

# Labor Agreement

between



An MGM Resorts  
Luxury Destination

and

**Detroit Casino Council**  
(UNITEHERE!, UAW, TEAMSTERS, AND OPERATING)



**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 MGM Grand Detroit (“MGM Grand” 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:

- Employees want to be involved in decisions that affect them;
- Employees take pride in their jobs;
- Employees strive to deliver Grand Class Service; and
- Employees 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 Employee 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 Employees. The cost of providing this training shall be divided equally between the parties.

**1.04.** The parties agree to discuss alternative work schedules (i.e., four (4) ten (10) hour days) in departmental Labor-Management meetings.

**1.05.** The parties agree to discuss the quality of the food in the Employee dining room in Labor-Management meetings.

**1.06.** The parties agree to discuss issues regarding employee uniforms in Labor-Management meetings.

## **ARTICLE 2 – RECOGNITION**

**2.01. Recognition.** The Employer recognizes the Detroit Casino Council as the exclusive collective bargaining representative for the Employer’s Employees employed at its facility as indicated in the first paragraph 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 Employees 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 Employee 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 thirty (30) days of the Employer’s written notice to the Union of its intent to establish a new position, the parties agree to jointly submit the dispute to binding mediation before Mediator James Statham (or, in the event of his unavailability, before a mutually agreeable alternate mediator). The mediation will be scheduled as expeditiously as practicable. If there are any costs associated with the mediation, such costs will be shared equally by the parties.

**2.02. Scope and Exclusions.** The term “bargaining unit” defined in Section 2.01 means the Employees employed by MGM Grand Detroit, at its Detroit, Michigan gaming facility located at 1777 Third Avenue, Detroit, Michigan, 48226.

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

- Persons working at MGM Grand’s Detroit facility in classifications that are not listed in Exhibit I or employed in hotel classifications to be established by the Employer;
- Supervisors and guards as defined in the National Labor Relations Act;
- Temporary Employees employed pursuant to a bona fide internship program through an accredited institution. The Employer will notify the Council of internships and educational programs involving bargaining unit functions. No Employee shall have any reduction in hours because of such programs.

**2.03.** Supervisors and non-bargaining unit Employees may occasionally perform bargaining unit work as is reasonably connected with or incidental to the proper and orderly conduct of the Employer’s business.

## **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 Employee 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 Employee's Union activities shall not interfere with the performance of the Employee's work for the Employer. MGM Grand and the Council are committed to the recruitment, training, promotion and recognition of Employees 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.

**3.03.** During the course of negotiations, the parties discussed the issue of gender discrimination. This is to affirm the Company's position that all forms of discrimination as described in Article 3 are prohibited. This includes gender discrimination based on "gender expression," which the parties define as what individuals do which communicates gender to others, such as clothing, hair styles, mannerisms, way of speaking, etc. The parties specifically agree that the Employer's appearance and uniform standards and policies, which impose requirements upon and expectations of Employees determined in part by their gender, do not violate Article 3 or any other provisions of this Agreement. The parties also affirm their commitment to treating transgender Employees with dignity and respect.

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

**4.01. Full-time Employees.**

a. **Full-time Employees** 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** Employees 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 Employees assigned to eight (8) hour shifts shall have five (5) consecutive shifts per week, all on the same shift, and full-time Employees 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, Employees may voluntarily request non-consecutive shifts and days off. With the approval of the supervisor, Employees 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 Employees shall be maximized, with the goal of creating as many full-time positions as possible. The Employer shall not displace a full-time Employee with a part-time schedule.

**4.02. Part-time Employees.**

a. The Employer may schedule a maximum of twenty percent (20%) of the total number of bargaining unit positions as part-time Employees. A Part-time position is defined as a schedule of four (4) or fewer eight (8) hour shifts **per week**; or three (3) or fewer ten (10) hour shifts **per week**; or a schedule of five (5) or fewer shifts **per week** of less than eight (8) hours but not less than four (4) hours only for the classifications set forth in **4.02(b) below**.

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

- i) Food and Beverage Classifications: Host, Busperson, Food and Beverage Cashier, Grandette, Lounge Server, Specialty Bartender, Barback, Server, Banquet Houseman.
- ii) Casino and Hotel Classifications: Turndown GRA, Theatre Classifications, Spa Nail Tech, Massage Therapist, Esthetician.
- iii) Banquet Classifications: Banquet Server, Banquet Captain, Banquet Bartender. Such Banquet Employees may be scheduled and/or permitted to work shifts of **any length, including** shifts of less than four hours.

c. A part time person is defined as an Employee who is scheduled to work less than thirty two and one quarter (32 and ¼) hours in a work week.

d. Part-time Employees 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 Employees if they so desire.

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

f. **Part-time Employees shall be entitled to bid, to the extent practicable, on available part-time schedules and/or shifts by using the date of the Part-time Employee's most recent date of hire into or transfer into the Part-time Employee'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 week shall be paid at time and one-half (1½ X) the Employee's regular straight time hourly rate of pay. Overtime shall not be paid under this Section for more than one reason for the same hours worked. **When an Employee is called in to work on a vacation or personal day, the Employee will be paid at time and one half (1 ½ X) the Employee'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 Employees 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 Employee performing a particular job if time does not permit seniority order. An Employee may not be required to work overtime included in the Employee's regular schedule unless mutually agreed upon between the supervisor and Employee. For all other forms of overtime, an Employee 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.

#### **4.04. Scheduling.**

a. The Employer shall post each week, in a conspicuous place in each department available to Employees and Union representatives, a work schedule showing the classification, first and last name, and classification and house seniority date of each Employee, and specifying days off and starting and finishing times.

b. When an Employer instructs an Employee to report to work, or does not notify an Employee not to report as previously scheduled, for any reason, but the Employee is not allowed to work, the Employee will be paid at the Employee's regular rate of pay for that shift. Employees 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 Employees or as overtime to full-time Employees. Available extra work, whether straight time or overtime, shall be distributed equitably.

#### **4.05 Other Conditions.**

a. Employees shall have the right to take voluntary early outs with the approval of the supervisor. Opportunities for early outs shall be distributed equitably.

b. Nothing contained in this Article is intended to constitute a guarantee of any number of hours or shifts per week.

c. **Full-time Employee Shift Bids.** Upon exhausting the posting procedure, shift bids will occur only after the Employer provides the Union with notice of its intention to conduct a shift bid and a copy of the same at least fourteen (14) days in advance of the shift bid. Upon the Union's request, the parties shall meet and discuss the same, giving thoughtful consideration to one another's positions and concerns. The Employer may conduct the shift bid as scheduled in the event that such discussions have not concluded and/or issues or objections are unresolved. The Employer may conduct shift bids affecting particular job classifications, in particular departments, outlets, locations, stations or other workplace designations no more frequently than two (2) times during a calendar year unless the parties agree to more frequent shift bids.

**d. Part-time Employee Shift Bids. Shift bid procedures for Part-time Employees shall be established through departmental Labor/Management meetings.**

e. While the parties recognize the desire for Employees to have a consistent start time, the parties also recognize that for business reasons start times may need to fluctuate for individual employees. The Employer intends to minimize the variations of different start times for individual Employees, if practicable in the context of business considerations.

f. The Employer affirms its intention that it will not schedule individual Employees 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.

g. The parties agree that the issue of fluctuating start times shall be an appropriate topic for labor management meetings.

h. The parties agree that they will discuss at Labor/Management meetings the issue of consecutive days off for part-time Employees, vacation scheduling opportunities and alternative work schedules, with the goal of resolving Employee issues within the context of the Employer's operational needs and business concerns.

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

**5.01. Vacation.**

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

<b>Years of Continuous Service</b>	<b>Amount of Paid Vacation</b>
1 – 6 Years	80 hours (10 days for 8 hour shifts and 8 days for 10 hour shifts)
7 – 11 Years	120 hours (15 days for 8 hour shifts and 12 days for 10 hour shifts)
12 Years +	160 hours (20 days for 8 hour shifts and 16 days for 10 hour shifts)

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

b. Part-Time Pro Rata Vacation Pay. Part-time Employees 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 Employee shall be divided by 2080 hours, which is the maximum number of annual hours worked by a regular full-time Employee.
2. The sum reached in Number 1. above, shall be divided by 86.5%, which is the sum of 1,800 hours divided by 2080 hours.
3. The sum reached in Number 2. above, shall be multiplied by the number of vacation days the Employee is eligible to use based upon completed years of continuous service.

The sum reached in Number 3. above, equals the amount of pro-rated vacation time that a part-time Employee or Employee working less than 1,800 annual hours is eligible to use.

c. Scheduling of Vacations. Employees, who have completed one (1) year but less than seven (7) years of continuous service, may use eighty (80) hours of earned vacation time in one (1) day increments, as provided in the above chart. Employees who have completed seven (7) or more years of continuous service may use one hundred twenty (120) hours of earned vacation time in one (1) day increments as provided in the above chart. Except in the case of an emergency, Employees are required to submit vacation time requests as far in advance as possible. Request for vacation time to be used in

one (1) day increments must be submitted to the Employer at least two (2) weeks in advance. All other requests for vacation time must be submitted at least four (4) weeks in advance.

Employees who have completed one (1) year of continuous service may use earned vacation time in four (4) or five (5) hour increments (depending on schedule of eight (8) or ten (10) hours) twice per year.

Reasonable efforts will be made to accommodate the vacation-scheduling request of Employees.

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

e. Payment of Unused Vacation Time Upon Separation. Employees leaving MGM Grand Detroit with at least one (1) year of continuous service shall receive pay for earned and unused vacation time upon separation, except in the following circumstances:

1. When the separation is the result of egregious misconduct such as dishonesty, insubordination, serious discourteous or threatening conduct towards a guest or Employee, 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 Employee has not provided at least one (1) week notice of his/her intent to resign, except in the case of an emergency.

**5.02. Recognized Holidays.** The following days shall be recognized as Holidays under this Agreement:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

a. Full-time Employees who do not work on a designated Holiday, shall receive eight (8) hours of Holiday Pay at their straight time hourly rate. Employees 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 Employees 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 Employees, 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 Employees on Memorial Day, Independence Day, Labor Day and Christmas Day.

c. An Employee 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 Employee’s control (not ordinary illness).

d. An Employee 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 Employee 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 Days.**

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

<b>Months or Years of Completed Continuous Service</b>	<b>Number of Personal/ Sick Days Allocated Per Year</b>
0 up to 6 months	0
6 months	2 days
12 months	2 days
2 years	3 days
3 years	3 days
4 years	4 days
5 years	5 days
6 years	6 days
7 years	7 days
8 years	7 days
9 years	7 days
10 years+	8 days

b. Part-time Employees. Upon completion of two (2) years of continuous service, and upon completion of each year of continuous service thereafter, part-time Employees will be eligible to use Personal/Sick days as set forth in the following chart:

<b>Months or Years of Completed Continuous Service</b>	<b>Number of Personal/Sick Days Allocated Per Year</b>
2 years	2 days
5 years	3 days

- i. **Effective December 13, 2015, Part-time Employees will be eligible to accumulate Personal/Sick days as set forth in Section 5.03(d).**
- ii. **Effective December 13, 2015, an eligible Part-time Employee will be able to use his or her Personal/Sick days provided for in this Section 5.03(b) upon the anniversary date of his or her date of hire with the Employer. Accordingly, Part-time Employees will no longer be awarded Personal/Sick days in conjunction with the contract year of this Agreement.**

c. Personal/Sick days for full-time and part-time Employees shall be paid at the Employee's straight time hourly rate for the number of hours in the scheduled shift that are actually missed.

d. Personal/Sick days may be accumulated from anniversary year to anniversary year, with a maximum accumulation of fourteen (14) days. Accumulated Personal/Sick days over fourteen (14) will be forfeited.

e. Following the completion of each year of continuous service, Employees may elect to take cash in lieu of, or "cash-out" earned and unused sick or personal days following the end of the twelve month period of continuous service in which they are earned. Payment for Personal/Sick days that are cashed out pursuant to this provision shall be paid at the Employee's straight time hourly rate for the number of hours regularly worked by the Employee during a single shift.

f. Payment of Unused Personal/Sick Days Upon Separation. Employees leaving MGM Grand Detroit with at least one (1) year of continuous service shall receive pay for earned and unused Personal/Sick days upon separation, except in the following circumstances:

1. When the separation is the result of egregious misconduct such as dishonesty, insubordination, serious, discourteous or threatening conduct towards a guest or employee, 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 Employee has not provided at least one (1) week notice of his/her intent to resign, except in the case of an emergency.

**5.04.** One (1) unpaid day off per year for "good attendance." Employees with "good attendance" for the duration of each contract year following ratification earn one (1) unpaid day off to be scheduled and used in the next contract year in the same way as a Sick/Personal day during the first year of this Agreement, and in the same manner as a Vacation Day during the second, third, fourth and fifth year of this Agreement. An Employee will be considered to have "good attendance" if he/she receives no attendance related discipline other than one (1) verbal warning during the contract year. Calculation of good attendance shall begin with the ratification date of this Agreement and shall run for the period of the contract year. A new calculation will start each year on the anniversary date of ratification of this Agreement. During years subsequent to year one (1) of the Agreement, the Employer will not consider discipline issued in prior contract years in calculating good attendance.

## **ARTICLE 6 – BEREAVEMENT**

**6.01.** Employees 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, parents-in law, spouse (including domestic partner as defined **by and subject to the limitations in Appendix I to this Agreement**), children, grandparents, great grandparents, grandchildren, and siblings (including current brother(s)-in-law and current sister(s)-in-law). These categories include step and foster relatives.

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

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

## ARTICLE 7 – SENIORITY, PROMOTIONS, AND TRANSFERS

**7.01. Introductory Period.** Employees will be considered introductory/probationary Employees until completion of ninety (90) days (unless otherwise indicated, all references to “days” in this Article shall refer to “calendar days”) of employment. For part-time Employees as defined in this Agreement, the Employer may in specific individual cases (but not routinely) extend the introductory/probationary period for up to sixty (60) days upon written notice to the Employee and the Union. At the end of the introductory period, the Employee’s seniority date shall date back to his or her most recent date of hire. An introductory Employee may be separated at the sole discretion of the Employer. Such termination shall not be subject to the Grievance Procedure provided by this Agreement.

### **7.02. Definition of Seniority.**

a. **House Seniority.** House seniority shall be defined as the total length of an Employee’s continuous service in years, months, and days from the Employee’s most recent date of hire.

b. **Classification Seniority.** Classification seniority shall be defined as an Employee’s length of continuous service in years, months, and days from the Employee’s most recent date of hire into or transfer into his or her present classification. Classification seniority shall not be considered interrupted because of the merger of two or more job classifications into one classification. Classification mergers include instances where the duties of one (1) classification are substantially taken over by the duties of another classification. In the event of a classification merger as described above, the Employees whose duties have been substantially assumed by another classification will be offered the opportunity to participate in the Employer’s training program, to assist the Employee to qualify for the remaining classification.

c. For purposes of this Section, classifications are defined as the classifications identified in Exhibit I of this Agreement.

d. All Employees shall have their date of hire as the seniority date except when a lottery was properly used in a department in connection with the opening of the facility. When two or more Employees are hired on the same date, the seniority placement of each shall be determined by lot. The Council and the Employee Relations Department shall resolve any disputes about the operation of the seniority lottery in a particular department. After the ratification of this Agreement, seniority for Employees hired on the same day shall be assigned seniority based on the four (4) digits at the end of their social security number. The lowest four (4) digits shall be assigned the highest seniority and so on. Incumbents moving to a new classification on the same day shall have house seniority as the first tie breaker, and the four (4) digits at the end of their social security numbers (with the lowest four (4) digits assigned the highest seniority and so on) if a second tie breaker is needed.

### **7.03. Layoffs and Recalls.**

To the extent practicable, the Employer will provide the Union with advance notice of a layoff. When such notice is provided, the parties may meet to discuss the planned layoff pursuant to the Labor-Management Cooperation provision of this Agreement.

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

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

Employees to be laid off in accordance with this Section may be laid off without regard to their respective house seniority as each completes his or her current work week.

b. Recall shall be in reverse of the above provided that the Employee has the qualifications to perform the available work.

c. Other work opportunities. At the time of layoff, the Employee can state his/her availability for work. In accordance with their seniority, Employees on layoff status will be offered available work in their regular job classification before additional Employees are hired or, to the extent practicable, Employees are scheduled to work overtime on a regular basis. When an Employee indicates availability, he/she shall not be called for available work after he/she refuses three (3) offers, provided they received at least seventy-two (72) hours' notice of the work availability.

d. Employees 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 Employee 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 Employee transfers to another position, he/she will have recall rights to the former position for twelve (12) calendar months. The Employer shall offer laid off Employees the opportunity to participate in the Employer's training program to permit laid off Employees the opportunity to qualify for a bargaining unit position.

#### **7.04. Transfers within Classification.**

a. When there is a permanent vacancy, or a temporary vacancy of at least ninety (90) days, on a particular shift or station, Full Time Employees in the same job classification who desire to transfer to the vacancy will be transferred on the basis of their classification seniority, provided that the senior Employee desiring the transfer is qualified to perform the work on the shift or station applied for.

b. An Employee 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. **With the exception of Employees in the Facilities Department, an Employee who transfers under this Section into a permanent vacancy shall not be eligible for another transfer for 180 days.**

c. An Employee 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 Full Time Employee(s) who desires to work on the shift or station 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 this Agreement for transfers within classification have been fulfilled, the vacancy shall be posted as a promotional opportunity. Bargaining unit Employees shall be awarded promotional opportunities for which they are qualified before new Employees are hired. The qualifications required for a position will be determined by the Employer; such determination shall not be arbitrary or capricious.

b. When more than one bargaining unit Employee desires a particular promotional opportunity, the Employer will consider the Employee's house seniority, qualifications to perform the work, and employment record for the previous six (6) months. When qualifications to perform the work are equal, the senior Employee shall be the one promoted.

c. A "promotional opportunity" shall be deemed to be a transfer to another classification in which the transferred Employee 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) days in locations to which Employees have regular access. The Employer may fill the vacancy temporarily during the transfer period.

e. An Employee promoted under this Section who cannot perform satisfactorily the work of the job to which 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 Employee's continuous service, seniority, and status as an Employee will be broken when:

- The Employee quits or resigns;
- The Employee is discharged for just cause;
- The Employee is absent without just cause exceeding the period of an authorized leave; or
- The Employee is absent due to a layoff for a period equal to his/her seniority or one year, whichever is a lesser period of time, excluding seasonal layoffs.

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

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

## ARTICLE 8 – WAGES

**8.01. Purpose.** The purpose of this Article is to provide a basis for the computation of wages for Employees.

**8.02. Pay Days.** Employees shall be paid bi-weekly in accordance with the pay cycle schedule currently utilized.

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

**a. Lump Sum Payments.**

Following ratification, each full-time Employee shall be paid a one-time lump sum ratification bonus of **\$4,250** and each part-time Employee shall be paid a one-time lump sum ratification bonus of **\$3,400**. Each lump sum ratification bonus payment shall be subject to the following conditions:

1. To receive payment, the Employee must be employed by the Employer on both the ratification date and the payment date **and have completed their probationary period by the ratification date.**
2. The lump sum amounts shall not be rolled into the Employee's base wage rate.
3. **The lump sum ratification bonus will be payable not later than December 25, 2015, provided that the Employer is notified that this Agreement has been ratified by the bargaining unit on or before December 14, 2015. Otherwise, the lump sum ratification bonus will be payable not later than the end of the third pay period following the ratification date. The payment shall be included in the Employee's regular payroll check.**
4. On written request of the Employee, the Employer shall contribute the lump sum payment to the Employee's 401(k) account to the extent allowed by the Employers 401(k) plan and applicable law.
5. **An Employee who is on an approved leave of absence on date of ratification of this Agreement, but otherwise satisfies the conditions for receipt of the lump sum ratification bonus will receive such lump sum ratification bonus upon the Employee's return to work.**

**b. Base Hourly Wage Increase.**

The base hourly rate in effect at 11:59 p.m. on October 16, 2015 for each classification set forth in Exhibit 1 shall continue in effect through October 16, 2018.

