

Labor Agreement

between



and

Detroit Casino Council
(UNITE**HERE!**, UAW, TEAMSTERS, AND OPERATING ENGINEERS)



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 MotorCity Casino (“MotorCity” or “Employer”) and the Detroit Casino Council (“Council”, “DCC” or “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:

- Associates want to be involved in decisions that affect them;
- Associates take pride in their jobs; and
- Associates strive to deliver excellent service;
- Associates benefit from full adherence by all parties to the spirit and intent of this collective bargaining agreement.

1.02. In recognition of the foregoing, both parties agree to meet at regular intervals at the request of either party to discuss Associate 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. Ongoing communication at all levels is essential for this optimal labor-management relationship.

1.03. To foster an environment of mutual respect and open communications the parties may engage in joint training programs and task forces for shop stewards, union representatives, all levels of management and other Associates. The cost of providing this training shall be divided equally between the parties.

ARTICLE 2 – RECOGNITION

2.01. Recognition. The Employer recognizes the Detroit Casino Council as the exclusive collective bargaining representative for the Employer’s Associates employed at its facility as indicated in Section 2.02 of this Agreement working in those job classifications listed in Exhibit I, attached to and made part of this Agreement. The Employer and the Council agree that all Associates working in classifications listed in Exhibit I are properly within the bargaining unit. Any classification established by the Employer not listed in Exhibit I, where a preponderance of the duties of the Associate are covered by this Agreement, shall be a part of this Agreement and the parties shall negotiate an appropriate wage rate. If the parties are unable to reach agreement on an appropriate wage rate within sixty (60) 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. The fees (if any) of the Mediator will be shared equally by the parties.

2.02. Scope and Exclusions. The term “bargaining unit” defined in Section 2.01 means the Associates employed by Detroit Entertainment, L.L.C., d.b.a. MotorCity Casino (hereinafter referred to as “MotorCity” or the “Employer”), at its Detroit, Michigan hotel/gaming facility located at 2901 Grand River Avenue, Detroit, Michigan, 48201.

The parties specifically agree that nothing in Section 2.01 above shall be construed to extend recognition to:

- Persons working at MotorCity’s Detroit facility in classifications that are not listed in Exhibit I;
- Persons working at MotorCity’s permanent hotel facility in classifications other than those established by Employer and subject to the previous interest arbitration agreement in the contract dated October 17, 2003;
- Temporary Associates employed pursuant to a bona fide internship program through an accredited institution. The Employer and the Union will mutually agree on such programs, the approval of the Union shall not be unreasonably withheld.
- 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 of the Employer’s Associates from performing work from time to time for the purpose of satisfying the needs of the business or customer service.

ARTICLE 3 – NO DISCRIMINATION

3.01. There shall be no discrimination by the Employer or the Council, or any of the Unions which comprise the Council, against any Associate because of membership or non-membership in, or activity on behalf of the Council, or any of the Unions which comprise the Council, provided that an Associate's Union activities shall not interfere with the performance of an Associate's work for the Employer. The Employer and the Council are committed to the recruitment, training, promotion and recognition of Associates without regard to gender, race, color, creed, national origin, age, religion, veteran status, disability, weight, familial status, marital status or sexual orientation.

3.02. The Employer and the Council are committed to maintaining a work environment free from sexual or other prohibited harassment. Prohibited conduct includes unwelcome sexual advances, harassment, requests for sexual favors, and other verbal or physical conduct of a sexual nature, explicitly or implicitly making sexual conduct a condition of employment or promotion, displaying sexually offensive images or words, repeating offensive commentaries about someone's body, or making derogatory jokes.

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

4.01. Full-time Associates.

(a) Full-time Associates shall be scheduled to work shifts of either eight (8) hours per day or ten (10) hours per day unless specifically indicated in Section 4.01(b) below. There shall be no split shifts except for Banquets.

(b) Full-time Associates in the classifications of Banquet Server, Banquet Captain and Banquet Bartender are permitted to work shifts of any length, including shifts of less than four (4) hours.

(c) Full-time Associates assigned to eight (8) hour shifts shall have five (5) consecutive shifts per week, all on the same shift (except that cocktail servers will be deemed full-time if they work five (5) consecutive seven (7) hour shifts) and full-time Associates 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, except that with the approval of the supervisor, Associates may voluntarily request non-consecutive shifts and days off. With the approval of the supervisor, Associates may trade days off in a given week; approval of the supervisor shall not be unreasonably withheld.

(d) The parties agree that the number of full-time positions available for Associates shall be maximized, with the goal of creating as many full-time positions as possible. A full-time Associate shall not be displaced by a part-time schedule.

4.02. Part Time Associates.

(a) The Employer may schedule a maximum of twenty percent (20%) of the total number of bargaining unit positions as part-time Associates. 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 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 in 4.02(b) below.

(b) Part Time Associates in the following classifications do not count toward the twenty percent (20%) part time calculation and may be scheduled and/or permitted to work shifts of any length between four (4) and ten (10) hours:

- i. Food and Beverage Classifications: Host, Busser, Food and Beverage Cashier, Dining Room Attendant (Busser), Cocktail Server, Servers, Barback, Sound Board Bartender, Club Bartender, and Banquet Event Staff.
- ii. Casino, Hotel, Theater, and Spa Classifications: GRA (assigned to turndown), Theater Classifications, Nail Tech, Massage Therapist, Esthetician

- iii. Banquet Classifications: Banquet Server, Banquet Captain, Banquet Bartender. Associates in these Banquet Classifications may be 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 an Associate who is scheduled to work less than thirty two and one quarter (32 and ¼) hours in a work week.

(d) Part-Time Associates who have worked an average of at least thirty two and one quarter (32 1/4) hours per week for a full calendar quarter beginning in January, April, July and October will be considered as Full Time Associates if they so desire.

(e) The Employer shall record the date of each Part-time Associate's most recent date of hire into or transfer into the Part-time Associate's present classification.

(f) Part-time Associates shall be entitled to bid, to the extent practicable, on available part-time shifts and/or schedules by using the date of the Part-time Associate's most recent date of hire into or transfer into the Part-time Associate's present classification, on a departmental basis.

4.03. Overtime.

(a) All hours worked beyond eight (8) hours in one day, or ten (10) hours in one day if working a ten (10) hour shift, and all hours worked beyond forty (40) hours in one (1) week shall be paid at time and one-half (1½ X) the Associate's regular straight time hourly rate of pay. Overtime shall not be paid under this Section for more than one (1) reason for the same hours worked. This Section shall not apply to Banquet Servers, Banquet Bartenders, Banquet Captains or other Associates when performing banquet work in these classifications. When an Associate is called in to work on a vacation or personal day, the Associate will be paid at time and one half (1 ½ X) the Associate's regular straight time hourly rate of pay for hours worked on that day.

(b) Overtime which is scheduled in advance shall be offered to qualified Associates in order of classification seniority, and in the absence of volunteers may be required in reverse order of classification seniority, except that overtime may be offered or required of the Associate performing a particular job if time does not permit seniority order. An Associate may not be required to work overtime included in the Associate's regular schedule unless mutually agreed upon between the supervisor and the Associate. For all other forms of overtime, an Associate who is required to work overtime shall endeavor to work if business demands dictate, but shall not be disciplined for a refusal to work because of compelling personal or family needs. If there is a pattern of required overtime in a particular department, the parties shall confer on a solution.

(c) If an Associate participates in a regular overtime rotation and does not work a full forty (40) hours during a payroll week he/she will not be charged for overtime hours worked if he/she passes on an overtime opportunity during the payroll week. (Engineering Department only).

4.04. Scheduling.

(a) In each department the Employer shall post each week, in a conspicuous place available to Associates and Union representatives, a work schedule showing the classification and first and last name of each Associate, and specifying days off and starting and finishing times.

(b) When the Employer instructs an Associate to report to work, or does not notify an Associate not to report as previously scheduled, for any reason, but the Associate is not allowed to work, the Associate will be paid at the Associate's regular rate of pay for that shift. Associates 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.

(c) 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 Associates or as overtime to full-time Associates. Available extra work, whether straight time or overtime, shall be distributed equitably.

4.05 Other Conditions.

(a) Associates shall have the right to take voluntary early outs with the approval of the supervisor. Opportunities for early outs shall be distributed equitably 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 Associates to have a consistent start time, the parties also recognize that for business reasons start times may need to fluctuate for individual Associates. The Employer intends to minimize the variations of different start times for individual Associates, if practicable in the context of business considerations.

(e) The Employer further affirms its intention not to schedule individual Associates 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 issue of consecutive days off for part-time Associates, vacation scheduling opportunities and alternative work schedules, with the goal of resolving Associate issues within the context of the Employer's operational needs and business concerns.

(h) The Employer agrees that the current system used for cocktail servers to bid for Pit/Slot rotation assignments will remain in effect. The cocktail servers will bid by seniority for their weekly schedules, including off days, shift start times, and the available schedules and sections to which they will be assigned (including Pit areas only, combined Pit/Slot areas, and Slot areas only).

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. Vacation.

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

| Years of Continuous Service | Amount of Paid Vacation Time |
|------------------------------------|---|
| 1-6 years | 80 hours (10 days for Associates on 8 hour shifts/8 days for Associates on 10 hour shifts) |
| 7-11 years | 120 hours (15 days for Associates on 8 hour shifts/ 12 days for Associates on 10 hour shifts) |
| 12 years + | 160 hours (20 days for Associates on 8 hour shifts/16 days for Associates on 10 hour shifts) |

Associates who are paid fewer than one thousand eight hundred (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 one thousand eight hundred (1,800) hours. FMLA hours shall be counted as paid hours. Part-time Associates 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 a part-time Associate shall be divided by two thousand eighty (2,080) hours, which is the maximum number of annual hours worked by a regular full-time Associate.
2. The sum reached in number 1 above, shall be divided by eighty six point five percent (86.5%), which is the sum of one thousand eight hundred (1,800) hours divided by two thousand eighty (2,080) hours.
3. The sum reached in number 2 above, shall be multiplied by the number of vacation days the Associate is eligible to use based upon completed years of continuous service.
4. The sum reached in number 3 above equals the amount of pro-rated vacation time that a part-time Associate or Associate working less than one thousand eight hundred (1,800) annual hours is eligible to use.

b. Scheduling of Vacations. Associates, who have completed one (1) year of continuous service, may use 80 hours of earned vacation time in one (1) day increments as provided in the above chart. Except in the case of an emergency, Associates are required to submit vacation time requests as far in advance as possible. Requests for vacation time to be used in one

(1) day increments must be submitted to the Employer at least one (1) week in advance. All other requests for vacation time must be submitted at least three (3) weeks in advance.

Associates who have completed one (1) year of continuous service may use one (1) vacation day in two (2) half-day increments (4 hours if on 8 hour shifts and 5 hours if on 10 hour shifts) each year, scheduled per department requirement.

Reasonable efforts will be made to accommodate the vacation scheduling requests of Associates.

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

d. Payment of Unused Vacation Time Upon Separation. Associates leaving MotorCity 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 Associate; violence; alcohol or drug use or being under the influence; or intentional/gross misconduct, or
2. When the separation is the result of a resignation and the Associate has not provided at least one (1) week notice of his/her 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 Associates who do not work on a designated Holiday shall receive eight (8) hours of Holiday pay at their straight time hourly rate. Associates 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.

b. Full-time Associates, who work on a designated Holiday, shall receive eight (8) hours of Holiday pay in addition to their straight time hourly rate for hours actually worked on the Holiday. Part-time Associates, 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. Within its business needs, the Employer will maximize time off opportunities for full time Associates on Memorial Day, Independence Day, Labor Day and Christmas Day.

c. An Associate must work his/her scheduled shift immediately before and immediately after the designated Holiday, in order to be eligible to receive Holiday pay, unless the Employer authorized the absence for extremely compelling circumstances beyond an Associate's control (not ordinary illness).

d. An Associate who is scheduled to work on a Holiday but fails to report to work will not receive Holiday pay unless the Employer authorizes the absence as provided in Article 5.02(c) above.

e. An Associate who is on a Leave of Absence is not eligible to receive Holiday pay for any Holiday that falls within the time period of his/her Leave of Absence.

5.03. Paid Personal/Sick Time.

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

| Months or Years of Completed Continuous Service | Number of hours of Personal/Sick Time 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 |

Upon completion of two (2) years of continuous service, and upon completion of each year of continuous service thereafter, part time Associates will be eligible to use Personal/Sick time as follows:

| Months or Years of Completed Continuous Service: | Personal/Sick Time Allotted Per Year: |
|--|---------------------------------------|
| 2 years | 2 days (16 hours) |
| 5 years | 3 days (24 hours) |

b. Personal/Sick time shall be paid at the Associate's straight time hourly rate for the number of hours in the scheduled shift that are actually missed.

c. Personal/Sick time may be accumulated from anniversary year to anniversary year, with a maximum accumulation of 112 hours. Accumulated Personal/Sick time over 112 hours will be forfeited.

d. Following the completion of each year of continuous service, Associates may elect to take cash in lieu of, or "cash-out," earned and unused Personal/Sick time following the end of the twelve (12) 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 Associate's straight time hourly rate for the number of hours regularly worked by the Associate during a single shift.

e. Payment of Unused Personal/Sick Time Upon Separation. Associates leaving MotorCity with at least one (1) year of continuous service shall receive pay for earned and unused Personal/Sick 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 Associate; violence; alcohol or drug use or being under the influence; or intentional/gross misconduct; or
2. When the separation is the result of a resignation and the Associate has not provided at least one (1) week notice of his/her intent to resign, except in the case of an emergency.

ARTICLE 6 – BEREAVEMENT

6.01. Associates with at least one (1) year of service shall be eligible to utilize up to four (4) days of Bereavement with pay for the death of parents, current parents-in-law, spouse (including “Domestic Partner” as defined in Section 11.06 of Article 11 to this Agreement, but subject to the limitations in that Section), children, grandparents, great grandparents, grandchildren, siblings, current brother-in-law and current sister-in-law. These categories include step and foster relatives. **All bereavement must be taken within one (1) year of the death.**

6.02. Associates with six (6) months of service shall be eligible to utilize earned sick/personal days for Bereavement.

6.03. If an Associate with at least one (1) year of service does not have earned paid days available under the vacation and sick/personal day programs, the Associate may borrow up to three (3) paid days from future accruals to utilize for additional Bereavement time needed.

ARTICLE 7 – SENIORITY, PROMOTIONS, AND TRANSFERS

7.01. Introductory Period. All full-time Associates will be considered Introductory Period Associates until completion of ninety (90) days (unless otherwise indicated, all references to “days” in this Article shall refer to “calendar days”) of employment. The Introductory Period for part-time Associates may be extended for a period not to exceed sixty (60) days provided that the Employer gives written notice of such extension to the Associate prior to the conclusion of the original ninety (90) day period.

Upon completion of the Introductory Period, seniority shall date back to the Associate’s most recent date of hire. The Employer reserves the right to terminate an Associate’s employment for any reason until the Introductory Period is completed. Such termination shall not be subject to the grievance procedure of this Agreement.

7.02. Seniority.

a. **House Seniority.** House seniority is an Associate’s length of continuous service in years, months and days from the Associate’s most recent date of hire.

b. **Classification Seniority.** Classification seniority is an Associate’s length of continuous service in years, months and days from the Associate’s most recent date of hire into or transfer into his/her current classification.

c. For purposes of this section, each classification listed in Exhibit I is a separate and distinct classification. Classification seniority shall not be considered interrupted because of the merger of two (2) or more job classifications into one (1) classification. Classification mergers include instances where the duties of one (1) classification have substantially taken over the duties of another classification. In the event of a merged classification, the Associates 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 Associate to qualify for the new classification. In the event of the merger, the Associates 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 Associate with the greater house seniority shall be the most senior. If both Associates have the same house seniority, the tiebreaker shall be the Social Security number in accordance with Section (d) of this Article.

d. Seniority numbers shall be assigned by lot only to Associates on the payroll as of the date the lottery was originally conducted in a department where a lottery was conducted. In all other departments the seniority date shall be the original date of hire. All Associates hired after the date the lottery was conducted in a department shall have the original date of hire as the seniority date. For future Associates hired on the same day, the last four (4) digits of their social security number, the lower number being the most senior, will establish seniority. Any disputes about the operation of the seniority lottery in a particular department shall be resolved by the parties.

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, using house seniority, in the affected classifications in the following order:

- Introductory Associates;
- Part-time Associates in reverse order of seniority; and
- Full-time Associates in reverse order of seniority.

Associates shall be recalled to jobs in the reverse order as described above, provided they have the qualifications to perform satisfactorily the available work.

b. Other Work Opportunities. At the time of layoff, an Associate can state availability for work. An Associate on layoff status who has indicated availability for work will be offered available work in their regular job classification before additional Associates are hired in that classification and, to the extent practicable, before regular Associates are assigned to work scheduled overtime in that classification, provided that the Associate has the qualifications to perform satisfactorily the available work. When an Associate indicates availability, he/she shall not be called for available work after he/she has refused three (3) offers, provided the Associate received the offers at least 12 hours prior to the start time for the available work.

c. Associates to be laid off in accordance with this Section may be laid off without regard to their respective house seniority as each completes his/her current workweek.

d. If practicable and consistent with business concerns, the Employer will provide Associates scheduled for layoff and the Union with advance notice of a layoff. In the case of a layoff of two (2%) percent or more of the workforce that will last more than six (6) months, the Employer will, at its election, provide either one (1) week prior notice to each affected Associate and its Union or pay such Associate pay-in-lieu of notice in an amount equal to one week of his/her base hourly wages. Additionally, if advance notice is given under this Section, the Company will meet with the Union and discuss the impact of the planned layoff pursuant to the Labor Management Cooperation provision of this Agreement. In any event, the Employer will provide the Union with written notice of the name, seniority and classification of all Associates being laid off no later than at a time concurrent with the beginning of the layoff.

e. Associates 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 Associate is qualified and that have not been filled pursuant to the transfer bid provisions of this Agreement, before such positions are posted as promotional opportunities. If an Associate transfers to another position, he/she will have recall rights to the former position for twelve (12) calendar months.

f. When it is necessary to reduce the workforce, Stewards will be retained in their respective job classification and shift provided they have the ability to perform the work available in that job classification.

g. In the event bargaining unit Associates are laid off and the Employer has bargaining unit positions open, the Employer shall meet with the Union prior to hiring any Associates for those open positions to discuss available opportunities for the laid off Associates. Laid off Associates who apply for a bargaining unit position opening shall be given first consideration for the job, provided they are qualified.

7.04. Transfers within Classification.

a. When there is a permanent vacancy, on a particular shift or station, Associates in the same job classification on other shifts or stations who desire to transfer to the vacancy will be transferred on the basis of their classification seniority, provided that the senior Associate desiring the transfer is qualified to perform satisfactory the work on the shift or station applied for.

b. An Associate transferred under this Section shall assume the weekly schedule of days of work and days off, and the daily shift schedule, applicable to the vacant position to which he/she transfers. The Associate [with the exception of the Engineering Department Members] who transferred to a permanent vacancy shall not be eligible for another transfer under this Section for one hundred eighty (180) days.

c. An Associate transferred under this Section who cannot perform satisfactorily the work on the shift or station to which transferred shall be transferred back to his/her former shift and/or station within thirty (30) days worked from the date of transfer.

d. The resulting vacancy or vacancies created by a transfer under this Section shall be filled by the next senior qualified Associate who desires to work on the shift where the 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. Promotions.

a. When a vacancy exists after the provisions of the agreement for Transfers Within Classification have been satisfied, the vacancy shall be posted as a promotional opportunity. Bargaining Unit Associates shall be awarded promotional opportunities for which they are qualified before new Associates are hired. The qualifications required for the position will be determined by the Employer. Such determination will not be arbitrary or capricious.

b. When a promotional opportunity is sought by more than one (1) Associate, consideration will be given to the following: house seniority, qualifications of the Associate, and the employment record for the previous twelve (12) month period of each Associate. When Associates are relatively equally qualified for the position, the senior Associate will receive the promotion.

c. A “promotional opportunity” shall be deemed to be a transfer to another classification in which the transferred Associate has an opportunity for increased income or for subsequent job progression.

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

e. An Associate promoted under this Section who cannot perform satisfactorily the work of the job to which he/she is promoted shall be transferred back to his/her former job, shift and station within thirty (30) shifts worked after the date of the promotion.

7.06. An Associate’s continuous service, seniority, and status as an Associate will be broken when:

- The Associate quits or resigns;
- The Associate is discharged for just cause;
- The Associate is absent without just cause exceeding the period of an authorized leave;
- The Associate is absent due to a layoff for a period equal to his/her seniority or one (1) year, whichever is a lesser period of time, excluding seasonal Associates. Laid off Associates who have applied for other MotorCity opportunities shall have their seniority rights extended for up to one (1) year if they have signed a letter requesting a one (1) year extension. Associates may turn down two (2) job offers for which they have applied, after which the Employer is under no obligation to offer additional job opportunities.
- The Associate is promoted out of the bargaining unit. However, if an Associate is promoted out of the bargaining unit and, within thirty (30) days he/she determines that he/she would be better served by returning to the bargaining unit, the Associate will be transferred back to his or her bargaining unit classification, without loss of house or classification seniority; or
- If an Associate is promoted out of the bargaining unit and remains out of the bargaining unit for more than thirty (30) days, the Associate may subsequently apply for open positions in the bargaining unit and, if selected for the position by the Company, will retain his/her house seniority and receive a new classification seniority date.

7.07. An Associate shall be considered qualified for a position if the Associate has satisfactorily completed a training course for that classification agreed upon by the parties or provided by the Employer.

7.08 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 Associates.

8.02. Pay Days. Associates shall be paid weekly in accordance with the pay cycle schedule currently utilized.

8.03. Applicable Wage Rates. The wage rates applicable to Associates covered by this Agreement are set forth in Exhibit I attached to this Agreement and calculated in accordance with the following:

a. Upon the 2023 Ratification (which occurred on November 19, 2023), the 100% wage 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, and adjusted for each other applicable wage rate, as set forth in Exhibit I.

b. On October 17, 2025, the one hundred percent (100%) wage 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, and adjusted for each other applicable wage rate, as set forth in Exhibit I.

c. On October 17, 2026, the one hundred percent (100%) wage 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, and adjusted for each other applicable wage rate, as set forth in Exhibit I.

d. On October 17, 2027, the one hundred percent (100%) wage 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, and adjusted for each other applicable wage rate, as set forth in Exhibit I.

e. In December of 2024, a one-time bonus of \$2,000 shall be paid to eligible full-time Associates and a one-time bonus of \$1,000 shall be paid to eligible part-time Associates. To be eligible for that one-time bonus (“December 2024 Bonus”), Associates must be employed by the Employer 1) on the date of the 2023 Ratification and 2) on December 1, 2024. Additionally, full-time Associates must have been paid for at least 1250 hours, and part-time Associates must have been paid for at least 625 hours, in each case between the dates of the 2023 Ratification and December 1, 2024. Associates 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 Associates who receive the December 2024 Bonus may elect to deposit a portion or all of that bonus into their 401(k) account, 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 Associate whole for the 50% match.**

g. **New Hire Wage Progression:**

i. **Associates Hired Before November 19, 2023**

Associates 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 their wage progression but under the wage progression timetable and applicable wage rates established in this November 19, 2023 Collective Bargaining Agreement.

ii. **Associates Hired On or After November 19, 2023**

1. **80% Wage Rate (New Hire Wage Rate).** Associates newly hired on or after November 19, 2023 shall receive the “80% Wage Rate” (New Hire Wage Rate) listed in Exhibit I according to his/her respective job classification for the first twelve (12) months of service.

2. **90% Wage Rate (Twelve Month Wage Rate).** Associates newly hired on or after November 19, 2023 shall receive the “90% Wage Rate” (Twelve Month Wage Rate) listed in Exhibit I, according to his/her respective job classification, after twelve (12) months of service. The 90% Wage Rate will be effective the first day of the first payroll period following the completion of the twelve (12) month period.

3. **100% Wage Rate (Twenty-Four Month Wage Rate).** Associates newly hired on or after November 19, 2023 shall receive the “100% Wage Rate” (Twenty-Four Month Wage Rate) listed in Exhibit I, according to his/her respective job classification, after twenty-four (24) months of service. The 100% Wage Rate will be effective the first day of the first payroll period following the completion of the twenty-four (24) month period.

iii. No deductions for absences less than thirty (30) days shall affect the computation of continuous service when calculating calendar months of service.

iv. **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% Wage 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 Associates then within that classification earning less than the accelerated wage rate to the accelerated wage rate, at a minimum. No Associate shall suffer a wage reduction in the event the Employer elects to return to the prior wage progression.

8.04 Out of Classification Pay. In any pay period, Associates 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, SERVICE FEES - CASH DEDUCTIONS

Cash Deductions

9.01. There shall be no automatic cash deductions from an Associate's wages for any cash shortage until after consultation with the Associate, and the responsibility for the shortage has been established by the Employer, provided, however, that prior to any such deductions the Associate may have the Union review the case with the Employer. The Employer shall notify an Associate in writing immediately after its determination that a cash shortage exists for which it intends to deduct the amount of the shortage from the Associate's wages.

9.02. So long as Associates observe the Employer's published procedures governing customer walk-outs, there shall be no automatic cash deductions from Associates wages pending an investigation.

Gratuities

9.03. Gratuities shall not be shared by supervisors, managers or non-bargaining unit personnel; they are the property of Associates earning them. This does not apply to service charges.

