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Location: **Detroit MI**

Union: **Detroit Casino Council (DCC)**

Local: **N/A**

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K7578

Not final -
on-going
discussions on
final version.

Labor Agreement

between

MotorCity Casino

and

Detroit Casino Council

October 17, 2003 –
October 16, 2007

AGREEMENT BETWEEN MOTORCITY CASINO
AND THE DETROIT CASINO COUNCIL

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Article 1

LABOR-MANAGEMENT COOPERATION

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

We mutually recognize that:

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

1.02. In recognition of the foregoing, both parties agree to meet at regular intervals at the request of either party, to discuss Associate suggestions, problems, methods of improving morale and other similar subjects, and concerns either party may have, including gaming issues, including both regulated and unregulated changes in the industry. Ongoing communication at all levels is essential for this optimal labor-management relationship.

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

Article 2

RECOGNITION

2.01. Recognition. The Employer recognizes the Detroit Casino Council as the exclusive collective bargaining representative for the Employer's Associates employed at its facility as indicated in the first paragraph of this Agreement working in those job classifications listed in Exhibit I, attached to and made part of this Agreement. The Employer and the Council agree that all Associates working in classifications listed in Exhibit I are properly within the bargaining unit. Any classification established by the Employer not listed in Exhibit I, where a preponderance of the duties of the Associate are

covered by this Agreement, shall be a part of this Agreement and the parties shall negotiate an appropriate wage rate. In addition, the Employer recognizes the Council as the exclusive collective bargaining representative for Employees to be employed in hotel classifications established by the Employer (the "New Job Classifications" as described in Side Letter #11). The wage rates for such classifications as well as other terms and conditions of employment shall be determined in accordance with the provisions set forth in Side Letter #11.

2.02. Scope and Exclusions. The term "bargaining unit" defined in Section 2.01 means the Associates employed by Detroit Entertainment L.L.C., d.b.a. MotorCity Casino (hereinafter referred to as "MotorCity" or the "Employer"), at its Detroit, Michigan interim gaming facility located at 2901 Grand River Avenue, Detroit, Michigan, 48201 and its permanent gaming facility located at an address to be designated at a later date.

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

- Persons working at MotorCity's Detroit facility in classifications that are not listed in Exhibit I;
- Persons working at MotorCity's permanent hotel facility in classifications other than those established by Employer and subject to Side Letter #11;
- Temporary Associates employed pursuant to a bona fide internship program through an accredited institution. The Employer and the Union will mutually agree on such programs, the approval of the Union shall not be unreasonably withheld.
- Supervisors and guards as defined in the National Labor Relations Act.

Article 3

NO DISCRIMINATION

3.01. There shall be no discrimination by the Employer or the Council, or any of the Unions which comprise the Council, against any Associate because of membership or non-membership in, or activity on behalf of the Council, or any of the Unions which comprise the Council, provided that an Associate's Union activities shall not interfere with the performance of an Associate's work for the Employer. The Employer and the Council are committed to the recruitment, training, promotion and recognition of

Associates without regard to gender, race, color, creed, national origin, age, religion, veteran status, disability, weight, familial status, marital status or sexual orientation.

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

Article 4

HOURS OF WORK, SHIFTS, DAYS OFF AND SCHEDULING

4.01. Shifts shall be either eight (8) hours per day or ten (10) hours per day unless specifically agreed otherwise by the parties (e.g., cocktail servers). There shall be no split shifts except for banquets or other special events.

4.02. Full-time Associates assigned to eight (8) hour shifts shall have five (5) consecutive shifts per week, all on the same shift (except that cocktail servers will be deemed full-time if they work five (5) consecutive seven (7) hour shifts) and full-time Associates assigned to ten (10) hour shifts shall have four (4) consecutive shifts per week, all on the same shift, unless specifically agreed otherwise by the parties, unless sufficient work is not available on the same shift. Days off shall be consecutive, except that with the approval of the supervisor, Associates may voluntarily request non-consecutive shifts and days off. With the approval of the supervisor, Associates may trade days off in a given week; approval of the supervisor shall not be unreasonably withheld.

4.03. The Employer may schedule a maximum of fifteen percent (15%) of the total number of bargaining unit positions as part-time Associates. A part-time position is defined as a schedule of four (4) or fewer eight (8) hour shifts; or three (3) or fewer ten (10) hour shifts; or a schedule of five (5) or fewer shifts of less than eight (8) hours only for the classifications of servers (other than cocktail servers as set forth in .02. above), hosts, bussers, and food/beverage cashiers. The parties agree that the number of full-time positions available for Associates shall be maximized, with the goal of creating as many full-time positions as possible. A full-time Associate shall not be displaced by a part-time schedule.

4.04. All hours worked beyond eight (8) hours in one day, or ten (10) hours in one day if working a ten (10) hour shift, and all hours worked beyond forty (40) hours in one week shall be paid at time and one-half (1½X) the Associate's regular straight time

hourly rate of pay. Overtime shall not be paid under this Section for more than one reason for the same hours worked.

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

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

When an employer instructs an Associate to report to work, or does not notify an Associate not to report as previously scheduled, for any reason, but the Associate is not allowed to work, the Associate will be paid at the Associate's regular rate of pay for that shift. Associates who voluntarily leave work with the Employers' approval, in accordance with a request for an early out will be paid for the actual hours worked.

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

4.07. Associates shall have the right to take voluntary early outs with the approval of the supervisor. Opportunities for early outs shall be distributed equitably within each start time and subject to business needs.

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

Article 5

VACATION, HOLIDAYS AND PERSONAL/SICK TIME

5.01. Vacation.

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

Years of Continuous Service	Amount of Paid Service
1-6 years	10 days
7-11 years	15 days
12 years +	20 days

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

Part-time Associates shall be paid pro rata vacation pay.

b. Scheduling of Vacations. Associates who have completed one (1) but less than seven (7) years of continuous service, may use seven (7) days of earned vacation time in one (1) day increments. Associates who have completed seven (7) or more years of continuous service may use ten (10) days of earned vacation time in one (1) day increments. Except in the case of an emergency, Associates are required to submit vacation time requests as far in advance as possible. Requests for vacation time to be used in one (1) day increments must be submitted to the Employer at least two (2) weeks in advance. All other requests for vacation time must be submitted at least four (4) weeks in advance.

Associates who have completed one (1) year of continuous service may use one (1) vacation day in two (2) four (4) hour increments each year, scheduled per department requirements.

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

c. Vacation Utilization. The Companies understand the importance of time off from work, and encourage Associates to utilize their vacation time to ensure a balance between work and family. Any earned vacation days over five (5) that are not used by the end of the year in which they are earned shall be forfeited. Associates may carry-over a maximum of five (5) earned vacation days following the one (1) year period in which the vacation days were earned. Associates may not bank more than a total of five (5) carried-over vacation days.

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

1. when the separation is the result of egregious misconduct, or
2. when the separation is the result of a resignation and the Associate has not provided at least two (2) weeks notice of his/her intent to resign, except in the case of an emergency.

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

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

a. Full-time Associates who do not work on a designated Holiday, shall receive eight (8) hours of Holiday pay at their straight time hourly rate. Associates who normally work shifts of less than eight (8) hours shall receive Holiday pay at their straight time hourly rate for the number of hours regularly worked during a single shift.

b. Full-time Associates, who work on a designated Holiday, shall receive eight (8) hours of Holiday pay in addition to their straight time hourly rate for hours actually worked on the Holiday. Part-time Associates, who work on a designated Holiday, shall receive Holiday Pay in addition to their straight time hourly rate of pay for hours actually worked on the Holiday.

c. An Associate must work his/her scheduled shift immediately before and immediately after the designated Holiday, in order to be eligible to receive Holiday pay, unless the Employer authorized the absence in advance.

d. An Associate who is scheduled to work on a Holiday, but fails to report to work will not receive Holiday pay.

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

5.03. Paid Personal/Sick Days.

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

Months or Years of Completed Continuous Service	Number of Sick Days Allotted Per Year
0 up to 6 months	0
6 months	2 days
12 months	2 days
2 years	3 days
3 years	3 days
4 years	4 days
5 years	5 days
6 years+	6 days

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

c. Personal/Sick days may be accumulated from anniversary year to anniversary year, with a maximum accumulation of ten (10) days. Accumulated Personal/Sick days over ten (10) will be forfeited.

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

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

1. when the separation is the result of egregious misconduct;
or

2. when the separation is the result of a resignation and the Associate has not provided at least two (2) weeks notice of his/her intent to resign, except in the case of an emergency.

Letter of Understanding

ARTICLE 5 - GOOD ATTENDANCE

Upon ratification of this Agreement, current and active Associates will receive one additional paid day off as a "ratification bonus" to be used in a manner consistent with the Employer's vacation day policy as set forth in Article 5.01.

Associates with "good attendance" for the duration of each contract year following ratification earn one (1) unpaid day off to be scheduled and used in the next contract year in the same way as a vacation day. An Associate will be considered to have "good attendance" if he/she receives no attendance related discipline other than one (1) verbal warning during the contract year. Calculation of good attendance shall begin with the ratification date of this Agreement and shall run for the period of the contract year. A new calculation will start each year on the anniversary date of ratification of this Agreement. During years subsequent to year one of the Agreement, the Company will not consider discipline issued in prior contract years in calculating good attendance.

Article 6

BEREAVEMENT

6.01. Associates with at least one (1) year of service shall be eligible to utilize up to three (3) days of Bereavement with pay for the death of parents, current parents-in-law, spouse (including domestic partner as defined in the Company's PPO Plan), children, grandparents, grandchildren, siblings, current brother-in-law and current sister-in-law. These categories include step and foster relatives.

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

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

Article 7

SENIORITY, PROMOTIONS, AND TRANSFERS

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

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

7.02. Seniority.

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

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

c. For purposes of this section, each classification listed in Exhibit I is a separate and distinct classification. Classification seniority shall not be considered interrupted because of the merger of two or more job classifications into one classification.

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

7.03. Layoffs and Recalls.

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

- Introductory Associates;

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

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

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

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

d. If practicable and consistent with business concerns, the Employer will provide Employees scheduled for layoff and the Union with advance notice of a layoff. Additionally, if advance notice is given under this section, the Company will meet with the Union and discuss the impact of the planned layoff pursuant to the Labor Management Cooperation provision of this Agreement. In any event, the Employer will provide the Union with written notice of the name, seniority and classification of all Associates being laid off no later than at a time concurrent with the beginning of the layoff.

e. Associates whose jobs are eliminated, or whose layoff is anticipated to last more than two (2) calendar months, shall be given the opportunity to transfer to bargaining unit positions for which the Associate is qualified and that have not been filled pursuant to the transfer bid provisions of this Agreement, before such positions are posted as promotional opportunities. If an Associate transfers to another position, he/she will have recall rights to the former position for twelve (12) calendar months.

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

7.04. Transfers within Classification.

a. When there is a permanent vacancy, on a particular shift or station, Associates in the same job classification on other shifts or stations who desire to transfer to the vacancy will be transferred on the basis of their classification seniority, provided

that the senior Associate desiring the transfer is qualified to perform satisfactory the work on the shift or station applied for.

b. An Associate transferred under this Section shall assume the weekly schedule of days of work and days off, and the daily shift schedule, applicable to the vacant position to which he/she transfers. The Associate shall not be eligible for another transfer under this Section for 180 days.

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

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

e. Vacancies under this Section shall be posted for seven (7) days in the department where the vacancy exists. The employer may fill the vacancy temporarily during the posting period.

