



Flamingo  
LAS VEGAS

# DEALER UNIT CONTRACT SUMMARY

UAW Local #3555

April 20th, 2015

## HIGHLIGHTS:

- New wage increases across the board with \$0.29 in first 6 months
- Over \$5,000 per Full Time Dealer over term
- Just cause required for discipline
- BOR eliminated- Fair and impartial grievance, mediation and arbitration
- Gratuity share resistance language
- Five Personal paid days off added
- Buzz session penalty reduced
- New Shift and Days Off bid procedure
- PTO carryover 90 days beyond expiration for repeat denials
- Wage rate grandfathering and overtime protection
- Seniority provisions for layoff and recall
- Paid Bereavement for Part Time
- Improvements to Jury Duty and pay for Court proceedings
- Mandatory meeting exclusion language
- House matched tokens for grievance payments and tournaments
- Uneven break rotation and Lock in reduction letter
- Customer complaint language

## A MESSAGE TO OUR UAW DEALERS AT FLAMINGO

On April 8th, 2015, after months of ongoing contract discussions, your UAW bargaining team was successful in reaching a tentative 4.5 year agreement with Flamingo Las Vegas. This agreement “breaks the chains” that for so long have held Dealers captive as “At Will Employees” and pinned down their wages. Many of our Full Time and Part Time Dealers were frozen at minimum wage, effectually leaving Dealers going backwards as inflation continued. The economy has negatively affected discretionary customer spending, and it is no secret that this company is facing financial uncertainty. At the same time, a dismal practice has begun to spread across the Vegas strip, taking upwards of 30% of Dealers daily tokens and sharing them with renamed “management” personnel. While they may also deserve a raise, it should not be the Dealers who bankroll it out of their tokens! A line had been drawn by others which effectually set the standards for Vegas Dealers way too low, inevitably holding all Vegas Dealers from progressing.

Despite these significant challenges in a seemingly “perfect storm”, your elected team’s persistence at the bargaining table allowed them to deliver a superior agreement with guaranteed gains in base wages “across the board” - averaging a nearly 10% increase in base rates over the next 4.5 years, and thereby setting a firm foundation for future growth built on guaranteed year over year raises.

The UAW understands that the Dealers are the lifeblood of any casino and a majority of the hourly workforce. Dealers should not have to hang their hopes on increases in state or federal minimum wages as their only hope for a raise. You collectively demanded change and a voice in your futures when you voted for union recognition. That is why the UAW is proud that you chose to add the Flamingo Dealers to our ever growing membership of over 11,000 represented and recognized UAW Dealers in Michigan, Ohio, Connecticut, Indiana, Rhode Island, New Jersey, Maryland and now Las Vegas. As we continue to grow in Dealer numbers, all of our Dealers grow together in bargaining strength. Flamingo Dealers will now be supported by your own elected officials, your new UAW Local 3555 right here in Vegas, the strength of UAW Region 5 covering 17 states, the UAW International Gaming Department and our strong UAW Legal Department. Additionally, the UAW’s Gaming Council brings the Dealer’s own elected leaders together to discuss Dealer issues in common, help form first agreement parameters and sets future strategic goals for upcoming contracts across all states. Together we will surpass that previously drawn line in the Vegas sand, and collectively we will set a new standard on the Strip with “guaranteed raises” and real “job security” requiring just cause for discipline. We welcome our new UAW brothers and sisters, and we proudly present your first tentative agreement.

**The vote will be conducted this Friday April 24th, 2015 on property in the Dealer’s Lounge from 9am until 1pm and 6pm to 10pm. Any questions will be answered.**

Your bargaining team has prepared these highlights in order to give the membership ample time to review them prior to voting. This document summarizes the tentative agreement reached with Flamingo Las Vegas. Please review it carefully. Copies of the actual language will be available at the explanation meeting for all to review.

