservation Agents	\$20.23	\$18.20	\$16.18	\$20.73	\$18.65	\$16.58	\$21.23	\$19.10	\$16.98	\$22.23	\$20.00	\$17.78
Linen Sorter	\$20.70	\$18.63	\$16.56	\$21.20	\$19.08	\$16.96	\$21.70	\$19.53	\$17.36	\$22.70	\$20.43	\$18.16
Linen Runner	\$20.70	\$18.63	\$16.56	\$21.20	\$19.08	\$16.96	\$21.70	\$19.53	\$17.36	\$22.70	\$20.43	\$18.16
Transportation												
Valet Attendant	\$15.40	\$13.86	\$12.32	\$15.90	\$14.31	\$12.72	\$16.40	\$14.76	\$13.12	\$17.40	\$15.66	\$13.92
Valet Utility	\$15.40	\$13.86	\$12.32	\$15.90	\$14.31	\$12.72	\$16.40	\$14.76	\$13.12	\$17.40	\$15.66	\$13.92
Valet Attendant-Lead I	\$18.78	\$16.90	\$15.02	\$19.28	\$17.35	\$15.42	\$19.78	\$17.80	\$15.82	\$20.78	\$18.70	\$16.62
Valet Attendant-Lead II	\$23.85	\$21.47	\$19.08	\$24.35	\$21.92	\$19.48	\$24.85	\$22.37	\$19.88	\$25.85	\$23.27	\$20.68
Valet Lane Attendant	\$18.78	\$16.90	\$15.03	\$19.28	\$17.35	\$15.43	\$19.78	\$17.80	\$15.83	\$20.78	\$18.70	\$16.63
Lead Valet Attendant	\$23.85	\$21.47	\$19.08	\$24.35	\$21.92	\$19.48	\$24.85	\$22.37	\$19.88	\$25.85	\$23.27	\$20.68
Valet Cashier/Valet Dispatcher	\$21.08	\$18.97	\$16.86	\$21.58	\$19.42	\$17.26	\$22.08	\$19.87	\$17.66	\$23.08	\$20.77	\$18.46

Traffic & Booth Attendant	\$17.87	\$16.08	\$14.30	\$18.37	\$16.53	\$14.70	\$18.87	\$16.98	\$15.10	\$19.87	\$17.88	\$15.90
Shuttle Bus Driver	\$21.08	\$18.97	\$16.86	\$21.58	\$19.42	\$17.26	\$22.08	\$19.87	\$17.66	\$23.08	\$20.77	\$18.46
Marketing												
Marketing Representative	\$23.92	\$21.53	\$19.14	\$24.42	\$21.98	\$19.54	\$24.92	\$22.43	\$19.94	\$25.92	\$23.33	\$20.74
Motor Coach Greeter	\$24.56	\$22.10	\$19.65	\$25.06	\$22.55	\$20.05	\$25.56	\$23.00	\$20.45	\$26.56	\$23.90	\$21.25
Motor Coach Reservationist	\$24.59	\$22.13	\$19.67	\$25.09	\$22.58	\$20.07	\$25.59	\$23.03	\$20.47	\$26.59	\$23.93	\$21.27
Slot Club Representative	\$23.13	\$20.82	\$18.50	\$23.63	\$21.27	\$18.90	\$24.13	\$21.72	\$19.30	\$25.13	\$22.62	\$20.10
VIP Representative	\$21.21	\$19.09	\$16.97	\$21.71	\$19.54	\$17.37	\$22.21	\$19.99	\$17.77	\$23.21	\$20.89	\$18.57
Clerical												
Data Entry Clerk	\$24.56	\$22.10	\$19.65	\$25.06	\$22.55	\$20.05	\$25.56	\$23.00	\$20.45	\$26.56	\$23.90	\$21.25
Mailroom Clerk	\$20.82	\$18.74	\$16.66	\$21.32	\$19.19	\$17.06	\$21.82	\$19.64	\$17.46	\$22.82	\$20.54	\$18.26
Sportsbook												
Sportsbook Attendants	\$21.08	\$18.97	\$16.86	\$21.58	\$19.42	\$17.26	\$22.08	\$19.87	\$17.66	\$23.08	\$20.77	\$18.46

### EXHIBIT 2 – UAW DUES CHECK-OFF CARD

A-57-58 Rev. 5/2007



#### **APPLICATION FOR MEMBERSHIP**

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

	111111111111111111111111111111111111111	§ 8000-2080-9	Date	***************************************
Name		Local#_		Unit#
Address	City		State	ZIP
Tel #	City	SSN/Ee;	#	
mane by ma, or any oure	ect and empower the International Union, Uni			
	SIFTS TO THE UAW ARE NOT DEDUCTIBLE			
	Applicant's Signature			
WAW A	Witness			
				500
	AUTHORIZATION FOR CHECK	-OFF OF DUES		<b></b>
TO THE			PANY Da	
I hereby assign to Local I Workers of America (UAW), payable under its suppleme you); such sum as the Fina dues, including an initiation union dues in accordance wit from my pay and to remit sa Union at any time while this :	from any wages earned or to be earned by me ntal unemployment benefit plan as your employ cial Officer of said Local Union Nomay or reinstatement fee and monthly dues in such the Coxtrumon of the international Union, UAW me to the Union at such times and in such ma unthorization is in effect.	or a regular supple ree (in my present of certify as due and h sum as may be es . I authorize and dir nner as may be agre	emental une or in any futu owing from r stablished fro ect you to de eed upon be	mployment benefit ire employment by ne as membership om time to time as duct such amounts tween you and the
This assignment, authoriza to you, or until the termination delivery of this authorization, assignment, authorization anyear each or for the period of shall be shorter, unless writt than ten (10) days prior to the Company and the Union, whi	tion and direction shall be irrevocable for the pe on of the collective agreement between the Con whichever occurs sooner, unless state law provi- d direction shall be automatically renewed, and seach succeeding applicable collective agreeme en notice is given by me to the Company and the be expiration of each period of one (1) year, or of chever occurs sooner, unless state law provide	ried of one (1) year f npany and the Union des a shorter period; shall be irrevocable; int between the Con Union, not more tha each applicable coll as a shorter period.	rom the date which is in f and I agree forsuccessing spany and the na twenty (20 ective agree	of delivery hereof orce at the time of and direct that this a periods of one (1) a Union, whichever ) days and not less ment between the
This authorization is mad and otherwise.	e pursuant to the provisions of Section 302(c)	of the Labor Mana	gement Rela	itions Act of 1947
CONTRIBUTIONS OR GIF INCOME TAX PURPOSES.	TS TO THE UAW ARE NOT DEDUCTIBLE AS	CHARITABLE CON	ITRIBUTION	S FOR FEDERAL
Type or print name of Employee	here			
Signature of Employee here	The state of the s	, ,	**	
Address of Employee	THE THE PARTY OF T	***************************************		· machinana ·
City	State	1696 T.	Zip	10,000
Date of Signature	Employee Clock Number	Soc. Sec.#		
Date of Delivery to Employer	, , , , , , , , , , , , , , , , , , ,	A	-57-58 R	ev. 5/2007

### EXHIBIT 3 – **UNITEHERE! DUES CHECK-OFF CARD**

### UNITEHERE! Local 24 REPRESENTATION AUTHORIZATION

I hereby authorize UNITE HERE Local 24 to be my collective bargaining representative in all matters relating to my wages, hours and terms and conditions of employment at my current employer(s) and any future employers, and request and accept membership in UNITE HERE Local 24 ("the Union"). I hereby agree to be bound by the Constitution of the UNITE HERE International Union and the bylaws of the Union.

#### DUES CHECKOFF

I hereby voluntarily request and authorize my employer to deduct from any wages or compensation due me, each and every month, the dues, initiation fees or reinstatement fees required as a condition of acquiring and maintaining membership in good standing in the Union and I direct that the same be forwarded each month to the Union. This authorization shall remain in effect and shall be irrevocable unless I revoke it by sewnding ritten notice to both the Employer and the Union by registered mail not more than twenty (20) days and not less than ten (10) days either before any anniversary of the date of this authorization or after the date of termination of the applicable agreement between my Employer and the Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable checkoff from year to year, unless revoked as hereinabove provided irrespective of whether I am or remain a member of the Union.

If you wish to pay your due required to pay your dues	es and fees directly to the	ne Union and not have a payro Union each month, on time.	ill deduction, initial here.	You will then be
I acknowledge that I have	ve received and read nted on the back of thi	the Notice Regarding Unions card. I understand that I ma	n Security Clause and lay request a copy of the	Dues/ Fees Deduction notice before I sign thin
Name (Print):				
Signature:		D	ate:	
Social Security #:		c	urrent Employer:	
Department:		J	ob Title:	
Date of Hire:		c	ell Phone:	
Street Address:		A	pt#	
City:		s	T:Zip:_	
Email:				
CHECK-OFF A  I, OF and to transmit that sum to for political purposes to ac of federal and state candid the UNITE HERE TIP CA condition of employment; UNITE HERE are only sue by UNITE HERE because permanent residents may	WHITE: Union  ITEMERE! T  UTHORIZATION  The UNITE HERE TIP Ivance the interests of to dates and political comm  MPAIGN COMMITTEE (3) I may refuse to confidence in the amount of the amount of the amount of contribute. Contribution of collect and report the	PRIVACY IS always protected an YELLOW: Employer  TIP CAMPAIGN  FOR POLITICAL CO  hereby autito deduct from my salary the CAMPAIGN COMMITTEE. In the members of UNITE HERE, mittees and addressing political is not a condition of member ribute without reprisal; and (4) insure more or less than that an entribution or my decision not the or gifts to this political action name, mailing address, occup	PINK: Member  I COMMITT  NTRIBUTIONS FE horize and direct the PA sum of \$ understand that (1) my co their families, and all wo all issues of public imports ship in UNITE HERE or a any guideline contribute ocontribute and (5) only of fund is not tax-deductib	ROM WAGES  YROLL DEPARTMEN' per monti intributions will be use rkers, including support ance; (2) contributing to any of its affiliates, or a on amount proposed by vored or disadvantage; U.S. citizens and lawfule. Federal law require
Name	,	Signature		
(PR	INT YOUR FULL NAM	E)		
Social Security Number			Date	
Address				
(STREET)			(STATE)	(ZIP CODE)
Home Phone	WHITE: Union	Cell Phone		-270