9.04. Sharing or pooling of gratuities/tips/tokes among Associates shall be voluntary where agreed upon by the majority of Associates in the affected job classifications, except where otherwise required by the Michigan Gaming Control Board or as otherwise provided in this Article. Before Associates change any existing pooling arrangement, the Employer, the Union, and Associates shall confer.

9.05. In any department, allocated gratuities/tips/tokes, "shortfall" allocation methods, or other gratuity/tip/toke 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.

9.06. The Employer, the Union, and Associates will work together on appropriate measures to improve customer awareness on tipping practices customary to the industry, **including in Signature Lounge**. These measures may include, but are not limited to, tip cards, published information on customary tip practices and a stamp on complimented checks stating that gratuities are not included.

Service Charges

9.07. Banquet Service Charge Distribution/Transparency. Banquet Servers, Banquet Bartenders, and Banquet Captains serving banquet functions shall receive an automatic banquet service charge of **eighteen and a half percent (18.5%)** on checks for food and beverage paid for by the customer. The **eighteen and a half percent (18.5%)** shall be divided evenly per hour worked among the Banquet Servers, Banquet Captains and Banquet Bartenders who work the banquet functions that week.

Nothing herein shall be interpreted to preclude the Employer from charging to customers a banquet service charge in excess of **eighteen and a half percent (18.5%)** and retaining (and distributing as it elects in its sole discretion) any such amounts in excess of **eighteen and a half percent (18.5%)**. However, in the event the banquet service charge increases over **twenty four and a half percent (24.5%)**, the Banquet Servers, Banquet Bartenders, and Banquet Captains will receive half of the increase and the Employer will retain the other half.

Within one (1) week following a banquet event, and for the next sixty (60) days, the final Banquet Event Order (or other document reflecting the final food and beverage charges paid by the customer) and a list of the Banquet Servers, Banquet Bartenders, and Banquet Captains entitled to share in the banquet service charge for that event, shall be made available in the Banquet Office for review by those Associates.

9.08. Banquets – Scheduling. Banquet servers shall be scheduled for banquet functions giving first priority as follows:

- Full-time
- Part-time
- On-call
- Trained Associates¹
- Outside Contractors²

9.09. 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 the hall immediately outside the rooms or to service locations on **the** same floor. Room Service Servers shall also set up and breakdown the Butler/Concierge Lounge when used for offering breakfast and evening appetizer items to hotel guests.

(b) A service charge of seventeen percent (17%) of the food and beverage check shall be paid to Room Service Servers and/or Banquet Servers, as the case may be, for setting up *and serving* cocktail parties/hospitalities in private rooms and the Butler/Concierge Lounge. There shall be a cap of Two Hundred **Fifty** Dollars (\$250.00) per Room Service Server and/or Banquet Server who actually performed the work, in the event that the cocktail parties/hospitalities are complementary. For purposes of this Section, a cocktail party/hospitality is a gathering of ten (10) or more persons in a private room or suite or in the Butler/Concierge Lounge in which alcoholic beverages, mixes, glasses, ice or food are delivered by the Room Service Server and/or Banquet

¹ These Associates must be trained and certified by the Employer to render banquet services, which they will work in non-overtime situations only. The first responsibility of these Associates is to perform work in their regular classification; they may be disqualified by the Employer from performing banquet services in the event those services interfere with their regular classification work responsibilities.

² Amounts paid to outside contractors shall be deducted from the seventeen percent (17%) weekly pool prior to distribution.

Server. It is agreed that Banquet Bartenders may work cocktail parties/hospitalities in suites and in the Butler/Concierge Lounge, in the event the Employer assigns a Bartender to work.

(c) A **delivery** charge of **Two Dollars (\$2.00)** for each delivery made by a Room Service Server shall be paid for delivering complimentary items such as fruit and other similar items, but excluding meals *or* beverages served with meals, sent to the guest room by the Employer. **A delivery charge of Three Dollars (\$3.00) for each delivery made by a Room Service Server shall be paid for delivering meals (and beverages served with meals) that are prepared at one of the Employer's dine-in restaurants and paid for by the guest.**

(d) An automatic room service charge of twenty percent (20%) shall be collected on checks for room service orders paid for by the customer. The twenty percent (20%) room service charges shall be pooled each week and distributed as follows:

- i. Three percent (3%) of the twenty percent (20%) service charge shall be distributed among the Guest Service Agents/PBX in equal shares based upon hours worked that week.
- ii. Seventeen percent (17%) of the twenty percent (20%) service charge shall be distributed among Room Service Servers in equal shares based upon hours worked that week.
- iii. Nothing herein shall be interpreted to preclude the Employer from charging to customers a service charge for room service in excess of twenty percent (20%); in that event, the Room Service Servers and Guest Service Agents/PBX will receive the increase, distributed as set forth above.

Miscellaneous

9.10. A guaranteed service charge of seventeen percent (17%) shall be added to food and non-alcoholic beverage 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 Two Hundred **Fifty Dollars (\$250.00)** per tipped Associate.

9.11. Nothing herein shall be interpreted to preclude the Employer from increasing the service charges **or delivery fees** charged to guests. The Union and the Employer specifically agree that, except as otherwise stated in this Article, any service charges **or delivery fees** over and above those specified in the CBA are retained by the Employer. The Employer, in its sole discretion, distributes the additional service charges **or delivery fees** among management and/or retains them.

9.12. Ala Carte Functions. Associates serving á la carte parties of **eight (8) or more customers in Revel shall receive an automatic gratuity of twenty percent (20%) on checks for food and beverages paid for by the customer, and Associates serving a la carte parties of six (6) or more customers in the Employer's other dine-in restaurants shall receive an**

automatic gratuity of seventeen percent (17%) on checks for food and beverage paid for by the customer.

9.13. The method, in effect as of the date this Agreement is signed, for distributing banquet service charges and scheduling Banquet Servers, Banquet Captains and Banquet Bartenders shall remain in effect unless mutually agreed otherwise in writing by the parties to this Agreement.

9.14. Lodge Diner Carry Out Orders. A service charge of seventeen percent (17%) shall be added to food and non-alcoholic beverage checks for non-dine in carry-out/to go orders filled at the Lodge Diner. Those service charges shall be distributed to the General Servers who filled the orders. Nothing herein shall be interpreted to preclude the Employer from charging other gratuities or fees to guests who place such orders and retaining or distributing them as the Employer elects.

9.15. (a) Theater. Theater Event Staff and Sound Board Bartenders shall be scheduled for functions giving first priority as follows:

- Full-time
- Part-time
- On-call
- Trained Associates
- Outside Contractors

The priority listing does not require the Employer to schedule overtime.

(b) Theater/Conference Center. Event Persons shall be scheduled for functions giving first priority as follows:

- Full-time
- Part-time
- Trained Associates
- Outside Contractors

The priority listing does not require the Employer to schedule overtime.

The “Trained Associates” must be trained by the Employer to perform the functions of the job, and they will work in non-overtime situations only. The first responsibility of the Trained Associates is to perform work in their regular classifications; they may be disqualified by the Employer from performing Theater Event Staff and Event Person duties if those services interfere with their regular classification work responsibilities.

9.15. To the extent permitted by the Michigan Gaming Control Board, Associates may accept TITO tickets as tips.

ARTICLE 10 – MEALS AND BREAKS

10.01. Meals and Breaks.

a. Associates, excluding Dealers (see paragraph (b) below), may take meal and break periods as described below. Nothing contained herein shall preclude the Employer from providing additional breaks during the day.

| Shift Hours | Meal Eligibility | Break and Meal Period |
|---|-----------------------|---|
| Fewer than 6 hours | Not eligible for meal | One 15-minute break |
| At least 6 hours but fewer than 8 hours | One meal | One ½ hour meal period One 15-minute break |
| 8 hours or more but fewer than 12 hours | One meal | One ½ hour meal period Two 15-minute breaks |
| 12 hours and over | Two meals | Two ½ hour meal periods Three 15-minute breaks |

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

b. Dealers. Dealers are scheduled for breaks primarily in groups of four (4) to accommodate the break schedule of all dealers. The four (4)-dealer groups consist of three (3) work stations and one (1) relief station.

Generally, Dealers are provided a twenty (20) minute break period after each one (1) hour work period. Nevertheless, 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.

MotorCity understands that it is somewhat challenging for a Dealer to eat a full meal during one (1) twenty (20) minute break. For that reason, Dealers may eat two (2) times a full shift, should they so choose.

c. Poker Dealers. Generally, Poker Dealers are provided a thirty (30) minute break period after each one and one half (1 and ½) hour work period. Nevertheless, 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 dealer by taking no more than the allotted thirty (30) minutes.

10.02. Meal Periods.

a. Associates will be provided one (1) meal per shift in the Associates' Dining Room without any charge. In addition, Associates are encouraged to enjoy the unlimited usage of the beverage bar. Associates may take a beverage from the Associates' Dining Room to the outdoor smoking area.

b. The meal may be eaten one (1) hour immediately before, during or one (1) hour immediately after the Associate's scheduled shift. If the meal is eaten immediately before or immediately after the scheduled shift, Associates must limit their time in the Associates' Dining Room to one (1) hour.

10.03. Associates who leave their scheduled shift early for an authorized reason shall not have their pay reduced for break time taken.

10.04. Appropriate breaks shall be provided during overtime periods in all departments.

10.05. The parties discussed the importance of Associates delivering the highest possible customer service at all times. The Employer acknowledged that in cases where an Associate returns late from his/her break or meal period and can reasonably demonstrate that the delay was a result of assisting a guest, no disciplinary action (including issuing points) is appropriate.

ARTICLE 11 – HEALTH BENEFITS

11.01. Eligibility. Associates shall become eligible to enroll in MotorCity offered health plans beginning on the 91st day of employment, except as otherwise provided in this Article.

11.02. Health Benefit Coverage. Health benefit coverage shall be provided to Associates according to the plan designs and networks in existence at the time of ratification of this **2023** collective bargaining agreement (Health Alliance Plan-HAP Intro, Health Alliance Plan-HAP Traditional, Blue Cross Blue Shield-PPO Plan), as follows:

- a. Pharmaceutical plan with mandatory generic
\$10 generic, \$30 brand, \$60 non-preferred
2x mail order (maintenance drugs available by mail order with a two (2) times co-pay for ninety (90) day supply)
Appeal process for medical necessity per each plan (to be discussed with DCC if necessary)
- b. Annual deductible of \$250 for Associate only/\$500 for Associate + 1 and for Associate + family.
- c. ER co-pay of \$250 with waiver rules same as present/joint educational program.
- d. Associates participating in each plan will make the monthly premium contributions listed for the applicable plan in Attachment A to this Article.
- e. Wellness Plan – In each plan year, any Associate who voluntarily participates in and complies with the Employer’s Wellness Plan requirements will receive for the next plan year a credit against the Associate’s contributions during that plan year equal to ½ of the single Associate contributions for the plan in which the individual Associate is enrolled; if the Associate ceases participation or compliance, the Associate will in the next plan year receive no credit. The administration of the Employer’s Wellness Plan will be discussed with the DCC.
- f. Associates with access to alternative health insurance coverage (meaning coverage other than that provided by MotorCity) 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. Associates who select the opt-out option shall be required to provide proof of alternate health insurance coverage.
- g. The Employer may add additional carriers to provide other plan options, where the carrier and the plan options are mutually agreed upon by both the Employer and the DCC.
- h. All new hires continue to be placed into HAP Intro for the first three (3) years of employment. After three (3) years of employment the Associate can go into the plan of his/her choice.
- i. A summary of Health Alliance Plan-HAP Intro is attached to this Agreement as Appendix 1, a summary of the Health Alliance Plan-HAP Traditional is attached to this Agreement as Appendix 2, and a summary of the Blue Cross Blue Shield-PPO Plan is attached to this

Agreement as Appendix 3. Associate co-pays for all office visits and Urgent Care visits that were \$10.00 under the 2011 collective bargaining agreement (“2011 Agreement”) are increased to \$20.00; no co-pays will be charged for up to ten (10) telemedicine consultations per Associate per Plan year.

EMPLOYEE CONTRIBUTIONS PER MONTH

| HAP Intro – 1st Year | 2024 Plan Year | 2025 Plan Year | 2026 Plan Year | 2027 Plan Year | 2028 Plan Year | 2029 Plan Year |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Single | \$56.00 | \$56.00 | \$56.00 | \$56.00 | \$56.00 | \$56.00 |
| Double | \$86.00 | \$86.00 | \$86.00 | \$86.00 | \$86.00 | \$86.00 |
| Family | \$116.00 | \$116.00 | \$116.00 | \$116.00 | \$116.00 | \$116.00 |

| HAP Intro | 2024 Plan Year | 2025 Plan Year | 2026 Plan Year | 2027 Plan Year | 2028 Plan Year | 2029 Plan Year |
|------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Single | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 |
| Double | \$50.00 | \$50.00 | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| Family | \$60.00 | \$60.00 | \$60.00 | \$60.00 | \$60.00 | \$60.00 |

| HAP | 2024 Plan Year | 2025 Plan Year | 2026 Plan Year | 2027 Plan Year | 2028 Plan Year | 2029 Plan Year |
|------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Single | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 |
| Double | \$55.00 | \$55.00 | \$55.00 | \$55.00 | \$55.00 | \$55.00 |
| Family | \$65.00 | \$65.00 | \$65.00 | \$65.00 | \$65.00 | \$65.00 |

| BCN – 1st Year | 2016 Plan Year | 2017 Plan Year | 2018 Plan Year | 2019 Plan Year | 2020 Plan Year |
|----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Single | \$51.00 | \$51.00 | \$51.00 | \$51.00 | \$51.00 |
| Double | \$81.00 | \$81.00 | \$81.00 | \$81.00 | \$81.00 |
| Family | \$111.00 | \$111.00 | \$111.00 | \$111.00 | \$111.00 |

| BCN | 2016 Plan Year | 2017 Plan Year | 2018 Plan Year | 2019 Plan Year | 2020 Plan Year |
|------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Single | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 |
| Double | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 |
| Family | \$55.00 | \$55.00 | \$55.00 | \$55.00 | \$55.00 |

| Blue Cross Blue Shield-PPO Plan | 2024 Plan Year | 2025 Plan Year | 2026 Plan Year | 2027 Plan Year | 2028 Plan Year | 2029 Plan Year |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Single | \$65.00 | \$65.00 | \$65.00 | \$65.00 | \$65.00 | \$65.00 |
| Double | \$115.00 | \$115.00 | \$115.00 | \$115.00 | \$115.00 | \$115.00 |
| Family | \$145.00 | \$145.00 | \$145.00 | \$145.00 | \$145.00 | \$145.00 |

j. **Utilization Management Processes.** The Employer will work with its insurance carriers/providers to implement the following processes to manage and encourage appropriate utilization of the health care benefits provided to Associates:

1. Pharmacy
 - i. Tighter pharmacy formulary; moving higher cost brand drugs to third tier or non-covered
 - ii. More step therapy and prior authorizations for higher cost drugs
 - iii. Generic-only coverage for certain maintenance categories of drugs
2. Disease\chronic case management
 - i. Participation in diabetics, asthma and hypertension programs
 - ii. Participation in large case management programs for complex cases
3. Telemedicine programs
 - i. Implementation of a cost-effective telemedicine alternative to ER, Urgent Care, and physician visits
4. Utilization of lower cost facilities

11.03. The following benefits will also continue to be available to Associates:

- a. Dental
 - No change in current plan (provide dental benefit without premium share without requirement to be enrolled in medical plan)
 - Annual benefit maximum of \$1,850.00
 - Class IV life time benefits maximum of \$2,000.00
- b. Vision
 - No change in current plan (provide vision benefit without premium share without requirement to be enrolled in medical plan).
- c. Life Insurance and AD&D
 - No change in current plan (one and one half times (1½X) annual pay including tips and tokens).
- d. Supplemental Insurance
 - No change in current plan

- For spouse \$50,000/100,000 (subject to carrier availability)
 - For child \$30,000/60,000 (subject to carrier availability)
- e. Long Term Disability
- No change in current plan
- f. Short Term Disability
- No change in current plan
 - Cap of Four Hundred Fifty Dollars (\$450.00) per week.

11.04 Health Benefits Joint Committee. The Employer 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 Associates. 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 Associates.

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 Associates 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 Associates 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 Associates, as agreed upon by the parties, but only if: (a) the average per Associate 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.

11.05. The Employer at its sole discretion may choose to self-insure as to any benefits described herein.

11.06. Domestic Partners. 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 Associate 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 a person who lives with another person of the same gender in a long term relationship of indefinite duration, with an exclusive mutual commitment similar to that of marriage and in which the two persons agree to be financially responsible for each other and have registered with the Employer by submitting an Affidavit of Domestic Partnership and establishing that the two individuals have both resided at the same permanent residence for at least 12 months, are legally and mentally competent to consent to a contract, are not married to or legally separated from anyone else and have not had another Domestic Partner designated in the prior 6 months, are not related by blood in a manner that would bar legal marriage if not of the same gender, are financially interdependent, and have registered as Domestic Partners if residing in a state that provides for such registration.

**ARTICLE 12 –
401(k) RETIREMENT PLAN**

401(k) Enhanced Match & Employer Cents Per Hour Contributions for DCC Associates

12.01. Upon ratification of the second DCC agreement, the Employer 401(k) match was discontinued. In its place, Plan participants received a one (1) time Enhanced Match and Employer Cents Per Hour Contribution. **Associate** elective contributions continue to be available up to the maximum allowed by law

12.02. The Enhanced Match. Those DCC **Associates** who were making 401(k) contributions in the last payroll period (10/12/03) prior to the expiration of the parties' first collective bargaining agreement received the Enhanced Match.

a. The Enhanced Match pool was equal to the sum of the following three (3) amounts:

1. The 2003 annualized employer match contributions to the 401(k) accounts of all DCC **Associates** who were making 401(k) contributions in the last payroll period (10/12/03) prior to the expiration of the collective bargaining agreement, whether or not vested; plus
2. The 2003 actual employer match contributions to the 401(k) accounts before 10/12/03 of those DCC **Associates** who made 401(k) contributions during 2003 but not during the 10/12/03 payroll period, whether or not vested; plus
3. The 2003 actual employer match contributions to the 401(k) accounts of those former DCC **Associates** who made 401(k) contributions during 2003 but since terminated their employment, whether or not vested.

b. Allocation of the Enhanced Match. The Enhanced Match was allocated on a proportionate basis among all DCC **Associates** who were making 401(k) contributions in the last payroll period (10/12/03) prior to the expiration of the first collective bargaining agreement, based on the amount of **Associate** deferrals each of them made during 2003 not exceeding 6 percent of compensation.

c. This Enhanced Match vested one hundred percent (100%) for this one (1) time match.

12.03. Employer Cents Per Hour Contribution. The Employer will make contributions on a bi-weekly or weekly basis on behalf of eligible DCC **Associates** based on seniority as follows:

| Seniority | Cents Per Hour Paid From and After October 17, 2011 |
|-------------------|---|
| < 1 Year | 0 cents |
| 1 year < 3 years | 60 cents |
| 3 years < 5 years | 70 cents |
| 5 years and up | 80 cents |

- a. The Employer Cents Per Hour Contributions will vest fifty percent (50%) after two (2) years of service and one hundred percent (100%) after three (3) years of service.

12.04. Plan Design. Unless otherwise specified, the 401(k) plan will be a mirror of the existing plan, including the “pay as you go” feature, except as otherwise may be agreed upon by the parties.

ARTICLE 13 – DEPENDENT CARE AND WORK-LIFE

13.01. Dependent Care. MotorCity shall provide a dependent care subsidy to assist working Associates with the expenses associated with care of their children and other legal dependents (as defined by the Internal Revenue Service). The dependent care subsidy provided shall be up to Forty-Five Dollars (\$45.00) per week per Associate in each year of this Agreement and shall be subject to the following guidelines:

a. Associates shall be eligible for this benefit beginning the first day of the month following six (6) months of continuous full-time employment.

b. The person(s) for whom the subsidy is claimed must be a child(ren) under the age of thirteen (13) or other legal dependent(s) as stated on the Associate's federal tax return. Proof of the federal income tax deduction on an Associate's most recent federal tax return shall be required.

c. If the dependent is a child under the age of thirteen (13), the dependent care may be provided in the Associate's home by a babysitter, in the home of the babysitter, or outside of the Associate's home, such as a daycare center.

d. The dependent care subsidy shall be paid if the dependent care is necessary to enable a single Associate to remain employed or if the dependent care subsidy is necessary to enable both an Associate and his/her spouse to remain employed. In such circumstance, both the Associate and his/her spouse must be working on the same or overlapping shifts for the Associate 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 Associate is on an approved leave of absence.

13.02. Associates are required to apply for the dependent care subsidy through the Human Resources Department. Associates applying for this benefit will be asked to provide documentation to verify that the dependent is being cared for as required by the Internal Revenue Service and, for a child, 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 Associates 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 Associates. The parties shall work jointly on this project. The cost of the Needs Assessment will not exceed Twenty-Eight Thousand Dollars (\$28,000.00)

b. MotorCity will continue to provide a Worklife Resource and Referral service so long as the cost does not exceed Twenty-One Dollars (\$21.00) per Associate per year.

ARTICLE 14 – LEAVES OF ABSENCE

Leaves of absence without pay for reasons including bona fide illnesses, on-the-job injuries or personal reasons shall be granted to Associates in accordance with the provisions of this Article after successful completion of their introductory period. The term of any leave covered by this Article may be extended by the written mutual agreement of the parties. The circumstances and conditions of a leave request will be stated on the appropriate leave of absence request 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. Specific Leaves of Absence.

a. Medical Leave. A medical leave of absence will be granted to an Associate due to illness or injury, according to the following guidelines:

1. An Associate who is unable to work as a result of a job-incurred injury shall be granted a leave of absence until such time as he/she is able to return to work.
2. A medical leave of absence will not exceed the lesser of time worked or one (1) year. An Associate who exceeds the one (1) year medical leave of absence shall be placed on Inactive Status. In the event the Associate is able to return to work within his/her Inactive Status Period as set forth in Section 14.10(c) below, the Associate may return to work with seniority accumulated at the time of being placed on Inactive Status.
3. The Employer may require medical evidence prior to approving a medical leave for any length of time. In the event there is a disagreement about eligibility for a medical leave there shall be an exam conducted by a jointly selected impartial medical examiner. The Employer shall pay for such opinion, which shall be binding on both parties.
4. The Employer will continue to provide medical insurance coverage for eligible Associates for up to twelve (12) weeks while on an approved medical leave of absence in accordance with the requirements of the FMLA. An Associate not eligible for FMLA leave will receive medical benefits until the end of the month following the month the leave began.

b. Illness in the Immediate Family Leave. A leave of absence will be granted to an Associate due to illness in an Associate’s immediate family as defined by the FMLA, according to the following guidelines:

1. The leave will not exceed twenty-six (26) weeks.

2. The leave shall be requested by the Associate as directed by the Human Resources Department with as much advance notice as possible.
3. Proof of illness may be required.
4. The Employer will continue to provide medical insurance coverage for eligible Associates for up to twelve (12) weeks while on an approved leave of absence due to illness in the Associate's immediate family in accordance with the requirements of the FMLA. An Associate not eligible for FMLA leave will receive medical benefits until the end of the month following the month the leave began.

c. Child-Rearing Leave. A child-rearing leave of absence will be granted for the birth and caring of an Associate's child or for the placement of a child with an Associate for adoption, according to the following guidelines:

1. The leave will not exceed twenty-six (26) weeks. Eligibility for a child-rearing leave ends one (1) year after the date of birth or placement of the child.
2. Proof of the birth or adoption may be required.
3. The leave of absence request shall be submitted by the Associate as directed by the Human Resources Department thirty (30) days in advance of the proposed leave commencement, or with as much advance notice as possible.

d. Military Service Leave. A military service leave of absence will be granted to an Associate serving in a branch of the U.S. Military, according to the following guidelines:

1. The leave of absence request shall be submitted by the Associate as directed by the Human Resources Department with thirty (30) days advance notice, unless the Associate is called for emergency active duty.
2. Proof of military duty will be required prior to the approval of such leave being granted.

e. Union Business Leave. A union business leave of absence will be granted for Associates for the purpose of accepting employment with any of the four (4) Labor Unions that comprise the Detroit Casino Council. A Union business leave of absence will be granted according to the following guidelines:

1. The leaves may be granted up to one (1) year. Extension shall not be unreasonably denied.
2. Associates elected or appointed to full-time salaried Union office shall be granted a leave of absence for the period of the term.

3. 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.

f. Political Office Leave. A political office leave of absence will be granted to Associates to run for political office or to hold political office, according to the following guidelines:

1. The leave will not exceed two (2) years.
2. All provisions of a political office leave of absence are subject to the rules and regulations of the Michigan Gaming Control Board.

14.02. Personal Leaves of Absence. Personal leaves of absence without pay may be granted to Associates after successful completion of their Introductory Period, according to the following guidelines:

a. The circumstances and conditions of a personal leave request must be stated on the appropriate leave of absence request form and the form must be submitted to the Human Resources Department.

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 the FMLA.

14.03. An Associate may request, but shall not be required, to use earned/unused vacation days or sick/personal days before beginning an unpaid medical leave for the Associate's own serious health condition, or family care leave for the serious health condition of the Associate's spouse, parent or child.

14.04. Leaves of absence will not be granted to Associates being laid off because of lack of work.

14.05. Leaves of absence will not be granted to probationary and temporary Associates.

14.06. An Associate who enters into gainful employment at another employer while on a leave of absence, unless specifically approved by the Employer in writing, will be terminated.

