

COLLECTIVE BARGAINING AGREEMENT

between

**THE MASHANTUCKET PEQUOT GAMING ENTERPRISE,
AN ARM OF THE MASHANTUCKET PEQUOT TRIBAL NATION**

- and -

**INTERNATIONAL UNION, U.A.W., AFL-CIO,
and UAW LOCAL 2121**

[September 1, 2013 through December 31, 2015]

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ARTICLE 1
PREAMBLE

This Agreement is entered into between the Mashantucket Pequot Gaming Enterprise, an arm of the government of the Mashantucket Pequot Tribal Nation (“the Employer”), and the International Union, the UAW and its Local 2121, (“the Union”) pursuant to the laws of the Mashantucket Pequot Tribal Nation (the “Nation” or “MPTN”) and all of the provisions of the agreement of the parties dated October 10, 2008.

ARTICLE 2
UNION RECOGNITION

.01 Pursuant to Tribal Council Resolution TCREX-102808-02 OF 02, the Employer recognizes the Union as the sole and exclusive bargaining representative under tribal law with respect to wages, hours and other terms and conditions of employment for the following Foxwoods employees:

all full-time and regular part-time licensed dealers employed by the Employer at its Connecticut Casino, including poker dealers, table game dealers, and dual rate dealers but excluding all other employees, office clerical employees, and guards, professional employees and supervisors.

.02 "The Employer at its Connecticut Casino" shall mean all casino facilities operated by the Mashantucket Pequot Gaming Enterprise within twenty-five miles of the borders of the Mashantucket Pequot Reservation as defined on the date of this Agreement.

ARTICLE 3
MANAGEMENT RIGHTS

.01 The Employer retains the exclusive right to manage the business, to direct, control and schedule its operations and work force, and to make any and all decisions affecting the business, whether or not specifically mentioned herein or heretofore exercised, subject to the specific limitations of this Agreement. Unless specifically limited by other terms of this Agreement, such rights shall include, but not be limited to, the sole and exclusive right to: hire, promote, layoff, assign, transfer, select and determine the number of its employees, including the number assigned to any particular work; increase or decrease the number of employees assigned to any particular work; determine, increase or decrease the number of employees needed to support the operation; direct and schedule the work force; determine the location and type of operation; determine the methods, procedures, materials and operations to be utilized or to discontinue their performance by employees of the Employer; transfer or relocate any or all of the operations of the business to any location, in whole or in part at any time so long as such transfer or relocation is not done for the purpose of avoiding obligations under this Agreement; schedule operation shutdowns; determine the criteria for particular assignments and positions; assess qualifications of applicants and/or employees for particular assignments and positions; select supervisory employees; train employees; discontinue, reorganize or combine any department or branch of operations with any consequent reduction or other change in the working force; introduce new

and improved methods and/or technology, regardless of whether such may cause a reduction or other change in the work force; determine reasonable work pace, work performance levels and standards of performance of the employees; determine, implement, discontinue or modify methods of security utilized on the premises; continue, modify, or discontinue use of time-clocks or similar monitoring methods; and in all respects carry out, in addition, the ordinary and customary functions of management except as specifically altered or modified by the express terms of this Agreement.

.02 The failure to exercise any of the functions and responsibilities herein reserved, whether or not expressly stated herein, shall not constitute a waiver thereof.

.03 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 all Local officials and representatives, may have an opportunity to become familiar with them. Employees and the Union will be given reasonable advance written notice of changed or new rules and procedures. In addition, the Union will receive fourteen (14) days advance written notice of disciplinary rule changes. Upon the Union's request, the parties shall meet and discuss the same. The Employer may implement the changed disciplinary rules in the event that such discussions have not concluded and/or issues or objections are unresolved. The reasonableness of any rules, regulations and procedures provided for herein, are subject to Article 26 [DISPUTE RESOLUTION].

ARTICLE 4

MASHANTUCKET PEQUOT TRIBAL GAMING COMMISSION; GAMING LICENSES; SUSPENSION, REVOCATION AND TERMINATION

.01 The parties acknowledge that the Mashantucket Pequot Tribal Gaming Commission ("Gaming Commission") is an independent regulatory agency with the authority to license employees and to regulate gaming at Foxwoods Resort Casino and MGM Grand at Foxwoods.

.02 Bargaining unit employees must be licensed by the Mashantucket Pequot Tribal Gaming Commission (MPTGC) pursuant to Title 3 M.P.T.L. Employees may not work on the gaming floor unless authorized and licensed to do so.

.03 Suspension, revocation or termination of an employee's gaming license by the Mashantucket Pequot Tribal Gaming Commission or the Connecticut State Division of Special Revenue shall constitute just cause for discharge. Any such discharge will not be subject to the dispute resolution provisions of this Agreement.

.04 (a) If a suspension, revocation or termination of an employee's license is determined through the appeals process to have been in error, the Employer shall reinstate the employee to his/her former position, shift, and days off without loss of seniority.

(b) If the suspension, revocation or termination described in subparagraph (a), above, is determined through the appeals process to have been a result of an error by the Employer, the Employer shall additionally make the employee whole upon reinstatement.

.05 If an employee's license is suspended, revoked or terminated due to his/her failure to satisfy a condition or obligation of licensure, and the employee cures the problem and has his/her license reinstated within six (6) months, the Employer shall reinstate the employee to his/her position or a comparable position within his/her classification without loss of seniority accrued prior to the suspension, revocation, or termination but shall not be liable for back pay.

.06 An employee reinstated pursuant to Section .04 shall have bumping rights based on seniority. An employee reinstated pursuant to Section .05 shall not have bumping rights but shall be reinstated to any open bargaining unit position for which he or she is qualified. Reinstatement rights cannot and shall not be used to supersede or in any way negate or dilute the obligations under the Mashantucket Pequot Tribal and Native American Preference Law (33 M.P.T.L.)

.07 The parties agree that should the Mashantucket Pequot Gaming Commission or any other competent governmental entity of the Mashantucket Pequot Tribal Nation determine to require fees or other expenses necessary to maintain any license required to be a dealer or dual rate, the Employer will pay such fees or other expenses.

ARTICLE 5

HOURS OF WORK, SHIFTS, DAYS OFF & SCHEDULING

.01 Work Week

The term "work week" shall mean the seven (7) day period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on the following Saturday. The Employer may change the starting and ending point but not the length of the work week with a minimum of three (3) weeks notice to the Union, provided that such change shall not result in any loss of overtime or other pay or benefit to individual bargaining unit members.

All dealers shall be classified as Full-Time or Part-Time. All dual rates shall be Full-Time employees.

Throughout this Agreement wherever either the term "dual rate" or "Assistant Floor Supervisor" is used, it is understood that the terms are synonymous.

a. Full-Time Employees:

1. Full-Time employees shall have a schedule consisting of five (5) consecutive shifts of at least eight (8) hours per work week on the same shift. Nothing in this section shall preclude the Employer from occasionally scheduling a Full-Time

employee for an additional day, consistent with the provisions of Section .15 of this Article.

2. A Full-Time employee who averages less than thirty-two (32) hours per week for six (6) continuous months may be re-classified as a Part-Time employee, provided that the Employer shall notify an employee in writing when he/she has averaged less than thirty-two (32) hours per week for a period of three (3) continuous months. For purposes of this provision, early outs, force-outs, paid time off and unpaid leaves taken pursuant to this Agreement shall be deemed time worked.

b. Regular Part-Time Employees:

1. Regular Part-Time employees shall be scheduled for at least three (3) shifts of at least eight (8) hours per week on the same shift.
2. A Regular Part-Time employee who averages less than twenty (20) hours per week for six (6) continuous months may be re-classified as a “Flexible” Part-Time employee provided that the Employer shall notify an employee in writing when he/she has averaged less than twenty (20) hours per week for a period of three (3) continuous months. For purposes of this provision, early outs, force-outs, unpaid leaves, or paid time off taken pursuant to this Agreement shall be deemed time worked.

c. “Flexible” Part-Time Employees:

1. At the time of hire, Part-Time employees shall be deemed “Flexible” Part-Time employees, without any guaranteed minimum weekly shifts.
2. Flexible Part-Timers shall be offered upgrades in order of seniority, consistent with Article 11 [PROMOTIONS].

.02 Benefit Eligibility

- a. Flexible employees shall be entitled to such benefits as they were entitled to prior to the ratification of this agreement, except as may have been modified herein.
- b. Except as specifically set forth in this Agreement, Regular Part-Time employees shall be eligible for the same benefits as Full- Time employees. They shall be entitled to single coverage under health, dental and vision policies and shall be eligible for family coverage at the applicable buy-up rates provided in Article 44 [HEALTH, DENTAL & VISION INSURANCE].
- c. Any such employee who loses benefit eligibility as described in 01.a.2 or 01.b.2. above, will be ineligible for upgrade for six (6) months.

.03 Qualified Regular Part-Timers shall be scheduled for five (5) shifts weekly before Flexible Part-Timers are scheduled shifts in excess of three (3) weekly.

.04 A Part-Time employee who is regularly scheduled for and works an average of 34 hours or more per week in any continuous six-month period shall be entitled to upgrade to Full-Time status provided that the position must first be offered to any qualified Part-Time employees with greater seniority.

.05 Full-Time Utilization

- a. The Employer will maintain a minimum ratio of Full-Time dealers to all dealers as follows:
 - i. 62.5% of Table Games dealers in the bargaining unit;
 - ii. 47% of Poker dealers..
- b. The following maximum ratios of Flexible Part-Time dealers to all dealers shall be applicable:
 - i. Table Games: 18% of all Table Games dealers in the bargaining unit;
 - ii. Poker: 25%.
- c. The following minimum ratios of dual rates to all dealers and dual rates shall be maintained:
 - i. Table Games: 11.7%.
 - ii. Poker: 6.35%.
- d. The Employer shall not utilize layoffs or furloughs in order to comply with the requirements of this Section.
- e. Temporary employees shall not be included in calculations for the purpose of assessing compliance with the ratio requirements of this Article.
- f. Any new Full-Time and/or Part-Time position(s) created in order to comply with the ratio requirements of this Article shall be offered to existing dealers in order of Gaming Department seniority.

.06 The Employer will provide the Union monthly with the scheduled and worked hours for all Part-Time employees in electronic spreadsheet format.

.07 In light of the agreed upon practice with respect to force-outs, nothing contained in this Article shall be construed as a guarantee of a minimum number of hours of work per day or per week.

.08 Assistant Floor Supervisors

- a. All Assistant Floor Supervisors shall have a schedule consisting of five (5) consecutive shifts of at least eight (8) hours per work week on the same shift. Nothing in this section shall preclude the Employer from occasionally scheduling an Assistant Floor Supervisor for an additional day, consistent with the provisions of Section .14 of this Article.
- b.
 - i. During the term of this Agreement, the Employer shall continue to schedule Assistant Floor Supervisors using the current practice, which shall include Assistant Floor Supervisors being scheduled an average of at least two flooring shifts per week; except that the parties agree that the Employer need not and shall not schedule “phantom” or “fake” (.F) flooring shifts. Consistent with the foregoing, the Employer agrees that flooring shifts shall be scheduled in order of Assistant Floor Supervisor seniority, except as otherwise indicated in paragraph b(ii).
 - ii. Within 30 days of the effective date, the Union may inform management that poker flooring shifts shall be assigned by reverse seniority order.

.09 Shifts and Regular Day Off Assignments

- a. Shifts: All employees shall be assigned to grave, day or swing shift at the time of hire, promotion, transfer or upgrade. Where options are available, the Employer shall make reasonable efforts to accommodate an employee’s shift preference at the time of hire, promotion, transfer or upgrade.
- b. Days Off
 - i. Full time employees shall be assigned two (2) consecutive regular days off. All Full-Time employees shall be assigned to a consecutive Days Off pair within thirty (30) days of hire, promotion, transfer or upgrade. Where options are available, the Employer shall make reasonable efforts to accommodate an employee’s preference at the time of hire, promotion, transfer or upgrade.
 - ii. With approval of the Scheduling office, at an employee’s request, he/she may be assigned non-consecutive days off
 - iii. Weekend Days Off: As of the effective date of this Agreement, a minimum of 27.1% of day-off slots for each classification in the (combined) Table Games sub-departments shall include at least one weekend day and 6.5% shall include both weekend days. Table Games day-off slots on grave shift shall include at least 3 Sat/Sun off slots for dealers, and at least 2 for dual rates. In Poker, a minimum of 28% of day-

off slots for each classification shall include at least one weekend day and 7% shall include both weekend days.

- iv. When a Full-Time employee with one of these day-off pairs leaves, that day off pair shall be bid out based on seniority, absent legitimate operational reasons for not doing so.

.10 Regular Day Off, Shift and Department Transfer Bids

- a. In all cases in which bidding for regular days off, shifts and departmental transfers are to occur under this Article, Gaming Department seniority shall govern for dealers and dual rate seniority shall govern for Assistant Floor Supervisors.
- b. The Employer shall conduct regular day off, shift and departmental transfers to fill vacancies and balance staff in accordance with business needs, using day off, shift, and departmental transfer books maintained in each of the three sub-departments, in a location accessible to employees on all shifts. Regular day off, shift and departmental transfers may be conducted independent of as well as in conjunction with status upgrades and promotions. Employees will be selected to receive a new regular day off, shift or department assignment from the books by seniority.
- c. The Employer will purge the lists during the first week of January each year. No bids shall be done for a two week period following the annual purge, to allow employees an opportunity to re-sign the books. The Employer will post reminders on Vastech, Foxnet and in other customary locations in each sub-department before and immediately following the annual purge, and no less than quarterly throughout the rest of the year, reminding employees to sign the books (and to re-sign following the New Year) if they want to change regular days off, shifts, or departments. On a quarterly basis, the Employer will remove separated employees from the lists. If an employee has put in for more than one shift change, and receives one of his/her choices, his/her other shift change bid will be removed from the book, and he/she will have to re-sign the book if another shift transfer is desired.
- d. Regular day off pairs shall be offered to employees in order of seniority from the regular day off book before vacancies are filled by shift or sub-department transfer..
- e. When the Employer deems it necessary to fill a vacancy, the vacancy shall be filled by the most senior employee who has bid for the position in the shift transfer books. Vacancies shall be filled utilizing the shift transfer books prior to doing upgrades or promotions. Departmental transfers will ordinarily be done separately or after shift transfers, and upgrades and promotions. Departmental transfers are also subject to the provisions of Article 12.

- f. No employee shall be involuntarily displaced from his/her existing shift, department or regular days off as a result of the foregoing procedures..
- g. In the event that significant adverse changes in the Employer's business volume require a shift re-balancing, the Employer will first solicit volunteers by seniority for the necessary changes in shift. If there are insufficient volunteers, involuntary shift displacements may occur by seniority. The precise manner by which seniority will govern in those circumstances shall be subject to the agreement of both parties.
- h. In the event that the Employer believes significant adverse business or operational issues require a more comprehensive re-bid, the Employer shall provide reasonable advance notice (at least 14 days, where practicable) to the Union; and, upon request, the parties shall meet to negotiate regarding the need and the mechanism for conducting such a re-bid. In the event the parties are unable to agree upon the foregoing, they will submit the issue for resolution by expedited arbitration. The Employer will not implement the results of such a re-bid before the issuance of an award or agreement of the parties.

.11 Hardship Transfers

- a. An employee may apply for a temporary hardship shift change for compelling personal or family reasons for a period of up to sixty (60) days which may be extended for one additional sixty (60) day period. Hardship changes shall not be unreasonably withheld.
- b. An employee may apply for a temporary hardship shift change to accommodate dealer school for a period of up to sixty (60) days which may be extended for one additional thirty (30) day period. Hardship changes under this Section shall be granted if another employee in the same category (i.e., dual rate, Full-Time, regular Part-Time, etc.) agrees to swap shifts with the applicant for the duration of the hardship change.

.12 Shift Start times:

- a. The range of shift starting times and assignment of shift starting times shall be in accordance with existing practice.
- b. Full-Time Poker dealers and dual rates shall be assigned start times by Department seniority, with the earliest start times assigned to those with the greatest Department seniority.
- c. Where practicable, the Employer will attempt to accommodate individual requests to remove a late start on the last day of a Full-Time employee's consecutive five (5) day work week, an early start on the first day of his/her consecutive five (5) day work week, or a late start followed on a consecutive day by an early start for

any employee. The parties will confer if there is a pattern of back to back assignments of late starts followed by early starts to an individual employee.

- d. Employees within the same carpool, whose carpool list has been filed with the scheduling office shall be given the same start and end times. They may be assigned any common start and end time on their shift. All members must re-certify that they are in a regular carpool every 6 months.

.13 Schedules

- a. Except in cases of emergency or technical difficulty, weekly schedules of work showing the employee's classification (i.e., dealing or flooring), first and last name, days off, daily starting and finishing times and assigned pit number, shall be electronically posted no later than Friday at 12:01 a.m. each week. Schedules will be posted for the week beginning on the second Sunday following the posting (e.g., the schedule posted Friday, September 4, 2009 would go into effect Sunday, September 13, 2009).
- b. During the first sixty (60) days following execution of this Agreement, the Employer will implement technology to enable employees to remotely access the scheduling system..
- c. Once a schedule has been posted, the Employer shall not change an employee's hours or days of work with less than seventy-two (72) hours notice, except in the event of an emergency, or when the Employer and employee agree to make a schedule change on lesser notice. (Management retains the discretion to approve "manual" changes upon employee request within the seventy-two (72) hours before the scheduled shift.)
- d. The Employer may change an employee's pit assignment without prior notice.
- e. Employees may exchange, pick up, or give away shifts any time up until seventy-two (72) hours before the scheduled start of the shift or day off being exchanged. An employee giving away a shift shall have the option of taking vacation or paid personal time off for the shift given away.
- f. Special Requests: Employees may submit Special Requests for Scheduling accommodations in writing to the Scheduling Department. The Scheduling Department may grant such requests.

.14 Overtime

- a. All hours worked over eight (8) hours in a day or forty (40) hours in one week shall be paid at the over-time rate of one and one-half (1 ½) times the employee's base rate

- b. Overtime shall not be paid under this Section for more than one reason for the same hours worked.
- c. Overtime will be equitably assigned in accord with business needs, and the Employer will take into account compelling personal situations in assigning involuntary overtime.
- d. If there is a pattern of required overtime in a particular sub-department, the parties shall confer on a solution.
- e. During the life of this Agreement, upon request of either party, the parties will meet and confer regarding possible ways to minimize the use of nine (9) hour shifts.
- f. An employee may not be required to work overtime if he/she is a member of a carpool which has been filed with the scheduling office and the overtime would cause a conflict with the schedules of other carpool members.

.15 Early Outs and Force Outs

- a. In the event that the Employer has scheduled employees in excess of what is reasonably required to meet customer demand, the Employer shall release the excess employees as promptly as practicable under the circumstances, according to the procedures laid out in this Section.
- b. For purposes of all leave and benefit accruals, employees who are released early under this Section shall be deemed to have worked their full shift.
- c. Each sub-department shall maintain an Early Out list, on which volunteers shall indicate their desire for early release. Where the remaining employees are qualified to staff the shift, volunteers will be released beginning with the earliest time starts in the following order:
 - 1. Volunteers scheduled for six (6) shifts in the current work week will be released first in order in which they signed the list;
 - 2. Volunteers who have not had a previous Early Out during the same work week will be released in order in which they signed the list; then
 - 3. Volunteers who have had a previous Early Out during the same work week will be released in order in which they signed the list.
- d. If necessary and practicable under the circumstances, after all volunteers on the Early Out list have been exhausted, the Employer shall solicit additional volunteers.

- e. Employees taking a voluntary Early Out or Force Out may at their option use paid vacation or personal time for the remaining hours in the shift.
- f. The Employer shall impose Force Outs only if further reductions are required after all volunteers have been exhausted. Where the remaining employees are qualified to staff the shift, Force Outs shall be selected beginning with the earliest time starts in the following order:
 - 1. any employee currently working overtime hours;
 - 2. Flexible Part-Time employees by reverse Gaming Department seniority, starting with the least senior employee;
 - 3. Regular Part-Time employees by reverse Gaming Department seniority, starting with the least senior employee; then
 - 4. Full-Time employees by reverse Gaming Department seniority, starting with the least senior employee.
- g. No Full-Time employee shall be forced out until all Part-Time employees have been forced out if the remaining employees are qualified to staff the shift.
- h. Unless modified pursuant to the relevant Side Letter between the parties, Poker force-outs shall occur in the following order:
 - 1. All seasonal/temps (if any) will be forced out before any regular dealers.
 - 2. All employees on overtime.
 - 3. By status (i.e., all casuals to be forced out before any regular part-timers and all regular part-timers before any full-timers) and by time start within each status beginning with the earliest time start (i.e., all casuals with 8:00 AM starts, followed by all casuals with 9 AM starts, etc.) and by reverse seniority in the event of a tie.
- i. Poker dealers and Dual Rates who are being forced out of the Poker sub-department, if qualified, shall be given the option of pushing a Table Games dealer to enable any remaining Table Games dealers on the Early Out list to be released.
- j. The parties will confer if there is a pattern of Force Outs.

.16 Suiting Up: Dual rates shall be suited up in order of greatest to least seniority provided they are qualified to meet operational needs. "Extra" dual rates who are suited up to floor shall be paid their flooring rate for time spent unassigned in the Scheduling Office prior to suiting up.

.17 Nothing contained in this Article shall be used to supersede or in any way negate or dilute the obligations under the Mashantucket Pequot Tribal and Native American Preference Law (33 M.P.T.L.)

.18 Table Games Tournament Scheduling: Notwithstanding the provisions of this Article, an employee who works a Table Games tournament will be granted an Early Out at the conclusion of his or her Tournament game.