### EXHIBIT 4 – TEAMSTERS DUES CHECK-OFF CARD



White Copy to Local Union

### **APPLICATION AND NOTICE**

### For Membership in Local Union No. Affiliated with the International Brotherhood of Teamsters

Signature Social Security Number Address		D:		
and assignment of my desire to i Signature Social Security Number Address City		Da		
SignatureSocial Security Number		Da	ate	
Signature			nte	
Signature				
This authorization and assignn the employer or for one year, wh applicable contract periods there least sixty [60] days, but not mo	nichever is the lesser, an eafter, whichever is less re than seventy-five [75]	id shall automatically rer er, unless I give written i	ew itself for successive yea notice to the company and t	arly or he union at
such Local Union for and on my This authorization is voluntary	and is not conditioned			
wages each and every month an Union, and direct s	amount equal to the mo			
l,(Prin	nt Name)	hereby aut	harize my employer ta dedu	ict from my
	AND AS	SSIGNMENT		
		AUTHORIZATIO	N	BPL-COL-CLE EMPL STEP CHIEF LIGGR-MINE
White Copy to Local Union	Yellow	Copy to Local Union	Pink Copy to	Applicant
DATE OF APPLI	CATION	SIGN	IATURE OF APPLICANT	8
If yes, what Local Union No.				
Have you ever been a member of a				
Date of Birth				
City Initiation Fee \$				
Street				
Employer			Date	
City		State	Zip Code Employment	
Street			Phone	
PRINT(LAST NAME)	(FIRST NAME)	(MIDDLE INITIAL)	Occupation	
I have read and understand th the Local Union.	e options available to n	ne and submit this appl		
recent allocation of expenditure collective bargaining representa that nonmembers who choose t mane to collective bargaining w tures, and will have the right to- be provided by my Local Union	es devoted to activities the etive sufficient to enable to object to paying the p will be entitled to a redu- challenge the correctnes	at are both germane and me to decide whether or pro-rata portion of regul ction in fees based on the	non-germane to its performent to become an objector. It are Union dues or fees that a forementioned allocation	mance as the standard are not ge to of expending
I understand that under the cu necessary to retain my employn bers of the Union. I also unders ing the pro-rata portion of regu tration and grievance adjustmen	nent by paying an amou stand that if I elect not lar Union dues or fees	nt equal to the uniform of to become a member or that are not germane to	lues and initiation fee requiremain a member, I may of collective bargaining, contr	ired of men bject to pa act admini
course the Union takes to repre And, I understand that the Ur right, as guaranteed by federal	nion's strength and abi I law, to join the Union	lity to represent my into and engage in collective	erests depends upon my e activities with my fellow v	xercising n vorkers.
opment of contract proposals if for Union office or support ex available only to Union member	of the Union, I will be en for collective bargaining andidates of my choice ers. I understand that o	ntitled to attend member g, vote to ratify or reject , receive Union publica only as a member of the	ship meetings, participate collective bargaining agre tions and take advantage Union will I be able to de	in the devi- cements, ru of program etermine the
I voluntarily submit this Applie Brotherhood of Teamsters, so t			, affiliated with the I	nternation

Yellow Copy to Company

Pink Copy to Applicant

### EXHIBIT 5 – OPERATING ENGINEERS DUES CHECK-OFF CARD

Application for Membership

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324 – A, B, C, D, G, H, P, RA, S1, and S2 500 Hulet Drive \* Bloomfield Twp, MI 48302

I hereby make application to become a member of Local 324 \_\_\_\_of the International Union of the Operating Engineers, AFL-CIO, and hereby designate Local 324 to represent me for the purpose of collective bargaining and in any and all other situations that may arise under the operation of the National Labor Relations Act and/ or with any individual employer where the provisions of the National Labor Relations Act are not invoked. I recognize that I do not become an initiated member until my initiation fee is paid in full and I am current in my dues.

Birthdate\_

Soc.Sec.#\_

Name\_

Address			Apt. #
City	County	State	Zip
Phone	Work	Cell	
Gender	Race_		
E-Mail Address	Beneficiary		
Employer		Classification	
Date of Hire	Rate of Pay	Full Time/ Part Ti	me
I also agree to pay an entrance fee of \$	which sha	ll include	dues in advance.
further agree that this entrance fee sha	all be fully paid by this date		
Former Member of Operating Engineer	rs Yes/ No Contact me re	garding volunteering for	Union functions Yes/ No
Signature		Date	
l,			
do solemnly promise:			
other Local Union of said International grievance by me against the Local Union that I will faithfully observe the procedextent not limited by law, I will not briadministrative agency, against this Local Union, until and unless I have followed the Union, for a period not exceeding fand also all Regulations, Decisions and authority. I further promise that I will and any and all of its duly affiliated and I will never wrong an engineer who is a wronged if it is in my power to preven which I may have control, and to do a Union of said International Union to p working rules adopted by this Local Uniwork.  To all of which I pledge	n or any other Local Union of whith dure provided in the International ing any suit or other action at late all Union or any other Local Union and exhausted all rights, remedifour (4) months. I further promist Orders provided for in said Consided all in my power to advance to a good standing Local Unions of the international international international unions of a member in good standing of article I further promise that I will all in my power to help an enginerocure employment; and that I will an or any other Local Union of well and the suit of the said of the sa	ch I may become a memi al Constitution and Local w or equity in any court of which I may become es and reasonable provi e to conform to and abid titution, General Laws ai he interests of this Local which I may hereafter be- by Local Union of said Int at all times give union la eer who is a member of will abide by any schedu	ber, or against said International Union by laws. I further promise that, to the c, or initiate any proceeding before an a member, or against said International sion for hearing, trial and appeal withing de by said Constitution, Laws and Rules and Rules, and as given by the officers in I Union and of said International Union come a member. I further promise that ternational Union or see that individual abor preference in filling any position of fithis Local Union or of any other Local ale of hours and wages and any and a
Signature			
Date	REO	ORDING SECRETARY	ad Lynch

Contributions or gifts to the International Union of Operating Engineers and Local 324 - A, B, C, D, G, H, P, RA, S1, and S2 are not deductible as charitable contributions for federal income tax purposes.

:ajw/UFCW876

### Authorization for Payroll Deduction INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324 - A, B, C, D, G, H, P, RA, S1, and S2 500 Hulet Drive \* Bloomfield Twp, MI 48302

I,	, SSN#	the	undersigned, do hereby
authorize the from each pa check and \$ from each pa fees uniformly required as a condition OPERATING ENGINEERS LOCAL NO. 324 (*	"("Employer") lyroll check thereafter unti of acquiring or maintaini	') to deduct \$ I I have paid an amoun	from my next payroll t equivalent to the initiation
I also hereby authorize the Employer to do required by the Union as a condition of act is changed pursuant to the terms of the Bylaws, the Financial Secretary of the Union of such notification, the Company is he deducted shall be forwarded to the Union	equiring or retaining membe Constitution of the Internion shall notify the Employer ereby authorized to deduct	rship in the Union. If the ational Union of Operati r, in writing, of the chang from my earnings the	amount of membership dues ing Engineers or the Union's ed amount and, upon receipt
This authorization and assignment is volun collective bargaining and is not contingen	-		-
This authorization and assignment shall be the Employer, or for one year, whichever applicable Agreement periods thereafter registered or certified mail to the Final immediately prior to the anniversary date	ver is the lesser, and shall r, whichever is the lesser, u ancial Secretary of the Uni	automatically renew its inless terminated by me ion and the Employer of	self for successive yearly or by written notice by either during the fifteen (15) days
This authorization and assignment will re or am temporarily separated from emp resumption of my employment.			
The Union is authorized to deposit this a the event that my employment with th	_		
Signature	w	itness	
Date	En	nployee No	

102

:a/w/UFCW876

# EXHIBIT 6 – MICHIGAN REGIONAL CARPENTERS DUES CHECK-OFF CARD

Date:

Hollywood Casino at Greektown 555 East Lafayette Detroit, Michigan 48207						
Detroit, Michigan 48207						
Dear Sir or Madam:						
I, the undersigned, authorize the United Brotherhood of Carpenters and Joiners of America any of its affiliates within whose jurisdiction I may be working, to represent me in collect bargaining with my present and future employers.						
I hereby authorize my employer to deduct find shall become obligated by virtue of my mendioners of America. Specifically, the current per month to pay my Local union dues.	mbership in the United 1	Brotherhood of Carpenters and				
Name – Please Print	Signati	ıre				
Address:						
City:	State:	Zip:				
Social Security Number:						

## MEMORANDUM OF AGREEMENT – NEUTRALITY

THIS AGREEMENT is made and entered into by and between **Hollywood** Casino at Greektown, L.L.C. (hereinafter called the "Company") and the Detroit Casino Council (hereinafter called the "Council").

The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise of employee rights under Section 7 of the National Labor Relations Act and to avoid picketing and/or other economic action directed at enterprises that are owned, managed, developed or controlled by the Company in the City of Detroit in the event the Council decides to conduct an organizing campaign at such enterprises.

The parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as the employees' exclusive bargaining representative for the purpose of collective bargaining with the Company, or to refrain from such activity.

The Company will take a neutral approach to unionization of employees employed in classifications listed in Exhibit 1 of this Agreement. The Company will inform such employees that it has no objection to their selection of a collective bargaining agent. The Company will not take any action nor make any statement that will directly or indirectly state or imply to such employees any opposition by the Company to the selection by such employees of a collective bargaining agent, or preference for or opposition to any particular Union as a bargaining agent.

The Council and its representatives will not coerce or threaten any employee or make disparaging comments about the Company in an effort to obtain authorization cards.

Within ten (10) days following receipt of a written request from the Council, the Company will furnish the Council with the following information with respect to employees:

- (1) Name;
- (2) Current Address;
- (3) Current Department;
- (4) Current Job Classification.

Upon request, the Company will update the information monthly.

The Council or the appropriate member Union(s), if applicable, may request recognition as the exclusive bargaining agent for the employees in the traditional bargaining unit represented by the Council or the appropriate member Union(s), if applicable, in the casino, hotel and/or restaurant industry in Detroit, Michigan. A disinterested, neutral party mutually satisfactory to the Company and the Council will be selected to conduct a review of employees' authorization cards and membership information submitted by the Council in support of its claim to represent a majority of the employees in the unit.

If a majority of employees in the traditional bargaining unit represented by the Council have joined the Council or designated it as their exclusive collective bargaining representative, and the Company's new operation constitutes a stand-alone casino, the Company will recognize the Council as such representative of the employees and will extend to such employees the Collective Bargaining Agreement between the Council and Hollywood Casino at Greektown together with any amendments agreed to by the parties. If, however, the Company's new operation is not a stand-alone casino, but a hotel or restaurant facility, the Company will recognize the Council's appropriate member Union(s) as such representative(s) of the Company's employees at the new operation. The Collective Bargaining Agreement between the Council and Hollywood Casino at Greektown will not be automatically extended.

The Company will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this Agreement.

