

**COLLECTIVE BARGAINING
AGREEMENT**

between

Desert Palace

d/b/a

Caesars Palace

and

**Transport Workers Union of America
Local 721**

2012 - 2021

TABLE OF CONTENTS

| ARTICLE | TITLE | PAGE |
|----------------|--|------|
| | Preamble | 2 |
| 1 | Recognition | 2 |
| 2 | Employment | 2 |
| 3 | Union Security | 3 |
| 4 | Check Off | 3 |
| 5 | Management Rights | 4 |
| 6 | Probationary Employees | 5 |
| 7 | Salaries and Wages | 5 |
| 8 | Gratuities | 5 |
| 9 | Vacation | 8 |
| 10 | Holidays | 9 |
| 11 | Group Health Insurance | 10 |
| 12 | 401K | 10 |
| 13 | Jury Duty Leave | 10 |
| 14 | Funeral Leave | 11 |
| 15 | Seniority, Layoff & Recall | 11 |
| 16 | Job, Job Posting & Transfer | 14 |
| 17 | Hours of Work & Overtime | 15 |
| 18 | Attendance | 16 |
| 19 | Reporting Pay | 16 |
| 20 | Leaves of Absence | 16 |
| 21 | Uniforms, Identification & Appearance | 18 |
| 22 | Discipline and Discharge | 18 |
| 23 | Grievances and Arbitration | 20 |
| 24 | No Strike/No Lockout | 23 |
| 25 | Safety and Health | 23 |
| 26 | Non Discrimination | 24 |
| 27 | Union Visitation | 24 |
| 28 | Union Stewards | 25 |
| 29 | Non Solicitation & Distribution | 26 |
| 30 | Notices | 26 |
| 31 | Legality | 26 |
| 32 | Miscellaneous | 27 |
| 33 | Additional Voluntary Employee Benefits | 27 |
| 34 | Controlling Law | 28 |
| 35 | Complete Agreement | 28 |
| 36 | Duration | 28 |
| 37 | COPE | 28 |
| 38 | Successors and Assigns | 29 |
| 39 | Work Preservation | 29 |
| | Signature | 29 |
| Exhibit 1 | Wage Schedule | 31 |
| Exhibit 2 | Check Off Agreement | 32 |
| Exhibit 3 | Attendance Policy | 33 |
| Side Letter #1 | Seasonal Pool Positions | 36 |
| Side Letter #2 | Clock In/Out Policy | 38 |

PREAMBLE

THIS AGREEMENT is made and entered into this 23 day of AUG, 2012, between Desert Palace, d/b/a Caesars Palace, hereinafter referred to as the "Employer" and/or the "Company," and the Transport Workers Union of America, AFL-CIO, Local 721, hereinafter referred to as the "Union" covering Bargaining Unit Employees of the Employer in Las Vegas, Nevada.

WHEREAS, the Union, the employees, and the Employer recognize the service nature of the hotel casino business, particularly the duty to render continuous and hospitable service to the public in the way of lodging, food and other amenities and accommodations; and

WHEREAS, the Union, the employees, and the Employer recognize that given the nature of the services provided, the employees covered by this Agreement have a duty to perform professional work and to serve the customer by engaging in the property service standards as determined from time to time by the Employer.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

ARTICLE 1
RECOGNITION

1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full time and regular part time Table Games Dealers employed by the Employer at its facility located at 3570 Las Vegas Boulevard South, Las Vegas, Nevada, excluding all other employees, dual rate employees, office clerical employees, poker dealers, guards, floor supervisors, assistant casino managers, casino managers and all other supervisors defined in the NLRA as certified by the National Labor Relations Board in Case Number 28-RC-6573.

ARTICLE 2
EMPLOYMENT

1. The Employer may secure applicants outside the Bargaining Unit for employment for work covered by the Agreement from employees who apply from the Employer's Job Opportunity Bulletin ("JOB"); through the Employer's Employment Center; or from any source it desires. The Union may refer employees and they will be fairly considered, but will not have priority for an opening. An applicant is defined as anyone hired from outside the Bargaining Unit.

2. The Employer shall be the sole and exclusive judge of an applicant's competence and qualifications to perform the work of any job filled.



ARTICLE 3
UNION SECURITY

1. Union Shop. Subject to the provision of the Labor Management Relations Act, 1947, as amended, it shall be a condition of employment that all employees covered by this Agreement shall remain members of the Union on the date of execution of the Agreement shall remain members in good standing during the period of their employment at Caesars Palace, Las Vegas, Nevada. It shall also be a condition of employment hereunder that all employees covered by the Agreement shall, on or after the 30th day following the employee's first employment by the Employer in the classifications covered herein, become and remain members of the Union throughout the period of their employment with the Employer.

2. Effect of State Laws. Notwithstanding anything to the contrary therein, Section 1 above shall not be applicable if all or any part thereof shall be in conflict with applicable laws: provided, however, that if all or any part of section 1 becomes permissible by virtue of change in applicable law, whether by legislative or judicial action, the provisions of Section 1 held valid shall immediately apply.

3. The union will defend, indemnify and save harmless the employer against and from any and all claims, demands, liabilities and disputes including reasonable attorney fees, arising out or by reason of actions taken or not taken by the employer at the union's written discretion for the purpose of complying with this article.

ARTICLE 4
CHECK-OFF

1. The Check-Off Agreement and system heretofore entered into and established by the Employer and the Union for the check-off of Union dues by voluntary authorization, as set forth in Exhibit 2 attached to and made a part of this Agreement, during the term of this Agreement. In addition, the Employer and the Union, to allow for a further check-off deduction for the Union's Political Contributions Committee, provided an employee voluntarily executes the appropriate deduction authorization.

2. 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.

3. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Union Work Dues (Exhibit 2), together with the provisions of this Check-Off Agreement.

4. A properly signed and dated Authorization for Check-Off of Union Work Dues form for each employee for whom Union work dues are to be deducted hereunder

shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter.

5. Check-Off deductions under all properly executed Authorization for Check-Off of Union Work Dues forms which have been delivered to the Employer on or before the first (1st) pay period shall begin with that pay period.

6. The Employer shall remit by the fifteenth (15th) of each month to the designated representative of the Union a written and electronic report detailing the amount of deductions for each employee made during the previous month, together with a list of employees for whom such deductions have been made.

7. Any employee whose employment is broken by death, resignation, discharge or layoff, or who is transferred to a position outside of the scope of the Bargaining Unit, shall cease to be subject to Check-Off deductions, beginning with the first (1st) day of the next succeeding pay period following such death, resignation, discharge, layoff, or transfer.

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

9. The Employer shall not be obligated to make dues or fees deductions of any kind from any employee who, during the dues month involved, shall have failed to receive sufficient net (*i.e.*, gross wages, less taxes, applicable State and Federal withholding, garnishments and other deductions authorized by the employee) wages to equal the dues and fees deduction.

ARTICLE 5 MANAGEMENT RIGHTS

1. The right to manage the Employer's business and the direction of its employees, including but not limited to, the following rights, are reserved to the Employer. Such rights include the right to direct, plan and control operations, to determine the number of employees to be employed, and to determine the means, methods and schedules of operations. The Employer shall have the sole right to direct and control its employees. All of the foregoing rights are reserved to the Employer except to the extent they may be contrary or inconsistent with the terms and conditions of this Agreement. The Employer reserves the right which is hereby recognized by the Union to initiate any actions, within the bargaining unit, toward an employee, including but not limited to, reclassification, retention, scheduling, assignment, promotion, transfer, layoff and/or rehire.

2. 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 reasonableness of any rules, regulations and procedures provided for herein, are subject to the grievance procedures of this Agreement. The Employer shall disseminate such rules so that all employees affected thereby and business representatives of the union may have an opportunity to become familiar with them.

ARTICLE 6
PROBATIONARY EMPLOYEES

Regular full time employees shall be on a trial or probationary period during the first ninety (90) calendar days of employment, which can be extended by mutual agreement of the Employer and the Union for an additional thirty (30) days. For regular part time employees, they will be on a trial or probationary period until they have completed their first sixty-five (65) working days with the Employer, which may be extended by an additional ten (10) working days by mutual agreement of the parties. Probationary employees may be terminated without recourse under the contract at the sole discretion of the Employer. Probationary employees shall have no Seniority, but upon successful completion of the probationary period, shall accrue Seniority from their hire date into the Bargaining Unit.


