Labor Agreement

between

Matar City

and

Detroit Casino Council

(UNITEHERE!, UAW, TEAMSTERS, AND OPERATING ENGINEERS)



OCTOBER 17, 2015 – OCTOBER 16, 2020

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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. <u>Recognition</u>. 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. <u>Scope and Exclusions</u>. 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. <u>Food and Beverage Classifications</u>: 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. <u>Banquet Classifications</u>: 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 $\frac{1}{4}$) 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 $(1\frac{1}{2} X)$ 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 ($1\frac{1}{2} X$) 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).

ARTICLE 5 – VACATION, HOLIDAYS AND PERSONAL/SICK TIME

5.01. Vacation.

a. <u>Eligibility</u>. 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
1-0 years	8 hour shifts/8 days for Associates
	on 10 hour shifts)
7 11 years	120 hours (15 days for Associates
7-11 years	on 8 hour shifts/ 12 days for
	Associates on 10 hour shifts)
12	160 hours (20 days for Associates
12 years +	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. <u>Scheduling of Vacations</u>. 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. <u>Vacation Utilization</u>. 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. <u>Payment of Unused Vacation Time Upon Separation</u>. 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:

- 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. <u>Recognized Holidays</u>. 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
- 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	Personal/Sick
Completed Continuous Service:	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. <u>Payment of Unused Personal/Sick Time Upon Separation</u>. 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:

- 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.

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. <u>Introductory Period</u>. 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. <u>House Seniority</u>. 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. <u>Classification Seniority</u>. 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. <u>Other Work Opportunities</u>. 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 Employees 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 Employee and its Union or pay such Employee 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.

ARTICLE 8 – WAGES

8.01. <u>**Purpose**</u>. The purpose of this Article is to provide a basis for the computation of wages for Associates.

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

8.03. <u>Applicable Wage Rates</u>. 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. The base hourly rate in effect at 11:59 pm on October 16, 2015 for each classification reflected in Exhibit I attached to this Agreement shall continue in effect through October 16, 2018.

h. In the first year of this 2015 Agreement, each full-time Associate who is on the payroll on the date of ratification of this 2015 Agreement and has completed his/her Introductory Period shall be paid a one (1) time lump sum ratification bonus of Four Thousand Two Hundred Fifty (\$4,250) Dollars (less applicable taxes), which shall not be rolled into the Associate's base hourly rate. In the first year of this 2015 Agreement, each part-time Associate who is on the payroll on the date of ratification of this 2015 Agreement and has completed his/her Introductory Period shall be paid a one (1) time lump sum ratification bonus of Three Thousand Four Hundred (\$3,400.00) Dollars (less applicable taxes), which shall not be rolled into the Associate's base hourly rate. Associates who are on approved leaves of absence but otherwise satisfy the conditions for receipt of the lump sum ratification bonus will receive it upon their approved return to work. To receive the lump sum ratification bonus payment, the Associate must have been on the Employer's payroll on both the ratification date and payment date (including those on approved leaves of absence). The lump sum ratification bonus will be paid (or direct deposited) prior to December 25, 2015 if this Agreement is ratified by December 14, 2015. On written request of the Associate, the Employer shall contribute the lump sum ratification bonus payment to the Associate's 401(k) account to the extent allowed by the Employer's 401(k) plan and applicable law.

c. On October 17, 2018, the base hourly rate in effect at 11:59 pm on October 16, 2018 shall be increased by two percent (2%) or Thirty Cents (\$0.30) per hour, whichever is greater, for each classification reflected in Exhibit I attached to this Agreement, with each applicable pay rate set forth in Exhibit I.

d. On October 17, 2019, the base hourly rate in effect at 11:59 pm on October 16, 2019 shall be increased by three percent (3%) or Forty Five Cents (\$0.45) per hour, whichever is greater, for each classification reflected in Exhibit I attached to this Agreement, with each applicable pay rate set forth in Exhibit I.

e. <u>New Hire Wage Progression</u>:

i. Associates Hired Before October 17, 2015

Associates who were newly hired prior to October 17, 2015 and have not yet reached the Regular Wage Rate set forth in the 2011 Collective Bargaining Agreement will continue the wage progression established in the 2015 Collective Bargaining Agreement.

ii. Associates Hired On or After October 17, 2015

- 1. <u>New Hire Wage Rate</u>. Associates newly hired on or after October 17, 2015 shall receive the "new Hire" wage rate listed in Exhibit I according to his/her respective job classification for the first twelve (12) months of service.
- <u>Twelve (12) Month Wage Rate</u>. Associates newly hired on or after October 17, 2015 shall receive the "Twelve (12) Month" wage rate listed in Exhibit I, according to his/her respective job classification, after twelve (12) months of service. The Twelve (12) Month wage rate will be effective the first day of the first payroll period following the completion of the twelve (12) month period.
- <u>Twenty-Four (24) Month Wage Rate</u>. Associates newly hired on or after October 17, 2015 shall receive the "Twenty-Four (24) Month" wage rate listed in Exhibit I, according to his/her respective job classification, after twenty-four (24) months of service. The Twenty-Four (24) Month wage rate will be effective the first day of the first payroll period following the completion of the twenty-four (24) month period.
- 4. <u>Thirty-Six (36) Month Wage Rate</u>. Associates newly hired on or after October 17, 2015 shall receive the "Thirty-Six (36) Month" wage rate listed in Exhibit I, according to his/her respective job classification, after thirty-six (36) months of service. The Thirty-Six (36) Month wage rate will be effective the first day of the first payroll period following the completion of the thirty-six (36) month period.
- <u>Regular Wage Rate</u>. Associates newly hired on or after October 17, 2015 shall receive the "regular" wage rate listed in Exhibit I attached to this Agreement, according to his/her regular job classification, after forty-eight (48) months (four years) of service. The Regular wage rate will be effective the first day of the first payroll period following the completion of forty-eight (48) months (four years) of service.

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

8.04 <u>Out of Classification Pay</u>. 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. 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. <u>Banquet Service Charge Distribution</u>. Banquet Servers, Banquet Bartenders, and Banquet Captains serving banquet functions shall receive an automatic banquet service charge of seventeen percent (17%) on checks for food and beverage paid for by the customer. The seventeen percent (17%) 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 seventeen percent (17%) and retaining (and distributing as it elects in its sole discretion) any such amounts in excess of seventeen percent (17%). However, in the event the banquet service charge increases over twenty two percent (22%), the Banquet Servers, Banquet Bartenders, and Banquet Captains will receive half of the increase and the Employer will retain the other half.

9.08. <u>Banquets – Scheduling</u>. 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 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 Dollars (\$200.00) 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 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 service charge of One Dollar and **Seventy Five** Cents (\$1.75) for each delivery made by a Room Service Server shall be paid for delivering complimentary items such

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.

as fruit and other similar items, but excluding meals *or* beverages served with meals, sent to the guest room by the Employer.

(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 Dollars (**\$200**.00) per tipped Associate.

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

9.12. <u>Ala Carte Functions</u>. Associates serving á la carte parties of eight (8) or more customers 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. (a) <u>Theater</u>. 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) <u>Theater/Conference Center</u>. 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, Employees 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
		One 15-minute oreak
At least 6 hours but		One ¹ / ₂ hour meal period
fewer than 8 hours	One meal	One 15-minute break
8 hours or more but fewer		One ¹ / ₂ hour meal period
than 12 hours	One meal	Two 15-minute breaks
		Two 1/2 hour meal periods
12 hours and over	Two meals	Three 15-minute breaks

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

b. <u>Dealers</u>. 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. <u>Poker Dealers</u>. 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. <u>Eligibility</u>. 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. <u>Health Benefit Coverage</u>. Health benefit coverage shall be provided to Associates according to the plan designs and networks in existence at the time of ratification of this **2015** 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.