During the life of this Agreement, the Council will not engage in picketing or other economic activity at any operation covered by this Agreement. It is expressly agreed and understood that this Memorandum of Agreement, which shall expire on February 16, 2029, shall be inapplicable to any enterprise of the Company outside of Detroit, Michigan.

The parties agree that any disputes over the interpretation or application of this Section shall be submitted to arbitration, with James Statham, or any other mutually acceptable person, as the arbitrator. The arbitrator shall have the authority to determine the arbitration procedures to be followed. The arbitrator shall also have the authority to order the noncompliant party to comply with this Section. The parties hereto consent to the entry of any order of the arbitrator as the order or judgment of the United States District Court for the appropriate jurisdiction, without entry of findings of fact and conclusions of law.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2025, in Wayne County, State of Michigan.

FOR THE COMPANY

FOR THE COUNCIL

Its: UP & GM

Its: Negotiat

# LETTER OF UNDERSTANDING #1 – ARTICLE 5 – VACATION, HOLIDAYS AND PERSONAL/SICK TIME

- (1) For purposes of calculating vacation and personal/sick time, the parties agree that a day shall mean 8 hours for purposes of pay. With respect to scheduling time off, the parties agree that Team Members who are normally scheduled to work a schedule other than 8 hours shall be paid for the hours normally scheduled (i.e., Team Member scheduled to work 6.5 hours would receive 6.5 hours for each vacation sick/personal day taken and Team Members scheduled to work 10 hours would receive 10 hours for each vacation or sick/personal day taken up to their vacation allotment). In the event a Team Member has less than the number of vacation and personal/sick time hours normally scheduled to work, the Team Member may elect to take pay in lieu, take the number of hours left during the shift, or take the entire shift off when utilizing the time.
- (2) The Employer will not unilaterally deduct from a Team Member's personal/sick time bank unless requested by the Team Member.
- (3) The parties agree that they will discuss at Labor/Management meetings the issues of vacation scheduling opportunities and alternative work schedules, with the goal of resolving Team Member issues within the context of the Employer's operational needs and business concerns.

# LETTER OF UNDERSTANDING #2 – ARTICLE 22 – DISCIPLINE

The Employer reaffirms that a Team Member's personnel file located in the Human Resources Department is the official personnel file.

# LETTER OF UNDERSTANDING #3 – TEAM MEMBER PARKING

The Employer shall provide parking in the immediate vicinity of the casino at no cost for all Team Members. In the event this parking becomes unavailable, the Employer will provide off-site parking and shuttle service at no cost to Team Members.

## SIDE LETTER #1 – JOB CLASSIFICATION FAMILIES

(Formerly Side Letter 8)

For purposes of layoff, the following job families will be treated as one classification, in accordance with their house seniority, provided they have the qualification to perform satisfactorily the available work. Employees affected by the layoff can displace employees with lower seniority in lower classifications within the job family, but not higher-level classifications within the job family.

JOB FAMILIES <u>CLASSIFICATIONS INCLUDED</u>

**Table Games** 

Dealer Trainee, Dealer I-IV,

Poker Dealer

**Slots** 

Slots Technician SEE SLOT TECH SIDE LETTER #2

**Food** 

Cook I-III

Server (Buffet) Server I, Room Service, Banquet Server

Server (Fine Dining) Server II, III, Server I, Banquet Server, Room

Service Server

Server (Cocktail) Cocktail Services, Lounge Server

Bussers VIP Café/Buffet Busser

(EDR/Buffet)

Busser/Buffet Busser

(Fine Dining)

Host/Hostesses (Buffet)

(Buffet)

Host/Hostess (Fine Dining), Host

(Fine Dining) Cashier

(Buffet)

#### All Dining Establishments:

#### **Beverage**

Bartender, Bartender, Bartender, Bartender, Bartender,

Barback

**Facilities** 

Engineering Company designates specific skills required for

business necessity

EVS Lead, Porter and Heavy Cleaner/Specialist

Housekeeping Houseperson/Linen Sorter/Linen Runner/Utility

Porter, Guest Room Attendant

Stewarding Lead Steward, Heavy Cleaner Specialist,

**Stewarding Utility Person** 

<u>Hotel</u>

Front Services Attendant Front Services Attendant, Front

(Bellman) Services Lead, Doorman, Bell Captain

**Cage Operations** 

Cashier, Associate Banker, Intermediate Banker

Main Banker

Count Room Soft Count, Hard Count

The parties shall meet and discuss the proper assignments of job classifications not included above in Job Families.

## SIDE LETTER #2 – REGARDING FMLA

(Formerly Side Letter 10)

During negotiations, the parties acknowledged the importance of the rights provided to Team Members by the Family and Medical Leave Act ("FMLA"). The parties also recognized that problems related to FMLA usage may have an adverse impact on the Employer, Team Members, and Guests. To that end, the parties agreed to establish a Committee that will examine the issues related to the language in the Agreement regarding the Team Members' use of FMLA and its impact on the Employer's scheduling and staffing needs. Further, the Committee will work to develop a program for mitigating or resolving absenteeism problems using mutually agreed upon benchmarks, concepts, or policies. The Committee will review any program on a periodic and mutually agreed upon basis.

If the parties are unable to reach agreement on issues considered by the Committee, the parties agree to jointly submit the dispute to non-binding mediation before Mediator James Statham (or, in the event of his unavailability, before a mutually agreeable alternate mediator). The mediation will be scheduled as expeditiously as practicable. The mediator's fees will be shared equally by the parties.

## SIDE LETTER #3 – TECHNOLOGY

The parties recognize that the Employer must remain competitive and profitable to ensure that the benefits of the collective bargaining agreement will continue to be realized by bargaining unit Team Members. The parties further recognize that the achievement and maintenance of this goal requires continuous action by the Employer to adapt to the changing preferences of its guests, and to improve its services, facilities, and its position in the market, with the need to act especially quickly with respect to gaming equipment and other technology impacting gaming revenues. The parties also recognize the potential impact that technology can have on bargaining unit members and the Employer's intent is not to erode the bargaining unit if and when technological changes are introduced. Thus, the Employer may introduce and implement technology changes, subject to the following:

#### I. <u>Definition of "Technology Change"</u>:

For purposes of this Side Letter, "Technology Change" includes but is not limited to, the use of machines (including by way of example only, computers, robots, handheld devices, and tablets), automation, software, systems, programs, applications or other scientific advancements, in each case to replace, substitute for, improve, alter, increase, decrease or evolve the type or manner of work performed by bargaining unit Team Members in the workplace.

This definition does not apply to third party deliveries of food and beverages, reading materials, gifts, laundry, or other tangible items, all of which may continue to be performed consistent with established practices or as otherwise allowed by this Agreement or agreed upon by the Employer and the Union.

#### II. Implementation of Technology Change

- a. The Employer will provide the Union with thirty (30) days' notice prior to implementation of any Technology Change that is: (1) an upgrade, modification, or improvement to existing technology currently in use by bargaining unit Team Members; or (2) an extension of technology currently in use by bargaining unit Team Members. If the Union promptly notifies the Employer that it questions or objects to the Technology Change, the Employer shall promptly negotiate with the Union regarding the effects of the Technology Change on bargaining unit Team Members, including, by way of example, the potential of adjusting bargaining unit wages and/or implementing alternative methods for obtaining gratuities. Upon expiration of the thirty (30) day notice period, the Employer may proceed with implementation of the Technology Change even if the parties' negotiations regarding the effects of the Technology Change remain on-going, unless otherwise agreed to in writing by the parties.
- b. The Employer will provide the Union with one-hundred eighty (180) days' notice prior to implementation of any Technology Change that is not governed by

Section II(a), Section III or Section IV below. The Employer shall, as applicable, explain to the Union the intended function of the Technology Change, the reason for it, the anticipated timing of the implementation of it, the job classifications and number of Team Members it expects will have their jobs eliminated, or their hours reduced, or whom are likely to be laid off as a result of the Technology Change, and/or the anticipated timing of such eliminations, reduction of hours, or layoffs. If the Union promptly notifies the Employer that it questions or objects to the Technology Change, the Employer shall promptly negotiate with the Union regarding the effects of the Technology Change on bargaining unit Team Members, including, by way of example, the potential of adjusting bargaining unit wages and/or implementing alternative methods for obtaining gratuities. To the extent permitted under the Employer's contracts for the acquisition of the applicable Technology Change, the Employer shall share prototypes with the Union subject to an appropriate confidentiality agreement. The Employer shall not implement any Technology Change unless the Employer has carried out the duties of: (i) providing notice as required under this subsection; (ii) sharing information as required under this subsection and; (iii) if applicable because the union has notified the Employer about a question or objection, negotiating in good faith over the effect of the Technology Change on bargaining unit Team Members. The Employer may implement the Technology Change at the end of the one hundred and eighty (180) day notice period, even if the parties' negotiations regarding the effects of the Technology Change remain on-going, unless otherwise agreed to in writing by the parties.

#### III. Technology Regarding Casino Gaming Operations

The Employer will provide the Union with sixty (60) days' notice prior to implementation of any Technology Change that is not governed by Section II above or Section IV below and that directly involves casino gaming operations, including but not limited to, table games, slots, financial management/slot accounting systems, player tracking/patron tracking systems, sports betting systems, and promotion and redemption systems/kiosks it expects will materially impact or alter the manner or type of work performed by bargaining unit Team Members. If the Technology Change is anticipated to result in displacement of bargaining unit Team Members, the substantial reduction of bargaining unit work hours, the substantial reduction of bargaining unit Team Members, and/or elimination of a bargaining unit job classification, Section V below shall govern to the extent applicable. The Employer shall, as applicable, explain to the Union the intended function of the Technology Change, the reason for it, the anticipated timing of implementation of it, and the anticipated impact or alteration of the manner or type of work performed by the bargaining unit. If the Union promptly notifies the Employer that it questions or objects to the Technology Change, the Employer shall promptly negotiate with the Union regarding the effects of the Technology Change on bargaining unit Team Members, including, by way of example, the potential of adjusting bargaining unit wages and/or implementing alternative methods for obtaining gratuities. A request to meet for this purpose shall be submitted to the Employer by the Union in writing.

Upon receipt of such request, the Employer will make itself available for an initial meeting within ten (10) days. So long as the Employer has provided notice as required under this subsection, shared information as required under this subsection and, if applicable because the union has notified the Employer about a question or objection, negotiated in good faith over the effects of the Technology Change on bargaining unit Team Members, the Employer may implement the Technology Change at the end of the sixty (60) day notice period even if the parties' negotiations regarding the effects of the Technology Change remain on-going, unless otherwise agreed to in writing by the Employer and Union.