ARTICLE 7
SALARIES AND WAGES

Employees will be paid in accordance with the hourly wage schedule set forth in **Exhibit 1**. If at any time an employee is receiving a higher hourly wage than that called for by the schedule set forth in **Exhibit 1**, the Employer is not obligated to reduce said hourly wage. In addition, should state and/or federal statutes modify the current minimum wage standard, the Employer is under no obligation to modify the wage schedule set forth in **Exhibit 1** except as to ensure that employees are paid at least the prescribed minimum wage. Any modification in the current minimum wage does not affect future wage increases as governed by this Agreement.

ARTICLE 8
GRATUITIES

1. The Employer will not restrict the giving of customer gratuities, subject to the Employer's rules and regulations, including but not limited to a prohibition on soliciting gratuities. Prior to any change in the method of pooling and distribution of gratuities, including to whom they will be distributed, the Employer shall provide the Union with notice of proposed changes ten (10) days prior to their implementation. The Union shall have the right to counter, however, the final decision to implement changes shall rest with the Employer.

The Union and the Employer are aware of the non-dealer toke distribution percentages implemented by the Wynn Las Vegas, LLC and the non-dealer toke



distribution percentage described in the Wynn Las Vegas, LLC and Transport Workers Union of America, AFL-CIO, Local 721, 2010-2020 Labor Agreement. The percentage detailed in Article 14 and Exhibit 2 of the Wynn Las Vegas, LLC collective bargaining agreement provides for non-dealer employees to receive up to fifteen percent (15%) of the Daily Toke Pool. The Union and the Employer recognize that actions by the Wynn Las Vegas, LLC and the terms of the Wynn Las Vegas, LLC and Transport Workers Union of America, AFL-CIO, Local 721, 2010-2020 Labor Agreement may have an impact on how tokes are distributed at Las Vegas Strip Hotel Casinos. Therefore, if any casino on the Las Vegas Strip having 50 or more table games (other than Wynn Las Vegas, Encore, or a casino operated by an affiliate of Caesars Entertainment) should adopt the same or similar toke distribution policy to that of Wynn Las Vegas, LLC, and the Employer should decide to adopt the same or similar toke distribution policy to that of Wynn Las Vegas, LLC, only the following additional non-management and non-supervisory employees who are directly involved in the Table Games Operations shall be included in the toke pool of the Bargaining Unit Members:

- Service Team Leaders
- Pit Clerks

The Union and the 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 toke distribution. The Union and the Bargaining Unit Members do not agree that the Employer has the legal right to adopt such a toke distribution policy. Any dispute between the parties arising under this Article 8 including but not limited to disputes arising over the Employer's decision to include non-bargaining unit member in the tip pool shall not be covered by the grievance and arbitration provisions of this agreement. The Union and the Employer further agree that any employees added to the Bargaining Unit Members toke pool shall be subject to the established Caesar's Palace Toke By-Laws. Any gratuities received by employees added to the Bargaining Unit Members toke pool shall be immediately placed into the Bargaining Unit Members toke pool.

Employee Distribution: During the term of this agreement, the Caesars Palace Dealers Toke By-Laws may be revised to how gratuities are distributed in regards to the following:

1. Vacation/Holidays
2. Personal Leave/PTO
3. Bereavement
4. Jury Duty
5. 1999 "Old Sick Pay"

The Union shall provide the Employer with ten (10) days notice of any change in such distribution. Such change(s) may not discriminate between bargaining unit and non-bargaining unit participants in the tip pool.

2. Toke By-Laws. As per Nevada Revised Statute 608.160(2), Bargaining Unit Members maintain the right to enter into an agreement amongst themselves to divide gratuities provided that such agreement does not violate this agreement.

All provisions in the Caesars Palace Dealer Toke By-Laws shall be based solely on a majority vote of all ballots cast by the eligible Bargaining Unit Members. Any revisions or additions that alter the Caesars Palace Dealer Toke By-Laws shall be made in accordance with the requirements stipulated within the Caesars Palace Dealer Toke By-Laws. The Employer shall have the right to reject revisions or additions that could violate any laws or be detrimental to the operation of the business.

Both the Employer and the Bargaining Unit Members will be provided with a copy of the Caesars Palace Dealer Toke By-Laws and copies of changes made to, and in accordance with, the Caesars Palace Dealer Toke By-Laws.

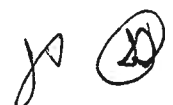
For the purpose of this Agreement, the Employer has the right, at its discretion, without having to petition the Bargaining Unit Members, to call for a vote by the Bargaining Unit Members, who are eligible to vote as per the Caesars Palace Dealer Toke By-Laws, to introduce any new or amended Toke By-Law to the Caesars Palace Dealer Toke By-Laws. The Employer may not submit for a vote by the eligible Bargaining Unit Members any new or amended By-Laws more than once per year from the last time the Bargaining Unit Members voted on a proposed change to the Caesars Palace Dealer Toke By-Laws.

3. Toke Count Room. A Toke Counting Room shall continue to be provided for the purpose of counting the daily tokes, tabulating the results and returning the tokes to the Casino Cage for as long as this procedure continues as the method of counting Tokes.

4. Toke Committee. A Toke Committee, either the same or similar to that currently in existence shall continue to be allowed by the Employer provided the practice of toke cutting continues in the same manner as exists. Toke Cutters shall be elected in accordance to the Caesars Palace Dealers By-Laws and continue for as long as the toke cutting procedure exists.

5. Toke Committee Room. A secured space for the storage of Toke Committee records shall be provided.

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.



ARTICLE 9
VACATION

1. After one year (1) of continuous service with the Employer, employees shall be entitled to vacation benefit. Vacation benefit will be based on anniversary year according to the below schedule:

| Years of Continuous Service | Amount of Paid Vacation |
|------------------------------------|--|
| 1 year | 1 hour for each 50 hours paid to a maximum of 40 hours (One week) |
| 2 years | 2 hours for each 50 hours paid to a maximum of 80 hours (Two weeks) |
| 6 years | 3 hours for each 50 hours paid to a maximum of 120 hours (Three weeks) |
| 12 years | 4 hours for each 50 hours paid to a maximum of 160 hours (Four weeks) |

2. Vacation earned will be based on hours paid in prior anniversary year. For the purpose of this Article, anniversary year is defined as the anniversary year based on the employee's adjusted date of hire.

3. Vacation shall be paid at the employee's straight time hourly rate of pay.

4. Vacation must be taken in the anniversary year it is earned. There is no carry over from year to year. Earned vacation is defined as the current hours of vacation entitlement.

5. Employees terminating employment except for reasons of Gross Misconduct shall be entitled to earned vacation pay.

6. Employees may take vacation throughout the calendar year except for specific periods as specified by the Employer. Vacation shall be scheduled and taken based on the employee's requested dates to the extent said dates are available. The Employer will make every effort to grant a vacation request provided the number of requests do not exceed the business need for that time frame. Restricted dates are published to employees 90 days prior to calendar year.

7. Vacation requests for one week intervals carry a priority over requests for less than one week.

8. During the initial open Vacation sign up that occurs two times per year and during the months of March and September, employees requesting one week minimum shall have the time granted based on classification seniority. All requests for time less than one (1) week interval or after the Vacation sign up period shall have the time granted based on first come basis.

9. Except for emergencies of a serious nature, no changes shall be made within thirty (30) days of the date an employee is scheduled to go on vacation.

10. Employees entitled to more than two (2) weeks of vacation may be granted two consecutive weeks or more by express consent of the employer.

11. An employee shall be granted a ninety (90) day extension to use his or her vacation time once in an anniversary year under the following circumstances:

- a. When an employee has three (3) or more written requests for vacation denied, provided that the requests were made at times other than restricted dates.
- b. A request for extension must be made in writing to Human Resources prior to the employee's anniversary date.

ARTICLE 10
HOLIDAYS

1. The following days shall be recognized as holidays for Full Time Regular employees:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Veteran's Day (may be taken as Floating day)
- Thanksgiving Day
- Christmas Day

2. Full Time Regular employees shall be eligible to receive pay for such holiday, provided they have worked their full scheduled day before and their full scheduled day after the holiday, unless excused by the Employer in advance to the Holiday.

3. Holiday Pay Procedure shall be as follows:

- (a) An eligible employee shall be paid two (2) times hourly wages, for all time worked on a holiday.
- (b) Employee shall be paid up to a maximum of 8 hours for the recognized holiday if he/she does not work on that date.



4. An employee scheduled to work on a recognized holiday and who fails to do so also forfeits the holiday pay provided under Section 3 of this Article.

ARTICLE 11
GROUP HEALTH INSURANCE BENEFITS PLAN

The Employer agrees to provide coverage of health benefits to Regular Full Time employees under the Employer's group health benefits plan in a manner consistent with the provision of benefits to non-represented hourly employees.

