K# 9110

COLLECTIVE BARGAINING AGREEMENT

between

BARDEN NEVADA GAMING, LLC

dba

FITZGERALDS

and

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

2007 · 2012

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AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of June, 2007 by and between BARDEN NEVADA GAMING, LLC dba FITZGERALDS (hereinafter called the "Employer") and its successors and assigns, and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, for and on behalf of CULINARY WORKERS UNION, LOCAL NO. 226 and BARTENDERS UNION, LOCAL NO. 165 (hereinafter called the "Union").

WITNESSETH:

WHEREAS, the parties have, by negotiations and collective bargaining, reached complete agreement on wages, hours of work, working conditions and other related, negotiable subjects to be incorporated into a new Labor Agreement which shall supersede all previous verbal or written agreements in conflict with or modified by this Agreement applicable to the employees in the bargaining unit defined herein which may have existed between the Employer and the Union or between the predecessor of the Employer, if any, and the predecessor of the Union, if any.

NOW, THEREFORE, in consideration of the foregoing, the execution of this Agreement and the full and faithful performance of the covenants, representations and warranties contained herein, it is mutually agreed as follows:

ARTICLE 1: RECOGNITION AND CONTRACT COVERAGES

1.01. Recognition of the Union.
The Employer recognizes the Union as the exclusive collective bargaining representative for the Employer's employees and its casino-hotel located at 301 Fremont Street, Las Vegas, Nevada which employees are working under the Union's jurisdiction and in those job classifications listed in Sections 1.02 and 1.04 below and Exhibit 1, attached to and made a part of this Agreement. It is expressly understood and agreed that this recognition does not extend to or include employees of the Employer at any other business or facility which the Employer currently owns or subsequently constructs, purchases or otherwise acquires.

The Employer and the Union agree that all employees working in the classifications listed in Sections 1.02, 1.04 and Exhibit 1 are properly included within the bargaining unit. If any new classification is hereafter established by the Employer and all of the duties of that classification are properly within the scope of work covered by this Agreement, it shall be included in the Agreement a wage rate comparable to related job classification.

1.02. Regular Job Classifications.
The classifications designated below are included within the bargaining unit at the minimum wage rates set forth in Exhibit 1. They shall be covered by all of the provisions of the Agreement, except as expressly provided otherwise. It is understood and agreed that the job duties indicated with respect to each classification are intended to establish a framework for the duties of each classification. Employees shall be assigned a reasonable workload consisting of duties within that framework, but the listing of duties shall not be considered all inclusive and the Employer shall have the right to determine the specific duties within the framework.

SOUS CHEF:
Personnel within this job classification perform those duties normally associated with working with the supervising those classifications within the Kitchen Service Job Category.

COOK 1:
Personnel within this job classification perform those duties normally associated with preparation of food items including but not limited to: soups, sauces, gravies, roasted/broiled, sandwiches/salads, garnish items and other items in accordance with recipes and hotel menus.

COOK:
Personnel within this job classification perform those duties normally associated with preparation of food items including but not limited to: breakfast, lunch, and dinner items such as sandwiches/salads, garnish items, fried items, and other items in accordance with recipes and hotel menus.

PANTRY WORKER:
Personnel within this job classification perform those duties normally associated with preparation of food items including but not limited to: salads, sandwiches/salads, garnish items and other item in accordance with recipes and hotel menus.

BUTCHER:
Personnel within this job classification perform those duties normally associated with pre-preparation and portioning of food items including but not limited to meats, fish, poultry, and other designated items in accordance with portion standards and hotel menus.

STEWARD:
Personnel within this job classification perform those duties normally associated with working with and supervising the productivity of Kitchen Cleaning classifications. They have the primary responsibility for overall kitchen cleanliness/sanitation, stove/equipment cleaning, dishwashing and pot washing.

KITCHEN WORKER/FOOD PREPARATION:
Personnel within this job classification perform those duties normally associated with assisting Cooks and Pantry personnel in the preparation of food items in accordance with recipes and hotel menus. In addition, they have secondary responsibilities for assisting with overall kitchen cleanliness and sanitation.

KITCHEN WORKER/SANITATION:
Personnel within this job classification perform those duties normally associated with responsibilities for overall kitchen cleanliness/sanitation, stove/equipment cleaning, dishwashing and pot washing.

UTILITY PORTER:
Personnel within this job classification perform those heavy cleaning and support duties normally associated with assisting Porters and Guest Room Attendants with cleaning duties as

assigned throughout all residential, operational, administrative and public areas of the hotel/casino.

PORTER:
Personnel within this job classification perform those cleaning and support duties normally associated with assisting Guest Room Attendants, cleaning duties as assigned throughout all residential, operational, administrative and public areas of the hotel/casino.

HOUSEKEEPING INSPECTOR:
Personnel within this job classification are working Supervisors within the Housekeeping Department responsible for assisting Guest Room Attendants and Porters in expediting station cleaning assignments.

LINEN ROOM ATTENDANT/STATUS BOARD OPERATOR:
Personnel within this job classification issue linen products, including sheets, pillow cases and towels, issue uniforms to hotel employees, maintain an inventory control system, coordinate and direct duties of Guest Room Attendants in conjunction with other hotel personnel and monitor and maintain the hotel room status board.

GUEST ROOM ATTENDANT:
Personnel within this job classification perform those cleaning and support duties normally associated with cleaning all residential areas of the hotel and shall be assisted by Porters in the performance of functions traditionally performed by such Porters.

FOOD SERVER:
Personnel within this job classification perform those duties normally associated with the greeting of guests, selling of menu items and serving of food and beverage items ordered from hotel menus.

GOURMET/SPECIALTY ROOM SERVER:
Personnel within this classification perform those duties associated with the greeting of guests, selling of menu items, and serving of food and beverages (including alcoholic beverages) ordered from hotel menus. As required performs tableside food preparation. Knowledge of alcoholic beverages required.

ROOM SERVER:
Personnel within this job classification perform those duties normally associated with the greeting of guests, selling of menu items, delivering orders to rooms, service set-ups and serving food and beverage items ordered from hotel Room Service menus.

COCKTAIL SERVER:
Personnel within this job classification to perform those duties normally associated with the greeting of guests, selling of and serving of beverage/snack items within their areas of responsibility.

FOUNTAIN/COUNTER WORKER:
Personnel within this job classification perform those duties normally associated with the greeting of guests, selling of food and beverage items as available at the station assigned. In addition, duties include: stocking, sanitation, dish-up, serving and cash control.

CASHIER/HOST PERSON:
Personnel within this job classification perform those duties normally associated with supervision of assigned dining room staff, greeting/seating guests, collecting for dining room checks, cash control and expediting guest service.

CHANGE PERSON:
Personnel within this job classification perform those duties normally associated with the greeting of guests, selling of change and bank maintenance/security.

CAROUSEL ATTENDANT:
Personnel within this job classification perform those duties normally associated with the greeting of guests, selling of change and bank maintenance/security in carousels.

SLOT BOOTH CASHIER:
Personnel within this job classification perform those duties normally associated with the greeting of guests, selling of change and bank maintenance/security in slot booths.

BUS PERSON:
Personnel within this job classification perform those duties normally associated with assisting Food Servers as required in station maintenance and guest beverage service. In addition, they have the primary responsibilities for overall dining room/station cleanliness/sanitation, (except for duties traditionally performed by Porters) equipment cleaning, stocking, dish/waste removal and setups.

RUNNER:
Personnel within this job classification perform those duties normally associated with assisting kitchen/dining room personnel as required in transport and stocking of necessary items. In addition, they have secondary responsibility for cleaning duties, dish/waste removal and setups as may be assigned.

BARTENDER:
Personnel within this job classification perform those duties normally associated with the greeting of guests and/or fellow employees and preparation, serving and collecting cash for beverage and pre-prepared snack items as required in accordance with standard procedures.

APPRENTICE BARTENDER:
Personnel within this job classification perform those duties normally associated with assisting Bartenders, as assigned, in their areas of responsibilities.

BELLHOP:
Personnel within this job classification perform those duties normally associated with greeting of and providing information for guests, handling luggage, room deliveries and laundry/valet services as may be required to enhance guest services.

1.03. Regular Job Categories.
The work categories set forth below are established for the purpose of applying certain provisions of this Agreement. In that regard, it is expressly understood and agreed that an employee in any classification included within such a category may be assigned to perform any work of any other classification included in that category in order to meet service requirements, so long as the employee's primary responsibilities remain in his/her classification. An employee in a classification within one category will not be assigned to perform work of a classification which is included within a different category except in emergency situations. In the administration of this section, it is understood and agreed that the purpose and intent of these provisions is to ensure service and reasonable flexibility in operations, but not to eliminate operational distinctions between job classifications. If there are problems or disagreements in the administration of this section, the Employer agrees to meet, upon request, with Union Representatives and Union Stewards to discuss and attempt to resolve such problems before grievances are filed.

CATEGORY I - KITCHEN SERVICE
Included Classifications: Sous Chef, Cook 1, Cook, Pantry Worker, Butcher, Steward, Kitchen Worker (Food Prep & Sanitation).

CATEGORY II - FOOD SERVICE
Included Classifications: Food Server, Gourmet/Specialty Room Server, Room Server, Captain, Hostess/Cashier, Fountain Counter Worker, Bus Person, Runner.

CATEGORY III - BAR SERVICE
Included Classifications: Bartender, Apprentice Bartender.

CATEGORY IV - COCKTAIL SERVICE
Included Classifications: Cocktail Server.

CATEGORY V - CLEANING SERVICE
Included Classifications: Housekeeping Inspector, Status Board Operator/Linen Room Attendant, Guest Room Attendant, Utility Porter, Porter.

CATEGORY VI - BELL SERVICE
Included Classifications: Bellhop.

CATEGORY VII - CASINO SERVICE
Included Classifications: Change Person, Carousel Attendant, Slot Booth Cashier.

1.04. Open Classifications.
The classifications set forth below are included in the bargaining unit, but their wage scales shall be open and they shall be covered only by Articles 11, 14, 15, 25 and 26 of this Agreement, and, where applicable, those provisions dealing with gratuities and service charges. The provisions of Article 21 may be invoked as to persons employed in such classifications solely for the purpose of processing grievances limited to disputes or differences involving the meaning, interpretation and/or application of the Articles specified above. This shall not preclude the Union from filing grievances under other Articles for claimed violations of its rights.

Maitre d'Hotel
Banquet Captain
Pastry Chef (one per employer)
Specialty Room Head Person
Head Host Person
Specialty Room Chef
Head Butcher
Assistant Pastry Chef

1.05. Bargaining Unit Work.
Non-bargaining unit employees shall perform no bargaining unit work except such occasional work as is reasonably connected with or incidental to the proper and orderly conduct of hotel operations.

ARTICLE 2: HIRING OF EMPLOYEES

2.01. Hiring Procedure.
Whenever the Employer finds it necessary to hire new employees for those classifications covered by this Agreement, it may recruit and procure applicants from any source.

At its sole option, the Employer may notify the Union who shall assist the Employer in obtaining applicants who meet the qualifications required by the Employer. When applicable, the Union's selection of applicants for referral shall be on a nondiscriminatory basis, and shall not be based upon or in any way affected by membership in the Union or the Union's bylaws, rules, regulations, constitutional provisions or any other aspects or obligations of Union membership, policies, or requirements, or upon an applicant's race, color, religion, sex, age or national origin.

The Employer shall be the sole judge of an applicant's suitability, competence and qualifications to perform the work of any job to be filled. The Employer may accept or reject any applicant for employment, in accordance with applicable laws.

When the Employer considers applicants for employment who have not been referred to the Employer by the Union's dispatch office, the Employer shall, in order to maintain a consistent and orderly process, advise such applicants that in order to obtain employment they must be dispatched by the Union's dispatch office in accordance with the regular procedures of that office. The Employer agrees no employee will be hired or put to work without a referral slip from the Union's Dispatch Office except in the case of an emergency. The Employer may designate to the Union's dispatch office by name the employees that shall be dispatched for available positions.

The Union's referral service shall send applicants named by the Employer directly back to the Employer. Such applicants named by the Employer shall be processed by the Union's referral service in the same manner as all others processed by the Union's referral service without any discrimination. Any applicant named by the Employer shall be permitted by the Union's referral service to register in the same manner as others. If there are any problems with processing of applicants, the parties will review such problems and make such changes as may be necessary. The Employer shall provide the Union on a timely basis with copies of the names, social security numbers, departments, and job titles of all employees hired by the Employer.

2.02. No Individual Contracts.
No employee covered by this Agreement shall be compelled or allowed to enter into any individual contract or agreement with the Employer concerning conditions of employment.

ARTICLE 3: UNION SECURITY

3.01. 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 at the Employer's Clark County, Nevada, establishment; 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 while employed at the Employer's Clark County, Nevada establishment. 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 the classifications covered herein, become and remain members of the Union throughout the period of their employment with the Employer.

3.02. Effect of State Laws.
Notwithstanding anything to the contrary therein, Section 3.01 shall not be applicable if all or any part thereof shall be in conflict with applicable law; provided, however, that if all or any part of Section 3.01 becomes permissible by virtue of a change in applicable law, whether by legislative or judicial action, the provisions of Section 3.01 held valid shall immediately apply.

3.03. Check Off.
The Check-Off Agreement and system heretofore entered into and established by the Employer and the Union for the check-off of Union dues by voluntary authorization, as set forth in Exhibit 2, attached hereto and made a part of this Agreement, shall be continued in effect for the term of this Agreement.

3.04. Indemnification.
The Union will indemnify and save the Employer harmless against any and all claims, or 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.

ARTICLE 4: UNION REPRESENTATIVES

4.01.

(a) Authorized representatives of the Union shall be permitted to visit the Employer's establishment for the purpose of communicating with employees and supervisors regarding Union business and collecting Union dues, assessments and initiation fees. Such visits shall not 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 to sign in and wear identification while on the premises of the Employer.

(b) The parties are committed to providing bargaining unit employees with ongoing education about benefit programs provided under this Agreement. Representatives of the Health & Welfare Fund, Pension Fund, Housing Fund and Tip Earners Legal Defense Fund and any financial institution owned by affiliates of the Culinary Workers Union Local 226 or Bartenders Union Local 165 shall be permitted to visit the Employer's establishment for the purpose of educating bargaining unit employees about and enrolling them in the offerings of such plans, programs or financial institutions. Such visits may be limited by the Employer to a maximum of thirty (30) days in any calendar year which may but need not be continuous. The Union's designated representatives shall not interfere with the conduct of the Employer's business or with the performance of work by employees during their work hours and shall report to a designated office to sign in and wear identification while on the premises of the Employer. Such visits shall be scheduled with the Employer at least 30 days in advance and shall take place in such non-working, non-public areas as the Union and the Employer may mutually agree, provided that any disagreement shall be resolved by arbitration pursuant to this Agreement under a standard of reasonable accommodation of the Employer's business needs with the Union's needs to communicate to employees about available benefits.

4.02.

The Union may select trained Union Stewards from among the employees. Union Stewards may act as Union representatives, or may assist Union representatives in proceedings under Article 21 (Grievance and Arbitration), and the discussion with the Employer's designated representatives of questions or concerns regarding the Employer's work practices and procedures, provided that a designated Union official provides the Union Steward and the Employer's designated representative with specific written authorization permitting the Union Steward to engage in such activity. The Steward shall not engage in such activities described above on paid work time, unless the Employer's designated representative provides specific authorization to the Union Steward. No employee shall participate in meetings, discussions, or other activities with the Steward while the employee is on paid work time, unless the Employer's designated representative has agreed the employee should attend a meeting on paid work time. Stewards engaged in activities authorized by the Union shall comply with the obligations imposed upon authorized Union representatives by Article 4 of this Agreement.

4.03. Employee Information.

To permit the Union to properly and efficiently carry out its responsibilities, the Employer shall provide the following information to the Union:

(a) By the tenth (10th) day of each month, a list of all employees hired into the bargaining unit or transferred into the bargaining unit during the preceding month, including each employee's name, social security number, department, job title, home address, phone number, gender, status (full time, part time, etc.), date of hire, date of birth and ethnicity.

(b) By the tenth (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, during the preceding month including each employee's name, social security number, the reason for such termination, leave of absence or transfer and the date(s) of such personnel transactions, and the expected date of return for leaves of absence.

(c) The reports described in subsections (a) and (b) shall be sent to the Union by fax or mail or downloaded from the Company's FTP site by the Union or uploaded by the Company to the Union's FTP site or via email.

(d) 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, date of birth, date of hire and sex. Data regarding employee ethnicity will not be shared with any person, media or entity outside the Union and employee benefit funds. This report shall be in an Excel spreadsheet or in a formatted text format like .csv format, containing header information in any one of the following media:

1. Downloaded by the Union from the Company's FTP site;
2. Uploaded by the Company to the Union's FTP site;
3. Via e-mail transmission (See 4.03(c) above);
4. CD ROM.

ARTICLE 5: SALARIES AND WAGES

5.01. Weekly Payment.
Regular employees shall be paid weekly, provided that if this Employer's practice in the past has been to pay semi-monthly or bi-weekly it may continue to do so. Paychecks (other than for employees in "open" classifications) must show the number of hours paid for in that pay period, broken down by straight time and overtime hours. Records on the source and dates of gratuities included on paychecks shall be made available to the employees on request.

5.02. Gratuities.
All gratuities left by customers are the property of the employees exclusively, and no Employer or department heads not covered by this Agreement shall take any part of such gratuities or credit the same in any manner toward the payment of an employee's wages. Cash gratuities left by guests checking out of rooms shall be the property of guest room attendants unless otherwise specified by the guest in writing. Except as provided otherwise in this Agreement, employees shall not be required to divide their gratuities with any other person(s), and they shall not be coerced or discriminated against to cause them to do so. The Employer shall not post or display notices restricting gratuities; provided, however, that where the Employer has special events, sales promotions or other functions where the price charged includes gratuities, the Employer

may publish and distribute literature, brochures and tickets for same which contain a notice of statement that gratuities are included in such price, if such notice or statement specifies which classifications of employees receive the gratuities. Gratuities, regardless of the amount, signed by a registered hotel guest on the guest's individual hotel checks, or by a registered hotel guest or other customer on his individual credit card, shall be paid to the employee in cash either after the end of the shift or immediately prior the commencement of the employee's next shift, provided that, in the case of gratuities signed on a hotel check, the employee must have followed the Employer's established and published procedure for verifying that the person who signed for the gratuity is a registered hotel guest and is not exceeding his established credit limit. No employee shall solicit gratuities from other employees.

A gratuity of eighteen percent (18%) shall be paid for all parties of eight (8) or more in all full service restaurants. If a customer makes a complaint regarding poor service from a Food Server, the guaranteed gratuity as stated above, may be withheld at the discretion of management. All such complaints will be documented by management.

5.03. Terminated Employees.

Employees who are discharged and/or resign shall be paid in accordance with applicable laws:

608.020 Discharge of employee: Immediate payment. Whenever an employer discharges an employee, the wages and compensation earned and unpaid at the time of such discharge shall become due and payable immediately.

608.030 Payment of employee who resigns or quits his employment. When an employee resigns or quits his employment, the wages and compensation earned and unpaid at the time of his resignation or quitting must be paid no later than:

1. The day on which he would have regularly been paid the wages or compensation; or

2. Seven days after he resigns or quits, whichever is earlier.

608.040 Penalty for failure to pay discharged or quitting employee.

1. If an employer fails to pay:

   (a) Within 3 days after the wages or compensation of a discharged employee becomes due; or

   (b) On the day the wages or compensation is due to an employee who resigns or quits, the wages or compensation of the employee continues at the same rate from the day he resigned, quit or was discharged until paid or for 30 days, whichever is less.

2. Any employee who secretes or absents himself to avoid payment of his wages or compensation or refuses to accept them when fully tendered to him, is not entitled to receive the payment thereof for the time he secretes or absents himself to avoid payment.

5.04. Deductions and Donations.

(a) No employee shall be required to subscribe to any form of insurance or to make contributions or suffer any deductions from wages without written authorization of such employee except as may be required by law.

(b) 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. When any said deduction is permitted under the preceding sentence, then, in no event shall the deduction be delayed beyond the latter of five (5) days or the next pay check due after the employee is notified of the intent to deduct. The Employer shall notify an employee in writing immediately after its determination that a cash shortage exists for which it intends to deduct the shortage from the employee in accordance with the preceding sentence unless the matter is otherwise resolved.

5.05. Payment Over Scale.

(a) The wage rates established in this Agreement are minimum rates of pay for employees in the job classification to which those rates apply. However, it is expressly understood and agreed that the Employer may, in its sole discretion, pay any particular employee at a rate which is higher than the minimum established for the employee's classification, and may also at any time and in its sole discretion reduce the rate of pay of any such employee to, but not less than the minimum rate established in the Agreement for that employee's classification, such actions shall not be subject to the grievance and arbitration procedures set forth in Article 21. Employees who are being paid a regular rate of pay which is higher than the established minimum shall have their rates of pay increased by amounts not less than the amount of the rate for the employee's relevant classification is increased on the dates provided in this Agreement.

(b) Salaried employees in job classifications covered by this Agreement shall be covered by all the terms and provisions of this Agreement except as provided in Section 1.04. Except in "open" classifications, no new employee shall be hired on a salary.

5.06. Combination Jobs.

When an employee works for more than two hours in two or more classifications in any day, he/she shall be paid for that day at the rate of pay for the highest classification, provided that this shall not apply in cases of relief for meal and rest periods. In any interpretation of this collective bargaining agreement, Article 16 shall control over Section 5.06. An employee shall suffer no reduction in pay as a result of being assigned to a lower rated classification under the provisions of this Section.

Notwithstanding the provisions of this Section, employees classified as change persons and/or as carousel attendants may work as booth cashiers for up to two (2) hours per shift and shall be paid the rate of pay for the higher classification only for the hours actually worked. However, if such

work exceeds two (2) hours per shift, the employee shall receive the higher rate of pay for the entire shift as provided in this Section.

5.07. Equal Pay.
The wage scales set forth in Exhibit 1 shall apply equally to male and female employees covered by this Agreement.

5.08. Occasional Work Outside Job Classification.
Both the Union and the Employer agree that providing guests with excellent service is the primary objective of all employees. Employees shall normally perform the work customarily performed by their job classification. However, nothing in this Agreement shall be construed as limiting the right of the Employer to assign occasional work outside of their job classification to any employee in order to ensure the proper and orderly conduct of hotel operations.