.19 The parties have a mutual interest in the operations being scheduled efficiently to capture shifting demands in an evolving economic landscape. Accordingly, the parties will regularly meet (at least quarterly unless otherwise by mutual agreement) and confer regarding the impact of Sections .05, .08, and .09 , above, and possible solutions to any operational difficulties created thereby, including without limitation reasonable alternative provisions. If applicable, the Employer will provide examples of operational difficulties created by these sections. The parties will agree upon summary minutes of such meetings within one month after they are held.

.20 Pulling of Regular Days Off

- a. The Employer shall comply with this provision in any case in which it wishes to schedule a full-time employee to work on a regularly scheduled day off in order to meet business needs.
- b. In any such case, the Employer may not substitute the regular day off being pulled with another day off, unless the employee requests a substitution, in accordance with the process laid out in this sub-section. In all other cases, an employee who has a regular day off pulled shall be scheduled for a 6th day.
- c. Before pulling a full-time employee's regular day off and assigning him/her a 6th day, the Employer will first seek qualified volunteers from the 6th Day volunteer list.
- d. The Employer will not pull the regular day off of any full-time dealer unless:
 - i. All qualified part-time employees (excluding those who have signed the guaranteed vacation book) are scheduled to work the shift;
 - ii. All qualified less senior employees with the same regular day off have been scheduled to work the shift (excluding those who have signed the guaranteed vacation book).
- e. Any full-time employee scheduled for a 6th day will be given the option of selecting a second day off (for a total of two) from the pool of available days off as identified by the Employer. Any full-time employee who wants to exercise this option of selecting a second day off will be required to do so by contacting the scheduling office, or in the case of a poker sub-department employee by completing and submitting a time-stamped general purpose form, and making his/her selection within seventy-two (72) hours of the posting of the schedule for any given week. The failure to do so acts as a forfeiture of

this option. In all cases, available days off shall be offered on a first-come, first-serve basis. "Available days off" shall mean any day on which the Employer has another qualified bargaining unit member who is available to be assigned to the 6th shift being declined by the full-time employee.

ARTICLE 6
MEALS AND BREAKS

.01 Except in cases of staffing emergencies that could not reasonably have been anticipated, Dealers shall receive breaks on the following schedule:

Table Games	Twenty (20) minute break after each sixty (60) minutes worked.
MGM	Twenty (20) minute break after each sixty (60) minutes worked.
Stargazer	Thirty (30) minute break after each sixty (60) minutes worked.
Poker	Thirty (30) minute break after each ninety (90) minutes worked.
Dual Rate	Thirty (30) minute break after each ninety (90) to one hundred and twenty (120) minutes worked in a flooring role.

Upon the request of either party, the Employer and the Union shall meet and confer with respect to the implementation of a break schedule for Foxwoods and/or MGM table games dealers of twenty (20) minute breaks every eighty (80) minutes and/or for poker dealers of thirty (30) minute breaks every one hundred and twenty (120) minutes. There shall not be implementation absent agreement of the parties.

.02 Employees with the push break shall be paid for their full shift.

.03 Employees shall be entitled to one (1) meal per shift in the hot food cafeteria section, which may be taken before, after or during the employee's shift.

.04 Bargaining unit employees shall additionally have reasonable access during their shifts to the snack, soup and salad, bread and beverage sections of the cafeteria for food to be consumed in the cafeteria during their break times.

.05 The Employer shall provide a Dealers' Lounge with the following minimum amenities: two (2) refrigerators; one (1) microwave oven; one (1) coffee machine; two (2) snack vending machines; one (1) soda dispenser; one (1) juice dispenser; one (1) water cooler; two (2) televisions; two (2) glass-enclosed bulletin boards; four (4) computers with access to Foxnet; one (1) mirror; and couches, chairs and tables.

.06 The Employer will provide MGM bargaining unit members with a heated, sheltered outdoor smoking area.

ARTICLE 7
TEMPORARY EMPLOYEES

- .01 "Temporary employee" shall refer to an employee hired for a short-term, finite period between May 15 and September 15, or any portion thereof. In the Poker sub-department only, temporary employees shall also mean employees hired for a short, finite period during major poker tournaments, which currently include the Foxwoods Poker Classic, Foxwoods World Poker Finals and Megastack tournaments. The time periods provided herein may be extended by mutual written agreement of the Employer and Union.
- .02
- a. The Employer will provide the Union reasonable advance notice of its intent to utilize temporary employees during the summer months (i.e., May 15 to September 15). Upon request, the Employer will meet and confer with the Union to discuss opportunities to allow Flexible Part-Time and Regular Part-Time employees to pick up additional shifts to meet demands.
 - b. To help minimize the potential need for temporary employees for major poker tournaments, the Employer shall permit employees with professional poker experience to audition to add poker to their licenses as follows. Whenever there are dealers who have requested to remove poker from their licenses, the Employer shall grant a corresponding number of such audition requests (i.e., on a "one for one" basis). Such requests will be granted in order of seniority.
 - c. During any week when temporary employees are scheduled in a sub-department, schedules of non-temporary employees in that sub-department shall not be reduced, and the employer will not schedule any temporary employee more shifts than available part-timers in that subdepartment.
- .03 The Employer shall not utilize any temporary employees unless it has first offered such employment to all bargaining unit employees on layoff status. The recall rights of a laid off employee shall not be affected by his/her decision to accept or decline such temporary employment.
- .04 Temporary employees shall not be covered by the terms of this Agreement, except that they shall be paid the wage rates provided in this Agreement.
- .05 The employer agrees that it will give consideration for temporary employment from May 15 to September 15 to employees who have retired with at least five (5) years of service with the employer.
- .06 In the event that a temporary employee is hired as a regular employee at the end of a period of temporary employment, the period of temporary employment immediately and continuously preceding his/her permanent hire shall count toward the fulfillment of his/her probationary period described in Article 9 and his/her seniority

shall be measured from the date he/she began that most recent period of temporary employment

- .07 When temporary employees are utilized in the Poker sub-department, regular employees will be scheduled for live action before temporary employees.
- .08 Temporary employees shall be forced out before any regular employee on the same shift.
- .09
 - a. Temporary employees shall be scheduled in the Poker sub-department only when all full and part-time poker dealers (excluding employees on time off and full-time dealers on a regular day off) are scheduled to work.
 - b. Temporary employees in all subdepartments shall be blocked from picking up shifts on VASTECH every week between Thursday afternoon and Monday afternoon.

ARTICLE 8
PERFORMANCE OF WORK BY NON-UNIT PERSONNEL

.01 Non-bargaining unit personnel may occasionally perform bargaining unit work on an incidental basis reasonably connected to the proper and orderly conduct of the Employer's business. For example, but not by means of limitation, it is not a violation of this section for non-bargaining unit personnel to deal games as part of Supervisor to Deal Program Table Games Department Guidelines dated April, 2006 or for non-bargaining unit personnel to deal games when necessary to open or continue a game for a reasonable period of time when no qualified bargaining unit member is readily available.

.02 Should the employer offer poker or table games at any facility covered by Article 2.02, the following will apply to that facility:

- a. The new facility will be considered part of the bargaining unit, and the work will be performed by members of the bargaining unit.
- b. Shift assignments and bidding rules applying to the new facilities shall be negotiated by the parties.

ARTICLE 9
PROBATIONARY PERIOD

.01 All employees in the bargaining unit covered by this Agreement who are hired on or after the effective date thereof, shall be subject to a probationary period of ninety (90) calendar days commencing with the first day on which the probationary employee is scheduled to work

for the Employer. Scheduled work days which a probationary employee misses will not be counted when computing the probationary period.

.02 The Employer may in specific individual cases (but not routinely) extend the probationary period for up to sixty (60) days upon written notice to the employee and the Union of the reasons for the extension.

.03 At the end of the probationary period, the employee's seniority date shall date back to his/her most recent date of hire.

.04 At any time during the probationary period, the Employer may discharge probationary employees with or without cause, and the Employer's action with respect thereto shall not be subject to the dispute resolution provisions of this Agreement.

.05 Probationary employees shall not be entitled to any of the fringe benefits set forth in this Agreement during the period of probationary employment. Such probationary employees, however, shall be paid the contractual wage rate for the classification in which they are placed.

.06 Probationary employees may have their shifts, assignments and/or work schedule unilaterally modified by the Employer at any time during the duration of their probationary period.

.07 Employees are subject to employment reference checks and background checks. Employment is contingent upon satisfactory results of these checks.

ARTICLE 10 **SENIORITY**

.01 All employees shall be classified as either Full-Time or Part-Time, in accordance with the definitions in Article 5 [HOURS OF WORK, etc].

.02 "House Seniority" shall be defined as the total length of an employee's continuous service in years, months and days, from the employee's most recent date of hire by the Employer in any position.

.03 "Gaming Department Seniority" shall be defined as the total length of an employee's continuous service in years, months, and days, from the employee's most recent date of hire by the Employer as a dealer or dual rate.

.04 There are three "sub-departments" included within the Gaming Department for purposes of this Agreement: Table Games (which shall be deemed to include all games at Foxwoods Resort Casino except poker); Poker; and MGM.

.05 “Dual Rate Seniority” shall be defined as an employee’s length of continuous service in years, months and days from the employee’s most recent date of hire, promotion or transfer into his/her current classification of dual rate.

.06 All dealers hired from another department of the Employer who are delayed by the Employer from beginning their dealer employment with the rest of their class shall be given a departmental seniority date with the rest of their class.

.07 Seniority shall be broken when the employee quits or resigns or is discharged for just cause. Seniority shall not be broken but shall not continue to accrue during periods of layoff.

.08 Notwithstanding any other provisions of this Agreement, Seniority cannot and shall not be used to supersede or in any way negate or dilute the obligations under the Mashantucket Pequot Tribal and Native American Preference Law (33 M.P.T.L.)

.09 When two or more employees have the same Gaming Department Seniority, the employee with the greater House Seniority shall be deemed the most senior. If two or more employees have the same Gaming Department and House Seniority, the most senior shall be determined by lottery.

ARTICLE 11 **PROMOTIONS**

.01 “Promotion” is defined as movement from dealer to dual-rate. “Status change” or “upgrade” is defined as movement from Part-Time to Full-Time.

.02 Full-Time bargaining unit employees shall be awarded promotional opportunities for which they are qualified before new employees are hired for those positions. Status change will be offered to Part-Time dealers before new Full-Time dealers are hired.

.03 Applicants for promotion may be disqualified from consideration if they have more than three (3) active attendance points or have received a suspension within the twelve (12) months prior to the position posting, or if they have occupied their current position for less than one hundred and eighty (180) days.

.04 The Employer may additionally specify game and experience requirements for promotions and may require a screening interview.

.05 If either party believes that it is necessary to take into account additional qualifications for a promotion or status upgrade, the parties shall meet and confer with respect to that issue. No additional qualifications shall be implemented absent agreement of the parties.

.06 Promotions and status upgrades shall be offered in order of greatest Gaming Department seniority to applicants who meet the above requirements.

.07 Permanent vacancies to be filled by promotion under this Section shall be posted for ten (10) days in locations to which employees have regular access. In a staffing emergency that could not have reasonably been anticipated by the Employer, the posting period may be shortened to five (5) days. The Employer may fill the position on a temporary basis during the posting process in accordance with the provisions of Article 7 [TEMPORARY EMPLOYEES] and Article 60 [STAND-UPS].

.08 An employee promoted or upgraded under this Section who cannot perform satisfactorily the work of the job to which promoted shall be transferred back to his/her former job, shift and station, within thirty (30) shifts worked in the new position after the date of the promotion. If an employee desires voluntarily to return to his/her former job, shift and station, he/she may notify the sub-department head within thirty (30) shifts and the parties shall meet and confer in an effort to accommodate the request.

ARTICLE 12 **TRANSFERS**

.01 “Transfer” shall be defined as a move between sub-departments.

.02 When the Employer determines that there is within the bargaining unit a permanent vacancy, employees in the same job classification who desire to transfer to the vacancy will be transferred on the basis of their gaming department seniority, provided that the senior employee desiring the transfer is qualified to perform the work. The employee shall not be eligible for another transfer under this Article for 180 days.

.03 Applicants for transfer may be disqualified from consideration if they have occupied their current position for less than one hundred and eighty (180) days.

.04 The Employer may additionally specify game and experience requirements for transfers and may require an audition. Any audition required is to be conducted by one person designated by the Employer and one person designated by the Union.

.05 Permanent vacancies to be filled by transfer under this Article shall be posted for ten (10) days in locations to which Employees have regular access. In a staffing emergency that could not have reasonably been anticipated by the Employer, the posting period may be shortened to five (5) days. The Employer may fill the position on a temporary basis during the posting process in accordance with the provisions of Article 7 [TEMPORARY EMPLOYEES] and Article 60 [STAND-UPS].

.06 An employee transferred under this Article who cannot perform satisfactorily the work on the shift or station to which transferred shall be transferred back to his/her former shift and/or station after ten (10) but before thirty (30) shifts worked from the date of transfer. If an employee desires voluntarily to return to his/her former job, shift and station, he/she may notify the sub-department head within thirty (30) shifts and the parties shall meet and confer in an effort to accommodate the request.

ARTICLE 13
LAYOFF

.01 **Notice**

- a. The Employer shall provide the Union with the maximum practicable notice of any layoffs.
- b. With the notice of layoffs, the Employer will provide the Union with a list of all current employees, showing for each his/her Gaming Department seniority date and number and for each dual rate, his/her Dual Rate seniority date and number, and a list of the employees being designated for layoff.
- c. When such notice is provided, at the Union's request, the Employer shall meet and discuss the proposed layoff or reduction. To the extent practicable, the Union will put the Employer on notice of any dispute it has with the selection of employees prior to the effective date of the layoff.
- d. The Employer shall attempt to avoid involuntary layoffs by first seeking volunteers for layoff or transfer (pursuant to Article 12 [TRANSFERS]). The Employer may decline a request for voluntary layoff or transfer based on business needs.

.02 **Order**

- a. Layoffs of dealers shall be effectuated in the following order within each sub-department using Gaming Department seniority provided that the employees not laid off pursuant to such order possess the necessary games on their licenses to carry out the operation:
 - 1. Probationary employees in order of lowest to highest Gaming Department seniority;
 - 2. Non-probationary employees in order of lowest to highest Gaming Department seniority.
- b. Layoffs of dual rates within each sub-department shall be in order of lowest to highest Dual Rate Seniority.
- c. Non-probationary employees designated for layoff shall be offered transfer into an existing vacancy for which they are qualified in the other sub-department.

.03 **Bumping**

- a. Dealers selected for lay off shall have the right to bump the least senior employee in another sub-department with the same status (i.e., Full-Time or Part-Time) (if any) provided that the dealer selected for layoff possesses the necessary games on his or her

license. A Full-Time dealer may also at his/her option bump the least senior Part-Time dealer in his/her own sub-department.

- b. Table games dual rates shall not have the right to bump a poker dual rate and vice versa. Table games dual rates may bump between the Foxwoods and MGM sides (subject to meeting the qualifications set forth in Article 12.04, abiding by the contractual appearance standards and customer service training standards applicable to the particular sub-department). Dual rates may also bump the least senior dealer in their own or another sub department provided that the dual rate dealer selected for layoff possesses the necessary games on his or her license.
- c. Within thirty days after a layoff, the Union shall notify the Employer of an employee's desire to bump pursuant to this section.

.04 Recall

- a. Employees shall be recalled in the reverse order of the above.
- b. An offer of recall shall be made in writing to the Employee and the Union. The Employee shall be deemed to have declined the offer unless he or she sends a written acceptance within ten (10) days of the date of delivery or attempted delivery of the offer letter to the Employee's last known address by U.S.P.S. Delivery Confirmation method..
- c. No new employee shall be hired to a position until after it has first been offered to all employees in layoff status who have the necessary games on their licenses.
- d. Employees shall retain their recall rights for 365 days.

.05 Other work opportunities

- a. At the time of layoff an employee may state his/her availability for other work within the bargaining unit. In order of seniority, employees on layoff status will be offered available shifts before additional employees are hired for temporary work and before employees are scheduled to work more than nine (9) hours a day or five (5) shifts a week on a regular basis.
- b. When an employee has indicated availability for such work, he/she shall not be called for such available work after he/she refuses three (3) offers.
- c. Working or refusing to work shifts offered under this provision shall not impact an employee's recall rights.

.06 Laid off employees are responsible for advising the Employer at the time of layoff of the address and phone number where they can be reached for the purpose of extending recall and other work opportunities and shall be responsible for notifying the Employer of any changes. The Employer shall provide written notice to the last address provided by the employee.

.07 Laid-off employees may participate voluntarily in any Employer-scheduled training program to permit them the opportunity to qualify for a bargaining unit position. The employee shall not be paid for voluntary time spent in this training, nor will the employee have to pay for the training. Notices of said training programs will be sent to the Union at the time it is posted in the workplace.

.08 Nothing in this Article can or shall be used to supersede or in any way negate or dilute the obligations under the Mashantucket Pequot Tribal and Native American Preference Law (33 M.P.T.L.).

ARTICLE 14 **SEVERANCE**

.01 For layoffs of full time and regular Part-Time employees reasonably expected to be of a “permanent” nature, the Employer shall provide severance benefits in accordance with this Article

.02 For employees qualified to receive severance benefits, the Employer will pay the compensation earned through the Severance Date and any accrued Vacation hours.

.03 Laid off employees will retain all earned benefits under the Employer’s 401(k) Plan subject to the terms of the Plan.

.04 The Employer will pay a severance allowance at the qualified employee’s base hourly rate, less all applicable taxes and deductions. Dual rates’ base hourly rate shall be their flooring rate. Employees shall receive two weeks pay for every full year of service in accordance with the Employer's normal payroll process to a maximum of 26 weeks. In the event an employee receives severance pay and is later recalled, the years of service for which the employee was paid severance shall not be credited in the calculation of future severance payments.

.05 A laid off employee’s medical and dental health benefits will continue until the end of the month in which severance payments cease, at which time the employee may elect to continue the coverage by paying the applicable premiums. A laid off employee’s participation in Employer’s 401(k) plan will cease as of the Severance Date.

.06 Earned and unused vacation hours as of the Severance Date will be paid at base rate within two weeks and the employee will not accrue any additional benefits, including vacation time, after the Severance Date.

.07 If during any time that an Employee is receiving a severance allowance, the employee accepts employment with the Mashantucket Pequot Tribal Nation, or any of its related entities, affiliates, divisions, or partnerships, all weekly payments payable hereunder will immediately cease.

ARTICLE 15
NON-DISCRIMINATION

The parties are entirely committed to the principle of Equal Opportunity Employment within the parameters of the law. Employers located on the Reservation of the Nation, including Foxwoods, must comply with, among other laws, the Mashantucket Pequot Tribal and Native American Preference Law, (33 M.P.T.L.) Understanding that tribal law requires certain preferences be given, and in compliance with 20 M.P.T.L., 32 M.P.T.L, 28 M.P.T.L. and any other applicable Tribal statute, neither the Employer nor the Union shall otherwise discriminate against, or in favor of, any employee on account of race, color, religion, national origin, sex, age, veteran's status, disability, sexual orientation, gender expression, or membership or non-membership in the Union.

The Employer and the Union shall reasonably accommodate otherwise qualified employees with disabilities. For purposes of this Agreement, "reasonable accommodation" shall not require the Employer to modify existing job descriptions or work stations or to create new positions, but it shall mean that the Employer must make reasonable efforts based on available positions and work stations.

Claims against the Employer and/or MPTN under this Article shall not be subject to the grievance procedure set forth in this Agreement but may be brought pursuant to tribal law. Where tribal law does not provide a cause of action for discrimination based on the characteristics described above, an affected bargaining unit member shall have standing to bring an individual claim in Tribal Court based on the above contract language.

ARTICLE 16
SEXUAL AND OTHER HARASSMENT

.01 The Employer and the Union are committed to maintaining a work environment free from sexual and/or other harassment, whether by employees, supervisors, managers, vendors, agents or patrons.

.02 Employees shall be governed by the Employer's Sexual and Other Harassment Policy dated June 5, 2006, provided that this policy must be in compliance with the Mashantucket Pequot Civil Rights Code, 20 M.P.T.L.

.03 Sexual harassment prohibited under this Article includes unwelcome sexual advances or physical touching; requests for sexual favors; displaying sexually offensive images or words; patently degrading jokes, slurs or insults; other conduct causing a hostile work environment; or explicitly or implicitly making sexual conduct a condition of employment or employment opportunities.

.04 The Employer shall promptly investigate employee complaints of prohibited harassment and shall advise the complainant of its findings and conclusions. Such complaints shall be handled in a confidential manner.

.05 Any employee, supervisor, manager, vendor, agent or patron found to have engaged in prohibited harassment shall be subject to appropriate action, including, depending on the circumstances, discipline up to and including termination.

.06 Employees shall not experience reprisal for reporting any conduct believed to violate this Article.

.07 Claims alleging sexual harassment shall not be subject to the grievance procedure set forth in this Agreement but may be brought pursuant to tribal law.

.08 A claim alleging Other Harassment may exist when actions, words, jokes, or other comments cause a hostile work environment.

.09 Provided that the affected employee first follows the procedures in the Employer's Sexual and Other Harassment Policy, claims alleging Other Harassment shall be subject to the grievance procedures set forth in this Agreement, except that claims for Other Harassment involving any of the protected characteristics identified in the Non-Discrimination Article must be brought in Tribal Court pursuant to tribal law.

ARTICLE 17 **DRUGS AND ALCOHOL**

The Employer does not, and will not for the life of this Agreement, conduct random drug or alcohol testing on non-probationary bargaining unit employees, unless such testing is consistent with the terms of a Treatment Plan and Recommendation and/or a Return to Work Agreement pursuant to the Employer's Drug Free Workplace Policy.

