



Dealers Unit

Contract Summary

THE
LINQ

UAW Local 3555

March 2nd, 2016

Highlights:

- **New Wage increase across the board with up to 4.4% or \$.33 cents in the first 7 months.**
- **Guaranteed raises every year for all employees.**
- **Employee parking improvements.**
- **Gratuity share resistance language**
- **Just Cause required for discipline.**
- **BOR eliminated and replaced with fair & impartial grievance, mediation and arbitration.**
- **Extra paid personal day off each year.**
- **New PTO Rollover procedures and payout benefits**
- **Mandatory meeting exclusion letter**
- **Uneven break rotation and lock in reduction letter.**
- **Seniority provisions**
- **Bereavement improvements**
- **Improvements to Jury Duty and pay for Court proceedings.**
- **Buzz session penalty reduced.**
- **Customer Complaint language**

A Message to our UAW Dealers at The LINQ

On February 25th, 2016, after months of ongoing contract discussions, your UAW bargaining team was successful in reaching a tentative 3.7 year agreement. One of the major concerns the bargaining team had involved merit pay and the breakdown and/or benefits of such a plan compared to guaranteed raises for all employees. We found through accurate company data that there was a large disconnect on what was factual and what was myth on how merit pay really benefited as a whole. Statements such as, merit pay potentially paid out 2% to 4% raises each year for top earners gave a false hope as our discovery found some startling truths. On average, less than 10 employees out of an estimated 287 employees actually benefited from merit pay. The vast majority of Dealers has never seen more than an average of \$.02 to \$.03 cents per year for the life of their employment based on current minimum wage standards. In some cases it took our longest veterans over 30 years just to gain sub standard improvements. Your bargaining team was able to achieve more money in the first 7 months of the contract, which would have taken the average merit system employee over 11 years to achieve. Similarly, total package of raises in 3.7 years would have taken the average merit system employee over 22 years to gain the same. This is a massive improvement in the length of time it takes from the previous merit pay versus a UAW contractual rate guaranteed to all employees and not just a small few.

Your bargaining team strategized a long term goal on how best to strengthen our bargaining power. Having multiple contracts at several houses ending on multiple dates creates a negative impact overall. We are stronger in numbers and better as a whole versus being separate. It makes it challenging to overcome improvements when different properties are being compared and/or create a pattern bargaining scenario which could result negatively for Dealers. Lining our contracts up with several houses creates a playing field where we are all pushing forward together instead of separate. Overall it is a great achievement and a positive move for future negotiations.

The vote will be conducted Friday March 11, 2016 at the LINQ Casino In Ballroom C located on the 6th floor from 9am to 1pm and 6pm to 10pm. Any questions will be answered at that time.

Your bargaining team supports a **“YES”** vote in favor of ratification.



NEW WAGE RATE INCREASES ACROSS THE BOARD

Across the board increases in base rates for all Dealers were demanded and won at the bargaining table:

- ◇ The contract totally abolishes the sporadic “merit” system including the required and often biased yearly performance reviews.
- ◇ It guarantees “year over year” growth in guaranteed base rate increases for all Dealers.
- ◇ Future Full-time and Part-time Dealers will also benefit from guaranteed raises on October 1st of each year after hire. Future hires coming to the LINQ can be assured they will also receive guaranteed raises at set and known internals.
- ◇ Part-time Dealers who were frozen at federal/state minimum wage rates for years will also receive these raises. For 100% of these Dealers, this will be their first increase in Part-time rates since the Nevada State Constitutional change of 2004/2006 caused an increase though a paced 2007-2009 federal minimum wage increase.
- ◇ For the first time ever, Part-time Dealers who subsequently transition to Full-time will keep their grandfathered first raise on their transfer to Full-time, as well as receive all future guaranteed raises.
- ◇ The first raise will be immediately effective and retroactive February 26th, 2016, with a second raise commencing 7 months later on October 1st, 2016. This will effectively place the Dealers back into a normal cycle. Therefore the first year of the contract effectually raises the base rate of all Full-time and Part-time Dealers by \$0.33 within 7 months of ratification.
- ◇ Protective Clause: In the event of any future State of Nevada increases “carve out”, the increase received on February 26th and all prior merit will be grandfathered.