On October 17, 2018, the base hourly rate in effect at 11:59 p.m. on October 16, 2018 for each of the pay rates set forth in Exhibit I shall be increased by two percent (2%) or \$0.30, whichever is greater.

On October 17, 2019, the base hourly rate in effect at 11:59 p.m. on October 16, 2019 for each of the pay rates set forth in Exhibit I shall be increased by three percent (3%) or \$0.45, whichever is greater.

**8.04. New Hire Wage Rate Progression.**

a. New Hire Wage Rate. Newly hired Employees shall receive the “New Hire” wage rate listed in Exhibit I according to his or her respective job classification for the first twelve (12) months of service (80% rate).

b. After Completion of 12 Months. Employees shall receive the “85%” wage rate listed in Exhibit I, according to his or her respective job classification, after twelve (12) calendar months of service. The Twelve Month wage rate (85% rate) will be effective the first payroll period following the completion of the twelve month period.

c. After Completion of 24 Months. Employees shall receive the “90%” wage rate listed in Exhibit I, according to his or her respective job classification, after twenty four (24) calendar months of service. The Twenty Four Month wage rate (90% rate) will be effective the first payroll period following the completion of the twenty four month period.

d. After Completion of 36 Months. Employees shall receive the “95%” wage rate listed in Exhibit I, according to his or her respective job classification, after thirty six (36) calendar months of service. The Thirty Six Month wage rate (95% rate) will be effective the first payroll period following the completion of the Thirty Six month period.

e. Regular Wage Rate. Employees shall receive the “Regular” wage rate listed in Exhibit I attached to this Agreement, according to his or her regular job classification, after four (4) calendar years of service. The Regular wage rate (100% rate) will be effective the first day of the first payroll period following the completion of four (4) years of service.

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

**8.05. Out of Classification Pay.** In any pay period, Employees who are assigned to work outside of their classification and do so for more than one (1) day shall, beginning on the second day of the assignment, be paid the higher wage rate of the two (2) classifications.

## ARTICLE 9 – GRATUITIES AND CASH DEDUCTIONS

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

**9.02.** So long as Employees observe the Employer's published procedures governing customer walkouts, there shall be no automatic cash deductions from Employees' wages pending an investigation.

**9.03.** An automatic service charge of **twenty-one percent (21%)** shall be added to checks for food and beverage served during banquets or functions. The **twenty-one percent (21%)** service charge shall be distributed in the following manner:

**a.** **Seventeen percent (17%) of the service charge shall be split between the Banquet Servers, Banquet Bartenders, and Banquet Captains who work the function, and the remainder (up to five percent (5%)) shall be retained by the Employer.**

**b.** **Nothing contained herein shall preclude the Employer from increasing the total service charge percentage charged to the guest. If the Employer raises the service charge to twenty-two percent (22%), the increase will be retained by the Employer. If the Employer raises the service charge over and above twenty-two (22%) percent, the percentage increase will be split equally between the Employer, and the Banquet Servers, Banquet Bartenders and Banquet Captains who work the function according to this section.**

**c.** **Banquet Servers, Bartenders, and Captains shall receive a guaranteed service charge of seventeen percent (17%) and shall be paid by the Employer for banquets or functions for complimented guests, with a maximum per server and bartender which shall be \$200 per tipped Employee.**

**9.04.** An Employee serving a la carte parties of eight (8) or more customers shall receive an automatic gratuity of seventeen percent (17%) on cash checks for food and beverages paid by the customer.

**9.05.** Gratuities shall not be shared by supervisors, managers or non-bargaining unit personnel except as otherwise provided in this Article.

**9.06.** Gratuities are the property of Employees earning them, except as otherwise provided in this Article.

**9.07.** Sharing or pooling of gratuities among Employees shall be voluntary where agreed upon by the majority of Employees in the affected job classifications, except where required by the Michigan Gaming Control Board. Before Employees change any existing pooling arrangement, the Employer, the Union, and Employees shall confer.

**9.08.** In any department, allocated tips, “shortfall” allocation methods, or other tip issues shall be negotiated upon request by the Union, subject to the requirements of the Internal Revenue Code and the rules and regulations of the Michigan Gaming Control Board.

**9.09.** The Employer, the Union, and Employees 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 tips practices and “stamp on” complimented checks that gratuities are not included.

**9.10.** Subject to Michigan Gaming Control Board approval, Employees who are already authorized to accept tips, may accept TITO tickets as tips.

## ARTICLE 10 – MEALS AND BREAKS

### 10.01. Meals and Breaks.

a. Employees, excluding Dealers (see paragraph (b) below) may take meal and break periods in accordance with the following schedule:

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

Break and meal periods may be combined by mutual agreement.

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

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

MGM Grand Detroit understands that it is somewhat challenging for a Dealer to eat a full meal during one twenty (20) minute break. For that reason, Dealers may swipe their photo identification badge at The Lodge two (2) times during a full shift, should they so choose.

c. Dealer Missed Breaks. The Employer acknowledges its contractual responsibility to provide break periods to dealers after each hour worked, as described in Article 10.01(b). The parties have agreed to the following process relative to such breaks:

1. Employer will keep a log in each pit to record when a dealer has worked for more than one hour without a break.
2. The log will reflect the dealer that missed the break and the relief dealer that made up the break.
3. The Union will receive a copy of the “missed break” log on a weekly basis.

4. Missed breaks will be made up as soon as possible.
5. If the missed break(s) are not made up within thirty (30) days, the Employer will compensate the dealer for such missed breaks at the dealer's straight time hourly rate.

#### **10.02. Meal Periods.**

a. Employees will be provided one (1) meal per shift in The Lodge. In addition, Employees are encouraged to enjoy the unlimited usage of the 24-hour beverage counter. All food and beverage must remain inside The Lodge. Employees must utilize their photo identification badges in the time clocks installed in The Lodge for entry into the main food service area. Menus will be posted outside The Lodge daily.

b. The meal may be eaten one (1) hour immediately before, during or one (1) hour immediately after the Employee's scheduled shift. If the meal is eaten immediately before or immediately after the scheduled shift, Employees must limit their time in The Lodge to one (1) hour. Employees shall be paid for their meal period time.

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

#### **10.04. Customer Service and Breaks.**

During negotiations for the 2007 Agreement, the parties discussed the importance of Employees delivering the highest possible customer services at all times. The Employer acknowledged that in cases where an Employee returns late from his/her break or meal period and can reasonably demonstrate that the delay was the result of assisting a guest, no disciplinary action (including issuing points) is appropriate.



## ARTICLE 11 – HEALTH BENEFITS

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

**11.02. Medical Plan Coverage.** Medical plan coverage shall be provided to all Employees and eligible dependents as follows:

a. Alliance Health and Life Plan (“HAP/EPA”). MGM Grand shall continue to offer medical plan coverage under the HAP/EPA Plan, an HMO (referred to as “HAP Traditional”), or a mutually agreed upon alternate plan in accordance with the benefit summary described in Appendix I of this agreement. MGM Grand shall be responsible for the entire premium for the Employee, except as set forth in 11.03 below.

b. Preferred Provider Organization. MGM Grand shall offer the Blue Cross Blue Shield (“BCBS”) PPO Plan, or a mutually agreed upon alternate plan, as described in Appendix II of this agreement, to eligible Employees. Coverage for wigs for children (chemotherapy, alopecia) is not shown in Appendix II but will be added as Durable Medical Equipment in the Summary Plan Description. Employees who choose the PPO shall be responsible for paying a share of the monthly premium as set forth in 11.03 below.

c. Employees hired after October 17, 2003 who elect health care coverage shall be placed into the HAP/EPA plan for the first three (3) years of employment (referred to as “HAP Intro or HAP II”). Coverage shall be the same as in the Appendix I except for the following:

1. Office visits shall have a co-pay of \$20.
2. Urgent Care Center co-pay shall be \$30.

d. Employees shall be responsible for paying a share of the monthly premium for HAP Intro health care coverage as set forth in 11.03 below.

e. **Co-pays in the Current Plans shall remain the same except, beginning with the 2016 Plan Year, Employee co-pays for all office visits and Urgent Care visits that were \$10.00 will increase to \$20.00. The modified co-pays shall be reflected in Appendices I and II where applicable.**

f. **If a telemedicine component is implemented to any of the above health care plan options, there will be no co-pay for up to ten (10) telemedicine consultations per Employee per Plan Year.**

**11.03. Employee Contributions Per Month:**

<b>HC Plan Option</b>	<b>2016 Plan Year</b>	<b>2017 Plan Year</b>	<b>2018 Plan Year</b>	<b>2019 Plan Year</b>	<b>2020 Plan Year</b>
<b>HAP Intro Year 1</b>					
Employee Only	\$77	\$77	\$77	\$77	\$77
Employee + One	\$104.50	\$104.50	\$104.50	\$104.50	\$104.50
Family	\$132	\$132	\$132	\$132	\$132
<b>HAP Intro</b>					
Employee Only	\$51	\$51	\$51	\$51	\$51
Employee + One	\$66	\$66	\$66	\$66	\$66
Family	\$76	\$76	\$76	\$76	\$76
<b>HAP Traditional</b>					
Employee Only	\$56	\$56	\$56	\$56	\$56
Employee + One	\$71	\$71	\$71	\$71	\$71
Family	\$81	\$81	\$81	\$81	\$81
<b>BCBS</b>					
Employee Only	\$81	\$81	\$81	\$81	\$81
Employee + One	\$126	\$126	\$126	\$126	\$126
Family	\$150	\$150	\$150	\$150	\$150

**11.04. Dental Plan.** Dental plan coverage shall be offered to Employees according to the plan designs and networks in existence at the time of ratification of the collective bargaining agreement, or a mutually agreed upon alternate plan. At the time of ratification MGM Grand will work with its provider to put in place as soon as possible an increase in the Dental plan Annual Maximum Benefit from \$1,500 to \$1,850 per participant. Also at the time of ratification MGM Grand will work with its provider to put in place as soon as possible an increase in the Lifetime Maximum for Orthodontia from \$1,500 to \$2,000 per Dependent Child. Dental plan coverage shall be offered at no cost to the Employee.

**11.05. Vision Plan.** MGM Grand shall continue to offer vision benefits through the Heritage Optical vision plan, or a mutually agreed upon alternate plan. Vision plan coverage shall be offered at no cost to the Employee.

**11.06. Disability Benefits.** MGM Grand shall continue to provide Disability Benefits to Employees. Employees hired after October 17, 2003 shall be subject to a one (1) year waiting period to

become eligible for disability benefits. At the time of ratification of this agreement the weekly benefit maximum for Short Term Disability shall be \$450/week.

**11.07. Life Insurance Benefits.** MGM Grand shall provide Life Insurance benefits at one and a half times (1 1/2 X) the Employee's annual salary including tips and tokens. Accidental Death and Dismemberment coverage shall be provided to Employees. Employees may purchase additional life insurance on a voluntary basis through payroll deduction.

**11.08. Open Enrollment.** An open enrollment period for benefits selection shall be held for Employees within 120 days of ratification of the collective bargaining agreement. The parties are committed to working together to provide enrollment opportunities as soon as feasible after ratification in conjunction with insurance carriers' contract provisions.

**11.09. Opt-Out Option.** Employees who have access to alternate health insurance coverage may elect to receive an "opt-out option" payment of \$1200 (paid in quarterly installments of \$300) in lieu of medical coverage during each annual open enrollment period. Employees who select the opt-out option shall be required to provide proof of alternate health insurance coverage. **The opt-out option shall not be available to Employees covered by a co-Employee's medical coverage.**

**11.10. Smoking Cessation.** The parties are committed to working jointly to create appropriate programs to raise the awareness of Employees of the health risks associated with smoking and encourage Employees to quit smoking.

**11.11. Health Benefits Joint Committee.**

The Company and the Union shall continue to work together on investigating Health Plan options, **and shall do so in conjunction with the other two Detroit Casinos in a Health Benefits Joint Committee.** The purpose of the Health Benefits Joint Committee ("Committee") is to explore and discuss innovative ways to control the ever increasing cost of health care, while maintaining the quality of health benefits offered to Employees. **The 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 an adverse impact because of the actuarial value of the plans, plus providing educational materials and information regarding health insurance and health to Employees.**

a. The Committee will consist of an equal number of representatives selected by the Employer and the other two Casinos and by the Union. (By way of example, if the parties determine that the number shall be eight (8) for each side, then the three Detroit Casinos select eight (8) representatives and the Union selects eight (8) representatives.)

b. The Committee will determine the frequency of meetings and the rules governing the meetings. Decisions by the Committee will be made by an affirmative vote of at least three-quarters (3/4) of the Detroit Casinos' representatives and at least three-quarters (3/4) of the Union's representatives.

- c. **The Committee shall be authorized to do the following:**
- i. **Explore incentives and cost containment measures relating to, among other things, pharmaceuticals, health care delivery options, and treatment programs.**
  - ii. **Prepare an annual report and recommendations regarding, among other things, cost containment measures and options to minimize the health care cost inflationary rate and mitigate any adverse impact because of the actuarial value of the health benefit plans.**
  - iii. **Provide Team Members with educational materials and information regarding health insurance and health, including but not limited to the annual report with recommendations.**
  - iv. **Convene meetings, conferences, or other discussions with Team Members regarding health insurance and health.**

d. **If reductions in health care benefit costs in a given plan year are achieved as a result of new recommendations by the Committee, fifty percent (50%) of those cost reductions will be passed on to or otherwise go to the benefit of the Team Members, as agreed upon by the parties, but only if: (a) the average per Team Member increase in cost of health care benefits is below five percent (5%) in the applicable plan year, and (b) the Employer is not adversely impacted because of the actuarial value of the plans. It shall be the authority of the Committee to determine additional benchmarks to be used for measuring cost reductions or year-over-year increases in health care benefit costs. In any event, such health care benefit costs shall be calculated on a per casino basis, taking into account total costs of the health care plans for the Employer.**

**11.12.** Insurance carriers/providers of health care delivery systems shall be selected and approved by mutual agreement. Additionally, 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. However, the Employer may, at its sole discretion, choose to self-insure.

**11.13. Wellness Plan.** In each plan year, any Employee who voluntarily participates in and complies with the Employer's Wellness Plan requirements will receive for the next plan year a credit against the Employee's contributions (set for in 11.03 above) during that plan year equal to one half (1/2) of the single Employee's contribution for the plan in which the individual Employee is enrolled. If the Employee ceases participation or compliance, the Employee will in the next plan year receive no credit. The administration of the Employer's Wellness Plan will be discussed with the DCC.

**11.14. Same Sex Domestic Partner.**

Pursuant to the U.S. Supreme Court's decision in *Obergefell v. Hodges* (2015) which legalized same-sex marriage in every state throughout the United States, the Employer will phase out Domestic Partner health benefits as follows. Notwithstanding any provision of the Collective Bargaining Agreement between the parties, upon the date of ratification of the 2015 Agreement, the Employer will no longer provide same-sex domestic partner benefits, except that existing eligible same-sex partners who participate in such benefits on the date of ratification shall be

permitted to retain such benefits until December 31, 2016. In order to continue coverage for such benefits, the Employee 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 and/or abrogated, by the Court or Act of Congress, the parties agree to reinstate Domestic Partner coverage as provided under the 2011-2015 Collective Bargaining Agreement between the parties.

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

11.15. As a result of the 2011 negotiations, the following plan design changes were incorporated into the available Health Care Plan and continue to apply:

- **Modify Pharmaceutical Plan to Include Mandatory Generics:**

- \$10 Generic

- \$30 Brand

- \$60 Non-Preferred

- 2x Mail Order (maintenance drugs available by mail order with a two (2) times co-pay for a ninety (90) day supply)

The Employee or dependent shall be liable for only the generic co-pay if a generic substitute is available, but is not medically appropriate. The Employee or dependent must provide a physician's certification establishing that he/she is medically unable to take the generic. The Employer and the DCC will agree on the procedures to implement this provision.

- Modify Health Plan to provide for an employee co-pay of \$150 in Plan Year 2012 for emergency room visits with waiver rules the same as presently apply to emergency room. Employer and Union will implement a joint educational program regarding appropriate emergency room usage during Plan Year 2012. Co-pay will increase to \$250 for Plan Years 2013, 2014 and 2015.

11.16. **Utilization Management Processes.** The parties agree that the Employer will work with the insurance carriers/providers to implement the following processes to manage and encourage appropriate utilization of the health care benefits provided to Employees:

- a. **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**
- b. **Disease\chronic case management**
  - i. **Participation in diabetics, asthma and hypertension programs**
  - ii. **Participation in large case management programs for complex cases**
- Telemedicine programs**
  - i. **Implementation of a cost-effective telemedicine alternative to ER, Urgent Care, and physician visits**
  - ii. **No Employee co-pay for up to ten (10) telemedicine consultations per Employee per Plan year**
- c. **Utilization of lower cost facilities**

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

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

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

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

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

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

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

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

In addition, DCC Employees who were employed by MGM Grand Detroit on or before October 17, 2000, and continued in employment through October 17, 2003 (including Employees on a leave of absence), are 100% vested in these contributions.

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

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



## ARTICLE 13 – DEPENDENT CARE AND WORK-LIFE

**13.01. Dependent Care.** MGM shall provide a dependent care subsidy to assist Employees with the expenses associated with dependent care (as defined by the Internal Revenue Service). The dependent care subsidy provided shall be up to \$45.00 per week per Employee and shall be subject to the following guidelines:

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

b. The dependent(s) must be a legal dependent as stated on the Employee's federal tax return. Proof of the federal income tax deduction on an Employee's most recent federal tax return shall be required.

c. The dependent care may be provided in the Employee's home by a caregiver, in the home of the caregiver, or outside of the Employee's home.

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

**13.02.** Employees are required to apply for the dependent care subsidy through the Human Resources Department. Employees applying for this benefit will be asked to provide documentation to verify that the dependent(s) is being cared for by a provider as described in paragraph c. above, in addition to any other necessary information or documentation.

**13.03. Work-Life.** The parties recognize the importance of supporting the work, family and personal needs of Employees 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 Employees. Work and Family initiatives identified by the Needs Assessment may be implemented during the life of this Agreement. The cost of the Needs Assessment will not exceed \$28,000. The vendor of the Resource and Referral Program will conduct the Needs Assessment. The parties shall work jointly on this project. Initiatives from the Needs Assessment may be implemented through these services.

b. A Resource and Referral service will be provided. The service will include a 24-hour toll free phone line and on-site consultation that assists Employees in locating and selecting dependent care services to meet their specific needs and offers caregiver education on topics ranging from parenting to elder care. This service will be delivered by a vendor specializing in dependent care consulting services and will be jointly selected through a mutually agreed upon request for proposal process. The cost of the service shall not exceed \$21.00 per Employee per year and will include eight (8) hours of on-site consultation per month.

## 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 Employees in accordance with the provisions of this Article after successful completion of their introductory period. The term of any leave covered by this Article may be extended by the written mutual agreement of the parties. The circumstances and conditions of a leave request will be stated on the appropriate leave of absence request form. A leave of absence is not automatic, and must be requested, reviewed, and approved by the Employer in writing. All leaves of absence will be in accordance with the Family and Medical Leave Act of 1993 (“FMLA”), where applicable.

### **14.01. Specific Leaves of Absence:**

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

1. An Employee 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 year. An Employee who exceeds the one year medical leave of absence shall be placed on inactive status. In the event the Employee is able to return to work within his/her inactive status period as set forth in section 14.09 below, the Employee 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 Employees for up to twelve (12) weeks while on an approved medical leave of absence in accordance with the requirements of the FMLA. An Employee not eligible for FMLA leave will receive medical benefits until the end of the month following the month the leave began.

b. Illness in the Immediate Family Leave. A leave of absence will be granted to an Employee due to illness in an Employee’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 submitted by the Employee to **HR Shared Services** with as much advance notice as possible.
3. Proof of illness may be requested.
4. The Employer will continue to provide medical insurance coverage for eligible Employees for up to twelve (12) weeks while on an approved leave of absence due to

illness in the Employee's immediate family in accordance with the requirements of the FMLA. An Employee not eligible for FMLA leave will receive medical benefits until the end of the month following the month the leave began.

c. Child-Rearing Leave. A child-rearing leave of absence will be granted for the birth and caring of an Employee's child or for the placement of a child with an Employee 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 will be required.
3. The leave of absence request shall be submitted by the Employee to **HR Shared Services** thirty (30) days in advance of the proposed leave commencement, or with as much advance notice as possible.