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 Flamingo can rest assured they will also receive guaranteed raises at set and known intervals.
- ◇ Part Time Dealers who were frozen at federal/state minimum wage rates for 6 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 through 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 (see next section) on their transfer to Full Time, as well as receive all future guaranteed raises.
- ◇ This first raise will be immediately effective and retroactive to March, 1st 2015, with the second raise commencing within 6 months on October 1st, 2015. This will effectively place the Dealers back into a normal cycle. Therefore the first year of the contract effectually raises the base rates of all Full Time and Part Time Dealers by \$0.29 within 6 months of ratification.
- ◇ Protective Clause - In the event of any future State of Nevada increases “carve out”, the increase received on March 31st and all prior merit will be grandfathered (see next section for explanation)

YEAR	DATE	AMOUNT	DESCRIPTION	TOTAL	YEARLY RUNNING	
					TOTAL	TOTAL
2015	Mar 1st	\$0.16	Retroactive raise	\$190.40		
	10/1/2015	\$0.13	Base rate increase	\$147.90		
	Annvsry		Personal day value	\$150.00	\$488.30	\$488.30
2016	10/1/2016	\$0.13	Carryover	\$443.70		
			Base rate increase	\$214.20		
	Annvsry		Personal Day value	\$150.00	\$807.90	\$1,296.20
2017	10/1/2017	\$0.13	Carryover	\$642.60		
			Base rate increase	\$280.50		
	Annvsry		Personal Day value	\$150.00	\$1,073.10	\$2,369.30
2018	10/1/2018	\$0.20	Carryover	\$841.50		
			Base rate increase	\$382.50		
	Annvsry		Personal Day value	\$150.00	\$1,374.00	\$3,743.30
2019	Annvsry		Personal Day value	\$150.00		
			Carryover through 9/30	\$1,147.50	\$1,297.50	\$5,040.80
<b>NEW CONTRACT NEGOTIATED BEFORE 9-30-15</b>				?	?	?

\* **\$5,040.80 per Dealer over term**

\* Assumes Full time with no overtime in calculations



## GRATUITY “SHARE” 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 tables 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 that 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 bylaws 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 rulings from the Supreme Court and the Labor Commissioner, **the UAW decided to set a trigger that would assure our Flamingo membership it would not be pulled during the lifespan of this contract, by utilizing a formula that would require each Dealer's total wages to go up approximately \$11,000 a year before we would ever be required to sit down and bargain the effects of such a condition, and even then with no set or predetermined percentage amounts, and subject to grievance and arbitration proceedings!**

The Employer agrees to not implement this provision for an expanded Token distribution until such time the Dealer's average hourly rate and average daily token combined equals the average wage for a Table Games Supervisor. The formula for calculating the Dealer's 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 that calendar year. The average wage for Full time Table Games Supervisors is the total of all salaries divided by the number of Supervisors.

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 Dealer's tokens are Dealer's property.** This language serves through the life of the Agreement as your piece of mind that your tokens will remain “yours”.

## 5 ADDITIONAL DAYS OFF– PERSONAL DAYS “WITH PAY” GAINED IN 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.

## BUZZ SESSIONS PENALTY FOR MISS REDUCED TO 1/2 POINT

- ◇ 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 the missed Buzz Session, which is a



## **JOBS AND JOB POSTING PROCEDURE TRANSITIONED TO BID PROCESS**

- ◇ Days Off within the shift. The primary opening for particular “days off” only, will be posted for bid and open only to Dealers on that same shift. The senior bidder will be awarded and this process shall repeat a total of three (3) times as long as bidders remain.
- ◇ Open position for shift.
  - i) The Current “Sign-Up Book” for shift change shall be phased out and limited to the top five (5) FT Dealers who signed up for each of the requested shift changes being “grandfathered”. Either acceptance or decline of the vacant shift decreases the grandfathered Sign-Up Dealers until exhausted, then in each instance and henceforth;
  - ii) The open position for shift shall be posted for bid for three (3) days. The senior Dealer will be awarded the new shift provided they have skills and qualifications to efficiently perform the work.
  - iii) The resultant opening from the awarded bidder per 18.01 (b) (i) or (ii) above shall be reposted through 18.01(a) and (b) again up to two (2) times ( initial opening bid, secondary vacancy, tertiary vacancy) as long as bidders remain, prior to 18.02 offer to Part Time Dealers.
- ◇ Part Time to Full Time Opening - Where a vacant “Full Time” Dealer position remains open after following the steps above 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
- ◇ The resultant Part Time vacancy (from a transfer to Full time) shall first be bid to existing Part time Dealers prior to filling with transfers or hires.

