Cornell University
ILR School

BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see
http://digitalcommons.ilr.cornell.edu/blscontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements (for a glossary of the elements see - http://digitalcommons.ilr.cornell.edu/blscontracts/2/)

Title: **Mirage Casino-Hotel and Culinary Workers Union, Bartenders Union, UNITE HERE, Local 226, 165 (2002)**

K#: **7575**

Employer Name: **Mirage Casino-Hotel**

Location: **Las Vegas NV**

Union: **Culinary Workers Union, Bartenders Union, UNITE HERE**

Local: **226, 165**

SIC: **7011**

NAICS: **72112**

Sector: **P**

Number of Workers: **2000**

Effective Date: **06/01/02**

Expiration Date: **05/31/07**

Number of Pages: **68**

Other Years Available: **N**

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School, http://www.ilr.cornell.edu/

COLLECTIVE BARGAINING AGREEMENT

between

MIRAGE CASINO HOTEL

and

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

2002 - 2007

TABLE OF CONTENTS

AGREEMENT 1

ARTICLE 1: RECOGNITION OF THE UNION AND CONTRACT COVERAGES 1

1.01. Recognition of the Union. 1
1.02. Non-Bargaining Unit Employees. 1

ARTICLE 2: HIRING OF EMPLOYEES 2

2.01. Hiring Procedure. 2
2.02. No Individual Contracts. 2

ARTICLE 3: UNION SECURITY 2

3.01. Check-Off. 2
3.02. Indemnification. 2

ARTICLE 4: UNION REPRESENTATIVES 3

4.01. Union Representatives Visits. 3
4.02. Employee Information. 3

ARTICLE 5: SALARIES AND WAGES 4

5.01. Weekly Payment. 4
5.02. Gratuities. 4
5.03. Terminated Employees. 4
5.04. Deductions and Donations. 5
5.05. Superior Workmen. 5
5.06. Combination Jobs. 5
5.07. Equal Pay. 5
5.08. Banquet Gratuity Division. 5
5.09. Cocktail Party Gratuity Division. 5
5.10. Gratuities for large groups 6
5.11. Guestroom Attendant Gratuities. 6
5.12. Service Charge – Private Cocktail Parties. 6
5.13. Service Charge – Room Service Deliveries 6
5.14. Service Charge – Front Services Deliveries. 6
5.15. Showroom Gratuities. 6

ARTICLE 6: DISCIPLINE 7

6.01. Cause For Discharge. 7
6.02. Warning Notices. 7
6.03. Time of Discharge. 7
6.04. Disciplinary Suspension. 8

ARTICLE 7: REPORTING PAY 8

7.01. Reasons for Payment. 8
7.02. Voluntarily Leaving Work. 8
7.03. Notice by Employee. 8

ARTICLE 8: DISCRIMINATION AND LIE DETECTOR TESTS **8**

8.01. PROHIBITED DISCRIMINATION. 8
8.02. LIE DETECTOR TESTS PROHIBITED. 8
8.03. CONFESSIONS OR STATEMENTS. 9
8.04. BONDABLE STATUS. 9

ARTICLE 9: WORK SHIFT, WORK WEEK AND OVERTIME **9**

9.01. SHIFT AND WEEKLY OVERTIME. 9
9.02. DAYS OFF. 9
9.03. GUARANTEED WORK. 10
9.04. SINGLE SHIFT. 12
9.05. SPLIT SHIFT. 12
9.06. POSTING. 12

ARTICLE 10: EMPLOYEE CLASSIFICATION **12**

10.01. REGULAR FULL-TIME EMPLOYEES. 12
10.02. REGULAR PART-TIME EMPLOYEES. 12
10.03. SEASONAL POOL FOOD AND BEVERAGE EMPLOYEES. 13

ARTICLE 11: VACATIONS **14**

11.01. AMOUNT OF VACATION. 14
11.02. BREAK IN EMPLOYMENT. 14
11.03. TIME OF TAKING VACATION. 14
11.04. VACATION PAY. 14
11.05. PRO-RATED VACATIONS. 15

ARTICLE 12: HOLIDAYS **15**

12.01. RECOGNIZED HOLIDAYS. 15
12.02. HOLIDAY PAY. 16
12.03. FAILURE TO REPORT. 16
12.04. FLOATING HOLIDAY ELIGIBILITY. 16

ARTICLE 13: LEAVES OF ABSENCE **17**

13.01. REASONS FOR LEAVES OF ABSENCE. 17
13.02. RETURN FROM LEAVE OF ABSENCE. 19
13.03. MEDICAL DISABILITY. 20

ARTICLE 14: MEALS **20**

14.01. MEALS BY EMPLOYER. 20
14.02. NUMBER OF MEALS. 20

ARTICLE 15: UNIFORMS AND FACILITIES **20**

15.01. UNIFORMS FURNISHED BY EMPLOYER. 20
15.02. CARE OF UNIFORMS AND CLOTHING. 21
15.03. STORAGE UNITS FOR EMPLOYEES. 21
15.04. THEFT. 22

ARTICLE 16: MISCELLANEOUS **22**

16.01. UNION BUTTONS. 22
16.02. ROTATION OF STATIONS. 22
16.03. BREAK PERIODS. 22
16.04. FLOOR COVERINGS. 23
16.05. PRESENTATION OF CHECKS. 23
16.06. KNIFE SHARPENING. 23
16.07. CHANGE PERSONS. 23
16.08. RESTROOM ASSIGNMENTS. 23
16.09. DUTIES OF GUEST ROOM ATTENDANTS AND HOUSEPERSONS. 23

ARTICLE 17: BANQUETS **24**

17.01. DEFINITION. 24
17.02. SERVICE CHARGE. 24
17.03. EMPLOYEES WORKING BANQUETS. 25
17.04. REPORTING PAY. 25
17.05. DISTRIBUTION OF GRATUITIES. 25
17.06. COCKTAIL PARTIES. 25
17.07. BANQUET MINIMUMS AND LIMITATIONS. 26
17.08. FULL FUNCTION. 26
17.09. BARTENDERS. 26
17.10. BANQUET TRAINING AND WORK. 26

ARTICLE 18: PROMOTIONAL EVENTS **27**

18.01. DEFINITION. 27
18.02. GRATUITIES PAYABLE FOR PROMOTIONAL EVENTS. 27
18.03. FRONT SERVICE ATTENDANTS. 28
18.04. PAYMENT OF PROMOTIONAL EVENT GRATUITIES. 28
18.05. EXCEPTION. 28

ARTICLE 19: COMPLIMENTED GUESTS **28**

19.01 28

ARTICLE 20: SENIORITY **29**

20.01. PROBATIONARY PERIOD. 29
20.02. DEFINITION OF SENIORITY. 29
20.03. LAYOFFS AND RECALLS. 29
20.04. PROMOTIONS AND PREFERENCE FOR SHIFTS. 30
20.05. BREAK IN CONTINUOUS SERVICE AND SENIORITY. 31
20.06. NOTIFICATION. 32

ARTICLE 21: GRIEVANCES AND ARBITRATION **32**

21.01. DEFINITION. 32
21.02. TIME LIMIT FOR FILING GRIEVANCES. 32
21.03. PROCEDURE FOR ADJUSTING GRIEVANCES. 32
21.04. EXTENSION OF TIME LIMITS. 34

ARTICLE 22: NO STRIKES - NO LOCKOUTS **34**

22.01. NO STRIKES. 34
22.02. NO LOCKOUTS. 34

ARTICLE 23: MANAGEMENT RIGHTS AND RESPONSIBILITIES **34**

23.01. RIGHT TO MANAGE. 34
23.02. RULES AND POSTING. 35

ARTICLE 24: COURT APPEARANCE AND JURY DUTY ***35***

24.01. COURT APPEARANCE. 35
24.02. JURY DUTY. 35

ARTICLE 25: HEALTH AND WELFARE **35**

25.01. AMOUNT OF CONTRIBUTIONS. 35
25.02. DELINQUENT CONTRIBUTIONS. 36
25.03. ACCEPTANCE OF TRUST. 36

ARTICLE 26: PENSIONS **36**

26.01. TRUST AND PLAN. 36
26.02. CONTRIBUTIONS. 36
26.03. ACCEPTANCE OF TRUST. 37
26.04. DELINQUENT CONTRIBUTIONS. 37

ARTICLE 27: WAGES **37**

27.01. ESTABLISHED WAGES. 37
27.02. MINIMUM WAGES. 37
27.03 37
27.04. NEWLY HIRED EMPLOYEES. 37

ARTICLE 28: OWNERS AND SUCCESSORS **38**

28.01. OWNERSHIP. 38
28.02. OBLIGATIONS ON EMPLOYER SELLING OR ASSIGNING. 38
28.03. OBLIGATIONS ON SUCCESSOR EMPLOYERS. 39

ARTICLE 29: SUBCONTRACTING AND SUBLEASING **39**

29.01 39

ARTICLE 30: TRAINING **39**

30.01. TRAINING PROGRAM. 39
30.02. TRAINING FUND. 39

ARTICLE 31: JOB DESCRIPTIONS **40**

31.01 40

ARTICLE 32: OTHER BENEFITS **40**

32.01 40

ARTICLE 33: LABOR-MANAGEMENT COOPERATION 40
33.01 40
ARTICLE 34: TERMINATION 41
34.01 41
EXHIBIT 1 – 2002 AND 2003 WAGE SCALES 42
EXHIBIT 2 - CHECK-OFF AGREEMENT 46
EXHIBIT 3 - WAIVER OF BARGAINING RIGHTS AND AMENDMENTS TO AGREEMENT 49
EXHIBIT 4 - ROOM SERVICE AMENITIES AND THEIR RESPECTIVE GRATUITIES 50
EXHIBIT 5 - UTILIZATION OF BANQUET "B" LIST 51
EXHIBIT 6 - POLITICAL ACTION COMMITTEE 52
EXHIBIT 7 – RE: IMMIGRATION 53
SIDE LETTER #1 - BARTENDERS TRAINING PROGRAM 54
SIDE LETTER #2 - FRONT SERVICE ATTENDANT POSITIONS 55
SIDE LETTER #3 - LEAVE OF ABSENCE – UNION BUSINESS 56
SIDE LETTER #4 - SURVEILLANCE TAPES 57
SIDE LETTER #5 - 401(K) PLAN 58
SIDE LETTER #6 - VACATION SCHEDULE AND PAY 59
INTERIM SIDE LETTER OF AGREEMENT #1 60
MEMORANDUM OF AGREEMENT 61

AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of June, 2002 by and between the MIRAGE CASINO-HOTEL (hereinafter called the "Employer"), and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, for and on behalf of CULINARY WORKERS UNION, Local No. 226, and BARTENDERS UNION, Local No. 165 (hereinafter called the "Union").

WITNESSETH:

WHEREAS, pursuant to a valid reopening notice dated March 8, 2002 and served upon the Employer by the Union, the parties have, by negotiations and collective bargaining, reached complete agreement on wages, hours of work, working conditions and other related, negotiable subjects to be incorporated into a new Labor Agreement which shall supersede all previous verbal or written agreements in conflict with or modified by the Agreement applicable to the employees in the bargaining unit defined herein which may have existed between the Employer and the Union or between the predecessor of the Employer, if any, and the predecessor of the Union, if any.

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

ARTICLE 1: RECOGNITION OF THE UNION AND CONTRACT COVERAGES

1.01. Recognition of the Union.
The Employer agrees to recognize the Union as the exclusive collective bargaining representative for the Employer's employees at its establishment at 3400 Las Vegas Boulevard South, Las Vegas, Nevada, working under the Union's jurisdiction and working in those job classifications listed in Exhibit 1 attached hereto and made a part of this Agreement. The Employer and the Union agree that all employees working in classifications listed in Exhibit 1 are properly within the bargaining unit and that the term "employee" as used in this Agreement refers to employees of the Employer working in such classifications. Any classification established by the Employer, not listed in Exhibit 1, where the employees perform duties covered by this Agreement shall be a part of this Agreement at a wage rate comparable to related job classifications.

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

ARTICLE 2: HIRING OF EMPLOYEES

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

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

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

When the Employer considers applicants for employment who have not been referred to the Employer by the Union's dispatch office, the Employer shall, in order to maintain a consistent and orderly process, advise such applicants that in order to obtain employment they must be dispatched for available positions. The Union's referral service shall send applicants named by the Employer directly back to the Employer. The Union will process these applicants within four (4) hours during which the Union's referral service is open for business. Such applicants named by the Employer shall be processed by the service without any discrimination. Any applicant named by the Employer shall be permitted by the Union's referral service to register in the same manner as others. If there are any problems with processing of applicants, the parties will review such problems and make such changes as may be necessary.