14.07. An Associate may request an extension of a leave of absence by contacting the Human Resources Department, according to the following procedures:

a. The Human Resource Department will require written justification for the extension.

b. An extension to a leave of absence is not automatic and must be requested and granted in writing.

14.08. Associates on leave of absence will continue to be covered under the Group Health Plan until the end of the month following the month the leave of absence commences, unless otherwise specified in this Article. Associates 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 an Associate upon return from a leave of absence shall be that which is being offered to all other bargaining unit Associates. Benefits will be restored immediately upon return from a leave of absence.

14.09. All leaves of absence require review and approval by the Human Resources Department or its designee.

14.10. Returning from a Leave of Absence.

a. Any Associate returning from a 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 Associate is able to return to work.

b. An Associate 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 Associate is to return to work, without loss of seniority, unless a shift bid occurred during the Associate’s leave of absence. In such situation, the Associate will be returned to work in the position awarded in the bidding process. Benefits will be restored immediately upon return to work from the leave of absence.

c. An Associate who returns to work from Inactive Status will be returned to a job in his/her former classification, which may result in the displacement of the least senior Associate in that job classification. Seniority will accumulate during an approved leave of absence prior to placement on Inactive Status. The following conditions must be met for a former Associate to be eligible for such return to his/her former job classification.

1. Return to work must occur within the lesser of time worked or thirty-six (36) months of being placed on inactive status (“Inactive Status Period”).
2. Intent to return to the Employer must be given in writing within fifteen (15) days from the date on which the Associate is placed on Inactive Status.

ARTICLE 15 – UNIFORMS

15.01. The Employer shall furnish, pay for, and launder or clean uniforms, which Associates are required to wear. Associates may at their own option launder uniforms themselves.

- Employer will provide Associates four (4) pairs of black trousers or, in those areas the Employer authorizes black skirts to be worn, the choice of either four (4) pairs of black trousers or four (4) black skirts, or the combination thereof, upon hire at no charge. Beyond the four (4) initial pairs of trousers or skirts, if applicable, Associates are required to purchase replacements at their own expense. Associates will be charged for replacement or lost uniforms on a pro-rated basis.
- Associates are required to provide their own shoes, socks, and hosiery.
- The Company agrees that it will meet and confer, upon request, with Associates designated by the DCC for the purpose of selecting hosiery and trousers. The Company further agrees to continue its current practice of purchasing hosiery and trousers in bulk and providing them to its Associates at cost. The parties agree to refer issues regarding uniforms, including discussions regarding vendors, to the Labor Management Committee.

15.02. The Employer shall make available a sufficient supply and variety of sizes of uniforms so that Associates will have clean and properly fitting uniforms at all times. A clean uniform shall be furnished to each Associate 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 Associates. Associates must wear the uniforms furnished by the Employer.

15.03. Seasonal uniforms or appropriate 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. Associates are responsible for providing ordinary shoes, so long as a special type is not required.

15.05. The Employer shall not require Associates to make deposits for uniforms or clothing furnished by the Employer. Except for normal wear and tear, Associates shall be responsible for their negligent or careless loss of or damage to uniforms and clothing furnished by the Employer. Associates shall not wear their work uniforms or MotorCity identification badges while patronizing MotorCity as customers.

15.06. Associates who have medical problems with required uniforms will be accommodated by the Employer, with adequate medical documentation if requested.

15.07. Disposition of Uniform Upon Termination of Employment. Upon receiving a MotorCity-provided uniform or uniform component(s), an Associate 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 MotorCity for any reason. In lieu of requiring an Associate to pay a security deposit for a uniform or uniform component(s), an Associate shall be required to sign an authorization form allowing MotorCity to deduct the cost of a uniform or uniform component(s) from the individual's final paycheck, in the event the individual fails to return the uniform or uniform component(s) upon separation from MotorCity.

15.08. If MotorCity requires the purchase of safety shoes or boots or a unique and specialized shoe brand and type, the Associate shall be reimbursed for one (1) pair of such shoes or boots one (1) time per year.

ARTICLE 16 – JURY DUTY OR COURT APPEARANCE

16.01. Jury Duty.

- a. An Associate required to perform jury duty receives his or her straight time rate of pay, less jury fees received. Compensation for jury duty is based on the number of hours the Associate would regularly have worked on those days.
- b. Graveyard shift Associates take off with pay either the night before or the night of their court date. Swing and Day shift Associates may take off with pay the day they are in court.
- c. Associates receiving a jury summons must present the summons to their supervisor immediately. Associates must furnish the Payroll Department with proper written documentation of performed jury duty and fees received.
- d. In the event that the Associate's jury duty service is canceled, every attempt shall be made to ensure the Associate retains his or her 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. An Associate in a non-tipped job classification required to appear in court or at a deposition on behalf of the Employer receives his or her regular straight time hourly rate of pay. An Associate in a tipped job classification required to appear in court or at a deposition on behalf of the Employer receives two-times (2x) his or her regular straight time hourly rate of pay. Graveyard shift Associates take off with pay either the night before or the night of their court or deposition date. Swing and Day shift Associates may take off with pay the day they are in court or at the deposition.
- b. Time spent at administrative hearings, court proceedings, or at a deposition on behalf of the Employer is used for purposes of calculating overtime pay.
- c. If an Associate 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.

ARTICLE 17 – HEALTH AND SAFETY

17.01. The parties recognize the importance of maintaining a healthy and safe working environment. Consequently, the parties commit to strive for a healthier and safer workplace through the involvement of all Associates.

Accordingly, the Employer shall have the obligation to continue to make reasonable provisions for the health and safety of the Associates during the hours of their employment. The Union shall cooperate with the Employer's effort to carry out its obligations.

17.02. Joint Health and Safety Committee.

a. The parties further recognize that efforts directed toward a safe and healthy workplace must represent a fully joint commitment. Therefore, a Joint Health and Safety Committee shall be established. The Joint Committee shall be comprised of no less than eight (8) representatives of the Union and eight (8) members of the Employer. The parties may expand the committee provided that equal representation is maintained. The Union members of the committee shall be appointed by the Detroit Casino Council.

b. The Joint Committee shall be charged with meeting on a monthly basis or more often if mutually agreed, to engage in discussion and planning on issues or concerns related to the health and safety of the workforce.

c. Among those matters appropriate for discussion would be significant developments of a mutual interest in the health and safety fields, changes in the policy revisions, review of accident or incident reports and aggregate health and safety data and procedures to minimize the Associates' exposure to known health and safety hazards. The Committee will agree upon procedures to protect the confidentiality of Associates.

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
- Associate 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.

d. The Joint Health and Safety Committee shall 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.

17.03. Mediation. Mediation shall be implemented according to the following procedures:

a. Selection and Cost. 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. Issue for Mediation. The issue mediated will be the same as the issue the parties failed to resolve through the Joint Health and Safety Committee.

c. Party Spokesperson. The Employer and the Council shall each appoint a principal spokesperson for the Mediation, who may not be an attorney.

d. Authority/Jurisdiction of Mediator. 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. Record of Mediation. 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. Advisory Opinion. Either party may request the Mediator give the party an oral advisory opinion.

g. Written Materials. 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.

17.04. An Associate or a group of Associates who believe there is cause for complaint that the Employer has not made reasonable provision for the Associate's health and safety may either discuss the matter directly with the Associate's supervisor or may take it up with the Associate's Union Representative, who shall discuss the complaint with the Associate's supervisor. Every effort shall be made to settle complaints promptly at this point through discussion.

17.05. The parties agree to provide training for the members of the Health & Safety Committee. The training agenda will be created jointly. The training will be scheduled at least one (1) time per year.

17.06. Blood borne pathogens and communicable disease training will be offered to all Associates.

ARTICLE 18 – TRAINING AND DEVELOPMENT

18.01. The parties recognize that job training is an important tool for promoting the development, success, and advancement of Associates. The parties further recognize that a cooperative training program will provide appropriate training for the classifications of employment covered under this Agreement.

18.02. Associates who successfully complete the Employer’s Training Program 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.

Associates who successfully complete a training program developed under 18.03 below 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.

In both cases, except as otherwise specified in this Agreement, such training programs shall be made available equally to all interested Associates and shall be offered at no cost to the Associates. For purposes of this Section only, “Associate” refers to all MotorCity Associates Employer-wide.

18.03. Joint Labor Management Training Committee.

a. The parties agree to establish a Joint Labor Management Training Committee with representatives from each of the casinos in Detroit represented by the Detroit Casino Council, and representatives from each of the unions of the Detroit Casino Council.

b. The Joint Committee shall be responsible to review and/or develop appropriate training programs mutually beneficial to the parties.

c. The parties further agree to continue to explore the feasibility of establishing a Taft-Hartley Trust Fund program similar to programs in the industry already in existence with HERE and IUOE in other gaming areas.

d. The parties agree to continue to explore local, state, federal, and private grant funding opportunities, as well as funding through the Joint Employment and Procurement Advisory Board. Such external funding shall be considered in any funding discussions should a trust fund program be established.

18.04. Educational Expense Training.

a. MotorCity is committed to assisting Associates in achieving their full career potential and excellence in job performance. MotorCity will provide education and/or professional development assistance to Associates who meet the criteria set forth below.

b. Effective October 17, 2011, regular full-time and part-time Associates who have completed at least six (6) months of continuous service will be eligible for educational financial assistance up to One Thousand Eight Hundred Dollars (\$1,800.00) per semester not to exceed Three Thousand Six Hundred Dollars (\$3,600.00) per year.

c. Associates are not eligible for educational assistance if:

1. They are in receipt of comparable veteran's education benefits, scholarships or other financial aid, except for student loans;
2. They are on a leave of absence, other than a medical leave of absence.
3. Their employment record contains a disciplinary suspension within the three-month period prior to the date of the request.

d. Each Associate will be limited to reimbursement for a maximum of five (5) courses per semester in the amounts set forth herein.

e. Courses of study must be work related, or a prerequisite to a course of study related either to the Associate's current position or for development at MotorCity. All courses must be from an accredited learning institution.

f. At least two (2) weeks prior to the start of the class, the Associate must submit a completed "Tuition Assistance" form to the Training Department, which will verify eligibility.

1. The Training Department must verify that the course is work related and directly relates to the Associate's current position or a probable future position.
2. Forms can be obtained from the Training Department.

g. The Training Department will notify the Associate if the course is approved or denied.

h. Associates 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 Associate must show proof of enrollment and grades to be reimbursed for tuition, lab fees and textbooks.

j. It is the Associate's responsibility to submit all necessary documentation (fees, receipts, transcripts, report cards and proof of course completion) to the Training Department 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. Associates must meet the same eligibility criteria at the time of completion of the course as they did when they applied;
 3. Associates can pick up their check at the Training Department two weeks after submission of the required documentation;
 4. If an Associate is separated from the Employer before completion of the course, or after completion but before reimbursement is received, reimbursement will be voided. Associates are encouraged to share proof of course completion with their Manager.
- k. Documentation of course completion is included in the Associate's employment record.
- l. Classes must be scheduled outside the Associate's regular work hours.

18.05. Seminars and/or Conference Reimbursement.

- a. Full-time Associates who have successfully completed their Introductory Period are eligible to attend professional development seminars/conferences, in accordance with the following:
1. The Director of the Department must pre-approve in writing seminars and conferences;
 2. The Associate'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 Associate's employment record.
- b. The Director of Human Resources must approve exceptions to this policy.

18.06. GED's or Degree of High School Equivalency.

- a. Associates who have not completed high school and received a degree are encouraged to complete their GED where applicable. Associates taking GED classes will be eligible for tuition reimbursement under the tuition reimbursement guidelines set forth herein.
- b. MotorCity will give a bonus of Five Hundred Dollars (\$500.00) to any Associate who does not currently have a High School Diploma who enters and completes a GED program to obtain a high school equivalency degree. The bonus will be credited against the Associate's annual tuition reimbursement allotment.

1. Current Programs must be approved by MotorCity;
2. The completed degree must be brought in for proof with registration papers that show enrollment and issuance of the degree.

18.07. When Associates take courses as specifically required in trainee or apprenticeship programs, the expense will be reimbursed through the Tuition Assistance Program.

ARTICLE 19 – ASSOCIATE ASSISTANCE PROGRAM (“AAP”)

MotorCity Casino and the Detroit Casino Council hereby express their determination to work jointly to combat personal problems including substance abuse, problem gaming, and improving mental health among MotorCity Associates and their families.

Alcoholism and drug dependency are recognized by medical, public health authorities, MotorCity Casino and the Detroit Casino Council as diseases. These diseases can impair Associates' 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, MotorCity Casino and the Detroit Casino Council 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 Associates 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 Associates to take advantage of Associate Assistance Program (“AAP”) services;
3. Assure confidentiality in working with Associates;
4. Assist in developing educational and informational materials to use at the workplace.

I. Objectives.

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

MotorCity Casino and the Detroit Casino Council acknowledge that neither management nor the union working alone can always provide the level of motivation required by Associates experiencing personal problems. As a result, joint efforts are imperative in encouraging the individuals to seek AAP services, as needed, to respond successfully to treatment, and to maintain a resolve to avoid further personal problems.

II. Guidelines.

As soon as reasonably possible, an Advisory AAP Team (“Team”) will be formed to facilitate the joint efforts. The Team will be comprised of five (5) representatives from MotorCity Casino and five (5) representatives from the Detroit Casino Council. The Team will meet quarterly for the purpose of developing workplace education, and to provide direction and consultation regarding the program. Associates who participate in the Team are required to undergo forty (40) hours of training upon the implementation of the Advisory AAP Team, and twenty-four (24) hours of training per year for the duration of the contract term. Associates will be compensated for such training and for up to two (2) hours per quarter for Team meetings.

III. Associate Assistance Program Administration.

Among the responsibilities of the ten (10) member Team are to:

1. Help Associates understand that they may consult on a confidential basis with the AAP vendor concerning the Associate’s problem.
2. Work with the AAP vendor to establish and maintain active after care and follow-up programs. The Team should help Associates understand the therapeutic benefits of self-help groups and encourage such participation.

IV. Acknowledgement.

MotorCity Casino and the Detroit Casino Council 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 Dispute Resolution procedure set forth in Article 23.
2. During or following treatment the Associate should not expect any special privileges or exemptions from standard personnel practices; and
3. When an Associate 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 Associate has voluntarily submitted to such treatment, a leave of absence may be granted pursuant to Article 14 of this Collective Bargaining Agreement and the Associate will be eligible for benefits in accordance with Article 14 (Leave of Absence).

4. An Associate who is not working due to participation in AAP services shall retain and accrue seniority and its related privileges in accordance with the collective bargaining agreement between the parties.

V. Additional Understandings.

During the course of these negotiations, the parties held extensive discussions over a wide range of AAP subjects. The following represents the highlights of those discussions and the commitments 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 AAP vendor to develop a comprehensive education and training program directed at all levels of management, the union, and the work force.
2. AAP will maintain appropriate standards of performance measured against the objective models identified by the Team and the AAP vendor.
3. AAP will provide Critical Incident Response service to Associates 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.

VI. Special AAP 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 Associate:

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 AAP vendor/provider.
2. Mandatory completion of an aftercare plan which might include Antabuse recommended by a treatment facility and monitored by the AAP vendor.
3. Mandatory cooperation in follow-up and monitoring for a period of time specified by the AAP 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 nor 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 Associate are considered contractually binding and non-compliance could result in disciplinary action up to and including discharge. The Associate'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 bargaining unit representative and Associate Relations.

VII. Confidentiality.

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

VIII. Michigan Gaming Control Board.

All provisions of this Article 19 are subject to the rules and regulations of the Michigan Gaming Control Board.

ARTICLE 20 – GAMING LICENSES

MotorCity will provide financial assistance to Associates for obtaining their Michigan Gaming Control Board (“MGCB”) occupational licenses according to the following guidelines:

a. MotorCity will continue to pay the application fee for the MGCB license. MotorCity will continue to deduct the cost of the application fee from the Associate’s paycheck(s). MotorCity will reimburse the Associate for the application fee after the Associate has completed his/her initial one thousand forty (1,040) hours of paid work.

b. Upon notice to MotorCity of the issuance of the MGCB license, MotorCity will pay the license fee. MotorCity will pay the license fee directly. MotorCity will deduct the cost of the license from the Associate’s paycheck(s). MotorCity will reimburse the Associate for the license fee after the Associate has completed his/her initial one thousand forty (1,040) hours of paid work.

c. The Employer will also pay the Associate’s license renewal fee directly.

d. The Employer will continue its practice of permitting payroll deductions for lost MGCB badge replacement fees.

ARTICLE 21 – DRUG TESTING

21.01. The Employer shall have the right to test for drugs and/or alcohol usage subject to the following conditions:

- a. In the event reasonable cause exists to indicate that the Associate 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 Associate involved may be tested only if reasonable cause exists to indicate that the Associate 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;
- d. The Employer shall pay for the cost of the examination, and the Associate shall be paid for all time required for the examination;
- 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 Associate is suspended pending an investigation and after the drug/alcohol testing the Associate’s tests are negative the Associate 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. No Associate, after having completed the introductory period, shall be disciplined and/or discharged except for just cause. The Employer shall follow a system of progressive discipline. The parties agree that progressive discipline normally requires, prior to suspension or discharge, that an Associate be given a written opportunity to correct the deficiency, but that within the principle of progressive discipline, the Employer may impose immediate suspension or discharge for just cause for dishonesty, incompetence, misconduct, insubordination, serious discourteous conduct toward a guest, failure to report to work without just cause, walking off the job during a shift, or drinking alcohol or use of controlled substance, or being under the influence thereof, during the Associates shift.

b. When an Associate who has completed the introductory period is disciplined and/or discharged, the reason therefore will be given to the Associate in writing. When an Associate is suspended or discharged, copies of the written notice to the Associate will be sent to the Union within seventy-two (72) hours of the discharge. Upon request by the Union, legible copies of all documents 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 Associates must specify the events or actions for which the warning notice is issued. Warning notices shall be issued to Associates 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 Associate. The Associate 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. Time of Discharge. Both the Employer and the Associates will approach the disciplinary process in a professional and respectful manner. No Associate shall be discharged on a day off or while on vacation.

22.04. Disciplinary suspensions, warning notices, written customer complaints, and reports of outside non-governmental agencies or of the Employer's own security force concerning the conduct of an Associate shall become null and void twelve (12) months after the date of issuance and may not thereafter be used as a basis for or in support of any subsequent discharge or disciplinary action. Nothing contained in this section shall preclude the use of information contained in an Associate's personnel file in any administrative or judicial proceeding.

22.05. Upon an Associate's request, a Council representative will be present at an interview, investigation or meeting regarding disciplinary action. MotorCity will not require or request an Associate to resign, or to sign a confession or statement concerning his/her conduct, unless the Associate is first given an opportunity to have a Council representative present and the Council representative appears without undue delay.

22.06. The Union shall have the sole right to take a suspension and/or discharge as a grievance to the third step 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 Associate and the Union with available documentation of the required action.

22.08. Upon request, an Associate may arrange an appointment with the Human Resource office to review his or her personnel file. The Associate must provide reasonable notice of this request, and must engage in the review when he or she is not scheduled to work. The Associate may add a rebuttal statement to the file, and may have a copy of the file.

22.09. When suspensions are imposed, the suspension shall begin immediately following the decision to discipline and shall be for consecutive days.

22.10. The Employer shall not suspend an Associate without pay pending investigation for a period in excess of five (5) working days (four (4) working days for an Associate working ten (10) hour shifts) unless the matter is under investigation by the Michigan Gaming Control Board or another government agency.

22.11. The parties discussed concerns raised by the Union regarding multiple personnel files and the Employer's ability to use information contained in personnel files for disciplinary purposes. The Employer agrees that there will be one (1) official personnel file located in the Human Resources Department. An Associate wishing to review his or her personnel file must complete a "Request to Review Personnel File Form." An Associate may review his/her personnel file two (2) times per year in a manner consistent with applicable law. The Employer shall provide the Associate with a hard copy of the file within seventy-two (72) hours of receipt of the completed form. The cost of copying the file the second time shall be borne by the Associate, who shall authorize a payroll deduction for that purpose.

22.12. The Employer and the DCC shall meet on a regular basis upon request for the purpose of discussing absenteeism issues.

ARTICLE 23 – GRIEVANCE PROCEDURE

23.01. Grievances. The Employer and the Council agree that Associates should attempt to resolve issues or concerns with their supervisor prior to initiating the Agreement’s grievance procedure. The parties also recognize the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations. To this end, the parties shall make a sincere and determined effort to settle meritorious grievances promptly through discussion. **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.** The parties agree to utilize the following procedures for resolving the grievances of Associates that are not resolved through consultation with their supervisor:

a. Step I. As promptly as possible, but not more than fifteen (15) calendar days after the occurrence of the event giving rise to the grievance, or within fifteen (15) calendar days of the time the Associate or the Council reasonably could have acquired knowledge of the event, the Associate will give written notice on the form provided of the nature and basis for the grievance. Within seven (7) calendar days after notification, the Associate shall meet with his or her supervisor to discuss the grievance. If the Associate desires representation, he or she may request assistance from a Union Steward and/or Council Representative. A Human Resources representative may participate at this meeting.

b. Step II. If the issue is not resolved at Step I, the Associate shall meet, within seven (7) calendar days of the Step I meeting, with the Department Manager or the **Department Manager’s** designee to resolve the issue. A Human Resources representative and Union Steward and/or Council Representative may participate in the meeting. The management representative shall respond to the Associate’s grievance within seven (7) calendar days of the Step II meeting.

c. Step III. If the issue is not resolved at Step II, the Associate and **Department Manager or Department Manager’s** designee shall meet, within seven (7) calendar days of the Step II meeting, with the Director **or VP** of the Department or **that person’s** designee to resolve the issue. A Human Resources representative and Council Representative and/or Union Steward may participate in the meeting. The **Employer** shall respond to the Associate’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 **Director or Senior VP of** Human Resources and the Council 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 **Director or Senior VP of** Human Resources and the Council Representative.

23.02. Mediation.

a. If a grievance is not resolved pursuant to the grievance procedure set forth in Section 23.01, either party may submit the grievance to nonbinding mediation within ten (10) calendar days of the **Employer’s** decision under Step III of Section 23.01.

b. Mediation shall be scheduled as soon as reasonably possible, provided, however, either party may refuse to proceed with mediation upon giving written Notice of Refusal to Proceed within ten (10) calendar days of the other party's submission to mediation as provided in Section 23.02 (a). In the event of a Notice of Refusal to Proceed, the grievance may be submitted to arbitration as provided in Section 23.03 within ten (10) calendar days of the receipt of the Notice of Refusal to Proceed.

23.03. Arbitration.

a. Expedited Arbitration. If a grievance is not resolved pursuant to the grievance procedure set forth in Sections 23.01 or 23.02, either party may submit a discipline and/or discharge matter to Expedited Arbitration, within ten (10) calendar days of the **Employer's** decision under Step III of Section 23.01, receipt of the Notice of Refusal to Proceed or the mediation decision as pursuant to Section 23.02.

1. The arbitrator shall be selected through **the selection process in Section 23.03.c.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 pursuant to Section 23.03.c.5.**
3. The arbitrator shall render the decision orally **(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 (1) 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.

b. Formal Arbitration. If a grievance involves an issue of contract interpretation, **discipline, or discharge that, in each case,** is not resolved pursuant to the grievance procedure set forth in Section 23.01 or 23.02 **(and is not processed under Section 23.03.a), then** either party may submit the matter to final and binding arbitration within ten (10) calendar days of the **Employer's** decision under Step III of Section 23.01, receipt of the Notice of Refusal to Proceed or the mediation decision pursuant to Section 23.02.

1. Representatives of 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.c.5 below.**

c. 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 Associate(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.a, 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. Mitigation of Damages. If an Associate is separated by the Employer, and the Associate disputes that his/her separation was not for just cause, the Associate must mitigate any potential damages the Employer may eventually owe that Associate.

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.

23.07. The parties agree to explore alternative dispute resolution methods such as mediation, arbitration panels, umpires, etc.

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 an Associate’s temporary or permanent gaming license, such action shall constitute an irrebuttable presumption of just cause for discharge and the Associate can no longer be employed at MotorCity. If the Associate appeals the Board’s action, MotorCity is not responsible for continuing to employ the Associate during any stage of the appeal process.

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

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

Notwithstanding the foregoing, if the Board’s action is reversed through the appeals process because of MotorCity’s unreasonable conduct in light of all circumstances, then MotorCity shall be responsible for back pay, reinstatement to the Associate’s former or a comparable position, and for making the Associate whole with regard to seniority and vacation credit. Any dispute about back pay may be submitted to arbitration pursuant to the Grievance Procedure in this Agreement.