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

1. The leave of absence request shall be submitted by the Employee to **HR Shared Services** with thirty (30) days advance notice, unless the Employee is called for emergency active duty.
2. Proof of military duty will be required prior to the approval of such leave being granted.

e. Union Business Leave. A Union business leave of absence will be granted for Employees 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 leave may be granted for up to one year. Extensions shall not be unreasonably denied.
2. The Employee on Union business leave shall not be assigned to any facility operated by MGM Resorts International, unless mutually agreed upon by the parties in writing.
3. Employees elected or appointed to full-time Union office shall be granted a leave of absence for the period of the term.
4. Time spent on Union leave by Employees will be considered time worked for purposes of seniority and benefit accruals.

f. Political Office Leave. A political office leave of absence will be granted to Employees 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. Other Leaves of Absence.** Personal leaves of absence without pay may be granted to Employees after successful completion of their probationary 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.

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.

c. The Employer will continue to provide medical insurance coverage for eligible Employees until the end of the month following the month the personal leave of absence began, or for longer periods in accordance with the requirements of the FMLA.

**14.03.** An Employee may request, but shall not be required, to use earned/unused vacation days and before beginning an unpaid medical leave for the Employee's own serious health condition, or a family care leave for the serious health condition of the Employee's spouse, parent or child. An Employee without attendance-related discipline may request, but shall not be required, to use earned/unused personal/sick days before beginning an unpaid medical or family care leave.

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

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

**14.06.** An Employee 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 Employee may request an extension of a leave of absence by contacting his/her immediate supervisor, according to the following procedures:

a. The department head 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.

c. All medical leaves of absence require review and approval by the Human Resources Department.

**14.08.** Employees on leave of absence will continue to be covered under the Group Health Plan until the end of the month the leave of absence commences, unless otherwise specified in this Article. Employees 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 Employee upon return from a leave of absence shall be that which is being offered to all other Bargaining Unit Employees. Benefits will be restored immediately upon return from a leave of absence.

**14.09. Returning from a Leave of Absence.**

a. Any Employee 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 Employee is able to return to work.

b. An Employee 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 Employee is to return to work, without loss of seniority, unless a shift bid occurred during the Employee's leave of absence. In such situation, the Employee will be returned to work in the position awarded in the bidding process. Benefits will be restored upon return **to work** without an additional waiting period.

c. **An Employee who returns to work from inactive status** will be returned to a job in his/her former job classification, if available, or a comparable job classification which may result in the displacement of the least senior Employee in the classification. Seniority will accumulate during an approved leave of absence **prior to placement on inactive status**.

The Employer shall notify the Employee that he/she is eligible to be placed on the inactive list. The Employee must notify the Employer of her/his intent to return within fifteen (15) days of receiving the notification from the Employer.

## ARTICLE 15 – UNIFORMS

**15.01.** The Employer shall furnish or pay for all uniforms or work clothes worn by Employees on the job, and also shall launder or clean such uniforms with the following exceptions:

- Employer will provide Employees three (3) pairs of black, trousers or, in those areas the Employer authorizes black skirts to be worn, the choice of either three (3) pairs of black trousers or three (3) black skirts, or the combination thereof, upon hire at no charge. Beyond the three (3) initial pairs of trousers or skirts, if applicable, Employees are required to purchase replacements at their own expense.
- Employees are required to provide their own shoes, socks and hosiery.

**15.02.** The Employer shall make available a sufficient supply and variety of sizes of uniforms so that Employees will have clean and properly fitting uniforms at all times. A clean uniform shall be furnished to each Employee as frequently as needed, but not more than daily for fry cooks and miscellaneous kitchen help and not more often than every two (2) days for other Employees. Employees 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. If the Employer fails to provide adequate cold weather uniforms, Employees may wear personal outerwear with the approval of the Employer. Approval will not be unreasonably withheld.

**15.04.** While Employees are not required to make deposits for uniforms and clothing furnished by MGM Grand, they are nevertheless responsible for such uniforms and clothing. Employees will be responsible for any intentional negligent or careless loss of or damage to MGM Grand provided uniforms, except for normal wear and tear. MGM Grand reserves the right to require an Employee to sign an authorization to deduct the cost for such damage or loss from an Employee's paycheck after consultation with the Employee and after the responsibility for the damage has been established by MGM Grand.

**15.05.** Employees may not wear their uniforms except while working for MGM Grand, and while going to and from work.

**15.06.** Employees 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 an MGM Grand provided uniform or uniform component(s), an Employee 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 MGM Grand Detroit for any reason. In lieu of requiring an Employee to pay a security deposit for a uniform or uniform component(s), an Employee shall be required to sign an authorization form allowing MGM Grand 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 MGM Grand.

**15.08.** If MGM Grand requires the purchase of safety shoes or boots or a unique and specialized shoe brand and type, the Employee shall be reimbursed for one pair of such shoes or boots one time per year.

**15.09.** The Employer agrees that it will meet and confer, upon request, with Employees designated by the DCC for the purpose of selecting hosiery and trousers. The Employer further agrees to purchase hosiery and trousers in bulk and provide them to its Employees at cost.

## ARTICLE 16 – JURY DUTY OR COURT APPEARANCE

### **16.01 Jury Duty.**

a. An Employee 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 Employee would regularly have worked on those days.

b. Graveyard shift Employees may take off with pay either the night before or the night of their court date. Swing and Day shift Employees may take off with pay the day they are in court.

c. Employees receiving a jury summons must present the summons to their manager immediately. Employees will be paid for time spent performing jury duty (as set forth in subsections (a) and (b) above) in the same payroll cycle in which the jury duty service occur, provided that the employee submits to the Employer satisfactory evidence that jury duty service was performed on the days for which payment is claimed immediately upon returning to work.

Additionally, an employee must relinquish to the Employer all jury duty fees paid, immediately after receiving payment of such fees from the court in which the jury duty service was paid. If an employee fails to relinquish all jury duty fees received within thirty (30) days, Employer is hereby expressly authorized to deduct from an employee's pay an amount equal to the number of jury duty days claimed times the standard daily jury duty service fee for the court in which the service was performed. An employee and/or the Union agree to sign off on any required authorization document allowing deduction of such monies from the employee's pay.

d. In the event that an Employee's jury duty service is canceled, every attempt shall be made to ensure the Employee retains his or her regular number of work hours.

Time spent on jury duty is not used for purposes of calculating overtime pay.

### **16.02. Court Appearance.**

a. An Employee 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 Employee in a tipped job classification required to appear in court or at a deposition on behalf of the Employer receives two (2) times his or her regular straight time hourly rate of pay.

b. Time spent at administrative hearings, court proceedings on or at a deposition on behalf of the Employer is used for purposes of calculating overtime pay.

c. If an Employee is subpoenaed as a witness or summoned to appear in judicial proceeding, he/she will be granted an authorized absence unless the employee requests to use a personal sick or vacation day.



## **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 Employees.

Accordingly, the Employer shall have the obligation to continue to make reasonable provisions for the health and safety of the Employees 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. 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 all injury and illness experiences of the Employees and procedures to minimize the Employees' exposure to known health and safety hazards.

The Joint Committee shall:

- Oversee 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; and
- Meet on a monthly basis.

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

- Ergonomics, including training issues
- Employee Stress
- Threats/Violence in the Workplace
- Hazardous Materials
- Preventive Maintenance

- Noise Control
- Air Quality
- Additional subjects which may come up
- Immunization Schedules
- Blood Borne Pathogens and Communicable Diseases, including training issues.

c. The Joint Health and Safety Committee shall seek expert consultation when necessary. If the Joint Health and Safety Committee is unable to reach agreement, either party may request that the issue be processed through mediation.

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

a. Mediators will be mutually agreed upon and may be selected from the State or Federal Mediation Services.

b. The parties shall share the cost and expenses of the mediator.

c. The issue mediated will be the same as the issue the parties failed to resolve through the Joint Health and Safety Committee.

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

e. 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.

f. 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.

g. Either party may request the Mediator give an oral advisory opinion.

h. 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.

i. The jurisdiction of the Mediator shall not extend to proposed changes to any provisions of this Agreement.

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

**17.05.** The parties agree to establish a formal training program for the Health and Safety Committee regarding health and safety related issues. The agenda for the formalized training will be created jointly. Health and Safety Committee training will be scheduled at least one (1) time per year.

**17.06.** Blood Borne Pathogens and Communicable Disease training will be offered to all Employees.

**17.07.** Floor mats will be provided and maintained for Employees who are required to stand all day.

**17.08.** Chairs will be repaired as needed.

## **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 Employees. The parties further recognize that a cooperative training program will provide appropriate training for the classifications of employment covered under this Agreement.

**18.02.** Employees 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 contained in this Agreement.

Employees who successfully complete the Detroit Casino Council 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 contained in this Agreement.

In both cases, except as otherwise specified in this Agreement, such training programs shall be made available equally to all interested Employees and shall be offered at no cost to the Employees. For purposes of this Section only, “Employee” refers to all MGM Employees 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 Procurement Act Board. Such external funding shall be considered in any funding discussions should a trust fund program be established.

### **18.04. Educational Expense Reimbursement.**

a. The MGM Grand Detroit is committed to assisting Employees in achieving their full career potential and excellence in job performance. MGM Grand Detroit will provide education and/or professional development assistance to Employees who meet the criteria set forth under its policy.

b. Regular full-time and part-time Employees who have completed at least six (6) months of continuous service are eligible for educational financial assistance up to \$1,200 per semester, not to

exceed \$2,400 per year. Effective October 17, 2011, the educational financial assistance shall be increased to \$1,800 per semester, not to exceed \$3,600 per year.

c. Employees are not eligible for educational assistance if:

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

d. Each Employee will be limited to reimbursement for a maximum of five (5) courses per semester in the amounts set out below.

e. Courses of Study must be mission related, or if the course is a prerequisite to a course of study, either for the Employee's current position or for development at MGM Grand Detroit, and must be beneficial to the MGM Grand Detroit in the development of its work force. All courses must be from an accredited learning institution.

f. At least two weeks prior to the start of the class, the Employee must submit a completed "Tuition Assistance" form to his or her Vice President, who will verify eligibility.

1. The Vice President must verify that the course is mission-related and directly relates to a probable future position in the department.
2. Forms can be obtained from the Employer.
3. The Vice President or his/her designee will forward the form to the Employer's Training Department for approval.

g. The University at MGM Grand Detroit will notify the Employee and his or her Vice President if the course is approved or denied.

h. Employees are reimbursed for tuition, lab fees and textbooks upon completion of the course with a "C" or better or a "pass" grade in a pass/fail course.

i. Employees must show proof of enrollment and grades to be reimbursed for tuition, lab fees and textbooks.

j. It is the Employee's responsibility to submit all necessary documentation (fees, receipts, transcripts, report cards and proof of course completion) to the University at MGM Grand Detroit within thirty (30) days of course completion in order to be eligible for reimbursement.

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

2. Employees must meet the same eligibility criteria at the time of completion of the course as they did when they applied.
  3. Employees can pick up their check at the University at MGM Grand Detroit two (2) weeks after submission of the completed form.
  4. If an Employee is separated from the Employer before completion of the course, or after completion but before reimbursement is received, reimbursement will be voided. Employees are encouraged to share proof of course completion with their Manager or Vice President.
- k. Documentation of course completion is included in the Employee's employment record.
- l. Classes must be scheduled outside the Employee's regular work hours. Departments are encouraged to adapt work schedules to accommodate those attending classes.

**18.05.** Employees whose jobs are designated for elimination as a result of technological change, and Employees 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-the-job" training and participation in the Employer's training programs. Regular full-time and part-time Employees 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. Employees who completed at least six (6) months of continuous service and are laid off as 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 the Employer failed to provide at least six (6) months' notice prior to layoff, that the Employee's job was designated for elimination. In that event, the laid off employee 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 employee laid off as a result of a technological change shall have recall rights for two (2) years of employment.

**18.06. Seminars and/or Conference Reimbursement.**

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

**18.07. GEDs or Degree of High School Equivalency.**

a. Employees who have not completed high school and received a degree are encouraged to complete their GED where applicable. Employees taking GED classes will be eligible for tuition reimbursement under the current tuition reimbursement guidelines set here within.

b. The University of MGM Grand Detroit will give a bonus of \$500 to any Employee who does not currently have a High School Diploma who enters and completes a GED program to obtain a high school equivalency degree.

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

**18.08.** When Employees are required to take courses as specifically required in trainee or apprenticeship programs, the expenses will be paid in full by the Employer in accordance with the provisions of this Article.

**18.09. Training Fund.**

Slot Technicians.

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

## ARTICLE 19 – EMPLOYEE ASSISTANCE PROGRAM (“EAP”)

MGM Grand Detroit 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 MGM Grand Detroit Employees and their families.

Alcoholism and drug dependency are recognized by medical, public health authorities, MGM Grand Detroit and the Detroit Casino Council as diseases. These diseases can impair Employees’ 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, MGM Grand Detroit and The Detroit Casino Council believe that constructive measures are possible to deal with these problems which can be a major cause of family breakdown and are related to personal breakdown and violence in the community.

It is important for the parties to this agreement to:

1. Generate a climate in the workplace which strives to minimize the effects of the social stigma associated with mental disorders, problem gaming, alcoholism, drug dependency, and other personal problems which act as barriers to Employees 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 Employees to take advantage of Employee Assistance Program (“EAP”) services;
3. Assure confidentiality in working with Employees;
4. Assist in developing educational and informational materials to use at the workplace.

### I. Objectives.

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

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



II. Guidelines.

An Advisory EAP Team (“Team”) will be formed to facilitate the joint efforts. The Team will be comprised of five (5) representatives from MGM Grand Detroit 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. Employees who participate in the Team are required to undergo forty (40) hours of training in the initial year of this collective bargaining agreement, and twenty-four (24) hours of training per year for the duration of the contract term. Employees will be compensated for such training and for up to two (2) hours per quarter for Team meetings.

III. Employee Assistance Program Administration.

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

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

IV. Acknowledgement.

MGM Grand Detroit and the Detroit Casino Council acknowledge that:

1. Nothing in this statement is to be interpreted as constituting any waiver of Management’s right to enforce discipline or discharge as set forth in Article 22 or the right to invoke disciplinary measure 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 Employee should not expect any special privileges or exemptions from standard personnel practices; and
3. When an Employee 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 employee has voluntarily submitted to such treatment, a leave of absence may be granted pursuant to Article 14 of this collective Bargaining Agreement and the Employee will be eligible for benefits in accordance with Article 14 (Leaves of Absence).
4. An Employee who is not working due to participation in EAP 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 EAP 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 EAP vendor to develop a comprehensive education and training program directed at all levels of Management, the Union, and the work force.
2. EAP will maintain appropriate standards of performance measured against the objective models identified by the Team and the EAP vendor.
3. EAP will provide Critical Incident Response service to Employees 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 EAP 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 Employee:

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

VII. Confidentiality.

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

VIII. Michigan Gaming Control Board.

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

## ARTICLE 20 – GAMING LICENSES

20.01. MGM Grand Detroit will provide financial assistance to Employees for obtaining their Michigan Gaming Control Board (“MGCB”) occupational licenses according to the following guidelines:

a. The Employer will continue to pay for the temporary occupational license fee. If, however, an Employee works for the Employer for less than six (6) months, the cost of such license fee shall be payroll deducted from the individual’s final paycheck.

b. For Employees who receive approval from MGCB for their permanent license, the Employer will reimburse the cost of the permanent license on the individual’s second anniversary with the Employer. The Employer will pay the permanent license fee directly for Employees who have two (2) years of services or more at the time of the notification. The Employer will also pay the Employee’s renewal fee directly.

**20.02.** The payment and payroll deduction methods in place at the time of ratification of this collective bargaining agreement will continue with the above modifications.

**20.03. Beginning no later than thirty (30) days following approval from MGCB, the Employer will establish a process to allow an Employee to submit a payroll deduction request for a lost MGCB badge replacement fee.**

## **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. Employees in cash handling positions who have repeated substantial cash shortages may be subject to reasonable cause drug tests;

d. In no event shall random drug testing be permitted;

e. The Employer shall pay for the cost of the examination, and the Employee shall be paid for all time required for the examination;

f. 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.

g. A blood alcohol level at or in excess of the limit prescribed by Michigan Law constitutes an irrefutable presumption that the individual is under the influence of alcohol.

## ARTICLE 22 – DISCIPLINE

### 22.01. Cause for Discipline or Discharge.

a. No regular Employee, after having completed the probationary period, shall be disciplined and/or discharged except for just cause. Disciplinary actions will be progressive and may include but are not limited to: verbal warnings, written counseling's, suspension and discharge. The parties agree that progressive discipline normally requires, prior to suspension or discharge, that an Employee be given an opportunity to correct the deficiency through a written counseling notice, but that within the principle of progressive discipline, certain conduct may warrant immediate suspension or discharge when appropriate. This type of conduct includes, but is not limited to, that which is set forth in MGM Grand Detroit Casino Policy #417. A regular Employee may contest disciplinary action imposed upon him or her through the Grievance and Arbitration procedure set forth in Article 23.

b. When an Employee who has completed the introductory period is disciplined and/or discharged, the reason therefore will be given to the Employee in writing. When an Employee is suspended or discharged, copies of the written notice to the Employee 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, **including as provided for in Letter of Understanding regarding Article 22 attached to this Agreement**, 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**.

d. Any employment action taken as a required result of the loss of a required license or a directive from the Michigan Gaming Control Board shall not be subject to the provisions of this Article. In such a case, the Employer will, upon request, promptly provide the Employee and the Union with documentation of the required action.

**22.02. Counseling Notices.** Counseling notices issued to Employees must specify the events or actions for which the counseling notice is issued. Counseling notices shall be issued to Employees within fourteen (14) days after the Employer is aware of the event or action for which the counseling notice is issued and has a reasonable period of time to investigate the matter. A copy of any written counseling notice shall be issued to the Employee. The Employee shall be required to sign all notices for the purposes of acknowledging receipt and may include a rebuttal statement in addition to his or her signature.

**22.03.** Both the Employer and Employees will approach the disciplinary process in a professional and respectful manner. No Employee shall be discharged while on paid time off, or on a leave of absence.

**22.04.** Disciplinary suspensions, counseling notices, written customer complaints, and reports of outside non-governmental agencies or of the Employer's own security force concerning the conduct

of an Employee 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 Employee's personnel file in any administrative or judicial proceeding.

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

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

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

**22.09.** The Employer shall not suspend Employees without pay pending investigation, for a period in excess of five (5) working days (**four (4) working days for Employees working ten (10) hour shifts**).