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

ARTICLE 3: UNION SECURITY

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

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

ARTICLE 4: UNION REPRESENTATIVES

4.01. Union Representatives Visits.
Authorized representatives of the Union shall be permitted to visit the Employer's establishment for the purpose of communicating with employees and supervisors regarding Union business and collecting Union dues, assessments and initiation fees. Such visits shall not interfere with the conduct of the Employer's business or with the performance of work by employees during their working hours. Union representatives will be required to report to the designated office to sign in and wear identification while on the premises of the Employer.

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

(a) By the tenth (10th) day of each month, a list of all employees hired into the bargaining unit during the preceding month, including each employee's name, social security number, address, phone number, department, job title, hire date, and Article 10 category.

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

(c) The reports described in subsections (a) and (b) shall be sent to the Union by fax or mail or via email; after the Union has demonstrated to the Employer that the proper "PGP" security encryption measures exist in the Union's network.

(d) The Employer shall furnish the Union with a quarterly list of all employees in the bargaining unit, including each employee's name, social security number, department, job title, home address, phone number, status (full time, part time, etc.) and date of hire, date of birth and ethnicity. Data regarding employee ethnicity will not be shared with any person, media or entity outside the Union and employee benefit funds. The Union agrees to sign a confidentiality form pertaining to the use of such data. This report shall be in a computer-readable form in any one of the following media containing header information and a field record layout:

1. 3½" diskette in Formatted Text (Space Delimited) format
2. CD ROM in Formatted Text (Space Delimited) format
3. ZIP Disk in Formatted Text (Space Delimited) format
4. Via e-mail transmission (See 4.02(c) above)

ARTICLE 5: SALARIES AND WAGES

5.01. Weekly Payment.
Regular employees shall be paid weekly, semi-monthly or bi-weekly. Paychecks must show the number of hours paid for in that pay period, broken down by straight-time and overtime hours. Personnel records on the source and dates of gratuities included in paychecks shall be made available to individual employees on request.

5.02. Gratuities.
All gratuities left by customers are the property of the employees exclusively and no Employer or department heads not covered by this Agreement shall take any part of such gratuities or credit the same in any manner toward the payment of an employee's wages, except as otherwise provided by this Agreement. The Employer, at its sole option, may institute programs whereby gratuities are pooled and disbursed on a pro-rata basis to Front Service employees and to self-service food outlets (e.g., buffet, cafeteria operation) employees. The Employer shall not post or display notices restricting gratuities; provided, however, that where the Employer has special events, sales promotions or other functions where the price charged includes gratuities, the Employer may publish and distribute literature, brochures and tickets for same which contain a notice of statement that gratuities are included in such price.

Gratuities, regardless of the amount, signed by a registered hotel guest on that guest's individual hotel check, or by a registered hotel guest or other customer on his/her individual credit card, shall be paid to the employee in cash either after the end of the shift or immediately prior to the commencement of the employee's next shift, provided that, in the case of gratuities signed on a hotel check, the employee must have followed the Employer's established and published procedure for verifying that the person who signed for the gratuity is a registered hotel guest and is not exceeding his/her established credit limit.

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

(a) Applicable Laws to Article 5, Section 608.020-Discharge Of An Employee - Immediate Payment

Whenever the Employer discharges an employee, the wage and compensation earned and unpaid at the time of such discharge shall become due and payable within twenty-four (24) hours.

(b) Section 608.030-Payment Of Employee Who Resigns Or Quits His/Her Employment

Whenever an employee resigns or quits his/her employment, the wages and compensation earned and unpaid at the time of his/her resignation or quitting must be paid no later than:

1) The day on which he would have regularly been paid the wage or compensation; or

2) Seven (7) days after he/she quits or resigns, whichever is earlier.

5.04. Deductions and Donations.

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

(b) There shall be no automatic cash deductions from an employee's wages for any cash shortage until after consultation with the employee and the responsibility for the shortage has been established by the Employer provided, however, that the employee may have the Union review the case with the Employer, prior to any such deduction. When any said deduction is made the Employer shall notify the employee in writing immediately upon determination that a cash shortage exists for which it intends to deduct the amount of the shortage from the employee's wages. So long as Food Servers observe the Employer's published procedures governing walkouts, there will be no automatic cash deduction from employee's wage pending an investigation.

5.05. Superior Workmen.

The wage scales in this Agreement are minimum scales and do not prohibit the Employer from paying higher wages. It is specifically agreed that employees compensated at said higher wage rates may be returned to the scales published herein at the sole discretion of the Employer. Employees paid Superior Workmen rates shall have their wages increased by amounts of not less than the increase in the minimum wage scales as specified in Exhibit 1, attached to and made part of this Agreement, for the classifications in which they are employed.

5.06. Combination Jobs.

When an employee works in two or more classifications in any day, he shall be paid for that day at the rate of pay for the highest classification, provided that this shall not apply in cases of relief for meal and rest periods.

5.07. Equal Pay.

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

5.08. Banquet Gratuity Division.

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

5.09. Cocktail Party Gratuity Division.

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

5.10 Gratuities For Large Groups
A gratuity of eighteen percent (18%) shall be added to checks for parties of ten (10) or more in the coffee shop, buffet or the California Pizza Kitchen for guests paying with cash or credit card. This provision shall not apply to complimented guests.

5.11. Guestroom Attendant Gratuities.
Cash gratuities left by guests checking out of rooms or designated for Guestroom Attendants shall be the property of the Guestroom Attendants.

5.12. Service Charge – Private Cocktail Parties.
A service charge of ten percent (10%) of the check shall be paid to Room Service Servers for setting up cocktail parties in private rooms. For these purposes, a cocktail party is a gathering of twelve (12) or more persons in a guest room or suite in which alcoholic beverages, mixes, glasses and ice are delivered by the Room Service Server. In these cases, charges are based on consumption only. Consumption is defined as an open bottle.

5.13. Service Charge – Room Service Deliveries
A service charge of fifty cents (50¢) for each delivery made by a Room Service Server shall be paid for delivering complimented items such as alcoholic beverages, fruit and other similar items, but excluding meals and beverages served with meals, sent to a guest's room by the Employer. Other Room Service amenities and the respective gratuities are outlined in Exhibit 4.

5.14. Service Charge – Front Services Deliveries.
When Front Service Attendants deliver magazines, newspapers, gifts, or shoe-shines, they shall receive one dollar ($1.00) for each delivery. When Front Service Attendants deliver flowers generated from the Employer's floral department they shall receive two dollars ($2.00) for each delivery. When Front Service Attendants deliver items from the business center to a guest they shall receive one dollar ($1.00) for each delivery.

5.15. Showroom Gratuities.
For regularly scheduled performances presented in the showroom, an employee in the Culinary Workers' unit shall be guaranteed the right to present a check for any food and beverage served only, or in the event an employee in the Culinary Workers' unit is not given an opportunity to present such a check, the Employer shall pay a service charge of seventeen percent (17%) applied to any food or beverage served only, not including any admission charge to the showroom.

Showroom employees are specifically prohibited from accepting gratuities for services provided in the showroom. Gratuities are included in either the price of the ticket or on the check for food and/or beverage service for showroom servers. The Employer agrees to distribute these gratuities directly to the servers. In the showroom, all gratuities left by guests shall be pooled and distributed equitably to the employees on an annual basis relative to the showroom tipping policy.

ARTICLE 6: DISCIPLINE

6.01. Cause For Discharge.

(a) No regular employee, after having completed the probationary period under Section 20.01, 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 employee 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 dishonesty, incompetence, misconduct, insubordination, 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 employee's shift.

When an employee who has completed the probationary period is disciplined and/or discharged, the reason therefore will be given to the employee in writing. Based on the Union and Employer's established practice when an employee is discharged, copies of the written notice to the employee will be sent to the Union within seventy-two (72) hours of the discharge. Upon request by the Union, legible copies of all documents relevant to discipline or discharge, including videotapes, shall be provided to the Union.

(b) Where there is reasonable cause to believe that an employee is under the influence of alcohol or a controlled substance, the employee, after being notified of the contents or this subsection, must consent to an immediate physical examination at an independent medical facility or suffer the penalty of discharge. The Employer shall pay for the cost of the examination, and the employee shall be paid for all time required for the examination. A blood alcohol level of .10 provides an absolute presumption that an employee is under the influence of alcohol. In the event the State of Nevada lowers the legal presumption of intoxication below the .10 level, the contract shall automatically be amended to reflect the lower level.

6.02. Warning Notices.

Warning notices issued to employees must specify the events of actions for which the warning is issued. Warning notices shall be issued to employees as soon as possible after the Employer is aware of the event or action for which the warning notice is issued and has a reasonable period of time to investigate the matter.

A copy of any written warning notice shall be issued to the employee. The employee shall be required to sign all notices for the purposes of acknowledging receipt. Warning notices, written customer complaints, and reports of outside agencies or of the Employer's own security force concerning conduct of an employee shall become null and void one (1) year after the date of issuance and may not thereafter be used as a basis for or in support of any subsequent discharge or disciplinary action.

6.03. Time of Discharge.

No employees shall be discharged on his/her day off or while on vacation.

6.04. Disciplinary Suspension.
Suspensions shall become null and void one (1) year after the date of issuance and may not thereafter be used as a basis for or in support of any subsequent discharge or disciplinary action.

ARTICLE 7: REPORTING PAY

7.01. Reasons for Payment.
When the Employer or its representative orders an employee to report for work, or fails to notify an employee not to report to work as previously scheduled, for any reason, and said employee is not allowed to work, the Employer shall pay the employee at the employee's regular rate of pay for his/her scheduled shift, provided however, that where an employee is sent home after commencing work because the Employer cannot present scheduled entertainment due to bona fide illness or disability of the entertainer or entertainers to perform, the employee shall be paid for the hours actually worked or four (4) hours, whichever is greater.

7.02. Voluntarily Leaving Work.
Employees who voluntarily leave work with the Employer's approval will be paid for the actual hours worked.

7.03. Notice by Employee.
If an employee is unable to report for work, he/she shall notify or cause notice to be given to the department head, assistant department head, shift supervisor or other designated Employer representative, who will be available for such purpose, at least four (4) hours prior to commencement of the employee's shift, except where it is unreasonable under the circumstances, for the employee to give such notice. The Employer will log and maintain a record of such calls.

ARTICLE 8: DISCRIMINATION AND LIE DETECTOR TESTS

8.01. Prohibited Discrimination.
There shall be no discrimination by the Employer or the Union against any employee because of membership or non-membership in, or activity on behalf of the Union provided that an employee's Union activities shall not interfere with the performance of his/her work for the Employer. In accordance with applicable laws, there shall be no discrimination against any employee with respect to compensation, terms, conditions, privileges of or opportunities for employment because of race, color, religion, sex, or sexual orientation, age, national origin or disability as defined in the Americans with Disabilities Act. Notwithstanding any other provision of this Agreement, the Employer is permitted to take all actions necessary to comply with the Americans with Disabilities Act, including but not limited to, the authority to take actions deemed by the Employer to be necessary to effect reasonable accommodations.

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

8.03. Confessions or Statements.
Should the Employer request that an employee resign, or sign a confession or statement concerning his/her conduct, the employee is permitted to have a Union Representative present if the employee so requests.

8.04. Bondable Status.
Employees who regularly, in the course of their employment, are required to handle money or negotiable instruments, may be required to maintain bondable status as a condition of employment.

ARTICLE 9: WORK SHIFT, WORK WEEK AND OVERTIME

9.01. Shift and Weekly Overtime.
For the purposes of computing overtime only, eight (8) hours shall constitute a full shift based on a five (5) day workweek; ten (10) hours shall constitute a full shift, based on a four (4) day work week; and six (6) hours or less shall constitute a short shift, except overtime pay for banquet servers is due only when the employee works more than eight (8) hours on any one job. Incumbent employees in Kitchen and Housekeeping classifications shall only be scheduled for ten (10) hour shifts on a voluntary basis.

All work performed in excess of eight (8) hours (or ten (10) hours if applicable) on one (1) workday, or in excess of forty (40) hours in a week shall constitute overtime and shall be paid for at time and one-half (1½X) the employee's straight time hourly rate of pay. Work performed on an employee's sixth (6th) and seventh (7th) consecutive days of work shall be paid for at time and one-half (1½X) and two and one-half (2½X) the employee's straight-time hourly rate of pay respectively, except overtime for part-time employees will not be paid if the employee is regularly scheduled to work 6 days and if that sixth or seventh day is worked by a part-time employee at the employee's request, unless the employee works more than forty (40) hours in the workweek.

Overtime shall not be paid under this Section for more than one reason for the same hours worked. Holidays not worked and paid for at straight-time under Section 12.02(c) shall count as a shift for the purposes of Section 9.03(a), and also, if on an employee's regularly scheduled day of work for the purposes of computing weekly overtime.