ARTICLE 6: DISCIPLINE

6.01. Cause for Discharge.
(a) No regular employee or steady extra, after having completed the probationary period under Section 20.01, shall be discharged except for just cause except as provided for in 10.07(a). Prior to any discharge for reasons other than dishonesty, willful misconduct, drunkenness, drinking on the job, being under the influence of a controlled substance on duty, unlawful possession of a controlled substance, or using a controlled substance at any time on the Employer's premises, unlawful sale of a controlled substance, refusing to submit to testing for drug or alcohol usage in accordance with the provisions of Section 6.01(b) of this Agreement, participation in a slowdown, work stoppage or strike in violation of this Agreement, serious improper behavior or discourtesy toward a customer or guest, insubordination, failure to report for work without just cause, or walking off the job during a shift, such an employee must be given a written warning and a reasonable opportunity to correct the deficiency. The above provisions relating to controlled substances will not apply to medicine lawfully prescribed for the employee using the stance by a licensed physician and used in accordance with the prescription. Upon the discharge or suspension of any employee for reasons other than dishonesty, the reason therefore shall be given to the employee in writing, and a legible copy thereof shall be mailed or given to the Union within seventy-two (72) hours after the discharge or suspension. When an employee is discharged or suspended for willful misconduct, the notice shall contain the specific conduct or offense deemed by the Employer to constitute willful misconduct. Upon request by the Union, legible copies of all documents relied upon by the Employer in making the discharge or suspension, including copies of any written complaints or reports concerning the employee, either by a customer, an outside agency, or by the Employer's own employees, and copies of any relevant cash register tapes, shall be furnished to the Union within three (3) working days after such request. The names and addresses of customers who make written complaints against an employee shall be furnished to the Union on request if such are relied on by the Employer as a basis for discharge or suspension of the Employee. An employee may not be discharged solely on the basis of verbal complaints by customers. The Union shall furnish the Employer with copies of its inquiry to guests and the guests' responses to any Union inquiry within seventy-two (72) hours of receipt. Copies of videotapes shall also be provided upon request, provided the

Employer has the copying capability and if the Union pays the reasonable costs for furnishing the copy.

(b) Where there is reasonable cause to believe that an employee is under the influence of alcohol or a controlled substance, or if there is evidence that an employee has directly contributed to an accident that causes property damage or personal injury to the employee or to any other person, such as unusual conduct or a pattern of injuries, the employee, after being notified of the contents of this subsection, must consent to an immediate physical examination at an independent medical facility or suffer the penalty of discharge. The foregoing provision shall not be interpreted to require consent to post-accident testing if, at the time consent is requested, circumstances known to management establish that the accident was caused solely by a reason unrelated to the employee being under the influence.

The Employer shall pay for the cost of the examination, and the employee shall be paid for all time required for the examination. A blood alcohol level at or in excess of the current level allowed by law provides an absolute presumption that an employee is under the influence of alcohol. A positive *gc/ms blood* test result for a controlled substance provides an absolute presumption that an employee *is* under the influence of the identified controlled substance.

(c) Employees with less than three (3) years' service, and Bell Captains regardless of years of service, may be offered before, after or at any time during the grievance process two (2) months' pay including the higher of declared or assigned tips in lieu of processing a grievance and arbitrating the discharge. In the event the Employee declines this offer when made by the Employer, the Union will not arbitrate the discharge unless it objectively determines that, in its judgment, the discharge constituted a flagrant miscarriage of justice. In the event a positive determination is made, and the Union processes the discharge to arbitration, the arbitration procedure to be used, *i.e.*, either type of expedited procedure or the regular arbitration procedure, shall be determined by the Employer notwithstanding the provisions of Section 21.03(2)(a).

6.02. Warning Notices.

Warning notices issued to employees must specify the events or actions for which the warning is issued. Warning notices shall be issued to employees as soon as possible after the Employer is aware of the event or action for which the warning notice is issued and has a reasonable period of time to investigate the matter; but in any event, warning notices shall be issued as close to the end of the employee's shift as possible. A legible copy of any written warning notice issued to employees shall be mailed or given to the Union within seventy-two (72) hours after its issuance by the Employer.

Upon request by the Union, legible copies of all documents relied upon by the Employer in issuing the warning notice, including copies of any written complaints or reports concerning the employee, either by a customer, an outside agency, or by the Employer's own employees, and copies of any relevant cash register tapes, shall be furnished to the Union within three (3) working days after such request. The names and addresses of customers who make written complaints against an employee shall be furnished to the Union on request if such are relied on by the Employer as a basis for the warning notice. An employee may not be issued a warning notice solely on the basis of verbal complaints by customers. Warning notices, written customer

complaints and reports of outside agencies or of the Employer's own security force concerning conduct of an employee shall become null and void one (1) year after the date of issuance an may not thereafter be used as a basis for or in support of any subsequent discharge or disciplinary action.

6.03. Time of Discharge.
Except as provided in Section 7.02, no employee shall be discharged on his/her day off or while on vacation or leave of absence.

6.04. Final Written Warning.
No employee shall be given a final written warning or laid off or have his/her shift, station or days off changed for discriminatory reasons, or for disciplinary purposes unless a prior written warning has been given the employee except where the final written warning is for one of the enumerated causes for discharge. An employee may not be given a final written warning solely on the basis of verbal complaints by customers. Final written warnings shall become null and void one (1) year 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.

6.05. Mitigation of Damages.
Any employee covered by this Agreement who is discharged by the Employer and who disputes his/her discharge was for just cause shall have an affirmative duty to mitigate any potential damages which might result to the Employer in the event the discharge involved is subject to Article 21 – Grievance and Arbitration and an arbitrator overrules the discharge. In any dispute over the amount of back pay due to an employee under an arbitration award, the arbitrator shall have no authority to award any back pay to that employee unless that employee or the Union has affirmatively proven by a preponderance of the evidence that the employee has fulfilled his/her duty to mitigate damages at all times since his/her discharge.

ARTICLE 7: REPORTING PAY

7.01. Reasons for Payment.
(a) Reporting Pay. When the Employer orders an employee to report for work, or fails to notify an employee not to report for work as previously scheduled, for any reason, and the employee is not allowed to work the Employer shall pay the employee for the entire shift at his regular rate of pay.

(b) Early Dismissal Pay. An employee who is directed to leave work prior to the end of his regular scheduled shift for non-disciplinary reasons shall be paid for the entire shift at his regular rate of pay; provided however, that where an employee is sent home after commencing work because the Employer cannot present scheduled entertainment due to bona fide illness or disability of the entertainer or entertainers to perform, the employee shall be paid for the hours actually worked or four (4) hours, whichever is greater. This provision excludes tipped employees.

(c) Early Release Pay. An employee who leaves work voluntarily at his own request before the end of his regularly scheduled shift shall be paid only for the hours he actually worked, at his regular rate of pay.

7.02. Discharged Employees.
Employees who are discharged must be notified not later than the end of their shift, except in cases of discharge for dishonesty discovered by the Employer after the end of the shift. If this is not done and the employee reports for work on his next regularly scheduled shift and is not allowed to work, he shall be paid for the scheduled shift.

ARTICLE 8: DISCRIMINATION AND LIE DETECTOR TESTS

8.01. Prohibited Discrimination.
There shall be no discrimination by the Employer or the Union against any employee because of membership or non-membership in, or activity on behalf of the Union, provided that an employee's Union activities shall not interfere with the performance of his work for the Employer. In accordance with applicable laws, there shall be no discrimination against any employee with respect to compensation, terms, conditions, privileges or opportunities for employment because of race, color, religion, sex, age, national origin, disability or choice of sexual partner.

8.02. Lie Detector Tests Prohibited.
No employee shall be required or requested by the Employer to take a lie detector test.

8.03. Confessions or Statements.
No employee shall be required, requested or coerced by the Employer or by any representative of the Employer to resign, or to sign a confession or statement concerning his/her conduct unless a Union representative is present where the employee so requests.

8.04. Bondable Status.
In accordance with the Employer's present practice, employees who regularly, in the course of their employment, are required to handle money or negotiable instruments may be required to maintain bondable status as a condition of employment.

ARTICLE 9: WORK SHIFTS, WORKWEEK AND OVERTIME

9.01. Shift and Weekly Overtime.
For the purposes of this Article, eight (8) hours shall constitute a work day and a full shift for employees scheduled for five (5) day workweeks, and ten (10) hours shall constitute a workday and full shift for employees scheduled for four (4) day workweeks. Six (6) hours or less shall constitute short shift.

As used in this Article, the term "workweek" means five (5) consecutive days of work consisting of either full or short shifts or four (4) consecutive days of work scheduled for ten (10) hour shifts.

All work performed in excess of eight (8) hours (or ten (10) if applicable) on one (1) workday, as defined above, or in excess of forty (40) hours in one (1) workweek, as defined above, shall constitute overtime and shall be paid at time and one-half (1-½X) the employee's straight time hourly rate of pay, except that work performed on an employee's sixth (6th) and seventh (7th) consecutive days of work shall be paid at one and one-half (1-½X) and two and one-half (2-½X) times the employee's straight time rate of pay respectively. For banquet employees, overtime is due only if the employee works in excess of eight (8) hours on one work day on a single job.

Overtime shall not be paid under this Section for more than one reason for the same hours worked. Holidays not worked and paid at the straight time rate under Section 12.02(a) below, shall be considered in calculating weekly overtime if such holiday occurs on a regularly scheduled workday of the employee, and such a holiday shall also be considered as a shift worked for the purposes of Section 9.03(a) below.

Ten (10) hour shifts may be scheduled for employees in all classifications, except for Cooks and Miscellaneous Kitchen Help and Housekeeping classifications who may voluntarily agree to be scheduled for ten (10) hour shifts. All work performed by an employee with a ten (10) hour shift on that employee's fifth (5th) consecutive day of work will be paid at time and one-half (1-½X), on that employee's sixth (6th) consecutive day of work will be paid at two times (2X), and on that employee's seventh (7th) consecutive day of work will be paid at two and one-half (2-½X) the employee's straight-time hourly rate of pay respectively.

9.02. Days Off.

Days off shall be consecutive and an employee may not be required to work on his scheduled days off. If an employee does work on one or both of his scheduled days off, his appropriate rate of pay shall be determined in accordance with the provisions of Section 9.01.

9.03. Guaranteed Work.

(a) Regular and relief employees who are scheduled and report for work at the beginning of their workweek shall be guaranteed pay for the following number of shifts for which they are scheduled in that workweek.

(b) 1. Not less than five (5) full shifts or four (4) ten (10) hour shifts if applicable as defined in Section 9.01 for:

KITCHEN SERVICE CLASSIFICATIONS except when washing dishes for banquets and private parties;

FOOD SERVICE CLASSIFICATIONS except Captains assigned to showrooms, Cashier/Host Persons, all Server classifications and all Bus Persons;

CASINO SERVICE CLASSIFICATIONS Booth Cashiers, Change Persons, Carousel Attendants;

CLEANING SERVICE CLASSIFICATIONS;

BEVERAGE SERVICE CLASSIFICATIONS except Bartenders assigned to banquets and BARTENDERS serving hospitalities, cocktail parties and bars for Specialty/Gourmet Rooms where the room is only open four (4) days per week, Bartenders assigned to service bars in showrooms in which there is only one (1) show per night;

BELL SERVICE CLASSIFICATIONS except Bellhops assigned to handle baggage.

2. Not less than five (5) full or four (4) ten (10) hour shifts if applicable, or short shifts as defined in Section 9.01, for Cashier/Host Persons, for Bellhops assigned to handle baggage, for all Server Classifications except Servers assigned to showrooms and specialty/gourmet rooms where the room is open only four (4) days, and for all Bus Person classifications except Bus Persons assigned to showrooms and specialty/gourmet rooms when the room is open only four (4) days.

3. Not less than four (4) shifts of at least six (6) hours for Servers and Bus Persons in showrooms, not less than four (4) shifts of at least six (6) hours for Servers and Bus Persons in specialty/gourmet rooms where the room is open four (4) days per week and Cocktail Servers assigned to such rooms. Not less than four (4) shifts of at least six (6) hours for Captains assigned to showrooms. Not less than four (4) shifts of eight (8) hours for Bartenders assigned to specialty/gourmet rooms where the room is only open four (4) days per week. Where there is only one (1) show per night, then the guarantee will be five (5) shifts of at least six (6) hours for Bartenders assigned to service bars in Showrooms. Available work in excess of twenty-four (24) hours per week in the showroom shall be distributed equitably among Servers, Bus Persons and Captains.

(c) However notwithstanding the above provisions, the weekly guarantee shall not apply to the following situations:

1. The first week of employment including the first week of active employment upon return from absence from work or layoff.

2. The week in which an employee begins his vacation or other absence from the job if said vacation or absence does not begin at the end of the employee's scheduled workweek.

3. The week in which an employee ends his vacation or other absence from the job if the employee does not return to work at the beginning of his scheduled workweek.

4. Shift changes brought about by senior employees bidding in accordance with Section 20.04.

5. The first and last week of employment for employees hired to provide relief for vacations or other absences from the job.

6. Where the Employer, Union and the employee have mutually agreed that the employee would be scheduled for work less than the contractually provided for workweek and/or shift.

7. When the Employer's establishment or any part thereof is closed as a result of an Act of God, fire or failure of an entertainer to perform.

8. When the Employer closes any part of its establishment for any reason other than those stated in paragraph 7 and notice thereof is given to affected employees at least two (2) weeks in advance.

(d) Employees called to work on their sixth (6th) or seventh (7th) consecutive days in a workweek or on any of the holidays listed in Section 12.01 shall be guaranteed a full or short shift on such days, depending on whether they are regularly assigned to a full or short shift, at the applicable rate of pay.

9.04. Single Shift.
No employee shall be required to work more than one (1) shift in any one (1) calendar day. This shall not prohibit the performance of overtime work consecutive with the employee's regular shift; provided that if an employee works more than four (4) hours of such overtime, all overtime in excess of four (4) hours shall be paid for a double (2X) his straight-time rate. Except for relief employees and emergencies, all regular employees shall be allowed a minimum of fourteen (14) hours off duty between the end of one (1) shift and the commencement of the next shift. Relief employees shall be allowed at least eight (8) hours off duty. Except in emergencies, the voluntary return to work of Bellhops or Porters, (where the employee and the Union agree), or when an employee's shift schedule is changed or he is transferred to a different shift under Section 20.04(b), all work performed by a regular employee within fourteen (14) hours from the end of his last shift shall be paid at the rate of time and one-half (1-½X) his straight time hourly rate of pay. All work performed by relief employees, Bellhops and all Porter classifications within eight (8) hours from the end of his last shift shall be paid at the rate of time and one-half (1-½X) his straight time hourly rate.

9.05. Split Shift.
Split shifts shall be allowed only for Food Servers and Bus Persons. The split shift shall be eight (8) hours within eleven (11) hours, with one (1) split. Any employee working a split shift shall receive two dollars ($2.00) per shift in addition to the regular rate of pay.

9.06. Posting.
The Employer shall post each week, in a conspicuous place in each department available to Union representatives, a work schedule showing the first and last name and classification of each employee, and specifying days off and starting and finishing time. When employees not originally scheduled to work during any week are later called into work during that week, their names, classifications and seniority dates shall be added to the posted work schedule not later than the end of the first shift they work. Social security numbers will be provided to the Union upon request.

Showroom work schedules shall remain posted for four (4) consecutive weeks. At least seventy-two (72) hours' notice must be given to employees whose scheduled days off are to be changed. An employee whose shift starting time is to be changed for his next scheduled shift must be so notified in person before leaving work on his prior shift. No employee shall be required to call in or stand by for call. Shifts may not be rotated.

ARTICLE 10: RELIEF, STEADY EXTRA AND EXTRA EMPLOYEES

10.01. Regular Employee.
A regular employee is an employee carried on the Employer's regular payroll who has been hired to work not less than the number of full or short shifts guaranteed for his particular classification under Section 9.03 hereof.

10.02. Relief Employee.
A relief employee is a regular full-time employee who usually, but not always, works varied shifts to relieve other regular employees on the latter's days off. Relief employees shall be covered by all the provisions of this Agreement.

10.03. Extra Employee.
An extra employee, as distinguished from a steady extra, is a temporary or part-time employee who is hired for pre-designated shifts to perform work in addition to or as vacation or temporary absence replacement for regular and relief employees already employed by the Employer. The pre-designated period may be extended where the replacement of supplemental period is extended upon agreement with the Union. Such agreement by the Union will not be unreasonably withheld.

In cases where an extra employee becomes a steady extra employee in accordance with Section 10.07(c), said employee' seniority date shall commence from the date he completes his fiftieth (50th) shift as an extra, but said employee shall not thereafter have to complete any probationary period as defined by Section 20.01. Extra employees shall not be covered by Articles 6, 11, 13, 20 nor by Sections 9.03, 12.02(a), 16.13 and 24.02.

10.04. Steady Extra Employee.
A steady extra employee is a temporary or part-time employee assigned to the Extra Board who is carried on the Employer's regular payroll and who may be called by the Employer to perform work in addition to, or as vacation or temporary absence replacement for regular employees. However, steady extra employees are not intended to be used in lieu of scheduling regular employees where business justifies a regular employee.

10.05. Extra Work Premium.
A steady extra or an extra employee who works less than five (5) shifts in workweek shall be paid three ($3.00) dollars per full shift, or one dollar and fifty cents ($1.50) per short shift in addition to his regular shift wage for each shift worked, provided that he works all shifts offered in that workweek.

10.06. Steady Extra Board.

The Employer shall have the right to establish a Steady Extra Board consisting of steady extra employees who, in the first instance, must have been referred to the Employer in accordance with the provisions of Article 2 of this Agreement but who, thereafter, may be called to work by the Employer as needed. The number of steady extra employees who may be carried on the Employer's Steady Extra Board shall not exceed one (1) or ten percent (10%) of all tipped classifications, whichever is greater or one (1) or five percent (5%) of all non-tipped classifications, whichever is greater. The average number of regular employees employed shall be determined on the basis of employment during the prior quarter. The Employer shall provide the Union with a list of extra and steady extra employees and shall update the list quarterly. For purposes of computing the percentages of steady extra employees to be utilized, an employee who has worked both as a regular employee and a steady extra employee in the same quarter shall not be counted.

10.07. Conditions Applicable to Steady Extra Board Personnel.

(a) Employees carried on the Steady Extra Board shall be covered by all the terms of this Agreement, except that the following provisions shall not be applicable to such employees: Sections 9.03, 12.02(a), 13.01(h) and Article 20, provided that Article 6 and Article 13 (except for Article 13(a)) are not applicable to post-probationary employees who have worked less than fifty (50) shifts in the preceding six (6) consecutive month period. Article 21 shall not be applicable to claims asserted under the above specified provisions of the Agreement. Vacation pay under Article 11 shall be prorated on the basis of time actually worked for the Employer by such employees. In addition to the provisions of Article 6, an employee on the Steady Extra Board may be terminated without recourse to Article 21 because he fails, refuses, or is unavailable to work more than twenty-five percent (25%) of the shifts made available to him/her in any sixty (60) day period.

Except as provided in Section 20.03, and provided they are otherwise qualified to perform satisfactorily the work to be done, Steady Extra Board employees shall be offered all steady extra work in the order of their seniority as amongst themselves before extra employees are hired.

(b) The Employer shall offer to steady extra employees in a classification, in accordance with their steady extra classification seniority, the first two out of every three permanent vacancies in that classification, after regular employees in that classification have exhausted their rights under Section 20.04(b) of this Agreement. Every third such vacancy will be available for promotion as provided in Section 20.04(a) of this Agreement.

Steady Extra employees will have the same rights as other employees to bid for promotions using house seniority from original date of hire (20.04(a)).

Steady Extra Board employees who become regular or relief employees shall not be required to serve a new probationary period provided that the transfer is within the same classification.

If a Steady Extra becomes a regular or relief employee, their classification seniority shall date from most recent date of transfer into their present classification on a full-time basis, and house seniority shall date from original date of hire.

(c) Extras who work fifty (50) shifts in the same classification for one (1) employer in any twelve (12) month period, shall at that time either become a Steady Extra, in that classification, if there is a Steady Extra position available at that time, within the contractual limitations on the number of Steady Extras or if not be offered the next available Steady Extra position in that classification, and in the meantime may continue to work as an Extra.

An Extra who becomes a Steady Extra under this provision shall not be required to serve a second probationary period.

If an Extra refuses an available Steady Extra position, they shall lose their rights to that position, but may earn a new right by working an additional fifty (50) shifts. However, they may continue to work as an Extra. These rights do not apply to banquet extras.

ARTICLE 11: VACATIONS

11.01. Amount of Vacation.
After one (1) year of continuous service with the Employer, without a break in employment, and on each annual anniversary date thereafter of this continuous employment with the Employer, an employee shall become entitled to a paid vacation in accordance with the following schedule:

Years of Continuous Service with the Employer	Amount of Paid Vacation
1 year	1 week
2 years	2 weeks
6 years	3 weeks
12 years	4 weeks

11.02. Break in Employment.
A change in ownership of the Employer shall not break an employee's continuity of service for the purpose of vacation eligibility. Except as provided otherwise in Section 20.05, time absent from work while on authorized leave of absence or while on layoff shall not break an employee's continuity of service.

Neither time absent from work while on authorized leave of absence nor while on layoff shall change an employee's anniversary date. Time absent from work while on authorized leave of absence or while on layoff shall be counted as months and years of continuous service in computing the number of weeks of paid vacation due and for all purposes of vacation eligibility. Provided, however, that the amount of paid vacation due an employee in a particular anniversary year will be reduced on a pro-rate basis to reflect any time absent from work due to leave of absence or layoff in excess of a total of thirty (30) days, whether consecutive or not, during the twelve (12) months immediately preceding the employee's anniversary date.

11.03. Time of Taking Vacation.
Vacations are due on the employee's anniversary date of employment as set forth above and shall be granted at such time if the employee makes a written request therefore at least thirty (30) days prior to his anniversary date. If an employee does not so request his vacation, the Employer may assign

the vacation for a period within three (3) months of the employee's anniversary date of employment; and under such circumstances the employee shall be given at least thirty (30) days' advance notice by the Employer of the vacation period.