The Union agrees that the Employer may elect to fully or partially insure the group health benefits plan or change benefits during the life of this Agreement providing it first notify the Union and fully advise the Union of such change.

ARTICLE 12
401K

1. During the term of this Agreement, the Employer will continue the Caesars Entertainment Corp. Retirement and Savings Plan 401(k) for all bargaining unit employees, subject to the provisions below. Eligible employees will be entitled to participate in the Caesars Entertainment Corp. Retirement and Savings 401(k) Plan in accordance with all applicable rules and regulations governing the Employer's Plan. At its sole discretion, the Employer may reinstate, for any portion of the Agreement's duration, a 401(k) matching contribution.

2. The Employer has the right to unilaterally amend, modify and/or rescind its Caesars Entertainment Corp. Retirement and Savings 401(k) Plan; provided, however, that any modifications to the plan, including but not limited to the decision to commence or terminate such match and the amount of any matching contribution, must be applicable to bargaining unit Employees to the same extent and in the same manner as such changes are applicable to all other eligible Caesars Entertainment employees.

ARTICLE 13
JURY DUTY LEAVE

1. A Full Time or Part Time Regular employee who is called for jury duty shall be excused from work for the days on which he serves, and shall receive for each day of jury duty service on which he otherwise should have worked, the difference between up to eight (8) hours pay at straight-time, excluding tokens, for hours lost due to the jury duty, and the payment he received for jury service. The employees shall be required to present proof of service and the amount of pay received. No employee, however, shall be paid for more than a maximum of thirty (30) days during the term of this Agreement or any extension thereof, except for Grand Jury, which shall be forty-five (45) days.

2. The employee will provide his/her immediate supervisor with:
- (a) seventy-two (72) hours notice of such case;

- (b) copy of notice to "appear"
- (c) official court documentation as to appearance and amount paid to jurors by the court.

3. Employees will be expected to report to work if excused from jury duty during normal work hours that reasonably coincide with a scheduled work time when there is at least five (5) hours left in the shift from the point of being released from jury duty.

4. The Employer shall have the right, at any time, to have any employee called for jury duty relieved from jury duty in any manner permitted by law.

5. Upon request, the Employer will make every reasonable attempt to accommodate an employee whose jury duty assignment would require him or her to work 7 days per week.

6. Employees who work other than day shift shall be paid for jury duty if there is a gap of 5 hours or less between their work shift and jury duty

ARTICLE 14 **FUNERAL LEAVE**

Regular Full Time employees shall be permitted time off with pay, to a maximum of three (3) consecutive scheduled work days, for the purpose of arranging and attending the funeral of a member of the employee's immediate family, defined as spouse, child (including step-children and son/daughter-in-law), parent (including step, in-law), sibling (including step, half and in-law), grandparent, grandchild (including spouse's grandparent and grandchild), domestic partner of the same sex (with proof of the relationship as determined by the Company), or legal guardian/ward. The last day shall be two (2) days after the funeral. Employees on leave of absence or otherwise not scheduled to work will not be eligible for the funeral leave pay under this provision if the funeral leave is concurrent. The employee must attend the funeral and, if requested, provide proof of attendance. Payment will be based on the employee's base pay rate only. Time paid for funeral leave is not time worked for purposes of calculating overtime. Regular Part Time employees shall be permitted time off as outlined above without pay.

ARTICLE 15 **SENIORITY, LAYOFF AND RECALL**

1. Company or House Seniority of Full Time Regular and Part Time Regular employees who successfully complete their probationary period set forth in Article 6 shall be from that employee's last date of hire with the Employer. For the purpose of determining the level of vacation eligibility pursuant to Article 9, the Employer may use an employee's length of continuous service with casinos owned by Caesars Entertainment.

2. Classification Seniority shall be defined as length of continuous service from the employee's last employment date with the Employer in years, months, and days within the Bargaining Unit. The employee's classification, Full Time Regular or Part Time Regular, will determine on which seniority list the employee is accruing seniority. When two or more employees have the same seniority date, then the employees' seniority shall be assigned 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.

3. All seniority shall be broken by any of the following events:

- (a) Termination of Employment
- (b) Transfer to a position outside of the bargaining unit.
- (c) Failure because of layoff to perform any work for the Employer for twelve (12) months.
- (d) Failure to report to work on the next scheduled work day specified by Employer in a notice of recall from layoff sent by registered or certified mail to the employee's last known address.
- (e) Failure to report to work upon expiration of a leave of absence.

4. Any employee who incurs a loss of seniority, if subsequently re-employed in the bargaining unit, will resume employment as a new employee.

5. In the event of reduction in force, employees shall be laid off or recalled by specific work location within the Table Games Department. The parties agree that all of the employees in the bargaining unit are employed in one or more of the following work locations:

- (a) Dice
- (b) Palace Court Casino
- (c) Pussycat Dolls or by a subsequent name
- (d) General (all assignments other than (a) through (c))

For purposes of this Article, an employee's work location shall be where he or she was primarily assigned in the three calendar months ending immediately prior to the date of the layoff.

6. An employee scheduled to work in more than one work location is considered to be a member of the work location where he or she was scheduled for the majority of his or her shifts for the three calendar months ending immediately prior to the date of the layoff.

7. In the event of a reduction in force, employees within the affected work location will be laid off by house seniority in the following order:

- (i) Probationary Part Time Employees
- (ii) Probationary Full Time Employees
- (iii) Regular Part Time Employees
- (iv) Regular Full Time Employees

- (a) If Regular Part Time Employees or Regular Full Time Employees are to be laid off, such employees will be laid off in the order of the House Seniority, provided that the more senior employees have current skills and qualifications necessary to perform satisfactorily the remaining work and no less senior employees have greater current skills and qualifications to perform that work. Skills and qualifications for the purpose of this Article include but are not limited to: location of work assignment, game knowledge and proficiency based on actual performance with the employer, customer relationships, multi-language skills and overall contribution.
- (b) Employees will be recalled to work in the work location they were laid off from in accordance with their House Seniority, provided that the senior employee has the current skills and qualifications necessary to perform satisfactorily the work that is available, and junior employees do not have greater current skills and qualifications to perform that work.
- (c) The determination as to whether the employee possesses the current skills and qualifications referred to in this Article shall be at the sole discretion of the Employer, provided that such determination is not arbitrary or capricious.
- (d) It is the responsibility of the employee to advise, in writing, the Employer of a change in either address or telephone number, even if such change occurs during the time that the employee is in layoff status.
- (e) Employees subject to layoff or recall shall not have the right to bump employees who are primarily assigned to another location.

8. An employee who is to be recalled to work by the Employer under Section 8 (b) shall be notified to return to work by the Employer advising the employee by telephone, certified mail, return receipt requested, or other available means of communication of the date and time the employee is to report, and by confirming such communication by certified mail, return receipt requested, to the employee's current address of record on file with the Employer. A copy of the confirmation letter shall be sent to the Union. Reasonable advance notice must be given an employee being recalled. If such employee fails to report to work after being given forty-eight (48) hours notice, the employee's seniority and continuous service shall be terminated, and the Employer shall be free to hire a replacement.

9. The Employer shall post seniority list(s) and update such list(s) periodically, and will provide a copy of the updated list to the Union. (List will be posted on bulletin board, subject to agreement on notice provision.)

10. The Employer agrees to notify the union of pending lay offs, the manner in which the lay offs will be conducted and recall process, where applicable. Notification will be as soon as possible following the determination of lay offs/recall, work locations and employees affected. The Union may review the aforementioned information and present comments to the Employer prior to implementation.

ARTICLE 16
JOBS, JOB POSTING AND TRANSFER

1. When openings occur for shifts or days off, Regular Full Time employees may move to the desired position based on the established roster in the order of sign up date. This would apply first to days off within the shift and eventually the open shift. The roster for shift or days off is maintained in the Table Games Office. The employee who has the current skills and qualifications to efficiently perform the work will receive the days off or shift change. The Employer agrees to provide sign up sheets for such shifts or days off for Bargaining Unit Employees. Employees wanting to sign up for such shifts or days off shall deposit such sign up sheets in the drop box provided by the Employer.

2. The Employer shall have no obligation to fill the shifts or days off and may fill the positions with external hires or non-Bargaining Unit transfers, at its discretion.

3. There shall be an established roster of part time dealers who wish to move to full time positions. The roster shall include the name house seniority date and games dealt. When a full time vacancy becomes available, the dealer with the most house seniority who has the skills and qualifications to deal the games required to fill the vacancy shall be considered for the full time position.