7.05. Promotions.

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

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

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

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

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

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

- The Associate quits or resigns;
- The Associate is discharged for just cause;
- The Associate is absent without just cause exceeding the period of an authorized leave;
- The Associate is absent due to a layoff for a period equal to his/her seniority or one (1) year, whichever is a lesser period of time, excluding seasonal Associates;
- The Associate is promoted out of the bargaining unit. However, if an Associate is promoted out of the bargaining unit and, within thirty (30) days he/she determines that he/she would be better served by returning to the bargaining unit, the Associate will be transferred back to his or her bargaining unit classification, without loss of house or classification seniority; or
- If an Associate is promoted out of the bargaining unit and remains out of the bargaining unit for more than thirty (30) days, the Associate may subsequently apply for open positions in the bargaining unit and, if selected for the position by the Company, will receive a new house seniority and classification seniority date.

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

7.08. Permanent Facility.

a. It is the express intent of MotorCity to utilize the Associates employed at the interim facility to open and operate the new permanent property. Any and all rights or benefits acquired or accrued by Associates covered by this Agreement at the present interim facility, including but not limited to seniority, vacation and the right not to be laid off or terminated except in accordance with this Agreement, shall be fully recognized and transferred to any and all future temporary or permanent casino or hotel-casino facilities in Detroit, Michigan managed by, fully or partially owned by, and/or substantially controlled by the Employer.

b. Associates employed at a facility covered by this Agreement shall have priority in their right to transfer to a bargaining unit job classification or to be promoted to such classification in the permanent facility pursuant to the terms of Article 7 contained in this Agreement.

Article 8

WAGES

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

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

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

- On October 18, 2004, the base hourly rate in effect at 11:59 pm on October 17, 2004 for each of the pay rates set forth in Exhibit I shall be increased by 2.5%. On the first pay day after October 18, 2004, each Associate on the payroll on October 18, 2004 shall be paid a one-time payment of \$500.00, which shall not be rolled into the base rate.
- On October 17, 2005, the base hourly rate in effect at 11:59 pm on October 16, 2005 for each of the pay rates set forth in Exhibit I shall be increased by the greater of 3% or 40 cents per hour.
- On October 16, 2006, the base hourly rate in effect at 11:59 pm on October 15, 2006 for each of the pay rates set forth in Exhibit I shall be increased by the greater of 4% or 50 cents per hour.

a. New Hire Wage Rate. Newly hired Associates shall receive the "New Hire" wage rate listed in Exhibit I according to his/her respective job classification.

b. Six-Month Wage Rate. Associates shall receive the "Six-Month" wage rate listed in Exhibit I, according to his/her respective job classification, after six calendar months of service. The Six-Month wage rate will be effective the first day of the first payroll period following the completion of the six-month period.

c. Regular Wage Rate. Associates shall receive the "Regular" wage rate listed in Exhibit I attached to this Agreement, according to his/her regular job classification, after one calendar year of service. The Regular wage rate will be effective the first day of the first payroll period following the completion of one year of service.

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

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

Article 9

GRATUITIES AND CASH DEDUCTIONS

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

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

9.03. Associates serving banquets or functions shall receive an automatic gratuity of seventeen percent (17%) on checks for food and beverage paid for by the customer. The seventeen percent (17%) shall be distributed in the following manner:

a. Fourteen percent (14%) of the total gratuity shall be divided equally among Host Person and the Banquet or Catering Manager who works the function.

b. Eighty six percent (86%) of the total gratuity of the event shall be divided evenly per hour worked among food servers, cocktail servers and bartenders who work the event.

9.04. Associates serving à la carte parties of eight (8) or more customers shall receive an automatic gratuity of seventeen percent (17%) on checks for food or checks for food and beverage paid for by the customer. -

9.05. A guaranteed service charge of seventeen percent (17%) shall be added to food and non-alcoholic beverage checks and paid by the Employer for all Employer-sponsored events or functions for complimented guests, with a maximum per server or bartender, which shall be \$175.00 per tipped Associate.

9.06. Gratuities covered by this Article shall not be shared by supervisors, managers or non-bargaining unit personnel, except as provided in .03 (a) above.

9.07. Gratuities are the property of Associates earning them, except as provided in .03. above.

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

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

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

Article 10

MEALS AND BREAKS

10.01. Meals and Breaks.

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

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

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

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

Generally, Dealers are provided a twenty (20) minute break period after each one (1) hour work period. Nevertheless, the scheduling of breaks may be affected by the needs of the business and customer service. Dealers are required to adhere to this timeframe and respect the relief time of each dealer in the group, by taking no more than the allotted twenty (20) minutes.

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

10.02. Meal Periods.

a. Associates will be provided one (1) meal per shift in the Associates' Dining Room without any charge. In addition, Associates are encouraged to enjoy the unlimited usage of the beverage bar. Beverages shall be provided in the smoking room, or alternatively Associates may take beverages from the Associates' Dining Room to the smoking room. Menus will be posted at a location that will allow Associates to read the menu before they swipe in.

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

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

10.04. On ten (10) hour scheduled shifts in the slot department, the Employer shall continue the practice of providing an additional twenty (20) minute break in the last two (2) hours of work. Appropriate breaks shall be provided during overtime periods in all departments.

Article 11

Health Benefits

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

11.02. Health Benefit Coverage. Health benefit coverage shall be provided to Associates according to the plan designs and networks in existence at the time of ratification of this collective bargaining agreement, with the following modifications:

a. Health Alliance Plan ("HAP II")

- All new hires placed into HAP II for the first 3 years of employment with no premium share. After 3 years, the employee can go into the plan of their choice.
- Office visits \$20
- Prescription Drugs—\$10 generic, \$20 brand when generic not available.
- Maintenance drugs available by mail order with a \$10 co-pay for a 90 day supply.
- ER co-pay \$100 (waiver rules same as present)

b. Health Alliance Plan ("HAP/EPA" Traditional HAP)

- Continue current plan with no premium share.
- Continue current plan with co-pays intact except as follows:
 - Emergency Room \$75 (waiver rules same as present)
 - Prescription Drugs – generic \$5, brand name \$15.
 - Maintenance drugs available by mail order with a \$10 co-pay for a 90 day supply.

c. Preferred Provider Organization ("PPO"). MotorCity shall continue to offer the Blue Cross Blue Shield ("BCBS") PPO Plan, or a mutually agreed upon alternate plan, to eligible Associates.

- PPO Premium Sharing Contribution. The monthly premium sharing contributions for Associates enrolled in the PPO Health Plan shall be as follows for the term of the Agreement:
 - Associate Only \$25.00
 - Associate + 1 \$50.00
 - Associate + Family \$70.00
- Current plan co-pays intact except as follows:
 - Emergency Room \$100 (waiver rules same as present)
 - Prescription Drugs—same as Traditional HAP
 - Maintenance drugs available by mail order with a \$10 co-pay for 90 day supply.

- o Increase out-of-network co-pays to 60/40% and deductibles to \$250/500 and out-of-pocket to \$1,500/3,000.

d. Dental

- Provide dental benefit without premium share without requirement to be enrolled in medical plan.

e. Vision

- Provide vision benefit without premium share without requirement to be enrolled in medical plan.

f. Life Insurance and AD&D

- One and half times (1½X) annual pay including tips and tokens first year of agreement.

g. Supplemental Insurance

- Add for spouse \$50,000/100,000 (subject to carrier availability)
- For child \$50,000/60,000 (subject to carrier availability)

h. Long Term Disability

- No change in current plan

11.03. Health Benefits Joint Committee.

- Health Benefits Committee to:
 - o Explore incentives for purchasing generic drugs; sanctions for purchasing brand name drugs where a generic equivalent is available.
 - o Explore Foot Care Program as managed care option.
 - o Explore on-site medical facility.
 - o Explore use of experimental drugs when requested by physician as medically necessary.
 - o Explore alternative health care delivery options including but not limited to Dental Maintenance Organizations (DMOs), Managed Care prescription drugs, mental health/substance abuse, etc.
- Insurance carriers/providers shall be selected and approved by mutual agreement.
- The Employer at its sole discretion may choose to self insure as to any benefits described herein

Article 12

401(K) Retirement Plan

12.01. Upon ratification of the new DCC agreement, the current employer 401(K) match will be discontinued. In its place, Plan participants will receive a one-time Enhanced Match and a new Employer Cents Per Hour Contribution as described below. Employee elective contributions will continue to be available up to the maximum allowed by law

12.02. The Enhanced Match. Those DCC employees who were making 401(K) contributions in the last payroll period (10/12/03) prior to the expiration of the collective bargaining agreement will receive the Enhanced Match.

a. The Enhanced Match pool will be equal to the sum of the following three amounts:

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

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

c. This Enhanced Match will be vested 100% for this one time match.

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

Seniority	Cents Per Hour Paid
< 1 Year	0 cents
1 year < 3 years	50 cents
3 years < 5 years	60 cents
5 years and up	70 cents

a. The new Employer Cents Per Hour Contributions will vest 50% after two years of service and 100% after three years of service. Current DCC employees who have completed three years of service shall be immediately 100% vested in the new plan even if they are not participating in the current plan. The new Employer Cents Per Hour Contributions will be effective with respect to all hours paid on or after October 17, 2003.

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

Article 13

DEPENDENT CARE AND WORK-LIFE

13.01. Dependent Care. MotorCity shall provide a dependent-care subsidy to assist working Associates with the expenses associated with care of their children and other legal dependents (as defined by the Internal Revenue Service). The dependent care subsidy provided shall be up to \$35.00 per week per Associate in year one of this Agreement and up to \$40 per week per Associate in each other year of this Agreement, and shall be subject to the following guidelines:

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

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

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

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

or overlapping shifts for the Associate to qualify for the benefit. The dependent care subsidy shall not be paid if the work schedule of one spouse permits that individual to be at home while the other is working.

e. The dependent care subsidy shall not be paid during vacation periods, days off, or while the Associate is on an approved leave of absence.

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

13.03. Work-Life. The parties recognize the importance of supporting the work, family and personal needs of Associates and are committed to the following:

a. A Work and Family Dependent Care Needs Assessment will be conducted to identify the dependent care needs of the Associates. The parties shall work jointly on this project. The cost of the Needs Assessment will not exceed \$28,000.

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

Article 14

LEAVES OF ABSENCE

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

14.01. Specific Leaves of Absence

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

1. An Associate who is unable to work as a result of a job-incurred injury shall be granted a leave of absence until such time as he/she is able to return to work.

2. A medical leave of absence will not exceed the lesser of time worked or one year. An Associate who exhausts the maximum leave of absence available pursuant to this Section will be provided the opportunity to be placed on inactive status in a manner consistent with Section 14.11 of this Article.

3. The Employer may require medical evidence prior to approving a medical leave for any length of time. In the event there is a disagreement about eligibility for a medical leave there shall be an exam conducted by a jointly selected impartial medical examiner. The Employer shall pay for such opinion, which shall be binding on both parties.

4. The Employer will continue to provide medical insurance coverage for eligible Associates for up to twelve (12) weeks while on an approved medical leave of absence in accordance with the requirements of the FMLA. An Associate not eligible for FMLA leave will receive medical benefits until the end of the month following the month the leave began.

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

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

2. The leave shall be requested in writing and submitted by the Associate to the Human Resources Department with as much advance notice as possible.

3. Proof of illness may be required.

4. The Employer will continue to provide medical insurance coverage for eligible Associates for up to twelve (12) weeks while on an approved leave of absence due to illness in the Associate's immediate family in accordance with the requirements of the FMLA. An Associate not eligible for FMLA leave will receive medical benefits until the end of the month following the month the leave began.

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

1. The leave will not exceed twenty-six (26) weeks. Eligibility for a child-rearing leave ends one (1) year after the date of birth or placement of the child.

2. Proof of the birth or adoption may be required.

3. The leave of absence request shall be in writing and submitted by the Associate to the Human Resources Department thirty (30) days in advance of the proposed leave commencement, or with as much advance notice as possible.

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

1. The leave of absence request shall be in writing and submitted by the Associate to the Human Resources Department with thirty (30) days advance notice, unless the Associate is called for emergency active duty.