## **UAW TO PURSUE HEALTHCARE OPTIONS FOR UPCOMING BENEFIT YEAR**

- ◇ Due to the timing of the benefit enrollment window closing prior to this tentative agreement, we look forward to the next opportunity for change in 2016 jointly with the Employer across all locations covered under this corporate policy, with a goal of reducing every employees costs and lessening any inflation-based future increases which may be realized.
- ◇ It is important to note that our experience is second to none in this area, since the UAW is the holder of the largest VEBA trust fund in the world, and also remains the largest non-governmental purchaser of retiree healthcare in America.

## **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 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 first come basis up to 60 days in advance
- ◇ The Employer shall enter the status of all PTO requests within 14 days of submission.



## WAGE RATE “GRANDFATHERING” AND OVERTIME “OVER 8” PROTECTION

In the event of the eventual passage of Nevada Senate Bill 193 and Joint Resolution 6, your bargaining team wanted to protect a negotiated portion of the increases to be maintained, as well as protect overtime.

- ◇ The wage rate increase realized immediately (\$0.16/hr) IN ADDITION TO any amount each Dealer currently receives above minimum wage shall be considered as merit that would be maintained as a differential to the applicable Minimum Wage . For example, a Dealer Currently at \$7.65 would receive an additional \$0.16 for a total of \$7.81. Should the Minimum Wage rate raise to \$8.00/hr, the Dealer would maintain the amount over the previous Minimum Wage (\$0.56 grandfathered as merit) and his/her new rate of pay at the effective date of the revision would be \$8.56
- ◇ Any hours worked over eight in one day will remain protected at 1 1/2 rate regardless of the passage of Senate Bill 193. Your bargaining team had the foresight to untie the Nevada statutes in our tentative agreement.

## MISCELLANEOUS

- ◇ Employee Parking and Lot Security - Union to be involved in security frequency and patterns in the employee parking lot to ensure safety for Attendants Additional assurance if lot A, B or C become unavailable for construction, special events etc, the Employer will continue to provide alternative free offsite parking.
- ◇ Employer shall provide the Entertainment Dealers with one (1) pair of specialty stockings that are unique to the themed costume every two (2) months.
- ◇ Dealers wishing to purchase an additional shirt above current amounts may do so at cost through wardrobe.
- ◇ Supervisory or non-bargaining unit employees shall not perform bargaining unit work at any time,
- ◇ Time Clocks were added for Dealer convenience of clock in, clock out and reduction of excess time drain on token pool and clock in/clock out disciplinary policy revised.
- ◇ License Reinstatement– if within 30 days following license termination or forfeiture the Gaming Control Board reverses its decision, the Dealer will be reassigned to his previous or comparable position

## POLICY , RULE AND REGULATION CHANGES

- ◇ The 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 rules 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 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 the grievance procedures of this Agreement

## “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.

## SENIORITY, FORCE OUTS, LAYOFF & RECALL

- ◇ Force outs (if any) to be rotated by reverse seniority with no more than one 1 per pay period
- ◇ Classification Seniority shall be defined as length of continuous service from the Dealer's last employment date with the Employer in years, months, and days within the Bargaining Unit. The dealer's classification, Regular Full Time or Regular Part Time, will determine on which seniority list the dealer is accruing seniority. When two or more dealers have the same seniority date, then the dealer's seniority shall be assigned by the most senior House seniority and if required a further tie breaker, 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 reduction in force, employees shall be laid off or recalled by specific work location: (a) Margaritaville Casino General, (b) Flamingo Casino General, (c) Flamingo Themed Pits or (d) 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

## 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's complaint. The Union may submit written questions to the Employer for its use in the telephone conversation.

Additionally, in 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 as outlined in Article 23.04 (a).

## 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 they were only excused from work without pay. Henceforth:

- ◇ 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 parents), same sex partner or child (including step children and son/daughter-in-law), grandparent, grandchild, brother, sister or spouse's parent or any authorized legal guardianship to attend the funeral or personal matter surrounding the death .
- ◇ Note : Full Time Bereavement remains at five (5) paid days

## 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.
- ◇ A Dealer required by the Employer to testify or appear at any administrative hearing or any court proceeding on behalf of the Employer shall be compensated a 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.