4. The determination as to whether the employee(s) possess the current skills and qualifications referred to in this Article shall be at the sole discretion of the Employer, provided that such determinations are not arbitrary and capricious.

5. The Employer shall post all vacant or available positions on the Employer's website. If a vacant position remains open following the steps above, the Employer shall post this position on the Company's Job Posting web site in the same manner as other job postings. Seasonal or temporary postings shall be posted on the Company's Job Posting web site.



ARTICLE 17
HOURS OF WORK AND OVERTIME

1. The normal work week for Full Time Regular employees shall consist of five (5) days, and the regular work day shall consist of eight (8) hours. This Section shall not constitute a guarantee of any number of hours of work per day or per week.

2. Table Games Dealers shall be regularly scheduled to receive a twenty (20) minute rest break after sixty (60) minutes of dealing. In the Employer's sole discretion, and based upon specific customer or unusual business needs, dealing time may be less than or more than sixty (60) minutes between rest breaks. Upon thirty (30) days written notice to the Union, the Employer may implement a regular schedule of eighty (80) minutes of dealing and a twenty (20) minute rest break provided that such a schedule is also simultaneously implemented by all of the Employer's affiliates in Las Vegas. Employees may take their breaks in the lounge, the cafeteria and/or the outdoor smoking area. Any staff reductions that result from a change to a regular 80/20 schedule shall be in accordance with Article 15.

3. All hours of work in excess of forty (40) hours in any one (1) week shall be paid for at the rate of one and one half (1½) times the employee's straight-time hourly rate of pay. The daily overtime calculation and payment will be based on the employee's base rate of pay in accordance with the dictates of the Nevada Wage and Hour Statute (Statute). Currently, due to the rate of pay employees are receiving, employees working in excess of eight (8) hours a day will receive the rate of one and one half (1½) times the employee's hourly rate of pay. This payment may change if the wage rates in compliance with the Statute exceed the amount requiring such payments. There will be no pyramiding of overtime pay or premium pay under any of the terms of this Agreement; that is, no type of premium or overtime pay shall be combined with or paid concurrently with any other type. Where more than one (1) premium or overtime rate applies to the same hours of work, the higher rate only shall be paid.

4. Voluntary Daily Overtime requests will be received prior to the start of the employee's scheduled shift. When a need for daily overtime occurs, it will be first offered to employees on the Voluntary Overtime list who are qualified to work the positions in which the overtime is needed. Overtime shall be an essential function of the job, and the Employer shall have the right to require employees to work overtime.

5. Generally, graveyard shift will commence between 4 am and 12 noon. Generally, day shift will commence between 12 noon and 8 pm. Generally, swing shift will commence between 8 pm and 4 am. The Employer retains the right to change the time periods within which shifts will commence and end.

6. Voluntary Early Out requests will be received prior to the start of the employees' scheduled shift. The Early-Out list is established for the purpose of reducing staffing when business needs require. Employees who voluntarily agree to the

early-out shall not be penalized with loss of benefits, seniority or change of schedule or shift, nor shall such time be credited to vacation accrual. However in the event the Early Outs result in the employee falling below the hourly eligibility requirements for medical, pharmacy, vision or dental benefits, the employee may lose such benefits and full time status for benefit purposes only, until such time as the employee meets eligibility requirements.

Early-Outs shall be granted in the order in which the employee signs an Early-Out list, subject to business need of the casino at the time. Once the Early-Out is granted, it must be taken by the Employee.

7. The Employer will post the work schedule as it has historically been posted.

ARTICLE 18 **ATTENDANCE**

All Bargaining Unit employees shall continue to be covered by the Employer's attendance policy dated September 1, 2007, attached hereto as Exhibit 3. This schedule shall remain in full force and effect throughout the term of this collective bargaining agreement.

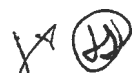
ARTICLE 19 **REPORTING PAY**

1. Reasons for Payment: An Employee who reports to work on a scheduled work day and is not allowed to work on that day, and who has not been notified not to report at least one-and-one-half hours prior to the beginning of his/her shift, shall be entitled to two (2) hours of pay at his straight time hourly rate, as long as the employee has a functioning answering device on his/her telephone, and there is no message not to report to work ninety (90) minutes prior the start of the shift.

2. Early Shift Release: At the discretion of the Employer, an employee may be required to leave work before the end of a scheduled shift on which the employee has commenced work. However, no employee shall be requested to leave early without other employees being first given the opportunity to leave voluntarily. No employee shall be released early involuntarily from his/her shift more than one (1) early release per pay period worked. In addition, an employee required to leave prior to the end of his or her shift shall be paid for time worked, and in no case shall an employee be paid for less than two (2) hours of work.

ARTICLE 20 **LEAVES OF ABSENCE**

Section 1. Family Medical Leave and Company Medical Leave



Employees with one (1) or more years of service and a minimum of 1250 hours of work in the 12 months prior to Leave of Absence, consistent with the Employer's policies, and applicable state and federal law, may be given up to twenty six (26) week's leave in a twelve (12) month period. The first 480 hours of Medical Leave of Absence shall be considered Family Medical Leave. For part time employees the hours under Family Medical Leave shall be pro-rated.

- (a) To care for their newborn child or for the adoption or foster placement of a child;
- (b) To provide necessary care for the serious health condition of their spouse, parent or minor disabled child; or
- (c) For their own serious health condition, including pregnancy and on the job illnesses or injury, which makes them unable to perform the essential functions of their job.

Leave of Absence for Workers Compensation absence shall be concurrent to the Family Medical Leave described in this Article. Employees seeking leave must adhere to notice procedures, documentation obligations, and other requirements as outlined by Employer policy for all employees, which may change from time to time. Employees, with the approval of the Employer, will be permitted to use earned vacation time. Employees with less than one (1) year of service may be granted such leave at Employer's sole discretion. This leave runs concurrently with any state or federal mandated leave.

Section 2. Personal Leave of Absence. Regular Employees who have worked at least one (1) year may request a personal leave for up to thirty (30) days. Regular employees must use any unused vacation during a personal leave. Requests for personal leave must be made in writing except in cases of emergency, at least fourteen (14) days in advance of taking such leave. Personal leave shall be granted at the sole discretion of the Employer.

Section 3. The Employer will comply with the provisions of the Veterans Re-Employment Rights Act for granting Military Leave and USSERA.

Section 4. With the prior approval of the Employer, up to three (3) employees designated by the Union to attend Union sponsored conventions and seminars shall be granted leave without pay for scheduled work hours lost for such purposes. The Union must notify the Employer in writing at least two (2) weeks in advance of such seminar or convention and the dates of their absence. The Employer may refuse to grant such leave, if, in the sole judgment of the Employer, the employee's absence would adversely affect the operations of the Employer.

Section 5. An employee who is designated by the Union to serve as a full time officer or employee of the Union shall be granted leave for a period not to exceed eighteen (18) months. Such leave may not be renewed except upon the mutual written



agreement of the Parties. During the period of such leave, the employee shall accrue seniority, shall not receive any benefits, including but not limited to health insurance. The employee on leave is prohibited from working at another casino. The employee shall return to his/her prior position to the extent it still exists.

ARTICLE 21
UNIFORMS, IDENTIFICATION AND APPEARANCE

1. The Employer shall provide three (3) tuxedos, five (5) tuxedo shirts and/or five (5) regular shirts for Full Time Dealers where applicable. Part Time Dealers shall receive a proportionate number of uniforms based on scheduled days per week.
2. The Employer, where practicable, shall have ample Dealer's uniforms readily available in various sizes for the employees to replace worn uniforms.
3. The Employer shall provide free dry cleaning for employer provided tuxedos and Pussy Cat Dolls costumes.
4. The employee's name may be embroidered on the uniform shirt, excluding tuxedo shirts, at employee's own expense provided the embroidery is compliant to the company standard in terms of color, font, style and size. All employees shall be provided identification badges free of charge which shall be replaced as needed due to normal wear and tear.
5. Employees are required to follow the Employer's established guidelines for appearance which are designed to maintain a consistent and professional image. Employees are expected to comply with all guidelines specific to their classification. Employees who do not meet appearance/uniform standards may be sent home and not permitted to work until their appearance meets Employer standards. Failure to comply will be considered a violation of appearance standards and subject the employee to disciplinary action.
6. Employer provided name tags and badges must be worn by employees at all times while on duty, are not transferable to any other person and cannot be altered. Employees must return name tags and badges upon separation of employment. Failure to comply with wearing name tags and badges will be considered a violation of appearance standards, and subject the employee to disciplinary action.