2. Proof of military duty will be required prior to the approval of such leave being granted.

e. Union Business Leave. A union business leave of absence will be granted for up to twenty (20) Associates for the purpose of accepting employment with any of the four (4) labor unions that comprise the Detroit Casino Council. The number of Associates on union business leave for each union will be determined on a pro rata basis, based upon the number of DCC members per union at the location. A union business leave of absence will be granted according to the following guidelines:

1. The leave will not exceed twenty-six (26) weeks for non-elective positions.

2. The Associate on union business leave shall not be assigned to any facility operated by Mandalay Resort Group, unless mutually agreed upon by the parties in writing.

3. Associates elected to full-time salaried union office shall be granted a leave of absence for the period of the term.

4. Time spent on union leave will be considered time worked for purposes of seniority and benefit accruals, to the extent consistent with state and federal law.

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

1. The leave will not exceed two (2) years.

2. All provisions of a political office leave of absence are subject to the rules and regulations of the Michigan Gaming Control Board.

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

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

b. A personal leave of absence will normally be limited to eight (8) weeks. Exceptions to the eight (8) week limit will be made in accordance with the requirements of the FMLA.

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

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

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

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

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

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

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

14.08. Any combination of leaves of absence (with the exception of medical leaves of absence) will be limited to a total of twenty six (26) weeks within a one (1) year period.

14.09. The maximum length of time an Associate will be covered under the Group Health Plan while on a leave of absence is two (2) months, or a maximum of twelve (12) weeks for an Associate on a FMLA leave only, in any twelve (12) month

period. Associates on leaves of absence beyond that time may continue their coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), if they wish. Medical coverage to be restored to an Associate upon return from a leave of absence shall be that which is being offered to all other bargaining unit Associates. Benefits will be restored immediately upon return from a leave of absence.

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

14.11. Returning from a Leave of Absence.

a. Any Associate returning from a leave of absence due to a medical condition, or a leave of absence due to injury is required to obtain a written release from a licensed physician stating that the Associate is able to return to work.

b. An Associate returning from a leave of absence will be returned to his or her regular job classification, shift and station (or station rotation) on the day the Associate is to return to work, without loss of seniority, unless a shift bid occurred during the Associate's leave of absence. In such situation, the Associate will be returned to work in the position awarded in the bidding process. Benefits will be restored immediately upon return from the leave of absence.

c. An Associate returning from a leave of absence from work in excess of the time periods as stated in this Article, will receive prior-service credit for seniority for time employed up to a maximum of three (3) years. The returning Associate will be returned to a job in his/her former classification, which may result in the displacement of the least senior Associate in that job classification. The following conditions must be met for a former Associate to be eligible for such return to his/her former job classification:

1. Return to work must occur within the lesser of time worked or thirty-six (36) months of being placed on inactive status.

2. Intent to return to the Employer must be given in writing within fifteen (15) days from the date on which the Associate is placed on inactive status.

Article 15

UNIFORMS

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

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

15.02. The Employer shall make available a sufficient supply and variety of sizes of uniforms so that Associates will have clean and properly fitting uniforms at all times. A clean uniform shall be furnished to each Associate as frequently as needed, but not more than daily for cooks and miscellaneous kitchen help and not more often than every two (2) days for other Associates. Associates must wear the uniforms furnished by the Employer.

15.03. Seasonal uniforms or appropriate cold weather jackets shall be furnished by the Employer for classifications where needed. Any other outer apparel or jewelry may not be worn without approval of the Employer.

15.04. Associates are responsible for providing ordinary shoes, so long as a special type is not required.

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

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

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

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

Letter of Understanding

ARTICLE 15 - UNIFORMS

The Company agrees that it will meet and confer, upon request, with Associates designated by the DCC for the purpose of selecting hosiery and trousers.

The Company further agrees to continue its current practice of purchasing hosiery and trousers in bulk and providing them to its Associates at cost.

Article 16

JURY DUTY OR COURT APPEARANCE

16.01. Jury Duty.

a. An Associate required to perform jury duty receives his or her straight time rate of pay, less jury fees received. Compensation for jury duty is based on the number of hours the Associate would regularly have worked on those days.

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

c. Associates receiving a jury summons must present the summons to their supervisor immediately. Associates must furnish the Payroll Department with proper written documentation of performed jury duty and fees received.

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

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

16.02. Court Appearance.

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

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

Article 17

HEALTH AND SAFETY

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

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

17.02. Joint Health and Safety Committee.

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

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

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

The Joint Committee shall:

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

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

- Ergonomics
- Associate Stress
- Threats/Violence in the Workplace
- Hazardous Materials
- Preventative Maintenance
- Noise Control
- Air Quality
- Additional subjects which may come up

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

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

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

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

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

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

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

f. Advisory Opinion. Either party may request the Mediator give the party an oral advisory opinion.

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

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

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

Article 18

TRAINING and DEVELOPMENT

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

18.02. Associates who successfully complete the Employer's Training Program for a classification covered by this Agreement, except as otherwise specified in this Agreement, shall be considered qualified for that classification for purposes of Transfers, Promotions and Seniority pursuant to this Agreement.

Associates who successfully complete a training program developed under .03 below for a classification covered by this Agreement, except as otherwise specified in this Agreement, shall be considered qualified for that classification for purposes of Transfers, Promotions and Seniority pursuant to this Agreement.

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

18.03. Joint Labor Management Training Committee.

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

Detroit Casino Council, and representatives from each of the unions of the Detroit Casino Council.

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

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

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

18.04. Educational Expense Training.

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

b. Regular full-time and part-time Associates who have completed at least six (6) months of continuous service eligible for educational financial assistance up to \$1,200 per semester not to exceed \$2,400 per year.

c. Associates are not eligible for educational assistance if:

1. They are in receipt of comparable veteran's education benefits, scholarships or other financial aid, except for student loans;

2. They are on a leave of absence, other than a medical leave of absence.

3. Their employment record contains a disciplinary suspension within the three-month period prior to the date of the request, or the Associate has a poor attendance record that includes a written warning at the time of the request.

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

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

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

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

2. Forms can be obtained from the Training Department.

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

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

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

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

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

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

3. Associates can pick up their check at the Training Department two weeks after submission of the required documentation;

4. If an Associate is separated from the Employer before completion of the course, or after completion but before reimbursement is received, reimbursement will be voided. Associates are encouraged to share proof of course completion with their Manager.

k. Documentation of course completion is included in the Associate's employment record.

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

18.05 Associates who are laid off as a result of technological change will be provided the opportunity to receive training to fill job openings in other classifications in

the Bargaining Unit for one year following the date of the layoff. Such training will include "on-the-job" training, participation in formal Company training programs (subject to and in a manner consistent with the policies regarding such programs) or through outside training eligible for tuition reimbursement under the provisions of this Article.

18.06. Seminars and/or Conference Reimbursement.

a. Full-time Associates who have successfully completed their Introductory Period are eligible to attend professional development seminars/conferences, in accordance with the following:

1. The Director of the Department must pre-approve in writing seminars and conferences;
2. The Associate's department is responsible for the seminar and/or conference registration, travel arrangements and payment of fees;
3. Certificates of completion for a seminar or conference should be forwarded to Human Resources for inclusion in the Associate's employment record.

b. The Director of Human Resources must approve exceptions to this policy.

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

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

b. MotorCity will give a bonus of \$300 to any Associate who does not currently have a High School Diploma who enters and completes a GED program to obtain a high school equivalency degree. The bonus will be credited against the Associate's annual tuition reimbursement allotment.

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

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

18.09. Employment Apprenticeships.

a. Engineers.

1. MotorCity will employ one (1) Apprentice Engineer for every ten (10) Engineers employed at the property with a maximum employment of two (2) Apprentice Engineers;

2. Apprentice rates shall be set at seventy-five percent to ninety-five percent (75%-95%) of the Journeyman rates dependent upon the individual's qualifications and certificates earned;

3. The Employer agrees to assign a representative to the Joint Apprenticeship Committee as a member or alternate.

b. Slot Technicians.

1. After joint development of a slot technician apprentice program, MotorCity will employ one (1) Apprentice Slot Technician for every ten (10) Slot Technicians employed at the property with a maximum employment of two (2) Apprentice Slot Technicians. Apprentice rates shall be set at seventy-five percent to ninety-five percent (75%-95%) of the Journeyman rates dependent upon the individual's qualifications and certificates earned;

2. The Employer agrees to assign a representative to the Joint Apprenticeship Committee as a member or alternate.

Article 19

Intentionally Omitted

Article 20

GAMING LICENSES

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

a. MotorCity will continue to pay the application fee for the MGCB license. MotorCity will continue to deduct the cost of the application fee from the

Associate's paycheck(s). MotorCity will reimburse the Associate for the application fee after the Associate has completed his/her initial 1040 hours of paid work.

b. Upon notice to MotorCity of the issuance of the MGCB license, MotorCity will pay the license fee. MotorCity will pay the license fee directly. MotorCity will deduct the cost of the license from the Associate's paycheck(s). MotorCity will reimburse the Associate for the license fee after the Associate has completed his/her initial 1040 hours of paid work.

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

Article 21

DRUG TESTING

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

a. In the event reasonable cause exists to indicate that the employee may be under the influence of drugs or alcohol;

b. In the event of an on the job injury or in the event of an accident, the employee involved may be tested only if reasonable cause exists to indicate that the employee causing or suspected of causing the accident may be under the influence of drugs or alcohol;

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

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

e. Only after the administration of the initial test and a mass spectrometry ("ms") confirmation test that show positive will the test results be considered positive;

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

Article 22

DISCIPLINE

22.01. Cause for Discharge.

a. No Associate, after having completed the introductory period, shall be disciplined and/or discharged except for just cause. The Employer shall follow a system of progressive discipline. The parties agree that progressive discipline normally requires, prior to suspension or discharge, that an Associate be given a written opportunity to correct the deficiency, but that within the principle of progressive discipline, the Employer may impose immediate suspension or discharge for just cause for dishonesty, incompetence, misconduct, insubordination, serious discourteous conduct toward a guest, failure to report to work without just cause, walking off the job during a shift, or drinking alcohol or use of controlled substance, or being under the influence thereof, during the Associates shift.

b. When an Associate who has completed the introductory period is disciplined and/or discharged, the reason therefore will be given to the Associate in writing. When an Associate is suspended or discharged, copies of the written notice to the Associate will be sent to the Union within seventy-two (72) hours of the discharge. Upon request by the Union, legible copies of all documents relevant to discipline or discharge shall be provided to the Union.

22.02. Warning Notices. Warning notices issued to Associates must specify the events or actions for which the warning notice is issued. Warning notices shall be issued to Associates 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. A copy of any written warning notice shall be issued to the Associate. The Associate shall be required to sign all notices for the purposes of acknowledging receipt and may include a rebuttal statement in addition to his or her signature.

22.03. Time of Discharge. Both the Employer and the Associates will approach the disciplinary process in a professional and respectful manner. No Associate shall be discharged on a day off or while on vacation.

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

22.05. Upon an Associate's request, a Council representative will be present at an interview, investigation or meeting regarding disciplinary action. MotorCity will not

require or request an Associate to resign, or to sign a confession or statement concerning his/her conduct, unless the Associate is first given an opportunity to have a Council representative present and the Council representative appears without undue delay.

22.06. The Union shall have the sole right to take a suspension and/or discharge as a grievance to the third step of the Grievance Procedure, and the matter shall be handled in accordance with this procedure.

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

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

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

Letter of Understanding

ARTICLE 22-DISCIPLINE

During negotiations in 2003, the parties discussed concerns raised by the Union regarding multiple personnel files and the Employer's ability to use information contained in personnel files for disciplinary purposes.

The Employer agrees that there will be one official personnel file located in the Human Resources Department.