Otherwise, to the extent consistent with the foregoing, the Employer's Drug Free Workplace Policy (DFWP) effective August 2, 2000 shall apply and be incorporated by reference in this Agreement.

ARTICLE 18 **ATTENDANCE**

.01 Work schedules in each department are designed to ensure guests' needs are met. Frequent lost time from work causes an inconvenience to both guests and co-workers. To ensure departments operate efficiently and effectively, employees are expected to report to work as scheduled.

.02 Employees are responsible for monitoring their use of available approved time off and their point totals.

.03 Punctual attendance for scheduled shifts is expected, however employees may use available sick days and personal days before receiving attendance points consistent with the Lost Time from Work chart below.

Lost Time from Work/Call-Out Infractions	Points
Lateness – Arrival at assigned workstation for the start of shift past scheduled start time. Benefit time cannot be used to cover lost time from work due to lateness. (Late return from scheduled breaks will result in progressive discipline rather than points.)	1/2
Absence – <i>Unscheduled</i> lost time from work regardless of reason. Points will be issued after all Approved Time Off and available sick and personal time has been exhausted (except for holidays or peak periods). Available time will not be used if the total does not add up to the length of the regular scheduled shift. Each separate day of consecutive absence will equal a point. If applicable, available sick and personal time will automatically be paid to cover the absence except for secondary job classifications.	1
No Call/No Show or Call/No Show – Failure to report an absence no later than two hours after the scheduled shift starting time or failure to report after calling in late. <i>Sick or personal time will not be paid in the event of a No Call/No Show or Call/No Show.</i> Points will be applied even if sick or personal time is available. Employees on approved Intermittent Family Medical Leave are required to call out to a single number designated by the Employer.	4
Early out – <i>Unscheduled</i> departure from work before the end of a scheduled shift when department needs require attendance. Points will apply if the employee does not have enough sick or personal time to cover the total amount of lost time from work. Administrative Early Outs granted by management due to slow business periods or for other necessary reasons are considered excused and points will not apply.	1/2
Holiday or Peak Day Absence – <i>Unscheduled</i> absence on a designated Holiday or related Peak Day as defined in Section.14, below. Points will apply even if sick or personal time is available.	1
Pattern Abuse of “Leave Early” Requests -- Three (3) requests by an employee to go home sick on the same day of the week within a 90 day period. This point will apply even if sick or personal time is available for the amount of time lost for work.	1

.04 Vacation time must be scheduled in advance, consistent with Article 27 [VACATION], and cannot be used to cover unscheduled absences, unless otherwise specified in this Agreement.

.05 Doctors’ notes or other documents attesting to reasons for lost time from work will not prevent point accumulation or separation from employment.

.06 A total of eight (8) points within any twelve (12) month period will result in separation from employment.

.07 Upon the issuance of the sixth (6th) point a member of the Department’s Management will meet, as soon as practicable, with the employee to review his/her attendance record and work towards resolving future attendance issues. Employees will be provided with a “six-point notice” in substantially the same form as attached as Appendix [“D”]. As long as notice of the

6th point is timely provided, failure to hold the meeting will not preclude the accrual of additional points for additional lost time, or subsequent discipline and/or termination.

.08 Points shall expire twelve (12) months after the event giving rise to the particular points or partial points.

.09 Employees' attendance records will remain active upon transfer to another department.

.10 Notice

a. The Employer will not unreasonably delay notice to employees of full points charged to them. Employees shall receive an up-to-date written attendance notification of full points charged to them by no later than thirty (30) days after the event resulting in a new point (or points).

b. The Employer will explore the feasibility of giving employees access to a report of their current points via an employee-accessible computer system.

.11 a. Inclement Weather/Limited Emergency Policy: The Employer's Inclement Weather/Limited Emergency Policy effective November 1, 2005 shall apply to all employees and be incorporated by reference in this Agreement. Disputes regarding whether conditions warrant the use of Weather Days shall be resolved in accordance with Article 26 [DISPUTE RESOLUTION].

b. State Emergency: Employees shall be excused from work without points or other penalty on any date on which the State of Connecticut officially closes its highways due to weather or other emergency, or for employees residing in or regularly commuting through Rhode Island or Massachusetts, if either state officially closes its highways due to weather or other emergency, provided that the employee complies with standard departmental call-out procedures. This "State Emergency" provision is not intended to apply automatically in cases of lesser conditions or isolated road closures. Employees may at their option use paid leave (sick, personal or vacation) for such absences.

.12 During severe weather, to the extent reasonably practicable under all circumstances, the Employer shall update its employee weather hotline when conditions are altered, to include information regarding changes such as operational shutdowns, parking lot closures, and suspension of shuttle bus service and permission to park in the garage.

.13 Holidays and Related Peak Days

a. Paid sick and personal days on Holidays and Peak Days are not considered Approved Time Off.

b. Holidays and Peak Days will be scheduled and posted prior to October 1 of each year. The Employer may only designate the following holidays as Peak Days and no more than one Peak Day before or after these holidays:

Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas
New Year's Eve

In the event that New Year's Day falls on a Friday, the Employer may additionally designate Saturday, January 2nd as a Peak Day. The Employer may, in addition, designate only the following days as Peak Days.

Chinese New Year
Veterans' Day

Current military personnel on reserve duty and/or military veterans may elect to use a personal or vacation day for Veterans Day without accruing a point. Prior approval for this day off must be arranged with the employee's department management.

.14 Perfect Attendance Incentive

The existing perfect attendance incentive shall be retained.

ARTICLE 19
OUTSIDE EMPLOYMENT

.01 Employees shall have the right to obtain outside employment, provided that such employment might not reasonably be expected to create a conflict of interest with their employment with the Employer.

.02 Employees may not obtain outside employment that might reasonably be expected to create a conflict of interest with their employment with the Employer without prior written approval. Violations of this Section may subject the employee to discipline, up to and including termination.

.03 Examples of outside employment that might reasonably be expected to create a conflict of interest in violation of this Article include without limitation working for: a Foxwoods "rated player" or other frequent patron, a gaming vendor, a travel agency or junket rep, etc.

.04 Employees who are unsure whether an outside employment opportunity might reasonably be expected to create a conflict of interest with the Employer are encouraged to notify the Employer and obtain written approval in advance.

.05 Outside employment shall not excuse poor job performance, absenteeism, tardiness, or refusal to work overtime.

.06 Full-time employees are not permitted to deal or supervise at another gaming establishment. Part-time and regular part-time dealers may deal (but not supervise) at another gaming establishment, provided that such employment does not otherwise create a conflict of interest pursuant to section 03, above. Employees are required to provide prompt written notice of such employment to Department management.

ARTICLE 20

APPEARANCE STANDARDS

.01 The Employer is committed to promoting its image as a world class resort and gaming destination. Well-groomed employees are a key factor in providing a top quality experience to our guests.

.02 As set forth in Article 38 [UNIFORMS] of this Agreement, the Employer shall provide each employee with uniforms, which the employee is required to wear whenever on duty.

.03 It shall be the responsibility of the employee to ensure uniforms are clean, neatly pressed, and free of rips, tears, stains and in compliance with all departmental standards.

.04 Employees shall be responsible for providing their own trousers or skirts, shoes, and socks and/or hosiery. Slacks/skirts must be black and must be a conservative, dress type. Extreme styles with visible labels, raised seams, color trim, patch pockets, decorative buttons, zippers, closures or very wide legs are not permitted. Skirts that are pleated or flared from the waist are permitted. Full skirts are not permitted. The length of skirts should be no more than 2" below the knee or 2" above the knee. Extremes in length of skirts will not be permitted. Shorts are not permitted.

.05 Employees shall adhere to exceptional standards of personal hygiene, grooming, and appearance, including, but not limited to the following:

- a. Clear eyeglass lenses only. Sunglasses, mirrored glasses or darkly tinted lenses shall not be worn unless part of a departmental approved uniform standard. Verified medical exceptions may be granted.
- b. Cosmetic use is to be in moderation to enhance a natural appearance.
- c. Hose in good condition will be worn with dresses and skirts, socks shall be worn with slacks. Socks must be of matching and appropriate color. Stockings/socks/hose must be black or flesh colored and must be worn at all times. Pattern/textured hose and knee socks are not permitted. Socks are not permitted with skirts/dresses. Socks may not be worn outside or over pant legs.

- d. Shoes should be professional looking, clean, in good condition. Shoes must be black, closed polishable leather-type. If worn, black leather-type sneakers must be without any white or color trim. Hi-top shoes/sneakers/boots may be worn only with pants and be covered by pants.
- e. Identification badge worn on the upper left front side of clothing while working or whenever visible to guests or in public areas of the property.
- f. Men's fingernails must be clean and neatly trimmed to the fingertips, women's within ¼ inch. Women (other than roulette dealers) may wear nail polish that is conservative; fingernail ornaments, charms or nail jewelry may not be worn.
- g. Hair must be clean, neatly trimmed, conservatively styled and colored in a natural shade. Men's hairstyles must be trimmed above the collar. Women's hair must be pulled back away from the face so as not to obscure vision. Women may only wear conservative barrettes/bows in their hair if they compliment the uniform.
- h. Facial hair on men is permitted but limited to a mustache or goatee that connects to the mustache, with the following guidelines; unless based upon cultural, medical or religious necessity (confirmation is required through Employee Relations).
 - Clean shaven or neatly trimmed Goatee and Mustaches, not to exceed ½" beyond the corner of the mouth or exceed ½" in growth.
 - Facial hair must be grown during extended periods away from work and must be fully-grown when reporting back to work.
 - "Fu Manchu" style Mustaches, "Pencil" style Mustaches, "Pencil" Style Goatees, "Soul Patch" style Goatees, "Chin Strap" style Goatees will not be allowed.
- i. Jewelry should be moderate and business-like and may not interfere with work. A maximum of two (2) rings may be worn; one ring on each hand (wedding set considered one). Thumb rings are not permitted. One watch or bracelet per wrist may be worn.
- j. Women are permitted to wear one earring per ear, and they should be conservative in size (i.e., not be larger than a quarter), style, and color to compliment the overall appearance.
- k. Men are not permitted to wear earrings while working.
- l. Except as otherwise consistent with Article 21 [IDENTIFICATION BADGES], only approved uniform attachments such as Employer- issued promotional pins are to be worn, and only worn as directed.
- m. Tattoos and body piercing must not be visible.

- n. Only subtle or delicate fragrances which are not offensive to guests or co-workers may be worn.

ARTICLE 21

IDENTIFICATION BADGES

.01 Identification badges approved by the Gaming Commission must be worn at all times by employees immediately upon entering, remaining on, and while exiting the Employer's property, including all garages, parking lots and busses when reporting to and from work. At the Employer's discretion, the identification badge also may act as a swipe card to track hours worked, use of the cafeteria, use of the coat check, entitlement to employee discounts, and other similar functions.

.02 The identification badge can only be worn in the condition in which it is issued by the Gaming Commission and may not be altered in any way. Unless authorized by the Employer, pins, stickers and other emblems may not be attached to the badge.

.03 Using the badge clip or pulley provided by the Employer, badges are to be worn on the employee's upper left hand side of the employee's clothing. Pins, stickers and other emblems may not be attached to the badge clip. Employees may not use the badge clip to hold additional badges, swipe cards, or other objects unless otherwise authorized by the Employer or this Agreement.

.04 Unless specifically authorized by the Employer, employees shall not wear any additional name tags.

.05 If specifically instructed by the Employer to wear an alternative name tag, the employee shall carry his identification badge on his person at all times.

.06 Employees may not use another employee's identification badge for any purpose including without limitation gaining access to unauthorized areas, swiping in or out, etc. Unauthorized use of an identification badge constitutes just cause for discipline, up to and including termination.

.07 In lieu of the badge clip or pulley identified in Section .03 above, unit employees may wear a union-supplied badge clip or pulley no more than one and one quarter inches (1.25") in diameter which contains nothing other than the UAW logo, the letters "UAW," the words "Local 2121," or other content mutually agreed to by the parties.

.08 In the event the Employer instructs employees to wear an alternative name tag, without a badge or pulley, those employees may wear a pin no more than one and one quarter inches (1.25") in diameter which contains nothing other than the UAW logo, the letters "UAW," the words "Local 2121," or other content mutually agreed to by the parties.

ARTICLE 22

STORAGE

.01 The Employer shall, within six (6) months of the effective date of this Agreement, install lockers to provide clean, secure facilities for dealers to store personal belongings while at work.

.02 After lockers are assigned, dealers may not bring any personal items, including, but not limited to, coats, purses, pouches or packs onto the gaming floor.

.03 While the Employer would like to encourage employees to use the lockers to store all personal items, and not to bring anything up to the gaming floor, employees may carry personal effects such as wallets, keys, throat lozenges, or cell phones, in their pockets, consistent with the limitations set forth as follows:

- a. Pockets are not to be filled to such a degree that they are noticeable to patrons;
- b. All cell phones or mobile devices must be turned off or set to silent mode at all times while employees are in patron areas (i.e., phones or devices may not ring or vibrate or make any noise at all);
- c. Employees are not to remove cell phones from their pockets at any time in patron areas;
- d. Employees must comply with all Employer policies regarding games protection, including that all employees will not put their hands in their pockets at any time without express approval of a supervisor or manager; and
- e. Violations of any of the foregoing will subject employees to discipline pursuant to Article 23 [DISCIPLINARY PROCEDURES].

.04 Until such time as the Employer implements the system contemplated by Sections .01 and .02, above, employees may continue the current practice of using clear plastic packs to neatly store personal items; and, the Employer shall continue to provide clear plastic packs.

.05 The Employer shall continue to meet and confer with bargaining committee members regarding the implementation of Section .01 and .02, and agrees that implementation shall be in accordance with the following:

- There will be enough lockers to accommodate all dealers on overlapping shifts;
- The size of the lockers will be reasonably large enough to store a purse, pouch, pack and/or lunch box (i.e., approximately one cubic foot).
- The lockers will be located in sufficient numbers proximate to each pit to which dealers are assigned.
- A system will be established to identify locks by shift.

.06 The Employer shall continue to provide the existing auto-valet coat system

ARTICLE 23
DISCIPLINARY PROCEDURES

.01 Cause for Discipline or Termination.

- a. No employee, after having completed the probationary period, shall be disciplined and/or terminated without due process pursuant to the Employee Review Code, 8 M.P.T.L., and just cause. Disciplinary actions will be progressive and may include without limitation: written warnings, suspension and termination.
- b. The parties agree that progressive discipline normally requires, prior to suspension or termination, that an employee be given an opportunity to correct the deficiency through the issuance of guidance and/or written warnings, but that within the principle of progressive discipline, certain conduct may warrant immediate suspension or termination when appropriate. This type of conduct includes but is not limited to that set forth in Appendix "A". An employee may contest disciplinary action imposed on him/her through the Dispute Resolution procedures set forth in Article 26 [DISPUTE RESOLUTION].
- c. When an employee who has completed the probationary period is disciplined and/or terminated, the reason therefor will be given to the employee in writing. When an employee is suspended or terminated, copies of the written notice to the employee will be sent to the Union within forty-eight (48) hours of the suspension or termination. Upon request by the Union, legible copies of all documents relevant to discipline or termination shall be provided to the Union.
- d. Any employment action taken as a required result of the loss of a required license or a directive from the Mashantucket Pequot Tribal Gaming Commission shall not be subject to the provisions of this Article, but rather will be subject to the provisions of Article 4 [MASHANTUCKET PEQUOT TRIBAL GAMING COMMISSION; etc.].
- e. Suspensions Pending Investigation (SPI)
 1. The Employer will make best efforts, consistent with operational demands, to have a union steward present when a notice of an SPI is delivered to an employee. The inability of a steward to be present reasonably promptly under the circumstances shall not serve as cause to delay issuance of the notice (but under such circumstances, the Employer will promptly provide a copy of the notice to the Union).

2. Upon receipt of the notice, the employee shall confirm in writing thereupon his current phone number(s), home address and e-mail address; and may select from a list of available dates and times for an investigative interview.

3. An SPI without pay cannot in any case be longer than fourteen (14) calendar days. A SPI without pay cannot be longer than six calendar days from the first date that the employee (and Union, if the employee chooses to be represented) have made themselves available for an investigative interview.

4. If a Suspension Pending Investigation (SPI) results in disciplinary action less than the period of the unpaid suspension, the Employer shall make the employee whole for the balance of unpaid days. During the term of this Agreement, the parties shall meet and confer, upon request, to explore ways to reduce the occurrence and duration of Suspensions Pending Investigation SPIs.

5. An employee may not contest the issuance of a Suspension Pending Investigation (SPI) through the procedures set forth in Article 26 [DISPUTE RESOLUTION], but rather must wait until a final decision is announced in connection therewith.

.02 Warning Notices. Warning notices issued to employees must specify the events or actions for which the warning notice 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 or his/her Steward shall be required to sign such notice for the purposes of acknowledging receipt and may include a rebuttal statement in addition to his or her signature. Copies of all Warning notices issued to employees will be sent to the Union weekly.

.03 Both the Employer and employees will approach the disciplinary process in a professional and respectful manner. No employee will be discharged while on vacation, paid time off or on a leave of absence, any of which is shorter than two (2) weeks.

.04 Disciplinary suspensions, warning notices, written customer complaints, and reports of the Employer's own security force concerning the conduct of an employee shall become null and void twelve (12) months after the date of issuance and may not thereafter be used as a basis for or in support of any subsequent termination or disciplinary action. Nothing contained in this section shall preclude the use of information contained in an employee's personnel file in any administrative or judicial proceeding, including proceedings before a Board of Review.

.05 Upon an employee's request, a Union Steward may be present at an investigatory interview that the employee reasonably believes may lead to discipline; or, at a meeting with management regarding discipline. The Employer shall not require or request an employee to resign, give or sign a statement concerning his/her conduct, unless the employee is first given the opportunity to have a Union Steward present.

.06 When disciplinary suspensions are imposed, the suspension shall begin within five (5) days of the decision to discipline, and shall be for consecutive days.

.07 When the Employer relies upon surveillance tapes to support a disciplinary decision, the Employer will allow the Union to review the relevant tape upon timely request.

ARTICLE 24

INSPECTION OF PERSONS, PREMISES

.01 Any desks, lockers, and other storage facilities provided for the convenience of employees remain the sole property of the Employer. Accordingly, these areas, as well as any articles stored within them, may be inspected by any agent or representative of the Employer at any time. This Article is intended to provide notice as may be required under the Mashantucket Civil Rights Code 20 M.P.T.L. and no additional notice shall be required under this Agreement.

.02 The Employer may inspect any packages, boxes, bags or other belongings entering or leaving the Employer's premises.

.03 Refusal by an employee to submit to or cooperate with the Employer in connection with an inspection described in this Article shall constitute insubordination which may subject the employee to discipline up to and including termination, provided that the Employer has first clearly warned the employee that his/her conduct is insubordinate and that failure to comply or cooperate may result in such discipline and provided that the employee is also permitted on request to have a Union representative present before submitting to a search or inspection.

ARTICLE 25

EMPLOYEE FILES

.01 Personnel, Departmental and Employee Relations files, and their contents, are the property of Foxwoods Resort Casino. Consistent with the provisions of this Article, employees shall have the right to review the contents of their Personnel, Departmental and/or Employee Relations files (including without limitation all attendance, performance, discipline, and pay and benefit records) on break or unpaid time.

a. An employee who wishes to review his or her Personnel, Departmental and/or Employee Relations files may do so up to two times per calendar year. Additional reviews may be provided upon providing written justification of a reasonable need to do so.

b. An employee desiring to review such files should submit a written request form available in Employee Relations.

c. Regarding requests to review Department and/or Employee Relations files, the Employer will make all reasonable efforts to schedule time within 72 hours of the request for the

employee to review the files in the Employer's offices and in the presence of an individual appointed by the Employer. An employee may be accompanied by a witness of his or her choosing.

d. Regarding requests to review Personnel files, the Employer will make all reasonable efforts to schedule time within three (3) days (excluding Saturday and Sunday) of the request for the employee to review the files at the Eagle Park administrative offices in the presence of an individual appointed by the Employer. An employee may be accompanied by a witness of his or her choosing.

.02 An employee may obtain copies of personnel records within a reasonable time upon request. The Employer reserves the right to charge the employee for the reasonable administrative costs of reproducing requested records at a rate of 10 cents per page.

.03 Employees shall be notified any time a disciplinary or performance-related document is placed in their file. Employees may add a rebuttal statement to any disciplinary or performance-related document that has been placed in their file.

.04 An employee's personnel documents shall not be disclosed to any third party, except as may be required by law, requested by law enforcement, or as otherwise authorized by the employee.

ARTICLE 26

DISPUTE RESOLUTION

.01 Under the authority granted by Title 32 M.P.T.L. ch.1, Section 9, the parties agree to the procedure set forth below for binding resolution of contractual disputes, including disputes related to the discipline or discharge of employees (hereinafter referred to as "grievances"):

STEP 1. Any employee or group of employees having a grievance shall present same in writing to the Executive Director of Employee and Labor Relations, together with their Shop Steward, within fifteen (15) days after the employee(s) should reasonably have become aware of the facts or circumstances constituting the grievance. The written grievance shall indicate the nature and basis for the grievance. The Executive Director of Employee and Labor Relations or his designee shall answer the grievance within five (5) days after its presentation.

STEP 2. If the grievance is not satisfactorily adjusted in Step 1, the employee's or employees' and/or the Union may advance the grievance to the appropriate Sub-department Head. The written grievance shall be submitted to the appropriate Sub-department Head within seven (7) days after receipt of the Step 1 denial. Within three (3) days after the submission of the grievance at Step 2, the Union Representative or his or her designee shall meet with the Sub-department Head or his or her designee in an effort to adjust the grievance. The

Employer's Sub-department Head or his or her designee shall answer the grievance in writing within five (5) days of the meeting.