#### IV. Notice exclusions

Notwithstanding the provisions of the Definition of "Technology Change" and Section II and Section III above, notice shall not be required prior to the implementation of: (i) a Technology Change involving customer facing technology if the impact on the manner or type of work performed by bargaining unit Team Members is non-existent or insignificant, or does not result in the displacement of bargaining unit Team Members, the reduction of bargaining unit work hours, the reduction of bargaining unit Team Members, and/or elimination of a bargaining unit job classification; (ii) a Technology Change involving technology used exclusively by Team Members not in the bargaining unit; (iii) a Technology Change required to comply with Michigan Gaming Control Board requirements; (iv) a Technology Change that involves routine installation or replacement of gaming machines or devices and/or other gaming equipment/systems (for example, slot machines, table games, player and/or other gaming revenue tracking equipment/systems) if the impact on the manner or type of work performed by bargaining unit Team Members is non-existent or insignificant or does not result in the displacement of bargaining unit Team Members, the reduction of bargaining unit work hours, the reduction of bargaining unit Team Members, and/or elimination of a bargaining unit job classification; (v) Technology Changes involving updates, patches, fixes, modifications, improvements, or extensions of software, hardware or other components of technology that do not modify in more than an insignificant way the manner in which such technology is used, modify in more than an insignificant way the overall functionality of the technology, or do not modify in more than an insignificant way, the manner or type of work performed by bargaining unit Team Members or do not directly result in the displacement of bargaining unit Team Members, the reduction of bargaining unit work hours, the reduction of bargaining unit Team Members, and/or elimination of a bargaining unit job classification.

#### V. Process

a. If a Technology Change reduces the duties of a classification without eliminating them, the classification shall continue in existence, but the Employer may adjust staffing levels, or, after discussion with the Union, the Employer may distribute the remaining duties to other bargaining unit classifications.

- b. Any Team Member that is laid off due to a Technology Change governed by this Side Letter shall have recall rights for a period of twenty-four (24) months following layoff and shall have preference rights as set forth in Article 7.03(e).
- c. A Team Member that is laid off due to a Technology Change governed by this Side Letter will be provided the opportunity to receive Employer-provided training to fill job openings in other classifications in the bargaining unit. Such training will be provided at the Employer's expense. Such training may include "on the job" training and participation in the Employer's training programs, if any.
- d. Regular full-time and part-time Team Members eligible to participate in the Employer's educational expense reimbursement program under the provisions of Article 18.03 and who have completed at least six (6) months of continuous service and are laid off as a result of Technology Change governed by this Side Letter may participate in the Employer's educational expense reimbursement program to receive training to fill job openings in other classifications in the bargaining unit while on layoff, provided that they do so within twelve (12) months of being placed on layoff, and further provided that the Employer failed to provide at least six (6) months' notice prior to layoff that the Team Member's job was designated for elimination. In that event, the laid off Team Member shall be eligible for educational expense reimbursement in an amount equal to the assistance specified in Article 18.03 for one (1) semester of study.
- e. In the event of layoffs due to a Technology Change governed by this Side Letter the Employer shall provide to the Union information regarding other job openings at the property, whether in or out of the bargaining unit. For a period of twenty-four (24) months following the layoff, Team Members shall be given preference for other job openings at the casino complex where the Technology Change is implemented in or out of the bargaining unit, after all other preferences possessed by incumbent Team Members at the casino complex have been exercised but before new Team Members are hired, provided the Team Member is qualified for the position.
- f. If the Employer implements a Technology Change as referenced in Sections II or III above, and such technology requires operation of machines at the casino complex that replace, modify, or extend work customarily performed by the bargaining unit, those machines shall be operated by Team Members in the applicable bargaining unit to the extent practicable and consistent with Michigan Gaming Control Board requirements. The Employer shall train Team Members in the affected classification to operate those machines, if reasonable. Training opportunities shall be offered by seniority among those in the affected classification. The Employer shall pay for this training.
- g. While Team Members who are laid off due to a Technology Change governed by this Side Letter are waiting for an offer of a permanent position, the Employer shall offer available extra work to them in accordance with Article 7.03(c).

- h. If a Team Member displaced due to a Technology Change governed by this Side Letter is recalled to a position in the Union's bargaining unit or hired into: (1) another position within the Union's bargaining unit, the Team Member shall retain his or her house seniority and continuous service for vacation and health insurance purposes, or (2) to a non-union position, the Team Member shall retain his or her continuous service for applicable vacation/PTO and health insurance purposes. If a Team Member displaced by a Technology Change is hired into a new position at the casino complex subject to a collective bargaining agreement with another union other than the Detroit Casino Council, the provisions of that Union's collective bargaining agreement shall apply.
- i. No Team Member who has completed his or her introductory period and is recalled pursuant to this Side Letter shall be required to complete a new introductory period but if the Team Member cannot perform satisfactorily the work on the shift or station to which recalled he or she may transfer or be transferred back to layoff status within thirty (30) days after his or her date of recall.
- j. A Team Member that is laid off due to a Technology Change governed by this Side Letter shall receive medical benefits until the end of the month following the month of the layoff, and, if the Team Member thereafter timely elects COBRA coverage, the Employer will pay the amounts that would be due from the Team Member for the first six (6) months of that Team Member's COBRA coverage.
- k. If a Team Member laid off due to a Technology Change governed by this Side Letter elects not to seek another position with the Employer either at the outset of layoff or at any time during the 24-month recall period, or if the Team Member does not find another job with the Employer in that time, the Employer shall pay the Team Member a service recognition bonus according to the following schedule, subject to all legally required taxes and withholdings. Team Members must give the Employer notice in the first 30 days or on the first of the month in any subsequent month of the 24-month period and the Employer will have 30 days to provide the payment.

Years of Continuous Service	Service Recognition Bonus Gross Amount
20 or more	\$15,000
15 to 19	\$12,000
10 to 14	\$9,000
5 to 9	\$6,000
1 to 4	\$4,000

## Less than 1 year

## \$2,500

l. Payment of the service recognition bonus terminates a Team Member's continuous service, seniority, and status as a Team Member, as well as recall and/or job preference set forth in this Side Letter.

### SIDE LETTER #4 – TRAINING PAY

Employees who are assigned training duties shall be paid an additional one dollar (\$1.00) per hour as stated below:

The Employer intends to establish a certified training program in which Employees will be trained to train other Employees to perform various job functions and, following successful completion of the training program, will be certified as a trainer. Employees who become certified trainers through that program shall be paid an additional one dollar (\$1.00) per hour for work time spent training other employees. The Employer will seek volunteers to act as qualified trainers. In the event there are an insufficient number of volunteers, the Employer may assign qualified employees by inverse seniority to participate in the training program. An employee so assigned to participate in the training program may choose not to participate for a good reason. Until a certified training program is operational, the Employer will first seek volunteers, but if there are no volunteers, may assign training duties to Employees, by inverse seniority, and pay them an additional one (\$1.00) dollar per hour for time spent training other employees. An employee so assigned may choose not to participate for a good reason. Once a certified training program is operational, no Employees other than those certified as a trainer by the Employer will be assigned to perform such work. This section shall not apply to Employees who are employed in lead job classifications or to Employees who are just being shadowed by another Employee (i.e., one employee observing another employee perform job functions, without actually performing, or assisting with those job functions).

## SIDE LETTER #IBT-1 – MARKETING REPRESENTATIVES

(formerly Side Letter 7 – VIP Representatives)

The parties agree that certain terms and conditions of the employment of the Marketing Representatives shall be determined by this Side Letter.

Notwithstanding any other provision of the parties' collective bargaining agreement, all full-time Marketing Representatives shall be guaranteed benefits and a minimum of thirty-two (32) hours per week and may be assigned to reasonable non-consecutive shift start times. Marketing Representatives shall also receive at least two (2) consecutive days off every four (4) weeks. Moreover, all shifts shall be at least four (4) hours.

## SIDE LETTER #IBT-2 – RETAIL ATTENDANT

The parties agree to create a new position called Retail Attendant, duties set forth in a new job description, essential job function duties are outlined below:

- Follow standards of neatness and cleanliness for the retail store in order to maintain customer appeal
- Know features and benefits of merchandise in the retail stores (Amazon "Walk Out") and GT Café (Team Member Dining Room) and be familiar with merchandise offerings in all other outlets
- Follow policies and procedures that affect inventory control (rotate product, putting stock away, maintaining inventory loss log and other duties as necessary)
- Maintain product knowledge of gaming facility events, activities, and amenities around the facility to ensure personalized guest services

The Retail Attendant rate will match that of the Warehouse/Receiving Attendant. Parttime Team Members employed in this classification may work four (4) hour shifts.

## SIDE LETTER #IBT-3 – VALET DEPARTMENT

(Formerly Side Letter 6)

For the purpose of addressing mutual problems and problem solving within the Valet Department, the Company and the Union agree to the following:

#### **Mandatory Meetings**

The Union and the Employer will hold meetings at off peak hours under the following conditions:

- 1. Bi-monthly or as needed to promote labor-management cooperation.
- 2. Agenda items to be exchanged 72 hours prior to the scheduled meeting.
- 3. Consistent core committee. (Guests will be welcome.) Guests and non-union Stewards time will not be compensated by the Company.
- 4. Ninety (90) minute time limit per meeting.
- 5. The mission will be problem solving; i.e. accidents, lost keys, tipping procedures, department operations, working conditions and guest service ideas. Issues addressed within the Grievance Procedure or other Joint Management/Union Committees will not be agenda subjects.
- 6. The Union and the Employer will explore alternative notification methods to improve communication in the Valet Department.

#### Seniority

Lane Attendant/Valet Attendant classification merged for seniority purposes only as it pertains to Team Members who desire to return to a prior held classification.

#### **Bidding**

Once a year mandatory shift bid shall be held in March to go in effect the first week in April (for Dispatch and Lane Attendants).

## SIDE LETTER #IUOE-1 – ENGINEERS

(formerly Side Letter #1)

The parties agree that the Engineer job classification shall be divided into the following classifications based upon the specific qualifications and job functions outlined below. Side Letter #1, and any other pertinent provision of the Contract or its addendums, is to be modified to clarify that "Engineers" jurisdiction does not include "Carpenter" and shall be identified as a separate craft within the Bargaining Unit, consisting of Carpenter I, Carpenter III, Carpenter III, Carpenter IV, and Carpenter-Lead (already identified within the "Engineers" definition).