## 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
- ◇ Recognizes Dealer's rights to elected two (2) Shop Stewards per shift and a sufficient number of Alternates.
- ◇ Allows Stewards release 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 warnings or other disciplinary action without "just cause"
- ◇ Discipline will be progressive and corrective in nature, including Informational Entry, Documented Coaching, Written Warning, Final Written Warning and Suspension or Discharge.
- ◇ No Dealer will be discharged without first receiving one lesser 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)
- ◇ Whenever a more serious violation occurs of the slot policy and procedures manual, variance, discrepancy, anti-money laundry, Title 31 Policies, Customer service standards, external customer shops or compliance with gaming laws and regulations are deemed violated, grievances may be brought under the grievance procedure. Such grievances are normally finally determined by the ranking HR Manager. The Union has won an additional step whenever such imposed discipline is "skip stepped" , or where the discipline is the result of a customer complaint that is not captured by surveillance video . In these cases the final determinations by management can be challenged through mediation by a neutral third party Mediator.
- ◇ In all other cases of discipline, the grievance may be submitted through the steps to non binding Mediation through the Las Vegas office of the Federal Mediation and Conciliation Service (FMCS) or if the parties still cannot reach a settlement, all the way to final and binding Arbitration in front of a neutral FMCS Arbitrator .

## ATTENDANCE POLICY, MANDATORY MEETINGS

- ◇ Since Policy is not a part of the contract and is subject to change during the term of any CBA, the bargaining team insisted that the Employer's Las Vegas Policy be placed into the contract. This solidifies the policy by making it a part of this agreement, eliminating any possibility of change to the policy at this location during the entire term of the contract, and any future changes would have to be accomplished at contract expiry bargaining and require a majority vote
- ◇ The Employer will endeavor to schedule at least three (3) sessions for any mandatory department meetings to accommodate Attendants' schedules. If the Employer is unable to or does not schedule three (3) sessions for mandatory department meetings, then Attendance 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 that day;
  - b. on the same day of any awarded Early Out or Forced Out; or
  - c. on a scheduled or approved day off.

## SUBCONTRACTING, NEW TECHNOLOGY

- ◇ Employer agreement not to subcontract historical bargaining unit work at any time
- ◇ New technology introduced having an effect on bargaining unit employees will be discussed in advance in order to explore other employment opportunities

## HOUSE MATCHED TOKES FOR TOURNAMENTS AND GRIEVANCE PAYMENTS

- ◇ When the Employer has Special Events that require outside tournament dealers, such dealers will not participate in the Daily Toke Pool with Employees covered by this agreement. Bargaining unit employees working tournaments, special events or Casino promotions in dealing capacity that do not generate tokes, those employees shall receive a “House” paid toke equal to the toke payment to dealers on live games for that day for the hours worked in this capacity, in addition to his/her hourly rate of pay
- ◇ When grievance payments are made to a Dealer, the Employer will make the Dealer whole by matching the gratuity lost as well as base rates for each day/hour. The Dealers toke pool will not subsidize for company errors.

## BREAKS AND LOCK INS

- ◇ Wherever an uneven amount of break is normally dispersed among a group, management agrees to a fair rotation.
- ◇ Lock-ins – Reduction of lock-ins are an appropriate subject for Labor management cooperation meetings. Discussions to include corrections such as : 1.) Variations to scheduling by seniority shall be utilized whenever possible to prevent lock-ins. 2.) Where a lack of skill sets are identified as contributing to ongoing lock-ins in a string, management agrees to offer appropriate training classes to attempt to alleviate the condition. 3.) A fifth man shall be added for Craps crew scheduling to alleviate conditions. 4.) Roadmap adjustments shall be made whenever possible to alleviate lock-ins.

## *Your Flamingo Dealer Unit Bargaining Team*

*BRIAN BAY - Dealer Unit Chairman*

*NEIL BERSON - President Local 3555*

*NATASHA BROWN - Recording Secretary*

*YONG JIU BAI—Guide*

*MORI KAM—Trustee*

*JOSEPH MURPHY—Grievance Handler*



**UAW Local 3555**

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**your VOTE  
is your VOICE**