HAP Intro – 1 st Year	2016 Plan Year	2017 Plan Year	2018 Plan Year	2019 Plan Year	2020 Plan Year
Single	\$56.00	\$56.00	\$56.00	\$56.00	\$56.00
Double	\$86.00	\$86.00	\$86.00	\$86.00	\$86.00
Family	\$116.00	\$116.00	\$116.00	\$116.00	\$116.00
HAP Intro	2016 Plan Year	2017 Plan Year	2018 Plan Year	2019 Plan Year	2020 Plan Year
Single	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Double	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Family	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
НАР	2016 Plan Year	2017 Plan Year	2018 Plan Year	2019 Plan Year	2020 Plan Year
Single	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
Double	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
Family	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
BCN – 1 st Year	2016 Plan Year	2017 Plan Year	2018 Plan Year	2019 Plan Year	2020 Plan Year
	Year	2017 Plan Year \$51.00	2018 Plan Year \$51.00	2019 Plan Year \$51.00	2020 Plan Year \$51.00
BCN – 1 st Year Single Double		Year	Year	Year	Year
Single	Year \$51.00	Year \$51.00	Year \$51.00	Year \$51.00	Year \$51.00
Single Double	Year \$51.00 \$81.00	Year \$51.00 \$81.00	Year \$51.00 \$81.00	Year \$51.00 \$81.00	Year \$51.00 \$81.00
Single Double Family	Year \$51.00 \$81.00 \$111.00 2016 Plan	Year \$51.00 \$81.00 \$111.00 2017 Plan	Year \$51.00 \$81.00 \$111.00 2018 Plan	Year \$51.00 \$81.00 \$111.00 2019 Plan	Year \$51.00 \$81.00 \$111.00 2020 Plan
Single Double Family BCN	Year \$51.00 \$81.00 \$111.00 2016 Plan Year	Year \$51.00 \$81.00 \$111.00 2017 Plan Year	Year \$51.00 \$81.00 \$111.00 2018 Plan Year	Year \$51.00 \$81.00 \$111.00 2019 Plan Year	Year \$51.00 \$81.00 \$111.00 2020 Plan Year
Single Double Family BCN Single	Year \$51.00 \$81.00 \$111.00 2016 Plan Year \$25.00	Year \$51.00 \$81.00 \$111.00 2017 Plan Year \$25.00	Year \$51.00 \$81.00 \$111.00 2018 Plan Year \$25.00	Year \$51.00 \$81.00 \$111.00 2019 Plan Year \$25.00	Year \$51.00 \$81.00 \$111.00 2020 Plan Year \$25.00
Single Double Family BCN Single Double	Year \$51.00 \$81.00 \$111.00 2016 Plan Year \$25.00 \$45.00	Year \$51.00 \$81.00 \$111.00 2017 Plan Year \$25.00 \$45.00	Year \$51.00 \$81.00 \$111.00 2018 Plan Year \$25.00 \$45.00	Year \$51.00 \$81.00 \$111.00 2019 Plan Year \$25.00 \$45.00	Year \$51.00 \$81.00 \$111.00 2020 Plan Year \$25.00 \$45.00
Single Double Family BCN Single Double Family	Year \$51.00 \$81.00 \$111.00 2016 Plan Year \$25.00 \$45.00 \$55.00 2016 Plan	Year \$51.00 \$81.00 \$111.00 2017 Plan Year \$25.00 \$45.00 \$55.00 2017 Plan	Year \$51.00 \$81.00 \$111.00 2018 Plan Year \$25.00 \$45.00 \$55.00 2018 Plan	Year \$51.00 \$81.00 \$111.00 2019 Plan ¥25.00 \$45.00 \$55.00 2019 Plan	Year \$51.00 \$81.00 \$111.00 2020 Plan Year \$25.00 \$45.00 \$55.00 2020 Plan
Single Double Family BCN Single Double Family BCN BCN	Year \$51.00 \$81.00 \$111.00 2016 Plan Year \$25.00 \$45.00 \$55.00 2016 Plan Year	Year \$51.00 \$81.00 \$111.00 2017 Plan Year \$25.00 \$45.00 \$55.00 2017 Plan Year	Year \$51.00 \$81.00 \$111.00 2018 Plan Year \$25.00 \$45.00 \$55.00 2018 Plan Year	Year \$51.00 \$81.00 \$111.00 2019 Plan Year \$25.00 \$45.00 \$55.00 2019 Plan Year	Year \$51.00 \$81.00 \$111.00 2020 Plan Year \$25.00 \$45.00 \$55.00 2020 Plan Year

EMPLOYEE CONTRIBUTIONS PER MONTH

j. <u>Utilization Management Processes</u>. 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. <u>Vision</u>
 - 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 tokes).
- 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 <u>Health Benefits Joint Committee</u>. 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. <u>Domestic Partners</u>. Pursuant to the U.S. Supreme Court's decision in Obergefell v. Hodges (2015) which legalized same-sex marriage in every state throughout the United States, the Employer will phase out Domestic Partner health benefits as follows: Notwithstanding any provision of the 2015 Agreement, upon the date of ratification of the 2015 Agreement, the Employer will no longer provide Domestic Partner benefits, except that existing eligible same-sex Domestic Partners who participated in such benefits on such date of ratification shall be permitted to retain such benefits until December 31, 2016. In order to continue coverage for such benefits, the 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 Employees

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. Employee elective contributions continue to be available up to the maximum allowed by law

12.02. <u>The Enhanced Match.</u> Those DCC employees 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 employees 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
- The 2003 actual employer match contributions to the 401(k) accounts before 10/12/03 of those DCC employees 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 employees who made 401(k) contributions during 2003 but since terminated their employment, whether or not vested.

b. <u>Allocation of the Enhanced Match</u>. The Enhanced Match was allocated on a proportionate basis among all DCC employees 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 employee 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. <u>Employer Cents Per Hour Contribution</u>. The Employer will make contributions on a bi-weekly or weekly basis on behalf of eligible DCC employees 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. <u>Plan Design</u>. 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. <u>Dependent Care</u>. 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. <u>Work-Life</u>. 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. <u>Medical Leave</u>. 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. <u>Illness in the Immediate Family Leave</u>. 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. <u>Child-Rearing Leave</u>. 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. <u>Military Service Leave</u>. 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:

- 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. <u>Union Business Leave</u>. 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.

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. <u>Political Office Leave</u>. 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. <u>Personal Leaves of Absence</u>. 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. <u>Returning from a Leave of Absence</u>.

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.

- 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. <u>Mediation</u>. Mediation shall be implemented according to the following procedures:

a. <u>Selection and Cost</u>. Mediators will be mutually agreed upon and may be selected from the State or Federal Mediation Services. The parties shall share the cost and expenses of the Mediator.

b. <u>Issue for Mediation</u>. The issue mediated will be the same as the issue the parties failed to resolve through the Joint Health and Safety Committee.

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

d. <u>Authority/Jurisdiction of Mediator</u>. The Mediation process shall be informal. The Mediator has the authority to meet both jointly and separately with the parties; however, the Mediator has no authority to compel resolution of the issue. The jurisdiction of the Mediator shall not extend to proposed changes to any provisions of this Agreement.

e. <u>Record of Mediation</u>. The record of the Mediation shall be closed and inadmissible in any subsequent proceeding unless a written settlement is reached, in which case the record shall be admissible solely to interpret or apply the settlement, if necessary.

f. <u>Advisory Opinion</u>. Either party may request the Mediator give the party an oral advisory opinion.

g. <u>Written Materials</u>. Written material presented to the Mediator or to the other party shall be returned to the party presenting that material at the termination of the Mediation.

17.04. 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 threemonth 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.

 Receipts for books must show name and address of bookstore, date, total and names of books;

- Associates must meet the same eligibility criteria at the time of completion of the course as they did when they applied;
- 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.

1. Classes must be scheduled outside the Associate's regular work hours.

18.05. Associates whose jobs are designated for elimination as a result of technological change and Associates who are laid off as a result of technological change will be provided the opportunity to receive training to fill job openings in other classifications in the Bargaining Unit. Such training will be provided at the Company's expense. Such training may include "on-thejob" training and participation in the Employer's training programs, if any. Regular full-time and part-time Associates eligible to participate in the Employer's educational expense reimbursement program under the provisions of this Article may participate in the Employer's educational expense reimbursement program as specified in this Article. Associates who completed at least six (6) months of continuous service and are laid off as a result of technological change 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 this Article for one (1) semester of study. An Associate laid-off as a result of technological change shall have recall rights for the two (2) year period following layoff.

18.06. 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.

18.07. 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.

18.08. 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:

- 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 followup 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:

- 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. <u>Participation in self-help meetings</u>. 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 employee 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 employee involved may be tested only if reasonable cause exists to indicate that the employee 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 employee 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. <u>Warning Notices</u>. 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. <u>Time of Discharge</u>. 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. <u>Grievances</u>. 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. The parties agree to utilize the following procedures for resolving the grievances of Associates that are not resolved through consultation with their supervisor:

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

d. <u>Steps I-II</u>. Settlements reached at Step I-II shall be considered non-precedential, unless the Human Resources Director 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 Human Resources Director 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 decision of the Director of the Department or Director's designee 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. <u>Expedited Arbitration</u>. 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 decision of the Director of the Department or Director's designee 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 a rotation system from a predetermined panel of arbitrators who have agreed to be available to hold a hearing within the requisite period of time.
- 2. The arbitration shall be held within fifteen (15) calendar days of submission pursuant to 23.03 (a) above.
- 3. The arbitrator shall render the decision orally within twenty-four (24) hours of the hearing. The arbitrator's decision shall be final and binding on the parties. If one (1) or more parties request, the arbitrator shall reduce his or her decision to writing within thirty (30) calendar days.

b. <u>Formal Arbitration</u>. If a grievance involves an issue of contract interpretation, and it is not resolved pursuant to the grievance procedure set forth in Section 23.01 or 23.02, either party may submit the matter to final and binding arbitration within ten (10) calendar days of the decision of the Director of the Department or Director's designee 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 by a rotation system from a panel of arbitrators.
- 2. No arbitrator shall be chosen to serve in two (2) consecutive formal arbitrations unless by mutual consent of the parties.
- c. <u>General</u>.
 - 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.
- 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. The expenses and fees of the arbitrator shall be shared equally by the Employer and the Union.