- A. <u>Maintenance Trainee</u>. Maintenance Trainees are required, at a minimum, to possess a High School Diploma or GED, and mechanical aptitude. The Employer will provide additional on-the-job training to Maintenance Trainees. Maintenance Trainees will undergo a six (6) month joint labor/management evaluation. A Maintenance Trainee shall be included in one of the following Trainee classifications of Level I, Level II, Level III and Level IV in accordance with the qualifications set forth in paragraphs 1 4 below:
  - 1. <u>Maintenance Trainee Level I</u>. A Maintenance Trainee shall be included in the Trainee Level I classification upon being hired in accordance with the minimal experience required above.
  - 2. <u>Maintenance Trainee Level II</u>. A Maintenance Trainee shall be included in the Trainee Level II classification based upon the following qualifications:
    - Completion of 8 hours of classroom training in an approved building maintenance-related field.
    - Completion of 80 hours of hands-on experience with a Level II Engineer or better. Hours will be made available to Team Members to complete this provision. All paid hours for the day shall be counted towards hours. A sign-off sheet is required.
    - Passage of a test, created jointly by the Employer and the Union, with a 90% passage level required to move on to the next Maintenance Trainee Level. The test will be administered in a verbal question and answer format. The test may be retaken every 30 days.
    - Familiarity with building structures, including stairwells, pump rooms and knowledge of emergency procedures.
    - Completion of 1040 hours of paid time as a Maintenance Trainee Level I, which includes hours worked, vacation time, holiday time, and sick time excluding Leaves of Absence.

- 3. <u>Maintenance Trainee Level III</u>. A Maintenance Trainee shall be included in the Trainee Level III classification based upon the following qualifications:
  - Completion of 16 hours of classroom training in an approved building maintenance-related field.
  - Completion of an additional 120 hours of hands-on experience with a Level II Engineer or better. Hours will be made available to Team Members to complete this provision. All paid hours for the day shall be counted towards hours. A sign-off sheet is required.
  - Selection of a specific field or trade to work in required.
  - Familiarity with safety equipment and procedures, including passage of a verbal question and answer examination. The test may be retaken every 30 days.
  - Completion of 1040 hours of paid time as a Maintenance Trainee Level II, which includes hours worked, vacation time, holiday time, and sick time excluding Leaves of Absence.
- 4. <u>Maintenance Trainee Level IV</u>. A Maintenance Trainee shall be included in the Trainee Level IV classification based upon the following qualifications:
  - Completion of 32 hours of classroom training in an approved building maintenance-related field.
  - Completion of 160 hours of hands-on experience with a Level III Engineer or better. Hours will be made available to Team Members to complete this provision. All paid hours for the day shall be counted towards hours. A sign-off sheet is required.
  - Passage of a verbal question and answer examination regarding basic tasks and knowledge related to the field or trade selected as a Level III Trainee. The test may be retaken every 30 days.
  - Completion of 1040 hours of paid time as a Maintenance Trainee Level III, which includes hours worked, vacation time, holiday time, and sick time excluding Leaves of Absence.
- B. Engineers are required to have a minimum of two (2) years' experience of trade related or building maintenance in the hospitality or service industry. Engineers shall be included in one of the following classifications of Engineer I, II, III, IV or Lead Engineer in accordance with the qualifications set forth in paragraphs 1-4 below.

- 1. <u>Engineer I</u>. Engineers shall include HVAC Techs, Plumbers, Electricians, Locksmiths, Carpet Tech, and Painters. An Engineer shall be included in the Engineer I classification based upon the following additional qualifications, whichever is applicable:
  - Trade related certification.
  - Trade related license(s).

<u>Carpenter I.</u> A Carpenter shall be included in the Carpenter I classification based upon the following additional qualifications, whichever is applicable:

- Trade related certification.
- Trade related license(s).

<u>Pit Tech I.</u> A Pit Tech Level I shall be included in this level of classification with 6 months trade related experience.

- 2. <u>Engineer II</u>. Engineers shall include HVAC Techs, Plumbers, Electricians, Locksmiths, Carpet Tech, and Painters. An Engineer shall be included in the Engineer Level II classification based upon the following additional qualifications:
  - a. <u>Engineer II Engineer</u>.
    - The possession of a trade related license and certification, or a minimum of 3-5 years' experience of trade related or building maintenance in the hospitality or service industry or five (5) years of trade experience may be an acceptable alternative for license requirements and
    - K&R: 2-5 years' experience or
    - HVAC: CFC Type II or better qualification or
    - HVAC: 3rd Class Refrigeration license or
    - Electrician: passage of electrical courses or
    - Painters: experience in all phases of painting or
    - Plumbers: passage of plumbing courses
  - b. Carpenter II.
    - Minimum of 3-5 years' experience of trade related or building maintenance in the hospitality or service industry.

- Experience in all phases of carpentry.
- License or certification preferred, but not required.
- c. Engineer II Pit Technician.
  - Minimum of 12 months' trade related experience.
  - Experience in all phases of pit technician work.
  - License or certification preferred, but not required.
- 3. <u>Engineer III Journeymen</u>. Engineers shall include HVAC Techs, Plumbers, Electricians, Locksmiths, Carpet Tech, and Painters. Engineer III Journeymen engineers are required to have a minimum of eight (8) years' experience of trade related or building maintenance in the hospitality or service industry. Engineers shall be included in the Engineer III Journeymen classification based upon the following additional qualifications:
  - a. Engineer III Engineer.
    - License(s) and certificate(s) in trade required **or** eight (8) years of experience may be an acceptable alternative for the license requirement and
    - K&R experience or
    - CFC type III **or** Universal Refrigeration Recovery license, unlimited refrigeration is required for HVAC positions. Third Class Refrigeration license if applicable Journeyman's License or
    - Electrician, Millwrights, Plumber, Locksmith, or Journeymen experience or
    - Completion of 1000 hours of accredited schooling or
    - Painter; experience in all phases of painting.
  - b. Carpenter Level III.
    - Experience in all phases of carpentry.
    - License and/or certification preferred, but not required.

• Completion of an accredited apprenticeship program in carpentry. Eight (8) years' trade related experience may be an acceptable alternative for the apprenticeship requirement.

#### c. <u>Engineer III – Pit Technician</u>.

- Experience in all phases of Pit Technician work.
- Minimum of 18 months' trade related experience.
- License and/or certification preferred, but not required.

#### 4. Engineer IV- K&R/HVAC/Electrician/Carpenter/ Plumber

- Trade related certification or license where mandated by trade regulatory requirements **or Ten (10)** years of experience may be an acceptable alternative for the license requirement.
- Management holds the right to set a compendium level for the number of Engineer/Carpenter IV positions that exist at any given time.

#### • Engineer IV- Engineer:

- \* Trade related certification or license where mandated by trade regulatory requirements. **Ten** (10) years of experience will be an acceptable alternative for the license requirement or
- \* Ten (10) years K&R experience with Type III or Universal CFC certificate or
- \* Ten (10) years HVAC with Type III or Universal CFC certificate or
- \* Ten (10) years Electrician, millwrights, plumber, locksmith, or other skilled trade experience, or Master Electrician qualified, or Master Plumber qualified.
- \* Ability to perform the most technical and complicated tasks within the given trade.

#### • <u>Engineer IV – Carpenter</u>:

- \* Experience in advanced phases of carpentry and millwork production.
- \* Trade related certification or license where mandated by trade regulatory requirements.
- \* Completion of an accredited apprenticeship program Ten (10) years' experience may be an acceptable alternative for the apprenticeship requirement.
- \* Ability to perform the most technical and complicated tasks within the given trade.

#### • Engineer IV- Painter:

- \* Experience in advanced phase painting.
- \* Trade related certification or license where mandated by trade regulatory requirements.
- \* Completion of an accredited apprenticeship program in painting or **Ten** (10) years' experience may be an acceptable alternative for the apprenticeship requirement.
- 5. <u>Lead</u>. Lead Engineers are required to meet the minimum qualifications of an Engineer Level III. Lead Engineers are required to be on duty when the Shift Supervisors are not present. Lead Engineers shall not administer discipline or assist in the disciplinary process, which is administered by Shift Supervisors. The duties of Lead Engineers consist of on-the-job assignment and technical leadership. Lead Engineers will receive an additional \$1.25 more than their respective Engineer Level.
- C. A Labor/Management Joint Training Committee shall meet as needed to discuss the development of training classes and apprenticeship programs and the establishment of appropriate criteria.
- D. An Engineer/Carpenter called in or assigned to work at other than their regular schedule will be paid a minimum of four (4) hours pay or at least eight (8) hours when reporting and working more than four (4) hours.
- E. The parties agree that Team Members covered by this Facilities Department side letter will receive a one-time tool allowance of \$275 after 90 days of employment, and, in addition, in each subsequent year, the Team Member will be reimbursed up to \$75 per year for tool replacement with the appropriate receipts.
- F. Engineers/Carpenters who are required to work mandatory overtime shall receive a minimum of two (2) hours of work or receive two (2) hours of pay.
- G. Notwithstanding any other provisions of the collective bargaining agreement, for purposes of layoff and recall within the Facilities Department Team Members will be laid off based on department seniority as long as the remaining employees have the ability to do the work. Classifications shall be as listed in Exhibit 1 of this agreement. Department seniority shall be defined as the date the Team Member began working in the Facilities Department.
- H. In an effort to balance overtime among qualified Team Members, overtime and extra work will be offered to Team Members on a rotational basis.
- I. Within 45 days of ratification and each contract anniversary thereafter, the Employer shall post a Facilities Department seniority list in order of department seniority. The list shall include each Team Member's name, hire date, classification, classification date, and department seniority date. After being posted for 15 days, if no corrections are made, the list shall be relied upon as accurate for all purposes.

- J. The Employer shall make available in the department all departmental policies and standard operating procedures in a manner that is accessible to Team Members. Team Members will also be informed of new policies and operating procedures.
- K. Notwithstanding any language in the collective bargaining agreement to the contrary, vacant shifts in the Facilities Department shall be filled under Section 7.04 in order of Department Seniority.

#### Bidding

- Once a year, at a minimum, a shift bid by department seniority shall be held in March to go in effect the first week of April.
- Shift bids will be filled in order of department seniority. In a case where a specific necessary trade is missing from a shift, the parties will meet to discuss an equitable way of balancing the shift.

# SIDE LETTER #UAW-1 – CAGE DEPARTMENT TIME OFF ALLOCATION

The Company will allow Team Member(s) in the Cage Cashier and Main Banker classifications to bid or select vacation separately. The Cage department will allow at least one (1) Cage Cashier per day, per shift and at least one (1) Banker per day, per shift concurrently.

This side letter may be modified by mutual agreement.