24.03. Discipline.

a. Under circumstances where an Associate violates an Employer policy implemented in response to the Michigan Gaming Law, the Associate’s violation of which may subject the Employer to a fine or other negative action, the Employer has the right to discipline the Associate in accordance with the progressive discipline system set forth in Article 22 (Discipline Article).

b. After investigation, Associates determined to be responsible for variances or other violations of the internal control system resulting in the Employer’s liability pursuant to the Michigan Gaming Law, will be subject to progressive discipline under Article 22 (Discipline Article).

c. Nothing in this section is intended to limit MotorCity’s rights under Article 22 (Discipline Article) to apply progressive 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 Associates covered by this Agreement as well as the mere presence of Associates on MotorCity's property, will provide them with access to certain information concerning the Employer, its guests and its operations, the Associates 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 Associates 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 AND RESPONSIBILITIES

26.01. Right to Manage. Both parties agree that the Employer has the right to manage, direct, plan and control its business and its operations, including matters that are not covered by this Agreement. These rights include, but are not limited to: the right to cross-utilize Associates property-wide; reprimand, suspend or separate Associates; to determine the duties of Associates to be employed and to direct the working force; to assign work as needed; to determine the number of Associates 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 Associates; and to introduce or establish new equipment, 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 Posting. The Employer may establish and administer reasonable rules, regulations and procedures governing the conduct of Associates, 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 Associates affected thereby, and business representatives of the Council and its member Unions, may have an opportunity to become familiar with them. The Associate 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 disciplinary rule changes. Upon the Union's request, the parties shall meet and discuss the same. The Employer can implement the changed disciplinary rules in the event that such discussions have not concluded and/or issues or objections are not resolved. 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. Union Shop. 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 Associates 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 Associates covered by this Agreement shall, on or after the 30th day following the Associate'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. Indemnification. 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, or one of the Unions comprising the Council**, in accordance with the provisions of this Article.

27.03. Enforcement Mechanism. The Employer shall provide the Associate with the **appropriate union dues deduction card at the time the Associate is hired. The Employer shall provide on a bi-weekly basis to each of the unions comprising the DCC an appropriate list of all Associates hired, transferred or promoted into that union's jurisdiction.** Within fifteen (15) days after receipt of written notice from the Union that any Associate 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 Associate.

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 Associates who have voluntarily authorized such deductions in writing as provided in Section 28.02. Such dues **or fees** shall be limited to amounts properly levied by the Detroit Casino Council, or the Unions comprising the Council.

28.02. The Authorizations are attached as Exhibits II-V.

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 Associate 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 Associate with the appropriate Union dues deduction card at the time the Associate is hired. Questions from Associates 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 Associates who have returned to work after authorized leave of absence, and in the event of an arrearage, upon receiving notice from the Council of an Associate'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 Associates 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 Associate (prior to the fifteenth [15th] of the month) for the month the dues are being paid.

28.09. Any Associates 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 Council shall be permitted to visit the Employer's establishment for the purpose of communicating with Associates and appropriate supervisors regarding Council business and collecting Union dues, assessments and initiation fees. Such visits shall not unreasonably interfere with the conduct of the Employer's business, or with the performance of work by Associates 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 Council agrees that it shall comply with all applicable rules and regulations or directives, 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 Council may select a reasonable number of Union Stewards from among the Associates. The Council is responsible for notifying the Employer, in writing, as to the names of the Union Stewards, their jurisdictions, and keeping the Employer apprised of any changes. Union Stewards may act as Union representatives, assist Union representatives in proceedings under Article 23 (Grievance Procedure), and engage in discussions with the Employer's designated representatives of questions or concerns regarding the Employer's work practices or procedures. A Union Steward must undergo a joint training program in communications and conflict resolution.

29.03. The Employer shall allow the designated Union Stewards a reasonable amount of time during normal working hours, without loss of regular pay, for the purpose of performing their designated grievance procedure functions in their respective areas on the premises of the Employer. The Union Steward's activities may not interfere with regular business operations. Union Stewards shall be permitted reasonable access to the members they represent. The Union 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. The Union Steward shall indicate in a manner prescribed by the Employer time spent engaging in such activities. Such time off from work shall only be taken when the matter reasonably cannot be handled during non-working time and shall not interfere with the operation of the business. Union stewards and representatives shall be excused from work to attend Union meetings without pay upon reasonable notice to the Employer. Associates will be provided with the Steward of the Associate's choice upon request, provided the Steward of choice is working and available at the time of the request.

29.04. To permit the Council to properly and efficiently carry out its responsibilities, the Employer shall provide the following information in electronic format mutually agreed upon to the Council:

a. The Employer shall provide on a bi-weekly basis to each of the four (4) unions comprising the DCC an appropriate list of all Associates hired into, transferred or promoted into that union's jurisdiction during the preceding period, including each Associate's name, social security number, address, phone number, department, job title, hire date, sex and date of birth.

b. By the tenth (10th) day of each month, a list of all bargaining unit Associates terminated, placed on leave of absence or transferred out of the bargaining unit, and of all Associates transferred into the bargaining unit during the preceding month including each Associate'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 Associates in the bargaining unit, including each Associate's name, social security number, department, job title, address, phone number, date of birth, date of hire and sex. This report shall be in computer-readable electronic form in an agreed upon format.

29.05. All Associates 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 Associates who will be involved in the orientation, including each Associate'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 Associates as to the need for or the desirability of Union membership.

**ARTICLE 30 –
DETROIT CASINO COUNCIL BUTTONS**

30.01. Associates 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 Associates, in the following form:

I hereby authorize the Employer to deduct from my pay the sum of \$_____ per month and to forward that amount to the _____. This authorization is signed voluntarily and with the understanding that the _____ will use this money to make political contributions and expenditures in connection with Federal elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Treasurer, _____, 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 .01 above will be modified accordingly.

31.03. The political contribution deduction shall be made once each month during which an Associate 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 Union Designee, accompanied by a form stating the name, social security number, and address of each Associate 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 bargaining unit Associates or any reduction of hours of work for bargaining unit Associates, 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 reasonably, economically and expeditiously be performed by bargaining unit Associates;
- b. Contract for the renovation, reconstruction or restoration of the Employer's property, buildings or fixtures;
- c. Have work performed pursuant to warranty; and
- d. Enter into contracts for the purchase of prepared food or baked goods.

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 bargaining unit Associates and so long as no Employer operated fine dining outlet is permanently closed or has its hours and menu substantially curtailed.

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 MotorCity Associates covered by this Agreement.

ARTICLE 33 – NO STRIKE OR LOCKOUT

33.01. The Employer and the Union agree that excellent service and the enjoyment and entertainment of Guests, is an essential goal of MotorCity and its Associates. To that end, the parties agree that this labor Agreement provides for appropriate dispute resolution methods. Therefore, the Employer will not lock out Associates during the term of this Agreement, nor will the Detroit Casino Council, the Unions that are part of the Council, or Associates 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 Guests 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 Council'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 of the parent corporation.

ARTICLE 34 – OWNERS AND SUCCESSORS

34.01. Ownership. This Agreement shall cover all Associates employed in classifications listed in Exhibit I in casino operations within the jurisdiction of the Council, 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 Council 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 Associates covered by this Agreement. In addition, the Employer shall be responsible for accrued vacation payments for each Associate 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 Council.

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**.

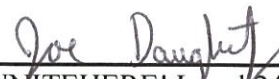
In WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 14 day of MARCH, 2025, in Wayne County, State of Michigan.

FOR THE EMPLOYER:



Detroit Entertainment, L.L.C. dba
MotorCity Casino Hotel

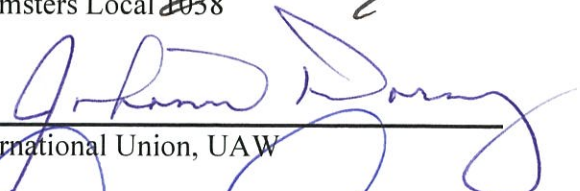
FOR THE DETROIT CASINO COUNCIL:



UNITEHERE! Local 24




Teamsters Local 1038



International Union, UAW



UAW, Local 7777



International Union of Operating
Engineers, Local 324

DETROIT CASINO COUNCIL NEGOTIATING COMMITTEE

| |
|--|
| Teamsters Local 1038 |
| <i>Charlotte Davenport</i> |
| <i>Anthony Friend</i> |
| <i>Shataya Thompson</i> |
| International Union of Operating Engineers, Local 324 |
| <i>Michael Gorecki</i> |
| <i>Kenneth Rogers</i> |
| United Auto Workers |
| <i>LaDonna Anderson</i> |
| <i>Michelle Dedmon</i> |
| <i>Daniel Kelsaw</i> |
| <i>Dewayne Miller</i> |
| <i>Dorothy Rice-Smith</i> |
| <i>Terri Sykes</i> |
| <i>Raymond Wisniewski</i> |
| UNITEHERE! Local 24 |
| <i>Latisha Battle</i> |
| <i>Ulyssis Bryant</i> |
| <i>Donyale Burris</i> |
| <i>James David</i> |
| <i>Ralpheal Dixon</i> |
| <i>Allison Grubba</i> |
| <i>Freddie Henry</i> |
| <i>Willie Jones</i> |
| <i>Edward Lindsey</i> |
| <i>Chyna Minion</i> |
| <i>Michael Roscoe</i> |
| <i>Tyjuanese Taylor</i> |

APPENDIX 1 – HAP INTRODUCTORY PLAN (EPO) PLAN SCHEDULE OF BENEFITS

This Summary of Benefits³ is designed to provide an overview of the HAP/ASR EPO Plan and is subject to the terms and conditions of the contractual agreements with Administration Systems Research Corporation International (“ASR”). In cases of conflict between this summary and those agreements, the terms and conditions of the agreements govern. This program is a managed care program that utilizes the HAP/ASR network of health care providers, through which the Subscriber and Dependents can receive services at the In-Network level of benefits through those network providers. There are no referral or PCP requirements in network. There are no Out-of-Network benefits. HAP/ASR EPO Subscribers and Dependents who do not seek services through a network provider will have no covered medical services. MotorCity may have determined that your benefit plan may or may not be grandfathered under health care reform legislation. If you have questions regarding grandfathering, please check with the Human Resources Department.

| HEALTHCARE SERVICES | IN-NETWORK | LIMITATIONS |
|---|---------------------------------|---|
| Benefit Period | Plan Year (Fiscal) | |
| Annual Deductibles | \$250 Individual | Deductibles do not include Copays |
| | \$500 Family | |
| Co-Insurance Maximums | \$0 Individual | Co-insurance Maximums do not include deductibles and Copays |
| | \$0 Family | |
| Preventive Services | (No annual dollar limit) | Preventive Services are not subject to the deductible |
| Preventive Office Visits | Covered | |
| Periodic Physical Exams Office Visit | Covered | |
| Well Baby Office Visit | Covered | Covered up to 24 months |
| Immunizations | Covered | |
| Routine Eye and hearing Exams Office Visit | Covered | |
| Related Lab Tests and X-Rays | Covered | |
| Pap Smears and Mammograms | Covered | |
| Outpatient & Physician Services | | |
| Personal Care Office Visit | \$20 Copay | |
| Specialty Physician Office Visit | \$20 Copay | |
| Gynecology Office Visit | \$20 Copay | |
| Allergy Testing and Injections | Plan pays 100% after deductible | |
| Other Injections | Plan pays 100% after deductible | |
| Lab Tests & X-Rays | Plan pays 100% after deductible | |
| Dialysis | Plan pays 100% after deductible | |
| Chiropractic Visit & Related Services | \$20 copay | Manipulation of the spine for subluxation only – 20 visits per benefit year |
| Outpatient Surgery & Related Services | Plan pays 100% after deductible | |
| Radiation/Chemotherapy | Plan pays 100% after deductible | |
| Eye Exam Office Visit | \$20 copay | |
| Audiology Exam Office Visit | \$20 copay | |
| Emergency Services | | |
| Emergency Room Services | \$250 copay | Copay will be waived if admitted |
| Urgent Care Facility Services | \$30 copay | |
| Emergency Ambulance Services | Covered | Emergency transport only |
| Inpatient Hospital Services | | Deductibles do not include Copay. Unlimited days of care |
| Semi-Private Room | Plan pays 100% after deductible | |
| Intensive, Cardiac and Other Specialty Units as necessary | Plan pays 100% after deductible | Admissions require ASR to be notified within 48 hours of admission. Failure to notify ASR within 48 hours could result in a penalty. The penalty does not |

³ This Summary of Benefits is from the 2015 CBA. For the current CBA, “HAP/ASR” means Health Alliance Plan of Michigan (“HAP”) and “contractual agreements” means the contracts with HAP through its subsidiary Allied Health and Life Insurance Company. Updated coverage summary information can be found by accessing the Employer’s online benefits portal (currently <https://motorcitycasino.wl.alight.com>).

| | | |
|---------------------------------------|---------------------------------|---|
| | | apply to the total out-of-pocket limits. This penalty is imposed for each incidence of non-compliance. |
| Related Therapy Services | Plan pays 100% after deductible | |
| Surgery and Related Services | Plan pays 100% after deductible | Some services require precertification* |
| Related Lab Tests and X-Rays | Plan pays 100% after deductible | |
| Physician/Professional Services | Plan pays 100% after deductible | |
| Precertification Penalty | | If precertification procedures are not followed, inpatient benefits will be subject to a \$250 penalty and outpatient benefits will be subject to a 50% penalty up to a maximum of \$250. The penalty does not apply to the total out of pocket limits. This penalty is imposed for each incidence of non-compliance. |
| HEALTHCARE SERVICES | IN-NETWORK | LIMITATIONS |
| Maternity Services | | |
| Outpatient Pre- and Post-natal Visits | \$20 copay | |
| Labor, Delivery and Newborn Care | Plan pays 100% after deductible | Covered for Subscriber and/or Spouse only |
| Ancillary Services | | |
| Home Health Care | Plan pays 100% after deductible | The number of visits for Medically Necessary home health care shall not exceed 100 visits per Benefit Period. Does not include PT/OT/ST. See PT/OT/ST coverage. |
| Hospice Care | Plan pays 100% after deductible | Up to 210 days per lifetime |
| Physical Therapy | \$20 copay | Up to 60 combined visits per benefit year – May be rendered at home |
| Speech Therapy | \$20 copay | |
| Occupational Therapy | \$20 copay | |
| Durable Medical Equipment (DME) | Plan pays 100% after deductible | Must be an approved piece of equipment based on ASR guidelines |
| Prosthetics and Orthotics | Plan pays 100% after deductible | Must be an approved piece of equipment based on ASR guidelines |
| Skilled Nursing Facility | Plan pays 100% after deductible | Up to 100 days per benefit year |
| Mental Health Services | | Services can be directly accessed by calling Coordinated Behavioral Health Management at 1-800-444-5755 |
| Inpatient Services | Plan pays 100% after deductible | Covered as medically necessary |
| Outpatient Services | \$20 copay | Covered as medically necessary |
| Chemical Dependency Services | | Services can be directly accessed by calling Coordinated Behavioral Health Management at 1-800-444-5755 |
| Inpatient Services | Plan pays 100% after deductible | Covered as medically necessary |
| Outpatient Services | \$20 copay | Covered as medically necessary |
| Transplant Services | | |
| Organ Transplant and Related Services | Plan pays 100% after deductible | |
| Voluntary Sterilization | Plan pays 100% after deductible | Any procedure (including vasectomy and tubal ligation) whose sole intent is to prevent conception. |
| Voluntary Termination of Pregnancy | Plan pays 100% after deductible | Voluntary abortions performed during first trimester only. Limited to 1 episode within a 24 month period. Covered for Subscriber and/or Spouse only. |
| Hearing Aid Hardware | Plan pays 100% after deductible | Covered for conventional hearing aids |
| Infertility Services | Plan pays 100% after deductible | Any services rendered with the sole intent to induce conception to an individual with the inability to produce offspring. Limited to aggregate amount of \$3,000 per subscriber and/or spouse per lifetime. Does not include coverage for infertility drugs. |

**APPENDIX 2 –
HAP/ASR TRADITIONAL PLAN
(EPO) PLAN SCHEDULE OF BENEFITS**

This Summary of Benefits⁴ is designed to provide an overview of the HAP/ASR EPO Plan and is subject to the terms and conditions of the contractual agreements with Administration Systems Research Corporation International (“ASR”). In cases of conflict between this summary and those agreements, the terms and conditions of the agreements govern. This program is a managed care program that utilizes the HAP/ASR network of health care providers, through which the Subscriber and Dependents can receive services at the In-Network level of benefits through those network providers. There are no referral or PCP requirements in network. There are no Out-of-Network benefits. HAP/ASR EPO Subscribers and Dependents who do not seek services through a network provider will have no covered medical services. MotorCity may have determined that your benefit plan may or may not be grandfathered under health care reform legislation. If you have questions regarding grandfathering, please check with the Human Resources Department. Dependents who are Students may receive select services at the in-network level of coverage with prior authorization from the HAP/AHL Student Coordinator who may be contacted at (313) 664-8950.

| HEALTHCARE SERVICES | IN-NETWORK | LIMITATIONS |
|--|----------------------------------|---|
| Benefit Period | Plan Year (Fiscal) | |
| Annual Deductibles | \$250 Individual \$500 Family | Deductibles do not include Copays |
| Co-Insurance Maximums | \$0 Individual \$0 Family | Co-insurance Maximums do not include deductibles and Copays |
| Preventive Services | (No annual dollar limit) | Preventive Services are not subject to the deductible |
| Preventive Office Visits | Covered | |
| Periodic Physical Exams Office Visit | Covered | |
| Well Baby Office Visit | Covered | Covered up to 24 months |
| Immunizations | Covered | |
| Routine Eye and hearing Exams Office Visit | Covered | |
| Related Lab Tests and X-Rays | Covered | |
| Pap Smears and Mammograms | Covered | |
| Outpatient & Physician Services | | |
| Personal Care Office Visit | \$20 Copay | |
| Specialty Physician Office Visit | \$20 Copay | |
| Gynecology Office Visit | \$20 Copay | |
| Allergy Testing and Injections | Plan pays 100% after deductible | |
| Other Injections | Plan pays 100% after deductible | |
| Lab Tests & X-Rays | Plan pays 100% after deductible | |
| Dialysis | Plan pays 100% after deductible | |
| Chiropractic Visit & Related Services | \$20 copay | Manipulation of the spine for subluxation only – 20 visits per benefit year |
| Outpatient Surgery & Related Services | Plan pays 100% after deductible | |
| Radiation/Chemotherapy | Plan pays 100% after deductible | |
| Eye Exam Office Visit | \$20 copay | |
| Audiology Exam Office Visit | \$20 copay | |
| Emergency Services | | |
| Emergency Room Services | \$250 copay | Copay will be waived if admitted |
| Urgent Care Facility Services | \$20 copay | |
| Emergency Ambulance Services | Covered | Emergency transport only |
| Inpatient Hospital Services | | Deductibles do not include Copay. Unlimited days of care |
| Semi-Private Room | Plan pays 100% after deductible | |

⁴ This Summary of Benefits is from the 2015 CBA. For the current CBA, “HAP/ASR” means Health Alliance Plan of Michigan (“HAP”) and “contractual agreements” means the contracts with HAP through its subsidiary Allied Health and Life Insurance Company. Updated coverage summary information can be found by accessing the Employer’s online benefits portal (currently <https://motorcitycasino.wl.alight.com>).

| | | |
|---|---------------------------------|--|
| Intensive, Cardiac and Other Specialty Units as necessary | Plan pays 100% after deductible | Admissions require ASR to be notified within 48 hours of admission. Failure to notify ASR within 48 hours could result in a benefit reduction. |
| Related Therapy Services | Plan pays 100% after deductible | |
| Surgery and Related Services | Plan pays 100% after deductible | Some services require precertification* |
| Related Lab Tests and X-Rays | Plan pays 100% after deductible | |
| Physician/Professional Services | Plan pays 100% after deductible | |
| Precertification Penalty | | If precertification procedures are not followed, inpatient benefits will be subject to a \$250 penalty and outpatient benefits will be subject to a 50% penalty up to a maximum of \$250. The penalty does not apply toward satisfying the Co-insurance Maximum. This penalty is imposed for each incidence of non-compliance. |
| HEALTHCARE SERVICES | IN-NETWORK | LIMITATIONS |
| Maternity Services | | |
| Outpatient Pre- and Post-natal Visits | \$20 copay | |
| Labor, Delivery and Newborn Care | Plan pays 100% after deductible | Covered for Subscriber and/or Spouse only |
| Ancillary Services | | |
| Home Health Care | Plan pays 100% after deductible | The number of visits for Medically Necessary home health care shall not exceed 100 visits per Benefit Period. Does not include PT/OT/ST. See PT/OT/ST coverage. |
| Hospice Care | Plan pays 100% after deductible | Up to 210 days per lifetime |
| Physical Therapy | \$20 copay | Up to 60 combined visits per benefit year – May be rendered at home |
| Speech Therapy | \$20 copay | |
| Occupational Therapy | \$20 copay | |
| Durable Medical Equipment (DME) | Plan pays 100% after deductible | Must be an approved piece of equipment based on ASR guidelines |
| Prosthetics and Orthotics | Plan pays 100% after deductible | Must be an approved piece of equipment based on ASR guidelines |
| Skilled Nursing Facility | Plan pays 100% after deductible | Up to 100 days per benefit year |
| Mental Health Services | | Services can be directly accessed by calling Coordinated Behavioral Health Management at 1-800-444-5755 |
| Inpatient Services | Plan pays 100% after deductible | Covered as medically necessary |
| Outpatient Services | \$20 copay | Covered as medically necessary |
| Chemical Dependency Services | | Services can be directly accessed by calling Coordinated Behavioral Health Management at 1-800-444-5755 |
| Inpatient Services | Plan pays 100% after deductible | Covered as medically necessary |
| Outpatient Services | \$20 copay | Covered as medically necessary |
| Transplant Services | | |
| Organ Transplant and Related Services | Plan pays 100% after deductible | |
| Voluntary Sterilization | Plan pays 100% after deductible | Any procedure (including vasectomy and tubal ligation) whose sole intent is to prevent conception. |
| Voluntary Termination of Pregnancy | Plan pays 100% after deductible | Voluntary abortions performed during first trimester only. Limited to 1 episode within a 24 month period. Covered for Subscriber and/or Spouse only. |
| Hearing Aid Hardware | Plan pays 100% after deductible | Covered for conventional hearing aids |
| Infertility Services | Plan pays 100% after deductible | Any services rendered with the sole intent to induce conception to an individual with the inability to produce offspring. Limited to aggregate amount of \$3,000 per subscriber and/or spouse per lifetime. Does not include coverage for infertility drugs. |

**APPENDIX 3 –
COMMUNITY BLUE PPO
Benefits-at-a-Glance for Detroit Entertainment, L.L.C.
DBA MotorCity Casino Hotel**

The information in this document⁵ is based on BCBSM’s current interpretation of the Patient Protection and Affordable Care Act (PPACA). Interpretations of PPACA vary and the federal government continues to issue guidance on how PPACA should be interpreted and applied. Efforts will be made to update this document as more information about PPACA becomes available. This BAAG is only an educational tool and should not be relied upon as legal or compliance advice. Additionally, some PPACA requirements may differ for particular members enrolled in certain programs, and those members should consult with their plan administrators for specific details.

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM’s approved amount, less any applicable copay. For a complete description of benefits please see the applicable contractual agreements/plan documents. If there is a discrepancy between this Benefits-at-a-Glance and any applicable contractual agreements/plan document, the contractual agreements/plan document will control.

| Member’s responsibility (deductibles, copays and dollar maximums) | In-Network | Out-of Network* |
|---|--|---|
| Deductibles | \$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year Note: Deductible may be waived if service is performed in a PPO physician’s office | \$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-Network deductible amounts also apply toward the in-network deductible |
| Fixed dollar copays | \$20 copay for office visits \$250 copay for emergency room visits | \$250 copay for emergency room visits |
| Percent copays Note: Copays apply once the deductible has been met | 50% of approved amount for private duty nursing | 50% of approved amount for private duty nursing 40% of approved amount for most other covered services |
| Annual out of pocket maximums – applies to deductibles, copays and coinsurance amounts for all covered services – including cost sharing amounts for prescription drugs, if applicable | \$6,350 for one member \$12,700 for two or more members each calendar year | \$12,700 for one member \$25,400 for two or more members each calendar year Note: Out-of-Network copays also apply toward the in-network maximum |
| Lifetime dollar maximum | None | |
| Preventive Care Services | | |
| Health maintenance exam – includes chest x-ray , EKG, cholesterol screening and other select tab procedures | 100% (no deductible or copay), one per member per calendar year | Not covered |
| Gynecological exam | 100% (no deductible or copay), one per member per calendar year | Not covered |
| Pap smear screening – laboratory and pathology services | 100% (no deductible or copay), one per member per calendar year | Not covered |

⁵ This summary of benefits is from the 2015 CBA. Updated coverage summary information can be found by accessing the Employer’s online benefits portal (currently <https://motorcitycasino.wl.alight.com>).

Blue Cross Blue Shield of Michigan is a nonprofit corporation of independent licensee of the Blue Cross and Blue Shield Association.

*Services from a provider which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. 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.

Community Blue – BGK 12-13-11

| Preventive Care Services | In-Network | Out-of Network* |
|--|---|--|
| Well-baby and child care visits | 100% (no deductible or copay) 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 |
| Preventive Care Services | | |
| Adult and childhood preventive services and immunizations as recommended by the USPTSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act | 100% (no deductible or copay) | Not covered |
| Fecal occult blood screening | 100% (no deductible or copay), one per member per calendar year | Not covered |
| Flexible sigmoidoscopy exam | 100% (no deductible or copay), one per member per calendar year | Not covered |
| Prostate specific antigen (PSA) screening | 100% (no deductible or copay), one per member per calendar year | Not covered |
| Routine mammogram and related reading | 100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay One per member per calendar year | 60% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider |
| Colonoscopy – routine or medically necessary | 100% (no deductible or copay) for the first billed colonoscopy Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and percent copay One per member per calendar year | 60% after out-of-network deductible |
| Physician Office Services | | |
| Office visits | \$20 copay per office visit | 60% after out-of-network deductible, must be medically necessary |
| Outpatient and home medical care visits | 100% after in-network deductible | 60% after out-of-network deductible, must be medically necessary |
| Office consultations | \$20 copay per office visit | 60% after out-of-network deductible, must be medically necessary |
| Urgent care visits | \$20 copay per office visit | 60% after out-of-network deductible, must be medically necessary |
| Emergency Medical Care | | |
| Hospital emergency room | \$250 copay per visit (copay waived if admitted or for an accidental injury) | \$250 copay per visit (copay waived if admitted or for an accidental injury) |
| Ambulance services – must be medically necessary | 100% after in-network deductible | 100% after in-network deductible |
| Diagnostic Services | | |
| Laboratory and pathology services | 100% after in-network deductible | 60% after out-of-network deductible |
| Diagnostic tests and x-rays | 100% after in-network deductible | 60% after out-of-network deductible |
| Therapeutic radiology | 100% after in-network deductible | 60% after out-of-network deductible |

Blue Cross Blue Shield of Michigan is a nonprofit corporation of independent licensee of the Blue Cross and Blue Shield Association.