23.04. <u>Mitigation of Damages</u>. 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 any criminal, civil or other penalties and/or liability resulting from their violation of this Article.

ARTICLE 26 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

26.01. <u>Right to Manage</u>. 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. <u>Rules and Posting</u>. 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. Effect of State Law. The union security provisions of this Agreement (Articles 27.02 and 27.04, below) shall be of no force and effect so long as such provisions are contrary to Michigan law as expressed in 2012 Public Act No. 348 (MCL 423.14); provided, however, that if such state law is either declared invalid or is repealed or modified to make union security (including any form thereof) lawful, the union security provisions of this Agreement will again be in force and effect to the fullest extent permitted by law, including without limitation such lesser forms of union security such as "fair share" or "agency fee" if those lesser forms of union security are all that is permitted by state law.

For purposes of this Article and Articles 28 and 29, the term "Union" may refer to the Detroit Casino Council or one of the individual labor organizations constituting the Detroit Casino Council as the context implies. At all times, the following provisions respecting union membership shall remain in effect in the bargaining unit or units covered by this Agreement:

An Associate who is a member of the Union or one of its constituent labor organizations at the time this Agreement becomes effective shall continue to be eligible for membership therein for the duration of this Agreement, subject to such terms as may be promulgated or enforced by the Union or its constituent labor organization(s) for acquisition and retention of membership.

An Associate who is not a member of the Union or one of its constituent labor organizations at the time this Agreement becomes effective may become a member of the Union or one of its constituent labor organizations at any time after employment and remain a member thereof for the duration of this Agreement, subject to such terms as may be promulgated or enforced by the Union or the constituent labor organization(s) for acquisition and retention of membership.

27.02. <u>Union Shop.</u> Subject to the provisions of the Labor Management Relations Act, 1947, as amended, it shall be a condition of their employment that all Associates covered by this Agreement who are members of the union, 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 Union, on the date of execution of this Agreement shall, on the 30th day following execution of this Agreement, become and remain members of the Union. 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 Union, throughout the period of their employment with the Employer.

27.03. <u>Indemnification</u>. The Union 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 Union, in accordance with the provisions of this Article.

27.04. <u>Enforcement Mechanism</u>. 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 uniformly required as a condition of acquiring membership in the Union, 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 from the pay of those Associates who have voluntarily authorized such deductions in writing as provided in Section 28.02. Such membership dues 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 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 bi-weekly basis to each of the four (4) Unions comprising the DCC an appropriate list of all Associates hired, transferred or promoted into the Union's jurisdiction. 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 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 employee (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 Steward 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 employees 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. <u>Ownership</u>. 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. <u>Obligations on Employer Selling or Assigning</u>. 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.</u>

34.03. <u>Obligations on Successor Employers</u>. 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, 2015 until 11:59 p.m. on October 16, 2020.

In WITNESS WHEREOF, the parties hereto by their duty designated representatives have hereunto set their hands this $\underline{////}$ day of $\underline{///}$, 2016, in Wayne County, State of Michigan.

FOR THE EMPLOYER:

MotorCity Casino-Hote

FOR THE DETROIT CASINO COUNCIL:

UNITEHÈRE! Local 24

International Brotherhood of Teamsters

International Union, UAW

UAW, Local 7777

International Union of Operating Engineers, Local 324

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

This Summary of Benefits 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	Plan pays 100% after deductible	Admissions require ASR to be notified within 48
as necessary		hours of admission. Failure to notify ASR within 48
		hours could result in a penalty. The penalty does not
		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	1.2	1 2
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	
Speech Therapy	\$20 copay	Up to 60 combined visits per benefit year – May be rendered at home
Occupational Therapy	\$20 copay	rendered at nome
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 Benefits 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 innetwork 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	Deductibles do not include Copays
	\$500 Family	1.2
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	\$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	
Intensive, Cardiac and Other Specialty Units as	Plan pays 100% after deductible	Admissions require ASR to be notified within 48
necessary		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 nor herefit year. May
Speech Therapy	\$20 copay	Up to 60 combined visits per benefit year – May be rendered at home
Occupational Therapy	\$20 copay	be rendered at nome
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 BlueSM PPO Benefits-at-a-Glance for Detroit Entertainment, L.L.C. DBA MotorCity Casino Hotel

The information in this document 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

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 specially 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. Commanity Blue – BCK 12-13-11

Preventive Care Services	In-Network	Out-of Network*
Well-baby and child care visits Preventive Care Services	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
	100% (1.1.111)	NY / 1
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	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
	One per member per calendar year	
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)	\$150 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 Diagnostic tests and x-rays	100% after in-network deductible 100% after in-network deductible	60% after out-of-network deductible 60% after out-of-network deductible
Therapeutic radiology	100% after in-network deductible	60% after out-of-network deductible

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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 certific	ed nurse midwife
Delivery and nursery care	100% (after in-network deductible)	60% after out-of-network deductible
	Includes covered services provided by a certifie	ed nurse midwife
Hospital Care		
Semiprivate room inpatient physician care, general nursing care, hospital services and supplies Note : Nonemergency services must be	100% after in-network deductible	60% after out-of-network deductible
rendered in a participating hospital	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	100% after in-network deductible	100% after in-network deductible
participating skilled nursing facility	Limited to a maximum of 120 days per membe	r per calendar year
Hospice care	100% (no deductible or copay)	100% (no deductible or copay)
	transitions into individual case management)	ting hospice program only ; limited to dollar ically (after reaching dollar maximum, member
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

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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	60% after out-of-network deductible
	Unlimited days	
Inpatient substance abuse treatment	100% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Outpatient mental health care:		100% after in-network deductible, in
Facility and clinic	100% after in-network deductible	participating facilities only
Physician's office**	100% after in-network deductible**	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 procedure	s 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	it copay.
Other Covered Services		
Outpatient Diabetes Management	100% after-in-network deductible for diabetes	60% after out-of-network deductible
Program (ODMP)	medical supplies;	
Note: Effective July 1, 2011, when you	100% (no deductible or copay) for diabetes	
purchase your diabetic supplies via mail	self-management training	
order you will lower your out-of-pocket costs Allergy testing and therapy	100% (no deductible)	60% after out-of-network deductible
Chiropractic spinal manipulation and	100% (no deductible)	60% after out-of-network deductible
osteopathic manipulative therapy	Limited to a combined maximum of 24 visits pe	
1 1 15	100% after in-network deductible	60% after out-of-network deductible
Outpatient physical, speech and occupational therapy – provided for	100% after in-network deductible	
rehabilitation		Note: Services at nonparticipating outpatient physical therapy facilities are not covered
renabilitation	Limited to a combined maximum of 60 visits pe	
Develation of the second second		100% after in-network deductible
Durable medical equipment	100% after in-network deductible	
Prosthetic and orthotic appliances –	100% after in-network deductible	100% after in-network deductible
includes benefits for hair prostheses		
(wigs) for dependent children, one per calendar year		
	50% after in-network deductible	50% after in-network deductible
Private duty nursing	30% after in-network deductible	30% after in-network deductible