STEP 3. If the grievance is not resolved at Step 2, the Union steward or representative may advance the grievance to the Sr. Vice President of Gaming Operations. The written grievance shall be submitted to the Sr. Vice President of Gaming Operations within three (3) days after receipt of the Step 2 denial. Within seven (7) days after the submission of the grievance at Step 2, the Union Representative or his or her designee shall meet with the Employer's Sr. Vice President of Gaming Operations or his or her designee in an effort to adjust the grievance. The Employer's Sr. Vice President of Gaming Operations or his designee shall answer the grievance in writing within five (5) days of the meeting.

STEP 4. If the grievance is not satisfactorily adjusted in Step 3, the Union may submit the matter to arbitration as set forth in Section .05 below, provided, however, that for cases involving a suspension or discharge, the employee shall have the right to elect whether to request that the Union proceed under the procedures set forth in Section 05, or, alternatively, elect to proceed under the Board of Review and Title 8 M.P.T.L. If an employee elects to proceed under the Board of Review and Title 8 M.P.T.L., the Union shall have the right to participate in the proceeding. If the Union does not choose to participate, determinations will not be considered precedential under this Agreement. The Union's demand for arbitration shall be made within thirty (30) days of the date of receipt of the Employer's written Step 3 answer.

At the Union's option, a grievant shall be permitted to attend any grievance meeting or proceeding attended by a Union representative pursuant to this Article.

.02 The Union shall at its option begin a grievance concerning a suspension or discharge at Step 3 of the Dispute Resolution Procedure.

.03 The Union shall at its option begin a grievance affecting the Union or a class of employees at Step 3 of the Dispute Resolution Procedure. Management grievances against the Union may begin at Step 3, and, if not resolved, may proceed to arbitration under the procedures set forth in Section .05 below.

.04 The time periods and limits provided herein shall not include contractual holidays. Such time periods may be extended only by the mutual agreement, in writing, of the Employer and the Union. The failure of the Employer to so respond or meet within the foregoing time limits shall not constitute or be deemed to constitute an acceptance of the grievance or acquiescence thereto. In such cases, the Union may simply proceed to the next step in the Dispute Resolution Procedure.

.05 If arbitration is commenced pursuant to Step 4 in Section 01, the following procedures shall apply:

- a. An arbitrator shall be selected from the following panel: Roberta Golick, Richard Boulanger, Elliott Shriftman, Steven O'Bierne, Richard Adelman, Susan Meredith and Sheila Cole. This panel may be augmented upon the mutual agreement of the parties. Selection of an Arbitrator to hear a particular case shall be made from the panel on a strike-through basis. The parties in turn shall have the right to strike a name from the panel until only one name remains. The right to strike the first name from the panel shall be alternated between the parties on a case-by-case basis. If the Arbitrator selected by the foregoing method is unavailable to hear the case within ninety (90) days, the parties shall immediately confer upon the mutual selection of a replacement from the panel. Absent agreement within one week, the parties shall select the arbitrator with the first available date thirty (30) days or more from the date of the selection conference.
- b. Within a reasonable time after a panel Arbitrator's third award, either party may remove the Arbitrator from the panel. If a panel Arbitrator is removed, the parties will agree on a replacement Arbitrator for the panel.
- c. Nothing in these procedures shall preclude the parties from mutually agreeing on an Arbitrator to hear and decide a particular case.
- d. Within sixty (60) days after the execution of this Agreement, the parties will agree upon procedures for arbitration that shall govern arbitrations under this Article. Until such agreement upon procedures, the Arbitrator in any particular case shall have the authority to set reasonable procedures for the conduct of the arbitration, *provided* that they are consistent with this Article, including the remainder of this Section. Any arbitration under this Article involving a suspension of five or more days or discharge shall provide protection for due process rights of employees equal to or greater than the protections provided under Title 8, M.P.T.L., and, in such cases, any of the agreed-upon procedures that conflict with the requirements of Title 8, M.P.T.L. will not apply.
- e. The Arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties.
- f. An Arbitrator does not have the authority to and shall not interpret Mashantucket Pequot Tribal law. In the event that a question concerning the interpretation of Mashantucket Pequot Tribal law arises during Arbitration proceedings, the parties may jointly request that the Arbitrator make application to the Mashantucket Pequot Tribal Court for advice on any question of Mashantucket Pequot Tribal law. Upon such a request, the Arbitrator shall seek the advice from the Mashantucket Pequot Tribal Court. Absent a request from either party, the Arbitrator may on his/her own application seek advice on any question of Tribal law if necessary to decide an issue in the Arbitration. The advice of the Mashantucket Pequot Tribal Court shall be final and binding on the Arbitrator.

- g. Should an award enforce or interpret a provision of the agreement conflicting with Tribal Law, the Mashantucket Pequot Tribal Court may vacate the award, and the provisions of Article 50 [GOVERNING LAW AND SAVINGS CLAUSE] shall apply. Should an award enforce valid provisions of the agreement, but order a remedy which conflicts with Tribal Law, the Tribal Court may return the matter to the arbitrator with directions to craft a remedy consistent with Tribal Law. If the Arbitrator is unable to craft such a remedy, then provisions of Article 50 [GOVERNING LAW AND SAVINGS CLAUSE] shall apply.
- h. To the extent that either party seeks to enforce the Arbitrator’s decision, it must be enforced pursuant to Tribal law in the Mashantucket Pequot Tribal Court, and both parties agree to the jurisdiction of the Mashantucket Pequot Tribal Court for these purposes.
- i. Each party shall pay any compensation and expenses relating to its own witnesses or representatives. The parties shall share equally the fees and expenses of the Arbitrator.
- j. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic costs.
- k. The Arbitrator shall have no authority or power to add to, delete from, disregard or alter any of the provisions of this Agreement or supplements or addenda made a part hereof.

ARTICLE 27
VACATION

.01 Eligible employees shall accrue paid vacation leave based on years of service.

.02 Full-Time employees shall accrue paid vacation leave on the following schedule:

Less than 1 year	1 week
After 1 service year	2 weeks
After 5 service years	3 weeks
After 10 service years	4 weeks

.03 Accrual.

- a. Vacation hours are accrued monthly and fully earned each anniversary year.

b. Entitlement to Full-Time vacation accrual each month shall be based on the employee's status as of the end of that month, in accordance with Section .01 of Article 5 [HOURS OF WORK].

.04 Regular and Flexible Part-Time employees shall accrue paid vacation leave monthly on a pro-rata basis up to a maximum of 60% of the total possible accrual based on 2,080 hours worked per year.

.05 Employees shall accrue vacation as if working during paid vacation, sick and personal leave and other paid time off, and for hours scheduled but not worked in accordance with Article 5.16 [HOURS OF WORK: Early Outs and Force Outs]

.06 Employees may not use vacation hours for regularly scheduled days off.

.07 Dealers shall be paid for vacation leave at base rate. For eligible employees who have been continuously employed for 12 months, the employer will also pay a vacation toke subsidy of one-half (½) of the average hourly toke rate for the preceding fiscal year.

.08 Vacation shall be paid to dual rates at their flooring rate.

.09 Accrued vacation hours may be taken after 6 months of employment pursuant to the scheduling rules set forth herein.

.10 Scheduling. The following procedures shall apply to the scheduling of vacations:

a. Except where specified elsewhere in this Agreement, vacation leave must be approved in advance, following submission by the employee of either a Guaranteed or Special Vacation request.

b. Guaranteed Vacation

i. Each sub-department shall maintain a Guaranteed Days book and Guaranteed Weeks book, with slots categorized by shift and classification, excluding Holidays and Related Peak Days as defined by this Agreement.

ii. Employees shall make Guaranteed Vacation requests in person at their respective sub-department's Dealer Coordinator's desk on a first-come first-serve basis.

iii. Requests must be entered by no later than three (3) full workweeks before the date(s) requested.

iv. Employees shall be personally responsible for ensuring that they have sufficient hours to cover the requested vacation. If an employee's vacation exceeds his/her accrued vacation and/or personal hours, he/she will be subject

to progressive discipline. Any partial days, i.e., unused hours, shall be retained by the employee for future use.

- v. Employees who sign up for vacation in the Guaranteed Days or Weeks Book shall be guaranteed the requested vacation leave, provided that they have sufficient accrued hours at the time of the vacation.
- vi. Guaranteed vacation weeks may be taken for the workweek beginning on Sunday and ending on Saturday or beginning on and ending on an employee's regular day off.
- vii. Employees are entitled to the following guaranteed vacation subject to availability:
 - 1. Up to four (4) Guaranteed Days on weekends per year.
 - 2. a. Mid-September through May: Maximum of three (3) Guaranteed Days on midweek days per week
b. Memorial Day through Labor Day: Maximum of one (1) Guaranteed Day on a midweek day per week.
 - 3. Consecutive weeks: no more than two (2) consecutive weeks, once per calendar year.
 - 4. Summer weeks: current practice shall continue unless modified by mutual agreement
 - 5. Guaranteed Days and Weeks which become available due to cancellation or separation, shall be re-offered, to the extent practicable, on a first-come first serve basis.
 - 6. Employees must submit a written Cancellation Form for cancellation of any guaranteed vacation no later than three (3) weeks in advance of the guaranteed date(s), except in extraordinary circumstances not within the employee's control.

c. Special requests

- i. Employees may also request vacation leave via special request by completing a Special Request form for each day off requested.
- ii. Employees may submit Special Requests for approval of paid vacation or personal time, or a change of regular days off for one week only. The Scheduling Department may grant such requests.

- iii. Where Scheduling is unable to accommodate multiple requests for the same date, requests will be granted on a first-come first-serve basis. Starting six (6) months after the effective date of this Agreement, the following shall apply: Where Scheduling is unable to accommodate multiple requests for the same date, requests for accrued time will be granted first on a first-come, first-serve basis. If additional requests (e.g., RDO switches, etc.) can be granted, they will then be granted on a first-come first-serve basis.
- iv. Special Requests must be submitted by no later than three (3) weeks prior to the requested date(s) off.
- v. The Employer may grant requests made less than three (3) weeks prior to the date(s) requested in emergency circumstances. Such requests shall not be unreasonably denied. The Employer may require an employee to provide documentation of the emergency circumstances.
- d. Approved vacation shall transfer with an employee who has been promoted or transferred between sub-departments or shifts.
- e. The parties acknowledge the Employer's desire to negotiate changes to the foregoing vacation scheduling rules which will seek to accommodate the Employer's interests in maximizing employee presence during peak summer periods, and the employees' interest in being able to take vacations during the Summer. In furtherance of these efforts, within thirty (30) days after the effective date of this Agreement, the parties agree to meet and negotiate in good faith regarding this issue.

.11 Carryover and payout

- a. Employees shall be allowed to carry over their annual accrual based on length of service plus forty (40) hours of excess accrued vacation time on their hire date anniversary. Additional unused excess accrued vacation time will be paid out up to forty (40) hours. Any additional unused excess accrued vacation time shall be forfeited.
- b. Vacation hours are not counted as time worked for the purpose of calculating overtime.
- c. Vacation pay will be included in the next regularly scheduled paycheck for the pay period in which the vacation is taken
- d. Accrued vacation will be paid out at the employee's base rate upon termination of employment provided an employee has completed 6 months of service, and in the event of a resignation, has complied with Article 54 [SEPARATION FROM EMPLOYMENT].

- e. If an employee must forfeit accrued vacation time due to the rejection of numerous vacation requests throughout the year, upon request, the parties will meet and confer upon the issue.

ARTICLE 28
SICK LEAVE

.01 Full-Time employees shall accrue paid sick leave based upon status. Regular Part-Time employees shall accrue paid sick leave on a pro-rata basis, based upon their scheduled hours. Flexible Part-Time employees shall accrue paid sick leave on a pro-rata basis, based upon their scheduled hours.

.02 Employees will accrue sick leave hours when they use sick leave and vacation during an approved Leave

.03 Employees will not accrue sick hours as part of an approved unpaid leave of absence.

.04 Amounts

Eligible employees accrue sick leave on the following schedule:

- a. Full-Time employees shall accrue paid sick leave at the rate of four (4) hours per service month.
- b. The maximum number of hours a Part-Time employee may earn in one year shall be forty-eight (48).

.05 Carry Over and Pay Out Options

- a. At the end of each calendar year, Full-Time employees may elect to either carry over all accrued, unused sick leave benefit hours into the next year or upon written request receive payment for up to 48 hours of accrued, unused sick leave benefit hours. The maximum Sick leave Benefit carry-over shall be no more than forty five (45) days.
- b. Payment of unused Sick Leave Benefit hours will not be made upon separation from employment.

.06 Sick leave shall be paid to dual rates at their flooring rate.

.07 Sick leave shall be paid to dealers at their base rate.

.08 Paid Sick Leave Donations

- a. Any employee shall be permitted to donate accrued, unused sick leave to another employee who is absent from work on an approved Family Medical Leave,

Intermittent Family Medical Leave, or Medical Leave and has used all his or her available paid sick, vacation and personal time.

- b. Donor employees must reserve for their own use a minimum of forty (40) hours of sick leave, but otherwise may donate any amount greater than twenty-four (24) hours and no more than eighty (80) hours.
- c. Donated sick leave shall be paid out to the recipient at the recipient's regular rate of sick leave pay.
- d. Once made, donations of sick leave may not be revoked.
- e. Sick leave donations are for the purpose of providing supplemental compensation to employees on approved FML or medical leave, and do not in any way extend the recipient's Leave time.

ARTICLE 29
PERSONAL DAYS

.01 Full-Time employees are eligible to receive one (1) personal day effective the first Sunday in January and one (1) personal day effective the first Sunday in July provided they have completed 90-days of employment prior to each date.

.02 Regular Part-Time employees are eligible to receive one (1) personal day effective the first Sunday in January provided they have completed 90-days of employment.

.03 Flexible Part-Time employees are eligible, beginning with calendar year 2013, to receive one (1) personal day effective the first Sunday in January provided they have completed one year of employment.

.04 Personal days must be used within fifty-two (52) pay weeks from the date they accrue. There shall be no carryover of personal days, and there shall be no payment for unused personal days at the end of said fifty-two (52) weeks.

.05 Personal days shall be paid to dealers at their base rate. Personal days shall be paid to Dual Rates paid at their flooring rate.

ARTICLE 30
HOLIDAYS

.01 Eligible employees shall receive the following paid holidays:

New Years Day
Martin Luther King, Jr. Day
Native American Day

Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

.02 Holiday Pay

- a. Holiday pay for eligible dealers shall be eight (8) hours pay at their regular base pay rate.
- b. For dual rates the holiday pay rate shall be eight (8) hours pay at their flooring rate.

.03 All employees who work on the foregoing holidays shall receive holiday premium pay in the amount of one and a half (1½) times their regular base pay rate for all hours worked on a holiday.

.04 An employee who is scheduled to work on a Holiday, but fails to report to work will not receive Holiday Pay unless the Employer authorizes the absence as provided in Article 18 [ATTENDANCE].

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

.06 Employees shall receive Holiday Pay for holidays coinciding with vacation leave.

.07 To receive holiday pay, eligible employees are required to work Peak Days as set forth in Article 18 [ATTENDANCE] unless the Employer authorized the absence for extremely compelling circumstances beyond an employee's control (not ordinary illness).

.08 Within its business needs as determined by the Employer, the Employer will maximize time off opportunities for Full-Time employees on Memorial Day, Independence Day, Labor Day and Christmas Day.

.09 Holidays Off

- a. The Employer shall maintain separate Holiday Books for dealers and dual rates in each sub-department in which employees may submit their requests for holidays off. The Books shall be put out at least six (6) weeks prior to each holiday, and shall be closed three (3) weeks prior to that holiday.
- b. Full-Time employees shall be awarded holidays off in the following order:
 1. Employees with fewer than three (3) attendance points in order of:

- A. Those who have not had a previous holiday day off during the same calendar year, from greatest to least seniority;
 - B. Those who have had a previous holiday off during the same calendar year, from greatest to least seniority.
2. Employees with three (3) or more attendance points who have not had another holiday day off during the same calendar year, in order of greatest to least seniority.
- c. No one can be scheduled to work on a holiday that coincides with his/her regular day off unless:
- 1. No employee in the same classification received the day off;
 - 2. No Part-Time employees were given the day off.
- d. Ten percent (10%) of the total holiday day off slots shall be set aside for Part-Time employees and shall be awarded in the same order as set forth above for Full-Time dealers.

ARTICLE 31
BEREAVEMENT

.01 In the event of death in the immediate family, Full-Time and Regular Part-Time employees shall be granted bereavement leave with pay in order to arrange for and attend the funeral. This benefit is available as of the date of hire.

.02 “Immediate family” is defined as the employee’s spouse, or companion or mate living in the same household; and the employee’s or spouse’s, companion’s or mate’s parent, child, sibling, grandparent, grandchild, son-in-law, daughter-in-law, or step or foster child, parent, or sibling.

.03 Employees may be requested to furnish proof of death and/or relationship of deceased.

.04 Up to four (4) days paid bereavement leave will be provided to eligible employees.

.05 Depending on all the circumstances, including the needs of the business operation, eligible employees may be granted additional, unpaid leave due to death in the “immediate family.” Such an extension shall not be unreasonably withheld.

.06 Flexible Part-Time employees shall be granted up to four (4) days of unpaid bereavement leave in order to arrange for and attend the funeral of an immediate family member This benefit

is available as of the date of hire. Flexible Part-Time employees may, at their option, use accrued vacation or sick leave during any approved bereavement leave.

.07 Bereavement pay shall be paid at an employee's regular rate of pay

- a. A dealer's regular rate of pay shall be his or her base rate.
- b. A dual rate's regular rate of pay shall be his or her flooring rate.

.08 Eligible dealers shall be entitled to use earned Vacation (including payment of Vacation Toke Subsidy) to supplement Bereavement pay during any period of approved Bereavement Leave.

ARTICLE 32 **JURY/WITNESS LEAVE**

.01 Eligible employees who are summoned to jury duty, will receive their regular pay for the active period of jury duty.

- a. A dealer's regular rate of pay shall be his or her base rate.
- b. A dual rate's regular rate of pay shall be his or her flooring rate.

.02 Employees shall be excused without loss of pay for attendance at any court or administrative proceeding, deposition or arbitration under a summons or subpoena from the Employer.

- a. Dealers shall receive base pay plus toke equivalent; dual rates shall receive their flooring rate.
- b. Time spent at any proceeding under a summons or subpoena by the Employer shall be treated as work time for purposes of calculating overtime pay.

.03 To qualify for jury duty, employees must submit to their supervisors a copy of the summons to serve as soon as it is received. In addition, proof of service must be submitted to their supervisors when the period of jury duty is completed

.04 The Employer will make no attempt to have service on a jury postponed except when business conditions necessitate such action.

.05 Grave and swing shift employees may take off either the night before or the night of their attendance with regular pay.

ARTICLE 33
MILITARY LEAVE

.01 Uniformed services include the U.S. Armed Forces, Public Health Service commissioned corps, National Guard, and the reservist components of those services.

.02 All employees, except those occupying a temporary position are eligible for Military Leave upon their date of hire.

.03 An eligible employee may take a leave equal to the required period of time for scheduled drills or training or the period required for drills, training or active duty in any of the uniformed services.

.04 The employee will receive the difference between regular and military pay for up to six (6) months for Military Leave and service during national security related situations, domestic emergencies and war. Employees will be asked to submit a copy of their military pay grade. In the case of dealers, regular pay shall be defined as base rate plus token equivalent.

.05 Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be offered until thirty (30) days after Military Leave begins. At that time, employees will become responsible for the full cost of these benefits if they wish coverage to continue. When the employee returns from Military Leave, benefits will again be provided.

.06 Employees shall continue to accrue seniority, vacation and sick leave during military service.

.07 Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time.

.08 Employees shall be reinstated to their former position and status upon return from military service. If no vacancy exists, returning employees may bump the least senior person in their status, classification and sub-department. Upon return, they will be treated as if they were continuously employed for purposes of determining any rights or benefits based on length of service.

.09 Employees who are on Military Leave are not required to substitute their paid leave (i.e., vacation, sick, and personal holidays) as part of the leave. However, at the request of the employee, the employee may be paid for any outstanding paid leave at the time his/her Military Leave begins.

.10 Employees must give written advance notice (if possible) when requesting a Military Leave. Additionally, it is requested that employees planning to return to work notify their department two weeks prior to returning to work.

ARTICLE 34
UNION LEAVE

.01 The Employer shall grant a renewable unpaid leave of absence for the period of their term of office for up to four (4) elected officials of the Local Union.

.02 Union officials on leave under this Article shall be allowed to maintain coverage under all Employer-provided benefit programs, with the costs to be paid by the Union.

.03 Additional days of unpaid leave for union business shall not be unreasonably withheld.

.04 Employees on leaves provided under this Article shall continue to accrue seniority while on leave and at the end of their leave shall be returned to their regular job, sub-department classification, shift and schedule.

ARTICLE 35
MEDICAL LEAVE

.01 Definitions

- a. Family Medical Leave—Approved time off from work for the following occurrences:
1. The birth of a child and/or in order to care for a newborn child of the employee.
 2. The placement with an employee of a child for adoption or foster care.
 3. To care for the employee's spouse, child, or parent with a serious health condition.
 4. The serious health condition of the employee that makes the employee unable to perform the functions of the employee's job.
 5. Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter or parent of the employee is on active duty (or has been notified of an impending call or order to active duty).
 6. To care for the employee's spouse, or son, daughter, parent, or next of kin of the employee who is a member of the Armed Forces who has suffered a serious illness or injury in the line of duty while on active duty that may render the

member medically unable to perform the duties of their office, grade, rank or rating.

- b. Continuous Leave—Leave taken in larger blocks of time for consecutive days.
- c. Reduced work schedule—A change in the employee's schedule for a period of time.