Year	Date	Amount	Description	Total	Yearly Total	Compound Yrl Total
2016	Feb. 26th	\$0.20	Retro Base Raise	\$249.60		
	10/01/2016	\$0.20	Carry Over	\$416.00		
	10/01/2016	\$0.13	Base rate Increase Personal day value	\$270.40 \$174.00	\$1,111.00	\$1,111.00
2017	10/01/2017	\$0.33	Carry Over	\$686.40		
	10/01/2017	\$0.13	Base rate Increase Personal day value	\$270.40 \$174.00	\$1,130.80	\$2,240.80
2018	10/01/2018	\$0.46	Carry Over	\$956.80		
	10/01/2018	\$0.16	Base rate Increase Personal day value	\$332.80 \$174.00	\$1463.60	\$3,704.40
2019	Annvsry 9/30		Personal Day Value	\$174.00	\$1,463.60	\$3,8740

*assumes Full-time with no overtime in calculation



EMPLOYEE PARKING IMPROVEMENTS

The dealers had great concern about their safety and security in the parking area. The parking area in general had no assigned designated area that was clearly marked as employee parking. Although it is a challenge to police all guest from entering or exiting assigned parking areas, a clearly visible marked parking area creates not only a deterrent from unauthorized vehicles but creates a more safe environment. The Employer has agreed and shall provide a secure and safe parking that is convenient in proximity to the LINQ. The Employer will maintain clear visible markings, posting and/or signs identifying location(s) designated as the employee parking area. With 24/7 operation, it is imperative that adequate security/patrols are routing to ensure the safe arrival and exit of the employees.

EXTRA PERSONAL DAY “WITH PAY” GAINED EACH YEAR

Your bargaining team delivered on another main request of the Dealers for additional paid time off in the form of a paid Personal Day to be added to your PTO

- ◇ On the anniversary date of employment, bargaining unit employees shall receive one (1) Personal day off to be taken prior to the next anniversary date.
- ◇ Part-time employees shall receive pay for the Personal Day off on a pro-rated basis from previous year’s hours.
- ◇ Personal Day’s must be taken as a whole day and can be requested in the Virtual Roster under leave: Personal Day.

PART TIME PAID BEREAVEMENT WON

It is only fair that our Part-time Dealers be treated with the same dignity and respect in the event of a loss of a loved one. Previously Part Time Dealers were only excused from work without pay.

- ◇ Regular Part-time Employees will be allowed up to three (3) days off with pay at the hourly rate for the death of a spouse, parent (including step parent), or child (including step children and son/daughter-in-law), grandparents, grandchild, brother, sister or spouse’s parent or any authorized legal guardianship to attend the funeral or personal matter surrounding the death.
- ◇ Full-time Employees will remain at five (5) days.

“VOLUNTARY” EMPLOYEE BENEFITS PROTECTED BY JOINT PROVISIONING

Certain additional benefits enjoyed by the Dealers are considered “voluntary” on the Employer’s part, and can be modified, discontinued or even have new programs introduced. The Union fought to ensure that if any changes are made to these programs outside of the contract, that they are made equally and in the same manner it provides these programs to non-represented employees.



JURY DUTY, COURT AND ADMINISTRATIVE PROCEEDINGS

- ◇ Jury Duty: Dealers will be paid up to 8 hours pay at base rate for hours lost due to jury duty, for up to 30 days during the life of the agreement, and up to 45 days for Grand Jury.
- ◇ Dealers who work swing or graves shall have the choice to work his/her shift immediately before or after the time he/she is first to report to jury duty.
- ◇ If Dealers are required by the Employer to testify or appear at any administrative hearing or court proceeding on behalf of the Employer they shall be compensated at House paid toke equal to the hourly rate of tokes paid that day plus hourly wage for lost time from work and any expenditure incurred.

PTO LANGUAGE AND 90 DAY CARRYOVER BEYOND EXPIRATION

- ◇ PTO CARRYOVER: A Dealer shall be granted an extension to use his/her paid PTO if three or more denials are recorded within an anniversary year. A request in writing can be made for a 90 day extension prior to the anniversary date to prevent PTO loss from repeated denials.
- ◇ Employees terminated or quit for reasons other than gross misconduct shall be entitled to unused PTO pay.
- ◇ PTO requests for days off of at least one week may be submitted 12 months in advance and will be granted based on Classification seniority. Requests of less than one week are on a first come basis.
- ◇ The Employer shall enter the status of all PTO requests within 14 days of submission.

JOBS, JOB POSTINGS AND TRANSFER

Open positions for shift.