9.02. Days Off.
The Employer supports the principle of providing its employees with two (2) days off, or three (3) days off for employees on a ten (10) hour per day schedule, during each seven (7) day work period. The Employer will schedule them consecutively, except that when business conditions dictate, the Employer may split them. In those instances, scheduling of split days off will be done according to the provisions of Section 20.04(b) of this Agreement.

9.03. Guaranteed Work.

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

(b) 1. Not less than five (5) full shifts of eight (8) hours, or four (4) full shifts of ten (10) hours for:

Host Person	Beverage Porter
Steward	Banquet Set-up Porter
Stove Cleaner	Lead Banquet Set-up Porter
Kitchen Worker	Master Cook
Cook	Utility Cleaner (Porter, House Person)
Pantry	Helper
General Cleaner (Porter, House Person)	Specialty Helper I Butcher
Guest Room Attendant	Specialty Helper II Baker
Status Board Operator	Butcher
Linen Attendant	Assistant Pastry Chef
Uniform Attendant	Front Services Dispatch Supervisor
Change Attendant	Front Services Door Person Supervisor
Dispatcher	Sous Chef
Front Services Attendant	Carousel
Door Person	Slot Booth Cashier
Baggage Handler	Cashiers (F&B)
Bartender (Non-Tipped)	Bartender (Tipped)
Runner	Apprentice Bartender
Baker	

2. Not less than five (5) full shifts of eight (8) hours, four (4) full shifts of ten (10) hours or five (5) short shifts as defined in 9.01 for:

Server	Turndown Service Attendants
Server - Cocktail	Fountain/Counter
Bus Person	

3. Not less than five (5) shifts of at least six (6) hours for all classifications assigned to the showroom (Head Usher, Usher, Bus Person, Cashier, Bartender, Apprentice Bartender, Beverage Porter). Available work in excess of thirty (30) hours per week shall be distributed equitably.

4. Not less than four (4) shifts of at least six (6) hours for Servers, Bus Persons, Bartenders, & Apprentice Bartenders, assigned to work in Specialty/Gourmet outlets open only four (4) days per week.

5. Not less than four (4) shifts of at least eight (8) hours for Host Persons, Cashiers, Sous Chefs, Master Cooks, Cooks, Pantry, Helpers, Stewards, Kitchen Workers, Runners, and Beverage Porters assigned to work in Specialty/Gourmet outlets open only four (4) days per week.

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

1. The first week of employment including the first week of active employment on return from absence from work or layoff, and the last week of employment in cases of termination.

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

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

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

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

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

7. When the Employer closes any part of its establishment for any reason other than those stated in paragraph 6 and notice thereof is given to affected employees at least two (2) weeks in advance.

8. The Employer may establish six (6) hour shifts in the Front Services Department so long as there is no reduction of work opportunities for Bell employees. All six (6) hour shifts will be voluntary and optional for employees. No eight (8) hour shift employee will be requested and/or required to have six (6) hour shift.

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

9.04. Single Shift.
No employee shall be required to work more than one (1) shift in any one (1) twenty-four (24) hour period, except as part of a regular weekly schedule. This shall not prohibit the performance of overtime work, provided that any such hours worked shall be compensated at one and one-half times (1½X) their regular rate of pay.

9.05. Split Shift.
Split shifts shall be allowed only for Front Services Attendants, Food Servers and Bus Persons. The split shift shall be eight (8) hours within eleven (11) hours, with one (1) split. Any employee working a split shift shall receive three dollars ($3.00) per shift in addition to the regular rate of pay.

9.06. Posting.
The Employer shall post each week, in a conspicuous place in each department available to Union representatives, a work schedule showing the first and last name, the last three (3) digits of the employee's identification number and classification of each employee, and specifying days off and starting and finishing times. When employees not originally scheduled to work during any week are later called into work during that week, their names, the last three (3) digits of the employee's identification number, and classifications shall be added to the posted work schedule, not later than the end of the first shift they work.

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

ARTICLE 10: EMPLOYEE CLASSIFICATION

10.01. Regular Full-Time Employees.
A regular full-time employee is an employee carried on the Employer's regular payroll who has been hired to work not less than the number of full or short shifts guaranteed for his/her particular classification under Section 9.03 of this Agreement.

10.02. Regular Part-Time Employees.
A regular part-time Employee is an Employee whose work week is not guaranteed under the terms of Section 9.03 of this Agreement. The Employer shall endeavor to provide such Employees with the number of full or short shifts guaranteed for the Employee's particular classification under Section 9.03 of this Agreement to the extent possible. Such Employees shall have regular posted schedules of work. To the extent possible, such regular posted schedule of work shall include the same days off each week for each Employee. It is agreed that while thirty (30) hours of work per week is not guaranteed, the Employer shall adjust staffing levels if the posted schedules of regular part-time Employees frequently fall below thirty (30) hours per week. The purpose of this paragraph is to provide the greatest possible continuity of regularly scheduled flexibility for the Employer to meet business requirements.

In addition to the posted schedule of work, regular part-time Employees will be offered work in their classification that is available at any time that an Employee is not already scheduled to work, in order of seniority within the classification if the Employee is qualified to perform the available work. A regular part-time Employee who does not wish to be offered available work in addition to the Employee's posted schedule of work may advise the Employer in writing of that fact.

The number of such regular part-time Employees shall not exceed twenty-five percent (25%) of the total number of Employees in any particular classification, and the balance shall be regular full-time Employees. Only for the purpose of this twenty-five percent (25%) part-time classification, Servers and Bus Person classifications will be by specific food outlet. When a layoff is required, the Employer shall first lay off regular part-time Employees, and then regular full-time Employees, following within each group the procedures of Section 20.03 of this Agreement.

When there is an opening to be filled in a regular full-time position, after any transfers which may take place in accordance with Section 20.04 (b) of this Agreement, the Employer shall offer such opening to regular part-time Employees, using the procedure provided in Section 20.04(b) of this Agreement, before new Employees are hired.

Upon request by the Union, the Employer will meet with the Union and the Shop Steward(s) for the affected Employees to discuss any problems with the regular part-time employee classification, and the Employer will make good-faith efforts to resolve such problems. The Employer will make available to the Union, upon request, data regarding the number of Employees, their posted schedules, and their hours worked.

10.03. Seasonal Pool Food and Beverage Employees.
A seasonal employee is an employee hired as a temporary employee to work in the Employer's pool food & beverage area anytime from the opening of the pool season to the closing of the pool season. These employees have bidding rights within this classification only. Regular employees who transfer into this new classification will be assigned to the bottom of the part-time seniority list of whatever classification they subsequently bid into. Seasonal classification shall be limited to: pool cocktail servers, pool bartenders, pool apprentice bartenders, pool food servers, pool bus persons, pool food & beverage cashiers, pool fountain workers, pool cooks, and pool pantry workers.

ARTICLE 11: VACATIONS

11.01. Amount of Vacation.
After twelve (12) months of continuous service, without a break in employment with the Employer, and on each annual anniversary date thereafter of this continuous employment with such Employer, an employee shall become entitled to a paid vacation, in accordance with the following schedule:

Months or Years of Continuous Service With the Employer	Amount Of Paid Vacation
12 months	1 week
2 years	2 weeks
6 years	3 weeks
12 years	4 weeks

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

11.03. Time of Taking Vacation.
The Employer shall have the right to determine when vacation shall be taken. The Employer will make a reasonable effort to accommodate all employee requests for vacation time, subject to business needs. If more employees in a classification request a particular vacation period than the Employer can accommodate, seniority shall govern. Once granted by the Employer, an employee's vacation period shall not be changed by the Employer except in the event of an emergency. Subject to the business needs of the Employer, employees may request vacation time in one (1) week increments.

Earned vacation time must be initiated and completed within the succeeding twelve (12) month period following the anniversary date.

11.04. Vacation Pay.
(a) Vacations must be taken as paid time off, and no employee shall be required to work for the Employer during his/her vacation. Vacation pay shall be computed on the basis of the employee's current rate of pay, or at the rate of pay of the classification in which the employee worked the majority of his/her preceding anniversary year, whichever is the greater; provided,

however, that if any employee is regularly scheduled to work in two (2) or more classifications with different rates of pay, his/her vacation pay shall be computed on a pro-rated basis based on the respective periods of time that he/she worked in the different classifications in his/her preceding anniversary year. Vacation pay shall be paid by separate check immediately prior to the commencement of his/her vacation. If any holidays specified in Section 12.01 occur during an employee's vacation, he/she shall receive an additional day's pay for each such holiday. Vacation pay shall be paid only at the time of vacation. At an employee's request, pro-rata vacation pay shall be paid at the time of the layoff, provided the employee is entitled to at least five (5) days vacation pay.

(b) Vacation pay for employees classified as regular part-time and banquet part-time employees, shall be computed on a pro-rata basis of hours actually worked, as compared to a normal full-time year of 2,080 hours.

11.05. Pro-Rated Vacations.

(a) After an employee has at least six (6) months of continuous service with the Employer, he/she shall be entitled to pro-rated vacation pay upon termination of employment. For an employee having at least six (6) months, but less than one (1) year, of continuous service at the time of termination, the pro-rated amount of vacation pay shall be one-twelfth (1/12) of a week's vacation pay for each one (1) month of service since his/her date of employment by the Employer. For an employee having at least one (1), but less than five (5) years of continuous service at the time of termination, the pro-rated amount of vacation pay shall be one-sixth (1/6) of a week's vacation pay for each one (1) month of service since his/her last previous anniversary date of employment. For an employee having at least five (5), but less than eleven (11) years of continuous service at the time of termination, the pro-rated amount of vacation pay shall be one-fourth (1/4) of a week's vacation pay for each one (1) month of service since his/her last previous anniversary date of employment. For an employee having eleven (11) years or more of continuous service at the time of termination, the pro-rated amount of vacation pay shall be one-third (1/3) of a week's vacation pay for each one (1) month service since his/her last previous anniversary date of employment. The provisions of this paragraph shall not apply in cases of termination for proven theft.

ARTICLE 12: HOLIDAYS

12.01. Recognized Holidays.

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

Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

In addition to the six defined holidays, employees who have completed their probationary period may schedule two (2) floating holidays, subject to management approval.

12.02. Holiday Pay.

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

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

(c) Employees who work on any of the holidays set forth in Section 12.01 which is their sixth (6th) or seventh (7th) day of work in a workweek shall be paid two and one-half (2½X) or three (3X) times their straight-time rate of pay for such work, as the case may be.

12.03. Failure to Report.

(a) If an Employee was scheduled by his/her Employer, at least one (1) week in advance of a particular holiday, to work on that holiday and fails to report for such scheduled work, he shall not receive any holiday pay.

(b) If the employee has two (2) or more absences before and/or after a holiday, within one (1) year, the employee may be required to provide documentation justifying the absence. In the absence of the requested documentation or a failure to present sufficient justification, holiday pay may be refused.

12.04. Floating Holiday Eligibility.

(a) Employee is not eligible to request a floating holiday until he/she has completed his/her probationary period.

(b) Floating Holiday eligibility shall be calendar year to calendar year.

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

(d) Regular full-time or regular part-time employees only.

(e) Employees will be paid floating holiday pay based on the number of hours in their regular shift at the time of the floating holiday.

(f) Must be taken as paid time off.

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

(h) If the floating holiday has not been used or approved to be used prior to the effective date of the employee's termination, then the employee is entitled to one (1) paid floating holiday during the first six (6) months of the calendar year and two (2) paid floating holidays any time

after the first six (6) months of the calendar year. The floating holiday(s) shall be paid at the time of termination if the employee has completed his/her probationary period.

ARTICLE 13: LEAVES OF ABSENCE

13.01. Reasons for Leaves of Absence.

(a) Leaves of absence without pay, for bona fide illness or injury compensable under the Employer's Insurance Company of Nevada ("EICON"), shall be granted for the period of time that an employee, as demonstrated to the satisfaction of the Employer to the extent of its rights under EICON, is unable to perform his/her regular job duties or such other modified or different job duties as the Employer may, in its sole discretion to the extent of its rights under EICON, choose to assign to the employee.

The Employer reserves the right to assign employees to work in light duty in classifications that are covered or are excluded from the terms of this Agreement, during the time that an employee's bona fide illness or injury compensable under the Nevada Industrial Insurance Act precludes him/her from performing the duties of his/her classification. The employee shall be paid either the temporary total disability rate while assigned to light duty or the appropriate rate for the classification if the employee is assigned to perform bargaining unit work in its entirety, whichever is greater. The Employer shall assign the employee to work the shift and hours consistent with the needs of the business and availability of light duty work, and without obligation to provide a weekly guarantee.