Employees with children who attend elementary or high school shall be granted their vacation, if eligible, during the school vacation period upon thirty (30) days' advance written application to the Employer. As an exception to the foregoing provisions of this Section, showroom employees shall have the option of taking their vacations when the showroom is closed for remodeling or renovation. Subject to the above provisions of this Section, preference for vacation periods shall be based on the seniority of the employees entitled to vacations, provided that the Employer shall have the right to schedule vacations of employees requesting the same vacation period so as not to interfere with the orderly, efficient and productive operation of the hotel-casino. The Employer may not deny an employee a requested vacation period under the preceding sentence if the Union can furnish a qualified replacement employee for the requested vacation period.

An employee entitled to four (4) weeks vacation may split his vacation into two (2) segments of two (2) weeks each. An employee entitled to two (2) or more weeks of vacation may split his/her vacation time into segments of one (1) week each. Upon their request, employees in classifications covered by the IRS tip compliance program, and Banquet employees, regardless whether an individual employee participates in the program, shall be paid vacation pay in lieu of actual vacation time taken for earned vacation in excess of two weeks. An employee must take all vacation time before the end of the anniversary year following the anniversary year in which the vacation is earned. The Employer may at any time during the term of this Agreement design and propose to the Union a Paid Time Off program under which employees would have greater flexibility in the use of their accrued vacation and holiday time off, which the Union will discuss in a good faith effort to reach agreement.

11.04. Vacation Pay.

(a) Vacations must be taken as paid time off, and no employee shall be allowed to work for the Employer during his vacation. Vacation pay shall be computed on the basis of the employee's current rate of pay, or at the rate of pay of the classification in which the employee worked the majority of his preceding anniversary year, whichever is greater; provided however, that if an employee is regularly scheduled to work in two (2) or more classifications with different rates of pay, his vacation pay shall be computed on a prorated basis based on the respective period of time that he worked in the different classifications in his preceding anniversary year. Vacation pay shall be paid by separate check immediately prior to the commencement of his vacation. If any holidays specified in Section 12.01 occur during an employee's vacation, he shall receive an additional day's pay for each such holiday. Vacation pay shall be paid only at the time of vacation. At an employee's request, prorated vacation pay shall be paid at the time of the layoff, provided the employee is entitled to at least five (5) days vacation pay.

(b) Vacation pay for employees working short shifts shall be computed as follows:

1. Employees who are regularly scheduled to work a short shift of four (4) hours per day shall be paid a vacation based upon four (4) hours pay per day.

2. Employees who are regularly scheduled to work a short shift of six (6) hours per day shall be paid a vacation based upon six (6) hours pay per day.

3. Employees who are regularly scheduled to work four (4) and six (6) hours short shifts interchangeably shall be paid a vacation based on six (6) hours pay per day.

4. Employees who are regularly scheduled to work four (4) and eight (8) hour shifts interchangeably, or four (4) and six (6) and eight (8) hours shifts interchangeably, shall be paid a vacation based on eight (8) hours pay per day.

(c) Employees may request vacation time in increments of one (1) day at a time. Vacation pay shall continue to be paid by separate check immediately prior to the commencement of vacation. However, in the case of vacation time taken on a per diem basis, vacation pay, for up to and including four (4) consecutive days taken, shall be paid on the next regularly scheduled date, for the payroll cycle in question.

11.05. Prorated Vacations.

After an employee has at least one (1) year of continuous service with the Employer, he shall be entitled to prorated vacation pay upon termination of employment. For an employee having at least one (1), but less than five (5) years of continuous service at the time of termination, the prorated amount of vacation pay shall be one-sixth (1/6) of a week's vacation pay for each one (1) month of service since his employment by the Employer. For an employee having at least five (5), but less than eleven (11) years of continuous service at the time of termination, the prorated amount of vacation pay shall be one-fourth (1/4) of a week's vacation pay for each one (1) month of service since his last previous anniversary date of employment. For an employee having eleven (11) years or more of continuous service at the time of termination, the prorated amount of vacation pay shall be one-third (1/3) of a week's vacation pay for each one (1) month of service since his last previous anniversary date of employment.

ARTICLE 12: HOLIDAYS

12.01. Recognized Holidays.

The following days shall be recognized as holidays under this agreement:

Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Nevada Day	October 31st
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th
One (1) Floating Holiday	(Provided the employee has worked New Years Day if it was a regularly scheduled work day for that employee)

If an employee selects Martin Luther King Day as a floating holiday, management approval will not be unreasonable withheld.

The Employer may at any time during the term of this Agreement design and propose to the Union a Paid Time Off program under which employees would have greater flexibility in the use of their accrued vacation and holiday time off, which the Union will discuss in a good faith effort to reach agreement.

12.02. Holiday Pay.

(a) Regular and relief employees shall be paid one (1) day's pay (based on their regularly scheduled number of shift hours) at their straight-time hourly rate of pay for each holiday as set forth in Section 12.01 on which they perform no work.

(b) Except as provided otherwise in paragraph (c) of this Section, employees who work on any of the holidays set forth in Section 12.01 shall be paid double (2X) their straight-time hourly rate of pay for such work.

(c) Any work performed by an employee on one of the holidays set forth in Section 12.01 which would otherwise constitute overtime as defined in Section 9.01 shall be compensated for at two and one-half (2-½X) times the employee's straight time rate of pay.

12.03. Failure to Report.

An employee scheduled by the Employer to work on a particular holiday who fails to report for such scheduled work shall not receive holiday pay for that holiday.

If an employee has two (2) or more absences before and/or after a holiday, that employee may be required to provide documentation justifying the absence. In the absence of the requested documentation or a failure to present sufficient justification, holiday pay may be refused.

ARTICLE 13: LEAVE OF ABSENCE

13.01. Reasons for Leaves of Absence.

(a) Leaves of absence without pay for a bona fide illness or industrial injury compensable under the Nevada Industrial Insurance Act shall be granted for the period of time that a treating physician certifies that the employee is unable to perform his/her regular job duties.

(b) Leaves of absence without pay for a bona fide medical condition or serious health conditions not compensable under the EICON shall be granted for periods not to exceed six (6) months total during any twelve (12) month period except that an employee on a leave of absence under this subsection because of pregnancy related medical condition may supplement the six (6) month leave provided here with a borrowing of part of the leave to which the employee would become entitled under subsection 13.01(d) after birth of an employee's child, whether or not covered under the Family Medical Leave Act. No more than the minimum contributions for twelve (12) weeks to the Health and Welfare Fund will be made by the Employer in any one leave or combination of leaves.

(c) Leaves of absence without pay shall also be granted for reasonable periods for death or serious health condition in the employee's immediate family (spouse, child, parent, grand-parent, brother or sister). As soon as possible, the employee shall provide, upon request, all proof or information available as to the need for such a leave.

(d) Leaves of absence without pay for a period of up to twelve (12) months shall be granted for the birth and caring of employee's children or for placement of a child with employee for adoption or foster care provided that: 1) the employee shall be entitled to a minimum of twelve (12) weeks during any twelve (12) month period; 2) the leave ends when the child is one (1) year old or earlier; and 3) proof of the child's birth, adoption or foster care is presented.

(e) Leaves of absence without pay may be granted by the Employer for other reasons and for periods mutually agreed upon between the Employer and the employee.

(f) Leaves of absence without pay or benefits shall be granted up to four (4) employees at a time, not from the same department and for no more than one-year (unless a longer time is agreed upon by the Employer, the Union and the employee), for the purpose of accepting employment with the Union, provided that the employee on leave shall not be assigned by the Union to perform services on its behalf which involve (a) the Employer who has granted the leave, (b) that Employer's employees, or (c) visiting that Employer's premises.

(g) Leaves of absence shall be granted in writing and a copy forwarded to the Union; provided, however, that no employee shall lose any rights as provided in this Section by reason of the Employer's failure to grant a written leave of absence.

(h) Upon return of an employee from a leave of absence provided in this Section, the employee shall be returned to his/her regular job classification, shift and, if applicable, station (or station rotation) on the day the employee is to return to work. Such employee on a leave of indefinite duration shall be returned to work within five days of the employee's notification to the Employer of his/her availability to return or, if the leave is under Section 13.01(a) or (b), within five days of receipt by the Employer of the treating physician's certification that the employee can return.

(i) The Employer shall continue to make contributions for twelve (12) weeks to the Health and Welfare Fund under Article 25 for an employee who is on leave of absence because of a serious health condition, or to care for a spouse, child or parent who has a serious health condition, or for the birth or caring of a child or the placement of a child with employee for adoption or foster care whether or not covered under the Family Medical Leave Act. No more than the minimum contributions for twelve (12) weeks to the Health and Welfare Fund will be made by the Employer in any one leave or combination of leaves. The twelve (12) week period will begin on the date the leave of absence begins. The contributions required under this provision shall be made at the minimum level necessary under the Health and Welfare Plan to maintain existing benefits under the Plan. Leaves of absence shall not be granted for the purpose of taking outside employment, except as provided in Subsection (f). Any employee on leave of absence who engages in new outside employment or expands the scope of current outside

employment or actively works at current outside employment in conflict with his/her serious health condition shall have his/her employment with the Employer terminated immediately.

(j) The provisions of Section 13.01(b) through Section 13.01(i) do not apply to any employee who has not completed their initial probationary period of fifty (50) shifts in the preceding six consecutive month period.

13.02. Leaves Due to Industrial Illness or Injury.
An employee granted a leave of absence as a result of an industrial injury or illness shall be returned to work on the same shift and, if applicable, station (or station rotation) in the employee's regular job classification without loss of seniority, upon written certification by the treating physician that the employee is able to perform such work.

13.03. Leaves of Absence for Medical Disability Not Covered by the Family and Medical Leave Act (FMLA).
An employee absent five (5) or more days due to medical disability, whether or not compensable under the terms of the Employer's Insurance Company of Nevada, shall, upon request, present a release from his/her treating physician stating that he/she is physically able to perform the duties of his/her former position. However, if the absence exceeded twenty (20) days, the Employer may also promptly require the employee to be examined by a doctor selected by the Employer, other than the one employed by or regularly retained by the Employer. Such examination shall be paid for by the Employer. If there is a dispute or conflict between the employee's treating physician and the physician selected by the Employer as to the physical ability of the employee to return to work and perform the duties of his/her former position, the dispute or conflict shall be resolved by arbitration provided for under Section 21.02(d). Employees absent due to illness or injury shall advise their Employer as to their expected date of return to work, and of any changes therein, but shall not be required to call or advise their Employer daily. If the employee neglects to advise the Employer when he/she calls in as to his/her expected date of return, the Employer's representative will inquire as to the employee's expected date of return. If an employee requires leave longer than that which was originally anticipated, an employee must provide reasonable notice of the need for more leave, typically at least two business days, and the employer may require information on the changed circumstances.

13.04. Relationship to Family and Medical Leave Act.
Where other sections of this Article provide rights greater than those provided for under the Family and Medical Leave Act (FMLA), those other sections govern. Where FMLA provides rights greater than those provided in other sections of this Article, FMLA governs. The rights provided in other sections of this Article shall not be added to those provided by FMLA to produce greater rights than an employee would have under either those other sections or FMLA standing alone; there shall be no duplication of rights. Where FMLA governs instead of other sections of the Article, all of the requirements for a leave under FMLA must be met by the employee. Where other sections of this Article govern, only the requirements set forth in those other sections, and not those in FMLA, must be met by the employee.

The following requirements shall apply to leaves of absences which are available only under the FMLA:

(a) Eligibility for Leave. Employees are eligible for leave under the FMLA if they have worked at least 1,250 hours during the twelve (12) months prior to the requested leaves of absence.

(b) Conditions for Leave.

(1) An employee must provide the Employer with thirty (30) days advance notice for any leaves of absence that are foreseeable. If thirty (30) days notice is not given, the Employer has the right to delay the requested leave for thirty (30) days from the date notice is given. If leave is not foreseeable, employees must give as much notice as is practical, generally within one or two business days of when the need for the leave becomes known.

(2) The employee must provide the Employer with a medical certification from a health care provider (within the meaning of the FMLA) for any leaves of absence for a serious health condition of the employee, or to care for the serious health condition of the employee's spouse, child or parent. The certification shall state the date on which the serious health condition commenced; the probable duration of the condition; appropriate medical facts about the condition; a statement that the employee is needed to care for the spouse, child or parent, if applicable; and a statement that the employee is unable to perform the functions of the position, if applicable.

(3) Extensions to FMLA leave may be granted but may not exceed a total of twelve (12) weeks per employee per twelve (12) month period. Extensions must be requested prior to the approved return-to-work-date, and must include recertification of the reason or need to extend the leave and an adjusted return-to-work date.

(4) An employee may substitute paid leave for FMLA unpaid leave by using already earned paid vacation leave. The period of FMLA leave may not exceed twelve (12) weeks.

(5) When both spouses are employed by the Employer, they may take only a combined total of twelve (12) weeks of FMLA leave during any twelve (12) month period for leaves taken for the birth or placement of a child, or to care for a parent with a serious health condition.

(6) Any employee benefit accrued or earned prior to the date of the FMLA leave will not be lost as a result of the leave.

(c) Leaves of Absence for Medical Disability Covered by the Family and Medical Leave Act (FMLA).

(1) An employee absent five (5) or more days for a leave of absence covered by the FMLA because of his or her own serious health condition (or bona fide medical disability) whether or not compensable under the terms of the Nevada Industrial

Insurance Act shall, upon request present a release from his/her treating physician stating that the employee is physically able to perform the duties of his/her former position. However, the Employer may also promptly require the employee to be examined by a health care provider (within the meaning of the Family and Medical Leave Act) selected by the Employer, other than the one employed by or regularly retained by the Employer. Such examination shall be paid for by the Employer. If there is a dispute or conflict between the employee's treating health care provider and the health care provider selected by the Employer as to the physical ability of the employee to return to work and perform the duties of his/her former position, the dispute or conflict shall be resolved by a third medical opinion by a health care provider agreed upon by the employee's and Employer's health care providers.

(2) Employees absent due to illness or injury shall advise their Employer as to their expected date of return to work, and of any changes therein, but shall not be required to call or advise their Employer daily. If the employee neglects to advise the Employer when he/she calls in as to his/her expected date of return, the Employer's representative will inquire as to the employee's expected date of return.

(d) Return from Leave of Absence. Upon return from a leave of absence, the employee shall be returned in accordance with Section 13.01(h) except that the employee shall be returned to work within a reasonable time (in accordance with the law) and that the employee has no greater right to job restoration or to any other benefits and conditions of employment than if the employee had been continuously employed throughout the leave period.

13.05. Light Duty.

(a) During the time that an employee's bona fide illness or injury compensable under the Nevada Industrial Insurance Act preludes him/her from performing the duties of his/her classification, the Employer reserves the right to assign him/her light duty work which is either covered by or outside the scope of this Agreement. If the bargaining unit employee rejects the assignment to perform light duty work (or accepts such work and then quits), whether within or outside the bargaining unit, the employee shall be disqualified for benefits under the Nevada Industrial Insurance Act. However, if the bargaining unit employee rejects the assignment to perform light duty work (or accepts such work and then quits), the bargaining unit employee shall not otherwise be subject to discipline and shall continue to be entitled to leave for which the employee is eligible under Section 13.01(a) of this Agreement.

(b) (1) If the light duty assignment is to work outside the scope of this Agreement, none of the terms of this Agreement shall apply to the employee including, but not limited to, Articles 6, 9, and 21. However, when the Employer states, when issuing any discipline, that it desires the discipline to be effective with respect to the bargaining unit position (when and if the employee recovers sufficiently to return to the bargaining unit job), the employee shall have the right to grieve the discipline under Articles 6 and 21 of this Agreement.

(2) Notwithstanding the provisions of Section 13.05(b)(1), the Employer agrees to make hourly contributions to the HEREIU Welfare Fund on behalf of the employee

performing light duty non-bargaining unit work at the applicable hourly rate specified in Article 25 for hours worked on such light duty as long as health and welfare contributions have not been made for such hours under Section 13.01(i). The Employer also agrees to make hourly contributions to the Pension Fund under Article 26 for hours worked by the employee on such light duty work.

(c) If the light duty assignment is to work covered by this Agreement, the following shall apply:

(1) The employee shall be paid while assigned to such light duty the higher of (1) the temporary total disability rate under State law or (2) the hourly rate of the bargaining unit classification in which the light duty work is being performed.

(2) The Employer shall assign the employee to work hours consistent with the needs of the business and availability of light duty work, and without regard to any guarantee of hours or days of work in this Agreement.

(3) Time spent working light duty shall not count as shifts worked for completion of the probationary period. However, the employee's shifts worked, before and after assignment to light duty, shall be combined to complete the probationary period. Time spent working light duty shall not be considered a break in service when calculating seniority or vacation entitlement.

(4) All Company, House and Departmental rules, subject to Section 23.02 of this Agreement, and all applicable provisions of the Collective Bargaining Agreement, subject to the modifications and restrictions set forth herein, shall apply to such employee.

(5) Employees shall be prohibited from receiving double benefits or recovery, pursuant to the terms of this Agreement and an action or decision by the Employer's Insurance Company of Nevada, Nevada Department of Administration, or any other local, state or federal department, agency or court.

13.06.

Notwithstanding any other provision of this Article, the Employer shall have no obligation to reinstate an employee granted a leave of absence under the provisions of this Article if the employee was laid off in accordance with the provisions of Section 20.03(a) while on the leave of absence and whose continuous service and seniority are broken in accordance with the provisions of Section 20.05(e).

13.07. USERRA Protection.

The Employer shall comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). Any employee covered by USERRA, including a former employee who timely applies for reemployment as set forth in USERRA, shall be entitled to seek enforcement of asserted USERRA rights through the grievance and arbitration procedures in Article 21 of this Agreement, provided that the employee may be required by the Employer to

waive any right of court enforcement as a condition to proceeding to arbitration on the employee's USERRA claims. For employees called to active duty service who have worked for the Employer at least one year, the Employer shall also pay the difference between the employee's monthly cash compensation for military service (including any cash allowances and incentive pay) and the employee's average monthly compensation based on the employee's hourly rate for the last six months of the employee's employment with the Employer, not to exceed a total of five (5) years. The Employer shall submit a report to the Union at least monthly of: (a) employees who have notified the Employer that they will be absent and whether the absence is classified as a leave of absence, termination or other form of employment action, each employee's address and telephone number and to the extent known, the service and unit in which the employee will serve; (b) employees or former employees who either apply for employment or who are reemployed and who the Employer knows, or has reason to believe, have returned from military service covered by USERRA within ninety (90) days of the date of application for employment, and each employee's or former employee's address and telephone number.

ARTICLE 14: MEALS

14.01. Meals Furnished by Employer.
For the convenience of the Employer, all employees covered by this Agreement shall be required to take the meals herein provided for on the premises of the Employer. Said meals shall be palatable, wholesome and comparable in quality to those served to customers.

Except as provided otherwise in Section 14.02(a) and (b), the Employer shall allow each employee an uninterrupted meal period of thirty (30) minutes on work time, plus sufficient time (not to exceed five (5) minutes each way) to go to and from the eating area.

14.02. Number of Meals.
All employees scheduled to work shall be provided one (1) meal per shift, so long as such meal is provided in a dining room maintained by the Employer for the use of, and normally used by, all employees of the Employer, offering a full-course menu with a daily variety of hot and cold choices for all meals in a clean, pleasant, dining room-like setting. Should such conditions not be met, employees working a full shift shall be provided with two (2) meals per shift.

14.03. Pay for Meals Not Furnished.
Whenever meals are not furnished by the Employer as set forth in Sections 14.01 and 14.02, the employee shall be paid, as a penalty, one dollar and seventy-five cents ($1.75) for each meal not furnished. If an employee is required by the Employer to work through a shift without being given a meal period as required under Section 14.02, he shall be paid time and one-half (1-½X) his straight-time hourly rate for the meal period; and if he is not furnished at least sandwiches and coffee during his shift, he shall be paid, as a penalty, one dollar and seventy-five cents ($1.75).

ARTICLE 15: UNIFORMS AND FACILITIES

15.01. Uniforms Furnished by Employer.

(a) Except as provided otherwise in Paragraph (b) of this Section, the Employer shall furnish or pay for all uniforms or work clothes worn by all employees on the job, and also shall launder or clean such uniforms. Smocks may not be furnished in lieu of uniforms. The Employer shall make available a sufficient supply and variety of sizes of uniforms so that all 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, except in unusual circumstances, not more often than daily for Cooks and Miscellaneous Kitchen Help and not more often than every two (2) days for all other employees. Employees must wear the uniforms furnished by the Employers. If the Employer does not furnish capes or sweaters to be worn as part of an employee's uniform, the employee may wear a sweater furnished by the employee, if it has been approved by the Employer as to style and appearance. The Employer shall have rain gear available for use by employees whose duties regularly require them to work outside where they are exposed to inclement weather. Cold weather uniforms or appropriate cold weather jackets shall be furnished by the Employer for Door Persons, Bellhops and Baggage Handlers and Porters, where needed. Any other outer apparel or jewelry may not be worn without approval of the Employer. Approval shall not be unreasonably withheld.

(b) The Employer shall not be required to furnish or pay for, or pay for laundering or cleaning, the following types of attire or clothes, even though the same may be required by the Employer to be worn on the job:

1. Black tuxedos and accessories for Maitre'ds, Captains and Specialty Room Head Persons.

2. Black trousers, shirts, neckties or socks for all Server classifications, Bartenders, and Bus Persons, but the Employer will pay Server classifications and Bartenders (excluding those employed for banquets and as extra employees) an allowance of two dollars ($2.00) a week toward the purchase and maintenance of black trousers when required by the Employer.

3. Black or brown street shoes for any employees, or low-heel shoes for Server classifications.

4. Clothing worn under jackets, vests, uniforms or other outer wear by any employees.

5. Ordinary shoes, boots or hosiery for Cocktail Servers so long as a special type is not required.

(c) The Employer shall, as a penalty, pay an employee who is not furnished uniforms or work clothes as provided above or for whom such uniforms are not laundered or cleaned, one dollar ($1.00) per shift for each shift worked without the required uniform and/or laundering or cleaning.