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EXHIBIT 1 – WAGE CHART

MCC	Octo	October 17, 20	15 to Octo	2015 to October 16, 2018	18		2%	2% or \$0.30/hr	5			3% 0	3% or \$0.45/hr		
	100%	95%	90%	85%	80%	100%	95%	90%	85%	80%	%00I	95%	90%	85%	80%
Contraction of Classification	After 48		24 Martha	12 Martha	New	After 48	36 Monthe	24 Martha	12 Mandra	New	After 48	36 Martha	24 Months	12	New
ECOD & BEVEDACE	SILUTIO	MOILUIS	MOIIIIS	SIDUOIM	алис	MOILUS	SIMUTAT	MOILUIS	SINUOTAI	allfe	INTOTHIS	MOILUIS	SIMUTAT	MIDIN	ann
Fine Dining Busperson	13.35	12.68	12.02	11.35	10.68	13.65	12.97	12.29	11.60	10.92	14.10	13.40	12.69	11.99	11.28
Buffet Busperson	13.35	12.68	12.02	11.35	10.68	13.65	12.97	12.29	11.60	10.92	14.10	13.40	12.69	11.99	11.28
Busser	13.35	12.68	12.02	11.35	10.68	13.65	12.97	12.29	11.60	10.92	14.10	13.40	12.69	11.99	11.28
Dining Room Attendant	15.24	14.48	13.72	12.95	12.19	15.53	14.75	13.98	13.20	12.42	16.00	15.20	14.40	13.60	12.80
Fine Dining Server	10.58	10.05	9.52	8.99	8.46	10.89	10.35	9.80	9.26	8.71	11.34	10.77	10.21	9.64	9.07
Fine Dining Host(ess)	15.24	14.48	13.72	12.95	12.19	15.53	14.75	13.98	13.20	12.42	16.00	15.20	14.40	13.60	12.80
Buffet Host(ess)	15.24	14.48	13.72	12.95	12.19	15.53	14.75	13.98	13.20	12.40	16.00	15.20	14.40	13.60	12.80
Table Side Cook/Server	16.47	15.65	14.82	14.00	13.18	16.80	15.96	15.12	14.28	13.44	17.30	16.44	15.57	14.71	13.84
Host(ess)	15.24	14.48	13.72	12.95	12.19	15.53	14.75	13.98	13.20	12.42	16.00	15.20	14.40	13.60	12.80
Banquet Server	10.58	10.05	9.52	8.99	8.46	10.89	10.35	9.80	9.26	8.71	11.34	10.77	10.21	9.64	9.07
Banquet Captain	13.03	12.38	11.73	11.08	10.42	13.33	12.66	12.00	11.33	10.66	13.78	13.09	12.40	11.71	11.02
Event Person	16.35	15.53	14.72	13.90	13.08	16.68	15.85	15.01	14.18	13.34	17.18	16.32	15.46	14.60	13.74
Room Service Server	10.58	10.05	9.52	8.99	8.46	10.89	10.35	9.80	9.26	8.71	11.34	10.77	10.21	9.64	9.07
Room Service Order Taker	14.82	14.08	1334	12 60	11 86	1512	14 36	13 61	17 85	12 10	1557	14 79	14 02	13 24	12 46
General Server	10.59	10.06	9.53	9.00	8.47	10.89	10.35	9.80	9.26		11.34	10.77	10.21	9.64	9.07
First Line Cook	20.61	19.58	18.55	17.52	16.49	21.03	19.98	18.93	17.88	16.82	21.66	20.58	19.49	18.41	17.33
Baker	20.61	19.58	18.55	17.52	16.49	21.03	19.98	18.93	17.88	16.82	21.66	20.58	19.49	18.41	17.33
Prep Cook	17.85	16.96	16.07	15.17	14.28	18.21	17.30	16.39	15.48	14.57	18.76	17.82	16.88	15.94	15.01
Line Cook	19.78	18.79	17.80	16.81	15.82	20.19	19.18	18.17	17.16	16.15	20.80	19.76	18.72	17.68	16.64
Food Cashier	19.77	18.78	17.79	16.80	15.82	20.18	19.17	18.16	17.15	16.14	20.79	19.75	18.71	17.67	16.63
Food Runner	15.93	15.13	14.34	13.54	12.74	16.26	15.45	14.63	13.82	13.01	16.75	15.91	15.07	14.24	13.40
Utility Person	15.59	14.81	14.03	13.25	12.47	15.89	15.10	14.30	13.51	12.71	16.37	15.55	14.73	13.91	13.10
Bar Back	14.89	14.15	13.40	12.66	11.91	15.19	14.43	13.67	12.91	12.15	15.65	14.86	14.08	13.30	12.52
Club Server	12.49	11.87	11.24	10.62	9.99	12.79	12.15	11.51	10.87	10.23	13.24	12.58	11.92	11.25	10.59
Club Host	15.58	14.80	14.02	13.24	12.46	15.89	15.10	14.30	13.51	12.71	16.37	15.55	14.73	13.91	13.09
Club Bartender	17.04	16.19	15.34	14.48	13.63	17.38	16.51	15.64	14.77	13.90	17.90	17.01	16.11	15.22	14.32

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MCC	Oct	October 17, 2015 to October 16, 2018	15 to Octo	ber 16, 20	18		2%	2% or \$0.30/hr	L			3% 0	3% or \$0.45/hr		
	100%	95%	<i>90%</i>	85%	80%	%00I	95%	90%	85%	80%	100%	95%	<i>90%</i>	85%	80%
Current Classification	After 48 Months	36 Months	24 Months	12 Months	New Hire	After 48 Months	36 Months	24 Months	12 Months	New Hire	After 48 Months	36 Months	24 Months	12 Months	New Hire
Bartender	16.71	15.	15.04	14.20	13.37	17.04	16.19	15.34	14.48	13.63	17.55	16.67	15.80	14.92	14.04
Bartender - Lead	17.44	16.57	15.70	14.82	13.95	17.79	16.90	16.01	15.12	14.23	18.32	17.40	16.49	15.57	14.66
VIP Server	17.44	16.57	15.70	14.82	13.95	17.79	16.90	16.01	15.12	14.23	18.32	17.40	16.49	15.57	14.66
Banquet Bartender	16.71	15.87	15.04	14.20	13.37	17.04	16.19	15.34	14.48	13.63	17.55	16.67	15.80	14.92	14.04
Cocktail Server	12.16	11.55	10.94	10.34	9.73	12.46	11.84	11.21	10.59	9.97	12.91	12.26	11.62	10.97	10.33
Cocktail Server - Lead	13.00	12.35	11.70	11.05	10.40	13.30	12.64	11.97	11.31	10.64	13.75	13.06	12.38	11.69	11.00
SLOTS															
Slot Tech Trainee Level I	19.29					19.68					20.27				
Slot Tech Trainee Level II	20.56					20.98					21.61				
Slot Tech Trainee Level	2816										90 66				
Slot Tech Trainee Level	C0.12					67:77					06.77				
IV	23.14					23.60					24.31				
Slot Tech Level I	25.71	24.43	23.14	21.86	20.57	26.22	24.91	23.60	22.29	20.98	27.01	25.66	24.31	22.96	21.61
Slot Tech Level II	30.38	28.86	27.34	25.82	24.30	30.99	29.44	27.89	26.34	24.79	31.92	30.32	28.73	27.13	25.54
Slot Tech Level III (Journeyman)	32.60	30.97	29.34	27.71	26.08	33.25	31.59	29.93	28.26	26.60	34.25	32.54	30.82	29.11	27.40
Electronic Technician	33.99	32.	30.59	28.89	27.19	34.67	32.94	31.20	29.47		35.71	33.92	32.14	30.35	28.57
Slot Floorperson	16.71	15.	15.04	14.20	13.37	17.04	16.19	15.34	14.48	13.63	17.55	16.67	15.80	14.92	14.04
Casino Concierge	15.91	15.11	14.32	13.52	12.73	16.23	15.42	14.61	13.80	12.98	16.72	15.88	15.05	14.21	13.37
TABLE GAMES															
Dealer Trainee	8.60			_		8.91					9.36				
Dealer Level I	10.88	10.34	9.79	9.25	8.70	11.19	10.63	10.07	9.51	8.95	11.64	11.06	10.48	9.89	9.31
Dealer Level II	11.19	10.63	10.07	9.51	8.95	11.49	10.92	10.34	9.77	9.19	11.94	11.34	10.75	10.15	9.55
Dealer Level III	11.54	10.96	10.39	9.81	9.23	11.84	11.25	10.66	10.06	9.47	12.29	11.68	11.06	10.45	9.83
Dealer IV	11.91	11.31	10.72	10.12	9.53	12.21	11.60	10.99	10.38	9.77	12.66	12.03	11.39	10.76	10.13
Poker Dealer	11.37	10.80	10.23	9.66	9.10	11.67	11.09	10.50	9.92	9.34	12.12	11.51	10.91	10.30	9.70
Pit Card and Dice Clerk	16.71	15.87	15.04	14.20	13.37	17.04	16.19	15.34	14.48	13.63	17.55	16.67	15.80	14.92	14.04
Pit Clerk	16.71	15.87	15.04	14.20	13.37	17.04	16.19	15.34	14.48	13.63	17.55	16.67	15.80	14.92	14.04
Pit Tech Trainee Level I	20.56	19.53	18.50	17.48	16.45	20.97	19.92	18.87	17.82	16.78	21.60	20.52	19.44	18.36	17.28
Pit Tech Trainee Level II	23.53	22.35	21.18	20.00	18.82	24.00	22.80	21.60	20.40	19.20	24.72	23.48	22.25	21.01	19.78
Pit Tech Trainee Level III	25.02	23.77	22.52	21.27	20.02	25.52	24.24	22.97	21.69	20.42	26.29	24.97	23.66	22.34	21.03
							.								