ARTICLE 22
DISCIPLINE AND DISCHARGE

1. The Employer shall have the absolute right to impose discipline, up to and including discharge, on any employee for deficiencies in, or misconduct associated with the following:



- A. Dealing cards or handling dice;
- B. Operating gaming equipment or devices;
- C. Performing other functions involved in the particular game;
- D. Collecting initial and losing bets;
- E. Customer relations, and relations with supervisors and fellow employees while on the Casino floor, or while in transit to and from Casino floor; and/or
- F. Compliance with gaming laws and regulations;

The Employer shall have complete discretion in determining if a deficiency or misconduct exists or has occurred under these matters, as well as the degree of discipline that will be imposed provided such determination is not arbitrary and capricious. There shall be no requirement, express or implied, for progressive discipline for discipline arising under this Section 1. Nothing under this Section, including the Employer's finding of misconduct or deficiency, as well as the discipline imposed, shall be subject to the arbitration procedures of Article 23. However, the Employer's action may be grieved and brought under Article 23, Steps One through Four sub-part (a) of the grievance procedure. Should steps One through Three fail to obtain satisfactory result for both parties, the Union may request a meeting with the highest ranking manager in Employer's Human Resources Department. At this meeting, the Union shall be presented with evidence in the Employer's control that the Employer believes to support the disciplinary decision. The highest ranking manager in Employer's Human Resources Department shall then review the evidence to determine whether substantial evidence of the alleged offense exists. The Human Resources manager's determination shall be final and binding, and is not subject to further arbitral or judicial proceedings. The ranking Human Resources Manager response to the grievance shall be made within ten (10) days.

2. Except as provided in Section 1, no regular full-time and part-time employees who have completed their probationary period, shall be discharged, suspended without pay, final warnings or other disciplinary action without just cause.

3. Employees are subject to immediate discharge for engaging in serious misconduct, regardless of whether the employee has received any prior discipline or correction action. Serious misconduct includes but is not limited to: dishonesty, engaging in violent or threatening actions; insubordination; possessing, consuming, using or distributing alcohol or controlled substances on the Company premises or while on duty; testing positive for drugs or alcohol pursuant to the Employer's drug and alcohol policy; and willfully violating the Employer's rules of conduct.

4. Except as provided in Section 1, in disciplinary cases which do not warrant immediate discharge as set forth in Section 3, no employee shall be discharged without first receiving one (1) lesser form of progressive discipline.

5. When a regular employee is disciplined or discharged, the reasons for that action will be given to the employee in writing. When an employee is discharged,

copies of the written discharge notice will be sent to the Union within seventy-two (72) hours of the discharge. An employee who is given a written or suspension notice shall be required to sign that document for the purpose of acknowledging receipt. Failure on the part of the Employer to submit the notice the Union within seventy-two (72) hours shall not invalidate the discipline or discharge.

6. Disciplinary suspensions, warning notices, documented customer complaints and reports of outside non-governmental agencies or of the Employer's own security force concerning the conduct of any 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 discharge action.

7. In cases of discharge which are subject to the grievance and arbitration procedures set forth in Article 23, employees with less than one (1) year' Classification seniority may, at the sole discretion of the Employer, be paid forty (40) shifts' pay (excluding tokes) for full time employees, in lieu of submitting the propriety of the discharge to final and binding arbitration.

8. In any discipline or discharge case, evidence of alleged condonation of prior infractions by the employee may not be used to contest the propriety of any discipline or discharge.

9. Any employee covered by this agreement who is discharged by the Employer and who contests the propriety of the discharge shall have an affirmative duty to mitigate any potential damages. The burden of establishing evidence of the employee's efforts at mitigation rests upon the employee and must be affirmatively presented to the arbitrator. Without such evidence, the arbitrator may not include back pay or any other monetary remedy in his/her award.

ARTICLE 23 **GRIEVANCES AND ARBITRATION**

1. Definition. For purposes of this Agreement, a grievance is defined as a dispute between the Union and the Employer involving the application of this Agreement that arises during the term of this Agreement. For the purpose of this Article, grievances do not include matters that are subject to collective bargaining during the term of the this Agreement.

2. Time Limit for Filing Grievance. Grievances shall be filed within ten (10) calendar days of the date of the event giving rise to the grievance. If the employee or the Union, with appropriate due diligence, were not aware of the occurrence of the event which is the subject of the grievance, the grievance must be filed with ten (10) calendar days of the date the employee or the Union reasonably could have acquired knowledge of the occurrence of the event.

3. Documentation of Grievance. Any grievance shall be reduced to writing and submitted to the designated representative of the Employer. The written grievance shall set forth the specific provisions of the Agreement alleged to have been violated and shall contain a brief description of the facts upon which the grievance is based. At the time it submits a grievance to the Employer, the Union shall furnish the Employer with copies of any and all written statements, reports, documents, or other information, in whatever form, relied on by the Union or the grievant in bringing, or in support of the grievance. For the purpose of attempting to resolve grievances prior to arbitration, the parties shall make full disclosure to each other of all facts and evidence known to them that bear on the grievance. The Employer shall provide all information and documents relied upon to make the disciplinary decision to the Union in response to a grievance.

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

(a) An informal fact-finding hearing shall be held within ten (10) days of the submission of the written grievance. The hearing shall involve the grievant; one (1) Employer representative, who shall be employed in the Employer's Human Resources Department; one (1) management representative from the grievant's department; and two (2) Union representatives. The Employer's representatives and the grievant may bring witnesses who can present relevant facts concerning the situation precipitating the grievance.

The response to the grievance shall be made within ten (10) days of the conclusion of the hearing.

If the grievance has not been resolved at the fact finding hearing, the parties by mutual agreement, may submit the grievance to non-binding mediation. If the Union requests the grievance be taken to mediation, the parties agree to utilize a mediator from the Las Vegas office of the Federal Mediation and Conciliation Service ("FMCS"). Each party shall bear its own costs associated with FMCS mediation.

(b) Arbitration. Where a grievance remains unresolved after being heard in accordance with the above provision (except those excluded under Article 22, Section 1), it must be processed for arbitration within ten (10) calendar days from the date of the response to the grievance. Within thirty (30) calendar days following notice of the Union's intent to proceed to arbitration, the Union and Employer shall select from a permanent panel of seven (7) arbitrators, previously agreed to by both parties, and comprised of the following persons:

- (1) Louis Zigman
- (2) Robert Steinberg
- (3) Thomas Angelo
- (4) Charles Askin
- (6) Norman Brand
- (7) Franklin Silver



The parties shall select by alternate strike, and the dispute submitted to the final arbitrator remaining. The party who shall strike first shall be decided by coin-toss. No arbitrator shall be chosen to serve in two (2) consecutive arbitrations unless by mutual consent of the parties. The arbitrator shall be notified in writing of his/her selection, and shall have no authority, jurisdiction or power to amend, modify, nullify or add to the provisions of this Agreement. The award of the arbitrator shall be final and binding upon the Employer, the Union and the employee(s) involved. The cost of the arbitrator's service shall be borne by the losing party. Each party shall bear the expense of preparing its case and shall make arrangements for the expense of its own witnesses or others selected or called by a party to attend or appear before the arbitrator.

5. Time Limits. The time limits and other provisions set forth in this Article cannot be extended or waived unless mutually agreed in writing, and failure on the part of the Union to comply with the time period set out above shall result in the grievance being considered waived or abandoned. The Employer may raise the issue of the time or waiver up to and including at arbitration, and its failure to raise the issue previously will not be deemed a valid claim. If the Employer fails to respond within the time limitations outlined herein, the Union may proceed to the next step of the grievance and arbitration process and shall not be deemed a waiver. Arbitrations shall be limited to a single grievance for a single employee, unless the Employer and Union mutually agree to the contrary.

Any arbitral award of damages permitted under this Agreement will be paid as follows:

1. The Employer shall tender the full amount of employee lost wages pursuant to Article 7 Wages within two (2) weeks of the award.
2. If the arbitrator awards wages and gratuities, the gratuity portion of the award shall be paid out the current daily tip pool for bargaining unit employees for the following twelve (12) weeks, five (5) days per week commensurate with employee's work schedule beginning with the pay period commencing two (2) weeks after the award and such amount shall be amortized in six (6) equal installment from the subsequent six (6) pay periods for the proceeding twelve (12) weeks.
3. If the unemployment benefits are awards to the employee, those sums shall be deducted from the wage portion of the award.
4. If the employee has any interim earnings, those sums shall be deducted from the gratuity portion of the award.