## ARTICLE 23 – DISPUTE RESOLUTION

### 23.01. Grievances.

The Employer and the Council agree that Employees 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 Employees that are not resolved through consultation with their supervisor:

a. Step I. Within fifteen (15) calendar days of the occurrence of the event giving rise to the grievance, or within fifteen (15) calendar days of the time the Employee or the Council reasonably could have acquired knowledge of the event, the Employee will give written notice on the form provided of the nature and basis for the grievance. Within seven (7) calendar days after notification, the Employee shall meet with his or her supervisor to discuss the grievance. If the Employee desires representation, he or she may request assistance from a Union Steward and/or Council Representative. An Employee Relations Advisor may participate at this meeting.

b. Step II. If the issue is not resolved at Step I, the Employer shall provide a written response to the grievance outlining its position. The Employee 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. An Employee Relations Advisor and Union Steward and/or Council Representative may participate in the meeting. The management representative shall respond to the Employee's grievance **in writing** within seven (7) calendar days of the Step II meeting.

c. Step III. If the issue is not resolved at Step II, the Employee and manager or management designee shall meet within seven (7) calendar days of the Step II meeting, with the Vice President of the Department or the Vice President's designee to resolve the issue. An Employee Relations Advisor and Council Representative and/or Union Steward may participate in the meeting. The management representative shall respond to the Employee's grievance **in writing** within seven (7) calendar days of the Step III meeting.

d. Steps I-II. Settlements reached at Step I-II shall be considered non-precedential, unless the Vice President of Human Resources or the Vice President's designee 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 Vice President of Human Resources or the Vice President's designee 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 Vice President or the Vice President's designee under Step III of Section 23.01 above.**



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. Any settlement/resolution of a grievance during the mediation process shall be final and binding on the parties.**

### **23.03. Arbitration.**

a. **Expedited Arbitration.** If a grievance is not resolved pursuant to the dispute resolution procedure set forth in Section 23.01 or 23.02 above, either party may submit a discipline and/or discharge matter to Expedited Arbitration, within ten (10) calendar days of: **i) the decision of the Vice President or the Vice President's designee under Step III of Section 23.01 above; ii) receipt of the Notice of Refusal to Proceed under Section 23.02(b); or iii) failure to resolve the grievance at mediation 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 or more parties request, the arbitrator shall reduce his or her decision to writing within thirty (30) calendar days.

b. **Formal Arbitration.** If a grievance involves an issue of contract interpretation or disciplinary discharge not processed under sub-section (a) above, and it is not resolved pursuant to the dispute resolution procedure set forth in Section 23.01 or 23.02 above, either party may submit the matter to final and binding arbitration within ten (10) **calendar** days of: **i) the decision of the Vice President or the Vice President's designee under Step III of Section 23.01 above; ii) receipt of the Notice of Refusal to Proceed under Section 23.02(b); or iii) failure to resolve the grievance at mediation 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 predetermined 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. General.

1. The procedures shall be pursuant to the voluntary arbitration rules of the American Arbitration Association.
2. Each party will bear its own costs and will share equally the fees and expenses of the arbitration.
3. The arbitrator shall be notified in writing of his/her selection, and shall have no authority, jurisdiction or power to amend, modify, nullify or add to the provisions of this Agreement.
4. The award of the arbitrator shall be final and binding upon the Employer, the Union, and the Employee(s) involved. The expenses and fees of the arbitrator shall be shared equally by the Employer and the Union.

**23.04. Mitigation of Damages.** If an Employee is separated by MGM Grand, and the Employee disputes that his/her separation was not for just cause, the Employee must mitigate any potential damages MGM Grand may eventually owe that Employee. **Unemployment compensation and payment for personal services shall be deducted from any back pay award.**

**23.05. The time frames set forth in this Article 23 to file a grievance or pursue a grievance to the next step in the grievance, mediation and arbitration process may be extended only by written agreement of the parties.** All other time limits in the above procedure may **also** 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 agreed-upon payment due.

**23.07.** The parties agree to explore alternative dispute resolution methods.

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

However, if the Employee satisfies his/her obligation to the Board within six (6) months and his/her license is reinstated, the Employer will reemploy the Employee in his/her former position or a comparable position in his/her classification. In such circumstance, the Employee will be credited with seniority accrued prior to termination. Nothing here applies to an Employee 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 Employee’s temporary or permanent gaming license is determined through the appeals process to be in error, under no circumstances will MGM Grand Detroit be responsible for back pay, but will employ the Employee in his/her former position, if available, or in a comparable position in his/her classification for which the Employee is qualified. In that circumstance, the Employee 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 MGM Grand Detroit’s unreasonable conduct in light of all circumstances, then MGM Grand Detroit shall be responsible for back pay, reinstatement to the Employee’s former or a comparable position, and for making the Employee 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 Employee violates an Employer policy implemented in response to the Michigan Gaming Law, the Employee’s violation of which may subject the Employer to a fine or other negative action, the Employer has the right to discipline the Employee in accordance with the progressive discipline system set forth in Article 22 (Discipline Article).

b. After investigation, Employees 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 MGM Grand Detroit’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 Employees covered by this Agreement as well as the mere presence of Employees on MGM Grand's property, will provide them with access to certain information concerning the Employer and its operations, the Employees 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 Employees covered by this Agreement shall be fully and exclusively responsible for any violations of this Article, and shall not only be subject to discipline up to and including discharge by the Employer for such a violation, but shall be subject to any criminal, civil or other penalties and/or liability resulting from their violation of this Article.

## ARTICLE 26 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

**26.01. Right to Manage.** Both parties agree that MGM Grand 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 Employees property-wide; reprimand, suspend or separate Employees; to determine the duties of Employees to be employed and to direct the working force; to assign work as needed; to determine the number of Employees 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 Employees; and to introduce or establish new equipment, facilities, technological changes, procedures or processes. All of the foregoing rights are reserved by the employer except to the extent they may be contrary to or inconsistent with the terms and conditions of this Agreement.

**26.02. Rules and Posting.** The Employer may establish and administer reasonable rules, regulations and procedures governing the conduct of Employees, 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 Employees affected thereby, and business representatives of the Council and its member Unions, may have an opportunity to become familiar with them. The Employee 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 rules 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 unresolved. 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 Employee 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 Employee 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. Union Shop.** Subject to the provisions of the Labor Management Relations Act, 1947, as amended, it shall be a condition of their employment that all Employees 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 Employees covered by this Agreement shall, on or after the 30th day following the Employee’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. Indemnification.** 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. Enforcement Mechanism.** Within fifteen (15) days after receipt of written notice from the Union that any Employee 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 employee.

## **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 Employees 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 agreed upon 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 Employee 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 Employee with the appropriate Union dues deduction card at the time the Employee is hired. Questions from Employees 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 Employees hired, transferred or promoted into that 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 Employees who have returned to work after authorized leave of absence, and upon receiving notice from the Council of an Employee'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 Employees 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 Employee 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.

## **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 Employees 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 Employees 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 Employees. 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 (Dispute Resolution), and engage in discussions with the Employer's designated representatives of questions or concerns regarding the Employer's work practices or procedures. A Union Steward must undergo a joint training program in communications and conflict resolution.

**29.03.** The Employer shall allow the designated Union Stewards a reasonable amount of time during normal working hours, without loss of regular pay, for the purpose of performing their designated grievance procedure functions in their respective areas on the premises of the Employer. The Union Steward's activities may not interfere with regular business operations. Union Stewards shall be permitted reasonable access to the members they represent. The Union Steward shall request approval (which shall not be unreasonably withheld) from the appropriate supervisor(s) prior to entering a work area for the purpose of investigating grievances. The Union Steward shall indicate in a manner prescribed by the Employer time spent engaging in such activities. Such time off from work shall only be taken when the matter reasonably cannot be handled during non-working time and shall not interfere with the operation of the business. Union Stewards and representatives shall be excused from work to attend Union meetings without pay upon reasonable notice to the Employer. Employees will be provided with the Steward of the Employee'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 to the Council, in a mutually agreeable electronic format:

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 Employees hired into, transferred or promoted into that union's jurisdiction during the preceding period, including each Employee's name, social security number, address, phone number, department, job title, hire date, sex and date of birth.

b. By the 10th day of each month, a list of all bargaining unit Employees terminated, placed on leave of absence or transferred out of the bargaining unit, and of all Employees transferred into the bargaining unit during the preceding month including each Employee's name, social security number and the date(s) of such personnel transaction, and the expected date of return from leaves of absence.



c. The Employer shall furnish the Union with a quarterly list of all Employees in the bargaining unit, including each Employee's name, social security number, department, job title, address, phone number, date of birth, date of hire and sex.

**29.05.** All Employees 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 Employees who will be involved in the orientation, including each Employee'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 DCC shall be permitted a total of thirty (30) continuous minutes, **without interruption by the Employer, to distribute Union dues deduction cards, speak, and distribute literature about the Union, its rights and obligations as an exclusive representative, and the collective bargaining agreement.**

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

**ARTICLE 30 –  
DETROIT CASINO COUNCIL BUTTONS**

**30.01.** Employees 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 Employees, 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 31.01. above will be modified accordingly.

**31.03.** The political contribution deduction shall be made once each month during which an Employee 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 Employee 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 Employees or any reduction of hours of work for bargaining unit Employees 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 Employees;
- b. Contract for the renovation, reconstruction or restoration of the Employer's property, buildings or fixtures;
- c. Have work performed pursuant to warranty;
- d. Enter into contracts for the purchase of prepared food or baked goods;
- e. Nothing contained in this Article shall preclude the Employer from contracting with third parties to lease and/or own and operate a signature or themed high-end or gourmet restaurant/entertainment enterprise. The Employer may enter into one (1) such contract, provided that there are at least five (5) Employer operated food outlets in which bargaining unit work is performed by unit Employees and so long as no fine dining outlet is permanently closed or has its hours and menu substantially curtailed as a result of such contract.

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

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

**ARTICLE 33 –  
NO STRIKE OR LOCKOUT**

**33.01.** The Employer and the Union agree that Grand Class Service and the enjoyment and entertainment of customers, is an essential goal of MGM Grand Detroit and its Employees.

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

**33.02.** The Employer and the Council also agree that the Council and its members should be able, consistent with their obligations to customers and the Employer, to practice the values of Union solidarity and support. Therefore, the Employer agrees to use its best efforts to avoid placing the Union or its members in a position of violating those values, especially with regard to labor issues in the City of Detroit. This commitment by the Employer shall not be construed to dilute the 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 and CEO of MGM Resorts International and the President of MGM Grand Detroit.

## ARTICLE 34 – OWNERS AND SUCCESSORS

**34.01. Ownership.** This Agreement shall cover all Employees employed in classifications listed in Exhibit 1 in operations within the jurisdiction of the Council, in the City of Detroit, Michigan, which during the term of this Agreement, are owned by, operated by or substantially under the control of the Employer. The term “Employer” shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of the Employer covered by this Agreement or a subsidiary of the Employer covered by this Agreement.

**34.02. Obligations on Employer Selling or Assigning.** In the event that the Employer sells or assigns its business or in the event that there is a change in the form of ownership, the Employer shall give the Council reasonable advance notice thereof in writing and shall make all payment which are due or shall be due as of the date of transfer of the business for wages and benefits for Employees covered by this Agreement. In addition, the Employer shall be responsible for accrued paid time off and other earned benefit payments for each Employee covered by this Agreement. The Employer further agrees that as a condition to any such sale, assignment or transfer of ownership, the Employer will obtain from this successor or successors in interest a written assumption of this Agreement and furnish a copy thereof to the Council.

**34.03. Obligations on Successor Employers.** This Agreement shall be binding upon the successors and assigns of the parties hereto. No provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of the Employer’s interest, or any part thereof, in any establishment covered by this Agreement.

**34.04.** Nothing contained in this Agreement shall be construed to apply to investors or shareholders of the Employer who are not signatories to this Agreement.

**ARTICLE 35 –  
SAVINGS CLAUSE**

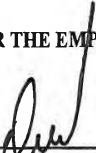
**35.01.** In the event that any provision of this Agreement shall be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intention of the parties hereto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

**ARTICLE 36 –  
TERM-TERMINATION-RENEWAL**

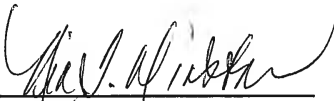
This Agreement shall be in full force and effect from October 17, 2015 until 11:59 p.m. on October 16, 2020.

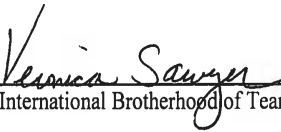
IN WITNESS WHEREOF, the parties heretofore by their duly designated representatives have hereunto set their hands this 2<sup>nd</sup> day of November, 2016, in Wayne County, State of Michigan.


**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
MGM Grand Detroit


**FOR THE DETROIT CASINO COUNCIL:**

  
\_\_\_\_\_  
UNITE HERE! Local 24

  
\_\_\_\_\_  
International Brotherhood of Teamsters

  
\_\_\_\_\_  
International Union, UAW

  
\_\_\_\_\_  
UAW, Local 7777

  
\_\_\_\_\_  
International Union of Operating  
Engineers, Local 324



## APPENDIX 1 – Exclusive Provider Arrangement (EPA) – HAP II

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

### Schedule of Benefits

This program features a network of health care providers through which Casino Employees can receive services at the In-Network level of benefits through their designated Alliance Personal Care Physician (PCP). There are no Out-of-Network benefits.

Alliance EPA Members must seek care or be directed to medical services through a referral authorization by their designated Alliance Personal Care Physician (PCP). If member does not use their PCP for medical services or obtain a referral, their medical services will not be covered.

Health Care Services	Limitations	In-Network
<b>Preventive Services:</b>		
Preventive Office Visits		\$20 copay per office visit then 100%
Periodic Physical Exams	Limited to one each 12 months	100%
Well Baby/Child Exams	Covered up to 24 months	100%
Immunizations		100%
Outpatient Diagnostics: X-rays, Lab Tests, Pap Smears and Mammograms		100%

Health Care Services	Limitations	In-Network
<b>Outpatient Services:</b>		
Office Visits		\$20 copay per office visit then 100%
Physician/Professional		100%
Allergy Testing		100%
Allergy and Other Injections		100%
Back Care	Manipulation of the spine for subluxation only-20 visit limit per year	\$20 copay per visit then 100%
Podiatry	Medically necessary only	100%
Radiology and Pathology		100%
Eye Examinations (for medical reasons)	Includes eye refractions but does not	\$20 copay per visit then 100%

	include lenses/frames/contacts	
Audiology Examinations		\$20 copay per visit then 100%
Office Surgery/Procedure		100%
Ambulatory Surgery	No copay when performed in an ambulatory setting	100%
Facility, Surgeon and Other Professional Charges		

Health Care Services	Limitations	In-Network
<b>Emergency Services:</b>	Must meet ALLIANCE emergency guidelines	
Emergency Room	Care not meeting guidelines may result in nonpayment. A copay will apply, but waived if admitted.	\$250 copay then 100%
Urgent Care Center	A copay will apply, but waived if admitted.	\$30 copay then 100%
ER Professional Services		100%
Ambulance Service	Emergency transport only	100%
<b>Other Services:</b>		
Durable Medical Equipment	Must be an authorized piece of equipment based on ALLIANCE guidelines	100%
Prosthetics and Orthotics	Must be an authorized piece of equipment based on ALLIANCE guidelines	100%
Skilled Nursing Facility Care	100 days per member per benefit year.	100%
Annual Deductibles		Individual \$0 Family \$0
Out-of-Pocket Maximums	Does not include deductible	Individual \$0 Family \$0
Organ Transplant Lifetime Maximum	Limited to lifetime maximum of \$1,000,000	100%

Health Care Services	Limitations	In-Network
Lifetime Maximum per Covered Individual	\$5,000,000 lifetime maximum	
Pre-existing Conditions	None	None
Precertification Penalty	Reduction in benefits by 50% for noncompliance.	
<b>Inpatient Hospital Services:</b>	Admissions require that ALLIANCE be notified within 48 hours of admission. Failure to notify ALLIANCE within 48 hours could result in a reduction of benefits or nonpayment	
Semi-private Room		100%
Intensive, Cardiac and Other Specialty Care		100%
Units as medically necessary		
Surgery and Related Services		100%
Anesthesia		100%
Radiology and Pathology		100%
Physician/Professional Visits		100%
Pharmaceuticals		100%
Miscellaneous Services		100%

Health Care Services	Limitations	In-Network
<b>Maternity Services:</b>		
Pre-and Post-natal Visits		\$20 copay per office visit then 100%
Labor and Delivery		100%
Newborn Care in Hospital		100%
<b>Ancillary Services:</b>		
Home Health Care	Medically necessary only by RN or LPN Annual maximum of 100 visits	100%
Hospice Care	210 days lifetime	100%
Physical Therapy	60 combined visits per benefit year	\$20 copay per office visit then 100%
Speech Therapy	60 combined visits per benefit year	\$20 copay per office visit then 100%
Occupational Therapy	60 combined visits per benefit year	\$20 copay per office visit then 100%
<b>Mental Health Services</b>	Services must be precertified. Members can directly access services by calling	

	Coordinated Behavioral Health Management at 1-800-444-5755	
Inpatient Services	Covered as medically necessary	100%
Outpatient Services	Covered as medically necessary	\$20 copay per office visit then 100%

Health Care Services	Limitations	In-Network
<b>Chemical Dependency Services:</b>	Services must be precertified. Members can directly access services by calling Coordinated Behavioral Health Management at 1-800-444-5755	
Inpatient Services	Covered as medically necessary	100%
Outpatient Services	Covered as medically necessary	\$20 copay per office visit then 100%

### RIDERS (included with this certificate)

#### Prescription Drugs

Does not include fertility agents. Contraceptives are included unless otherwise noted. All prescriptions must meet ALLIANCE guidelines. Mandatory generic requirement, unless physician's certification establishes and provides the member is medically unable to take generic.	Retail (30-day supply) 100% after \$10 copay per generic, \$30 copay per preferred brand, \$60 copay per non-preferred brand will apply. Mail Order (Up to 90-day supply) 100% after 2 X Retail copayments
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<b>Sponsored Dependent</b>	100%
Relative by blood or marriage or nonrelative for which principal support is provided.	
<b>YOUNG ADULT 19-26</b>	100%
Dependent unmarried children to age 26	
<b>Voluntary Sterilization</b>	100%
Any procedure, including vasectomy and tubal ligation, whose sole intent is to induce sterility.	

Health Care Services	Limitations	In-Network
<b>Medicare Complementary</b>		100%
For retirees only who are enrolled in Medicare Parts A and B. Coverage is for deductibles and coinsurance under Parts A and B of Medicare for benefits covered by Medicare. Benefits described in this policy are reduced to the extent they are covered by Medicare parts A and B.		

<b>Hearing Aids</b>	100%
Replacement available with prescription change or once every three (3) years.	
<b>Infertility Services</b>	100%
Any services used with the sole intent to induce conception to an individual with the inability to produce offspring. Limited to aggregate amount of \$3,000 per member per lifetime.	
<b>Abortion</b>	100%
Voluntary abortions performed during first trimester only. Limited to one (1) episode within a twenty-four (24) month period. Coverage limited to the aggregate amount of \$1,000 per member per lifetime.	

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

## Exclusive Provider Arrangement (EPA) – HAP Traditional

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

### Schedule of Benefits

This program features a network of health care providers through which Casino Employees can receive services at the In-Network level of benefits through their designated Alliance Personal Care Physician (PCP). There are no Out-of-Network benefits.

Alliance EPA Members must seek care or be directed to medical services through a referral authorization by their designated Alliance Personal Care Physician (PCP). If the member does not use their PCP for medical services or obtain a referral, their medical services will not be covered.