JON	Octo	October 17, 20	2015 to October 16, 2018	ber 16, 20	18		2%	2% or \$0.30/hr				3% 0	3% or \$0.45/hr		
	%001	92%	%06	85%	80%	%00I	95%	%06	85%	80%	%001	95%	%06	85%	80%
	After 48	36	24	12	New	After 48	36	24	12	New	After 48	36	24	12	New
Pit Tech Trainee Level IV	26.47	25.15	23.82	22.50	21.18	27.00	25.65	24.30	22.95	21.60	27.81	26.42	25.03	23.64	22.25
Pit Technician Level I	29.42			25.01	23.54	30.02	28.52	27.02	25.52	24.02	30.92	29.37	27.83	26.28	24.74
Pit Technician Level II	31.60	30.02	28.44	26.86	25.28	32.23	30.62	29.01	27.40	25.78	33.20	31.54	29.88	28.22	26.56
Pit Technician - Lead	32.31	30.69	29.08	27.46	25.85	32.96	31.31	29.66	28.02	26.37	33.95	32.25	30.55	28.86 27.16	27.16
INTERNAL MAINTENANCE	NCE														
Project Crew Porter	17.38	16.51	15.64	14.77	13.90	17.74	16.85	15.97	15.08	14.19	18.27	17.36	16.44	15.53	14.62
Porter	16.71	15.87	15.04	14.20	13.37	17.04	16.19	15.34	14.48	13.63	17.55	16.67	15.80	14.92	14.04
CAGE															
Cage Cashier	19.77	18.78	17.79	16.80	15.82	20.18	19.17	18.16	17.15	16.14	20.79	19.75	18.71	17.67	16.63
Main Bank Cashier	24.56	23.33	22.10	20.88	19.65	25.06	23.81	22.55	21.30	20.05	25.81	24.52	23.23	21.94	20.65
Associate Bank Cashier	21.32	20.25	19.19	18.12	17.06	21.75	20.66	19.58	18.49	17.40	22.40	21.28	20.16	19.04	17.92
Cage & Count Room Technician	28.29	26.88	25.46	24.05	22.63	28.86	27.42	25.97	24.53	23.09	29.73	28.24	26.75	25.27 23.78	23.78
Count Team Member	19.97	18.97	17.97	16.97	15.98	20.37	19.35	18.33	17.31	16.30	20.98	19.93	18.88	17.83	16.78
Drop Team Member	19.97	18.97	17.97	16.97	15.98	20.37	19.35	18.33	17.31	16.30	20.98	19.93	18.88	17.83	16.78
ENGINEERING															
Maintenance Trainee Level I	18.62	17.69	16.76	15.83	14.90	18.99					19.56				
Maintenance Trainee															
Level II	21.27	20.21	19.14	18.08	17.02	21.70					22.35				
Maintenance Trainee Level III	22.59	21.46	20.33	19.20	18.07	23.04					23.73				
Maintenance Trainee Level IV	23.92	22.72	21.53	20.33	19.14	24.40					25.13				
Engineer/Level I	26.57	25.24	23.91	22.58	21.26	27.10	25.75	24.39	23.04	21.68	27.91	26.52	25.12	23.73	22.33
Engineer/Level II	29.57	28.09	26.61	25.13	23.66	30.16	28.65	27.14	25.64	24.13	31.06	29.51	27.96	26.41	24.85
Engineer/Level III	32.60	30.97	29.34	27.71	26.08	33.25	31.59	29.93	28.26	26.60	34.25	32.54	30.82	29.11	27.40
Engineering Operator	35.28	33.52	31.75	29.99	28.22	35.99	34.19	32.39	30.59	28.79	37.07	35.22	33.36	31.51	29.66
Gardner	17.38	16.51	15.64	14.77	13.90	17.74	16.85	15.97	15.08	14.19	18.27	17.36	16.44	15.53	14.62
ENTERTAINMENT															
AV Tech Trainee Level I	18.58	17.65	16.72	15.79	14.86	18.95	18.00	17.06	16.11	15.16	19.52	18.54	17.57	16.59	15.61
AV Tech Trainee Level II	21.27	20.21	19.14	18.08	17.02	21.70	20.62	19.53	18.45	17.36	22.35	21.23	20.12	19.00	17.88

MCC	Octo	October 17, 20	, 2015 to October 16, 2018	ber 16, 20	18		2%	2% or \$0.30/hr				3% 0	3% or \$0.45/hr		
	%00I	95%	90%	85%	80%	%00I	95%	90%	85%	80%	%00I	95%	90%	85%	80%
Current Classification	After 48 Months	36 Months	24 Months	12 Months	New Hire	After 48 Months	36 Months	24 Months	12 Months	New Hire	After 48 Months	36 Months	24 Months	12 Months	New Hire
AV Tech Trainee Level III	22.51	21.38	20.26	19.13	18.01	22.96	21.81	20.66	19.52	18.37	23.65	22.47	21.28	20.10	18.92
AV Tech Trainee Level IV	23.92	22.72	21.53	20.33	19.14	24.40	23.18	21.96	20.74	19.52	25.13	23.88	22.62	21.36	20.11
AV Technician Level I	26.57	25.24	23.91	22.58	21.26	27.10	25.75	24.39	23.04	21.68	27.91	26.52	25.12	23.73	22.33
AV Technician Level II	29.10	27.65	26.19	24.74	23.28	29.68	28.20	26.71	25.23	23.75	30.57	29.04	27.52	25.99	24.46
AV Technician Level III	29.78	28.29	26.80	25.31	23.82	30.38	28.86	27.34	25.82	24.30	31.29	29.73	28.16	26.60	25.03
RETAIL															
Retail Sales Host	19.77	18.78	17.79	16.80	15.82	20.18	19.17	18.16	17.15	16.14	20.79	19.75	18.71	17.67	16.63
Retail Inventory Control Clerk	21.32	20.25	19.19	18.12	17.06	21.75	20.66	19.58	18.49	17.40	22.40	21.28	20.16	19.04	17.92
Coat Check Host	12.43	11.81	11.19	10.57	9.94	12.73	12.09	11.46	10.82	10.18	13.18	12.52	11.86	11.20 10.54	10.54
RECEIVING															
Receiver	16.71	15.87	15.04	14.20	13.37	17.04	16.19	15.34	14.48	13.63	17.55	16.67	15.80	14.92	14.04
WARDROBE															
Uniform Control Clerk	15.93	15.13	14.34	13.54	12.74	16.26	15.45	14.63	13.82	13.01	16.75	15.91	15.07	14.24	13.40
Uniform Control Clerk -				1											-
Lead	1 /.08	10.23	15.01	14.52	13.00	1/.42	CC.01	80.CI	14.81	13.94	1 /.94	c0./1	c1.01	CZ.CI	14.33
Seamstress	16.64	15.81	14.98	14.14	13.31	16.97	16.12	15.27	14.42	13.58	17.48	16.61	15.73	14.86	13.98
HOTEL					-			-		-				-	
Bellman/Doorman	11.21	10.65	10.09	9.53	8.97	11.51	10.93	10.36	9.78	9.21	11.96	11.36	10.76	10.17	9.57
Concierge	15.91	15.11	14.32	13.52	12.73	16.23	15.42	14.61	13.80	12.98	16.72	15.88	15.05	14.21	13.37
Guest Service Agent	17.89	17.00	16.10	15.21	14.31	18.25	17.34	16.43	15.51	14.60	18.80	17.86	16.92	15.98	15.04
Guest Room Attendant	16.35	15.53	14.72	13.90	13.08	16.68	15.85	15.01	14.18	13.34	17.18	16.32	15.46	14.60	13.74
Guest Floor Attendant	15.59	14.81	14.03	13.25	12.47	15.90	15.11	14.31	13.52	12.72	16.38	15.56	14.74	13.92	13.10
Linen & Facility	1635	15 53	CL V 1	13 00	13.08	16.68	15.85	15 01	14.18	13 37	17 18	16 37	15 16	14 60	13 74
Sna & Fitness Guide	14.04	13.34	17.64	11 93	11 23	10.00	13.62	10.01	12 19	11 47	14.79	14.05	13 31	12 57	11 83
Spa Technician - Nail															
Tech	9.86	9.37	8.87	8.38	7.89	10.16	9.65	9.14	8.64	8.13	10.61	10.08	9.55	9.02	8.49
Spa Technician - Massage	11.55	10.97	10.40	9.82	9.24	11.85	11.26	10.67	10.07	9.48	12.30	11.69	11.07	10.46	9.84
Spa Technician - Esthetician	11.55	10.97	10.40	9.82	9.24	11.85	11.26	10.67	10.07	9.48	12.30	11.69	11.07	10.46	9.84
						84	4								