ARTICLE 24
NO STRIKE/NO LOCKOUT

1. No Strikes. During the term of this Agreement, neither the Union collectively nor employees individually will engage in any no-work stoppages, picketing, sympathy strikes or any other form of economic action or interference with the Employer's business except as authorized in Sections 3 and 4.

2. No Lockouts. During the term of this Agreement, the Employer will not lock out any of the employees in the bargaining unit covered by this Agreement, except where the employees have the right to refuse to cross the picket line under Section 3.

3. Picket Lines. Refusal of an employee to cross a bona fide picket line sanctioned and approved by Local 721 and Transport Workers Union of America, shall not be construed to be a breach of this Agreement; provided that the foregoing provisions of the Section shall not be applicable with respect to:

- (a) Any picket line established for organizational or recognition purposes or any picket line, economic or otherwise, of any union which as of the effective date of this Agreement does not have in effect a collective bargaining agreement with the Employer.
- (b) Any picket line established as a result of a labor dispute between an employer other than the Employer party hereto and a union other than the Union party hereto.
- (c) Any picket line established as a result of a labor dispute between the Employer party hereto and a union which currently has a collective bargaining agreement with the Employer unless and until such picketing has been in effect on a continuing basis, twenty – four (24) hours a day, for ninety (90) days.

4. Arbitration Awards. In the event the Employer fails to comply with an arbitration award and does not either seek judicial review of the award with the period of time required by law to obtain such review or comply with the award within the time period, the Union shall have the right to strike. In the event of monetary award by an arbitrator, the appropriate sum of money shall be placed in an escrow bank account, paying interest at not less than the rate provided by Nevada law on judgments obtained under Nevada law. In the event the award is sustained by the court, said interest shall be distributed to the appropriate employees on a pro rata basis.

ARTICLE 25
SAFETY AND HEALTH

1. The Employer may establish rules and regulations for the health and safety of Employees in the workplace.

2. The Union and the Employer agree that it is in the best interest of all employees to maintain a safe and healthy work place and to observe all safety requirements.

3. Violations of established safety policies and procedures shall be grounds for disciplinary action.

4. Employer shall appoint one member from the department volunteers to participate in Company Safety Committee.

ARTICLE 26 **NON-DISCRIMINATION**

1. The Employer and the Union will not discriminate against any employee or applicant for employment in any manner on the basis of race, color, religion, national origin, sex, age, sexual preference, marital status, military service, disability that can be reasonably accommodated without undue hardship, union status or lack thereof, or any other characteristic protected by law.

2. Wherever in this Agreement a gender pronoun or the singular or plural form of a gender is used, it is understood that such references are meant to have equal application to all persons covered by this Agreement, male or female.

3. Any employee and/or the Union wishing to pursue the grievance procedure and/or arbitration beyond step one of the grievance procedure for an alleged breach of Section 1 above, both the Union and the employee must sign a clear and unmistakable waiver of the right to pursue any and all statutory relief for the actions constituting such alleged breach. Any employee, and/or the Union who pursues or has pursued statutory relief for actions constituting such alleged breach shall be ineligible to utilize the grievance and/or arbitration procedures of this Agreement. The employee and/or the Union thus may select either statutory or contractual relief, but not both.

ARTICLE 27 **UNION VISITATION**

Designated Union Business Agents and Officers shall be allowed to visit the casino for the purposes of ascertaining whether or not this Agreement is being observed by the Parties hereto, or for adjustment of grievances, provided that the Union has scheduled a mutually convenient time for such visit with the Employer's designated representative, at least twenty-four (24) hours (or less by mutual agreement) in advance of their desire to be on property and upon arrival at the designated time, announce their presence to the Employer before continuing onto the premises. The Union will be required to sign in and be badged. There shall be no more than two (2) representatives of the Union per visit. The Union representative shall be escorted while on property by a Human Resources representative or other Employer designee. The Union recognizes

that the Employer has an obligation to provide a professional, courteous, and safe environment for its employees, patrons and guests. As such, in no case shall such access interfere with work of any employee or with a guest or patron's activities, or otherwise disrupt the operation of the casino. Union Business Agents and Officers shall not have access to the company premise except for Casino Employees Lounge and Human Resources office. Additionally, no representatives of the Union representing Bargaining Unit employees shall gamble at Caesars Las Vegas at any time.

ARTICLE 28
UNION STEWARDS

1. The Union may designate up to two (2) Shop Stewards on any given shift. The Union will notify the Employer of the names of the Shop Stewards, in writing. A Bargaining Unit employee shall not be permitted to engage in Steward duties until such notification is received. No Bargaining Unit employee with less than one (1) year of Bargaining Unit seniority shall serve as a Shop Steward. No employee shall serve as a Shop Steward while on layoff or while on leave of absence.

2. Stewards shall not have the right to call any strike, stoppage, or cessation of work, or engage in any other activity in violation of the No Strike/No Lockout Article.

3. Union business shall not be conducted during working time. Shop Stewards shall not engage in Union activities during working time, nor leave their assigned work location during working time unless requested by Human Resources or Shift Manager.

4. Any Steward having an individual grievance in connection with his or her own work may ask another Steward to represent him or her in accordance with the provisions of this Article.

5. Stewards who enter the facility on Union business outside of their regularly scheduled work hours shall, prior to entering, notify the Employer's Director of Labor Relations or their designated representative in advance of doing the same and receive approval for entering the facility.

6. The Union recognizes that the Employer has an obligation to provide a professional, courteous, and safe environment for its employees, patrons and guests. Union related discussions by Stewards with employees may not occur during that employee's working time, and in no case shall such access interfere with work of any employee or with a guest or patron's activities, or otherwise disrupt the operation of the casino. Stewards will not interrupt or interfere with conversations between a supervisor and an employee unless the employee specifically requests the presence of the Steward for reasons allowed by law. Stewards will not use any type of audio/video recording device to record conversations with employees, supervisors, or supervisors and employees, or grievance meetings.

ARTICLE 29
NON-SOLICITATION AND DISTRIBUTION

No employee is permitted to solicit any other employee whatsoever, during the working time of the employee solicited or the working time of the employee soliciting. In addition, no employee may solicit any other employee or customer in the public areas of the Employer's public property, or exiting and entering the property, for any purpose whatsoever, regardless of whether the solicitation occurs during working or non-working time. Solicitation includes, but is not limited to, raffles, pools, collections for any purpose, the sale of tickets or merchandise, or solicitation for any other purpose. The restriction on solicitation during working time does not apply during break periods, mealtimes, or other specified periods during the workday when employees are properly not engaged in performing their work assignments.

Employee distribution of literature, including handbills, during working time, in work areas, is prohibited at all times.

ARTICLE 30
NOTICES

One (1) bulletin board, which location will be designated by the Employer, will be provided for use by the Union for posting notices that are approved by the Union, and approved by the Employer in advance of posting. All such notices must be provided prior to posting to the Employer's Vice President of Labor Relations or designated representative. Such notices are restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notices of Union elections and nomination sheets for elections;
- (c) Notices of Union appointments and results of Union elections;
- (d) Notices of Union meetings;
- (e) Notices concerning bona fide Union activities such as cooperatives, credit unions, and unemployment compensation information;
- (f) Other notices concerning Union affairs that are not organizing-related involving the Employer, parent company or its subsidiaries or successor in nature.
- (g) Notices of dealer job openings at Caesars Palace.

All notices must be factual in basis and shall not contain statements derogatory to the Employer, its officers, board members, agents and/or employees.

ARTICLE 31
LEGALITY

In the event any of the provisions of this Agreement, including all agreements, memoranda of understanding or letters supplemental, amendatory, or related thereto,

shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof.

ARTICLE 32
MISCELLANEOUS

1. Whenever in this Agreement a gender pronoun or the singular or plural form of a gender pronoun is used, it is understood that such references are meant to have equal applications to all employees covered by this Agreement, male or female.

2. Pay periods are two (2) weeks in length, from Friday to Thursday. Employees are paid every other Thursday for the pay period ending the prior week. Notwithstanding this, the Employer reserves the right to change the payroll period with prior notice to the Union and employees.

3. For those employees who have not chosen direct deposit, paychecks will be released only to the employee to whom the check is made. The employee's Identification (ID) must be presented when picking up their paycheck unless approved by Human Resources

4. Employees who plan to work for another employer when off duty from their job with the Employer, must first notify and obtain written approval from the Employer. Employees may not work in a position or for another company that would be considered a conflict of interest (e.g., in the same job at a market area competitor). The employee's schedule at the Employer must be considered their primary schedule. Moonlighting should not interfere with the employee's schedule with the Employer.