Further, the Employer agrees to abide by the National Labor Relations Act as it relates to the production of information, including surveillance tapes.

An Associate wishing to review his or her personnel file must complete a "Request to Review Personnel File Form." An Associate may review his/her personnel file two (2) times per year in a manner consistent with applicable law. The Employer shall provide the Associate with a hard copy of the file within 72 hours of receipt of the completed form. The cost of copying the file the second time shall be borne by the Associate, who shall authorize a payroll deduction for that purpose.

Article 23

GRIEVANCE PROCEDURE

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

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

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

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

d. Steps I-II. Settlements reached at Step I-II shall be considered non-precedential, unless the Human Resources Director and the Council Representative agree that the settlement shall be reduced to writing and may be used as a precedent in the future. If the settlement is reduced to writing, the written settlement shall be signed and dated by both the Human Resources Director and the Council Representative.

23.02. Arbitration.

a. Expedited Arbitration. If a grievance is not resolved pursuant to the grievance procedure set forth in Section 23.01 above, either party may submit a discipline and/or discharge matter to Expedited Arbitration, within ten (10) calendar days of the decision of the Director of the Department or Director's designee under Step III of Section 23.01 above.

1. The arbitrator shall be selected through a rotation system from a predetermined panel of arbitrators who have agreed to be available to hold a hearing within the requisite period of time.

2. The arbitration shall be held within fifteen (15) calendar days of submission pursuant to 23.02(a) above.

3. The arbitrator shall render the decision orally within twenty-four (24) hours of the hearing. The arbitrator's decision shall be final and binding on the parties. If one or more parties request, the arbitrator shall reduce his or her decision to writing within thirty (30) calendar days.

b. Formal Arbitration. If a grievance involves an issue of contract interpretation, and it is not resolved pursuant to the grievance procedure set forth in Section 23.01, either party may submit the matter to final and binding arbitration within ten (10) days of the decision of the Director of the Department or Director's designee under Step III of Section 23.01 above.

1. Representatives of the Employer and the Union may agree to select an arbitrator, but if they are unable to do so, the arbitrator shall be selected by a rotation system from a panel of arbitrators.

2. No arbitrator shall be chosen to serve in two (2) consecutive formal arbitrations unless by mutual consent of the parties.

c. General

1. The procedures shall be pursuant to the voluntary arbitration rules of the American Arbitration Association.

2. Each party will bear its own costs and will share equally the fees and expenses of the arbitration.

3. The arbitrator shall be notified in writing of his/her selection, and shall have no authority, jurisdiction or power to amend, modify, nullify or add to the provisions of this Agreement.

4. The award of the arbitrator shall be final and binding upon the Employer, the Union, and the Associate(s) involved. The expenses and fees of the arbitrator shall be shared equally by the Employer and the Union.

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

23.04. All time limits in the above procedure may be waived by the mutual written agreement of the parties.

Article 24

MICHIGAN GAMING CONTROL BOARD

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

However, if the Associate satisfies his/her obligation to the Board and his/her license is reinstated within thirty (30) days of termination, the Employer will reemploy the Associate in his/her former position or a comparable position in his/her classification for which the Associate is qualified. In such circumstances, the Associate will be credited with seniority accrued prior to termination.

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

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

24.03. Discipline.

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

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

c. Nothing in this section is intended to limit MotorCity's rights under Article 22 (Discipline Article) to apply progressive discipline for violations of Employer policies and procedures.

Article 25

NON-DISCLOSURE OF INFORMATION

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

Article 26

MANAGEMENT RIGHTS AND RESPONSIBILITIES

26.01. Right to Manage. Both parties agree that the Employer has the right to manage, direct, plan and control its business and its operations, including matters that are not covered by this Agreement. These rights include, but are not limited to: the right to cross-utilize Associates property-wide; reprimand, suspend or separate Associates; to

determine the duties of Associates to be employed and to direct the working force; to assign work as needed; to determine the number of Associates to be employed; to determine the means, methods, and schedules of operations; to hire, separate, classify, reclassify, schedule, assign, promote, transfer, layoff and/or rehire Associates; and to introduce or establish new equipment, facilities, technological changes, procedures or processes. All of the foregoing rights are reserved by the Employer except to the extent they may be contrary to or inconsistent with the terms and conditions of this Agreement.

26.02. Rules and Posting. The Employer may establish and administer reasonable rules, regulations and procedures governing the conduct of Associates, provided that such rules, regulations and procedures are not inconsistent with any provisions of this Agreement. The Employer shall post and maintain any such rules in such places within its establishment so that all Associates affected thereby, and business representatives of the Council and its member Unions, may have an opportunity to become familiar with them. The Associate and the Union will be given reasonable advance written notice of changed or new rules and procedures. The reasonableness of any rules, regulations and procedures provided for herein, are subject to the grievance procedures of this Agreement.

Article 27

UNION SECURITY

27.01. Union Shop. Subject to the provisions of the Labor Management Relations Act, 1947, as amended, it shall be a condition of their employment that all Associates covered by this Agreement who are members of the Council, or one of the Unions comprising the Council, in good standing on the date of execution of this Agreement shall remain members in good standing during the period of their employment; and those who are not members of the Council, or one of the Unions comprising the Council, on the date of execution of this Agreement shall, on the 30th day following execution of this Agreement, become and remain members of the Council, or one of the Unions comprising the Council. It shall also be a condition of employment hereunder that all Associates covered by this Agreement shall, on or after the 30th day following the Associate's first employment by the Employer in classifications covered herein, become and remain members of the Council, or one of the Unions comprising the Council, throughout the period of their employment with the Employer.

27.02. Indemnification. The Council and the Unions comprising the Council will indemnify and save the Employer harmless against any and all claims, demands or other forms of liability which may arise out of, or by reason of, any action taken or not taken by the Employer, at the request of the Council, or one of the Unions comprising the Council, in accordance with the provisions of this Article.

27.03. Enforcement Mechanism. The Employer shall provide the Associate with the appropriate union dues deduction card at the time the Associate is hired. The Employer shall provide on a bi-weekly basis to each of the four (4) unions comprising the DCC an appropriate list of all Associates hired, transferred or promoted into that union's jurisdiction. Within fifteen (15) days after receipt of written notice from the Union that any Associate covered by this Agreement has failed, pursuant to the terms of this Article, to tender payment of the periodic dues and initiation fees uniformly required as a condition of acquiring membership in the Union, the Employer will terminate such Associate.

Article 28

DUES CHECK-OFF

28.01. The Employer, during the term of the Agreement, agrees to deduct each month Union membership dues and initiation fees from the pay of those Associates who have voluntarily authorized such deductions in writing as provided in Section 28.02. Such membership dues shall be limited to amounts properly levied by the Detroit Casino Council, or the Unions comprising the Council.

28.02. The Authorizations are attached as Exhibits II.

28.03. Deductions shall be made only in accordance with the provisions of said Authorizations and this Article.

28.04. The original or a facsimile of a properly executed form for each Associate for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under forms which have been properly executed and are in effect. Any form which is incomplete or in error will be returned to the Union by the Employer.

28.05. Check-off deductions under all properly executed forms which have been delivered to the Employer on or before the fifteenth (15th) day of any particular month thereafter shall begin with the following calendar month.

28.06. Deductions shall be made from the pay received on the first payday of each month regardless of the payroll period ending date represented on that payroll check.

28.07. The Employer agrees to make deductions as otherwise provided in this Article in the case of Associates who have returned to work after authorized leave of absence.

28.08. The Employer shall remit each month to the designated financial officer of the Union the amount of deductions made for that particular month, together with a list of Associates and their social security numbers, for whom such deductions have been made. The information shall be in computer readable electronic form, in an agreed-upon format.

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

28.09. Any Associates whose seniority is broken by death, quit, discharge or layoff, or who is transferred to a position outside the scope of the bargaining unit, shall cease to be subject to check-off deductions beginning with the month immediately following that in which such death, quit, discharge, layoff, or transfer occurred.

28.10. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon the Authorizations submitted to the Employer.

Article 29

UNION ACTIVITY

29.01. Authorized representatives of the Council shall be permitted to visit the Employer's establishment for the purpose of communicating with Associates and appropriate supervisors regarding Council business and collecting Union dues, assessments and initiation fees. Such visits shall not unreasonably interfere with the conduct of the Employer's business, or with the performance of work by Associates during their working hours. Union representatives will be required to report to the designated office or Security and sign in and wear identification while on the premises of the Employer. While on the Employer's property, the Council agrees that it shall comply with all applicable rules and regulations or directives, including but not limited to, those of the Michigan Gaming Control Board as well as all health and safety rules and regulations of the Employer.

29.02. The Council may select a reasonable number of Union Stewards from among the Associates. The Council is responsible for notifying the Employer, in writing, as to the names of the Union Stewards, their jurisdictions, and keeping the Employer apprised of any changes. Union Stewards may act as Union representatives, assist Union representatives in proceedings under Article 23 (Grievance Procedure), and engage in discussions with the Employer's designated representatives of questions or concerns regarding the Employer's work practices or procedures. A Union Steward must undergo a joint training program in communications and conflict resolution.

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

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

a. As set forth in Article 27, the Employer shall provide on a bi-weekly basis to each of the four (4) unions comprising the DCC an appropriate list of all Associates hired into, transferred or promoted into that union's jurisdiction during the preceding period, including each Associate's name, social security number, address, phone number, department, job title, hire date, sex and date of birth.

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

c. The Employer shall furnish the Union with a quarterly list of all Associates in the bargaining unit, including each Associate's names, social security number, department, job title, address, phone number, date of birth, date of hire and sex. This report shall be in computer-readable electronic form in an agreed upon format.

d. All Associates shall be required to attend the Company's new hire orientation during which the DCC will provide all bargaining unit Associates a thirty (30) minute orientation.

Article 30

DETROIT CASINO COUNCIL BUTTONS

30.01. Associates may wear either the DCC button jointly designed by the Council and the Employer or a button of reasonable size of their respective union.

Article 31

POLITICAL ACTION COMMITTEE

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

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

31.02. The parties shall explore the feasibility under State law of implementing voluntary payroll deduction for political contributions for state and local elections. If it is determined by a court of competent jurisdiction that such deductions are lawful, Section .01 above will be modified accordingly.

31.03. The political contribution deduction shall be made once each month during which an Associate who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the Union Designee, accompanied by a form stating the name, social security number, and address of each Associate for whom a deduction has been made, and the amount deducted.

31.04. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other terms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

Article 32

SUBCONTRACTING

32.01. The Employer agrees it will not subcontract work being performed by members of the bargaining unit at any time. Notwithstanding the foregoing, the Employer shall have the right, so long as it does not result in the displacement of bargaining unit Associates or any reduction of hours of work for bargaining unit Associates, to:

- a. enter into service maintenance agreements for the repair and/or maintenance of purchased or leased equipment, or to contract for the repair of the Employer's property, buildings, or fixtures, to the extent such work cannot reasonably, economically and expeditiously be performed by bargaining unit Associates;
- b. contract for the renovation, reconstruction or restoration of the Employer's property, buildings or fixtures;
- c. have work performed pursuant to warranty; and
- d. enter into contracts for the purchase of prepared food or baked goods.

Nothing contained in this Article shall preclude the Employer from contracting with third parties to lease and/or own and operate a signature or themed high-end or gourmet restaurant/entertainment enterprise. The Employer may enter into one (1) such contract, provided that there are at least five (5) Employer operated food outlets in which bargaining unit work is performed by bargaining unit employees and so long as no Employer operated fine dining outlet is permanently closed or has its hours and menu substantially curtailed.