## SIDE LETTER #UAW-2 – CLASSIFICATION NAMES, SKILLS, EXPERIENTIAL REQUIREMENTS AND PAY RATES FOR DCC DEALERS

- 1. **Hollywood** Casino at Greektown and the Council agree that a Dealer with the ability to deal multiple Game Types (as defined in 4.[a] below) brings value to the position, flexibility in scheduling and variety in the work that is performed.
- 2. <u>Dealer Classifications</u>. To meet the procedural and operational needs of the Company, Dealers must achieve a minimum number of hours of live dealing experience ("experiential requirements") and satisfy the required level of proficiency for the applicable Game Type. Upon achieving the required proficiency level and experiential requirements for the applicable Game Type, a Dealer will qualify for an increased rate of pay based on the parity principle in accordance with the classifications set forth in the chart below:

Classification	Game Types	<b>Proficiency Requirements</b>	Experiential Requirements
	Any initial single	Successfully completed approved	Less than 1000 hours of dealing experience in
Dealer Trainee	Game Type	training course	the applicable Game Type.
			Completion of 1000 hours of live dealing
Baccar	Craps	Proficient in dealing Craps	experience in Craps as defined in 4 (a).
			Completion of 1000 hours of live dealing
	Blackjack	Proficient in dealing Blackjack	experience in Blackjack as defined in 4 (a).
			Completion of 1000 hours of live dealing
	Baccarat	Proficient in dealing any variation of	experience in any variation of Baccarat as defined
		Baccarat	in 4 (a).
			Completion of 1000 hours of live dealing
	Carnival Games	Proficient in dealing Carnival Games	experience in Carnival Games as defined in 4 (a).
			Completion of 1000 hours of live dealing
	Roulette	Proficient in dealing Roulette	experience in Roulette as defined in 4 (a).
	Any Two Game		
Dealer II Ty	Types as defined in 4 (a)	Proficient in dealing any Two Game	Completion of 300 hours of live dealing in the
		Types as defined in 4(a)	second Game Type.
Dealer III	Any Three Game		
	Types as defined in 4 (a)	Proficient in dealing any Three Game	Completion of 300 hours of live dealing in the
		Types as defined in 4(a)	third Game Type.
	Any Four Types as	Proficient in dealing any Four Types	Completion of 300 hours of live dealing in the
Dealer IV	defined in 4 (a)	as defined in 4(a)	fourth Game Type.

3. <u>Dealer Classification Allocation</u>. There is no percentage requirement or limitation of positions per Dealer classification.

4. (a) Game Type Definitions.

4. (a) Game Type Definitions.				
Game Type	Definition	Experiential Requirements		
		For Dealer I Position:		
		1000 hours of live dealing experience with no less than 150		
		hours in Baccarat or Mini Baccarat and some time spent in each		
		other variation of Baccarat.		
		For Dealer II, Dealer III or Dealer IV Position:		
		300 hours of live dealing experience with no less than 100		
	Proficient in dealing Blackjack and any	hours in Baccarat or Mini Baccarat and some time spent in each		
Baccarat	commissioned variation of Baccarat	other variation of Baccarat.		
		For Dealer I Position:		
		1000 hours of live dealing experience with no less than 150		
		hours in Blackjack and some time spent in each other variation		
		of Blackjack.		
		For Dealer II, Dealer III or Dealer IV Position:		
	Proficient in dealing Blackjack and any	300 hours of live dealing experience with no less than 100 hours		
Blackjack	variation of Blackjack	in Blackjack.		
		For Dealer I Position:		
		1000 hours of live dealing experience with no less than 200		
	Proficient in dealing three or more Carnival	hours each in three or more Carnival Games.		
	Games (e.g. Pai Gow Poker, Caribbean			
	Stud, Let It Ride, Three Card	For Dealer II, Dealer III or Dealer IV Position:		
	Poker)	At least 300 hours of live dealing experience with at least 100		
Carnival Games	, in the second	hours each in three-or more Carnival Games.		
		For Dealer I Position:		
		1000 hours of live dealing experience in Craps with some time		
		being spent in each variation of Craps.		
		For Dealer II, Dealer III or Dealer IV Position:		
	Proficient in dealing all variations of Craps	300 hours of live dealing experience in Craps with some time		
Dice		being spent in each variation of Craps.		
		For Dealer I Position:		
		1000 hours of live dealing experience in Roulette with some		
		time being spent in each variation of Roulette.		
	Proficient in dealing Single Zero or			
	Double Zero Roulette and all other	For Dealer II, Dealer III or Dealer IV Position:		
	variations of Roulette	300 hours of live dealing experience in Roulette with some time		
Roulette		being spent in each variation of Roulette.		

- (b) New Game Types. When Greektown Casino decides to introduce a new table game, the Labor Management Committee shall meet and confer regarding the assignment of the new game to a particular Game Type, as defined in 4. (a). After consultation with the Labor Management Committee, the Company has the authority to make the final decision regarding the assignment of the new game to a particular Game Type.
- 5. <u>Training For Initial Game Type</u>. The Company may provide training to qualified candidates from inside and outside the Company at no charge. Training classes are offered on an as-needed basis, by seniority and shift, as determined by the Company. Training time is unpaid.

#### (a) Selection for Initial Game Type Training.

(1) <u>In-house Candidates</u>. In-house applications are accepted for initial Game Type training on a first-come first-served basis. House seniority is used to select training class members in the event that more applications are received than openings in a training class. In-house applicants must meet the Company's internal policy requirements for a position transfer, and successfully complete a

- mathematical aptitude test and departmental interview. If a transferee moves into a position requiring an initial or different MGCB license, the applicant must satisfy the licensing requirements of the MGCB.
- (2) <u>Outside Candidates</u>. Outside candidates must meet the Company's recruiting requirements (including drug testing and background checks), and successfully complete a mathematical aptitude test. Outside candidates must also satisfy the licensing requirements of the MGCB.
- (b) <u>Determining Proficiency in Initial Game Type</u>. Once a candidate has successfully completed the initial Game Type training and is transferred or hired into the Dealer Trainee classification, the Dealer Trainee is scheduled on the game for which he or she has been trained. Supervisors coach and assist Dealer Trainees to become proficient. Supervisors communicate with Casino Management regarding the progress of the Dealer Trainees.
  - (1) <u>Informal evaluation</u>. Informal evaluation of Dealer Trainees is periodic and at the Company's discretion. At any time during the 1000-hour training period for an Initial Game Type, a Supervisor may determine that a Dealer Trainee is not improving in skill and level of proficiency, and is therefore posing a risk to the Company. The Supervisor communicates with Casino Management who observes the Dealer Trainee live or through a videotape review. If Casino Management determines that the Dealer Trainee poses a risk to Company operations and does not show the aptitude necessary for reaching the required level of proficiency, the Dealer Trainee may either be re-assigned or terminated. The Company has sole discretion to determine the action to be taken. The foregoing is subject, however, to the provisions of subparagraph (4) below.
  - (2) <u>Formal Evaluation</u>. Formal evaluation of Dealer Trainees is completed at three intervals: two Intermediate Evaluations and a Final Evaluation shortly after a Dealer Trainee has completed 1000 hours of dealing a particular Game Type. The two Intermediate Evaluations are corrective and coaching in nature. However, either of the Intermediate Evaluations may form the basis upon which the Company determines that a Dealer Trainee does not show the aptitude necessary for reaching the required level of proficiency. The Dealer Trainee may either be re-assigned or terminated. The Company has the sole discretion to determine the action to be taken. The foregoing is subject, however, to the provisions of subparagraph (4) below.
  - (3) <u>Final Evaluation</u>. The Final Evaluation forms the basis upon which the Company determines whether or not the Dealer Trainee meets the required proficiency level. If the proficiency requirements are met, then the Dealer Trainee is advanced to the Dealer I classification. If the requirements are not met, the Dealer Trainee will be re-assigned or terminated. The Company has the sole discretion to determine the action to be taken. The foregoing is subject, however, to the provisions of subparagraph (4) below.

- (4) If a Dealer Trainee who transferred from another Greektown Casino job classification (a "Transferee") notifies the Company during the initial 30-day period in which the Transferee is acquiring his/her 1000 hours of dealing experience that he/she desires to transfer back to his/her prior job classification, the Transferee shall be transferred back to that job classification (thereby causing the displacement of the individual in that job classification with the lowest seniority). If the Company determines pursuant to subparagraph (1), (2) or (3) above that a Transferee should be reassigned or terminated then (i) if the determination is made during the initial 30-day period in which the Transferee is acquiring his/her 1000 hours of dealing experience, the Transferee shall be transferred back to his/her prior job classification (thereby displacing the individual in that classification with the lowest seniority), and (ii) if the determination is made after that initial 30-day period but prior to expiration of the initial 90 day period in which the Transferee is acquiring his/her 1000 hours of dealing experience, then the Transferee will not be transferred back to his/her prior job classification but may apply for any vacant Greektown Casino job position for which he/she is qualified and will have recall rights to his/her former job classification for one year or the time period he/she was in that former job classification, whichever period is shorter.
- 6. Training for Subsequent Game Types. This Section applies to Dealers who have attained the Dealer I classification or higher. Dealers may apply for training for any game for which the company offers training. (A dealer who applies for training and then does not complete the training will not be eligible to re-apply for any Dealer training for the six (6) month period commencing on the date his/her training class commenced.) Training is paid by the Employer at the rate of \$15.00 per hour (and will not include the Dealer toke pool).
  - (a) <u>Selection for Subsequent Game Type Training</u>. Department Seniority is used to select training class members. Department Seniority is defined as the date that a Team Member was hired or transferred into the Table Games Department. The last four digits of the Social Security Number, the lower number being the most senior, established Department Seniority for Team Members with the same hire or transfer date. The opportunity to learn a subsequent Game Type is only offered to Dealers in good standing with the Company. The employer may deny Dealers additional training if they have a Final Warning or Disciplinary Suspension on their record in the last three (3) months prior to taking the class.
  - (b) <u>Scheduling Subsequent Game Type Training</u>. The Company will make a reasonable effort to schedule subsequent Game Type trainees in their new games so they may improve their skills and achieve the required levels of proficiency. However, the Company reserves the right to schedule work to accommodate sick calls and leaves of absence and to ensure that the maximum number and optimum mix of table games are open at all times.