*Services from a provider which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. 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. Community Blue – BGK 12-13-11

| Maternity Services Provided by a Physician | In-Network | Out-of Network* |
|--|--|---|
| Prenatal and postnatal care | 100% (no deductible or copay) | 60% after out-of-network deductible |
| | Includes covered services provided by a certified nurse midwife | |
| Delivery and nursery care | 100% (after in-network deductible) | 60% after out-of-network deductible |
| | Includes covered services provided by a certified nurse midwife | |
| Hospital Care | | |
| Semiprivate room inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital | 100% after in-network deductible | 60% after out-of-network deductible |
| | Unlimited days | |
| Inpatient consultations | 100% after in-network deductible | 60% after out-of-network deductible |
| Chemotherapy | 100% after in-network deductible | 60% after out-of-network deductible |
| Alternatives to Hospital Care | | |
| Skilled nursing care – must be in a participating skilled nursing facility | 100% after in-network deductible | 100% after in-network deductible |
| | Limited to a maximum of 120 days per member per calendar year | |
| Hospice care | 100% (no deductible or copay) | 100% (no deductible or copay) |
| | Up to 28 pre-hospice counseling visits before electing hospice service; when elected four 90-day periods – provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management) | |
| Home health care – must be medically necessary and provided by a participating home health care agency | 100% after in-network deductible | 100% after in-network deductible |
| Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers | 100% after in-network deductible | 100% after in-network deductible |
| Surgical Services | | |
| Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility | 100% after in-network deductible | 60% after out-of-network deductible |
| Pre-surgical consultations | 100% (no deductible or copay) | 60% after out-of-network deductible |
| Voluntary sterilization | 100% after in-network deductible | 60% after out-of-network deductible |
| Human Organ Transplants | | |
| Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504) | 100% (no deductible or copay) | 100% (no deductible or copay) – in designated facilities only |
| Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504) | 100% after in-network deductible | 60% after out-of-network deductible |
| Specified oncology clinical trials | 100% after in-network deductible | 60% after out-of-network deductible |
| Kidney, cornea and skin transplants | 100% after in-network deductible | 60% after out-of-network deductible |

Blue Cross Blue Shield of Michigan is a nonprofit corporation of independent licensee of the Blue Cross and Blue Shield Association.

*Services from a provider which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. 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.

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| Mental Health Care and Substance Abuse Treatment | In-Network | Out-of Network* |
|--|--|--|
| Inpatient mental health care | 100% after in-network deductible Unlimited days | 60% after out-of-network deductible |
| Inpatient substance abuse treatment | 100% after in-network deductible Unlimited days | 60% after out-of-network deductible |
| Outpatient mental health care: Facility and clinic Physician's office** | 100% after in-network deductible 100% after in-network deductible** | 100% after in-network deductible, in participating facilities only 60% after out-of-network deductible |
| Outpatient substance abuse treatment – in approved facilities only** | 100% after in-network deductible** | 60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network) |
| | **Mental health and substance abuse procedures that are the equivalent of an office visit (consultative services rendered in the physician's office) will be treated and processed like an office visit, subject to the fixed dollar office visit copay. | |
| Other Covered Services | | |
| Outpatient Diabetes Management Program (ODMP) Note: Effective July 1, 2011, when you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs | 100% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay) for diabetes self-management training | 60% after out-of-network deductible |
| Allergy testing and therapy | 100% (no deductible) | 60% after out-of-network deductible |
| Chiropractic spinal manipulation and osteopathic manipulative therapy | 100% after in-network deductible Limited to a combined maximum of 24 visits per member per calendar year | 60% after out-of-network deductible |
| Outpatient physical, speech and occupational therapy – provided for rehabilitation | 100% after in-network deductible Limited to a combined maximum of 60 visits per member per calendar year | 60% after out-of-network deductible Note: Services at nonparticipating outpatient physical therapy facilities are not covered |
| Durable medical equipment | 100% after in-network deductible | 100% after in-network deductible |
| Prosthetic and orthotic appliances – includes benefits for hair prostheses (wigs) for dependent children, one per calendar year | 100% after in-network deductible | 100% after in-network deductible |
| Private duty nursing | 50% after in-network deductible | 50% after in-network deductible |

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*Services from a provider which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. 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.

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EXHIBIT 1 – WAGE CHART

| Current Classification | Ratification: \$3.00/hr Increase | | | 10/17/2025: \$0.50/hr Increase | | | 10/17/2026: \$0.50/hr Increase | | | 10/17/2027: \$1.00/hr Increase | | |
|----------------------------|----------------------------------|-----------------|---------------|--------------------------------|-----------------|--------------|--------------------------------|-----------------|--------------|--------------------------------|-----------------|--------------|
| | 100% Wage Rate | 90% Wage Rate | 80% Wage Rate | 100% Wage Rate | 90% Pay Rate | 80% Pay Rate | 100% Pay Rate | 90% Pay Rate | 80% Pay Rate | 100% Pay Rate | 90% Pay Rate | 80% Pay Rate |
| | After 24 Months | After 12 Months | New Hire | After 24 Months | After 12 Months | New Hire | After 24 Months | After 12 Months | New Hire | After 24 Months | After 12 Months | New Hire |
| FOOD & BEVERAGE | | | | | | | | | | | | |
| Steakhouse Busser | \$17.55 | \$15.80 | \$14.04 | \$18.05 | \$16.25 | \$14.44 | \$18.55 | \$16.70 | \$14.84 | \$19.55 | \$17.60 | \$15.64 |
| Busser | \$17.55 | \$15.80 | \$14.04 | \$18.05 | \$16.25 | \$14.44 | \$18.55 | \$16.70 | \$14.84 | \$19.55 | \$17.60 | \$15.64 |
| Dining Room Attendant | \$19.49 | \$17.54 | \$15.59 | \$19.99 | \$17.99 | \$15.99 | \$20.49 | \$18.44 | \$16.39 | \$21.49 | \$19.34 | \$17.19 |
| Steakhouse 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 |
| Steakhouse Host(ess) | \$19.49 | \$17.54 | \$15.59 | \$19.99 | \$17.99 | \$15.99 | \$20.49 | \$18.44 | \$16.39 | \$21.49 | \$19.34 | \$17.19 |
| Buffet Host(ess) | \$19.49 | \$17.54 | \$15.59 | \$19.99 | \$17.99 | \$15.99 | \$20.49 | \$18.44 | \$16.39 | \$21.49 | \$19.34 | \$17.19 |
| 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 |
| Host/Hostess | \$19.49 | \$17.54 | \$15.59 | \$19.99 | \$17.99 | \$15.99 | \$20.49 | \$18.44 | \$16.39 | \$21.49 | \$19.34 | \$17.19 |
| 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 |
| Banquet Captain | \$17.23 | \$15.51 | \$13.78 | \$17.73 | \$15.96 | \$14.18 | \$18.23 | \$16.41 | \$14.58 | \$19.23 | \$17.31 | \$15.38 |
| Event Person | \$20.70 | \$18.63 | \$16.56 | \$21.20 | \$19.08 | \$16.96 | \$21.70 | \$19.53 | \$17.36 | \$22.70 | \$20.43 | \$18.16 |
| 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 |
| Room Service Order Taker | \$19.04 | \$17.14 | \$15.23 | \$19.54 | \$17.59 | \$15.63 | \$20.04 | \$18.04 | \$16.03 | \$21.04 | \$18.94 | \$16.83 |
| General 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 |
| First Line Cook | \$25.31 | \$22.78 | \$20.25 | \$25.81 | \$23.23 | \$20.65 | \$26.31 | \$23.68 | \$21.05 | \$27.31 | \$24.58 | \$21.85 |
| Baker | \$25.31 | \$22.78 | \$20.25 | \$25.81 | \$23.23 | \$20.65 | \$26.31 | \$23.68 | \$21.05 | \$27.31 | \$24.58 | \$21.85 |
| Prep Cook | \$22.33 | \$20.10 | \$17.86 | \$22.83 | \$20.55 | \$18.26 | \$23.33 | \$21.00 | \$18.66 | \$24.33 | \$21.90 | \$19.46 |
| Line Cook | \$24.43 | \$21.99 | \$19.54 | \$24.93 | \$22.44 | \$19.94 | \$25.43 | \$22.89 | \$20.34 | \$26.43 | \$23.79 | \$21.14 |
| Food 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 |
| Food Runner | \$20.26 | \$18.23 | \$16.21 | \$20.76 | \$18.68 | \$16.61 | \$21.26 | \$19.13 | \$17.01 | \$22.26 | \$20.03 | \$17.81 |
| Utility Person | \$19.88 | \$17.89 | \$15.90 | \$20.38 | \$18.34 | \$16.30 | \$20.88 | \$18.79 | \$16.70 | \$21.88 | \$19.69 | \$17.50 |
| 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 |

| | | | | | | | | | | | | |
|-----------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Club 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 |
| Club Host | \$19.87 | \$17.88 | \$15.90 | \$20.37 | \$18.33 | \$16.30 | \$20.87 | \$18.78 | \$16.70 | \$21.87 | \$19.68 | \$17.50 |
| Steakhouse 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 | \$21.08 | \$18.97 | \$16.86 | \$21.58 | \$19.42 | \$17.26 | \$22.08 | \$19.87 | \$17.66 | \$23.08 | \$20.77 | \$18.46 |
| Bartender - Lead | \$21.87 | \$19.68 | \$17.50 | \$22.37 | \$20.13 | \$17.90 | \$22.87 | \$20.58 | \$18.30 | \$23.87 | \$21.48 | \$19.10 |
| VIP Server | \$21.87 | \$19.68 | \$17.50 | \$22.37 | \$20.13 | \$17.90 | \$22.87 | \$20.58 | \$18.30 | \$23.87 | \$21.48 | \$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 |
| Sound Board 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 |
| Beverage 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 |
| Beverage 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 |
| SLOTS | | | | | | | | | | | | |
| Slot Tech Trainee Level I | \$23.88 | N/A | N/A | \$24.38 | N/A | N/A | \$24.88 | N/A | N/A | \$25.88 | N/A | N/A |
| Slot Tech Trainee Level II | \$25.26 | N/A | N/A | \$25.76 | N/A | N/A | \$26.26 | N/A | N/A | \$27.26 | N/A | N/A |
| Slot Tech Trainee Level III | \$26.65 | N/A | N/A | \$27.15 | N/A | N/A | \$27.65 | N/A | N/A | \$28.65 | N/A | N/A |
| Slot Tech Trainee Level IV | \$28.04 | N/A | N/A | \$28.54 | N/A | N/A | \$29.04 | N/A | N/A | \$30.04 | N/A | N/A |
| Slot Technician 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 Technician 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 Technician III | \$38.28 | \$34.45 | \$30.62 | \$38.78 | \$34.90 | \$31.02 | \$39.28 | \$35.35 | \$31.42 | \$40.28 | \$36.25 | \$32.22 |
| Slot Technician – Lead | \$39.04 | \$35.14 | \$31.23 | \$39.54 | \$35.59 | \$31.63 | \$40.04 | \$36.04 | \$32.03 | \$41.04 | \$36.97 | \$32.83 |
| 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 Floorperson | \$21.08 | \$18.97 | \$16.86 | \$21.58 | \$19.42 | \$17.26 | \$22.08 | \$19.87 | \$17.66 | \$23.08 | \$20.77 | \$18.46 |
| Casino Concierge | \$20.22 | \$18.20 | \$16.18 | \$20.72 | \$18.65 | \$16.58 | \$21.22 | \$19.10 | \$16.98 | \$22.22 | \$20.00 | \$17.78 |
| TABLE GAMES | | | | | | | | | | | | |
| Dealer Trainee | \$12.81 | N/A | N/A | \$13.31 | N/A | N/A | \$13.81 | N/A | N/A | \$14.81 | N/A | N/A |
| Dealer 1 | \$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 2 | \$15.39 | \$13.85 | \$12.31 | \$15.89 | \$14.30 | \$12.71 | \$16.39 | \$14.75 | \$13.11 | \$17.39 | \$15.65 | \$13.91 |
| Dealer 3 | \$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 4 | \$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 Tech Trainee Level I | \$25.25 | N/A | N/A | \$25.75 | N/A | N/A | \$26.25 | N/A | N/A | \$27.25 | N/A | N/A |

| | | | | | | | | | | | | |
|-------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Pit Tech Trainee Level II | \$28.47 | N/A | N/A | \$28.97 | N/A | N/A | \$29.47 | N/A | N/A | \$30.47 | N/A | N/A |
| Pit Tech Trainee Level III | \$30.08 | N/A | N/A | \$30.58 | N/A | N/A | \$31.08 | N/A | N/A | \$32.08 | N/A | N/A |
| Pit Tech Trainee Level IV | \$31.65 | N/A | N/A | \$32.15 | N/A | N/A | \$32.65 | N/A | N/A | \$33.65 | N/A | N/A |
| Pit Technician Level I | \$34.85 | \$31.37 | \$27.88 | \$35.35 | \$31.82 | \$28.28 | \$35.85 | \$32.27 | \$28.68 | \$36.85 | \$33.17 | \$29.48 |
| Pit Technician Level II | \$37.21 | \$33.49 | \$29.77 | \$37.71 | \$33.94 | \$30.17 | \$38.21 | \$34.39 | \$30.57 | \$39.21 | \$35.29 | \$31.37 |
| Pit Technician Level 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 |
| INTERNAL MAINTENANCE | | | | | | | | | | | | |
| Project Crew Porter | \$21.82 | \$19.64 | \$17.46 | \$22.32 | \$20.09 | \$17.86 | \$22.82 | \$20.54 | \$18.26 | \$23.82 | \$21.44 | \$19.06 |
| Porter External Crew | \$21.82 | \$19.64 | \$17.46 | \$22.32 | \$20.09 | \$17.86 | \$22.82 | \$20.54 | \$18.26 | \$23.82 | \$21.44 | \$19.06 |
| Porter | \$21.08 | \$18.97 | \$16.86 | \$21.58 | \$19.42 | \$17.26 | \$22.08 | \$19.87 | \$17.66 | \$23.08 | \$20.77 | \$18.46 |
| CAGE | | | | | | | | | | | | |
| 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 |
| Main Banker | \$29.59 | \$26.63 | \$23.67 | \$30.09 | \$27.08 | \$24.07 | \$30.59 | \$27.53 | \$24.47 | \$31.59 | \$28.43 | \$25.27 |
| 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 |
| 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 |
| CAGE - CONTINUED | | | | | | | | | | | | |
| Count Team Member | \$24.61 | \$22.15 | \$19.69 | \$25.11 | \$22.60 | \$20.09 | \$25.61 | \$23.05 | \$20.49 | \$26.61 | \$23.95 | \$21.29 |
| Drop Team Member | \$24.61 | \$22.15 | \$19.69 | \$25.11 | \$22.60 | \$20.09 | \$25.61 | \$23.05 | \$20.49 | \$26.61 | \$23.95 | \$21.29 |
| ENGINEERING | | | | | | | | | | | | |
| Maintenance Trainee Level I | \$23.15 | N/A | N/A | \$23.65 | N/A | N/A | \$24.15 | N/A | N/A | \$25.15 | N/A | N/A |
| Maintenance Trainee Level II | \$26.03 | N/A | N/A | \$26.53 | N/A | N/A | \$27.03 | N/A | N/A | \$28.03 | N/A | N/A |
| Maintenance Trainee Level III | \$27.45 | N/A | N/A | \$27.95 | N/A | N/A | \$28.45 | N/A | N/A | \$29.45 | N/A | N/A |
| Maintenance Trainee Level IV | \$28.89 | N/A | N/A | \$29.39 | N/A | N/A | \$29.89 | N/A | N/A | \$30.89 | N/A | N/A |
| 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 | \$38.28 | \$34.45 | \$30.62 | \$38.78 | \$34.90 | \$31.02 | \$39.28 | \$35.35 | \$31.42 | \$40.28 | \$36.25 | \$32.22 |
| 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 |
| Engineering Operator | \$41.51 | \$37.36 | \$33.21 | \$42.01 | \$37.81 | \$33.61 | \$42.51 | \$38.26 | \$34.01 | \$43.51 | \$39.16 | \$34.81 |
| Gardener | \$21.82 | \$19.64 | \$17.46 | \$22.32 | \$20.09 | \$17.86 | \$22.82 | \$20.54 | \$18.26 | \$23.82 | \$21.44 | \$19.06 |
| ENTERTAINMENT | | | | | | | | | | | | |
| AV Tech Trainee Level I | \$23.11 | N/A | N/A | \$23.61 | N/A | N/A | \$24.11 | N/A | N/A | \$25.11 | N/A | N/A |

| | | | | | | | | | | | | |
|--------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| AV Tech Trainee Level II | \$26.03 | N/A | N/A | \$26.53 | N/A | N/A | \$27.03 | N/A | N/A | \$28.03 | N/A | N/A |
| AV Tech Trainee Level III | \$27.36 | N/A | N/A | \$27.86 | N/A | N/A | \$28.36 | N/A | N/A | \$29.36 | N/A | N/A |
| AV Tech Trainee Level IV | \$28.89 | N/A | N/A | \$29.39 | N/A | N/A | \$29.89 | N/A | N/A | \$30.89 | N/A | N/A |
| AV Technician Level 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 |
| AV Technician Level 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 |
| AV Technician Level III | \$38.28 | \$34.45 | \$30.62 | \$38.78 | \$34.90 | \$31.02 | \$39.28 | \$35.35 | \$31.42 | \$40.28 | \$36.25 | \$32.22 |
| IT Technician Level 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 |
| IT Technician Level 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 |
| IT Technician Level III | \$38.28 | \$34.45 | \$30.62 | \$38.78 | \$34.90 | \$31.02 | \$39.28 | \$35.35 | \$31.42 | \$40.28 | \$36.25 | \$32.22 |
| RETAIL | | | | | | | | | | | | |
| Retail Sales Host | \$24.42 | \$21.98 | \$19.54 | \$24.92 | \$22.43 | \$19.94 | \$25.42 | \$22.88 | \$20.34 | \$26.42 | \$23.78 | \$21.14 |
| Retail Inventory Control Clerk | \$26.08 | \$23.47 | \$20.86 | \$26.58 | \$23.92 | \$21.26 | \$27.08 | \$24.37 | \$21.66 | \$28.08 | \$25.27 | \$22.46 |
| Coat Check Host | \$16.63 | \$14.97 | \$13.30 | \$17.13 | \$15.42 | \$13.70 | \$17.63 | \$15.87 | \$14.10 | \$18.63 | \$16.77 | \$14.90 |
| RECEIVING | | | | | | | | | | | | |
| Receiver | \$21.08 | \$18.97 | \$16.86 | \$21.58 | \$19.42 | \$17.26 | \$22.08 | \$19.87 | \$17.66 | \$23.08 | \$20.77 | \$18.46 |
| WARDROBE | | | | | | | | | | | | |
| 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 |
| HOTEL | | | | | | | | | | | | |
| Bellman/Doorman | \$15.41 | \$13.87 | \$12.33 | \$15.91 | \$14.32 | \$12.73 | \$16.41 | \$14.77 | \$13.13 | \$17.41 | \$15.67 | \$13.93 |
| Concierge | \$20.22 | \$18.20 | \$16.18 | \$20.72 | \$18.65 | \$16.58 | \$21.22 | \$19.10 | \$16.98 | \$22.22 | \$20.00 | \$17.78 |
| Guest Service Agent | \$22.37 | \$20.13 | \$17.90 | \$22.87 | \$20.58 | \$18.30 | \$23.37 | \$21.03 | \$18.70 | \$24.37 | \$21.93 | \$19.50 |
| Guest Room 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 |
| Guest Floor Attendant | \$19.88 | \$17.89 | \$15.90 | \$20.38 | \$18.34 | \$16.30 | \$20.88 | \$18.79 | \$16.70 | \$21.88 | \$19.69 | \$17.50 |
| Linen & Facility 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 |
| Spa & Fitness Guide | \$18.24 | \$16.42 | \$14.59 | \$18.74 | \$16.87 | \$14.99 | \$19.24 | \$17.32 | \$15.39 | \$20.24 | \$18.22 | \$16.19 |
| Spa Technician - Nail Tech | \$14.06 | \$12.65 | \$11.25 | \$14.56 | \$13.10 | \$11.65 | \$15.06 | \$13.55 | \$12.05 | \$16.06 | \$14.45 | \$12.85 |
| Spa Technician - Massage | \$15.75 | \$14.18 | \$12.60 | \$16.25 | \$14.63 | \$13.00 | \$16.75 | \$15.08 | \$13.40 | \$17.75 | \$15.98 | \$14.20 |
| Spa Technician - Esthetician | \$15.75 | \$14.18 | \$12.60 | \$16.25 | \$14.63 | \$13.00 | \$16.75 | \$15.08 | \$13.40 | \$17.75 | \$15.98 | \$14.20 |
| 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 |

| | | | | | | | | | | | | |
|---------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Lead Valet Attendant | \$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 Cashier | \$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 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 |
| PLAYER DEVELOPMENT | | | | | | | | | | | | |
| Players Club Clerk | \$23.13 | \$20.82 | \$18.50 | \$23.63 | \$21.27 | \$18.90 | \$24.13 | \$21.72 | \$19.30 | \$25.13 | \$22.62 | \$20.10 |
| Sportsbook | | | | | | | | | | | | |
| Sportsbook Cashier | \$22.27 | \$20.04 | \$17.82 | \$22.77 | \$20.49 | \$18.22 | \$23.27 | \$20.94 | \$18.62 | \$24.27 | \$21.84 | \$19.42 |

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

Date _____

Name _____ Local # _____ Unit # _____

Address _____ City _____ State _____ ZIP _____

Tel # _____ Dept _____ SSN/Ee # _____

I hereby designate, select and empower the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), its agents or representatives, to act for me as my exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and I hereby revoke every selection or designation which in any manner may heretofore have been made by me, or any other representative for any of such purposes.

I pledge my honor, while a UAW member, to faithfully observe the Constitution and laws of the Union and the Constitution of the United States (or the Dominion of Canada as the case may be); to comply with all the rules and regulations for the government thereof; not to divulge or make known any private proceedings of the Union; to faithfully perform all the duties assigned to me to the best of my ability and skill; to so conduct myself at all times as not to bring reproach upon my Union, and at all times to bear true and faithful allegiance to the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.



Applicant's Signature _____

Witness _____

AUTHORIZATION FOR CHECK-OFF OF DUES



TO THE _____ COMPANY Date _____

I hereby assign to Local Union No. _____ International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present or in any future employment by you); such sum as the Financial Officer of said Local Union No. _____ may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner, unless state law provides a shorter period; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union, whichever occurs sooner, unless state law provides a shorter period.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

Type or print name of Employee here _____

Signature of Employee here _____

Address of Employee _____

City _____ State _____ Zip _____

Date of Signature _____ Employee Clock Number _____ Soc. Sec. # _____

Date of Delivery to Employer _____

A-57-58 Rev. 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 sending written 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 dues and fees directly to the Union and not have a payroll deduction, initial here. _____. You will then be required to pay your dues and fees directly to the Union each month, on time.

I acknowledge that I have received and read the Notice Regarding Union Security Clause and Dues/ Fees Deduction Authorization, which is printed on the back of this card. I understand that I may request a copy of the notice before I sign this card and the notice will be given to me.

Name (Print): _____
 Signature: _____ Date: _____
 Social Security #: _____ Current Employer: _____
 Department: _____ Job Title: _____
 Date of Hire: _____ Cell Phone: _____
 Street Address: _____ Apt # _____
 City: _____ ST: _____ Zip: _____
 Email: _____

Text Opt In: **Y N** *TEXT OPT-IN: Recurring Msgs. Msg & data rates may apply. To unsubscribe, text STOP to 88789. Text HELP anytime. Your privacy is always protected and your information will not be shared.

WHITE: Union YELLOW: Employer PINK: Member

UNITEHERE! TIP CAMPAIGN COMMITTEE

CHECK-OFF AUTHORIZATION FOR POLITICAL CONTRIBUTIONS FROM WAGES

I, _____ hereby authorize and direct the PAYROLL DEPARTMENT OF _____ to deduct from my salary the sum of \$_____ per month and to transmit that sum to the UNITE HERE TIP CAMPAIGN COMMITTEE. I understand that (1) my contributions will be used for political purposes to advance the interests of the members of UNITE HERE, their families, and all workers, including support of federal and state candidates and political committees and addressing political issues of public importance; (2) contributing to the UNITE HERE TIP CAMPAIGN COMMITTEE is not a condition of membership in UNITE HERE or any of its affiliates, or a condition of employment; (3) I may refuse to contribute without reprisal; and (4) any guideline contribution amount proposed by UNITE HERE are only suggestions, I may contribute more or less than that amount, and I will not be favored or disadvantaged by UNITE HERE because of the amount of my contribution or my decision not to contribute and (5) only U.S. citizens and lawful permanent residents may contribute. Contributions or gifts to this political action fund is not tax-deductible. Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation and name of employer of individuals whose contributions exceed \$200 in a calendar year.