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

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

Article 33

NO STRIKE OR LOCKOUT

33.01. The Employer and the Union agree that excellent service and the enjoyment and entertainment of Guests, is an essential goal of MotorCity and its Associates. To that end, the parties agree that this labor Agreement provides for appropriate dispute resolution methods. Therefore, the Employer will not lock out Associates during the term of this Agreement, nor will the Detroit Casino Council, the Unions that are part of the Council, or Associates engage in or support any strike, sympathy strike, walk-out, sit-down, slowdown, or any other interference with the performance of work and the service of customers.

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

Article 34

OWNERS AND SUCCESSORS

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

34.02. Obligations on Employer Selling or Assigning. In the event that the Employer sells or assigns its business or in the event that there is a material change in the form of ownership, the Employer shall give the Council reasonable advance notice thereof in writing and shall make all payments which are due or shall be due as of the date of transfer of the business for wages and benefits for Associates covered by this

Agreement. In addition, the Employer shall be responsible for accrued vacation payments for each Associate covered by this Agreement. The Employer further agrees that as a condition to any such sale, assignment or transfer of ownership, the Employer will obtain from this successor or successors in interest a written assumption of this Agreement and furnish a copy thereof to the Council.

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

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

Article 35

SAVINGS CLAUSE

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

Article 36

TERM-TERMINATION-RENEWAL

This Agreement shall be in full force and effect from October 17, 2003 until 11:59 p.m. on October 16, 2007.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this ___ day of _____, 2003, in Wayne County, State of Michigan.

FOR THE EMPLOYER:

FOR THE COUNCIL:

By: _____

By: _____

Its: _____

Its: _____

Exhibit I WAGE SCALES

Motor City	100%	90%	80%
Current Classification	Regular	6 Month	New Hire
Food			
Fine Dining Busperson	10.00	9.00	8.00
Buffet Busperson	10.00	9.00	8.00
Dining Room Attendant	11.58	10.42	9.26
Fine Dining Server	7.70	6.93	6.16
VIP Server	13.32	11.99	10.66
Fine Dining Host(ess)	11.58	10.42	9.26
Buffet Host(ess)	11.58	10.42	9.26
Tablesides Cook/Server	12.57	11.31	10.06
First Line Cook	15.75	14.18	12.60
Prep Cook	13.62	12.26	10.90
Line Cook	15.10	13.59	12.08
Food Cashier	15.09	13.58	12.07
Food Runner	12.15	10.93	9.72
Utility Person	11.86	10.67	9.48
Beverage			
Barback	11.29	10.16	9.03
Bartender	12.74	11.47	10.19
Bartender-Lead	13.32	11.99	10.66
Cocktail Server	9.00	8.10	7.20
Cocktail Server-Lead	9.72	8.75	7.78
Slots			
Slot Tech Trainee Level I	14.72		
Slot Tech Trainee Level II	15.70	-	-
Slot Tech Trainee Level III	16.68	-	-
Slot Tech Trainee Level IV	17.66	-	-
Slot Tech Level I	19.63	17.66	15.70
Slot Tech Level II	23.18	20.86	18.54
Slot Tech Level III (Journeyman)	24.88	22.39	19.90
Electronic Technician	25.93	23.34	20.74
Slot Floorperson	12.74	11.47	10.19
Money Runner	15.25	13.72	12.20
Table Games			
Dealer Trainee	6.05	-	-
Dealer Level I	7.95	7.16	6.36
Dealer Level II	8.20	7.38	6.56
Dealer Level III	8.50	7.65	6.80
Pit Card and Dice Clerk	12.74	11.47	10.19
Pit Clerk	12.74	11.47	10.19
Pit Clerk-Lead	14.50	13.05	11.60
Pit Technician Level I	22.45	20.20	17.96
Pit Technician-Lead	24.66	22.19	19.72

Motor City	100%	90%	80%
Current Classification	Regular	6 Months	New Hire
Internal Maintenance			
Project Crew Porter	13.27	11.94	10.62
Porter	12.74	11.47	10.19
Porter-Lead	14.50	13.05	11.60
Cage			
Cage Cashier	15.09	13.58	12.07
Main Bank Cashier	18.75	16.87	15.00
Associate Bank Cashier	16.27	14.65	13.02
Cage & Count Room Technician	21.59	19.43	17.27
Soft Count Team Member	15.25	13.72	12.20
Hard Count Team Member	15.25	13.72	12.20
Engineering			
Maintenance Trainee Level I	14.20	-	-
Maintenance Trainee Level II	16.23	-	-
Maintenance Trainee Level III	17.24	-	-
Maintenance Trainee Level IV	18.26	-	-
Engineer/Level I	20.28	18.26	16.23
Engineer/Level II	22.58	20.32	18.06
Engineer/Level III	24.88	22.39	19.90
AV Technician Level II	22.20	19.98	17.76
Gardner	13.27	11.94	10.62
Retail			
Retail Sales Host	15.09	13.58	12.07
Retail Inventory Control Clerk	16.27	14.65	13.02
Coat Check Host	9.24	8.32	7.39
Cigarette Server	11.01	9.91	8.81
Receiving			
Receiver	12.74	11.47	10.19
Wardrobe			
Uniform Control Clerk	12.15	10.93	9.72
Uniform Control Clerk-Lead	13.03	11.73	10.42
Seamstress	12.68	11.41	10.14
PBX			
PBX Operator	12.15	10.93	9.72
PBX Operator-Lead	13.10	11.79	10.48
Transportation			
Valet Attendant	8.21	7.39	6.57
Valet Attendant-Lead	11.01	9.91	8.81
Valet Cashier	12.74	11.47	10.19
Traffic & Booth Attendant	10.27	9.24	8.22
Shuttle Driver	12.74	11.47	10.19
Player Development			
Players Club Clerk	13.03	11.73	10.42

Motor City	Year		
Current Classification	100%	90%	80%
	Regular	6 Months	New Hire
	2.5%		
Food			
Fine Dining Bussperson	10.25	9.23	8.20
Buffet Bussperson	10.25	9.23	8.20
Dining Room Attendant	11.87	10.68	9.50
Fine Dining Server	7.89	7.10	6.31
VIP Server	13.65	12.29	10.92
Fine Dining Host(ess)	11.87	10.68	9.50
Buffet Host(ess)	11.87	10.68	9.50
Tableside Cook/Server	12.88	11.59	10.30
First Line Cook	16.14	14.53	12.91
Prep Cook	13.96	12.56	11.17
Line Cook	15.48	13.93	12.38
Food Cashier	15.47	13.92	12.38
Food Runner	12.45	11.21	9.96
Utility Person	12.16	10.94	9.73
Beverage			
Barback	11.57	10.41	9.26
Bartender	13.06	11.75	10.45
Bartender-Lead	13.65	12.29	10.92
Cocktail Server	9.23	8.31	7.38
Cocktail Server-Lead	9.96	8.96	7.97
Slots			
Slot Tech Trainee Level I	15.09	-	-
Slot Tech Trainee Level II	16.09	-	-
Slot Tech Trainee Level III	17.10	-	-
Slot Tech Trainee Level IV	18.10	-	-
Slot Tech Level I	20.12	18.11	16.10
Slot Tech Level II	23.76	21.38	19.01
Slot Tech Level III (Journeyman)	25.50	22.95	20.40
Electronic Technician	26.58	23.92	21.26
Slot Floorperson	13.06	11.75	10.45
Money Runner	15.63	14.07	12.50
Table Games			
Dealer Trainee	6.20	5.58	4.96
Dealer Level I	8.15	7.34	6.52
Dealer Level II	8.41	7.57	6.73
Dealer Level III	8.71	7.84	6.97
Pit Card and Dice Clerk	13.06	11.75	10.45
Pit Clerk	13.06	11.75	10.45
Pit Clerk-Lead	14.86	13.37	11.89
Pit Technician Level I	23.01	20.71	18.41
Pit Technician-Lead	25.28	22.75	20.22

Motor City	100%	90%	80%
Current Classification	Regular	16 Month	New Hire
	2.5%		
Internal Maintenance			
Project Crew Porter	13.60	12.24	10.88
Porter	13.06	11.75	10.45
Porter-Lead	14.86	13.37	11.89
Cage			
Cage Cashier	15.47	13.92	12.38
Main Bank Cashier	19.22	17.30	15.38
Associate Bank Cashier	16.68	15.01	13.34
Cage & Count Room Technician	22.13	19.92	17.70
Soft Count Team Member	15.63	14.07	12.50
Hard Count Team Member	15.63	14.07	12.50
Engineering			
Maintenance Trainee Level I	14.56	-	-
Maintenance Trainee Level II	16.64	-	-
Maintenance Trainee Level III	17.67	-	-
Maintenance Trainee Level IV	18.72	-	-
Engineer/Level I	20.79	18.71	16.63
Engineer/Level II	23.14	20.83	18.51
Engineer/Level III	25.50	22.95	20.40
AV Technician Level II	22.76	20.48	18.21
Gardner	13.60	12.24	10.88
Retail			
Retail Sales Host	15.47	13.92	12.38
Retail Inventory Control Clerk	16.68	15.01	13.34
Coat Check Host	9.47	8.52	7.58
Cigarette Server	11.29	10.16	9.03
Reception			
Receiver	13.06	11.75	10.45
Wardrobe			
Uniform Control Clerk	12.45	11.21	9.96
Uniform Control Clerk-Lead	13.36	12.02	10.69
Seamstress	13.00	11.70	10.40
PBX			
PBX Operator	12.45	11.21	9.96
PBX Operator-Lead	13.43	12.09	10.74
Transportation			
Valet Attendant	8.42	7.58	6.74
Valet Attendant-Lead	11.29	10.16	9.03
Valet Cashier	13.06	11.75	10.45
Traffic & Booth Attendant	10.53	9.48	8.42
Shuttle Driver	13.06	11.75	10.45
Player Development			
Players Club Clerk	13.36	12.02	10.69

Motor City	Years		
Current Classification	100%	70%	40%
	3% or \$.40	6 Months	New Hire
Food			
Fine Dining Bussperson	10.65	9.59	8.52
Buffet Bussperson	10.65	9.59	8.52
Dining Room Attendant	12.27	11.04	9.82
Fine Dining Server	8.29	7.46	6.63
VIP Server	14.06	12.65	11.25
Fine Dining Host(ess)	12.27	11.04	9.82
Buffet Host(ess)	12.27	11.04	9.82
Tableside Cook/Server	13.28	11.95	10.62
First Line Cook	16.62	14.96	13.30
Prep Cook	14.38	12.94	11.50
Line Cook	15.94	14.35	12.75
Food Cashier	15.93	14.34	12.74
Food Runner	12.85	11.57	10.28
Utility Person	12.56	11.30	10.05
Beverage			
Barback	11.97	10.77	9.58
Bartender	13.46	12.11	10.77
Bartender-Lead	14.06	12.65	11.25
Cocktail Server	9.63	8.67	7.70
Cocktail Server-Lead	10.36	9.32	8.29
Slot			
Slot Tech Trainee Level I	15.54	-	-
Slot Tech Trainee Level II	16.57	-	-
Slot Tech Trainee Level III	17.61	-	-
Slot Tech Trainee Level IV	18.64	-	-
Slot Tech Level I	20.72	18.65	16.58
Slot Tech Level II	24.47	22.02	19.58
Slot Tech Level III (Journeyman)	26.27	23.64	21.02
Electronic Technician	27.38	24.64	21.90
Slot Floorperson	13.46	12.11	10.77
Money Runner	16.10	14.49	12.88
Table Games			
Dealer Trainee	6.60	-	-
Dealer Level I	8.55	7.70	6.84
Dealer Level II	8.81	7.93	7.05
Dealer Level III	9.11	8.20	7.29
Pit Card and Dice Clerk	13.46	12.11	10.77
Pit Clerk	13.46	12.11	10.77
Pit Clerk-Lead	15.31	13.78	12.25
Pit Technician Level I	23.70	21.33	18.96
Pit Technician-Lead	26.04	23.44	20.83