.02 Intermittent Leave

- a. Intermittent Leave is taken in separate blocks of time (not to exceed ten (10) consecutive calendar days) due to a single illness or injury.
- b. Whenever practicable, employees shall provide at least 72 hours advance notice of their need to use Intermittent Leave time.
- c. Intermittent leave after the birth or placement of a child is only upon agreement of the employee's sub-department.

.03 Service Requirements

Employees may take Family Medical Leave provided they have at least twelve (12) months of employment with the Employer and have worked at least 1,250 hours in the twelve (12) months preceding the beginning of the leave.

.04 FML Entitlement:

- a. Any combination of Family Medical Leave, continuous and/or intermittent cannot exceed twelve (12) weeks in a twelve (12) month period, measured forward from the date the employee's Family Medical Leave begins.
- b. Intermittent leave will be pro-rated based on actual hours worked.

.05 An eligible employee who is the spouse, son, daughter, parent or next of kin of a service member who incurred a serious illness or injury on active duty in the Armed Forces shall be entitled to a total of twenty-six (26) workweeks of unpaid leave during a twelve (12) month period to care for the service member. Leave to care for an injury service member when combined with other qualifying family medical leaves may not exceed twenty-six (26) weeks and shall only be available during a single twelve (12) month period.

.06 Medical Leave, Extended Medical Leave

- a. All eligible employees who have completed six (6) months and less than one (1) year of service will be eligible for up to four (4) weeks of continuous leave for their own serious medical condition.

- b. All eligible employees with more than one (1) year of service who do not meet eligibility for Family Medical Leave will be eligible for twelve (12) weeks Medical Leave for their own serious medical condition.
- c. Employees' own health condition: All eligible employees with three (3) years of service or more who have exhausted all Family Medical Leave or an initial twelve (12) weeks of Medical Leave will be eligible for up to an additional forty (40) weeks of Extended Medical Leave for their own serious non-work-related health condition.
- d. Leave for Work-related Illness/Injury:
 - (1) An employee who sustains a compensable work-related injury or illness shall be eligible for up to fifty-two (52) weeks of Workers Compensation Leave. Absent compelling circumstances as referenced in 35.06(e), leave for work-related illness/injury will not exceed fifty-two weeks in a two year period for any one (1) work-related injury or illness. An employee must exhaust any Family Medical Leave, and/or Medical Leave to which he or she is eligible under the circumstances, and the remaining time up to the fifty-two week limit will be designated as Workers Compensation Leave. During this leave, employees with modified work capacities are subject to work assignments through the Risk Management Light Duty Program. If at the end of the approved leave period, absent compelling circumstances as referenced in 35.06(e), the employee is medically unable to return to his/her same or equivalent position, the employee will be separated from employment in accordance with the Attendance Standards Policy, subject to the recall rights provided in 35.07.
 - (2) The parties recognize that it is in their mutual interest to attempt to minimize where possible the duration of the treatment approval process in connection with Workers Compensation cases.
 - (a) The parties agree to work together to provide employees information about their rights and responsibilities under the Workers Compensation system that might serve to minimize delays.
 - (b) The Employer shall provide to each employee reporting a work related injury a copy of the form (substantially the same as that attached as Appendix "F"), which informs the employee of his or her right to an extension of medical leave under this paragraph, and responsibility to inform the Employer when the approval of requested treatment takes more than a month.
 - (c) The Employer will retain a copy of such form initialed by the employee to acknowledge receipt, and will promptly forward a copy of that to the Union.

(3) Subject to the limitations set forth herein, the time by which the approval of treatment exceeds two weeks from the time it is requested by the employee's treating physician shall not count towards exhausting that employee's medical leave for work-connected injuries. Any extension of medical leave under this provision shall be reduced by:

- (a) the amount of time that the carrier is delayed in determining the appropriateness of a requested treatment because of a delay by the employee, his or her treater or his or her attorney, in providing information reasonably requested by the carrier in order for it to make its appropriateness determination; and
- (b) any delay beyond 15 days in the employee carrying out his or her obligation (as per Section 2.b., above) to inform the employer that the treatment approval process has taken over a month. (This reduction in the extension of medical leave shall not occur if the Employer has not met its obligation to provide a copy of Appendix "F" to the employee and promptly forward a signed copy to the Union).

(4) The Union will provide the Employer with the maximum advance notice practicable, prior to the expiration of a work related medical leave, of the amount of time, if any, which the Union believes the expiration of the leave should be extended under this provision.

- e. Under compelling circumstances, the Employer may grant additional Extended Medical Leave upon request.
- f. Absent compelling circumstances as referenced in 35.06(e), total Extended Medical Leave time in a two (2) year period measured forward from the date of the employee's prior Medical Leave cannot exceed his/her entitlement as set forth in paragraph (c), above.
- g. In the event that an employee becomes eligible for a Family Medical Leave while on a Medical or Extended Medical Leave, the leave will automatically be converted to a Family Medical Leave.
- h. The following chart demonstrates the employees' Family Medical, Medical and Extended Medical leave entitlements by operation of this Section.

<u>Years Of Service</u>	<u>1250 Hours in Prior 12 mos.</u>	<u>Family Medical Leave</u>	<u>Medical Leave</u>
0 – 5 mos.	n/a	None	None
6 -- 11 mos.	n/a	None	Up to 4 weeks
1 – 2 years	1250 or more	Up to 12 weeks	None
	Less than 1250	None	Up to 12 weeks
3 years or more	1250 or more	Up to 12 weeks	Up to additional 40 weeks
	Less than 1250	None	Up to 52 weeks

.07 An employee who has five or more years of seniority who is not medically cleared to return to work after exhausting all available leave shall be placed on a recall list for three months. During this period, upon the employee providing the Employer with evidence of fitness to return to work, the employee shall be reinstated in order of seniority to the first available opening at the same rate of pay as, and without loss of seniority accrued prior to going on leave. If the employee provides such evidence during the three months period but is not recalled because there are no positions open, the recall period shall last until the employer offers a position, or until three months following presentation of the evidence, whichever happens first. An employee shall be entitled to recall rights under this provision once during his or her tenure.

.08 Notification To Leave Of Absence Administrator

- a. When practicable, employees shall give the leave administrator a thirty (30) days notice of their request for leave; otherwise, the employee shall give the notice as soon as practicable, after learning of the need for the leave.
- b. Once the Employer is notified that an employee has submitted a request for Leave, the employee shall not be required to call out, and shall not receive attendance points for time out of work while his/her request is pending.
- c. Employees who miss work while an improper Leave request is pending shall be subject to progressive discipline.
- d. All eligible employees must apply for a Family Medical Leave if their absence for medical reasons extends beyond three (3) days.
- e. Except for intermittent leave and leaves shorter than one (1) week in duration, an employee must give a minimum of one (1) week advance written notice of the date the employee intends to return to work. A healthcare provider's note specifying the duration of a requested leave and the leave administrator's written notice specifying the expected end date of a leave shall be deemed advanced written notice to the Employer, unless the employee provides later notice of a different return date.

.09 Where an employee normally works a Part-Time schedule or variable hours, the amount of intermittent or reduced schedule leave to which the employee is entitled to is determined on a proportional basis.

For Example:

- If an employee works twenty-five (25) hours per week, the employee is entitled to a prorated total of twelve (12) weeks of Family Medical Leave in a twelve (12) month period or three hundred (300) hours (25 x 12 = 300).
- If an employee works thirty-five (35) hours per week, the employee is entitled to a total of twelve (12) weeks of Family Medical Leave in a

twelve (12) month period or four hundred twenty (420) hours (35 x 12 = 420).

.10 Use Of Paid Leave

An employee who has not utilized all accrued benefit time will be required to use all but forty (40) hours of accumulated sick/personal time and all but forty (40) hours vacation time during the Family Medical Leave. An employee may request to the Department head to have all their sick/personal time used. The use of paid benefit time is in conjunction with the leave and does not extend the leave or eliminate the requirement that an employee must apply for the leave from the date the disability began.

.11 Medical Certification

- a. An employee's request for a Family Medical Leave must be verified and supported by the health care provider of the employee or of the employee's ill family member. The initial leave request should, where possible, be in the form of a completed Medical Certification Form, and should include the following information: the date when the condition began, its expected duration, diagnosis, a brief statement of treatment, and an indication of whether inpatient hospitalization is required. If this is not practical, the employee shall submit a completed Medical Certification Form by the treating physician, or other sufficient written documentation from the treating physician, with the required information, within fifteen (15) days of the employee's request or the leave may be denied.
- b. The Employer may require an examination by a second health care provider designated and paid for by the Employer. If the second health care provider's opinion conflicts with the original medical certification, the Employer will, at its own expense, require a third opinion from a health care provider mutually agreed upon and paid for by the Employer. This third opinion will be final.
- c. For a Family Medical Leave due to the employee's own serious health condition, the health care provider's certification shall include either a statement that the employee is unable to perform work of any kind, or a statement that the employee is not able to perform the essential functions of the employee's position.
- d. The request for leave to care for a family member who has incurred a serious injury or illness in the line of duty while on active duty in the Armed Forces must be supported by a certification issued by the health care provider of the service member being cared for by the employee.

.12 Recertification

- a. The employee may be required to furnish re-certification relating to a serious health condition. Where practicable, re-certification must be furnished within fifteen (15)

days of the request. Failure to provide re-certification in a timely manner may result in the denial of the leave continuation.

- b. All Intermittent Leaves will be re-certified every six (6) months.
- c. Notwithstanding the above, an employee shall not be required to re-certify the need for leave more than one (1) time per year, if the condition has been certified by the treating healthcare provider as a chronic condition that is not expected to improve significantly for at least one (1) year.

.13 Return To Work

- a. Employees returning from leave within one (1) year shall be reinstated to the same position, classification and status, without loss of seniority. If no vacancy exists, such employees shall be entitled to bump the least senior exemployee in the same status and classification from either sub-department.
- b. Failure of the employee to report to work at the completion of the approved Family Medical Leave may result in separation from employment in accordance with the Attendance Standards Policy.
- c. Employees returning from a leave due to their own illness or injury must provide a Return to Work Certification from their healthcare provider indicating their fitness to perform their job, with or without reasonable accommodation (as defined in Article 15 of this Agreement).

.14 Benefit Continuation And Benefit Co-Payments

- a. Group health insurance will be continued at the applicable rate for up to twenty-six (26) weeks for any non-work-related leave under this Article.
- b. Group health insurance will be continued at the applicable rate for the entire duration of any leave under this Article for an employee's work-related illness or injury.
- c. However, should the employee not return for reasons other than serious illness or circumstances beyond the employee's control, the Employer may require the employee to reimburse the Employer the portion it paid for the employee's benefit premium(s) during the leave. Upon return from leave, Payroll will automatically deduct any amount in arrears for any benefit co-payment for which the employee was required to make a weekly payment during the Family Medical Leave period.

.15 Working While On Leave

Working in any capacity for another Mashantucket Pequot Tribal Enterprise, department or any other employer is prohibited unless approval is received from the Vice President of Human Resources or his/her designee. Requests to work for another employer must be

in writing and processed through Employee Relations prior to commencing employment. Approval shall not be unreasonably withheld.

ARTICLE 36
OTHER PERSONAL LEAVE

.01 A personal leave is considered approved time off for non-medical personal situations. Personal leaves of absence without pay may be granted to Employees after successful completion of their probationary period. The circumstances and conditions of a personal leave request must be stated on the appropriate leave of absence request form.

.02 Personal leaves cannot exceed 60 calendar days within a 24 month period.

.03 Personal Leaves are not guaranteed and subject to the discretion of the department. Requests for such leave shall not be unreasonably denied. Factors considered in making a decision to approve a Personal Leave may include, but not limited to, the following: the employee's needs, the needs of the department, staffing levels, the employee's performance and overall attendance record including prior approved leaves.

.04 Personal Leaves will not be granted for work-related or non-work related medical reasons, including extensions of Family Medical Leave, Medical Leave, or Workers' Compensation Leave.

.05 Prior to the requested date of leave, an eligible employee must notify his/her department head in writing within a minimum of thirty (30) days if practicable. Requests for Personal Leave will be reviewed by the employee's department head and the Vice President or his or her designee.

.06 Upon return from Personal Leave, the employee will be returned to the same position, provided that such position still exists, or to an available equivalent position for which he or she is qualified. Failure of the employee to report to work at the completion of the approved Personal Leave period may result in separation from employment in accordance with Article 18 [Attendance].

.07 During this leave, group health insurance (at the time the leave begins) will be continued at the applicable rate. However, should the employee not return from Personal Leave, the Employer may require the employee to reimburse the Employer the portion it paid for the employee's benefit premium(s) during the leave. Upon return from leave, Payroll will automatically deduct any amount in arrears for any benefit co-payment for which the employee was required to make a weekly payment during the Personal Leave period.

.08 An employee who is on Personal Leave must utilize all accumulated vacation and personal time as part of the leave.

ARTICLE 37
PARKING

.01 The Employer shall provide all employees with free parking and free related shuttle service of adequate frequency.

.02 Subject to the restrictions in Section .04, Foxwoods-side employees shall be permitted to park on all Levels of the Great Cedar Garage on weekdays.

.03 Employees with a Great Cedar Garage (“GCG”) Parking Pass (e.g., with a minimum of ten (10) years of House Seniority with the Employer) shall additionally have the right to park on Levels 3, 4 and 5 of the Great Cedar Garage during weekends, subject to Section .04 below. MGM employees shall be afforded the same privileges in the MGM parking garage on level 5, subject to the same restrictions in Section .04. All employees will be permitted to park in Lot 10 throughout the week.

.04 The Employer may, in its sole discretion, designate certain holidays and critical days during which employees, including those with a GCG, or similar Pass, may not be permitted to park in the Great Cedar Garage and/or the MGM Garage, provided that the Employer provides affected employees with alternate free parking and shuttle arrangements on such dates. The Employer shall notify the Union in writing of such restrictions and shall post notices of such restrictions at least one (1) week in advance on VASTECH, on Foxnet and in the Dealer’s Lounge.

.05 Increased Customer Demand

- a. If customer demand has reached a level requiring that the Great Cedar Garage and/or MGM Garage be dedicated to customer use, the Employer may eliminate all parking in the Great Cedar Garage and/or MGM Garage by employees. In that event, where practicable, the Employer will give at least thirty (30) days advance notice to the Union and will provide affected employees with alternate free parking and shuttle arrangements. Upon request, the Employer and Union will meet and confer regarding possible alternative parking arrangements covered by this Section.
- b. In the event that customer demand or other operational reasons further require restriction of parking in Lot 10, the Employer will provide at least thirty (30) days notice to the Union and upon request, the Employer will bargain with the Union regarding alternative free parking and shuttle arrangements. If the parties are unable to reach agreement, either party may submit the matter to interest arbitration under M.P.T.L. 32 §10(c). The parties agree to request an expedited hearing process.

.06 Employees shall not park in restricted areas, including guest parking lots and garage levels, and access roads. Violations of this Article shall be subject to progressive discipline beginning with a one (1) day suspension.

.07 The Employer shall not be responsible for any damage to an employee's automobile or its contents while parked on premises owned, leased, controlled or used by the Employer.

ARTICLE 38 **UNIFORMS**

.01 The Employer shall provide employees with the following items free of charge:

- Four (4) uniform shirts (Full-Time employees) annually;
- Three (3) uniform shirts (Part-Time employees) annually;
- Three (3) aprons

As current uniform shirts are discarded, the Employer will replace them with uniform shirts made from a more breathable fabric, same or similar to the polyester/microfiber shirts shown to the bargaining committee during negotiations.

.02 The Employer shall provide initial fittings for uniform shirts and pants to all employees free of charge.

.03 Uniform shirts and aprons shall be replaced at no charge where unfit for use based on normal wear provided that the employee turns in the unfit shirt or apron.

.04 Employees may not wear their uniforms except while working for the Employer and while going to and from work.

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

.06 The Employer will adjust the hours of the Uniform Room on the MGM side of the property to ensure that it remains open two nights a week until 10 PM.

ARTICLE 39 **TUITION REIMBURSEMENT**

Eligible employees may participate in the Tuition Reimbursement program provided in the MPTN Summary Plan Description in effect on January 1, 2006.

Employee application, claims and reimbursement procedures shall be in accordance with the MPTN Summary Plan Description in effect on January 1, 2006.

ARTICLE 40
CHILD CARE REIMBURSEMENT
AND DEPENDENT CARE BENEFITS

.01 The following provision shall apply unless and until the Employer changes to the alternate provisions for all MPGE employees:

- a. Employees shall be entitled to childcare expense reimbursement in accordance with the rules and procedures contained in the MPTN Summary Plan Description in effect on January 1, 2006 and plan documents referenced therein.
- b. Employees shall be entitled to participate in a Dependent Care Flexible Spending Account in accordance with the rules and procedures contained in the MPTN Summary Plan Description in effect on January 1, 2006 and plan documents referenced therein.

.02 Alternate provisions. The following provisions shall apply if the employer implements them for all MPGE employees:

- a. Full-Time and regular Part-Time employees shall be entitled to participate in a Childcare and/or Dependent Care Flexible Spending Account (FSA) administered by the Employer.
- b. The Employer will match employee contributions to the FSA, up to a maximum of \$100 per month per eligible child.
- c. The combined Employer and Employee contributions will not exceed \$5,000 per year (i.e., maximum match of \$2,500)

.03 An employee receiving child care benefits on the effective date of this agreement which at that time would exceed those available under the provisions of Section .02 of this Article shall not be negatively impacted by the provisions of Section .02.

ARTICLE 41
WELLNESS BENEFIT

.01 Eligible employees shall be entitled to partial reimbursement of membership fees at any fitness center participating in the Foxwoods Wellness Benefit Program.

.02 Participating employees shall pay a weekly fee of four dollars (\$4.00) by payroll deduction.

.03 The fitness center membership fees shall be directly paid by the Employer to the fitness center.

.04 The Employer shall provide employees with an updated list of participating fitness centers annually.

ARTICLE 42

WAGES

.01 Dual Rates

- a. Dual rates shall have a dealer rate and a flooring rate. The flooring rate shall be paid for all hours that the dual rate spends flooring. Dual rates shall receive the dual rate percentage increases for the flooring hours, and the dealer hourly rate increases for their dealing hours.
- b. Upon promotion to dual rate, employees shall receive a twenty-five cent (\$.25) increase in their dealer base rate.

.02 General Wage Increases

- a. Effective March 1, 2012:
 - i. Dealers shall receive an increase in their hourly rate in the amount of twenty-five cents (.25¢) per hour.
 - ii. Dual rates shall receive an increase in the amount of two-and-a-half percent (2.5%) of their flooring rate.
- b. Effective March 1, 2013:
 - i. Dealers shall receive an increase in their hourly rate in the amount of thirty cents (.30¢) per hour.
 - ii. Dual rates shall receive an increase in the amount of three percent (3%) of their flooring rate.
- c. Effective March 1, 2014:
 - i. Dealers shall receive an increase in their hourly rate in the amount of thirty cents (.30¢) per hour.
 - ii. Dual rates shall receive an increase in the amount of three percent (3%) of their flooring rate.

d. Effective March 1, 2015:

- i. Dealers shall receive an increase in their hourly rate in the amount of thirty cents (.30¢) per hour.
- ii. Dual rates shall receive an increase in the amount of three percent (3%) of their flooring rate.

.03 During the life of this Agreement, pay for knowledge shall be maintained at the rate of twenty-five cents (.25¢) per hour for each additional game and twenty-five cents (.25¢) cents for Novelties.

.04 Minimum rates for poker dealers shall be \$4.25. Minimum rates for table games dealers shall be \$4.50.

.05 Minimum rates for dual rates shall be \$20.62. Notwithstanding the foregoing, no dual rate shall have an AFS wage rate which is less than the sum of his or her dealer's wage, plus \$14.75. Any general wage increases provided by this agreement shall ignore any additional increase which is required by this provision.

.06 Maximum rates for dealers shall be: \$10.72..

.07 Maximum rates for dual rates shall be: \$30.60.

ARTICLE 43 **TRAININGS AND MEETINGS**

.01 For all mandatory trainings and meetings:

- a. dealers shall be paid at an hourly rate of base plus Special Assignment; and
- b. dual rates shall be paid at their regular flooring rate.

.02 Mandatory training and meeting time shall be counted for purposes of calculating overtime.

.03 Except in cases of emergency, the Employer shall not require an employee to attend mandatory training and meetings on a day the employee is not scheduled to work.

.04 Dealer School Game Training

- a. The Employer shall post notices and registration instructions when it intends to schedule a dealer school game training class, where practicable, at least four (4)

weeks before the class is scheduled to begin. These notices will be posted on VASTECH, in the Scheduling Office, and on bulletin boards routinely used for similar announcements.

- b. Selection for each class shall be in accordance with Table Games Department Games Training Selection Policy dated June, 2004.
- c. A dealer may be ineligible to participate in game training based on his/her attendance record if he/she has had more than three (3) attendance points within the preceding six (6) months;
- d. A dealer may be ineligible to participate in game training based on his/her disciplinary record if he/she has received a disciplinary suspension within the last year or has two or more active written warnings in his/her file.
- e. Consistent with the "Status" provision of the policy, management will approve participation of Part-Time dealers up to class capacity.
- f. Dealer school game training classes shall be provided to dealers at no cost.
- g. Dealer school game training classes shall be on unpaid time.
- h. Once graduating Table Games dealers are licensed in a new Table Game, the Employer shall make reasonable efforts, consistent with the needs of the operation, to regularly schedule them to deal the new game.

.05 The Employer will incorporate into its "second game" Dealer School classes a presentation regarding conflict resolution and customer service. The Employer and the Union will jointly develop this training presentation, subject to final Employer approval. Experienced dealers, jointly selected by the Employer and the Union for participation in the development and delivery of this training, will be paid base rate plus special assignment for such time.