(d) The cleanliness, fit, comfort, style and safety of uniforms are important to both the Employer and the employees. When uniforms are provided by a rental service, the quality of that service in terms of cleanliness, reliability, repairs, etc. is also of mutual concern. To further their joint interest in high-quality uniforms and to obtain the fullest interchange of information about what is desired in uniforms and the largest measure of acceptance of uniforms, the Employer and the Union agree to form one (1) joint committee to discuss front of the house uniforms and (1) joint committee to discuss back of the house uniforms. Each committee shall be composed of four people, two appointed by the Employer, at least one of whom is a manager in the department, and two appointed by the Union, at least one of whom is a bargaining unit member in the department. The committee shall consider and decide upon all new or replacement uniforms and, if applicable rental service, before orders are placed for the uniforms, except individual uniforms replaced due to wear and tear, size changes, etc. Any unresolved disagreements in a committee shall be referred to the Employer's general manager and the Union for resolution. This section is not subject to the grievance and arbitration procedure.

15.02. Care of Uniforms and Clothing.

(a) The Employer shall not require employees to make deposits for uniforms or clothing furnished by the Employer. Employees shall not wear such uniforms or clothing except while working for the Employer and, where permitted by the Employer, while going to and from work. Employees shall be responsible for the negligent or careless loss of or damage to uniforms and clothing furnished by the Employer, except for normal wear and tear. The Employer shall have the right to deduct the cost of repair or replacement of damaged uniforms or clothing from the employee's paycheck.

(b) Employees claiming to have forgotten their identification badge when reporting for work may not be sent home if they have not previously reported for work without their badge within the preceding ninety (90) days. The Employer may not charge the employee more than the actual replacement cost of a lost identification badge.

15.03. Facilities for Employees.

(a) Except as provided otherwise in Paragraph (b) of this Section, the Employer shall provide individual lockers with locks or secure locker bags for all employees, and shall also provide and maintain in a clean and sanitary condition private dressing areas. Except for normal wear and tear, employees shall be responsible for loss of or damage to lockers, locker bags, locks and keys furnished by the Employer, provided that such loss or damage is the fault of the employee. No representative of the Employer shall open an employee's locker or locker bag unless the employee or a Union representative is offered an opportunity to be present. When existing lockers are replaced or new lockers are installed in new or expanded locker room facilities, such new or replaced lockers shall be of reasonable size to accommodate the storage of employees' clothing and belongings. Locker bags shall be of reasonable size to accommodate the storage of employees' clothing and belongings.

(b) For all banquet employees for whom the Employer does not provide lockers or locker bags, the Employer shall make available a room where they may leave their personal clothing and other articles while working. Such room shall be locked, and the key kept by a designated

Employer representative who shall be available to let employees in and out of the room as required. Banquet employees who lose clothing as a result of the Employer failing to observe this Section, shall be reimbursed for the fair value of the clothing lost.

15.04. Theft.
Where employees, other than banquet employees, lose clothing through failure of the Employer to provide individual lockers with locks or secure locker bag, the Employer shall reimburse the employee for the fair value of the lost clothing.

ARTICLE 16: MISCELLANEOUS

16.01. Apprentice Bartenders.
Apprentice Bartenders are not to serve drinks or ring sales on any register. Only a Bartender may relieve a Bartender for a meal period; provided, however, that where one (1) Bartender is employed on a bar for a full shift of eight (8) hours, an Apprentice Bartender may relieve a Bartender for his break periods. An Apprentice Bartender may not relieve more than one (1) Bartender during any one (1) shift under the foregoing sentence. Notwithstanding the above provisions, an Apprentice Bartender may relieve two (2) Bartenders during any one (1) shift for breaks and meal periods at those bars where there is only one (1) Bartender working the bar for a full shift.

16.02. Mopping of Floors.
The regular mopping of floors shall be the duty of Kitchen and Hotel Cleaning classifications.

16.03. Furnishing of Linen and Equipment.
Sufficient linen must be supplied to the Guest Room Attendants on their floors and proper equipment shall be furnished.

16.04. Room Service.
Room Service Servers and Bus Persons 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. A service charge of ten percent (10%) of the check shall be paid to Room Service Servers for setting up cocktail parties/hospitalities in private rooms. 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. A service charge of seventy-five (.75¢) for each delivery made by a Room Service Server or Bus Person shall be paid for delivering complimented items such as liquor or fruit and other similar items, but excluding meals and beverages served with meals, sent to a guest's room by the Employer. It is agreed that Bartenders may work four (4) hour shifts for cocktail parties in suites.

16.05. Aprons, Boots and Hard Hats.
The Employer shall furnish rubber aprons and boots for any employee required to use steam or water hose, and shall furnish hard hats to butchers.

16.06. Bartenders and Apprentice Bartenders.
Bartenders and Apprentice Bartenders shall not be required to do general Porter work. Bartenders and apprentices may accept payments for food checks, present checks for food, and serve pre-packaged food items (e.g., potato chips, nachos, nuts, pretzels, sandwiches, hot dogs, shrimp cocktails) in bar operations where food servers and cashiers have not been employed. In the event the Company wishes to expand the provisions of this Article, the Union shall discuss with the Employer all aspects of the possible effects upon employees working these areas. Any unresolved disputes arising from the expansion or interpretation of this Article shall be subject to the Grievance and Arbitration provisions of Article 21. When bartenders or apprentice bartenders perform the services described above for the duration of a shift, he/she shall be paid at $1/shift above combination bartender scale.

16.07. Union Buttons.
Not more than one Union button may be worn on the job at any time, provided that such a button does not exceed one (1) inch in diameter, and states only the name and local of the bargaining representative, and be subject to restrictions as to locations on the uniforms.

16.08. Rotation of Stations.
Except for restaurant areas reserved for hotel and casino executives, stations for qualified Food Servers shall be rotated equitably on a daily basis, provided that the Employer shall not rotate Food Servers from a counter area to a table area, or vice versa, or from room to room. Stations for Cocktail Servers, other than those in the casino, shall be rotated daily within a room on an equitable basis. Stations for Cocktail Servers which include any area of the casino as part thereof shall not be rotated, nor shall Cocktail Servers' stations at the swimming pool be rotated. The rotation schedule shall be posted with, or as part of, the work schedule required to be posted under Section 9.06.

The Employer shall determine the composition of stations and may change the composition of stations from time to time based upon business conditions and needs.

16.09. Change Persons.
Change Persons shall not carry more than twenty (20) pounds in change belts or perform clean-up duties. Carousel Attendants and Change persons assigned to the floor may not be interchanged except in cases of absenteeism or for relief on meals and breaks or when it is necessary to do so to maintain customer service. Change persons may be assigned to relieve booth cashiers for meals or breaks. When a change person is not available, management reserves the right to designate another person to pay out jackpots. Appropriate seats, stools or chairs must be provided in all cashier booths to the extent feasible. Cashier booths may not be located in carousels unless a Carousel Attendant is also assigned to that location at all times the booth is in operation. The Employer shall have the ability to use remote locations for slot machine fills. The Employer may utilize the casino cage only for the payout of jackpots over $10,000 and those paid out by machines connected to multi-casino networks (for instance, Megabucks), provided that there shall be at least one cashier booth scheduled at all times. On the graveyard shift only, when a booth cashier is unavailable (i.e., breaks and/or meals) the Employer shall have the right to utilize the casino cage for the payment of jackpots, system failures and overrides.

16.10. Break Periods.
Employees working ten (10) or eight (8) hour shifts shall receive two (2) ten (10) minute break periods during paid work time; one (1) prior to their meal period and one (1) following the meal period. Employees working six (6) or four (4) hour shifts shall receive one (1) ten (10) minute break period during paid work time. Rest areas shall be maintained in a clean condition. The Employer shall provide in convenient areas for each department a record sheet for employees to sign when they leave for and return from their break periods. It shall be the employees' responsibility to sign such sheets, which shall be kept by the Employer for thirty (30) days.

16.11. Floor Coverings.
Floor slats, resilient compound mats or a comparable alternate type of floor covering, shall be provided at stations where employees in the Cooks and Miscellaneous Kitchen help classifications stand to perform their work, and at permanent bar stations.

16.12. Presentation of Checks.
When checks are presented to guests or customers, they shall be presented by either a Bartender, a Food Server or a Cocktail Server; provided, however, that the above provision of this Section shall not apply in cases of banquets, buffets, cafeterias and snack bars or where a master check for a group function is presented. Notwithstanding the above, a Bartender may only present a check to guests or customers for bar or pre-prepared snack food items.

16.13. Notice by Employee.
If an employee is unable to report for work, he shall notify or cause notice to be given to the department head, assistant department head, shift supervisor or other designated Employer representative who will be available for such purpose, at least four (4) hours prior to commencement of the employee's shift, except where it is unreasonable under the circumstances for the employee to give such notice. The Employer will log and maintain a record of such calls. An employee who has been absent for a period of not more than five (5) days, due to illness or injury, shall be allowed to return to work on his next regularly scheduled shift after the day the employee has notified the Employer of his availability for work, provided that such notice has been received by the Employer no later than two (2) hours prior to the time the employee's last regularly scheduled shift would have ended.

16.14. Knife Sharpening.
The Employer shall sharpen or pay a service to sharpen knives for Cooks, Butchers, Bakers and Panty Workers at least once a month.

16.15. Room Service Captains.
Room Service Captains may deliver orders or serve parties only in turns with the Room Service Servers working the same shift, and a turn sheet shall be kept.

16.16. Group Deliveries.
Except where the Employer now pays a higher rate which shall not be reduced, when Bellhops deliver magazines, newspapers, or similar items, they shall receive ten cents (.10¢) for each delivery left outside a guest room and fifty cents (.50¢) for each delivery left inside the room. This shall not apply to hotel-related individual deliveries. Where more than twenty-five (25) deliveries are made

to the same group, Bell Captains shall share in the total gratuity on the same percentage basis specified for Captains in Exhibit 3.

16.17. Required Service.

Bus Persons cannot be employed to work unless Food Servers are also employed. Bus Persons cannot perform the traditional duties of Food Servers. Notwithstanding the foregoing sentences of this Section, Bus Persons may be employed for a cafeteria or full self-service type operation without the employment of a Food Server, and shall be paid the Bus Person rate set forth in Exhibit 1; provided that no guaranteed gratuities shall be payable by the Employer to Bus Persons employed for such an operation.

16.18. Guest Room Attendants.

(a) The presently existing workload per shift for Guest Room Attendants shall not be increased during the term of this agreement. The workload is defined as the number of rooms or "credits", credits for special items such as extra-dirty rooms and VIP rooms, 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. The maximum number of rooms or "credits", as established in this subsection, shall be reduced as follows:

(1) One room or credit reduction for each checkout room over 11 on any shift that a Guest Room Attendant's assignment contains 12 or more room checkouts.

Checkouts	Reduction in Rooms or "Credits"
12	1
13	2
14	3

If during the course of the shift a scheduled checkout room becomes a stayover 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 day shifts.

(2) One room or credit reduction whenever a Guest Room Attendant is required to make up three rollaways, cribs, cots (or any combination of these) on a shift.

(3) One room or credit reduction if a Guest Room Attendant accepts an assignment including rooms on more than two floors during a shift.

(b) The Union and the Employer shall form a committee to examine the questions of how to define what is a "suite" and to determine the amount of credit towards a shift workload a Guest Room Attendant shall receive for a suite. The committee shall decide these questions by 90 days from the effective date of this Agreement and its decision on all or part of these questions shall be final and binding on the Union and the Employer. If the committee fails to agree on any part

of the questions submitted to it, then either the Union or the Employer shall have the right to refer the unresolved issues to arbitration under Section 20 of this Agreement, and the arbitrator shall have the power to decide those issues.

(c) Only a special team of Utility Porters and/or Porters 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. By no later than July 30, 2002, the Union shall notify the Employer whether the uniform for all Guest Room Attendants shall be pants or skirts/dresses. The Employer shall provide uniforms to Guest Room Attendants as specified by the Union for the duration of this Agreement. If the Union specifies pants, the Employer shall have at least one year but no more than two years to fully implement that style of uniform.

(e) In each room serviced, a Guest Room Attendant shall be allowed to leave a tip envelope with their name on it, for the purpose of gratuity left by the guest for them. The envelope may not be given directly to guests. A Guest Room Attendant may retrieve the envelope upon cleaning the room, and if not able because of schedule, the envelope shall be given to the status board for safe keeping and claimed the next working day by the Guest Room Attendant. Within 30 days after ratification of this Agreement by the Union, the Union shall give and discuss with the Employer a proposal on distribution of tip income.

16.19. Food Service In Specific Areas.
Notwithstanding Articles 16.06 and 16.12, to promote efficient customer service, the Employer and Union agree to meet and bargain concerning bartenders and/or cocktail servers serving food in bar areas, pool areas and lounges that will offer food service. Provided that: (1) any food shall be delivered to the venue by a food runner; and (2) the bartender and/or cocktail server will present the check and accept payment from the customer, the Union will not unreasonably withhold its agreement to such a practice. The Employer and Union will conduct three (3) and six (6) month evaluations of such food service to address any service issues.

ARTICLE 17: BANQUETS

17.01.
A banquet shall be deemed to be any function which has been regarded and paid at the banquet rate according to the custom and usage of the trade, including cocktail parties. Steady extra banquet employees are banquet employees carried by the Employer on his regular payroll and used by the Employer as needed. Steady extra banquet employees shall be covered by the provisions of this Article 17 and, in addition, by Articles 6, 11, 20, 21, 25 and 26; provided, however, that: (1) vacation pay under Article 11 shall be prorated on the basis of the time actually worked for the Employer by such employees, and (2) seniority under Article 20 shall be for purposes of layoff and recalls only, and shall be applicable only as among the Employer's steady extra banquet employees.

17.02. Service Charge.

(a) On all banquets it is obligatory on the Employer, that a seventeen percent (17%) service charge of the total charges for food and beverage shall be paid to the Food Servers, Cocktail Servers, Bus Persons, Captains, Host Persons and Banquet or Catering Managers who have a current Captain's book and work the function, in addition to the designated wages. This distribution of such service charges shall be in accordance with paragraph 1 of Exhibit 3, attached to and made a part of this Agreement. The Employer shall post in a conspicuous place available to banquet employees, prior to or during the banquet function, the menu, the number of guests, the name of the group, and the price charged for the food and beverage. If a server is designated by the Employer to act as Captain or Host Person for a banquet, he/she shall be paid the Captain or Host person rate and shall share in the distribution of service charge as a Captain or Host Person. The Service charge shall be increased during the term of this Agreement as follows:

Date	Service Charge
6/1/2009	17.5%
6/1/2011	18%

(b) Employer sponsored promotional events for which no charges are made to the customer and employee events shall be exempted from provisions of 17.02(a). Servers working such an event shall receive a guaranteed service charge of seventeen percent (17%) based on current practice, not to exceed one hundred-seventy-five dollars ($175) per server. The Employer at their sole discretion can increase the guaranteed service charge for any Employer sponsored event.

(i) On June 1, 2009, the guaranteed service charge for employer sponsored promotional events for which no charges are made to the customer increases from 17% to 17.5% and then 18% on June 1, 2011, not to exceed the cap per Server/Bartender working the function as set forth:

Cap Amount	Date
$175.00	6/1/2007
$180.00	6/1/2008
$185.00	6/1/2009
$190.00	6/1/2010
$195.00	6/1/2011

(ii) Caps per Server/Bartender for employee functions shall not exceed $150 except at the Employer's sole discretion.

17.03. Regular Employees Working Banquets.

The Employer may, in its sole discretion, assign regular or relief bargaining unit employees in appropriate classifications to work banquets, or it may request the Union refer banquet employees for some or all of the available positions. The Employer shall have the right to designate, by name, the individuals that the Union should refer, and the Union will refer those

designated individuals, if they are available. Nothing herein shall restrict the Employer's right to hire without seeking referral from the hiring hall.

17.04. Reporting Pay.

When the Employer orders a banquet worker to report for work and that employee is not allowed to work, the Employer shall pay the employee the minimum compensation provided in Section 17.07; provided, however, that the above provision of this Section does not apply to any employee reporting in a condition which obviously prevents the proper performance of the normal duties by the employee, to employees who report to work without a valid health card or other documents that may be required by Local, State or Federal Law, to employees who previously have been designated in writing by the Employer to be unsatisfactory because of the commission of the kind of offense listed in Section 6.01(a) or, for a six (6) month period, to employees who previously have been validly so designated for any other reason.

17.05. Distribution of Gratuities.

All gratuities whether for banquets or otherwise, belong to the employees and no part of the gratuities belong to the employer or any representative of the Employer (other than Banquet or Catering Managers as provided in Section 17.02) and are not a part of the basic wage established by this Agreement. The distribution of gratuities among banquet workers shall be in accordance with Exhibit 3 attached to and made a part of this Agreement. The Employer shall exert its best efforts to make available to the Union by 3:00 p.m. of the day following the banquet function all wages and gratuities for banquets, a breakdown of the distribution of gratuities for all "food and beverage", the name and date of the banquet function and room where held, the total price for all food and beverage, the number of guests in attendance, and the names and social security numbers of the banquet workers; provided, however, that where a banquet workers works banquet functions at this hotel on successive days, his wages and gratuities for said functions may be forwarded or made available on the day following the last successive banquet function which he works.

17.06. Cocktail Parties.

At cocktail parties only, including those preceding a banquet and including those where only hors d'oeuvres are served, and where Food Servers or Cocktail Servers are employed solely for the cocktail party, gratuities shall be distributed, in accordance with Paragraph 2 of Exhibit 3 attached to and made a part of this Agreement, only among Bartenders, Food Servers, Cocktail Servers, and Captains and Host Persons who work the cocktail party except that Bartender shall not participate in gratuities where Food Servers or Cocktail Servers serve customers from a regularly established service bar.

17.07. Banquet Minimums and Limitations.

(a) Breakfasts: Two (2) hours minimum. A Food Server shall not be required to serve more than twenty-five (25) customers and for each additional person shall receive fifty cents (.50¢) in addition to his regular wages.

(b) Luncheons: Three (3) hours minimum. A Food Server shall not be required to serve more than twenty-five (25) customers and for each additional person shall receive fifty cents (.50¢) in addition to his regular wages.

(c) Dinners: Four (4) hours minimum. A Food Server shall not be required to serve more than twenty-two (22) customers and for each additional person shall receive sixty cents (.60¢) in addition to his regular wages.

(d) Buffets:

1. Breakfasts: Two (2) hours minimum.

2. Luncheons: Three (3) hours minimum.

3. Dinners: Four (4) hours minimum.

4. Food Servers assigned to banquet buffets shall be responsible for set-up, replenishment and breakdown of all food displays and fountain services.

For the purposes of this Article, a Buffet is a regular meal (breakfast, luncheon or dinner) where guests are served or serve themselves from a display of foods; provided, however, that for purposes of this Article, a buffet shall not be deemed to include buffets, cocktail buffets or other meals offered regularly to the public and served by regular employees.

(e) Work performed in excess of the minimum shifts set forth above shall be paid at the hourly rates set forth in Exhibit 1.

17.08. Meals for Banquet Employees.

Banquet employees shall receive one (1) meal for each function worked, to be eaten within (40) minutes prior to the start of the employee's work.

17.09. Full Function.

No banquet employee eligible for gratuities shall share in gratuities unless he works the full function; provided, however, that at banquets where cleanup must be delayed until the conclusion of speeches or a program, only that number of employees sufficient to do the cleanup work need be retained, and those employees not retained shall nevertheless share in the gratuities.

17.10. Setup and Breakdown.

Banquet Food Servers and Bus Persons, if employed, are responsible for all setup and breakdown work in the banquet room.

17.11. Bartenders.

Bartenders employed for banquets shall receive the Bartender rate as set forth in Exhibit 1 and shall be employed or paid for not less than four (4) hours for each banquet function.

ARTICLE 18: SPECIAL EVENTS

18.01. Definition.
A special event shall be deemed to be any event for a person, persons, group or groups arranged by a travel agent, booking agent, hotel sales representative, convention agent, promotional representative, operator or any other individual or agency where tickets, coupons or package prices for food and/or beverages to be served to patrons of such events are involved.

18.02. Gratuities Payable for Special Events.
The Employer reserves the option to prepackage food and/or beverage and within that package to include or exclude gratuities as it deems appropriate. In those instances where a gratuity is excluded, the servers who provide the service shall be given an opportunity to present a check. In these instances, checks so presented shall contain prominent verbiage to the effect that the "Gratuity Is Not Included".

A guest whose prepackaged plan has been determined by the Employer not to include gratuities, and which allows usage of pay as you enter, fast-food and/or self-service outlets shall be given promotional materials, such as coupons and/or script bearing "Gratuity Not Included", thereon.

Where the Employer and/or the guest prepays for food and/or beverage, and the gratuity is included in the price, the gratuity for food and/or cocktail servers shall be seventeen percent (17%) of the price charged for such food and/or beverage served.

Bartenders shall not participate in gratuities where Food or Cocktail Servers serve customers from a regularly established service bar.

18.03. Bellhop Service.
Where Bellhops are not given the opportunity to room special event or complimented guests, they shall receive not less than two dollars and fifty cents ($2.50) per person checking in and out. For package guests, the Bellhops shall receive for each person using the package, two dollars and fifty cents ($2.50) per person checking in and/or out only where baggage is delivered and removed as part of a group arrival or departure and the guest requests Bellhop service. The two dollars and fifty cent ($2.50) gratuity will not apply to special events and/or packages that were agreed upon with, and/or proposed to, special event and/or package sponsors 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. For complimented guests, the Bellhops shall receive two dollars and fifty cents ($2.50) per person checking in and/or out only where baggage is handled as part of a group arrival or departure, but not where the guests check in or out individually or are given the opportunity to utilize bellhop service. Set arrivals and/or departures shall be evidenced by a manifest. These guaranteed gratuities shall be paid only to Bellhops who actually perform the services. These guaranteed gratuities do not apply to diverted air carriers. Effective June 1, 2011, the Bellhops shall receive for each person using the package, two dollars and seventy-five cents ($2.75) for each guest checking in and out, which shall be evidenced by a coupon contained in the package. Notwithstanding the above provisions Bellhops shall be guaranteed a gratuity of two dollars and seventy-five cents ($2.75) per person checking in and/or out only where baggage is delivered and removed as part of a group arrival or departure. Set

arrivals and/or departures shall be evidenced a manifest. These guaranteed gratuities shall only be paid to Bellhops who actually perform the services. These guaranteed gratuities do not apply to diverted air carriers. These guaranteed gratuities do not apply to groups with whom the Employer currently has contracts at the $2.25 rate or to whom the Employer has made firm offers at that rate. The Employer will furnish the Union with a list of all such contracts and offers at the $2.25 rate. All new contracts and offers will be at the $2.50 rate or $2.75 rate when applicable. "New Contracts" means contracts entered into after this Agreement has been ratified.