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

If the bargaining unit employee rejects the assignment to perform light duty work, whether within or outside of the bargaining unit, the employee shall be subject to disqualification of benefits under the Employer's Insurance Company of Nevada. However, if the bargaining unit employee rejects the assignment to perform light duty work, the bargaining unit employee shall not otherwise be subject to discipline and shall continue to be entitled to leave for which the employee is eligible under 13.01(a).

In the event a bargaining unit employee is assigned and accepts light duty work within the bargaining unit, all applicable provisions of the Collective Bargaining Agreement, subject to the modifications and restrictions set forth herein, shall apply to such employee, including accrual of seniority, and grievance and arbitration. In addition, the employee shall comply with all Company, House, and Departmental rules to the extent required under Section 23.02.

In the event a bargaining unit employee is assigned and accepts out-of-bargaining unit light duty work, the Employer shall make contributions on behalf of the employee pursuant to Articles 25 and 26 of this Agreement. In the event of a termination, the employee shall be entitled to all rights in accordance with Articles 6 and 21 of the Collective Bargaining Agreement except in the

event of an arbitration, the arbitrator's power shall be limited to restoring the employee to their pre-injury bargaining unit position. No other provisions of the Collective Bargaining Agreement shall apply to employees working in out-of-unit light duty positions. The employees shall comply with all Company, House, and Departmental rules.

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

(b) Leaves of absence without pay shall be granted for:

1. the employee's own serious health condition not compensable under the Employer's Insurance Company of Nevada for cumulative periods not to exceed six (6) months total during the twelve (12) month period selected by the Employer for determining leave entitlement under the Family and Medical Leave Act of 1993 ("FMLA"), except that an employee on a leave of absence under this subsection because of pregnancy or complications arising from pregnancy, which must be documented with a physician's certification, may supplement the six (6) months leave provided here by borrowing of part of the leave which the employee would become entitled under subsection 13.01(b)(2) after birth of the employee's child. In no case, shall the leave exceed eighteen (18) months.

2. the birth and care of an employee's child, or for the placement of a child with the employee for adoption or foster care provided that the entitlement to such leave shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement; and

3. the care of the employee's spouse, son, daughter or parent with a serious health condition for a minimum period up to the balance of the employee's leave entitlement under the FMLA or for reasonable periods, as determined by the Employer, whichever is greater.

Any leave granted and taken pursuant to this subsection shall count toward satisfaction of an employee's leave entitlement under the FMLA.

(c) Leaves of absence without pay or benefits shall be granted to an employee for reasonable periods, as determined by the Employer, for death in the employee's immediate family (spouse, child, parent, grandparent, brother or sister) or a serious health condition affecting the employee's grandparent, brother or sister.

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

(e) Leaves of absence shall be granted in writing. Probationary employees shall not be entitled to a leave of absence pursuant to this Article. Authorization of a leave of absence shall

be contingent upon the employee's furnishing to the Employer appropriate documentation supporting the requested leave. Employees must take any available applicable earned and unused paid time off prior to requesting leaves without pay pursuant to Article 13.01(c) and (d). If an employee elects to substitute available, applicable earned and unused paid time off for FMLA leave, the paid time off will offset the amount of unpaid leave to which an employee would otherwise be entitled to pursuant to the FMLA. Leaves of absences shall not be granted for the purpose of taking outside employment. Any employee on leave of absence who engages in new outside employment or expands the scope of current outside employment or actively works at current outside employment in conflict with his/her disability shall have his/her employment with the Employer terminated immediately.

(f) The Employer shall continue to make contributions to the Health and Welfare Fund under Article 25 for cumulative periods not to exceed twelve (12) weeks total during the twelve (12) month period selected by the Employer for determining leave entitlement under the Family and Medical Leave Act of 1993 for an employee who is on leave of absence because of the employee's own serious health condition, [13.01(a) and 13.01(b)(1)] or for the birth or caring of a child or the placement of a child with the employee for adoption or foster care [13.01(b)(2)] or to care for a spouse, child or parent who has a serious health condition [13.01(b)(3)]. The contributions required under this provision shall be made at the minimum level necessary under the Health and Welfare Plan to maintain existing benefits under the Plan.

To the extent this Article contains provisions subject to the Family and Medical Leave Act of 1993 ("FMLA"), the Article has been modified where necessary to comply with the FMLA. Where this Article provides rights for employees greater than the FMLA, this Article governs. The FMLA does not diminish the Employer's obligations under this Article that provide greater family or medical leave rights to employees than the rights established under the FMLA, but such lesser rights under the FMLA shall be subsumed in the rights provided in this Article. To the extent the FMLA provides greater rights to employees than the provisions of this Article, the relevant provisions of this Article shall be subsumed in the rights provided in the FMLA.

13.02. Return from Leave of Absence.

(a) An employee granted a leave pursuant to 13.01(a) or (b)(1), (2) and (3) shall be returned to work on the same shift and station (or station rotation) in his/her regular job classification, without loss of seniority; subject to satisfaction of the following conditions, where applicable. In the case of a leave under 13.01(a), an employee's return to work shall be contingent upon demonstration to the Employer's satisfaction under EICON that the employee is able to perform such work. In the case of a leave under 13.01(b)(1) an employee's return to work shall be contingent upon demonstration to the Employer's satisfaction in accordance with 13.03 that the employee is able to perform such work. An employee wanting to extend a leave of absence granted under Article 13.01(b)(1) and (2) shall notify the Employer fourteen (14) days prior to the end of the approved leave of absence.

(b) Upon the return of any employee from any other leave of absence, the employee shall return to the same classification, and the Employer shall make every reasonable effort to accommodate the employee's original schedule, shift, and station.

13.03. Medical Disability.
An employee absent five (5) or more days due to medical disability or his/her own serious health condition, whether or not compensable under the terms of the Employer's Insurance Company of Nevada [13.01(a) or 13.01(b)(1)] shall, upon request, present a release from his/her treating physician stating that the employee is physically able to perform the duties of his/her former position. However, if the absence exceeded ten (10) days, the Employer may also promptly require the employee to be examined by a health care provider (within the meaning of the FMLA) selected by the Employer, other than the one employed by or regularly retained by the Employer. If there is a dispute or conflict between the employee's treating health care provider and the health care provider selected by the Employer as to the physical ability of the employee to return to work and perform the duties of his/her position, the dispute or conflict shall be resolved by a third (3rd) medical opinion by a health care provider agreed upon by both parties. Employer will assume the difference between the cost of the medical services and the amount covered under the employee's health and welfare benefit plan. Employees absent due to illness or injury shall advise their Employer as to their expected date of return to work, and of any changes therein, but shall not be required to call or advise their Employer daily.

ARTICLE 14: MEALS

14.01. Meals By Employer.
For the convenience of the Employer, all employees covered by this Agreement shall be required to take their meals provided by the Employer, on the premises, in the areas designated by the Employer.

The Employer shall allow each employee an uninterrupted meal period of thirty (30) minutes, on the Employer's time. The meal period will normally be provided as close to the middle of the employee's shift as possible.

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

ARTICLE 15: UNIFORMS AND FACILITIES

15.01. Uniforms Furnished by Employer.
(a) Except as provided otherwise in paragraph (b) of this Section, the Employer shall furnish or pay for all uniforms or work clothes worn by all employees on the job, and also shall launder or clean such uniforms unless the employee voluntarily elects to launder the garments at their own expense. The Employer shall make available a sufficient supply and variety of sizes of uniforms so that all employees will have clean and properly fitting uniforms at all times. A clean uniform shall be furnished to each employee as frequently as needed, but except in unusual circumstances, not more often than daily for Cooks and miscellaneous kitchen help, and not more often than every two days for all other employees. Employees must wear the uniforms

furnished by the Employer. If the Employer does not furnish capes or sweaters to be worn as part of an employee's uniform, the employee may wear a personal sweater if it has been approved by the Employer as to style and appearance. Cold weather uniforms or appropriate cold weather jackets shall be furnished by the Employer for Door Persons, Front Service Attendants and Baggage Handlers. Any other outer apparel or jewelry may not be worn without approval of the Employer. Approval shall not be unreasonably withheld.

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

1. Black trousers, shirts, neckties or socks for all Server classifications, Bartenders, and Bus Persons, but the Employer will pay Bartenders (excluding those employed for banquets and as extra employees) two dollars ($2.00) per week toward the purchase and maintenance of black trousers when required by the Employer. When Servers and Bus Persons are required to purchase uniform black trousers/pants, the Employer shall provide specified black trousers/pants at a cost substantially below ordinary retail cost.

2. Black or brown street shoes for any employees, or low-heeled white shoes for Server classifications.

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

4. Ordinary shoes, boots, or hosiery for cocktail servers, so long as a special type is not required.

15.02. *Care of Uniforms and Clothing.*

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

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

15.03. *Storage Units for Employees.*

(a) Except as provided otherwise in paragraph (b) of this Section, the Employer shall provide individual storage units with locks for all employees, and shall also provide and maintain in a clean and sanitary condition private dressing areas. Except for normal wear and tear, employees shall be responsible for loss of or damage to storage units, locks and keys furnished by the

Employer, provided that such loss or damage is the fault of the employee. No representative of the Employer shall open an employee's storage unit unless the employee or a Union representative is offered an opportunity to be present, except in the case of an emergency, which shall not be defined to include searches.

(b) For all banquet employees for whom the Employer does not provide storage units, the Employer shall make available a room where they may leave their personal clothing and other articles while working. Such room shall be locked and the key kept by a designated Employer representative who shall be available to let employees in and out of the room as required.

Banquet employees who lose clothing as a result of the Employer failing to observe this Section, shall be reimbursed for the fair value of the clothing lost.

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

ARTICLE 16: MISCELLANEOUS

16.01. Union Buttons.
A Union button with a mutually agreed design may be worn on the job however, in no event shall the Union button exceed the size of a U.S. quarter.

16.02. Rotation of Stations.
Except for restaurant areas reserved for hotel and casino executives, stations for qualified Food Servers shall be rotated equitably on a daily basis. Dining room employees, servers, and bar employees shall normally be assigned to a particular room or bar, but may be assigned to another area by the Employer in order to meet business demands so long as the employee is not adversely affected financially, except in the event of an emergency. Stations for Cocktail Servers, other than those in the casino, shall be rotated daily within a room on an equitable basis. Stations for Cocktail Servers which include any area of the casino as part thereof shall not be rotated, nor shall Cocktail Servers' stations at the swimming pool be rotated. The rotation schedule shall be posted with, or as part of, the work schedule required to be posted under Section 9.06.

16.03. Break Periods.
Employees working eight (8) hour or ten (10) hour shifts shall receive two (2) ten (10) minute break periods on the Employer's time, one (1) prior to their meal period and one (1) following the meal period. Employees working six (6) or four (4) hour shifts shall receive one (1) ten (10) minute break period on the Employer's time. Rest areas shall be maintained in a clean condition. The Employer shall provide in convenient areas for each department a means of recording in and out times for their break periods. It shall be the employees' responsibility to record their break periods.

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

16.05. Presentation of Checks.
When checks are presented to guests or customers, they shall be presented by either a Bartender, a Food Server or a Cocktail Server; provided, however, that the above provision of this section shall not apply in cases of banquets or where a master check for a group function is presented. Notwithstanding the above, a Bartender may only present a check to guests or customers for customers bar items.

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

16.07. Change Persons.
Change persons shall not carry more than twenty (20) pounds in change belts.

16.08. Restroom Assignments.
Station assignment for cleaning of restrooms may be gender specific, i.e., females assigned to the ladies restroom and males assigned to the men's restroom.

16.09. Duties of Guest Room Attendants and Housepersons
(a) The presently existing workload per shift for Guest Room Attendants shall not be increased during the term of this agreement. The workload is defined as the number of rooms or "credits", credits for special items such as extra-dirty rooms and VIP rooms, and the assignment of pickup rooms. A change in total square footage of the rooms assigned to a station shall also be considered to be an increased workload within the meaning of this subsection if the increase is five percent or more of the total square footage presently existing. The maximum number of rooms or "credits", as established in this subsection, shall be reduced as follows:

(1) One (1) room or credit reduction for each checkout room over 9 on any shift that a Guest Room Attendant's assignment contains 10 or more room checkouts.

Checkouts	Reduction in Rooms or "Credits"
10	1
11	2
12	3

If during the course of the shift a scheduled checkout room becomes a stayover instead, the foregoing reduction will not be made with respect to that room. If more than one credit is given for a suite, that same number shall be used in calculating the number of checkouts (for example, a suite worth three credits would be counted as three checkouts) when the suite is a checkout. This subsection applies only to Guest Room Attendants assigned to day shifts.

(2) One (1) room or credit reduction whenever a Guest Room Attendant is required to make up three (3) rollaways on a shift.