ARTICLE 44

HEALTH, DENTAL & VISION INSURANCE

.01 The Employer and the Union shall create a Health Benefits Committee to continue to work together on investigating Health Plan strategies and health and wellness initiatives. The purpose of the Health Benefits Committee is to explore and discuss innovative ways to control the ever increasing cost of health care, while maintaining the quality of health benefits offered to Employees.

.02 The Employer shall continue to provide to eligible employees the existing health, prescription, vision and dental insurance coverage as described in the MPTN Health Care Plan, Vision Plan and Dental Plan for employees in effect as of August 1, 2009, or alternate plans mutually agreed upon by the parties.

.03 The terms and conditions of the Plan documents shall govern, and to the extent consistent therewith, only the acts or omissions of parties to this Agreement (i.e., the Employer or the Union) shall be subject to the dispute resolution provisions of this Agreement.

.04 Eligible employees shall contribute to the cost of benefits as follows:

Health, Prescription & Vision:

Coverage	Weekly contribution
Single	\$19.00
Single +1	\$34.00
Family	\$45.00

Part-Time buy-up shall continue in accordance with current practice.

Dental

Coverage	Weekly contribution
Single	\$3.50
Single +1	\$5.50
Family	\$7.50

Part-Time buy-up shall continue in accordance with current practice

.05 Health & Vision Premium Share Increases. Except as otherwise set forth in the MPGE Wellness Program (as outlined in Appendix "E" hereto), effective the pay periods including June 1, 2014; and March 1, 2015, the above-listed rates for Health, Prescription & Vision insurance premium shares shall increase by \$2 per week for Single coverage; \$5 per week for Single +1 coverage; and \$8 per week for Family coverage.

.06 Employees who fall in arrears on payment of their premium contribution share shall have thirty (30) days following notice to obtain a schedule from Human Resources for curing the arrearage. Failure to contact Human Resources to make such arrangements or to comply with such a schedule or otherwise to cure the arrearage, shall be grounds for cancellation of coverage. Repeated failure to make premium contributions, to arrange or comply with a schedule, and/or otherwise to cure arrearages may constitute just cause for discipline. The Tribal Employer will continue to apply the existing practice to employees who accrue arrearages while out on Family Medical Leave, Medical Leave or Workers Compensation Leave.

ARTICLE 45
DISABILITY INSURANCE

.01 The employer shall continue to make available to eligible employees disability insurance as described in the Mashantucket Pequot Tribal Nation Short Term Disability Insurance Plan, and the Mashantucket Pequot Tribal Nation Long Term Disability Insurance Plan.

.02 The terms and conditions of the Plan document shall govern, and to the extent consistent therewith, only the acts or omissions of parties to this Agreement (i.e., the Employer or the Union) shall be subject to the dispute resolution provisions of this Agreement.

ARTICLE 46
LIFE AND ACCIDENTAL, DEATH & DISMEMBERMENT INSURANCE

.01 The employer shall continue to make available to eligible employees Life, Accidental Death and Dismemberment Insurance as described in the Mashantucket Pequot Tribal Nation Basic Life and AD&D Insurance Plan.

.02 The terms and conditions of the Plan document shall govern, and to the extent consistent therewith, only the acts or omissions of parties to this Agreement (i.e., the Employer or the Union) shall be subject to the dispute resolution provisions of this Agreement.

ARTICLE 47
RETIREMENT

.01 The Employer shall continue to make available to all employees a 401(k) plan as described in the Mashantucket Pequot Tribe 401(K) Retirement Plan, as amended and restated effective January 1, 2006.

.02 The Employer will pay the initial enrollment costs for a “PRxN Prescription Discount Card” for employees who retire during the term of this contract with more than twenty (20) years of service. This Card is provided through a program run by PRxN, and not by the Employer. The Employer’s commitment herein does not require the Employer to provide any similar replacement benefit in the event PRxN discontinues or significantly modifies its program. In the event PRxN significantly increases the initial enrollment costs for this program, the Employer may discontinue its payment of the entire future initial enrollment costs upon fourteen (14) days notice to the Union, but will continue to pay such part of the initial enrollment costs as had been the Employer’s historical pattern.

ARTICLE 48
UNION REPRESENTATIVES

.01 Authorized representatives of the Union licensed pursuant to 32 M.P.T.L. Section 15, shall be permitted to visit the Employer's establishment for the purpose of communicating with employees and with the appropriate Employer representatives for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to. Such visits shall not unreasonably interfere with the conduct of the Employer's business or with the performance of work by employees during their work hours.

- a. Union representatives shall provide advance notice (of at least 24 hours wherever practicable) to the Executive Director of Employee and Labor Relations so that such visits will not interfere with the Employer's operation
- b. Union representatives will be required to report to Security prior to entering the workplace and to wear identification while on the Employer's premises to conduct Union business.
- c. While on the Employer's property, the Union agrees that its representatives shall comply with all applicable laws and regulations including but not limited to those of the Mashantucket Pequot Tribal Nation and MPTN Gaming Commission and the State of Connecticut Division of Special Revenue.

.02 The Employer recognizes the right of the Union to designate a reasonable number of Stewards, not to exceed fifty-six (56) and a reasonable number of Alternate Stewards, not to exceed seventeen (17) from among the Employer's employees. The Union shall be responsible for notifying the Employer, in writing, of the names of the Stewards and of any changes thereto. The Employer agrees to recognize the officers and duly designated representatives of the Union, provided that the Union fulfills its responsibilities under this Section. The Employer recognizes the right of the Union to designate an additional Steward for each additional fifty (50) employees hired over current headcount level; and/or an additional Alternate Steward for each additional hundred-and-twenty-five (125) employees.

.03 Union Stewards may act as Union representatives, may assist Union representatives in proceedings under Article 26 [DISPUTE RESOLUTION], and may engage in discussions with the Employer's designated representatives concerning the Employer's work practices and procedures.

.04 The Employer shall allow Union Stewards a reasonable amount of release time during normal work hours at their regular rate of pay (i.e. dealers shall be paid at their base rate and dual rates shall be paid based upon the assignment from which they are released; a Poker dealer shall be paid special assignment under this provision if the Employer chooses to conduct a meeting at which his or her attendance is required during a time when the available steward would otherwise be dealing). for the purpose of performing their designated grievance procedure functions in their respective areas on the premises of the Employer. Union Stewards' activities shall not unreasonably interfere with the Employer's regular business operations. Union

Stewards shall be permitted reasonable access to the employees they represent. The Union Steward shall request approval (which shall not be unreasonably withheld) from the appropriate supervisor(s) prior to entering a work area for the purpose of investigating grievances. Union Stewards shall record time spent engaging in such activity in a manner prescribed by the Employer. Union Stewards shall be excused from work to attend Union meetings upon reasonable notice to the Employer.

.05 An employee shall be provided with the Union Steward of his/her choice, provided that the Steward of choice is working and available at the time of the request and provided that granting such a request will not unduly interfere with the Employer's operations. In such case the employee may request another Steward, consistent with the foregoing.

.06 When possible, Shop Stewards and Union representatives shall conduct their representational activities outside of the view of patrons. Shop Stewards and Union representatives may use the Dealers Lounge for these purposes. A designee of the Office of Employee and Labor Relations will make reasonable efforts to accommodate Union requests to use suitable office space to meet privately with employees.

.07 The Employer shall provide the Union with a bulletin board each in the Dealer's Lounge, the Scheduling Office and outside Cafeteria 1, and two (2) bulletin boards on the MGM side, for the purpose of posting relevant information for bargaining unit members.

.08 To permit the Union to properly and efficiently carry out its responsibilities, the Employer shall provide the Union with the following information, in the Employer's possession:

- a. On a monthly basis, a list of all employees hired into, transferred, or promoted into the bargaining unit during the preceding period, including each employee's name, employee ID number, address, phone number, e-mail address, department, job title, hire date, sex, date of birth, shift and (where applicable) regular days off, sub-department, house seniority date, gaming department date, status change date, promotion date, state gaming license number.
- b. On a monthly basis, the Employer shall provide a list of all bargaining unit members separated, placed on a leave of absence or transferred out of the bargaining unit during the preceding month, including all of the employee information listed in the foregoing paragraph, the date and type of event (whether separation, leave or transfer).
- c. At the end of each calendar quarter, the Employer shall furnish the Union with a list of all employees in the bargaining unit, including all information enumerated in paragraph a. of this section, in computer-readable electronic form in an agreed-upon format.

.09 The Union shall be provided with an opportunity for a one-half (1/2) hour orientation at the Dealer School at the end of Black Jack and Poker training for new dealers.

ARTICLE 49
NO STRIKE - NO JOB ACTION - NO LOCKOUT

.01 The Union acknowledges that Mashantucket Pequot Labor Relations Law, 32 M.P.T.L. ch.1, § 11, prohibits strikes of any kind; and, that any strike by unit employees would constitute a violation of law.

.02 Consistent with the statutory provision referenced in Section .01, above, during the life of this Agreement or any written extension thereof, the Union, on behalf of its officers, agents, stewards and members, agrees that Employees shall not engage in strikes of whatsoever kind or nature (including without limitation economic, sympathetic, “prohibited practice,” “unfair labor practice,” or otherwise), slowdowns, walkouts, sit-downs, sick-outs, picketing, boycotts, handbilling or other concerted activities which interfere with operations or businesses owned or operated by MPTN on or in the vicinity of the MPTN Reservation (including without limitation Foxwoods Resort Casino, MGM Grand at Foxwoods, Two Trees Inn, Lake of Isles, PRxN, Norwich Inn and Spa, etc.)

.03 The Union and employees understand that failure or refusal to cross any picket line shall not be an excuse for failure to perform job duties, and will subject the employee to discipline up to and including termination, and may result in further legal consequences.

.04 The Mashantucket Pequot Labor Relations Law prohibits lockouts. 32 M.P.T.L. ch.1, §11. Consistent with that law, there shall be no lockouts of employees covered by this Agreement for the duration of such Agreement or any written extension thereof.

.05 If any of the acts or conduct prohibited by Sections .01 or .02 above, occur during the term of this Agreement or any written extension thereof, the Employer shall not be required to discuss, negotiate, hear or rule on any problem or grievance related to such acts until such time as the prohibited conduct is discontinued.

.06 The Employer may take disciplinary action, up to and including discharge, against any employee who participates in a work stoppage or otherwise interferes with the Employer’s operation in violation of this Agreement. Such discipline shall be subject to the dispute resolution provisions of this Agreement.

.07 Upon notification that employees are engaging in conduct prohibited by this Article, the Union shall undertake reasonable steps to terminate such unlawful activity.

.08 The Employer and Union also agree that the Union and its members may in certain circumstances be able, consistent with their obligations to customers and to the Employer, to practice the values of Union solidarity and support. Therefore, the Employer agrees to use its best efforts to avoid placing the Union or its members in a position of violating those values. This commitment shall not be construed to dilute the Union’s obligations under this Article, nor shall this commitment be subject to the dispute resolution provision of this Agreement. Upon request by either party, in order to carry out the intent of this paragraph, there shall be a meeting

of the Regional Director of the Union or his/her designee and the President of the MPGE or his/her designee.

.09 Any claim by the Employer as a result of the Union's violation of this Article shall be subject to the dispute resolution provisions of this Agreement, provided, however, that requests for injunctive relief in aid of such claim, may be made in Tribal Court.

ARTICLE 50

GOVERNING LAW AND SAVINGS CLAUSE

All rights, remedies and duties under this Agreement are provided by, governed by and enforceable under the laws of the Mashantucket Pequot Tribal Nation. In the event of any conflict with the terms of this Agreement, the laws of the Mashantucket Pequot Tribal Nation shall govern.

In the event of any such conflict, all non-conflicting terms and conditions of this Agreement shall remain in full force and effect, and the conflicting term or terms shall be renegotiated. If the parties cannot agree within a reasonable period of time, the parties shall select an Arbitrator and said Arbitrator shall, if possible, resolve the disagreement. An arbitration under this Article shall be governed by Article 26 [DISPUTE RESOLUTION], Section .05, subsections a. through j. of this Agreement. In addition to these subsections, the Arbitrator resolving a conflict shall be instructed as follows:

- The parties shall present their last best offers to the Arbitrator who shall choose the most reasonable offer to replace the conflicting provision.
- If the conflict results in a negation of a substantial right or benefit to the union, the Arbitrator shall disqualify (with a right to cure) any offer that does not provide a right or benefit of at least equal value and shall choose the offer that most reasonably provides a right or benefit of equal value.

ARTICLE 51

UNION SECURITY

.01 Union Shop: It shall be a condition of their employment that all employees covered by this Agreement who are members of the Union in good standing on the date of execution of this Agreement shall remain members in good standing during the period of their employment. Those who are not members of the Union in good standing on the date of execution of this Agreement shall on the thirtieth (30th) day following execution of this Agreement become and remain members of the Union. It shall also be a condition of employment hereunder that each employee covered by this Agreement shall, on or after the thirtieth (30th) day following the employee's first employment in the classifications covered herein, become and remain a member of the Union throughout the period of his/her employment with the Employer.

.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 reason of, any action taken or not taken by the Employer at the request of the Union in accordance with the provisions of this Article.

.03 Enforcement mechanism: The Employer shall provide each employee with a Union dues deduction card at the time of the employee's hire. The Employer shall provide on a bi-weekly basis to the Union a list of all employees hired, transferred or promoted into the Union's jurisdiction. Within fifteen (15) days after receipt of written notice from the Union that any employee covered by this Agreement has failed, pursuant to the terms of this Article, to tender payment of the periodic dues and initiation fees uniformly required as a condition of acquiring membership in the Union, the Employer will terminate such employee.

ARTICLE 52

DUES CHECK-OFF

.01 The Employer, during the term of this Agreement, agrees to deduct each month Union membership dues and initiation fees from the pay of those employees who have voluntarily authorized such deductions in writing as provided herein. Such dues shall be limited to amounts properly levied by the Union.

.02 The agreed upon authorization form is attached to this Agreement as Appendix "B".

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

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

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

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

.07 The Employer agrees to make deductions as otherwise provided in this Article in the case of employees who have returned to work after authorized leave of absence, and upon receiving notice from the Union of the employee's past dues arrearage.

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

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

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

ARTICLE 53 **VOLUNTARY COMMUNITY ACTION PROGRAM DEDUCTIONS**

.01 The Employer agrees to deduct each month from the pay of those employees who have voluntarily authorized such deductions in writing as provided herein a voluntary contribution to the UAW Voluntary Community Action Program (“V-CAP”) in the amount designated by each such employee.

.02 The agreed upon authorization form is attached to this Agreement as Appendix “C”.

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

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

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

.06 Deductions shall be made from the pay received on the first payday of each month regardless of the payroll period ending date represented on that payroll check, and shall continue until the V-CAP form is revoked in writing or until the employee’s separation from employment or transfer out of the bargaining unit.

.07 The Employer shall remit each month to UAW V-CAP [care of Bank One, Dept. 78232, Article 23 Voluntary Exchange Program, PO Box 78000, Detroit MI 48278-0232] 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 and the amount of each listed

employee's contribution for that month and for the year-to-date. The information shall be in computer readable electronic form, in an agreed-upon format.

.08 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 actions taken by the Employer in reliance upon the authorizations.

ARTICLE 54 **SEPARATION FROM EMPLOYMENT**

.01 Employees shall provide the Employer with at least two (2) weeks notice of voluntary resignation of employment. Notice should be given in writing to the sub-department management or sub-department head.

.02 The Employer may at its option provide the employee with separation pay up to two (2) weeks in lieu of work through the employee's resignation date.

- a. In the case of a dealer, separation pay shall be paid at a rate of base plus toke equivalent.
- b. In the case of a dual rate, separation pay shall be paid at his/her regular flooring rate.

.03 Except in cases of emergency, an employee who fails to provide the minimum required notice of resignation, and to work through the notice period (unless excused by the Employer pursuant to Section .02, above), shall forfeit accrued vacation pay.

ARTICLE 55 **NOTICES**

01. Unless otherwise specified in this Agreement, all notices which the Employer is required to deliver to an employee by this Agreement shall be given to the employee at work, except that, if the employee is absent from work, the Employer may serve the notice by mail sent with U.S.P.S. Delivery Confirmation, at the employee's last known address as it appears in the payroll records of the Employer.

02. All notices which the Employer is required to deliver to the Union by this Agreement shall be delivered to the Local Union by facsimile or email and first-class mail sent to

Local 2121, UAW
2 Cliff Street
Norwich, CT 06360

03. All notices which the Union is required to deliver to the Employer by this Agreement, unless otherwise specified, shall be delivered to the office of Employee Relations by facsimile or e-mail and first class mail sent to:

Foxwoods Resort Casino
Office of Labor Relations
39 Norwich-Westerly Road
Mashantucket, CT 06338
Attn: Richard Moskowitz

04. Either the Union or the Employer may change the address at which it wishes to receive notices as provided in Section .02 or .03, by providing written notice to the other party in the manner set forth above.

ARTICLE 56 **BONUSES**

The Employer's annual bonus program which was in effect in fiscal year 2006 will apply for any particular fiscal year in which:

- the EBITDA for MPGE at the end of the particular fiscal year (as reported in the audited financial statements for the Mashantucket Pequot Gaming Enterprise in the Statement of Revenues, Expenses, and Changes in Net Assets – Proprietary Funds, and defined as Operating Income plus Depreciation and Amortization Expense) minus (B) the cost of funding that bonus program is greater than (C) the EBITDA for fiscal year 2006 (i.e., $A - B > C$); or
- if a comparable or greater annual bonus program is implemented with respect to any other MPGE employees who are not covered by a collective bargaining agreement negotiated at arms length. If a lesser annual bonus program is implemented with respect to any such employees, the parties will agree on a comparable lesser annual bonus program to employees covered by this Agreement.

ARTICLE 57 **TOKES**

.01 Tokes are the property of the employees earning them and shall not be shared by any supervisors, managers, or other non-bargaining unit personnel, except that Floor Supervisors, who, pursuant to the Supervisor to Deal Program Table Games Department Guidelines dated April, 2006, shall receive tokes on the same basis as dealers for hours dealing. Supervisors shall only be permitted to deal up to the minimum number of hours required for proficiency in games for which they have been trained. Except to the extent provided for by the Separation described

in Article 58 [SEPARATION OF POKER TOKES], all unit employees shall participate in a single toke pool.

.02 Definitions

- a. "Toke equivalent" shall mean an amount equal to the weekly toke rate.
- b. "Special assignment rate" shall mean the average weekly toke rate for the preceding payroll calendar year.
- c. "Toke subsidy" shall mean one-half (½) of the special assignment rate.
- d. Hours compensated at toke equivalent, special assignment rate and toke subsidy shall be paid by the Employer and shall not be paid out of the dealer toke pool.

.03 Practices and Procedures.

- a. All current practices and procedures for the collection, counting, pooling, and distribution of dealer tokes shall be maintained by the parties except as specifically modified by this Agreement or by other mutual agreement of the parties. Upon request by the Union, and to the extent not inconsistent with the terms of this Agreement, the employer will cooperate and facilitate referenda and elections by the dealers as required to maintain or modify existing practices. In addition, upon the Union's request, the Employer shall provide all information reasonably necessary for the Union to carry out its obligation to maintain and enforce the provisions of this Article. The Employer recognizes that the Dealer Toke Committee is necessary for the parties to carry out their respective obligations under this agreement.
- b. Daily Toke Referendum. Within 45-75 days following the ratification of this Agreement (or the issuance of an award by the MERO Board), the Dealer Toke Committee shall schedule and conduct a referendum for Table Games dealers to approve or disapprove the adoption of daily rather than weekly allocation of tokes.
 - i. Within twenty-one (21) days of the ratification of the agreement (or award), the Union will inform the Tribal Employer as to when the referendum will be held.
 - ii. Within 45-75 days following an affirmative vote of the dealers, all available Table Games Dealer days off shall be rebid. Said period may be extended by mutual agreement of the parties. Within twenty-one (21) days after the Referendum, the Union will inform the Tribal Employer as to approximately when within this period the Rebid should be held.

- iii. Impact on Weekend Days Off Requirements. Any employee that elects to bid off of one or more weekend Days Off following an affirmative vote shall continue to count toward the minimum Days Off requirements set forth in Section 5.09. of this Agreement.
- iv. Each week following the effective date of the new method of allocation, the Toke Committee will post on the Union's main bulletin board and provide the Union with information regarding the tokes generated each day during the previous week.
- c. Weekend Signup List. Immediately after an affirmative vote on the daily tokes, the Employer will establish a voluntary sign up list by which full time dealers and dual rates may indicate their desire to work on a trial basis prior to the rebid on one or more weekend shift in lieu of an equivalent number of their customarily assigned weekday shifts. Sign-up must occur no later than two-weeks prior to the desired shift. If there is an excess in requests that cannot be accommodated, requests will be assigned on the basis of seniority.
- d. Additional Rebid. Upon the request of the Union made not more than 11 months after the Rebid set forth above, the Employer will conduct an additional rebid of days off pairs. To the extent reasonably practicable, this Rebid will be held on or about twelve (12) months after the first Rebid.

.04 The Employer will provide an office for the use of the Dealers Toke Committee in carrying out the collection, counting, pooling and distribution of dealer tokes, and/or other activities related to the maintenance and enforcement of this agreement.

.05 Resolution of Dead Spreads and Similar "Inactive Hours" Issues. The Employer will make reasonable efforts consistent with the scheduling provisions of this Agreement to reduce the number of inactive hours which have a negative impact on the toke rate. This provision shall not require the Employer to incur substantial additional costs. In furtherance of these efforts, within thirty (30) days after the effective date of this Agreement, the parties agree to meet and negotiate in good faith regarding these issues.

.06 The Employer and Union agree to meet and confer, upon the request of either party, in order to explore other methods of increasing the toke rate.