18.04. Payment of Special Event Gratuities.
Gratuities for special events shall be paid to employees who provide service not later than the payday for the payroll period in which such service was rendered. Upon request, the Employer shall make available to the Union the names and date of the special event groups and the names of employees and amount of gratuities received by them on their paychecks for the pay period involved, with the gratuities broken down by source.

18.05. Exception.
Affairs which are exclusively for the benefit of charity shall be exempted from the provisions of this Article.

18.06. Predecessor Agreement.
No provision of this Article shall require the payment of a gratuity not paid under the predecessor agreement.

ARTICLE 19: COMPLIMENTED GUESTS

19.01.
(a) On those occasions when individuals or members of a group are provided with food and/or beverages in a public room, which are complimented by the Employer, there shall be no guaranteed gratuity; provided, however, that the Servers who provide service shall be given the opportunity to present a check to the guest or guests being complimented. In all instances of complimented guests, except those who are staying at the Employer's hotel and who are complimented when they check out, the checks presented by Servers shall contain the words in prominent letters "Complimentary - Gratuity Not Included."

(b) Except for guests complimented for beverages in the casino and except as provided in Section 16.04, on those occasions when Servers are not given the opportunity to present a check to the complimented guest or guests, the Server shall receive from the Employer a gratuity of fifteen percent (15%) of the menu price for the food and beverage served, as established by the Employer for such service in that particular room.

(c) Food Servers, Cocktail Servers and Bartenders, to whom are presented by guests or customers beverage and/or food tickets or coupons issued by the Employer, for which no charge is made, shall receive from the Employer a gratuity of fifteen percent (15%) of the established menu or bar price of the food and beverage served as established by the Employer for such service in that particular room.

(d) On those occasions when members of a group which is not a special event as defined in Section 18.01, are complimented, as a group and not individually, with food and/or beverage in a public room, the checks presented to such persons shall be clearly marked "Gratuity Not Included," and in such cases there shall not be any guaranteed gratuity payable by the Employer.

(e) Where guests receive a complimentary bottle of wine in a specialty or gourmet room, there shall be no guaranteed gratuity provided for the wine.

ARTICLE 20: SENIORITY

20.01. Probationary Period.
A regular, relief or steady extra employee will be considered as a probationary employee until he has completed fifty (50) shifts of work after his most recent date of hire by the Employer, after which his seniority shall date back to his most recent date of hire by the Employer. A probationary employee may be terminated at the discretion of the Employer, and such termination shall not be subject to the grievance and arbitration provisions of Article 21. The above probationary period may be extended by mutual agreement of the Employer and the Union.

20.02. Definition of Seniority.
(a) House seniority is an employee's length of continuous service in years, months and days from his most recent date of hire into the bargaining unit as a regular employee by the Employer.

(b) Classification seniority is an employee's length of continuous service in years, months and days from his most recent date of hire into or transfer into his present classification on a full-time basis. Classification Seniority shall not be interrupted because of the merger of two or more job classifications.

(c) In the administration of this Agreement, each of the classifications listed in Exhibit 1 is a separate and distinct classification.

20.03. Layoffs and Recalls.
(a) In the event of layoffs due to a reduction in force, probationary employees within the affected classification(s) will be the first to be laid off. Employees will be laid off from and recalled to their regular job classifications in accordance with their house seniority, provided they have the qualifications to perform satisfactorily the work available in their regular job classification. It is the responsibility of the employee to advise the Employer of a change in either address or telephone number. In accordance with their seniority, employees in layoff status will be offered, but not required to perform (subject to subparagraph {c}), all extra work in their classifications except for banquets or parties, before extra employees are hired, before steady extra employees are offered such work, and, to the extent practical, before regular employees are assigned to work their sixth (6th) day; provided, however, that such employees who are offered and accept extra work shall be paid as extra employees for such work in accordance with Section 10.05, but shall not be covered by the provisions of Section 9.03.

Whenever all employees in specific job classification (except for seasonal classifications) are laid off, such employees shall be given the opportunity to transfer to vacancies in bargaining unit positions for which they are qualified which have not been filled pursuant to Section 20.04 or 10.07, and which exist at the time of the job elimination or within sixty (60) days thereafter. If an employee transfers under this section he/she will have recall rights to his/her former eliminated position from the time of the job elimination for a period of six (6) months for employee with less than six (6) months of service or twelve (12) months for employees with six (6) or more months of service so long as he/she has not been terminated or has not resigned employment with the Employer.

(b) In the event of a layoff because of circumstances affecting only a portion of the establishment, such as a room closing, the affected employees may be laid off without regard to house seniority, provided the layoff is scheduled to be fourteen (14) days or less, or, in the case of housekeeping department employees, the layoff is scheduled to be seven (7) days or less.

(c) Employees to be laid off in accordance with Section 20.03(a) may be laid off without regard to their respective house seniority as each completes his/her current workweek. At the time of layoff the employee shall state availability or non-availability for extra work; where the employee indicates availability, he shall not be called for extra work after he/she refuses two (2) out of seven (7) offers. Notwithstanding the foregoing, an employee may declare unavailability for extra work for a definite period while on layoff.

(d) Employees shall be recalled to their regular job classifications in accordance with the following procedures:

(1) If a position is restored less than 90 days of when it was eliminated, and if the person who held it is still actively at work, the person is returned to the position, or if the person who held it is on layoff, the most senior person on layoff is recalled to it, except that if multiple people on layoff are to be recalled at about the same time to several positions that have been restored or created, and the person who formerly held the position is one of those to be recalled, then the person is returned to his/her former position regardless of the relative seniority among those to be recalled.

(2) If a position is restored 90 days or more after it was eliminated, or a new position is created, it is put up for bid. This is true even if the person who formerly held the position is still actively at work. All regular employees may bid, but laid off employees may not bid. If there are no bidders, the most senior person on layoff is recalled to the position and cannot refuse it.

(3) Employees who obtain a position by bidding shall not be eligible for another transfer under this subsection or under Section 20.04(b) for six (6) months. Those who are transferred to a position without bidding remain eligible for transfer under those provisions.

(4) The provisions of paragraph (1) shall apply to any position eliminated on or after September 11, 2001 and before May 1, 2002 if it is restored at any time prior to December 31, 2002, regardless whether the restoration is within 90 days of elimination.

(e) Employees who were laid off on or after September 11, 2001 and not recalled before May 1, 2002 shall be entitled to retrain in a program conducted by the Southern Nevada Joint Management Culinary & Bartenders Training Fund or a training program for hotel services conducted by an institution licensed as a postsecondary educational institution by the State of Nevada, to enable them to qualify for placement in positions either in the classifications covered by this Agreement or in other classifications of hotel-casino work.

20.04. Promotions and Preference of Shifts.

(a) When the Employer promotes an employee to another classification, the Employer will consider the employee's seniority, qualifications to perform satisfactorily the work in the other classification, and prior performance, provided that a Food Server, before being promoted to Captain, must have passed the Captain's examination conducted under the auspices of a committee, at least one (1) member of which shall be qualified and experienced in the craft and shall be designated by the Employer; and provided further, any employee, before being promoted to the classification of Bartender, must have passed the craft examination for Bartenders conducted by the Union. Where qualifications to perform the work in the other classification are relatively equal among employees, the senior employee shall be the one promoted. The Employer shall encourage internal bidding in order to maximize promotional opportunities to regular vacancies, but the Employer's promotion decision shall be deemed to be valid unless arbitrary, capricious or discriminatory. An employee who has successfully completed the course of training offered by the Southern Nevada Joint Management Culinary & Bartenders Training Fund for a promotional position, or the Employer's formal in-house training program for a promotional position, shall be deemed qualified for such position. For purposes of this paragraph a "promotion" shall be a transfer from one classification to another, regardless of any change in compensation. Any regular vacancy that is not filled pursuant to Section 20.04(b) or 10.07(b) of this Agreement, and which would constitute a "promotion" compared to another bargaining unit classification, shall be filled in accordance with this section, provided there is a qualified bidder. Permanent vacancies to be filled by promotion under this paragraph shall be posted for seventy-two (72) hours near the employees' time clock or other location to which employees have regular access. The Employer may fill the vacancy temporarily during the posting period. 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.

(b) When there is a permanent vacancy, or a temporary vacancy of at least ninety (90) days, on a particular shift or station, employees in the same job classification on other shifts or stations who desire to transfer to the vacancy will be transferred on the basis of their classification seniority, provided that the senior employee desiring transfer is qualified to perform satisfactorily the work on the shift and/or station applied for and that a qualified employee is available to replace the employee desiring the transfer. 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 transfers, and he shall not be eligible for another transfer under this Section for six (6) months. 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 former shift and/or station within thirty (30) working days from the date of transfer. The resulting vacancy or vacancies created by a transfer under this Section

shall be filled by the next senior qualified employee(s) from another shift and/or station who desires to work on the shift or station where the vacancy exists. Permanent vacancies under this paragraph shall be posted for seventy-two (72) hours in the department where the vacancy exists. The Employer may fill the vacancy temporarily during the posting period.

20.05. Break in Continuous Service and Seniority.
An employee's continuous service, seniority and status as an employee will be broken when: (a) he quits. (b) He is discharged for just cause. (c) He is absent exceeding the period of an authorized leave of absence. (d) He is absent, due to injury or illness sustained during the course of employment, exceeding the period for which statutory, temporary, total disability payments are payable under the Nevada Industrial Insurance Act, provided that the employee shall have one (1) week after his release in which to return to work. However, the time required for an appeal through the appeals officer level, shall not, in and of itself, constitute a break in the employee's seniority. (e) He is absent because of layoff exceeding six (6) months if he had less than six (6) months of active employment when the layoff began, or absent because of layoff exceeding twelve (12) months if he had six (6) or more months of active employment when the layoff began. However, this provision shall not apply to layoffs because of construction lasting less than eighteen (18) months. (f) The employee was laid off on or after September 11, 2001 and before May 1, 2002 performs no work for the Employer through December 31, 2002. (g) He is absent exceeding six (6) months because of illness or injury not compensable under the Nevada Industrial Insurance Act.

20.06. Notification.
An employee who is to be recalled to work by the Employer under Section 20.03 shall be notified to return to work by the Employer advising the employee by telephone, certified mail return receipt requested, or other available means of communication of the date and time the employee is to report, and by confirming such communication by certified mail return receipt requested to the employee's current address of record on file with the Employer. A copy of the confirmation letter shall be sent to the Union. Reasonable advance notice must be given an employee being recalled. If such employee fails to report to work within forty-eight (48) hours after the time specified for the employee to report, his seniority and continuous service shall be terminated, and the Employer shall be free to hire a replacement in accordance with Article 2 of this Agreement.

ARTICLE 21: GRIEVANCES AND ARBITRATION

21.01. Definition.
For purposes of this Agreement, a grievance is a dispute or difference of opinion between the Union and the Employer involving the meaning, interpretation, application to employees covered by this Agreement, or alleged violation of any provision of this Agreement. Any violation or alleged violation of Section 22.01 or 22.03 shall not be subject to the Grievance and Arbitration Procedure.

21.02. Time Limit for Filing Grievances.
(a) Before a grievance is filed by an employee the employer must follow the procedures for Step One in Section 21.03. No grievance shall be entertained or processed unless it is received

in writing by either party within fifteen (15) work days after occurrence of the event giving rise to the grievance or after the aggrieved party hereto acquires knowledge of the occurrence of such event, whichever is later; provided that grievances involving discharge cases shall be filed in writing fifteen (15) work days after the day of discharge. The written grievance shall set forth the provision(s) of this Agreement alleged to have been violated, and every effort will be made to set froth all of the known facts allegedly constituting the violation. At the time it submits a grievance to the Employer, the Union shall furnish the Employer with copies of any written statements, reports or documents relied on by the Union or the grievant to support the grievance (but not including the employee's written grievance submitted to the Union). Anything herein to the contrary notwithstanding, it is understood and agreed that the Union shall have the right to grieve live warning notices at the time of subsequent discharge or suspension unless the case involves witnesses. At the time the warning notice is issued, the Employer shall indicate on the notices whether witnesses are involved.

(b) As used in this Article, the term "workdays" means the days Monday through Friday, inclusive, but excluding any holiday set forth in Section 12.01.

21.03. Procedure for Adjusting Grievances.

All grievances covered by this Article shall be handled exclusively in the following manner:

(1) STEP ONE.

It is mutually agreed between the parties that the speedy resolution of grievances is in the best interests of the employees and the Employer. For that reason, the parties have created the following grievance procedure which requires the employee to first talk to their supervisor when questions, problems, complaints or disputes arise, and encourages the resolution of grievances at the lowest possible levels and provides for a quick and fair resolution of problems and disputes.

The employee shall, within three (3) working days of the accident or circumstance giving rise to the dispute, take the matter up with his/her immediate supervisor. The employee has the full right and involvement of the Shop Steward in this step. The supervisor involved in the Step 1 meeting shall respond within three (3) days of the Step 1 meeting. Settlements reached at this level shall be considered non-precedent, unless the Employer and the Union Representative agree that the settlement shall be reduced to writing and may be used as a precedent in the future.

(2) BOARD OF ADJUSTMENT.

Any grievances not resolved at the Step One process shall be reduced to writing and scheduled for hearing by a Board of Adjustment to be held within 30 calendar days of the filing of the grievance. Absent a written agreement to extend this deadline, any grievance not heard within 30 days of filing shall be deemed waived. The Board of Adjustment shall be comprised of not more than three (3) representatives of the Employer and three (3) representatives of the Union. For the purpose of attempting to resolve grievances prior to arbitration, the parties, at any meeting prior to the Board of Adjustment hearing and at that hearing, shall make full disclosure to each other of all facts and evidence then known to them which bear on the grievance.

(3) ARBITRATION.
Any grievance not settled by the Board of Adjustment may be referred to arbitration by written notice from the party who filed the grievance within ten (10) working days of the Board of Adjustment. Representatives of the Employer and Union shall attempt to select an arbitrator, but if they are unable to do so, the arbitrator shall be chosen by lot from the following panel except that either party may strike two (2) arbitrators from the panel for a particular arbitration before drawing by lot:

Gary L. Axon	Donald Anderson
Howard Block	Joseph Gentile
Matthew Goldberg	George Hardbeck
Joe Henderson	Eric Lindauer
Gerald McKay	Geraldine Randall
Michael Rappaport	Leo Weiss
Donald Wollett	L. Lawrence Schultz
Frank Silver	

(4) EXPEDITED ARBITRATION.
Within five (5) calendar days from the referral to arbitration, by mutual agreement there may be an expedited arbitration procedure utilizing either of the following options:

(a) Convene an Arbitration Board composed of two (2) management representatives selected by the Employer from other hotels and two (2) representatives selected by the Union excluding the head of the department directly involved. The Board shall convene within fifteen (15) calendar days of agreement to utilize the process. The Board shall hear the evidence presented by the parties without assistance of legal counsel and shall make a determination immediately upon the conclusion of the hearing. The management and Union board members may have counsel present, but counsel shall not participate in the hearing. Any decision reached shall be by majority vote by secret ballot, and shall not constitute a precedent nor be cited in any other legal or arbitration proceeding. In the event a majority decision is not reached, the matter may be referred by the Union to procedure (b) below or to formal arbitration procedures set forth herein.

(b) Request an arbitrator from the parties' panel on a rotation basis who can hear the case within fifteen (15) calendar days of the agreement to utilize this process. Both parties may utilize counsel in presenting the case. The arbitrator shall issue a bench decision upon the presentation of evidence and oral argument. The decision shall not constitute a precedent nor be cited in any other legal or arbitration proceeding.

In either option, each party will bear their own costs and will share equally the fees and expenses of the arbitration.

(5) Notwithstanding anything to the contrary in the Agreement, including Articles 21.03(4) or otherwise, and in lieu of the Expedited Arbitration and Format Arbitration procedures described therein, the parties agree that grievances regarding a disciplinary suspension or

discharge of an employee will be submitted to formal arbitration under the following procedures;

a. The dispute shall be mediated by a Commissioner of the FMCS, if the FMCS offers this service;

b. If mediation does not produce a resolution then the arbitrator shall be selected through the process set forth in the first sentence of Article 21.03(4)(b);

c. The arbitrator must hear the case within sixty (60) days of being notified of his/her selection. If the arbitrator cannot do so, the parties will strike from the arbitrator list again to select a new arbitrator until one is found that can hear the case within the sixty (60) day time frame.

d. The arbitration hearing shall be conducted without the assistance of lawyers (including law school graduates not admitted to practice as lawyers), and lawyers may not be present at such hearing provided that the parties may employ lawyers for the purpose of selecting arbitrators;

e. There shall be no court reporter;

f. The arbitrator shall issue a written bench decision on the day of the hearing.

g. All awards shall be non-precedent setting, and may not be offered into evidence or otherwise referenced in any judicial, arbitration or other legal proceeding, except in a proceeding to enforce compliance with the terms of the award;

h. In all arbitrations resolved under the procedures set forth in this subsection, the costs of the arbitration shall be divided evenly by the parties.

21.04. Extension of Time Limits.
The time limits and other provisions set forth in this Article 21 may be extended or waived by mutual agreement of the parties.

ARTICLE 22: NO STRIKES - NO LOCKOUTS

22.01. No Strikes.
During the term of this Agreement, neither the Union collectively nor employees individually will engage in any work stoppages, picketing, sympathy strikes or any other form of economic action or interference with the Employer's business except as authorized in Sections 22.03 and 22.04.

22.02. No Lockouts.
During the term of this Agreement, the Employers will not lock out any of the employees in the bargaining unit covered by this Agreement, except where the employees have the right to refuse to cross the picket line under Section 22.03.

22.03. Picket Lines.
Refusal of an employee to cross a bona fide picket line sanctioned and approved by the Local Joint Executive Board of Las Vegas and Hotel and Restaurant Employees and Bartenders International Union, AFL-CIO, shall not be construed to be a breach of this Agreement; provided that the foregoing provisions of this Section shall not be applicable with respect to:

(a) Any picket line established for organizational or recognition purposes or any picket line, economic or otherwise, of any union which as of the effective date of this Agreement does not have in effect a collective bargaining agreement with the Employer or with the Nevada Resort Association to which the Employer is bound.

(b) Any picket line established as a result of a labor dispute between an Employer other than the Employer party hereto and a union other than a Union party hereto.

(c) Any picket line established as a result of a labor dispute between the Employer party hereto and a union which currently has a collective bargaining agreement with the Employer or the Nevada Resort Association to which the Employer is bound, unless and until such picketing has been in effect on a continuing basis, twenty-four (24) hours a day, for ninety (90) days.

22.04. Arbitration Awards.
In the event the Employer fails to comply with an arbitration award and does not either seek judicial review of the award within the period of time required by law to obtain such review or comply with the award within such time period, the Union shall have the right to strike. In the event of a monetary award by an arbitrator, the appropriate sum of money shall be placed in an escrow bank account, paying interest at not less than the rate provided by Nevada law on judgments obtained under Nevada law. In the event the award is sustained by the court, said interest shall be distributed to the appropriate employees on a pro rata basis.

ARTICLE 23: MANAGEMENT RIGHTS AND RESPONSIBILITIES

23.01. Rights to Manage.
The right to manage the Employer's business and the direction of its employees, including, but not limited to, the following rights, are reserved to the Employer, except as such rights may be contrary to or inconsistent with the terms and conditions of this Agreement. Such rights include the right to: direct, plan and control hotel operations; to determine the number of employees to be employed; to assign them to work as needed; to determine the means, methods and schedules of operations; to introduce or establish new equipment, facilities, technological changes, procedures or processes; to hire, terminate, classify, reclassify, schedule, assign, promote, transfer, layoff and/or rehire employees.

23.02. 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. Before any such rules, regulations and procedures are made effective, the Employer shall furnish the Union a copy thereof and, if the

Union so requests within five (5) work days after posting by the employer, discuss same with the Union. 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 Union, may have an opportunity to become familiar with them. The reasonableness of any rules, regulations and procedures, provided for herein, are subject to the grievance procedures of this Agreement.

ARTICLE 24: COURT APPEARANCE AND JURY DUTY

24.01. Court Appearance.
Employees required to appear in court, administrative proceedings or at the police department on behalf of the Employer during their normal working hours shall receive their straight-time rate of pay for hours lost from work, less witness fees received. If an employee appears in court, administrative proceedings or at the police department on behalf of the Employer on his days off or after normal working hours, he shall receive his straight-time rate of pay for the hours spent in such appearance, less the witness fees received, but such time shall not be considered as time worked for any purposes under this Agreement.

24.02. Jury Duty.
A regular or relief employee who has completed the probationary period, as defined in Article 20.01, and who is required to serve on a jury, and loses work time because of such service, shall be paid the difference between the jury fee received and his straight-time rate of pay for not more than eight (8) hours per day. This Section shall apply only with respect to an employee's regularly scheduled days of work and shall not be applicable with respect to days on which the employee was not scheduled to work. Payment for such service hereunder shall be limited to not more than thirty (30) days in any calendar year or not more than thirty (30) days in a thirty-six (36) months period, if the jury duty service is voluntary. At the request of the Employer, the employee shall furnish satisfactory evidence of such service for which he claims payment hereunder. No employee, after having served on jury duty or having been required to stand by for same at the courthouse shall be required to report for work prior to eight (8) hours after completion of his jury service, unless his jury service ended in time for him to report for a regularly scheduled swing shift beginning not later than 4:00 p.m. and ending not later than 12:00 midnight. This Section shall not apply with respect to any jury summons received by an employee prior to his date of hire.

ARTICLE 25: HEALTH AND WELFARE

25.01. Amount of Contributions.
There presently is in effect, pursuant to the agreement of the parties, a group life, medical, surgical and hospital plan involving a trust fund and trust agreement for the Hotel Employees and Restaurant International Union Welfare Fund (the "Fund"). The parties hereto agree that the aforesaid trust agreement and any amendments shall be in effect during the period of this Agreement. The Employer shall make as of February 1, 2008, for all hours worked on and after that date, a contribution to the Fund of three dollars and forty-four cents ($3.44) per hour worked, on or before the fifteenth (15th) day of each month for the previous month. This rate of

contribution may be increased on or after February 1, 2009 and annually thereafter in accordance with the provisions of section 27.03 of this agreement.

Contributions shall be forwarded to the bank designated by the Hotel Employees and Restaurant Employees International Union Welfare Fund. A list of the names and social security numbers of employees covered shall accompany the payment. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for.