- I. The open position for shift shall be posted for a bid for three (3) days. The senior Full-time Dealer will be awarded the new shift provided they have the skills and qualifications to efficiently perform the work.
- II. The resultant opening from the awarded bidder shall be reposted again two (2) times (initial opening bid, secondary vacancy, tertiary vacancy) as long as bidders remain.

Part-time to Full-time Openings: Where a vacant "Full-time" Dealer position remains open and is subsequently deemed a remaining "open full-time position" by Management, the Employer shall post the opening for all Part-time Dealers interested in becoming Full-time. The senior Part-time Dealer shall be awarded the Full-time opening provided they have skills and qualifications to efficiently perform the work.

The resultant Part-time vacancy (from a transfer to Full-time) shall first be bid to existing Part-time Dealers prior to filling transfers or hires.



GRATUITY TRIGGER ALTERED - HUGE VICTORY OVER CURRENT STANDARD

A main concern of your bargaining committee was protecting the token pool from being mandated by contract as to distribution of tokens to non-Dealer personnel. The UAW was hugely disappointed by other existing contracts within Caesars properties that mandated gratuity share of 15% with Management “triggered” if any casino on the Las Vegas Strip having 50 or more table games other than Wynn, Encore or Caesars affiliated should decide to adopt a similar policy to that of Wynn. **Alarmingly, that contract trigger was pulled when SLS opened with a policy mandating 30% daily Dealer gratuity share with renamed “Management” and Boxmen.** Each of those contract locations are now free to implement a 15% token share immediately and contractually! Even more alarming, is the fact that non-Union locations like SLS can exceed 30% and beyond under the ruling. There is no limit! The UAW and your bargaining team resisted putting the same 15% already triggered language in a UAW contract. This virus must not spread. Other casinos on the Strip are all vulnerable to this appalling thievery of your hard earned tokens and Dealers should not be fooled into thinking that their token by-laws alone will save them from required sharing. That can only be achieved by a binding union contract preventing such actions.

The UAW fought the previous contract standard set by others. As we stated, the trigger in those particular contracts is already pulled and would be comparable to placing a loaded gun in the hands of a would be token thief! After studying the ruling from the 9th District Court of appeals, the UAW decided to set a standard that would assure our LINQ membership it would not reach a trigger during the lifespan of this contract.

The Employer agrees to not implement this provision for an expanded token distribution until such time that the Dealers average hourly rate and average daily token combined equals the average wage for a Table Game Supervisor. The formula for calculating the Dealers average hourly rate is the sum of all hourly wages divided by the number of Dealers and the year-end sum of the daily tokens paid during the calendar year divided by the number of days paid in the calendar year. The average wage for a Full-time Table Game Supervisor is the total of all salaries divided by the number of Supervisors. This formula would be required to be triggered at each Caesars properties individually within Vegas for them to consider implementation on any single property. Most Caesars properties are far below this formula, but in the event that such trigger came to be, the Employer is required to sit down and bargain the effects of such conditions, and with no set or predetermined percentage amounts would be subject to grievance and arbitration proceedings!

The Union and Employer agree to meet and bargain over the effects of such a decision by the Employer on the bargaining unit members prior to any change in the token distribution.

In closing, the UAW wants to be very clear that we want to end this previously set standard, and prevent it from spreading further. **We firmly believe Dealers tokens are Dealers property.** This language serves through the life of the agreement and sets your piece of mind at ease that your tokens will remain “yours”



FAIR AND NEUTRAL DISCIPLINARY GRIEVANCE AND ARBITRATION

More important than any other contract provision is the Grievance and Arbitration process, giving each and every Dealer the right to NOT be discharged or disciplined without just cause.

- ◇ Totally replaces the Employer controlled Board of Review disciplinary appeal process with a fair and neutral party.
- ◇ Recognized Dealers rights to elect two (2) Shop Stewards per shift and a sufficient number of Alternates.
- ◇ Allows Stewards released to represent Dealers when they are being subjected to discipline for a reasonable amount of time without loss of pay.
- ◇ Grants Stewards reasonable access to represent their members while investigating grievances.
- ◇ No regular Full-time and Part-time Dealer who has completed their probationary period shall be discharged, suspended without pay, final warning or other disciplinary action without “just cause”.
- ◇ Discipline will be progressive and corrective in nature, including Informal Entry, Documented Coaching, Written Warning, Final Written Warning, Suspension and Discharge.
- ◇ No Dealer will be discharged without first receiving one lessor form of progressive discipline (does not include serious violations such as drug or alcohol, gross insubordination and willful violation of rules of conduct as outlined).