Name _____ Signature _____
 (PRINT YOUR FULL NAME)
 Social Security Number _____ Date _____
 Address _____
 (STREET) (CITY) (STATE) (ZIP CODE)
 Home Phone _____ Cell Phone _____

WHITE: Union YELLOW: Employer PINK: Member



**EXHIBIT 4 –
TEAMSTERS DUES CHECK-OFF CARD
APPLICATION AND NOTICE**



Affiliated with the International Brotherhood of Teamsters

I voluntarily submit this Application for Membership in Local Union _____, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And, I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that under the current law, I may elect "nonmember" status, and can satisfy any contractual obligation necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member or remain a member, I may object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment, and I can request the Local Union to provide me with information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative sufficient to enable me to decide whether or not to become an objector. I understand that nonmembers who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining will be entitled to a reduction in fees based on the aforementioned allocation of expenditures, and will have the right to challenge the correctness of the allocation. The procedures for filing such challenges will be provided by my Local Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

PRINT _____ Occupation _____
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

Street _____ Phone _____

City _____ State _____ Zip Code _____

Employer _____ Employment Date _____

Street _____ Phone _____

City _____ State _____ Zip Code _____

Initiation Fee \$ _____ Paid to _____

Date of Birth _____ Social Security No. _____

Have you ever been a member of a Teamster Local Union? _____

If yes, what Local Union No. _____

DATE OF APPLICATION _____ SIGNATURE OF APPLICANT _____

White Copy to Local Union Yellow Copy to Local Union Pink Copy to Applicant



**CHECKOFF AUTHORIZATION
AND ASSIGNMENT**

I, _____ hereby authorize my employer to deduct from my
(Print Name)
wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union. This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty [60] days, but not more than seventy-five [75] days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____

Social Security Number _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Employer _____

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

White Copy to Local Union 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.

Name _____ Soc. Sec. # _____ Birthdate _____
 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 Time _____
 I also agree to pay an entrance fee of \$ _____ which shall include _____ dues in advance. I further agree that this entrance fee shall be fully paid by this date _____
 Former Member of Operating Engineers Yes/ No Contact me regarding volunteering for Union functions Yes/ No
 Signature _____ Date _____

I, _____

do solemnly promise:

That I will, in accordance with the Constitution and General Laws and the Laws and Rules for Government of Local Unions of the International Union of Operating Engineers, not violate any of the provisions of said Constitution, Laws, Rules, Rituals or of the Customs, or Mandates of this Local Union and that I will not enter either verbally or in writing into any individual contract or agreement of employment which contains any provisions looking to the withdrawal of my membership from this Local Union or of any other Local Union of said International Union of which I may hereafter become a member. I further promise, in the event of a claimed grievance by me against the Local Union or any other Local Union of which I may become a member, or against said International Union, that I will faithfully observe the procedure provided in the International Constitution and Local by laws. I further promise that, to the extent not limited by law, I will not bring any suit or other action at law or equity in any court, or initiate any proceeding before any administrative agency, against this Local Union or any other Local Union of which I may become a member, or against said International Union, until and unless I have followed and exhausted all rights, remedies and reasonable provision for hearing, trial and appeal within the Union, for a period not exceeding four (4) months. I further promise to conform to and abide by said Constitution, Laws and Rules, and also all Regulations, Decisions and Orders provided for in said Constitution, General Laws and Rules, and as given by the officers in authority. I further promise that I will do all in my power to advance the interests of this Local Union and of said International Union and any and all of its duly affiliated and good standing Local Unions of which I may hereafter become a member. I further promise that I will never wrong an engineer who is a member in good standing of any Local Union of said International Union or see that individual wronged if it is in my power to prevent it. I further promise that I will at all times give union labor preference in filling any position of which I may have control, and to do all in my power to help an engineer who is a member of this Local Union or of any other Local Union of said International Union to procure employment; and that I will abide by any schedule of hours and wages and any and all working rules adopted by this Local Union or any other Local Union of which I may become a member or under whose jurisdiction I may work.

To all of which I pledge my sacred honor.

Signature _____ Witness _____

Date _____

RECORDING SECRETARY *Chad 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 _____ ("Employer") to deduct \$_____ from my next payroll check and \$_____ from each payroll check thereafter until I have paid an amount equivalent to the initiation fees uniformly required as a condition of acquiring or maintaining membership in the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 324 ("Union").

I also hereby authorize the Employer to deduct from my payroll check an amount equivalent to the periodic dues uniformly required by the Union as a condition of acquiring or retaining membership in the Union. If the amount of membership dues is changed pursuant to the terms of the Constitution of the International Union of Operating Engineers or the Union's Bylaws, the Financial Secretary of the Union shall notify the Employer, in writing, of the changed amount and, upon receipt of such notification, the Company is hereby authorized to deduct from my earnings the new amount. All monies so deducted shall be forwarded to the Union at least once every month for credit to my account.

This authorization and assignment is voluntarily made in consideration for the cost of the Union's representation and collective bargaining and is not contingent upon my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable Agreement between the Union and the Employer, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable Agreement periods thereafter, whichever is the lesser, unless terminated by me by written notice by either registered or certified mail to the Financial Secretary of the Union and the Employer during the fifteen (15) days immediately prior to the anniversary date of this authorization and assignment of my desire to revoke the same.

This authorization and assignment will remain in effect in the event that I am laid off, leave work on a leave of absence or am temporarily separated from employment with my present Employer. I authorize deductions to resume upon resumption of my employment.

The Union is authorized to deposit this authorization and assignment with any other employer under contract with it in the event that my employment with the Employer terminates and I become employed by such other employer.

Signature _____ Witness _____

Date _____ Employee No. _____

:ajw/UFCW876

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into by and between Detroit Entertainment, L.L.C. dba MotorCity Casino Hotel (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 Associate 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 Associates the right to form or select any labor organization to act as the Associates’ 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 Associates employed in classifications listed in Exhibit I of this Agreement. The Company will inform such Associates 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 Associates any opposition by the Company to the selection by such Associates 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 Associate 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 Associates:

- (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 Associates 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 Associates’ authorization cards and membership information submitted by the Council in support of its claim to represent a majority of the Associates in the unit.

If a majority of Associates 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 Associates and will extend to such Associates the Collective Bargaining Agreement between the Council and the Company 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 Associates at the new operation. The Collective Bargaining Agreement between the Council and the Company 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 a 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 non-compliant 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 14 day of MARCH, 2025, in Wayne County, State of Michigan.

FOR THE EMPLOYER:



MotorCity Casino Hotel

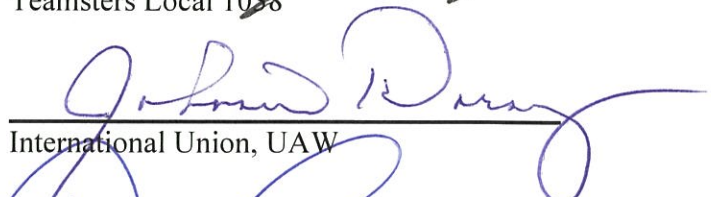
FOR THE DETROIT CASINO COUNCIL:



UNITEHERE! Local 24




Teamsters Local 1038



International Union, UAW



UAW Local 7777



International Union of Operating Engineers, Local 324

**LETTER OF UNDERSTANDING #1 –
REGARDING ARTICLE 7**

During the course of negotiations, the parties discussed the impact of the Talent Plus Program. The Employer maintains that the Talent Plus Program is an integral part of assessing the service provided to the customer. The parties have agreed that Talent Plus or any other such programs may be used for the purpose of evaluating a potential Associate's customer service skills.

LETTER OF UNDERSTANDING #2 – SPA DEPARTMENT

This LETTER OF UNDERSTANDING (“Spa Agreement”) was originally entered into as of March, 2011 (“**Original Effective Date**”) by and between MotorCity Casino Hotel (“Employer”) and DETROIT CASINO COUNCIL, through its member, Teamsters Local 372 **which is now Local 1038** (“Union”), collectively the “Parties”, and continues in effect.

WHEREAS, the Employer and Union are parties to a collective bargaining agreement dated **effective November 19, 2023** (“Effective Date”) **through February 16, 2029** (“Labor Agreement”); and

WHEREAS, Employer has recognized the Union as the exclusive bargaining representative of its Associates in the classifications of Esthetician (sometimes referred to as Spa Technician-Esthetician), Massage Therapist (sometimes referred to as Spa Technician Massage), Nail Technician (sometimes referred to as Spa Technician-Nail Tech), Spa & Fitness Reception (sometimes referred to as Spa Receptionist or Spa Coordinator/Receptionist), Spa & Fitness Guide (sometimes referred to as Spa Guide), Spa & Fitness Coordinator, and Spa & Fitness Coordinator-Guide in its Spa and Fitness Department (all of those classifications, as modified by Paragraph 3 below, being collectively referred to herein as the “Spa Classifications” and the Associates in the Spa Classifications being sometimes referred to herein as “Spa Associates”); and

WHEREAS, the Parties recognize the unique nature of the operations and manner of service delivery in Employer’s Spa and Fitness Department; and

NOW THEREFORE, it is hereby agreed as follows:

1. Associates in the Spa Classifications shall be subject to the terms and conditions of the Parties’ Labor Agreement, except as provided herein.
2. The term “Commissioned Associates” refers to Spa Classifications in which the Associates receive compensation in excess of hourly wages, such as Nail Technicians, Massage Therapists **and** Estheticians.
3. The classifications and duties of Spa & Fitness Reception, Spa & Fitness Guide, Spa & Fitness Coordinator and Spa & Fitness Coordinator-Guide have been merged into one (1) classification entitled Spa-Guide.
4. Commissioned Associates shall continue to be scheduled, assigned and work in the manner determined by the Employer notwithstanding any Labor Agreement provision to the contrary. As such, Commissioned Associates are not subject to certain provisions of the Labor Agreement, such as Article 4 and Article 7 (except as expressly provided in those Articles and, also, insofar as application of those Articles interferes with business needs as determined in good faith by the Employer), the parties November, 2009, 20% Part Time Agreement (“Letter Agreement”) or any provisions of the Letter Agreement that have been incorporated into the Labor Agreement. Commissioned

Associates are not included in the calculations for purposes of determining compliance with the part time limitations contained in the Labor Agreement or Letter Agreement. Associates in other Spa Classifications are covered by the Labor Agreement, subject to the Employer's needs with respect to gender.

5. The Employer shall post each week, in a conspicuous place available to Spa Associates and Union representatives, a work schedule for Spa-Guides showing the first and last name of each Associate, and specifying days off and starting and finishing times, which finishing times may be extended in accordance with business needs, provided however, an Associate whose finishing time is extended shall endeavor to work if business demands dictate but shall not be disciplined for a refusal to work because of compelling personal or family needs. This sentence shall not change any other provision of the Labor Agreement.
6. Each Commissioned Associate is responsible for contacting the Spa before his/her scheduled report time to find out when his/her first appointment is scheduled and /or what time the Employer needs him/her to come in. Once informed, the Commissioned Associate is responsible for being at the Spa one-half (1/2) hour before his/her first scheduled appointment or at such other time as the Employer informs him/her to report.

Shift bid procedures shall be established through Departmental Labor/Management meetings.

7. Commissioned Associates who voluntarily leave work with the Employer's approval in accordance with a request for an early out will be paid for actual hours worked. The Employer reserves the right to end the Commissioned Associate's shift for any reason and the Commissioned Associate will be paid for actual hours worked but not less than four (4) hours, at his/her hourly rate including all collected commissions.
8. If additional Commissioned Associates are needed at any time, they will be called based on type of service needed and then by seniority with the most senior being called first, unless a guest has made a specific request (either for an individual or gender), in which case that request will be honored by seniority and/or assigned to the requested individual if reasonably possible. If the Employer's needs are unfulfilled, the Employer may require the least senior Commissioned Associate contacted to come in to work to perform the service but that person will not be disciplined for refusal to work because of compelling personal or family needs.
9. If a scheduled appointment has not cancelled at least twenty-four (24) hours prior to its scheduled time, the Commissioned Associate shall receive his/her commission on the scheduled service/services, **unless the Employer is unable to collect the fees for those services from the guest or waives the fees due to exceptional and compelling circumstances.**

10. If the guest cancels an appointment at least 24 hours before the appointment and reschedules for another time, reasonable attempts will be made to reschedule that appointment with the original Commissioned Associate.
11. Services requested by walk-in guests shall be distributed equitably among available Commissioned Associates provided they are licensed for the requested service and the guest does not have a preference for an individual and/or gender.
12. As a condition of continued employment, Associates in the Spa Classifications must maintain at their cost all certifications, licenses and permits required either by local ordinance or state or Federal law or by the Employer. **The Parties agree, however, that the Employer will cover the necessary state license renewal fee for Estheticians, Nail Technicians, and Massage Therapists that have been employed in the Spa for at least six months, subject to a prorated reimbursement requirement for those whose employment ends prior to the expiration of the license.**
13. To the extent the Labor Agreement provides for jury or bereavement benefits, Commissioned Associates in the Spa Classifications shall be paid in accordance with the number of hours they regularly work during a shift. Article 16.02(a) of the current Labor Agreement applies to Commissioned Associates.
14. Union representatives must receive authorization from the Employer to enter any area of the Spa beyond the reception area.
15. Wage rates for Spa Classifications are set forth in Exhibit I to the Labor Agreement. In the event that a Commissioned Associate is hired at an hourly rate higher than the hourly rate paid to the individuals employed at the time in that Commissioned Associate's classification, the hourly rate for those individuals shall be raised to the hourly rate paid to the newly hired Commissioned Associate.
16. Commissioned Associates shall not receive overtime pay.
17. The Employer shall not reduce the commission rates that are in effect for Commissioned Associates on the Effective Date of this Agreement, and the Employer shall provide those commission rates to the Union in writing. **The Employer also agrees that (i) a Spa Guide who sells a guest a product that is for sale in the Spa shall receive a commission equal to ten percent (10%) of the sale price paid by the guest to the Employer for that sale (but only if paid in cash or by credit or debit card) and (ii) an Esthetician, Nail Technician or Massage Therapist shall receive a commission equal to ten percent (10%) of the sale price paid by a guest for a product sold in the Spa that is recommended to the guest by that Associate during a service and paid for by the guest when the guest pays for that service (but only if paid in cash or by credit or debit card).**

18. Room Service Servers shall be responsible for delivery and removal of service to the Spa, provided, however, Spa Associates may be required to set up and/or remove such services to the service elevator area and notify Room Service.
19. The parties hold different views with respect to the issue of subcontracting. It is the Union's position that, upon the Employer's recognition of the Union as the exclusive bargaining representative of the Spa Associates, the provisions of Article 32 of the parties' Labor Agreement automatically extended to the Spa Classifications pursuant to the provisions of the Memorandum of Agreement (MOA) incorporated into that Labor Agreement, thereby precluding the Employer from subcontracting out the work performed by the Spa Associates (the "Union Position"). It is the Employer's position that Article 32 of the Labor Agreement does not automatically extend to the Spa Classifications by virtue of the recognition of the Union as the bargaining representative of the Spa Associates or otherwise and that the Employer thus retains full rights with respect to subcontracting all or any part of its Spa and Fitness Center operations, including without limitation the right to subcontract in whole or part the work performed by Spa Associates (the "Employer Position"). The parties recognize, however, that as of the Effective Date, there is no need to resolve their differences with respect to the Union Position and Employer Position because the Employer as of that date has no plans to subcontract all or any part of the Spa and Fitness Center operations or work performed by Spa Associates. Accordingly, the parties agree as follows:
 - A. Nothing in this Agreement shall be construed as a waiver by the Union of the Union Position or a waiver by the Employer of the Employer Position, but each party nonetheless agrees that it shall not assert its respective position unless the Employer elects to subcontract all or any part of the Spa operations or the work performed by the Spa Associates ("Subcontracting Election").
 - B. If the Employer makes such Subcontracting Election, it shall so notify the Union not later than the 90th day prior to the scheduled implementation of its Subcontracting Election so that the parties may utilize the period prior to the scheduled implementation to negotiate an agreement with respect to the Subcontracting Election. If the parties fail to reach a final agreement on that matter by the 45th day prior to the scheduled implementation date, the Union may file for arbitration in accordance with the provisions of the MOA not later than the 30th day prior to the scheduled implementation date. If no such filing occurs, the Union will be deemed to have agreed to the Employer's Subcontracting Election and the Employer will be entitled to implement it.
 - C. If the Union timely files for arbitration with respect to the Subcontracting Election, the parties will go forward with the arbitration in accordance with the provisions of the MOA, with the sole question before the Arbitrator being whether the Union Position or Employer Position is correct. If the Arbitrator rules that the Union Position is correct, the restrictions set forth in Article 32 of the Labor Agreement shall apply to Spa and Fitness Center operations. If the Arbitrator rules that the Employer Position is correct (or if the Union has failed to timely file for arbitration

as set forth above), the provisions of Article 32 shall not apply to Spa and Fitness Center operations, and the Employer shall be entitled to subcontract in whole or part the Spa and Fitness Center operations and/or the work performed by Spa Associates. If pursuant to this paragraph, the Employer subcontracts out work performed in whole or part by Spa Associates and the applicable subcontracting arrangements subsequently terminate such that the applicable work is then performed by Associates employed by Employer, the Associates so performing that work will automatically become a part of the Spa Associates' bargaining unit and shall be subject to the terms and conditions of the Labor Agreement and the Spa Agreement in effect on that date.

- D. The parties agree that the provisions of the MOA regarding arbitration provide the sole and exclusive means of resolving any dispute with respect to the Employer's subcontracting rights as to the Spa and Fitness Center operations and/or work performed by Spa Associates.
 - E. Notwithstanding the foregoing provisions of this Paragraph 19 or any other provisions of this Agreement or of Article 32 of the Labor Agreement, the parties agree that the Employer is entitled to subcontract hair and makeup services in whole or part, at any time, without restriction.
20. Subject to Paragraph 19, in the event the Employer decides to provide hair or makeup services on a daily basis in the Spa and if such services continue on that basis beyond a ninety (90) day trial period, the work shall then be considered bargaining unit work. Nothing in this Agreement shall be construed, however, to prevent customers of the Employer from utilizing third party resources for hair or makeup services for any event, and the performance of those services shall not be treated as bargaining unit work.

**SIDE LETTER #1 –
ASSOCIATE PARKING
(formerly Side Letter #14)**

The Employer shall provide parking at no cost for all Associates in the immediate vicinity of the casino. The Employer will post signs indicating “Employee Parking Only” at the entrance to each Associate parking lot. In the event that Associate parking becomes unavailable for reasons such as construction or special events, the Employer will provide off-site parking and shuttle service at no cost to Associates.

**SIDE LETTER #2 –
JOB FAMILIES
(formerly Side Letter #16)**

For purposes of layoff only, a job family will be treated as one (1) classification. Layoffs will be done in reverse seniority order and, if necessary as determined by the Employer, those Associates in a higher classification within the job family as provided below may be transferred/reduced to lower classifications within the job family. Any expansion of “job family” concept is subject to further discussion and mutual agreement between the parties.

| <u>Job Family</u> | <u>Classification Included</u> |
|----------------------------------|--|
| Food | First Line Cook Line Cook Prep Cook Food Runner Steakhouse Busser Buffet Busser/Busser Steakhouse Host/Hostess Host/Hostess Steakhouse Server General Server |
| Beverage | Bartender Barback VIP Server Cocktail Server |
| Internal Maintenance | Project Crew Porter Porter Exterior Porter |
| Cage | Main Bank Cashier Associate Bank Cashier Cage Cashier Count Team/Drop Team |
| Pit Technicians | See Side Letter #IUOE-4-Pit Technicians |
| AV Technicians | See Side Letter #IUOE-1-AV Technicians |
| Engineering | See Side Letter #IUOE-2- Engineers |
| Slot Technical Department | See Side Letter #UAW-7-Slot Technicians |

**SIDE LETTER #3 –
REGARDING FMLA/ABSENTEEISM
(formerly Side Letter #15)**

During negotiations, the parties acknowledged the importance of the rights provided to Associates 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, Associates, 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 Associates’ 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 #4 –
SUBCONTRACTING
(formerly Side Letter #13)**

The Employer and the Union agree that nothing in Article 32 is intended to preclude the Employer or any affiliate of the Employer from owning, leasing and/or operating, at or in the vicinity of the Employer's hotel/gaming facility located at 2901 Grand River, Detroit, MI, a full-service "gas station" type facility for the fueling, repair, maintenance, and washing of vehicles, and including without limitation a convenience store/fast food outlet; accordingly, such operation is not subject to the parties' collective bargaining agreement.

SIDE LETTER #5 – 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 Associates. 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. Definition of "Technology Change":

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 Associates 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 Associates; or (2) an extension of technology currently in use by bargaining unit Associates. 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 Associates, 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.

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 Associates, 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 Associates is non-existent or insignificant, or does not result in the displacement of bargaining unit Associates, the reduction of bargaining unit work hours, the reduction of bargaining unit Associates, and/or elimination of a bargaining unit job classification; (ii) a Technology Change involving technology used exclusively by Associates 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 Associates is non-existent or insignificant or does not result in the displacement of bargaining unit Associates, the reduction of bargaining unit work hours, the reduction of bargaining unit Associates, 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 Associates or do not directly result in the displacement of bargaining unit Associates, the reduction of bargaining unit work hours, the reduction of bargaining unit Associates, 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 Associate 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. An Associate 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 Associates eligible to participate in the Employer's educational expense reimbursement program under the provisions of Article 18.04 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 Associate's job was designated for elimination. In that event, the laid off Associate shall be eligible for educational expense reimbursement in an amount equal to the assistance specified in Article 18.04 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, Associates 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 Associates at the casino complex have been exercised but before new Associates are hired, provided the Associate 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 Associates in the applicable bargaining unit to the extent practicable and consistent with Michigan Gaming Control Board requirements. The Employer shall train Associates 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 Associates 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(b).**

- h. If an Associate 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 Associate shall retain his or her house seniority and continuous service for vacation and health insurance purposes, or (2) to a non-union position, the Associate shall retain his or her continuous service for applicable vacation/PTO and health insurance purposes. If an Associate 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 Associate 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 Associate 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. An Associate 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 Associate thereafter timely elects COBRA coverage, the Employer will pay the amounts that would be due from the Associate for the first six (6) months of that Associate's COBRA coverage.
- k. If an Associate 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 Associate does not find another job with the Employer in that time, the Employer shall pay the Associate a service recognition bonus according to the following schedule, subject to all legally required taxes and withholdings. Associates 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.

| <u>Years of Continuous Service</u> | <u>Service Recognition Bonus Gross Amount</u> |
|------------------------------------|---|
| 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 |

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

**SIDE LETTER #6 –
TRAINING PAY – CERTIFIED TRAINING PROGRAM**

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 Associates will be trained to train other Associates to perform various job functions and, following successful completion of the training program, will be certified as a trainer. Associates who become certified trainers through that program shall be paid an additional one dollar (\$1.00) per hour for work time spent training other Associates. 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 Associates by inverse seniority to participate in the training program. An Associate 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 Associates, by inverse seniority, and pay them an additional one (\$1.00) dollar per hour for time spent training other Associates. An Associate so assigned may choose not to participate for a good reason. Once a certified training program is operational, no Associates other than those certified as a trainer by the Employer will be assigned to perform such work. This section shall not apply to Associates who are employed in lead job classifications or to Associates who are just being shadowed by another Associate (i.e., one Associate observing another Associate perform job functions, without actually performing, or assisting with those job functions).

SIDE LETTER #IBT-1 – SHUTTLE DRIVERS

Each Shuttle Driver who has been employed by MotorCity as a Shuttle Driver for at least one (1) year (“Eligible Shuttle Driver”) will be eligible as follows for financial assistance from MotorCity when renewing his/her Michigan commercial driver’s license (“Michigan CDL”) and obtaining his/her related Medical Examiner’s Certificates (“DOT Card”):

- a. If an Eligible Shuttle Driver renews his/her Michigan CDL and promptly gives MotorCity a copy of his/her renewed Michigan CDL plus proof of payment acceptable to MotorCity of the renewal fees (showing each fee paid) for that Michigan CDL, then MotorCity will reimburse the Eligible Shuttle Driver for the renewal fee payment (not late fees or other penalties) in an amount not exceeding the cost at that time to renew a standard Michigan CDL and any group designation(s) or endorsement(s) required by law for performance of his/her Shuttle Driver duties for MotorCity.**

- b. If an Eligible Shuttle Driver completes a physical examination by a federally approved medical examiner for the purpose of obtaining a DOT Card and receives that DOT Card (signed by that medical examiner) and promptly provides a copy of it to MotorCity, then, if the examination was performed at a clinic MotorCity uses for treating Associate work-related injuries, MotorCity will directly pay to the clinic the amount charged for such physical examination, and, if it was performed elsewhere and MotorCity receives from the Eligible Shuttle Driver proof of payment and supporting documentation acceptable to MotorCity (showing the amount the Eligible Shuttle Driver was charged for the physical examination), MotorCity will reimburse such Eligible Shuttle Driver for the payment to the extent it was not covered by medical insurance and does not exceed the amount MotorCity would have paid had the medical examination occurred at a clinic MotorCity uses for treating Associate work-related injuries.**

**SIDE LETTER #IUOE-1 –
AV TECHNICIANS
(formerly Side Letter #4)**

MotorCity Casino and the Detroit Casino Council agree that the AV Technician (“AV Tech”) job classification shall be divided into the following classifications based upon the specific qualifications outlined below.