The Employer is only responsible for the contribution amount set forth in this Agreement and as allocated from the total annual increase set forth in Section 27.03 of this Agreement. If the Trust Fund requires additional funds beyond the above contributions, it shall be allocated from the annual increases set forth in Section 27.03 or from wages.

25.02. Delinquent Contributions.
In the event the Employer is in arrears in the payment of contributions, it shall be liable for late fees, interest and liquidated damages as established by the Trustees, legal fees, court and/or arbitration costs, and audit and other expenses incidental to the collection of said delinquency. The Employer shall make available for inspection and audit such payroll records as the Fund may lawfully require.

25.03. Acceptance of Trust.
The Employer and the Union agree to be bound by the Agreement and Declaration of Trust of the said Hotel Employees and Restaurant Employees International Union Welfare Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Agreement and Declaration of Trust as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established, and actions taken by, the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Agreement and Declaration of Trust, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

ARTICLE 26: PENSIONS

26.01. Trust and Plan.
There shall be continued for the term of this Agreement the Southern Nevada Culinary Workers and Bartenders Pension Plan Trust Agreement, pursuant to which there has been adopted a jointly negotiated pension plan for employees covered by this Agreement.

26.02. Contributions.
Commencing June 1, 2007, said contributions shall be fifty-seven cents (.57¢) per hour worked. Said contributions shall be due and payable to the fund not later than the fifteenth (15th) day of each month. A list of the names and Social Security numbers of the employees covered shall accompany the payment. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. This rate of contribution may be increased on or after June 1, 2008 in accordance with the provisions of section 27.03 of this Agreement.

26.03. Acceptance of Trust.
By the execution of this Agreement, the Employer party hereto agrees to accept and be fully bound by the terms of said Pension Trust Agreement and Plan and any amendments thereto.

26.04. Delinquent Contributions.
Contributions to the Pension Trust Fund shall be delinquent after the fifteenth (15th) day of the month in which such payments are due. Interest at the rate of seven percent (7%) per annum shall be payable on all delinquent contributions.

26.05. 401(k) Plan.
Upon notification to the Employer by means of an appropriate authorization form executed by an employee, the Employer shall deduct from the wages of an employee an amount designated by the employee for contribution to a tax-deferred 401(k) Plan, and shall send such deducted amounts to the Plan. The Union is responsible for establishment of the Plan. The Employer shall in no way bear any costs associated with the Plan, except for deduction and sending of amounts as requested by the employee. The Employer shall make no contribution to the Plan.

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 payroll deduction authorization forms submitted to the Employer for the 401(k) Plan.

ARTICLE 27: WAGES

27.01. Established Wages.
Except as provided otherwise in Sections 5.06(a) and 27.02, classifications and wage rates for the term of this Agreement shall be as set forth in Exhibit 1 attached to and made a part of this Agreement.

27.02. Minimum Wages.
No employee covered by this Agreement shall receive a wage rate, exclusive of gratuities, less than that provided by applicable state and federal wage laws. In the event that applicable state or federal minimum wage laws are increased, an automatic adjustment will be made on affected classifications in this Agreement to comply with the preceding sentence.

27.03.
(a) The Employer shall pay the following additional amounts as of the dates shown. At least 30 days prior to each date, the Union shall inform the Employer how the increases shall be allocated to the Base Wage Rate and contributions to the Health and Welfare, Pension Housing and/or Tip Earners' Legal Assistance funds, provided that if the Union's notice to the Employer is less than 30 days, the Employer will not be excused from paying the increases as allocated by the Union unless there is actual prejudice to the Employer by the delay and then the Employer may be excused only for a period of time equal to the length of the Union's delay in giving notice. The Union shall make such allocation in its sole discretion.

Date	Total Package Increase
June 1, 2007	$0.22
December 1, 2007	$0.23
June 1, 2008	$0.23
December 1, 2008	$0.24
June 1, 2009	$0.24
December 1, 2009	$0.24
June 1, 2010	$0.25
December 1, 2010	$0.25
June 1, 2011	$0.25
December 1, 2011	$0.25

(b) (i) Beginning with the Contract Year commencing on June 1, 2008 the increase in the Base Wage Rate for any Contract Year shall be multiplied by the total number of Hours Worked by employees in all tipped and non-tipped classifications during the Determination Period. The product shall then be allocated as follows: Eighty percent to an across-the-board increase for non-tipped classifications (product x .80 ÷ Total Non-tipped Hours worked by employees in all non-tipped classifications during the Determination Period = non-tipped employee wage increase); twenty percent to an across-the-board increase for tipped classifications (product x .20 ÷ Total Tipped Hours worked by employees in all tipped classifications during the Determination Period = tipped employee wage increase. Any increases in wages shall be added to the rates shown in Exhibit 1 for the affected classifications.

(ii) Forty-five (45) days prior to the beginning of any Contract Year, either the Union or the Employer may propose a change to the percentage allocation for such Contract Year. Such change of the percentage allocation must be approved by both parties to this Agreement and shall only be applicable to the Contract Year for which it was adopted. Any changes to the percentage allocation in subsequent years must be separately proposed and approved in accordance with this procedure.

(c) Definitions.

"Contract Year" shall be from June 1 to May 31.

"Base Wage Rate" shall mean the reference wage for each Contract Year. The initial Base Wage Rate beginning with the Contract Year commencing June 1, 2007 shall be $11.54 per hour. The Base Wage Rate for each subsequent Contract Year and shall be determined by adding the Base Wage Rate allocation as made above to the base Wage Rate for the preceding Contract Year.

"Hours Worked" shall have the same meaning as in Section 25.01.

"Determination Period" shall mean the period commencing on April 1st of a particular year and ending on March 31st of the following year.

"Total Tipped Hours" is calculated by dividing the total number of Hours Worked by the total number of bargaining unit employees as of the end of the Determination Period and then multiplying by the number of employees in tipped classifications as of the end of the Determination Period.

"Total Non-tipped Hours" is calculated by dividing the total number of Hours Worked by the total number of bargaining unit employees as of the end of the Determination Period and then

multiplying by the number of employees in non-tipped classifications as of the end of the Determination Period.

ARTICLE 28: OWNERS AND SUCCESSORS

28.01. Ownership.
This Agreement shall cover all employees employed in classifications listed in Exhibit 1 in operations within the jurisdiction of the Union, in Clark, County, Nevada (such as defined more specifically in the Memorandum of Agreement), which after the effective date of and during the term of this Agreement, are (1) acquired and (2) owned by, or 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. The term "operations" shall be deemed to include any hotel-casino, hotel, condo-hotel or condominiums, laundry or a facility that combines two or more of these elements, in each case if the facility has more than sixty (60) rooms, and any casino. It does not apply to any other type of enterprise.

28.02. Successorship.
In the event that the Employer sells, transfers, or assigns its interest in the operation covered by this Agreement or substantially all of the assets used in such operation, or in the event there is a change in the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing and the Employer further agrees that as a condition to any such sale, transfer or assignment, the Employer will obtain from its successor or successors in interest a written assumption of this Agreement including a promise that the successor or successors shall hire the employees employed in each of the units represented by the Union (subject to changes in the level of staffing) and furnish a copy thereof to the Union. The Employer further agrees that as a condition of any such sale, transfer or assignment, it will transfer to the successor(s) all of its completed Forms I-9 for bargaining unit employees employed as of the date of transfer, obtain from its successor(s) a written agreement that the successor(s) will maintain these Forms I-9 in lieu of completing new Forms I-9 for bargaining unit employees and furnish a copy of this agreement to the Union not less than 30 calendar days prior to the closing of the transaction. If the Employer performs these promises, it shall be relieved of its obligations hereunder. The Union shall not be required to post a bond or other security as a condition to obtaining an injunction or other equitable relief against a violation or threatened violation of this Section.

28.03. 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.

ARTICLE 29: SUBCONTRACTING AND SUBLEASING

29.01.
It is recognized that the Employer and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement and employed on a regular basis. Therefore, no work customarily performed by employees covered by this Agreement shall be performed under any sublease, subcontract, or other agreement unless the terms of any lease, contract or other agreement specifically state that (a) all such work shall be performed only by members of the bargaining unit covered by this Agreement, and (b) the Employer shall at all times hold and exercise full control of the terms and conditions of employment of all such employees pursuant to the terms of this Agreement. The provisions of this Article apply to all operations on the Employers premises, regardless of location or displacement of employees or prior use of the area occupied by such operations. Any sublease, subcontract, or other agreement for the performance of cleaning or janitorial services shall first require the approval of the Union. Notwithstanding the foregoing provisions hereof, the Employer may purchase from outside sources for use in its establishment convenience foods, including pre-baked foods, prepared frozen foods, pre-mixed salads and peeled vegetables, and the Employer may subcontract fast food operations in which there is no table service except for delivery of items ordered at a counter, provided that such restaurants may not supply any products to any part of the Employer's premises outside of the space occupied by the restaurant and may not engage in room service.

ARTICLE 30: WAIVER OF DUTY TO BARGAIN

30.01.
The parties acknowledge that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of such rights, are set forth in this Agreement; each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively or submit to arbitration with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 31: INTRODUCTION OF NEW EQUIPMENT AFFECTING BARGAINING UNIT JOBS

31.01.
Whenever the Employer proposes to introduce new equipment which may affect the terms and conditions of work or the wages of employees in classifications covered by this Agreement, the Employer shall advise the Union in writing sufficiently in advance of the proposed date of introduction of such equipment to enable the Union, if it so desires, to discuss with the Employer the possible effects of the introduction of such equipment upon such employees. Upon request by the Union within 30 days after receiving notice from the Employer, the Employer will meet with it for the purpose of discussing the possible effects of the introduction of such equipment on such

employees. The Employer will not introduce any such new equipment until it has afforded the Union a reasonable opportunity to discuss with the Employer all aspects of the possible effects upon such employees of the introduction of such equipment, including the possibility of alternative bargaining unit employment for the affected employees. The Employer may implement any such new equipment or technology within thirty (30) calendar days after providing advance notice and meeting with the Union.

ARTICLE 32: REDEVELOPMENT

32.01. Redevelopment Obligations.
If the Employer closes substantially all of the business covered by this Agreement for the purpose of redevelopment, the terms and conditions set forth in this Article shall apply.

32.02. Retention Bonus.
(a) The Employer will pay to eligible employees in the bargaining unit a retention bonus in the applicable gross amount set forth below.

(b) In order to be eligible for payment of a retention bonus set forth below, the employee must be continuously employed until his or her layoff by the Employer due to a reduction in force and must have been employed by the Employer for at least one (1) year before the date of layoff. Any employee who voluntarily quits/resigns his/her employment with the Employer or who is terminated for cause by the Employer shall not be eligible for a retention bonus.

(c) Retention Bonus.

Years of Continuous Service/Employment at the Casino by the Employer and by a Predecessor Employer	Retention Bonus Gross Amount
20 or more	$7,500.00
15 to 20	$5,625.00
10 to 15	$3,750.00
5 to 10	$2,250.00
1 to 5	$1,500.00

32.03. Priority for Employment.
(a) The Employer agrees to offer jobs at any hotel or hotel-casino, hotel, condo-hotel or condominiums, or a facility that combines two or more of these elements, that it owns, develops or operates on the site of the business covered by this Agreement on a priority basis to bargaining unit employees who qualified for a retention bonus and meet the requirements set forth below ("Priority Hiring List") at the time they were laid off before it offers such jobs to any other applicant.

(b) Employees hired by the Employer from the Priority Hiring List shall be considered new employees with no residual rights from their former employment. This is not a recall of former bargaining unit employees.

(c) Upon receipt of the WARN Act notice regarding the closure of the hotel/casino, the Union will present to the Employer a list of employees whom it represents who desire priority hiring in accordance with the terms of this Article. This list shall include for each employee the name, social security number, the address and the job title held by the employee at the Employer's business on the date of the WARN Act notice. It will be the Union's responsibility to keep the Employer notified of each such former employee's last known address during the period between the closure of the business and the opening of the Employer's new business(es) at the site of the former business.

(d) The Employer's obligation is to offer employment to employees eligible for and entitled to priority hiring for any job that falls within the same job family that include the employee's job title. The job families consist of those job titles that are listed under the following six groups in Exhibit 1 to this Agreement.

a. Cooks and Miscellaneous Kitchen Help
b. Dining Room Classifications
c. Casino Employees
d. Bell Desk Service
e. Housekeeping Classifications
f. Bar and Banquet Employees

(e) An employee shall not be entitled to Priority Hiring at a covered facility if he or she:

a. Voluntarily removes his or her name from the list at any time prior to opening of covered facility.
b. Voluntarily quits or abandons his or her job at any time before the closing of the business covered by this Agreement.
c. Cannot be located through the efforts of the employer and the Union after sharing with each other all available information about the employee's whereabouts.
d. Is terminated for cause before the closing of the business covered by this Agreement.
e. Is not qualified for any position available.
f. Fails to report to the job interview at the facility scheduled in writing sent to the employee's last known address. The interview shall be scheduled with at least three (3) weeks' notice.
g. Rejects two (2) job offers made by the facility.
h. Is scheduled to be incarcerated when the facility opens to the public.
i. Is receiving or is eligible to receive retirement or disability benefits from the Social Security Administration.
j. Is receiving or has applied for disability retirement from the Southern Nevada Culinary & Bartenders Pension Fund.
k. Has been convicted of a felony.
l. Fails to report for work when contacted by the facility.
m. Has not successfully passed a drug test.

32.04. Additional Facilities Coverage.
The Employer and the Union agree that the Memorandum of Agreement Concerning Additional Properties that is part of this Agreement shall apply to any hotel-casino, hotel condo-hotel or condominiums, or a facility that combines two or more of these elements, that the Employer owns, develops or operates on the site of the business covered by this Agreement.

32.05. Survival of Article.
This Article shall be and remain in full force and effect until May 31, 2013 and shall survive the expiration or termination of this Agreement and at all times, any disputes over the interpretation or application of this Article shall be resolved as provided in 21.03(b) of the Agreement, regardless whether the Agreement is in effect or has expired by its terms.

ARTICLE 33: HOUSING FUND

33.01. Housing Fund.
The parties agree to jointly establish and participate in a fund for the purpose of providing financial assistance to bargaining unit employees to find housing in the Las Vegas area. The fund shall at all times meet the criteria of 302(c)(7) of the Labor-Management Relations Act, 1947 and contributions thereto shall be tax-deductible by the Employer. The Employer shall contribute zero cents ($0.00) per hour for each hour worked effective June 1, 2007, payable retroactively once the fund is established. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. The rate of contribution may be increased on or after June 1, 2008 in accordance with the provisions of section 27.03 of this Agreement. The Employer is only responsible for the contribution amount set forth in this Agreement and as allocated from the total annual increase set forth in Section 27.03 of this Agreement. If any Trust Fund requires additional funds beyond the above contributions, it shall be allocated from the annual increases set forth in Section 27.03 or from wages.

Contributions to the Housing Fund shall be delinquent after the fifteenth (15th) day of each month for hours worked the previous month. Reporting procedures and interest on delinquent contributions shall be established by the Trustees of the Fund.

By execution of this Agreement, the Employer party hereto agrees to accept and be fully bound by the terms of the Housing Fund's Trust Agreement and Plan and any subsequent amendments thereto. Any disputes or differences of opinion concerning the initial terms of the Trust Agreement shall be subject to arbitration under this Agreement. If such disputes or disagreements exist contemporaneously between the Union and other Las Vegas hotel-casino employers who have agreed to participate in this fund, or between the Employer and one or more such other employers, then the parties agree that all such disputes or disagreements shall be combined and submitted for resolution in a single arbitration procedure.

ARTICLE 34: TIP-EARNERS' LEGAL ASSISTANCE FUND

34.01. Tip-Earners' Legal Assistance Fund.

The parties agree to jointly establish and participate in a fund for the purpose of providing the assistance of legal counsel to bargaining unit employees in tipped classifications who are subjected to audits of their tip income by the Service. The fund shall at all times meet the criteria of 302(c)(8) of the Labor-Management Relations Act, 1947 and contributions thereto shall be tax-deductible by the Employer. The Employer shall contribute zero cents ($0.00) per hour for each hour worked effective June 1, 2007, payable retroactively once the fund is established. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. This rate of contribution may be increased on or after June 1, 2008 in accordance with the provisions of section 27.03 of this Agreement. The Employer is only responsible for the contribution amount set forth in this Agreement and as allocated from the total annual increase set forth in Section 27.03 of this Agreement. If any Trust Fund requires additional funds beyond the above contributions, it shall be allocated from the annual increases set forth in Section 27.03 or from wages.

Contributions to the Tip-Earners' Legal Assistance Fund shall be delinquent after the fifteenth (15th) day of each month for hours worked the previous month. Reporting procedures and interest on delinquent contributions shall be established by the Trustees of the Fund.

By execution of this Agreement, the Employer party hereto agrees to accept and be fully bound by the terms of the Tip-Earners' Legal Assistance Fund's Trust Agreement and Plan and any subsequent amendments thereto. Any disputes or differences of opinion concerning the initial terms of the Trust Agreement shall be subject to arbitration under this Agreement. If such disputes or disagreements exist contemporaneously between the Union and other Las Vegas hotel-casino employers who have agreed to participate in this fund, or between the Employer and one or more such other employers, then the parties agree that all such disputes or disagreements shall be combined and submitted for resolution in a single arbitration procedure.

ARTICLE 35: TERMINATION

35.01.
This Agreement shall be in full force and effect from June 1, 2007, to and including May 31, 2012, and from year to year thereafter unless sixty (60) days written notice to change, modify or terminate is given by either party prior to May 31, 2012, or in any subsequent year thereafter.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 2ND day of April, 2008 in Clark County, State of Nevada.

EMPLOYER - BARDEN NEVADA GAMING, LLC dba FITZGERALDS

BY: _____

ITS: Sr. V.P. & G.M.

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: _____

ITS: President

BY: _____

ITS: Secretary-Treasurer

EXHIBIT 1 - WAGE SCALES

	6/1/2007					
	4, 6 & 8 HOUR SHIFTS			10 HOUR SHIFTS		
CLASSIFICATION	100%	90%	80%	100%	90%	80%
Sous Chef	125.27	112.74	100.22	156.59	140.93	125.27
Cook I	122.87	110.58	98.30	153.59	138.23	122.87
Cook	120.39	108.35	96.31	150.49	135.44	120.39
Baker	122.87	110.58	98.30	153.59	138.23	122.87
Pantry	116.79	105.11	93.43	145.99	131.39	116.79
Butcher	121.03	108.93	96.83	151.29	136.16	121.03
Kitchen Steward	113.35	102.02	90.68	141.69	127.52	113.35
Kitchen Worker/Preparation	110.39	99.35	88.31	137.99	124.19	110.39
Kitchen Runner	99.20	89.28	79.36	124.00	111.60	99.20
Kitchen Worker/Sanitation	100.79	90.71	80.63	125.99	113.39	100.79
Utility Porter	104.15	93.74	83.32	130.19	117.17	104.15
Porter	99.99	89.99	79.99	124.99	112.49	99.99
Housekeeping Inspector	110.07	99.06	88.06	137.59	123.83	110.07
Linen Room Attendant/Status Board Operator	109.11	98.20	87.29	136.39	122.75	109.11
Guest Room Attendant	97.83	88.05	78.27	122.29	110.06	97.83
Other Room Food Server*	83.18	74.86	66.54	103.97	93.57	83.18
(6 hours/day)	63.58	57.22	50.87			
(4 hours/day)**	44.27	39.84	35.41			
Room Service Food Server*	83.18	74.86	66.54	103.97	93.57	83.18
(6 hours/day)	63.58	57.22	50.87			
(4 hours/day)**	44.27	39.84	35.41			
Specialty/Gourmet Room Server*	83.18	74.86	66.54	103.97	93.57	83.18
(6 hours/day)	63.58	57.22	50.87			
(4 hours/day)**	44.27	39.84	35.41			
Cocktail Server	83.18	74.86	66.54	103.97	93.57	83.18
(6 hours/day)	63.58	57.22	50.87			
(4 hours/day)	44.27	39.84	35.41			

* Regardless of the length of the shift, each of the asterisked classifications is a single classification.

** Limited to breakfasts, brunches, buffets and showroom performances lasting not longer than four (4) hours.

Ψ The Runner/Bus Person classification will be filled by the current Runner classification employees in the Coffee Shop and Buffet. The current 3 Runners will continue their Runner pay rate. The job duties will be primarily Runner, but will also include Bus Person duties. The Runner/Bus Person classification will have 8 or 6 hour shifts. The current Bus Person classification will not be required to do Runner work.

As of February 1, 2009, employees will be converted from the 80/85/90/95/100% phase-in wage rates to phase-in wage rates of 80%, 90% and 100%. For new hires only as of February 1, 2009, employees will receive the following percentage of the wage rate: 80% for employees with zero (0) to less than twelve (12) months; 90% for employees with twelve (12) to twenty-four (24) months; and 100% for employees with more than twenty-four (24) months of service.

	6/1/2007					
	4, 6 & 8 HOUR SHIFTS			10 HOUR SHIFTS		
CLASSIFICATION	**100%**	**90%**	**80%**	**100%**	**90%**	**80%**
Fountain/Counter Worker	84.63	76.17	67.71	105.79	95.21	84.63
Cashier/Host Person*	113.99	102.59	91.19	142.49	128.24	113.99
(4 hours/day)**	61.20	55.08	48.96			
Change Person	93.59	84.23	74.87	116.99	105.29	93.59
Carousel Attendant	89.59	80.63	71.67	111.99	100.79	89.59
Slot Booth Cashier	113.03	101.73	90.43	141.29	127.16	113.03
Bus Person*	84.86	76.37	67.88	106.07	95.46	84.86
(6 hours/day)	64.30	57.87	51.44			
(4 hours/day)**	45.15	40.63	36.12			
Runner/Bus Person*Ψ	86.86	78.17	69.48	108.57	97.71	86.86
(6 hours/day)	87.74	78.96	70.19			
Bartender	120.14	108.12	96.11	150.17	135.15	120.14
Apprentice Bartender	97.66	87.89	78.12	122.07	109.86	97.66
Bell Captain	106.46	95.81	85.16	133.07	119.76	106.46
Bell Starter	92.23	83.01	73.79	115.29	103.76	92.23
Bellhop	82.30	74.07	65.84	102.87	92.58	82.30

* Regardless of the length of the shift, each of the asterisked classifications is a single classification.