(3) One (1) room or credit reduction if a Guest Room Attendant accepts an assignment including rooms on more than two (2) floors during a shift, provided that Guest Room Attendants shall not be required to accept such an assignment.

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

(c) Regular Guest Room Attendants shall have the option of wearing a uniform with or without long pants. This uniform option does not apply to Guest Room Attendants assigned to floors containing rooms designated as premium, penthouse, villa, or concierge. The Employer will make its best efforts to provide a uniform option with pants within one (1) year of ratification of the Agreement.

(d) In each standard room serviced, a card shall be left indicating the name of the Guest Room Attendant that cleaned the room. The card shall not contain any reference to "gratuities." The language on the card shall be mutually agreed upon by the Employer and the Union.

ARTICLE 17: BANQUETS

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

17.02. Service Charge.
(a) On all banquets, it is obligatory on the Employer, that a seventeen percent (17%) service charge of the total charges for food and beverage shall be paid to the Food Servers, Cocktail Servers, Bus Persons who work the function, in addition to the designated wages. This distribution of such gratuities shall be in accordance with Articles 5.07, 5.08, and 5.09. The Employer shall post in a conspicuous place available to banquet employees, prior to or during the banquet function, the menu, the number of guests, the name of the group, and the price charged for the food and beverage.

(b) Employer sponsored promotional events for which no charges are made to the customer shall be exempted from provisions of 17.02(a). Servers working such an event shall receive a

guaranteed gratuity of seventeen percent (17%) based on current practice, not to exceed one hundred-seventy-five dollars ($175) per server. The Employer at their sole discretion can increase the guaranteed gratuity for any Employer sponsored event.

17.03. Employees Working Banquets.
The Employer may use regular employees for banquets scheduled in restaurant space where such employees normally serve the public. For special functions requiring special service, the Employer will normally use regular banquet part-time employees first, but may at its discretion, use other regular employees, so long as this is not done routinely.

With the foregoing exceptions, the Employer shall first use regular banquet part-time employees for banquets. The regular banquet part-time list is: the "A" list as outlined in Article 17.01. The "B" list as outlined in Exhibit 5, is a supplemental pool hired and called directly by the Employer.

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

17.05. Distribution of Gratuities.
All gratuities belong to the employees and no part of the gratuities belong to the Employer or any representatives of the Employer (other than Banquet or Catering Managers, as provided in Section 17.02) and are not a part of the basic wage established by this Agreement. The distribution of gratuities among banquet workers shall be in accordance with Articles 5.08 and 5.09. The Employer shall make available for examination by the employees involved and by the Union a breakdown of the distribution of gratuities for all food and beverage, the name and date of the function and room where held, the total price for all food and beverage, the number of guests in attendance, and the names and social security numbers of the banquet workers.

17.06. Cocktail Parties.
All cocktail parties only, including those preceding a banquet and including those where only hors d'oeuvres are served, and where Food Servers or Cocktail Servers are employed solely for the cocktail party, gratuities shall be distributed in accordance with Article 5.09 only among Bartenders, Food Servers, Cocktail Servers and Banquet or Catering Managers who work the cocktail party, except that Bartenders shall not participate in gratuities where Food Servers or Cocktail Servers serve customers from a regularly established service bar.

17.07. Banquet Minimums and Limitations.

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

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

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

(d) Buffets:

1. Breakfasts: Two (2) hours minimum.

2. Luncheons: Three (3) hours minimum.

3. Dinners: Four (4) hours minimum.

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

4. There shall be no limit on the number of customers a Food Server may be required to serve at a buffet.

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

17.08. Full Function.

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

17.09. Bartenders.

Bartenders assigned to work a banquet function shall be employed or paid for not less than four (4) hours for each banquet function. Barbacks, Bar Porters, or Convention Porters will be responsible for transporting portable bars to and from work areas.

17.10 Banquet Training and Work.
It is the objective of the Employer and the Union to increase the economic opportunities for all bargaining unit employees. In recognition of the foregoing, the Southern Nevada Joint Management Culinary and Bartenders Training Fund shall establish a training course to help the bargaining unit employees acquire the banquet service skills needed to be eligible for employment. All interested employees must complete the banquet training.

In order to give trained bargaining unit employees from other departments the opportunity to pick up extra banquet work, the Employer will staff banquets with in-house "C" list employees whenever possible, if there are not enough roll-call servers available. Post roll-call banquet work will be strictly voluntary.

ARTICLE 18: PROMOTIONAL EVENTS

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

(b) Any event for which no charges are made to the customer for that event.

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

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

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

For those events described in 18.01(b), servers working said event shall receive a guaranteed gratuity of seventeen percent (17%) of the cost of the event, not to exceed one hundred seventy-five dollars ($175.00).

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

18.03. Front Service Attendants.
Where Front Service Attendants are not given the opportunity to room promotional event or complimented guests, they shall receive not less than two dollars and twenty-five cents ($2.25) net per person checking in and out, which shall be evidenced by a coupon contained in the package. Notwithstanding the above provisions, Front Service Attendants shall be guaranteed a gratuity of two dollars and twenty-five cents ($2.25) net per person checking in and/or out only where a baggage is delivered and removed as part of a group arrival or departure. Set arrivals and/or departures shall be evidenced by a manifest. These guaranteed gratuities shall only be paid to Front Service Attendants who actually perform the services. These guaranteed gratuities do not apply to diverted air carriers. The twenty-five cents (25¢) increase from two dollars ($2.00) to two dollars and twenty-five cents ($2.25) will be in effect for any verbal or written agreement with any groups booked or contracted or with any group operators if said agreements were executed after June 1, 2002. All breakage funds shall be distributed among Front Service Attendants in accordance with current practice.

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

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

ARTICLE 19: COMPLIMENTED GUESTS

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

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

(c) Food Servers, Cocktail Servers and Bartenders, to whom are presented by guests or customers beverage and/or food tickets or coupons issued by the Employer, for which no charge is made, shall receive from the Employer a gratuity of fifteen percent (15%) of the established

menu or bar price of the food and beverage served as established by the Employer for such service in that particular room. In instances when beverage and/or food tickets or coupons issued are clearly marked, "Gratuities Not Included," there shall be no guaranteed gratuity.

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

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

ARTICLE 20: SENIORITY

20.01. Probationary Period.
An employee will be considered as a probationary period employee until he/she has completed forty (40) shifts of work after his/her most recent date of hire by the Employer, after which his/her seniority shall date back to his/her most recent date of hire by the Employer. A probationary employee may be terminated at the discretion of the Employer, and such termination shall not be subject to the grievance and arbitration provisions of this Agreement. Probationary employees are not eligible for leaves of absence. The above probationary period may be extended by mutual agreement of the Employer and the Union.

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

(b) Classification seniority is an employee's length of continuous service in years, months and days from his/her most recent date of hire into or transfer into his/her present classification. Classification seniority shall not be considered interrupted because of the merger of two or more job classifications into one classification.

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

20.03. Layoffs and Recalls.
(a) In the event of layoffs due to a reduction in force, probationary employees within the affected classification(s) will be the first to be laid off. Employees will be laid off from and recalled to their regular job classifications in accordance with their house seniority, provided they have the qualifications to perform satisfactorily the work available in their regular job classification, unless a junior employee has significantly greater skills and/or qualifications. It is the responsibility of the employee to advise the Employer of a change in either address or telephone number. In accordance with their seniority, employees in layoff status will be offered, but not required to perform, all available work in their classifications.

(b) In the event of a layoff because of circumstances affecting only a portion of the establishment such as a room closing (but not ordinary fluctuations of work), the affected employee may be laid off without regard to house seniority, provided the layoff is scheduled to be thirty (30) days or less.

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

20.04. Promotions and Preference for Shifts.

(a) When the Employer promotes an employee to another classification, the Employer will consider the Employee's seniority, qualifications, and ability to perform satisfactorily the work in the other classification, and prior performance, and, provided further, any employee before being promoted to the classification of Bartender must have passed the craft examination for Bartenders conducted by the Union. When skills and/or qualifications are relatively equal among employees, the senior employee shall be the one promoted. For purposes of this paragraph (a), a "promotion" shall be deemed to be a transfer from one classification to another, regardless of any change in compensation. All promotional opportunities within the bargaining unit classifications shall normally be posted. The Employer will give preferential consideration to qualified bargaining unit employees for these openings. The Employer and the Union agree that the goal is to maximize the availability of promotions for qualified employees. Vacancies to be filled by promotion under this paragraph shall be posted for seventy-two (72) hours near the employee time clock or other location to which employees have regular access. The Employer may fill the vacancy temporarily during the posting period. An employee promoted under this Section who cannot perform satisfactorily the work of the job to which he or she was promoted, may be transferred back to his or her former job, within thirty (30) shifts after the date of the promotion. If the employee's former shift and station is no longer available, the employee shall be entitled to the next opening in the former classification for which the employee is qualified.

(b) When there is a regular vacancy, or a temporary vacancy of at least ninety (90) days, on a particular shift or station, employees in the same job classification on other shifts or stations who desire to transfer to the vacancy, will be transferred on the basis of their classification seniority, unless a junior employee has significantly greater skills and/or qualifications to perform the work. An employee transferred under this Section shall assume the weekly schedule of days of work and days off, and the daily shift scheduled, applicable to the vacant position to which he/she transfers, and he/she shall not be eligible for another transfer under this paragraph for six (6) months. An employee transferred under this section who cannot perform satisfactorily the work on the shift or station to which transferred may be transferred back to his/her former job within thirty (30) shifts after his/her date of transfer. If the employee's former shift is no longer available, the employee shall be entitled to the next opening in the former classification for which the employee is qualified. The resulting vacancy created by a transfer under this Section shall be filled in the same manner as the original vacancy. Regular vacancies under this paragraph shall be posted for seventy-two (72) hours near the employee time clock or other

location to which employees have regular access. The Employer may fill the vacancy temporarily during the posting period.

(c) The filling of vacancies in food service positions (Server, Bus, Host, Cook) is governed by the following provisions of the Collective Bargaining Agreement: Article 2, Section 2.01; Article 10, Section 10.02 (next-to-last paragraph); and Article 20, Section 20.04. This language sets forth the relationship between these sections, and in particular the sequence to be followed in filling vacancies. Additionally, this language sets forth a new principle: For every third (3rd) vacancy in a Food Service, Bus, Cooks or Hostess position, the employees already working in the room where the vacancy occurs, will have priority to fill the position.

1. The first two (2) vacancies out of every three (3) vacancies in full-time positions in a food service classification in a room will be filled first through bidding pursuant to Section 20.04(b), with all full-time employees in the classification being eligible to bid. If a vacancy is not filled by this method, it will then be offered to part-time employees in the same classification, in seniority order. If a vacancy is not filled by this method, then it will be filled by promotional bidding pursuant to Section 20.04(a). If a vacancy is not filled by this method, the Employer may hire a new employee to fill the position.

2. The third (3rd) vacancy out of every three (3) vacancies in full-time positions in a food service classification in a particular room shall be filled first by bidding pursuant to Section 20.04(b), but only full-time employees in the classification in the room where the vacancy occurs are eligible to bid. If the vacancy is not filled by this method, then the vacancy will be offered to part-time employees in that classification, in that room, in order of seniority. If the vacancy is not filled by this method, it will be filled by bidding pursuant to Section 20.04(b), with all full-time employees in that classification being eligible to bid. If the vacancy is not filled by this method, it will be filled by promotional bidding pursuant to Section 20.04(a). If the vacancy is not filled by this method, the Employer may hire a new employee.

20.05. Break in Continuous Service and Seniority.

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

(a) He/she quits.

(b) He/she is discharged for just cause.

(c) He/she is absent exceeding the period of an authorized leave of absence.

(d) He/she is absent, due to injury or illness sustained during the course of employment, exceeding the period for which statutory, temporary total disability payments are payable under the Nevada Industrial Insurance Act, provided that the employee shall have one (1) week after his/her release in which to return to work. However, the time required for an appeal through the appeals officer level shall not, in and of itself, constitute a break in the employee's seniority.

(e) He/she is absent because of layoff exceeding six (6) months, or twelve (12) months if the layoff was caused by construction.

(f) He/she is absent exceeding six (6) months because of illness or injury not compensable under the Nevada Industrial Insurance Act.

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

ARTICLE 21: GRIEVANCES AND ARBITRATION

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

21.02. Time Limit for Filing Grievances.
(a) No grievance shall be entertained or processed unless it is received, in writing, by either party, within fifteen (15) work days after occurrence of the event giving rise to the grievance or after the aggrieved party hereto acquires knowledge of the occurrence of such event, whichever is later. The written grievance shall set forth the provision(s) of this Agreement alleged to have been violated, and every effort will be made to set forth all of the known facts allegedly constituting the violation. At the time it submits a grievance to the Employer, the Union shall furnish the Employer with copies of any written statements, reports or documents relied on by the Union or the grievant to support the grievance, not including the employee's written grievance submitted to the Union. At the time the warning notice is issued, the Employer shall indicate, on the notice, whether witnesses are involved.