MCC	Octo	October 17, 20	15 to Octo	2015 to October 16, 2018	18		2%	2% or \$0.30/hr	-			3% 01	3% or \$0.45/hr		
	%00I	95%	90%	85%	80%	%00I	95%	90%	85%	80%	%00I	95%	90%	85%	80%
	After 48	36	24	12	New	After 48	36	24	12	New	After 48	36	24	12	New
Current Classification	Months Months		Months	Months	Hire	Months	Months	Months	Months	Hire	Months	Months	Months	Months	Hire
THEATRE															
Theatre Event Staff	10.58	10.05	9.52	8.99	8.46	10.88	10.34	9.79	9.25	8.70	11.33	10.76	10.20	9.63	9.06
TRANSPORTATION															
Valet Attendant	11.20	10.64	10.08	9.52	8.96	11.50	10.93	10.35	9.78	9.20	11.95	11.35	10.76	10.16	9.56
Valet Attendant - Lead	14.56	13.83	13.10	12.38	11.65	14.87	14.13	13.38	12.64	11.90	15.32	14.55	13.79	13.02	12.26
Valet Cashier	16.71	15.87	15.04	14.20	13.37	17.04	16.19	15.34	14.48	13.63	17.55	16.67	15.80	14.92	14.04
Traffic & Booth	13.67	12.99	12.30	11.62	10.94	13.97	13.27	12.57	11.87	11.18	14.42	13.70	12.98	12.26	11.54
Attendant															
Shuttle Driver	16.71	15.87	15.04	14.20	13.37	17.04	16.19	15.34	14.48	13.63	17.55	16.67	15.80	14.92	14.04
PLAYER DEVELOPMENT	LZ														
Players Club Clerk	18.58	17.65	16.72	15.79	14.86	18.97	18.02	17.07	16.12	15.18	19.54	18.56	17.59	16.61	15.63

EXHIBIT 2 -**UAW DUES CHECK-OFF CARD**

A-57-58 Rev. 5/2007

APPLICATION FOR MEMBERSHIP

Carton an

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

		Dat	9
Name		Local #	Unit #
Address	City	Sta	ite ZiP
Tel #	Dept	SSN/Ee #	week got

I hereby designate, select and empower the Infernational 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 of amployment, and I hereby revoke avery 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 Community and laws of the Union and the Commune of the United States (or the Dominion of Canada as the case my be); to comply with all the rules and regulations for the government thereoft not to dividge 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 to as not to king reprotech upon my Union; and at all times to best rune 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.



TO THE

Applicant's Signature

Witness

AUTHORIZATION FOR CHECK-OFF OF DUES



COMPANY Date Intereby assign to Local Union No. _______International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAM), from any wages sarated or to be sarned by me or a regular supplemental unemployment base payable under its supplemental unemployment baseff lain as your employee (in noy 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 inflation or reintatement for and monthly dues in such sum as may be established from time to time as union dues in accordance with the Cosmunov of the International Union, UAW. I authorize and direct you to deduct such amount from my pay and for remit same is the Union at such times and in such manner as may be asplicated in the union of the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the pariod 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 subtrication, whichever occurs asone, unless state law provides a short pariod; and Larger and direct that this assignment, authorization, authorization, whichever occurs asone, unless state law provides a short pariod; and Larger and direct the think assignment, authorization, whichever occurs asone called law control the union, not more than twenty (20) days and not loss that an (10) days prior to the expiration of sach pended of one (1) year, or ef each applicable collective agreement between the Company and the Union, whichever occurs sooner, unless state law provides a shorter pariod.

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	0.11223033	Salada and		Constanting of
Signature of Employee here			tetanowane e	institutio) i
Address of Employee	Contraction of Contraction	1	e	
City	1000	State	Zip	assumité ,
Date of Signature	Employee Clock Number	3,001	Soc. Sec.#	
Date of Delivery to Employer		9900/	A-57-58 R	ev. 5/2007

EXHIBIT 3-UNITEHERE! DUES CHECK-OFF CARD

I, the undersigned, hereby request and voluntarily authorize the Employer to deduct from any wages or compensation due me, an amount equal to the regular monthly dues uniformly applicable to members of **UNITEHERE! Local 24** ("the Union") in accordance with the Constitution and By-Laws of 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 during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable contract between the Employer and the Union, whichever occurs sconer, and shall be automatically renewed as an irrevocable check-off from year to year unless revoked as hereinabove provided, irrespective of whether I am a Union member.

. 201				
Today's Date	Name (Please Print)			
Current Employer	Signature			
Job Title	Social Security Number			
Date of Hire	Home Phone/Cell Phone			
Email Address	Texting Opt/In Y N			
Full Street Address (including Apt. #)	City Zip Cod			
IVORY: Union	YELLOW: Employer			

Giving Workers A Voice

I hereby authorize the Employer to deduct from my pay the sum of \$_____ per month and to forward that amount to the UNITE HERE TIP Campaign Committee. This authorization is signed voluntarily and with the understanding that the UNITE HERE TIP Campaign Committee 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 the 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 President, UNITEHERE! Local 24, 300 River Place Dr., Ste. 2700, Detroit, MI 48207.

, 201, 201	Name (Please Print)
Current Employer	Signature
Social Security Number	
IVORY: Union	YELLOW: Employer



CHILDEN COLOR

EXHIBIT 4 – TEAMSTERS DUES CHECK-OFF CARD APPLICATION AND NOTICE For Membership in Local Union No. ______ Affiliated with the International Brotherhood of Teamsters

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 object to paymane 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					Occup	ation	
	(LAST NAME)	(FIRST NAME)	(MIDDL	E INITIAL)			
Street					Phone		
City				State		Zip Code	
Employer						yment	
Street					Phone		
City				State		Zip Code	
Initiation Fee \$			Paid to _				
Date of Birth			Social Se	curity No			
Have you ever	been a member of a	Teamster Local Union?_					
If yes, what Loc	al Union No.						

DATE OF APPLICATION

White Copy to Local Union

Yellow Copy to Local Union

SIGNATURE OF APPLICANT

Pink Copy to Applicant

DESCRIPTION OF

CHECKOFF AUTHORIZATION AND ASSIGNMENT

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 of 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.

Date	
	Zip Code

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

AUTHORIZATION FOR PAYROLL DEDUCTION INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 324- A, B, C, D, G, H, P, RA, S - AFL-CIO 500 Hulet Drive • Bloomfield Township, Michigan 48302

I hereby voluntarily authorize my Employer to deduct from my wages such initiation fees, union dues, and/or authorized assessments which now or hereafter is established by said Union arid remit such deductions to: International Union of Operating Engineers Local 547- A, B. C, E. G, H. assignee. This assignment and authorization is revocable by me upon thirty (30) days written notice to the Employer and the Union.

Name:		Soc. Sec. #	
Signature:		Date:	
Employer:		Employee #:	
	APPLICATI	ON FOR MEMBERSHIP	
	INTERNATIONAL UNI	ION OF OPERATING ENGINEERS	

LOCAL 324- A, B, C, D, G, H, P, RA, S - AFL-CIO

I hereby make application to become a member of Local 547 - A. B, C. E. G. H, of the International Union Operating Engineers, AFL-CIO. and hereby designate Local 547 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 involved, 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:	Pager:
Email Address:		
Employer:		Date of Hire:
Classification:		Rate of Pay:
Full Time/Part Time	Number of Hours/Day:	Number of Months/Year:
If Bus Driver provide dai	ly rate of pay and number of days p	er week:
Former Member of 547:	Yes/No Contact me regarding	volunteering for Union Functions: yes/no
Signature		Date:

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 employee rights under Section 7 of the National Labor Relations Act and to avoid picketing and/or other economic action directed at enterprises that are owned, managed, developed or controlled by the Company in the City of Detroit in the event the Council decides to conduct an organizing campaign at such enterprises.

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

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

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

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

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

Upon request, the Company will update the information monthly.

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

If a majority of employees in the traditional bargaining unit represented by the Council have joined the Council or designated it as their exclusive collective bargaining representative, and the Company's new operation constitutes a stand-alone casino, the Company will recognize the Council as such representative of the employees and will extend to such employees the Collective Bargaining Agreement between the Council and the Company together with any amendments agreed to by the parties. If, however, the Company's new operation is not a standalone casino, but a hotel or restaurant facility, the Company will recognize the Council's appropriate member Union(s) as such representative(s) of the Company's employees at the new operation. The Collective Bargaining Agreement between the Council and 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 October 16, **2020**, 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 _____ day of _____, 2016, in Wayne County, State of Michigan.

FOR THE COMPANY

FOR THE COUNCIL

By:_____

Its:	
lts:	

By:			
•			

Its:

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 ("Effective Date") by and between MotorCity Casino Hotel ("Employer") and DETROIT CASINO COUNCIL, through its member, Teamsters Local 372 ("Union"), collectively the "parties", and continues in effect.