5. The Union understands that, in the course of its representative duties, it will have access to confidential, private and/or trade secret information concerning both the Employer and employees. The Union agrees that it will keep all such information confidential and limited to only those persons (which may include Stewards) with a need to view it. The Union agrees that any employee who breaches such confidentiality may be disciplined at the Employer's discretion.

ARTICLE 33
ADDITIONAL VOLUNTARY EMPLOYEE BENEFITS

The Employer agrees to continue to offer, modify or discontinue the following programs to bargaining unit members in the same manner it provides these programs to non represented, non management employees of Caesars Palace:
Employee Dining Room, Employee Assistance Program, Tuition Reimbursement, employee parking, employee discounts, employee contests, special events, tickets, coupons, recognition programs and awards, employee lockers and employee break area. Employer retains the right, in its sole and absolute discretion, to modify or discontinue any of the above described programs or any new programs.

ARTICLE 34
CONTROLLING LAW

All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties shall be governed by applicable Federal laws and regulations and/or the laws and regulations of the State of Nevada. Clark County shall be the sole and exclusive venue for any legal actions pursuant to this Agreement.

ARTICLE 35
COMPLETE AGREEMENT

1. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right opportunity are set forth in this Agreement. Therefore, except as set forth in this Agreement, neither Party shall have any further obligation to bargain over any matter to take effect during the term of this Agreement.

2. The Employer shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement, including, but not limited to any past practices, except as set forth in paragraph 4 below.

3. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the Parties hereto, unless such agreement is made and executed in writing by the Employer and the Union.

ARTICLE 36
DURATION

THIS AGREEMENT shall become effective upon ratification and shall continue in full force and effect until midnight, January 31, 2021. In the event the Union and the Employer agree to modify any terms and conditions of the labor agreement at any time during the term of this Agreement, such modifications (side letters of agreement) must be in writing and signed and dated by a duly authorized representative of the Employer and the Union.

ARTICLE 37
COPE

The company shall agree to deduct, upon receipt of written assignment/authorization, monies in the amount designated in the assignment for



contribution to the TWU LOCAL 721 Committee on Political Education (COPE) from the wages of the assignees and remit such amounts to the International union with fifteen (15) days of the end of each month for which the deductions are made.

ARTICLE 38
SUCCESSORS AND ASSIGNS

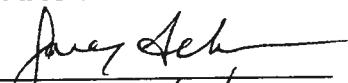
This agreement shall be binding upon the successor, as assigns and heirs of the parties hereto. The Employer will notify any prospective buyer, in writing, prior to the conclusion of the sale of the existence of this Collective Bargaining Agreement and will furnish the Union with a copy of this notification.

ARTICLE 39
WORK PRESERVATION

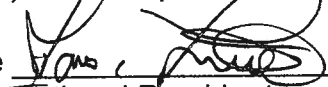
The Employer agrees there shall be no subcontracting or contracting out of bargaining unit work, i.e. work that historically been performed and is currently being performed by Employees in the bargaining unit. Provided that the Employer may subcontract bargaining unit work or use temporary or seasonal employees any tournament, promotion or special event not to exceed sixty (60) continuous working days in length. Supervisory employees shall perform no work covered by this Agreement except in emergencies and except if such work is necessary for the purpose of training or instructing bargaining unit Employees. Blackout dates for vacation/PTO scheduling are not special events for the purpose of this article. Nothing in this article prohibits the company from scheduling special events during Blackout dates.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of this 23 day of AUG, 2012.

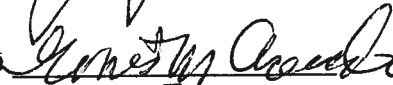
FOR THE EMPLOYER:
DESERT PALACE
d/b/a CAESARS PALACE

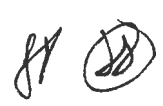
Signature 
Title President

FOR THE UNION:
TRANSPORT WORKERS OF
AMERICA, AFL-CIO, LOCAL 721

Signature 
TWU International President

Signature 
Local 721 President

Signature 
Local 721 Secretary-Treasurer



**FOR THE UNION:
TRANSPORT WORKERS OF
AMERICA, AFL-CIO, LOCAL 721
(continued)**

Signature Joseph D. Carlson
TWU Gaming Division Director

Signature Mr. [Handwritten]
Organizer Rep.



EXHIBIT 1
WAGE SCHEDULE

New employees shall be paid at the applicable statutory minimum wage. The Employer's "Pay for Results Program" shall not apply to employees covered by this Agreement. Employee wage rates shall be adjusted when necessary so that no employee is paid less than the applicable statutory minimum wage. No employee's hourly wage rate shall be reduced as a result of this Agreement.

EXHIBIT 2
CHECK-OFF AGREEMENT AND SYSTEM

1. Pursuant to the Union security provision of the Labor Agreement between DESERT PALACE, INC., d/b/a CAESARS PALACE LAS VEGAS (hereinafter referred to as the "Employer"), and TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO, LOCAL 721, (hereinafter referred to as the "Union"), the Employer, during the term of the Agreement, agrees to deduct each pay period, Union Work Dues (excluding initiation fees and fines) from the pay of those employees who have authorized such deduction in writing, as provided in this Check-Off Agreement. Such Union work Dues shall be limited to amounts levied by the Union, in accordance with their Constitution and By-Laws. Deductions shall be made only for those employees who have voluntarily submitted to the Employer written authorization, in accordance with the "Authorization Check-Off of Union Work Dues" set forth below. It is the Union's responsibility to provide the Employer with this form.

2. The required Authorization shall be in the following form:

Assignment and Authorization For Checkoff of Union Dues

I, hereby assign to the Transport
Print Name Clearly
Workers Union of America, AFL-CIO, my Union dues from any wages earned or to be earned by me as your

employee. I authorize and direct you to deduct the flat sum of..... which is the weekly (or biweekly) equivalent of my monthly membership dues, or such weekly (or biweekly) equivalent as may hereafter be established by the Union as my membership dues, from each weekly (or biweekly) pay check and to remit the same to the Union.

This assignment, authorization, and direction may be revoked by me in writing, after the expiration of one year from the date hereof, or upon the termination date of the labor agreement in effect at the time this is signed, whichever occurs sooner. I understand that dues, initiation payment or gifts to the Union are not deductible as charitable contributions for Federal income tax purposes.

This authorization and direction is made subject to the provisions of the National Labor Relations Board (NLRB), as amended, and in accordance with the existing Agreement between the Union and the Company.

Signature of Employee

Address of Employee

Employer Date

E-Mail..... Local # 721

opou-133

Exhibit 3 Attendance Policy

Attendance: Being the best means being on time to provide fast and flawless service every shift. If you are excessively absent or late, you create inconvenience for our guests. In addition, it places an unfair burden on co-workers who may have to perform additional work or may be called in on their day off.

The schedule in each department is designed to provide the best guest service. The Attendance policy is designed to be fair and consistent in recording punctuality and attendance.

The Attendance policy is based on a twelve (12) point system. Points are accumulated when an employee is late, leaves early, is absent from work. A total of twelve (12) points in any rolling 12-month period results in Separation of Employment.

It is your responsibility to notify your supervisor at least two (2) hours prior to the start of your shift if you are going to be late or absent. If you do not follow your department call-in procedures, it will result in progressive discipline. Being on time means being at your workstation, fully prepared to begin work at your scheduled start time.

Absences will be recorded as follows:

| INCIDENT | POINTS |
|---|------------------------------|
| One Day Absent | 1 point |
| Consecutive Absences: 1 point for the first day of absence ½ point for day following initial day of absence (Total points for 4 consecutive days absent = 1 ½) (Please refer to Leave of Absence guidelines; for example if absence is due to overnight hospitalization, or employee missing more than 3 consecutive days of work and requiring follow-up treatment, or continuing treatment for chronic condition, pre-natal care, birth of child or caring for a family member with a serious health condition may be eligible for a LOA; points are not recorded for an approved Leave of Absence) | 1 point first day ½ point |
| Patterned Absence (3 incidents creating a pattern within 3 months; may include but is not limited to calling off on same days of the week, days before or after days off, days before or after payday, days before or after holiday, etc.) | 2 points |
| Late for work (including returning late from break) | ½ point |
| Leaving work early after completing 2 or more hours of shift (unless due to business demands or approved in advance) | ½ point |
| Leaving work before completing 2 hours of shift (unless due to business demands or approved in advance) | 1 point |
| No Call/No Show (If the employee does not call in or report for their scheduled shift before 50% of their shift elapses) | 6 points |
| Denied Day Off (formal request for a day off was denied but employee calls out as an absence; includes denied Shift Request to switch schedules) | 3 points |
| Mandatory Meetings – absence/lateness/no call/no show | Points apply as above |
| Training Classes – absence/lateness/no call/no show | Points apply as above |
| Peak Business Days (defined below) | 2 points |

Jr (24)

Peak Business Days

- Until January 1, 2008, each property shall follow its existing policy on peak days (if any). Effective January 1, 2008, departments will have the ability to identify five (5) days per year as a "peak business day". Employees who are absent on any of these designated days, will be issued two (2) attendance points. The department will post each such designated peak day a minimum of ninety (90) days in advance. Designation of peak day(s) may be changed by the department at any time provided that there is at least ninety (90) days advance notice of the newly designated peak day.