ARTICLE 58

SEPARATION OF POKER TOKES

.01 The parties agree to use a poker specific toke subsidy and special assignment rate. The rate shall be based on the average toke rate for the preceding year, factoring in the preceding year's average tournament rate and tournament tokes proportionally.

.02 Game Ratings

- a.) There shall be a Poker Dealer Panel consisting of three (3) members designated by the Union.
- b.) No more than twice a year, the Poker Dealer Panel shall assign ratings (low, medium or high) to each type of game in the Poker Room based on the customary toke level for that game. If any new games are added thereafter, the Panel shall assign a rating to such new games.

.03 Special Transfer Opportunity and Removal of Poker from Gaming Licenses

- a.) Any employee not in the Poker sub-department, including any employee who subsequently transfers out of the Poker sub-department, may request to remove Poker from his/her license. Such requests shall be granted to the extent that sufficient numbers of licensed poker dealers remain in the workforce to handle business fluctuations.
- b.) Dealers who remove Poker from their licenses shall have their hourly base rate reduced by twenty-five (\$0.25) cents.
- c.) Dealers who do not have Poker removed from their licenses may be periodically scheduled to deal Poker when business needs dictate.

.04 Applicable Toke Rate: Employees who deal in both Table Games and Poker sub-departments shall be subject to the respective toke provisions applicable to each sub-department for their hours worked in that sub-department.

.05 Poker Room Table Assignments

- a.) To the greatest extent feasible, all dealers on each shift shall be assigned an equitable mix of low, medium and high toking games according to the rating system set pursuant to Section .02 of this Article.
- b.) New dealers may be exempted from high stakes table assignments for a maximum of three (3) months after hire.
- c.) Upon request made to the Poker Shift Manager, members of the Dealer Poker Committee and Union shop stewards may, at a mutually agreed upon reasonable time, no more than once each week, review table assignments and dealer tracking sheets for previous weeks to ensure compliance with this Section.

.06 Non-dealing assignments:

Unless specified otherwise by this Agreement, dealers shall be paid at the special assignment rate for all hours assigned to duties other than dealing.

.07 Tournaments

- a.) Poker dealers may, at the employer's sole discretion, be assigned to deal or perform other duties during poker tournaments. All such assignments other than flooring assignments shall be referred to as "poker tournament hours."
- b.) Dealers assigned to flooring during poker tournaments shall be paid at the minimum flooring rate set forth in Article 42 [WAGES] of this Agreement.
- c.) Dealers shall be paid at their base hourly rate plus a "Poker Tournament Supplement" for all poker tournament hours. For the duration of this agreement, the Poker Tournament Supplement shall be \$15.00 per hour. The parties will find a reasonable way, consistent with a positive player experience, to increase player awareness that the staffing fee for poker tournaments is not a substitute for dealer tokes.
- d.) All tokes received from poker tournament players shall be deposited in a weekly tournament toke pool and shall be divided among dealers assigned to poker tournaments based on the number of poker tournament hours assigned during that week. The parties will negotiate procedures for the implementation of this paragraph.

.08 Toke Collection:

- a.) All Poker dealers shall be provided by the Employer with a portable toke box at the start of each shift. Each Poker dealer shall drop all tokes received during his/her shift into the box.
- b.) The parties shall agree upon a mechanism for Poker dealers to cash out their tokes which is reasonably convenient to the dealers, but that does not cause unreasonable additional cost or customer service issues.

.09 Time Start Check off (TSCO) sheet:

Once a calendar year (during January), full-time dealers and dual rates may submit a time start check off (TSCO) sheet, requesting to eliminate up to 2 time starts from their schedule. If there are not enough dealers for a time start, reverse seniority will be used to fill the time needed even though they may have requested off by the TSCO sheet. Complete withdrawal of TSCO requests may be done at any time, making the employee fully usable and giving schedulers maximum use of that dealer.

.10 Room/Tournament Assignments:

- a.) Except for those dealers who have signed the tournament list described in the following sub-section, full-time dealers shall be scheduled for live action first, according to seniority, except that management will take into account the

preference indicated by full-time dealers in accordance with paragraph b. of this section. Regular part-time and flexible dealers will be randomly assigned to fill remaining scheduling slots in live action and tournaments.

- b.) Full-time dealers shall be allowed to add or remove their names from the tournament request list twice per a year: during the first week of January and the first week of July. Dealers on the tournament list will have all starts scheduled in tournament.
- c.) Where possible, dealers will be sent back to the room from tournaments by time start, beginning with the earliest time starts, unless a dealer has signed a daily “stay in tournament sheet.” (For example, management may bypass the dealer with the earliest time start in the tournament where sending that dealer back to live action would result in the dealer tapping him/her out to deal more than three tables without a break.)
- d.) Any dealer who believes he has been kept in tournament inconsistently with the foregoing should notify a Shift Manager at the next push.

ARTICLE 59

HEALTH AND SAFETY

.01 Introduction

The parties recognize the importance of maintaining a healthy and safe work environment. The parties agree to use their best efforts to jointly achieve this goal. Accordingly, the Employer shall continue to have the obligation to make reasonable provisions for the health and safety of the employees during the hours of their employment and shall comply with applicable law and regulations including the Tribal Occupational Safety and Health Act. The Union shall actively participate in the health and safety program, and cooperate with the Employer’s efforts to carry out these obligations.

.02 Joint Health and Safety Panel

- a. The parties shall establish a Joint Health and Safety Panel (JHSP) (which shall function similarly to groups commonly known elsewhere as “Joint Health and Safety Committees”) consisting of three (3) sub-panels -- one for each sub-department (i.e., Table Games, MGM and Poker).
- b. The JHSP will be made up of four (4) bargaining unit members designated by the Union from Table Games, two (2) bargaining unit members designated by the Union from MGM, and two (2) bargaining unit members designated by the Union from Poker. The Employer may appoint up to an equal number of representatives selected by the Employer.

- c. The JHSP shall meet monthly unless otherwise mutually agreed. The sub-panels may meet either jointly or separately as they deem appropriate. The meetings will be co-chaired and agendas jointly determined by one Union-appointed member and one Employer-appointed member.
- d. Unless otherwise mutually agreed to by the JHSP, meetings will be held between the hours of 12 noon and 6 p.m., Monday through Friday. Upon reasonable notice and request by the JHSP, Employer representatives with appropriate expertise and authority to address and resolve issues identified by the JHSP (e.g., members of the Office of Safety and Loss Control) shall be made available to participate in JHSP meetings.
- e. JHSP members shall be released from work (for meetings scheduled during their normal work day) and will be paid at their regular rate for time in JHSP meetings and time reasonably spent carrying out other JHSP functions . Dealers will be paid at the special assignment rate, except that Dual Rates participating while on a flooring shift, will be paid at their flooring rate.
- f. When other employees are jointly authorized to participate in JHSP activities, they will be paid at special assignment rates, except that when other Dual Rates participate in JHSP activities while on a flooring shift, they will be paid at their flooring rate.
- g. The purpose of the JHSP shall be to identify and assess health and safety hazards and recommend action to correct or control identified hazards.
- h. The Joint Health and Safety Panel shall:
 - Plan and participate joint training and education;
 - Review the results of accident/incident investigations;
 - Receive reports on health and safety reviews relevant to the bargaining unit;
 - Review other relevant health and safety data;
 - Discuss safety policies and recommend improvements as needed;
 - Promote interest and participation in developing and maintaining a healthy and safe working environment.
- i. Examples of matters appropriate for discussion by the JHSC shall include:
 - Ergonomics
 - Air quality and ventilation
 - Threats/violence in the workplace
 - Employee stress
 - Bloodborne pathogens and communicable diseases
 - Employee health and safety-related training
- j. Within the first twelve (12) months after the effective date of this Agreement, the JHSP shall conduct an assessment and make recommendations concerning unit employee injury reduction relating to employee parking and shuttle services.

- k. Within the first six (6) months after the effective date of this Agreement, the JHSP shall study and make recommendations concerning the Employer's "Evacuation," "Workplace Violence" and "Take Shelter" response procedures.
- l. Within the first twelve (12) months after the effective date of this Agreement, the JHSP shall study and make recommendations concerning the Employer's current practices used to ensure that equipment and supplies handled by patrons are cleaned regularly.

.03 Health and Safety Complaints

- a. Employees shall be encouraged to communicate health and safety concerns by discussing it with an appropriate member of sub-department management. At the employee's request, he or she may be accompanied by a Union steward or another employee who is on break time. Employees may also choose to submit complaints on a Safety Suggestion (anonymously or otherwise) delivered to any JHSP member or placed in an employee suggestion box.
- b. Issues arising under this Article that are not resolved informally through the procedures set forth herein shall be subject to Article 26 [DISPUTE RESOLUTION].
 1. In any arbitration proceeding on a grievance filed regarding this Article, the Arbitrator has no authority to issue an award which imposes obligations which conflict with or exceed those imposed by the Tribal Occupational Safety and Health Act.
 2. Nothing in the foregoing, however, shall preclude an Arbitrator from enforcing specific obligations of the Employer under Sections .02 through .08 of this Article.
- c. Nothing contained in this Article shall preclude the Union or an employee from filing a complaint with the Tribal Occupational Safety and Health Administration.

.04 Training

The Employer shall provide all employees with initial and annual re-training in the following areas:

- specific hazards related to their jobs and work areas
- their roles in the department safety process
- identifying and reporting hazards
- emergency procedures
- safe work practices, and
- reporting injuries and near misses

.05 Ergonomics

- a. The parties agree that within twelve months of the effective date of this Agreement, the JHSP will undergo advanced ergonomics training. The UAW Health and Safety Department will be involved in developing and/or delivering the training.
- b. The JHSP shall review the Employer's existing ergonomics program and shall participate in planning, assessing and carrying out the following functions:
 - Analyzing injury and illness data
 - Evaluating jobs for ergonomic hazards
 - Collecting employee input and tracking employee complaints
 - Recommending modifications of equipment and methods to eliminate or reduce hazards
 - Analyzing issues of medical management of ergonomics-related injuries and illnesses.
- c. Within the first twelve (12) months after the effective date of this Agreement, the JHSP shall make recommendations for the conduct of ergonomic evaluations of all job tasks within the bargaining unit, focusing initially on jobs identified as of priority concern. The parties agree to make reasonable efforts to conduct any such evaluations during the term of this Agreement.
- d. A master list of identified ergonomic problems and/or complaints will be maintained by the Employer.
- e. The Employer shall continue to provide ergonomically appropriate chairs and mats for appropriate bargaining unit work stations. The JHSP shall be responsible for making recommendations regarding same.

.06 Access to Information

- a. Where not prohibited by the relevant portions of 15 M.P.T.L. (TERISA), the Employer agrees to provide the Union with information relevant to joint investigation of health and safety issues related to the bargaining unit, including work related injuries and illnesses, Workers Compensation, lost time incidents and other major incidents, and other significant health or safety issues. Management shall provide the Union with copies of any environmental testing results relating to dealer/dual rate work or break areas by no later than two (2) weeks after such information is in the possession or control of the Employer.
- b. Examples of information which may be relevant are:
 - Supervisor Investigation Reports (SIR)
 - TOSHA "Summary of Occupational Injuries and Illnesses" reports
 - Fiscal Year End Loss Analysis reports

- Air sample results for known physical agents or chemicals to which Employees may be exposed
- Maintenance and performance testing information for ventilation systems
- Light duty program information, including the list of potential light duty assignments for the bargaining unit

.07 Access

Consistent with Article 48 [UNION REPRESENTATIVES]. whenever an issue arises concerning a significant item on health and safety issues, an authorized representative of the Union shall be afforded the opportunity to make an on-site inspection, accompanied by an authorized official or officials of the Local Union.

.08 Miscellaneous

- a. The Employer shall ensure that hand sanitizer is available in all pits.
- b. All bargaining unit work areas shall have an effective emergency notification system which is periodically tested.
- c. All bargaining unit employees will be provided with a badge card containing their evacuation assembly Lot and Pole numbers, emergency contact numbers, identity of JHSP coordinators, and the location of First Aid kits and bulletin boards.
- d. The Employer shall ensure a sufficient number of no-smoking signs are available to accommodate all patron requests to designate a table as non-smoking.

.09 Environmental Tobacco Smoke

- a. 1. The normal outside air replacement percentage throughout the gaming areas shall be at least 50%.
 2. There may be periods of extreme outdoor weather conditions (e.g., the few hottest days in the Summer, few coldest days in the Winter, etc.) which make compliance with the 50% requirement impractical from an economic and/or engineering standpoint. During such limited periods, non-compliance with sub paragraph 1, above, will not be a violation of the contract so long as the Employer makes reasonable efforts to maximize replacement air and/or limits the duration of the non-compliance under the circumstances.
- b. The Employer shall collect periodic time trends of CO2 ventilation and track the percentage of outside air replacement using current computer systems and will provide such information to the Union on a quarterly basis.

- c. The Employer shall provide to the Union confirmation of annual calibration and maintenance to its CO2 monitors.
- d. The Employer shall train all gaming supervisory personnel in the Employer's smoking rules and procedures; and will ensure compliance therewith.
- e. Twice annually, the Employer shall conduct air quality monitoring tests materially equivalent to the tests performed in June 2011 & June-July 2012; or such similar testing as agreed to by the parties.
 - 1. These tests are to be performed by EHE, Inc., or such other firm as may be agreed to by the parties.
 - 2. All documents and reports produced in connection with this testing shall be shared with the Union within two (2) weeks of receipt by the Employer.
 - 3. Upon request, the parties shall meet to discuss the results of these tests and potential modifications of the protocols, and/or improvements which would reduce dealer exposure to second-hand smoke.
- f. The Employer will establish a schedule for proper maintenance of gaming floor area air handlers. The Employer will ensure timely performance of maintenance, including but not limited to cleaning of duct work and coils, filter and belt replacement, which affected air quality in bargaining unit work and break areas.
- g. The Poker Room (including the Poker Tournament area) shall remain non-smoking.
- h. Consistent with the parties' commitments set forth in Para. 3 of the existing ETS Side Letter, the parties will meet and confer upon request to explore the feasibility of:
 - 1. using air filters rated higher than the MERV 14 filters currently in use without increasing costs or causing other operational or engineering difficulties; and
 - 2. addressing airflow and pressure differential between smoking and non-smoking areas without increasing costs or causing other operational or engineering difficulties.
- i. Management shall make efforts, consistent with operational circumstances and customer demand, to provide a non-smoking table in each major table game (Craps, Roulette, Black Jack) at MGM, unless there are fewer than three tables open in the particular group. Disputes over performance under this provision shall not be subject to resolution under Article 26 [DISPUTE RESOLUTION]; but, rather shall be appropriate topics for discussion and attempted resolution via the JHSP established by Article 59.

ARTICLE 60
STAND-UPS

01. The employer agrees that it will not schedule “stand ups” with any regularity. Stand ups will only be used in an emergency and only if there are no qualified dual rates dealing at the time.
02. Stand ups will be paid at the minimum rate for dual rates for all hours and breaks during which they are flooring.
03. The parties will continue to discuss how to minimize use of Stand-Ups at MGM.

ARTICLE 61
RANKINGS

- .01 All dealers and dual rates will have a ranking for each table game on their license, defined as follows:
 - Rank 7: Able to deal in high stakes (including Pits 88, 22, and Pit 31 or other similarly designated “high stakes” pits).
 - Rank 5: Able to deal anywhere but “high stakes” pits (except as occasionally directed by management based on operational needs.)
 - Rank 3: Beginner level.
- .02 New dealers will be ranked at 5 on each game on their license within three (3) months after completion of their probationary period. Subsequently, dealers will be ranked at 5 on a new game within three (3) months after acquiring that new game. Dual Rates will be ranked at 5 for supervising skills within three (3) months after their date of promotion and within three (3) months after acquiring a new game.
- .03 Dealers and dual rates may request consideration for a change in their rank on a game.
- .04 A dealer or dual rate may also, on request, give up his/her Rank 7 ranking on a game or games, provided that a sufficient number remain to support the operation.
- .05 The Employer shall notify any dealer or dual rate before changing a dealer or dual rate’s ranking. A dealer or dual rate who disagrees with the change in his/her ranking will be afforded the opportunity to present his/her position in writing, and may request review of the decision by the Vice President of Table Games or his/her designee.
- .06 The ranking decision of a shift manager, or the Vice President of Table Games (or designee) if review is requested, shall be final and is not subject to the dispute resolution provisions of this Agreement.

ARTICLE 62
DURATION

This agreement shall become effective upon ratification, and shall expire at 12 Midnight on December 31, 2015.

FOR INTERNATIONAL UNION, U.A.W.,
AFL-CIO

FOR MASHANTUCKET PEQUOT
GAMING ENTERPRISE

Karen Rosenberg,
International Representative

FOR U.A.W. LOCAL 2121

William Shea, President

Edward Bergman, Bargaining Committee

David Barry, Bargaining Committee

David Ellsworth, Bargaining Committee

Donald Mac Phee, III, Bargaining Committee

Kimberly Mocerino, Bargaining Committee

George Taylor, Bargaining Committee

APPENDIX "A" [REFERENCED IN ARTICLE 23]

The parties agree that all employees are on notice that the conduct listed below shall subject them to discipline up to and including immediate termination and that no prior warning is necessary:

1. Engaging in conduct, acts, or omissions that jeopardize the integrity of the Employer's gaming operations.
2. Gambling or bookmaking at Foxwoods Resort Casino, or any other facility operated by the Gaming Enterprise; or engaging anywhere and any time in any form of gambling prohibited by law.
3. Violating the Employer's Code of Business Conduct, Ethics, and Conflict of Interest policy.
4. Grossly indecent or obscene behavior during working hours or at any time on the Employer's premises.
5. Gross Insubordination.
6. Using illegal drugs, narcotics, alcohol, or other intoxicants, or misusing legal or prescription drugs as intoxicants during working hours.
7. Sleeping in patron areas or during actual working time.
8. Fighting, threatening, intimidating, coercing, interfering, or using physical violence upon other team members, managers, guests, or vendors, or behaving in a manner that is intended to incite same.
9. Possessing a weapon such as a firearm, knife, explosive device, or any other weapon on any the Employer's premises at any time without management authorization.
10. Failure to self-report an arrest as soon as practicable.
11. Committing, or soliciting or conspiring to commit, a crime on any Employer premises or at any off-property Employer event.
12. Failing to comply with the Employer's property-wide standards, departmental rules, or both, governing Lost and Found items and any money/valuables found in any area of the Employer's premises.
13. Dishonesty, including intentional falsification of time records, employment application, statements to medical examiners, or other documents; swiping an identification badge or time card belonging to any other person, or signing another

employee's time sheet or other documents; and accepting guest promotional items as gratuities.

14. Theft, attempted theft; misappropriation, or unauthorized possession or removal of Employer property or property belonging to others.
15. Removing, including theft of, the Employer's confidential or proprietary information from the Employer's premises in any manner without appropriate management authorization. Disclosing such information to, or sharing such information with, unauthorized persons in any manner.
16. Failing to cooperate or provide the Employer, the Employer's counsel or any representative designated by the Employer with requested information in connection with any criminal, regulatory or other similar investigation or any legal proceeding in which the Employer is involved (provided that nothing in this provision shall undermine any "Whistle-blowing" protections available to Employees).
17. Deliberate property damage, vandalism.

APPENDIX "B" [REFERENCED IN ARTICLE 52]

AUTHORIZATION FOR CHECK-OFF OF DUES



TO THE _____ COMPANY Date _____

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

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

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

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

Type or print name of Employee here

Signature of Employee here

Address of Employee

City

State

Zip

Date of Signature

Employee Check Number

Sec. Sec. #

Date of Delivery to Employer

A-57-58 Rev. 5/2007

APPENDIX "C" [REFERENCED IN ARTICLE 53]



AUTHORIZATION FOR ASSIGNMENT & CHECKOFF OF CONTRIBUTIONS TO UAW V-CAP

Pub. # C2000



To _____ I hereby assign to UAW V-CAP, from any wages earned or to be
Company Name

earned by me as your employee, the sum of (check one) \$1.00 \$3.00 \$5.00 Other _____
each and every month. I hereby authorize and direct you to deduct such amounts from my pay and to remit same to UAW V-CAP at such times and in such manner
as may be agreed upon between you and the Union at any time while this authorization is in effect.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to UAW V-CAP are not conditions of
membership in the Union or of employment with the Company, that I have the right to refuse to sign this authorization and contribute to UAW V-CAP without
any reprisal, and that UAW V-CAP will use the money it receives to make political
contributions and expenditures in connection with federal, state and local elec-
tions, that all UAW members may be eligible for V-CAP raffle drawings, regardless
of whether they make a contribution to UAW V-CAP, and that monies contributed
to UAW V-CAP constitute a voluntary contribution to a joint fund-raising effort by
the UAW and AFL-CIO.

I also understand that the guidelines for contributions to UAW V-CAP set forth
above are merely suggestions, that I can contribute more or less than the
guidelines suggest, and that the Union will not favor or disadvantage me based on
the amount of my contribution or my decision not to contribute.

Contributions or gifts to UAW V-CAP are not deductible as charitable
contributions for federal tax purposes. All UAW members may be eligible for
related raffle drawings, regardless of whether they make a contribution.

Signature _____ Date _____
UAW Local _____ Sec. Sec. No. _____
Name (Print) _____
Address _____
City _____ State _____ Zip _____
Plant _____ Dept. _____ Emp. No. _____

UAW V-CAP is an independent political committee created by the UAW. This committee does not ask for or accept
authorization from any candidate and no candidate is responsible for its activities.

APPENDIX "D" ATTENDANCE NOTICE ("SIX-POINT" NOTICE)

You are receiving this notice because you have accrued at least six (6) points under the Attendance Policy. You should know that there are Foxwoods benefits and programs that may help with your attendance problems.