WHEREAS, the Employer and Union are parties to a collective bargaining agreement dated **October 17, 2015 through October 16, 2020** ("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 Estheticians.
- 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), any Letter of Understanding regarding Article 4, or 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, provided that the Employer collects the fees (cash or comps) for those services from the guest.
- 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.
- 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.
- 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 – ENGINEERS

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

2. <u>Maintenance Trainee- Level II</u>. 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 "signin 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. <u>Maintenance Trainee- Level IV</u>. 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. <u>Engineers</u>. 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 MotorCity 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. <u>Engineer-Level II</u>. 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 3rd Class Refrigeration license.

3. <u>Engineer-Level III (Journeyman)</u>. An Engineer having the following qualifications and experience shall be designated as an Engineer-Level III (Journeyman) 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), <u>or</u>
- 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:
- Eight (8) years commercial K&R experience, or
- CFC Type III **and** universal unlimited journeyman refrigeration license or a First Class Refrigeration license, or
- Electrician, millwrights, plumber, locksmith, or other skilled trade experience, or Master Electrician qualified or Master Plumbers qualified.

4. <u>Engineer-Level IV (Operating Engineer)</u>. 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.
- City of Detroit 1st Class Refrigeration license or Universal EPA refrigerant recovery certification.

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 **seventy-five dollars (\$75.00)** 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 #2 – STATIONARY ENGINEER EDUCATION CENTER REIMBURSEMENT

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 employee 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 #3 – PIT TECHNICIANS

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. <u>Pit Tech Trainee</u>. 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. <u>Pit Technician</u>. A Pit Technician shall be designated a Pit Tech I, Pit Tech II, or Pit Tech Lead based upon the following qualifications and experience:

1. <u>Pit Tech I.</u> 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. <u>Pit Tech II</u>. 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. <u>Pit Tech Lead</u>.

MotorCity may promote a Pit Tech II to the Pit Tech Lead classification, if a vacancy exists:

• A Pit Tech Lead performs all functions of a Pit Tech II, but also, in the absence of the supervisor, is responsible for distributing and overseeing the assigned work on the shift. A Pit Tech Lead shall not, however, administer discipline or assist in the disciplinary process (it being understood that notifying supervisors of improper behavior or being present when discipline is administered shall not be deemed to be "assisting in the disciplinary process").

C. The parties 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 the 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 Associates expense. In the second pay period in October in each year of the agreement the Company will pay each Associate **Fifty Dollars (\$50.00)** for the purpose of maintaining kits that were issued or that have been purchased under the previous allowance program.

SIDE LETTER #4 – AV TECHNICIANS

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. <u>AV Tech Trainee</u>. 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. <u>AV Technician</u>. 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. <u>AV Tech I</u>.

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. <u>AV Tech II</u>.

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 (AV Tech III shall replace the AV Tech Lead but remain at the same rate of pay of the AV Tech Lead).

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 the 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 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 **Fifty Dollars (\$50.00)** for the purpose of maintaining kits that were issued or that have been purchased under the previous allowance program.

SIDE LETTER #5 – CAGE TECHNICIAN TOOL ALLOWANCE

The parties agree that, following ratification of the 2015 Collective Bargaining Agreement, Associates in the Cage Technician classification will receive a one (1) time allowance of Fifty Dollars (\$50.00) 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 Fifty Dollars (\$50.00) for that purpose.

SIDE LETTER #6 – SLOT TECHNICIANS

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

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

<u>Slot Technician Trainee Advancement</u>. 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 MotorCity 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, 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 MotorCity 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 MotorCity job position for which he/she is qualified.

1. <u>Slot Technician Trainee-Level I</u>. A Slot Technician Trainee having the minimum qualifications set forth in subparagraph A above shall be designated as a Slot Technician Trainee-Level I.

2. <u>Slot Technician Trainee-Level II</u>. A Slot Technician Trainee having the qualifications and experience set forth below shall be designated as a Slot Technician Trainee-Level II:

- Completion (on the Trainee's own time and at his/her own expense, subject to Article 18 regarding tuition reimbursement) of either eight (8) hours of classroom training or a three (3) credit hour college level course, approved by the Employer, in an electronics-related field, and
- Completion of six (6) months of paid work time as a Slot Technician Trainee-Level I.

3. <u>Slot Technician Trainee–Level III</u>. A Slot Technician Trainee having the qualifications and experience set forth below shall be designated as a Slot Technician Trainee-Level III:

- Completion (on the Trainee's own time and at his/her own expense, subject to Article 18 regarding tuition reimbursement) of either an additional eight (8) hours of classroom training or a three (3) credit hour college level course (beyond that required to become a Slot Technician Trainee-Level II), approved by the Employer, in an electronics-related field, and
- Completion of six (6) months of paid work time as a Slot Technician Trainee-Level II.

4. <u>Slot Technician Trainee Level-IV</u>. A Slot Technician Trainee having the qualifications and experience set forth below shall be designated as a Slot Technician Trainee Level-IV:

- Completion (on the Trainee's own time and at his/her own expense, subject to Article 18 regarding tuition reimbursement) of either an additional eight (8) hours of classroom training or a three (3) credit hour college level course (beyond that required to become a Slot Technician Trainee-Level III), approved by the Employer, in an electronics-related field, and
- Completion of six (6) months of paid work time as a Slot Technician Trainee-Level III.

B. <u>Slot Technician</u>. There are four (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. <u>Slot Technician–Level I</u>. A Slot Technician having the following qualifications and experience shall be designated as a Slot Technician–Level I:

- Completion of a minimum of one (1) year of experience as a casino Slot Technician (or equivalent position), plus electronics experience and training and/or certifications as mandated by the Employer, plus successful completion of an evaluation by the Employer, or
- Completion of (6) months of paid work time as a Slot Technician Trainee-Level IV.

2. <u>Slot Technician–Level II</u>. A Slot Technician having the following qualifications and experience shall be designated as a Slot Technician-Level II:

- Completion of a minimum of two (2) years of experience as a casino Slot Technician (or equivalent position), plus electronics experience and training and/or certifications as mandated by the Employer, plus successful completion of an evaluation by the Employer, or
- Completion of six (6) months of paid work time as a Slot Technician Trainee-Level IV followed by completion of one (1) year of paid work time as a Slot Technician-Level I.

3. <u>Slot Technician–Level III (Journeyman)</u>. A Slot Technician having the following qualifications and experience shall be designated as a Slot Technician-Level III.

- Completion of a minimum of three (3) years of experience as a casino Slot Technician (or equivalent position), plus extensive electronics knowledge and experience in electronics troubleshooting and training and/or certification as mandated by the Employer, plus successful completion of an evaluation by the Employer, or
- Completion of six (6) months of paid work time as a Slot Technician Trainee-Level IV, followed by completion of one (1) year of paid work time as a Slot Technician-Level I, and followed by completion of one (1) year of paid work time as a Slot Technician-Level II.

4. <u>Slot Technician–Senior Lead</u>. A Slot Technician having the following qualifications may be promoted to the Slot Technician-Senior Lead position should a vacancy exist:

- Completion of a minimum of three (3) years' experience as a casino Slot Technician (or equivalent position), plus extensive electronics knowledge and experience in electronics troubleshooting and training and/or certification as mandated by the Employer, plus successful completion of an evaluation by the Employer, or
- Completion of six (6) months of paid work time as a Slot Technician Trainee-Level IV, followed by completion of one (1) year of paid work time as a Slot Technician-Level I, followed by completion of one (1) year of paid work time as a Slot Technician-Level II, and followed by completion of six (6) months of paid work time as a Slot Technician-Level III.

A. <u>Slot Technician</u>. 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. <u>Electronic Technician</u>. 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 **Fifty Dollars** (**\$50.00**) per year for tool replacements following submission of the appropriate receipts.