Health Care Services	Limitations	In-Network
<b>Preventive Services:</b>		
Preventive Office Visits		\$20 copay per office visit then 100%
Periodic Physical Exams	Limited to one each 12 months	100%
Well Baby/Child Exams	Covered up to 24 months	100%
Immunizations		100%
Outpatient Diagnostics:		100%
X-rays, Lab Tests, Pap Smears, and Mammograms		
<b>Outpatient Services:</b>		
Office Visits		\$20 copay per office visit then 100%
Physician/Professional		100%
Allergy Testing		100%
Allergy and Other Injections		100%
Back Care	Manipulation of the spine for subluxation only-20 visit limit per year	\$20 copay per office visit then 100%
Podiatry	Medically necessary only	100%
Radiology and Pathology		100%
Eye Examinations (for medical reasons)	Includes eye refractions but does not include lenses/frames/contacts	100%

<b>Health Care Services</b>	<b>Limitations</b>	<b>In-Network</b>
Audiology Examinations		100%
Office Surgery/Procedure		100%
Ambulatory Surgery:	No copay when performed in an ambulatory setting	100%
Facility, Surgeon and Other Professional Charges		100%

<b>Emergency Services:</b>		
Emergency Room	Must meet ALLIANCE emergency guidelines Care not meeting guidelines may result in nonpayment. A copay will apply, but waived if admitted.	\$250 copay then 100%
Urgent Care Center	A copay will apply, but waived if admitted.	\$20 copay then 100%
ER Professional Services		100%
Ambulance Service	Emergency transport only	100%

<b>Other Services:</b>		
Durable Medical Equipment	Must be an authorized piece of equipment based on ALLIANCE guidelines.	100%
Prosthetic and Orthotics	Must be an authorized piece of equipment based on ALLIANCE guidelines.	100%
Skilled Nursing Facility Care	100 days per member per benefit year.	100%

<b>Health Care Services</b>	<b>Limitations</b>	<b>In-Network</b>	
Annual Deductibles		Individual	\$0
		Family	\$0
Out-Of-Pocket Maximums	Does not include deductible	Individual	\$0
		Family	\$0
Organ Transplant Lifetime Maximum	Limited to lifetime maximum of \$1,000,000	100%	
Lifetime Maximum per Covered individual	\$5,000,000 lifetime maximum		
Pre-existing Conditions	None	None	

Precertification Penalty	Reduction in benefits by 50% for noncompliance.	
<b>Inpatient Hospital Services:</b>	Admissions require that ALLIANCE be notified within 48 hours of admission, Failure to notify ALLIANCE within 48 hours could result in a reduction of benefits or nonpayment	
Semi-private Room		100%
Intensive, Cardiac and Other Specialty Care Units as medically necessary		100%
Surgery and Related Services		100%
Anesthesia		100%
Radiology and Pathology		100%

Health Care Services	Limitations	In-Network
Physician/Professional Visits		100%
Pharmaceuticals		100%
Miscellaneous Services		100%

<b>Maternity Services:</b>		
Pre- and Post-natal Visits		\$20 copay per office visit then 100%
Labor and Delivery		100%
Newborn Care in Hospital		100%

<b>Ancillary Services:</b>		
Home Health Care	Medically necessary only by RN or LPN. Annual maximum of 100 visits.	100%
Hospice Care	210 days lifetime	100%
Physical Therapy	60 combined visits per benefit year	\$20 copay per office visit then 100%
Speech Therapy	60 combined visits per benefit year	\$20 copay per office visit then 100%
Occupational Therapy	60 combined visits per benefit year	\$20 copay per office visit then 100%

<b>Mental Health Services:</b>		
	Services must be precertified. Members can directly access services by calling Coordinated Behavioral Health Management at 1-800-444-5755.	



<b>Health Care Services</b>	<b>Limitations</b>	<b>In-Network</b>
Inpatient Services	Covered as medically necessary	100%
Outpatient Services	Covered as medically necessary	\$20 copay per office visit then 100%
<b>Chemical Dependency Services:</b>	Services must be precertified. Members can directly access services by calling Coordinated Behavioral Health Management at 1-800-444-5755.	
Inpatient Services	Covered as medically necessary	100%
Outpatient Services	Covered as medically necessary	\$20 copay per office visit then 100%
<b>RIDERS (included with this certificate)</b>		
<b>Prescription Drugs</b>		
Does not include fertility agents. Contraceptives are included unless otherwise noted. All prescriptions must meet ALLIANCE guidelines.		Retail (30-day supply) 100% after \$10 copay per generic, \$30 copay per preferred brand, \$60 copay per non-preferred brand will apply.
Mandatory generic requirement, unless physician's certification establishes and provides the member is medically unable to take generic.		Mail Order (Up to 90-day supply) 100% after 2 X Retail copayments
<b>Sponsored Dependent</b>		100%
Relative by blood or marriage or nonrelative for which principal support is provided.		
<b>YOUNG ADULT 19-26</b>		100%
Dependent unmarried children to age 26		
<b>Voluntary Sterilization</b>		100%
Any procedure, including vasectomy and tubal ligation, whose sole intent is to induce sterility.		
<b>Medicare Complementary</b>		100%
For retirees only who are enrolled in Medicare Parts A and B. Coverage is for deductibles and coinsurance under Parts A and B of Medicare for benefits covered by Medicare. Benefits described in this policy are reduced to the extent they are covered by Medicare parts A and B.		

Health Care Services	Limitations	In-Network
<b>Hearing Aids</b>	Replacement available with prescription change or once every three (3) years.	100%
<b>Infertility Services</b>	Any services with the sole intent to induce conception to an individual with the inability to produce offspring. Limited to aggregate amount of \$3,000 per member per lifetime.	100%
<b>Abortion</b>	Voluntary abortions performed during first trimester only. Limited to one (1) episode within a twenty-four (24) month period. Coverage limited to the aggregate amount of \$1,000 per member per lifetime.	100%
<b>Domestic Partner — Same Sex</b>	An Individual, of the same gender, who resides together with the Subscriber and intends to do so permanently; who shares in basic living expenses; who is not related by blood to a degree of closeness that would prohibit marriage were the individual of the opposite sex; is at least the age of consent; who is not in a domestic partnership with anyone else; and who, if eligible to register as domestic partners in the jurisdiction which the Subscriber and he/she lives and/or works, would register as domestic partners within thirty-one (31) days of enrollment eligibility.	100%

## APPENDIX II – Community Blue<sup>8M</sup> PPO

	In-Network	Out-of-Network
<b>Preventive Services - Limited to \$250 per calendar year</b>		
Health Maintenance Exam - includes chest X-ray, EKG and select lab procedures	Covered-100%, one per calendar year	Not covered
Annual Gynecological Exam	Covered-100%, one per calendar year	Not covered
Pap Smear Screening-laboratory services only	Covered-100%, one per calendar year	Not covered
Well-Baby and Child Care	Covered-100%	Not Covered
	- 6 visits per year through age 1	Not Covered
	- 2 visits per year, age 2 through 3	Not Covered
	- 1 visit per year, age 4 through 15	Not Covered
Immunizations	Covered-100% up through age 16	Not Covered
Fecal Occual Blood Screening	Covered-100% one per calendar year	Not Covered
Flexible Sigmoidoscopy Exam	Covered-100% one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered-100% one per calendar year	Not Covered
<b>Mammography</b>		
Mammography Screening	Covered 100% One per calendar year, no age restrictions	Covered - 60% after deductible
	In-Network	Out-of-Network
<b>Physician Office Services</b>		
Office Visits	Covered-\$20 Copay	Covered - 60% after deductible, must be medically necessary
Outpatient and Home Visits	Covered-100%	Covered - 60% after deductible, must be medically necessary
Office Consultations	Covered-\$20 Copay	Covered - 60% after deductible, must be medically necessary
Urgent Care Visits	Covered-\$20 Copay	Covered - 60% after deductible, must be medically necessary
<b>Emergency Medical Care</b>		
Hospital Emergency Room-approved diagnosis	Covered-\$250 copay, waived if admitted for an accidental injury or life-	Covered-\$100 copay, waived if admitted for an accidental injury or life-

	threatening condition	threatening condition
Ambulance Services - medically necessary	Covered-100%	Covered-100%
<b>Diagnostic Services</b>		
Laboratory and Pathology Tests	Covered-100%	Covered-60% after deductible
Diagnostic Tests and X-rays	Covered-100%	Covered-60% after deductible
Radiation Therapy	Covered-100%	Covered-60% after deductible
	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Maternity Services Provided by a Physician</b>		
Pre-Natal and Post-Natal Care	Covered-100%	Covered-60% after deductible Includes care provided by a Certified Nurse Midwife
Delivery and Nursery Care	Covered-100%	Covered-60% after deductible Includes care provided by a Certified Nurse Midwife
<b>Hospital Care</b>		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital	Covered-100%	Covered-60% after deductible
Services and Supplies		Unlimited days
Inpatient Consultations	Covered-100%	Covered-60% after deductible
Chemotherapy	Covered-100%	Covered-60% after deductible
<b>Alternatives to Hospital Care</b>		
Skilled Nursing Care	Covered-100%	Covered-100% after deductible Up to 120 days per calendar year
Hospice Care	Covered-100%	Covered-100% Limited to the lifetime dollar maximum which is adjusted annually by the state
Home Health Care	Covered-100%	Covered-100% Unlimited visits
<b>Surgical Services</b>		
Surgery-includes related surgical services	Covered-100%	Covered-60% after deductible
Voluntary Sterilization	Covered-100%	Covered-60% after deductible

	In-Network	Out-of-Network
<b>Human Organ Transplants</b>		
Specified Organ Transplants-in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered-100%	Covered-in designated facilities only Up to \$1 million maximum per transplant type
Bone Marrow-when coordinated through the BCBSM Human Organ transplant Program (1-800-242-3504); specific criteria applies	Covered-100%	Covered-60% after deductible
Kidney, Cornea and Skin	Covered-100%	Covered-60% after deductible
<b>Mental Health Care and Substance Abuse Treatment</b>		
Inpatient Mental Health Care and Substance Abuse Care	Covered-50% Unlimited Days	Covered-50% after deductible
Outpatient Mental Health Care		
- Facility and Clinic	Covered-50%	Covered-50%
- Physician's Office	Covered-50%	Covered-50% after deductible
Outpatient Substance Abuse Care-in approved facilities	Covered-50%	Covered-50% Up to the state-dollar amount which is adjusted annually

	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Other Services</b>		
Allergy Testing and Therapy	Covered-100%	Covered-60% after deductible
Chiropractic Spinal Manipulation	Covered-100%	Covered-60% after deductible
	Up to 24 visits per Calendar year	
Outpatient Physical, Speech and Occupational Therapy		
-Facility and Clinic	Covered-100%	Covered-100%
-Physician's Office-excludes speech and occupational therapy	Covered-100%	Covered-60% after deductible
	Up to a combined maximum of 60 visits per calendar year	
Durable Medical Equipment	Covered-100%	Covered-100%
Prosthetic and Orthotic Appliances	Covered-100%	Covered-100%
Private Duty Nursing	Covered-50%	Covered-50%
Rider PCD, Prescribed Contraceptive Devices	Adds coverage for physician-prescribed contraceptive devices such as diaphragms and IUDs.	
	NOTE: This coverage is available only with prescription drug coverage, and the contraceptive medication rider is selected	
<b>Deductible, Copays and Dollar Maximums</b>		
Deductible	None	\$250 per member, \$500 family per calendar year

	In-Network	Out-of-Network
Copays		
-Fixed Dollar Copays	\$20 for office visits and \$250 for emergency room visits	\$250 for emergency room visits
-Percent Copays	50% for mental health care, substance abuse care and private duty nursing*	40% for general services and 50% for mental health care, substance abuse care and private duty nursing* NOTE: Services without a network are covered at the in-network level.
Copay Dollar Maximums		
-Fixed Dollar Copays	None	None
-Percent Copays – excludes mental healthcare, substance abuse care and private duty nursing copays.	Not Applicable	\$1,500 per member, \$3,000 family per calendar year
Dollar Maximums	\$5 million lifetime per member for all covered services and as noted above for individual services	

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

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**In-Network****Out-of-Network**

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

**Blue Preferred Rx Prescription Drug****Coverage with Generic/Brand Name****fixed Dollar Copay Benefits-at-a-****Glance Covered Services.**

Federal Legend Drugs	Covered-100% less plan copay	Covered-75% less plan copay
State-Controlled Drugs	Covered-100% less plan copay	Covered-75% less plan copay
Needles and Syringes-dispensed with insulin	Covered-100% less plan copay for insulin	Covered-75% less plan copay for insulin
Rider PD-CM, Prescription Contraceptive Medications	Adds benefits to the Prescription Drug Plan for prescription oral or injectable contraceptive medications	

NOTE: When this rider is selected, Rider PCD must also be selected

Mail Order Prescription Drugs-Up to 90 day supply of medication by mail from Merck-Medco Rx Services	Covered-100% less plan copay	Not Covered
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	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Copays</b>		
Network Pharmacy	\$10 for each generic drug; \$30 for each brand name drug, \$60 for non-preferred	\$10 for each generic drug; \$30 for each brand name drug, \$60 for non-preferred
Non-Network Pharmacy	Not Applicable	25% sanction plus applicable copay
Mail Order Prescription Drugs (Rider MOPD)	2 times co-pay for a 90-day supply	Not Applicable

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Note: A network pharmacy is a Preferred Rx pharmacy in Michigan or a Merck-Medco Managed Care PAID Prescription (PAID) Coordinated Care Network-Level III (CCN-III) pharmacy outside Michigan. A non-network pharmacy is a pharmacy not part of the Preferred Rx or PAID CCN-III networks. See Article 11.15 for additional

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

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## EXHIBIT 1 – WAGE SCALES

MGM Grand Detroit	Contract Year															
	October 17, 2015 to October 16, 2018					17-Oct-18					17-Oct-19					
	DCC	100%	95%	90%	85%	80%	100%	95%	90%	85%	80%	100%	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	
<b>BEVERAGE</b>																
Bar Porter	\$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	
Lead Bar Porter	\$16.25	\$15.44	\$14.62	\$13.81	\$13.00	\$16.58	\$15.75	\$14.92	\$14.09	\$13.26	\$17.08	\$16.22	\$15.37	\$14.52	\$13.66	
Apprentice Bartender	\$12.42	\$11.80	\$11.18	\$10.56	\$9.94	\$12.72	\$12.08	\$11.45	\$10.81	\$10.18	\$13.17	\$12.51	\$11.85	\$11.19	\$10.54	
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	
Beverage Runner	\$15.94	\$15.15	\$14.35	\$13.55	\$12.75	\$16.26	\$15.45	\$14.63	\$13.82	\$13.01	\$16.75	\$15.91	\$15.07	\$14.24	\$13.40	
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	
Specialty Bartender	\$17.04	\$16.19	\$15.34	\$14.49	\$13.64	\$17.38	\$16.51	\$15.64	\$14.77	\$13.90	\$17.90	\$17.01	\$16.11	\$15.22	\$14.32	
Bartender - Lead	\$17.44	\$16.57	\$15.70	\$14.83	\$13.95	\$17.79	\$16.90	\$16.01	\$15.12	\$14.23	\$18.32	\$17.41	\$16.49	\$15.57	\$14.66	
Utility Porter	\$13.94	\$13.24	\$12.55	\$11.85	\$11.15	\$14.24	\$13.53	\$12.82	\$12.10	\$11.39	\$14.69	\$13.96	\$13.22	\$12.49	\$11.75	
Beverage Server	\$14.57	\$13.84	\$13.11	\$12.38	\$11.66	\$14.87	\$14.13	\$13.38	\$12.64	\$11.90	\$15.32	\$14.55	\$13.79	\$13.02	\$12.26	
Cocktail Server/Grandette	\$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	
Lounge 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	
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	
Cocktail Server Coordinator	\$13.34	\$12.67	\$12.01	\$11.34	\$10.67	\$13.64	\$12.96	\$12.28	\$11.59	\$10.91	\$14.09	\$13.39	\$12.68	\$11.98	\$11.27	
Pantheon Cocktail Server	\$13.34	\$12.67	\$12.01	\$11.34	\$10.67	\$13.64	\$12.96	\$12.28	\$11.59	\$10.91	\$14.09	\$13.39	\$12.68	\$11.98	\$11.27	
<b>CAGE</b>																
Cage Cashier	\$19.78	\$18.79	\$17.80	\$16.81	\$15.82	\$20.18	\$19.17	\$18.16	\$17.15	\$16.14	\$20.79	\$19.75	\$18.71	\$17.67	\$16.63	
Intermediate Bankers	\$22.96	\$21.81	\$20.66	\$19.52	\$18.37	\$23.42	\$22.25	\$21.08	\$19.91	\$18.74	\$24.12	\$22.91	\$21.71	\$20.50	\$19.30	

MGM - DCC	October 17, 2015 to October 16, 2018					17-Oct-18					17-Oct-19				
	100%	95%	90%	85%	80%	100%	95%	90%	85%	80%	100%	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
Main Bank Cashier	\$24.57	\$23.34	\$22.11	\$20.89	\$19.66	\$25.06	\$23.81	\$22.55	\$21.30	\$20.05	\$25.81	\$24.52	\$23.23	\$21.94	\$20.65
Soft Count - Lead	\$23.39	\$22.22	\$21.05	\$19.88	\$18.71	\$23.86	\$22.67	\$21.47	\$20.28	\$19.09	\$24.58	\$23.35	\$22.12	\$20.89	\$19.66
Soft Count	\$19.97	\$18.97	\$17.97	\$16.98	\$15.98	\$20.37	\$19.35	\$18.33	\$17.31	\$16.30	\$20.98	\$19.93	\$18.88	\$17.83	\$16.78
Hard Count Attendant	\$19.97	\$18.97	\$17.97	\$16.98	\$15.98	\$20.37	\$19.35	\$18.33	\$17.31	\$16.30	\$20.98	\$19.93	\$18.88	\$17.83	\$16.78
Hard Count Clerk	\$15.94	\$15.15	\$14.35	\$13.55	\$12.75	\$16.26	\$15.45	\$14.63	\$13.82	\$13.01	\$16.75	\$15.91	\$15.07	\$14.24	\$13.40
Hard Count - Lead	\$23.39	\$22.22	\$21.05	\$19.88	\$18.71	\$23.86	\$22.67	\$21.47	\$20.28	\$19.09	\$24.58	\$23.35	\$22.12	\$20.89	\$19.66
Imprest Lead	\$23.39	\$22.22	\$21.05	\$19.88	\$18.71	\$23.86	\$22.67	\$21.47	\$20.28	\$19.09	\$24.58	\$23.35	\$22.12	\$20.89	\$19.66
Imprest-Money Runner	\$19.97	\$18.97	\$17.97	\$16.98	\$15.98	\$20.37	\$19.35	\$18.33	\$17.31	\$16.30	\$20.98	\$19.93	\$18.88	\$17.83	\$16.78
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 Clerk - Lead	\$19.00	\$18.05	\$17.10	\$16.15	\$15.20	\$19.38	\$18.41	\$17.44	\$16.47	\$15.50	\$19.96	\$18.96	\$17.97	\$16.97	\$15.97
Staff Count Team	\$19.97	\$18.97	\$17.97	\$16.98	\$15.98	\$20.37	\$19.35	\$18.33	\$17.31	\$16.30	\$20.98	\$19.93	\$18.88	\$17.83	\$16.78
<b>CLERICAL</b>															
Data Entry Clerk	\$19.92	\$18.92	\$17.93	\$16.93	\$15.94	\$20.32	\$19.30	\$18.29	\$17.27	\$16.26	\$20.93	\$19.88	\$18.84	\$17.79	\$16.74
Mail Room Clerk	\$16.47	\$15.65	\$14.83	\$14.00	\$13.18	\$16.80	\$15.96	\$15.12	\$14.28	\$13.44	\$17.30	\$16.44	\$15.57	\$14.71	\$13.84
Motorcoach Reservationist	\$19.95	\$18.95	\$17.96	\$16.96	\$15.96	\$20.35	\$19.33	\$18.32	\$17.30	\$16.28	\$20.96	\$19.91	\$18.86	\$17.82	\$16.77
<b>ENGINEERING/CARPENTRY/MAINTENANCE</b>															
Carpenter/Painter I	\$26.57	\$25.24	\$23.91	\$22.59	\$21.26	\$27.10	\$25.75	\$24.39	\$23.04	\$21.68	\$27.91	\$26.52	\$25.12	\$23.73	\$22.33
Carpenter/Painter II	\$29.56	\$28.08	\$26.60	\$25.13	\$23.65	\$30.16	\$28.65	\$27.14	\$25.64	\$24.13	\$31.06	\$29.51	\$27.96	\$26.41	\$24.85
Carpenter/Painter 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
Carpenter/Painter - Lead	\$33.30	\$31.64	\$29.97	\$28.31	\$26.64	\$33.97	\$32.27	\$30.57	\$28.87	\$27.18	\$34.99	\$33.24	\$31.49	\$29.74	\$27.99
Maintenance Trainee I	\$18.60	-	-	-	-	\$18.99	-	-	-	-	\$19.56	-	-	-	-
Maintenance Trainee II	\$21.27	-	-	-	-	\$21.70	-	-	-	-	\$22.35	-	-	-	-
Maintenance Trainee III	\$22.59	-	-	-	-	\$23.04	-	-	-	-	\$23.73	-	-	-	-
Maintenance Trainee IV	\$23.92	-	-	-	-	\$24.40	-	-	-	-	\$25.13	-	-	-	-