A. AV Tech Trainee. In the event that MotorCity offers an AV Tech Trainee program, there will be four levels within the AV Tech Trainee classification, each level requiring 1040 hours of participation in the program. Entry level AV Tech Trainees will be required to have a minimum of one (1) year prior experience in the AV field. In addition, entry level AV Tech Trainees will be required, at a minimum, to possess a High School diploma or GED and basic AV Tech related skills. Completion of AV Tech training classes is preferred but will not be required. The Joint Training Committee referenced in subparagraph C of this side letter will define the qualifications needed for each of the three (3) subsequent levels of the AV Tech Trainee classification. AV Tech Trainees shall undergo management evaluations at the end of each one thousand forty (1,040) hours in the program, successful completion of each such evaluation being a prerequisite to promotion to the next level.

B. AV Technician. An AV Technician shall be designated an AV Tech I or AV Tech II or AV Tech III based upon the following qualifications and experience:

1. AV Tech I.

An AV Tech Trainee who has successfully completed the AV Tech Trainee program, including not less than one thousand forty (1,040) hours of paid work in the highest-level position within the AV Tech Trainee classification, shall automatically be included in the AV Tech I classification.

Otherwise, to be included in the AV Tech I classification, a vacancy must exist in that classification and an individual must have the following qualifications and experience: (i) three (3) years’ experience in the AV field, or a graduate certificate in a related field from an accredited school and one (1) year of experience in the AV field or completion of an AV Tech training program approved by the Employer, plus (ii) successful completion of an evaluation by the Employer.

2. AV Tech II.

An AV Tech having the following qualifications and experience shall be included in the AV Tech II classification, if a vacancy exists:

- Successful completion of the AV Tech Trainee program, including not less than one thousand forty (1,040) hours of paid work in the highest-level position within the AV Tech Trainee classification, plus paid work as an AV Tech I for a time period which, when aggregated with the

period in the AV Tech Trainee program, equals or exceeds five (5) years; or

- A minimum of five (5) years' experience in the AV field plus (i) a graduate certificate in a related field from an accredited school or completion of an AV Tech training program approved by the Employer, plus (ii) successful completion of an evaluation by the Employer.

3. AV Tech III.

MotorCity may promote an AV Tech II to the AV Tech III classification, if a vacancy exists:

- An AV Tech III performs all functions of an AV Tech II. Additionally, an AV Tech III will have eight (8) years in the Audio-Visual field, plus a graduate certificate from an accredited school, a minimum of three (3) years in the casino environment and successful completion of additional courses of further Audio-Visual studies in a program and school chosen by the Employer and the Union.

C. The parties shall create a Joint Training Committee (composed of an equal number of labor and management representatives) to discuss the development of training classes and apprenticeship programs, as well as the qualifications for each of the three upper levels within the AV Tech Trainee classification.

D. An AV Tech reporting 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. For purposes of layoff and recall, Associates shall be laid off beginning with the lowest seniority to the highest seniority within the AV Tech Group based on departmental seniority and the ability to do the work.

F. The parties agree that new Associates covered by this AV Technician side letter will be issued a tool kit of professional quality tools as determined by the Employer. The value of said tool kit shall be One Hundred Dollars (\$100.00) or as close as reasonably possible. After ninety (90) days of employment the kit shall become the property of the Associate and the Associate shall be responsible for maintaining the kit and replacing lost or broken tools with tools of similar quality at the Associate's expense. In the second pay period in October in each year of the Agreement the Company will pay each Associate **One Hundred Dollars (\$100.00)** for the purpose of maintaining kits that were issued or that have been purchased under the previous allowance program.

**SIDE LETTER #IUOE-2 –
ENGINEERS
(formerly Side Letter #1)**

The parties agree that the Engineer job classification at MotorCity shall be divided into the following classifications based upon the specific qualifications and job functions outlined below.

A. Maintenance Trainee. Maintenance 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 Maintenance Trainees. A Maintenance Trainee shall be designated as a Level I, II, III, or IV based upon his/her qualifications and experience as set forth below.

1. Maintenance Trainee- Level I. A Maintenance Trainee having the minimum qualifications set forth in subparagraph A above shall be designated as a Maintenance Trainee-Level I.

2. Maintenance Trainee- Level II. A Maintenance Trainee having the qualifications and experience set forth below shall be designated as a Maintenance Trainee-Level II:

- Completion (on the Trainee’s own time and at his/her own expense, subject to Article 18 regarding tuition reimbursement) of eight (8) hours of classroom training, approved by the Employer, in an approved building maintenance-related field; and
- Completion of eighty (80) hours of hands-on experience with an Engineer-Level II or higher, such hours to be tracked on a daily “sign-in sheet” signed by said Engineer; Hours spent in approved classroom training shall be counted toward these hours; and
- Familiarity with building structures, including stairwells, pump rooms and knowledge of emergency procedures; and
- Completion of one thousand forty (1040) hours of paid time as a Maintenance Trainee-Level I, which includes hours worked, vacation time, holiday time, and sick time; and
- Passage of a test (administered in a verbal question and answer format with written documentation maintained), created jointly by the Employer and the Union, with ninety percent (90%) correct answers being required to pass the test and move on to the next Maintenance Trainee Level. The Employer may terminate any individual who fails the test, provided, however, that any such individual who transferred into the Maintenance Trainee position from another MotorCity job classification will be permitted to fill the first available vacancy in that

prior job classification or to apply for another position at MotorCity for which that individual is qualified.

3. A Maintenance Trainee having the qualifications and experience set forth below shall be designated as a Maintenance Trainee- Level III:

- Completion (on the Trainee’s own time and at his/her own expense, subject to Article 18 regarding tuition reimbursement) of an additional eight (8) hours of classroom training (beyond that required to become a Maintenance Trainee-Level II), approved by the Employer, in an approved building maintenance-related field; if the employer provides vendor-specific training, it will be on Company time; and
- Completion of an additional one hundred twenty (120) hours (beyond that required to become a Maintenance Trainee-Level II) of hands-on experience with an Engineer-Level II or higher, such hours to be tracked on a daily “sign-in sheet” signed by said Engineer. Hours spent in approved classroom training shall be counted toward these hours; and
- Familiarity with safety equipment and procedures; and
- Completion of one thousand forty (1040) hours of paid time as a Maintenance Trainee-Level II, which includes hours worked, vacation time, holiday time, and sick time; and
- Passage of a test, created jointly by the Employer and the Union, which will be administered in a verbal question and answer format (with written documentation maintained). The Employer may terminate any individual who fails the test provided, however, that any such individual who transferred into the Maintenance Trainee position from another MotorCity job classification will be permitted to fill the first available vacancy in that prior job classification or to apply for another position at MotorCity for which that individual is qualified.

4. Maintenance Trainee- Level IV. A Maintenance Trainee having the qualifications and experience set forth below shall be designated as a Maintenance Trainee-Level IV:

- Completion (on the Trainee’s own time and at his/her own expense, subject to Article 18 regarding tuition reimbursement) of an additional eight (8) hours of classroom training (beyond that required to become a Maintenance Trainee-Level III), approved by the Employer, in an approved building maintenance-related field; if the employer provides vendor-specific training, it will be on Company time; and

- Completion of an additional one hundred sixty (160) hours (beyond that required to become a Maintenance Trainee-Level III) of hands-on experience with an Engineer-Level II or higher, such hours to be tracked on a daily “sign-in sheet” signed by said Engineer. Hours spent in approved classroom training shall be counted toward these hours; and
- Completion of one thousand forty (1040) hours of paid time as a Maintenance Trainee-Level III, which includes hours worked, vacation time, holiday time, and sick time; and
- Passage of a test, created jointly by the Employer and the Union, which will be administered in a verbal question and answer format (with written documentation maintained). The Employer may terminate any individual who fails the test provided, however, that any such individual who transferred into the Maintenance Trainee position from another MotorCity job classification will be permitted to fill the first available vacancy in that prior job classification or to apply for another position at MotorCity for which that individual is qualified.

B. Engineers. An Engineer shall be designated as a Level I, II, III or IV Engineer based upon his/her qualifications and experience as set forth below:

1. Engineer-Level I.

- A Maintenance Trainee-Level IV shall automatically be promoted to the classification of Engineer-Level I upon obtaining the following qualifications and experience: Completion of one thousand forty (1040) hours of paid time as a Maintenance Trainee- Level IV (which includes hours worked, vacation time, holiday time, and sick time), and passage of a verbal test (in question and answer format, with written documentation maintained), created jointly by the Employer and the Union (the Employer being entitled to terminate any individual who fails the test, provided, however, that any such individual who transferred into the Maintenance Trainee position from another MotorCity job classification will be permitted to fill the first available vacancy in that prior job classification or to apply for another position at Motor City for which that individual is qualified); or
- Otherwise, to be included in the Engineer-Level I position, a vacancy must exist in that classification and an individual must have the following qualifications and experience: Completion of a minimum of two (2) years of experience in building maintenance in the hospitality or service industry, plus trade related certifications and/or licenses as mandated by the Employer, plus successful completion of an evaluation by the Employer.

2. Engineer-Level II. An Engineer having the following qualifications and experience shall be designated as an Engineer-Level II if a vacancy exists (the Employer hereby agreeing to create not less than two (2) Engineer-Level II positions):

- Completion of one thousand forty (1040) hours of paid time as a Maintenance Trainee- Level IV (which includes hours worked, vacation time, holiday time, and sick time), followed by completion of two (2) years of paid work time as an Engineer-Level I; or
- Completion of (a) three–five (3-5) years of trade experience and possession of a trade related license and/or certification acceptable to the Employer (although five (5) years of trade experience may be an acceptable alternative) or (b) three-five (3-5) years’ experience in building maintenance in the hospitality or service industry, in addition to (c) at least one of the following: (i) three-five (3-5) years’ experience in commercial K & R, (ii) CFC Type II or better qualification, or (iii) HVAC **City of Detroit Third (3rd)** Class Refrigeration license.

3. Engineer-Level III. An Engineer having the following qualifications and experience shall be designated as an Engineer-Level III if a vacancy exists:

- Completion of one thousand forty (1040) hours of paid time as a Maintenance Trainee- Level IV (which includes hours worked, vacation time, holiday time, and sick time), followed by completion of at least six (6) years of paid work time as an Engineer-Level I and/or Level II (at least five (5) years of which were as an Engineer-Level II), or
- Completion of eight (8) years of experience in building maintenance in the hospitality or service industry, plus a journeyman’s or master’s license in a trade (although ten (10) years of trade experience may be an acceptable alternative to such licensing), plus at least one (1) of the following:
 - 1) Eight (8) years commercial K&R experience, or
 - 2) CFC **universal** Type III and universal unlimited journeyman refrigeration license or a **City of Detroit Third (3rd)** Class Refrigeration license or
 - 3) Electrician, millwrights, plumber, locksmith, or other skilled trade experience, or Master Electrician qualified, or Master Plumbers qualified.

4. **Engineer-Level IV.**

A. **Engineer-Level IV (Engineer): An Engineer having the following qualifications and experience shall be designated as an Engineer-Level IV (Engineer), if a vacancy exists:**

- **Completion of one thousand forty (1040) hours of paid time as a Maintenance Trainee- Level IV (which includes hours worked, vacation time, holiday time, and sick time), followed by completion of at least ten (10) years of paid work time as an Engineer-Level I, II, and/or III (at least five (5) years of which were as an Engineer-Level III), and**
- **Completion of at least ten (10) years of experience in building maintenance in the hospitality or service industry, plus a journeyman's or master's license in a trade (although at least twelve (12) years of trade experience may be an acceptable alternative to such licensing), plus at least one (1) of the following:**
 - 1) **At least ten (10) years commercial K&R experience, or**
 - 2) **CFC universal Type II and universal unlimited journeyman refrigeration license or a City of Detroit Second (2nd) Class Refrigeration license, or**
 - 3) **Electrician, millwrights, plumber, locksmith, or other skilled trade experience, or Master Electrician qualified, or Master Plumbers qualified.**

B. **Engineer-Level IV (Operating Engineer): An Engineer having the following qualifications and experience shall be designated as an Engineer-Level IV (Operating Engineer), if a vacancy exists:**

- **Completion of at least eight (8) years' experience in building maintenance and repairs including electrical, plumbing, kitchen repairs and HVAC, and**
- **City of Detroit First (1st) Class Refrigeration license and Universal EPA refrigerant recovery certification, and**
- **City of Detroit Boiler license.**

C. A Training Committee composed of an equal number of labor and management representatives shall be created to discuss the development of training classes and apprenticeship programs.

D. An engineer, reporting 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. For the purposes of layoff and recall, Associates shall be laid off beginning with lowest seniority to the highest seniority based on departmental seniority and the ability to do the work as determined by management.

F. The parties agree that new Associates covered by the Engineering side letter will be issued a tool kit of professional quality tools as determined by the Employer. The value of said tool kit shall be two-hundred and seventy-five dollars (\$275.00) or as close as reasonably possible. After ninety (90) days of employment the kit shall become property of the Associate and the Associate shall be responsible for maintaining the kit and replacing lost or broken tools with tools of similar quality at the Associates expense. In the second pay period in October in each year of the agreement the Company will pay each Associate **one-hundred dollars (\$100.00)** for purpose of maintaining kits that were issued or that have been purchased under the previous allowance program.

G. Shift bids, when necessary, will be filled in order of departmental seniority.

H. The Employer is entitled to continue its practice of assigning newly hired Associates to any shift it elects, for up to 120 days.

SIDE LETTER #IUOE-3 – IT TECHNICIANS

MotorCity Casino and the Detroit Casino Council agree that the IT Technician (“IT Tech”) job classification shall be divided into the following classifications based upon the specific qualifications and experience outlined below.

1. IT Tech I.

An IT Tech having the following qualifications and experience shall be included in the IT Tech I classification:

- **A minimum of one (1) year experience in the IT field or related education. IT training certifications or a degree in a related field from an accredited school is preferred, but not required.**
- **Experience with Ethernet Networks, good understanding of TCP/IP, Windows 10 or higher and MS Office. Troubleshooting and installation skills in computer, printers, network and related equipment.**

2. IT Tech II.

An IT Tech having the following qualifications and experience shall be included in the IT Tech II classification, if a vacancy exists:

- **Experience as an IT Tech I, including not less than one thousand forty (1,040) hours of paid work in the IT Tech I classification, or**
- **A minimum of three (3) years’ experience in the IT field, plus (i) a minimum of two (2) years in the casino industry and IT certifications or a degree in a related field from an accredited school approved by the Employer, plus (ii) successful completion of an evaluation by the Employer.**
- **Certification in Comp TIA’s ITF (IT Fundamentals), or A+, or Network+, or experience equivalent to any of the foregoing certifications listed in this subsection.**

3. IT Tech III.

Employer may promote an IT Tech II to the IT Tech III classification, if a vacancy exists, provided that an IT Tech II has the following qualifications and experience:

- **Experience as an IT Tech II, including not less than one thousand forty (1,040) hours of paid work in the IT Tech II classification, and**

- **Certification in COMP TIA's ITF (IT Fundamentals) and at least one (1) of the following: (i) certification in A+, (ii) certification in Network+, or (iii) experience equivalent to the certifications listed in subsection (i) or (ii), and**
 - **An IT Tech III will have at least five (5) years in the IT field, plus (i) a minimum of three (3) years in the casino industry and IT certifications or a degree in a related field from an accredited school approved by the Employer, plus (ii) successful completion of an evaluation by the Employer.**
- A. An IT Tech reporting 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.**
- B. For purposes of layoff and recall, Associates in the IT Tech job classification shall be laid off beginning with the lowest seniority to the highest seniority within the IT Tech job classification based on departmental seniority and the ability to do the work.**
- C. The parties agree that new Associates covered by this IT Tech side letter will be issued a tool kit of professional quality tools as determined by the Employer. The value of said tool kit shall be fifty dollars (\$50.00) or as close as reasonably possible. After ninety (90) days of employment the kit shall become the property of the Associate and the Associate shall be responsible for maintaining the kit and replacing lost or broken tools with tools of similar quality at the Associate's expense.**

In the second pay period in October of each year of this Agreement, the Company will pay each Associate twenty-five dollars (\$25.00) for the purpose of maintaining kits that were issued previously or that have been purchased previously. In the first (1st) year of this Agreement, this payment will be following ratification of the Agreement.

- D. Each IT Tech's PTO balance, as of October 17, 2023, will be converted to Paid Personal/Sick Time based on each such IT Tech's months or years of completed continuous service, in accordance with Section 5.03 (a), with any amount of that PTO balance in excess of sixty-four (64) hours being added to the applicable IT Tech's bank of paid vacation time. The provisions of Article 5 will otherwise apply to IT Techs.**

The wage rates for IT Techs are set forth in Exhibit 1.

**SIDE LETTER #IUOE-4 –
PIT TECHNICIANS
(formerly Side Letter #3)**

MotorCity Casino and the Detroit Casino Council agree that the Pit Technician ("Pit Tech") job classification shall be divided into the following classifications based upon the specific qualifications outlined below.

A. Pit Tech Trainee. In the event that MotorCity offers a Pit Tech Trainee program, there will be four levels within the Pit Tech Trainee classification, each level requiring 1040 hours of participation in the program. Entry level Pit Tech Trainees will be required to have a minimum of one (1) year prior experience in the electronics field or another field related to a Pit Tech's duties. In addition, entry level Pit Tech Trainees will be required, at a minimum, to possess a High School diploma or GED and demonstrate mechanical aptitude. Completion of electronics training classes is preferred, but will not be required. The Joint Training Committee referenced in subparagraph C of this side letter will define the qualifications needed for each of the three subsequent levels of the Pit Tech Trainee classification. Pit Tech Trainees shall undergo management evaluations at the end of each one thousand forty (1,040) hours in the program, successful completion of each such evaluation being a prerequisite to promotion to the next level.

B. Pit Technician. A Pit Technician shall be designated a Pit Tech I, Pit Tech II, or Pit Tech III based upon the following qualifications and experience:

1. Pit Tech I. A Pit Tech Trainee who has successfully completed the Pit Tech Trainee program, including not less than one thousand forty (1,040) hours of paid work in the highest level position within the Pit Tech Trainee classification, shall automatically be included in the Pit Tech I classification. Otherwise, to be included in the Pit Tech I classification, a vacancy must exist in that classification and an individual must have the following qualifications and experience: Completion of a minimum of three (3) years of experience as a Pit Tech at another casino or with a gaming equipment manufacturer (or an equal period of time in one or more equivalent positions), plus electronics and/or mechanical experience and training and/or certifications as mandated by the Employer, plus successful completion of an evaluation by the Employer and a test mutually developed by the Employer and the local Union.

2. Pit Tech II. A Pit Tech having the following qualifications and experience shall be included in the Pit Tech II classification if a vacancy exists:

- Successful completion of the Pit Tech Trainee program, plus paid work as a Pit Tech I for a minimum of two thousand eighty (2,080) hours; or
- Completion of a minimum of four (4) years of experience as a Pit Tech at MotorCity and/or another casino or with a gaming equipment manufacturer (or an equal period of time in one or more equivalent positions), plus electronics and/or mechanical experience and training

and/or certifications as mandated by the Employer, plus successful completion of an evaluation by the Employer and a test mutually developed by the employer and the local Union.

3. Pit Tech III.

A Pit Tech II having the following qualifications and experience may be included in the Pit Tech III classification, if a vacancy exists:

- **Completion of a minimum of eight (8) years of experience as a Pit Tech at MotorCity and/or another casino or with a gaming equipment manufacturer (or an equal period of time in one or more equivalent positions), plus electronics and/or mechanical experience and training and/or certifications as mandated by the Employer, plus successful completion of an evaluation by the Employer and a test mutually developed by the employer and the local Union.**

C. The parties shall create a Joint Training Committee (composed of an equal number of labor and management representatives) to discuss the development of training classes and apprenticeship programs, as well as the qualifications for each of the three upper levels within the Pit Tech Trainee classification.

D. A Pit Tech reporting 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. For purposes of layoff and recall, employees shall be laid off beginning with the lowest seniority to the highest seniority within the Pit Tech group based on department seniority and the ability to do the work.

F. The parties agree that new Associates members covered by this Pit Tech side letter will be issued a tool kit of professional quality tools as determined by the Employer. The value of said tool kit shall be one hundred dollars (\$100.00) or as close as reasonably possible. After ninety (90) days of employment the kit shall become property of the Associate and the Associate shall be responsible for maintaining the kit and replacing lost or stolen tools with tools of similar quality at the Associate's expense. In the second pay period in October in each year of the Agreement the Company will pay each Associate **One Hundred Dollars (\$100.00)** for the purpose of maintaining kits that were issued or that have been purchased under the previous allowance program.

**SIDE LETTER #IUOE-5 –
STATIONARY ENGINEER EDUCATION CENTER REIMBURSEMENT
(formerly Side Letter #2)**

The Employer shall reimburse directly to the Stationary Engineer Education Center for classes taken from the Stationary Engineer Education Center by trainees, apprentices or engineers.

The **Associate** will be required to complete the Tuition Reimbursement request form acquired from the Training Department to be eligible for the direct payment to the Stationary Engineer Education Center. The direct payment to the Stationary Engineer Education Center will be applied against the Associate's participation in the Tuition Reimbursement Program. If the Associate fails to complete the course, the Associate will reimburse the Employer the entire Tuition Reimbursement amount through payroll deduction.

**SIDE LETTER #UAW-1 –
CAGE TECHNICIAN TOOL ALLOWANCE
(formerly Side Letter #5)**

The parties agree that, following ratification of the **2023** Collective Bargaining Agreement, Associates in the Cage Technician classification will receive a one (1) time allowance of **One Hundred Dollars (\$100.00)** to purchase tools needed for performing their work, and, in the second pay period in October of each subsequent year of that Agreement, those Associates will receive **One Hundred Dollars (\$100.00)** for that purpose, **in each case following submission to the Employer of appropriate receipts.**

**SIDE LETTER #UAW-2 –
DEALER BREAKS
(formerly Side Letter #11)**

The Employer acknowledges its contractual responsibility under Article 10.01 (b) regarding break periods for dealers.

The Employer agrees to keep a log in each pit listing, by date, the name of each dealer who misses a break due to working longer than a one (1) hour work period. Each log entry must be signed by the dealer and dealer's supervisor. In the event that a missed break is not made up within thirty (30) days, the Employer will compensate the affected dealer for time equivalent to the missed break at the dealer's straight time hourly rate of pay.

**SIDE LETTER #UAW-3 –
DUAL RATE SUPERVISORS
(formerly Side Letter #9)**

An Associate 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 Associates. Dual Rate Supervisors shall comprise no more than twenty percent (20%) of Table Games Supervisors.

Within the ninety (90) calendar day period following promotion to Dual Rate Supervisor, if the Associate notifies the Employer that he/she does not desire to remain in that position, or if the Employer determines that the Associate is not performing satisfactorily, the Associate 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 ninety (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 ninety (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 –
CLASSIFICATION NAMES, SKILLS, EXPERIENTIAL REQUIREMENTS
AND PAY RATES FOR DCC DEALERS
(formerly Side Letter #7)**

1. Motor City (the "Company") and the Council agree that a Dealer with the ability to deal multiple Game Types (as defined in Section 4.a below) brings value to the position, flexibility in scheduling and variety in the work that is performed.