** *Limited to breakfasts, brunches, buffets and showroom performances lasting not longer than four (4) hours.*

Ψ The Runner/Bus Person classification will be filled by the current Runner classification employees in the Coffee Shop and Buffet. The current 3 Runners will continue their Runner pay rate. The job duties will be primarily Runner, but will also include Bus Person duties. The Runner/Bus Person classification will have 8 or 6 hour shifts. The current Bus Person classification will not be required to do Runner work.

As of February 1, 2009, employees will be converted from the 80/85/90/95/100% phase-in wage rates to phase-in wage rates of 80%, 90% and 100%. For new hires only as of February 1, 2009, employees will receive the following percentage of the wage rate: 80% for employees with zero (0) to less than twelve (12) months; 90% for employees with twelve (12) to twenty-four (24) months; and 100% for employees with more than twenty-four (24) months of service.

	12/1/2007					
	4, 6 & 8 HOUR SHIFTS			10 HOUR SHIFTS		
CLASSIFICATION	100%	90%	80%	100%	90%	80%
Sous Chef	126.78	114.11	101.43	158.48	142.63	126.78
Cook I	124.38	111.95	99.51	155.48	139.93	124.38
Cook	121.90	109.71	97.52	152.38	137.14	121.90
Baker	124.38	111.95	99.51	155.48	139.93	124.38
Pantry	118.30	106.47	94.64	147.88	133.09	118.30
Butcher	122.54	110.29	98.04	153.18	137.86	122.54
Kitchen Steward	114.86	103.38	91.89	143.58	129.22	114.86
Kitchen Worker/Preparation	111.90	100.71	89.52	139.88	125.89	111.90
Kitchen Runner	100.71	90.64	80.57	125.89	113.30	100.71
Kitchen Worker/Sanitation	102.30	92.07	81.84	127.88	115.09	102.30
Utility Porter	105.66	95.10	84.53	132.08	118.87	105.66
Porter	101.50	91.35	81.20	126.88	114.19	101.50
Housekeeping Inspector	111.58	100.43	89.27	139.48	125.53	111.58
Linen Room Attendant/Status Board Operator	110.62	99.56	88.50	138.28	124.45	110.62
Guest Room Attendant	99.34	89.41	79.48	124.18	111.76	99.34
Other Room Food Server*	83.95	75.56	67.16	104.94	94.45	83.95
(6 hours/day)	64.16	57.75	51.33			
(4 hours/day)**	44.66	40.19	35.72			
Room Service Food Server*	83.95	75.56	67.16	104.94	94.45	83.95
(6 hours/day)	64.16	57.75	51.33			
(4 hours/day)**	44.66	40.19	35.72			
Specialty/Gourmet Room Server*	83.95	75.56	67.16	104.94	94.45	83.95
(6 hours/day)	64.16	57.75	51.33			
(4 hours/day)**	44.66	40.19	35.72			
Cocktail Server	83.95	75.56	67.16	104.94	94.45	83.95
(6 hours/day)	64.16	57.75	51.33			
(4 hours/day)	44.66	40.19	35.72			

* Regardless of the length of the shift, each of the asterisked classifications is a single classification.

** Limited to breakfasts, brunches, buffets and showroom performances lasting not longer than four (4) hours.

Ψ The Runner/Bus Person classification will be filled by the current Runner classification employees in the Coffee Shop and Buffet. The current 3 Runners will continue their Runner pay rate. The job duties will be primarily Runner, but will also include Bus Person duties. The Runner/Bus Person classification will have 8 or 6 hour shifts. The current Bus Person classification will not be required to do Runner work.

As of February 1, 2009, employees will be converted from the 80/85/90/95/100% phase-in wage rates to phase-in wage rates of 80%, 90% and 100%. For new hires only as of February 1, 2009, employees will receive the following percentage of the wage rate: 80% for employees with zero (0) to less than twelve (12) months; 90% for employees with twelve (12) to twenty-four (24) months; and 100% for employees with more than twenty-four (24) months of service.

	12/1/2007					
	4, 6 & 8 HOUR SHIFTS			10 HOUR SHIFTS		
CLASSIFICATION	100%	90%	80%	100%	90%	80%
Fountain/Counter Worker	86.14	77.53	68.92	107.68	96.91	86.14
Cashier/Host Person*	115.50	103.95	92.40	144.38	129.94	115.50
(4 hours/day)**	61.95	55.76	49.56			
Change Person	95.10	85.59	76.08	118.88	106.99	95.10
Carousel Attendant	91.10	81.99	72.88	113.88	102.49	91.10
Slot Booth Cashier	114.54	103.09	91.64	143.18	128.86	114.54
Bus Person*	85.63	77.07	68.51	107.04	96.34	85.63
(6 hours/day)	64.88	58.40	51.91			
(4 hours/day)**	45.54	40.98	36.43			
Runner/Bus Person*Ψ	87.63	78.87	70.11	109.54	98.59	87.63
(6 hours/day)	88.51	79.66	70.81			
Bartender	120.91	108.82	96.73	151.14	136.03	120.91
Apprentice Bartender	98.43	88.59	78.75	123.04	110.74	98.43
Bell Captain	107.23	96.51	85.79	134.04	120.64	107.23
Bell Starter	93.74	84.37	75.00	117.18	105.46	93.74
Bellhop	83.07	74.76	66.46	103.84	93.46	83.07

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EXHIBIT 1 - WAGE SCALES
APPLICABLE ONLY TO EMPLOYEES HIRED ON OR AFTER JULY 1, 2002

	6/1/2007 4, 6 & 8 HOUR SHIFTS				
CLASSIFICATION	100%	95%	90%	85%	80%
Sous Chef	125.27	119.01	112.74	106.48	100.22
Cook I	122.87	116.73	110.58	104.44	98.30
Cook	120.39	114.37	108.35	102.33	96.31
Baker	122.87	116.73	110.58	104.44	98.30
Pantry	116.79	110.95	105.11	99.27	93.43
Butcher	121.03	114.98	108.93	102.88	96.83
Kitchen Steward	113.35	107.68	102.02	96.35	90.68
Kitchen Worker/Preparation	110.39	104.87	99.35	93.83	88.31
Kitchen Runner	99.20	94.24	89.28	84.32	79.36
Kitchen Worker/Sanitation	100.79	95.75	90.71	85.67	80.63
Utility Porter	104.15	98.94	93.74	88.53	83.32
Porter	99.99	94.99	89.99	84.99	79.99
Housekeeping Inspector	110.07	104.57	99.06	93.56	88.06
Linen Room Attendant/Status Board Operator	109.11	103.66	98.20	92.75	87.29
Guest Room Attendant	97.83	92.94	88.05	83.16	78.27
Other Room Food Server*	83.18	79.02	74.86	70.70	66.54
(6 hours/day)	63.58	60.40	57.22	54.04	50.87
(4 hours/day)**	44.27	42.05	39.84	37.63	35.41
Room Service Food Server*	83.18	79.02	74.86	70.70	66.54
(6 hours/day)	63.58	60.40	57.22	54.04	50.87
(4 hours/day)**	44.27	42.05	39.84	37.63	35.41
Specialty/Gourmet Room Server*	83.18	79.02	74.86	70.70	66.54
(6 hours/day)	63.58	60.40	57.22	54.04	50.87
(4 hours/day)**	44.27	42.05	39.84	37.63	35.41
Cocktail Server	83.18	79.02	74.86	70.70	66.54
(6 hours/day)	63.58	60.40	57.22	54.04	50.87
(4 hours/day)	44.27	42.05	39.84	37.63	35.41

* Regardless of the length of the shift, each of the asterisked classifications is a single classification.

** Limited to breakfasts, brunches, buffets and showroom performances lasting not longer than four (4) hours.

Ψ The Runner/Bus Person classification will be filled by the current Runner classification employees in the Coffee Shop and Buffet. The current 3 Runners will continue their Runner pay rate. The job duties will be primarily Runner, but will also include Bus Person duties. The Runner/Bus Person classification will have 8 or 6 hour shifts. The current Bus Person classification will not be required to do Runner work.

As of February 1, 2009, employees will be converted from the 80/85/90/95/100% phase-in wage rates to phase-in wage rates of 80%, 90% and 100%. For new hires only as of February 1, 2009, employees will receive the following percentage of the wage rate: 80% for employees with zero (0) to less than twelve (12) months; 90% for employees with twelve (12) to twenty-four (24) months; and 100% for employees with more than twenty-four (24) months of service.

CLASSIFICATION	6/1/2007 4, 6 & 8 HOUR SHIFTS 100%	95%	90%	85%	80%
Fountain/Counter Worker	84.63	80.40	76.17	71.94	67.71
Cashier/Host Person*	113.99	108.29	102.59	96.89	91.19
(4 hours/day)**	61.20	58.14	55.08	52.02	48.96
Change Person	93.59	88.91	84.23	79.55	74.87
Carousel Attendant	89.59	85.11	80.63	76.15	71.67
Slot Booth Cashier	113.03	107.38	101.73	96.08	90.43
Bus Person*	84.86	80.61	76.37	72.13	67.88
(6 hours/day)	64.30	61.09	57.87	54.66	51.44
(4 hours/day)**	45.15	42.89	40.63	38.38	36.12
Runner/Bus Person*Ψ	86.86	82.51	78.17	73.83	69.48
(6 hours/day)	87.74	83.35	78.96	74.58	70.19
Bartender	120.14	114.13	108.12	102.12	96.11
Apprentice Bartender	97.66	92.77	87.89	83.01	78.12
Bell Captain	106.46	101.13	95.81	90.49	85.16
Bell Starter	92.23	87.62	83.01	78.40	73.79
Bellhop	82.30	78.18	74.07	69.95	65.84

* Regardless of the length of the shift, each of the asterisked classifications is a single classification.

** Limited to breakfasts, brunches, buffets and showroom performances lasting not longer than four (4) hours.

Ψ The Runner/Bus Person classification will be filled by the current Runner classification employees in the Coffee Shop and Buffet. The current 3 Runners will continue their Runner pay rate. The job duties will be primarily Runner, but will also include Bus Person duties. The Runner/Bus Person classification will have 8 or 6 hour shifts. The current Bus Person classification will not be required to do Runner work.

As of February 1, 2009, employees will be converted from the 80/85/90/95/100% phase-in wage rates to phase-in wage rates of 80%, 90% and 100%. For new hires only as of February 1, 2009, employees will receive the following percentage of the wage rate: 80% for employees with zero (0) to less than twelve (12) months; 90% for employees with twelve (12) to twenty-four (24) months; and 100% for employees with more than twenty-four (24) months of service.

CLASSIFICATION	100%	95%	90%	85%	80%
	6/1/2007 10 HOUR SHIFTS				
Sous Chef	156.59	148.76	140.93	133.10	125.27
Cook I	153.59	145.91	138.23	130.55	122.87
Cook	150.49	142.97	135.44	127.92	120.39
Baker	153.59	145.91	138.23	130.55	122.87
Pantry	145.99	138.69	131.39	124.09	116.79
Butcher	151.29	143.73	136.16	128.60	121.03
Kitchen Steward	141.69	134.61	127.52	120.44	113.35
Kitchen Worker/Preparation	137.99	131.09	124.19	117.29	110.39
Kitchen Runner	124.00	117.80	111.60	105.40	99.20
Kitchen Worker/Sanitation	125.99	119.69	113.39	107.09	100.79
Utility Porter	130.19	123.68	117.17	110.66	104.15
Porter	124.99	118.74	112.49	106.24	99.99
Housekeeping Inspector	137.59	130.71	123.83	116.95	110.07
Linen Room Attendant/Status Board Operator	136.39	129.57	122.75	115.93	109.11
Guest Room Attendant	122.29	116.18	110.06	103.95	97.83
Other Room Food Server* (6 hours/day) (4 hours/day)**	103.97	98.77	93.57	88.37	83.18
Room Service Food Server* (6 hours/day) (4 hours/day)**	103.97	98.77	93.57	88.37	83.18
Specialty/Gourmet Room Server* (6 hours/day) (4 hours/day)**	103.97	98.77	93.57	88.37	83.18
Cocktail Server (6 hours/day) (4 hours/day)	103.97	98.77	93.57	88.37	83.18

* Regardless of the length of the shift, each of the asterisked classifications is a single classification.

** Limited to breakfasts, brunches, buffets and showroom performances lasting not longer than four (4) hours.

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CLASSIFICATION	100%	95%	90%	85%	80%
	6/1/2007 10 HOUR SHIFTS				
Fountain/Counter Worker	105.79	100.50	95.21	89.92	84.63
Cashier/Host Person* (4 hours/day)**	142.49	135.37	128.24	121.12	113.99
Change Person	116.99	111.14	105.29	99.44	93.59
Carousel Attendant	111.99	106.39	100.79	95.19	89.59
Slot Booth Cashier	141.29	134.23	127.16	120.10	113.03
Bus Person* (6 hours/day) (4 hours/day)**	106.07	100.77	95.46	90.16	84.86
Runner/Bus Person*Ψ (6 hours/day)	108.57	103.14	97.71	92.28	86.86
Bartender	150.17	142.66	135.15	127.64	120.14
Apprentice Bartender	122.07	115.97	109.86	103.76	97.66
Bell Captain	133.07	126.42	119.76	113.11	106.46
Bell Starter	115.29	109.53	103.76	98.00	92.23
Bellhop	102.87	97.73	92.58	87.44	82.30

* Regardless of the length of the shift, each of the asterisked classifications is a single classification.

** Limited to breakfasts, brunches, buffets and showroom performances lasting not longer than four (4) hours.

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CLASSIFICATION	100%	95%	90%	85%	80%
	12/1/2007 4, 6 & 8 HOUR SHIFTS				
Sous Chef	126.78	120.44	114.11	107.77	101.43
Cook I	124.38	118.16	111.95	105.73	99.51
Cook	121.90	115.81	109.71	103.62	97.52
Baker	124.38	118.16	111.95	105.73	99.51
Pantry	118.30	112.39	106.47	100.56	94.64
Butcher	122.54	116.42	110.29	104.16	98.04
Kitchen Steward	114.86	109.12	103.38	97.63	91.89
Kitchen Worker/Preparation	111.90	106.31	100.71	95.12	89.52
Kitchen Runner	100.71	95.68	90.64	85.61	80.57
Kitchen Worker/Sanitation	102.30	97.19	92.07	86.96	81.84
Utility Porter	105.66	100.38	95.10	89.81	84.53
Porter	101.50	96.43	91.35	86.28	81.20
Housekeeping Inspector	111.58	106.00	100.43	94.85	89.27
Linen Room Attendant/Status Board Operator	110.62	105.09	99.56	94.03	88.50
Guest Room Attendant	99.34	94.38	89.41	84.44	79.48
Other Room Food Server*	83.95	79.75	75.56	71.36	67.16
(6 hours/day)	64.16	60.96	57.75	54.54	51.33
(4 hours/day)**	44.66	42.42	40.19	37.96	35.72
Room Service Food Server*	83.95	79.75	75.56	71.36	67.16
(6 hours/day)	64.16	60.96	57.75	54.54	51.33
(4 hours/day)**	44.66	42.42	40.19	37.96	35.72
Specialty/Gourmet Room Server*	83.95	79.75	75.56	71.36	67.16
(6 hours/day)	64.16	60.96	57.75	54.54	51.33
(4 hours/day)**	44.66	42.42	40.19	37.96	35.72
Cocktail Server	83.95	79.75	75.56	71.36	67.16
(6 hours/day)	64.16	60.96	57.75	54.54	51.33
(4 hours/day)	44.66	42.42	40.19	37.96	35.72

* Regardless of the length of the shift, each of the asterisked classifications is a single classification.

** Limited to breakfasts, brunches, buffets and showroom performances lasting not longer than four (4) hours.

Ψ The Runner/Bus Person classification will be filled by the current Runner classification employees in the Coffee Shop and Buffet. The current 3 Runners will continue their Runner pay rate. The job duties will be primarily Runner, but will also include Bus Person duties. The Runner/Bus Person classification will have 8 or 6 hour shifts. The current Bus Person classification will not be required to do Runner work.

As of February 1, 2009, employees will be converted from the 80/85/90/95/100% phase-in wage rates to phase-in wage rates of 80%, 90% and 100%. For new hires only as of February 1, 2009, employees will receive the following percentage of the wage rate: 80% for employees with zero (0) to less than twelve (12) months; 90% for employees with twelve (12) to twenty-four (24) months; and 100% for employees with more than twenty-four (24) months of service.

CLASSIFICATION	12/1/2007 4, 6 & 8 HOUR SHIFTS 100%	95%	90%	85%	80%
Fountain/Counter Worker	86.14	81.84	77.53	73.22	68.92
Cashier/Host Person*	115.50	109.73	103.95	98.18	92.40
(4 hours/day)**	61.95	58.85	55.76	52.66	49.56
Change Person	95.10	90.35	85.59	80.84	76.08
Carousel Attendant	91.10	86.55	81.99	77.44	72.88
Slot Booth Cashier	114.54	108.82	103.09	97.36	91.64
Bus Person*	85.63	81.35	77.07	72.79	68.51
(6 hours/day)	64.88	61.64	58.40	55.15	51.91
(4 hours/day)**	45.54	43.26	40.98	38.71	36.43
Runner/Bus Person*Ψ	87.63	83.25	78.87	74.49	70.11
(6 hours/day)	88.51	84.09	79.66	75.24	70.81
Bartender	120.91	114.87	108.82	102.78	96.73
Apprentice Bartender	98.43	93.51	88.59	83.67	78.75
Bell Captain	107.23	101.87	96.51	91.15	85.79
Bell Starter	93.74	89.06	84.37	79.68	75.00
Bellhop	83.07	78.92	74.76	70.61	66.46

* Regardless of the length of the shift, each of the asterisked classifications is a single classification.

** Limited to breakfasts, brunches, buffets and showroom performances lasting not longer than four (4) hours.

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CLASSIFICATION	12/1/2007 10 HOUR SHIFTS 100%	95%	90%	85%	80%
Sous Chef	158.48	150.56	142.63	134.71	126.78
Cook I	155.48	147.71	139.93	132.16	124.38
Cook	152.38	144.76	137.14	129.52	121.90
Baker	155.48	147.71	139.93	132.16	124.38
Pantry	147.88	140.49	133.09	125.70	118.30
Butcher	153.18	145.52	137.86	130.20	122.54
Kitchen Steward	143.58	136.40	129.22	122.04	114.86
Kitchen Worker/Preparation	139.88	132.89	125.89	118.90	111.90
Kitchen Runner	125.89	119.60	113.30	107.01	100.71
Kitchen Worker/Sanitation	127.88	121.49	115.09	108.70	102.30
Utility Porter	132.08	125.48	118.87	112.27	105.66
Porter	126.88	120.54	114.19	107.85	101.50
Housekeeping Inspector	139.48	132.51	125.53	118.56	111.58
Linen Room Attendant/Status Board Operator	138.28	131.37	124.45	117.54	110.62
Guest Room Attendant	124.18	117.97	111.76	105.55	99.34
Other Room Food Server* (6 hours/day) (4 hours/day)**	104.94	99.69	94.45	89.20	83.95
Room Service Food Server* (6 hours/day) (4 hours/day)**	104.94	99.69	94.45	89.20	83.95
Specialty/Gourmet Room Server* (6 hours/day) (4 hours/day)**	104.94	99.69	94.45	89.20	83.95
Cocktail Server (6 hours/day) (4 hours/day)	104.94	99.69	94.45	89.20	83.95

* Regardless of the length of the shift, each of the asterisked classifications is a single classification.

** Limited to breakfasts, brunches, buffets and showroom performances lasting not longer than four (4) hours.

Ψ The Runner/Bus Person classification will be filled by the current Runner classification employees in the Coffee Shop and Buffet. The current 3 Runners will continue their Runner pay rate. The job duties will be primarily Runner, but will also include Bus Person duties. The Runner/Bus Person classification will have 8 or 6 hour shifts. The current Bus Person classification will not be required to do Runner work.

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CLASSIFICATION	12/1/2007 10 HOUR SHIFTS 100%	95%	90%	85%	80%
Fountain/Counter Worker	107.68	102.30	96.91	91.53	86.14
Cashier/Host Person* (4 hours/day)**	144.38	137.16	129.94	122.72	115.50
Change Person	118.88	112.94	106.99	101.05	95.10
Carousel Attendant	113.88	108.19	102.49	96.80	91.10
Slot Booth Cashier	143.18	136.02	128.86	121.70	114.54
Bus Person* (6 hours/day) (4 hours/day)**	107.04	101.69	96.34	90.98	85.63
Runner/Bus Person*Ψ (6 hours/day)	109.54	104.06	98.59	93.11	87.63
Bartender	151.14	143.58	136.03	128.47	120.91
Apprentice Bartender	123.04	116.89	110.74	104.58	98.43
Bell Captain	134.04	127.34	120.64	113.93	107.23
Bell Starter	117.18	111.32	105.46	99.60	93.74
Bellhop	103.84	98.65	93.46	88.26	83.07

* Regardless of the length of the shift, each of the asterisked classifications is a single classification.

** Limited to breakfasts, brunches, buffets and showroom performances lasting not longer than four (4) hours.

Ψ The Runner/Bus Person classification will be filled by the current Runner classification employees in the Coffee Shop and Buffet. The current 3 Runners will continue their Runner pay rate. The job duties will be primarily Runner, but will also include Bus Person duties. The Runner/Bus Person classification will have 8 or 6 hour shifts. The current Bus Person classification will not be required to do Runner work.

As of February 1, 2009, employees will be converted from the 80/85/90/95/100% phase-in wage rates to phase-in wage rates of 80%, 90% and 100%. For new hires only as of February 1, 2009, employees will receive the following percentage of the wage rate: 80% for employees with zero (0) to less than twelve (12) months; 90% for employees with twelve (12) to twenty-four (24) months; and 100% for employees with more than twenty-four (24) months of service.

EXHIBIT 2 - CHECK-OFF AGREEMENT

1. Pursuant to the Union Security provision of the Agreement between BARDEN NEVADA GAMING, LLC dba FITZGERALDS (hereinafter, referred to as the "Employer") and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, representing the Culinary Workers Union, Local No. 226, and the Bartenders Union, Local No. 165 (hereinafter, referred to as the "Union"), the Employer, during the term of the Agreement, agrees to deduct each month Union membership dues (excluding initiation fees, fines and assessments) from the pay of those employees who have authorized such deductions in writing as provided in this Check-Off Agreement. Such membership dues shall be limited to amounts levied by the Unions in accordance with their Constitutions and Bylaws. Deductions shall be made only for those employees who voluntarily submit to the hotel employing them the original or a facsimile of a written authorization in accordance with the "Authorization for Check-Off of Dues" form set forth below. It is the Union's responsibility to provide the employees with this form.