SENIORITY, FORCE OUTS, LAYOFF & RECALL

- ◇ Force outs (if any) to be rotated by reverse seniority with no more than one I per pay period.
- ◇ Classification seniority shall be defined as length of continuous service from the Dealers last employment date with the Employer in years, months and days within the bargaining unit. The Dealers classification, Regular Full-time or Regular Part-time, will be determined on which seniority list the dealer is accruing seniority. When two or more Dealers have the same classification seniority date, then the Dealers seniority shall be assigned by the most senior House seniority and if required a further tie breaker will be based on the four (4) digits at the end of their social security number. The lowest four (4) digits shall be assigned the highest seniority and so on.

In the event of a reduction in force, employees shall be laid off or recalled by specific work location within the Table Game Departments. The parties agree that all of the Dealers in the bargaining unit are employed in one or more of the following work locations: (a) LINQ General Casino, (b) LINQ Themed pit or (c) seasonal pool positions. Employees within the affected work location above will be laid off by reverse House seniority in the following order: (i) Probationary Part-time Dealers, (ii) Probationary Full-time Dealers, (iii) Regular Part-time Dealers, (iv) Regular Full-time Dealers.



MANDATORY MEETINGS AND REDUCED BUZZ SESSIONS POINTS

The Employer will endeavor to schedule at least three (3) sessions for any mandatory meetings to accommodate employee schedules. If the Employer is unable or does not schedule three (3) sessions for mandatory meetings, the employee will not be penalized, receive attendance points, or be disciplined for failing to attend (i.e., clock in as proof of their presence) such meeting if it is scheduled:

- a. Beyond sixty (60) minutes from their scheduled start or end time for days; or
- b. On the same day of any awarded Early Out or Forced Out; or
- c. On a scheduled or approved day off.

Employees excluded under (a), (b) or (c) of the Section may voluntarily attend such mandatory meetings and clock in.

Buzz Sessions: Employees are responsible to attend one (1) Buzz Session per week unless they are excused by Department Management to include receiving an Early Out prior to the time of the Buzz Session. Employees not attending the Buzz Session will receive one-half (1/2) point for missed Buzz Sessions.

SCHEDULING FOR BREAKS AND LOCK-IN ROTATIONS

The parties agree that wherever an uneven amount of breaks is normally dispersed among a group, that a process should be in place to ensure a fair rotation. Management agrees to work with the Union to develop such process within 45 days of ratification.

The parties have also agreed that lock-ins are an appropriate subject for Labor Management cooperation meetings. Where lock-ins occur some of the prevention items discussed can be implemented such as:

- a. Variations to scheduling shall be utilized whenever possible to prevent lock-ins.
- b. Where a lack of skill are identified as contributing to ongoing lock-ins in a string, management agrees to offer appropriate training classes to attempt to alleviate the condition.
- c. Sufficient Dealers shall be scheduled for Craps crew to alleviate conditions.
- d. Roadmap adjustments shall be made whenever possible to alleviate lock-ins.

The parties agree to discuss these occurrences and their causes, and to work jointly to lessen and/or prevent their reoccurrence.



POLICY, RULE AND REGULATION CHANGES

- ◇ The employees and the Union will be given reasonable advanced written notice of changes or new rules and procedures. In addition, the Union will receive fourteen (14) days advanced written notice of disciplinary rule changes. Upon the Union's request, the parties shall meet and discuss the same. The Employer cannot implement the changed disciplinary rules in the event that such discussion has not concluded and/or issues or objections are unresolved. The reasonableness of any rules, regulations and procedures provided for herein, are subject to the grievance procedures of this agreement.

CUSTOMER COMPLAINTS

Customer Complaints: When an employee is subject to discharge based on a customer complaint, the Employer may request that a Union Representative be present in the event that the Employer contacts the customer to inquire about the details of the customer complaint. The Union may submit written questions to the Employer for its use in the telephone conversations.

Additionally, in the instances where the violation is a skip level step of discipline or a customer complaint where the infraction is not recorded by surveillance video, the grievance may be advanced to mediation.

Your LINQ Dealers Unit Bargaining Team

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**your VOTE
is your VOICE**



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