The Attendance Policy is found in Article 18 of your Union contract. If you have any questions about the Attendance Policy, including the consequences of further lateness or absences, you may review Article 18, speak to an Employee Relations Representative at (860) 312-3612, or call your Union at (860) 892-9191.

Family Medical Leave (FML)

Foxwoods provides Family Medical Leave for employees who qualify. The various qualifying events and eligibility factors are set forth in Article 35 of your Union contract. If you believe you might be eligible for FML, contact UNUM at (888) 865-9098.

Medical Leave, Extended Medical Leave and/or Workers Compensation Leave

Foxwoods also provides additional Medical Leave, Extended Medical Leave and/or Workers Compensation Leave to employees for their own serious medical condition. Employees may be eligible for one or more of these Leaves even if they do not qualify for FML, or if they have used all their FML time. Details and eligibility criteria for these benefits are also found in Article 35 of your Union contract. If you believe you might be eligible for additional Medical Leave, contact UNUM at (888) 865-9098.

Employee Assistance Program (EAP)

If you believe that you have a substance abuse issue or other personal issue which is affecting your work performance or your ability to report to work, you may be entitled to help from the Employee Assistance Program. If you have questions about eligibility or application, you can contact the EAP confidentially at (888) 277-0007.

Personal Leave

Foxwoods provides Personal Leave for non-medical personal reasons. If you would like to request a Personal Leave please request an application form from your department management. If you have more questions about Personal Leave, you may contact your Employee Relations Representative at (860) 312-3612.

Point/WAN Issuance or Dispute

If you believe you have received a point in error, you may be able to complete a point dispute form. If you have a question about the application of points, or about submitting a point dispute form, you may consult your Union Representative or contact an Employee Relations Representative at (860) 312-3612.

Any additional questions or follow-up inquiries about the above should be directed to an Employee Relations Representative at (860) 312-3612, or your Union at (860) 892-9191.

APPENDIX "E" – EMPLOYEE WELLNESS PROGRAM

1. Eligibility:

The Tribal Employer's Wellness Program is open, on a voluntary basis, to all employees and spouses covered under the MPTN Employee Medical Plan. (Dependent children under the Plan are not required to participate in the Wellness Program). UAW represented employees and their spouses may participate in the Wellness Program under its rules as modified by the collective bargaining agreement.

2. Requirements for Compliance

Any co-payments for meeting these requirements will be waived or reimbursed to participants on an annual basis in a manner consistent with the terms of the Tribal Employer's health plan.

a. Minimum Requirements for Compliance:

Each year, to establish compliance, a participant must:

- i. Get an annual physical
- ii. Meet with a Wellness Coach (in person or telephonically)
- iii. Complete a biometric screening (services to be made reasonably available on-site during term of Agreement)
- iv. Obtain additional age-appropriate screenings set forth in Attachment B

b. Additional Requirements for Participants with Chronic Conditions

- i. In order to maintain compliant status, individuals with any of the chronic conditions listed in Attachment "A" hereto need to satisfy additional requirements set forth in that attachment. While the requirements are intended to represent best quality practices consistent with recommendations by organizations such as the Center for Medicare Services and the American Health Data Institute ("AHDI") minimum standards of care specific to their condition, they may be changed or modified only by mutual agreement of the parties.
- ii. Office visit copayments shall be waived or reimbursed for treatment and monitoring of the conditions in Attachment "A".

3. Annual Program Measurement Period

- a. Annual program requirements shall be communicated to the participant during the month of December of each year. Yearly requirements may be met by screenings or

examinations which took place in the final three months of the previous calendar year.

- b. Requirements shall be completed by participants by September 30th of each year in order to establish/maintain compliance. Between July 1 and August 15th of each year, any participant who has not completed his or her requirements will receive written notice of that fact. Extensions of up to 30 days will be granted upon request to participants who indicate that scheduling difficulties have prevented compliance by September 30th with requirements other than those set forth in 2(a)(ii) and (iii). Additional extensions on any of the requirements will be granted to employees who demonstrate that they sought in good faith to comply with requirements but were prevented by extenuating circumstances.
- c. If an employee and, if applicable, his or her covered spouse complete requirements by September 30th of each year, the employee and such eligible dependents as he or she selects will be enrolled in the Wellness Plan for the upcoming year, and he or she shall pay the Wellness Program participant premium share set forth in the Agreement for that entire year.
- d. Employees who choose not to join the Wellness Program, or those removed because they or their covered spouse failed to complete the requirements by September 30th of each year will pay the non-Wellness Plan premium in addition to the premium shares set forth in the Agreement, which shall be an additional \$30 per week for the entire year, except as set forth in paragraph f, below. An employee who is given notice for removal may request review by the UAW Health Benefits Committee referenced in Article 44.01 of the CBA. Removal will occur unless the Committee determines that the report of a failure to comply is in error. Disputes between the parties on the Committee shall be resolved by an expedited procedure by an arbitrator on the collective bargaining agreement panel. Employees or dependents who are not enrolled in the Employer's healthcare plan as of January 1st of a calendar year shall be encouraged but not required to complete screenings set forth in paragraph 2 that year.
- e. Requirements to be completed by employees and eligible spouses will be set based on enrollment in the plan as of January 1st of each year and remaining enrolled for the entire year. Individuals subject to additional requirements shall receive notice of those requirements before January 1st via their secure individual MyEZHealthGuide account. The Employer will make computer access reasonably available to employees on-site; and, will assist employees, upon request, in registering for their MyEZHealthGuide accounts and obtaining information regarding requirements therefrom.

- f. Participants who fail to establish compliance for January 1st enrollment will be given an opportunity to complete all applicable requirements by March 31st in order to establish compliance/enrollment, and cease paying the additional \$30 weekly non-Wellness program premium share, effective May 1st.
 - g. Beginning in calendar year 2015, a reward incentive of 7.5% of the annualized premium share for the employee's class of coverage in effect at the time of payment shall be paid to each employee who has complied – and, if applicable, whose covered spouse has complied – with all requirements of the Wellness Program for the program year (e.g., Oct. 1, 2014-Sept. 30, 2015). Payment shall be made in October, except may be delayed for participants who receive an extension pursuant to 3.b., above.
4. The parties agree that the timing of collective-bargaining negotiations and the 10(c) process have made maintenance of the foregoing schedule challenging for 2013. Therefore, compliance with respect to the 2013 calendar year shall mean that:
 - a. the employee completes paragraphs 2(a)(ii) and 2(a)(iii) above by December 31, 2013, both of which may be completed on the employer premises; and
 - b. any covered spouse completes paragraphs 2(a)(ii) and 2(a)(iii) on or before February 28, 2014. For the purposes of completing 2(a)(iii), covered spouses may: (a) obtain a screening on the Employer's premises, or (b) self-report screening numbers obtained any time during 2013 or January-February 2014. (The additional non-Wellness program premium for participants who are non-compliant because of the failure of a spouse to meet these requirements, therefore, shall not become effective until March 1, 2014).
5. All administrative functions regarding participant care and/or compliance will be managed by outside vendors. No insurance vendor shall receive any financial incentive or benefit from the admission the removal of any member from the enhancement The program shall be designed to encourage and reward participation of members in the program and not to remove the financial incentive from any member except one who chooses after appropriate notice and opportunity to correct, not to comply with the specific written requirements of the program. The Tribal Employer will not have access to specific medical information regarding participants.
6. No employee or enrolled dependent shall be required to get a listed and described screening which is against the recommendation of a physician or other health care professional.
7. The UAW Health Benefits Committee referenced in Article 44.01 of the CBA, will meet regularly to review the progress of the program and to suggest possible improvements,

including additional wellness-based incentives for incorporation into the program, and the inclusion of a formal disease counseling program.

8. All forms and notifications formats required by this agreement shall be approved by both parties. The UAW Health Benefits Committee shall discuss the issuance of same in languages other than English. Chinese speaking employees may request to receive notices and communications in Chinese. Other employees who request assistance will be reasonably assisted by the employer to assure that they understand the requirements of the program.

FIGURE “A”

<u>CHRONIC CONDITION</u>	Minimum Annual Care Required Except as Indicated
Asthma	2 Clinical Evaluations
Atherosclerosis	1 Clinical Evaluation
Atrial Fibrillation	1 Clinical Evaluation
Chronic Obstructive Pulmonary Disease	2 Clinical Evaluations
Chronic Renal Insufficiency	2 Clinical Evaluations
Congestive Heart Failure	2 Clinical Evaluation
Coronary Artery Disease	1 Clinical Evaluation
Diabetes	2 Clinical Evaluations
Epilepsy	1 Clinical Evaluation
Human Immunodeficiency Virus Infection	1 Clinical Evaluation
Hyperlipidemia	1 Clinical Evaluation
Hypertension	2 Clinical Evaluations
Hyperthyroidism	1 Clinical Evaluation
Hypothyroidism	1 Clinical Evaluation
Metabolic Syndrome	1 Clinical Evaluation
Multiple Sclerosis	2 Clinical Evaluations
Parkinson’s Disease	2 Clinical Evaluations
Polymyalgia Rheumatica	2 Clinical Evaluations
Pre-Diabetes	1 Clinical Evaluation

Pulmonary Htn/Cor Pulmonale	2 Clinical Evaluations
Pulmonary Htn/Cor Pulmonale with COPD	2 Clinical Evaluations
Rheumatoid Arthritis	1 Clinical Evaluation
Thrombo-embolic Disease	2 Clinical Evaluations
Ulcerative Colitis	1 Clinical Evaluation

FIGURE “B” -- Additional age-specific screenings

Cholesterol screenings every five years from ages 20-29 (typically done through a blood test in conjunction with the schedule of wellness physicals above.) every two years from Ages 40-50; every year from Ages 50 + [can all be done as part of physical]

Clinical breast examination for women by their health care provider and mammograms as recommended by your physician;

Cervical cancer screening every three years commencing at age 21

Colorectal screenings beginning at age 50 consisting of screening options as decided by your physician which options include colonoscopy no less than every ten years; CT colonoscopy which may be an appropriate alternative to a colonoscopy; or annual fecal occult blood test.

APPENDIX “F”
NOTICE TO EMPLOYEES REPORTING A WORK-RELATED ILLNESS/INJURY

Under Article 35.06 of your Union contract, if you have a compensable work-related illness or injury, you are eligible for up to fifty-two (52) weeks of Workers Compensation Leave. This notice contains important information about your rights regarding Workers Compensation Leave.

- The Workers Compensation Leave for each work-related illness/injury generally cannot exceed fifty-two (52) weeks in a two year period. You must use all of your available Family Medical Leave and Medical Leave first, and this time will be counted towards your fifty-two (52) weeks of Workers Compensation Leave. While you are on Workers Compensation Leave, you might be required to work in a light duty assignment.
- There is one circumstance in which your 52 week period might be extended. The collective bargaining agreement recognizes that sometimes employees may be delayed in returning to work due to delays in the insurance carrier’s approval of needed medical treatment and the new contract seeks to minimize those delays. If there is a delay of more than two (2) weeks in the approval of your claim or of treatment of your work-related illness/injury that has been ordered by your doctor, you may have a right to an extension of your fifty-two (52) week leave to make up for the delay. The extension will be equal to the number of days over fifteen (15) calendar days of delay that are caused by Foxwoods’ workers compensation carrier. Delays that are caused by you, your medical providers or your lawyer will not count.
- You should notify Foxwoods and the Union immediately if your claim or treatment has been delayed by more than two (2) weeks. While the contract includes a grace period – the parties understood that it might take as much as a month for you to inform the employer of the delay -- any time that you delay notifying Foxwoods that extends beyond fifteen (15) days following that initial month will also not count toward extending your Workers Compensation Leave. It is best to let Foxwoods know as soon as you possibly can so that the treatment approval process can be completed as soon as possible.
- You should notify the Union if you think you will need an extension of your Workers Compensation Leave. The Union will be responsible for notifying Foxwoods of your need for an extension.
- If you have any questions please contact the Union office at 860-892-9191.

SIDE LETTER / MEMORANDUM OF UNDERSTANDING
REGARDING GOVERNING LAW

The parties have agreed upon a Governing Law and Savings Clause that addresses what will occur if provisions of the collective bargaining agreement are deemed to be in conflict with Mashantucket Pequot Tribal Law. In the event that Mashantucket Pequot Tribal Law is hereafter changed to: (a) deny or materially restrict the union's current status as the exclusive representatives of employees in the bargaining unit; (b) deny or materially restrict the union's right to enter into or enforce a union security agreement; or (c) deny or materially restrict union access to bargaining unit members as agreed upon in the collective bargaining agreement, nothing in the collective bargaining agreement or any other agreement between MPGE and the Union shall be asserted by MPGE to constitute a waiver of any right the union may claim to have to pursue other remedies. Further, entering into this memorandum of understanding is not an acknowledgement by MPGE that other remedies exist.

s/
For the Employer

s/
For the Union

ENVIRONMENTAL TOBACCO SMOKE SIDE LETTER

1. The Employer acknowledges that environmental tobacco smoke (ETS) exposure is a significant health concern to bargaining unit members. While the parties disagree about the solution to this issue, they agree to continue to meet and confer in an effort to address each others' concerns.
2. Employer has committed to take reasonable measures to convert Pit 10 into a dedicated non-smoking area. This will be accomplished within sixty (60) days of the date hereof at which time the former Pit 5 will become a smoking gaming area. If the average drop per unit per month among the Blackjack and Roulette tables in Pit 10 diminishes by the larger of 20% of its current drop, or 1.2X the percentage decrease in average drop per unit per month among the Blackjack and Roulette tables in Pits 3 & 4, when comparing against the same month for the year preceding the change, the Employer may revert Pit 10 to a smoking gaming area. Before making any such change the Employer shall consult with the Union and come to an agreement as to an appropriate alternative area or other way of providing a smoke-free employment environment to dealers or dual rates needing accommodation in accordance with the provisions of this side letter.
3. The Employer acknowledges, among other things, a commitment to the State of Connecticut regarding non-smoking areas and improved air quality. Consistent with that Agreement, the Employer shall meet and confer with the Union upon request concerning the feasibility of various controls to limit bargaining unit member exposure to ETS. Controls which the parties shall consider and discuss may include, but are not necessarily limited to, appropriate and effective location, design and ventilation of a non- smoking gaming area or areas, and ventilation and other remediation efforts in the smoking areas of the casino including the dealers' lounge and other "back of the house" areas frequented by employees.
4. The Employer shall make reasonable accommodations in any existing smoke-free areas for dealers with documented chronic respiratory conditions, pregnancy, or other serious medical need for a smoke-free environment upon request.
5. The Employer shall continue to support employee health and fitness, including tobacco cessation education and programs. In addition to the issues indicated above, the parties shall meet and confer to discuss the expansion of non-smoking sections in back of house employee areas.
6. With the assistance of UAW industrial hygiene experts, within sixty (60) days of the effective date of the Collective-Bargaining Agreement, the parties will agree on a reasonable protocol for regular monitoring and testing which will allow the parties: (1) to identify the extent of employee exposure to second hand smoke including but not limited to the ultrafine particulates which are components of second hand smoke; and (2) to evaluate ventilation and other physical plant issues which may accentuate, or reduce such exposures. To the extent possible, bargaining unit employees will be trained to assist in carrying out the appropriate monitoring and/or testing functions.

SIDE LETTER ON APPEARANCE ISSUES

For those current employees in the Foxwoods table games and poker sub-departments who, as of January 29, 2010, had hair length and/or facial hair that are not in compliance with sub-paragraphs g and/or h of the Appearance Standards Article, the following standards shall apply:

- Clean and well kept hair with color of natural shades. Extremes in hairstyles, coloring, or ornamental accessories (i.e., designs, logos, initials, etc. cut or colored into hair) are not permitted. Hair should not cover the employee badge or block vision or create a safety hazard.
- Neatly trimmed hair on men cut to the bottom of the shirt collar or if longer, pulled back into a ponytail or braid preferably no longer than the middle of the back so as not to cause a health or safety concern.
- Clean shaven or neatly trimmed beards not to exceed 1/2", mustaches not to exceed 1/2" beyond the corner of the mouth or sideburns. Facial hair must be grown during extended periods away from work and must be fully-grown when reporting back.

For those current employees in the Foxwoods table games and poker sub-departments who, as of the effective date of this Agreement, have a tattoo on an area of the face or body that cannot reasonably be covered during working hours, said tattoo shall not be cause of discipline or negative treatment under sub-paragraph m of the Appearance Standards Article.

The entirety of the Appearance Standards Article, including sub-paragraphs g and h, shall apply to such employees if they are transferred to the MGM table games sub-department.

ARTICLE 57 -- SIDE LETTER ON RESOLVING DEAD SPREAD ISSUES

Article 57 Section .05 of the Collective Bargaining Agreement requires the employer to make reasonable efforts consistent with the scheduling provisions of the agreement to reduce the number of inactive hours which have a negative impact on the Toke rate. In an effort to minimize disputes under this provision, the employer and the union agree to meet within 30 days after the effective date of the agreement to negotiate in good faith resolving issues surrounding dead spreads. If the parties cannot agree to a solution on an issue, within three (3) days, the union may file a grievance to be heard on an expedited basis by an arbitrator from the panel listed in the parties' CBA. The arbitrator's authority shall be limited to issuing an award which would not impose substantial costs to the employer which cannot be prevented by reasonable scheduling practices consistent with the contract taking into account the employer's reasonable business projections.

Extras who are unassigned after 60 minutes shall be paid special assignment rate from that time until they are assigned or released from work.

Whenever a table in the poker department is locked with more than 10 minutes left in the dealer's assignment to that table, the dealer shall report immediately to the Dealer Coordinators for assignment (e.g., to a new table, to be sent on break, etc.).

MEDICAL LEAVE SIDE LETTER

A person recalled pursuant to Article 35.07 who had a suspension active in his or her file at the time the medical leave commenced will have that suspension remain active in his or her file for the time that was remaining in the active year when the leave began, or for three months, whichever is shorter.

SIDE LETTER REGARDING DAILY TOKE REFERENDUM

In connection with Article 57.03 of the Agreement, the parties agree further:

1. The parties will cooperate fully in order to effectuate the results of the Daily Toke referendum described in 57.03.b.
2. The parties shall meet and confer promptly upon notification by the Union of its desire to exercise its rights set forth in 57.03.d., to explore whether adjustments other than a full Rebid might suffice.
3. The additional Rebid described in 57.03.d. shall be without prejudice to either party's positions about the rules for initiating or conducting rebids in circumstances where the percentage or type of weekend day off pairs exceeds contractual requirements.
4. The additional Rebid shall also be without prejudice to either party's position as to any other pre-existing contractual requirements or obligations. Section 57.03.b.iii applies to the additional Rebid.

SIDE LETTER REGARDING POKER ROOM/TOURNAMENT ASSIGNMENTS

In connection with Articles 5.15.h and 58.10 of the Agreement, the parties agree further as follows:

In the event the Employer experiences an increase in overtime reasonably attributable to the operation of Article 5.15.h., the Employer shall have the option of reverting back to the previous system for Poker force-outs.

In the event that the Employer exercises this right, Article 58.10 shall be revised to state as follows:

.10 Room/Tournament Assignments:

- a.) Except for those dealers who have signed the tournament list described in the following sub-section, full-time dealers, and following that regular part-time dealers, shall be scheduled for live action first, according to seniority, except that management will take into account the preference indicated by full-time and regular part-time dealers in accordance with paragraph b. of this section. Flexible part-time dealers will be randomly assigned to fill remaining scheduling slots in live action and tournaments.
- b.) Full-time and regular part-time dealers shall be allowed to add or remove their names from the tournament request list twice per a year: during the first week of January and the first week of July. Dealers on the tournament list will have all starts scheduled in tournament.
- c.) Where possible, dealers will be sent back to the room from tournaments by time start, beginning with the earliest time starts, unless a dealer has signed a daily "stay in tournament sheet." (For example, management may bypass the dealer with the earliest time start in the tournament where sending that dealer back to live action would result in the dealer tapping him/her out to deal more than three tables without a break.)
- d.) Any dealer who believes he has been kept in tournament inconsistently with the foregoing should notify a Shift Manager at the next push.

SIDE LETTER REGARDING ASSISTANT FLOOR SUPERVISORS

The parties acknowledge that the Assistant Floor Supervisor ("Dual Rate") position historically has performed some of the game supervision (or "flooring") functions performed by Floor Supervisors. At various times during Foxwoods' history the Assistant Floor Supervisors collectively have performed flooring functions more frequently than at other times, and at times that frequency has increased and decreased on a seasonal or situational basis.

It is the intent of the parties that Assistant Floor Supervisors continue to perform the important functions they have historically performed, consistent with the foregoing.

The parties recognize that if there is a substantial diminution in flooring shifts available in the Gaming Department, the minimum scheduling requirements set forth in paragraph b(i) could cause adverse consequences to both parties. The parties commit to meet and confer in an effort to minimize such consequences through changes which are consistent with the foregoing and the language of the agreement, and/or by considering each other's suggestions for modifications which would lessen those adverse consequences.

The language of Article 5.08.b.i. is not intended to provide grounds for the filing of individual grievances each time an Assistant Floor Supervisor is scheduled fewer than two flooring shifts in a given week. Nor is it intended to preclude management from "sitting down" Assistant Floor Supervisors when operational circumstances warrant. Grievances for violation of Article 5.08. b.i. shall only be entertained after a preliminary meeting between the Local Union President and the Employer's Vice President of Gaming (or his/her designee) has failed to resolve any related dispute.

SIDE LETTER REGARDING ATTENDANCE ISSUES

In connection with Article 18.03 of the Agreement, the parties agree further:

The Employer will continue its practice of issuing only a single point for an employee's first No-Call, No-Show if the absence is due to good faith confusion or error regarding the employee's schedule.