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

21.03. Procedure for Adjusting Grievances.
All grievances shall be adjusted exclusively in the following manner:

1. BOARD OF ADJUSTMENT. Any unresolved grievances shall be reduced to writing and scheduled for hearing by a Board of Adjustment within ten (10) working days of the filing of the grievance. The Board of Adjustment shall be comprised of not more than three (3)

representatives of the Employer, and three (3) representatives of the Union. For the purpose of attempting to resolve grievances prior to arbitration, the parties, at any meeting prior to the Board of Adjustment hearing, and at that hearing, shall make full disclosure to each other of all facts and evidence then known to them which bear on the grievance.

2. ARBITRATION. Any grievance not settled by the Board of Adjustment may be referred to arbitration by written notice from the party who filed the grievance within ten (10) working days of the Board of Adjustment. Representatives of the Employer and Union shall attempt to select an arbitrator, but if they are unable to do so, the arbitrator shall be chosen by lot from the following nine (9) member panel, except that either party may strike one (1) arbitrator from the panel for a particular arbitration before drawing a lot:

Gerald McKay, Reginald Alleyne, Franklin Silver,
Benjamin Aaron, Mei-Ling Bickner, Geraldine Randall,
William Rule, Tom Angelo, Howard Block

On each anniversary date of the Agreement, either party may strike up to three (3) members of this panel. The parties shall attempt to agree upon replacement members of the panel, but in the event they cannot reach agreement, the required replacements shall be selected through an alternate striking procedure from Federal Mediation and Conciliation Service arbitration panels. No arbitrator shall be chosen to serve in two (2) consecutive arbitrations for the same hotel unless by mutual consent of the parties. 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 provisions of this Agreement. No evidence shall be introduced as to the withdrawal during negotiations, of a proposal to change the Agreement. The award of the arbitrator shall be final and binding upon the Employer involved, the Union, and the employee(s) involved. Except in discharge cases, the expenses and fees of the arbitrator shall be shared equally by the Employer and the Union. In discharge cases, the expenses and fees of the arbitrator, and of the court reporter, if any, shall be paid by the party losing the arbitration. Where, in a discharge case, reinstatement is ordered by an arbitrator, with less than full back pay, the costs of arbitration shall be divided evenly between the parties.

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

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

event a majority decision is not reached, the matter may be referred by the Union to procedure (b) below, or to formal arbitration procedures set forth herein.

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

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

In order to encourage the prompt resolution of grievances, neither party shall routinely deny requests by the other party for mutual agreement on either of the forms of expedited arbitration provided above. However, either party may withhold such mutual agreement for particular cases.

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

ARTICLE 22: NO STRIKES - NO LOCKOUTS

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

22.02. No Lockouts.
During the term of this Agreement, the Employer will not lock out any of employees in the bargaining unit covered by this Agreement.

ARTICLE 23: MANAGEMENT RIGHTS AND RESPONSIBILITIES

23.01. Right to Manage.
The right to manage the Employer's business and the direction of its employees, including, but not limited to, the following rights, are reserved to the Employer. Such rights include the right to direct, plan and control operations, to determine the number of employees to be employed, and to determine the means, methods and schedules of operations. The Employer shall have the sole right to direct and control its employees. The Employer reserves the right, which is hereby recognized by the Union, to initiate any action toward any employee, including, but not limited to, reclassification, retention, scheduling, assignment, promotion, transfer, layoff and/or rehire. Seniority, among other factors, will be considered by the Employer when making these decisions. 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.

23.02. Rules and Posting.
The Employer may establish and administer reasonable rules, regulations and procedures governing the conduct of employees, provided that such rules, regulations and procedures are not inconsistent with any provisions of this Agreement. The Employer shall post and maintain any such rules in such places within its establishment so that all employees affected thereby, and business representatives of the Union, may have an opportunity to become familiar with them. The reasonableness of any rules, regulations and procedures provided for herein, are subject to the grievance procedures of this Agreement.

ARTICLE 24: COURT APPEARANCE AND JURY DUTY

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

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

ARTICLE 25: HEALTH AND WELFARE

25.01. Amount of Contributions.
There presently is in effect, pursuant to the agreement of the parties, a group life, medical, surgical and hospital plan involving a trust fund and trust agreement for the Hotel Employees and Restaurant Employees International Union Welfare Fund (the "Fund"). The parties hereto agree that the aforesaid trust agreement and any amendments shall be in effect during the period of this Agreement. The Employer shall make, as of June 1, 2002, for all hours worked on and after that

date, a contribution to the Fund of two dollars and eighty-seven cents ($2.87) per hour worked, on or before the fifteenth (15th) day of each month for the previous month. This rate of contribution may be increased on or after June 1, 2003 in accordance with the provisions of section 27.03 of this Agreement.

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

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

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

ARTICLE 26: PENSIONS

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

26.02. Contributions.
Commencing June 1, 2002, said contributions shall be forty-eight cents (48¢) per hour worked. Said contributions shall be due and payable to the fund not later than the fifteenth (15th) day of each month. A list of the names and Social Security numbers of the employees covered shall accompany the payment. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. This rate of contribution may be increased on or after June 1, 2003 in accordance with the provisions of section 27.03 of this Agreement.

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

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

ARTICLE 27: WAGES

27.01. Established Wages.
Except as provided otherwise in Sections 5.05 and 27.02, classifications and wage rates for the term of this Agreement shall be as set forth in Exhibit 1 attached hereto and made a part of this Agreement.

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

27.03.
The Employer shall pay the following additional amounts as of the dates shown. At least 30 days prior to each date, the Union shall inform the Employer how the increases shall be allocated to wages for the various classifications listed in Exhibit 1 and contributions to the Health and Welfare, Pension and/or Training funds, provided that if the Union's notice to the Employer is less than 30 days, the Employer will not be excused from paying the increases as allocated by the Union unless there is actual prejudice to the Employer by the delay and then the Employer may be excused only for a period of time equal to the length of the Union's delay in giving notice. The Union shall make such allocation in its sole discretion. Any increases in wages shall be added to the rates shown in Exhibit 1 for the affected classifications.

Date	Total Package Increase
June 1, 2003	$0.60 per hour
June 1, 2004	$0.65 per hour
June 1, 2005	$0.65 per hour
June 1, 2006	$0.65 per hour

27.04. Newly Hired Employees.
Newly hired employees, except banquet employees, who have worked in the Greater Las Vegas area casino industry in a culinary/bartender classification a minimum of two thousand (2,000) hours in the thirty-six (36) month period preceding the commencement of their employment, may for the first ninety (90) calendar days of their employment be paid a rate equal to eighty percent (80%) of the full contract rate of pay for the employee's classification. Thereafter they

shall be paid a rate of equal to one hundred percent (100%) of the full contract rate of pay for the employee's classification.

Newly hired employees, except banquet employees, who have not worked in the Greater Las Vegas area casino industry in a culinary/bartender classification a minimum of two thousand (2,000) hours in the thirty-six (36) month period preceding the commencement of their employment may be paid at the eighty percent (80%) rate for the first one hundred eighty (180) calendar days of employment.

The Employer shall advise the employee of his/her obligation to furnish the Employer, within ninety (90) calendar days, with verification of the two thousand (2,000) hours of prior Greater Las Vegas area casino industry experience in a culinary/bartender classification on a form to be mutually agreed upon by the parties. An employee who produces such verification after ninety (90) calendar days, but before one hundred eighty (180) calendar days shall be increased to one hundred percent (100%) at that time, but not retroactively.

ARTICLE 28: OWNERS AND SUCCESSORS

28.01. Ownership.
This Agreement shall cover all employees employed in classifications listed in Exhibit 1 in operations within the jurisdiction of the Union, in Greater Las Vegas, Nevada, 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 one or more principal(s) of the Employer covered by this Agreement, or a subsidiary of the Employer covered by this Agreement, or any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls the Employer covered by this Agreement. However, the foregoing provisions of this Section shall not apply (1) to any employees employed in classifications listed in Exhibit 1 in hotel-type operations of sixty (60) rooms or less unless such operations have a casino providing live games, or (2) to any employees employed in classifications listed in Exhibit 1 in operations which do not have a casino providing live games unless such operations are hotel-type operations of more than sixty (60) rooms, or (3) to any employees employed in non-hotel operations.

28.02. Obligations on Employer Selling or Assigning.
In the event that the Employer sells or assigns his/her business or in the event that there is a change in the form of ownership, the Employer shall give the Union 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 health and welfare for employees covered by this Agreement. In addition, the Employer shall be responsible for accrued vacation payments for each employee covered by this Agreement. The Employer further agrees that as a condition to any such sale, assignment or transfer of ownership, he/she will obtain from the successor or successors in interest a written assumption of this Agreement and furnish a copy thereof to the Union.

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

ARTICLE 29: SUBCONTRACTING AND SUBLEASING

29.01.
It is recognized that the Employer and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement and employed on a regular basis. Therefore, no work customarily performed by employees covered by this Agreement shall be performed under any sub-lease, sub-contract, or other agreement unless the terms of any lease, contract or other agreement specifically states that (a) all such work shall be performed only by members of the bargaining unit covered by this Agreement, and (b) the Employer shall at all times hold and exercise full control of the terms and conditions of employment of all such employees pursuant to the terms of this Agreement. The provisions of this Article apply to all operations on the Employer's premises covered by this agreement, regardless of location or displacement of employees or prior use of the area occupied by such operations. Notwithstanding the foregoing provisions hereof the Employer may purchase from outside sources for use in its establishment convenience foods, prepared frozen foods, pre-mixed salads and peeled vegetables.

ARTICLE 30: TRAINING

30.01. Training Program.
Employees who successfully complete the Employer's training program for a classification covered by this Agreement shall be considered qualified for that classification for purposes of Article 20 of this Agreement. Such training programs shall be made available equally to all interested employees, and shall be offered at no cost to the employees.

Employees who successfully complete the Southern Nevada Joint Management Culinary & Bartender Training Fund training program for a classification covered by this Agreement shall be considered qualified for that classification for purposes of Article 20 of this Agreement.

30.02. Training Fund.
The parties agree to participate in the Southern Nevada Joint Management Culinary & Bartenders Training Fund. The Mirage shall contribute three and one-half cents (3.5¢) per hour for each hour worked effective June 1, 2002. One-half cent (0.5c) is hereby earmarked for the sole use of a program for recruitment, promotion and mentoring of a diverse workforce. As used in this Section, "hours worked" shall mean all hours for which an employee is compensated, including vacation and holiday hours paid for. This rate of contribution may be increased on or after June 1, 2003 in accordance with the provisions of section 27.03 of this Agreement.

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

By execution of this Agreement, the Employer party hereto agrees to accept and be fully bound by the terms of the Training Fund's Trust Agreement and Plan and any subsequent amendments thereto.

ARTICLE 31: JOB DESCRIPTIONS

31.01.
Job descriptions are attached hereto and made a part of this Agreement. The parties shall confer regarding the content of such descriptions, and the Employer shall give good-faith consideration to the Union's views. Such job descriptions shall determine the duties of each classification and shall be used as guidelines to evaluate job performance and skills, qualifications and experience for all purposes under this Agreement. Employees shall be assigned a reasonable workload within the framework of each job description.

ARTICLE 32: OTHER BENEFITS

32.01.
If the Employer in its discretion establishes scholarship programs and/or child care programs, bargaining unit employees shall be eligible to participate in such programs on the same basis as non-bargaining unit employees. The Employer shall give good-faith consideration to including bargaining unit employees in other benefit programs which the Employer may in its discretion establish (excluding medical and related programs, pension programs, and programs established exclusively for executives).

ARTICLE 33: LABOR-MANAGEMENT COOPERATION

33.01.
The Employer and the Union have entered into this Agreement, and the changes embodied herein, for the purpose of establishing a more cooperative and more flexible relationship among the Employer, the Union and the employees. The Employer shall not apply the provisions of this Agreement in an arbitrary or unfair manner. The Union will administer the Agreement fairly toward the Employer. To further these objectives, the parties agree to consider methods of encouraging such a relationship during the life of this Agreement, including, among other things, regular meetings between Union Stewards, Union Representatives, other Union employees where appropriate, and appropriate management officials with authority for the purpose of discussing problems, employee suggestions, methods of improving morale or productivity, and other subjects.

ARTICLE 34: TERMINATION

34.01.
This Agreement shall be in full force and effect from June 1, 2002, to and including May 31, 2007, and from year to year thereafter unless sixty (60) days written notice to change, modify or terminate is given by either party prior to May 31, 2007, or in any subsequent year thereafter.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 10th day of February, 2004 in Clark County, State of Nevada.