SIDE LETTER #7 – CLASSIFICATION NAMES, SKILLS, EXPERIENTIAL REQUIREMENTS AND PAY RATES FOR DCC DEALERS

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

2. <u>Dealer Classifications</u>. To meet the procedural and operational needs of the Company, Dealers must achieve a minimum number of hours of live dealing experience ("Experiential Requirements") and satisfy the required level of proficiency for the applicable Game Type ("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	Any initial single	Successfully completed	Less than 1000 hours of dealing
Trainee	Game Type	approved training	experience in the applicable Game
		course	Туре.
Dealer I	Craps	Proficient in dealing	Completion of 1000 hours of live
		Craps	dealing experience in Craps as
			defined in 4.a
	Pai Gow Poker	Proficient in dealing Pai	Completion of 1000 hours of live
		Gow Poker	dealing experience in Pai Gow Poker as defined in 4.a
	Baccarat	Proficient in dealing	Completion of 1000 hours of live
		Baccarat	dealing experience in Baccarat as
			defined in 4.a
	Carnival Games	Proficient in dealing	Completion of 1000 hours of live
		Carnival Games	dealing experience in Carnival
			Games as defined in 4.a
	Roulette	Proficient in dealing	Completion of 1000 hours of live
		Roulette	dealing experience in Roulette as
			defined in 4.a
	Blackjack	Proficient in dealing	Completion of 1000 hours of live
		Blackjack	dealing experience in Blackjack as
			defined in 4.a
Dealer II		Proficient in any Two	Completion of 300 hours of live
		Game Types	dealing in the second Game Type
Dealer III		Proficient in any Three	Completion of 300 hours of live
		Game Types	dealing in the third Game Type
Dealer IV		Proficient in any Four	Completion of 300 hours of live
		Game Types	dealing in the fourth Game Type

3. <u>Dealer Classification Allocation</u>. There is no percentage requirement of positions per Dealer classification, except for Dealer IV which will be capped at five percent (5%) of all dealers.

a. <u>Game Type Definitions</u>.

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 (Three Card Poker, Four Card Poker, Ultimate Hold'em and Progressive Texas Hold'em)	For Dealer I position: 1000 hours of live dealing experience with no less than 100 hours in Four Card Poker, 100 hours in Ultimate Texas Hold'em, 100 hours in Three Card Poker, 100 hours in Progressive Texas Hold'em and some time spent in each other variation of Carnival Games (being defined as any game having 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 game variation of Carnival Games (being defined as any game having a requirement of less than 120 hours of training).
Blackjack	Proficient in dealing Blackjack	For Dealer I position: 1000 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. <u>New Game Types</u>. 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. <u>Training for Initial Game Type</u>. The Company may provide training to qualified candidates from inside and outside the Company at no charge. Training classes are offered on an as needed basis, by seniority and shift, as determined by the Company. Training time is unpaid.

a. <u>Selection for Initial Game Typing Training</u>.

1. <u>In-house Candidates</u>. 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. <u>Outside Candidates</u>. Outside candidates must meet the Company's recruiting requirements (including drug testing and background checks), and successfully complete a mathematical aptitude test. Outside candidates must also satisfy the licensing requirements of the MGCB.

b. <u>Determining Proficiency in Initial Game Type</u>. Once a candidate has successfully completed the initial Game Type training (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. <u>Informal Evaluation</u>. Informal evaluation of Dealer Trainees is periodic and at the Company's discretion. At any time during the 1000-hour training period for an initial Game Type, a Supervisor may determine that a Dealer Trainee is not improving in skill and level of proficiency, and is therefore posing a risk to the Company. The Supervisor communicates with casino management who observes the Dealer Trainee live or through a videotape review. If casino management determines that the Dealer Trainee poses a risk to Company operations and does not show the aptitude necessary for reaching the required level of proficiency, the Dealer Trainee may either be re-assigned or terminated. The Company has sole discretion to determine the action to be taken. The foregoing is subject, however, to the provisions of subparagraph 4 below.

2. <u>Formal Evaluation</u>. Formal evaluation of Dealer Trainees is completed at three (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. <u>Final Evaluation</u>. 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. <u>Training for Subsequent Game Types</u>. 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. Training time is unpaid by the Employer.

a. <u>Selection for Subsequent Game Type Training</u>. Department Seniority is used to select training class members. Department Seniority is defined as the date that 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 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.

b. <u>Scheduling Subsequent Game Type Training</u>. The Company will make a reasonable effort to schedule subsequent Game Type trainees in their new games so they may improve their skills and achieve the required levels of proficiency. However, the Company reserves the right to schedule work to accommodate sick calls and leaves of absence and to ensure that the maximum number and optimum mix of table games are open at all times.

c. <u>Determining Proficiency in Subsequent Game Types</u>. 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.b above.

1. <u>Informal Evaluation</u>. Informal evaluation of subsequent Game Type trainees is periodic and at the Company's discretion. At any time during the 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 subsequent Game Type assignments. The Dealer will maintain his or her current Dealer classification. The Company has the sole discretion to determine the action to be taken.

2. <u>Formal Evaluation</u>. Formal evaluation of subsequent Game Type trainees is completed at two (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. <u>Final Evaluation</u>. The Final Evaluation forms the basis upon which the Company determines whether or not the subsequent Game Type trainee meets the 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. <u>Vacancies on Shifts</u>. Vacancies on shifts will be posted periodically. "Qualified Dealers" may bid for vacant shifts. "Qualified Dealers" are dealers who have met the Proficiency Requirements and Experiential Requirements for all games listed in the applicable posting. Positions will be awarded on the basis of Department Seniority.

8. <u>Dropping Game Types</u>. On a one time only basis, during the forty-five day period following the ratification of this 2015 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 ratification of the 2015 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 ratification of this 2015 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 ratification of this 2015 Agreement shall be permitted to maintain fewer than two (2) Game Types at any point following ratification.

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 ratification of the 2015 Agreement.

9. <u>Adding Dropped Games</u>. 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 4.a for a change in Dealer Level to take place if applicable.

SIDE LETTER #8 – POKER DEALERS

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 now desire to supersede and replace that agreement with this Side Letter #8 to their Collective Bargaining Agreement dated effective October 17, 2015 ("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. Section 6.a. of Side Letter #7 of the CBA governs the selection of Dealers 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; all training time 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 #7); selection from the pool of eligible individuals is done in accordance with Article 7 of the CBA.

9. For purposes of layoff and recall only, the Poker Dealer and other Dealer classifications will be treated as a single classification as set forth in Side Letter #10 of the CBA, and the Associates in those classifications will be laid off and recalled as set forth in that Side Letter.

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.

11. 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 #9 – DUAL RATE SUPERVISORS

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 #10 – JOB FAMILY – DEALERS

The parties have agreed to create a Table Games Job Family composed of the Poker Dealer classification and the other Dealer classifications set forth below. For purposes of layoff only, those classifications will be treated as a single classification. Layoffs in that single classification will be done in reverse seniority order except that the Employer will be entitled to exempt from layoff those Associates with Game Types (as defined in Side Letter #7 – Classification Names, Skills, Experiential Requirements and Pay Rates for DCC Dealers) it deems necessary to provide the table games offerings it desires and meet its related staffing, scheduling, and other operational needs and business concerns

Prior to any layoff that will involve such exemption of one or more Associates, the Employer will notify the union representing the affected Associates as provided in Article 7 and supply it with a list identifying the Associates it intends to layoff and each exempt Associate and his/her Games Type(s). The parties will meet and confer about the Employer's exemption decision(s) and confirm the Games Type(s) of the exempted Associate(s). In the event of a disagreement between the parties, the Employer nonetheless can proceed with its planned layoff. Associates laid off as a result of lacking Game Types deemed necessary by the Employer will be provided an opportunity, during the period in which their recall rights remain in effect, to participate in the Employer's dealer training program, if offered during that period, and they will be recalled in accordance with Article 7.

<u>Job Family</u>

Classification Included

Table Games

Dealer IV Dealer III Dealer II Dealer I Dealer Trainee Poker Dealer

SIDE LETTER #11 – DEALER BREAKS

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 #12 – HOTEL CLASSIFICATIONS

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 sixteen (16). 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 sixteen (16) 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.

(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.

3. <u>Miscellaneous</u>.

(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 great 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.

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 #13 – SUBCONTRACTING

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 #14 – ASSOCIATE PARKING

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 #15 – REGARDING FMLA/ABSENTEEISM

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 16 – JOB FAMILIES

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.

Job Family	Classification Included	
Food	First Line Cook Line Cook Prep Cook Food Runner	
	Fine Dining Busser Buffet Busser/Busser	
	Fine Dining Host/Hostess Host/Hostess	
	Fine Dining Server General Server	
Beverage	Bartender Barback	
	VIP Server Cocktail Server	
Internal Maintenance	Project Crew Porter Porter	
Cage	Main Bank Cashier Associate Bank Cashier Cage Cashier	
	Count Team/Drop Team	
Casino Operations	See Pit Tech Side Letter #3	
Entertainment	See AV Tech Side Letter #4	
Engineering	See Engineer Side Letter #1	

Slot Department	Electronic Tech Slot Tech Level III Slot Tech Level II Slot Tech Level I Slot Tech Trainee Level IV Slot Tech Trainee Level III Slot Tech Trainee Level II Slot Tech Trainee Level I
Food/Retail	Food Cashier/Retail Cashier
Hotel	Concierge Guest Service Agent Front Desk/PBX
Valet	Shuttle Driver Lead Valet Attendant Valet Attendant
Wardrobe	Lead Uniform Control Clerk Uniform Control Clerk

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