Current Classification	100%	90%	80%
	3% or \$.40	76 Month	New Hire
Internal Maintenance			
Project Crew Porter	14.01	12.61	11.21
Porter	13.46	12.11	10.77
Porter-Lead	15.31	13.78	12.25
Cashier			
Cage Cashier	15.93	14.34	12.74
Main Bank Cashier	19.80	17.82	15.84
Associate Bank Cashier	17.18	15.46	13.74
Cage & Count Room Technician	22.79	20.51	18.23
Soft Count Team Member	16.10	14.49	12.88
Hard Count Team Member	16.10	14.49	12.88
Trainer			
Maintenance Trainee Level I	15.00	-	-
Maintenance Trainee Level II	17.14	-	-
Maintenance Trainee Level III	18.20	-	-
Maintenance Trainee Level IV	19.28	-	-
Engineer			
Engineer/Level I	21.41	19.27	17.13
Engineer/Level II	23.83	21.45	19.06
Engineer/Level III	26.27	23.64	21.02
AV Technician Level II	23.44	21.10	18.75
Gardner	14.01	12.61	11.21
Retail			
Retail Sales Host	15.93	14.34	12.74
Retail Inventory Control Clerk	17.18	15.46	13.74
Coat Check Host	9.87	8.88	7.90
Cigarette Server	11.69	10.52	9.35
Receiving			
Receiver	13.46	12.11	10.77
Wardrobe			
Uniform Control Clerk	12.85	11.57	10.28
Uniform Control Clerk-Lead	13.76	12.38	11.01
Seamstress	13.40	12.06	10.72
PBX			
PBX Operator	12.85	11.57	10.28
PBX Operator-Lead	13.83	12.45	11.06
Transportation			
Valet Attendant	8.82	7.94	7.06
Valet Attendant-Lead	11.69	10.52	9.35
Valet Cashier	13.46	12.11	10.77
Traffic & Booth Attendant	10.93	9.84	8.74
Shuttle Driver	13.46	12.11	10.77
Player Development			
Players Club Clerk	13.76	12.38	11.01

Motor City	Year 1	Year 2	Year 3
Current Classification	100%	90%	80%
	Regular	6 Month	New Hire
	4% or \$.50		
Food			
Fine Dining Bussperson	11.15	10.04	8.92
Buffet Bussperson	11.15	10.04	8.92
Dining Room Attendant	12.77	11.49	10.22
Fine Dining Server	8.79	7.91	7.03
VIP Server	14.62	13.16	11.70
Fine Dining Host(ess)	12.77	11.49	10.22
Buffet Host(ess)	12.77	11.49	10.22
Tablesides Cook/Server	13.81	12.43	11.05
First Line Cook	17.28	15.55	13.82
Prep Cook	14.96	13.46	11.97
Line Cook	16.58	14.92	13.26
Food Cashier	16.57	14.91	13.26
Food Runner	13.36	12.02	10.69
Utility Person	13.06	11.75	10.45
Beverage			
Barback	12.47	11.22	9.98
Bartender	14.00	12.60	11.20
Bartender-Lead	14.62	13.16	11.70
Cocktail Server	10.13	9.12	8.10
Cocktail Server-Lead	10.86	9.77	8.69
Slot			
Slot Tech Trainee Level I	16.16	-	-
Slot Tech Trainee Level II	17.23	-	-
Slot Tech Trainee Level III	18.31	-	-
Slot Tech Trainee Level IV	19.39	-	-
Slot Tech Level I	21.55	19.40	17.24
Slot Tech Level II	25.45	22.91	20.36
Slot Tech Level III (Journeyman)	27.32	24.59	21.86
Electronic Technician	28.48	25.63	22.78
Slot Floorperson	14.00	12.60	11.20
Money Runner	16.74	15.07	13.39
Table Games			
Dealer Trainee	7.10	-	-
Dealer Level I	9.05	8.15	7.24
Dealer Level II	9.31	8.38	7.45
Dealer Level III	9.61	8.65	7.69
Pit Card and Dice Clerk	14.00	12.60	11.20
Pit Clerk	14.00	12.60	11.20
Pit Clerk-Lead	15.92	14.33	12.74
Pit Technician Level I	24.65	22.19	19.72
Pit Technician-Lead	27.08	24.37	21.66

Motor City	100%	90%	80%
Current Classification	Regular	6 Month	New Hire
	4% or 5.50		
Internal Maintenance			
Project Crew Porter	14.57	13.11	11.66
Porter	14.00	12.60	11.20
Porter-Lead	15.92	14.33	12.74
Cashier			
Cage Cashier	16.57	14.91	13.26
Main Bank Cashier	20.59	18.53	16.47
Associate Bank Cashier	17.87	16.08	14.30
Cage & Count Room Technician	23.70	21.33	18.96
Soft Count Team Member	16.74	15.07	13.39
Hard Count Team Member	16.74	15.07	13.39
Maintenance			
Maintenance Trainee Level I	15.60	-	-
Maintenance Trainee Level II	17.83	-	-
Maintenance Trainee Level III	18.93	-	-
Maintenance Trainee Level IV	20.05	-	-
Engineer/Level I	22.27	20.04	17.82
Engineer/Level II	24.78	22.30	19.82
Engineer/Level III	27.32	24.59	21.86
AV Technician Level II	24.38	21.94	19.50
Gardner	14.57	13.11	11.66
Retail			
Retail Sales Host	16.57	14.91	13.26
Retail Inventory Control Clerk	17.87	16.08	14.30
Coat Check Host	10.37	9.33	8.30
Cigarette Server	12.19	10.97	9.75
Reception			
Receiver	14.00	12.60	11.20
Wardrobe			
Uniform Control Clerk	13.36	12.02	10.69
Uniform Control Clerk-Lead	14.31	12.88	11.45
Seamstress	13.94	12.55	11.15
PBX			
PBX Operator	13.36	12.02	10.69
PBX Operator-Lead	14.31	12.94	11.50
Transportation			
Valet Attendant	9.32	8.39	7.46
Valet Attendant-Lead	12.19	10.97	9.75
Valet Cashier	14.00	12.60	11.20
Traffic & Booth Attendant	11.43	10.29	9.14
Shuttle Driver	14.00	12.60	11.20
Player Development			
Players Club Clerk	14.31	12.88	11.45

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into by and between Mandalay Resort Group and Detroit Entertainment, L.L.C. (hereinafter together called the "Corporations") and the Detroit Casino Council (hereinafter called the "Council").

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

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

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

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

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

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

Upon request, the Corporations will update the information monthly.

The Council or the appropriate member Union(s), if applicable, may request recognition as the exclusive bargaining agent for the employees in the traditional bargaining unit represented by the Council or the appropriate member Union(s), if applicable, in the casino, hotel and/or restaurant industry in Detroit, Michigan. A

disinterested, neutral party mutually satisfactory to the Corporations and the Council will be selected to conduct a review of employees' authorization cards and membership information submitted by the Council in support of its claim to represent a majority of the employees in the unit.

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

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

During the life of this Agreement, the Council will not engage in picketing or other economic activity at any operation covered by this Agreement. It is expressly agreed and understood that this Memorandum of Agreement, which shall expire on October 16, 2007, shall be inapplicable to any enterprise of the Corporations outside of Detroit, Michigan.

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

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this ___ day of _____, 2003, in Wayne County, State of Michigan.

FOR THE CORPORATIONS

FOR THE COUNCIL

By: _____

By: _____

Its: _____

Its: _____

Side Letter # 1

ASSOCIATE ASSISTANCE PROGRAM ("AAP")

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

Alcoholism and drug dependency are recognized by medical, public health authorities, MotorCity Casino and the Detroit Casino Council as diseases. These diseases can impair Associates' abilities to function in their lives and on their jobs.

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

It is important for the parties to this agreement to:

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

I. Objectives

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

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

II. Guidelines

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

III. Associate Assistance Program Administration

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

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

IV. Acknowledgement

MotorCity Casino and the Detroit Casino Council acknowledge that:

1. Nothing in this statement is to be interpreted as constituting any waiver of Management's right to enforce discipline or discharge as set forth in Article 22 or the right to invoke disciplinary measures in the case of misconduct which may result from or be associated with the use of alcohol, drugs or personal problems. The union may exercise its right to process grievances concerning such matters in accordance with the Dispute Resolution procedure set forth in Article 23.
2. During or following treatment the Associate should not expect any special privileges or exemptions from standard personnel practices; and

3. When an Associate requests a leave of absence to undergo medical treatment for alcoholism, drug dependence, problem gaming or personal problems in or from an appropriate facility in accordance with this program, and when the Associate has voluntarily submitted to such treatment, a leave of absence may be granted pursuant to Article 14 of this Collective Bargaining Agreement and the Associate will be eligible for benefits in accordance with Article 14 (Leave of Absence).
4. An Associate who is not working due to participation in AAP services shall retain and accrue seniority and its related privileges in accordance with the collective bargaining agreement between the parties.

V. Additional Understandings

During the course of these negotiations, the parties held extensive discussions over a wide range of AAP subjects. The following represents the highlights of those discussions and the commitments arrived at between the parties:

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

VI. Special AAP Conditions of Employment

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

1. Participation in self-help meetings. Length of participation that will be required and frequency of meetings can be either specified in advance or left up to the discretion of the AAP vendor/provider.
2. Mandatory completion of an aftercare plan which might include antabuse recommended by a treatment facility and monitored by the AAP vendor.

3. Mandatory cooperation in follow-up and monitoring for a period of time specified by the AAP vendor.
4. A specific period of total non-use of alcohol or other drugs can be agreed to between the parties. The parties must concur with this probationary period which is defined as not less than six months nor more than two years and it must be understood by all parties that resumed use could result in termination of employment.
5. Any conditions of continued employment agreed to by Management, the Union and the Associate are considered contractually binding and non-compliance could result in disciplinary action up to and including discharge. The Associate's previous disciplinary record and action which may be taken for further misconduct will be reserved to the actual settlement of any dispute(s) involved and/or will be resolved between the bargaining unit representative and Associate Relations.

VII. Confidentiality

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

VIII. Michigan Gaming Control Board

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

Side Letter #2

ASSOCIATE PARKING

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

ENGINEERS

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

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

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

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

- Completion (on the Trainee's own time and at his/her own expense, subject to Article 18 regarding tuition reimbursement) of eight (8) hours of classroom training, approved by the Employer, in an approved building maintenance-related field; and
- Completion of 80 hours of hands on experience with an Engineer-Level II or higher, such hours to be tracked on a daily "sign-in sheet" signed by said Engineer; and
- Familiarity with building structures, including stairwells, pump rooms and knowledge of emergency procedures; and
- Completion of 1040 hours of paid time as a Maintenance Trainee-Level I, which includes hours worked, vacation time, holiday time, and sick time; and
- Passage of a test (administered in a verbal question and answer format with written documentation maintained), created jointly by the Employer and the Union, with 90% correct answers being required to pass the test and move on to the next Maintenance Trainee Level. The Employer may terminate any individual who fails the test, provided, however, that any such individual who transferred into the

Maintenance Trainee position from another MotorCity job classification will be permitted to fill the first available vacancy in that prior job classification or to apply for another position at MotorCity for which that individual is qualified.