EMPLOYER – MIRAGE CASINO-HOTEL

BY: _____

ITS: President

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: _____

ITS: President

BY: _____

ITS: Secretary-Treasurer

EXHIBIT 1 – 2002 Wage Scales

CLASSIFICATION	2002 PER HOUR 100%	2002 PER HOUR 80%	2002 PER DAY 100%	2002 PER DAY 80%
SOUS CHEF	14.484	11.587	115.870	92.696
MASTER COOK	14.309	11.447	114.470	91.576
COOK	13.953	11.162	111.620	89.296
BUTCHER	13.953	11.162	111.620	89.296
SUSHI COOK	14.309	11.447	114.470	91.576
TEPPAN COOK	13.953	11.162	111.620	89.296
ASST PASTRY CHEF	14.196	11.357	113.570	90.856
BAKER	14.171	11.337	113.370	90.696
PANTRY WORKER	13.421	10.737	107.370	85.896
HELPER	12.621	10.097	100.970	80.776
STEWARD	12.990	10.392	103.920	83.136
STOVE CLEANER	11.540	9.232	92.320	73.856
KITCHEN WORKER	11.290	9.032	90.320	72.256
UTILITY CLEANER	11.840	9.472	94.720	75.776
LINEN CHUTE ROOM	12.459	9.967	99.670	79.736
GENERAL CLEANER	11.321	9.057	90.570	72.456
GUEST ROOM ATTENDANT	11.053	8.842	88.420	70.736
STATUS BOARD OPERATOR	12.565	10.052	100.520	80.416
UNIFORM ATTENDANT	12.459	9.967	99.670	79.736
SERVER	9.309	7.447	74.470	59.576
(6 hour shift)	9.507	7.605	57.040	45.632
SERVER-SHOWROOM	9.309	7.447	74.470	59.576
(6 hour shift)	9.507	7.605	57.040	45.632
SERVER-COCKTAIL	9.309	7.447	74.470	59.576
(6 hour shift)	9.507	7.605	57.040	45.632
SERVER-BANQUET-HOURLY	10.040	8.032	80.320	64.256
SERVER-BANQUET-HOURLY/TEMP	10.040	8.032	80.320	64.256
HOST PERSON	12.715	10.172	101.720	81.376
(6 hour shift)	12.915	10.332	77.490	61.992
USHER	11.425	9.140	91.400	73.120
(6 hour shift)	11.630	9.304	69.780	55.824
HEAD USHER	15.800	12.640	126.400	101.120
(6 hour shift)	16.000	12.800	96.000	76.800
FOUNTAIN/COUNTER	10.284	8.227	82.272	65.818
(6 hour shift)	10.480	8.384	62.880	50.304
CASHIERS-F & B	13.190	10.552	105.520	84.416
(6 hour shift)	13.390	10.712	80.340	64.272
SLOT BOOTH CASHIER	12.953	10.362	103.620	82.896
BUSPERSON (REGULAR)	9.521	7.617	76.170	60.936
(6 hour shift)	9.632	7.705	57.790	46.232

CLASSIFICATION	2002 PER HOUR 100%	PER HOUR 80%	PER DAY 100%	PER DAY 80%
BUSPERSON-SHOWROOM	9.521	7.617	76.170	60.936
(6 hour shift)	9.632	7.705	57.790	46.232
RUNNER	9.765	7.812	78.120	62.496
BARTENDER, TIPPED	13.678	10.942	109.420	87.536
(6 hour shift)	13.880	11.104	83.280	66.624
BARTENDER, NON-TIPPED	14.115	11.292	112.920	90.336
(6 hour shift)	14.320	11.456	85.920	68.736
APPRENTICE BARTENDER	11.246	8.997	89.970	71.976
(6 hour shift)	11.450	9.160	68.700	54.960
BEVERAGE PORTER	11.840	9.472	94.720	75.776
(6 hour shift)	12.035	9.628	72.210	57.768
MINI-BAR ATTENDANT	11.300	8.880	88.800	71.040
ROOM SVC DISPATCHER	13.190	10.550	105.520	84.410
FRONT SVC BAGGAGE HANDLER	11.315	9.052	90.520	72.416
FRONT SVC DISPATCHER SUPERVISOR	11.560	9.248	92.480	73.984
FRONT SVC DISPATCHER	11.300	9.040	90.400	72.320
FRONT SVC DOOR PERSON SUPERVISOR	10.090	8.072	80.720	64.576
FRONT SVC DOOR PERSON	9.840	7.872	78.720	62.976
(6 hour shift)	10.040	8.032	60.240	48.192
FRONT SVC BELLPERSON	9.601	7.681	76.810	61.448
(6 hour shift)	9.801	7.841	58.808	47.046
LINEN ATTENDANT	12.459	9.967	99.670	79.736
BANQUET SET-UP PORTER	11.840	9.472	94.720	75.776
LEAD BANQUET SET-UP PORTER	12.840	10.272	102.720	82.176

EXHIBIT 1 - 2003 WAGE SCALES

CLASSIFICATION	2003 PER HOUR 100%	2003 PER HOUR 80%	2003 PER DAY 100%	2003 PER DAY 80%
SOUS CHEF	14.784	11.827	118.272	94.618
MASTER COOK	14.609	11.687	116.872	93.498
COOK	14.253	11.402	114.024	91.219
BUTCHER	14.253	11.402	114.024	91.219
SUSHI COOK	14.609	11.687	116.872	93.498
TEPPAN COOK	14.253	11.402	114.024	91.219
ASST PASTRY CHEF	14.6088	11.6870	116.8704	93.4960
BAKER	14.471	11.577	115.768	92.614
PANTRY WORKER	13.721	10.977	109.768	87.814
HELPER	12.921	10.337	103.368	82.694
STEWARD	13.290	10.632	106.320	85.056
STOVE CLEANER	11.840	9.472	94.720	75.776
KITCHEN WORKER	11.590	9.272	92.720	74.176
UTILITY CLEANER	12.140	9.712	97.120	77.696
LINEN CHUTE ROOM	12.759	10.207	102.072	81.658
GENERAL CLEANER	11.621	9.297	92.968	74.374
GUEST ROOM ATTENDANT	11.353	9.082	90.824	72.659
STATUS BOARD OPERATOR	12.865	10.292	102.920	82.336
UNIFORM ATTENDANT	12.759	10.207	102.072	81.658
SERVER	9.609	7.687	76.872	61.498
(6 hour shift)	9.807	7.846	58.842	47.074
SERVER-SHOWROOM	9.609	7.687	76.872	61.498
(6 hour shift)	9.807	7.846	58.842	47.074
SERVER-COCKTAIL	9.609	7.687	76.872	61.498
(6 hour shift)	9.807	7.846	58.842	47.074
SERVER-BANQUET-HOURLY	10.340	8.272	82.720	66.176
SERVER-BANQUET-HOURLY/TEMP	10.340	8.272	82.720	66.176
HOST PERSON	13.015	10.412	104.120	83.296
(6 hour shift)	13.215	10.572	79.290	63.432
USHER	11.725	9.380	93.800	75.040
(6 hour shift)	11.930	9.544	71.580	57.264
HEAD USHER	16.100	12.880	128.800	103.040
(6 hour shift)	16.300	13.040	97.800	78.240
FOUNTAIN/COUNTER	10.584	8.467	84.672	67.738
(6 hour shift)	10.780	8.624	64.680	51.744
CASHIERS-F & B	13.490	10.792	107.920	86.336
(6 hour shift)	13.690	10.952	82.140	65.712
SLOT BOOTH CASHIER	13.253	10.602	106.024	84.819
BUSPERSON (REGULAR)	9.821	7.857	78.568	62.854
(6 hour shift)	9.932	7.946	59.592	47.674

CLASSIFICATION	2003 PER HOUR 100%	2003 PER HOUR 80%	2003 PER DAY 100%	2003 PER DAY 80%
BUSPERSON-SHOWROOM	9.821	7.857	78.568	62.854
(6 hour shift)	9.932	7.946	59.592	47.674
RUNNER	10.065	8.052	80.520	64.416
BARTENDER, TIPPED	13.978	11.182	111.824	89.459
(6 hour shift)	14.180	11.344	85.080	68.064
BARTENDER, NON-TIPPED	14.415	11.532	115.320	92.256
(6 hour shift)	14.620	11.696	87.720	70.176
APPRENTICE BARTENDER	11.546	9.237	92.368	73.894
(6 hour shift)	11.750	9.400	70.500	56.400
BEVERAGE PORTER	12.140	9.712	97.120	77.696
(6 hour shift)	12.335	9.868	74.010	59.208
MINI-BAR ATTENDANT	11.600	9.280	92.800	74.240
ROOM SVC DISPATCHER	13.490	10.792	107.920	86.336
FRONT SVC BAGGAGE HANDLER	11.615	9.292	92.920	74.336
FRONT SVC DISPATCHER	11.600	9.280	92.800	74.240
FRONT SVC DOOR PERSON	10.140	8.112	81.120	64.896
(6 hour shift)	10.340	8.272	62.040	49.632
FRONT SVC BELLPERSON	9.901	7.921	79.208	63.366
(6 hour shift)	10.101	8.081	60.606	48.485
LINEN ATTENDANT	12.759	10.207	102.072	81.658
BANQUET SET-UP PORTER	12.140	9.712	97.120	77.696
LEAD BANQUET SET-UP PORTER	13.140	10.512	105.120	84.096

EXHIBIT 2 - Check-Off Agreement

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

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

PAYROLL DEDUCTION AUTHORIZATION

Date _____

I, the undersigned, hereby request and voluntarily authorize the Employer to deduct from any wages or compensation due me, an amount equal to the regular monthly dues uniformly applicable to members of _____ ("Union") in accordance with the Constitution and Bylaws of the Union.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice to both the Employer and the Union by registered mail during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable check-off from year to year unless revoked as hereinabove provided, irrespective of whether I am a Union member.

Signed _____

Social Security No. _____

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

PAYROLL DEDUCTION AUTHORIZATION

Date _____

I, the undersigned, a member of _____, hereby request and voluntarily authorize the Employer to deduct from any wages or compensation due me, an amount equal to the regular monthly dues uniformly applicable to members of _____ ("Union") in accordance with the Constitution and Bylaws of the Union.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending a written notice to both the Employer and _____, by registered mail during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable Check-Off from year to year unless revoked as herein above provided.

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

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

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

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

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

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

9. The Employer shall remit each month to the designated financial officer of the Union, the amount of deductions made for that particular month, together with a list of employees and their

Social Security numbers, for whom such deductions have been made. The information shall be in computer readable electronic form, in any one of the following media:

1. 3½" diskette in Formatted Text (Space Delimited) format
2. CD ROM in Formatted Text (Space Delimited) format
3. ZIP Disk in Formatted Text (Space Delimited) format
4. Via e-mail transmission; after the Union has demonstrated to the Employer that the proper "PGP" security encryption measures exist in the Union's network

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

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

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

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

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

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

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

EXHIBIT 3 - Waiver of Bargaining Rights and Amendments to Agreement

During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. The Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not (a) such matters are specifically referred to in this Agreement or (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement, except for matters that were not within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. As used in this Exhibit, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate. This agreement contains the entire understanding, undertaking, and agreement of the Company and the Union, after exercise of the right and opportunity referred to in the first sentence of this Exhibit, and finally determines all matters of collective bargaining for its term, except as provided above. It expressly supersedes any past or present practices, policies, understandings, and agreements not specifically provided for and incorporated into this Agreement. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union, or be made by the Employer, in writing, as rules governing employee conduct and the work environment.