2. On and after the date this agreement is ratified by employees represented by the Union, the required authorization shall be in the following form:

PAYROLL DEDUCTION AUTHORIZATION

Date _____

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 _____ ("Union") in accordance with the Constitution and Bylaws 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.

Signed _____

Social Security No. _____

The Employer shall continue to honor authorization in the following form executed by employees prior to the date of this agreement is ratified by employees represented by the Union:

PAYROLL DEDUCTION AUTHORIZATION

Date _____

I, the undersigned, a member of _____, 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 _____ ("Union") in accordance with the Constitution and Bylaws of the Union.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending a written notice to both the Employer and _____, 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 herein above provided.

3. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Check-Off Agreement.

4. The original or a facsimile of a properly executed Authorization for Check-Off of Dues 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 Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues which is incomplete or in error will be returned to the Union by the Employer.

5. Check-off deductions under all properly executed Authorization for Check-Off of Dues 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.

6. Deductions shall be made in accordance with the provisions of this Check-Off of Union Membership Dues section, from the pay received on the first payday of each month regardless of the payroll period ending date represented on that payroll check. These provisions for dues deductions shall not apply to banquet workers.

7. The Employer agrees to make deductions as otherwise provided in this Check-Off of Union Membership Dues section in the case of employees who have returned to work after authorized leave of absence.

8. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Union.

9. 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 an Excel spreadsheet or in a formatted text format like .csv format, in any one of the following media:

1. Downloaded from the Company's FTP site.
2. Uploaded by the Company to the Union's FTP site.
3. CD ROM.
4. Via e-mail transmission; after the Union has demonstrated to the Employer that the proper "PGP" security encryption measures exist in the Union's network.

The report shall contain header information and be set up so that position "1" is the first position (not position 0). The positional formatting shall be as follows:

Positions 1-13	Social Security Number with the dashes
Positions 14-54	Name as Last name, First name
Positions 55-60	The dollar amount of the remittance without a dollar sign, left justified, and with the minus sign in front for negative amounts (such as -30.00)

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.

10. 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.

11. In the event any employee shall register a complaint with the Employer alleging his/her dues are being improperly deducted, the Employer will make no further deductions of the employee's dues. Such dispute shall then be reviewed with the employee by a representative of the Union and a representative of the Employer.

12. The Employer shall not be liable to the Union by reason of the requirements of this Check-Off Agreement for the remittance of payment of any sum other than that constituting deduction made from employee wages earned.

13. 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 payroll deduction authorization cards submitted to the Employer.

EXHIBIT 3 - DISTRIBUTION OF SERVICE CHARGES

1. Fourteen percent (14%) of the total service charge of a banquet function, other than a cocktail party as defined in Section 17.06 shall be divided evenly among Captains, Host Persons, and Banquet or Catering Managers (who meet the requirements of Section 17.02), who work the function. Eighty-six percent (86%) of the total service charge shall be divided evenly among Food Servers and Cocktail Servers.

2. On cocktail parties, as defined in Section 17.06, fourteen percent (14%) of the total service charge shall be divided evenly among Captains and Host Persons who work the cocktail party. Eighty-six percent (86%) of the total service charge shall be divided evenly only among Food Servers or Cocktail Servers, as the case may be, and Bartenders who work the cocktail party.

EXHIBIT 4 - RE: WALKOUTS

This is to confirm our understanding that so long as Food Servers observe the Employer's published procedure governing walkouts, there will be no automatic cash deductions from employees' wages pending an investigation.

EXHIBIT 5 - RE: SECTION 6.01(b)

In applying Section 6.01(b) to employees represented by the Bartenders Union, the Employer agrees that before it implements said subparagraph as to Bartenders or Apprentice Bartenders, it will call the appropriate telephone number provided by the Bartenders Union and afford a Bartenders Union representative as opportunity to be present. If there is no answer or no representative arrives, the Employer may proceed to have the examination conducted.

EXHIBIT 6 - RE: LIE DETECTOR TESTS

The parties agree that applicants for positions other than those for which individual bondable status is required under Section 8.04 shall not be given lie detector tests.

EXHIBIT 7 - RE: COMBINATION OF JOBS

No employee on the payroll as of December 5, 1989 shall suffer a reduction in hours or a layoff as a result of the changes made in this Agreement in Job Classifications and/or language governing working out of classifications as provided in Sections 1.02 and 1.03. It is expressly agreed that the foregoing sentence does not in any way limit the Employer in exercising any of the rights of management which existed prior to this Agreement. The fact that a particular proposal was made or withdrawn during the negotiations for this Agreement shall not constitute evidence of the existence or scope of any such right.

EXHIBIT 8

Notwithstanding the language of Article 29 Subcontracting and Subleasing, it is agreed that the McDonald's restaurant wherever located is exempted from the operation of Article 29 so long as McDonald's does not exceed a total of 6,500 square feet.

McDonald's shall not institute a room service room delivery service to hotel guests.

A-Z Cleaners may continue to operate outside the bargaining agreement until such time as the hotel completes its hotel-casino renovation at which time Article 29 shall apply to A-Z except as to their drapery work.

The Union agrees that the Fitzgeralds may acquire up to three (3) fast food outlets which outlets will not have table side dining. If the food outlet is operated by an outside franchise, the outlet will be exempted from Article 29. If the food outlet is operated by the Employer or a related entity, then the collective bargaining agreement shall control and appropriate classifications and rates will be negotiated between the Union and Employer.

EXHIBIT 9 - RE: SECTION 17.04

The Union shall not under Article 2 refer to the Employer, persons whom the Employer previously has designated in writing to be unsatisfactory because of inability to do the work properly.

EXHIBIT 10

During the term of this Agreement, if the Union becomes a party to another labor agreement with any hotel/casino which has 400 rooms or more which is located in Las Vegas, Nevada, or in Clark County Nevada, within a 12-mile radius of Las Vegas, Nevada, City Hall, which agreement constitutes the initial agreement between the Union and that hotel/casino, and that agreement contains provisions regarding wages, salaries, benefits (including but not necessarily limited to health and welfare, pension, vacations, and holidays), hours of work, and/or overtime, as of the last year of the Agreement, which the Employer believes, taken together, are more favorable than the like provisions of this Agreement taken together, the Employer may, at its discretion, implement all of such provisions of such other agreement, notwithstanding any provision of this Agreement. Upon such implementation of such more favorable provisions, taken together, the Employer shall no longer be obligated to comply with the like provisions of this Agreement which are in conflict with said provisions of the other Agreement which the Employer has adopted. Before implementing such alternate provisions, the Employer shall advise the Union. Upon request by the Union, the parties shall meet to discuss the matter before implementation by the Employer, provided such meeting is held promptly; in such meeting the Employer shall provide the Union with full documentation for its belief that such provisions of the other Agreement are more favorable. If the Union believes that the provisions of the other agreement are not more favorable, the issue may be submitted to an arbitrator, who shall issue a binding decision as to whether the claimed provisions are more favorable, and shall either permit

the Employer to substitute the claimed provisions or direct the Employer to abide by this Agreement.

EXHIBIT 11 - RE: SECTION 20.04

Bartenders Union, Local 165, shall indemnify the Employer for all claims and any liability that may arise out of or by reason of any good faith action taken by the Employer in reliance upon the requirement in Section 20.04 that an individual must have passed a craft examination for bartenders by Local 165 before being promoted to the classification of Bartender.

EXHIBIT 12 - RE: EXPEDITED ARBITRATION

Except for Employer claims of a breach of Article 22, Not Strikes - No Lockouts, if either party alleges that there is a breach of the contract which significantly affects labor peace the matter will go to expedited arbitration.

EXHIBIT 13 - RE: DISTRIBUTION OF ROOM SERVICE GRATUITY

The current practice with respect to the amount and distribution of the room service gratuity shall be continued for the term of this collective bargaining agreement. There shall be no more than four (4) bottles of liquor per delivery by the Room Service Server for the service charge of seventy-five cents (.75¢) unless the Server is given an opportunity to present a check for the value of the liquor.

EXHIBIT 14 - RE: FLOATING HOLIDAY ELIGIBILITY

1. An employee is not eligible to request a floating holiday until he/she has completed his/her probationary period.

2. Holiday may not be taken prior to day of observance (New Year's Day), but must be taken prior to the next day of observance.

3. Employee must be actively on the payroll and must have received prior management approval in writing. Such approval shall not be unreasonably withheld.

4. Regular or relief employees only.

5. Employees will be paid floating holiday pay based on the number of hours in their regular shift at the time of the day of observance.

6. Must be taken as paid time off.

7. Cannot be canceled within thirty (30) days of approved selection except in emergency.

8. If after the day of observance the floating holiday has not been used or approved to be used prior to the effective date of the employee's termination, the floating holiday shall be paid at the time of termination if the employee has completed his/her probationary period.

EXHIBIT 15 - RE: POLITICAL ACTION COMMITTEE

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 $1.00 per month and to forward that amount to the UNITE HERE International Union TIP – "To Insure Progress". This authorization is signed voluntarily and with the understanding that the UNITE HERE International Union TIP – "To Insure Progress" 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 revoke by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Treasurer, UNITE HERE International Union TIP - "To Insure Progress", 275 7th Ave., New York, NY 10001, and to the Employer.

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 UNITE HERE International Union TIP – "To Insure Progress", 275 7th Ave., New York, NY 10001 accompanied by a form stating the name and Social Security number of each employee for who a deduction has been made, and the amount deducted.

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 reasons of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

Signed _____ Social Security No. _____

EXHIBIT 16 - RE: IMMIGRATION

In the event that a post-introductory employee has a problem with his or her right to work in the United States, the Employer shall notify the Union in writing as soon as the problem is known. Upon the Union's request, the Employer shall meet with the Union to discuss the nature of the problem to see if a resolution can be reached. Whenever possible, the meeting shall take place before any action is taken by the Employer.

As part of the Employer's six (6) month notification process, whenever possible the Employer agrees to share with the Union the names of employees whose work authorizations are going to expire.

Upon request, employees shall be released for up to five (5) unpaid working days during the term of this Agreement in order to attend to Immigration and Naturalization Service ("INS") proceedings and any related matters for the employee only. The Employer may request verification of such absence.

A post-introductory employee who is not authorized to work in the United States and whose employment has been terminated for this reason shall be immediately reinstated to his or her former classification without loss of prior seniority provided the employee produces proper work authorization within twelve (12) months of the date of termination. If the employee produces proper work authorization within 90 days of the date of termination, the employee shall be reinstated to his or her former shift and (if applicable) station; otherwise, the employee shall be reinstated to the position in his or her classification then held by the employee in the classification with the least classification seniority. Employees do not accrue vacation or other benefits based upon particular Plan policies during such absences.

If the employee needs additional time, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without retaining seniority, upon the Former employee providing proper paper work authorization within a maximum of twelve (12) additional months from the date the employee notifies the Employer that he or she needs additional time. The parties agree that the employee would be subject to an introductory period upon rehire in such event.

Change of Status/Immigration. On the day an employee becomes a U.S. citizen, the Employer will compensate the employee with a $100 bonus in recognition of his or her citizenship.

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into by and between the BARDEN NEVADA GAMING, LLC dba FITZGERALDS, which is located at 301 Fremont Street, Las Vegas, Nevada (hereinafter, called the "Employer"), and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, for and on behalf of the CULINARY WORKERS UNION, LOCAL NO. 226, and BARTENDERS UNION, LOCAL NO. 165 (hereinafter, called the "Union"), and is hereby attached to and made a part of the collective bargaining agreement between those parties. (The "Agreement").

The parties hereby establish the following procedures for the purpose of ensuring an orderly environment for the exercise by the Employer's employees of their rights under Section 7 of the National Labor Relations Act and to avoid picketing and/or other economic action directed at the Employer in the event the Union decides to conduct an organizing campaign at any operation (at which the Union does not have representation rights) covered by Section 28.01 of the above-referenced Agreement between the parties among employees employed in classifications listed in Exhibit 1 of such agreement.

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 Employer, or to refrain from such activity.

The Employer will take a positive approach to unionization of employees employed in classifications listed in Exhibit 1 of the agreement between the parties. The Employer will not do any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer 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 Union and its representatives will not coerce or threaten any employee of the Employer in any effort to obtain authorization cards.

If the Union provides written notice to the Employer of its intent to organize employees employed in classifications listed in Exhibit 1 of the Agreement, the Employer shall not interfere with access on its premises to such employees by the Union to the extent such access is permitted by the Employer's lawful solicitation rules.

Within ten (10) days following receipt of such written notice of intent to organize employees employed in classifications listed in Exhibit 1 of the agreement between the parties, the Employer will furnish the Union with a complete list of such employees, including both full and part-time employees employed in classifications listed in Exhibit 1 of the Agreement, showing their job classifications and departments. Within two (2) weeks thereafter, the Employer will furnish a second list of such employees to the Union, including the addresses of all employees unless an employee objects in writing to the disclosure of his or her name. Thereafter, the Employer will provide updated lists monthly.

The Union may request recognition as the exclusive collective bargaining agent for the employees in the traditional bargaining unit represented by the Union in the hotel-casino industry in Las Vegas. A disinterested, neutral party mutually satisfactory to the Employer and the Union will be selected to conduct a review of employees authorization cards and membership information submitted by the Union in support of its claim to represent a majority of the employees in the unit. If a majority of employees within the unit has joined the Union or designated it as their exclusive collective bargaining representative, the Employer will recognize the Union as such representative of the employees and will extend to such employees the collective bargaining agreement between the Union and the Employer together with any amendments agreed to by the parties. The Employer 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 Memorandum of Agreement.

During the life of the Agreement, the Union will not engage in picketing or other economic activity of any operation covered by this Memorandum of Agreement, provided that if the Employer recognizes any union as the exclusive collective bargaining representative of employees in the unit, or any part thereof, traditionally represented by the Union, this paragraph shall terminate immediately and without notice.

The parties agree that any disputes over the interpretation or application of this Section shall be submitted to expedited arbitration in the manner provided in of the agreements between the parties, with Gerald McKay of Hillsborough, California, or any other mutually acceptable person, as the arbitrator. The arbitrator shall 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 of judgment of the United States District Court for the District of Nevada, without notice or entry of findings of fact and conclusions of law.

NOTWITHSTANDING any other provisions contained herein or in Section 28.01 of the Agreement, it is expressly understood and agreed that for the purposes of the interpretation and application of this Memorandum of Agreement, Section 28.01 of the Agreement referred to herein shall be deemed to apply only to a hotel-casino facility or property which the Employer may, during the term of that agreement construct, purchase or acquire by other means which is located in the geographic area that is commonly known as an referred to as "Downtown Las Vegas" or a hotel-casino facility or property which the Employer may, during the term of that agreement construct in the geographic area that is commonly known as and referred to as the "Las Vegas Strip", and shall not apply to any other hotel-casino facility or property which the Employer now owns or operates or to any other hotel-casino which the Employer may hereinafter construct, purchase or otherwise acquire except as specifically provided herein.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 2ND day of April, 2008 in Clark County, State of Nevada.

EMPLOYER - BARDEN NEVADA GAMING, LLC dba FITZGERALDS

BY: _____

ITS: Sr. V.P. & G.M.

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: _____

ITS: President

BY: _____

ITS: Secretary-Treasurer

SIDE LETTER #1 - RE: ARTICLE 29

Notwithstanding the language of Section 29.01 of the Labor contract, please be advised that the Union will, at any time during the life of that Agreement, consider any proposal by the Employer to establish a restaurant outlet that does not comply with the requirements of Section 29.01.

The Union reserves the right to reject any such proposal. However, the Union will give good faith consideration to any such proposal. The factors the Union will weigh in considering any such proposal include, but are not limited to:

1. The nature of the specific proposal.

2. The reason that the proposal does not contemplate compliance with Section 29.01.

3. The hotel's own analysis of the impact on the hotel's overall ability to attract new customers to the hotel.

4. The effect on existing jobs and operations.

5. The posture of the new operator toward Unionization and Union activities.

6. The relationship between the new operation and Article 22 of the labor contract.

7. The hotel parent company's posture toward unionization at its other facilities in Nevada and elsewhere.

8. What the status is of existing non-Union operations at the hotel, if any.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 2ND day of April, 2008 in Clark County, State of Nevada.

EMPLOYER - BARDEN NEVADA GAMING, LLC dba FITZGERALDS

BY: Michael L. Dailey

ITS: SR. V.P. & G.M.

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY:

ITS: President

BY:

ITS: Secretary-Treasurer

SIDE LETTER #2 - RE: SECTION 4.02 - UNION STEWARDS

In an effort to avoid problems for employees who also act in the capacity of Union Stewards, it is necessary to establish guidelines so that those employees adhere to the Employer's rules and policies and still have the ability to fulfill their obligations as a Union Steward. The Union and the Employer therefore agree to the following guidelines:

1. Before any employee can be recognized or function as a Union Steward, the Employer must receive from the Union an authorization letter appointing the employee as a Union Steward for the department in which the employee works and stating whether such Union Steward is permitted to engage in meetings. Such authorization may be general for various issues, meetings and/or grievances or specific to a particular issue(s), meeting(s) and/or grievance(s) but in all cases shall specifically state the scope of that Union Steward's authority (for example whether the Steward can sign off on a settlement of a grievance) and the effective date and termination date of such authority.

2. There will normally be only one (1) Union Steward appointed by the Union per shift per department in which bargaining unit employees are employed, but if a department is unusually large, the Union may select more than one (1). If the Employer asserts that there are too many Union Stewards, the parties agree to consult and discuss ways to limit the number.

3. Employees acting as Union Stewards must obtain a proper photo ID badge, through the same procedure Union representatives obtain such badges, for off-duty use to enter the service area of the Employer's facilities. All procedures relating to badges for Union representative shall apply equally to badges issued to Union Stewards.

4. Employees acting as Union Stewards who conduct business while off duty must sign in at a location designated by the Employer to provide evidence that the individual is on the property as an agent of the Union and not as an employee.

5. Employees appointed as Union Stewards may not engage in any of his/her steward's duties or activities while he/she is on work time. An appointed Steward may engage in such activities while he or she is on authorized breaks or lunch periods. However, under no circumstances and at no time shall an appointed Steward engage in his/her steward's activities with a co-worker who is on work time.

6. Employees acting as Union Stewards may become involved in investigatory meetings with the Employer only when such meetings may reasonably lead to discipline of a co-worker and only if requested by the co-worker.

7. Employees acting as Union Stewards requesting copies of documents or information regarding a co-worker must make such requests to the Human Resources office.

8. Employees acting as Union Stewards must provide Human Resources with their regular work schedule and advise of any changes to their schedule.

9. Employees acting as Union Steward must keep confidential any information obtained regarding co-workers' problems and/or discipline and not discuss such information with other employees who are not involved.

10. Employees acting as Union Stewards must attend and successfully complete the Union's shop steward training program.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 2ND day of April, 2008 in Clark County, State of Nevada.

EMPLOYER - BARDEN NEVADA GAMING, LLC dba FITZGERALDS

BY: [signature]

ITS: SR. V.P. & G.M.

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: [signature]

ITS: President

BY: [signature]

ITS: Secretary-Treasurer

SIDE LETTER #3

The Employer and the Union agree that good employee morale and high productivity are in the best interests of all parties. In order to encourage good morale and high productivity, the Employer and the Union agree, upon request by either party, not more than once a month, to participate in meetings for the purpose of discussing those issues. Such meetings shall include employees designated by the Union, Union representatives, supervisors, and other management personnel designated by the Employer. Union and Employer representatives shall attempt to agree on the agenda and time schedule in advance. Both the Employer and the Union shall give due consideration to the views of the employees expressed in the meetings. Such meetings shall initially be held in the Housekeeping Department. After a trial period of at least six months in Housekeeping, such meetings shall, upon request by the Union, be held in other departments. Nothing herein shall in any way obligate the parties to agree to modify any provision of this Agreement or to agree to any request or suggestion which may be made at such meetings. Nothing contained herein shall require or prohibit that such meetings be held during employees' work time. This shall not prohibit the Employer from holding its own departmental meetings for any departmental employees separate and apart from the departmental meetings referenced herein.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 2ND day of April, 2008 in Clark County, State of Nevada.

EMPLOYER - BARDEN NEVADA GAMING, LLC dba FITZGERALDS

BY: [signature]

ITS: SR. V.P. & G.M.

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: [signature]

ITS: President

BY: [signature]

ITS: Secretary-Treasurer

SIDE LETTER #4

The Employer agrees that all Bartenders hired by the Employer shall have completed the Bartenders Local 165 Joint Apprenticeship Training Program, and passed the craft exam related to that program, so long as in the Employer's sole judgment this results in a sufficient supply of best qualified applicants.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 2ND day of April, 2008 in Clark County, State of Nevada.

EMPLOYER - BARDEN NEVADA GAMING, LLC dba FITZGERALDS

BY: [signature]

ITS: SR. V.P. & G.M.

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: [signature]

ITS: President

BY: [signature]

ITS: Secretary-Treasurer

SIDE LETTER #5

BOOTH CASHIERS – The Company will have full and extensive training on the handling of traveler's checks. Discipline can only occur in regard to traveler's checks if an employee does not follow the established procedure.

VOLUNTARY SHORT SHIFTS – We reject in its present configuration but strongly suggest a continuing subcommittee to see if voluntary short shifts work.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 2ND day of April, 2008 in Clark County, State of Nevada.

EMPLOYER - BARDEN NEVADA GAMING, LLC dba FITZGERALDS

BY: [signature]

ITS: SR. V.P. & G.M.

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: [signature]

ITS: President

BY: [signature]

ITS: Secretary-Treasurer

SIDE LETTER #6 - RE: FOOD SERVICE IN SPECIFIC AREAS

Any bartenders and/or cocktail server may serve food in the Vue Bar that is delivered by a food runner and will present the check and accept payment from the customer.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 2ND day of April, 2008 in Clark County, State of Nevada.

EMPLOYER - BARDEN NEVADA GAMING, LLC dba FITZGERALDS

BY: [signature]

ITS: SR. V.P. & G.M.

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: [signature]

ITS: President

BY: [signature]

ITS: Secretary-Treasurer