- (c) <u>Determining Proficiency in Subsequent Game Types.</u>
  - (1) <u>Informal Evaluation</u>. Informal evaluation of subsequent Game Type trainees is periodic and at the Company's discretion. At any time during the 300-hour training period for subsequent Game Types, a Supervisor may determine that a Dealer is not improving in skill and level of proficiency, and is posing a risk to the Company. The Supervisor communicates with Casino Management who observes the Dealer live or through videotape review. If Casino Management determines that the Dealer poses a risk to Company operations and does not show the aptitude necessary for reaching the required level of proficiency in the subsequent Game Type, the Dealer will be removed from the schedule for such subsequent Game Type assignments. The Dealer will maintain his or her current Dealer classification. The Company has the sole discretion to determine the action to be taken.
  - (2) <u>Formal Evaluation</u>. Formal evaluation of subsequent Game Type trainees is completed at two intervals: an Intermediate Evaluation and a Final Evaluation shortly after the Dealer has completed 300 hours of dealing a subsequent Game Type. The Intermediate Evaluation is corrective and coaching in nature. However, the Intermediate Evaluation may form the basis upon which the Company determines that a subsequent Game Type Trainee does not show the aptitude necessary to continue and is removed from the schedule for such subsequent Game Type assignments. The Dealer will maintain his or her current Dealer classification. The Company has the sole discretion to determine the action to be taken.
  - (3) <u>Final Evaluation</u>. The Final Evaluation forms the basis upon which the Company determines whether or not the subsequent Game Type Trainee meets the required proficiency level. If the proficiency requirements are met, then the Dealer is advanced to the appropriate classification. If the requirements are not met, the subsequent Game Type Trainee will maintain his or her current Dealer classification. The Company has the sole discretion to determine the action to be taken.

<u>Vacancies on Shifts</u>. Vacancies on shifts will be posted periodically. "Qualified Dealers" may bid for vacant shifts. "Qualified Dealers" are dealers who have met the Proficiency Requirements and Experiential Requirements for all games listed in the applicable posting. Positions will be awarded on the basis of Department Seniority.

The parties agree that Classic Poker is a separate classification, in which the Michigan Gaming Control Board (MGCB) permitted Poker Dealers to collect and keep their own gratuities (tips/tokes), provided that they comply with the requirements imposed by the MGCB and applicable laws. Classic Poker has been removed from the Dealer classification as a recognized game type. Any Dealer that has Poker as a skill will be grandfathered and maintain the game type. Poker Dealers will also receive paid training as stated in the Dealer Side Letter #3 (Currently Side Letter #UAW-2, #6 above).

## SIDE LETTER #UAW-3 – DUAL RATE SUPERVISORS

(Formerly Side Letter 4)

A Team Member promoted to the classification of Dual Rate Supervisor shall be excluded from the bargaining unit. Dual Rate Supervisors shall enforce Michigan Gaming Control Board regulations and Employer Policies and Procedures, but shall not be directly involved in disciplining bargaining unit Team Members. Dual Rate Supervisors shall comprise no more than twenty percent (20%) of Table Games Supervisors.

Within the 90 calendar day period following promotion to Dual Rate Supervisor, if the Team Member notifies the Employer that he/she does not desire to remain in that position, or if the Employer determines that the Team Member is not performing satisfactorily, the Team Member shall be transferred back to his or her original Table Games classification within the bargaining unit, without loss of classification seniority.

Dual Rate Supervisors shall not perform bargaining unit work in their previous classification more than an average of one shift per week during any quarter. A Dealer will not be used to shadow or otherwise "train" a Dual Rate Supervisor working in a dealing position.

If after 90 days, a Dual Rate Supervisor determines that he/she would be better served to return to the Dealer classification, he/she may apply for a Dealer position if an opening exists for their particular skills. They must be in good standing with the Employer.

If a Dual Rate Supervisor returns to the Dealer classification after 90 calendar days of Dual Rate Supervisor service, they forfeit their classification seniority and receive a new seniority number based upon their return date into the classification.

### SIDE LETTER #UAW-4 – SLOT TECHNICIANS

(Formerly Side Letter 2)

The parties agree that the Slot Technician job classification at Greektown Casino shall be divided into the following classifications based upon the specific qualifications and job functions outlined below:

A. <u>Slot Technician Trainee</u>. There are four levels of Slot Technician Trainee. Slot Technician Trainees are required, at a minimum, to possess a High School Diploma or GED and to demonstrate mechanical aptitude. The Employer will provide additional on-the-job-training to Slot Technician Trainees. A Slot Technician Trainee shall be designated as a Level I, II, III, or IV based upon his/her qualifications and experience as set forth below.

Slot Technician Trainee Advancement. In order for a Slot Technician Trainee to advance to the next Trainee Level or Technician Level I, the Team Member is required to successfully complete, at the end of the six (6) month period, an evaluation conducted by the Employer. If the Trainee does not successfully complete that evaluation, the Trainee may remain in their current Slot Technician Trainee position for an additional six (6) month period and then be re-evaluated by the Employer.

If the Trainee does not successfully complete the second evaluation, the Employer may terminate the Trainee, provided, however, that if the Trainee transferred into the Trainee position from another Greektown Casino job classification, then (i) if the Trainee's classification seniority level in that prior job classification at the time of transfer was higher than the classification seniority level of the least senior individual who holds a position in that prior job classification when the Trainee fails the evaluation, the Employer shall, in lieu of termination, transfer the Trainee back to that job classification, thereby displacing the individual with lower seniority (who will then be laid off but may apply for any vacant Greektown Casino job position for which he/she is qualified), or (ii) if the Trainee is not so entitled to transfer back to his/her prior job classification, the Trainee may apply for any vacant Greektown Casino job position for which he/she is qualified.

- 1. <u>Slot Technician Trainee-Level I.</u> A Slot Technician Trainee having the minimum qualifications set forth in subparagraph A above shall be designated as a Slot Technician Trainee-Level I.
- 2. <u>Slot Technician Trainee-Level II</u>. A Slot Technician Trainee having the qualifications and experience set forth below shall be designated as a Slot Technician Trainee-Level II.
  - Completion (on the Trainee's own time and at his/her own expense, subject to Article 18 regarding tuition reimbursement) of either eight (8) hours of classroom training or a three (3) credit hour college level course, approved by the Employer, in an electronics-related field, and

- Completion of six (6) months of paid work time as a Slot Technician Trainee-Level I.
- 3. <u>Slot Technician Trainee-Level III</u>. A Slot Technician Trainee having the qualifications and experience set forth below shall be designated as a Slot Technician Trainee-Level III:
  - Completion (on the Trainee's own time and at his/her own expense, subject to Article 18 regarding tuition reimbursement) of either an additional eight (8) hours of classroom training or a three (3) credit hour college level course (beyond that required to become a Slot Technician Trainee-Level II), approved by the Employer, in an electronics-related field, and
  - Completion of six (6) months of paid work time as a Slot Technician Trainee-Level II.
- 4. <u>Slot Technician Trainee-Level IV</u>. A Slot Technician Trainee having the qualifications and experience set forth below shall be designated as a Slot Technician Trainee-Level IV:
  - Completion (on the Trainee's own time and at his/her own expense, subject to Article 18 regarding tuition reimbursement) of either an additional eight (8) hours of classroom training or a three (3) credit hour college level course (beyond that required to become a Slot Technician Trainee-Level III), approved by the Employer, in an electronics-related field, and
  - Completion of six (6) months of paid work time as a Slot Technician Trainee-Level III.
- B. <u>Slot Technician</u>. There are four levels of Slot Technicians, inclusive of Senior Lead. A Slot Technician shall be designated as a Level I, II, or III based upon his/her qualifications and experience as set forth below. The Employer, in its sole discretion, may, when a vacancy exists, promote a Slot Technician-Level III to the position of Slot Technician-Senior Lead.
  - 1. <u>Slot Technician-Level I</u>. A Slot Technician having the following qualifications and experience shall be designated as a Slot Technician-Level I:
    - Completion of a minimum of one (1) year of experience as a casino Slot Technician (or equivalent position), plus electronics experience and training and/or certifications as mandated by the Employer, plus successful completion of an evaluation by the Employer, or
    - Completion of six (6) months of paid work time as a Slot Technician Trainee-Level IV.

- 2. <u>Slot Technician-Level II</u>. A Slot Technician having the following qualifications and experience shall be designated as a Slot Technician-Level II:
  - Completion of a minimum of two (2) years of experience as a casino Slot Technician (or equivalent position), plus electronics experience and training and/or certifications as mandated by the Employer, plus successful completion of an evaluation by the Employer, or
  - Completion of six (6) months of paid work time as a Slot Technician Trainee-Level IV followed by completion of one (1) year of paid work time as a Slot Technician-Level I.
- 3. <u>Slot Technician-Level III (Journeyman)</u>. A Slot Technician having the following qualifications and experience shall be designated as a Slot Technician-Level III:
  - Completion of a minimum of three (3) years of experience as a casino Slot Technician (or equivalent position), plus extensive electronics knowledge and experience in electronics troubleshooting and training and/or certification as mandated by the Employer, plus successful completion of an evaluation by the Employer, or
  - Completion of six (6) months of paid work time as a Slot Technician Trainee-Level IV, followed by completion of one (1) year of paid work time as a Slot Technician-Level I, and followed by completion of one (1) year of paid work time as a Slot Technician-Level II.
- 4. <u>Slot Technician-Senior Lead</u>. A Slot Technician having the following qualifications may be promoted to the Slot Technician-Senior Lead position should a vacancy exist:
  - Completion of a minimum of three (3) years' experience as a casino Slot Technician (or equivalent position), plus extensive electronics knowledge and experience in electronics troubleshooting and training and/or certification as mandated by the Employer, plus successful completion of an evaluation by the Employer, or
  - Completion of six (6) months of paid work time as a Slot Technician Trainee-Level IV, followed by completion of one (1) year of paid work time as a Slot Technician-Level I, followed by completion of one (1) year of paid work time as a Slot Technician-Level II, and followed by completion of six (6) months of paid work time as a Slot Technician-Level III.

A Slot Technician-Senior Lead in the absence of the supervisor is responsible for distributing and overseeing the assigned work on the shift. A Slot Technician-Senior Lead shall not, however, administer discipline or assist in the disciplinary process (it being understood that notifying supervisors of improper behavior or being present when discipline is administered shall not be deemed to be "assisting in the disciplinary process").

- C. The parties agree that Slot Technicians will receive a one-time tool allowance of \$125. Additionally, in each subsequent year, Slot Technicians will be reimbursed up to \$75 per year for tool replacements following submission of the appropriate receipts.
- D. <u>Electronic Technician</u>. A Bargaining Unit Team Member who believes that he or she has the necessary qualifications to fill a vacant Electronic Technician position may apply for a promotion to such vacant position. First consideration shall be given to qualified Team Members within the Slot Technician classification, prior to giving consideration to other Team Members within the Employer. However, the Employer may seek outside candidates, if the required qualifications are not met within the Employer.
- E. Notwithstanding other terms of the collective bargaining agreement, regarding layoff and recall, for purposes of layoff and recall within the Slot Technical Department, Slot Technician Trainee(s) shall be laid off first, prior to Slot Technician(s) being laid off. All layoffs within the Slot Technical Department, whether among Slot Technician Trainee(s) or Slot Technician(s), shall be based on reverse order of house seniority only and regardless of level. Electronic Technician(s) affected by a layoff can displace Slot Technician Team Members with lower house seniority in the Slot Technician classification for which s/he is qualified based on his/her qualifications or experience as set forth in this Side Letter #2. Team Members shall be recalled in the reverse order of the above. Other layoff and recall rights shall otherwise be in accordance with Section 7.03 and other application provisions of the collective bargaining agreement.
- F. Team Members affected by a layoff who are currently enrolled in classes as provided for under Article 18 shall be allowed to continue taking such courses and be reimbursed for the duration of his/her recall rights.