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

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

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

- Completion (on the Trainee's own time and at his/her own expense, subject to Article 18 regarding tuition reimbursement) of an additional eight (8) hours of classroom

training (beyond that required to become a Maintenance Trainee-Level III), approved by the Employer, in an approved building maintenance-related field; if the employer provides vendor-specific training, it will be on Company time; and

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

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

1. Engineer-Level I.

- A Maintenance Trainee-Level IV shall automatically be promoted to the classification of Engineer-Level I upon obtaining the following qualifications and experience: Completion of 1040 hours of paid time as a Maintenance Trainee-Level IV (which includes hours worked, vacation time, holiday time, and sick time), and passage of a verbal test (in question and answer format, with written documentation maintained), created jointly by the Employer and the Union (the Employer being entitled to terminate any individual who fails the test, provided, however, that any such individual who transferred into the Maintenance Trainee position from another MotorCity job classification will be permitted to fill the first available vacancy in that prior job classification or to apply for another position at MotorCity for which that individual is qualified); or

- Otherwise, to be included in the Engineer-Level I position, a vacancy must exist in that classification and an individual must have the following qualifications and experience: Completion of a minimum of 2 years of experience in building maintenance in the hospitality or service industry, plus trade related certifications and/or licenses as mandated by the Employer, plus successful completion of an evaluation by the Employer.

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

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

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

- Completion of 1040 hours of paid time as a Maintenance Trainee- Level IV (which includes hours worked, vacation time, holiday time, and sick time), followed by completion of at least 6 years of paid work time as an Engineer-Level I and/or Level II (at least 5 years of which were as an Engineer-Level II), or
- Completion of eight (8) years of experience in building maintenance in the hospitality or service industry, plus a journeyman's or master's license in a trade (although 10 years of trade experience may be an acceptable alternative to such licensing), plus at least one of the following:

- Eight (8) years commercial K&R experience, or
- CFC Type III or universal unlimited journeyman refrigeration or a First Class Refrigeration license or Journeyman's License,
- Electrician, millwrights, plumber, locksmith, or journeyman experience, or Master Electrician qualified or Master Plumbers qualified, or

4. Senior Watch Engineer. Senior Watch Engineers are required to have the same qualifications and experience as an Engineer-Level III plus completion of at least 6 months of paid work time as an Engineer-Level III. Senior Watch Engineers shall not administer discipline or assist in the disciplinary process, which is administered by Supervisors or the Chief Engineer (it being understood that notifying supervisors of improper behavior or being present when discipline is administered shall not be deemed to be "assisting in the disciplinary process"). Senior Watch Engineers assign work and provide technical leadership.

5. Required 24 hour Pager Use. Anyone in the Engineer classification who is required as a part of his/her job responsibilities to carry a pager on a 24 hour basis in order to be available to troubleshoot shall receive an additional \$.50 per hour for each hour worked at the casino during the applicable 24 hour period.

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

D. An engineer, reporting to work at other than their regular schedule will be paid a minimum of four (4) hours pay, or at least eight (8) hours when reporting and working more than four (4) hours.

E. For purposes of layoff and recall, employees shall be laid off beginning with the lowest seniority to the highest seniority within the classifications of Engineers or Maintenance Trainees based on classification seniority and the ability to do the work.

F. The parties agree that members covered by the Engineering side letter will receive a one time tool allowance of \$275.00, in addition, the employee will be reimbursed up to \$50.00 per year for tool replacement with the appropriate receipts.

SLOT TECHNICIANS

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

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

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

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

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

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

- Completion (on the Trainee's own time and at his/her own expense, subject to Article 18 regarding tuition

reimbursement) of either 8 hours of classroom training or a 3 credit hour college level course, approved by the Employer, in an electronics-related field, and

- Completion of six (6) months of paid work time as a Slot Technician Trainee-Level I.

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

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

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

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

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

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

troubleshooting and training and/or certification as mandated by the Employer, plus successful completion of an evaluation by the Employer, or

- Completion of six (6) months of paid work time as a Slot Technician Trainee-Level IV, followed by completion of one (1) year of paid work time as a Slot Technician-Level I, followed by completion of one (1) year of paid work time as a Slot Technician-Level II, and followed by completion of six (6) months of paid work time as a Slot Technician-Level III.

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

C. Electronic Technician. A bargaining unit associate who believes that he or she has the necessary qualifications to fill a vacant Electronic Technician position may apply for promotion to such vacant position. However, the decision whether to promote from within the Company or to hire an outside candidate, shall be made by the Company in its discretion.

Side Letter #5

STATIONARY ENGINEER EDUCATION CENTER REIMBURSEMENT

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

The employee will be required to complete the Tuition Reimbursement request form acquired from the Training Department to be eligible for the direct payment to the Stationary Engineer Education Center. The direct payment to the Stationary Engineer Education Center will be applied against the Associate's participation in the Tuition Reimbursement Program.

PIT TECHNICIANS

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

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

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

1. Pit Tech I. A Pit Tech Trainee who has successfully completed the Pit Tech Trainee program, including not less than 1040 hours of paid work in the highest level position within the Pit Tech Trainee classification, shall automatically be included in the Pit Tech I classification. Otherwise, to be included in the Pit Tech I classification, a vacancy must exist in that classification and an individual must have the following qualifications and experience: Completion of a minimum of three (3) years of experience as a Pit Tech at another casino or with a gaming equipment manufacturer (or an equal period of time in one or more equivalent positions), plus electronics and/or mechanical experience and training and/or certifications as mandated by the Employer, plus successful completion of an evaluation by the Employer and a test mutually developed by the Employer and the local Union.

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

- - Successful completion of the Pit Tech Trainee program, plus paid work as a Pit Tech I for a minimum of 2080 hours; or
- Completion of a minimum of four (4) years of experience as a Pit Tech at MotorCity and/or another casino or with a gaming equipment manufacturer (or an equal period of time in one or

more equivalent positions), plus electronics and/or mechanical experience and training and/or certifications as mandated by the Employer, plus successful completion of an evaluation by the Employer and a test mutually developed by the employer and the local Union.

3. Pit Tech Lead.

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

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

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

D. A Pit Tech reporting to work at other than their regular schedule will be paid a minimum of four (4) hours pay or at least eight (8) hours when reporting and working more than four (4) hours.

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

F. The parties agree that members covered by the Pit Tech side letter will receive a one-time tool allowance of \$100.00 and in addition, the Pit Techs will be eligible for up to \$25.00 reimbursement per year for replacement tools with appropriate receipts.

Side Letter # 7

AV TECHNICIANS

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

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

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

1. AV Tech I.

An AV Tech Trainee who has successfully completed the AV Tech Trainee program, including not less than 1040 hours of paid work in the highest level position within the AV Tech Trainee classification, shall automatically be included in the AV Tech I classification.

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

2. AV Tech II.

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

- Successful completion of the AV Tech Trainee program, including not less than 1040 hours of paid work in the highest level position within the AV Tech Trainee classification, plus paid work as an AV Tech I for a time period which, when aggregated with the period in the AV Tech Trainee program, equals or exceeds 5 years; or
- A minimum of five (5) years experience in the AV field plus (i) a graduate certificate in a related field from an accredited school or completion of an AV Tech training program approved by the Employer, plus (ii) successful completion of an evaluation by the Employer

3. AV Tech III

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

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

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

D. An AV Tech reporting to work at other than their regular schedule will be paid a minimum of four (4) hours pay or at least eight (8) hours when reporting and working more than four (4) hours.

E. For purposes of layoff and recall, employees shall be laid off beginning with the lowest seniority to the highest seniority within the AV Tech group based on classification seniority and the ability to do the work.

DUAL RATE SUPERVISORS

An Associate promoted to the classification of Dual Rate Supervisor shall be excluded from the bargaining unit. Dual Rate Supervisors shall enforce Michigan Gaming Control Board regulations and Employer policies and procedures, but shall not be directly involved in disciplining bargaining unit Associates. Dual Rate Supervisors shall comprise no more than twenty percent (20%) of Table Games Supervisors.

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

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

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

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

PART-TIME PRO RATA VACATION PAY CALCULATION

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

1. The number of hours worked by a part-time Associate shall be *divided* by 2080 hours, which is the maximum number of annual hours worked by a regular full-time Associate.
2. The sum reached in number 1. above, shall be *divided* by 86.5%, which is the sum of 1800 hours divided by 2080 hours.
3. The sum reached in number 2. above, shall be *multiplied* by the number of vacation days the Associate is eligible to use based upon completed years of continuous service.

The sum reached in number 3. above, equals the amount of pro rated vacation time that a part-time Associate or Associate working less than 1800 annual hours is eligible to use.

Side Letter # 10

CLASSIFICATION NAMES, SKILLS, EXPERIENTIAL REQUIREMENTS AND PAY RATES FOR DCC DEALERS

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

2. Dealer Classifications. To meet the procedural and operational needs of the Company, Dealers must achieve a minimum number of hours of live dealing experience ("Experiential Requirements") and satisfy the required level of proficiency for the applicable Game Type ("Proficiency Requirements"). Upon achieving the applicable Proficiency Requirements and Experiential Requirements for the applicable Game Type, a Dealer will qualify for an increased rate of pay based on the factors set forth in the chart below:

Classification	Game Types	Proficiency Requirements	Experiential Requirements
Dealer Trainee	Any initial single Game Type	Successfully completed approved training course	Less than 1000 hours of dealing experience in the applicable Game Type.
Dealer I	Craps	Proficient in dealing Craps	Completion of 1000 hours of live dealing experience in Craps as defined in .04(a)
	Blackjack/Pai Gow Poker	Proficient in dealing Blackjack/Pai Gow Poker	Completion of 1000 hours of live dealing experience in Blackjack/Pai Gow Poker as defined in .04(a)
	Blackjack/Baccarat	Proficient in dealing Blackjack/Baccarat	Completion of 1000 hours of live dealing experience in Blackjack/Baccarat as defined in .04(a)
	Blackjack/Carnival Games	Proficient in dealing Blackjack/Carnival Games	Completion of 1000 hours of live dealing experience in Blackjack/ Carnival Games as defined in .04(a)
	Roulette	Proficient in dealing Roulette	Completion of 1000 hours of live dealing experience in Roulette as defined in .04(a)
Dealer II		Proficient in any Two Game Types	Completion of 300 hours of live dealing in the second Game Type
Dealer III		Proficient in any Three Game Types	Completion of 300 hours of live dealing in the third Game Type
Dealer IV		Proficient in any Four Game Types	Completion of 300 hours of live dealing in the fourth Game Type

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

4.

a. Game Type Definitions.

Game Type	Definitions	Experiential Requirements
Blackjack/ Baccarat	Proficient in dealing Blackjack and Baccarat (any commissioned variation)	For Dealer I position: 1000 hours of live dealing experience with no less than 150 hours in Blackjack and 150 hours in Baccarat or Mini Baccarat and some time spent in each other variation of Blackjack and Baccarat. For Dealer II, Dealer III or Dealer IV positions: 300 hours of live dealing experience with no less than 100 hours in Blackjack and 100 hours in Baccarat or Mini Baccarat and some time spent in each other variation of Blackjack and Baccarat.
Blackjack/Pai Gow Poker	Proficient in dealing Blackjack and Poker	For Dealer I positions: 1000 hours of live dealing experience with no less than 150 hours in Blackjack and 150 hours in Pai Gow Poker and some time spent in each other variation of Blackjack. For Dealer II, Dealer III or Dealer IV positions: 300 hours of live dealing experience with no less than 100 hours in Blackjack and 100 hours in Pai Gow Poker and some time spent in each other variation of Blackjack.
Craps	Proficient in dealing all variations of Craps.	For Dealer I position: 1000 hours of live dealing experience in Craps with some time being spent in each variation of Craps. For Dealer II, Dealer III or Dealer IV positions: 300 hours of live dealing experience in Craps with some time being spent in each variation of Craps.
Roulette	Proficient in dealing Single Zero or Double Zero Roulette and all other variations of Roulette	For Dealer I position: 1000 hours of live dealing experience in Roulette with some time being spent in each variation of Roulette. For Dealer II, Dealer III or Dealer IV positions: 300 hours of live dealing experience in Roulette with some time being spent in each variation of Roulette.
Blackjack/ Carnival Games	Proficient in dealing Blackjack and Carnival Games (Caribbean Stud Poker, Let-It-Ride Stud Poker and Three Card Poker)	For Dealer I position: 1000 hours of live dealing experience with no less than 150 hours in Blackjack and 100 hours in Caribbean Stud Poker, 100 hours in Let-It-Ride Stud Poker, 100 hours in Three Card Poker and some time spent in each other variation of Carnival Games (being defined as any game having a requirement of less than 120 hours of training). For Dealer II, III or IV position: 300 hours of live dealing experience in Carnival Games with some time being spent in each game variation of Carnival Games (being defined as any game having a requirement of less than 120 hours of training).

b. New Game Types. When MotorCity decides to introduce a new table game, the Parties shall meet and confer regarding the assignment of the new game to one of the existing Game Types set forth in Paragraph 4.a above or the creation of a

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

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

a. Selection for Initial Game Typing Training.