MGM - DCC	October 17, 2015 to October 16, 2018					17-Oct-18					17-Oct-19				
	100%	95%	90%	85%	80%	100%	95%	90%	85%	80%	100%	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
Engineer/Carpenter/ Painter I	\$26.57	\$25.24	\$23.91	\$22.59	\$21.26	\$27.10	\$25.75	\$24.39	\$23.04	\$21.68	\$27.91	\$26.52	\$25.12	\$23.73	\$22.33
Engineer/Carpenter/ Painter II	\$29.56	\$28.08	\$26.60	\$25.13	\$23.65	\$30.16	\$28.65	\$27.14	\$25.64	\$24.13	\$31.06	\$29.51	\$27.96	\$26.41	\$24.85
Engineer/Carpenter/ Painter 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
Engineer/Carpenter/ Painter IV	\$35.58	\$33.80	\$32.02	\$30.24	\$28.46	\$36.29	\$34.48	\$32.66	\$30.85	\$29.03	\$37.38	\$35.51	\$33.64	\$31.77	\$29.90
Engineer/Carpenter Painter - Lead	\$33.30	\$31.64	\$29.97	\$28.31	\$26.64	\$33.97	\$32.27	\$30.57	\$28.87	\$27.18	\$34.99	\$33.24	\$31.49	\$29.74	\$27.99
Cage & Count Room Technician	\$28.29	\$26.88	\$25.47	\$24.05	\$22.64	\$28.86	\$27.42	\$25.97	\$24.53	\$23.09	\$29.73	\$28.24	\$26.75	\$25.27	\$23.78
Gardener	\$17.39	\$16.52	\$15.65	\$14.78	\$13.91	\$17.74	\$16.85	\$15.97	\$15.08	\$14.19	\$18.27	\$17.36	\$16.44	\$15.53	\$14.62
AV Technician II	\$28.22	\$26.81	\$25.40	\$23.99	\$22.58	\$28.78	\$27.34	\$25.90	\$24.46	\$23.02	\$29.64	\$28.16	\$26.68	\$25.19	\$23.71
AV Technician 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
<b>EVS/FACILITY CLEANERS/STEWARDS</b>															
EVS Heavy Cleaner/Specialist	\$17.39	\$16.52	\$15.65	\$14.78	\$13.91	\$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
Porter - Lead	\$19.00	\$18.05	\$17.10	\$16.15	\$15.20	\$19.38	\$18.41	\$17.44	\$16.47	\$15.50	\$19.96	\$18.96	\$17.97	\$16.97	\$15.97
Recycling Material Handler	\$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	\$13.10
Steward Heavy Cleaner/ Specialist	\$16.24	\$15.43	\$14.61	\$13.80	\$12.99	\$16.56	\$15.73	\$14.90	\$14.08	\$13.25	\$17.06	\$16.21	\$15.35	\$14.50	\$13.65
Lead Steward	\$16.92	\$16.08	\$15.23	\$14.38	\$13.54	\$17.26	\$16.40	\$15.53	\$14.67	\$13.81	\$17.78	\$16.89	\$16.00	\$15.11	\$14.22
Stewarding Utility Person	\$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	\$13.10
<b>FOOD</b>															
Employee Dining Busser	\$15.23	\$14.47	\$13.71	\$12.95	\$12.18	\$15.54	\$14.77	\$13.99	\$13.21	\$12.44	\$16.01	\$15.21	\$14.41	\$13.61	\$12.81

MGM - DCC	October 17, 2015 to October 16, 2018					17-Oct-18					17-Oct-19				
	100%	95%	90%	85%	80%	100%	95%	90%	85%	80%	100%	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
Employee Dining Busser - Lead	\$15.81	\$15.02	\$14.23	\$13.44	\$12.65	\$16.13	\$15.32	\$14.51	\$13.71	\$12.90	\$16.61	\$15.78	\$14.95	\$14.12	\$13.29
Busser	\$13.34	\$12.67	\$12.01	\$11.34	\$10.67	\$13.64	\$12.96	\$12.28	\$11.59	\$10.91	\$14.09	\$13.39	\$12.68	\$11.98	\$11.27
Busser Palette Dining Studio	\$13.34	\$12.67	\$12.01	\$11.34	\$10.67	\$13.64	\$12.96	\$12.28	\$11.59	\$10.91	\$14.09	\$13.39	\$12.68	\$11.98	\$11.27
Food Runner (FOH/Restaurant)	\$13.34	\$12.67	\$12.01	\$11.34	\$10.67	\$13.64	\$12.96	\$12.28	\$11.59	\$10.91	\$14.09	\$13.39	\$12.68	\$11.98	\$11.27
Server II	\$10.59	\$10.06	\$9.53	\$9.00	\$8.47	\$10.89	\$10.35	\$9.80	\$9.26	\$8.71	\$11.34	\$10.77	\$10.21	\$9.64	\$9.07
Server I	\$9.94	\$9.44	\$8.95	\$8.45	\$7.95	\$10.24	\$9.73	\$9.22	\$8.70	\$8.19	\$10.69	\$10.16	\$9.62	\$9.09	\$8.55
Server VIP	\$17.44	\$16.57	\$15.70	\$14.83	\$13.95	\$17.79	\$16.90	\$16.01	\$15.12	\$14.23	\$18.32	\$17.40	\$16.49	\$15.57	\$14.66
Server III	\$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
Room Service Server	\$10.59	\$10.06	\$9.53	\$9.00	\$8.47	\$10.89	\$10.35	\$9.80	\$9.26	\$8.71	\$11.34	\$10.77	\$10.21	\$9.64	\$9.07
Banquet Server	\$10.59	\$10.06	\$9.53	\$9.00	\$8.47	\$10.89	\$10.35	\$9.80	\$9.26	\$8.71	\$11.34	\$10.77	\$10.21	\$9.64	\$9.07
Server Lead	\$10.59	\$10.06	\$9.53	\$9.00	\$8.47	\$10.89	\$10.35	\$9.80	\$9.26	\$8.71	\$11.34	\$10.77	\$10.21	\$9.64	\$9.07
Host (ess)	\$15.23	\$14.47	\$13.71	\$12.95	\$12.18	\$15.54	\$14.77	\$13.99	\$13.21	\$12.44	\$16.01	\$15.21	\$14.41	\$13.61	\$12.81
Lead Host (ess)	\$16.25	\$15.44	\$14.62	\$13.81	\$13.00	\$16.58	\$15.75	\$14.92	\$14.09	\$13.26	\$17.08	\$16.22	\$15.37	\$14.52	\$13.66
Tablesides Cook/Server	\$16.47	\$15.65	\$14.83	\$14.00	\$13.18	\$16.80	\$15.96	\$15.12	\$14.28	\$13.44	\$17.30	\$16.44	\$15.57	\$14.71	\$13.84
Cook III	\$20.62	\$19.59	\$18.56	\$17.53	\$16.50	\$21.03	\$19.98	\$18.93	\$17.88	\$16.82	\$21.66	\$20.58	\$19.49	\$18.41	\$17.33
Wok Cook	\$19.10	\$18.15	\$17.19	\$16.24	\$15.28	\$19.48	\$18.51	\$17.53	\$16.56	\$15.58	\$20.06	\$19.06	\$18.05	\$17.05	\$16.05
Wok Cook - Lead	\$21.98	\$20.88	\$19.78	\$18.68	\$17.58	\$22.42	\$21.30	\$20.18	\$19.06	\$17.94	\$23.09	\$21.94	\$20.78	\$19.63	\$18.47
Sushi Cook	\$21.98	\$20.88	\$19.78	\$18.68	\$17.58	\$22.42	\$21.30	\$20.18	\$19.06	\$17.94	\$23.09	\$21.94	\$20.78	\$19.63	\$18.47
Cook I	\$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
Cook II	\$19.79	\$18.80	\$17.81	\$16.82	\$15.83	\$20.19	\$19.18	\$18.17	\$17.16	\$16.15	\$20.80	\$19.76	\$18.72	\$17.68	\$16.64
Pastry Cook	\$19.79	\$18.80	\$17.81	\$16.82	\$15.83	\$20.19	\$19.18	\$18.17	\$17.16	\$16.15	\$20.80	\$19.76	\$18.72	\$17.68	\$16.64
Cashier/Counterperson	\$19.78	\$18.79	\$17.80	\$16.81	\$15.82	\$20.18	\$19.17	\$18.16	\$17.15	\$16.14	\$20.79	\$19.75	\$18.71	\$17.67	\$16.63

MGM - DCC	October 17, 2015 to October 16, 2018					17-Oct-18					17-Oct-19				
	100%	95%	90%	85%	80%	100%	95%	90%	85%	80%	100%	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
Retail-Cashier	\$19.78	\$18.79	\$17.80	\$16.81	\$15.82	\$20.18	\$19.17	\$18.16	\$17.15	\$16.14	\$20.79	\$19.75	\$18.71	\$17.67	\$16.63
Culinary Utility	\$15.94	\$15.15	\$14.35	\$13.55	\$12.75	\$16.26	\$15.45	\$14.63	\$13.82	\$13.01	\$16.75	\$15.91	\$15.07	\$14.24	\$13.40
Pastry Utility	\$16.66	\$15.82	\$14.99	\$14.16	\$13.33	\$16.99	\$16.14	\$15.29	\$14.44	\$13.59	\$17.50	\$16.63	\$15.75	\$14.88	\$14.00
Butcher	\$28.28	\$26.87	\$25.46	\$24.04	\$22.63	\$28.85	\$27.41	\$25.97	\$24.52	\$23.08	\$29.72	\$28.23	\$26.74	\$25.26	\$23.77
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
Food Cart Attendant	\$17.86	\$16.97	\$16.07	\$15.18	\$14.29	\$18.22	\$17.31	\$16.40	\$15.49	\$14.58	\$18.77	\$17.83	\$16.89	\$15.95	\$15.01
Host (ess) / Cashier	\$19.78	\$18.79	\$17.80	\$16.81	\$15.82	\$20.18	\$19.17	\$18.16	\$17.15	\$16.14	\$20.79	\$19.75	\$18.71	\$17.67	\$16.63
Wine Steward	\$15.95	\$15.16	\$14.36	\$13.56	\$12.76	\$16.27	\$15.46	\$14.64	\$13.83	\$13.02	\$16.76	\$15.92	\$15.08	\$14.24	\$13.41
Convention Services Houseperson	\$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
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
<b>HOTEL</b>															
Front Services Attendant	\$11.20	\$10.64	\$10.08	\$9.52	\$8.96	\$11.51	\$10.93	\$10.36	\$9.78	\$9.21	\$11.96	\$11.36	\$10.76	\$10.17	\$9.57
Front Services Attendant - Lead	\$14.57	\$13.84	\$13.11	\$12.38	\$11.66	\$14.87	\$14.13	\$13.38	\$12.64	\$11.90	\$15.32	\$14.55	\$13.79	\$13.02	\$12.26
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
Housekeeping Houseperson/Linen Sorter/Linen Runner/Utility Porter	\$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
Front Desk Representative	\$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
Front Desk Representative - Lead	\$19.42	\$18.45	\$17.48	\$16.51	\$15.54	\$19.81	\$18.82	\$17.83	\$16.84	\$15.85	\$20.40	\$19.38	\$18.36	\$17.34	\$16.32
<b>MARKETING</b>															
Representative	\$18.60	\$17.67	\$16.74	\$15.81	\$14.88	\$18.97	\$18.02	\$17.07	\$16.12	\$15.18	\$19.54	\$18.56	\$17.59	\$16.61	\$15.63

MGM - DCC	October 17, 2015 to October 16, 2018					17-Oct-18					17-Oct-19				
	100%	95%	90%	85%	80%	100%	95%	90%	85%	80%	100%	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
<b>VIP SERVICES</b>															
VIP Specialist	\$19.16	\$18.20	\$17.24	\$16.29	\$15.33	\$19.54	\$18.56	\$17.59	\$16.61	\$15.63	\$20.13	\$19.12	\$18.12	\$17.11	\$16.10
<b>SPA</b>															
Spa Attendant	\$12.55	\$11.92	\$11.30	\$10.67	\$10.04	\$12.85	\$12.21	\$11.57	\$10.92	\$10.28	\$13.30	\$12.64	\$11.97	\$11.31	\$10.64
Spa Attendant - Lead	\$14.03	\$13.33	\$12.63	\$11.93	\$11.22	\$14.33	\$13.61	\$12.90	\$12.18	\$11.46	\$14.78	\$14.04	\$13.30	\$12.56	\$11.82
Spa Receptionist	\$14.04	\$13.34	\$12.64	\$11.93	\$11.23	\$14.34	\$13.62	\$12.91	\$12.19	\$11.47	\$14.79	\$14.05	\$13.31	\$12.57	\$11.83
<b>WAREHOUSE</b>															
Doorperson	\$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
Inventory Control Clerk	\$17.67	\$16.78	\$15.90	\$15.02	\$14.13	\$18.02	\$17.12	\$16.22	\$15.32	\$14.42	\$18.56	\$17.63	\$16.70	\$15.78	\$14.85
Retail Inventory Control Clerk	\$21.31	\$20.24	\$19.18	\$18.11	\$17.05	\$21.75	\$20.66	\$19.58	\$18.49	\$17.40	\$22.40	\$21.28	\$20.16	\$19.04	\$17.92
Receiving Attendant	\$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
Receiver (F&B)	\$16.72	\$15.88	\$15.05	\$14.21	\$13.37	\$17.05	\$16.20	\$15.34	\$14.49	\$13.64	\$17.56	\$16.68	\$15.81	\$14.93	\$14.05
Coat Check Attendant (Tipped/Seasonal)	\$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
Coat Check Attendant (Non-Tipped/Seasonal)	\$13.69	\$13.01	\$12.32	\$11.64	\$10.95	\$13.99	\$13.29	\$12.59	\$11.89	\$11.19	\$14.44	\$13.72	\$13.00	\$12.27	\$11.55
Warehouse Attendant	\$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
Motorcoach Greeter	\$19.92	\$18.92	\$17.93	\$16.93	\$15.94	\$20.32	\$19.30	\$18.29	\$17.27	\$16.26	\$20.93	\$19.88	\$18.84	\$17.79	\$16.74
Lead Receiving Attendant	\$18.26	\$17.35	\$16.43	\$15.52	\$14.61	\$18.63	\$17.70	\$16.77	\$15.84	\$14.90	\$19.19	\$18.23	\$17.27	\$16.31	\$15.35
<b>PBX</b>															
Communications Operator	\$15.94	\$15.15	\$14.35	\$13.55	\$12.75	\$16.26	\$15.45	\$14.63	\$13.82	\$13.01	\$16.75	\$15.91	\$15.07	\$14.24	\$13.40
Communications Operator - Lead	\$17.17	\$16.31	\$15.45	\$14.59	\$13.73	\$17.51	\$16.63	\$15.76	\$14.88	\$14.01	\$18.04	\$17.14	\$16.23	\$15.33	\$14.43

MGM - DCC	October 17, 2015 to October 16, 2018					17-Oct-18					17-Oct-19				
	100%	95%	90%	85%	80%	100%	95%	90%	85%	80%	100%	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
<b>SLOTS</b>															
Slot Tech I Trainee I	\$19.29	-	-	-	-	\$19.68	-	-	-	-	\$20.27	-	-	-	-
Slot Tech I Trainee II	\$20.57	-	-	-	-	\$20.98	-	-	-	-	\$21.61	-	-	-	-
Slot Tech I Trainee III	\$21.84	-	-	-	-	\$22.29	-	-	-	-	\$22.96	-	-	-	-
Slot Tech I Trainee IV	\$23.14	-	-	-	-	\$23.60	-	-	-	-	\$24.31	-	-	-	-
Slot Tech 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 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 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
Electronic Technician	\$33.98	\$32.28	\$30.58	\$28.88	\$27.18	\$34.67	\$32.94	\$31.20	\$29.47	\$27.74	\$35.71	\$33.92	\$32.14	\$30.35	\$28.57
Slot Tech Lead	\$33.30	\$31.64	\$29.97	\$28.31	\$26.64	\$33.97	\$32.27	\$30.57	\$28.87	\$27.18	\$34.99	\$33.24	\$31.49	\$29.74	\$27.99
Slot Floorperson	\$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
Slot Floorperson - Lead	\$19.47	\$18.50	\$17.52	\$16.55	\$15.58	\$19.86	\$18.87	\$17.87	\$16.88	\$15.89	\$20.46	\$19.43	\$18.41	\$17.39	\$16.36
Slot Change Attendant	\$17.67	\$16.78	\$15.90	\$15.02	\$14.13	\$18.02	\$17.12	\$16.22	\$15.32	\$14.42	\$18.56	\$17.63	\$16.70	\$15.78	\$14.85
<b>TABLE GAMES</b>															
Dealer Trainee	\$8.61	-	-	-	-	\$8.91	-	-	-	-	\$9.36	-	-	-	-
Dealer I	\$10.89	\$10.35	\$9.80	\$9.26	\$8.71	\$11.19	\$10.63	\$10.07	\$9.51	\$8.95	\$11.64	\$11.06	\$10.48	\$9.89	\$9.31
Dealer 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 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
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 Technician	\$29.43	\$27.96	\$26.48	\$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 - Lead	\$32.31	\$30.70	\$29.08	\$27.47	\$25.85	\$32.96	\$31.31	\$29.66	\$28.02	\$26.37	\$33.95	\$32.25	\$30.55	\$28.86	\$27.16



MGM - DCC	October 17, 2015 to October 16, 2018					17-Oct-18					17-Oct-19				
	100%	95%	90%	85%	80%	100%	95%	90%	85%	80%	100%	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
<b>UNIFORMS</b>															
Uniform Clerk/Seamer	\$16.95	\$16.10	\$15.26	\$14.41	\$13.56	\$17.29	\$16.43	\$15.56	\$14.70	\$13.83	\$17.81	\$16.92	\$16.03	\$15.14	\$14.25
Lead Processor/Seamer	\$17.67	\$16.78	\$15.90	\$15.02	\$14.13	\$18.02	\$17.12	\$16.22	\$15.32	\$14.42	\$18.56	\$17.63	\$16.70	\$15.78	\$14.85
Uniform Control Clerk	\$15.94	\$15.15	\$14.35	\$13.55	\$12.75	\$16.26	\$15.45	\$14.63	\$13.82	\$13.01	\$16.75	\$15.91	\$15.07	\$14.24	\$13.40
Uniform Control Clerk - Lead	\$17.07	\$16.22	\$15.37	\$14.51	\$13.66	\$17.42	\$16.55	\$15.68	\$14.81	\$13.94	\$17.94	\$17.05	\$16.15	\$15.25	\$14.35
Seamstress	\$16.64	\$15.80	\$14.97	\$14.14	\$13.31	\$16.97	\$16.12	\$15.27	\$14.42	\$13.58	\$17.48	\$16.61	\$15.73	\$14.86	\$13.98
<b>VALET</b>															
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 Utility	\$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 II	\$19.26	\$18.29	\$17.33	\$16.37	\$15.41	\$19.65	\$18.67	\$17.69	\$16.70	\$15.72	\$20.24	\$19.23	\$18.22	\$17.20	\$16.19
Valet Attendant - Lead I	\$14.57	\$13.84	\$13.11	\$12.38	\$11.66	\$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
Shuttle Bus 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

## EXHIBIT 2 - UAW DUES CHECK-OFF CARD

A-57-58 Rev. 5/2007



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

Name \_\_\_\_\_ Date \_\_\_\_\_  
 Local # \_\_\_\_\_ Unit # \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Tel # \_\_\_\_\_ Dept \_\_\_\_\_ SSN/Eo # \_\_\_\_\_

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

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

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



Applicant's Signature \_\_\_\_\_

Witness \_\_\_\_\_

### AUTHORIZATION FOR CHECK-OFF OF DUES



TO THE \_\_\_\_\_ COMPANY Date \_\_\_\_\_

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

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

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

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

Type or print name of Employee here \_\_\_\_\_

Signature of Employee here \_\_\_\_\_

Address of Employee \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of Signature \_\_\_\_\_ Employee Check Number \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

Date of Delivery to Employer \_\_\_\_\_

A-57-58 Rev. 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 sooner, 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 Code

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____ Today's Date	_____ Name (Please Print)
_____ Current Employer	_____ Signature
_____ Social Security Number	

IVORY: Union

YELLOW: Employer



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



**For Membership in Local Union No. \_\_\_\_\_  
Affiliated with the International Brotherhood of Teamsters**

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

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

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

PRINT \_\_\_\_\_ Occupation \_\_\_\_\_  
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

Street \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Employer \_\_\_\_\_ Employment Date \_\_\_\_\_

Street \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Initiation Fee \$ \_\_\_\_\_ Paid to \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security No. \_\_\_\_\_

Have you ever been a member of a Teamster Local Union? \_\_\_\_\_

If yes, what Local Union No. \_\_\_\_\_

DATE OF APPLICATION \_\_\_\_\_ SIGNATURE OF APPLICANT \_\_\_\_\_

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



**CHECKOFF AUTHORIZATION  
AND ASSIGNMENT**

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

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

Signature \_\_\_\_\_

Social Security Number \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Employer \_\_\_\_\_

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

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

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

**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 and 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 #: \_\_\_\_\_

**APPLICATION FOR MEMBERSHIP  
INTERNATIONAL UNION 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 daily rate of pay and number of days per 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 MGM RESORTS INTERNATIONAL (hereinafter called the "Corporation") 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 Corporation 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 Corporation, or to refrain from such activity.