Points are not recorded for:

- Jury Duty
- Bereavement Leave
- Approved Family Medical Leave (please see Family Medical Leave Guidelines) – However, employees on Intermittent leave must follow proper call in procedures for each shift not worked due to intermittent leave, unless otherwise provided by law.
- Approved Medical Leave (please see Medical Leave Guidelines)
- Approved Personal Leave (please see Personal Leave Guidelines)
- Approved Military Leave
- Documented on-the-job-injury
- Pre-approved Paid Time Off or Vacation
- Workers comp leave

An employee can reduce his/her point total on the 12-month anniversary of an incident; that is, the point(s) for that incident drop off and are no longer counted.

After one-hundred eighty (180) days of perfect attendance, all existing attendance points and counseling notices issued under the attendance policy will become inactive and no longer used for progressive counseling purposes, excluding patterned absences. Employees on any type of leave will not have the period of leave counted towards fulfillment of the one hundred eighty (180) day requirement.

Employees who have accrued PTO/Vacation may use such time for shifts on which they are absent for their entire shift. If PTO/Vacation is requested, it must be for all hours of the absent shift. Salaried employees are not required to use PTO/Vacation for the first three (3) days they call in during any 12-month period. Points will still be assigned as noted above for all unscheduled absences/attendance incidents.

Employees are responsible for keeping track of their point totals. The property will attempt to provide written notification during the orientation period; and, after completion of the orientation period, at five (5) points, at seven (7) points, at ten (10) points and twelve (12) points (Separation of Employment), as follows:

| | |
|-----------|-----------------------|
| 5 points | Verbal (Coaching) |
| 7 points | Written |
| 10 points | Final Written Warning |
| 12 points | Separation |

Each step of progressive counseling need not be issued prior to termination provided that points have been properly assessed. For example, an employee with 7 points who is a no-call/no-show would be separated because of the accrual of 13 points, despite not having received a prior Final Written warning.

The Company reserves the right to review each situation on a case-by-case basis, including in situations implicating the Americans with Disabilities Act.

This Attendance Policy is effective September 1, 2007 and will remain in full force and effect throughout the term of the current collective bargaining agreement.

Handwritten initials "JA" and a circled symbol, possibly a signature or mark.

Side Letter #1 Regarding Seasonal Pool Positions

A seasonal pool employee is a dealer, who is a member of the bargaining unit and who is transferred or hired to temporarily work in the Employer's pool area at any time from the opening of the pool season to the closing of the pool season. Whenever the Employer finds it necessary to hire a seasonal pool employee, it may recruit and procure applicants from any source. However, regular full-time and part-time dealers already employed by the Employer shall be given first priority to apply for a transfer to a seasonal pool position as specified below.

The Employer shall be the sole judge of an existing employee's or applicant's suitability, competence and qualifications to perform the work of the seasonal pool employee position. The Employer may accept or reject any applicant or any transfer request for such positions in accordance with applicable laws.

I. 2009 Pool Season

- A. Existing regular part-time dealers shall have first priority to apply for transfer to seasonal pool positions.
- B. In light of the fact that the 2009 pool season may be very short, at the end of the 2009 pool season, seasonal pool employees who transferred from regular part-time positions shall be returned to their previous location and schedule.
- C. Any seasonal pool employee who is newly hired for the 2009 pool season shall be terminated at the end of the 2009 pool season.

II. 2010 Pool Season

- A. Existing regular full-time and part-time dealers shall be given first priority to apply for transfers to seasonal pool positions.
- B. At the end of the 2010 pool season, existing regular full-time dealers shall return to their prior work location (dice, Palace Court Casino, Pussycat Dolls, or general), and schedule, if available. There shall be no bumping. If a regular full-time position is not available, the employee may accept a part-time position, if available. If there are no available positions, they may be called for available shifts based on House seniority.
- C. At the end of the 2010 pool season, after all existing regular full-time dealers accept available full or part time positions pursuant to Section II (B.) above, seasonal pool employees who transferred from regular part-time positions shall, return to their previous work location (dice, Palace Court Casino, Pussycat Dolls, or general), and schedule, if available. There shall be no bumping. If there are no available positions, they may be called for available shifts based on House seniority.

D. At the end of the 2010 pool season, new employees shall be terminated.

III. 2011 Pool Season and Thereafter

A. Existing regular full-time and part-time dealers who worked as seasonal pool employees in the previous year shall be given first priority to apply for transfers to seasonal pool positions.

B. Existing regular full-time and part-time dealers shall be given second priority to apply for transfer to seasonal pool positions.

C. At the end of the pool season, existing regular full-time dealers shall return to their prior work location (dice, Palace Court Casino, Pussycat Dolls, or general), and schedule, if available. There shall be no bumping. If there is no full-time position available, the employee may accept a part-time position, if available. If there are no available positions, they may be called for available shifts based on House seniority.

D. At the end of the pool season, after all existing regular full-time dealers accept available full or part time positions pursuant to Section III (C.) above, seasonal pool employees who transferred from regular part-time positions shall return to their previous work location (dice, Palace Court Casino, Pussycat Dolls, or general), and schedule, if available. There will be no bumping. If there are no available positions, they may be called for available shifts based on House seniority.

E. At the end of the pool season, new employees shall be terminated.

By: Jerry Selva
Date: 8/23/12

By: [Signature] PRESIDENT
Twin Local 721
Date: 8/23/12

[Signature] [Signature]

SIDE LETTER # 2 REGARDING TABLE GAMES CLOCK IN/OUT INFRACTION POLICY

The table games clock in/out infraction policy is designed to be fair and consistent in recording establish clock in/out infractions and to ensure that table games hourly employees are paid accurately and in a timely manner.

Hourly employees are required to report to work with their badge prepared to clock in/out. Each hourly employee is responsible for his/her own clock in and out process. Employees are prohibited from giving their badge to another hourly employee and allowing that employee to clock them in or out. Employees that forget their badge or their badge is inoperable and are unable to clock in and/or out must notify the designated supervisor immediately on their shift (pencil) to clock them in and/or out.

Table games employees are required to clock in and out on the designated clocks located in the pits.

Clock in/out infractions are defined below:

- Failure to clock in/out as a result of **no badge, inoperable badge** or **failing to complete the 3 step process**. If an employee is unable to clock in/out as a result of not having their badge, a supervisor must be notified so that they can be clocked in and verify that they are authorized to work (i.e. expired gaming card, not released from medical leave, etc). An infraction would be noted as it is the employee's responsibility to report to work with their badge and ensure that their clock in/out is complete. If it is verified by a supervisor that an employee's badge is inoperable, the supervisor would clock them in and an infraction **would not** be noted for that employee.
- Clocking in/out on an unauthorized clock

Clock in/out infractions will be accumulated on a rolling 90 day period. If an employee goes 90 days without a clock in or out infraction, all previous infractions along with all associated discipline will be removed.

The following represents the level of discipline associated with accumulative clock in/out infractions during a rolling 90 day period.

| # of Infractions during rolling 90 days | Discipline Level |
|---|-----------------------|
| 6 | Documented Coaching |
| 8 | Written Warning |
| 12 | Final Written Warning |
| 14 | Separation |

Number of infractions are reduced on the 90 day anniversary of an incident; that is, the clock in/out infraction drop off and are no longer counted when determining discipline.

This policy is effective July 20, 2008 and supersedes all other clock in/out infraction policies. Effective July 20, 2008 all formal discipline accrued (written warning or greater) as a result of previous clock in/out infractions will be reviewed and either rescinded or reduced to informal documentation (documented coaching) depending upon other policy and procedure violation included in said discipline.

In the event that changes in technology or operational needs require revisions to this policy the parties agree to promptly meet and negotiate over the revisions.

By: Jay Sch By: [Signature] PRESIDENT
Date: 8/23/12 Date: 8/23/12 TURN LOCAL 721