2. Dealer Classifications. 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 ("Proficiency Requirements"). Upon achieving the applicable Proficiency Requirements and Experiential Requirements for the applicable Game Type, a Dealer will qualify for an increased rate of pay based on the factors set forth in the chart below:

| Classification | Game Types | Proficiency Requirements | Experiential Requirements |
|----------------|------------------------------|---|---|
| Dealer Trainee | Any initial single Game Type | Successfully completed approved training course | Less than 1000 hours of dealing experience in the applicable Game Type. |
| Dealer I | Craps | Proficient in dealing Craps | Completion of 1000 hours of live dealing experience in Craps as defined in Section 4.a |
| | Pai Gow Poker | Proficient in dealing Pai Gow Poker | Completion of 1000 hours of live dealing experience in Pai Gow Poker as defined in Section 4.a |
| | Baccarat | Proficient in dealing Baccarat | Completion of 1000 hours of live dealing experience in Baccarat as defined in Section 4.a |
| | Carnival Games | Proficient in dealing Carnival Games | Completion of 1000 hours of live dealing experience in Carnival Games as defined in Section 4.a |
| | Roulette | Proficient in dealing Roulette | Completion of 1000 hours of live dealing experience in Roulette as defined in Section 4.a |
| Dealer II | Blackjack | Proficient in dealing Blackjack | Completion of 1000 hours of live dealing experience in Blackjack as defined in Section 4.a |
| | | Proficient in any Two Game Types | Completion of 300 hours of live dealing in the second Game Type |
| Dealer III | | Proficient in any Three Game Types | Completion of 300 hours of live Dealing in the third Game Type |
| Dealer IV | | Proficient in any Four Game Types | Completion of 300 hours of live dealing in the fourth Game Type |

3. Dealer Classification Allocation. There is no percentage requirement of positions per Dealer classification.

4.

a. Game Type Definitions.

| Game Type | Definitions | Experiential Requirements |
|----------------|---|---|
| Baccarat | Proficient in dealing Baccarat (any commissioned variation) and all other variations of Baccarat | 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 positions: 300 hours of live dealing experience with no less than 100 hours in Baccarat or Mini Baccarat and some time spent in each other variation of Baccarat. |
| Pai Gow Poker | Proficient in dealing Pai Gow Poker and all other variations of Pai Gow Poker | For Dealer I positions: 1000 hours of live dealing experience with no less than 150 hours in Pai Gow Poker and some time spent in each other variation of Pai Gow Poker. For Dealer II, Dealer III or Dealer IV positions: 300 hours of live dealing experience with no less than 100 hours in Pai Gow Poker and some time spent in each other variation of Pai Gow Poker. |
| Craps | Proficient in dealing all variations of Craps | 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 positions: 300 hours of live dealing experience in Craps with some time being spent in each variation of Craps. |
| Roulette | Proficient in dealing Single Zero or Double Zero Roulette and all other variations of Roulette | For Dealer I position: 1000 hours of live dealing experience in Roulette with some time being spent in each variation of Roulette. For Dealer II, Dealer III or Dealer IV positions: 300 hours of live dealing experience in Roulette with some time being spent in each variation of Roulette. |
| Carnival Games | Proficient in dealing Carnival Games (defined as Casino War, Mississippi Stud, Three Card Poker, Progressive Ultimate Hold'em, Chase the Flush, and any other table game that the Company designates as a Carnival Game). | For Dealer I position: 1000 hours of live dealing experience with no less than 100 hours in each of four (4) separate Carnival Games (for example, 100 hours in Casino War, 100 hours in Mississippi Stud, 100 hours in Three Card Poker, and 100 hours in Progressive Ultimate Hold'em) , and some time spent in each other game variation of Carnival Games that has a requirement of less than 120 hours of training. For Dealer II, III or IV position: 300 hours of live dealing experience in Carnival Games, with some time being spent in each other game variation of Carnival Games that has a requirement of less than 120 hours of training. If at any time, any of the Games designated as Carnival Games change or are no longer offered in the casino, any Dealer(s) who is being paid to deal Carnival Games shall continue to be treated as meeting that criteria for dealing them. |

| | | |
|-----------|---------------------------------|---|
| Blackjack | Proficient in dealing Blackjack | For Dealer I position: 1 000 hours of live dealing experience in Blackjack with some time being spent in each variation of Blackjack. For Dealer II, Dealer III or Dealer IV positions: 300 hours of live dealing experience in Blackjack with some time being spent in each variation of Blackjack. |
|-----------|---------------------------------|---|

b. New Game Types. When MotorCity decides to introduce a new table game, the Parties shall meet and confer regarding the assignment of the new game to one of the existing Game Types set forth in Paragraph 4.a above or the creation of a new game type. After consultation, the Company has the authority to make the final decision whether a new game type will be created and/or the decision to assign the new game to a particular existing Game Type. If a new table game is introduced and the training required by MotorCity is less than one-hundred and twenty (120) hours, the new game will be considered a variation of an existing game and will be included in one (1) of the Game Types set forth in Paragraph 4.a. If a new table game is introduced and the training required by MotorCity is one-hundred and twenty (120) hours or longer, MotorCity may assign it to an existing Game Type or it may establish a new game type, in its discretion. Experiential Requirements for any new Game Type will be determined by the Company.

5. Training for Initial Game Type. 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 Typing Training.

1. In-house Candidates. In-house applications are accepted for initial Game Type training on a first come-first serve 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. Outside Candidates. 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. Determining Proficiency in Initial Game Type. Once a candidate has successfully completed the initial Game Type training (which includes passing an audition, with a grade of eighty percent (80%) or higher), the Candidate is then transferred or hired into the Dealer Trainee classification, and 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. Informal Evaluation. 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. Formal Evaluation. Formal evaluation of Dealer Trainees is completed at three (3) intervals: two (2) Intermediate Evaluations and a Final Evaluation shortly after a Dealer Trainee has completed one thousand (1,000) hours of dealing a particular Game Type. The two (2) 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. Final Evaluation. The Final Evaluation forms the basis upon which the Company determines whether or not the Dealer Trainee meets the applicable Proficiency Requirements. If the Proficiency Requirements are met, then the Dealer Trainee is advanced to the Dealer I classification. If the Proficiency Requirements are not met, the Dealer Trainee is given eighty (80) additional hours of live dealing to correct any deficiencies determined in the Final Evaluation. If the Company concludes that the deficiencies have not been corrected and the Proficiency Requirements have not been achieved after the additional eighty (80) hours, 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 Motor City Casino job classification (a "Transferee") notifies the Company during the initial thirty (30) day period in which the Transferee is acquiring his/her one thousand (1,000) 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 thirty (30) day period in which the Transferee is acquiring his/her one thousand (1,000) 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 thirty (30) day period but prior to expiration of the initial ninety (90) day period in which the Transferee is acquiring his/her one thousand (1,000) hours of dealing experience, then the Transferee will not be transferred back to his/her prior job classification but may apply for any vacant MotorCity job position for which he/she is qualified and will have recall rights to his/her former job classification for one (1) 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 one-year period commencing on the date his/her training class commenced.

a. Training Bonus. Training time is paid by the Employer as follows:

After a Dealer I, II, III, or IV successfully completes the Company-offered training for a Subsequent Game Type (which includes passing the required audition), the Dealer will be eligible for a bonus ("Training Bonus) of Three Hundred (\$300.00) Dollars for every 20 hours of that training that the Dealer completed for that Subsequent Game Type, up to a maximum of Two Thousand-Four Hundred (\$2,400.00) Dollars for the Craps Game Type, a maximum of One Thousand Eight Hundred (\$1,800.00) Dollars for the Roulette Game Type, and a maximum of One Thousand-Five Hundred (\$1,500.00) Dollars for each of the other Game Types. The Training Bonus (less taxes and other legally required deductions) will be paid to an eligible Dealer(s) within ten (10) days after the Dealer(s) meets the eligibility requirement as set forth in this paragraph.

b. Selection for Subsequent Game Type Training. Department Seniority is used to select training class members. Department Seniority is defined as the date that an Associate was hired or transferred into the Table Games Department. The last four (4) digits of the Social Security Number, the lower number being the most senior, establishes Department Seniority for Associates with the same hire or transfer date. The opportunity to learn a Subsequent Game Type is only offered to Dealers **I through IV** who are in good standing with the Company. Associates are not eligible for Subsequent Game Type training if their employment contains a disciplinary suspension within the three (3) month period prior to the date of the class posting.

c. Scheduling Subsequent Game Type Training. 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.

d. Determining Proficiency in Subsequent Game Types. Once a candidate has successfully completed. Subsequent Game Type training, which includes passing an

audition with a grade of eighty percent (80%) or higher, scheduling of the trainee will take place pursuant to the provisions of Subparagraph 6.c above.

1. Informal Evaluation. Informal evaluation of Subsequent Game Type trainees is periodic and at the Company's discretion. At any time during the three hundred (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 Proficiency Requirements 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. Formal Evaluation. Formal evaluation of Subsequent Game Type trainees is completed at two (2) intervals: an Intermediate Evaluation and Final Evaluation shortly after the Dealer has completed three hundred (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. Final Evaluation. The Final Evaluation forms the basis upon which the Company determines whether or not the Subsequent Game Type trainee meets the Proficiency Requirements. If the Proficiency Requirements are met, then the Dealer is advanced to the appropriate classification. If the Proficiency Requirements are not met, the Dealer is given eighty (80) additional hours of live dealing to correct any deficiencies determined in the Final Evaluation. If the Company concludes that the deficiencies have not been corrected and the Proficiency Requirements have not been achieved after the additional eighty (80) hours, 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.

7. Vacancies on Shifts. 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.

8. Dropping Game Types. On a one-time only basis, during the forty-five day period following the 2023 ratification of this Agreement, and at no other time, the Company will allow a designated percentage of eligible full time Dealers to drop a Game Type, as follows:

a. Eligibility: Must be a full time Dealer with eight (8) or more years of service to the Company as of the date of the **2023** ratification of this Agreement and with three (3) or more Game Types on that date.

b. Percentage Reduction: The Company will allow Game Types to be dropped up to the following percentages:

| | |
|----------------|---|
| Blackjack | 2% of the Dealers with that Game Type per shift |
| Roulette | 2% of the Dealers with that Game Type per shift |
| Craps | 1% of the Dealers with that Game Type per shift |
| Baccarat | 2% of the Dealers with that Game Type per shift |
| Carnival Games | 2% of the Dealers with that Game Type per shift |
| Pai Gow Poker | 2% of the Dealers with that Game Type per shift |

c. Procedure: Within thirty (30) days following the date of the **2023** ratification of this Agreement, eligible Dealers may submit a written request to drop a Game Type to the Workforce Management Department. Only Dealers who timely submit such requests and are otherwise eligible will be considered. The Company will grant such requests, up to the percentages provided for above, in order of classification seniority, and will notify the affected Dealers within forty five (45) days following the date of such ratification.

d. Hourly Rate Change: Dealers who elect to drop a Game Type as provided for in this Side Letter shall be reclassified and paid at the appropriate lower Dealer Classification level (e.g. a Dealer III who drops a Game Type will be classified and paid as a Dealer II).

e. No Dealer with two (2) or more Game Types upon the **2023** ratification of this Agreement shall be permitted to maintain fewer than two (2) Game Types at any point following the **2023 ratification of this Agreement**.

Any Dealer who drops a Game Type as provided above shall not be eligible for future Game Type training for a period of one (1) year from the date of the **2023 ratification of this Agreement**.

9. Adding Dropped Games. In the event that a Dealer drops a game(s), the Dealer will not be eligible to reapply for that game(s) for a period of six (6) months and will only be eligible to reapply predicated upon a demonstrated need of additional Dealers for that game(s). Additionally, a Dealer who reapplies and successfully passes an audition with a grade of eighty percent (80%) or higher must complete the Experiential and Proficiency Requirements as defined in Section 4.a for a change in Dealer Level to take place if applicable.

**SIDE LETTER #UAW-5 –
LAYOFF AND RECALL OF TABLE GAMES DEALERS AND POKER
DEALERS
(replacing former Side Letter #10)**

The following provisions govern the layoff and recall of Associates in the Table Games Dealer Classifications (meaning the five classifications listed in SIDE LETTER #UAW-4, specifically Dealer Trainee, Dealer I, Dealer II, Dealer III, and Dealer IV) and the Poker Dealer Classification:

First, if there is a layoff or recall involving Associates in the Table Games Dealer Classifications but not the Poker Dealer Classification, then the five classifications included in the Table Games Dealer Classifications shall be combined into a single classification. Layoffs in that combined classification will be in reverse house seniority order, in accordance with Article 7.03. Associates in that combined classification will be recalled in the reverse order of the above, in accordance with Article 7.03.

Second, if there is a layoff that involves Associates in the Poker Dealer Classification, the Poker Dealer Classification and the Table Games Dealer Classifications will be treated as a single combined classification, and layoffs in that single combined classification will be done in reverse house seniority order, in accordance with Article 7.03, with Poker Dealer(s) permitted to displace Associates with lower house seniority within that combined classification if qualified as a Dealer I, II, III or IV based on the criteria set forth in SIDE LETTER #UAW-4. This will result in the least-senior Associates in the single combined classification being laid off, only if staffing levels within the combined classification exceed the Employer's business needs. For purposes of recall, Associates in the Poker Dealer classification will be recalled as a separate classification, in accordance with Article 7.03, and Associates in the five classifications included in the Table Games Dealer Classifications will be combined into a single classification and recalled based on house seniority, in accordance with Article 7.03.

Layoff and recall rights shall otherwise be as set forth in Article 7.03 and the other applicable provisions of the Agreement.

**SIDE LETTER #UAW-6 –
POKER DEALERS
(formerly Side Letter #8)**

In March 2004, the Employer and the DCC entered into an agreement regarding the creation of a new job classification, known as Poker Dealer, covering Associates assigned to deal poker in the Employer's Poker Room. The Employer and the DCC superseded and replaced that agreement with **what was known as Side Letter #8** to their Collective Bargaining Agreement dated effective October 17, 2015 **and now desire to include it as SIDE LETTER #UAW-6 in their Collective Bargaining Agreement dated effective October 17, 2023 ("CBA")**. The parties thus agree as follows with respect to the Poker Dealer classification:

1. The job classification of Poker Dealer is covered by the CBA.
2. The wage rates for the Poker Dealer classification are set forth in Exhibit I to the CBA.
3. Tokes (tips) in the Poker Room (which term includes any overflow and/or expansion space used for Poker Dealers to deal poker to guests) must be collected and distributed in accordance with requirements imposed by the Michigan Gaming Control Board ("MGCB") and applicable law. As of the Effective Date of the CBA, the MGCB permits Poker Dealers to collect and keep their own tokes, provided that they comply with certain procedures; the Employer is also subject to an agreement with the IRS establishing toke reporting obligations for taxation purposes. Poker Dealers thus must comply with all toke collection procedures and properly report all of their tokes for taxation purposes.
4. **SIDE LETTER #UAW-4 (formerly Side Letter #7)** of the CBA governs the selection process for the opportunity to participate in the Poker Dealer training program ("Training Program") periodically offered by the Employer at no charge to qualified candidates. The Training Program typically requires attendance for five (5) weeks, five (5) days per week, four (4) hours per day; training time **for poker** is unpaid.
5. The opportunity for transfer to the Poker Room is made available only in the event of a vacancy in the Poker Dealer classification. To be considered, an individual must meet the Poker Proficiency Requirements (as set forth below) and also satisfy all of the other eligibility requirements set forth in the applicable job posting. Selection from the pool of eligible individuals is done in accordance with Article 7 of the CBA.
6. Dealers who transfer to the Poker Dealer classification retain the classification seniority number held at the time of transfer.
7. The Employer has the right to employ both full time and part time Poker Dealers in the Poker Room.
8. Poker Dealers are utilized only in the Poker Room; they are not permitted to deal games offered elsewhere on the casino floor. Poker Dealers desiring to transfer back to dealing

games offered elsewhere on the casino floor are not allowed to do so unless there is a vacancy for a Dealer dealing games elsewhere on the casino floor and the Poker Dealer satisfies the eligibility requirements for the applicable vacancy (including those in **SIDE LETTER #UAW-4**); selection from the pool of eligible individuals is done in accordance with Article 7 of the CBA.

9. For purposes of layoff **only**, the Poker Dealer and other Dealer classifications will be treated as a single classification as set forth in **SIDE LETTER #UAW-5** of the CBA, and the Associates in those classifications will be laid off as set forth in that Side Letter. **For purposes of recall, Associates in the Poker Dealer classification will be recalled as set forth in Article 7.03.**

10. To meet the procedural and operational needs of the Employer, individuals desiring to transfer to and remain in the Poker Dealer classification must satisfy the proficiency requirements established by the Employer for that classification ("Poker Proficiency Requirements"). The Poker Proficiency Requirements are as follows:

- a. In order for a Dealer to transfer into the Poker Dealer classification, the Dealer must have satisfied all requirements of the Training Program and passed the Employer's audition. At the time of completion of the Training Program, the Associate must consistently be dealing at least 24 poker hands per hour.
- b. After 90 days in the Poker Dealer classification, in order to continue in that classification, the Associate must consistently be dealing at least 28 poker hands per hour.
- c. After 180 days in the Poker Dealer classification, and at all times thereafter, the Associate must consistently be dealing at least 32 poker hands per hour.

If the Employer determines that a Poker Dealer has failed to meet and/or maintain the Poker Proficiency Requirements, the Poker Dealer will be allowed to return to the Employer's training center on his/her own time, without pay, for additional poker practice and will also be given eighty (80) additional hours of live poker dealing experience in order to correct the deficiencies; if the Employer concludes at the end of that eighty (80) hour period that the deficiencies have not been corrected and the Poker Proficiency Requirements have not been achieved, the Poker Dealer will be transferred back to his/her previous Dealer classification, on a temporary shift until such time as he/she bids to a posted vacancy. He/she will not be eligible for transfer to a Poker Dealer position for the one (1) year period following the date of transfer back to the Dealer classification.

**SIDE LETTER #UAW-7 –
SLOT TECHNICIANS
(formerly Side Letter #6)**

The parties agree that the Slot Technicians job classification at Motor City shall be divided into the following classifications based upon the specific qualifications and job functions outlined below.

A. Slot Technician Trainee. 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 Associate 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 Motor City 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 Motor City 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 Motor City job position for which he/she is qualified.

1. Slot Technician Trainee-Level I. 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. Slot Technician Trainee-Level II. 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. Slot Technician Trainee-Level III. 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. Slot Technician Trainee Level-IV. 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. Slot Technician. There are four (4) 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. Slot Technician-Level I. 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 (6) months of paid work time as a Slot Technician Trainee-Level IV.

2. Slot Technician-Level II. 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. Slot Technician-Level III (Journeyman). 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. Slot Technician-Senior Lead. 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").

B. Electronic Technician. A bargaining unit associate who believes that he or she has the necessary qualifications to fill a vacant Electronic Technician position may apply for promotion

to such vacant position. However, the decision whether to promote from within the Company or to hire an outside candidate shall be made by the Company in its discretion.

C. The parties agree that Slot Technicians will receive a one (1) time tool allowance of One Hundred Dollars (\$100.00). Additionally, in each subsequent year, Slot Technicians will be reimbursed up to **One Hundred Dollars (\$100.00)** per year for tool replacements following submission of the appropriate receipt.

D. Notwithstanding other terms of the Agreement, regarding layoff and recall, for purposes of layoff and recall within the Slot Technical Department, Slot Technician Trainee and Slot Technician classifications shall be considered as a single combined classification ("Combined Classification") for purposes of layoff and recall. All layoffs and recalls within the Slot Technical Department for that Combined Classification shall be conducted regardless of levels and in accordance with Section 7.03, except that department seniority within the Slot Technical Department (meaning the effective date of hire or transfer date into that Department) shall be used instead of house seniority.

In the event a layoff occurs within the Electronic Technician classification, the Electronic Technician(s) can displace Associate(s) with lower department seniority within the Combined Classification stated above, provided that he/she is qualified based on his/her qualifications or experience as set forth in this Side Letter #6. This will result in the least senior Associate(s) in the single Combined Classification being laid off, only if staffing levels within the Combined Classification exceed the Employer's business needs. Associates shall be recalled in the reverse order of the above. Other layoff and recall rights shall otherwise be as set forth in Article 7.03 and other applicable provisions of the Agreement.

Associates affected by a layoff who are at the time of the layoff enrolled in classes as provided for under Article 18 shall be allowed to continue taking those class(es) and be reimbursed for them for the duration of his/her recall rights.

**SIDE LETTER #UAW-8 –
TIP BOX FOR CLUB METRO**

- 1. Employer and the Union agree to allow a tip box to be placed at a mutually agreeable location at the Club Metro booth for the collection of tips for Players Club Clerks.**
- 2. Players Club Clerks are prohibited from soliciting tips.**
- 3. Players Club Clerks may only accept tips while working at the Club Metro booth. All tips that Players Club Clerks receive must be promptly placed in the tip box. All tips placed in that tip box must be pooled and distributed amongst Players Club Clerks only.**

The collection and distribution of such tips is subject to the approval of the Michigan Gaming Control Board (“MGCB”) and, if so approved, must be collected and distributed in accordance with requirements imposed by the MGCB and applicable law.

**SIDE LETTER #UH-1 –
BARTENDER SHIFT BIDDING**

In conducting shift bids for the Bartender classification, Employer will continue to utilize its scheduling system (e.g. Tugboat) to collect the shift bid preferences of Associates in that classification. Employer will then take those preferences into consideration when assigning shifts and days off for those Associates. Those assignments will be made by the Employer serially, in seniority order, with each Associate in that classification being given an individual opportunity to view online the assignments made for the more senior Associates in that classification and to then, within the next 25 minutes (or such other time period as is agreed upon by the Employer and Union), modify his/her preferences for shifts/days off so that those newly stated preferences can be considered by the Employer when assigning a shift/days off to that Associate.

**SIDE LETTER #UH-2 –
HOTEL CLASSIFICATIONS
(formerly Side Letter #12)**

FRONT SERVICES

Duties of Bellmen:

As part of their regular duties, Bellmen may be required to deliver to guest rooms items such as magazines, newspapers, gifts, shoe-shines, and/or similar items and/or items from the business service center. Bellmen shall be guaranteed a gratuity of Two Dollars and Fifty Cents (\$2.50) per delivery to a guest room when the Employer charges the customer a delivery charge for the delivery.

Bellmen – Guaranteed Gratuities – Baggage:

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 twenty-five (25) individuals) arrival or departure when charged to the guest. These guaranteed gratuities shall only be paid to the Bellmen who actually perform the services.

The Employer shall not reduce the guaranteed gratuities set forth herein. 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.

(b) The workload is defined as the number of “rooms” or “credits,” credits for special items such as Exceptionally Dirty / Trashed Rooms (as determined by the Employer), and suites and the assignment of pickup rooms.

2. Guest Room Attendant Workload.

(a) The maximum daily assignment of “rooms” or “credits” is **fifteen (15)**. Non suites shall be counted as one (1) credit; a standard suite as two (2) credits; premium suites as four (4) credits; and presidential suite as five (5) credits. The **fifteen (15)** rooms or credits is reduced in the event an Associate is given a daily number of checkouts as follows:

| Checkouts | Reduction |
|-----------|-----------|
| 11 | 1 |
| 12 | 2 |
| 13 | 3 |

(b) 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 shift.

(c) One (1) room or credit reduction shall be given whenever a Guest Room Attendant is required to make up three (3) rollaways during a shift.

(d) One (1) room or credit reduction shall be given for every two (2) floors assigned during a shift. **One (1) room or credit reduction shall be given each time a Guest Room Attendant completes cleaning three (3) guest rooms with two double beds during a shift.**

(e) “Exceptionally Dirty/Trashed Rooms” –The Employer will assign help, modify a Guest Room Attendant’s room assignments during a shift, or take such other action as is appropriate, when the Guest Room Attendant is responsible for cleaning an Exceptionally Dirty/Trashed Room, provided the Guest Room Attendant immediately reports such room following accessing it. **If the Guest Room Attendant believes that a room is an Exceptionally Dirty/Trashed Room, the Guest Room Attendant must immediately report it to management, and should promptly take photos of the room using the cell phone issued to him/her by the Employer. The Guest Room Attendant may then proceed with cleaning the next assigned rooms pending management viewing the room and deciding whether it qualifies as an Exceptionally Dirty/Trashed Room. Disputes as to management’s decision may be submitted to the Article 23 grievance procedures.**

3. Miscellaneous.

(a) Only Associates 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 (designated as such) left in guest rooms/suites by guests shall be the property of the Guest Room Attendants servicing those rooms/suites. 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 Attendants cleaned a covered room.

(d) **The Employer has programmed the phones in guest rooms/suites so that pressing a single button on the phones dials 911 and sends a message to the Security Department and the Hotel Manager on Duty. Guest Room Attendants and Housepersons concerned about personal safety while in a guest room/suite should press that button or use the Employer-issued cell phone to call the Hotel Manager on Duty for help. Additionally, the Employer intends to purchase, as soon as reasonably feasible, other personal safety devices for use by Guest Room Attendants while on duty. MotorCity also reaffirms its commitments with respect to maintaining a work environment free from sexual or other prohibited harassment, as set forth in Article 3.02 of this Agreement and in its other anti-discrimination policies.**

4. Linen & Facility Housepersons.

When performing laundry duties for hotel guests Housepersons shall receive an additional Two Dollars (\$2.00) per hour worked performing those duties.

**SIDE LETTER #UH-3 –
INTERNAL MAINTENANCE**

1. Within ninety (90) days after ratification of this Agreement, Employer will develop a six (6) month pilot program for bidding on stations for the Porter classification in the Internal Maintenance Department. At the end of that period, Employer and Union will confer regarding whether to continue the program.

2. The Employer will establish a separate job classification within the Internal Maintenance Department to be known as "Exterior Crew," which classification will receive the Project Crew Porter wage rate. Associates having the following qualifications and experience may be considered for a position in that classification, if a vacancy exists:

- **High school diploma or equivalent experience (or any other alternative deemed appropriate by the Employer);**
- **Knowledge of workplace safety requirements;**
- **Experience operating a variety of cleaning equipment (including but not limited to a street sweeper);**
- **Minimum of one year of experience with wall washing and cleaning similar exterior surfaces; and**
- **Minimum of one year of experience cleaning and removing trash from outdoor grounds, amenities, and parking lots.**

Employer and Union agree that, for purposes of addressing Employer's business needs, Employer may use Associates in the Exterior Crew classification to perform indoor duties that are typically performed by other job classifications in the Internal Maintenance department.

**SIDE LETTER #UH-4 –
SLOT FLOORPERSON JACKPOT ACCRUAL GRATUITIES**

Employer and Union agree that they will work together to explore the possibility of giving guests the ability to provide Slot Floorpersons with electronic gratuities in connection with self-processing slot machine jackpots at the W2-G level, where such technology allows doing so.

**SIDE LETTER #UH-5 –
BARTENDER WORKSTATIONS**

It is the intent of the Employer that the current system used for bartenders to bid for bar stations will remain in effect in the absence of circumstances justifying a different system, in which case the changes shall be made only after advance consultation with the Union. Accordingly, the bartenders will bid by classification seniority for their weekly schedules, including off days, shift start times and bar stations to which they will be assigned. Similarly, the stations shall be maximized by single bar locations before making multiple bar stations schedules available. The above language is not intended to abrogate any obligation of the Parties to engage in effects bargaining regarding changes made pursuant to the first sentence of this paragraph.