EXHIBIT 4 - Room Service Amenities and Their Respective Gratuities

Gratuities

$1.35	1 bottle of champagne & 4 truffles
$1.35	1 bottle of champagne & 4 chocolate covered strawberries
$1.35	2 mini cordials & 3 chocolate truffles
$1.35	1 box of 8 truffles
$1.35	6 chocolate covered strawberries
$1.35	4 bottles of beer & 1 can of mixed nuts
$1.35	1 glass of milk & 12 small cookies
$1.35	Stackable berries
$1.35	Stackable cheese & crackers
$1.35	small fruit basket
$1.35	large fruit basket
$1.35	large fruit basket w/red wine
$3.00	Chinese Amenity/consisting of:
	1 large fruit basket
	Chinese tea set w/hot water boiler
	6 Mountain Valley Water
	6 Cokes
	6 Seven Ups
	1 quart apple juice
	1 quart orange juice
$5.00	Japanese Amenity/consisting of:
	1 large fruit basket
	Japanese tea set-up w/hot water boiler
	6 Cokes
	6 Seven Ups
	12 Miller Lites
	1 Henessey XO Cognac
	1 Royal Salute Scotch
$5.00	Full Bar set-up consisting of:
	1 Jack Daniel's
	1 Absolute
	1 Chivas
	1 Tanqueray
	1 Bacardi
	1 Crown Royal
	1 Remy Martin
	1 Mondavi Chardonnay
	1 Cabernet Sauvignon
	36 Assorted sodas
	6 Heineken
	6 Miller Lite
	1 quart Bloody Mary mix
	6 cans assorted juices

EXHIBIT 5 - Utilization of Banquet "B" List

The Union and the Employer agree to acknowledge "B" list classifications as on - call hired, trained, and maintained by the Employer. The "B" list consists of two groups - "B-1" and "B-2"

- Server "B-1" list employees are those employees who do not have other employment and/or are flexible enough to be scheduled at anytime when requested.
- "B-1" list servers will be limited to no more than twenty (20) employees so as to be able to provide more frequent employment for the "B-1" list employees.
- Refusal to work more than three (3) times in three (3) months without a medical excuse or approval will result in the employee being placed on the "B-2" list.
- "B-1" list employees will be eligible to bid on open "A" list positions. The Employer will consider hire date and job performance of "B-1" list employees before considering "B-2" list employees.
- "B-1" list employees will be scheduled according to seniority.

Should a "B-1" list employee elect to take other employment and not be available for any length of time for this reason, they will be removed from the "B-1" list and placed on the "B-2" list. If in the future they elect to return to the "B-1" list, they will be placed at the bottom of the "B-1" list regardless of the fact they may have an earlier seniority date.

EXHIBIT 6 - Political Action Committee

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

> I hereby authorize the Employer to deduct from my pay the sum of one dollar ($1.00) per month and to forward that amount to the Hotel Employees and Restaurant Employees International Union TIP – "To Insure Progress". This authorization is signed voluntarily and with the understanding that the Hotel Employees and Restaurant Employees International Union TIP – "To Insure Progress" will use this money to make political contributions and expenditures in connection with Federal elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Treasurer, Hotel Employees and Restaurant Employees International Union TIP – "To Insure Progress", 1219 28th Street, N.W., Washington, D.C. 20007, and to the Employer.

The political contribution deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the Hotel Employees and Restaurant Employees International Union TIP – "To Insure Progress", 1219 28th Street, N.W., Washington, D.C. 20007, accompanied by a form stating the name and Social Security number of each employee for whom a deduction has been made, and the amount deducted.

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

Employees will have the opportunity to make contributions under this Exhibit no later than July 1, 1998. Employees who revoke their authorization will not have a subsequent authorization honored by the Employer until the commencement of the following calendar quarter, at the earliest.

Signed_____ Social Security No._____

EXHIBIT 7 – RE: Immigration

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

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

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

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

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

Change of Status/Immigration. On the day an employee becomes a U.S. citizen, the Employer will compensate the employee with a one (1) time paid personal holiday in recognition of his or her citizenship.

SIDE LETTER #1 - Bartenders Training Program

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

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 10th day of February, 2004 in Clark County, State of Nevada.

EMPLOYER – MIRAGE CASINO-HOTEL

BY: _____

ITS: President

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: _____

ITS: President

BY: _____

ITS: Secretary-Treasurer

SIDE LETTER #2 - Front Service Attendant Positions

When openings are available in full-time Front Service Attendant positions, after transfers in accordance with Section 20.04(b), two (2) out of every three (3) such openings shall be offered to regular part-time Front Service Attendants, in accordance with Section 10.02 and every third (3rd) such position shall be offered in order of seniority to regular full-time Baggage Handlers who are qualified for the position. If no Baggage Handler bids, then the position shall be offered to regular part-time Front Service Attendants.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 10th day of February, 2004 in Clark County, State of Nevada.

EMPLOYER – MIRAGE CASINO-HOTEL

BY: _____

ITS: President

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: _____

ITS: President

BY: _____

ITS: Secretary-Treasurer

SIDE LETTER #3 - Leave of Absence – Union Business

The Employer and the Union agree that a leave of absence without pay or benefits shall be granted to not more than two (2) employees per hotel at any one time, but not from any one (1) department for the purpose of accepting employment with the Union, provided that the leave may not exceed six (6) months without the mutual agreement of the Employer, the Union, and the employee. Such leaves shall be subject to the terms and conditions of Article 13 of the contract, except for the prohibition against taking new outside employment.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 10TH day of February 2004 in Clark County, State of Nevada.

EMPLOYER – MIRAGE CASINO-HOTEL

BY: _____

ITS: President

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: _____

ITS: President

BY: _____

ITS: Secretary-Treasurer

SIDE LETTER #4 - Surveillance Tapes

The Union recognized that Employer, upon written request by the Union, will be disclosing to the Union confidential information, including but not limited to surveillance video tapes ("Tape(s)"), which would otherwise not be made available, and which constitutes confidential information belonging to the Employer. The Union agrees to hold all such information in strict confidence and agrees not to communicate or otherwise transmit any such information to others or to use such information for any purpose other than to review the Tape(s) for the sole purpose of resolving a grievance except, however, as may be required by law, or as may be necessary to reveal to a judicial officer. Where at all possible, the tape will be reviewed by the Union at the Employer's place of business.

It is also understood, that the Union will return the Tape(s) to the Employer once the grievance/issue is resolved. Under no circumstances will the Employer release original Tape(s) to the Union. Further, the Union agrees not to copy the Tape(s) provided by Employer without prior written consent of the Employer. The Union will treat the Tape(s) supplied to it by Employer as confidential and shall keep all such Tape(s) in a secured area accessible only to the Union's representatives directly involved with the grievance/issue.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 10TH day of February, 2004 in Clark County, State of Nevada.

EMPLOYER – MIRAGE CASINO-HOTEL

BY: _____

ITS: President

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: _____

ITS: President

BY: _____

ITS: Secretary-Treasurer

SIDE LETTER #5 - 401(k) Plan

Upon receipt of a copy of a current determination letter from the Internal Revenue Service stating that the Union 401(k) Plan meets the requirements for qualification under Section 410(a) of the Internal Revenue Code, the Employer will begin withholding the amount designated as an elective employee contribution to the 401(k) Plan. Such designation must be properly made by an employee on the payroll deduction authorization and contribution election form supplied by the Union 401(k) Plan for this purpose. Neither the Employer nor the Union shall have any obligation to make any contributions to the Union's 401(k) Plan (including non-elective or matching contributions).

The Union shall be responsible for ensuring that the form and operation of the 401(k) Plan comply with the provisions of applicable law (including the Internal Revenue Code and ERISA). The Union's responsibility with respect to the 401(k) Plan shall include ensuring compliance with the fiduciary responsibility and reporting and disclosure provisions of ERISA and the Internal Revenue Code.

The sole involvement of the Employer with the Union 401(k) Plan, and the only obligation of the Employer thereunder, shall be to withhold the designated contributions from employee's wages and transmit such contributions to the Trustees of the 401(k) Plan. The Employer shall not be required to pay, nor shall the Employer have any obligation or responsibility for, any liability, cost or expense relating to the 401(k) Plan.

The Union shall indemnify, defend and save the Employer harmless against any and all actions, suits, investigations, audits, claims, proceedings, liabilities, damages, fees (including counsel fees), taxes (including interest, penalties or additions to tax), expenses, costs or charges which arise out of, or result from, (1) the form or operation of the Union 401(k) Plan, (2) any action against the Employer relating to the Union 401(k) Plan, other than an action relating to the failure of the Employer to properly deduct elective employee contributions or to timely transmit elective employee contributions to the Trustees of the Union 401(k) Plan, or (3) the Employer's reliance on the payroll deduction authorization and contribution election form submitted to the Employer in connection with the Union 401(k) Plan.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 10TH day of February, 2004 in Clark County, State of Nevada.

EMPLOYER - MIRAGE CASINO-HOTEL

BY: _____

ITS: President

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: _____

ITS: President

BY: _____

ITS: Secretary-Treasurer

SIDE LETTER #6 - Vacation Schedule and Pay

The Employer and the Union hereby agree that the terms of Sections 11.03 (Time of Taking Vacation) and 11.04 (Vacation Pay) may be altered as follows:

Time of Taking Vacation - The provisions of this Section shall remain in effect, with the addition, subject to the business needs of the Employer, that employees are permitted to request vacation in one day increments.

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

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 10TH day of February, 2004 in Clark County, State of Nevada.

EMPLOYER – MIRAGE CASINO-HOTEL

BY: _____

ITS: President

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: _____

ITS: President

BY: _____

ITS: Secretary-Treasurer

INTERIM SIDE LETTER OF AGREEMENT #1

Mirage Casino-Hotel (the "Employer") and the Local Joint Executive Board of Las Vegas (the "Union") agree that an employee laid off on or after September 11, 2001 and before May 1, 2002, will experience a break in continuous service, seniority and status as an employee if the employee performs no work for the Employer through December 31, 2002. After December 31, 2002, employees who were laid off on or after September 11, 2001 and before May 1, 2002 and not recalled prior to December 31, 2002, will experience a break in continuous service, seniority and status. This Interim Letter of Agreement does not apply to employees whose jobs were eliminated.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 10th day of February, 2004 in Clark County, State of Nevada.

EMPLOYER – MIRAGE CASINO-HOTEL

BY: _____

ITS: President

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: _____

ITS: President

BY: _____

ITS: Secretary-Treasurer

MEMORANDUM OF AGREEMENT

This Agreement is made and entered into by and between the MIRAGE HOTEL-CASINO (hereinafter called the "Employer"), and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS for and on behalf of the CULINARY WORKERS UNION, LOCAL 226, and BARTENDERS UNION, LOCAL 165 (hereinafter called the "Union"), and is hereby attached to and made a part of the Collective Bargaining Agreement(s) between those parties.

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

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

The Employer will take a neutral approach to unionization of employees employed in classifications listed in Exhibit 1 of the agreements between the parties. Within ten (10) days following receipt of written notice from the Union of its intent to organize employees employed in classifications listed in Exhibit 1 of the agreements between the parties, the Employer will inform such employees that it has no objection to their selection of a collective bargaining agent. The Employer will not take any action nor make any statement that will directly or indirectly state or imply to such employees any opposition by the Employer to the selection by such employees of a collective bargaining agent, or preference for or opposition to any particular union as a bargaining agent.

The Union and its representatives will not coerce or threaten any employee of the Employer in an effort to obtain authorization cards.

Within ten (10) days following receipt of a written request from the Union, the Employer will furnish the Union with the following information with respect to employees of the Employer currently represented by the Union.

(a) Name.
(b) Current Address.
(c) Current Department.
(d) Current Job Classification.
(e) Whether the employee has given formal notice of intent to terminate his/her employment relationship at the Mirage Casino-Hotel Corporation.

Upon request, the Employer will update this information monthly.

The Union may request recognition as the exclusive bargaining agent for the employees in the traditional bargaining unit represented by the Union in the hotel-casino industry in Las Vegas. A disinterested, neutral party mutually satisfactory to the Employer and the Union will be selected to conduct a review of employees authorization cards and membership information submitted by the Union in support of its claim to represent a majority of the employees in the unit. If a majority of employees within the unit has joined the Union or designated it as their exclusive collective bargaining representative, the Employer will recognize the Union as such representative of the employees and will extend to such employees this Collective Bargaining Agreement between the Union and the Employer together with any amendments agreed to by the parties. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this agreement.

During the life of this Agreement, the Union will not engage in picketing or other economic activity at any operation covered by this Section, provided that if the Employer recognizes any union as the exclusive collective bargaining representative of employees in the unit, or any part thereof, traditionally represented by the Union, this paragraph shall terminate immediately and without notice. It is expressly agreed and understood that this Memorandum of Agreement, which shall expire at 12:01 a.m., May 31, 2007, shall be inapplicable to any operation of the Employer in Laughlin, Nevada or elsewhere outside of greater Las Vegas.

The parties agree that any disputes over the interpretation or application of this Section shall be submitted to expedited arbitration in the manner provided in Subparagraph 3(b) of Section 21.03 of the agreements between the parties, with Gerald McKay of Hillsborough, California, or any other person mutually acceptable to the parties, as the arbitrator. If agreement cannot be reached on the selection of an arbitrator, the parties will request that the American Arbitration Association provide them with a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators from which to select the arbitrator in accordance with the Association's standard procedures for expedited hearings. The arbitrator shall have the authority to order the non-compliant party to comply with this Section.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 10th day of February, 2004 in Clark County, State of Nevada.

EMPLOYER – MIRAGE CASINO-HOTEL

BY: _____

ITS: President

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

BY: _____

ITS: President

BY: _____

ITS: Secretary-Treasurer