The Corporation will take a neutral approach to unionization of Employees employed in classifications listed in Exhibit I of this Agreement. The Corporation will inform such Employees that it has no objection to their selection of a collective bargaining agent. The Corporation will not take any action nor make any statement that will directly or indirectly state or imply to such Employees any opposition by the Corporation 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 Corporation in an effort to obtain authorization cards.

Within ten (10) days following receipt of a written request from the Council, the Corporation 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 Corporation 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 hotel, restaurant and/or casino industry in Detroit, Michigan. A disinterested, neutral party mutually satisfactory to the Employer 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 Corporation's new operation constitutes a stand-alone casino, the Corporation 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 MGM Grand Detroit Casino together with any amendments agreed to by the parties. If, however, the Corporation's new operation is not a stand-alone casino, but a hotel or restaurant facility the Corporation will recognize the Council's appropriate member Union(s) as such representative(s) of the Corporation's Employees at the new operation. The Collective Bargaining Agreement between the Council and the MGM Grand Detroit Casino will not be automatically extended.

The Corporation 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 17, 2020, shall be inapplicable to any enterprise of the Corporation outside of Detroit, Michigan.

The parties agree that any disputes over the interpretation or application of this Section shall be submitted to arbitration, with James Statham, or any other mutually acceptable person, as the arbitrator. The arbitrator shall have the authority to determine the arbitration procedures to be followed. The arbitrator shall also have the authority to order the 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 of 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 **17th day of October, 2015**, in Wayne County, State of Michigan.

**FOR THE COMPANY**

**FOR THE COUNCIL**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**LETTER OF UNDERSTANDING #1 –  
ARTICLE 22 – DISCIPLINE**

During negotiations in 2007, 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 official personnel file maintained by the Human Resources Department.

The Employer also agrees that information related to discipline contained in personnel files may only be used for disciplinary purposes for one year following the date of issuance.

Further, the Employer agrees that when it relies on surveillance tapes to support its decision to discipline or discharge an Employee, the Employer will allow a non-employee DCC International representative, or specifically designated employee representative(s), to view the relevant surveillance tape.



**LETTER OF UNDERSTANDING #2 –  
TIME AND ATTENDANCE COMMITTEE**

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

**LETTER OF UNDERSTANDING #3 –  
REGARDING VEHICLE SAFETY**

During collective bargaining, the parties agreed that Valet Attendants will not enter a vehicle or attempt to operate a vehicle when there appears to be a situation or risk present that might jeopardize the health, safety or well-being of Employees, or when vehicle operation may result in damage to MGM Grand Detroit property or the property of others. Valet Attendants shall consult a supervisor in the event of such occurrences.

**SIDE LETTER #1 –  
FACILITIES DEPARTMENT MAINTENANCE TRAINEES  
AND ENGINEERS**

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

A. Maintenance Trainee. Maintenance Trainees are required, at a minimum, to possess a High School diploma or GED, and mechanical aptitude. The Employer will provide additional on-the-job training to Maintenance Trainees. Maintenance Trainees will undergo a six (6) month joint labor/management evaluation. A Maintenance Trainee shall be included in one of the following Trainee classifications of Level I, Level II, Level III and Level IV in accordance with the qualifications set forth in paragraphs 1-4 below:

1. Maintenance Trainee Level I. A Maintenance Trainee shall be included in the Trainee Level I classification upon being hired in accordance with the minimal experience required above.

2. Maintenance Trainee Level II. A Maintenance Trainee shall be included in the Trainee Level I Classification based upon the following qualifications:

- Completion of eight (8) hours of classroom training in an approved building maintenance-related field.
- Completion of eighty (80) hours of hands on experience with a Level II Engineer or better. A sign off sheet is required.
- Passage of a test, created jointly by the Employer and the Union, with a 90% passage level required to move on to the next Maintenance Trainee Level. The test will be administered in a verbal question and answer format.
- Familiarity with building structures, including stairwells, pump rooms and knowledge of emergency procedures.
- Completion of 1040 hours of paid time as a Maintenance Trainee Level I, which includes hours worked, vacation time, holiday time, and sick time.

3. Maintenance Trainee Level III. A Maintenance Trainee shall be included in the Trainee Level III classification based upon the following qualifications:

- Completion of sixteen (16) hours of classroom training in an approved building maintenance-related field.

- Completion of an additional 120 hours of hands on experience with a Level II Engineer or better. A sign-off sheet is required.
- Selection of a specific field or trade to work in required.
- Familiarity with safety equipment and procedures, including passage of a verbal question and answer examination.
- Completion of 1040 hours of paid time as a Maintenance Trainee Level II, which includes hours worked, vacation time, holiday time, and sick time.

4. Maintenance Trainee Level IV. A Maintenance Trainee shall be included in the Trainee Level IV classification based upon the following qualifications:

- Completion of thirty-two (32) hours of classroom training in an approved building maintenance-related field.
- Completion of 160 hours of hands on experience with a Level III Engineer or better. A sign-off sheet is required.
- Passage of a verbal question and answer examination regarding basic tasks and knowledge related to the field or trade selected as a Level III Trainee.
- Completion of 1040 hours of paid time as a Maintenance Trainee Level III, which includes hours worked, vacation time, holiday time, and sick time.

B. Engineers. Engineers are required to have a minimum of two (2) years' experience in building maintenance in the hospitality or service industry or two (2) years building maintenance skills that are transferable to the hospitality or service industry. Engineers shall be included in one of the following classifications of Engineer I, II, or III in accordance with the qualifications set forth in paragraphs 1-4 below:

1. Engineer I. An Engineer shall be included in the Engineer I classification based upon the following additional qualifications:

- Trade related certification or license where mandated by trade regulatory requirements.

2. Engineer II. An Engineer shall be included in the Engineer Level II classification based upon the following additional qualifications:

a. Engineer II – Engineer.

- Minimum of 3-5 years building maintenance experience in the hospitality or service industry or 3-5 years building maintenance skills that are transferable to the hospitality or service industry.
- Trade related certification or license where mandated by trade regulatory requirements. Five (5) years of trade experience may be an acceptable alternative for license requirements.
- 2-5 years' experience in K & R.
- CFC Type II or better qualification.
- HVAC 3rd Class Refrigeration license.
- Passage of electrical courses

b. Engineer II – Carpenter.

- Minimum of 3-5 years building maintenance experience in the hospitality or service industry or 3-5 years building maintenance skills that are transferable to the hospitality or service industry.
- Experience in relevant phases of carpentry.
- Trade related certification or license as mandated by trade regulatory requirements in place.

c. Engineer II – Painter.

- Minimum of 3-5 years building maintenance experience in the hospitality or service industry or 3-5 years building maintenance skills that are transferable to the hospitality or service industry.
- Experience in relevant phases of painting.
- Trade related certification or license where mandated by trade regulatory requirements.

d. Engineer II – Pit Technician.

- Minimum of 3-5 years building maintenance experience in the hospitality or service industry or 3-5 years building maintenance skills that are transferable to the hospitality or service industry.
- Experience in relevant phases of pit technician work.
- Trade related certification or license where mandated by trade regulatory requirements.

3. Engineer III – Journeymen. Journeymen Engineers are required to have a minimum of eight (8) years building maintenance experience in the hospitality or service industry or eight (8) years building maintenance skills that are transferable to the hospitality or service industry. Engineers shall be included in the Engineer III – Journeymen classification based upon the following additional qualifications:

a. Engineer III – Engineer.

- Trade related certification or license where mandated by trade regulatory requirements. Eight (8) years of experience may be an acceptable alternative for the license requirement,
- Eight (8) years K & R experience
- Type III or Universal CFC license along with a First Class Refrigeration license or unlimited refrigeration Journeyman License
- Electrician, millwrights, plumber, locksmith, or journeymen experience.
- Completion of 1000 hours of accredited schooling.

b. Engineer III – Carpenter.

- Experience in advanced phases of carpentry.
- Trade related certification or license where mandated by trade regulatory requirements.
- Completion of an accredited apprenticeship program in carpentry. Eight (8) years of experience may be an acceptable alternative for the apprenticeship requirement.

c. Engineer III – Painter.

- Experience in advanced phases of painting.
- Trade related certification or license where mandated by trade regulatory requirements.
- Completion of an accredited apprenticeship program in painting. Eight (8) years' experience may be an acceptable alternative for the apprenticeship requirement.

d. Engineer III – Pit Technician.

- Experience in advanced phases of Pit Technician work.
- Trade related certification or license where mandated by trade regulatory requirements.
- Completion of an accredited apprenticeship program in electronics. Eight (8) years' experience may be an acceptable alternative for the apprenticeship requirement.

C. A labor/management Joint Training Committee shall be created to discuss the development of training classes and apprenticeship programs and the establishment of appropriate criteria.

D. Pager pay of fifty cents (\$.50) per hour will be paid to those required to carry pagers.

E. 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.

F. For purposes of layoff and recall, Employees shall be laid off beginning with the lowest **seniority based on department seniority** and the ability to do the remaining work.

G. The parties agree that members covered by this Facilities Department Side Letter will receive a one-time tool allowance of \$275.00 after ninety (90) days of employment, and, in addition, in each subsequent year, the Employee will be reimbursed up to **\$75.00** per year for tool replacement with the appropriate receipts.

**H. Shift bids shall be filled in order of department seniority. In a case where a specific necessary trade is missing from a shift, the parties will meet to discuss an equitable way of balancing the shifts.**

## **SIDE LETTER #2 – SLOT TECHNICIAN**

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

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

Slot Technician Trainee Advancement. In order for a Slot Technician Trainee to advance to the next Trainee Level or Technician Level, the Employee 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 reevaluated 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 MGM Grand Detroit job classification, the (i) if the Trainee's classification seniority level is greater than the seniority level of the least senior individual who holds a position that prior job classification when the Trainee fails the evaluation, the Employer shall, in lieu of termination, transfer the Trainee back to that job classification, thereby displacing the individual with lower seniority (who will then be laid off but may apply for any vacant MGM Grand Detroit 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 MGM Grand Detroit job position for which he/she is qualified.

1. Slot Technician Trainee – Level I. A Slot Technician Trainee having the minimum qualifications set forth in subparagraph "A" above shall be designated as a Slot Technician Trainee – Level I.

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

- Completion of either eight (8) hours of classroom training or a 3-credit hour college level course, approved by the Employer, in an electronics-related field;
- Completion of six (6) months of paid work time as a Slot Technician Trainee - Level I, and



- Passage of a test consisting of practical, written and verbal components and created jointly by the Company and the Union, with a score of at least 90%.

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

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

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

- Completion (on the Trainee’s own time and at his/her own expense, subject to Article 18 regarding tuition reimbursement) of either an additional eight (8) hours of classroom training or a 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 Slot Technician Trainee Level III.

B. Slot Technician. There are four levels of Slot Technicians, inclusive of Senior Lead. A Slot Technician shall be designated as a Level I, II, or III based upon his/her qualifications and experience as set forth below. The Employer, in its sole discretion, may, when a vacancy exists, promote a Slot Technician – Level III to the position of Slot Technician – Senior Lead.

1. Slot Technician – Level 1. A Slot Technician having the following qualifications and experience shall be designated as a Slot Technician – Level I:

- Completion of a minimum of one (1) year of experience as a casino Slot Technician (or equivalent position), plus electronics experience and training and/or certifications as mandated by the Employer, plus successful completion of an evaluation by the Employer, or

- Completion of six (6) months of paid work time as a Slot Technician Trainee Level IV.
2. Slot Technician – Level II. A Slot Technician having the following qualifications and experience shall be designated as a Slot Technician – Level II.

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

3. Slot Technician – Level III (Journeyman). A Slot Technician having the following qualifications and experience shall be designated as a Slot Technician – Level III, if a vacancy exists, in the Employer’s sole discretion, except that the Employer hereby agrees to create not less than **fourteen (14)** Slot Technician – Level III positions:

- 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, plus successful completion of an evaluation by the Employer.

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

- Completion of a minimum of three (3) years 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 II, and followed

by completion of six (6) months of paid work time as a Slot Technician – Level III.

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

B. Electronic Technician. A Bargaining unit employee 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. First consideration shall be given to qualified employees within the Slot Technician classifications, prior to giving consideration to other employees within the company. However, the Employer may seek outside candidates, if the required qualifications are not met within the company.

C. The parties agree that Slot Technicians will receive a one-time tool allowance of \$100. Additionally, in each subsequent year, Slot Technicians will be reimbursed up to \$25 per year for tool replacements following submission of the appropriate receipts.

**SIDE LETTER #3 –  
CLASSIFICATION NAMES, SKILLS EXPERIENTIAL REQUIREMENTS  
AND PAY RATES FOR DCC DEALERS**

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

2. Dealer Classifications. To meet the procedural and operational needs of the Company, Dealers must achieve a minimum number of hours of live dealing experience (“experiential requirements”) and satisfy the required level of proficiency for the applicable Game Type (proficiency requirements). Upon achieving the required proficiency level and experiential requirements (**excludes time on leaves of absence of five (5) days or more**) for the applicable Game Type, a Dealer will qualify for an increased rate of pay based on factors set forth in the chart below:

<b>Classification</b>	<b>Game types</b>	<b>Proficiency Requirements</b>	<b>Experiential Requirements</b>
Dealer Trainee	Any initial single Game Type	Successfully Completed approved training course	Less than <b>1 year</b> of dealing experience in the applicable Game Type
Dealer I	Craps	Proficient in dealing Craps	Completion of <b>1 year</b> of live dealing experience in Craps as defined in 4(a)
	Blackjack	Proficient in dealing Blackjack	Completion of <b>1 year</b> of live dealing experience in Blackjack as defined in – 4(a)
	Baccarat	Proficient in dealing Baccarat	Completion of <b>1 year</b> of live dealing experience in Baccarat as defined in 4(a)
	Poker/Specialty Games	Proficient in dealing Poker/Specialty Games	Completion of <b>1 year</b> of experience in Poker/Specialty Games as defined in 4(a)
	Roulette	Proficient in dealing Roulette	Completion of <b>1 year</b> of live dealing experience in Roulette as defined in 4(a)
Dealer II		Proficient in any Two (2) Game Types	Completion of <b>4 months</b> of live dealing in the second Game Type as defined in 4(a)

Dealer III		Proficient in any Three (3) Game Types	Completion of <b>4 months</b> of live dealing in the third Game Type as defined in 4(a)
Dealer IV		Proficient in any Four (4) Game Types	Completion of <b>4 months</b> of live dealing in the fourth Game Type as defined in 4(a)

3. Dealer Classification Allocation. Dealers who are qualified as Dealer I, II, and III shall be paid as Dealer I, II, and III, respectively, for all hours worked and paid. The Employer may limit the number of dealers paid as Dealer IV to 10% of the dealer population. Prior to a shift bid, the Employer shall specify the number of qualified, proficient, and experienced dealers, by game type(s), to be scheduled, and shall offer those opportunities to dealers in seniority order.

4.

(a) Game Type Definitions.

<b>Game Type</b>	<b>Definition</b>	<b>Experiential Requirements</b>
Blackjack	Proficient in dealing Blackjack and any variations of Blackjack.	For Dealer I position: <b>1 year</b> of live dealing experience in Blackjack and any variations of Blackjack.  For Dealer II, III or IV position: <b>4 months</b> of live dealing experience in Blackjack or any variations of Blackjack.
Baccarat	Proficient in dealing commissioned Baccarat, and any variations of Baccarat.	For Dealer I position: <b>1 year</b> of live dealing experience in commissioned Baccarat or any variations of Baccarat.  For Dealer II, III or IV position: <b>4 months</b> of live dealing experience in commissioned Baccarat or any variations of Baccarat.
Poker/Specialty Games	Proficient in dealing three or more Specialty Games (e.g. Pai Gow Poker, Caribbean Stud Poker, Let-It-Ride, Three Card Poker, Two-Way Monty, 2, 5, 7, <b>Mississippi Stud, Poker Room Games, Ultimate Hold'Em Poker, Four Card Poker, Crazy Four Poker, etc</b> ).	For Dealer I: <b>1 year</b> of live dealing experience in 3 or more Specialty Games.  For Dealer II, III or IV position: At least <b>4 months</b> of live dealing experience in three or more Specialty Games.

Craps	Proficient in dealing Craps and any variations of Craps.	For Dealer I position: <b>1 year</b> of live dealing experience in Craps or variations of Craps.  For Dealer II, III or IV position: <b>4 months</b> of live dealing experience in Craps or any variations of Craps.
Roulette	Proficient in dealing single Zero or Double Zero Roulette and any variations of Roulette.	For Dealer I position: <b>1 year</b> of live dealing experience in Roulette or any variations of Roulette.  For Dealer II, III or IV position: <b>4 months</b> of live dealing experience in Roulette or any variations of Roulette.

(b) New Game Types. When MGM Grand Detroit 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 MGM Grand Detroit is less than one-hundred-twenty (120) hours, the new game will be considered a variation of an existing game and will be included in one of the Game Types set forth in Paragraph 4(a). If a new table game is introduced and the training required by MGM Grand Detroit is one-hundred-twenty (120) hours or longer, MGM Grand Detroit may assign it to an existing Game Type or it may establish a new game type, in its sole discretion. Experiential Requirements for any new Game Type will be determined by the Company.

5. Training for Initial Game Type. The Company may provide training to qualified candidates from inside and outside the Company at no charge. Training classes are offered on an as-needed basis, by seniority and shift, as determined by the Company. Training time is unpaid.

(a) Selection for Initial Game Type Training.

(1) In-house candidates. In-house applications are accepted for initial Game Type training on a first come first served basis. House seniority is used to select training class members in the event that more applications are received than openings in a training class. In-house applicants must meet the Company's internal policy requirements for a position transfer, and successfully complete a mathematical aptitude test and department interview. If a transferee moves into a position requiring an initial or different MGCB license, the applicant must satisfy the licensing requirements of the MGCB.

(2) Outside candidates. Outside candidates must meet the Company's recruiting requirements (including drug testing and background checks), and successfully

complete a mathematical aptitude test. Outside candidates must also satisfy the licensing requirements of the MGCB.

(b) Determining Proficiency in Initial Game Type. Once a candidate has successfully completed the initial Game Type training (which includes passing an audition, with a grade of 80% or higher,) the candidate is then transferred or hired into the Dealer Trainee classification, the Dealer Trainee is scheduled on the game for which he or she has been trained. Supervisors coach and assist Dealer Trainees to become proficient. Supervisors communicate with casino management regarding the progress of the Dealer Trainees.