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

2. Outside Candidates. Outside candidates must meet the Company's recruiting requirements (including drug testing and background checks), and successfully complete a mathematical aptitude test. Outside candidates must also satisfy the licensing requirements of the MGCB.

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

1. Informal Evaluation. Informal evaluation of Dealer Trainees is periodic and at the Company's discretion. At any time during the 1000-hour training period for an initial Game Type, a Supervisor

may determine that a Dealer Trainee is not improving in skill and level of proficiency, and is therefore posing a risk to the Company. The Supervisor communicates with casino management who observes the Dealer Trainee live or through a videotape review. If casino management determines that the Dealer Trainee poses a risk to Company operations and does not show the aptitude necessary for reaching the required level of proficiency, the Dealer Trainee may either be re-assigned or terminated. The Company has sole discretion to determine the action to be taken. The foregoing is subject, however, to the provisions of subparagraph 4 below.

2. Formal Evaluation. Formal evaluation of Dealer Trainees is completed at three intervals: two Intermediate Evaluations and a Final Evaluation shortly after a Dealer Trainee has completed 1000 hours of dealing a particular Game Type. The two Intermediate Evaluations are corrective and coaching in nature. However, either of the Intermediate Evaluations may form the basis upon which the Company determines that a Dealer Trainee does not show the aptitude necessary for reaching the required level of proficiency. The Dealer Trainee may either be re-assigned or terminated. The Company has the sole discretion to determine the action to be taken. The foregoing is subject, however, to the provisions of subparagraph 4 below.
3. Final Evaluation. The Final Evaluation forms the basis upon which the Company determines whether or not the Dealer Trainee meets the applicable Proficiency Requirements. If the Proficiency Requirements are met, then the Dealer Trainee is advanced to the Dealer I classification. If the Proficiency Requirements are not met, the Dealer Trainee is given 80 additional hours of live dealing to correct any deficiencies determined in the Final Evaluation. If the Company concludes that the deficiencies have not been corrected and the Proficiency Requirements have not been achieved after the additional 80 hours, the Dealer Trainee will be re-assigned or terminated. The Company has the sole discretion to determine the action to be taken. The foregoing is subject, however, to the provisions of subparagraph 4 below.
4. If a Dealer Trainee who transferred from another Motor City Casino job classification (a "Transferee") notifies the Company during the initial 30-day period in which the Transferee is acquiring his/her 1000 hours of dealing experience that he/she desires to transfer back to his/her prior job classification, the Transferee shall be transferred back to that job classification (thereby causing the displacement of the individual in that job classification with the lowest seniority). If the Company

determines pursuant to subparagraph (1), (2) or (3) above that a Transferee should be reassigned or terminated, then (i) if the determination is made during the initial 30-day period in which the Transferee is acquiring his/her 1000 hours of dealing experience, the Transferee shall be transferred back to his/her prior job classification (thereby displacing the individual in that classification with the lowest seniority), and (ii) if the determination is made after that initial 30-day period but prior to expiration of the initial 90 day period in which the Transferee is acquiring his/her 1000 hours of dealing experience, then the Transferee will not be transferred back to his/her prior job classification but may apply for any vacant MotorCity job position for which he/she is qualified and will have recall rights to his/her former job classification for one year or the time period he/she was in that former job classification, whichever period is shorter.

6. Training for Subsequent Game Types. This Section applies to Dealers who have attained the Dealer I classification or higher. Dealers may apply for training for any game for which the Company offers training. A Dealer who applies for training and then does not complete the training will not be eligible to re-apply for any Dealer training for the one-year period commencing on the date his/her training class commenced. Training time is unpaid by the Employer.

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

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

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

1. Informal Evaluation. Informal evaluation of subsequent Game Type trainees is periodic and at the Company's discretion. At any time during the 300-hour training period for subsequent Game Types, a Supervisor may determine that a Dealer is not improving in skill and level of proficiency, and is posing a risk to the Company. The Supervisor communicates with casino management who observes the Dealer live or through videotape review. If casino management determines that the Dealer poses a risk to Company operations and does not show the aptitude necessary for reaching the Proficiency Requirements in the subsequent Game Type, the Dealer will be removed from the schedule for such subsequent Game Type assignments. The Dealer will maintain his or her current Dealer classification. The Company has the sole discretion to determine the action to be taken.
2. Formal Evaluation. Formal evaluation of subsequent Game Type trainees is completed at two intervals: an Intermediate Evaluation and Final Evaluation shortly after the Dealer has completed 300 hours of dealing a subsequent Game Type. The Intermediate Evaluation is corrective and coaching in nature. However, the Intermediate Evaluation may form the basis upon which the Company determines that a subsequent Game Type trainee does not show the aptitude necessary to continue and is removed from the schedule for such subsequent Game Type assignments. The Dealer will maintain his or her current Dealer classification. The Company has the sole discretion to determine the action to be taken.
3. Final Evaluation. The Final Evaluation forms the basis upon which the Company determines whether or not the subsequent Game Type trainee meets the Proficiency Requirements. If the Proficiency Requirements are met, then the Dealer is advanced to the appropriate classification. If the Proficiency Requirements are not met, the Dealer is given 80 additional hours of live dealing to correct any deficiencies determined in the Final Evaluation. If the Company concludes that the deficiencies have not been corrected and the Proficiency Requirements have not been achieved after the additional 80 hours, the subsequent Game Type trainee will maintain his or her current Dealer classification. The Company has the sole discretion to determine the action to be taken.

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

8. Dropping Games. Once an associate successfully completes the Proficiency Requirements and Experiential Requirements for a game within any Game Type, he or she may not drop that game for a period of two (2) years from the date the Proficiency and Experiential Requirements were met, and the Associate may be scheduled, on his or her shift, to deal that game.

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

PERMANENT FACILITY - NEW CLASSIFICATIONS

THIS AGREEMENT is made and entered into by and among Detroit Entertainment, L.L.C. dba MotorCity Casino (hereinafter individually referred to as an "Employer") and the Detroit Casino Council (hereinafter referred to as the "Council" or "DCC") (collectively, the "Parties").

WHEREAS, Employer is a signatory to a Collective Bargaining Agreement with the DCC that commenced October 17, 2003 and expires October 16, 2007 (the "CBA") wherein the DCC is recognized as the exclusive Collective Bargaining representative for employees performing certain job functions in the Employer's existing casino and related facilities in Detroit, Michigan;

WHEREAS, during the term of the CBA, Employer expects to build a new permanent hotel and expanded casino, food and beverage, and related facilities in Detroit, Michigan (the "Permanent Facility");

WHEREAS, the Parties desire to establish procedures for determining the wage rates and other economic terms and conditions for the employees who will be employed in those newly created non-supervisory job classifications needed to support the opening of the Permanent Facility which job classifications have historically been represented by the constituent DCC unions (the "New Job Classifications");

THEREFORE, the Parties agree to follow the procedures set forth below to determine the wages and other economic terms and conditions for the New Job Classifications:

First Step: Not later than twelve (12) months prior to the scheduled opening of the Permanent Facility, the Employer will advise the DCC of the New Job Classifications needed for the Permanent Facility, which may include the following:

- Housekeeping
- Bell and Door Services
- Room Service
- Banquet Services
- Front Desk Office
- Theaters
- Hotel Maintenance

Second Step: The Employer and the DCC will negotiate to determine the appropriate wage rates for the New Job Classifications and any non-economic terms and

conditions of employment applicable to the New Job Classifications which were not heretofore addressed in the Parties current CBA.

Third Step: As soon as practical after the start of the Second Step, the Parties will select a three member panel of arbitrators to be available to determine any issues the Parties are unable to resolve in the Second Step.

a. Panel/Panel Selection: The issues unresolved in the Second Step will be submitted to a three (3) member panel of arbitrators ("Panel") consisting of one arbitrator selected by the Employer, one arbitrator selected by the DCC, and one neutral arbitrator selected by the two arbitrators selected by the Parties. The neutral arbitrator selected must reside outside the State of Michigan and shall have substantial experience in the hotel industry plus experience in interest arbitration. If the arbitrators selected by the Parties are unable or fail to agree upon the neutral arbitrator, the neutral arbitrator may be selected by the American Arbitration Association. After the Panel is selected, the Parties and the Panel members will set tentative dates for hearing on any issues unresolved in the Second Step. There shall be at least three tentative dates scheduled, which shall be not sooner than six months nor later than nine months after the start of the Second Step.

b. Hearing. Except as otherwise provided herein, the arbitration hearing shall be conducted in a manner consistent with the Labor Arbitration Rules of the American Arbitration Association.

c. Factors to be Considered by the Panel. In rendering its award, the Panel shall consider all facts, testimony, information presented at the hearing, the Parties' briefs and the following criteria:

1. Total benefits and compensation accrued for the benefit of or paid to covered employees, as compared to employees in comparable positions at other unionized hotel properties in the metropolitan Detroit area; and

2. Total benefits and compensation accrued for the benefit of or paid to covered employees, as compared to employees in comparable positions at other unionized hotel/casino properties in the United States.

d. Authority of the Panel. The Panel shall have the authority to render a decision only with respect to the issues left unresolved after the parties have bargained for at least six (6) months in the Second Step; the Panel shall have no authority to render a decision with respect to any other items. The Panel shall decide between the last, best and final proposals made by the Employer and the Union in negotiations on the unresolved items and may not compromise or combine any aspects of the proposals. The Panel shall consider the effect of any items the parties have previously agreed to, but shall not have the authority to modify same. The proposal selected by the Panel plus the provisions previously agreed by the parties shall be incorporated into the CBA. The Panel shall also have the authority to decide questions of timeliness and arbitrability.

Side Letter #12

LUMP SUM PAYMENT

Associates employed on the date of ratification of this Agreement will receive a lump sum payment as follows:

1. Full time Associates who are on the payroll on the date of ratification of this Agreement (including those on approved leaves of absence) who have been employed for one year or more on that date will receive a lump sum payment of \$2,000.00 in a separate check by the end of the 3rd pay period following ratification;

2. Full time Associates who are on the payroll on the date of ratification of this Agreement (including those on approved leaves of absence) but have not yet completed one year of employment will receive a lump sum payment of \$2,000.00 in a separate check by the end of the 3rd pay period following completion of one year of employment;

3. Part time Associates who are on the payroll on the date of ratification of this Agreement (including those on approved leaves of absence) who have been employed for one year or more on that date will receive a lump sum payment of \$1,600.00 in a separate check by the end of the 3rd pay period following ratification;

4. Part time Associates who are on the payroll on the date of ratification of the Agreement (including those on approved leaves of absence) but have not yet completed one year of employment will receive a lump sum payment of \$1,600.00 in a separate check by the end of the 3rd pay period following completion of one year of employment.

Side Letter #13

ARTICLE 10 - MEALS AND BREAKS

During negotiations for the 2003 Agreement, the parties discussed the importance of Associates delivering the highest possible customer service at all times. The employer acknowledged that in cases where an Associate returns late from his/her break or meal period and can reasonable demonstrate that the delay was a result of assisting a guest, no disciplinary action (including issuing points) is appropriate.