## SIDE LETTER #UH-1 – CULINARY

Shift bid procedures shall be established through Departmental Labor/Management meetings. The parties agree that there shall be no more than two (2) shifts bids per year unless there is a change to hours of operation or business need (opening or closing outlets).

The parties agrees that the number of slots available for the purpose of scheduling time off shall be maximized. The Employer agrees to make a reasonable effort to accommodate the vacation scheduling request of Team Members as defined in Article 5.01b of this agreement.

The parties also agree that they will discuss Team Member concerns at Labor/Management meetings with the goal of resolving matters within the context of the Employer's operational needs and business concerns.

## SIDE LETTER #UH-2 – FOOD & BEVERAGE CASHIER AND HOSTESS

The parties agree that the Food & Beverage Cashiers who performed Hostess duties in order to maintain hours in 2020 will have their Cashier rate grandfathered. As of the signing of this agreement, the Cashier and Hostess classifications will bid collectively by house seniority. The former Cashiers who bid to a Hostess classification will no longer maintain recall rights to the Cashier classification.

## SIDE LETTER #UH-3 – HOTEL CLASSIFICATIONS

(Formerly Side Letter 5)

#### **BELLMEN**

#### **Duties of Bellmen**

As part of their regular duties, Bellmen may deliver magazines, newspapers, gifts, shoeshines, and/or similar items. If agreed to in a group contract, Bellmen shall be guaranteed a gratuity of \$3.00 per delivery to a guest room when the Employer charges the customer a delivery fee.

#### **Bellmen Guaranteed Gratuity**

Bellmen shall be guaranteed a gratuity of two dollars and fifty cents (\$2.50) per person checking in and/or out only where baggage is delivered and removed as part of a group (defined as at least 10 rooms) arrival or departure. Set arrivals and/or departures shall be evidenced by a manifest. These guaranteed gratuities do not apply to diverted air carriers. Gratuities shall be divided equally amongst all full-time Bellmen whether or not they are present at the time of delivery. Part-time Bellman shall receive a share only if they actually performed the duty.

The Employer shall not reduce the guaranteed gratuities set forth herein during the term of the current Agreement between the parties. However, nothing herein shall be interpreted to preclude the Employer from increasing the total amount charged to guests. The Union and the Employer specifically agree that any charges over and above those set forth herein are retained by the Employer.

#### **GUEST ROOM ATTENDANT**

#### 1. **Duties of Guest Room Attendants**

(a) Guest Room Attendants shall, as a general matter, and not by means of limitation, clean and service guest rooms and suites as well as perform any incidental cleaning necessary to maintain cleanliness in guest rooms and suite areas as determined by the Employer.

#### 2. Guest Room Attendant Workload

- (a) The workload is defined as the number of "rooms" or "credits," credits for special items such as extra dirty rooms and suites, and the assignment of pickup rooms.
- (b) The maximum daily workload assignment of "rooms" or "credits" is sixteen (16). Non suites shall be counted as one (1) credit; a standard suite as two (2) credits; premium suites as three (3) credits; and a presidential suite as four (4) credits.

(c) The maximum number of rooms or "credits" shall be reduced based on the number of room checkouts as follows:

16 Rooms	Checkouts	Reduction in Rooms or "Credits"	
	13	Drop	1
	14	Drop	2

If during the course of the shift a scheduled checkout room becomes a stay over instead, the foregoing reduction will not be made with respect to that room. If more than one (1) credit is given for a suite, that same number shall be used in calculating the number of checkouts (for example, a suite worth three (3) credits would be counted as three (3) checkouts) when the suite is a checkout. This subsection applies only to Guest Room Attendants assigned to an eight (8) hour day shift.

- (d) One (1) room or credit reduction shall be given if a Guest Room Attendant is assigned rooms on more than three (3) floors during a shift, except if the Guest Room Attendant is exclusively assigned rooms on floors 8, 9, 10, 11, 12 and/or 13, then the credit reduction in this paragraph shall not apply.
- (e) The Employer will assign help or modify a Guest Room Attendant's room assignment during a shift when an Attendant is responsible for cleaning an exceptionally dirty guest room, provided the attendant immediately reports such room when he/she is able to access this guest room. The Guest Room Attendant will be allowed to continue cleaning other additional rooms as assigned after the reporting of such room. If the Guest Room Attendant disputes the Employer's assignment of help or modification of room assignment, or lack thereof, the Guest Room Attendant will clean the room and may then utilize the grievance procedures in Article 23. If desired, the Guest Room Attendant may take appropriate photos of the room for documentary purposes.

#### Miscellaneous

- (a) Only Team Members who have been trained fully in the cleanup and disposal of human wastes that may present biomedical hazards shall clean any vomit, feces or (in quantities greater than drops) blood from any room. This shall not apply to situations presented in the normal course of cleaning the bathroom area.
- (b) In only one (1) serviced bedroom area may a card be left indicating the name of the Guest Room Attendant that cleaned the room/suite. The card shall not contain any reference to "gratuities." The language on the card shall be mutually agreed upon by the Employer and the Union.
- (c) Cash gratuities (designed as such) left in guests rooms/suites shall be the property of the Guest Room Attendants. Gratuities otherwise left by groups/parties will be placed on a master account and distributed through payroll to all Guest Room Attendants who worked the covered rooms. The distribution of such gratuity is based upon the number of times the Guest Room Attendant cleaned a covered room.

- (d) The laundry will maintain two regularly scheduled shifts in order to extend laundry hours further into guest room attendant work hours.
- (e) A regular monthly meeting to discuss workload distribution between the guest room attendants, housemen, and laundry will begin within 60 days of ratification of the contract.

#### **Personal Safety Devices**

- (a) The Employer has provided Team Members who are required to enter a guest room with a safety device that shall be carried on his/her person during work hours, while performing any work or other activity in a guest room. Employees receiving such devices, include, but are not limited to: (1) Guest Room Attendants; (2) House Persons; (3) Bell Persons; and (4) In-Room Dining Servers. Team Members are required to keep such device on their person at all times while working in or immediately adjacent to a guest room or as otherwise directed by the Employer. Personal safety devices may not be used for any purpose not authorized by the Employer.
- (b) Personal safety devices shall connect automatically to a central source such as security, supervisory offices, etc. Such devices shall allow the Team Member to provide notice of distress and provide the Employer the ability to determine location of the Team Member through GPS or other equivalent method.
- (c) The selection of the specific personal safety device provided to Team Members shall be made by the Employer in its sole discretion.
- (d) The Employer shall provide training to Team Members using personal safety devices.

Right to Request Accompaniment to Occupied Guest Room.

Team Members with a reasonable, good faith concern that entering an occupied guest room poses a risk to their personal safety may inform management of their concerns and, if asked to enter the guest room at issue, may request a security and/or management escort.

#### ROOM SERVICE

#### **Duties of Room Service**

(a) Room Service Servers shall be responsible for delivery and removal of service to and from hotel rooms, provided, however, that Guest Room Attendants, while cleaning rooms, may be required to remove such service from the rooms to **areas designated by the Employer**.

#### **Room Service Charge/Guaranteed Gratuity**

- (a) A service charge of eighteen percent (18%) of the check shall be paid to Room Service Servers, Banquet Servers and/or Banquet Bartenders, as the case may be, for setting up for cocktail parties/hospitalities in private rooms, with a cap of two hundred dollars (\$200.00) per Room Service Server, Banquet Server and/or Banquet Bartender when such events are complimentary. If such work is performed by Banquet Servers and/or Banquet Bartenders, this service charge will be added to the Banquet tip pool. For purposes of this Section, a cocktail party/hospitality is a gathering of ten (10) or more persons in a private room or suite in which alcoholic beverages, mixes, glasses, ice or food are delivered by the Room Service Server, Banquet Server and/or Banquet Bartender. It is agreed that Banquet Bartenders shall work cocktail parties/hospitalities in suites, in the event that the Employer assigns a bartender to work.
- (b) A service charge of three dollars (\$3.00) for each delivery made by a Room Service Server shall be paid for delivering complimented items such as fruit and other similar items, but excluding meals and beverages served with meals, sent to the guest room by the Employer.
- (c) Where Room Service Server(s) deliver non-complimented meals and beverages served with meals to a guest room, the Room Service Server shall be guaranteed a gratuity of eighteen percent (18%) of the check presented to the guest.
- (d) Where Room Service Server(s) deliver complimented meals and beverages served with meals to a guest room, the Room Service Server shall be guaranteed a gratuity of eighteen percent (18%) of the menu price of the food and beverage served with a cap of two hundred dollars (\$200.00) per Room Service Server who actually performed the work.
- (e) Nothing herein shall be interpreted to preclude the Employer from increasing the service charge and/or gratuity charged to guests. The Union and the Employer specifically agree that any service charge or gratuity over and above those contained in the collective bargaining agreement are retained by the Employer. The Employer, in its sole discretion, distributes the additional service charge and/or gratuity among management and/or retains it.

## SIDE LETTER #UH-4 – SLOT ATTENDANTS JACKPOT EXPRESS GRATUITIES

The Company agrees that the Parties shall work together to develop an appropriate method for tipped employees' receipt of gratuities. This may include, but is not limited to, an option for guests to give an electronic gratuity where such technology allows.

## SIDE LETTER #UH-5 – SUBCONTRACTING

(Formerly Side Letter 9)

The parties expressly agree that this Agreement shall not extend to owners of businesses, including restaurants that have existing leasing arrangements with the Employer as of the date of March 5, 2002.

It is further agreed that, after ratification, the Employer may lease its "store front space" on Monroe and/or St. Antoine Streets and that this Agreement shall not extend to such leases or their employees, so long as there is no significant negative impact on bargaining unit employment or income.

The parties agree that the food outlets listed in this letter are deemed Employer operated food outlets for purposes of Article 32:

- a. Room Service
- b. Red Lotus
- c. Prism
- d. Sports Bar
- e. High Limits Lounge
- f. 313 Burger
- g. Rock Bar and Lounge