(1) Informal evaluation. Informal evaluation of Dealer Trainees is periodic and at the Company's discretion. At any time during the **1 year** training period for an initial Game Type, a Supervisor may determine that 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 reassigned or terminated. The Company has sole discretion to determine the action to be taken. The foregoing is subject, however, to the provisions of subparagraph (4) below.

(2) Formal Evaluation. Formal evaluation of Dealer Trainees is completed at three intervals: two Intermediate Evaluations and a Final Evaluation shortly after a Dealer Trainee has completed **1 year** of dealing a particular Game Type. The two Intermediate Evaluations are corrective and coaching in nature. However, either of the Intermediate Evaluations may form the basis upon which the Company determines that a Dealer Trainee does not show the aptitude necessary for reaching the required level of proficiency. The Dealer Trainee may either be reassigned or terminated. The Company has the sole discretion to determine the action to be taken. The foregoing is subject, however, to the provisions of subparagraph (4) below.

(3) Final Evaluation. The Final Evaluation forms the basis upon which the Company determines whether or not the Dealer Trainee meets the applicable Proficiency Requirements. If the Proficiency Requirements are met, then the Dealer Trainee is advanced to the Dealer I classification. If the Proficiency Requirements are not met, the Dealer Trainee is given **30 additional days** 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 Requirement has not been achieved after the **additional 30 days**, the Dealer Trainee will be reassigned or terminated. The Company has the sole discretion to determine the action to be taken. The foregoing is subject, however, to the provision of subparagraph (4) below.

(4) If a Dealer Trainee who transferred from another MGM Grand Detroit job classification (a "Transferee") notifies the Company during the initial 30-day period in which the Transferee is acquiring his/her **1 year** of dealing experience that he/she desires to transfer back to his/her prior job classification, the Transferee shall be transferred back to that job classification (thereby causing the displacement of the individual in that job classification

with the lowest seniority). If the Company determines pursuant to subparagraph (1), (2) or (3) above that a Transferee should be reassigned or terminated, then (i) if the determination is made during the initial 30-day period in which the Transferee is acquiring his/her **1 year** of dealing experience, the Transferee shall be transferred back to his/her prior job classification (thereby displacing the individual in that classification with the lowest seniority), and (ii) if the determination is made after that initial 30-day period but prior to expiration of the initial 90 day period in which the Transferee is acquiring his/her **1 year** of dealing experience, then the Transferee will not be transferred back to his/her prior job classification but may apply for any vacant MGM Grand Detroit job position for which he/she is qualified and will have recall rights to his/her former job classification for one year or the time period he/she was in that former job classification, whichever period is shorter.

6. Training for Subsequent Game Types. This Section applies to Dealers who have attained the Dealer I classification or higher. Dealers may apply for training for any game for which the Company offers training. **When offered, the particular Game Type training will be offered on all shifts within six (6) months of the date the training in question is offered on another shift.** A dealer who applies for training and then does not complete the training will not be eligible to reapply 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) Selection for Subsequent Game Type Training. Department Seniority is used to select training class members. Department Seniority is defined as the date that an Employee was hired or transferred into the Table Games Department. When two or more Employees have the same hire or transfer date, Department Seniority is determined according to the method defined in Article 7. The opportunity to learn a subsequent Game Type is only offered to Dealers in good standing with the Company. Employees are not eligible for subsequent Game Type training if their employment record contains a disciplinary suspension within the three (3) month period prior to the date of the class posting.

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

(c) Determining Proficiency in Subsequent Game Types. Once a candidate has successfully completed subsequent Game Type training, which includes passing an audition with a grade of 80% or higher, scheduling of the training will take place pursuant to the provisions of Subparagraph 6(b) above.

(1) Informal Evaluation. Informal evaluation of subsequent Game Type trainees is periodic and at the Company's discretion. At any time during the **4 month** training period for subsequent Game Types, a Supervisor may determine that a Dealer is not improving in skill and level of proficiency, and is posing a risk to the Company. The Supervisor communicates with casino management who observes the Dealer live or through videotape review. If casino management determines that the Dealer poses a risk to Company operations



and does not show the aptitude necessary for reaching the Proficiency Requirements in the subsequent Game Type, the Dealer will be removed from the schedule for such subsequent Game Type assignments. The Dealer will maintain his or her current Dealer classification. The Company has the sole discretion to determine the action to be taken.

(2) Formal Evaluation. Formal evaluation of subsequent Game Type trainees is completed at two intervals: Intermediate Evaluation and a Final Evaluation shortly after the Dealer has completed **4 months** of dealing a subsequent Game Type. The Intermediate Evaluation is corrective and coaching in nature. However, the Intermediate Evaluation may form the basis upon which the Company determines that a subsequent Game Type trainee does not show the aptitude necessary to continue and is removed from the schedule for such subsequent Game Type assignments. The Dealer will maintain his or her current Dealer classification. The Company has the sole discretion to determine the action to be taken.

(3) Final Evaluation. The Final Evaluation forms the basis upon which the Company determines whether or not the subsequent Game Type trainee meets the Proficiency Requirements. If the Proficiency Requirements are met, then the Dealer is advanced to the appropriate classification. If the Proficiency Requirements are not met, the Dealer is given **30 additional days** 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 **30 days**, the subsequent Game Type trainee will maintain his or her current Dealer classification. The Company has the sole discretion to determine the action to be taken.

7. Vacancies on Shifts. Vacancies on shifts will be posted periodically. “Qualified Dealers” may bid for vacant shifts. “Qualified Dealers” are dealers who have met the Proficiency Requirements and Experiential Requirements for all games listed on the applicable posting. Position will be awarded on the basis of Department Seniority.

8. Dropping Games. On a one time only basis, **during the term of this agreement**, the Company will allow a designated percentage of **eligible** full time dealers to drop a game.

a. Eligibility: Full time Dealer with **eight (8)** or more years of service **with three (3) or more game skills** on the date of ratification of this Agreement.

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

Black Jack	2%	of the employees with game skill per shift
Roulette	2%	of the employees with game skill per shift
Craps	1%	of the employees with game skill per shift
Baccarat	2%	of the employees with game skill per shift
Specialty Games (aggregate)	2%	of the employees with game skill per shift

c. Procedure: Within the thirty (30) days following date of ratification of this Agreement, eligible dealers may submit a written request to drop a game **skill** to the Table Games Department. The Company will grant such requests, up to the percentages provided for above, in order of classification seniority.

d. Hourly Rate Change: Dealers who elect to drop a game 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 will be classified and paid as a Dealer II).

**e. No dealer with two (2) or more game skills upon ratification of this Agreement shall be permitted to maintain fewer than two (2) game skills at any point following ratification.**

**f. Any dealer who drops a game skill during the thirty (30) day period following ratification of this Agreement shall not be eligible for future game skill training for a period of one (1) year, from the date the game skill was dropped.**

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

## SIDE LETTER 4 – HOTEL CLASSIFICATIONS

### FRONT DESK REPRESENTATIVES

The parties agree that Front Desk Representatives may accept and input guest room reservations, and provide information and/or assistance to guests regarding restaurants, transportation, entertainment, sports, shopping and/or other activities. The acceptance and inputting of data regarding guest room reservations, and provision of information and/or assistance to guests regarding restaurants, transportation, entertainment, sports, shopping and/or other activities is not exclusively bargaining unit work. Non-bargaining unit employees assigned to accept and input data regarding guest room reservations and provide information and/or assistance to guests regarding restaurants, transportation, entertainment, sports, shopping and/or other activities shall not be covered by this Agreement. Non-employees may accept and input data regarding guest room reservations, and provide information and/or assistance to guests regarding restaurants, transportation, entertainment, sports, shopping and/or other activities. The Employer may contract for non-employees to accept and input data regarding guest room reservations, and provide information and/or assistance to guests regarding restaurants, transportation, entertainment, sports, shopping and/or other activities; however, the Employer may contract for non-employees stationed at the Employer's facility to accept and input data regarding guest room reservations, and provide information and/or assistance to guests regarding restaurants, transportation, entertainment, sports, shopping and/or other activities, so long as it does not result in the displacement of bargaining unit Employees or any reduction of hours of work for bargaining unit Employees. The Employer retains the right to lease space at its facility to an individual or entity which accepts and inputs data regarding guest room reservations and provides information and/or assistance to guests regarding restaurants, transportation, entertainment, sports and/or other activities.

### FRONT SERVICES

#### Duties of Front Services Attendants:

As part of their regular duties, Front Services Attendants may deliver magazines, newspapers, gifts, shoe-shines, and/or similar items and/or items from the business service center. Front Services Attendants shall be guaranteed to a gratuity of **three dollars (\$3.00)** per delivery to a guest room when the Employer charges the customer for the delivery.

#### Front Services Attendants-Guaranteed Gratuities-Baggage:

Front Services Attendants shall be guaranteed a gratuity of **three dollars (\$3.00)** per person checking in and/or out only where baggage is delivered and removed as part of a group (defined as at least 25 individuals) arrival or departure. The **three dollar (\$3.00)** amount will not apply to special events and/or packages that were agreed upon and/or proposed prior to the execution of this Agreement, provided that the Employer furnishes the Union with a list of all such special events and/or packages. Set arrivals and/or departures shall be evidenced by a manifest. These guaranteed gratuities shall only be paid to Front Services Attendants who

actually perform the services. These guaranteed gratuities do not apply to diverted air carriers. All breakage funds shall be divided equally on a monthly basis as follows: Ten percent (10%) to Front Services Management and Ninety percent (90%) to Front Services Attendants and Front Services Lead Attendants.

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

### **GUEST ROOM ATTENDANT**

#### Duties of Guest Room Attendants:

(a) Guest Room Attendants shall clean and service guest rooms and suites and perform any incidental cleaning necessary to maintain cleanliness in guest room and suite areas.

(b) The workload is defined as the number of rooms or “credits,” credits for special items such as trashed rooms and suites, and the assignment of pickup rooms. A change in total square footage of the rooms assigned to a station shall also be considered to be an increased workload within the meaning of this subsection if the increase is five percent or more of the total square footage presently existing.

(1) The maximum number of rooms or “credits,” as established in this subsection, shall be reduced as follows:

<b>15 Rooms/”Credits”</b>	<b>Checkouts</b>	<b>Reduction in Rooms or “Credits”</b>	
	11	Drop	1
	12	Drop	2
	13	Drop	3

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 credit is given for a suite, that same number shall be used in calculating the number of checkouts (for example, a suite worth three credits would be counted as three checkouts) when the suite is a checkout. This subsection applies only to Guest Room Attendants assigned to an eight (8) hour day shift.

<b>17 Rooms/”Credits”</b>	<b>Checkouts</b>	<b>Reduction in Rooms or “Credits”</b>	
	<b>13</b>	<b>Drop</b>	<b>1</b>
	<b>14</b>	<b>Drop</b>	<b>2</b>
	<b>15</b>	<b>Drop</b>	<b>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 credit is given for a suite, that same number shall be used in calculating the number of checkouts (for example, a suite worth three credits would be counted as three checkouts) when the suite is a checkout. This subsection applies only to Guest Room Attendants assigned to a ten (10) hour day shift.**

(2) One room or credit reduction whenever a Guest Room Attendant is required to make up three (3) rollaways on a shift.

(3) One room or credit reduction if a GRA is assigned to clean rooms on more than two floors during a shift.

**(4) “Trashed Rooms” – the Employer will assign help or modify a Guest Room Attendant’s room assignment during a shift when a Guest Room Attendant is responsible for cleaning an exceptionally dirty guest room, provided the Guest Room Attendant immediately reports such room when he/she is able to access the guest room.**

**(5) A room with two queen beds will be counted as 1.5 credits.**

(c) Only a special team of employees who have been trained fully in the cleanup and disposal of human wastes that may present biomedical hazards shall clean any vomit, [feces] or (in quantities greater than drops) blood from any room.

(d) Guest Room Attendants shall have the option of wearing a uniform with or without long pants.

(e) In each standard room serviced, a card shall be left indicating the name of the Guest Room Attendant that cleaned the room. 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.

(f) Cash gratuities left by guests checking out of rooms or designated for Guest Room Attendants shall be the property of the Guest Room Attendants. Gratuities left by large groups/parties are placed on a master account and distributed, through payroll, to all GRA/Housemen who worked the station. The distribution of such gratuity is based upon the number of times the GRA/Houseman cleaned a particular room.

## **ROOM SERVICE**

### Duties of Room Service:

(a) Room Service Servers shall be responsible for delivery and removal of service to and from hotel rooms, provided, however, that Guest Room Attendants, while cleaning rooms, may be required to remove such service from the rooms to the hall immediately outside the rooms or to service locations on the same floor. A service charge of seventeen percent (17%) of the check shall be paid to Room Service Servers and/or Banquet Servers, as the case may be, for setting up for cocktail parties/hospitalities in private rooms, with a cap of **two hundred dollars**

**(\$200.00)** per Room Service Server and/or Banquet Server who actually performed the work, in the event that the cocktail parties/hospitalities are complimentary. For purposes of this Section, a cocktail party/hospitality is a gathering of ten (10) or more persons in a private room or suite in which alcoholic beverages, mixes, glasses, ice or food are delivered by the Room Service Server and/or Banquet Server. It is agreed that Banquet Bartenders shall work cocktail parties/hospitalities in suites, in the event that the Employer assigns a bartender to work.

(b) A service charge of **three dollars (\$3.00)** for each delivery made by a Room Service Server shall be paid for delivering complimented items such as fruit and other similar items (**amenities**), but excluding meals and beverages served with meals, sent to the guest room by the Employer.

(c) Where Room Service Server(s) deliver non-complimented meals and beverages served with meals to a guest room, the Room Service Server shall be guaranteed a gratuity of **seventeen percent (17%)** of the check presented to the guest.

(d) Where Room Service Server(s) deliver complimented meals and beverages served with meals to a guest room, the Room Service Server shall be guaranteed a gratuity of **seventeen percent (17%)** of the menu price of the food and beverage served with a cap of **two hundred dollars (\$200.00)** per Room Service Server who actually performed the work.

(e) Nothing herein shall be interpreted to preclude the Employer from increasing the service charge and/or gratuity charged to guests. The Union and the Employer specifically agree that any service charge or gratuity over and above those contained in the CBA are retained by the Employer. The Employer, in its sole discretion, distribute the additional service charge and/or gratuity among management and/or retain it.

#### Room Service Checks

Room Service checks that are for cash, room charge, or credit card payments that are presented by Room Service Servers shall contain the words in prominent letters, "Gratuity Not Included." Room Service menus shall prominently state that "Gratuity is Not Included."

## **SIDE LETTER #5 – BANQUET EMPLOYEES**

MGM Grand Detroit and the Detroit Casino Council agree that their own collective bargaining agreement (“CBA”) shall be modified regarding Banquet Servers, Banquet Bartenders and Captains (referred to herein as “Banquet Employees”), as follows:

Article 4:

- Scheduling. Banquet Employees may be scheduled as needed. There is no requirement that Banquet Employees be scheduled for shifts of 8 hours, or for 5 consecutive days. In addition, Banquet Employees do not count toward the 15% limitation on the use of Part-time Employees. However, Banquet Employees shall be guaranteed the following shifts: Breakfast or other banquet function except as otherwise specified herein – 2 hours; Lunch – 3 hours; Dinner – 4 hours. Banquet Employees may request early outs, and if granted, shall be paid only for hours worked.
- Full-time employees are offered work prior to the part-time and on-call employees.
- Overtime. Employees do not receive overtime pay for hours worked in excess of eight in a day or forty in a workweek.
- “Pop up” Function Scheduling. In the event a banquet function is booked within forty eight (48) hours prior to the event start time, the Company will attempt to offer the work to Banquet Servers, Banquet Bartenders and Banquet Captains in order of seniority. The employee’s will have a two (2) hour window of opportunity to accept the offered work. If a banquet function is booked with less than forty eight (48) hours’ notice, reasonable efforts will be made to schedule Banquet Servers, Banquet Bartenders, and Banquet Captains by seniority.

Article 5:

- Full-Time Banquet Employees are the only Banquet Employees eligible for paid vacation, holidays, personal/sick days, and “good attendance” awards, in accordance with the CBA. No other Banquet Employees receive paid vacation, holidays, personal/sick days or good attendance awards.

Article 6:

- Full-Time Banquet Employees are the only Banquet Employees eligible for Bereavement leave. No other Banquet Employees are eligible for Bereavement leave.

Article 7, Section 7.01:

- The introductory/probationary period for the Banquet Employees (with the exception of full-time Banquet Employees) shall be fifty shifts worked.

Article 14:

- Only Full-time Banquet Employees are eligible for Leaves of Absences. Only those Banquet Employees who work 1250 hours in the relevant 12-month time period are eligible for FLMA leave.

Article 15 and Letter of Understanding regarding Uniforms:

- All Banquet Employees with the exception of full-time Banquet Employees, shall furnish and maintain black dress pants and white shirts, as specified by the Employer. The Employer shall provide Banquet Employees with a service jacket or vest, at the Employer's discretion.

Article 16:

- Only Full-time Banquet Employees are eligible for jury pay.

Article 19 – EAP:

- Only Full-time Banquet Employees are eligible for the EAP.



**SIDE LETTER #6 –  
MGM GRAND DETROIT CULINARY CLASSIFICATIONS  
AND TRAINING**

The MGM Grand Detroit agrees to continue its practice of available on-the-job training for culinary classifications to advance to the higher cook classifications. When a Culinary classification works at a higher paid classification for more than two (2) hours, he or she will be paid at the higher classification pay rate for the time worked in that classification.

The MGM Grand Detroit agrees to work with Employees through the Training and Development Article of this collective bargaining agreement to develop appropriate programs for advancement.

## **SIDE LETTER 7 – VIP SPECIALISTS**

### **1. VIP Specialist Classification**

During the term of the Labor Agreement which expires on October 16, 2020, the Company will not merge the VIP Specialist Classification with any other classification, without the consent and agreement of the Union.

### **2. Transfer of VIP Specialist Work**

The Company shall have the right to transfer and/or move work performed by VIP specialist only to a call center or other facility which consolidates the same or similar work for other MGM Resorts International properties. The consolidated facility may be a corporate facility or a regional facility. Work being performed by VIP specialist that remains at the property following a transfer of work, as provided for in this paragraph shall continue to be performed to the same degree and will not be assigned to another classification on the property, unless agreed to by the parties.

The Company will provide the Union with at least sixty (60) days-notice of its decision to transfer and/or move VIP Specialist work.

For those employed at the date of ratification of the Labor Agreement referenced in paragraph 1 above, or for those who have been employed for two (2) years at the time of the notification of the decision to transfer/move VIP Specialist work, there will be six (6) months no layoff provision from time of transfer or move of work, for the purpose of retraining to equal or higher paying job classification in line with the CBA.

If the decision is made to transfer or move the above mentioned work, the parties will meet to discuss ways in which to minimize the impact on the bargaining unit of the decision to relocate the work, however, the company retains the right to relocate the work including evaluate the possibility of reassignment of non-bargaining unit work to the VIP Specialist classification.

The following will be offered in lieu of layoffs:

- **VIP Specialist will have the opportunity for open positions at the new facility.**
- **Provide VIP Specialist with the opportunity to transfer to non-bargaining unit positions for which they are qualified.**
- **Any money paid to the laid off employee, such as vacation or sick days, will not be allocated in order that the employee will maintain their eligibility for unemployment insurance.**

**The above options will be offered to the VIP Specialists in line with seniority with greatest given first choice.**

**In the event that the above work or similar work returns, that work will be assigned to the VIP Specialist classification.**

**SIDE LETTER #8 –  
EMPLOYEE PARKING**

MGM Grand shall provide parking at no cost for all Employees in the immediate vicinity of the casino. In the event that Employee 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 Employees.



Guest Interface	Front Desk Representative, Retail Cashier, Communications Operator Lead, Communications Operator
Transportation	Valet Attendant, Valet Cashier (A) Heavy Cleaner, Porter (B) (Convention Services Houseperson, Housekeeping Houseperson)
EVS	
Stewarding	Heavy Cleaner Specialist, Utility Person Lead Front Services Attendant, Front Services Attendant
Hotel	

# NOTES

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